

City of Mount Vernon, New York

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



Referral Packet - Final

Wednesday, August 13, 2025

7:00 PM

**CITY COUNCIL CHAMBERS
CITY HALL**

City Council

NICOLE BONILLA, M.B.A.
City Clerk

JORDAN A. RIULLANO, J.D.
Deputy City Clerk

**A REGULAR MEETING OF THE CITY OF THE MOUNT VERNON CITY COUNCIL
HELD ON WEDNESDAY, AUGUST 13, 2025.**

Scheduled for 7:00 pm in the City Council Chambers, City Hall, Mount Vernon, New York.

**** This meeting was held in the City Council Chambers, with virtual participation via ZOOM and CMVNY Facebook. The meeting was not closed to the public.****

PRESIDING: Derrick Thompson, Acting President

CALL TO ORDER / PLEDGE OF ALLEGIANCE

Acting Council President Derrick Thompson called the meeting to order and provided general house-keeping rules, including encouraging citizens to share the meeting on social media and what to do “in case of emergency”. Acting Council President Thompson explained the 3-minute-plus-1 public comment rule. He then asked a Councilperson to lead the council in the Pledge of Allegiance. The Acting Council President then proceeded to the Public Speakers session of the evening (listed below as public comment).

PUBLIC COMMENT

REFERRAL SESSION

Roll Call administered by City Clerk Nicole Bonilla

REPORTS OF STANDING COMMITTEES AND ACTION THEREON

OTHERS: Nicole Bonilla, City Clerk; Jordan A. Riullano, Deputy City Clerk; Antoinette Anderson, Legislative Aide; Johan Powell, Deputy Corporation Counsel.

To the Council:

LEGISLATION AND PUBLIC WORKS

1. Rose Luangisa - Wakanda: An Ordinance Authorizing the Hosting of the Wakanda Celebration 2025 Event - (Saturday, August 30, 2025)

Code: LPW

Attachments: [Wakanda Complete](#)

2. Tariqa Burhaniya D'Suqiya Shazuliya: An Ordinance Authorizing the Temporary Closure of Eastchester Lane for the Hawliyah Celebration on August 30-31, 2025

Code: LPW

Attachments: [Eastchester Lane](#)

3. Department of Management Services: An Ordinance Authorizing the Amendment of Ordinance No. 11, Adopted by the City Council on June 11, 2025, entitled "AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW THE ANNUAL MAINTENANCE AGREEMENT WITH BUSINESS ELECTRONICS (IRECORD) FOR INTERVIEW ROOM RECORDING EQUIPMENT USED BY THE DEPARTMENT OF PUBLIC SAFETY"

Code: LPW

Attachments: [Amended Request for Legislation - Ordinance 11 Business Electronics Agreement.pdf](#)
[Ordinance 11 City Council.pdf](#)

4. Office of the Mayor: An Ordinance Authorizing the Office of Neighborhood Safety and Engagement, the Office of the Mayor, and the Department of Recreation to Co-Sponsor the 3rd Annual Big Block Party and Providing for Street Closure, CIt Services and Support

Code: LPW

Attachments: [Big Block Party 2025- Referral Letter_docx](#)
[DPW Response 2025 Big Block Party](#)
[FD Response](#)
[PD Response](#)

5. Office of the Mayor: An Ordinance Authorizing the Mayor to Attend the New York Conference of Mayors and Municipal Officials (NYCOM) 2025 Fall Training School

Code: LPW

Attachments: [September 2025 NYCOM \(002\)](#)

6. Department of Public Works: An Ordinance Authorizing the Mayor to Enter into an Emergency Contractual Agreement with Zonzoni Pipeline Inc. for Sewer Rehabilitation Work at Macquesten and West Devonia Avenue and 115 Dell Avenue (2nd Vote)

Code: LPW

Attachments: [Zonzini- Emergency at Macquesten-Devonia-Dell](#)

7. Department of Public Works: An Ordinance Authorizing the Commissioner of Public Works to Attend the Public Works Summit in Ponte Vedra Beach, Florida - (November 5-7, 2025)

Code: LPW

Attachments: [Public Works Summit 2025](#)
[2025 Public Works Summit Acceptance Email](#)

8. Department of Public Works: An Ordinance Authorizing a Budget Transfer Within the Department of Public Works to Cover the Emergency Rental of a Towable Generator and Cooling Unit for the Doles Center

Code: LPW

Attachments: [Updated DPW Doles Transfer Letter](#)

9. Department of Public Works: An Ordinance Declaring an Emergency and Authorizing the Rental of Temporary Cooling Equipment and the Repair and Replacement of HVAC Systems at the Doles Center

Code: LPW

Attachments: [Lee Mechanical Blower Motor- Doles](#)

[Lee Mechanical HVAC Quote-Doles](#)

[Sunbelt HVAC Quote- Doles](#)

10. Department of Public Works: An Ordinance Authorizing the Public Release RFQ No.07.25 - Professional Engineering Services for Planning, Design, and Construction Phase Services of Drinking Water, Sewer, Storm Sewer, and Infrastructure Projects

Code: LPW

Attachments: [Request for Release of RFQ No. 07.25-Professional Engineering Services](#)

11. Board of Water Supply: An Ordinance Authorizing the Board of Water Supply to Amend the Salary for the Lead Service Line Data Entry Clerk Position

Code: LPW

Attachments: [LSLDE - 071725 Referral Letter](#)

12. City Council: Local Law No. ____ of 2025 - A Local Law of the City of Mount Vernon, New York, Amending the Refuse Sustainability Fee

Code: LPW

13. Office of the City Clerk: An Ordinance Authorizing the Transfer of Funds Within the Office of the City Clerk Budget to Cover Travel-Related Expenses

Code: LPW

Attachments: [Referral Letter Transfer of Funds 07-2025](#)

14. Office of the City Clerk: An Ordinance Authorizing the City Clerk and Executive Assistant to Attend the 2025 NYCOM Fall Training School in Lake Placid, New York - (September 15-19, 2025)

Code: LPW

Attachments: [Referral Letter NYCOM Fall Training 2025](#)

15. Office of the City Clerk: An Ordinance Authorizing the Mayor to Enter into a Three-Year Agreement with Granicus Corporation for Legislation Management Software and Related Services

Code: LPW

Attachments: [Referral Letter - Granicus 2025-2028](#)

To the Council:

HUMAN RESOURCES

16. Youth Bureau: An Ordinance Authorizing the Transfer of Funds Within the Mount Vernon Youth Bureau Budget to Cover Salary Expenses for the Workforce Development Academy for Youth (WDAY) Program Director

Code: HR

Attachments: [Youth Bureau's Lloyd Shields referral letter 2025](#)

17. Youth Bureau: An Ordinance Authorizing the Mayor to Approve the Attendance of Three (3) Mount Vernon Youth Bureau Staff Members, Including the Executive Director, at the 2025 Independent Sectors National Summit in Atlanta, Georgia, and Providing for Related Expenses

Code: HR

Attachments: [ISNS 2025 Summit -Youth Bureau R4L Supporting Doc. \(reg. air, hotel, etc\)](#)

18. Youth Bureau: An Ordinance Authorizing the Mayor to Accept Foundation Funds from the New York Community Trust and its Westchester Advisory Board to Support the Expansion of Mount Vernon Youth Empowerment Advocacy Council

Code: HR

Attachments: [YEAC-referral 2025-2027](#)
[YEAC Awarded letter](#)

To the Council:

PUBLIC SAFETY AND CODES

19. Department of Buildings: An Ordinance Granting a Twelve (12) Month Leave of Absence for Mr. Rommel Lashley from his Permanent Position as Document Coordinator to Serve as Plan Room Clerk Within the Department of Buildings

Code: PSC

Attachments: [Referral R.Lashley Absence](#)

20. Department of Buildings: An Ordinance Establishing a Separate Gas Work Permit and Fee Schedule Within the Department of Buildings

Code: PSC

Attachments: [Referral-Gaswork](#)

21. Department of Buildings: An Ordinance Amending the Plumbing Re-inspection Fee Structure Administered by the Department of Buildings

Code: PSC

Attachments: [Plumbing Reinspection Fees Based on Failed Inspection Plumbing-Yo](#)

22. Department of Buildings: An Ordinance Authorizing a Professional Services Agreement with a Third-Party Inspection Agency for Construction Inspections and Observations for the Development Project at 115 South Macquesten Parkway

Code: PSC

Attachments: [Request for Professional Services 115 Macquesten Parkway](#)

23. Department of Buildings: An Ordinance Authorizing the Use of Third-Party Building Inspectors to Address the Backlog of Building Inspections in the City of Mount Vernon

Code: PSC

Attachments: [Third Party Inspection Services for Buildings RFP ReferralLetter Tmp-1552](#)

24. Fire Department: An Ordinance Authorizing the Condemnation and Disposal of Obsolete Firefighter Personal Protective Equipment

Code: PSC

Attachments: [Agenda Letter 7-18-25.pdf](#)
[List of Cocondemned PPE](#)

25. Department of Public Safety: An Ordinance Retroactively Authorizing the Deputy Commissioner of the Department of Public Safety to Attend the Second Annual New York First Responders Summit in Washington, D.C, and Approving Related Expenses

Code: PSC

Attachments: [First Responders Summit Referral Letter](#)
[First Responders Summit - Agenda](#)

26. Department of Public Safety: An Ordinance Amending Section 243 of the Mount Vernon City Charter to Impose on Unlicensed Tow Truck Operators

Code: PSC

Attachments: [Fines on Unlicensed Tow Trucks Referral Letter](#)

To the Council:

FINANCE AND PLANNING

27. Department of Assessment: An Ordinance Authorizing the Transfer of Funds Within the Department of Assessment Budget to Cover Necessary Overtime Expenses

Code: FP

Attachments: [Transferfunds405to110July1620250001](#)

28. Office of the Comptroller: An Ordinance Authorizing the Adoption of a Fund Balance Policy for the City of Mount Vernon

Code: FP

Attachments: [COMP2025-10 – Proposed Fund Balance Policy](#)
[Mount Vernon City - Fund Balance Policy](#)

29. Office of the Comptroller: An Ordinance Authorizing the Adoption of a Debt Management Policy for the City of Mount Vernon

Code: FP

Attachments: [COMP2025-11 – Proposed Debt Management Policy](#)
[Mount Vernon City - Debt Management Policy](#)

30. Office of the Comptroller: An Ordinance Authorizing Attendance at the NYCOM Fall 2025 Training School

Code: FP

Attachments: [COMP2025-12-NYCOM 2025 Fall Training](#)
[2025 Fall Training School Conference](#)
[NYCOM](#)
[FALL 2025 School Agenda - New York](#)
[Conference of Mayors](#)

31. Office of the Comptroller: An Ordinance Authorizing the Adoption of a Travel and Expense Policy for the City of Mount Vernon

Code: FP

Attachments: [COMP2025-13-Travel and Expense Policy](#)
[Mount Vernon Travel Expense Policy \(8.13.25\)](#)

32. Office of the Comptroller: An Ordinance Authorizing the Extension of the Agreement with Capital Markets Advisors, LLC for Financial Strategic Planning Services and Authorizing Related Budget Transfer

Code: FP

Attachments: [COMP2025-14 -Extension of Capital Markets,](#)
[LL Contract for Financial Strategic Planning](#)

33. Office of the Comptroller: An Ordinance Authorizing the Issuance of a Request for Proposals/Qualifications (RFP/Q) for a Consultant Team to Implement the "Innovative Finance & Asset Management Initiative" Under Referral #Comp2025-15

Code: FP

Attachments: [COMP2025-15-RFP for Innovative Finance &](#)
[Asset Consultant](#)

34. Department of Planning & Community Services: An Ordinance Authorizing the Mayor to Execute a Contract Amendment with the Cities for Financial Empowerment Fund to Incorporate Legacy Planning Services into the Mount Vernon Financial Empowerment Center

Code: FP

Attachments: [FEC Contract Amendment Legacy Planning 8.4.25](#)
[Ex. H - FEC Public Outcome Definitions and Calculations 2025 LP](#)
[Ex. I - FEC Code of Ethics and Professional Practices](#)

35. Department of Planning & Community Development: An Ordinance Authorizing the Mayor to Enter into a Memorandum of Understanding with Mount Vernon United Tenants for the Installation of a City Resource Kiosk at Their Mount Vernon Facility

Code: FP

Attachments: [MVUT Kiosk Referral Letter 8.4.25](#)

36. Department of Planning & Community Development: An Ordinance Authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with Westchester Neighborhood Health Center for the Installation of a City Resource Kiosk at Their Mount Vernon Facility

Code: FP

Attachments: [WNHC Kiosk Referral Letter 8.4.25](#)

37. City Council: An Ordinance Authorizing the Office of the Comptroller to Establish a Custodial Account for 55 Pondfield Parkway to Support Planning Board Consultant Services

Code: FP

Attachments: [55 Pondfield Parkway Custodial Account Request 8.2025](#)
[55 Pondfield.Lukas. Referral Letter LaBella](#)

38. City Council: A Resolution of the City Council of the City of Mount Vernon Referring Proposed Amendments to the Code of the City of Mount Vernon, Extending the Expiration of Approvals from the City's Land Use Boards to the City Corporation Counsel, City Planning Board, and Westchester County Planning Board, and Scheduling a Public Hearing

Code: FP

Attachments: [Referral Letter Concerning Municipal Code Amendment of Chapter 10 and Chapter 267 - Expiration of approvals Resolution - Introduction \(Land Use Approval Expiration\)](#)

39. City Council: A Resolution of the City Council of the City of Mount Vernon, Designating Itself as Lead Agency for Proposed Zoning Amendments Regarding Health Clubs in the MX-1, MVW-H, MVW-C, NB, OB, DB, CB, LI-7.5, LI-15, I, TOD-1, and DTOAD Districts, Referring the Amendments to the City Corporation Counsel, City Planning Board and Westchester County Planning Board, and Scheduling a Public Hearing

Code: FP

Attachments: [Referral Letter Concerning Municipal Code Amendment of Chapter 267 - Health Clubs Resolution - Introduction \(Health Clubs\)](#)

40. City Council: An Ordinance Authorizing the Establishment of a Custodial Account for the Sentinel on Third Project

Code: FP

Attachments: [Sentinel Custodial Referral](#)

OTHER BUSINESS/CLOSING COMMENTS



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 -1474

Agenda Date: 7/9/2025

Agenda #: 1 -

A

City Council:

AN ORDINANCE AUTHORIZING THE HOSTING OF THE WAKANDA CELEBRATION 2025 EVENT

Whereas, by letter dated May 6, 2025, the Rose Luangisa of Wakanda Celebration Inc. has requested authorization to host the “Wakanda Celebration 2025” on Saturday, August 30, 2025, from 11:00 a.m. to 9:00 p.m., at the backyards of 374, 375, and 366 Hawthorne Terrace and the Traphagen Elementary School and Parking Lot, as described in the event application submitted by the organizers; and

Whereas, the City Council of the City of Mount Vernon, New York (the “City”) recognizes the cultural and community value of the annual Wakanda Celebration event; and

Whereas, due to sponsorship denials and unforeseen circumstances and the withdrawal of key sponsorships from organizations including Arts Westchester, Wells Fargo, and Costco, the organizers have adjusted their plans to reflect a no-budget, community-centered gathering, the event organizers have proposed a scaled-down version of the event to be held as an invitation-only gathering with an estimated attendance of 400-450 guests; and

Whereas, the proposed event will be held on Saturday, August 30, 2025, from 11:00 a.m. to 9:00 p.m., in the backyards of 374, 375, and 366 Hawthorne Terrace and will include the use of the Traphagen Elementary School property and its parking lot, located at 72 Lexington Avenue. The event will be managed via Eventbrite with an anticipated attendance of 400 to 450 guests by invitation only; and

Whereas, the event will offer free parking at Traphagen School, 72 Lexington Avenue, Mount Vernon, NY, with authorization from the school; and

Whereas, the event organizers have agreed to indemnify and hold harmless the City, its officers, employees, and agents from any liability, damage, or loss arising from the event; and

Whereas, the Department of Public Works has no objection to the proposed event and will provide necessary traffic and safety measures, including signage and barricades; will place “No Parking” signs and barricades 72 hours in advance to accommodate the street closure at 366 Hawthorne Terrace (corner of Lenox and Hawthorne Terrace); and

Whereas, the Mount Vernon Police Department recommends the assignment of two (2) Auxiliary Officers and coordination with the Sector Car and Supervisor for security, with the understanding that any additional police staffing needed will be at the expense of the event organizers;

and

Whereas, the event is intended as a free, family-friendly celebration themed “United We Stand,” featuring music, dance, art, and food to honor African heritage and community unity; and

Whereas, the applicant, Rose Luangisa, has reached out to the area residents and obtained their support, and the street closure will not impact essential vehicular traffic; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Host Event. Permission is hereby granted to Rose Luangisa and event organizers to hold the 2025 Wakanda Celebration on Saturday, August 30, 2025, from 11:00 a.m. to 9:00 p.m. at the designated locations: 374, 375, and 366 Hawthorne Terrace, and to use the Traphagen Elementary School parking lot for guest parking.

Section 2. Street Closures and Parking

(a) The Department of Public Works is authorized to post “No Parking” signs and install barricades 72 hours in advance of the event to temporarily close Hawthorne Terrace between Lenox Avenue and the designated properties.

(b) The street closure shall not obstruct driveways and must maintain sidewalk access for pedestrians.

(c) Free parking shall be provided at Traphagen School, 72 Lexington Avenue, Mount Vernon, NY.

Section 3. Public Safety Requirements.

(a) Two (2) Auxiliary Police Officers shall be assigned to the event.

(b) The Police Supervisor shall have the authority to assign additional officers at the event organizer’s expense, should the need arise.

(c) Private security, if procured, must be licensed by New York State and bonded. Documentation must be submitted to the Police Department at least 72 hours prior to the event.

Section 4. Compliance with City Code.

(a) No alcoholic beverages may be consumed or sold on public or city-owned property, per City Code § 191-1.

(b) Vendors, if present, must be set up on one (1) side of the street only and must not obstruct any driveways.

(c) All signage and traffic control devices must meet city standards, and sidewalks must remain accessible to the public at all times.

Section 5. Conditions of Authorization. The authorization granted herein shall be subject to the following conditions:

A. Attendance and Admission. The event shall be invitation-only, with attendance managed through Eventbrite, not to exceed 450 guests.

B. Parking and Access. Free parking shall be available for attendees at the Traphagen School located at 72 Lexington Avenue, Mount Vernon, NY, as per the attached approval. Sidewalks must remain open to pedestrians with proper visible signage.

C. Safety and Security. The Mount Vernon Police Department shall determine the level of police presence or Auxiliary Police required for the event, with costs to be paid by the event organizers at least 72 hours before the event. Any private security procured must be licensed and bonded, with documentation provided 72 hours before the event.

Section 6. Indemnification and Reimbursement. The event organizers shall execute the attached "Reimbursement and Indemnification Agreement," agreeing to indemnify, defend, and hold harmless the City of Mount Vernon, its officers, employees, and agents, from all liability, damage, claims, demands, costs, judgments, fees, attorney fees, or losses arising from the event. The organizers shall also reimburse the City for any costs incurred due to damages or additional services required.

Section 7. Department of Public Works Coordination. The Department of Public Works shall place "No Parking" signs 72 hours in advance and shall place barricades for street closure at 366 Hawthorne Terrace (corner of Lenox and Euclid Avenue), as needed to ensure the safety and convenience of residents and attendees.

Section 8. Fire Department Site Visit and Safety Inspection. The City of Mount Vernon Fire Department shall conduct a site visit no less than three (3) hours prior to the event opening. The purpose of this inspection is to evaluate all fire extinguishers, electrical connections, egress paths, and potential trip hazards. A detailed site plan (drawing) must be submitted to the Fire Department no later than one (1) week prior to the event.

Section 9. Crowd Management Requirements. Pursuant to New York State 2020 Fire Code Section 403.12.3.1, a minimum of two (2) trained crowd managers shall be present at the event. Additionally, one (1) trained crowd manager is required for every 250 attendees or portion thereof.

Section 10. Open Flame and Equipment Permits. An inspection and valid permit are required before the event for any use of open flames or warming units. Each vendor's stand and tent must be equipped with a minimum of one (1) inspected 5-pound ABC fire extinguisher. If gasoline, kerosene, or diesel generators will be used, such equipment must also be inspected and permitted by the Fire Department prior to the event.

Section 11. Emergency Ambulance Services Notification. If additional emergency ambulance services are required, written notice must be provided to the appropriate City authorities at least ninety-six (96) hours in advance of the event.

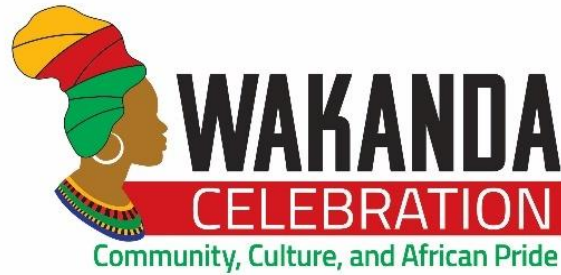
Section 12. Indemnification and Insurance Requirement. Permission for the event is

expressly conditioned upon the requirement that Rose Luangisa of Wakanda Celebration Inc. shall assume all liability for any damages to persons or property arising from the event. The event organizer shall indemnify and hold harmless the City of Mount Vernon. Before acting upon this ordinance, the organizer must file with the City Clerk a certificate of insurance approved by the Corporation Counsel, naming the City of Mount Vernon as an additional insured. The policy shall carry a minimum liability limit of \$1,000,000.00 per occurrence.

Section 13. Police Services and Cost Reimbursement. If City personnel are deemed necessary for directing traffic or ensuring public safety-including in connection with barbeque grills, tent coverings over grills, or similar setups-the organizer, Rose Luangisa of Wakanda Celebration Inc., shall reimburse the City for the full overtime costs associated with the deployment of police officers. The number and assignment of such officers shall be at the sole discretion of the Commissioner of Public Safety.

Section 14. Severability. If any section, clause, or provision of this Ordinance shall be deemed to be invalid or unenforceable, the remainder shall remain in full force and effect.

Section 15. Effective Date. This ordinance shall take effect immediately upon passage and approval by the City Council and only upon the filing of documents in the office of the City Clerk of Mount Vernon.



Wakanda Celebration Inc.
374 Hawthorne Terrace
Mt. Vernon, NY 10552
May 6, 2024

Honorable City Council of Mount Vernon
One Roosevelt Square
City Hall - Room 104
Mount Vernon, New York 10550

Dear Honorable Members of the City Council,

We are writing to respectfully request permission to hold a scaled-down version of our Annual Wakanda Celebration event. Due to unforeseen circumstances, we have been met with sponsorship denials from key organizations, including Arts Westchester, Wells Fargo, Costco, and others (attached). We anticipate additional denials and, as a result, our budget is currently \$0.

Given these constraints, we will be hosting the event in the backyards of 374, 375, and 366 Hawthorne Terrace. The intimate gathering will be by invitation only, managed through Eventbrite, with an estimated attendance of 400 to 450 guests.

The event details are as follows:

- Date: Saturday, August 30th, 2025
- Time: 11am – 9pm
- Location: Backyards of 374, 375, and 366 Hawthorne Terrace
- Expected attendance: 400-450 guests (invitation only via Eventbrite)
- Parking: Free parking will be available for all visitors at Traphagen School, 72 Lexington Avenue, Mt. Vernon, NY (approval attached).

We believe this smaller, community-driven celebration will still bring joy and connection to our attendees. We will ensure that the event is safe, respectful, and considerate of our neighbors.



We would appreciate your consideration of our request. Please do not hesitate to contact us if you require any additional information.

Thank you for your time and understanding.

Sincerely,

Rose Luangisa
Wakanda Celebration Inc.

Attachments: Sponsorship Denial Letters (Arts Westchester, Wells Fargo, Costco, etc.) and Traphagen School Parking Approval

SEB-25-3 Special Event Application Status: Active Submitted On: 5/6/2025	Primary Location 374 HAWTHORNE TERR Mount Vernon, NY 10552 Owner LUANGISA, ROSE & PETER & 374 Hawthorne Terrace Mount Vernon, NY 10552	Applicant  Rose Luangisa  374 Hawthorne Terrace Mount Vernon, NY 10552
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Applicant Information

Is the applicant an individual, organization OR CITY DEPARTMENT??*	Applying Organization / Business Name*
Business / Organization	Wakanda Celebration Inc
Applicant Address (Street Name, City, State, ZIP code, PLEASE!)*	
374 Hawthorne Terrace, Mt. Vernon NY 10552	
Applicant's Daytime Phone Number*	Organization/Business Main Contact Person*
11	Rose Luangisa

Event Information

Event Name*	Event Sponsor
Wakanda Celebration	Wakanda Celebration
Event Date*	Rain Date
08/30/2025	08/31/2025
Event Location*	
Hawthorne Terrace from Lenox Avenue & Euclid Avenue	
Start Time (e.g. 10 AM)*	End Time (e.g. 7 PM)*
9 am	11 pm
Streets to be Closed (Please include cross streets, e.g. 3rd Ave, between 1st and 2nd Streets)*	
Hawthorne Terrace from Lenox Avenue & Euclid Avenue	

Event Information

Event details. *

Free Community event for the entire family. This year's theme is "United We Stand"! A day filled with music, dance, art, and delicious food. Honoring our African heritage and embracing our unity.

Special Accommodations (Check all necessary for your event)

Parking Control ?



Sound Amplification Equipment ?



Use of Open Flame ?



Stage, Tent, or Canopy ?



Will you have any vendors operating at the event?



Will you be having any vendors at your event?*

YES

Are you requesting to use Private Security?*

NO

Vendors

Vendor Name (First & Last or Company Name)* ?

Chef Ed

Vendor Address (include City, State and ZIP code)*

New Rochelle, New York

Vendor's Daytime Contact Number*

11

Does this vendor have a Peddler/Food Vendor License with the City of Mount Vernon?*



Does this vendor have a Peddler/Food Vendor's License issued by the City of Mount Vernon? *

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Additional Notes/Requests

Additional Information


Looking for support from the City of Mount Vernon, DPW & Recreation Department

Applicant Acknowledgement

I, the applicant, acknowledge that the information contained in this application is true and complete to the best of my knowledge. I affirm that I, all other parties to this application, as well as those involved with this event will abide by the laws of New York State, and the ordinances of the County of Westchester and the City of Mount Vernon. *

 Rose Luangisa
Apr 9, 2025

City Clerk's Office ONLY

 Amount of Insurance Required

—

 Number of Days Until the Event

—

Attachments



Office of the City Clerk
One Roosevelt Square, Room 104
Mount Vernon, New York 10550
(914) 665-2351
cityclerk@mountvernonny.gov

EVENT NAME & DATE: Wakanda Celebration, Saturday August 30th 2025
EVENT SPONSOR: Wakanda Celebration Inc

REIMBURSEMENT AND INDEMNIFICATION AGREEMENT

In consideration of the granting of a block party/special event permit by the City of Mount Vernon ("the City") for the above named event do hereby agree to indemnify and hold harmless the City of Mount Vernon, its officers, employees and agents from and against all liability, damage, claims, demands, costs, judgments, fees, attorney fees, or loss arising out of the grant of this Block Party/Special Event Permit and at their sole expense and agree to bear all other costs and expenses relating thereto, and to reimburse the City for any costs incurred by the City in repairing damage due to the actions of the Sponsors and/or by the Sponsors' officers, employees or agents, vendors or any person or entity under the Sponsors control. Further, the Sponsors hereby agree to defend the City, its officers, employees and agents from any liability to any person or entity resulting from any damage or injury occurring in connection with the event proximately caused by the actions of the City and the Sponsors' officers, employees or agents, or any person who is under the Undersigned's control.

ADDITIONAL GUIDELINES

- Sidewalks are to remain open to pedestrians with proper visible signage.
- The Police Department will determine whether police presence is required and how much is required. The event organizers will have to pay the salary for each officer. Payment must be received 72 hours in advance of the event. The Police Department will determine if Auxiliary Police can be used in lieu of Police Officers.
- If requesting authorization to procure private security, all must have an NYS Security License and provide proof of being bonded. All documentation must be submitted 72 hours before the event.
- No alcohol use is permitted on city property as per City Code §191-1. The sale of alcohol is prohibited.
- If your event is in a residential area and using vendors, the vendors must set up only on one (1) side of the street and not obstruct driveways.

IN WITNESS WHEREOF, the Sponsor/Organization/Applicant for the Block Party/Special Event Permit.
(Must be signed in the presence of a Notary/Commissioner of Deeds)

Print Name:	<u>Rose Luangisa</u>
Authorized Officer Title (if applicable):	
Signature:	<u>[Signature]</u>

State of New York ss.:
County of Westchester

On the 3rd day of may in the year 2025 before me, the undersigned, personally appeared ROSE LUANGISA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public/Commissioner of Deeds:

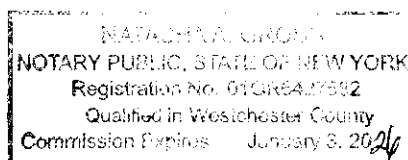
Subscribed and sworn/affirmed before me this) 3rd day of may, 2025

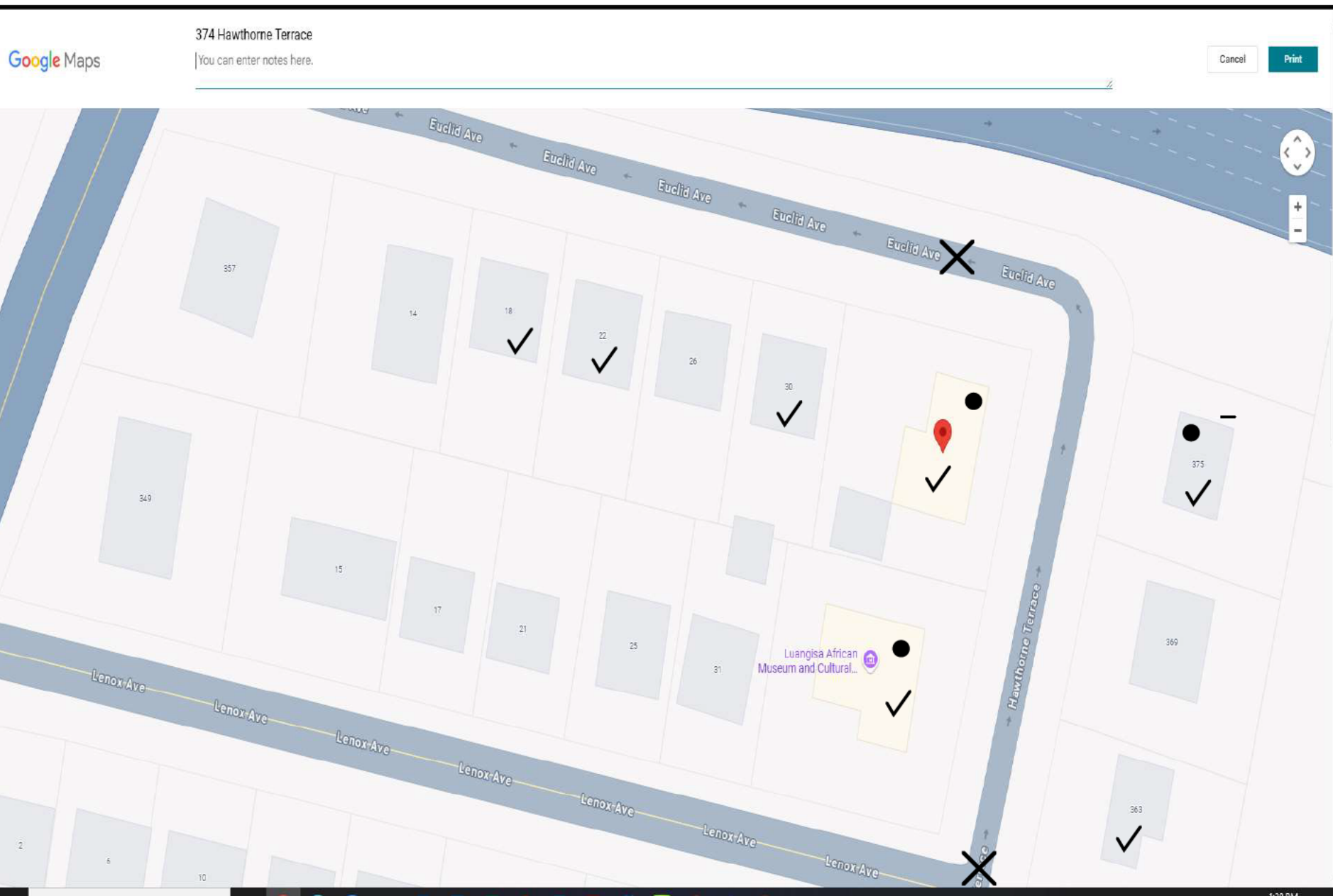
Print Name: NATASHA A. GROSS

Signature: [Signature]

Qualified in WESTCHESTER County Commission Expires: 7/03/2026

effective: April 1, 2025





- Participating House
- ✓ Signed consent form
- ✗ Barricade



Your requested schedule has been routed. (Event:Free Cultural Community Event)

SchoolDude Message Center

Thu, May 15, 2025 at 10:34 AM

(This message is to notify you of a new schedule request.)

The facility schedule request listed below was routed to Sharece Bailey and is waiting for his/her approval.

FS Schedule ID: 3268

Event Title: Free Cultural Community Event

Status: Submitted

Schedule State: Inactive

Organization: Wakanda Celebration Inc

Events:

Date : 8/30/2025

Start Time : 9:00 AM

End Time : 11:00 PM

Location : TRAPHAGEN ELEMENTARY SCHOOL

Building : TRAPHAGEN Parking Lot

Area :

Room(s) : Parking Lot



City of Mount Vernon, NY

June 10, 2025

SSD Review and Recommendation

Record No. SEB 25 3

Status Completed**Became Active** May 16, 2025**Assignee** Daniel DeBenedictis**Due Date** None


Primary Location

374 HAWTHORNE TERR
Mount Vernon, NY 10552


Owner

LUANGISA, ROSE & PETER &
374 Hawthorne Terrace Mount Vernon,
NY 10552

Applicant

 Rose Luangisa

-

 374 Hawthorne Terrace
Mount Vernon, NY 10552

Messages

Daniel DeBenedictis  Internal

June 9, 2025 at 12:55 pm

The undersigned has reviewed the application for the event Wakanda Celebration, and I recommend that two (2) Auxiliary officers be assigned to the event and that the Sector car and supervisor give special attention to the area and that the supervisor be authorized to hire additional officers at the expense of the organizer should the need arise. I also recommend approval for the request of the street closure the applicant has reached out to the area residence and school, and they did not have an issue with the request. The street closure also will not impact vehicular traffic due to it being a secondary street used mostly for the residence.



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

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 914-665-2343
email:dpwconcerns@mountvernonny.gov

DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

May 20, 2025

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

RE: Wakanda Celebration 2025

Please be advised that the Department of Public Works, City of Mount Vernon, has no objections to the Wakanda Celebration 2025. The Department of Public Works will place No Parking signs 72 hours in advance and place barricades for street closure at:

- 366 Hawthorne Terrace (corner of Lenox and Hawthorne Terrace)

Respectfully,

A handwritten signature in blue ink, appearing to read "John Nuculovic", is written over the typed name.

John Nuculovic
Deputy Commissioner of Public Works
JN/dg



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 -1571
A

Agenda Date: 8/13/2025

Agenda #: 2 -

City Council:

AN ORDINANCE AUTHORIZING THE TEMPORARY CLOSURE OF EASTCHESTER LANE FOR THE HAWLIYAH CELEBRATION ON AUGUST 30-31, 2025

Whereas, in correspondence dated July 15, 2025, Ketty Floyd, Secretary of Tariqa Burhaniya D'Suqiya Shazuliya, formally requested authorization to close Eastchester Lane between South 10th Avenue and South 11th Avenue on Saturday, August 30, 2025, and Sunday, August 31, 2025, from 9:00 a.m. to 10:00 p.m. each day, to hold the Hawliyah celebration; and

Whereas, in prior years, the organizers of the Hawliyah celebration have hosted their annual event during the Memorial Day weekend, but this year, the members voted to move the celebration to the Labor Day weekend; and

Whereas, the Hawliyah celebration is a religious and cultural event intended to provide fellowship, community engagement, and a safe, festive environment for both congregation members and neighborhood residents; and

Whereas, the organizers have formally requested permission to close Eastchester Lane between South 10th Avenue and South 11th Avenue on Saturday, August 30, 2025, and Sunday, August 31, 2025, from 9:00 a.m. to 10:00 p.m. each day, to create a safe, traffic-free space for attendees, including children; and

Whereas, the Department of Public Works has no objection to the proposed street closure and has agreed to place "No Parking" signs 72 hours in advance and install barricades on Eastchester Lane between South 10th Avenue and South 11th Avenue on the morning of August 30, 2025; and

Whereas, the Department of Public Safety has no objection to the street closure and has recommended patrol presence, with the patrol supervisor authorized to hire overtime at the expense of the event organizer if necessary, and also recommended barricades and proper no-parking signage; and

Whereas, the Fire Department has reviewed the request and has no objection to the proposed street closure for the dates and times requested; and

Whereas, the City Council finds that the event serves a public purpose by fostering cultural and community connections while ensuring public safety; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization of Street Closure. The Mayor, through the appropriate City departments, is hereby authorized to close Eastchester Lane between South 10th Avenue and South

11th Avenue on Saturday, August 30, 2025, and Sunday, August 31, 2025, from 9:00 a.m. to 10:00 p.m. each day, to hold the Hawliyah celebration.

Section 2. Public Works Department Responsibilities. The Department of Public Works shall:

- (a) Place “No Parking” signs on the affected streets at least 72 hours before the event;
- (b) Install barricades at the intersections of Eastchester Lane with South 10th Avenue and South 11th Avenue on the morning of August 30, 2025; and
- (c) Remove barricades promptly following the conclusion of the event on August 31, 2025.


Section 3. Public Safety Department Responsibilities. The Department of Public Safety shall:

- (a) Provide patrol presence during the event;
- (b) Authorize the patrol supervisor to hire overtime staffing at the expense of the organizer, if deemed necessary; and
- (c) Coordinate with the event organizer to ensure compliance with all safety and emergency access requirements.

Section 4. Insurance Requirement. The event organizer shall maintain and provide proof of liability insurance coverage as required by the City of Mount Vernon prior to the commencement of the event.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council and filing of the necessary documents in the office of the City Clerk of Mount Vernon.

Ketty Floyd
Secretar



July 15th, 2025

City of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY

To whom it may concern

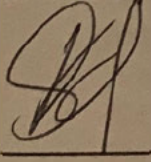
Dear Sir/Madam:

You may be wondering why you haven't heard from us before regarding our annual street closure request during the Memorial holiday weekend. We are only contacting you now to make the request because our members voted to move the celebration date from the Memorial weekend in May to the Labor Day weekend in September.

This year Labor Day falls on Monday September 5th. Our celebration will be from September 3rd to September 5th. We are therefore submitting this letter as a formal request to have Eastchester Lane between 10th and 11th Avenues closed for August 30- 31, 2025 . The purpose is to allow children in our congregation as well as children from the neighborhood access to a traffic free street where they can play during our celebrations. We expect a maximum of 75 attendees.

We hope that the City will once again approve our request. The required insurance declaration is attached.

Sincerely

 7/15/25

**SEB-25-8****Special Event Application**

Status: Active


Submitted On: 7/19/2025

Primary Location

Mount Vernon, NY 10550

OwnerTariqa Burhaniya D'Suqiya
Shazuliya

Mount Vernon, New York 10550

Applicant Aseyia Floyd

Mount Vernon , New York 10550

Applicant InformationIs the applicant an individual, organization OR CITY
DEPARTMENT??*

Applying Organization / Business Name*

Tariqa Burhaniya D'Suqiya Shazuliya

Business / Organization

Applicant Address (Street Name, City, State, ZIP code, PLEASE!)*

Mount Vernon BY 10550

Applicant's Daytime Phone Number*

Organization/Business Main Contact Person*

Musa Albedawi

Event Information

Event Name*

Hawliya

Event Sponsor

Tariqa Burhaniya D'Suqiya Shazuliya

Event Date*

08/30/2025 and 08/31/2025

Rain Date

—

Event Location*

Eastchester Lane

Start Time (e.g. 10 AM)*

9 am

End Time (e.g. 7 PM)*

10 pm

Streets to be Closed (Please include cross streets, e.g. 3rd Ave, between 1st and 2nd Streets)*

August 30 & 31, 2025 from 9am to 10pm. Eastchester lane, South 10th ave, South 11th Ave

Event Information**Event details. ***

It's a Block party type of event celebrating a religious holiday called Hawliyah. It is a big event that takes two days and is an all day event. We expect a lot of people to come.

Special Accommodations (Check all necessary for your event)**Parking Control ?**☒**Sound Amplification Equipment ?**☐**Use of Open Flame ?**☐**Stage, Tent, or Canopy ?**☐

Will you be having any vendors at your event?*

NO

Are you requesting to use Private Security?* 

NO

Additional Notes/Requests

Additional Information

Applicant Acknowledgement

I, the applicant, acknowledge that the information contained in this application is true and complete to the best of my knowledge. I affirm that I, all other parties to this application, as well as those involved with this event will abide by the laws of New York State, and the ordinances of the County of Westchester and the City of Mount Vernon. *



Aseya S. Floyd

Jul 18, 2025

Inspection Types Overview



No Inspection Types Added Yet

You will be able to add new inspection types to a new appointment.

Scheduled Appointments

None

Requested Appointments

None

Past Appointments

None

Messages

Teddy Beale

August 5, 2025 at 3:42 pm

In the request for an street closing, Ms Floyd state that Labor Day is Monday September 5, 2025. Labor Day 2025 is on a Monday. Please verify if the street is to be blocked off Saturday & Sunday August 30 and 31, 2025.

FDMV has no objections but need to now the correct date foe emergency response around our City.

Aseya Floyd

August 5, 2025 at 8:48 pm

Yes we request that the street be blocked of Saturday and Sunday August 30th and 31st 2025



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

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 914-665-2343
email:dpwconcerns@mountvernonny.gov

DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

August 1, 2025

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

RE: Hawliya (252 South 10th Avenue)

Please be advised that the Department of Public Works has no objections to your Hawliya event scheduled for Saturday August 30, 2025- August 31, 2025 (no rain date) at 252 South 10th Avenue Mount Vernon, NY from 09:00AM to 10:00PM. The Department of Public Works will place No Parking Signs 72 hours in advance and place barricades on Eastchester Lane between 10th and 11th Avenue the morning of August 30, 2025 .

Best regards,

A handwritten signature in black ink, appearing to read "John Nuculovic", is written over a horizontal line.

John Nuculovic
Deputy Commissioner of Public Works
JN/dg



SSD Review and Recommendation

Record No. SEB 25 8

Status Completed

Became Active July 21, 2025

Assignee Daniel DeBenedictis

Due Date None

Primary Location

Mount Vernon, NY 10550

Owner


Tariqa Burhaniya D’Suqiya Shazuliya
Mount
Vernon, New York 10550

Applicant

 Aseya Floyd

Mount Vernon , New York 10550

Messages

Daniel DeBenedictis  Internal

August 7, 2025 at 3:41 pm

I do not have any objections to the street closure on August 30 and August 31, 2025 from 9am to 10pm at Eastchester Ln between South 10th ave, South 11th Ave. The Block party has occurred in the past and has not had any negative incidents. I recommend that patrol give special attention to the event and that the patrol supervisor be authorized to hire overtime at the expense of the organizer if necessary. I also recommend that DPW place barricades at the intersection of Eastchester Ln and South 10th Ave and Eastchester Ln and South 11th Ave and that no parking signs be placed 72hrs prior to the event.



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 -1551
A

Agenda Date: 8/13/2025

Agenda #: 3 -

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW THE ANNUAL MAINTENANCE AGREEMENT WITH BUSINESS ELECTRONICS (IRECORD) FOR INTERVIEW ROOM RECORDING EQUIPMENT USED BY THE DEPARTMENT OF PUBLIC SAFETY

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

Section 1. The first decretal paragraph, the fifth (5th) Whereas clause and Section 2 of Ordinance No. 11, adopted by the City Council on June 11, 2025, entitled “**AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW THE ANNUAL MAINTENANCE AGREEMENT WITH BUSINESS ELECTRONICS (IRECORD) FOR INTERVIEW ROOM RECORDING EQUIPMENT USED BY THE DEPARTMENT OF PUBLIC SAFETY,**” is hereby amended as follows:

Whereas, by letter dated [May 28, 2025] July 24, 2025, the Commissioner of Management Services [Deputy Commissioner of the Department of Public Safety] has requested legislation to amend Ordinance No. 11, adopted by the City Council on June 11, 2025, authorizing the Mayor to Renew the Annual Maintenance Agreement with Business Electronics (iRecord) for Interview Room Recording Equipment used by the Department of Public Safety, and

Whereas, in a letter dated May 28, 2025, the Deputy Commissioner of the Department of Public Safety formally requested authorization for the Mayor to execute, on behalf of the City, a renewal of the annual maintenance agreement with Business Electronics (iRecord) for the continued servicing and maintenance of interview room recording equipment used by the Department of Public Safety; and

Whereas, the City of Mount Vernon Police Department utilizes specialized interview room recording equipment provided and maintained by Business Electronics (iRecord) to support law enforcement operations and ensure the integrity of custodial interviews; and

Whereas, the current maintenance agreement between Business Electronics (iRecord) and the City of Mount Vernon is scheduled to expire on June 30, 2025; and

Whereas, the continuation of this maintenance agreement is essential to ensure the ongoing functionality and reliability of the department’s recording equipment, including cameras, microphones, and associated software systems; and

Whereas, the proposed renewal agreement with Business Electronics covers the maintenance services for the period from July 1, 2025, through June 30, 2026, at a total cost of \$2,370.00, to be paid from Budget Line [A3120.416] A1680.216 (Application Services); and

Whereas, it is in the best interest of the City of Mount Vernon to authorize this agreement in order to maintain uninterrupted service and prevent potential disruptions in critical police operations;
Now, Therefore, Be It Resolved That

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

Section 1. Authorization to Renew Agreement. The Mayor of the City of Mount Vernon is hereby authorized to execute, on behalf of the City, a renewal of the annual maintenance agreement with Business Electronics (iRecord) for the continued servicing and maintenance of interview room recording equipment used by the Department of Public Safety.

Section 2. Term and Cost. The maintenance agreement shall be effective from July 1, 2025, through June 30, 2026, at a total cost not to exceed Two Thousand Three Hundred Seventy Dollars (\$2,370.00), to be charged to Budget Line [A3120.416] A1680.216 (Application Services).

Section 3. Execution of Documents. The Mayor is hereby authorized to execute all documents and take any additional actions necessary to effectuate the purposes of this Ordinance.

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

New Matter Underlined

Deleted Matter in Brackets []

July 24, 2025

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

RE: Request to Amend Ordinance 11 from June 11, 2025: Request for approval of annual maintenance agreement renewal with Business Electronics (iRecord)

Honorable Council Members,

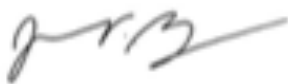
Management services respectfully request the City Council's approval to amend Ordinance 11 for the Department of Public Safety. We request the change of the budget line from A3120.416 to A1680.216 for the **annual maintenance agreement between Business Electronics (iRecord) and the City of Mount Vernon Police Department**.

This was approved at the June 11, 2025 City Council Meeting and subsequently at the June 17, 2025 Board of Estimate Meeting. Initially, it was requested that the funds be allocated from the Police Department's budget line **A3120.416 (Technology Upgrades)**. However, technology-related expenses for the Police Department have been centralized under Management Services. As such, the appropriate budget line for this expense is **A1680.216 (Application Services)**, and payment should be made accordingly.

The proposed maintenance coverage period is from July 1, 2025, through June 30, 2026. The **total cost of the contract renewal is \$2,370.00**, which will be paid from **Budget Line A1680.216 (Application Services)**.

Should this request meet with your approval, we respectfully ask that legislation be enacted to authorize this amendment.

Sincerely,



Juan Perez
Commissioner of Management Services
Cc: Mayors Office, Comptroller

Vote Taken As Follows: 6/11/2025
Boxhill: Yea Gleason: Yea
Poteat: Yea Thompson: Yea
Browne: Yea Ordinance Adopted

**AN ORDINANCE AUTHORIZING THE MAYOR
TO RENEW THE ANNUAL MAINTENANCE
AGREEMENT WITH BUSINESS ELECTRONICS
(iRECORD) FOR INTERVIEW ROOM RECORDING
EQUIPMENT USED BY THE DEPARTMENT OF
PUBLIC SAFETY**

Whereas, in a letter dated May 28, 2025, the Deputy Commissioner of the Department of Public Safety formally requested authorization for the Mayor to execute, on behalf of the City, a renewal of the annual maintenance agreement with Business Electronics (iRecord) for the continued servicing and maintenance of interview room recording equipment used by the Department of Public Safety; and

Whereas, the City of Mount Vernon Police Department utilizes specialized interview room recording equipment provided and maintained by Business Electronics (iRecord) to support law enforcement operations and ensure the integrity of custodial interviews; and

Whereas, the current maintenance agreement between Business Electronics (iRecord) and the City of Mount Vernon is scheduled to expire on June 30, 2025; and

Whereas, the continuation of this maintenance agreement is essential to ensure the ongoing functionality and reliability of the department's recording equipment, including cameras, microphones, and associated software systems; and

Whereas, the proposed renewal agreement with Business Electronics covers the maintenance services for the period from July 1, 2025, through June 30, 2026, at a total cost of \$2,370.00, to be paid from Budget Line A3120.416; and

Whereas, it is in the best interest of the City of Mount Vernon to authorize this agreement in order to maintain uninterrupted service and prevent potential disruptions in critical police operations; **Now, Therefore, Be It Resolved That**


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

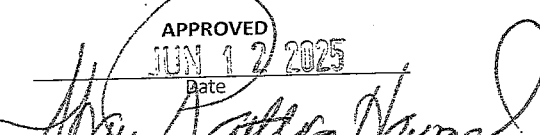
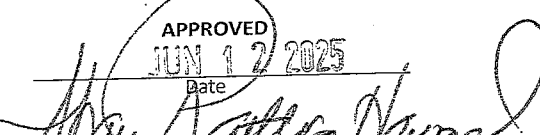
Section 1. Authorization to Renew Agreement. The Mayor of the City of Mount Vernon is hereby authorized to execute, on behalf of the City, a renewal of the annual maintenance agreement with Business Electronics (iRecord) for the continued servicing and maintenance of interview room recording equipment used by the Department of Public Safety.


Section 2. Term and Cost. The maintenance agreement shall be effective from July 1, 2025, through June 30, 2026, at a total cost not to exceed Two Thousand Three Hundred Seventy Dollars (\$2,370.00), to be charged to Budget Line A3120.416.

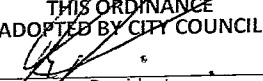
Section 3. Execution of Documents. The Mayor is hereby authorized to execute all documents and take any additional actions necessary to effectuate the purposes of this Ordinance.

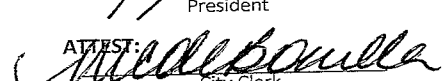
Section 4. Effective Date. This Ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.

APPROVED AS TO FORM

Assistant Corporation Counsel

APPROVED
JUN 12 2025
Date

BY  Mayor


Councilperson

THIS ORDINANCE
ADOPTED BY CITY COUNCIL

President

ATTEST:

City 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 -1528
A

Agenda Date: 8/13/2025

Agenda #: 4 -

City Council:

AN ORDINANCE AUTHORIZING THE OFFICE OF NEIGHBORHOOD SAFETY AND ENGAGEMENT, THE OFFICE OF THE MAYOR, AND THE DEPARTMENT OF RECREATION TO COSPONSOR THE 3RD ANNUAL BIG BLOCK PARTY AND PROVIDING FOR STREET CLOSURE, CITY SERVICES AND SUPPORT

Whereas, in correspondence dated June 30, 2025, the Deputy Chief of Staff formally requested authorization for the Office of Neighborhood Safety and Engagement, the Office of the Mayor, and the Department of Recreation to cosponsor the 3rd Annual Big Block Party on Saturday, August 23, 2025, from 12:00 p.m. to 5:00 p.m.; and

Whereas, the City of Mount Vernon is committed to supporting and empowering youth and families through positive community initiatives; and

Whereas, the Office of Neighborhood Safety and Engagement, the Office of the Mayor, and the Department of Recreation desire to cosponsor the 3rd Annual Big Block Party to be held on Saturday, August 23, 2025, from 12:00 p.m. to 5:00 p.m.; and

Whereas, the mission of the Big Block Party is to provide valuable community resources and a day of free, family-friendly activities to commemorate the City's Summer of Safety initiative and to foster positivity and community engagement; and

Whereas, planned activities include but are not limited to a Fun Zone with a bouncy house, free food, Double Dutch contest, Cupcake Corner, pop-up petting zoo, Activation Zone (face painting, arts & crafts, Zumba), community resource booths, and live entertainment; and

Whereas, the Department of Public Works has no objections to the requested street closure and will support the event by placing "No Parking" signs seventy-two (72) hours in advance, and providing barricades on the morning of the event; and

Whereas, the event organizers have requested the use of auxiliary police, fire, and emergency medical services to ensure the safety and success of the event; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization. The City Council hereby authorizes the Office of Neighborhood Safety and Engagement, the Office of the Mayor, and the Department of Recreation to cosponsor the 3rd Annual Big Block Party on Saturday, August 23, 2025, from 12:00 p.m. to 5:00 p.m.

Section 2. Street Closure. The Department of Public Works shall arrange for the closure of 4th Avenue between 2nd Street and 3rd Street on August 23, 2025, for the duration of the event, and shall

place “No Parking” signs seventy-two (72) hours in advance. Barricades shall be placed on the morning of the event to ensure the safety of attendees.

Section 3. City Services. The City shall provide auxiliary police, fire, and emergency medical services as necessary. The Department of Public Works shall ensure post-event street cleaning to restore the area to pre-event conditions.

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

MALCOLM CLARK
Chief of Staff

KHENDRA DAVID
Deputy Chief of Staff

June 30, 2025

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

Re: The 3rd Annual Big Block Party

To the Honorable City Council,

This letter comes as a request that the City Council enact legislation that will allow the Office of Neighborhood Safety and Engagement, the Office of the Mayor and the Department of Recreation to Cosponsor the 3rd Annual Big Block Party on Saturday, August 23, 2025, from 12pm-5pm.

The mission of the Big Block Party is to support the Mount Vernon community and empower youth and families. We strive to offer valuable community resources and create a day of free, enjoyable activities. This block party aims to be a reset for children and parents, fostering positivity, uplifting experiences for all attendees to commemorate the summer of safety initiative.

Some of the activities that will take place at this event are the following:

- Fun Zone w/ Bouncy House
- Free Food
- Double Dutch Contest
- Cupcake Corner
- Pop up Petting Zoo
- Activation Zone (face painting, arts & Craft, Zumba)
- Community Resources booths
- Live Entertainment a

We request the street closure of 4th Avenue (btw, 2nd and 3rd Street) from DPW and street cleaning after the event. In addition, we are asking for the use of auxiliary police, fire and EMS. We appreciate your consideration of this request and look forward to your positive response. Should you have any question or require further information, please do not hesitate to contact us.

Respectfully,

Khendra K. David

CC: ONSE OOM REC OEM DPW MVFD FDMV

“The Jewel of Westchester”



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

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 914-665-2343
email:dpwconcerns@mountvernonny.gov

DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

July 17, 2025

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

Dear Honorable City Council Members,

Please be advised the Department of Public Works has no objections to the 2025 Big Block Party on Saturday August 23, 2025 from 12:00PM-5:00PM. DPW will place No Parking signs 72 hours in advance and will block streets the morning of August 23rd on 4th Avenue between 2nd and 3rd Street.

Respectfully,

A handwritten signature in black ink, appearing to read "John Nuculovic".

John Nuculovic
Deputy Commissioner of Public Works
JN/dg



CITY OF MOUNT VERNON, N.Y.
FIRE DEPARTMENT

SHAWYN PATTERSON-HOWARD
Mayor

Fire Headquarter – 470 East Lincoln Avenue
Mount Vernon, NY, 10550
(914) 665-2611 – Fax: (914) 665-2631

Kevin B. Holt
Fire Commissioner
Theodore W. Beale Jr.
Deputy Fire Commissioner
Juan A. Peralta
Chief of Operations

Through the office of the Mayor

Honorable Members of the City Council
1 Roosevelt Square
Mount Vernon, New York 10220

Re: 3rd Annual Big Block Party

June 30, 2025

Dear Honorable City Council Members:

The City of Mount Vernon Fire Department has no objections to the 3rd Annual Big Block Party on Saturday August 23, 2025.

The celebration will be held on So. 4th Avenue from 12:00pm until 5:00pm, we further understand that So. 4th Ave between 2nd Street and 3rd Street will be closed due to the celebration.

Food vendors shall comply with FDMV Mobile Food Preparation guidelines; fire extinguishers shall be present at each cooking station. Please ensure the roadway will remain passable in event of an emergency vehicles access.

Respectfully submitted:

Theodore W. Beale, Jr.
Deputy Fire Commissioner

“The Jewel of Westchester”



CITY OF MOUNT VERNON
POLICE DEPARTMENT
SUPPORT SERVICES DIVISION
(914) 665-2500 FAX (914) 665-2559



Lieutenant Juliet Evans
Commanding Officer

Sergeant Daniel De Benedictis
Executive Officer

Date: July 21, 2025

To: Office of the Police Commissioner

From: Sgt. De Benedictis, Executive Officer, Support Services Division

Subject: The 3rd Annual Big Block Party (South 4th Ave BTW 2nd & 3rd St)

The Department of Recreation the Office of Neighborhood Safety and Engagement, and the Office of the Mayor are requesting to have a cosponsorship with the City of Mount Vernon to have the event "The Big Block Party". This event is scheduled for Saturday, August 23, 2025, from 1200 - 1700 hours. The organizers propose the closure of 4th Ave Between 2nd and 3rd street to host the event.

I recommend the street closure takes place two hours prior to and after the event to allow for setup and cleanup.

Based on the Information provided approval is recommended and the following recommendations are as followed:

- (2) Police officers be hired on an overtime basis
- Auxiliary officers be assigned
- DPW place barricades at the intersection of south 4th Ave and East 2nd Street and South 4th Ave and East 3rd Street
- No parking signs should be posted by DPW to reflect the time and day of the event
- The Patrol Supervisor should monitor the event and be authorized to hire officers on an overtime basis should the need arise.

Sgt. De Benedictis #3
Executive Officers
Support Services Division

CC: Patrol Division
Parking Bureau



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

KHENDRA DAVID
Deputy Chief of Staff

June 30, 2025

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

Re: The 3rd Annual Big Block Party

To the Honorable City Council,

This letter comes as a request that the City Council enact legislation that will allow the Office of Neighborhood Safety and Engagement, the Office of the Mayor and the Department of Recreation to Cosponsor the 3rd Annual Big Block Party on Saturday, August 23, 2025, from 12pm-5pm.

The mission of the Big Block Party is to support the Mount Vernon community and empower youth and families. We strive to offer valuable community resources and create a day of free, enjoyable activities. This block party aims to be a reset for children and parents, fostering positivity, uplifting experiences for all attendees to commemorate the summer of safety initiative.

Some of the activities that will take place at this event are the following:

- Fun Zone w/ Bouncy House
- Free Food
- Double Dutch Contest
- Cupcake Corner
- Pop up Petting Zoo
- Activation Zone (face painting, arts & Craft, Zumba)
- Community Resources booths
- Live Entertainment a

We request the street closure of 4th Avenue (btw, 2nd and 3rd Street) from DPW and street cleaning after the event. In addition, we are asking for the use of auxiliary police, fire and EMS. We appreciate your consideration of this request and look forward to your positive response. Should you have any question or require further information, please do not hesitate to contact us.

Respectfully,

Khendra K. David

CC: ONS E OOM REC OEM DPW MVFD FDMV

"The Jewel of Westchester"

✓ Big Block Party Planning Timeline

Event Date: Saturday, August 23, 2025

Event Time: 12:00 PM – 5:00 PM

Location: 4th Avenue (between 2nd and 3rd Street)

Phase 1: Initial Planning & Legislative Approval

31 Week of July 1–12, 2025

- Draft and submit co-sponsorship request letter to City Council
- Confirm Co-sponsors/Partners
 - Dept. Of Recreation
 - Office of the Mayor
 - Office of Neighborhood Safety & Engagement
 - MVFD (EMS), MVPD, OEM
- Secure legislative approval from City Council
- Request permits for street closure, DPW cleaning, fire, EMS, and auxiliary police support
- Begin preliminary budget and vendor list
- Reserve inflatable/bouncy house, sound equipment, and staging needs

Phase 2: Stakeholder Coordination & Outreach

31 Week of July 15–26, 2025

- Engage community-based organizations and city agencies for resource booths
- Coordinate with DPW for street barricades and post-cleanup
- Book live entertainment and hosts/emcees
- Order signage, banners, and event décor
- Finalize flyers and begin digital/physical promotion

Phase 3: Logistics & Confirmations

31 Week of July 29–August 9, 2025

- Confirm food vendors and cupcake corner supplies
- Finalize activities (Double Dutch, Zumba, petting zoo, arts & crafts)
- Coordinate schedules and roles for volunteers and city staff
- Submit finalized vendor list and layout to public safety officials

- Confirm auxiliary police/fire/EMS scheduling
- Launch final community push through press release, social media, robocalls

Phase 4: Final Prep & Execution

31 Week of August 12–22, 2025

- Print event maps and volunteer packets
- Distribute signage and directional materials
- Host volunteer and agency coordination meeting
- Confirm all deliveries and site setup needs
- Schedule load-in and breakdown timelines with vendors

31 August 23, 2025 — Event Day

- 7:00 AM: Street closure and DPW setup
- 8:00 AM: Vendor and activity setup begins
- 11:30 AM: All stations open and operational
- 12:00–5:00 PM: Event runs
- 5:30 PM: Breakdown, DPW cleanup, debrief with core team

31 August 25–29, 2025 — Post-Event

- Thank-you letters to partners and volunteers
- Social media recap and photo gallery
- Debrief meeting to document lessons learned for 2026



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
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File #: TMP -1561
A

Agenda Date: 8/13/2025

Agenda #: 5 -

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ATTEND THE NEW YORK CONFERENCE OF MAYORS AND MUNICIPAL OFFICIALS (NYCOM) 2025 FALL TRAINING SCHOOL

Whereas, in correspondence dated August 5, 2025, the Mayor formally requested authorization to attend the 2025 NYCOM Fall Training School to be held in Lake Placid, New York, from September 15 through September 19, 2025; and

Whereas, the New York Conference of Mayors and Municipal Officials (NYCOM) will hold its 2025 Fall Training School in Lake Placid, New York, from September 15 through September 19, 2025; and

Whereas, the NYCOM Fall Training School serves as an educational and networking opportunity for municipal leaders and elected officials throughout New York State to enhance their knowledge and effectiveness in local governance; and

Whereas, the City Council recognizes the importance of professional development and training for the Mayor in order to remain informed of best practices, legislative updates, and policy solutions that benefit the City of Mount Vernon; and

Whereas, the total cost for attendance at this training event, including registration, transportation, hotel accommodations, and incidentals, shall not exceed Two Thousand Dollars (\$2,000.00), with registration fees capped at Six Hundred Dollars (\$600.00); and

Whereas, the funds for this expenditure shall be made available through Budget Code A1210.402 - Travel; **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 of the City of Mount Vernon is hereby authorized to attend the 2025 NYCOM Fall Training School to be held in Lake Placid, New York, from September 15 through September 19, 2025.

Section 2. Budget and Expenses. The total cost of the trip, including registration, transportation, hotel accommodations, and incidentals, shall not exceed Two Thousand Dollars (\$2,000.00), with registration fees not to exceed Six Hundred Dollars (\$600.00). These expenses shall be charged to Budget Code A1210.402 - Travel.

Section 3. Effective Date. This Ordinance shall take effect immediately upon 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) 665-2360 – Fax: (914) 665-6173

MALCOLM CLARK
Chief of Staff

KHENDRA DAVID
Deputy Chief of Staff

August 5, 2025

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

[New York Conference of Mayors and Municipal Officials (NYCOM) 2025 Fall Training School]

Dear Honorable Council Members,

This letter comes as a request to the City Council for the enactment of legislation authorizing the Mayor to attend the New York Conference of Mayors and Municipal Officials (NYCOM) 2025 Fall Training School in Lake Placid on September 15th to September 19th, 2025.

The cost of registration is not to exceed \$600.00 per person. The entire trip including registration, transportation, incidentals, and hotel should not exceed \$2,000.00. (Two thousand dollars). The cost of the travel, hotel fees, and incidentals will be expensed from budget A 1210.402 – Travel

The NYCOM Annual Meeting brings together municipal leaders and city executives of New York State. This conference presents an occasion to converse with decision-makers in the public sector and an opportunity to share successful strategies and new ideas.

Please see the attached link for the most “up-to-date” schedule of events.
<https://www.nycom.org/nycom-fall-training-school-agenda>

In Service,

Shawyn Patterson-Howard, MPA
Mayor

“The Jewel of Westchester”



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
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File #: TMP -1483

Agenda Date: 7/9/2025

Agenda #: 6.

City Council:

**AN ORDINANCE AUTHORIZING THE MAYOR
TO ENTER INTO AN EMERGENCY CONTRACTUAL
AGREEMENT WITH ZONZINI PIPELINE INC. FOR
SEWER REHABILITATION WORK AT MACQUESTEN
AND WEST DEVONIA AVENUE AND 115 DELL AVENUE**

Whereas, in correspondence dated June 16, 2025, the Commissioner of the Department of Public Works formally requested authorization for the Mayor to enter into an emergency contractual agreement with Zonzini Pipeline Inc. for the removal and replacement of concrete slabs above sanitary and storm sewer mains at Macquesten and West Devonia Avenue, and 115 Dell Avenue; and

Whereas, the Department of Public Works has identified hazardous conditions resulting from the settling of concrete slabs above critical city sanitary and storm sewer mains located at Macquesten and West Devonia Avenue, and 115 Dell Avenue; and

Whereas, the deterioration and settling of these concrete slabs pose an imminent danger to vehicles, pedestrians, and public safety, and risk further damage to essential infrastructure; and

Whereas, emergency action is required to remove and replace the compromised concrete roadways to prevent injury, mitigate potential damage, and ensure the uninterrupted operation of public services; and

Whereas, in accordance with Section 6(B) of the City of Mount Vernon's Procurement Policy, emergency purchases are permitted where delay may threaten the life, health, safety, or welfare of the residents or the City, and therefore, the competitive bidding process may be bypassed in such cases; and

Whereas, Zonzini Pipeline Inc. was contacted to perform the emergency removal and repouring of concrete slabs at the specified locations and has provided a proposal in the amount of Nine Thousand One Hundred Three Dollars (\$9,103.00); and

Whereas, the City finds that entering into this emergency contractual agreement is in the best interest of public safety and municipal operations; **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 is hereby authorized to enter into an emergency contractual agreement with Zonzini Pipeline Inc. for the removal and replacement of concrete slabs above sanitary and storm sewer mains at Macquesten and West Devonia Avenue, and 115 Dell Avenue.

Section 2. Exception to Procurement Policy. This agreement is made pursuant to Section 6 (B) of the City of Mount Vernon Procurement Policy, allowing emergency purchases without competitive bidding due to the urgent threat to public safety and infrastructure.

Section 3. Funding. The total cost of \$9,103.00 for the sewer rehabilitation project shall be

charged to Budget Line A8120.405.

Section 4. Effective Date. This Ordinance shall take effect immediately upon 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) 914-665-2343
email:dpwconcerns@mountvernonny.gov

DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

June 16, 2025

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

Re: Emergency Sewer Rehabilitation – Macquesten/W Devonia Avenue & 115 Dell Avenue

Dear Honorable City Council Members,

BACKGROUND

I am writing to urgently request the City Council's approval to authorize the City to enter into an emergency contractual agreement with Zonzini Pipeline Inc. This request is essential due to a physical hazard and the immediate need to remove and replace sections of concrete roadways above the sewers.

Zonzini was contacted for the removal and repouring of concrete slabs above the city sanitary sewer and storm sewer main sections at Macquesten and West Devonia as well as 115 Dell Avenue. The concrete slabs in both areas were settling and could cause potential damage to vehicles and pedestrians.

PROCUREMENT POLICY

Section 6. Items Excepted from these Policies and Procedures by the City Council.

B. Emergency Purchases. For purpose of this section, an emergency refers to an occurrence that presents an immediate threat to public property, the life, safety, health, welfare or property of residents or the public, or threatens to curtail or terminate an essential service to residents or the public. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety, property or welfare of the residents or City of Mount Vernon.

FUNDING

The total associated cost for this rehabilitation is \$9,103.00.

Funding for these emergency repairs is available via department budget line A8120.405

Respectfully,

Damani Bush
Commissioner of Public Works
DB/lp

"The Jewel of Westchester"



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

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
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DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

Cc: City Engineer
File

"The Jewel of Westchester"



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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10550
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File #: TMP -1542
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Agenda Date: 8/13/2025

Agenda #: 7 -

City Council:

AN ORDINANCE AUTHORIZING THE COMMISSIONER OF PUBLIC WORKS TO ATTEND THE PUBLIC WORKS SUMMIT IN PONTE VEDRA BEACH, FLORIDA

Whereas, in correspondence dated July 24, 2025, the Commissioner of the Department of Public Works formally requested authorization for Damani Bush, Commissioner of Public Works, to attend the Public Works Summit from November 5, 2025, through November 7, 2025, in Ponte Vedra Beach, Florida; and

Whereas, the City of Mount Vernon is committed to advancing innovation, efficiency, and excellence in the delivery of municipal services, particularly within the Department of Public Works; and

Whereas, the Public Works Summit, scheduled to be held from Wednesday, November 5, 2025, through Friday, November 7, 2025, in Ponte Vedra Beach (Sawgrass), Florida, is a nationally recognized event dedicated to bringing together leading public works professionals, experts, and vendors to share best practices, new technologies, and solutions in the field of municipal operations; and

Whereas, Damani Bush, Commissioner of Public Works, has formally requested permission to attend the Summit, recognizing its value in enhancing the City's capacity to manage public infrastructure, explore innovation, and build strategic partnerships; and

Whereas, the Summit offers a cost-free opportunity to the City, with all accommodations fully covered by the event host, and thus poses no financial burden on the City of Mount Vernon; and

Whereas, attendance at this Summit will provide direct municipal benefits including knowledge-sharing, professional development, exploration of cost-saving technologies, networking opportunities, and strengthened planning capabilities for the Department of Public Works; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization. The City Council hereby authorizes Damani Bush, Commissioner of Public Works, to attend the Public Works Summit from November 5, 2025, through November 7, 2025, in Ponte Vedra Beach, Florida.

Section 2. Purpose. The purpose of this authorization is to enable the Commissioner to engage in professional development, strategic planning, and collaborative opportunities that will benefit the City's Department of Public Works and improve the delivery of municipal services.

Section 3. Funding. Attendance at the Summit shall be at *no* cost to the City of Mount Vernon. All accommodations, including lodging and event access, are fully covered by the Summit host. No City funds shall be expended in connection with this travel.

Section 4. Effective Date. This Ordinance shall take effect immediately upon approval by the City Council.



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

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 914-665-2343
email:dpwconcerns@mountvernonny.gov

DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

July 24, 2025

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

Re: Authorization to attend the Public Works Summit, Wednesday, November 5, 2025 - Friday, November 7, 2025

Dear Honorable City Council Members:

I am respectfully requesting approval for Damani Bush, Commissioner of Public Works to attend the Public Works Summit, Wednesday, November 5, 2025 - Friday, November 7, 2025, in Ponte Vedra Beach (Sawgrass), FL. As the Commissioner of Public Works, I believe attending this conference will significantly benefit our municipality in several key areas.

The Public Works Summit is renowned for bringing together leading experts, practitioners, and innovators in the public works sector. The summit is 48 hours of learning, information-sharing and networking. It offers a unique opportunity to learn from peers and suppliers with opportunities to explore partnerships that can help us address our city's challenges more effectively.

Municipal Benefits:

1. **Knowledge and Expertise Gaining:** The conference will provide insights into the latest trends, strategies, and technologies in public works. Attending the sessions and workshops can significantly enhance our understanding and capabilities in managing public works more efficiently and sustainably.
2. **Networking Opportunities:** This event will allow us to connect with other municipalities, technology providers, and policy experts. Networking with peers and industry leaders can open avenues for collaboration and sharing best practices, which is invaluable for our ongoing and future projects.
3. **Innovation and Solutions Exploration:** The expo features cutting-edge solutions and products that can improve city services, reduce costs, and enhance the quality of life for our residents. Exploring these innovations firsthand will enable us to elevate potential technologies and services that could be implemented in our municipality.
4. **Strategic Planning and Development:** Insights gained from the conference can inform our strategic planning process, help us to prioritize investments in infrastructure and technology that align with our long-term vision for a smarter, more connected city.
5. **Enhancing Public service:** By applying learned best practices and technologies, we can enhance the efficiency and effectiveness of municipal services, from waste management to water supply and traffic management.

Funding for this summit is at **no cost** to the City of Mount Vernon. All accommodations are fully covered by the Summit host.

Attending the Public Works Summit aligns with our commitment to fostering innovation and excellence in public services. The knowledge, connections, and insights gained from this event will be instrumental in advancing our municipality's public works initiatives and enhancing the quality of life for all residents.

Respectfully,



Damani L. Bush
Commissioner of Public Works
DB/dg

Your application has been accepted to attend the Public Works Summit!

From Michelle Fetterer <mfetterer@summits.endeavorb2b.com>

Date Wed 7/23/2025 5:31 PM

To Bush, Damani <dbush@cmvny.com>

Cc Gardner, Dana <dgardner@cmvny.com>

You don't often get email from mfetterer@summits.endeavorb2b.com. [Learn why this is important](#)

Dear Damani,

Welcome back! We are looking forward to hosting you along with 50 of your peers and some suppliers at the Pubic Works Summit, Wednesday, November 5, 2025 - Friday, November 7, 2025 in Ponte Vedra Beach (Sawgrass), FL.

The Summit is 48 hours of learning, information-sharing and networking in a totally unique way. Since you are accepted to join, there is no cost to you or your organization to participate. The Summit covers your airfare, ground transportation in the Jacksonville area, hotel, and all meals, which are part of the Summit meeting schedule.

To reserve your seat, **please reply to this email to confirm that you are planning to attend the Summit and mark Wednesday, November 5, 2025 to Friday, November 7, 2025 on your calendar.** We will send you information about booking your travel as we get closer to the event. If you need to get approval from your municipality to travel, we recommend starting this process now so you are ready when the time comes to book your airfare.

This is a new type of professional development and networking event for most people, so please contact me with any questions you may have.

We are looking forward to speaking with you soon and meeting you at the Summit!

Thank you,

Michelle Fetterer

Attendee Services & Matching Manager

Endeavor Business Media

847-423-5127

mfetterer@endeavorb2b.com





City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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File #: TMP -1570
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Agenda Date: 8/13/2025

Agenda #: 8 -

AN ORDINANCE AUTHORIZING A BUDGET TRANSFER WITHIN THE DEPARTMENT OF PUBLIC WORKS TO COVER THE EMERGENCY RENTAL OF A TOWABLE GENERATOR AND COOLING UNIT FOR THE DOLES CENTER

Whereas, in correspondence dated August 7, 2025, the Commissioner of the Department of Public Works formally requested authorization for the Comptroller to effectuate the following intra-departmental transfer within the Department of Public Works budget for Fiscal Year 2025; and

Whereas, the Department of Public Works has determined that an urgent budget line transfer is necessary to address an emergency currently affecting the Doles Center Senior Program and Cooling Station; and

Whereas, a towable generator and cooling unit must be rented immediately to ensure the continued operation of vital services for senior citizens and residents utilizing the Doles Center during extreme heat conditions; and

Whereas, the funding is available within the Department of Public Works budget under the line item for Maintenance of Parking Garages (A1620.431), and the funds need to be transferred to the Equipment budget line (A1620.203) to support the emergency rental; and

Whereas, the City Council has reviewed the justification for the transfer and acknowledges the necessity of acting promptly to ensure public safety and well-being; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization of Budget Transfer. The Comptroller is hereby authorized and directed to effectuate the following intra-departmental transfer within the Department of Public Works budget for Fiscal Year 2025:

From:	Amount:	To:
DPW Building Maintenance - Maintenance of Parking Garages Budget Line: A1620.431	\$15,000.00	DPW Building Maintenance - Equipment Budget Line: A1620.203

Section 2. Purpose. The purpose of this transfer is to cover the cost of renting a towable generator and cooling unit to address emergency conditions at the Doles Center that affect senior

programming and its designation as a community cooling station.

Section 3. Effective Date. This Ordinance shall take effect immediately upon 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, MOUNT VERNON, NY 10550
(914) 914-665-2343
dpwconcerns@mountvernonny.gov

DAMANI L. BUSH
COMMISSIONER
JOHN NUCULOVIC
DEPUTY COMMISSIONER

13 August 2025

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

Re: **EMERGENCY DECLARATION: DOLES CENTER [SENIOR PROGRAM AND COOLING STATION]**

Dear Honorable City Council Members,

1. PURPOSE. I am writing to urgently but respectfully request the City Council's approval to authorize the City to declare an emergency, and authorize two immediate actions: (1) the rental and use of a portable cooling unit, which in an assembly of cooling equipment and requisite generator; and (2) the repair in part and replacement in kind, in part, of IIVAC systems at the Doles Center.

The exigency of this situation needs to be stated plainly – not only is this the unit at the Doles Center which cools the area used by the Senior Programs, but also is the area that serves as a "Cooling Station" for the City of Mount Vernon.

2. BACKGROUND. This unit is a 25-year-old element and is a part of our HVAC systems for the Doles Center. It is well beyond its expected service life and is no longer functioning reliably and poses a serious risk to the health and well-being of our residents — particularly during the current extreme heat wave. The unit's age has made it increasingly difficult to maintain, and attempts to patch the system have proven ineffective. A full replacement is necessary and must be prioritized to prevent any disruption of service to those who rely on this facility for relief from the heat, as well as warmth in the winter. In addition to the preventative maintenance such as filter changes and washing of the coils, recent corrective maintenance on the unit is as follows: (1) replacement in kind of two condenser fan motors ; (2) replacement in kind of contactors and capacitors; (3) replacement in kind of a mother/circuit board (4) over 15 calls for service to an outside vendors over the last three years.

We have surmounted an issue related to this in the recent past. Approximately 18 months ago, the Courts and Police Building Complex had the main chiller fail, and we rented a towable generator and cooling unit.

In this scenario, we seek to do just that, a rental while we purchase, permit, and put in place a replacement for the rooftop unit.

3. ISSUE. The maintenance matter is twofold; (1) a new 20 ton, two stage, conversion to gas unit is needed above the Senior Area [zone 3]; and (2) a new blower motor is required above the Classroom [zone 1]. *Depending on the amount of time needed to acquire and install the equipment, and lead time, the rental time may change but we seek a not to exceed of three months.* The only other issue is a simultaneous budget transfer in support of this documentation/declaration.

4. JUSTIFICATION / PROCUREMENT POLICY. This writer believes that a cooling station, which has been designated and published by the city to its residents, would appear to be in line with: *Section 6. Items Excluded from these Policies and Procedures by the City Council. B. Emergency Purchases.* For purpose of this section, an emergency refers to an occurrence that presents an immediate threat to public property, the life, safety, health, welfare or property of residents or the public, or threatens to curtail or terminate an essential service to residents or the public. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety, property or welfare of the residents or City of Mount Vernon.

In addition, the ENV study of the Doles Center placed the HVAC replacement at the highest priority. They estimated a rooftop unit, and recommended a gas conversion, and priced the entirety at 284,861.00USD.

5. FUNDING. Please see funding, and attached, as follows:

5.A. *Blower.* For parts and labor the cost of the blower will be: \$8,275.00 and the budget code will be (A160.203).

5.B. *Rooftop.* For parts and labor the cost of the rooftop unit will be: \$76,143.24 and the budget code will be (A1620.414).

5.C. *Rental.* The rental total will be projects will be \$ 25,671.39 and the budget code will be (A1620.203), pending the aforementioned transfer from (A1620.414).

The rental first month charge is \$ 10,461.13

Every other month after is \$ 8,557.13

As stated, we seek NTE 3 months \$ 25,671.39

5.D. *Total Cost.* The total associated costs for this rehabilitation are \$110,089.63. [or 101,532.50]

5.E. *Funding Source.* Funding for these emergency repairs shall be available from (A1620.203) [for 35,850.39] & (A1620.414) [for 76,143.24].

Respectfully Submitted,



John Nuculovic
Deputy Commissioner of Public Works



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
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File #: TMP -1546

Agenda Date: 8/13/2025

Agenda #: 9.

City Council:

AN ORDINANCE DECLARING AN EMERGENCY AND AUTHORIZING THE RENTAL OF TEMPORARY COOLING EQUIPMENT AND THE REPAIR AND REPLACEMENT OF HVAC SYSTEMS AT THE DOLES CENTER

Whereas, in correspondence dated August 13, 2025, the Deputy Commissioner of the Department of Public Works formally requested authorization to declare that an emergency exists at the Doles Center due to the imminent threat to public health and safety arising from the failure of essential HVAC systems serving the Senior Program and Cooling Station; and

Whereas, the rooftop HVAC unit serving the Senior Area (Zone 3) is a 25-year-old component well beyond its expected service life, has suffered repeated failures despite extensive corrective maintenance, and now poses an immediate threat to the health and safety of residents; and

Whereas, the failure of this HVAC unit jeopardizes essential cooling services to vulnerable populations, including seniors and other residents seeking relief from dangerous high temperatures; and

Whereas, additional deficiencies include the need for a new blower motor above the Classroom (Zone 1), without which the facility cannot maintain safe indoor temperatures; and

Whereas, the current extreme heat wave, coupled with the facility's reliance on these systems, constitutes an exigent circumstance as defined in Section 6(B) of the City's Procurement Policies - an occurrence that presents an immediate threat to the life, safety, health, and welfare of residents; and

Whereas, to prevent disruption of essential cooling services, it is necessary to immediately rent and deploy a portable cooling unit with generator while procuring and installing a replacement rooftop unit and blower motor; and

Whereas, an ENV study identified HVAC replacement at the Doles Center as the highest priority, recommending a rooftop unit with gas conversion at an estimated cost of \$284,861.00; and

Whereas, funding is available through existing budget allocations and transfers as set forth herein; **Now, Therefore, Be It Resolved That**

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

Section 1. Emergency Declaration. The City Council hereby declares that an emergency exists at the Doles Center due to the imminent threat to public health and safety arising from the failure of essential HVAC systems serving the Senior Program and Cooling Station.

Section 2. Authorization of Immediate Actions. The Mayor, or their designee, is

authorized to:

1. **Rent and deploy** a portable cooling unit, including all associated equipment and a generator, for a period not to exceed three (3) months; and
2. **Procure and install** a new 20-ton, two-stage rooftop gas-conversion HVAC unit for Zone 3 (Senior Area); and
3. **Procure and install** a new blower motor for Zone 1 (Classroom).

Section 3. Funding. Funding for the emergency repairs and rentals shall be allocated as follows:

- **Blower Motor** - \$8,275.00 from Budget Code A1620.203
- **Rooftop Unit** - \$76,143.24 from Budget Code A1620.414
- **Portable Cooling Unit Rental** - Not to exceed \$25,671.39 from Budget Code A1620.203 (including transfer from A1620.414 as needed) - as follows:
 - First month: - \$10,461.13
 - Every month thereafter: - \$ 8,557.13
 - NTE - three months: \$25,671.39
- **Total Authorized Expenditure** - Not to exceed \$110,089.63

Section 4. Procurement Authority. Pursuant to Section 6(B) of the City's Procurement Policies, the aforementioned purchases are excepted from competitive bidding requirements due to the existence of an emergency as defined therein. All such purchases shall be documented and reported to the City Council.

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

Lee Mechanical
Phone: 914-207-3902
Email: Dennis@LeeMechanical.Pro
Website: LeeMechanical.Pro
EPA License #1619006010
DUNS #11-878-8661
NYC (MBE) Minority Business Certified



Estimate # 364

Date

7/14/2025

Name / Address

Doles Recreation Center
 250 South 6th Ave
 Mount Vernon, NY 10550

Payment Terms:

- 60% Deposit
- 20% at 50% Completion
- Balance due at Completion of the Job

- All Quotes are Valid for 15 Days
- Deposits are non-refundable or transferable

Project Name

Description	Qty	Rate	Total
Replacing Existing TRANE Rooftop Unit Model #TCD240B30AFB Serial #R20101803D With a York 20 Ton Rooftop Unit Model #KV20N3DP2L1AAA81A1 - Two Stage Compressor - Natural Gas Heating - TWO (2) WEEK LEAD TIME - PRICE INCLUDES RIGGING - PRICE INCLUDES PLUMBING FOR GAS LINE - PRICE INCLUDES ELECTRICAL WARRANTY • One (1) Year Limited Warranty on the Complete Unit • Five (5) Year Warranty - Compressors and Electric Heater Elements • Ten (10) Year Warranty - Aluminized Steel Tubular Heat Exchangers • TWO (2) Year Warranty - LEE MECHANICAL NOT INCLUDED in Pricing - MECHANICAL DRAWINGS - PERMITS		76,143.24	76,143.24
Subtotal			\$76,143.24
Sales Tax (8.38%)			\$0.00
Total			\$76,143.24

Print Name

Signature



PC#: 0199
1340 SPOFFORD AVE
BRONX, NY 10474 6126
718-328-8111

SUNBELT RENTALS, INC.

Salesman: 104310 RIVERA, STEVEN (10)
Typed By: TRAMDAS

Job Site:

BRICK BUILDING
250 S 6TH AVE
MOUNT VERNON, NY 10550 3809

C#: 914-665-2339 J#: 914-330-7640

Customer: 841013

CITY OF MT. VERNON - DPW
1 ROOSEVELT SQUARE ROOM 108
MOUNT VERNON, NY 10552

QUOTE

Contract #.. 171211171
Contract dt. 7/07/25
Date out.... 7/07/25 5:00 PM
Est return.. 8/04/25 5:00 PM
Job Loc..... 250 SOUTH 6TH AVE, MT VERNON
Job No..... 250 SOUTH 6TH AVE
P.O. #..... 25 TON
Ordered By.. PERSUAD, AVINESH
NET 45

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	56KW DIESEL GENERATOR 0090070	353.72	353.72	925.00	2411.10	2411.10
1.00	25 TON AC W/HEATER 480V 3PH TR 1080231	1595.00	1515.25	2869.20	5170.55	5170.55
4.00	20" X 25' DUCT	33.28	31.62	73.94	171.50	686.00
1.00	50' #2 BANDED 5-WIRE	40.00	40.00	80.00	164.92	164.92

*** EQP MSG ***

8 Hrs/Day 40 Hrs/Wk = 1.0x Rate

9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate

17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate

During a declared state of emergency and/or a pending or existing natural disaster, all rentals of this generator type will be billed at a one-week minimum rental period for 24-hours of usage per day. The one-week minimum rental at 24-hour usage rates does not apply to pre-existing generator rentals.

SALES ITEMS:

Qty	Item number	Unit	Price	
1	DLPKSRCHG	EA	204.000	204.00
	TRANSPORTATION SURCHARGE			
1	E&DLABOR	EA	500.000	500.00
	2218XXX050 ERECTION & DISMANTLE LABOR			
1	ENVIRONMENTAL	EA	124.560	124.56

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

66



PC#: 0199
1340 SPOFFORD AVE
BRONX, NY 10474 6126
718-328-8111

SUNBELT RENTALS, INC.

Salesman: 104310 RIVERA, STEVEN (10
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Job Site:

BRICK BUILDING
250 S 6TH AVE
MOUNT VERNON, NY 10550 3809

C#: 914-665-2339 J#: 914-330-7640

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Job No..... 250 SOUTH 6TH AVE
P.O. #..... 25 TON
Ordered By.. PERSUAD, AVINESH
NET 45

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
	2133XXX000	ENVIRON/HAZMAT/DISPOSAL FEE				
	DELIVERY CHARGE		600.00			
	PICKUP CHARGE		600.00			
				Sub-total:	10461.13	
				Total:	10461.13	

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK
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MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

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2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

67

SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any time, location, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by a person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with four meters. "Ordinary Wear and Tear" means normal deterioration encountered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is a data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable details are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the use; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) utilize the use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tire/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) **NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF CAUSED BY THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.**

8) **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/uninsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancecertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accident for which Customer has received the RPP fee. **THE EXCLUSION OF LIABILITY OF CUSTOMER DOES NOT APPLY TO THE EXCLUSION OF LIABILITY OF CUSTOMER, AND ARE NOT MODIFIED BY THE RPP. RPP IS REDUCED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period Identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfees) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without any legal process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Fuel Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

20) **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacy.

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in state, whichever is greater; and (b) the person has full authority to bind, execute and perform this Contract, and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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CITY HALL, MOUNT
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File #: TMP -1566
A

Agenda Date: 8/13/2025

Agenda #: 10 -

City Council:

AN ORDINANCE AUTHORIZING THE PUBLIC RELEASE OF RFQ NO. 07.25 - PROFESSIONAL ENGINEERING SERVICES FOR PLANNING, DESIGN, AND CONSTRUCTION PHASE SERVICES OF DRINKING WATER, SEWER, STORM SEWER, AND INFRASTRUCTURE PROJECTS

Whereas, in correspondence dated July 24, 2025, the Commissioner of the Department of Public Works formally requested authorization and approval for the public release of Request for Qualifications No. 07.25 - Professional Engineering Services for the planning, design, and construction phase services related to drinking water, sewer, storm sewer, and infrastructure improvements across the City of Mount Vernon; and

Whereas, the City of Mount Vernon is currently subject to a Consent Decree issued by the United States Environmental Protection Agency (EPA) and the New York State Department of Environmental Conservation (DEC) to resolve longstanding violations of the Clean Water Act; and

Whereas, the Department of Public Works (DPW) is leading the City's efforts to achieve full compliance with the Consent Decree and address critical infrastructure needs; and

Whereas, the timely procurement of specialized engineering expertise is essential to implement required improvements to the City's drinking water, wastewater, and stormwater systems and to meet regulatory deadlines; and

Whereas, the City seeks to issue Request for Qualifications (RFQ) No. 07.25 to identify and engage qualified professional engineering firms to support these urgent infrastructure projects, including design, construction oversight, flood mitigation, MS4 compliance, and asset management; and

Whereas, the proposed RFQ will promote equitable contracting opportunities by establishing a goal of 20% participation by certified Minority and Women-Owned Business Enterprises (MWBEs); and

Whereas, the City Council finds that the release of RFQ No. 07.25 is in the public interest and necessary to protect public health, safety, and the environment by ensuring compliance with state and federal mandates; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Release RFQ No. 07.25. The City Council hereby authorizes and approves the public release of Request for Qualifications No. 07.25 - Professional Engineering

Services for the planning, design, and construction phase services related to drinking water, sewer, storm sewer, and infrastructure improvements across the City of Mount Vernon.

Section 2. Purpose of RFQ. The RFQ seeks to solicit qualifications from engineering firms to support the Department of Public Works in:

- Engineering design and construction oversight
- Sewer system rehabilitation and flood mitigation
- Lead service line replacement and program implementation
- MS4 permit compliance and public education
- Regulatory agency coordination and reporting
- Infrastructure asset management and long-term planning

Section 3. Commitment to MWBE Inclusion. The City affirms its commitment to equity and inclusion in public contracting. The RFQ shall encourage participation of certified Minority and Women Business Enterprises (MWBEs) and shall establish a target goal of 20% MWBE engagement in awarded contracts.

Section 4. Consent Decree Compliance. All services procured through RFQ No. 07.25 shall directly support the City's compliance with the Consent Decree issued by the EPA and DEC and shall be coordinated with ongoing regulatory obligations and infrastructure improvement initiatives.

Section 5. Severability. If any clause, sentence, paragraph, subdivision, or section of this Ordinance is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council.



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
JOHN NUCULOVIC
Deputy Commissioner

August 5, 2025

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

RE: Request for Release of RFQ No. 07.25 – Professional Engineering Services

Dear Honorable Council Members,

I am writing to respectfully request your approval for the public release of **RFQ No. 07.25 – Professional Engineering Services for the Planning, Design and Construction Phase Services of Drinking Water, Sewer, Storm Sewer and Infrastructure.**

As you are aware, the City of Mount Vernon is under a Consent Decree with the U.S. Environmental Protection Agency (EPA) and the New York State Department of Environmental Conservation (DEC) to address longstanding violations of the Clean Water Act. In response, the city is aggressively pursuing solutions to bring our infrastructure systems into full compliance. The Department of Public Works (DPW) is leading these efforts, and timely access to specialized engineering expertise is critical to ensuring that we meet the obligations and deadlines outlined in the Consent Decree.

This Request for Qualifications seeks to engage qualified professional engineering firms to support the Department of Public Works in delivering critical infrastructure improvements across the city, including compliance with regulatory mandates, implementation of capital upgrades, and support for ongoing water, wastewater, and stormwater system operations. The services outlined in the RFQ are essential to maintain and enhance the safety, reliability, and environmental compliance of Mount Vernon's infrastructure systems.

The selected firm(s) will provide services including but not limited to:

- Engineering design and construction oversight
- Sewer system rehabilitation and flood mitigation
- Lead service line program implementation
- MS4 compliance and public education
- Regulatory coordination and reporting
- Infrastructure asset management and planning



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

JOHN NUCULOVIC
Deputy Commissioner

In alignment with the City's commitment to equity and inclusion, the RFQ promotes participation of certified Minority and Women Business Enterprises (MWBE) and sets a target goal of 20% MWBE engagement. Attached for your review is the full RFQ document.

Respectfully,

Damani L. Bush
Commissioner of Public Works
DLB/jn

Cc: New York State Department of Environmental Conservation
New York State Environmental Facilities Conservation
Comptrollers' Office
City Engineer
File



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -1529
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Agenda Date: 8/13/2025

Agenda #: 11 -

City Council:

AN ORDINANCE AUTHORIZING THE BOARD OF WATER SUPPLY TO AMEND THE SALARY FOR THE LEAD SERVICE LINE DATA ENTRY CLERK POSITION

Whereas, in a letter dated July 17, 2025, the Commissioner of the Board of Water Supply formally requested authorization for the Board of Water Supply to amend the salary for the Lead Service Line Data Entry Clerk position as recommended by the Department of Human Resources; and

Whereas, the Board of Water Supply has identified the need to amend the salary for the Lead Service Line Data Entry Clerk position to reflect the Department of Human Resources' assessment and analysis of the role's responsibilities and qualifications; and

Whereas, the City has entered into recent Memoranda of Agreement (MOAs) under the collective bargaining agreements with the Civil Service Employees Association (CSEA) and the Teamsters Local 456 to maintain parity in salaries for comparable roles within the City workforce; and

Whereas, the Department of Human Resources has recommended, and the Board of Water Supply concurs, that the salary for the Lead Service Line Data Entry Clerk be increased to align with the CSEA Grade 5B pay scale to ensure fair and competitive compensation; and

Whereas, the proposed salary increase from \$52,000 to \$53,096.47 (Grade 5B, Step 2) for the 2025 fiscal year will be fully funded through the existing \$2 million grant from the New York State Environmental Facilities Corporation (EFC), which was budgeted and approved for this purpose; and

Whereas, final approval by the City Council and the Board of Estimates and Contracts is required to enact this salary adjustment; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization. The City Council hereby authorizes the Board of Water Supply to amend the salary for the Lead Service Line Data Entry Clerk position as recommended by the Department of Human Resources.

Section 2. Salary Adjustment. The salary for the Lead Service Line Data Entry Clerk shall be increased from \$52,000 to \$53,096.47 per annum, consistent with Grade 5B, Step 2 of the CSEA salary schedule. The salary range for this position shall be maintained at a minimum of \$51,004.17 and a maximum of \$69,834.87.

Section 3. Funding. The salary adjustment shall be funded entirely through the existing \$2 million grant awarded by the New York State Environmental Facilities Corporation (EFC). No additional City funds shall be required.

Section 4. Effective Date. This Ordinance shall take effect immediately upon approval by the City Council, the Board of Estimates and Contracts, and all other required parties.



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. SPRUILL

SUPERINTENDENT JOHN F. ARENA

CITY HALL – ROOM 2
MOUNT VERNON, NY 10550

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

July 17, 2025

VIA EMAIL:

Honorable Members of the City Council
(Through the Office of the Mayor)
City Hall – 1 Roosevelt Square
Mount Vernon, NY 10550

RE: INCREASING SALARY FOR LEAD SERVICE LINE DATA ENTRY CLERK

Dear Honorable Council Members:

I respectfully request legislation be enacted authorizing the Board of Water Supply to amend the salary for the Lead Service Line Data Entry Clerk position.

This legislative request seeks to amend the salary based on the Department of Human Resources' assessment and analysis of the role's responsibilities and qualifications. Considering recent Memoranda of Agreement (MOAs) under the collective bargaining agreements with CSEA and the Teamsters Local 456, we aim to maintain salary parity between the Lead Service Line Replacement positions and comparable roles within the City of Mount Vernon. Based on the assessment conducted by Human Resources ("HR"), we, in coordination with HR, propose amending the Lead Service Line Data Entry Clerk's starting 2025 salary from \$52,000 to \$53,096.47 (Grade 5B, Step 2), aligning it with CSEA Grade 5B.

This salary adjustment will be fully funded by the existing \$2 million grant from the New York State Environmental Facilities Corporation (EFC). The funds for this position were budgeted, approved by the NYS EFC, and are now subject to final approval by the City Council and the Board of Estimates and Contracts.

BOARD OF WATER SUPPLY
Lead Service Line Data Entry Clerk
\$52,000 to \$53,096.47 - Grade 5B Step 2 (Min: \$51,004.17 To Max: \$69,834.87)

Thank you for your attention to this critical matter. If you have any further concerns, please feel free to contact me.

Respectfully submitted,


Carlton Spruill
Commissioner



MOUNT VERNON
THE HEART OF WESTCHESTER



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -1526
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Agenda Date: 8/13/2025

Agenda #: 12 -

City Council:

LOCAL LAW NO. __ OF 2025

A LOCAL LAW OF THE CITY OF MOUNT VERNON, NEW YORK, AMENDING THE REFUSE SUSTAINABILITY FEE

Whereas, an amendment to clarify and enhance the current Local Law as written is necessary;
and,

Whereas, the inclusion of the two added definitions will provide clear guidance on the classifications of Industrial Properties and Commercial Properties; and,

Whereas, this Amendment will ensure that there will be equitable application of the Refuse Sustainability Fee;

Now therefore, be it enacted by the City Council of the City of Mount Vernon, New York, in the County of Westchester, as follows:

Section 1. Section 112-c of Chapter C Article IX Department of Public Works, also known as the Charter of the City of Mount Vernon, as added by Local Law No. 3 of 2022, is hereby amended to read as follows:

Section 112-c Refuse Sustainability Fee.

(1) Purpose; authority. Establishment of refuse sustainability fee. The City Council of Mount Vernon ("City") hereby establishes a Refuse Sustainability Fee to defray the cost of collection, transportation, and disposal of solid waste and recyclables from improved real properties in the City.

(2) Definitions. All terms outlined in this local law shall have the same definitions as outlined in Chapter 112-b, "Sewer Rents" of the Mount Vernon City Charter, unless otherwise noted herein.

(3) Computation of refuse sustainability fees. The Refuse Sustainability Fee for each calendar year for each improved real property in the City shall be calculated by multiplying the number of parcels on each such tax assessment lot, as shown on the most current tax assessment roll and records of the City Assessor, by the Refuse Sustainability Fees outlined in Part II: General Legislation; Chapter 126: Fees and Deposits; Article VI: Sewer Rents and Refuse Sustainability Fees of the Mount Vernon City Code.

Changes in fees. The Refuse Sustainability Fee may be changed by amending Part II: General Legislation; Chapter 126: Fees and Deposits; Article VI: Sewer Rents and Refuse Sustainability Fees of the Mount Vernon City Code.

(4) Billing of refuse sustainability fees. The Refuse Sustainability Fee for each improved real property in the City shall be billed for each calendar year as a separate line item on a biannual real property tax bill for each such tax assessment lot. Only in the year of the enactment of the Refuse Sustainability Fee, must it be due in full by December 31. Every year thereafter, it will be due in conjunction with the City Property tax schedule.

(5) Usage of refuse sustainability fees. The collection of revenue from the Refuse Sustainability Fees shall only be used to defray the cost of collection, transportation, capital projects, benefits, and disposal of solid waste refuse and recyclables within the City of Mount Vernon.

(6) (a) Ability to opt out of refuse sustainability fees. The Refuse Sustainability Fees can only be opted out of by commercial and industrial improved real property in the City. These opt-outs must be submitted by written communication to the Commissioner of the Department of Public Works before September 30 of the current year to be effective for the next succeeding year.

(b) Industrial Property. Industrial Property shall be deemed as property used for repair, trade, or manufacturing, production, assembly, or processing of finished products and fabrications. This includes any office or other accommodation on the same property, the use of which is incidental to such activity.

(c) Commercial Property. Commercial Property shall be deemed as property intended to generate a profit from capital gains, such as office buildings, hotels, farmland, warehouses, medical centers, garages, and other similar uses. This includes any office or other accommodation on the same property, the use of which is incidental to such activity.

(7) Levy and lien of unpaid refuse sustainability fees. If a Refuse Sustainability Fee including accrued interest thereon is not fully paid by the second installment of the calendar year for which originally billed, the unpaid amount shall, pursuant to the procedures set for in § 120-cc of the General Municipal Law, become a lien as of January 1 of the next succeeding year and shall accrue additional interest, to be collected, and to be enforced in the same manner and at the same time as provided by law for City taxes due in such next succeeding year. An exception is made for the first year of the enactment of the Refuse Sustainability Fees.

Section 2. If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

Section 3. This Local Law shall be retroactive to January 1, 2025, and shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

New matter underlined

Deleted matter in brackets []



City of Mount Vernon, New York

Staff Report

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File #: TMP -1535
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Agenda Date: 8/13/2025

Agenda #: 13 -

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS WITHIN THE OFFICE OF THE CITY CLERK BUDGET TO COVER TRAVEL-RELATED EXPENSES

Whereas, in correspondence dated July 21, 2025, the City Clerk formally requested authorization for the Comptroller to execute a transfer of funds within the Office of the City Clerk's budget as detailed below; and

Whereas, the Office of the City Clerk has identified the need to fund future travel-related expenses to support official duties and operations; and

Whereas, a review of the current budget reveals that sufficient funds are available in the Software & Software Support budget line that may be reallocated without impacting essential services; and

Whereas, it is in the best interest of the City of Mount Vernon to ensure that the Office of the City Clerk has adequate funding to support necessary travel expenditures in the performance of its official functions; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization of Budget Transfer. The Comptroller is hereby authorized and directed to transfer funds within the Office of the City Clerk's budget as follows:

From:	Amount:	To:
A1410.215 (Software & Software Support)	\$5,000.00	A1410.402 (Travel Expense)

Section 2. Purpose. The funds transferred pursuant to this Ordinance shall be used exclusively to cover necessary and reasonable travel-related expenses for the Office of the City Clerk.

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



OFFICE OF THE CITY CLERK
ONE ROOSEVELT SQUARE NORTH
MOUNT VERNON, NEW YORK 10550
(914) 668-2352 * WWW.CMVNY.COM

NICOLE BONILLA, MBA
City Clerk

JORDAN RIULLANO, JD
Deputy City Clerk

July 21, 2025

Re: Transfer of Funds

Dear Honorable City Council Members,

The following budget line transfer is necessary to cover the cost of future travel-related expenses for the Office of the City Clerk.

FROM:	AMOUNT:	TO:
A 1410.215 (Software & Software Support)	\$5,000.00	A 1410.402 (Travel Expense)

If the honorable body approves, please enact legislation for the requested budget transfer.
Thank you.

Sincerely,

Nicole Bonilla, MBA
City Clerk



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -1536
A

Agenda Date: 8/13/2025

Agenda #: 14 -

City Council:

AN ORDINANCE AUTHORIZING THE CITY CLERK AND EXECUTIVE ASSISTANT TO ATTEND THE 2025 NYCOM FALL TRAINING SCHOOL IN LAKE PLACID, NEW YORK

Whereas, in correspondence dated July 30, 2025, the City Clerk, Nicole Bonilla, has requested permission for herself and Executive Assistant, Kimberly Joshua, to attend the 2025 New York Conference of Mayors (NYCOM) Fall Training School, to be held in Lake Placid, New York, from September 15 through September 19, 2025; and

Whereas, the New York State Conference of Mayors and Municipal Officials (NYCOM), in collaboration with the Office of the State Comptroller, the New York State Society of Municipal Finance Officers, and the New York State Association of City and Village Clerks, is holding its annual Fall Training School from September 15 through September 19, 2025, in Lake Placid, New York; and

Whereas, the Fall Training School provides over sixty educational sessions covering a wide range of municipal governance topics, including open meetings law, vital records, records management law, local laws, special event permitting, and other matters essential to the responsibilities of the Office of the City Clerk and the legislative operations of the City Council; and

Whereas, attendance at this conference will provide significant professional development, networking opportunities, and valuable insights that support the efficient and informed administration of municipal duties within the City of Mount Vernon; and

Whereas, City Clerk Nicole Bonilla and Executive Assistant Kimberly Joshua will attend the conference jointly to ensure broad session coverage, effective note-taking, and coordinated follow-up of learning objectives; and

Whereas, the total cost of attendance, including registration fees, travel, lodging, meals, and incidental expenses, is estimated not to exceed Two Thousand Five Hundred Dollars (\$2,500.00), to be expensed from budget lines A1410.417 (Education/Training) and A1410.402 (Travel Expenses);

Whereas, attendance at this conference will benefit the City of Mount Vernon by enhancing the knowledge and efficiency of the Office of the City Clerk; **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 Conference. The City Council hereby authorizes Nicole Bonilla, City Clerk, and Kimberly Joshua, Executive Assistant, to attend the New York Conference of Mayors (NYCOM) 2025 Fall Training School in Lake Placid, New York, from September 15 through September 19, 2025.

Section 2. Funding Allocation. The registration costs totaling One Thousand One Hundred

Forty Dollars (\$1,140.00) for registration shall be charged to Budget Line A1410.417 (Education/Training), and travel, lodging, meals, and incidental expenses estimated at One Thousand Three Hundred Sixty Dollars (\$1,360.00) shall be charged to Budget Line A1410.402 (Travel Expenses), for a combined total not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).

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



July 30, 2025

Re: Requesting Permission for City Clerk Nicole Bonilla & Executive Assistant
Kimberly Joshua to Attend NYCOM's Fall Training School
(September 15-19, 2025)

Agenda - [FALL School Agenda - New York Conference of Mayors](#)

Dear Honorable Members of the City Council,

I am respectfully requesting that the City Council approve and enact legislation for me and Executive Assistant Kimberly Joshua to attend the NYCOM's Fall Training School in Lake Placid, New York, starting September 15 through September 19th, 2025.

This year's NYCOM Fall Training School conference is in collaboration with the Office of the State Comptroller, the NYS Society of Municipal Finance Officers, and the NYS Association of City and Village Clerks. With more than sixty sessions covering a multitude of local government operations, it provides networking opportunities and allows attendees from throughout New York State to exchange ideas.

The agenda for this conference includes multiple concurrent sessions directly relevant to the Office of the City Clerk and the City Council's ongoing initiatives, particularly in areas such as vital records, open meetings law, special event permits, records management law, clerks' responsibilities, and local laws, among others. Mrs. Joshua will assist by attending sessions that I am unable to attend due to overlap, and she will also help with notetaking, follow-ups, and ensuring smooth coordination throughout the conference. This approach ensures we derive maximum value from the event and apply the learnings effectively within the Clerk's Office.



OFFICE OF THE CITY CLERK
ONE ROOSEVELT SQUARE NORTH
MOUNT VERNON, NEW YORK 10550
(914) 668-2352 * WWW.CMVNY.COM

NICOLE BONILLA, MBA
City Clerk

The conference registration is **\$1,140** (\$570 each) to be expensed from **A1410.417 (Education/Training)**. The estimated cost of travel, hotel accommodations, meals, and incidentals of **\$1,360** will be expensed from **A1410.402 (Travel Expenses)**, with a total cost not to exceed \$2,500.

Please let me know if you need further details regarding the agenda or anticipated benefits of our attendance. I believe this conference presents a valuable opportunity for strategic insights and professional development that align with our current priorities. Thank you for the consideration of my request, and I appreciate the Council's support.

Sincerely,

Nicole Bonilla, MBA
City Clerk



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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COM/MOUNTVERNONNY

File #: TMP -1553
A

Agenda Date: 8/13/2025

Agenda #: 15 -

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THREE-YEAR AGREEMENT WITH GRANICUS CORPORATION FOR LEGISLATION MANAGEMENT SOFTWARE AND RELATED SERVICES

Whereas, in correspondence dated July 30, 2025, the City Clerk formally requested authorization for the Mayor to enter into a three-year agreement with Granicus Corporation for the provision of Legistar legislative management software and related services, according to the OMNIA cooperative purchasing agreement; and

Whereas, the City of Mount Vernon previously utilized the services of Granicus Corporation for legislative management software and support services for the City Council and the Board of Estimate & Contract; and

Whereas, the City now seeks to re-enter into an agreement with Granicus Corporation for continued use of the Legistar legislative management software, as well as the Open Platform Suite, Send Agenda, and govDelivery for systems integration and workflow efficiencies; and

Whereas, Granicus Corporation is an authorized OMNIA Partner under Region 14 ESC-TX Contract No. 01-115, and the City of Mount Vernon holds OMNIA Membership No. 4022456, which permits cooperative purchasing; and

Whereas, the agreement will cover a three-year period with pricing allocated annually and to be paid from Budget Line A 1010.405 - Contracted Outside Services; and

Whereas, the services to be provided under the agreement are essential for ensuring the effective and transparent management of legislative processes for the City Council and the Board of Estimate & Contract;
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 Agreement. The Mayor is hereby authorized to enter into a three-year agreement with Granicus Corporation for the provision of Legistar legislative management software and related services, according to the OMNIA cooperative purchasing agreement.

Section 2. Scope of Services. The agreement shall include the following services:

- Legistar Management Software
- Open Platform Suite
- Send Agenda
- govDelivery Integration

All services are to be included in the annual pricing provided by Granicus Corporation.

Section 3. Term and Cost. The agreement shall be effective for a three-year term beginning October 5, 2025, and ending October 4, 2028. The total cost of the agreement shall be paid from Budget Line A 1010.405 - Contracted Outside Services, with annual costs as follows:

- **Year 1** - (Oct 5, 2025 - Oct 4, 2026): \$11,325.60
- **Year 2** - (Oct 5, 2026 - Oct 4, 2027): \$12,458.16
- **Year 3** - (Oct 5, 2027 - Oct 4, 2028): \$13,703.98

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



OFFICE OF THE CITY CLERK
ONE ROOSEVELT SQUARE NORTH
MOUNT VERNON, NEW YORK 10550
(914) 668-2352 * WWW.CMVNY.COM

NICOLE BONILLA, MBA
City Clerk

JORDAN RIULLANO, JD
Deputy City Clerk

August 5, 2025

Re: An ordinance to authorize re-entry into an agreement with Granicus Corporation to purchase legislation management software, and to authorize the Comptroller to make annual payments.

Dear Honorable Members of the City Council,

I am writing to request approval to re-enter into an agreement with Granicus Corporation for the provision of the legislation management software Legistar, to be utilized by the City Council and the Board of Estimate & Contract.

Granicus Corporation is an OMINA Partner ([Region 14 ESC-TX Contract #: 01-115](#))
City of Mount Vernon, New York OMNIA Membership #: 4022456

The new proposed agreement will cover the Legistar management software, Open Platform Suite, Send Agenda, and govDelivery for integrations. All listed services are included in the annual pricing to be paid from the expense account:

A 1010.405 - Contracted Outside Services

Year 1 → \$11,325.60 (Performance Period: Oct 5, 2025 – Oct 4, 2026)
Year 2 → \$12,458.16 (Performance Period: Oct 5, 2026 – Oct 4, 2027)
Year 3 → \$13,703.98 (Performance Period: Oct 5, 2027 – Oct 4, 2028)

I respectfully request that the City Council enact legislation to re-enter into this agreement, and that this ordinance take effect immediately upon approval by the Board of Estimate and Contract.

Thank you for your continued support. Please let me know if you require additional information and/or clarification.

Sincerely,

Nicole Bonilla, MBA
City Clerk



City of Mount Vernon, New York

Staff Report

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File #: TMP -1520
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Agenda Date: 8/13/2025

Agenda #: 16 -

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS WITHIN THE MOUNT VERNON YOUTH BUREAU BUDGET TO COVER SALARY EXPENSES FOR THE WORKFORCE DEVELOPMENT ACADEMY FOR YOUTH (WDAY) PROGRAM DIRECTOR

Whereas, in correspondence dated June 13, 2025, the Director of the Youth Bureau formally requested authorization to transfer the sum of Nineteen Thousand Seven Hundred Dollars (\$19,700.00) from Budget Code A7316.101 (Salaries) to Budget Code A6295.101 (Salaries) to cover the salary expenses of the WDAY Program Director for the period beginning July 1, 2025, and ending October 17, 2025; and

Whereas, the Workforce Development Academy for Youth (WDAY) is a vital program that provides necessary workforce development services and daily support to some of the most vulnerable youth ages 16 to 24 residing in the City of Mount Vernon; and

Whereas, the Westchester County Department of Social Services, on behalf of the Westchester -Putnam Local Workforce Development Board, has issued a Request for Proposals (RFP) for WDAY funding, which is due on July 25, 2025, at 10:00 a.m.; and

Whereas, due to changes in the source of funding, modifications to grant language, and the transition of the grant from an annually renewable basis to a four-year cycle, the estimated award letter for the grant is not expected until October 2025; and

Whereas, the Youth Bureau has confirmed, in consultation with the Financial Supervisor and the Assistant Comptroller, that sufficient funds are available in the current budget to ensure uninterrupted salary payments for the WDAY Program Director until the anticipated grant award is received; and

Whereas, the Mount Vernon City Council finds it necessary and in the public interest to authorize the transfer of funds within the Youth Bureau's budget to cover said salary expenses for the period from July 1, 2025, through October 17, 2025; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization. The Mount Vernon Youth Bureau is hereby authorized to transfer the sum of Nineteen Thousand Seven Hundred Dollars (\$19,700.00) from Budget Code A7316.101 (Salaries) to Budget Code A6295.101 (Salaries) to cover the salary expenses of the WDAY Program Director for the period beginning July 1, 2025, and ending October 17, 2025.

Section 2. Oversight and Reporting. The Youth Bureau, in coordination with the City

Comptroller's Office, shall ensure that all financial transactions related to this transfer are properly documented and reported in accordance with the City's financial procedures and audit requirements.

Section 3. Effective Date. This Ordinance shall take effect immediately upon 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

June 13, 2025

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 authorize the Mount Vernon Youth Bureau to transfer funds from budget code A7316.101 (Salaries) in the amount of \$19,700 to budget code A6295.101 (Salaries). Funds will cover salary expenses of the WDAY Program Director from July 1, 2025, through October 17, 2025.

The Workforce Development Academy for Youth (WDAY) RFP is issued by the Westchester County Department of Social Service on behalf of the Westchester-Putnam Local Workforce Development Board which is due on 7/25/25 at 10 am. Reasons behind the RFP being so late, has to do with the source of funding, verbiage that had to be altered, and the grant moving from an annually reapplying basis to a four-year basis. Giving the date the RFP is due, County's and City's processing and procedures, the estimated time to receive an award letter is forecast to be in October 2025. The work the WDAY Program does daily is necessary and needed for some of the most vulnerable youth ages 16-24 residing in Mount Vernon.

I have met with the Youth Bureau's Financial Supervisor and checked with the Assistant Comptroller to confirm that funds are available. 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

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

MVYB Files



City of Mount Vernon, New York

Staff Report

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File #: TMP -1522
A

Agenda Date: 8/13/2025

Agenda #: 17 -

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO APPROVE THE ATTENDANCE OF THREE (3) MOUNT VERNON YOUTH BUREAU STAFF MEMBERS, INCLUDING THE EXECUTIVE DIRECTOR, AT THE 2025 INDEPENDENT SECTOR'S NATIONAL SUMMIT IN ATLANTA, GEORGIA, AND PROVIDING FOR RELATED EXPENSES

Whereas, in correspondence dated July 9, 2025, the Executive Director of the Youth Bureau formally requested authorization for three (3) Mount Vernon Youth Bureau staff members, including the Executive Director, to attend the 2025 Independent Sector's National Summit to be held from October 26, 2025, through October 29, 2025, at the Signia by Hilton Atlanta Georgia World Congress Center in Atlanta, Georgia; and

Whereas, the City of Mount Vernon Youth Bureau is committed to strengthening the community through innovative programming, collaborative partnerships, and professional development opportunities; and

Whereas, the 2025 Independent Sector's National Summit (ISNS) is a premier gathering for nonprofit and philanthropic leaders focused on leveraging collective power to address pressing community and national challenges; and

Whereas, the ISNS will provide critical learning opportunities on topics including equitable workforce development, sustainable financial practices, inclusive funding strategies, intentional giving, and the ethical and practical implications of artificial intelligence in the charitable sector; and

Whereas, attendance at the ISNS will enable Youth Bureau staff to bring back actionable strategies, strengthen cross-sector partnerships, and further enhance services to the residents of Mount Vernon; and

Whereas, the estimated total cost for registration, travel, accommodations, per diem meals, and other related expenses for three (3) Youth Bureau staff members is not to exceed Eight Thousand Two Hundred Dollars (\$8,200), to be funded through Revenue Code A4820.4 with appropriations from Ready4LIFE Budget Codes A7335.423 (Conference Expense) and A7335.402 (Travel Expense); **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 is hereby authorized to grant permission for three (3) Mount Vernon Youth Bureau staff members, including the Executive Director, to attend the 2025 Independent Sector's National Summit to be held from October 26, 2025, through October 29, 2025, at the Signia by Hilton Atlanta Georgia World Congress Center in Atlanta, Georgia.

Section 2. Funding. The estimated cost of attendance, not to exceed Eight Thousand Two Hundred Dollars (\$8,200), shall be charged to Revenue Code A4820.4 with the corresponding appropriations from Budget Codes Ready4LIFE A7335.423 (Conference Expense) and A7335.402 (Travel Expense).

Section 3. 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 YOUTH BUREAU

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 665-2344 (914) 665-1373
Aburge@cmvny.com

Debbie Burrell-Butler
Executive Director
Dena Williams
Deputy Director

July 9, 2025

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 permission to grant three (3) Mount Vernon Youth Bureau staff including the Executive Director to attend the **2025 Independent Sector's National Summit (ISNS)**. The **three nights days** National Summit will take place in Atlanta from **October 26th - October 29th** at the Signia by Hilton Atlanta Georgia World Congress Center.

The ISNS is a gathering for nonprofit and philanthropic leaders who are passionate about using collective power to tackle the pressing challenges facing communities and the country. It focuses on collaboration between nonprofits and philanthropies, offering actionable strategies, driving transformational change, and fostering cross-sector partnerships. Some of the topics that will be discussed are: equitable workforce development strategies that promote sustainability, how to maintain financial health for long-lasting success, aligning values and inclusive practices to maximize funding impact and strengthen communities through intentional giving and how navigate AI's ethical and practical implications in the charitable sector.

The following are estimated cost for three (3) Youth Bureau staff members: Registration *3*\$795 = **\$2,385**, Tour & Workshop **\$265**, Hotel and Airfare for 3 people = **\$ 4,772**, Per Diem Meals *3 ppl* 4 days *\$50 = **\$600**, Gas and toll reimbursement to and from airport = **\$103**. Funds of **\$8,125** are to be accounted for in revenue code A4820.4 with the appropriations in budget codes: Ready4LIFE **A7335.423** (conference expense) & **A7335.402** (Travel Expense). This trip should not exceed \$8,200.

Should you require further information, please feel free to contact me at (914) 665-2347 or by email at Dburrell@mountvernonny.gov.

Sincerely,

Debbie Burrell-Butler

Debbie Burrell-Butler
Executive Director, MBA

Enclosed: Proof of Registration, Estimated cost of Airfare, & Lodge

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

"The Jewel of Westchester"



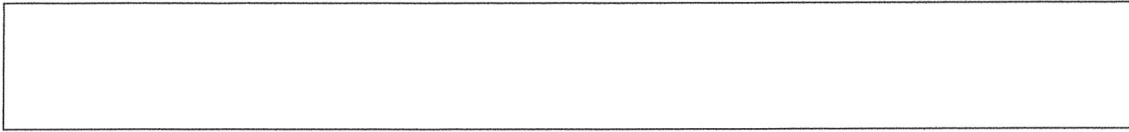
ISNS

Building Collective Power for
Nonprofits and Philanthropy

INDEPENDENT SECTOR'S NATIONAL SUMMIT | OCTOBER 27-29, 2025

Be Part of Independent Sector's National Summit 2025

Together, we'll harness the collective power of the charitable sector to tackle the complex challenges shaping our communities and country.

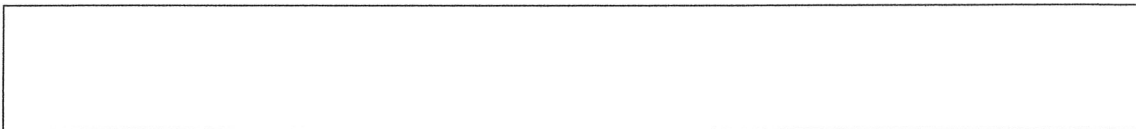


Together, We're Stronger. Together, We Can Achieve More.

Independent Sector's National Summit 2025 will bring together 1,500 professionals from across the charitable sector – nonprofits, foundations, and corporate giving programs – to:

- **Build Capacity:** Strengthen the skills and resilience of nonprofit and philanthropic professionals.
- **Enhance Knowledge Sharing:** Exchange best practices and learn from peers.
- **Foster Collaboration:** Promote partnerships and cross-sector work.
- **Expand Networking:** Connect with like-minded professionals from across the sector.
- **Support Advocacy:** Leverage collective impact to advance policy change.

By uniting the charitable sector's voices and vision, we will unlock the full potential of our sector to meet this moment and drive lasting change.



2025 Summit Programming

Monday, October 27

Community Tours and Nonprofit Site Visits
Reception

Tuesday, October 28

Keynote and Panels
Workshops and Training Sessions
Networking Exhibit Hall

Wednesday, October 29

Workshops and Training Sessions
National Awards

Our Success is Created Through Partnerships

We rely on generous sponsorship support to bring leaders from across the sector together. We look forward to working with you to create a partnership package that fits your needs and budget.

Email us at sponsorship@independentsector.org
(<mailto:sponsorship@independentsector.org>) to learn more.

Overview of Independent Sector's National Summit 2025
(<https://independentsector.org/wp-content/uploads/2025/03/Independent-Sector-National-Summit-2025-Overview.pdf>)

Independent Sector's National Summit Sponsorship Opportunities
(<https://independentsector.org/wp-content/uploads/2025/03/National-Summit-Sponsorship-Guide.pdf>)

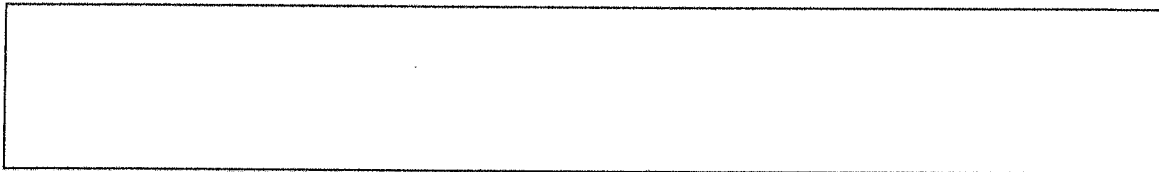
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In a time in which our sector is being stretched and tested in unprecedented ways, the National Summit provides an essential convening opportunity to be inspired, equipped, and connected to build the resilience and strength we will need to enable everyone to thrive.

Rev. Adam Russell Taylor

PRESIDENT, SOJOURNERS AND INDEPENDENT SECTOR BOARD OF DIRECTORS CHAIR

Meet the Host Committee



Sign up for email updates on Independent Sector's National Summit
(<https://confirmsubscription.com/h/j/E8D7B03FE6809977>)



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -1527
A

Agenda Date: 8/13/2025

Agenda #: 18 -

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT FOUNDATION FUNDS FROM THE NEW YORK COMMUNITY TRUST AND ITS WESTCHESTER ADVISORY BOARD TO SUPPORT THE EXPANSION OF MOUNT VERNON YOUTH EMPOWERMENT ADVOCACY COUNCIL

Whereas, in correspondence dated July 14, 2025, the Executive Director of the Youth Bureau formally requested authorization for the Mayor to accept foundation funds in the amount of Eighty-Five Thousand Dollars (\$85,000) from the New York Community Trust and its Westchester Advisory Board to expand the Mount Vernon Youth Empowerment Advocacy Council (YEAC) from June 2025 through June 2027; and

Whereas, the City of Mount Vernon is committed to providing meaningful opportunities and resources for the youth of the City through innovative programming and community partnerships; and

Whereas, the New York Community Trust and its Westchester Advisory Board has awarded the City of Mount Vernon a grant in the amount of Eighty-Five Thousand Dollars (\$85,000) over two years (\$42,500 each year) to expand the Mount Vernon Youth Empowerment Advocacy Council (YEAC) from June 2025 through June 2027; and

Whereas, this grant award is the first of its kind for the City's Youth Bureau and will directly support the achievement of specified goals as outlined in the attached award letter; and

Whereas, the first payment of Forty-Two Thousand Five Hundred Dollars (\$42,500) has been received by the Comptroller's Office via ACH on July 14, 2025, and the second installment will be released upon submission of a satisfactory interim report; and

Whereas, the acceptance and use of this grant funding will not add any additional expense to the City's general fund and shall be properly accounted for under Revenue Code A3820.3 and expended under Budget Codes A7330.101; A7330.402; A7330.467; A7330.423; A7330.458; and A7330.467; **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 of the City of Mount Vernon is hereby authorized to accept foundation funds in the amount of Eighty-Five Thousand Dollars (\$85,000) from the New York Community Trust and its Westchester Advisory Board for the purpose of expanding the Mount Vernon Youth Empowerment Advocacy Council (YEAC) from June 2025 through June 2027.

Section 2. Appropriation. The Comptroller is hereby authorized and directed to record said funds under Revenue Code A3820.3 and to appropriate said funds for expenditure under Budget Codes A7330.101; A7330.402; A7330.467; A7330.423; A7330.458; and A7330.467, in accordance with the

grant's terms and conditions.

Section 3. Reporting. The Youth Bureau shall submit timely interim and final reports as required by the grant award to ensure the receipt of the second installment and to maintain compliance with the grant's requirements.

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.
DEPARTMENT OF YOUTH BUREAU

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 665-2344 (914) 665-1373
Aburge@cmvny.com

Debbie Burrell-Butler
Executive Director

Dena Williams
Deputy Director

July 14, 2025

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 to accept foundation funds in the amount of \$85,000, (\$42,500 each year) from the The New York Community Trust and its Westchester Advisory Board.

This grant is the 1st of its kind for the city, Youth Bureau, and is specifically designated to expand the Mount Vernon Youth Empowerment Advocacy Council (YEAC) from June 2025- June 2027. Attached in the award letter are the goals that must be completed by the Youth Empowerment Advocacy Council each year. The 1st payment in the amount of \$42,500 was ACH delivered on 7/14/25 to the Comptroller's Office. The 2nd installment for year 2 will be payable upon receipt of satisfactory interim report.

Please note that, grant adds no additional expense to the City and should be associated with revenue code A3820.3 and budget code A7330.101; A7330.402; A7330.467; A7330.423; A7330.458; and A7330.467. Should you require further information, please feel free to contact me at (914) 665-2347 or by email at Dburrell@mountvernonny.gov.

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

"The Jewel of Westchester"

The New York Community Trust

1 Bridge Street, Suite 145, Irvington, New York 10533 | T: (914) 948-5166 F: (914) 948-5197 | thenytrust.org

June 18, 2025

Debbie Burrell-Butler
Executive Director
City of Mount Vernon Youth Bureau
1 Roosevelt Square
Third Floor,
Mount Vernon, NY 10550

P25-000291
Proposal ID

Dear Ms. Debbie Burrell-Butler:

It is my pleasure to inform you that our Westchester Advisory Board has authorized a two-year grant of \$85,000, [\$42,500 each year], effective immediately, to City of Mount Vernon Youth Bureau. Please use this grant to expand a youth council program for City of Mount Vernon youth, as described in your proposal of February 13, 2025.

We anticipate that you will make your best effort to complete the following activities during the grant period:

- Recruit and select at least 12 young people (ages 14–24) to serve on the Youth Empowerment Advisory Council; ✓
- Provide monthly training sessions for the Council on leadership, advocacy, and public speaking;
- Organize two civic education field trips focused on local governance and democracy;
- Help the Council organize and host public events, including at least one youth-led candidate debate before the November 2025 elections, an annual budget review meeting with local officials, and a town hall;
- Guide the Council as it launches a public awareness campaign on youth involvement in local governance and elections, using social media, signage, and press outreach;
- Help the council conduct an annual peer survey on local policy issues and present findings to local officials; and
- Work with Council members to lead voter registration drives.

Please complete the enclosed ACH Payment Form so that we can process payment of this grant upon receipt of a signed copy of this letter. This commitment will be paid in two installments. Payment of the first installment of \$42,500 will be forwarded to you upon receipt of a signed copy of this letter. The second installment of \$42,500 will be payable upon receipt of a satisfactory interim report. Use the proposal ID included at the top of the first page of this letter in any correspondence with us about the grant.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -1547
A

Agenda Date: 8/13/2025

Agenda #: 19 -

City Council:

AN ORDINANCE GRANTING A TWELVE (12) MONTH LEAVE OF ABSENCE FOR MR. ROMMEL LASHLEY FROM HIS PERMANENT POSITION AS DOCUMENT COORDINATOR TO SERVE AS PLAN ROOM CLERK WITHIN THE DEPARTMENT OF BUILDINGS

Whereas, in a letter dated July 18, 2025, the Commissioner of the Department of Buildings formally requested authorization for a leave of absence for Mr. Rommel Lashley a twelve (12) month leave of absence from his permanent position as Document Coordinator; and

Whereas, Mr. Rommel Lashley is currently employed in the permanent position of Document Coordinator with the City of Mount Vernon; and

Whereas, Mr. Lashley has demonstrated exceptional knowledge of the permitting process, procedures, and the unified solar application process; and

Whereas, the Department of Buildings requires his expertise to serve in the capacity of Plan Room Clerk; and

Whereas, the Administration recommends that Mr. Lashley be granted a twelve (12) month leave of absence from his permanent position to fulfill this temporary assignment; and

Whereas, the period of leave is expected to be effective from Monday, August 18, 2025, and shall terminate on Tuesday, August 18, 2026; **Now, Therefore, Be It Resolved That**

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

Section 1. Grant of Leave of Absence. The City Council hereby grants Mr. Rommel Lashley a twelve (12) month leave of absence from his permanent position as Document Coordinator.

Section 2. Temporary Assignment. During the period of his leave of absence, Mr. Lashley shall serve in the capacity of Plan Room Clerk within the Department of Buildings.

Section 3. Effective Dates. The leave of absence shall commence on Monday, August 18, 2025, and shall terminate on Tuesday, August 18, 2026, unless extended or modified by further action of this Honorable Body.



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

Patrick G. Holder, R.A.
Commissioner

July 18, 2025

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

THROUGH THE OFFICE OF THE MAYOR

Re: Absence to Mr. Lashley From His Permanent Position

Dear Honorable Council Members,

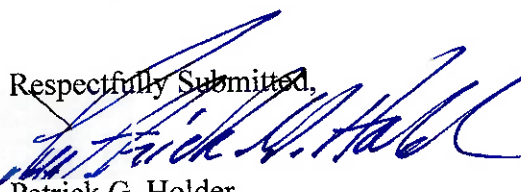
I respectfully request legislation from Your Honorable Body granting twelve (12) month leave of absence for Mr. Rommel Lashley. He would leave his permanent position as Document Coordinator to become a Plan Room Clerk within the Department of Buildings.

Mr. Lashley is very knowledgeable about the permitting process, procedures and the unified solar application process.

His expected leave will be effective from Monday, August 18, 2025, through Tuesday, August 18, 2026
Kindly have the necessary legislation enacted upon your acceptance and acquiescence of this transaction.

Thank you in advance for your consideration and cooperation in this matter.

Respectfully Submitted,


Patrick G. Holder
Commissioner
Department of Buildings

cc: Mayor
Corporate Counsel, City Clerk, The Comptroller

Rommel Lashley
54 Glen Avenue
Mount Vernon, NY 10550

July 09, 2025

Re: Leave of Absence

Dear Commissioner Holder,

I am writing respectfully request that I be allowed to take a leave of absence from my permanent position of Document Coordinator for a period of one (1) year to allow me to pursue the position of Plan Room Coordinator, within the Department of Buildings. This is in accordance with the CSEA Contract. The leave would start on Monday, August 18, 2025.

Thank you for your attention to this matter.

Respectfully,



Rommel Lashley
Document Coordinator
Department of Buildings
City of Mount Vernon
914-665-2483



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 -1548
A

Agenda Date: 8/13/2025

Agenda #: 20 -

City Council:

AN ORDINANCE ESTABLISHING A SEPARATE GAS WORK PERMIT AND FEE SCHEDULE WITHIN THE DEPARTMENT OF BUILDINGS

Whereas, in correspondence dated July 24, 2025, the Commissioner of the Department of Buildings formally requested authorization for the creation of a separate Gas Work Permit for gas-related construction activities within the City of Mount Vernon, to be issued independently of the existing Plumbing Permit; and

Whereas, the City of Mount Vernon currently utilizes a single Plumbing Permit Application to authorize both plumbing and gas-related work within its jurisdiction; and

Whereas, this combined permit structure has proven to limit administrative efficiency, particularly in the areas of recordkeeping, plan review, and inspection tracking for gas-related installations; and

Whereas, the City has experienced a measurable increase in both the volume and complexity of gas-related construction and renovation projects; and

Whereas, the City has reviewed comparable procedures in neighboring municipalities, including the City of Yonkers, NY, which has successfully implemented a dedicated Gas Work Permit system to improve oversight, compliance, and inspection efficiency; and

Whereas, the creation of a separate Gas Work Permit, along with an associated fee schedule, would bring clarity to the permitting process, better serve taxpayers, and enhance the operational capacity of the Department of Buildings; and

Whereas, the City Council finds it necessary and appropriate to establish a separate Gas Work Permit Application and associated fee structure, effective January 1, 2026; **Now, Therefore, Be It Resolved That**

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

Section 1. Purpose. The purpose of this Ordinance is to authorize the creation of a separate Gas Work Permit for gas-related construction activities within the City of Mount Vernon, to be issued independently of the existing Plumbing Permit.

Section 2. Establishment of Gas Work Permit. Effective January 1, 2026, the Department of Buildings shall establish a standalone Gas Work Permit Application, which shall be required for all installations, alterations, or repairs involving gas piping, gas meters, or gas appliances.

Section 3. Scope of Permit. The Gas Work Permit shall apply to, but not limited to:

- Gas meter installations;
- Gas piping alterations or repairs;
- Gas appliance hookups or conversions;
- Pressure testing of gas lines.

All such work must be performed by a licensed professional and shall be subject to inspection by the Department of Buildings.

Section 4. Permit Fees. The following fee schedule shall apply to all Gas Work Permit Applications:

- Filing Fee: \$125.00
- Compliance Review Fee: \$100.00
- Gas Pressure Test Fee: \$150.00 per meter tested

Total Fee (based on 1 meter): \$375.00

For each additional meter, an additional \$150.00 shall be assessed.

Section 5. Administration and Enforcement. The Department of Buildings shall promulgate any rules, procedures, or forms necessary to implement and enforce the Gas Work Permit system. The Department shall have the authority to conduct inspections and require documentation to ensure compliance with all applicable codes and safety standards.

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

Section 7. Effective Date. This Ordinance shall take effect upon approval by the Board of Estimate and Contract and shall be fully effective as of January 1, 2026. It shall apply to all gas work permit applications submitted on or after that date.



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

July 24, 2025

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

THROUGH THE OFFICE OF THE MAYOR

Re: Request to create a separate Gas Work Permit from the existing Plumbing Permits

I am writing to formally request permission to separate the gas work permit and application process from the existing plumbing permit application currently used by the City of Mount Vernon.

At present, the Department of Buildings utilizes a single Plumbing Permit Application to cover both plumbing work and gas installations. This combined approach has created limitations in record-keeping, plan review, and inspection tracking, especially as the volume and complexity of gas-related work continues to increase.

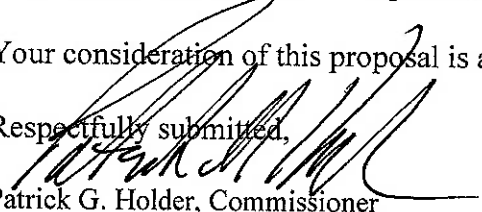
Upon review of practices in neighboring municipalities such as Yonkers, NY, it is noted that they employ a separate permit and application process specifically for gas work. This distinction allows for better administrative clarity, more efficient scheduling of inspections, and improved compliance oversight. Please see attached the City of Yonkers fee schedule highlighting the gas pressure fee at \$150.00 for each meter tested. We are requesting to do the same and charge \$150.00 per meter in the City Mount Vernon. The total fee for the new gas work permit will be as follows:

\$125.00 Filing Fee	\$100.00 Compliance Fee	\$150.00 per meter	\$375.00 Total Fee <i>(based on 1 meter)</i>
---------------------	-------------------------	--------------------	--

In alignment with the City of Yonkers, we recommend that the City adopt a dedicated Gas Work Permit Application and establish the associated fee schedule, effective January 1, 2026. This would enhance our annual revenue and ability to process, track, and regulate gas work independently of standard plumbing activities. This would also help administratively to serve the department and the taxpayer.

Your consideration of this proposal is appreciated.

Respectfully submitted,


Patrick G. Holder, Commissioner
Department of Buildings

cc: Mayor, Comptroller, Corporation Counsel

PLUMBING GAS SPECIFICATIONS ONLY

Gas Test fee is applied per Meter, Riser, Lockable valve or Outdoor Groundwork

List all **NEW** gas fixtures including replacement to existing rough and pre-fab buildings

<u>GAS FIXTURES</u>	<u>No.</u>	<u>Floor</u>	<u>Date</u>	<u>Insp.</u>	<u>TYPE OF INSPECTION</u>	<u>RESULTS</u>
BOILERS					OFFICE USE ONLY	
HOT WATER HEATER						
FURNACE						
HVAC						
SPACE HEATER						
DRYER						
STOVE						
FIREPLACE						
GENERATOR						
OUTDOOR GRILL						
FIREPIT						
POOL HEATER						
FRYER						
PIZZA OVEN						
GRIDDLE						
WOKS						
SALAMANDER						
6 BURNER STOVE						
OPEN BURNER						
STEAM TABLE						
GAS BOOSTER						
OTHER						

DESCRIPTION OF WORK, SKETCH, etc;

§ 57-17 Plumbing Fees.

Plumbing permits incl inspection of work:	\$100.00 plus \$25.00 for each fixture or waste-discharging outlet up to and including 200 in number. Fixtures or waste-discharging outlets in addition to the first 200 shall be paid for at the per-fixture rate of \$20.00.
Re-inspection for when work was not ready at time of request or is not in compliance	\$300.00 for the first re-inspection \$600.00 for the second re-inspection \$900.00 for each subsequent re-inspection.
Additional or partial inspections may be requested subject to staff availability,	\$150.00 per inspection will be required prior to the inspection
Certificates of approval for a certificate of occupancy	\$100.00 for each inspection.
Gas pressure test shall:	\$150.00 for each meter tested.
Amendments/Revisions to permit applications:	\$200.00 plus \$25.00 per fixture for each revision shall be required in addition to the required permit fee for the additional work proposed.
Plan reviews and subsequent re-review after correction.	\$150.00 per review or re-re-view
Change of contractor:	\$150.00
Long house connection plumbers base fee plus long house connection fee specified below	\$250.00
Long house and multiple long house connections up to and including 150 feet.	\$500.00
Greater than 150 feet to 250 feet	\$500.00 plus \$10.00 per foot.
Water, storm and sewer service fee:	\$200.00

57-17.1 Civil penalty for work done without a permit. [Added 5-10-2005 by L.L. No. 2-2005]

Two times the total permit fee otherwise due, for each permit required including certificate of occupancy, **The penalty is in addition to the regular permit fee(s) prescribed by this Code for work.**



CITY OF YONKERS
DEPARTMENT OF HOUSING AND BUILDINGS
20 South Broadway 3rd Fl
Yonkers, New York 10701
DIVISION OF PLUMBING
(914) 377-6566

110

APPLICATION FOR PROPOSED PLUMBING GAS WORK

DO NOT WRITE IN THIS SPACE

PERMIT # _____	RECEIVED BY _____	
APPLICATION # _____	PLAN REVIEW _____	RECEIPT # _____
DATE FILED _____	PLAN SUBMITTED _____	DATE APPROVED _____

PROPERTY INFO: ☐ COMMERCIAL ☐ RESIDENTIAL ☐ MIXED USE ☐ NEW (Requires Plumbing & Site Plans showing utilities)

Property Location: House No. _____ St. Name _____ Block _____ Lot _____

Property Owner/Lessee: First Name _____ Last Name _____

Mailing Address _____

City _____ State _____ Zip _____ Email _____

Phone: Work (____) _____ Home (____) _____ Cell (____) _____

Description of Work: Check all that apply. List ALL Gas Fixtures and additional info on reverse side

NO CSST or Mega Press gas piping allowed. Gas piping to be black steel with malleable fittings, other code approved joints, or welded. All pressure testing to be performed with 5lb diaphragm or water U gauge. Gas Test Fee applied per Meter, Lockable valve, Riser or Separate outdoor/underground section. This application Must be accompanied by current Welders Certification when Welding is performed.

<input type="checkbox"/> GAS TEST (for Blue Card)	<input type="checkbox"/> Locked Valve	<input type="checkbox"/> Riser	<input type="checkbox"/> Groundwork	<input type="checkbox"/> Meter	# _____
<input type="checkbox"/> GAS PIPING <input type="checkbox"/> Welded	<input type="checkbox"/> New Rough	<input type="checkbox"/> Replace	<input type="checkbox"/> Repair	<input type="checkbox"/> Header	<input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor
<input type="checkbox"/> GAS GROUNDWORK	<input type="checkbox"/> New	<input type="checkbox"/> Replace	<input type="checkbox"/> Repair	Size _____	Mat _____
<input type="checkbox"/> GAS SERVICE	<input type="checkbox"/> New	<input type="checkbox"/> Replace	<input type="checkbox"/> Commercial	Size _____	Loc _____
<input type="checkbox"/> GAS CONVERSION	<input type="checkbox"/> New	<input type="checkbox"/> Burner Only	<input type="checkbox"/> Dual Fuel	Tank Permit	<input type="checkbox"/> Chimney Receipt
<input type="checkbox"/> PROPANE (Needs FD Permit)	<input type="checkbox"/> New	<input type="checkbox"/> Replace	<input type="checkbox"/> Groundwork	<input type="checkbox"/> Temporary	<input type="checkbox"/> Plans YFD approved
<input type="checkbox"/> Other _____	<input type="checkbox"/> New	<input type="checkbox"/> Replace	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

_____ states that he is a master plumber, duly registered in the County of

Print Name

Westchester. (License No. _____ 2 _____). Company Name _____

with a shop at _____ Cell# _____

St. Address, City, State, Zip

That he is duly authorized by the owner as given above to do the plumbing work as set forth in the application, detailed statement of specifications and accompanying plans – including all amendments to the same which may be filed hereafter and a permit for which is hereby issued to him, and he stipulates that he will comply with all the rules and regulations of the Division of Plumbing for the City of Yonkers and with every other provision of law relating to the subject of plumbing, drainage and gas work in the City of Yonkers, and State of New York in effect at this date.

Falsification of any statement is an offense and individual making the statement shall be deemed guilty of perjury and, upon conviction, shall be punished as provided by law.

Sworn to before me this _____ Day of _____ 2 _____

Commissioner of Deeds, Notary Public

Plumber's Signature

PERMIT FEES

DO NOT WRITE IN THIS SPACE

PLAN REVIEW _____ FILING FEE _____ C/O _____ FIXTURES _____ LCO _____

RE-INSPECTION _____ EXT/AMEND/CoP _____ OTHER _____ TOTAL _____



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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COM/MOUNTVERNONNY

File #: TMP -1549
A

Agenda Date: 8/13/2025

Agenda #: 21 -

City Council:

AN ORDINANCE AMENDING THE PLUMBING REINSPECTION FEE STRUCTURE ADMINISTERED BY THE DEPARTMENT OF BUILDINGS

Whereas, in correspondence dated July 9, 2025, the Commissioner of the Department of Buildings formally requested authorization to establish a fee structure for plumbing re-inspections resulting from failed inspections, as well as fees for additional or partial inspection requests, to support the efficient operation and sustainability of the Department of Buildings; and

Whereas, the City of Mount Vernon Department of Buildings is responsible for overseeing plumbing inspections and ensuring code compliance throughout the City; and

Whereas, the current practice allows for multiple re-inspections without additional cost to permit holders, placing a strain on Department resources and personnel; and

Whereas, repeated failed inspections without penalty discourage compliance and delay construction progress; and

Whereas, neighboring municipalities, such as the City of Yonkers, have implemented structured fees for plumbing re-inspections to improve compliance and recover costs; and

Whereas, the City of Mount Vernon seeks to encourage accountability, deter avoidable inspection failures, and promote the efficient operation of the Department of Buildings by revising its reinspection fee policy; **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 establishes a fee structure for plumbing re-inspections resulting from failed inspections, as well as fees for additional or partial inspection requests, to support the efficient operation and sustainability of the Department of Buildings.

Section 2. Plumbing Reinspection Fees. The following fees shall be assessed for each failed plumbing inspection associated with a permit issued by the Department of Buildings:

- 1st Failed Inspection: \$300.00
- 2nd Reinspection (for the same permit): \$600.00
- Each Subsequent Reinspection (3rd and beyond): \$900.00 per inspection

Section 3. Additional or Partial Inspections. Applicants requesting additional or partial plumbing inspections for large-scale construction projects (including groundwork, underground plumbing, or inspections not exceeding two floors), to facilitate construction progress, shall be assessed a fee of:

- \$150.00 per requested inspection

Section 4. Billing and Enforcement. All reinspection and partial inspection fees shall be paid before the scheduling of the subsequent inspection. Failure to remit payment shall result in the withholding of further inspections and may delay final approvals or certificates of occupancy.

Section 5. Applicability. This Ordinance shall apply to all plumbing permit holders whose inspections are conducted on or after the effective date stated in Section 6.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage by the City Council and approval by the Board of Estimate and Contract and shall be enforced by the Department of Buildings forthwith.



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

Patrick G. Holder, R.A.
Commissioner

July 9, 2025

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

THROUGH THE OFFICE OF THE MAYOR

Re: Plumbing Reinspection Fees Based on Failed Inspection

Dear Honorable Council Members,

This letter serves as a formal referral and notice regarding upcoming changes being proposed to the plumbing reinspection process administered by the Department of Buildings.

Presently, in the City of Mt. Vernon, the Plumbing Superintendent is conducting multiple reinspection at no additional charge, even in cases where up to three reinspection's are required for a single plumbing permit. This practice, while intended to support compliance, places a growing strain on departmental resources.

To promote greater accountability and ensure the efficient allocation of inspection services, the Department of Buildings is proposing a revision to the current fee structure for plumbing reinspection's following failed inspections.

It is important to note that our neighboring municipality in Yonkers currently charges reinspection fees, a copy is attached for reference. In alignment with these industry standards, the proposed fees are as follows:

Proposed Fee Structure Effective Immediately:

- 1st Failed Inspection – \$300.00
- 2nd Reinspection – \$600.00
- Each Subsequent Reinspection (3rd and beyond) – \$900.00 per inspection



CITY OF MOUNT VERNON, NY
DEPARTMENT OF BUILDINGS

Additional / Partial Inspection Requests:

If an applicant requests an additional or partial inspection—such as for *groundwork* or *underground plumbing*—on large-scale projects (not to exceed two floors), to maintain construction flow and allow above-ground roughing, a \$150.00 fee per inspection is proposed.

These proposed changes are aimed at reducing repetitive failed inspections, encouraging code compliance, and aligning our practices with neighboring jurisdictions.

Should you have any questions or feedback regarding this referral or the proposed fee schedule, please do not hesitate to contact our office.

Respectfully Submitted,

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

Patrick G. Holder
Commissioner
Department of Buildings

cc: Mayor
Corporate Counsel
City Clerk
The Comptroller



James Gibbons P. E.
Commissioner

DEPARTMENT OF HOUSING AND BUILDINGS
87 Nepperhan Avenue, 5th Floor
Yonkers, NY 10701
Building Tel. 914.377.6500
Fax 914.377.6521

RE:PLUMBING INSPECTION/RE-INSPECTION REQUEST

Address: _____

Block: _____ Lot: _____ Date _____

Plumbing Permit Application# _____

Plumber: _____

Plumber's Phone# _____

Plumber's Email: _____

FAILED INSPECTION/RE-INSPECTION:

1ST Re-Inspection-	\$300.00
2nd Re-Inspection-	\$600.00
Each Subsequent Re-Inspection	\$900.00
(after the 2nd re-inspection)	

ADDITIONAL OR PARTIAL INSPECTION (APPLICANT REQUESTED):
\$150.00 per inspection as required.

Plumber's Signature

PLEASE MAKE CHECKS PAYABLE TO THE CITY OF YONKERS

§ 57-17 Plumbing Fees.

Plumbing permits incl inspection of work:	\$100.00 plus \$25.00 for each fixture or waste-discharging outlet up to and including 200 in number. Fixtures or waste-discharging outlets in addition to the first 200 shall be paid for at the per-fixture rate of \$20.00.
Re-inspection for when work was not ready at time of request or is not in compliance	\$300.00 for the first re-inspection \$600.00 for the second re-inspection \$900.00 for each subsequent re-inspection.
Additional or partial inspections may be requested subject to staff availability,	\$150.00 per inspection will be required prior to the inspection
Certificates of approval for a certificate of occupancy	\$100.00 for each inspection.
Gas pressure test shall:	\$150.00 for each meter tested.
Amendments/Revisions to permit applications:	\$200.00 plus \$25.00 per fixture for each revision shall be required in addition to the required permit fee for the additional work proposed.
Plan reviews and subsequent re-review after correction.	\$150.00 per review or re-re-view
Change of contractor:	\$150.00
Long house connection plumbers base fee plus long house connection fee specified below	\$250.00
Long house and multiple long house connections up to and including 150 feet.	\$500.00
Greater than 150 feet to 250 feet	\$500.00 plus \$10.00 per foot.
Water, storm and sewer service fee:	\$200.00

57-17.1 Civil penalty for work done without a permit. [Added 5-10-2005 by L.L. No. 2-2005]

Two times the total permit fee otherwise due, for each permit required including certificate of occupancy, **The penalty is in addition to the regular permit fee(s) prescribed by this Code for work.**



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 -1550
A

Agenda Date: 8/13/2025

Agenda #: 22 -

City Council:

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH A THIRD-PARTY INSPECTION AGENCY FOR CONSTRUCTION INSPECTIONS AND OBSERVATIONS FOR THE DEVELOPMENT PROJECT AT 115 SOUTH MACQUESTEN PARKWAY

Whereas, in correspondence dated July 17, 2025, the Commissioner of the Department of Buildings formally requested authorization for the Department of Buildings to issue a Request for Proposals (“RFP”) for qualified third-party inspection agencies to perform construction inspections and observations for the 115 South Macquesten Parkway development and similar qualified projects; and

Whereas, the City of Mount Vernon is experiencing significant development and growth, including the ongoing construction of a 13-story, 470,000-square-foot, mixed-use development consisting of 315 residential units, retail, parking, and a community facility located at 115 South Macquesten Parkway; and

Whereas, this project constitutes the largest single construction development currently underway in the City of Mount Vernon; and

Whereas, the City’s Department of Buildings is currently understaffed and unable to conduct the volume of inspections required for a project of this magnitude without causing undue delay to this and other ongoing developments; and

Whereas, in accordance with the authority granted under Section 1203.2 of Title 19 of the New York Codes, Rules and Regulations (NYCRR), which governs the administration and enforcement of the New York State Uniform Fire Prevention and Building Code, municipalities are permitted to utilize third-party providers for inspection services; and

Whereas, the use of a qualified third-party inspection agency will assist the Buildings Department by performing construction inspections and observations, thereby ensuring compliance with applicable codes and supporting timely project progression; and

Whereas, all associated fees for such third-party services will be funded through an escrow account established and maintained by the project applicant, NRP Group, ensuring that there will be no financial burden placed upon the City of Mount Vernon; and

Whereas, the Department of Buildings intends to issue a Request for Proposals (RFP) to solicit qualified firms or individuals to perform such inspection services, from which three eligible providers may be selected, subject to review and approval by the City Council and the Office of the Corporation Counsel; and

Whereas, the proposed process will not only support the current project at 115 South Macquesten Parkway, but also establish a framework to efficiently support future large-scale developments throughout the city; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Issue RFP. The Department of Buildings is hereby authorized and directed to issue a Request for Proposals (RFP) for qualified third-party inspection agencies to perform construction inspections and observations for the 115 South Macquesten Parkway development and similar qualified projects.

Section 2. Selection of Providers. Upon evaluation of proposals submitted in response to the RFP, up to three qualified providers may be selected by the Department of Buildings, subject to the review and approval of the City Council and the Corporation Counsel.

Section 3. Execution of Professional Services Agreement. Following selection, the Mayor is hereby authorized to enter into a Professional Services Agreement, reviewed and approved by the Corporation Counsel, with one or more of the selected third-party inspection agencies for the purpose of conducting construction inspections and observations on the 115 South Macquesten Parkway project and other identified developments.

Section 4. Payment and Funding. All costs and fees associated with the services of the third-party inspection agency shall be paid in full by the project applicant, NRP Group, through an escrow account established for this purpose. No City funds shall be expended in connection with the services authorized by this Ordinance.

Section 5. Applicability to Future Projects. The framework established under this Ordinance may be applied to future large-scale development projects in the City of Mount Vernon, provided that:

- Such projects meet the criteria to warrant third-party inspection assistance; and
- All inspection services are similarly paid for by the applicant or developer without cost to the City.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its passage and approval by the City Council.



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
Website: www.cmvny.com

Patrick G. Holder, R.A.
Commissioner

Hediye Mamak
1st Deputy Commissioner

Dawn Asbury
2nd Deputy Commissioner

July 17, 2025

City Hall
1 Roosevelt Square
Mount Vernon, New York 10550

THROUGH THE OFFICE OF THE MAYOR.

Re: Request for the City Council to enact legislation to allow a Professional Services Agreement between a third-party inspection agency and the City of Mount Vernon for consulting services for Construction Inspections and Observations on the New Construction of 115 South Macquesten Parkway.

Honorable City Council Members:

I am writing to respectfully request the City Council enact legislation allowing the Professional Services Agreement between a third-party inspection agency and the City of Mount Vernon for consulting services for Construction Inspections and Observations on the New multi-family apartment building, retail, parking structure and community facility currently underway at 115 South Macquesten Parkway. This development at 13-story, 470,000 Sq. Ft. and 315 apartment units is currently the largest construction project underway in the city of Mount Vernon. A building of this size requires numerous inspections, which the current understaffed building department cannot sustain, leading to costly delays for this and other projects in the city.

As per Article NYCRR1203.2 of the New York State Building Code, I am requesting the use of the authority granted to this department to formalize a process to allow third-party providers for inspections and the use of such services provided by the department, the owner shall pay the associated fee provided by these third-party services. Again, there will be no charge to the city for this proposed third-party building inspection, as the method of payment for the consultant services will be covered by an escrow account funded by a project applicant, NRP Group.

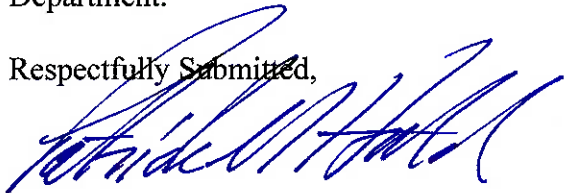
Given the city's current growth and anticipated development, similar requests are expected. Therefore, the Buildings Department urgently needs consulting services to assist with required inspections for 115 South Macquesten Parkway. Additionally, adopting this legislation would support future projects by enabling timely assistance without placing further strain on the department or the city, once qualified projects are identified.

The Department of Buildings will post an RFP for a third-party inspection agency to provide their credentials (attached) to be reviewed by your honorable body in conjunction with this request. If approved by the Mayor and City

Council, this will allow the chosen inspection agency to proceed with the scope of work indicated in the attached documents.

We are proposing that this process is initiated by posting an RFP for qualified third-party, of which three qualified firms/individuals can be chosen to provide this service. If this meets the approval of Your Honorable Body, kindly enact the necessary legislation to move forward with the RFP which will determine the third-party consultant firms, so that the city can then proceed with the necessary Professional Services Agreement to be reviewed by the Law Department.

Respectfully Submitted,



Patrick G. Holder
Commissioner of Buildings

cc: Mayor, Corporation Counsel, City Clerk, The Comptroller



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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COM/MOUNTVERNONNY

File #: TMP -1552
A

Agenda Date: 8/13/2025

Agenda #: 23 -

City Council:

AN ORDINANCE AUTHORIZING THE USE OF THIRD-PARTY BUILDING INSPECTORS TO ADDRESS THE BACKLOG OF BUILDING INSPECTIONS IN THE CITY OF MOUNT VERNON

Whereas, in correspondence dated July 10, 2025, the Commissioner of the Department of Buildings formally requested authorization for the Department of Buildings to implement a third-party building inspection program to address the current backlog of building inspections and to support timely enforcement of the Uniform Code; and

Whereas, the City of Mount Vernon is required to enforce the New York State Uniform Fire Prevention and Building Code (the “Uniform Code”) and the New York State Energy Conservation Construction Code (the “Energy Code”) pursuant to Title 19 of the New York Codes, Rules and Regulations (NYCRR); and

Whereas, the New York State Department of State (NYSDOS), following a formal audit requested by the City, issued a letter dated April 15, 2024, identifying deficiencies in the City's inspection and enforcement practices and recommending improvements, including resuming and implementing fire safety and property maintenance inspections for Public Assembly, Multiple Dwelling, and Nonresidential occupancies; and

Whereas, the City has responded in part by outsourcing Multiple Dwelling inspections, and the Department of Buildings provided temporary assistance with Public Assembly inspections until the Fire Department assumed responsibility as of February 2025; and

Whereas, as a result of the temporary reassignment of resources and continuing personnel shortages, the Department of Buildings currently faces a backlog exceeding 1,700 inspections; and

Whereas, Section 1203.2(d) of Title 19 NYCRR permits jurisdictions to contract with qualified third-party individuals or firms to carry out building safety inspections, provided such individuals meet qualification standards comparable to those under Part 1208 of Title 19; and

Whereas, third-party inspectors may not issue permits, certificates, orders, or other official documents, which must remain the responsibility of public officers of the authority having jurisdiction; and

Whereas, the City recognizes the urgent need to meet Uniform Code enforcement obligations and to provide timely inspections to the business community, property owners, and developers; and

Whereas, the City has successfully utilized third-party consultants in other disciplines including electrical, plumbing, and plan review, and wishes to extend this model temporarily and optionally to

building inspections; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization. The Department of Buildings (“DOB”) is hereby authorized to implement a third-party building inspection program to address the current backlog of building inspections and to support timely enforcement of the Uniform Code.

Section 2. Establishment of Third-Party Inspection Program.

(a) The Commissioner of the Department of Buildings shall issue a Request for Qualifications (RFQ) for qualified third-party inspection providers.

(b) The City shall approve and maintain a list of no more than three (3) pre-qualified third-party inspectors or inspection firms to provide services under this program.

(c) All third-party inspectors must meet or exceed the requirements of Part 1208 of Title 19 NYCRR and possess active certifications recognized by the State of New York.

Section 3. Limitations on Authority.

(a) Third-party inspectors may conduct field inspections and provide reports, but may not issue permits, certificates of occupancy, compliance, or any other official documents related to Code enforcement.

(b) All final approvals and enforcement actions shall remain the sole responsibility of City-authorized officers.

Section 4. Program Structure and Implementation.

(a) The third-party inspection program shall be implemented in two phases:

- Phase I (Backlog Phase): Constituents may elect to use third-party inspectors to expedite legacy inspections affected by the backlog.
- Phase II (Ongoing Optional Use): Upon reduction of the backlog to acceptable levels, the program will transition into an optional service available to all constituents for new inspections.

(b) The program shall be voluntary, and constituents may choose whether to utilize third-party inspection services or follow the standard scheduling process through the DOB.

(c) There shall be no cost to the City for third-party inspection services. All fees, if any, shall be arranged between the constituent and the approved inspection provider.

Section 5. Reporting and Compliance.

(a) All third-party inspectors must submit their reports using forms and formats approved by the Department of Buildings.

(b) The DOB shall retain oversight of all submitted reports and ensure enforcement actions, if required, are initiated appropriately.

(c) The Department shall annually review the performance of third-party providers and may remove or replace providers for cause.

Section 6. Effective Date. This Ordinance shall take effect immediately upon approval by the City Council and shall remain in effect unless repealed or amended by subsequent action of the City Council.



CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT OF BUILDINGS



**THIRD-PARTY INSPECTION SERVICES FOR BUILDINGS
DEPARTMENT BACKLOG**

REQUEST FOR PROPOSALS (RFP) #005-DOB

Issued: August 14, 2025

Responses Due: September 9, 2025

To

City of Mt. Vernon
1 Roosevelt Square, Rm 210
Mt. Vernon, NY 10550

The City of Mount Vernon reserves the right to reject any proposals. Questions regarding proposals submittal may be directed to Commissioner Patrick Holder at (914) 665-2660 or by email at pholder@mountvernonny.gov

Table of Contents

Table of Contents	2
1.0 DEFINITIONS	3
2.0 INTRODUCTION	4
3.0 SCOPE AND OBJECTIVES	5
4.0 OVERVIEW	6
5.0 QUALIFICATIONS	8
6.0 SUBMITTAL REQUIREMENTS	9
7.0 EVALUATION CRITERIA	10
8.0 SCHEDULE	10
9.0 BACKGROUND	10
10.0 GENERAL REQUIREMENTS	11
11.0 EXHIBIT A REQUEST FOR QUALIFICATIONS SPECIFICATION	16
12.0 EXHIBIT B	17
13.0 EXHIBIT C	20
ANTI HARASSMENT POLICY	20
14.0 EXHIBIT D	21
AFFIRMATIVE ACTION & DISCRIMINATION POLICY STATEMENT	21
15.0 EXHIBIT E	22
DRUG-FREE WORKPLACE REQUIREMENTS	22

1.0 DEFINITIONS

For the purposes of this Request for Qualification (RFQ) and resulting contract, words and terms shall be given their ordinary and usual meanings. Where capitalized in this RFQ and resulting contract, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine.

The following definitions of terms shall apply, unless otherwise indicated:

“Contract” means written agreement between the city and consultant(s) that covers the delivery of work to be performed subsequent to this RFQ.

“Contract Administrator” means the individual in the Department of Buildings (DOB) responsible for administering day-to-day operational matters of the contract.

“Contract Manager” means the individual in the city responsible for managing this RFQ and subsequent contractual issues.

“Consultant” means a proposer that is awarded a contract under this RFQ and its employees or other personnel (including design professionals and agents) provided by the consultant to perform work under this contract.

“Department” means the Department of Buildings.

“Expected” means a city/state requirement should be present in the proposed solution, exactly as stated, but the lack of the requirement would not disqualify the solution. However, the lack of one or more expected requirements will reduce a solution’s technical score.

“State” means the State of New York.

“Mandatory” means a requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the city. The terms “must,” “shall,” and “will” are considered mandatory.

“May” indicates something that is not mandatory but permissible.

“DOB” means the Department of Buildings.

“Must” indicates a mandatory requirement.

“Proposal” means the complete response of a proposer submitted on the approved forms, in the required manner and setting forth the proposer’s prices for providing the services described in the RFQ.

“Proposer” means any individual, company, corporation, firm or other entity that responds to this RFQ.

“Responsible” means a proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such services and deliverables set forth in the RFQ.

“Responsive” means a proposal that conforms in all material respects to the requirements set forth in the RFQ.

“RFQ” means Request for Qualification.

“SLA” means Service Level Agreement.

“SOW” means Statement of Work.

“City” means the City of Mount Vernon, New York.

“C.E.O.” Code Enforcement Official.

“P.E.” Professional Engineer.

“R.A.” Registered Architect.

“Shall” indicates a mandatory requirement.

“OpenGov” means cloud base permitting software used by the city to improve efficiency in the permitting process and modernize the Department of Buildings’ IT systems.

“Will” indicates a mandatory requirement.

2.0 INTRODUCTION

The City of Mount Vernon, through the Office of the Mayor and in partnership with the Department of Buildings (DOB), is seeking proposals from qualified and certified individuals or firms to provide third-party building inspection services in support of the City's enforcement of the New York State Uniform Fire Prevention and Building Code and Energy Code.

Constituents will have the option to hire approved third-party inspectors at their own expense to expedite inspections beyond the City’s standard queue. All such inspections will be reviewed and validated by the DOB for compliance and final approval.

This program leverages authority under NYCRR 1203.2(d), which permits municipalities to engage third-party professionals to supplement enforcement capacity, provided they meet the qualifications outlined in Part 1208 of the Code. All selected providers must adhere to the City's inspection

protocols and reporting standards, including the use of the City's OpenGov platform for documentation and scheduling.

The City invites qualified professionals and firms with relevant certification and code enforcement experience to submit qualifications under this RFQ and join this critical initiative to improve safety, regulatory compliance, and service delivery for the Mount Vernon community.

3.0 SCOPE AND OBJECTIVES

The primary objective of this solicitation is to provide an option to constituents for access to third party inspectors to expedite construction inspection services for their building department applications.

Through this RFQ, the City aims to authorize and prequalify up to three third-party inspection consultants who can provide timely, professional, and code-compliant inspections to supplement the efforts of City staff. These consultants will operate under a defined DOB protocol, offering property owners and applicants the option to utilize approved firms to expedite their projects while ensuring full compliance with all applicable codes and regulations.

This initiative reflects the City's commitment to responsible enforcement, increased operational capacity, and responsive service delivery to constituents, developers, and the business community.

Scope of the Solicitation

The City seeks to identify third-party inspection consultants to perform a wide range of technical inspections related to the enforcement of the NYS 2020 Uniform Fire and Building Codes, Energy Code, and City ordinances. The scope of services will include, but not be limited to, the following:

1. Construction and Permit Inspections

- Structural, framing, foundation, and related construction elements
- Electrical, plumbing, and mechanical systems, including HVAC
- Verification of code compliance prior to permit closure

2. Certificate of Occupancy / Certificate of Tenancy Inspections

- Final inspections required prior to the issuance of certificates
- Code compliance with approved construction plans, use classification, and occupancy load
- Accessibility, egress, and safety feature compliance

3. Equipment Permit Inspections

- Installation and operational compliance of:
 - Boilers
 - HVAC systems

- Elevators and lifts
 - Fuel oil tanks
- Confirmation of safety controls, permits, and manufacturer standards

4. Property Maintenance and Habitability Inspections

- Inspections under the Property Maintenance Code for both residential and commercial buildings
- Evaluation of sanitation, structural integrity, pest control, egress, and general habitability
- Documentation of violations for code enforcement action

5. Fire Safety and Uniform Code Compliance

- Life safety inspections as required under the Uniform Code
- Inspection of fire protection systems, exit signage, suppression systems, and fire-rated assemblies
- Multiple dwelling, nonresidential, and (as applicable) public assembly building code compliance

Regulatory Framework

All services shall be performed in accordance with the following regulatory codes and standards:

- New York State Uniform Fire Prevention and Building Code
- New York State Energy Conservation Construction Code
- 19 NYCRR Parts 1203 and 1208
- Mount Vernon Municipal Code and zoning regulations
- ADA Standards (where applicable)
- Relevant national and international construction codes and equipment standards

Consultants must be New York State-certified Building Safety Inspectors or Code Enforcement Officials and maintain current certification throughout the term of their engagement. The City will retain all permitting, enforcement, and issuance authority, and third-party inspectors will operate solely in an inspection and advisory capacity under City oversight.

4.0 OVERVIEW

This initiative is a direct response to the recommendations of the 2024 audit by the New York State Department of State, which identified staffing shortfalls and enforcement gaps within the City's building inspection process.

Primary Objective

The primary goal of this RFQ is to expand inspection capacity by engaging third-party providers who will work under DOB oversight and offer timely, qualified inspection services to constituents. These services will supplement—not replace—existing DOB operations and provide property owners and applicants with an alternative to expedite required inspections.

Scope of Services

Selected firms or individuals will be responsible for performing inspections in the following categories:

- Building permit inspections (structural, framing, MEP systems)
- Certificate of Occupancy/Certificate of Tenancy final inspections
- Equipment permit inspections (boilers, HVAC, elevators, fuel tanks)
- Property maintenance and habitability inspections
- Fire safety inspections in accordance with the Uniform Code

All inspections must be performed by New York State-certified Building Safety Inspectors or Code Enforcement Officials, with demonstrated knowledge of relevant federal, state, and local codes.

Selection and Protocol

Up to three qualified firms may be selected through this RFQ. Approved providers will be added to a list of third-party inspectors available for hire by constituents, at no cost to the City. All inspection reports must be submitted in a DOB-approved format and are subject to review and validation by City staff.

5.0 QUALIFICATIONS

The individual or firm must meet the following minimum qualifications to be considered for award of contract:

1. Certified Building Safety Inspectors

- Property maintenance and fire safety inspections must be conducted by inspectors certified by the New York State Department of State (NYSDOS) as Building Safety Inspectors.
- This includes individuals who have successfully completed the NYSDOS Division of Building Standards and Codes' Building Safety Inspector Basic Training Program.
- Certified inspectors must maintain their credentials by fulfilling the in-service training requirements outlined in NYCRR Section 1208-3.3(b).

2. Regulatory Knowledge and Communication Skills

- Must demonstrate a strong working knowledge of all applicable local, state, and federal laws, regulations, and codes governing building inspections, including but not limited to:
 - New York State Building and Fire Codes
 - Americans with Disabilities Act (ADA) compliance
 - Local zoning ordinances and municipal codes
- Must be able to clearly and accurately explain inspection-related findings and code interpretations both verbally and in writing.

3. Availability and Responsiveness

- Must provide qualified inspectors who are readily accessible to City staff and stakeholders for follow-up discussions regarding inspection reports.
- Inspectors must be available for communication by phone, email, or in-person meetings, as necessary.

4. Conflict of Interest

- The individual or firm must not be engaged in any contractual relationships or provide services to any other person or entity that would present a conflict of interest with the work performed on behalf of the City of Mount Vernon.

6.0 SUBMITTAL REQUIREMENTS

Submittals must include the following:

1. Qualifications

- a. Number of years the consultant firm has been in business.
- b. Name(s), title(s), certifications and resumes of the individuals that will be providing services.

2. Experience

- a. List the individual's or firm's experience in providing similar services, including personnel state registrations and/or certifications relevant to the type of inspections or other building services proposed to be provided by that individual or firm.
- b. Identify any consultants that you would expect to use, noting relevant disciplines.

3. Reference

Provide a list of at least 3 current references. Include name of individual or organization, job title, email address, mailing address, and telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

4. Individual's or Firm's Capabilities and Abilities

Provide a statement demonstrating you or your firm's ability to accomplish the scope of services in a comprehensive and thorough manner to address the scope of work identified above.

5. Working Relationship with City

Provide information regarding how you or your firm will provide timely responses to phone calls and/or emails from constituents. Discuss your anticipated relationship with the city and your firm.

6. Cost for Services

Provide proposed billing rate information for each inspection related to the scope of services. Please include both lump sum per building inspection (unit count breakup if applicable) and hourly rates for building inspection services.

7.0 EVALUATION CRITERIA

Submittals will be evaluated on the following criteria:

1. Qualifications
2. Experience
3. References
4. Capabilities
5. Proposed Working Relationship
6. Proposed Cost

8.0 SCHEDULE

The city anticipates entering a contract by October 1, 2025. The duration of the contract is expected to be for one (1) year with a renewal provision for additional time periods based on needs and mutual consent of both parties.

9.0 BACKGROUND

Mount Vernon is a *Home Rule* charter city and operates under the Council-Manager form of government. A mayor and six council members are elected from single-member districts with the mayor elected at large. The city limits are approximately 4 square miles. United Water, Con Ed and NYPA operate the city's electric and water utilities. The city maintains sanitary sewer and drain facilities (the county controls wastewater treatment) and is therefore able to relate infrastructure to growth patterns.

MISSION

The Department of Buildings (DOB) is dedicated to guiding and managing the physical growth and transformation of the City of Mount Vernon through the enforcement of building codes, the advancement of strategic planning initiatives, and the oversight of high-quality construction practices. Our mission is to enhance the built environment, promote public safety, and support inclusive, sustainable development that improves the quality of life for all residents.

The DOB provides expert technical guidance and regulatory oversight to facilitate responsible economic development, the creation and preservation of affordable housing, and the revitalization of historic neighborhoods. We are committed to integrating principles of environmental stewardship and resiliency into the city's construction practices by encouraging green building techniques, enforcing compliance with energy efficiency standards, and supporting projects that align with long-term climate and sustainability goals.

Through collaboration with developers, stakeholders, and community members, the DOB ensures that all construction and renovation projects contribute to a more livable, equitable, and environmentally responsible city.

10.0 GENERAL REQUIREMENTS

Labor Laws:

The awarded vendor will be required to comply with all applicable laws, including but not limited to labor laws, prevailing wage rates, and workers compensation.

Liability Requirements and Errors and Omissions Policy:

The successful company shall apply and maintain insurance which indemnifies and holds harmless the city, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor in an amount not less than \$1,000,000.

Other required insurances that must be furnished prior to commencement of work:

Workers' Compensation	Statutory Requirements
New York State Disability Coverage	Statutory Requirements
General Liability/Property Damage	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 per occurrence

Insurance certificates should name the City of Mount Vernon as *an Additional Insured Party* and should be primary over any insurance held by the city.

Respondents must agree to employ best efforts to ensure minority and female participation in accordance with the city's *Affirmative Action & Discrimination Policy* Statement (Exhibit D).

Proprietary Information:

The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law, Section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are "trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information that the proposer wishes to have treated as proprietary and confidential trade information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of submittal. This information should include a written request to accept it from disclosure, including a written statement of the reasons why the information should be accepted.

Right to Reject Proposals:

This RFQ does not commit the city to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFQ or to procure or contract for services. The city intends to award a contract on the basis of the best interest and advantage to the city and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified

proposers or to cancel this RFQ in part or in its entirety, if it is in the best interest of the city to do so.

Cancellation Clauses:

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFQ shall result in immediate cancellation. The agreement may be cancelled by the City of Mount Vernon for any other reason(s) upon 30 days' written notice.

New York Law and Venue:

The agreement arrived at from this solicitation shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought to the Supreme Court of the State of New York, Westchester County.

The city requires contractors which are not incorporated in the State of New York to produce a *Certificate to Do Business* in the State of New York from the New York Secretary of State prior to executing their contract with the city. Awarded bidder shall provide said certificate of required.

Iran Divestment Act:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Proposals and prices must remain valid for three (3) months.

PATENT RIGHTS (24 CFR 85.36(I)(8))

No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the contractor.

COPYRIGHTS (24 CFR 85.36(I)(9))

No reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this contract will be the subject of any application for copyright by, or on behalf of, the contractor.

ACCESS TO RECORDS (24 CFR 85.36(I)(L0))

The municipality/county, Office of State Planning, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions.

RECORDS RETENTION (24 CFR 85.36(I)(LL))

All records in the possession of the contractor pertaining to this contract will be retained by the contractor for a period of three (3) years from closeout of the grant by the grantee.

ENVIRONMENTAL COMPLIANCE (24 CFR 85.36(I)(12))

Contracts must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (1-1)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities. See Clean Air and Water Provisions in Attachment 9.

ENERGY EFFICIENCY (24 CFR 85.36(I)(13))

The project must be in compliance with the mandatory standards and policies relating to energy efficiency which are contained in the Energy Policy and Conservation Act (P.L. 94-163).

BREACH OF CONTRACT (2 CFR 200. APPENDIX II)

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

TERMINATION (2 CFR 200. APPENDIX II)

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b). in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the

wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT (42 U.S.C. 7401-7671q) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p.

189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

CONTRACT TERMINATION

If the Contractor fails, after seven (7) days written notice, to supply enough properly skilled workmen or proper materials, or fails to prosecute the work with such diligence as will assure its completion pursuant to contract terms or shall in any other respect commit a breach of their contract, the City may terminate the contract resulting from this bid without any further notice to the Contractor. Any and all costs, damages and other expenses incurred by the City as a result of this action shall be the direct liability of the Contractor.

EXECUTORY CLAUSE

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or makes available monies for the purpose of the contract.

FORCE MAJEURE

The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence he is unable to prevent.

11.0 EXHIBIT A

REQUEST FOR QUALIFICATIONS SPECIFICATION

All terms, conditions and requirements as set forth in this *Request for Qualifications* are acceptable as specified therein. Yes/No ____.

If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the *Request for Qualifications* with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

A. the prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and

B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

C. no attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable as a whole or in part from the City of Mount Vernon treasury is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Qualification spec. 004-DOB except as identified.

Company Name and Address

Name & Title

Authorized Signature

Date

Phone Number

12.0 EXHIBIT B

CITY OF MOUNT VERNON, NY
CITY OF MOUNT VERNON

SHAWYN PATTERSON-HOWARD
 Mayor

City Hall – One Roosevelt Square
 Mount Vernon, NY 10550
 Website: www.cmvny.com

Patrick G. Holder, R.A.
 Commissioner

July 10, 2025

City Hall
 1 Roosevelt Square
 Mount Vernon, New York 10550

THROUGH THE OFFICE OF THE MAYOR.

Re: THIRD-PARTY BUILDING INSPECTOR(S) FOR BUILDINGS DEPARTMENT

Honorable City Council Members:

As you are aware, the City of Mount Vernon recently adopted recommendations from the New York State Department of State following the audit requested by the city. One of the key action items outlined in the Department of State's letter dated April 15, 2024, regarding the Enforcement of the Uniform Code in the City of Mount Vernon, was the resumption and implementation of fire safety and property maintenance inspections for buildings listed on the official Inspection List-specifically Public Assembly, Multiple Dwelling, and Nonresidential occupancies.

The city responded to this directive by engaging a consultant to support the outsourced inspection of Multiple Dwellings. However, Public Assembly (PA) inspections-originally supported by the Department of Buildings due to a lack of certified fire code enforcement personnel in the Fire Department-placed additional strain on our team. While the Fire Department assumed full responsibility for PA inspections as of February 2025, the year-long support (Feb 2024-Feb 2025) from our Building Inspectors led to a notable backlog of over 1700 other critical inspection types. Despite our best efforts to address this backlog, the sustained increase in inspection requests, combined with pre-existing resource limitations noted in the State audit that recommended additional hires to perform all enforcement activities (i.e. Inspectors); has left us unable to meet the full demands of enforcement obligations under the Uniform Code.

I am requesting the use of the authority granted by the New York State Building Code to formalize a process to allow third-party providers for Inspections. According to but not limited to NYCRR1203.2 section (d), *"Every authority having jurisdiction responsible for administration and enforcement of the Uniform Code shall exercise its powers in due and proper manner so as to extend to all people of the State protection from the hazards of fire and inadequate building construction. Every authority having jurisdiction responsible for administration and enforcement of the Energy Code shall exercise its powers in due and proper manner so as to farther the purposes of Article II of the Energy Law, as applicable" e-(1) Where an authority having jurisdiction contracts directly with an individual or a business entity to perform any building safety inspector enforcement activities on behalf of such authority having jurisdiction, the authority having jurisdiction shall satisfy itself that each individual performing such contracted-for building safety inspector enforcement activities has qualifications comparable to those of a person who has met the requirements of Part 1208 of this Title applicable to building safety inspections. (3) No agreement shall be made by which building permits, certificate of occupancy, certificates of compliance, orders or appearance tickets or other similar documents related to administration and enforcement of either or both of the Codes are issued by other than public officers of the authority having jurisdiction.*

Therefore, I am proposing the city allow third-party Building Inspections to be available to our constituents. This is supported by the following: recommendations of the recent department of state audit; In-person and phone meetings with building commissioners in adjacent communities; and demands for timely inspections from our own business community and individual property owners. Further, our experiences with third-party electrical consultants; the success of our ongoing outsourcing of plan reviews, plumbing and multiple dwelling inspections; and the history of our city and other adjacent municipalities working with third-party consultants to enforce the uniform code, also supports this action.

Like the current process with third-party electrical consultants there will be no charge to the city for these proposed third-party building inspections. Constituents will have the option of utilizing the approved third-party list to help expedite their inspections should they choose to bypass the standard process and the lag time the DOB is experiencing with these inspections.

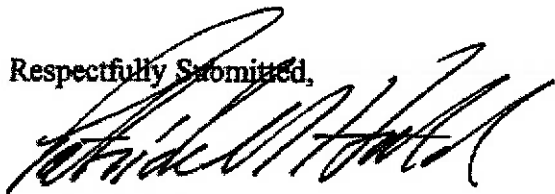
DOB Third-Party Protocol

DOB Third-Party protocol will be a straightforward process that presents a choice to all constituents of hiring an approved DOB third-party consultant firm/individual.

We are proposing that this process is initiated by posting an RFQ for qualified third-party providers, of which three qualified firms/individuals can be chosen to provide this service to

constituents. If this meets with the approval of Your Honorable Body, kindly enact the necessary legislation to move forward with these third-party consultant firms.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Patrick G. Holder", written over a horizontal line.

Patrick G. Holder
Commissioner of Buildings

cc: Mayor, Corporation Counsel, City Clerk, The Comptroller

13.0 EXHIBIT C

ANTI HARASSMENT POLICY



DEPARTMENT OF HUMAN RESOURCES
MAYOR SHAWN PATTERSON-HOWARD

City of Mount Vernon Anti-Harassment Policy

ANTI HARASSMENT POLICY EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of the CITY OF MOUNT VERNON to be in compliance with all state and federal laws, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, in all employment practices. This City is an equal opportunity employer. Employment discrimination on the basis of race, religion, color, sex, national origin, age, sexual orientation, disability or any other legally protected status is prohibited.

Harassment of any employee on the basis of race, religion, color, sex, national origin, age, sexual orientation or disability is prohibited. Slurs, epithets, and jokes based on these characteristics have no place in the workplace. Harassment of any nature will not be tolerated.

All employees of this City are entitled to a workplace free of unlawful harassment by management, or co-workers. Any employee who feels that they have been subjected to unlawful harassment is directed to report it immediately to the Department of Human Resources. Preserving a workplace free of unlawful harassment is the responsibility of all employees.

Any report of unlawful harassment will promptly be investigated by the Department of Human Resources or by an office designated by the Department of Human Resources. All employees are required to cooperate with the investigation. Confidentiality will be maintained so far as possible, and no retaliation will be permitted.

If the investigation substantiates the allegation of harassment, appropriate measures will be taken. Discipline, up to and including dismissal, will be imposed upon any employee who is found to have engaged in prohibited conduct.

Any individual who knowingly makes a false claim of unlawful harassment will be subject to appropriate disciplinary action up to and including dismissal. Any questions about this policy should be directed to the Department of Human Resources.

14.0 EXHIBIT D

AFFIRMATIVE ACTION & DISCRIMINATION POLICY STATEMENT



DEPARTMENT OF HUMAN RESOURCES

MAYOR SHAWYN PATTERSON-HOWARD

COMMISSIONER TENEIL PETERS

AFFIRMATIVE ACTION & DISCRIMINATION POLICY STATEMENT

It is the policy of the City of Mount Vernon to provide for and promote equal opportunity employment, compensation and other terms and conditions of employment without discrimination on the basis of age, race, color, religion, disability, national origin, gender, sexual orientation, veteran or military service member status/marital status, domestic violence victim status, genetic predisposition or carrier status, or arrest and or criminal convection record unless based upon a bona fide occupational qualification or other exception.

It is the policy of the City of Mount Vernon to provide qualified persons with disabilities and equal opportunity to participate in and receive the benefits, services, programs and activities of the Department, and to provide such persons reasonable accommodations and reasonable modifications as are necessary, to enjoy such equal opportunity. It is a violation of this policy for any employee to engage in discrimination or to retaliate against a member of the community for raising an allegation of discrimination, filing a complaint alleging discrimination, or for participating in any proceeding to determine whether discrimination has occurred.

15.0 EXHIBIT E

DRUG-FREE WORKPLACE REQUIREMENTS

The contractor certifies that it will provide a drug-free workplace, in compliance with 41 U.S.C. 8101 et seq., 48 C.F.R. Subpart 23.5, and 2 C.F.R. Part 2429. The contractor certifies that it will make a good faith effort, on a continuing basis, to maintain a drug-free workplace, including by taking certain specific measures, as follows:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment on any federally funded contract, the employee will:

- (1) Abide by the terms of the statement, and notify the employer in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

Making it a requirement that each employee to be engaged in the performance of any federally funded contract be given a copy of the statement required by paragraph (a);

(c) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Contractor's policy of maintaining a drug-free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and,
- (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(d) Notifying the County and the Federal agency that provided the Funds within ten days after receiving notice under subparagraph (b)(2) from an employee or otherwise receiving actual notice of such conviction, with such notification:

- (1) being in writing;
- (2) including the employee's position title;
- (3) including the identification number(s) of each affected award of Federal funds;

(e) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with applicable law; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.



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
Website: www.cmvny.com

Patrick G. Holder, R.A.
Commissioner

Hediye Mamak
1st Deputy Commissioner

Dawn Asbury
2nd Deputy Commissioner

July 10, 2025

City Hall
1 Roosevelt Square
Mount Vernon, New York 10550

THROUGH THE OFFICE OF THE MAYOR.

Re: Third-party Building Inspector(s) to address Inspection backlog

To the Honorable Council Members:

As you are aware, the City of Mount Vernon recently adopted recommendations from the New York State Department of State following the audit requested by the city. One of the key action items outlined in the Department of State's letter dated April 15, 2024, regarding the Enforcement of the Uniform Code in the City of Mount Vernon, was the resumption and implementation of fire safety and property maintenance inspections for buildings listed on the official Inspection List—specifically Public Assembly, Multiple Dwelling, and Nonresidential occupancies.

The city responded to this directive by engaging a consultant to support the outsourced inspection of Multiple Dwellings. However, Public Assembly (PA) inspections—originally supported by the Department of Buildings due to a lack of certified fire code enforcement personnel in the Fire Department—placed additional strain on our team. While the Fire Department assumed full responsibility for PA inspections as of February 2025, the year-long support (Feb 2024-Feb 2025) from our Building Inspectors led to a notable backlog of over 1700 other critical inspection types. Despite our best efforts to address this backlog, the sustained increase in inspection requests, combined with pre-existing resource limitations noted in the State audit that recommended additional hires to perform all enforcement activities (i.e. Inspectors); has left us unable to meet the full demands of enforcement obligations under the Uniform Code.

I am requesting the use of the authority granted by the New York State Building Code to formalize a process to allow third-party providers for Inspections. According to but not limited to NYCRR1203.2 section (d), *"Every authority having jurisdiction responsible for administration and enforcement of the Uniform Code shall exercise its powers in due and proper manner so as to extend to all people of the State protection from the hazards of fire and inadequate building construction. Every authority having jurisdiction responsible for administration and enforcement of the Energy Code shall exercise its powers in due and proper manner so as to further the purposes of Article II of the Energy Law, as applicable"* e-(1) *Where an authority having jurisdiction contracts directly with an individual or a business entity to perform any building safety inspector enforcement activities on behalf of such*

authority having jurisdiction, the authority having jurisdiction shall satisfy itself that each individual performing such contracted-for building safety inspector enforcement activities has qualifications comparable to those of a person who has met the requirements of Part 1208 of this Title applicable to building safety inspections. (3) No agreement shall be made by which building permits, certificate of occupancy, certificates of compliance, orders or appearance tickets or other similar documents related to administration and enforcement of either or both of the Codes are issued by other than public officers of the authority having jurisdiction.

Therefore, I am proposing the city allow third-party Building Inspections to be available to our constituents. This is supported by the following: recommendations of the recent department of state audit; In-person and phone meetings with building commissioners in adjacent communities; and demands for timely inspections from our own business community and individual property owners. Further, our experiences with third-party electrical consultants; the success of our ongoing outsourcing of plan reviews, plumbing and multiple dwelling inspections; and the history of our city and other adjacent municipalities working with third-party consultants to enforce the uniform code, also supports this action.

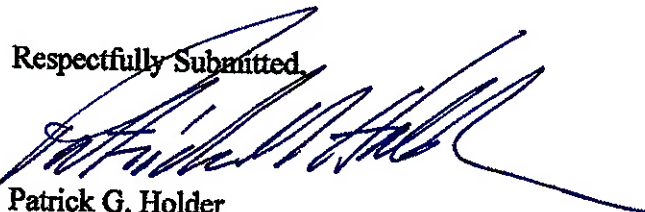
Like the current process with third-party electrical consultants there will be no charge to the city for these proposed third-party building inspections. Constituents will have the option of utilizing the approved third-party list to help expedite their inspections should they choose to bypass the standard process and the lag time the DOB is experiencing with these inspections.

DOB Third-Party Protocol

DOB Third-Party protocol will be a straightforward process that presents a choice to all constituents of hiring an approved DOB third-party consultant firm/individual.

We are proposing that this process is initiated by posting an RFQ for qualified third-party providers, of which three qualified firms/individuals can be chosen to provide this service to constituents. If this meets with the approval of Your Honorable Body, kindly enact the necessary legislation to move forward with these third-party consultant firms.

Respectfully Submitted,


Patrick G. Holder
Commissioner of Buildings

cc: Mayor, Corporation Counsel, City Clerk, The Comptroller



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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COM/MOUNTVERNONNY

File #: TMP -1530

Agenda Date: 8/13/2025

Agenda #: 24.

City Council:

AN ORDINANCE AUTHORIZING THE CONDEMNATION AND DISPOSAL OF OBSOLETE FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT

Whereas, in a letter dated July 17, 2025, the Commissioner of the Fire Department formally requested authorization for the Fire Department of the City of Mount Vernon to officially condemn, retire, and dispose of the firefighter personal protective equipment listed in the attached inventory, which is incorporated herein by reference; and

Whereas, the Fire Administration of the City of Mount Vernon has determined that certain firefighter personal protective equipment (PPE) is no longer serviceable due to damage, wear, or failure to meet the standards set forth in the National Fire Protection Association (NFPA) 1851 advanced inspection; and

Whereas, the NFPA and manufacturer guidelines recommend that firefighter PPE be removed from service after ten (10) years from the date of manufacture, regardless of condition; and

Whereas, the continued use of unserviceable PPE may pose a risk to the health and safety of firefighters and hinder the operational readiness of the Fire Department; and

Whereas, the Fire Administration has provided an inventory list of PPE proposed for condemnation and has recommended that this equipment be formally retired and properly disposed of in accordance with safety standards and departmental policy; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Condemn and Dispose. The City Council hereby authorizes the Fire Department of the City of Mount Vernon to officially condemn, retire, and dispose of the firefighter personal protective equipment listed in the attached inventory, which is incorporated herein by reference.

Section 2. Compliance with Standards. The Fire Department shall ensure that the condemnation and disposal of said equipment are conducted in compliance with all applicable safety standards, environmental regulations, and department policies.

Section 3. Effective Date. This Ordinance shall take effect immediately upon passage and approval by the City Council in accordance with the City Charter.



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

Kevin Holt
Fire Commissioner
Theodore W. Beale Jr.
Deputy Fire Commissioner
Juan A. Peralta
Chief of Operations

7/17/2025

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

Subject: Request for Approval to Condemn Firefighter Personal Protective Equipment


Dear Council Members,

The Fire Administration respectfully requests the introduction and approval of legislation authorizing the Fire Department to retire and dispose of firefighter protective equipment that has been deemed unserviceable. This includes gear that is beyond repair, fails to meet the standards of the NFPA 1851 advanced inspection, or has reached the end of its recommended service life—specifically, ten (10) years from the date of manufacture.

Attached you will find an inventory list of the equipment proposed for condemnation. We respectfully request the City Council's approval to move forward with the formal condemnation and proper disposal of this equipment.

We appreciate your consideration and support in authorizing the proper retirement and disposal of this essential equipment in accordance with safety standards and department policy.

Respectfully submitted,


Kevin Holt
Fire Commissioner

"The Jewel of Westchester"

Mount Vernon Fire Department Condemned Turnout Gear

Coat		Serial Number
1		7C19136
2		7900708
3		4616535
4		2743642
5		2743624
6		A321979
7		3466059
8		3720383
9		7701566270
10		3305801
11		3395801
12		64010151
13		5129032
14		4025718
15		4610781
16		3844760
17		3742635
18		3899667
19		4229351
20		4108866
21		4025716
22		5680000019
23		3365801
24		153....
25		N/A
26		N/A
27		N/A
28		N/A
29		18127...
30		N/A
31		N/A
32		N/A
33		N/A
34		N/A
35		N/A
36		N/A

Boots

42 Pairs

Pants	Serial Number	Pants		Serial Number
1	1286592	41		2820557
2	2743722	42		3190002
3	95072	43		4056045
4	N/A	44		2001817
5	C2001699	45		5229936
6	3138845	46		920260
7	2743683	47		8314859
8	4250884	48		7900708
9	4229352	49		95081
10	3138843	50		2621989
11	95023	51		2743668
12	135217	52		3637293
13	95074	53		7900708
14	56152	54		R2M416
15	2743704	55		1627
16	C2001704	56		701611810
17	3887004	57		235635023
18	4003310	58		2743715
19	3378277	59		4632427
20	2743676	60		4610788
21	4683093	61		4009588
22	5535417	62		44997471
23	4497465	63		4025721
24	6225869	64		4714993
25	3138837	65		4229355
26	6261998	66		2743721
27	2743711			
28	4297498			
29	4632435			
30	4069519			
31	4118407			
32	2743695			
33	3676241			
34	3375010			
35	3111645			
36	4714989			
37	4517096			
38	2716041			
39	3466065			
40	3138841			

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City of Mount Vernon, New York

Staff Report

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VERNON, NEW YORK
10550
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File #: TMP -1521

Agenda Date: 8/13/2025

Agenda #: 25.

City Council:

AN ORDINANCE AUTHORIZING THE DEPUTY COMMISSIONER OF THE DEPARTMENT OF PUBLIC SAFETY TO ATTEND THE SECOND ANNUAL NEW YORK FIRST RESPONDERS SUMMIT IN WASHINGTON, D.C., AND APPROVING RELATED EXPENSES

Whereas, in correspondence dated July 10, 2025, the Deputy Commissioner of the Department of Public Safety formally requested retroactive authorization to attend Senator Kirsten Gillibrand's Second Annual New York First Responders Summit in Washington, D.C., on July 24, 2025, and to participate as a panelist on the topic of "Community Wellness and Partnerships"; and

Whereas, the Department of Public Safety of the City of Mount Vernon is committed to fostering community wellness, strengthening partnerships, and enhancing the knowledge and skills of its leadership to better serve residents; and

Whereas, Deputy Commissioner Lackard of the Department of Public Safety was invited to participate as a panelist on the topic of "Community Wellness and Partnerships" at Senator Kirsten Gillibrand's Second Annual New York First Responders Summit, held in Washington, D.C., on July 24, 2025; and

Whereas, the Summit provided an opportunity to exchange best practices with first responder agencies across New York State and to bring back valuable strategies to improve public safety operations within the City of Mount Vernon; and

Whereas, there was no registration fee for participation in the Summit; and

Whereas, the Department of Public Safety seeks retroactive approval for reimbursement of ground transportation (including gas and tolls) and meals, not to exceed Three Hundred Dollars (\$300.00), to be charged to Budget Line A3120.451, Training; and

Whereas, Deputy Commissioner Lackard informed the City Council of her intent to attend this Summit during the July 9, 2025, City Council meeting and indicated that a formal request letter would be submitted for consideration at the August 13, 2025, meeting; **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 Summit. The City Council hereby retroactively authorizes Deputy Commissioner Lackard of the Department of Public Safety to attend Senator Kirsten Gillibrand's Second Annual New York First Responders Summit in Washington, D.C., held on July 24, 2025.

Section 2. Reimbursement of Expenses. The City Council approves reimbursement for ground transportation (including gas and tolls) and meals related to attendance at the Summit, not to exceed Three

Hundred Dollars (\$300.00).

Section 3. Budget Appropriation. Said expenses shall be charged to Budget Line A3120.451, Training, as allocated within the Department of Public Safety's approved budget.

Section 4. Effective Date. This Ordinance shall take effect immediately 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 of Reform

MARCEL OLIFIERS
CHIEF OF OPERATIONS

SHAWYN PATTERSON - HOWARD
MAYOR

July 10, 2025

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

RE: Request for Authorization to Attend First Responders Summit in Washington, D.C.

Dear Honorable Councilmembers,

The Department of Public Safety respectfully requests the City Council's retroactive approval of an ordinance authorizing the Deputy Commissioner to attend **Senator Kirsten Gillibrand's Second Annual New York First Responders Summit**, to be held in **Washington, D.C., on July 24th.**

Deputy

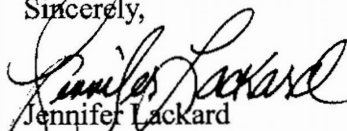
Commissioner Lackard has been invited to participate as a panelist on the topic of "Community Wellness and Partnerships."

There is no registration fee for the summit; however, we respectfully request reimbursement for ground transportation (including gas and tolls) and meals, not to exceed \$300. These expenses will be covered under **Budget Line A3120.451 (Training).**

Deputy Commissioner Lackard requested approval from the City Council to attend this conference during the Council meeting held on July 9, 2025. She noted that a formal request letter would be submitted for the August 13, 2025 meeting, which falls after the date of the conference.

Should this request meet with the approval of your Honorable Body, we kindly ask that legislation be enacted to authorize this attendance and associated expenses.

Sincerely,


Jennifer Lackard
Deputy Commissioner of Public Safety

FIRST RESPONDERS

Summit

#NYFirstResponders



Thursday, July 24, 2025

Washington, DC

All sessions in CVC Auditorium unless other location listed.

DRAFT AGENDA

- | | |
|-----------------|--|
| 8:30 – 9:15am | Registration & Breakfast |
| 9:15 – 9:20am | Welcome |
| 9:20 – 9:30am | Opening Remarks – Senator Kirsten Gillibrand |
| 9:30 – 9:40am | Remarks – House Democratic Leader Hakeem Jeffries |
| 9:40 – 10:30am | Officer and Family Wellness <ul style="list-style-type: none">• Panelists<ul style="list-style-type: none">○ Tommy Shevlin, President, Nassau PBA○ Jim Banish, President, NYLEAP○ TBD, IAFF |
| 10:30 – 11:05am | Update on 9/11 Health Program and Funding
Remarks – Congressman Andrew Garbarino <ul style="list-style-type: none">• Panelists<ul style="list-style-type: none">○ Dr. David Prezant, Chief Medical Officer/Special Advisor on Health Policy, First Department of New York and Director, FDNY World Trade Center Health Program○ Dr. Michael Crane, World Trade Center Health Program, Clinical Center of Excellence at Mount Sinai |
| 11:05 – 11:15am | Break |
| 11:15am – 12pm | Community Partnerships <ul style="list-style-type: none">• Panelists<ul style="list-style-type: none">○ Jennifer Lackard, Deputy Commissioner of Wellness and Reform, Mount Vernon Police Department○ Yehiel M. Kalish, CEO, Chevra Hatzalah |

- Dr. Jean Kanokogi, PhD, Director of Mental Health & Peer Support Services, Federal Law Enforcement Officers Association
- Jonathan Smith, Paramedic/Chief/CEO, Pittsford Volunteer Ambulance

12 – 12:15pm Remarks – Senate Democratic Leader Charles E. Schumer

12:15 – 12:30pm Break/Travel Time

12:30 – 1:30pm Lunch with New York Delegation
Location: Kennedy Caucus (325 Russell)

1:30 – 1:50pm Break/Travel Time

1:50 – 2:50pm Grants Workshops

For Police

- Panelists
 - TBD, New York Division of Criminal Justice Services
 - TBD, NYPD
 - Abi Jimenez, Grants Director, Office of Sen. Gillibrand

For Firefighters & EMTs

- Panelists
 - Jamie Burgess, IAFF
 - Jonathan Smith, Paramedic/Chief/CEO, Pittsford Volunteer Ambulance
 - Chris Blanco, Chief Financial Officer, NYC Office of Emergency Management
 - Ryan Kambich, Senior Legislative Assistant, Office of Sen. Gillibrand

2:50 – 3pm Travel Time

3 – 3:30pm Q&A with Senator Gillibrand

3:30 – 3:45pm Optional: Photos with Senator Gillibrand

3:45 – 4:45pm Optional: Gillibrand Staff Office Hours
Optional: Tour of U.S. Capitol



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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File #: TMP -1564

Agenda Date: 8/13/2025

Agenda #: 26.

City Council:

AN ORDINANCE AMENDING SECTION 243 OF THE MOUNT VERNON CITY CHARTER TO IMPOSE FINES ON UNLICENSED TOW TRUCK OPERATORS

Whereas, in correspondence dated August 4, 2025, the Commissioner of the Department of Public Safety formally requested authorization to amend Section 243 of the Mount Vernon Charter to establish fines for tow truck operators engaging in business within the City without the necessary license; and

Whereas, the City of Mount Vernon is committed to ensuring the safety, protection, and welfare of its residents and visitors; and

Whereas, the operation of unlicensed tow trucks within the City presents a serious threat to public safety, exposes consumers to potential fraud, excessive fees, and a lack of recourse for damage or misconduct; and

Whereas, licensing of tow truck operators serves to maintain industry standards, provide for regulatory oversight, and promote ethical and lawful conduct; and

Whereas, the Department of Public Safety has recommended the imposition of fines to deter and penalize unauthorized towing activity within the City of Mount Vernon; and

Whereas, the City Council finds it in the public interest to adopt appropriate penalties for violations of licensing requirements for tow truck operators to preserve the safety and rights of its citizens;
Now, Therefore, Be It Resolved That

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

Section 1. Title. This ordinance shall be known as the “Unlicensed Tow Truck Operator Enforcement Ordinance.”

Section 2. Amendment to City Charter. Section 243 of the Mount Vernon City Charter is hereby amended to add the following paragraph:

“Any person who violates the provisions of this section by operating a tow truck or engaging in towing activities within the City of Mount Vernon without a valid tow truck operator’s license issued by the City shall be subject to a civil fine of not less than five thousand dollars (\$5,000) and not more than twenty thousand dollars (\$20,000) per violation. Additionally, the registered owner of any tow truck found operating in violation of this section shall be subject to a separate fine of not less than one thousand five hundred dollars (\$1,500) and not more than ten thousand dollars (\$10,000) per offense.”

Section 3. Severability. If any section, clause, sentence, paragraph, or provision of this Ordinance shall be deemed invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect immediately upon approval by the City Council and subsequent 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 of Reform

MARCEL OLIFIERS
CHIEF OF OPERATIONS

SHAWYN PATTERSON - HOWARD
MAYOR

August 4, 2025

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

RE: Request for Ordinance to Impose Fines on Unlicensed Tow Truck Operators for approval at the August 13, 2025 City Council Meeting

Dear Honorable Members of the City Council,

The Department of Public Safety requests your approval of an ordinance amending the Mount Vernon City Charter to impose fines on tow truck operators conducting business within the city without the required license.

We propose that the following language be added to Section 243 of the Charter:

"Any person who violates the provisions of this section shall be subject to a fine of not less than \$5,000 and not more than \$20,000. Additionally, any owner of a tow truck found in violation shall be liable for a fine of not less than \$1,500 and not more than \$10,000 per offense."

This amendment is vital to protect Mount Vernon residents. The operation of unlicensed tow trucks presents a serious risk to public safety and consumer protection. Without proper licensing and oversight, residents may face, unexpected towing fees, exposure to fraudulent or predatory business practices, and potential liability for damages during the towing process. Licensing ensures accountability, safety standards, and lawful operation. Enforcing penalties for noncompliance will deter unauthorized operators.

If this request meets with the approval of your Honorable Body, we ask that legislation be enacted granting this approval.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Gibson".

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
FACEBOOK.
COM/MOUNTVERNONNY

File #: TMP -1525

Agenda Date: 8/13/2025

Agenda #: 27.

City Council:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS WITHIN THE DEPARTMENT OF ASSESSMENT BUDGET TO COVER NECESSARY OVERTIME EXPENSES

Whereas, in correspondence dated July 16, 2025, the Commissioner of the Department of Assessment formally requested authorization for the transfer of Three Thousand Dollars (\$3,000.00) from the Department of Assessment's Contracted Outside Services budget line A1355-405 to the Overtime budget line A1355-110; and

Whereas, the City of Mount Vernon Department of Assessment has determined that additional overtime was required to process the 2025 Enhanced STAR Eligibility Report to ensure that qualified residents receive STAR checks from New York State promptly; and

Whereas, sufficient funds are available within the Department of Assessment's Contracted Outside Services budget line (A1355-405) to cover this necessary overtime expense; and

Whereas, the transfer of these funds is necessary and in the best interest of the City of Mount Vernon and its residents; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization of Budget Transfer. The City Council hereby authorizes the transfer of Three Thousand Dollars (\$3,000.00) from the Department of Assessment's Contracted Outside Services budget line A1355-405 to the Overtime budget line A1355-110.

Section 2. Purpose of Transfer. The funds transferred according to this Ordinance shall be used exclusively to cover overtime expenses incurred by the Department of Assessment for processing the 2025 Enhanced STAR Eligibility Report.

Section 3. 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 ASSESSMENT

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 665-2328 – Fax: (914) 665-3522

Stephanie Vanderpool
Commissioner

Cranson D. Johnson
Deputy Commissioner

July 16, 2025

Honorable Danielle Browne Esq.
City Council President
City Hall
Mount Vernon, NY 10550

(Through the Office of the Mayor)

RE: Transfer of Funds

Dear City Council Members,

I am respectfully requesting legislation from your governing body authorizing the transfer in the amount of \$3,000 from Assessor's Contracted Outside Services (405) to Assessor's Overtime (110).

This transfer is within the Department of Assessment budget lines. The transfer between budget lines is necessary to cover overtime pay that was necessary to process the 2025 Enhanced STAR Eligibility report; for qualified residents to receive STAR checks from New York State..

FROM

A1355-405 Assessor's Contracted Outside Services

TO

A1355-110 Assessor's Overtime

Respectfully

Stephanie G. Vanderpool
Commissioner of Assessment

Cc: Mayor

Comptroller Office
Law Department
Office Copy
SV/CDJ



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1537

Agenda Date: 8/13/2025

Agenda #: 28.

City Council:

AN ORDINANCE AUTHORIZING THE ADOPTION OF A FUND BALANCE POLICY FOR THE CITY OF MOUNT VERNON

Whereas, by correspondence dated July 21, 2025, the Comptroller has formally requested that the City of Mount Vernon adopt the attached Fund Balance Policy, designated as Exhibit A, which is hereby incorporated by reference and made a part of this Ordinance as if fully set forth herein; and

Whereas, the City Council of the City of Mount Vernon (“the Council”) recognizes the need to maintain the City’s financial stability and protect its long-term fiscal health; and

Whereas, the unassigned fund balance is a critical measure of economic stability that provides a financial cushion against unforeseen revenue shortfalls, unexpected expenditures, and other financial risks; and

Whereas, the City’s annual audits for 2018 and 2019 have indicated a steady decline in the fund balance over time; and

Whereas, the City Comptroller, in collaboration with the City’s financial advisors, Capital Markets Advisors, LLC, has developed a comprehensive Fund Balance Policy (the “Policy”) to establish clear guidelines for maintaining a prudent level of fund balance; and

Whereas, the adoption of this Policy will enhance the City’s creditworthiness, support operational cash flow, and safeguard taxpayers against extraordinary or unexpected events; and

Whereas, the Council finds it necessary and appropriate to formally adopt this Policy and repeal any previous fund balance policies that may be inconsistent with the provisions herein; **Now, Therefore, Be It Resolved That**

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

Section 1. Adoption of Fund Balance Policy. The City of Mount Vernon hereby adopts the attached Fund Balance Policy, marked as **Exhibit A**, which is incorporated by reference and made a part of this Ordinance as if fully set forth herein.

Section 2. Purpose. The purpose of this policy is to establish a framework for maintaining a prudent level of unassigned fund balance to mitigate financial risks associated with revenue shortfalls, unexpected expenditures, and other emergencies or unforeseen events.

Section 3. Authority and Implementation. The City Comptroller, in consultation with the Mayor and the City Council, shall be responsible for implementing, monitoring, and conducting annual reviews of the Fund Balance Policy to ensure continued compliance and effectiveness.

Section 4. Repeal of Inconsistent Policies. Any and all prior ordinances, resolutions, or

written policies of the City of Mount Vernon regarding fund balance that are inconsistent with this Ordinance are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect immediately upon approval and adoption by the City Council and following applicable laws of the State of New York.



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

July 21, 2025

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

RE: COMP2025-10 – Proposed Fund Balance Policy

Honorable City Council Members:

I write to respectfully request that the Mount Vernon City Council (“the Council”) enact legislation adopting the attached proposed Fund Balance Policy for the City of Mount Vernon.

My office has worked with our financial advisors, Capital Markets Advisors, LLC, to develop the proposed policy. The purpose of this Fund Balance Policy (the “Policy”) is to establish a key element of the financial stability of the City of Mount Vernon (“City”) by defining and setting guidelines to maintain a prudent level of fund balance. Unassigned fund balance is an important measure of economic stability.

As noted in the City’s 2018 and 2019 annual audits, the fund balance has steadily declined over time. To safeguard the City’s long-term financial health and solvency, it is essential that we adopt formal written policies and procedures to maintain an adequate level of unassigned fund balance. Such a policy will help mitigate financial risks stemming from unforeseen revenue shortfalls and unexpected expenditures. A well-structured Fund Balance Policy not only enhances the City’s creditworthiness but also ensures sufficient cash flow to meet operational needs. Ultimately, maintaining a healthy fund balance serves as a critical financial cushion for taxpayers in the face of unforeseen or extraordinary events.

The attached document provides a comprehensive policy. I would ask your honorable body adopt this policy and repeal all previous fund balance policies, if applicable.

Thanking you in advance for your assistance in this matter.

Respectfully,

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

cc: Mayor Shawyn Patterson-Howard
Corporation Counsel
File

Fund Balance Policy

City of Mount Vernon New York



City Council

Danielle Browne, Esq., President

Jaevon Boxhill

Edward Poteat

Cathlin B. Gleason

Derrick Thompson

Mayor

Shawyn Patterson-Howard

City Comptroller

Dr. Darren M. Morton

TABLE OF CONTENTS

I.	PURPOSE	1
II.	DEFINITIONS.....	1
III.	UNASSIGNED FUND BALANCE	2
IV.	RESERVE FUNDS	2
V.	REPLENISHMENT	2
VI.	ANNUAL REVIEW & AMENDMENTS	2

I. PURPOSE

The purpose of this Fund Balance Policy (the “Policy”) is to establish a key element of the financial stability of the City of Mount Vernon (“City”) by defining and setting guidelines to maintain a prudent level of fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the City maintains adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, and unanticipated expenditures. A Fund Balance Policy protects the City’s creditworthiness and provides for adequate cash flow needs. Fund balance essentially provides taxpayers with a cushion against unforeseen and extraordinary events.

The Government Finance Officers Association (“GFOA”) recommends that local governments establish a policy to maintain *reasonable* levels of unexpended surplus funds in their General Funds and other principal funds to hedge against unanticipated expenditures and/or revenue shortfalls.

II. DEFINITIONS

Fund Equity – A fund’s equity is generally the difference between its assets and its liabilities.

Fund Balance – An accounting distinction is made between the portions of fund equity that are spendable and non-spendable. The City records fund balances in accordance with GASB 54 which divides fund balance into the five (5) following classifications:

- A. **Non-spendable Fund Balance** – Includes amounts that are not in a spendable form or are required to be maintained intact, including, but not limited to, prepaid items, inventories, and long-term portions of loans receivable, financial assets held for resale and principal of endowments.
- B. **Restricted Fund Balance** – Includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation.
- C. **Committed Fund Balance** – Includes amounts that can be used only for the specific purposes determined by a formal action of the government’s highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
- D. **Assigned Fund Balance** – Comprises amounts *intended* to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates its authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

- E. **Unassigned Fund Balance** – The residual classification of the General Fund includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose (i.e. Rainy-Day Fund).

III. UNASSIGNED FUND BALANCE

When possible, the City shall maintain a level of unassigned fund balances of ten percent (10%) of the prior year's operating expenditures made from its General and Enterprise funds.

To the extent the City utilizes its unassigned fund balance, the City shall use these funds either for (i) non-recurring expenses that promote important policy objectives set forth by the City Council; or (ii) extraordinary operating and capital purposes that could not be anticipated, and which otherwise cannot be financed with current revenues in the annual operating budget. Such purposes include, but are not limited to, financing emergency capital repairs, offsetting an unexpected economic downturn, covering an unanticipated or excess shortfall in revenues or a spike in expenses, and/or providing necessary resources for emergencies.

IV. RESERVE FUNDS

As financial circumstances warrant, the City shall look to establish and fund a number of formal reserve funds pursuant to the New York State General Municipal Law, the City Charter and other applicable rules and regulations.

V. REPLENISHMENT

In fiscal years where the City's unassigned fund balance falls below the level of ten percent (10%) set forth above, the City shall develop a plan to replenish its unassigned fund balance by direct appropriation commencing with the next operating budget. The City will appropriate an available amount of at least twenty-five percent (25%) of the difference between its current level of unassigned fund balance and the minimum amount under this Policy, such that the minimum level of unassigned fund balance would be attained over a reasonable period. To the extent that a direct appropriation in the amount of twenty-five percent (25%) is not possible in any particular fiscal year, the City Comptroller shall develop a strategy and recommend to the City Council to restore the fund balance to the minimum level in some other reasonable period of time.

VI. ANNUAL REVIEW & AMENDMENTS

On an annual basis, or as deemed necessary, the City Council shall review this Policy and shall approve any revisions by formal resolution.

ADOPTED:



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 -1538

Agenda Date: 8/13/2025

Agenda #: 29.

City Council:

AN ORDINANCE AUTHORIZING THE ADOPTION OF A DEBT MANAGEMENT POLICY FOR THE CITY OF MOUNT VERNON

Whereas, by correspondence dated July 21, 2025, the Comptroller has formally requested that the City of Mount Vernon adopt the attached Debt Management Policy, marked as *Exhibit A* and incorporated herein by reference as if fully set forth at length; and

Whereas, the City of Mount Vernon recognizes the importance of maintaining sound financial management practices and the prudent use of debt as a strategic tool for financing capital improvements; and

Whereas, the Comptroller has submitted a proposed Debt Management Policy (the “Policy”) to the City Council to ensure that the City’s debt issuance and management practices align with municipal finance best practices; and

Whereas, the Policy is designed to support the City’s commitment to earning and maintaining the highest possible credit rating, while providing sufficient flexibility to meet current and future capital needs and ensure the sustainable delivery of public services; and

Whereas, the Council finds it necessary and in the best interest of the City and its residents to formally adopt the attached Debt Management Policy and repeal any previous Debt Management policies that are inconsistent with or superseded by this Policy; **Now, Therefore, Be It Resolved That**

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

Section 1. Adoption of Debt Management Policy. The City Council hereby adopts the attached Debt Management Policy, marked as *Exhibit A* and incorporated herein by reference as if fully set forth at length.

Section 2. Repeal of Prior Policies. All prior ordinances, resolutions, or policies relating to debt management that are inconsistent with or superseded by the newly adopted Debt Management Policy are hereby repealed.

Section 3. Implementation. The Comptroller and all relevant City officers and departments are hereby authorized and directed to take all necessary steps to implement and adhere to the provisions of the adopted Debt Management Policy.

Section 4. Effective Date. This Ordinance shall take effect immediately upon approval and adoption by the City Council and following applicable laws of the State of New York.



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

July 21, 2025

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

RE: COMP2025-11 – Proposed Debt Management Policy

Honorable City Council Members:

I write to respectfully request that the Mount Vernon City Council (“the Council”) enact legislation adopting the attached proposed Debt Management Policy for the City of Mount Vernon.

The purpose of this Debt Management Policy (the “Policy”) is to position the City’s debt plan amongst the best practices in municipal finance, as well as to underscore the City’s commitment to earn and maintain the highest credit rating possible while appropriately allocating its resources to the programs and services provided by the City.

Long-term debt is a strategic tool for financing capital improvements, allowing the City to align the repayment period with the useful life of the asset being acquired. When managed responsibly, debt financing enhances the City of Mount Vernon's flexibility in both current and future operating budgets while enabling the acquisition of essential long-term assets necessary to maintain and improve public services. As Comptroller, I believe it is critical to establish a comprehensive policy that outlines the responsible use of capital and capital debt to ensure sustainable investment in infrastructure and continued service delivery to our residents.

The attached document provides a comprehensive policy I would ask your honorable body adopt this policy and repeal all previous Debt Management policies, if applicable.

Thanking you in advance for your assistance in this matter.

Respectfully,

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

cc: Mayor Shawyn Patterson-Howard
Corporation Counsel
File

Debt Management Policy

City of Mount Vernon New York



City Council

Danielle Browne, Esq., President

Jaevon Boxhill

Edward Poteat

Cathlin B. Gleason

Derrick Thompson

Mayor

Shawyn Patterson-Howard

City Comptroller

Dr. Darren M. Morton

TABLE OF CONTENTS

I.	SCOPE	1
II.	PURPOSE	1
III.	OUTSTANDING AND MATURING OBLIGATIONS	1
IV.	SHORT-TERM OPERATIONAL BORROWINGS	1
V.	PERIOD OF PROBABLE USEFULNESS.....	1
VI.	METHODS OF DEBT STRUCTURING	2
VII.	METHOD OF SALE	3
VIII.	TYPES OF DEBT	3
IX.	DEBT LIMIT	4
X.	INVESTMENT OF DEBT PROCEEDS	4
XI.	TIMELY REPAYMENT OF DEBT OBLIGATIONS	4
XII.	REFUNDING OF OUTSTANDING LONG-TERM DEBT OBLIGATIONS	5
XIII.	CREDIT RATING STRATEGIES	5
XIV.	ARBITRAGE REBATE COMPLIANCE.....	5
XV.	CONTINUING DISCLOSURE REQUIREMENTS.....	5
XVI.	ANNUAL REVIEW & AMENDMENTS	5

I. SCOPE

Long-term debt is an effective way to finance capital improvements by matching the term of the debt with the useful life of the asset being financed. Properly managed debt provides flexibility in current and future operating budgets and provides the City of Mount Vernon ("City") with the long-term assets required to deliver services or other resources to the public. The City recognizes that effective debt management practices require a comprehensive Debt Management Policy ("Policy") that details the use of capital and capital debt to support the services provided to its residents.

II. PURPOSE

The Policy is adopted by the City Council upon the recommendation of the Mayor, City Comptroller and the City's Municipal Advisor. It seeks to position the City's debt plan amongst the best practices in municipal finance, as well as to underscore the City's commitment to earn and maintain the highest credit rating possible while appropriately allocating its resources to the programs and services provided by the City.

III. OUTSTANDING AND MATURING OBLIGATIONS

Nothing in this Policy shall be deemed to affect or impair any outstanding obligations of the City or any obligations issued to renew such outstanding obligations. Failure to comply with any goal or limit established by this Policy shall not of itself be deemed to invalidate any obligations.

IV. SHORT-TERM OPERATIONAL BORROWINGS

The City is authorized under the New York State Local Finance Law ("LFL") to borrow in anticipation of the receipt of taxes or other forms of revenue (primarily in the form of State or Federal aid). Such borrowings take the form of short-term notes and provide working capital to balance timing differences between revenue and expenditures. Short-term operational borrowings include tax anticipation notes, revenue anticipation notes, budget notes and deficiency notes. Generally, tax anticipation notes shall be fully paid on or before December 31st of each year. Revenue anticipation notes shall be paid in accordance with limitations imposed under the LFL.

The City shall not use its short-term borrowings to finance operating needs, except in the case of financial necessity, as determined by the City Comptroller, with approval by the Mayor and City Council.

V. PERIOD OF PROBABLE USEFULNESS

The LFL assigns a period of probable usefulness ("PPU") to each capital purpose that can be financed. The PPU establishes the maximum period of time over which assets may be financed.

The City Comptroller shall ensure that the final maturity date for any long-term debt will not exceed the expected life of the capital improvement so financed, however, for indebtedness contracted for any two or more objects or purposes, for which the PPU's are not all the same, such indebtedness may be contracted for a period no longer than the weighted average period of probable usefulness of the objects or purposes being financed.

VI. METHODS OF DEBT STRUCTURING

The LFL permits bonds to be amortized using the "50 Percent Rule" or a "level" or "declining" debt structure.

Definitions.

The 50% Rule: Under the "50% Rule" no annual principal payment on bonds may be more than 50% larger than the smallest, prior principal payment.

Level Debt Structure. In a "level" debt structure, annual principal and interest payments remain substantially level for the term of the debt.

Declining Debt Structure. In a "declining debt" structure, principal and interest payments decline from year to year over the term of the debt.

Municipal Lease. A "municipal lease" is a financing method in which a municipal jurisdiction acquires equipment or facilities through a lease agreement, with the intent of eventual ownership, and where the interest income is exempt from federal income taxes.

The determination of whether annual debt service is substantially level or declining shall not take into account the first twelve months after the debt's issuance to the extent that no provision is made for the payment of principal during such period. For substantially level or declining annual debt service, the aggregate amount of debt service in each year shall not exceed the lowest aggregate debt service in any prior year by more than the greater of 5% or ten thousand (\$10,000) dollars.

Under any debt structure, debt must begin amortizing no later than 24 months from the issue date of the bonds or, if the bonds are issued to take out bond anticipation notes, no later than 24 months from the issue date of the bond anticipation notes. However, refunding bonds are required to begin amortization either by the first maturity of the refunded bonds or 24 months from the issue date of the refunding bonds, whichever is the earliest.

The City shall select the amortization method that produces debt service payments compatible with the City's needs and ability to repay its existing and forecasted debt obligations. The City Comptroller shall confer with the City's Municipal Advisor and/or Bond Counsel relating to the structuring of debt obligations.

When appropriate, by recommendation of the City Comptroller, the City may use lease financing or other alternative types of financing as permitted by the LFL.

VII. METHOD OF SALE

The City Comptroller shall confer with the City's Municipal Advisor and/or Bond Counsel to determine the most appropriate method of sale based upon various issuance specific factors.

Definitions.

Competitive Sale: This sale process includes the advertising of the debt issuance with the sale date, time and place where sealed bids will be taken. The bids are then evaluated and the issuance is awarded to the bidder providing the lowest interest cost.

Negotiated Sale. In negotiated sale, the issuer selects a qualified underwriter, or team of underwriters. The underwriter(s) then offers to sell the issuer's debt to investors at an interest rate scale agreed to between the issuer and the underwriter prior to the day of pricing. The underwriter(s) will purchase any unsold bonds from the issuer at a price that will both produce the lowest interest cost to the issuer while selling the balance of the bonds to investors.

If a negotiated sale process is deemed appropriate, the underwriter(s) shall be selected through a competitive, Request for Proposals ("RFP") process. The City Comptroller may request the City's Municipal Advisor and/or Bond Counsel to assist in this process, analyze proposals received and provide recommendations with respect to the selection.

Participation in State and Federal Loan Programs. When determined appropriate, the City may issue debt obligations in conjunction with loans made pursuant to State and Federal programs, e.g., the State programs for providing funding of eligible drinking water and water quality projects and managed by the New York State Environmental Facilities Corporation.

VIII. TYPES OF DEBT

Tax-Exempt Bonds: The City aims to finance its capital program on a tax-exempt basis to the extent permitted by the LFL and federal tax laws and regulations, and has post-issuance compliance procedures to ensure compliance with such laws and regulations to maintain the tax-exempt status of its bonds.

Taxable Bonds: For certain capital purposes not eligible for tax-exempt financing, the City may issue taxable bonds. Taxable bonds may be structured to mature earlier than permitted by state law, depending on market conditions and the impact on overall debt service of a given bond issue. The City may also issue taxable bonds for refunding purposes if it deems them in the City's interest, as approved by City Comptroller and City Council.

Optional Redemption: The City typically sells bonds with a par call date no later than eight (8) years from the date of issuance, with bonds maturing beyond the call date being subject to the par call option. However, the City may consider alternative structures after assessing the costs and benefits of such structure and market conditions at the time of issuance, and determining such issuance is in the best interest of the City, in consultation with the City's Municipal Advisor.

IX. DEBT LIMIT

Pursuant to the State Constitution, the total amount of the City's outstanding debt may not exceed seven per centum (7%) of the five-year average taxable full valuation of real property assessments in the City. This is the Constitutional Debt Limit ("CDL"). The City's water debt, budgetary appropriations, and operational financings are excluded from the calculation of the debt limit. Self-supporting debt, including sewer debt, paid from non-real property tax revenue may also be excluded in full or part if authorized by the New York Office of the State Comptroller. If applicable, the City Comptroller should apply for all self-supporting debt exclusions in order to maintain sufficient debt capacity.

The City Comptroller shall ensure that the net general obligation debt of the City will not exceed the City's Constitutional Debt Limit.

X. INVESTMENT OF DEBT PROCEEDS

The City Comptroller shall invest proceeds of obligations in accordance with the City's Investment Policy, adopted in accordance with Section 39 of the General Municipal Law, Section 11 of the General Municipal Law, and in accordance with applicable Federal tax requirements. New York State law permits the City to co-mingle debt proceeds with operating monies under a pooled investment program. However, for disbursement purposes, debt proceeds are required to be deposited in one or more demand accounts separate from other funds of the City. Accounting records shall be maintained to ensure that debt proceeds are spent for the purpose(s) for which they are authorized.

XI. TIMELY REPAYMENT OF DEBT OBLIGATIONS

The City must be certain that debt payments are made timely and in full, without impairing its cash flow and subsequently its ability to provide essential governmental services. The State Constitution requires that principal payments on outstanding debt be budgeted annually. Accordingly, the City Comptroller shall monitor the City's cash flow position and annual operating budget to ensure the full and timely repayment of all debt principal and interest due in each fiscal year.

XII. REFUNDING OF OUTSTANDING LONG-TERM DEBT OBLIGATIONS

The City Comptroller, with the assistance of the City's Municipal Advisor, shall periodically review the City's outstanding, long-term debt to identify opportunities to refinance (refund) its debt. Consistent with LFL §90, refunding bonds shall be issued only if they produce present value savings. If a refunding opportunity is identified, the City Comptroller shall work in conjunction with the City's Municipal Advisor to determine if the potential benefits of the refunding outweigh the risks or costs of delaying the refunding.

XIII. CREDIT RATING STRATEGIES

The City's credit rating has a significant impact on its ability to access the capital markets, the issuance costs associated with a debt sale, and the interest rate that is obtained on its debt obligations. As such, the City is committed to maintaining a credit rating strategy. However, the rating strategy must not compromise the delivery of basic services to City residents. The City Comptroller will be responsible for maintaining relationships with rating agencies assigning ratings to the City's debt. The City Comptroller will confer with the City's Municipal Advisor regarding rating agency methodologies and the City's credit rating strategy. Changes to current methodologies could impact future fiscal decisions.

XIV. ARBITRAGE REBATE COMPLIANCE

The City shall retain an arbitrage rebate consultant, selected pursuant to an RFP process, to perform calculations that may be required to comply with the arbitrage rebate compliance requirements set forth in the Internal Revenue Code of 1986, as amended.

XV. CONTINUING DISCLOSURE REQUIREMENTS

The City Comptroller shall work in conjunction with the City's Municipal Advisor in order to ensure compliance with secondary market information and disclosures timely made on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") website pursuant to Rule 15-2c-12 of the Securities Exchange Act of 1934.

XVI. ANNUAL REVIEW & AMENDMENTS

On an annual basis, or as deemed necessary, the City Council shall review this Policy and shall approve policy revisions, if any, by formal resolution.

ADOPTED:



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 -1539

Agenda Date: 8/13/2025

Agenda #: 30.

City Council:

AN ORDINANCE AUTHORIZING ATTENDANCE AT THE NYCOM FALL 2025 TRAINING SCHOOL

Whereas, by correspondence dated July 22, 2025, the Comptroller has formally requested authorization to attend the 2025 NYCOM Fall Training School from September 15 through September 19, 2025, in Lake Placid, New York;

Whereas, the City Comptroller's Office has identified the 2025 NYCOM Fall Training School, scheduled for September 15 - 19, 2025, in Lake Placid, New York, as an important professional development opportunity; and

Whereas, Darren Morton has requested authorization to attend said Training School to participate in workshops essential to the City's fiscal status and future planning goals; and

Whereas, Darren Morton also serves on the Board of the New York State Society of Municipal Finance Officers as the designated cities representative, and such participation benefits the City of Mount Vernon; and

Whereas, the total cost for attendance, including the conference fee, hotel accommodations, and ground transportation, shall not exceed Two Thousand Dollars (\$2,000.00), which shall be charged to 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. Darren Morton is hereby authorized to attend the 2025 NYCOM Fall Training School from September 15 through September 19, 2025, in Lake Placid, New York.

Section 2. Funding. The total expenses for registration, lodging, and ground transportation shall not exceed Two Thousand Dollars (\$2,000.00) and shall be paid from appropriation codes A1315.402 (Travel) and A1315.417 (Education/Training).

Section 3. Effective Date. This Ordinance shall take effect immediately upon 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

July 22, 2025

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

Re: NYCOM Fall 2025 Training School
Referral # COMP2025-12

Dear Honorable Members:

This letter comes as a formal request for Darren Morton to attend the 2025 NYCOM Fall Training School from September 15 – 19, 2025 in Lake Placid, NY. There are several relevant workshops essential to our current fiscal status and planning goals. In addition, I serve on the Board of the New York State Society of Municipal Finance Officers, as the designated cities representative.

The conference fee is \$570 per person, plus hotel fee and ground transportation. The host hotel fees are \$220/per night, including breakfast. Funds to attend the training will be provided through appropriation code A1315.402 Travel and A1315.417 Education/Training and will not exceed \$2000.00.

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

2025 Fall Training School Conference

September 15, 2025 - September 19, 2025

[→ REGISTER](#)

Featured Event

Dates

Monday, September 15, 2025 - 8:30 AM

Friday, September 19, 2025 - 9:00 AM

Early Registration Discount Deadline

Friday, August 22, 2025

Online Registration Deadline

Friday, September 12, 2025

Location

Conference Center at Lake Placid

2608 Main Street

Lake Placid, NY 12946

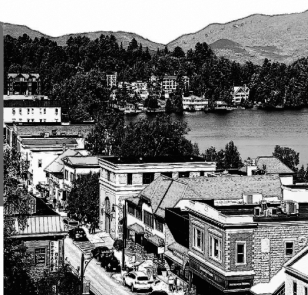
Details

[Hotel](#)

FALL TRAINING SCHOOL FOR CITY & VILLAGE OFFICIALS

LAKE

SEPTEMBER 15-19, 2025



PLACID

CONFERENCE CENTER AT LAKE PLACID

GENERAL INFORMATION [TENTATIVE AGENDA](#)

This year the NYCOM Fall Training School will take place at the Conference Center at Lake Placid (2608 Main Street). Sessions and all meals except breakfast (which is at your host conference hotel) will be held at the Conference Center. Accommodations for municipal officials will be at the Golden Arrow Lakeside Resort, the Grand Adirondack Hotel, the Hampton Inn Lake Placid and the Crown Plaza Lake Placid.

FULL CONFERENCE REGISTRATION RATE: \$570

CONFERENCE REGISTRATION INCLUDES:

- Tuesday, Wednesday and Thursday LUNCH
- Monday Welcome DINNER
- Monday and Tuesday Hospitality

- Thursday Reception
- Conference Materials
- Participation in All Training Sessions and Tradeshow Breaks

CONFERENCE DINNER OPTIONS:

WEDNESDAY THEME DINNER: \$120

THURSDAY BANQUET DINNER: \$75

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: \$420** (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: \$65
 - Tuesday Lunch: \$50
 - Wednesday Lunch and Theme Dinner: \$170
 - Thursday Lunch, Reception and Banquet Dinner: \$140

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

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 5, 2025**. For cancellations **AFTER September 5th 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

The Conference of Mayors makes every effort to plan meetings that are accessible to the disabled. NYCOM requests advance notice from 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 **"NOLA: New Orleans."**

AUTHORITY TO ATTEND

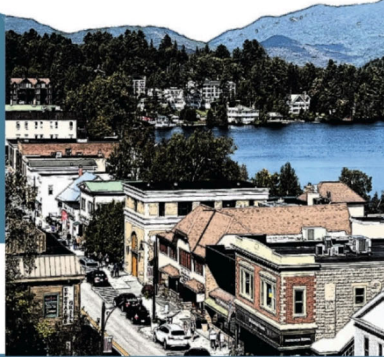
Local official attendance at this training event is permitted by General Municipal Law § 77-b(2), which permits a city or village to authorize attendance by "any of its members or any officer or employee ... or other person who has been elected pursuant to law to a public office of a municipality for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

NYCOM Novelists Book Club Reads for 2025: The Measure, by Nikki Erlick and Last Twilight in Paris, by Pam Jenoff



FALL TRAINING SCHOOL FOR CITY & VILLAGE OFFICIALS

LAKE



PLACID

SEPTEMBER 15-19, 2025

CONFERENCE CENTER AT LAKE PLACID

Fall Training School Tentative Agenda

* 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 15

11:00 a.m.

NYCOM Registration Desk Opens

1:00 p.m.

First-Time Attendee Orientation

2:00 p.m.

CONCURRENT SESSIONS

- Municipal Finance Fundamentals + #
- Understanding and Issuing Vital Records
- An Introduction to the Structure of New York's City and Village Governments: Local Government 101
* + #
- Women's Advisory Committee and Peer Mentoring

3:30 p.m.

CONCURRENT SESSIONS

- Overview of Governmental Accounting +
- The Fundamentals of Debt Issuance *+ #
- The Official Year: Local Government 102 *+

7:00 p.m.

Welcome Reception-Style Dinner

Tuesday, September 16

7:00 a.m.

Breakfast at Your Host Hotel

8:00 a.m.

Coffee with the NYCOM Staff

9:00 a.m.

CONCURRENT SESSIONS

- Fraud Prevention and Detection +
- OSC IT Audit Findings +
- How to Effectively and Efficiently Respond to FOIL Requests for Municipal Records *#
- Civil Service *#
- Albany Update +

10:45 a.m.

CONCURRENT SESSIONS

- Using Financial Reports to Analyze Financial Conditions +
- Duties and Responsibilities of the Chief Fiscal Officer +
- What Everyone Needs to Know About New York's Open Meetings Law *#
- Employee Handbooks *
- Understanding How Libraries are Structured and Operate +
- From Permits to Protection: Insurance Strategies for Special Events

12:00 p.m.

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

1:30 p.m.

CONCURRENT SESSIONS

- Improving Claims Processing +
- State Funding for Cities and Villages + #
- Municipal Clerks' Seminar
- Competitive Bidding: Part 1 *+ #
- Strategies and Best Practices for Worker Safety

3:15 p.m.

CONCURRENT SESSIONS

- Establishing and Accounting for Reserves +
- The Challenges of Recruiting and Retaining Staff
- The Fundamentals of New York's Records Management Laws #
- A Local Officials Primer on the First Amendment *#
- Competitive Bidding: Part 2 *#

Evening

Dining Downtown on Your Own

Wednesday, September 17

7:00 a.m.

Breakfast at Your Host Hotel

8:00 a.m.

Tea with Your OSC

9:00 a.m.

CONCURRENT SESSIONS

- City and Village Audit Findings +
- Managing Cash Flow +
- Clerk's Responsibilities: An Organized Panel Discussion *
- Labor Relations Update *#
- Enacting Local Laws and Conducting Referenda *+

10:45 a.m.

CONCURRENT SESSIONS

- Accounting for Capital Projects +
- Adopting Fund Balance Policies +
- Required Reporting to OSC +
- Adopting Municipal Policies and Procedures *+ #
- Employee Discipline *
- Games of Chance: Local Government's Role in Charitable Gaming +

12:00 p.m.

Lunch

1:00 p.m.

CONCURRENT SESSIONS

- Developing a Structurally Balanced Budget + #
- Retirement Readiness: Planning Your Next Chapter +
- Notary Exam: *Find link to the study guide under 'Resources'*
- Water and Sewer Administration *+
- Streets and Sidewalks: The Clear and Not So Clear Law Governing Local Government's Most Ubiquitous Infrastructure *
- Spies, Espionage, and The Cyber Threat Actors

7:00 p.m.

"NOLA-New Orleans" Theme Party and Dinner

Thursday, September 18

7:00 a.m.

Breakfast at Your Host Hotel

9:00 a.m.

CONCURRENT SESSIONS

- Multi-Year Planning with Tools +
- OSC Annual Financial Report +
- The Do's and Absolute Don'ts of Taking Minutes & Running Meetings *+
- Ethics for Municipal Officials *+
- Social Media Strategies That Work
- Human Resources and Onboarding *

10:45 a.m.

CONCURRENT SESSIONS

- Accounting and Reporting GASB Update +
- Real Property Tax Primer *+
- Understanding and Embracing AI #
- Planning and Zoning for People Who Don't Plan or Zone *
- Gifts and Loans *+

12:00 p.m.

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

1:30 p.m.

CONCURRENT SESSIONS

- Municipal Finance Officers's Seminar
- Retirement System Update +
- What Every Local Official Needs to Know About the NEW Municipal Website Requirement *
- Applying for and Administering Grants +

3:00 p.m.

PLENARY

- Boot Camp!

6:00 p.m.

Reception

7:00 p.m.

Annual Banquet and Awards Dinner

Friday, September 19

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

Updated 7/8/25



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 -1559

Agenda Date: 8/13/2025

Agenda #: 31.

City Council:

AN ORDINANCE AUTHORIZING THE ADOPTION OF A TRAVEL AND EXPENSE POLICY FOR THE CITY OF MOUNT VERNON

Whereas, in correspondence dated August 5, 2025, the Comptroller formally requested authorization for the City Council to adopt the City of Mount Vernon Travel and Expense Policy, attached hereto as Exhibit A, as the official policy governing the incurrence, approval, reimbursement, and documentation of travel and related expenses for all City officials, employees, and authorized individuals; and

Whereas, Section 91 of the Mount Vernon City Charter entrusts the City Comptroller with the supervision of the City's financial affairs, including the authority to establish rules, regulations, and practices for the organization and regulation of fiscal operations; and

Whereas, the Comptroller is further authorized to define the financial responsibilities and authority of City staff and elected officials to ensure sound financial management and operational accountability; and

Whereas, the City recognizes that elected and appointed officials, employees, volunteers, board members, commissioners, and at times, members of the public, may incur reasonable and necessary expenses while conducting official City business; and

Whereas, the establishment of a comprehensive Travel and Expense Policy will serve to standardize procedures, ensure compliance with applicable laws, support efficient use of City resources, and enhance transparency and accountability in the management of travel-related expenses; and

Whereas, the proposed Travel and Expense Policy provides clear guidance regarding the authorization and approval of travel, reimbursement procedures, advances, required documentation, and applicability to all City-affiliated individuals; and

Whereas, it is in the best interest of the City to adopt a uniform and enforceable policy that reflects best practices in public sector financial administration; **Now, Therefore, Be It Resolved That**

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

Section 1. Policy Adoption. The City Council hereby adopts the City of Mount Vernon Travel and Expense Policy, attached hereto as Exhibit A, as the official policy governing the incurrence, approval, reimbursement, and documentation of travel and related expenses for all City officials, employees, and authorized individuals.

Section 2. Applicability. This policy shall apply to:

- Elected and appointed officials;
- All full-time and part-time City employees;
- Members of boards, commissions, and advisory committees;
- Volunteers and other individuals authorized to incur expenses while conducting official City business.

Section 3. Authority and Oversight. Pursuant to Section 91 of the City Charter:

- The Comptroller shall have the authority to implement, monitor, and enforce the Travel and Expense Policy.
- The Comptroller may issue supplemental procedures, forms, and clarifications consistent with the adopted policy.

Section 4. Reimbursement and Advances. All reimbursements and advances under this policy shall be subject to:

- Prior written authorization;
- Submission of required documentation;
- Review for compliance with policy terms;
- Availability of budgeted funds.

Section 5. Amendments. This policy may be amended from time to time by ordinance of the City Council upon recommendation by the Comptroller or other authorized official, to reflect changes in law, best practices, or operational needs.**Section 6. Severability.** If any section, clause, or provision of this Ordinance or the attached policy is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining provisions.**Section 7. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council and subsequent approval by the Board of Estimate and 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 5, 2025

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

Re: Travel and Expense Policy
Referral # COMP2025-13

Dear Honorable Members:

Pursuant to Section 91 of the Mount Vernon City Charter, the Comptroller is entrusted with the supervision of the City's financial affairs and is authorized to establish rules, regulations, and general practices for organizing and regulating fiscal operations. This includes the authority to define the financial responsibilities and authority of City staff and elected officials.

In alignment with this responsibility, I respectfully request that the Mount Vernon City Council ("the Council") enact legislation adopting the attached Travel and Expense Policy for the City of Mount Vernon.

This proposed policy is intended to standardize and enhance the City's procedures for managing travel-related activities. City officials, whether elected or appointed official, employees, volunteers, board members, commissioners, and, at times, members of the public, may incur reasonable and necessary expenses in the course of conducting official City business. These expenses may relate to travel, education, training, or other authorized activities.

To ensure compliance with municipal finance regulations, applicable laws, sound accounting practices, and to support the efficient administration of City resources, it is essential to establish clear procedures, limitations, and safeguards. This policy provides the framework for the reimbursement or direct payment of such expenses in a consistent and transparent manner.

Accordingly, the attached legislation outlines updated and comprehensive guidance on:

- Authorization and approval of travel;
- Reimbursement procedures;
- Expense advances;
- Documentation and reporting requirements;
- Application of these procedures to all City-affiliated individuals, including non-employees engaged in City business.

It is both necessary and appropriate to periodically review and revise City policies to reflect best practices and ensure financial integrity. I appreciate your thoughtful consideration of this proposed legislation and look forward to your support in adopting a policy that promotes accountability, transparency, and operational consistency.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Dr. Morton', with a stylized flourish at the end.

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

cc: Mayor
Law Department

Travel and Expense Policy

City of Mount Vernon New York



City Council

Danielle Browne, Esq., President

Jaevon Boxhill

Edward Poteat

Cathlin B. Gleason

Derrick Thompson

Mayor

Shawyn Patterson-Howard

City Comptroller

Dr. Darren M. Morton

Table of Contents

Purpose of the Travel Policy	2
Section 1. Authorization for Travel, Education, Training, and Acquisition of Certain Materials and Services – All Elected Officials.....	2
Section 2. Authorization for Travel, Education, Training, and Acquisition of Certain Materials and Services – City Employees, Members of Boards and Commissions, Volunteer Members of the Public, and Other Non-Employees.	3
Section 3. Procedures and Standards for Travel Reimbursement Requests and for Travel Advances – Applies to All Elected Officials, Employees, Volunteers and other Non- Employees.....	4

Purpose of the Travel Policy

The purpose of this Travel Policy is to provide clear guidance to City agencies, employees, board and commission members, elected officials, and volunteer members of the public regarding the City of Mount Vernon’s rules and procedures for official travel. It outlines the standards for reimbursement of expenses incurred while conducting official City business.

Pursuant to Section 91a of the City Charter, and consistent with the provisions of this policy, the Comptroller is authorized to establish rules and regulations governing the reimbursement of travel expenses deemed necessary and in the best interest of the City. Reimbursement will be made only for actual, reasonable, and necessary expenses directly related to official City business.

Travel Reimbursement Process

All travel-related reimbursements are processed through the Finance Department’s Accounts Payable (AP) process upon submission of a Payment Voucher, duly approved by the appropriate Department Head, designee, or other authorized official.

In addition to this approval, all travel expenses must be independently reviewed and certified by the traveler, affirming that the expenses were reasonable, necessary, and incurred on behalf of the City.

For travel expenses incurred by a Department Head, the certification must be performed by either the Mayor, the Comptroller, or their authorized designee, provided the reviewer is fully familiar with the City's travel policy.

Section 1. Authorization for Travel, Education, Training, and Acquisition of Certain Materials and Services – All Elected Officials.

A. Approval and Budget Limitations for Travel, Education, and Training by Elected Officials

All travel, education, or training expenses incurred by elected officials exceeding \$500, travel

outside New York State must receive prior approval from both the City Council and the Board of Estimates and Contracts. Approval must be sought through the submission of a Referral Letter, which must include a clear statement of the trip's purpose, its anticipated benefits to the City, personnel attending and a detailed estimate of all associated costs. These expenditures must not exceed the amount allocated in the respective department's annual budget for travel, education, and training. If additional funds are required, a formal request for a budget transfer must be submitted and approved by both bodies. All other city-related travel expenses must adhere to the approved accounts payable policies and procedures.

Furthermore, from the date of a municipal general election in which an elected official appears on the ballot and is not re-elected, through December 31st of that year, the official shall not engage in or incur any expenses for travel, education, or training unless such activity is explicitly authorized in advance by both the City Council and the Board of Estimates and Contracts.

B. Reservation Guidelines and Reimbursement Limits

Elected officials are strongly encouraged to make travel and lodging arrangements early to secure the lowest available rates, including early bird or discounted conference rates. All transportation and accommodation bookings must utilize the most economical options available, such as coach-class airfare, government or conference hotel rates, and single occupancy lodging.

If an elected official makes arrangements independently rather than through the City and the cost exceeds what the City could have obtained, the excess amount will not be reimbursed unless approved by a simple majority vote of both the City Council and the Board of Estimates and Contracts.

C. Ownership of Materials and Services Purchased at City Expense

All materials and services acquired by elected officials at City expense and charged to their travel, education, or training budgets shall become the property of the City, subject to the availability of departmental funds. This includes:

1. Books, periodicals, audio/video recordings, software, published papers, or reports with a value exceeding \$100 per item;
2. Professional services such as research, legal consultation, or work by contract employees or consultants.

D. Reimbursement Procedures

Elected officials must comply with the procedures outlined in Section 3 of this policy regarding the submission of travel reimbursement claims, the issuance of travel advances, and the direct payment of education or training expenses.

Section 2. Authorization for Travel, Education, Training, and Acquisition of Certain Materials and Services – City Employees, Members of Boards and Commissions, Volunteer Members of the Public, and Other Non-Employees.

A. Request for Training and Travel Authorization

Any request involving expenses exceeding \$500, travel beyond a 35-mile radius from the City of Mount Vernon, out-of-state travel, or the use of a City vehicle must be accompanied by supporting documentation and receive prior approval from both the City Council and the

Board of Estimates and Contracts. All other city-related travel expenses must adhere to the approved accounts payable policies and procedures.

Prior to approval by the City Council and Board of Estimates and Contracts, a Request for Training and Travel form, detailing the purpose of the trip, its anticipated benefits to the City, conference/training agenda, the personnel attending, and a comprehensive estimate of all associated costs must be submitted and approved by the Department Head or their designee before the scheduled departure date.

When a Request for Travel includes multiple attendees, it must also include a written explanation justifying the need for each additional participant.

B. Travel Arrangements: Transportation, Accommodations, and Registration

1. Transportation, lodging, and conference registration should be coordinated in advance by a designated staff member and, whenever possible, billed directly to the City.
2. All travel arrangements must reflect the most economical options available. This includes coach-class airfare, applicable special discounts or conference rates, and single occupancy accommodations at government rates. If government rates are unavailable at the selected lodging facility, the Department Head must approve any alternate rate prior to booking.
3. In situations where there is an emergency or a limited timeframe to complete the approval process in order to secure lower costs, and sufficient funds are available in the relevant departmental budget, the Comptroller may authorize payment for registration and transportation costs (such as airfare or train fare). Such expenditures must be subsequently ratified by the City Council and the Board of Estimates and Contracts.

C. Reimbursement Procedures and Travel Advances

All travel reimbursements, advance payments, and direct payments related to education and training, and subject to the provisions of this section, must follow the procedures, standards, and guidelines outlined in Section 3 of this policy.

Section 3. Procedures and Standards for Travel Reimbursement Requests and for Travel Advances – Applies to All Elected Officials, Employees, Volunteers and other Non- Employees.

This section applies to all elected city officials, employees, members of boards and commissions, volunteer members of the public, and other non-employees. The processing, approval, and payment of each expense in a travel reimbursement claim, or a travel advance request, shall be done in compliance with this section. In order to qualify for reimbursement, each expense must be reasonable and prudent under the circumstances and directly related to the conduct of city business, or a service or substantial benefit provided for the City. Care must be taken to avoid unnecessary or excessive expenses.

It shall be the responsibility of the Comptroller or his/her designee to ensure that these policies are uniformly applied, and to provide the forms, instructions, and training, necessary for implementation.

Exceptions to this section may be made only for unusual or extenuating circumstances and upon

the written approval of the Comptroller that:

- (a) The expenses to be reimbursed are reasonable under the circumstances that occurred; and
 - (b) That such expenses reasonably relate to the conduct of city business, or provide a service or substantial benefit received by the City; and
 - (c) That compliance with this section was not feasible.
- A. Travel and Reimbursement Voucher. All reimbursement claims must accompany the approved legislation, and Travel and Reimbursement Voucher, which include departmental information, description of the authorized travel, detailed expenditures, and Certification of Travel Expense Report.
- B. Documentation for All Claims. Claims for reimbursement shall be paid if accompanied by a bona fide vendor's receipt and consistent with the following policies. Such receipts must show the date, a description of the purchase, vendor identification, and amount paid. Credit card receipts are acceptable if they meet the information requirements above. Other specific rules for the documentation of a reimbursement are included below.
- C. Meals – Travel Related - Per Diem Rate. Meals shall be reimbursed at the per diem rate for Mount Vernon/Westchester County per the US General Services Administration (GSA) in effect during the date(s) of travel. The per diem rate includes the costs of tax and gratuity. No receipts are required for daily meal per diem.
- D. Meals – Not Travel Related – Reimbursement or Direct Payment for Actual Meal Costs, or Direct payment for the Provision of Food on Certain Occasions. Reimbursement, or direct payment, for meals, or direct payment for the provision of food on certain occasions, for Elected Officials, board members, commissioners/department heads, volunteers, members of the public, non-employees, and staff conducting formal city business at meetings, events, or other activities, during meal times is specifically authorized if the following requirements are met:
- 1. The purpose of the meeting is to conduct official city business or to provide training to city employees or city officials; AND
 - 2. The meals are an integral part of the business meeting or training session. AND
 - 3. The meeting or training is a special situation or occasion outside of the normal daily business of city employees. City funds may not be used to provide meals for staff parties, routine staff meetings, routine departmental meetings, or any event deemed to be social in nature.

Expenses for meals or food where city business is conducted and that could otherwise reasonably occur during non-meal periods, are not eligible for reimbursement. Meal reimbursement, not related to travel or otherwise authorized in a Collective Bargaining Agreement, for city staff must be approved in advance by the Department Head in accordance with this policy.

Under no circumstances may alcohol be provided at city expense.

- E. Whenever a situation arises under subsections B or C above, where a meal(s) is included in a registration or conference fee, or where direct payment from the city or any third party is used for food during the conduct of city business, and the person requesting reimbursement or submitting a travel advance claim actually attends that meal, then the per diem rate for that day shall be reduced to reflect such a meal(s). The per diem rate shall follow the GSA per diem rate for Mount Vernon/Westchester County in effect at the time of travel.
- F. Travel Related Expenses Authorized. Reimbursement for the reasonable costs of business travel is acceptable. In determining the “reasonableness” of an expense the following general guidelines shall apply:
1. City Vehicle. Out of the area costs of vehicle operation are acceptable, such as gas. Any other vehicle-related expenditures such as oil, tires or other repairs must be preapproved by the Commissioner of Public Works or his/her designee.
 2. Personal Vehicle Mileage Expense and Limitation.
 - a. Mileage expenses shall be reimbursed for travel within a 300-mile radius of the City, at the current mileage rate per GSA in effect at the time of travel. The point of origin shall be city hall (or other place of city employment) or home, whichever is shorter under the circumstances. Mileage will be paid only for such point to point travel and only for necessary travel between city business activities, and not for personal local trips, at the travel destination.
 - b. Trips beyond a 300 mile radius shall be reimbursed in an amount equal to the appropriate round trip coach air fare to the destination (plus travel to/from airport, parking fees and other necessary expenses associated with air travel), based upon the date and approximate time of departure.
 - c. The Comptroller or his/her designee shall approve computations necessary to comply with this section.
 3. Rental Vehicle. The cost of vehicle rental will be handled on an exception basis and must be approved in advance as part of the official approval or by the Comptroller or his/her designee, if the expense does not exceed the total approved travel budget. Only business miles are reimbursable. If the vehicle was used for non-business purposes, the cost of the rental shall be pro-rated accordingly.
 4. Air Travel. Advance tickets should be purchased using City of Mount Vernon Credit/Purchasing Cards. Where it is not feasible to follow that procedure, as determined by the Comptroller or designee, direct reimbursement of incurred expenses is authorized.
 5. Airport Delivery/Pick-up Mileage or Parking Expenses. Round trip mileage to the airport will be reimbursed provided the cost of mileage based on the current GSA rate is less expense than parking or alternate transportation.
 6. Other Travel Expenses. Miscellaneous travel expenses such as bus, taxi, bridge or

other tolls, parking, ferry, rail or ride share will only be authorized if necessary and are included on the Request for Travel and Training form.

G. Accommodations and Lodging. Hotel/motel accommodations will be reimbursed or paid at a maximum of the single room rate. A vendor's receipt for this category is required for all claims.

H. Incidental Travel Expenses – Reasonable and Necessary. Reasonable and necessary incidental travel expenses include, but are not limited to, the following:

1. Allowable Incidental Expenses.

a. Baggage check fees.

2. Non-Allowable Incidental Expenses. Non-allowable incidental travel expenses, include but are not limited to:

a. Personal entertainment.

b. Room Service.

c. Theft, loss or damage to personal property.

d. Expenses of a spouse, family or other person not authorized to receive reimbursement under this policy.

e. Airline or other trip insurance.

f. Any travel upgrade fees.

g. Personal postage, reading material, personal telephone calls.

h. Personal toiletries .

i. Liquor.

j. Laundry or dry-cleaning.

k. Cash advances.

l. Fines or traffic tickets.

m. Personal health expenses

I. Reimbursement Claims and Advance Travel

1. All claims for reimbursement and travel advances shall be submitted on forms supplied by the Finance Department and should be submitted for payment within thirty (30) days from the completion of the travel.

2. Reimbursement claims for which special approval of the Comptroller, or designee, is required must include such written approval.

3. Reimbursement claims submitted by the Mayor, City Council member, Comptroller and/or Department Heads **may include** the otherwise reimbursable travel or business-related expenses of other City of Mount Vernon elected or appointed officials, or employees, who are part of the specific travel and would be entitled in their own right to make a claim for reimbursement of such travel or city business-related expenses. The Comptroller, Mayor, City Council Member or their designee, is authorized to charge such travel or city business related expenses on a city credit card.

4. All reimbursement claims by the Mayor and City Council President shall be reviewed and approved by the Comptroller.

5. All city credit/purchase card charges are subject to audit by the Comptroller or designee. Any person guilty of misuse or violation of relevant policies governing the use of city credit/purchase cards shall be subject to personal reimbursement or penalty by law.

Volunteers, Members of Boards and Commissions, Members of the Public, and Other Non-Employees – Substantial Benefit Requirement for Reimbursement of Travel, Education, Training, or Other Expenses Under This Resolution. Expenses incurred by individuals who are not City employees or officials may be reimbursed when such reimbursement can reasonably be considered compensation for a service rendered or a substantial benefit provided to the City, of comparable value.

To qualify, the following conditions apply:

Written documentation must be provided demonstrating the expected benefit to the City unless one of the following exceptions applies:

- a. The individual is a board member or commissioner acting within the reasonable scope of their official duties; or
- b. The individual is a volunteer, member of the public, or other non-employee who verifiably participates in a bona fide City-sponsored activity alongside City officials.

In such cases (a or b), no further documentation of benefit is required, as their participation is presumed to confer substantial value to the City.

This section may also apply to applicants for City employment, provided reimbursement is specifically authorized by the Mayor or their designee.

Any dispute regarding whether an activity qualifies as a bona fide City activity shall be resolved by the Mayor or Comptroller, subject to appeal to the City Council.

Section 4. Effective Date. This resolution shall take effect immediately upon its passage by the Board of Estimates and Contracts. However, any claims for reimbursement, travel advances, or direct payment of expenses related to events or travel activities that occurred prior to the effective date of this resolution shall be reviewed and processed in accordance with the policies and resolutions in effect at the time those expenses were incurred.



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 -1568

Agenda Date: 8/13/2025

Agenda #: 32.

City Council:

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE AGREEMENT WITH CAPITAL MARKETS ADVISORS, LLC FOR FINANCIAL STRATEGIC PLANNING SERVICES AND AUTHORIZING A RELATED BUDGET TRANSFER

Whereas, in correspondence dated August 5, 2025, the Comptroller formally requested authorization for the City Council to adopt the City of Mount Vernon Travel and Expense Policy, attached hereto as Exhibit A, as the official policy governing the incurrence, approval, reimbursement, and documentation of travel and related expenses for all City officials, employees, and authorized individuals; and

Whereas, the City of Mount Vernon has engaged Capital Markets Advisors, LLC as its financial advisor for over a decade, benefiting from their technical expertise and guidance on a wide range of fiscal matters; and

Whereas, ongoing financial challenges, evolving economic conditions, and the recommendations outlined in the recent audit report by the New York State Office of the State Comptroller underscore the urgent need for a comprehensive, strategic approach to long-term financial planning; and

Whereas, the Comptroller recommends extending the City's agreement with Capital Markets Advisors, LLC to provide expanded financial advisory services to include:

1. Preparation of a Fiscal Conditions Analysis, including cost-saving strategies and sustainability benchmarks;
 2. Development of a Multi-Year Financial Plan; and
 3. Design of a Retirement/Separation Incentive Plan to address structural workforce costs;
- and

Whereas, these deliverables are essential to improving the City's fiscal health, enabling better forecasting, enhancing budgeting discipline, and supporting informed decision-making; and

Whereas, compensation for these services is proposed in the total amount of Forty-Five Thousand Nine Hundred Dollars (\$45,900), payable in three installments of Fifteen Thousand Three Hundred Dollars (\$15,300) on September 15, 2025, November 15, 2025, and upon delivery of the final plans; and

Whereas, funding for these services will be drawn from Budget Line A1315.405 - Contracted

Services, with an accompanying budget transfer of Fifteen Thousand Dollars (\$15,000) from A1316.498 - C.P.A. Audit Fees to A1315.405 - Contracted Services to support this engagement; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Extend Agreement. The Comptroller is hereby authorized to extend the City's agreement with Capital Markets Advisors, LLC to provide the additional financial strategic planning services described herein.

Section 2. Scope of Services. The services shall include:

- (a) Preparation of a Fiscal Conditions Analysis, including cost-saving strategies and sustainability benchmarks;
- (b) Development of a Multi-Year Financial Plan; and
- (c) Design of a Retirement/Separation Incentive Plan to address structural workforce costs.

Section 3. Compensation. Capital Markets Advisors, LLC shall be compensated in the total amount of Forty-Five Thousand Nine Hundred Dollars (\$45,900), payable in three installments as follows:

- \$15,300 due September 15, 2025;
- \$15,300 due November 15, 2025;
- \$15,300 due upon delivery of the final plans.

Section 4. Funding Source. The expenditure shall be charged to Budget Line A1315.405 - Contracted Services. A budget transfer of Fifteen Thousand Dollars (\$15,000) is hereby authorized from Budget Line A1316.498 - C.P.A. Audit Fees to Budget Line A1315.405 - Contracted Services.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council and subsequent approval by the Board of Estimate and 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 5, 2025

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

Re: Extension of Capital Markets, LL Contract for
Financial Strategic Planning
Referral # COMP2025-14

Dear Honorable Members:

I respectfully submit this letter to request authorization for the Comptroller to extend the City's agreement with Capital Markets Advisors, LLC to provide expanded financial advisory services critical to advancing the City of Mount Vernon's fiscal affairs.

Capital Markets Advisors has served as a trusted financial advisor to the City for over a decade, offering technical expertise and guidance on a wide range of fiscal matters. In light of ongoing financial challenges, evolving economic conditions, and the recommendations outlined in the recent audit report by the New York State Office of the State Comptroller (OSC), it is now imperative that the City adopt a comprehensive, strategic approach to long-term financial planning.

To that end, I propose to engage Capital Markets Advisors as Strategic Consultants to assist with the following deliverables:

1. Preparation of a Fiscal Conditions Analysis, including cost-saving strategies and sustainability benchmarks
2. Development of a Multi-Year Financial Plan
3. Design of a Retirement/Separation Incentive Plan to address structural workforce costs

These services are vital to improving the City's fiscal health and achieving sustainable solvency. Their implementation will enable better forecasting, improve budgeting discipline, and support informed decision-making at all levels of government.

Compensation for these services is proposed as follows:

- \$15,300 due on September 15, 2025
- \$15,300 due on November 15, 2025
- \$15,300 due upon delivery of the final plans, for a total of \$45,900

Funding for these services will be drawn from Budget Line A1315.405 – Contracted Services. Additionally, I request authorization to transfer \$15,000 from A1316.498 – C.P.A. Audit Fees to A1315.405 to support this engagement.

Please find the proposed agreement attached for your review. Should you have any questions or require further clarification, feel free to contact the Office of the Comptroller at (914) 665-2304 or via email at Comptroller@cmvny.com.

Thank you for your thoughtful consideration of this request and your continued support in advancing the City's financial resilience.

Respectfully,

A handwritten signature in black ink, appearing to read 'Dr. Darren M. Morton', written in a cursive style.

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

cc: Mayor
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 -1572

Agenda Date: 9/10/2025

Agenda #: 33.

City Council:

**AN ORDINANCE AUTHORIZING THE ISSUANCE
OF A REQUEST FOR PROPOSALS/QUALIFICATIONS
(RFP/Q) FOR A CONSULTANT TEAM TO
IMPLEMENT THE “INNOVATIVE FINANCE AND
ASSET MANAGEMENT INITIATIVE” UNDER
REFERRAL #COMP2025-15**

Whereas, in correspondence dated August 8, 2025, the Comptroller formally requested authorization for the City Council to adopt the City of Mount Vernon Travel and Expense Policy, attached hereto as Exhibit A, as the official policy governing the incurrence, approval, reimbursement, and documentation of travel and related expenses for all City officials, employees, and authorized individuals; and

Whereas, the City of Mount Vernon seeks to improve the management and strategic use of its real property assets for the benefit of the community; and

Whereas, the City has received funding through the United States Department of Transportation’s \$1,000,000 Innovative Finance & Asset Concession Grant Program to support the “Innovative Finance and Asset Management Initiative”; and

Whereas, the Initiative will engage qualified consultant teams composed of experienced real estate, economic, and development professionals to provide specialized advisory services to the City; and

Whereas, the selected consultant team will assist in developing several public/private partnerships (P3) and in undertaking pre-construction processes to identify and prioritize viable projects; and

Whereas, these consultant services will include, but not be limited to:

1. Soliciting and negotiating asset concessions, including hiring staff to manage these and other related efforts;
2. Conducting financial analyses related to concessions, public debt, and procurement opportunities;
3. Evaluating options for the structure and use of funds from asset concession payments;
4. Evaluating and presenting project risks and benefits for public accountability;
5. Identifying best practices to protect the public interest and advance environmental and social equity priorities; and
6. Identifying best practices for facilitating and enhancing public transit use and access as it

relates to the City's assets; and

Whereas, the City Council finds it in the best interest of the City of Mount Vernon to authorize the issuance of a Request for Proposals/Qualifications to secure such consultant services;
Now, Therefore, Be It Resolved That

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

Section 1. Authorization to Issue RFP/Q. The City Council hereby authorizes the Office of the Comptroller, in coordination with the Mayor's Office and other relevant City departments, to prepare and issue a formal Request for Proposals/Qualifications (RFP/Q) seeking consultant teams with expertise in real estate, economic development, and public/private partnership structuring to support the Innovative Finance and Asset Management Initiative.

Section 2. Scope of Work. The RFP/Q shall outline the scope of work, which shall include, but not be limited to:

- (a) Soliciting and negotiating asset concessions;
- (b) Conducting financial analyses related to asset concessions, public debt, and procurement opportunities;
- (c) Evaluating options for structuring and utilizing asset concession payment funds;
- (d) Evaluating and presenting project risks and benefits transparently;
- (e) Identifying best practices to protect public interest while advancing environmental and social equity goals;
- (f) Identifying and recommending measures to facilitate public transit usage and access in relation to City assets.

Section 3. Funding Source. The services authorized under this Ordinance shall be funded through the \$1,000,000 Innovative Finance & Asset Concession Grant Program award from the United States Department of Transportation.

Section 4. Implementation. The Comptroller and Mayor are authorized to take all necessary steps to advertise, receive, evaluate, and recommend proposals for selection, and to report the results to the City Council for final approval of a contract award.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council and subsequent approval by the Board of Estimate and 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 8, 2025

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

Re: RFP/Q for Consultant Team to implement
Innovative Finance and Asset Management
Referral # COMP2025-15

Dear Honorable Members:

I write to respectfully request permission to issue a Request for Proposals/Qualification for seeking consultant teams made up of experienced firms to provide real estate, economic, and development consultant services to advise the City as it strategizes to manage its real property assets. These services will support the “Innovative Finance and Asset Management Initiative”, which is funding through the \$1M Innovative Finance & Asset Concession Grant Program from the US Department of Transportation.

The successful awardee will help the City with a process to develop several public/private partnerships (P3) that will require help in the pre-construction process to identify and prioritize projects. Among the duties include:

1. Solicit and negotiate asset concessions, including hiring staff to manage these and other efforts
2. Conduct financial analyses related to concessions, public debt, and other procurement opportunities
3. Evaluate options for structure and use of funds from the asset concession payments
4. Evaluate and present project risks and benefits transparently for public accountability
5. Identify best practices to protect the public interest and consider environmental and social equity priorities
6. Identify best practices for facilitating the use of public transit and access to public transit as it relates to the assets

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,

A handwritten signature in black ink, appearing to read 'Dr. Morton', with a stylized flourish at the end.

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

cc: Mayor
City Council
Law Department

Enclosures



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 -1560

Agenda Date: 8/13/2025

Agenda #: 34.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AMENDMENT WITH THE CITIES FOR FINANCIAL EMPOWERMENT FUND TO INCORPORATE LEGACY PLANNING SERVICES IN THE MOUNT VERNON FINANCIAL EMPOWERMENT CENTER

Whereas, in correspondence dated August 4, 2025, the Commissioner of the Department of Planning & Community Development formally requested authorization for the Mayor to execute the “First Grant Amendment,” dated June 1, 2025, with the Cities for Financial Empowerment Fund, amending the original FEC Implementation Grant Agreement dated February 1, 2024, to incorporate Legacy Planning Services into the Mount Vernon Financial Empowerment Center; and

Whereas, the City of Mount Vernon previously entered into a Financial Empowerment Center (FEC) Implementation Grant Agreement with the Cities for Financial Empowerment Fund (CFE Fund) on February 1, 2024, to provide free, professional financial counseling to city residents; and

Whereas, the CFE Fund has issued a proposed First Grant Amendment to the aforementioned agreement, dated June 1, 2025, to expand the scope of services offered at the Mount Vernon FEC to include Legacy Planning services; and

Whereas, this amendment provides an additional Fifty Thousand Dollars (\$50,000) in grant funding, to be deposited under Revenue Code A2705.1 “Gifts and Donations,” to support the integration of Legacy Planning into the City's FEC programming; and

Whereas, the amendment includes an extension of the contract term through May 31, 2027, updates to the Scope of Work, Model, and Budget Exhibits (B, C, and D), and a revised disbursement schedule of \$25,000 in Year 1 and \$25,000 in Year 2; and

Whereas, the inclusion of Legacy Planning services-such as wills, beneficiary designations, estate planning education, and intergenerational wealth preservation-aligns with the City's objectives to promote financial stability and empower residents with future planning tools; and

Whereas, the City Council deems it in the best interest of the residents of Mount Vernon to authorize the Mayor to enter into the First Grant Amendment to facilitate these services; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Execute Contract Amendment. The Mayor of the City of Mount Vernon is hereby authorized to execute the First Grant Amendment, dated June 1, 2025, with the Cities for Financial Empowerment Fund, amending the existing Financial Empowerment Center

Implementation Grant Agreement originally dated February 1, 2024.

Section 2. Purpose of Amendment. The purpose of the amendment is to integrate Legacy Planning services into the Financial Empowerment Center, including but not limited to estate planning education, will and beneficiary designation support, and other intergenerational wealth preservation services.

Section 3. Grant Funding and Budgeting. The additional grant funding of Fifty Thousand Dollars (\$50,000) shall be deposited in Revenue Code A2705.1 “Gifts and Donations” and shall be appropriated in accordance with the updated Scope of Work and Budget provided in the amendment.

Section 4. Term Extension and Disbursement Schedule. The term of the contract shall be extended through May 31, 2027, with a disbursement schedule of \$25,000 in Year 1 (June 2025-May 2026) and \$25,000 in Year 2 (June 2026-May 2027), subject to performance-based benchmarks and documentation requirements as detailed in the amendment.

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



PLANNING & COMMUNITY DEVELOPMENT
ONE ROOSEVELT SQUARE
MOUNT VERNON, NEW YORK 10550
PHONE: (914) 840-4029
EMAIL: TGRAHAM-OUATTARA@CMVNY.COM

JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

August 7, 2025

VIA EMAIL:

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

RE: Request for the City Council to enact legislation to authorize the Mayor to execute a Contract Amendment with the Cities for Financial Empowerment Fund to incorporate Legacy Planning Services into the Mount Vernon Financial Empowerment Center. For consideration on the agenda at the August 13th, 2025, City Council meeting.

Dear Honorable Members of the City Council,

I am writing to respectfully request that the City Council enact legislation authorizing the Mayor to sign a contract amendment with the Cities for Financial Empowerment Fund (CFE Fund) that will update the existing Financial Empowerment Center (FEC) Implementation Grant Agreement. This amendment will allow the City of Mount Vernon to expand the FEC's service offerings to include Legacy Planning services for residents.

The amendment, titled "First Grant Amendment," dated June 1, 2025, modifies the original agreement dated February 1, 2024, and provides an additional \$50,000 to support the integration of Legacy Planning into the City's FEC program. The funds will be deposited in Revenue Code A2705.1 Gifts and Donations. These additional funds will enhance the City's ability to help residents plan for the future, including support for wills, beneficiary designations, estate planning education, and intergenerational asset preservation.

Key updates to the contract include:

- Extension of the contract term through May 31, 2027 to accommodate a two-year implementation period for Legacy Planning services;
- Addition of new disbursement conditions tied to deliverables and reporting requirements for Legacy Planning Year 1 (June 2025–May 2026) and Year 2 (June 2026–May 2027);
- Updated Scope of Work, Model, and Budget Exhibits (B, C, and D) to reflect expanded programming and use of funds, which may include staffing, counselor training, stakeholder events, administrative support, and community outreach;
- A revised disbursement schedule of \$25,000 in Year 1 and \$25,000 in Year 2, including progress-based benchmarks and documentation requirements.





PLANNING & COMMUNITY DEVELOPMENT
ONE ROOSEVELT SQUARE
MOUNT VERNON, NEW YORK 10550
PHONE: (914) 840-4029
EMAIL: TGRAHAM-OUATTARA@CMVNY.COM

JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

This amendment aligns with the City's goals to expand access to financial empowerment services and help residents secure long-term financial stability through legacy planning.

Attached for your review is the proposed First Grant Amendment and supporting documentation.

We appreciate your consideration of this request and stand ready to provide additional information or respond to any questions you may have.

Sincerely,

JAMES RAUSSE, FAICP, WEDG

cc: Mayor Shawyn Patterson-Howard
Comptroller Darren M. Morton
Malcolm Clark, Chief of Staff



FEC Public Outcome Definitions and Calculations

Outcome Documentation and Verification

As a public service, Financial Empowerment Centers must hold themselves to the highest standards of accountability. A key way the FEC does this is by requiring that all FEC outcomes are documented and verified. The official or client-signed documentation must be uploaded or recorded in FECBOT as part of the client's record and should be readily accessible in cases of a formal audit. The local FEC management team should develop verification protocols to confirm that all outcomes claimed can be substantiated. Documentation can include scanned paper documents, electronic communications, mobile screenshots, or a declaration signed by the client.

BANKING OUTCOMES

Outcome

Open a safe and affordable banking account

Definition

A client opens a safe and affordable account.

Philosophy

Banking access is critical to individual and community financial security.

Outcome Achievement

- The outcome is achieved once per account opened by and for the client.
- Up to two outcomes can be achieved per session, one for savings and one for checking and up to three outcomes over the course of the client's FEC engagement.
- A safe and affordable account is determined by each local FEC management team, following guidance from CFE Fund and the Bank On National Account Standards.
- Transaction and savings accounts are eligible.
- All clients are eligible to achieve this outcome regardless of their initial or current banking status.

Calculation

This outcome is achieved every time a counselor indicates, "Yes" to the question "Did client achieve this?" for a maximum of 3 outcomes.

Eligible Documentation

- Statement of account with client's name & account terms and conditions; OR
- Official confirmation of account opening from financial institution; OR
- Declaration signed by client

Open a Safe and Affordable Account Banking Account—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Total Outcomes Achieved
A	• Has opened new safe and affordable checking account?	No	Yes	2 outcomes are achieved. The client is eligible for one additional outcome at a later date if a third account is opened.
	• Has opened new safe and affordable savings account?	No	Yes	
B	• Has opened new safe and affordable checking account?	No	No	0 – Client did not open any new accounts.
	• Has opened new safe and affordable savings account?	No	No	

Outcome

Use banking account actively

Definition

A client begins using a banking account in two or more of the following ways and maintains active use of the account over the course of multiple sessions.

- Eligible Account Uses:
 - Making debit transactions
 - Using direct deposit
 - Making deposits (any non-ACH (check or cash) deposit)
 - Using online or automatic bill pay
 - Making withdrawals (ATM, teller withdrawal, transfer to another account)
 - Using bank issued money order or cashier's check
 - Making peer-to-peer transactions (inflow and outflow)

Philosophy

Fostering active use of the banking account furthers a client's ability to manage finances.

Outcome Achievement

- Can be achieved once over the course of the client's FEC engagement.
- Clients are eligible for the outcome who have never used the account or have only used it in one of the listed ways.
- The outcome is achieved when the client uses an account in two or more ways, for at least two follow-up sessions. The sessions do not need to be consecutive, and the ways the client used the account do not need to be the same.

- Initial Session: To determine eligibility and set a baseline for the outcome counselors should ask whether the client has used their account(s) in the listed ways in the last month. If they already are using their account(s) in two or more ways, they are ineligible for achieving this outcome.
- 2+ Follow-up Sessions: Counselors should ask whether the client has used their account in the listed ways since the most recent session. If the client has used the account in two or more of the listed ways, they will achieve only one outcome, regardless of the number of new account uses registered.
- Only clients who attend three or more sessions can achieve this outcome.

Calculation

If counselor answers, “No” to “Is the client actively using their banking account(s)?” when the initial intake of banking account uses is taken, then answers “Yes” to that assessment question (regardless of number of uses registered) in two subsequent sessions.

Eligible Documentation

Documentation from financial institution demonstrating:

- debit transactions
- direct deposit
- deposits (any non-ACH (check or cash) deposit
- online or automatic bill pay
- withdrawals (ATM, teller withdrawal, transfer to another account)
- bank issued money order or cashier’s check
- peer-to-peer transactions (inflow and outflow); OR
- Merchant receipt or proof of payment demonstrating one of the above payment methods; OR
- Screen shot of financial institution app demonstrating one of the above uses; OR
- Declaration signed by client

Use Banking Account Actively—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	Is the client actively using their banking account(s)?	Yes – client says they have done two or more of listed uses in the past month	N/A	N/A	N/A	0 - Ineligible

B	Is the client actively using their banking account(s)?	No – Client only made a withdrawal in the past month (1 use)	Yes – client says they’ve made a withdrawal and a deposit since last session (2 uses)	No – Client only made a withdrawal (1 use)	Yes – Client says they’ve made a debit transaction, made a withdrawal and received a direct deposit (3 uses)	1 outcome achieved (no additional outcomes possible)
C	Is the client actively using their banking account(s)?	No – Client doesn’t have account	No – Client just opened up account, but plans to set up direct deposit (0 uses since last session)	Yes – Client received a direct deposit, made a withdrawal, and made a debit transaction (3 uses)	Yes – Client received a direct deposit and made a deposit (2 uses)	1 outcome achieved (no additional outcomes possible)

CREDIT OUTCOMES

Outcome

Establish a credit score.

Definition

A client, who originally had no credit score, now has a credit score.

Philosophy

Credit history and score are key indicators of a person's financial life and used by a diverse range of actors to make decisions about a person's access to financial and non-financial opportunities.

Outcome Achievement

- This outcome can be achieved once over the course of the client's FEC engagement.
- Clients are eligible if they have a '0' credit score: are unscored (9003 or 9002 code) or are credit invisible (no record found) on the Experian credit report that is pulled into FECBOT.
- The outcome is achieved when the credit report score changes to being between 300 and 850.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

Comparing client's baseline credit score, '0' to most recent score in 300-850 range.

Eligible Documentation

Two or more Experian credit reports in FECBOT demonstrating change in status.

Establish a credit score—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Total Outcomes Achieved
A	Current FICO Credit Score	0	300 – 850 range	1 outcome achieved (no additional outcomes possible, client will now work towards increasing their credit score)
B	Current FICO Credit Score	0	0	0 - Client remains unscored/credit invisible

Outcome

Increase credit score by at least 35 points.

Definition

A client's credit score increases by at least 35 points.

Philosophy

Higher credit scores allow for better terms and conditions for a range of services and cheaper ways to borrow money.

Outcome Achievement

- This outcome can be achieved multiple times per session and over the course of a client's FEC engagement (e.g. 70 points counts as two outcomes).
- Clients with score between 300 and 850 are eligible for this outcome.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

- This outcome is calculated by comparing a client's baseline credit score value to their most recent.
- The baseline credit score is updated every time the outcome is achieved (the new baseline is the new score that is 35+ points higher than the old baseline). The baseline can also be updated if the client's credit score decreases (e.g. they only have to increase it 35 points from the more recent, lower value).

Eligible Documentation

Two or more Experian credit reports in FECBOT demonstrating change in score.

Increase credit score by at least 35 points—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcomes Achieved
A	Current FICO Credit Score	550	550	600			1 outcome achieved
B	Current FICO Credit Score	520	510 – baseline reset to lower value	550 – 1 outcome, positive increase of 40 points	555 – no outcome, baseline remains 550,	600 – 1 outcome achieved, positive increase of 50 points, baseline is updated to 600	2 outcomes achieved
C	Current FICO Credit Score	620	635	640	700 – 2 outcomes, positive increase of 80 points, baseline is updated to 700		2 outcomes achieved
D	Current FICO Score	600	550 – baseline reset to lower value	570			0 – client would need to increase to 585+ in future session to achieve 1 outcome)

DEBT OUTCOMES

Outcome

Decrease non-mortgage debt by at least 10%

Definition

A client's non-mortgage debt decreases by at least 10%.

Philosophy

Although some debt represents a productive investment in assets, reducing non-mortgage debt can make resources available for saving or spending to improve quality of life; it can also lead to a higher credit score.

Outcome Achievement

- This outcome can be achieved only once per session, if the total non-mortgage debt is reduced by 10% or more.
- This outcome can be achieved multiple times over a client's FEC engagement.
- Clients whose credit reports show debt, and those who report other debt, are eligible for this outcome.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

- The outcome is calculated by comparing a client's baseline total non-mortgage debt value (sum of client's revolving balance and non-mortgage installment balance reported on the credit report in FECBOT plus "other debt" reported by the client and manually entered into FECBOT), to their most recent total value.
- The baseline value is updated every time the outcome is achieved (new baseline is the lower value that is less than or equal to 90% of the previous baseline) or when the total debt value increases.
- Only one outcome can be achieved in each session even if the total amount of non-mortgage debt reduced is greater than 10% (e.g. a 100% decrease in non-mortgage debt in one session is only one outcome).

Eligible Documentation

- Credit pull demonstrating debt reduction; OR
- Letter from creditor or debt collector demonstrating debt reduction; OR
- Declaration signed by client.

Decrease non-mortgage debt by at least 10%--Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcomes Achieved
A	<ul style="list-style-type: none"> • Credit Report Non-Mortgage Debt: • Other Debt: • Total Nonmortgage Debt: 	\$5,000 \$0 \$5,000	\$4,700 \$0 \$4,700	\$4,225 \$0 \$4,225			1 outcome achieved, reduction of 15.5%

B	<ul style="list-style-type: none"> • Credit Report Non-Mortgage Debt: • Other Debt: 	\$9,000	\$9,500	\$9,300			1 outcome achieved, reduction of 13.1%
	Total Nonmortgage Debt:	\$1,200	\$1,200	\$0			
		\$10,200	\$10,700 *baseline updated to higher value	\$9,300			
C	<ul style="list-style-type: none"> • Credit Report Non-Mortgage Debt: • Other Debt: 	\$500	\$250 – 1 outcome achieved (50 % reduction), baseline reset to lower value	\$200 – 1 outcome achieved (20% reduction), baseline reset to lower value	\$5,000 – baseline reset to higher value	\$4,800	2 outcomes achieved, would need to decrease by another \$300 to claim 3 rd outcome
	Total Nonmortgage Debt:	\$0					
		\$500					

Outcome

Reduce the number of delinquent accounts.

Definition

A client has at least one fewer delinquent (past due) account on their credit report.

Philosophy

On time bill payment is the most important part of the credit score algorithm.

Outcome Achievement

- This outcome can be achieved multiple times per session (once per account brought current) and over a client's engagement.
- Only clients with delinquent accounts are eligible.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

- This outcome is calculated by comparing a client's baseline number of delinquent accounts reported on their credit report in FECBOT to their most recent value.
- The baseline value is updated every time the credit report is pulled if the number of delinquent accounts is higher.

Eligible Documentation

Two or more Experian credit reports pulled directly into FECBOT demonstrating reduction in delinquent accounts.

Reduce the number of delinquent accounts—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	Number of Delinquent Accounts	5 accounts	5 accounts	3 accounts– 2 outcomes achieved, baseline updated to 3	4 accounts, baseline updated to 4	2 outcomes achieved
B	Number of Delinquent Accounts	0	0	1	0 – 1 outcome achieved	1 outcome achieved

SAVINGS OUTCOMES

Outcome

Increase amount set aside for the future.

Definition

A client increases their total monetary savings by an amount equal to at least one week’s worth of their income.

Philosophy

Small amounts of savings can mitigate income volatility and unexpected expenses, which can lead to financial instability.

Outcome Achievement

- This outcome can be achieved once per session, and multiple times over a client’s FEC engagement.
- To achieve this outcome, counselors must enter all income sources and current savings (not being used in the coming month) in FECBOT’s Money Tracker. These values must be updated in the Money Tracker every session where savings is discussed.
- All clients are eligible for this outcome.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

- This outcome is calculated by comparing a client’s “Current Amount of Total Savings” value (sum of savings types) to their baseline.
- The baseline is set when they first complete both the income and savings sections of the Money Tracker, and updated every time the outcome is achieved, their income increases or decreases, or their baseline savings decreases.

- The client's monthly income (post-tax) recorded at a *prior* session is used to calculate the increase in savings required to achieve the outcome (changes to income recorded at the current session would not impact an outcome that could be otherwise achieved).
- One week's worth of income is calculated by taking the sum of all income listed on the Money Tracker and multiplying the monthly amount by 24%.

Eligible Documentation

- Statement of account with client's name (if a formal location); OR
- Financial institution-based account balance information; OR
- Letter signed by entity or individual holding funds; OR
- Declaration signed by client.

Set aside at least one week's worth of income for the future—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	Current Amount of Total Savings	\$1,000	\$1,000	\$1,500	\$1,500	1 outcome achieved in Session 3 (based on most recent monthly income as reported at Session 2)
	Monthly Income	\$2,000	\$2,000	\$2,500	\$2,500	
	Baseline	$(2,000 \times .24) + 1,000 = \$1,480$	\$1,480	\$1,480	\$2,100	
B	Current Amount of Total Savings	\$500	\$0	\$150	\$2,000	1 outcome achieved in Session 4 despite more than 5x increase
	Monthly Income	\$1,500	\$1,500	\$1,500	\$1,500	
	Baseline	$(1500 \times .24) + 500 = \860	\$860	\$360	\$360	

Outcome

Adopt new savings behaviors.

Definition

A client reports using any one or more of several research-based savings behaviors or strategies over multiple sessions.

Philosophy

Adoption of positive behaviors (aka strategies) may be more indicative of long-term financial stability than a snapshot of savings balances.

Behavior	Examples (counselors may use other examples as well)
Spend Less	Reduce Spending: buy less expensive things Avoid Spending: don't buy things you want Follow a budget or rules about how much to spend or save
Set Aside Bigger Amounts of Money	Set aside change or a percent of each purchase Set aside windfalls or spikes in income
Make More Money to Set Aside	Sell something you own and set aside the money Earn more (work more hours, take another job) and set aside the money Move money to higher interest accounts
Set Aside Money More Frequently	Make more deposits Get reminders to move money into savings from an app or a person
Convert Cash to Assets So it Can't be Spent	Pay in advance or buy in bulk Buy something to sell later Lend money to someone who will pay it back later Increase withholding to get a bigger tax return
Mentally Separate Spending Money from Money Set Aside for the Future	Keep funds in one place but tell yourself that certain amounts are for spending versus saving
Physically Separate Spending Money from Money Set Aside for the Future	Put cash at home in different places for spending versus saving (envelopes, jars etc.) Use separate checking and savings accounts Use multiple savings accounts for different goals or timeframes
Set Aside Money Automatically	Use direct deposit Split direct deposit or tax refund into savings and checking Use automatic transfers into savings Use an app that automatically moves money into savings
<i>Note: Opening a bank account is critical to savings and could be considered a 10th good savings behavior. It is not included here because opening a banking account is a separate outcome.</i>	

Savings Behaviors

Outcome Achievement

- This outcome can be achieved only once per session, regardless of how many behaviors were adopted at that session, but multiple times over a client's FEC engagement if they continue to adopt more behaviors.
- Clients are eligible for this outcome if there is at least one behavior which they were not using when their initial intake of savings behaviors was completed.
- To achieve this outcome, counselors must discuss all eight savings strategies during the initial savings session, and enter whether the client used any of the behaviors in the last month. At

each follow-up session, counselors should ask whether the client has started any of previously unused strategies and enter their responses.

- Only clients who attend three or more sessions can achieve this outcome.

Calculation

The outcome is achieved when: (a) Client was not currently engaged in a given savings behavior when their initial intake of savings behaviors was completed “No”; (b) Client started the behavior while in counseling “Yes”; and (c) The new behavior is recorded “Yes” at any two subsequent (not necessarily consecutive) counseling sessions.

Eligible Documentation

To demonstrate that a behavior has been adopted at least two forms of documentation must be provided (one per occurrence)

- Credible documentation demonstrating behavior; OR
- Declaration signed by client

Adopt new savings behaviors—Example Scenario

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	1. Spend Less 2. Set aside bigger amounts of money 3. Make more money to set aside 4. Set aside money for frequently 5. Convert cash to assets so it can't be spent 6. Mentally separate spending-money from money to set aside for the future 7. Physically separate spending-money from money set aside for the future 8. Set aside money automatically 9. Other	1. No 2. No 3. No 4. No 5. No 6. No 7. Yes 8. Yes 9. No *Because they are already “physically separating” and “setting aside money automatically” these two are ineligible to count towards future outcomes	1. Yes 2. Yes 3. No 4. No 5. No 6. Yes. 7. Yes 8. Yes 9. No	1. Yes 2. No 3. No 4. No 5. No 6. Yes 7. Yes 8. Yes 9. No *1 outcome achieved, two new behaviors adopted (Spending Less & Mentally separating)	1. Yes 2. Yes 3. No 4. No 5. No 6. Yes 7. Yes 8. No 9. No *1 outcome achieved, 1 new behavior adopted (set aside bigger amounts of money)	2 outcomes achieved

LEGACY PLANNING OUTCOMES

Outcome

Prepare for legacy planning.

Definition

A client completes any two research-backed counseling activities which increase their readiness to take actions that protect and/or transfer assets in the event of their incapacitation or demise.

Philosophy

Identifying assets and beginning to understand legacy planning options prepares clients to take action to protect and/or transfer assets in the event of their incapacitation or demise.

Outcome Achievement

- All clients are eligible for this outcome.
- This outcome can be achieved multiple times in one FEC session.
- This outcome can be achieved multiple times over the course of a client's FEC engagement.

Calculation

- This outcome is achieved every time a client achieves any two of the following activities:
 - Create list of assets
 - Estimate legacy planning expenses
 - Complete Trust&Will.com Preparation Document
 - Review life insurance policies
 - Review other insurance plans (disability, accident, home, etc.)
 - Review property title
 - Review vehicle title
 - Organize and safely store executed legacy planning materials
- Each counseling activity can be achieved multiple times, but only once per session.
- Achievements do not need to occur in the same session to count towards the outcome.

Eligible Documentation

- Client signs Client Outcome Declaration form.
- Counselors may **not** upload any documents related to achieving this outcome into the FEC database.

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Total Outcomes Achieved
A	• Create list of assets	No	Yes	No	1 outcome is achieved in Session 2. The client is eligible for additional outcomes at a later date once 2 additional counseling activities are achieved.
	• Review life insurance policies	No	Yes	No	

B	• Create list of assets	No	Yes	No	0 – Client needs to achieve 1 additional counseling activity to achieve an outcome.
	• Review life insurance policies	No	No	No	
C	• Create list of assets	No	Yes	No	1 outcome is achieved in Session 3. The client is eligible for additional outcomes at a later date once 2 additional counseling activities are achieved.
	• Review life insurance policies	No	No	Yes	

Outcome

Protect an asset.

Definition

A client creates formal documentation of asset ownership and/or asset transfer instructions.

Philosophy

Formally documented asset ownership and transfer instructions prevent the client's assets (including their self-determination concerning their health and finances) from being lost or diminished in the event of their incapacitation or demise. Taking formal action to protect an asset in the event of a client's incapacitation supports the client's wishes and facilitates the transfer of assets to subsequent generations.

Outcome Achievement

- This outcome can be achieved multiple times in one FEC session.
- This outcome can be achieved multiple times over the course of a client's FEC engagement.
- All clients are eligible for this outcome.

Calculation

- This outcome is achieved every time a client achieves any of the following counseling activities:
 - Add beneficiaries to bank account(s)
 - Add beneficiaries to retirement/investment account(s)
 - Add beneficiaries to insurance policies
 - Update property title
 - Update vehicle title
 - Execute Last Will & Testament
 - Execute HIPAA Authorization
 - Execute Power of Attorney
 - Execute Living Will
- Each counseling activity can be achieved multiple times over the course of a client's FEC engagement but only once per session. Multiple outcomes can be achieved each session – one per each counseling activity achieved.

Eligible Documentation

- Declaration signed by client via Client Outcome Declaration Form.
- Counselors may ***not*** upload into the FEC database any documents related to achieving this outcome.

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Total Outcomes Achieved
A	<ul style="list-style-type: none"> • Add beneficiaries to bank account(s) 	No	Yes	Yes	2 - one outcome in Session 2 and another in Session 3. The client is eligible for additional outcomes if the counseling activity is achieved again in a future session.
B	<ul style="list-style-type: none"> • Execute Last Will & Testament • Execute HIPAA Authorization • Execute Power of Attorney • Execute Living Will 	No	Yes	No	4 outcomes are achieved in session 2. The client is eligible for additional outcomes if any of the counseling activities are achieved again in a future session.
		No	Yes	No	
		No	Yes	No	
		No	Yes	No	

Financial Counselor Code of Ethics and Professional Practices

Code of Ethics

CFE certified financial empowerment counselors and coaches shall be guided by the following principles and values:

- Integrity and honesty
 - Engage and conduct oneself in a manner that encourages honesty and ethical conduct among clients, the organization and external parties
 - Disclose any potential conflicts of interests
 - Avoid the appearance of impropriety or self-dealing
- Client-Centered Focus
 - Ascertain the client's goals and vision, and ensure that financial advice and guidance given aligns with client goals and vision
 - Ensure that the client understands financial advice given, any potential risks and is able to make informed decisions
 - Maintain awareness of diverse cultural practices, norms and beliefs in order to provide culturally responsive guidance
- Confidentiality
 - Acquire and disseminate information through ethical and appropriate means
 - Safeguard restricted or confidential information
 - Secure client's informed consent and understanding of need to share before sharing client's restricted or confidential information
- Competence
 - Apply and continuously update knowledge, skills and/or training necessary to assist clients
 - Acknowledge and openly communicate to clients limits on expertise, skills and/or training
 - Maintain and facilitate access or referrals to professionals and other resources to provide the client with competent guidance in matters beyond the scope of counselor/coach expertise
- Professionalism
 - Exhibit respect and honesty in all dealings with client and others
 - Engage in conduct that exhibits respect for a client's concerns, goals and values; and does not dismiss, disparage or display untrustworthy behavior towards client or others
- Respect
 - Treat everyone with respect and dignity
 - Promote and enforce zero tolerance towards conduct and policies that discriminate based on gender, race, ethnicity, national origin, religion or sexual orientation, socio-economic status or educational attainment; or demonstrate favoritism, or create a hostile environment for clients, co-workers or others

Code of Conduct

Integrity and honesty	Financial counselors and coaches shall not:	Integrity and honesty
●Engage and conduct oneself in a manner that encourages honesty and ethical conduct among clients, the organization and external parties	●Engage in conduct that encourages or suggests tolerance of lack of honesty and unethical conduct by clients, the organization or external parties	●Counselor/coach falsifies or encourages or leads client to falsify information; conspiring with creditor to misrepresent debt status on client's credit report in exchange for payment
●Disclose any potential conflicts of interests	●Fail to disclose personal, organization's or related party's interest in outcomes, or benefits to be derived from client's case	●Referring client: to an attorney who is a relative; to bank that makes an annual contribution because of customer referral
●Avoid the appearance of impropriety or self-dealing	●Engage in conduct that creates the impression that counselor/coach is involved in dishonesty, inappropriate behavior, or stands to gain from actions even if unintended or not guided by inappropriate motives	●Counselor/coach deliberately withholds information from client, becomes romantically involved with client; presses client to open account at specific bank without evaluating costs and terms because of year-end performance metrics
●Provide client with best financial advice based on most objective factual information available	●Fail to maintain and update knowledge on latest changes or new information on rules/regulations, or information derived from handling client's case	●Not staying abreast of changes to consumer regulations so client cannot best assert rights; not informing client of new offer from creditor in negotiating debt settlement because counselor/coach thinks a lower offer is possible

Client centered focus	Financial counselors and coaches shall not:	Examples:
<ul style="list-style-type: none"> ● Ascertain the client's goals and vision, and ensure that financial advice and guidance given aligns with client goals and vision 	<ul style="list-style-type: none"> ● Fail to discuss and solicit information from client on concerns and what s/he wants to accomplish before offering guidance 	<ul style="list-style-type: none"> ● Making assumptions about what is best in the counselor/coach's judgment; substituting own judgment for client's, and creating plan based on own judgment
<ul style="list-style-type: none"> ● Ensure that the client understands financial advice given, any potential risks and is able to make informed decisions 	<ul style="list-style-type: none"> ● Fail to confirm client's understanding of financial advice given, that client understands the pros and cons of the advice and its consequences, and makes a decision based on a full explanation of information 	<ul style="list-style-type: none"> ● Advising a parent to help a child build credit by obtaining an authorized user card without explaining that the parent is primarily liable for the debt, and credit can be damaged if child is not as responsible user or guarantying a loan that might result in collection action again guarantor when primary borrower doesn't pay
<ul style="list-style-type: none"> ● Attend to and execute duties for client in timely manner 	<ul style="list-style-type: none"> ● Fail to meet deadlines for which they have taken responsibility, advise client if there are delays or need to reschedule or extension requests needed 	<ul style="list-style-type: none"> ● Not showing up at all or on time for scheduled meetings without giving client reasonable notice; not meeting deadlines for which s/he has taken responsibility, or completing work as agreed with client
<ul style="list-style-type: none"> ● Update client on relevant developments 	<ul style="list-style-type: none"> ● Fail to update client on new developments, progress or setbacks in case 	<ul style="list-style-type: none"> ● Not informing client that circumstances have changed in consumer protection laws; letting client know about additional information needed and deadline if any; not informing client of decisions received on relevant aspect of case such as creditor's settlement offer or denial
<ul style="list-style-type: none"> ● Maintain awareness of diverse cultural practices, norms and beliefs in order to provide culturally responsive guidance 	<ul style="list-style-type: none"> ● Fail to learn about the client's cultural, concerns and values; fail to provide guidance and solutions that are culturally appropriate in the context, and can be implemented by the client ● Make assumptions about the client's culture, religion or values; impose own values and perspectives; take for granted that client understands the process or system without confirming understanding respectfully and tactfully 	<ul style="list-style-type: none"> ● Assuming client is familiar with the real estate transactions in a home buying process; not taking a client's immigration status into account when providing financial advice; not arranging for a competent and non-conflicted translator for a limited English language speaker; not making appointments on certain holidays

Confidentiality	Financial counselors and coaches shall not:	Example:
<ul style="list-style-type: none"> Exercise care in protecting client information from unintended and unauthorized disclosure 	<ul style="list-style-type: none"> Fail to exercise care to prevent unauthorized access or exposure to client information 	<ul style="list-style-type: none"> Leaving client file, or computer screen unattended in a public space; sharing client information over a public platform; speaking with an authorized client about a client in an open space where an unauthorized person may overhear
<ul style="list-style-type: none"> Maintain an environment that protects client privacy and confidentiality during counseling/coaching sessions and during all communications 	<ul style="list-style-type: none"> Provide counseling sessions in a setting in which client information, and counseling/coaching session can be overheard, or documents and communication are open to view by public or others without the consent of the client 	<ul style="list-style-type: none"> Providing counseling/coaching sessions in an open area vs. a private area; speaking to client or to a third party about a client matter over the phone where conversation can be overheard by others
<ul style="list-style-type: none"> Maintain and store client information, data and communications in a manner that results in the greatest security and privacy possible 	<ul style="list-style-type: none"> Maintain and store client information, data and communications in areas accessible by unauthorized individuals 	<ul style="list-style-type: none"> Placing client files in cabinet with general organization operational files accessible by non-counseling/coaching staff; not requiring a password, or security code or key for access to storage modality with client records
<ul style="list-style-type: none"> Provide client with confidentiality and privacy policy 	<ul style="list-style-type: none"> Fail to advise client in writing about his/her right to have information shared with counselor/coach be held in confidence, and there is a right to privacy, including when and under what circumstances information will be shared 	<ul style="list-style-type: none"> Advising client that information may be shared with supervisor or colleagues to develop solutions; that information will not be shared with third parties including spouses and family members without specific consent
<ul style="list-style-type: none"> Obtain written consent or authorization of client for all external client information disclosures except where there is a violation of any legal or regulatory provisions, where the law requires disclosure of reporting 	<ul style="list-style-type: none"> Share client information with external social service, government, institutions or individuals without express written consent of a client, except where the law requires disclosure or reporting 	<ul style="list-style-type: none"> Call bank to discuss client's account; contacting a social service agency and divulging identifying information without the client's written consent; discussing a case with identifying information with a counselor/coach's family member. Exception where the law requires reporting of instances of physical or other abuse, or threat of danger

Competence	Financial counselors and coaches shall not:	Example:
<ul style="list-style-type: none"> ● Apply the knowledge, skill, and preparation necessary to advise the client 	<ul style="list-style-type: none"> ● Undertake a client case without preparation, education, knowledge and/or training necessary to assist the client, or access to professionals or resources to provide the client with competent guidance 	<ul style="list-style-type: none"> ● Counselor/coach has not received education or training in financial content, and or is a new counselor who does not have access to a supervisor, colleagues or others who can work closely to ensure that client is getting the proper financial advice
<ul style="list-style-type: none"> ● Engage in continuous update of knowledge of changes, trends and best practices 	<ul style="list-style-type: none"> ● Fail to continue formal and informal education after initial training to keep abreast of changes in rules, regulations, financial products and industry best practices 	<ul style="list-style-type: none"> ● Not continue to read industry related materials, attend conferences, seminars or training
<ul style="list-style-type: none"> ● Engage other professionals, partners and resources when necessary to address client needs 	<ul style="list-style-type: none"> ● Fail to engage other experts, partners and resources when necessary to adequately address the client's needs 	<ul style="list-style-type: none"> ● A legal or health issue is identified during a session on which the counselor/coach is not qualified to address, and is should be referred to an attorney or appropriate medical service provider
<ul style="list-style-type: none"> ● Acknowledge and openly communicate to clients limits on expertise, skills and/or training 	<ul style="list-style-type: none"> ● Fail to inform clients that requested advice is beyond the scope of counselor's expertise, skills and/or training; deliver advice in an area where a professional license is required 	<ul style="list-style-type: none"> ● A client asks for legal advice about creating a will vs. a trust

Professionalism	Financial counselors and coaches shall not:	Example:
<ul style="list-style-type: none"> Exhibit respect and honesty in all dealings with client and others 	<ul style="list-style-type: none"> Disparage, dismiss or act in a manner that exhibits lack of respect towards a client or his concerns and values; or display untrustworthy behavior towards client or others 	<ul style="list-style-type: none"> Counselor/coach dismisses concerns expressed by client as unimportant, or failures to deliver on promises or commitments; demonstrating a lack of due care in handling the client's matter
<ul style="list-style-type: none"> Aspire towards excellence in service and responsibility for best client outcomes 	<ul style="list-style-type: none"> Intentionally, or knowingly fail to do all that is necessary and appropriate to deliver the best outcomes for the client 	<ul style="list-style-type: none"> Counselor/coach does not consult colleagues or legal counsel to examine alternatives solutions to client's issues when s/he is aware that such additional advice may impact an outcome
<ul style="list-style-type: none"> Aspire to contribute to the body of knowledge and best practices in financial empowerment 	<ul style="list-style-type: none"> Fail to learn and improve own knowledge and skills, and share them with colleagues and others in the financial empowerment community 	<ul style="list-style-type: none"> Counselor learns about new banking product for low-income clients, or new resources, and does not share it with colleagues and/or organization

Respect	Financial counselors and coaches shall not:	Example:
<ul style="list-style-type: none"> ● Treat everyone with respect and dignity 	<ul style="list-style-type: none"> ● Discriminate based on gender, race, ethnicity, national origin, religion or sexual orientation, socio-economic status or educational attainment; or demonstrate favoritism, or create a hostile environment for clients, co-workers or others 	<ul style="list-style-type: none"> ● Counselor/coach refuses to work with members of certain groups, or provides more service to group not based on need but on favoritism, or makes members of certain groups feel unwelcome, or subject to inappropriate behavior
<ul style="list-style-type: none"> ● Strive to enhance access to information, opportunities and resources for the vulnerable 	<ul style="list-style-type: none"> ● Fail to attempt to identify resources and opportunities for those who are likely to have no limited access 	<ul style="list-style-type: none"> ● Having documents, explanations written in foreign language; connecting client to benefits they are unaware of, but for which they are eligible
<ul style="list-style-type: none"> ● Strive to contribute to the body of knowledge that will improve policies that address the needs of the poor, working poor, and disadvantaged 	<ul style="list-style-type: none"> ● Fail to call attention to issues or trends that are identified that have an impact on the financial well-being of clients or communities, and creating or contributing to opportunities to improve policies 	



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 -1562

Agenda Date: 8/13/2025

Agenda #: 35.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MOUNT VERNON UNITED TENANTS FOR THE INSTALLATION OF A CITY RESOURCE KIOSK

Whereas, in correspondence dated August 8, 2025, the Commissioner of the Department of Planning & Community Development formally requested authorization for the Mayor to enter into a Memorandum of Understanding (MOU) with Mount Vernon United Tenants (MVUT) to facilitate the installation, maintenance, and operation of a City Resource Kiosk at the MVUT facility, under the terms and conditions substantially outlined in the attached MOU, subject to such minor modifications as the Mayor may deem appropriate and in the best interest of the City; and

Whereas, the City of Mount Vernon is committed to expanding equitable access to essential City services for all residents; and

Whereas, Mount Vernon United Tenants (MVUT) operates a facility serving the local community and has expressed a willingness to host a City-operated Resource Kiosk; and

Whereas, the proposed electronic kiosk will serve as a one-stop access point for residents to connect with a wide range of resources and programs, including but not limited to:

- Filing housing and quality-of-life complaints;
- Accessing senior services and benefits;
- Exploring youth and recreation opportunities; and
- Learning about veterans' programs and support services; and

Whereas, the Memorandum of Understanding (MOU) between the City and MVUT outlines the mutual responsibilities for installation, maintenance, and access to the kiosk, with the City to install and maintain the kiosk at its own expense and MVUT to host the kiosk and provide reasonable access for City maintenance and support personnel; and

Whereas, there will be no additional cost to the City for the purchase of the kiosk, as the kiosks were previously acquired through grant funds, and the smart tablet will be provided by the Department of Management Services from existing inventory; and

Whereas, the kiosk will remain the sole property of the City of Mount Vernon; and

Whereas, the City Council finds that entering into this MOU will enhance service delivery and strengthen connections between City government and the community; **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 is hereby authorized to enter into a Memorandum of Understanding with Mount Vernon United Tenants (MVUT) to facilitate the installation, maintenance, and operation of a City Resource Kiosk at the MVUT facility, under the terms and conditions substantially outlined in the attached MOU, subject to such minor modifications as the Mayor may deem appropriate and in the best interest of the City.

Section 2. Responsibilities. Under the MOU:

- (a) The City shall install and maintain the kiosk at its own expense.
- (b) MVUT shall host the kiosk and provide reasonable access for City maintenance and support personnel.
- (c) The kiosk shall remain the sole property of the City of Mount Vernon.

Section 3. Funding. No additional City funds shall be required for the purchase of the kiosk or tablet, as the kiosk has already been acquired through grant funding and the tablet shall be provided from existing City inventory.

Section 4. Severability. If any clause, sentence, paragraph, subdivision, or part of this Ordinance or the application thereof to any person, firm, or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of this Ordinance.

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



PLANNING & COMMUNITY DEVELOPMENT
ONE ROOSEVELT SQUARE
MOUNT VERNON, NEW YORK 10550
PHONE: (914) 840-4029
EMAIL: TGRAHAM-OUATTARA@CMVNY.COM

JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

August 8, 2025

VIA EMAIL:

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

RE: Request for the City Council to enact legislation to authorize the Mayor to sign a Memorandum of Understanding with **Mount Vernon United Tenants** to install a City Resource Kiosk at their Mount Vernon facility. For consideration on the agenda at the August 13th, 2025, City Council meeting.

Honorable City Council Members:

I am writing to respectfully request that the City Council enact legislation authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with Mount Vernon United Tenants (MVUT) for the installation of a City-operated Resource Kiosk at their Mount Vernon facility.

This partnership supports the City's ongoing efforts to expand equitable access to essential City services. The proposed electronic kiosk will serve as a one-stop access point for residents to connect with a wide range of resources and programs, including:

- Filing housing and quality-of-life complaints
- Accessing senior services and benefits
- Exploring youth and recreation opportunities
- Learning about veterans' programs and support services

The MOU outlines mutual responsibilities for installation, maintenance, and access. The City will install and maintain the kiosk at its own expense, while MVUT will host the kiosk and provide reasonable access for City maintenance and support personnel. There is no additional cost to the City as the kiosks were already purchased with grant funds. The smart tablet will be provided by Management Services from existing inventory. The kiosk will remain the property of the City.

A copy of the proposed MOU is attached for your review. We believe this initiative represents a meaningful opportunity to bring City government closer to the community and improve service delivery for Mount Vernon residents.

We appreciate your consideration of this request and stand ready to provide additional information or respond to any questions you may have.





PLANNING & COMMUNITY DEVELOPMENT
ONE ROOSEVELT SQUARE
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JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

Sincerely,

JAMES RAUSSE, FAICP, WEDG

cc: Mayor Shawyn Patterson-Howard
Comptroller Darren M. Morton
Malcolm Clark, Chief of Staff





City of Mount Vernon, New York

Staff Report

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

File #: TMP -1563

Agenda Date: 8/13/2025

Agenda #: 36.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH WESTCHESTER NEIGHBORHOOD HEALTH CENTER FOR THE INSTALLATION OF A CITY RESOURCE KIOSK AT THEIR MOUNT VERNON FACILITY

Whereas, in correspondence dated August 8, 2025, the Commissioner of the Department of Planning & Community Development formally requested authorization for the Mayor to enter into a Memorandum of Understanding (MOU) with Westchester Neighborhood Health Center to install a City Resource Kiosk at WNHC's Mount Vernon facility, substantially in the form attached hereto, subject to such modifications as may be deemed necessary by Corporation Counsel; and

Whereas, the City of Mount Vernon is committed to expanding equitable access to essential municipal services for all residents; and

Whereas, the Westchester Neighborhood Health Center (WNHC) has offered to partner with the City by hosting a City-operated Resource Kiosk at its Mount Vernon facility; and

Whereas, the proposed electronic kiosk will serve as a one-stop access point for residents to connect with a wide range of City resources and programs, including but not limited to:

- Filing housing and quality-of-life complaints;
- Accessing senior services and benefits;
- Exploring youth and recreation opportunities; and
- Learning about veterans' programs and support services; and

Whereas, under the proposed Memorandum of Understanding (MOU), the City will be responsible for the installation and maintenance of the kiosk at its own expense, with the kiosk remaining the property of the City; and

Whereas, WNHC will host the kiosk and provide reasonable access for City maintenance and support personnel, at no additional cost to the City; and

Whereas, the kiosks were purchased with grant funds, and the smart tablet for operation will be provided from the Department of Management Services' existing inventory, thus incurring no new expense to the City; and

Whereas, this partnership will bring municipal government resources closer to the community

and improve service delivery for Mount Vernon residents; **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 is hereby authorized to enter into a Memorandum of Understanding (MOU) with Westchester Neighborhood Health Center to install a City Resource Kiosk at WNHC's Mount Vernon facility, substantially in the form attached hereto, subject to such modifications as may be deemed necessary by Corporation Counsel.

Section 2. Responsibilities. Under the MOU, the City shall:

- (a) Install and maintain the kiosk at its own expense;
- (b) Provide the smart tablet from the Department of Management Services' existing inventory; and
- (c) Retain ownership of the kiosk and its equipment.

WNHC shall:

- (a) Host the kiosk at its facility; and
 - Provide reasonable access to City personnel for maintenance and support.

Section 3. Purpose. The purpose of the City Resource Kiosk is to enhance public access to City services, provide residents with direct digital access to essential programs, and promote government outreach through convenient, community-based engagement.

Section 4. No Additional Fiscal Impact. This initiative shall have no additional fiscal impact on the City budget, as the kiosk equipment was purchased with grant funds, and the smart tablet will be supplied from existing City resources

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



PLANNING & COMMUNITY DEVELOPMENT
ONE ROOSEVELT SQUARE
MOUNT VERNON, NEW YORK 10550
PHONE: (914) 840-4029
EMAIL: TGRAHAM-OUATTARA@CMVNY.COM

JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

August 8, 2025

VIA EMAIL:

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

RE: Request for the City Council to enact legislation to authorize the Mayor to sign a Memorandum of Understanding with **Westchester Neighborhood Health Center** to install a City Resource Kiosk at their Mount Vernon facility. For consideration on the agenda at the August 13th, 2025 City Council meeting.

Honorable City Council Members:

I am writing to respectfully request that the City Council enact legislation authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with Westchester Neighborhood Health Center (WNHC) for the installation of a City-operated Resource Kiosk at their Mount Vernon facility.

This partnership supports the City's ongoing efforts to expand equitable access to essential City services. The proposed electronic kiosk will serve as a one-stop access point for residents to connect with a wide range of resources and programs, including:

- Filing housing and quality-of-life complaints
- Accessing senior services and benefits
- Exploring youth and recreation opportunities
- Learning about veterans' programs and support services

The MOU outlines mutual responsibilities for installation, maintenance, and access. The City will install and maintain the kiosk at its own expense, while WNHC will host the kiosk and provide reasonable access for City maintenance and support personnel. There is no additional cost to the City as the kiosks were already purchased with grant funds. The smart tablet will be provided by Management Services from existing inventory. The kiosk will remain the property of the City.

A copy of the proposed MOU is attached for your review. We believe this initiative represents a meaningful opportunity to bring City government closer to the community and improve service delivery for Mount Vernon residents.

We appreciate your consideration of this request and stand ready to provide additional information or respond to any questions you may have.





PLANNING & COMMUNITY DEVELOPMENT
ONE ROOSEVELT SQUARE
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JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

Sincerely,

A handwritten signature in dark ink, appearing to read 'James Rausse', is written over a light blue horizontal line.

JAMES RAUSSE, FAICP, WEDG

cc: Mayor Shawyn Patterson-Howard
Comptroller Darren M. Morton
Malcolm Clark, Chief of Staff





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 -1554

Agenda Date: 8/13/2025

Agenda #: 37.

City Council:

AN ORDINANCE AUTHORIZING THE OFFICE OF THE COMPTROLLER TO ESTABLISH A CUSTODIAL ACCOUNT FOR 55 PONDFIELD PARKWAY TO SUPPORT PLANNING BOARD CONSULTANT SERVICES

Whereas, in correspondence dated August 13, 2025, the Legislative Assistant to the City Council formally requested authorization for the Office of the City Comptroller to establish a custodial account to manage funds associated with the Planning Board review of the subdivision application at 55 Pondfield Parkway; and

Whereas, the City of Mount Vernon, through its Planning Board, is currently reviewing a subdivision application for the property located at 55 Pondfield Parkway; and

Whereas, in order to facilitate a comprehensive and expert evaluation of the application, the Planning Board requires the services of a qualified consultant; and

Whereas, the firm LaBella has prepared a scope of work to support the Planning Board's review and is poised to begin upon authorization and funding; and

Whereas, the establishment of a custodial account by the Office of the City Comptroller is necessary to manage funds deposited for such consulting services in accordance with applicable City policies and procedures; and

Whereas, said custodial account shall be used exclusively for the purpose of funding the professional services required for the review of the 55 Pondfield Parkway application and any future disbursements directly related to this project; and

Whereas, the City Council deems it in the best interest of the City and the Planning Board to authorize the creation of such a custodial account to ensure transparency, accountability, and compliance with all fiscal requirements; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization. The City Council hereby authorizes the Office of the City Comptroller to establish a custodial account to manage funds associated with the Planning Board review of the subdivision application at 55 Pondfield Parkway.

Section 2. Purpose of Account. The custodial account shall be utilized exclusively to:

- Retain and compensate a professional consultant and/or expert to assist the Planning Board in evaluating the subdivision application;
- Disburse funds in accordance with approved invoices submitted by the

consultant (LaBella) for services rendered;

- Ensure all financial activities related to this project are conducted in accordance with City fiscal policies and procedures.

Section 3. Project Identification. This custodial account shall be designated specifically for the project known as:

55 Pondfield Parkway

Applicant: Dan Amicucci

Email: dan@designbldr.com <<mailto:dan@designbldr.com>>

Phone: 914-907-3940

Section 4. Administration. The custodial account shall be administered by the Office of the City Comptroller in coordination with the Department of Planning & Community Development and the Planning Board. No disbursement shall be made without proper documentation and authorization.

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



CITY COUNCIL
CITY OF MOUNT VERNON
ONE ROOSEVELT SQUARE
MOUNT VERNON, NY 10550
(914) 665-2352 · FAX (914) 668-6044

CITY COUNCIL MEMBERS

Danielle Browne, Esq., President
Jaevon Boxhill
Cathlin B. Gleason
Edward Poteat
Derrick Thompson

August 13, 2025

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

Subject: Request to Establish Custodial Account for 55 Pondfield Parkway.

This letter respectfully requests that the City Council approve legislation authorizing the Office of the City Comptroller to establish a custodial account to support the management of funds associated with a Planning Board project. This custodial account will be used by the Planning Board to retain the services of a consultant and or expert in the review and evaluation of applications. The initial use of this custodial account will support the review of a subdivision application for:

55 Pondfield Parkway

c/o Dan Amicucci dan@designbldr.com
914-907-3940

The custodial account will be necessary to ensure proper management of funds and be in compliance with all city requirements. It will also allow the consultant for this project (LaBella) to proceed with the scope of work that has already been prepared for the current application before the Planning Board - 55 Pondfield Parkway.

If this meets with the City Council's approval, I ask that the necessary legislation be enacted to reflect this request. Thank you for your attention to this matter.

Sincerely,

Legislative Assistant to the
Mount Vernon City Council



PLANNING & COMMUNITY DEVELOPMENT
ONE ROOSEVELT SQUARE
MOUNT VERNON, NEW YORK 10550
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JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

August 11, 2025

VIA EMAIL:

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

RE: Request for the City Council to enact legislation to amend the Professional Services Agreement between LaBella Associates, DPC and the City of Mount Vernon to add consulting services for Planning Board review. For consideration on the agenda at the May 28th, 2025 City Council meeting.

Honorable City Council Members:

I am writing to respectfully request for the City Council to enact legislation amend the Professional Services Agreement between LaBella Associates, DPC and the City of Mount Vernon to add consulting services for Planning Board review.

As per Article XVII of the Rules of Procedure for the City of Mount Vernon Planning Board, "The Board may hire any consultant and/or expert necessary to assist the Board in reviewing and evaluating an application." The Rules of Procedure go on to establish a method of payment for these consultant services using an escrow account funded by a project applicant.

The Planning Board is currently in need of consultant services to assist in their review of a subdivision application for 55 Pondfield Parkway and it would be beneficial to both the Planning Board and future applicants to have a consultant in place who can provide these services in relatively short order once the Planning Board identifies an application that is in need of additional review.

The Department of Planning and Community Development has requested LaBella to prepare a change order that will be reviewed by the Law Department prior to the May 28th, 2025 City Council meeting. If approved by the Mayor and City Council, this will allow LaBella to proceed with the scope of work that has already been prepared for the current application before the Planning Board (55 Pondfield Parkway) as well as future applications.

We thank the City Council for its consideration with this matter. It is critical for PCD to be able to help process and resolve matters before the City's land use boards as expeditiously as possible so as to not impede the future growth of the City or cause unnecessary delays for applicants before our Boards. I am available to address any questions or concerns you may have regarding this request.

Sincerely,

JAMES RAUSSE, FAICP, WEDG





PLANNING & COMMUNITY DEVELOPMENT
ONE ROOSEVELT SQUARE
MOUNT VERNON, NEW YORK 10550
PHONE: (914) 840-4029
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JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

cc: Mayor Shawyn Patterson-Howard
Comptroller Darren M. Morton
Malcolm Clark, Chief of Staff
Brian Johnson, Corporation Counsel
City Planning Board Commissioners





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 -1557

Agenda Date: 8/13/2025

Agenda #: 38.

City Council:

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MOUNT VERNON REFERRING PROPOSED
AMENDMENTS TO THE CODE OF THE CITY OF
MOUNT VERNON, EXTENDING THE EXPIRATION OF
APPROVALS FROM THE CITY'S LAND USE BOARDS
TO THE CITY CORPORATION COUNSEL, CITY
PLANNING BOARD, AND WESTCHESTER COUNTY
PLANNING BOARD, AND SCHEDULING A PUBLIC HEARING**

WHEREAS, the City Council of the City of Mount Vernon proposes to amend Chapter 10 (Architectural Review Board) and Chapter 267 (Zoning) of the Code of the City of Mount Vernon to extend the expiration of approvals from the City's Land Use Boards from two years to 30 months after the issuance of a building permit ("Code Amendment"); and

WHEREAS, although one- and two-family residential projects can typically be completed within the presently allotted two years after receiving a building permit, anticipated changes to the City's zoning after the completion of the comprehensive plan will likely lead to more multi-family or commercial projects, which have the potential to take longer to construct; and

WHEREAS, requiring applicants to return to multiple boards for approval extensions creates additional cost and burden for applicants and adds to the workload of the City's volunteer boards and the staff that serve them, and the City Council finds that it is necessary and desirable, as a matter of public policy, to allow applicants an additional six months (for a total of 30) to complete their construction projects and to help applicants avoid these extra costs, while still requiring construction to be completed within a reasonable timeframe; and

WHEREAS, the City Council, in conjunction with its Staff, prepared a draft "Ordinance to Amend Chapter 10 (Architectural Review Board) and Chapter 267 (Zoning) of the Code of the City of Mount Vernon to Extend the Expiration of Approvals from the City's Land Use Boards from Two Years to 30 Months" ("Code Amendment"), a copy of which is annexed to this Resolution; and

WHEREAS, the Code Amendment is classified as a Type II Action under the New York State Environmental Quality Review Act and its implementing regulations, 6 N.Y.C.R.R. Part 617 ("SEQRA"), and no further review is required in accordance with SEQRA; and

WHEREAS, the City Council is required to refer the Code Amendment to the Corporation Counsel and Planning Board for their respective reviews and reports pursuant to Section 267-59 of the Code; and

WHEREAS, Section 267-59 of the Code requires the Corporation Counsel and the Planning Board to report its recommendations to the City Council with respect to the Code Amendment within 30 days after referral; and

WHEREAS, the City Council is also required to refer the Code Amendment to the Westchester County Planning Board pursuant to Section 267-62 of the Code, and Section 239-m of the General Municipal Law; and

WHEREAS, the City Council is desirous of scheduling a Public Hearing on the Zoning Amendment for September 10, 2025, pursuant to Section 267-60 of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby designates itself as Lead Agency for review of the Code Amendment under SEQRA; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Clerk to refer the Code Amendment to the City of Mount Vernon Corporation Counsel and Planning Board for their respective reports pursuant to Section 267-59 of the Code; and be it

BE IT FURTHER RESOLVED, that the City Council authorizes the City Clerk to refer the Code Amendment to the Westchester County Planning Board in accordance with Section 267-62 of the Code, and Section 239-m of the General Municipal Law; and

BE IT FURTHER RESOLVED, that the City Council shall hold a Public Hearing on the Code Amendment on September 10, 2025, at 7:00 p.m. in City Hall, Council Chambers - Room 206, 1 Roosevelt Square N., Mount Vernon, New York, 10550, where public comment will be heard regarding the Code Amendment, and written comments on the Code Amendment are requested, and will be accepted by the City Council up to ten (10) days following the close of the Public Hearing; and

BE IT FURTHER RESOLVED, that the City Clerk shall arrange to fulfill the notice requirements for the Public Hearing pursuant to Section 267-61 of the Code; and

FURTHER RESOLVED, that this Resolution shall take effect immediately.



PLANNING & COMMUNITY DEVELOPMENT
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JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

August 4, 2025

VIA EMAIL:

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

RE: Request for the City Council to enact legislation to update the City Municipal Code to extend the expiration of approvals from the City's Land Use Boards from 2 years to 30 months after the issuance of a building permit.
For consideration on the agenda at the August 13, 2025 City Council meeting.

Honorable City Council Members:

I am writing to respectfully request for the City Council to enact legislation to extend the expiration of approvals from the City's Land Use Boards. This would require an amendment to *Chapter 267 – Zoning* as well as *Chapter 10 – Architectural Review Board*.

All three of the City's Land Use Boards (Planning Board, Zoning Board of Appeals and Architectural Review Board) currently issue approvals to applicants which expire if construction has not been completed within 2 years of the issuance of a building permit. In recent months, however, this has led to a number of requests for time extensions for situations where work was not completed within 2 years.

While 1- and 2-family residential projects can typically be completed within two years after receiving a building permit, anticipated changes to the City's zoning after the completion of the comprehensive plan will likely lead to more multi-family or commercial projects which have the potential to take longer to construct. To bring applicants back in front of multiple boards for approval extensions creates additional cost and burden for applicants and adds to the workload of our volunteer boards and the staff that serve them. We believe that allowing applicants an additional 6 months to complete their construction projects will help applicants avoid these extra costs, while still requiring construction to be completed within a reasonable timeframe.

Specifically, we recommend the following sections of the municipal code be amended as follows:

§ 267-49 Expiration.

A variance granted under this chapter shall automatically expire if a building permit for construction in accordance with the plans for which such variance was granted has not been issued within one year of the date of the variance and if all construction is not completed within ~~two years~~ **[30 months]** of the date of issuance of the building permit, or if both have not occurred within such other time limits as may be established by the Board of Appeals in connection with its decision. Such time limits shall be tolled by any judicial proceedings to review the Board's decision.

§ 267-36(D) Expiration. Unless otherwise specifically set forth by the Planning Board in connection with its approval of a site plan, such approval shall expire if a building permit is not issued within one year from the date of approval and if





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JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

all construction work is not completed within ~~two years~~ **[30 months]** of the date of issue of such permit. Upon application to the Planning Board, extensions totaling a maximum of 12 months may be granted to each of these time periods, for appropriate cause. Such time limits shall be tolled by any judicial proceedings to review the Board's decision.

§ 10-8(E) Expiration. Unless otherwise specifically set forth by the Architectural Review Board in connection with its approval of a certificate of appropriateness, such approval shall expire if a building permit is not issued within one year from the date of approval and if all construction work is not completed within ~~two years~~ **[30 months]** of the date of issue of such permit. Upon application to the Architectural Review Board, extensions totaling a maximum of 12 months may be granted to each of these time periods for appropriate cause. Such time limits shall be tolled by any judicial proceedings to review the Architectural Review Board's decision.

We thank the City Council for your support in addressing the needs in the city. I am available to address any questions or concerns you may have regarding this request.

Sincerely,

JAMES RAUSSE, FAICP, WEDG

cc: Mayor Shawyn Patterson-Howard
Comptroller Darren M. Morton
Malcolm Clark, Chief of Staff



**A RESOLUTION OF THE CITY OF MOUNT VERNON CITY COUNCIL
REFERRING PROPOSED AMENDMENTS TO THE CODE OF THE CITY OF
MOUNT VERNON EXTENDING THE EXPIRATION OF APPROVALS FROM
THE CITY'S LAND USE BOARDS TO THE CITY CORPORATION COUNSEL,
CITY PLANNING BOARD, AND WESTCHESTER COUNTY
PLANNING BOARD, AND SCHEDULING A PUBLIC HEARING**

WHEREAS, the City Council of the City of Mount Vernon proposes to amend Chapter 10 (Architectural Review Board) and Chapter 267 (Zoning) of the Code of the City of Mount Vernon to extend the expiration of approvals from the City's Land Use Boards from two years to 30 months after the issuance of a building permit ("Code Amendment"); and

WHEREAS, although one- and two-family residential projects can typically be completed within the presently allotted two years after receiving a building permit, anticipated changes to the City's zoning after the completion of the comprehensive plan will likely lead to more multi-family or commercial projects which have the potential to take longer to construct; and

WHEREAS, requiring applicants to return to multiple boards for approval extensions creates additional cost and burden for applicants and adds to the workload of the City's volunteer boards and the staff that serve them, and the City Council finds that it is necessary and desirable, as a matter of public policy, to allow applicants an additional six months (for a total of 30) to complete their construction projects and to help applicants avoid these extra costs, while still requiring construction to be completed within a reasonable timeframe; and

WHEREAS, the City Council, in conjunction with its Staff, prepared a draft "Ordinance to Amend Chapter 10 (Architectural Review Board) and Chapter 267 (Zoning) of the Code of the City of Mount Vernon to Extend the Expiration of Approvals from the City's Land Use Boards from Two Years to 30 Months" ("Code Amendment"), a copy of which is annexed to this Resolution; and

WHEREAS, the Code Amendment is classified as a Type II Action under the New York State Environmental Quality Review Act and its implementing regulations, 6 N.Y.C.R.R. Part 617 ("SEQRA"), and no further review is required in accordance with SEQRA; and

WHEREAS, the City Council is required to refer the Code Amendment to the Corporation Counsel and Planning Board for their respective reviews and reports pursuant to Section 267-59 of the Code; and

WHEREAS, Section 267-59 of the Code requires the Corporation Counsel and the Planning Board to report its recommendations to the City Council with respect to the Code Amendment within 30 days after referral; and

WHEREAS, the City Council is also required to refer the Code Amendment to the Westchester County Planning Board pursuant to Section 267-62 of the Code, and Section 239-m of the General Municipal Law; and

WHEREAS, the City Council is desirous of scheduling a Public Hearing on the Zoning Amendment for _____, 2025 pursuant to Section 267-60 of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby designates itself as Lead Agency for review of the Code Amendment under SEQRA; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Clerk to refer the Code Amendment to the City of Mount Vernon Corporation Counsel and Planning Board for their respective reports pursuant to Section 267-59 of the Code; and be it

BE IT FURTHER RESOLVED, that the City Council authorizes the City Clerk to refer the Code Amendment to the Westchester County Planning Board in accordance with Section 267-62 of the Code, and Section 239-m of the General Municipal Law; and

BE IT FURTHER RESOLVED, that the City Council shall hold a Public Hearing on the Code Amendment on _____, 2025, at 7:00 p.m. in City Hall, Council Chambers – Room 206, 1 Roosevelt Square N., Mount Vernon, New York, 10550, where public comment will be heard regarding the Code Amendment, and written comments on the Code Amendment are requested, and will be accepted by the City Council up to ten (10) days following the close of the Public Hearing; and

BE IT FURTHER RESOLVED, that the City Clerk shall arrange to fulfill the notice requirements for the Public Hearing pursuant to Section 267-61 of the Code; and

FURTHER RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM

Council Person

THIS RESOLUTION
ADOPTED BY CITY COUNCIL

Assistant Corporation Counsel

President

Attest:

City Clerk

APPROVED

APPROVED
Dept. _____

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 -1558

Agenda Date: 8/13/2025

Agenda #: 39.

City Council:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MOUNT VERNON, DESIGNATING ITSELF AS LEAD
AGENCY FOR PROPOSED ZONING AMENDMENTS
REGARDING HEALTH CLUBS IN THE MX-1, MVW-H,
MVW-C, NB, OB, DB, CB, LI-7.5, LI-15, I, TOD-1, AND
DTOAD DISTRICTS, REFERRING THE AMENDMENTS
TO THE CITY CORPORATION COUNSEL, CITY
PLANNING BOARD, AND WESTCHESTER COUNTY
PLANNING BOARD, AND SCHEDULING A PUBLIC HEARING**

WHEREAS, the City Council of the City of Mount Vernon proposes to amend Chapter 267 (Zoning) of the Code of the City of Mount Vernon (“Code”) to permit and regulate, as principal permitted uses, “Health Clubs” in the City’s MX-1 Commercial Corridor, MVW-H Mount Vernon West Transit Oriented Development Zone (Hub), MVW-C Mount Vernon West Transit Oriented Development Zone (Corridor), NB Neighborhood Business, OB Office Business, DB Downtown Business, CB Commercial Business, LI-7.5 Landscaped Industrial, LI-15 Landscaped Industrial, I Industry, TOD-1 Mount Vernon East TOD High Density, and DTOAD Downtown Transit Oriented Arts Districts in the City of Mount Vernon; and

WHEREAS, the City Council finds that it is necessary and desirable, as a matter of public policy, to permit health clubs as principal permitted uses in the aforementioned Districts in the City of Mount Vernon; and

WHEREAS, Chapter 267 already provides a definition of “Health Club” in Section 267-4 (Definitions), as well as parking requirements for “Health Clubs” in 267 Attachment 3 (Off-Street Parking and Loading Space Requirements), suggesting that the absence of health clubs being listed as a permitted use in any district was an oversight or error in the existing Code; and

WHEREAS, the City Council, in conjunction with its Staff, prepared a draft “Ordinance to Amend Chapter 267 (Zoning) of the Code of the City of Mount Vernon to Permit and Regulate Health Clubs in the MX-1, MVW-H, MVW-C, NB, OB, DB, CB, LI-7.5, LI-15, I, TOD-1, and DTOAD Districts” (“Code Amendment”), a copy of which is annexed to this Resolution; and

WHEREAS, the Code Amendment is classified as a Type I Action under the New York State Environmental Quality Review Act and its implementing regulations, 6 N.Y.C.R.R. Part 617 (“SEQRA”); and

WHEREAS, the City Council desires to designate itself as Lead Agency for the review of the Code Amendment under SEQRA pursuant to 6 N.Y.C.R.R. Section 617.6(b)(1); and

WHEREAS, the City Council is required to refer the Code Amendment to the Corporation Counsel and Planning Board for their respective reviews and reports pursuant to Section 267-59 of the Code; and

WHEREAS, Section 267-59 of the Code requires the Corporation Counsel and the Planning Board to report its recommendations to the City Council with respect to the Code Amendment within 30 days after referral; and

WHEREAS, the City Council is also required to refer the Code Amendment to the Westchester County Planning Board pursuant to Section 267-62 of the Code, and Section 239-m of the General Municipal Law; and

WHEREAS, the City Council is desirous of scheduling a Public Hearing on the Zoning Amendment for September 10, 2025, pursuant to Section 267-60 of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby designates itself as Lead Agency for review of the Code Amendment under SEQRA; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Clerk to refer the Code Amendment to the City of Mount Vernon Corporation Counsel and Planning Board for their respective reports pursuant to Section 267-59 of the Code; and be it

BE IT FURTHER RESOLVED, that the City Council authorizes the City Clerk to refer the Code Amendment to the Westchester County Planning Board in accordance with Section 267-62 of the Code, and Section 239-m of the General Municipal Law; and

BE IT FURTHER RESOLVED, that the City Council shall hold a Public Hearing on the Code Amendment on September 10, 2025 at 7:00 p.m. in City Hall, Council Chambers - Room 206, 1 Roosevelt Square N., Mount Vernon, New York, 10550, where public comment will be heard regarding the Code Amendment, and written comments on the Code Amendment are requested, and will be accepted by the City Council up to ten (10) days following the close of the Public Hearing; and

BE IT FURTHER RESOLVED, that the City Clerk shall arrange to fulfill the notice requirements for the Public Hearing pursuant to Section 267-61 of the Code; and

FURTHER RESOLVED, that this Resolution shall take effect immediately.



PLANNING & COMMUNITY DEVELOPMENT
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JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

August 6, 2025

VIA EMAIL:

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

RE: Request for the City Council to enact legislation to update the City Municipal Code to permit and regulate gyms and health clubs. For consideration on the agenda at the August 13, 2025 City Council meeting.

Honorable City Council Members:

I am writing to respectfully request for the City Council to enact legislation to update the City Municipal Code to permit and regulate gyms and health clubs. This would require an amendment to *Chapter 267 – Zoning*.

Although Mount Vernon has several existing and well-known gyms/health clubs that have operated in the city for many years, Chapter 267 – Zoning does not list gyms or health clubs as permitted uses anywhere in the city. This has meant that these businesses, although currently operating, cannot receive Certificates of Tenancy or Certificates of Occupancy from the Building Department. This has also meant that new businesses of this type cannot receive approvals from any of the city's land use boards.

Although not listed as a permitted use in *Chapter 267 – Zoning*, this chapter does, however, contain a definition for health clubs as follows:

HEALTH CLUB - Membership facilities designed and used for body conditioning and rehabilitation, including activities such as aerobic and related class exercises. Health clubs may contain equipment such as whirlpools, saunas, steam rooms, showers, locker facilities and, as an accessory use, a health food bar.

Health clubs are also listed in the schedule of off-street parking and loading requirements with a parking requirement of 5 spaces per 1,000 sf of gross floor area.

Given that *Chapter 267 – Zoning* already provides the above definition and parking requirements for Health Clubs, it suggests that the absence of health clubs being listed as a permitted use in the ordinance is perhaps an oversight or error in the existing code. We believe that the best course of action would be for the City Council to consider making an amendment to the Zoning Ordinance to add health clubs as principal permitted uses in the following zoning districts: CB, NB, DB, OB, LI-7.5, I, MVW-H, MVW-C, DTOAD, MX-1, TOD-1. We also recommend that the definition of Health Club be amended to include mention of amenities such as free weights, cardio equipment and boxing equipment, since these amenities are now commonly found in health club facilities.

We thank the City Council for your support in addressing the needs in the city. I am available to address any questions or concerns you may have regarding this request.





PLANNING & COMMUNITY DEVELOPMENT
ONE ROOSEVELT SQUARE
MOUNT VERNON, NEW YORK 10550
PHONE: (914) 840-4029
EMAIL: TGRAHAM-OUATTARA@CMVNY.COM

JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

Sincerely,

JAMES RAUSSE, FAICP, WEDG

cc: Mayor Shawyn Patterson-Howard
Comptroller Darren M. Morton
Malcolm Clark, Chief of Staff



**A RESOLUTION OF THE CITY OF MOUNT VERNON CITY COUNCIL
DESIGNATING ITSELF AS LEAD AGENCY FOR PROPOSED ZONING
AMENDMENTS REGARDING HEALTH CLUBS IN THE MX-1, MVW-H,
MVW-C, NB, OB, DB, CB, LI-7.5, LI-15, I, TOD-1, AND DTOAD DISTRICTS,
REFERRING THE AMENDMENTS TO THE CITY CORPORATION COUNSEL,
CITY PLANNING BOARD, AND WESTCHESTER COUNTY
PLANNING BOARD, AND SCHEDULING A PUBLIC HEARING**

WHEREAS, the City Council of the City of Mount Vernon proposes to amend Chapter 267 (Zoning) of the Code of the City of Mount Vernon (“Code”) to permit and regulate, as principal permitted uses, “Health Clubs” in the City’s MX-1 Commercial Corridor, MVW-H Mount Vernon West Transit Oriented Development Zone (Hub), MVW-C Mount Vernon West Transit Oriented Development Zone (Corridor), NB Neighborhood Business, OB Office Business, DB Downtown Business, CB Commercial Business, LI-7.5 Landscaped Industrial, LI-15 Landscaped Industrial, I Industry, TOD-1 Mount Vernon East TOD High Density, and DTOAD Downtown Transit Oriented Arts Districts in the City of Mount Vernon; and

WHEREAS, the City Council finds that it is necessary and desirable, as a matter of public policy, to permit health clubs as principal permitted uses in the aforementioned Districts in the City of Mount Vernon; and

WHEREAS, Chapter 267 already provides a definition of “Health Club” in Section 267-4 (Definitions), as well as parking requirements for “Health Clubs” in 267 Attachment 3 (Off-Street Parking and Loading Space Requirements), suggesting that the absence of health clubs being listed as a permitted use in any district was an oversight or error in the existing Code; and

WHEREAS, the City Council, in conjunction with its Staff, prepared a draft “Ordinance to Amend Chapter 267 (Zoning) of the Code of the City of Mount Vernon to Permit and Regulate Health Clubs in the MX-1, MVW-H, MVW-C, NB, OB, DB, CB, LI-7.5, LI-15, I, TOD-1, and DTOAD Districts” (“Code Amendment”), a copy of which is annexed to this Resolution; and

WHEREAS, the Code Amendment is classified as a Type I Action under the New York State Environmental Quality Review Act and its implementing regulations, 6 N.Y.C.R.R. Part 617 (“SEQRA”); and

WHEREAS, the City Council desires to designate itself as Lead Agency for the review of the Code Amendment under SEQRA pursuant to 6 N.Y.C.R.R. Section 617.6(b)(1); and

WHEREAS, the City Council is required to refer the Code Amendment to the Corporation Counsel and Planning Board for their respective reviews and reports pursuant to Section 267-59 of the Code; and

WHEREAS, Section 267-59 of the Code requires the Corporation Counsel and the Planning Board to report its recommendations to the City Council with respect to the Code Amendment within 30 days after referral; and

WHEREAS, the City Council is also required to refer the Code Amendment to the Westchester County Planning Board pursuant to Section 267-62 of the Code, and Section 239-m of the General Municipal Law; and

WHEREAS, the City Council is desirous of scheduling a Public Hearing on the Zoning Amendment for [REDACTED], 2025 pursuant to Section 267-60 of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby designates itself as Lead Agency for review of the Code Amendment under SEQRA; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Clerk to refer the Code Amendment to the City of Mount Vernon Corporation Counsel and Planning Board for their respective reports pursuant to Section 267-59 of the Code; and be it

BE IT FURTHER RESOLVED, that the City Council authorizes the City Clerk to refer the Code Amendment to the Westchester County Planning Board in accordance with Section 267-62 of the Code, and Section 239-m of the General Municipal Law; and

BE IT FURTHER RESOLVED, that the City Council shall hold a Public Hearing on the Code Amendment on [REDACTED], 2025, at 7:00 p.m. in City Hall, Council Chambers – Room 206, 1 Roosevelt Square N., Mount Vernon, New York, 10550, where public comment will be heard regarding the Code Amendment, and written comments on the Code Amendment are requested, and will be accepted by the City Council up to ten (10) days following the close of the Public Hearing; and

BE IT FURTHER RESOLVED, that the City Clerk shall arrange to fulfill the notice requirements for the Public Hearing pursuant to Section 267-61 of the Code; and

FURTHER RESOLVED, that this Resolution shall take effect immediately.

Council Person

APPROVED AS TO FORM

THIS RESOLUTION
ADOPTED BY CITY COUNCIL

Assistant Corporation Counsel

President

Attest:

City Clerk

APPROVED

APPROVED
Dept. _____

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 -1573

Agenda Date: 8/19/2025

Agenda #: 40.

City Council:

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A CUSTODIAL ACCOUNT FOR THE SENTINEL ON THIRD PROJECT

Whereas, in correspondence dated August 8, 2025, the City Clerk formally requested authorization for the Office of the City Comptroller to establish a custodial account to hold funds related to the Sentinel on Third development project; and

Whereas, the City of Mount Vernon recognizes the importance of effective fiscal management and oversight in relation to development projects within the City; and

Whereas, the developer of the project known as “Sentinel on Third” is required to complete a formal presentation to the City Council and submit a full application as part of the City’s development review process; and

Whereas, the City requires reimbursement for attorney fees associated with the legal review and advisory services related to this development; and

Whereas, the Office of the City Comptroller has determined that the establishment of a custodial account is the most efficient means to hold and manage such funds in compliance with City requirements; and

Whereas, the creation of this custodial account will streamline the onboarding process for the Sentinel on Third project and facilitate a smooth transition into the City Council review phase once the developer is prepared to move forward; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Establish Custodial Account. The Office of the City Comptroller is hereby authorized and directed to establish a custodial account to hold funds related to the Sentinel on Third development project.

Section 2. Purpose of the Custodial Account. The custodial account shall serve as a temporary holding account until:

1. The developer has successfully completed their required presentation to the City Council;
2. The developer has submitted a complete and proper application in accordance with City requirements; and
3. The City has received reimbursement for all attorney fees associated with the development review.

Section 3. Administration of Funds. The Office of the City Comptroller shall manage and account for all funds deposited into the custodial account in accordance with applicable City policies, State laws, and generally accepted accounting principles.

Section 4. Disbursement of Funds. No funds shall be released from the custodial account until all conditions set forth in Section 2 have been met, and any disbursement shall be authorized in writing by the Comptroller in consultation with the City's Corporation Counsel.

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



CITY COUNCIL
CITY OF MOUNT VERNON
ONE ROOSEVELT SQUARE
MOUNT VERNON, NY 10550
(914) 665-2352 · FAX (914) 668-6044

CITY COUNCIL MEMBERS

Danielle Browne, President
Jaevon Boxhill
Cathlin Gleason
Edward Poteat
Derrick Thompson

Nicole Bonilla, MBA
CITY CLERK

Jordan A. Riullano, J.D.
DEPUTY CITY CLERK

August 8, 2025

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

Subject: Request to Establish a Custodial Account - Sentinel on Third

This letter respectfully requests that the City Council approve legislation authorizing the Office of the City Comptroller to establish a custodial account for the above-mentioned project. This custodial account will serve as a holding account until the developer of this project successfully completes their required presentation to the City Council and successfully submits their application, and reimbursement for attorney fees associated with the development.

A custodial account is necessary to ensure proper management of funds to follow all city requirements. This will help streamline the onboarding process for this project and make for a smoother transition once the developer is prepared to move forward with the City Council review process.

If this meets with the City Council's approval, please approve the above requested legislation. Thank you for your attention to this matter.

Sincerely,

Nicole Bonilla, MBA
City Clerk