

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-revised

Monday, February 9, 2026

7:00 PM

City Council Chambers

City Council Work Session

NICOLE BONILLA, MBA
City Clerk

JORDAN A. RIULLANO, JD
Deputy City Clerk

LEGISLATION AND PUBLIC WORKS

1. **Public Works:** Department of Public Works: An Ordinance Amending Chapter 140 - Garbage, Rubbish and Refuse, Article I - Garbage and Rubbish Collection, §140-6 entitled Penalties for Offenses of the Code of the City of Mount Vernon

Code: LPW
Attachments: [DPW 1.29.26 140_6 Code Amendment](#)

2. **Public Works:** Department of Public Works: An Ordinance Amending Chapter 140-24 of the Code of the City of Mount Vernon Relating to Unauthorized Dumping; Fines

Code: LPW
Attachments: [DPW 1.29.26 140_24 Code Amendment](#)

3. **Public Works:** Department of Public Works: An Ordinance Amending Article I - Preservation of Good Order, Chapter 191 - Peace and Good Order, §191-3(D) - Littering; Fine of the Code of the City of Mount Vernon to Revise the Fine Schedule for Littering Violations

Code: LPW
Attachments: [DPW 1.29.26 191_3 Code Amendment](#)

4. **Public Works:** Department of Public Works: An Ordinance Amending Article VIII - Street and Sidewalk Obstructions, §227-38 - Permit Required; Exception - Penalty Provision Added) of the Code of the City of Mount Vernon

Code: LPW
Attachments: [DPW 1.29.26 227_38 Code Amendment](#)

5. **Public Works:** Department of Public Works: An Ordinance Amending Chapter 227, §227-55 of the Code of the City of Mount Vernon (Driving Vehicles Over Sidewalks - Added Penalty Provision)

Code: LPW
Attachments: [DPW 1.29.26 227_55 Code Amendment](#)

6. **Public Works:** Department of Public Works: An Ordinance Amending Chapter 227, §227-56 of the City Code of the City of Mount Vernon, entitled "Removal of Snow and Ice"

Code: LPW
Attachments: [DPW 1.29.26 226_56 Code Amendment](#)

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7. **City Clerk:** City Council: A Local Law Amending the City Charter to Codify the Positions of Chief of Staff and Deputy Chief of Staff within the Office of the Mayor
- Code:** LPW
- Attachments:** [Chief of Staff and Deputy Chief of Staff Local Law](#)
8. **Building:** City Council: A Local Law Amending the City Charter Regarding the Composition of the Capital Projects Board
- Code:** LPW
- Attachments:** [Local Law for Capital Projects Board](#)
9. **City Clerk:** City Clerk: A Resolution Establishing the Standard Workdays and Reporting Guidelines for Elected and Appointed Officials
- Code:** LPW
- Attachments:** [Resolution Standard Work Day and ROA 2025](#)

HUMAN RESOURCES

No Items

PUBLIC SAFETY AND CODES

10. **Consumer Protection:** Consumer Protection: January 2026 Monthly Report
- Code:** PSC
- Attachments:** [January 2026 monthly report](#)
11. **City Clerk:** City Council: A Local Law Amending the Vehicle and Traffic Law Authorizing the City of Mount Vernon to Establish a Traffic-Control Signal Photo Monitoring Demonstration Program
- Code:** PSC
- Attachments:** [Local Law for Red Light Cameras](#)

FINANCE AND PLANNING

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12. **Planning:** Department of Planning and Community Development: An Ordinance Authorizing the Collection of Parking Fee-In-Lieu Payments Associated with Parking Variances Pending the Adoption of a New Zoning Ordinance
- Code:** FP
- Attachments:** [Referral Letter parking in lieu for cc final-501 2.2.26](#)
[Zoning 267 - Multi-family parking requirement](#)
13. **Planning:** Department of Planning and Community Development: An Ordinance Authorizing the Mayor to Execute a First Contract Amendment with Mercy University to extend the Performance Period of the Mount Vernon Financial Empowerment Center Program and to Incorporate Legacy Planning Services
- Code:** FP
- Attachments:** [1.16.2026 Referral Letter FEC First Amendment Contract Extention MU FEC.MU.Executed.Agreement.2024](#)
14. **Planning:** Department of Planning and Community Development: An Ordinance Authorizing the Mayor to Execute a Professional Services Agreement with ARUP for Phase II of a New York State Energy Research and Development Authority (NYSERDA)-Funded Project
- Code:** FP
- Attachments:** [ARUP Agreement Carbon Solutions Referral Letter 2.3.2026](#)
15. **Real Estate Committee:** Real Estate Committee: An Ordinance Rescinding the Recommendation for the Sale of Certain City-Owned Property Located at 328 South 1st Avenue, Mount Vernon, New York - (Parcel ID: 169.31.3120.01)
- Code:** FP
- Attachments:** [Rescind ltr 328 South 1st Avenue. 2nd 2026](#)
16. **Real Estate Committee:** Real Estate Committee: An Ordinance Authorizing the Sale and Conveyance of City-Owned Property Located at 328 South 1st Avenue, Mount Vernon, New York - (Parcel ID: 169.31.3120.01)
- Code:** FP
- Attachments:** [Recommendation ltr 328 South 1st Avenue.2nd 2026](#)
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17. **City Clerk:** City Council: A Local Law Authorizing the Amendment of the City Charter Regarding Budget Schedule
- Code:** FP
- Attachments:** [Budget Schedule Local Law](#)
18. **City Clerk:** City Council: A Local Law Amending Article XV of the Charter of the City of the City of Mount Vernon to Establish an Installment Payment Plan for Delinquent Property Taxes
- Code:** FP
- Attachments:** [Local Law for Tax installment Plans](#)
19. **City Clerk:** City Council: A Resolution of the City Council of the City of Mount Vernon, Declaring Itself as Lead Agency for a Petition Seeking Zoning Text and Map Amendments and Related Land Use Approvals by Grace Baptist Church
- Code:** FP
- Attachments:** Grace Baptist Church Lead Agency

ADD-ON

LEGISLATION AND PUBLIC WORKS

20. **Public Works:** Department of Public Works: An Ordinance Authorizing the Transfer and Consolidation of One (1) Senior Account Clerk Position and One (1) Secretary Position into the Title of Assistant Commissioner of Public Works, Amending the 2026 Fiscal Year Salary Schedule, and Granting a Leave of Absence
- Code:** LPW
- Attachments:** [City Council Referral Letter - Ms. Lomari Payne - Assistant Commissioner - Revised - February 5, 2026](#)
[ASSISTANTCOMMISSIONEROFPUBLICWORKSJOBSPEC](#)

21. **Mayors Office:** Department of Public Works / Office of the Mayor: An Ordinance AAuthorizing the Transfer, Reclassification, Funding, and Salary Amendment of the Position of DPW - Deputy Commissioner (Administrative) to Chief of Infrastructure and Capital Improvements within the Office of the Mayor

Code: LPW

Attachments: [Chief of Infrastructure and Capital Improvements Referral Letter](#)
[Chief of Infrastructure and Capital Improvements Specs](#)

22. **Public Works:** Department of Public Works: An Ordinance Authorizing the Transfer of One (1) Code Enforcement Officer Position to the Title of Code Enforcement Coordinator within the Department of Public Works, Approving a Budget Transfer, Amending the 2026 Fiscal Year Salary Schedule, and Granting a Leave of Absence

Code: LPW

Attachments: City Council Referral Letter - Mr. Jawwad Abdul-Halim - Code Enforcement Coordinator
- Revised - February 5 2026
CODEENFORCEMENTCOORDINATORJOB
SPEC2026



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

SHAWYN PATTERSON-HOWARD
Mayor

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email:dpwconcerns@mountvernonny.gov

DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

RYAN ULRICH
Deputy Commissioner

January 29th, 2025

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

Re: Amendment to City Code Chapter 140-2 (Receptacles)

Dear Honorable City Council Members:

The Department of Public Works respectfully submits for your consideration a proposed amendment to Chapter 140, §140-6 of the City Code to revise the penalty schedule for violations of the garbage, rubbish, and refuse regulations.

The current code provides a broad fine range. The proposed amendment replaces that range with a defined, graduated structure based on repeat offenses. This change is intended to support consistent enforcement and improve compliance by clearly establishing escalating penalties for repeat violations.

The revised penalty schedule would read as follows:

- First offense: \$100
- Second offense: \$500
- Third and subsequent offenses: \$1,000

Proposed Code Revision — §140-6

Current Language (to be removed):

[Any person who shall violate any of the provisions of this article or rules promulgated by the Commissioner pursuant to this article shall, on conviction thereof, be subject to a fine of not less than \$100 nor more than \$1,000]

New Language (to be adopted):

Any person who shall violate any provision of this article or any rule promulgated by the Commissioner pursuant to this article shall, upon conviction, be subject to the following fines:

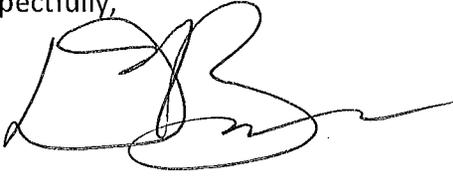
- (1) First offense: \$100**
- (2) Second offense: \$500**
- (3) Third and each subsequent offense: \$1,000.**

Requested Action

The Department of Public Works respectfully requests that the City Council approve the amendment to Chapter 140, §140-6 adopting the graduated penalty schedule as outlined above.

Thank you for your consideration. Please contact my office if additional information is needed.

Respectfully,

A handwritten signature in black ink, appearing to read 'Damani L. Bush', with a stylized flourish extending to the right.

Damani L. Bush
Commissioner of Public Works
DB/db



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Mayor

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RYAN ULRICH
Deputy Commissioner

January 29th, 2025

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

Re: Amendment to City Code Chapter 140-24 (Unauthorized Dumping)

Dear Honorable City Council Members:

The Department of Public Works respectfully submits for your consideration a proposed amendment to Chapter 140, §140-24 of the City Code concerning unauthorized dumping violations and associated penalties.

This amendment is intended to strengthen and clarify the enforcement framework for illegal dumping. Field experience has shown that updates to this section are warranted to improve deterrence and support enforcement actions.

Under the proposed amendment, the penalty schedule would be:

- First offense: \$10,000
- Second offense: \$15,000
- Third and subsequent offenses: \$20,000

Proposed Code Revision — §140-24 (Penalty Subsection Only)

Current Language (to be removed):

[Any person who violates the provisions of this section shall be liable for a fine of not less than \$5,000 nor more than \$20,000. In addition, every owner of a dump truck or other vehicle shall be liable for a fine of not less than \$1,500 nor more than \$10,000 for each offense of unlawful dumping described in §140-24 by any person using or operating the same in the business of such owner or otherwise, with the permission, express or implied of such owner.]

New Language (to be adopted):

Any person who violates the provisions of this section shall be liable for the following fines:

- (1) First offense: \$10,000

(2) Second offense: \$15,000

(3) Third and each subsequent offense: \$20,000.

In addition, every owner of a dump truck or other vehicle shall be liable for a fine of not less than \$1,500 nor more than \$10,000 for each offense of unlawful dumping described in §140-24 by any person using or operating the same in the business of such owner or otherwise, with the permission, express or implied of such owner.

Requested Action

The Department of Public Works respectfully requests that the City Council approve the amendment to Chapter 140, §140-24 adopting the graduated penalty schedule as outlined above.

Thank you for your consideration. Please contact my office if additional information is needed.

Respectfully,



Damani L. Bush

Commissioner of Public Works

DB/db



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DEPARTMENT of PUBLIC WORKS

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January 29th, 2025

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

Re: Amendment to City Code Chapter 191-3 (Littering _ Revised Fine Schedule)

Dear Honorable City Council Members:

The Department of Public Works submits this referral for Council consideration of an amendment to Chapter 191, §191-3 of the City Code concerning littering violations and associated fines.

Section 191-3 currently establishes a single fine range for littering offenses. Based on recent enforcement experience, DPW is recommending that the penalty language be revised to a graduated structure tied to repeat violations. The intent is to keep the entry penalty meaningful, while creating a stronger consequence for repeat offenders whose actions continue to impact streets, sidewalks, and public spaces.

This amendment does not change the underlying prohibition on littering. It updates only the fine structure.

Proposed graduated fines:

- First offense: \$250
- Second offense: \$1,000
- Third and subsequent offenses: \$2,500

Proposed Code Revision — §191-3(D)

Current Language (to be removed):

[Any person violating any provision of Subsection A, B or C shall be guilty of a violation of this chapter, which shall be punishable by a fine of not less than \$250 nor more than \$2,500.]

New Language (to be adopted):

Any person violating any provision of Subsection A, B or C shall be subject to the following fines:

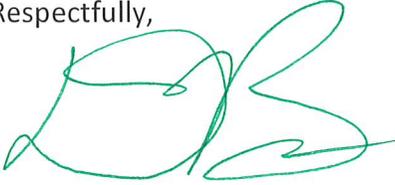
- (1) First offense: \$250
- (2) Second offense: \$1,000
- (3) Third and each subsequent offense: \$2,500.

Requested Action

The Department of Public Works respectfully requests that the City Council approve the amendment to Chapter 191, §191-3 to adopt the revised graduated fine schedule outlined above.

Thank you for your consideration. Please contact my office if any additional information would be helpful.

Respectfully,

A handwritten signature in blue ink, appearing to read 'DLB', with a stylized flourish extending to the right.

Damani L. Bush

Commissioner of Public Works

DB/db



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

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January 29th, 2025

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

Re: Amendment to City Code Chapter 227-38 (Permit Required; Exception _ Added Penalty Provision)

Dear Honorable City Council Members:

The Department of Public Works submits this referral for Council consideration of a targeted amendment to Chapter 227, §227-38 of the City Code regarding street and sidewalk obstructions.

Section 227-38 establishes the requirement to obtain a permit before occupying or obstructing a public street, highway, or sidewalk area. As written, the section does not include a specific penalty tied directly to violations of this requirement. In practice, that gap makes enforcement less direct than it should be.

This amendment adds a clear penalty provision to the section so that violations can be addressed consistently and without ambiguity. The underlying permit requirement and existing exception language remain unchanged.

Proposed Code Revision — §227-38

Current Language (no change):

[No person shall obstruct, encumber or occupy in any manner or for any purposes whatsoever any public street, highway or sidewalk area without first obtaining therefor from the Commissioner a written permit. No permit shall be required, however, for the placing of floral pieces along public thoroughfares in conjunction with any urban beautification program authorized by the City, except that such authorization for the placing of said items must be obtained from the City Council.]

New Language (to be added):

Any person who violates this section by obstructing, encumbering, or occupying a public street, highway, or sidewalk area without the required permit shall be subject to a fine of \$500 for each offense. Each day the violation continues shall constitute a separate offense.

Requested Action

DPW respectfully requests that the City Council approve the amendment to §227-38 to incorporate the penalty provision outlined above.

Thank you for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read 'DLB', with a long horizontal flourish extending to the right.

Damani L. Bush
Commissioner of Public Works
DB/db



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January 29th, 2025

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

Re: Amendment to City Code Chapter 227-55 (Driving Vehicles Over Sidewalks _ Added Penalty Provision)

Dear Honorable City Council Members:

The Department of Public Works submits this referral for Council consideration of an amendment to Chapter 227, §227-55 of the City Code concerning vehicles driven over sidewalks.

Section 227-55 establishes restrictions on driving vehicles across sidewalks except where permitted. The section, however, does not currently contain a dedicated penalty provision within its own language. Adding a fixed penalty amount will support more consistent enforcement and provide clear notice of consequence for violations.

This amendment keeps the existing operational language intact and adds a specific fine for violations.

Proposed Code Revision — §227-5

Current Language (to remain):

[No person shall at any time drive any vehicle, whether operated by gasoline, electricity or steam, upon or over any sidewalk or flag walk without first obtaining a permit in writing from the Commissioner of Public Works. This section shall not apply to any driving upon any sidewalk or flag walk which forms part of any authorized driveway leading from any street to the abutting property.]

The physical presence of any motor vehicle on any lot or parcel of land abutting a public street, which lot or parcel of land has no driveway leading from any adjoining property or no authorized curb cut abutting said parcel or lot of land, shall be presumptive evidence that the said motor vehicle was driven thereon by the owner of said vehicle under his direction or by his consent in violation of Subsection A of this section. Any person violating this section shall be punishable in accordance with Article II of Chapter 1 of the Code.]

New Language (to add at end of section):

Any person who violates this section by driving or permitting a vehicle to be driven over a sidewalk area without lawful authorization or required permit shall be subject to a fine of \$250 for each offense. Each occurrence shall constitute a separate offense.

Requested Action

The Department of Public Works respectfully requests that the City Council approve the amendment to Chapter 227, §227-55 to add the penalty language as set forth above.

Thank you for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read 'D. Bush', with a large, stylized flourish extending to the right.

Damani L. Bush
Commissioner of Public Works
DB/db



CITY OF MOUNT VERNON, N.Y.
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January 29th, 2025

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

**Re: Amendment to City Code Chapter 227-56 (Sidewalk Maintenance; Removal of Snow and Ice _
Penalty Provision)**

Dear Honorable City Council Members:

The Department of Public Works submits this referral for Council consideration of an amendment to Chapter 227, §227-56 of the City Code concerning sidewalk maintenance and the removal of snow and ice.

Section 227-56 clearly establishes the responsibility of owners and lessees to maintain adjoining sidewalks and to clear snow and ice within the required timeframe. The section, however, relies on general penalty provisions elsewhere in the Code. This amendment adds a specific penalty directly within the section to support consistent enforcement and provide clear notice of consequence for noncompliance.

The maintenance and snow removal requirements themselves are not being changed. Only a fixed penalty amount is being added.

Proposed Code Revision — §227-56

Current Language (to remain):

[Every owner or lessee of any premises abutting on any street shall keep the contiguous sidewalks free from dirt, filth, weeds or other obstructions or encumbrances and shall also maintain the contiguous sidewalk in good condition, free from any defects or other dangerous conditions, and perform all repairs necessary thereto. Said owner or lessee shall have the further duty of causing the entire area of such sidewalks in front of such premises to be cleared of snow and ice within 12 hours after such snowfall has ceased or ice has formed. Whenever any ice forms upon such sidewalk, it shall be the duty of such owner or lessee to place thereon sufficient sifted ashes, sand or salt to prevent persons from slipping until such ice shall be wholly removed.]

New Language (to be adopted):

Any owner or lessee who violates the provisions of this section shall be subject to a fine of \$250 for each

offense. Each day the violation continues after the required compliance period shall constitute a separate offense.

Requested Action

The Department of Public Works respectfully requests that the City Council approve the amendment to Chapter 227, §227-56 to add the penalty provision as set forth above.

Thank you for your consideration.

Respectfully,



Damani L. Bush
Commissioner of Public Works
DB/db

LOCAL LAW NO. ___ OF 2026

A LOCAL LAW AMENDING THE MOUNT
VERNON CITY CHARTER TO CODIFY THE
POSITIONS OF CHIEF OF STAFF AND DEPUTY
CHIEF OF STAFF WITHIN THE OFFICE OF THE MAYOR

BE IT ENACTED by the City Council of the City of Mount Vernon, in the County of Westchester, as follows:

Section 1. Title. This Local Law shall be known and may be cited as:

“A Local Law Amending the Mount Vernon City Charter to Codify the Positions of Chief of Staff and Deputy Chief of Staff in the Office of the Mayor.”

Section 2. Legislative Findings and Intent. The City Council hereby finds and declares that it is in the best interest of the City of Mount Vernon to modernize and professionalize the administrative structure of the Office of the Mayor.

Establishing the positions of Chief of Staff and Deputy Chief of Staff within the City Charter ensures that executive functions are managed efficiently, that departmental coordination and oversight are strengthened, and that the City’s governance framework reflects contemporary standards of municipal administration.

Accordingly, the purpose of this Local Law is to formally codify the roles, duties, and qualifications of the Chief of Staff and Deputy Chief of Staff within the Mayor’s Office to enhance continuity, accountability, and the effective delivery of City services.

Section 3. Amendment to Article VI of the Mount Vernon City Charter.

Article VI of the Mount Vernon City Charter, entitled “Mayor,” is hereby amended to include a new section, to read as follows:

§ 62 - Secretary and assistants.

The Mayor shall appoint a Secretary and such other assistants as may be prescribed by the Board of Estimate and Contract.

§ 62.1 - Chief of Staff and Deputy Chief of Staff.

(a) Establishment of Position. There is hereby established the position of **Chief of Staff** within the Office of the Mayor. The Chief of Staff shall be appointed by, and serve at the pleasure of, the Mayor, consistent with the provisions of the City of Mount Vernon Charter.

(b) Duties and Responsibilities. The Chief of Staff shall be a confidential executive employee and shall assist the Mayor in the overall administration, coordination, and oversight of City government operations. Under the general direction of the Mayor, the Chief of Staff shall:

1. Provide executive leadership, policy guidance, and operational management in support of the Mayor’s goals and public service objectives;
2. Coordinate and oversee the activities of City departments, boards, and commissions as directed by the Mayor;
3. Organize, supervise, and control staff activities within the Office of the Mayor and other assigned functional areas to maximize productivity and effective implementation of policy initiatives;
4. Manage and direct special projects, intergovernmental relations, public affairs initiatives, and administrative functions,

including conducting research and drafting reports, procedures, and policy recommendations;

5. Serve as a principal liaison between the Mayor and executive-level public officials, elected officials, department heads, representatives of the business community, the media, interest groups, and the public;

6. Exercise direct managerial control over assigned staff and operational functions; and

7. Perform such additional duties as may be delegated by the Mayor or required by law.

(c) Confidentiality and Executive Authority. The work of the Chief of Staff involves highly sensitive matters requiring discretion, judgment, and responsiveness consistent with the Mayor's philosophy and policy direction. The Chief of Staff shall do related work as required.

(d) Minimum Qualifications. The Chief of Staff shall possess a bachelor's degree from an accredited college or university, with preference for advanced study in public administration, business administration, law, or a related field. Equivalent experience in executive leadership, public administration, or municipal management may be considered in lieu of formal education.

§ 62.2 - Deputy Chief of Staff.

(a) Establishment of Position. There is hereby established the position of Deputy Chief of Staff within the Office of the Mayor. The Deputy Chief of Staff shall be appointed by, and serve at the pleasure of, the Mayor.

(b) Duties and Responsibilities. The Deputy Chief of Staff shall assist the Mayor and the Chief of Staff in performing administrative, managerial, and policy-related functions. The Deputy Chief of Staff shall:

1. Provide programmatic, administrative, and policy support to advance the objectives and initiatives of the Mayor;

2. Conduct policy research and analysis and assist in the development and implementation of governmental programs and initiatives;

3. Coordinate intergovernmental relations and serve as a liaison with other governmental entities, agencies, and stakeholders, as assigned;

4. Manage and oversee a diverse range of tasks and projects of moderate to high complexity, exercising sound judgment and organizational skill;

5. Act on behalf of the Chief of Staff during the Chief of Staff's absence or as otherwise delegated by the Mayor; and

6. Perform such other related duties as may be required.

(c) Reporting Authority. The Deputy Chief of Staff shall report to the Mayor and the Chief of Staff and shall perform duties in a manner consistent with the Mayor's vision and policy direction.

(d) Minimum Qualifications. The Deputy Chief of Staff shall possess a bachelor's degree from an accredited college or university, with demonstrated experience in organizational management, government operations, policy administration, or a related field.

(e) Duties and Responsibilities. The Chief of Staff and Deputy Chief of Staff shall exercise such powers and perform such duties as may be prescribed by the Mayor, the Charter, and applicable ordinances, to ensure the efficient administration and effective delivery of City services.

(f) Administrative Oversight. The Chief of Staff and Deputy Chief of Staff shall function as senior administrative officers of the Office of the Mayor, responsible for ensuring continuity, accountability, and alignment of departmental operations with the policy direction of the Mayor and the laws of the City of Mount Vernon.

Section 4. Statement of Purpose.

The purpose of this amendment is to:

- Codify the Chief of Staff and Deputy Chief of Staff positions within the City Charter;
- Provide clear statutory authority for senior administrative leadership within the Mayor’s Office;
- Define minimum professional qualifications for key executive roles;
- Enhance coordination and oversight of City departments and operations; and
- Strengthen continuity and accountability in municipal governance.

Section 5. Effective Date. This Local Law shall take effect immediately upon filing with the Secretary of State in accordance with the provisions of the Municipal Home Rule Law of the State of New York.

New Matter Underlined
Deleted Matter in Brackets []

LOCAL LAW NO. ___ OF 2025

A LOCAL LAW AMENDING ARTICLE VII-A, § 86-b
OF THE MOUNT VERNON CITY CHARTER REGARDING
THE COMPOSITION OF THE CAPITAL PROJECTS BOARD

BE IT ENACTED by the City Council of the City of Mount Vernon, in the County of Westchester, State of New York, as follows:

Section 1. Legislative Findings and Intent. The City Council finds that the efficient and transparent management of capital projects is essential to the health, safety, and economic vitality of the City of Mount Vernon. The Capital Projects Board plays a central role in reviewing, prioritizing, and coordinating the City's capital investments.

To enhance oversight, broaden representation, and strengthen coordination across departments and branches of City government, it is the intent of this Local Law to amend Article VII-A, § 86-b of the City Charter to restructure the composition of the Capital Projects Board.

This amendment ensures that key City departments and elected officials are represented in the capital planning process, thereby fostering improved collaboration, accountability, and alignment of infrastructure priorities.

Section 2. Amendment to the Mount Vernon City Charter, Article VII-A, § 86-b

Section 86-b. Capital Projects Board (Amended Composition)

The existing text of § 86-b of the Mount Vernon City Charter is hereby amended to read as follows:

§ 86-b. Capital Projects Board.

1. **Composition.** The Capital Projects Board shall consist of seven (7) voting members appointed by the Mayor in the following manner:

- (a) Two (2) members of the City Council (both appointed by the Mayor);
- (b) The Commissioner of Public Works;
- (c) The Commissioner of Buildings;
- (d) The Commissioner of Planning;
- (e) The Commissioner of Water; and
- (f) One (1) member from the Land Use Boards (Planning Board, Zoning Board of Appeals, or Architectural Review Board).

2. **Ex Officio Members.** The Comptroller and the City Engineer shall serve as ex officio, non-voting members of the Board.

3. **Chairperson.** The Mayor shall designate two Co-Chairs: one Co-Chair shall be one of the two appointed City Council members and the other Co-Chair will be a voting member from Section 1(b – f).

4. **Terms of Office.** The terms of appointment for voting members shall expire concurrently with the term of the Mayor. Vacancies occurring other than by expiration shall be filled for the unexpired term by the Mayor.

5. **Voting Powers.** The voting powers of the Board shall be exercised by a majority of the voting members in office, excluding ex officio members.

6. **Compensation.** Ex officio members shall serve without additional compensation. Other members shall serve without pay but may receive actual and necessary expenses incurred in the performance of their duties.

Section 3. Purpose and Rationale.

This amendment shall:

- **Broaden representation and expertise** by including departmental commissioners and a land use representative whose areas of responsibility directly inform the City's infrastructure and capital planning.
- **Enhance accountability and legislative oversight** through the inclusion of two members of the City Council as voting participants.
- **Preserve financial and technical review** through the participation of the Comptroller and City Engineer as ex officio members.
- **Promote strategic alignment and interdepartmental collaboration** in the planning and prioritization of capital projects.
- **Ensure effective governance** by maintaining clear voting procedures, leadership designation, and term alignment with the Mayor's administration.

Section 4. Effective Date. This Local Law shall take effect immediately upon filing with the Secretary of State in accordance with the Municipal Home Rule Law.

**A RESOLUTION ESTABLISHING THE STANDARD
WORKDAYS AND REPORTING GUIDELINES
FOR ELECTED AND APPOINTED OFFICIALS**

BE IT RESOLVED that the City of Mount Vernon, New York, hereby establishes the following as Standard Work Day and Reporting Resolution for Elected and Appointed Officials, listing a Record of Activities or a Recertification of the Record of Activities. The city will report the following to the New York State and Local Retirement System Pension Integrity Bureau based on records maintained and submitted to the City Clerk

TITLE	NAME	STANDARD WORKDAY	TERM	RECORD OF ACTIVITIES
Mayor	Shawyn Patterson-Howard	7.0	01/01/2024-12/31/2027	30.51
Comptroller	Darren Morton	7.0	01/01/2022-12/31/2025	20.00
City Council Member	Danielle Browne	6.0	01/01/2022-12/31/2025	16.62
City Council Member	Edward Poteat	6.0	01/01/2022-12/31/2025	4.78
City Council Member	Derrick Thompson	6.0	01/01/2024-12/31/2027	13.67
City Council Member	Cathlin Gleason	6.0	01/01/2022-12/31/2025	17.33
City Council Member	Jaevon Boxhill	6.0	01/01/2024-12/31/2027	13.17

and be it further

RESOLVED, that this resolution shall take effect immediately.

CITY OF MOUNT VERNON, NY
OFFICE OF CONSUMER PROTECTION
BUREAU OF WEIGHTS AND MEASURES



Monthly Report - January 2026

Shawyn Patterson-Howard, Mayor
Michael Paulercio, Director

**Office of Consumer Protection Weights and Measures
Monthly Report January 2026**

The Office of Consumer Protection Weights and Measures started off the year gathering the data from 2025, to prepare NYS, and City Yearly reports. Fines and Waiver fees/inspections were performed collected and deposited.

The inspection process has begun in retail stores starting from square one which begins with smaller retail locations, supermarkets then working my way to gasoline as the weather improves.

A scanner accuracy audit was conducted in Dollar General for their Item Pricing waiver renewal. The store scored within the required 98% accuracy and was granted a one year renewal going back to November 2025.

Gas prices, which have been steadily declining, remained stable at \$2.85 per gallon of 87 cash.

Deposits:

Inspection Fees:	\$2,160.00
Fines:	<u>\$600.00</u>
Total:	\$2,760.00

**Office of Consumer Protection Weights & Measures
Monthly Report January 2026**

Grocery/Deli	14
Pet Supply	1
Restaurant	2
Shipping	4
Laundromats	7
Fish /Butcher	3
Variety	3

Device	Total	Over Registering	Under Registering	Other	Passed	Sealed
Computing	13			1	12	12
Pre Pack	6				6	6
Platform	10			1	9	9

LOCAL LAW NO. __ OF 2026

**A LOCAL LAW AMENDING THE VEHICLE AND
TRAFFIC LAW AUTHORIZING THE CITY OF MOUNT VERNON TO
ESTABLISH A TRAFFIC-CONTROL SIGNAL PHOTO MONITORING
DEMONSTRATION PROGRAM**

BE IT ENACTED by the City Council of the City of Mount Vernon, in regular session convened, as follows:

Section 1. Title. This Local Law shall be known and may be cited as “A Local Law to Amend the Vehicle and Traffic Law in Relation to Authorizing the City of Mount Vernon to Establish a Traffic-Control Signal Photo Monitoring Demonstration Program.”

Section 2. Legislative Findings and Purpose.

WHEREAS the City Council of the City of Mount Vernon hereby finds that the violation of traffic-control signals poses a significant threat to the health, safety, and welfare of children, pedestrians, and the general public. The Council further finds that traffic-control signal photo monitoring systems have been shown to be an effective tool in deterring violations of traffic control signals and improving traffic safety.

WHEREAS, the purpose of this Local Law is to authorize the City of Mount Vernon, subject to applicable provisions of state law, to establish and operate a Traffic-Control Signal Photo Monitoring Demonstration Program in order to enhance traffic safety, deter violations of traffic-control signals, and protect vulnerable roadway users.

Section 3. Authority. This Local Law is adopted pursuant to the authority granted to municipalities under the New York State Constitution, the Municipal Home Rule Law, and, to the extent applicable, the Vehicle and Traffic Law, including any special legislation authorizing demonstration programs for traffic-control signal photo monitoring systems.

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Mount Vernon as follows:

Section 1. The vehicle and traffic law is amended by adding a new section 256-7.1 to read as follows:

§256-7.1. Owner liability for failure of operator to comply with traffic-control indications; Mt. Vernon.

A. Notwithstanding any other provision of law, the Department of Public Safety is hereby authorized and empowered to establish a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with traffic-control indications in accordance with the provisions of this section. The third-party contractor for purposes of implementation of such program, shall be authorized to install and operate traffic-control signal photo violation-monitoring devices at no more than 25 intersections at any one time.

B. Such demonstration program shall utilize necessary technologies to ensure, to the extent practicable, that photographs produced by such traffic-control signal photo violation-monitoring systems shall not include images that identify the driver, the passengers, or the contents of the vehicle; provided, however, that no notice of liability

issued pursuant to this section shall be dismissed solely because a photograph or photographs allow for the identification of the contents of a vehicle, provided that the City of Mount Vernon has made a reasonable effort to comply with the provisions of this subsection.

C. The owner of a vehicle shall be liable for a penalty imposed pursuant to this section if such vehicle was used or operated with the permission of the owner, express or implied, in violation of Subdivision (d) of § 1111 of the New York State Vehicle and Traffic Law, (hereinafter Vehicle and Traffic Law) and such violation is evidenced by information obtained from a traffic-control signal photo violation-monitoring system; provided, however, that no owner of a vehicle shall be liable for a penalty imposed pursuant to this section where the operator of such vehicle has been convicted of the underlying violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law.

D. Notwithstanding any other provision of this section, no owner of a vehicle shall be subject to a monetary fine imposed pursuant to this section if the operator of such vehicle was operating such vehicle without the consent of the owner at the time such operator failed to obey a traffic-control indication. For purposes of this subsection, there shall be a presumption that the operator of such vehicle was operating such vehicle with the consent of the owner at the time such operator failed to obey a traffic-control indication.

E. For purposes of this section, “owner” shall mean any person, corporation, partnership, firm, agency, association, lessor, or organization who at the time of the issuance of a notice of violation in which a vehicle is operated:

- 1) Is the beneficial or equitable owner of such vehicle; or
- 2) Has title to such vehicle; or
- 3) Is the registrant or co-registrant of such vehicle which is registered with the Department of Motor Vehicles of the State of New York or any other state, territory, district, province, nation or other jurisdiction; or
- 4) Uses such vehicle in its vehicle-renting and/or -leasing business; or
- 5) Is an owner of such vehicle as defined by § 128 or Subdivision (a) of § 2101 of the Vehicle and Traffic Law.

F. For purposes of this section, "traffic-control signal photo violation-monitoring system" shall mean a device installed to work in conjunction with a traffic-control signal which, during operation, automatically produces two or more photographs, two or more microphotographs, a videotape or other recorded images of each vehicle at

the time it is used or operated in violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law.

G. A certificate, sworn to or affirmed by a technician employed by the Traffic Engineer, or a facsimile thereof, based upon inspection of photographs, microphotographs, videotape or other recorded images produced by a traffic-control signal photo violation-monitoring system, shall be prima facie evidence of the facts contained therein. Any photographs, microphotographs, videotape or other recorded images evidencing such a violation shall be available for inspection in any proceeding to adjudicate the liability for such violation imposed pursuant to this section.

H. An owner liable for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section shall be liable for monetary penalties in accordance with a schedule of fines and penalties to be promulgated by the Traffic Violations Bureau. The liability of the owner pursuant to this section shall not exceed \$50 for each violation; provided, however, that such Office may provide for an additional penalty not in excess of \$25 for each violation for the failure to respond to a notice of liability within the prescribed time period. Such Office shall adjudicate liability imposed by this section.

I. An imposition of liability under this section shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage.

J. A notice of liability shall be sent by first class mail to each person alleged to be liable as an owner for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section. Personal service on the owner shall not be required. A manual or automatic record of mailing prepared in the ordinary course of business shall be prima facie evidence of the facts contained therein.

K. A notice of liability shall contain the name and address of the person alleged to be liable as an owner for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section, the registration number of the vehicle involved in such violation, the location where such violation took place, the date and time of such violation and the identification number of the camera which recorded the violation or other document locator number.

L. The notice of liability shall contain information advising the person charged of the manner and the time in which he or she may contest the liability alleged in the notice. Such notice of liability shall also contain a warning to advise the persons charged that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

M. The notice of liability shall be prepared and mailed by the Traffic Violations Bureau.

N. If an owner receives a notice of liability pursuant to this section for any time period during which the vehicle was reported to the Police Department as having been stolen, it shall be a valid defense to an allegation of liability for a violation of Subdivision (d) of § **1111** of the Vehicle and Traffic Law pursuant to this section that the vehicle had been reported to the police as stolen prior to the time the violation occurred and had not been recovered by such time. For purposes of asserting the defense provided by this subsection, it shall be sufficient that a certified copy of the police report on the stolen vehicle be sent by first class mail, return receipt requested, to such Office.

O. If the owner liable for a violation of Subdivision (d) of § **1111** of the Vehicle and Traffic Law pursuant to this section was not the operator of the vehicle at the time of the violation, the owner may maintain an action for indemnification against the operator.

P. An appeal of an adjudication of liability pursuant to this section may be taken in accordance with this article.

Q. An owner who is a lessor of a vehicle to which a notice of liability was issued pursuant to Subdivision H of this section shall not be liable for the violation of Subdivision (d) of § **1111** of the Vehicle and Traffic Law, provided that:

1) Prior to the violation, the lessor has filed with the Office and paid the required filing fee in accordance with the provisions of § **239** of the Vehicle and Traffic Law; and

2) Within 37 days after receiving notice from the Office of the date and time of a liability, together with the other information contained in the original notice of liability, the lessor submits to the Office the correct name and address of the lessee of the vehicle identified in the notice of liability at the time of such violation, together with such other additional information contained in the rental lease or other contract document, as may be reasonably required by the Office pursuant to regulations that may be promulgated for such purpose.

3) Failure to comply with Subsection **Q(1)** or **(2)** of this section shall render the owner liable for the penalty prescribed in this section.

4) Where the lessor complies with the provisions of this subsection, the lessee of such vehicle on the date of such violation shall be deemed to be the owner

of such vehicle for purposes of this section, shall be subject to liability for such violation pursuant to this section and shall be sent a notice of liability pursuant to Subsection H of this section.

R. Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law.

S. It shall be a defense to any prosecution for a violation of Subdivision (d) of § 1111 of the Vehicle and Traffic Law pursuant to this section that such traffic-control indications were malfunctioning at the time of the alleged violation.

T. Advance warning signs.

1) Advance warning signs notifying motorists that traffic control signal violation-monitoring devices are being utilized within the City of Mount Vernon must be identified by appropriate advance warning signs conspicuously posted at portals to the City in a manner approved by the City of Mount Vernon Traffic Engineering Department.

2) Pursuant to the New York State Vehicle and Traffic Law, the City of Mount Vernon Department of Public Safety shall utilize sign R10-18 contained in the Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD) as the advance warning sign for placement in the City of Mount Vernon.

3) Pursuant to the MUTCD, the advance warning sign, MUTCD sign R10-18, shall measure approximately 36 inches by 24 inches and shall read "Traffic Laws Photo Enforced" and appear as follows:



4) The advance warning signs shall be in place as soon as practicable at no less than the following locations selected by the City of Mount Vernon Traffic Engineering Department:

- a) The north border with the Town of Eastchester and the Village of Bronxville.
- b) The east border with the Village of Pelham and the Village of Pelham Manor.
- c) The west border with the City of Yonkers.
- d) The south border with the City of New York.

Section 4. Effective Date. This act shall take effect immediately.



**Planning and Community
Development Department**
ONE ROOSEVELT SQUARE
MOUNT VERNON, NEW YORK 10550
PHONE: (914) 840-4032F OR EMAIL
ptarlow@cmvny.com

James Rausse, FAICP, WEDG
Commissioner

Pamela J. Tarlow, Esq.
Deputy Commissioner of Planning and
Community Development

February 4, 2026

City Council
City Hall
One Roosevelt Square
Mount Vernon, NY 10550

RE: PARK IN LIEU FEES FOR PARKING VARIANCES

Honorable City Councilmembers,

The Department of Planning and Community Development has identified an inconsistency between the goals in the adopted Comprehensive Plan and the existing, outdated zoning code. To encourage successful development proposals in 2026 that are consistent with the adopted Comprehensive Plan, we respectfully request for the City Council to consider suspending this fee-in-lieu provision until the new zoning ordinance is adopted. The new zoning should re-introduce a fee-in-lieu for parking (perhaps at a higher rate), but with lower parking ratios that reflect realistic need and what is realistically achievable given the City's smaller lot sizes. This will incentivize applicants to provide the parking that is necessary, but not raise the cost of doing business in Mount Vernon.

Currently, the City has developers that are required to pay parking in lieu fees based on the existing zoning code. Attached is the adopted fee program requirement, §267.40 attachment 3.1 The fee requires, for multi-residential users, 2 parking spots per dwelling unit. It does not differentiate based on location or size. Mount Vernon is unique in requiring a blanket provision of 2 spaces for all dwelling units, regardless of size. While this is typically not an issue for single-family or two-family homes, almost every multi-family development proposal requires a parking variance unless the project is a large, new construction building with a self-contained garage. This oddity can be expressed in an extreme: a studio apartment (where the average occupancy is 1.5 people) would need two parking spots, even in a transit-oriented development area where the resident is more likely to be dependent on public transportation.

This fee should be collected after a Zoning Board of Appeals ("ZBA") action allowing a variance for parking and before the certificate of occupancy is issued.

Historically, there has been inconsistent enforcement of these fees, creating issues of across-the-board fairness with who these fees are applied to, delays in land use board decisions, and placing undue burden on small to medium-sized property owners who do not have the means nor wherewithal to cover these fees. This has resulted Mount Vernon has parking requirements that are much higher, and less flexible, than neighboring municipalities. Most municipalities have parking ratios that are scaled to the size of a dwelling unit, with two or three-bedroom units requiring more parking per unit, and studio and one-bedroom units requiring less parking per unit

The fact that many parking variances are required in Mount Vernon, has meant that these applications have been burdened by payment-in-lieu fees for parking requirements that cannot realistically be met. Parking variances were required in 44 % of the submittals in 2025 to the ZBA.

It should also be noted that requiring something that has a likely outcome of approval, slows down processing of more complex issues, and deters new development.



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ptarlow@cmvny.com

James Rausse, FAICP, WEDG
Commissioner

Pamela J. Tarlow, Esq.
Deputy Commissioner of Planning and
Community Development

Ultimately, the City's goal (as noted in the Comprehensive Plan) is to reduce parking for transit-supported developments after our new zoning is written. The aim is that Mount Vernon will join our neighbors in requiring lower parking ratios for apartment buildings near transit, which means that many of our current development proposals will ultimately comply with future parking requirements and not need variances (or need to pay fees-in-lieu). However, for these proposals to move forward now (under current zoning), applicants are often looking at parking fees-in-lieu of between \$50k and \$250K, which effectively make their proposals financially unfeasible, especially small development projects under 20 units.

Mount Vernon has committed to fair housing choice as part of the Consolidated Plan submitted to HUD and to comply with the Fair Housing Act of 1964 et al. Choice includes residents who may wish to live in smaller rental buildings as much as living in single family homes or large luxury buildings. In keeping the City's regulations open to providing choice, the City Council should consider this fee as burdensome at this time.

Staff hereby requests that this fee be suspended until it is reconciled as part of a new zoning code, which should be adopted within the next 18-24 months.

The City of Mount Vernon remains committed to advancing policies that promote housing opportunity. I respectfully request the City Council's consideration of this legislation and welcome the opportunity to provide additional information as needed.

Sincerely,

JAMES RAUSSE, FAICP, WEDG

cc: Mayor Shawyn Patterson-Howard
Comptroller Darren M. Morton
Malcolm Clark, Chief of Staff

Attachment

ZONING

267 Attachment 3

City of Mount Vernon

Off-Street Parking and Loading Space Requirements
 [Amended 4-28-1999, approved 4-30-1999; 7-8-2009 by L.L. No. 2-2009; 5-28-2025, approved 5-28-2025]

Use	Minimum Number of Parking Spaces	Minimum Number of Loading Spaces
Residential		
One-family dwellings (R1-3,6)	1 per dwelling unit, which shall be in a garage	
One-family dwellings (R1-4,5 + R1-7)	2 per dwelling unit, at least one of which shall be in a garage	
Two-family dwellings (R2-4,5)	1 per dwelling unit, both of which shall be in a garage	
Attached one-family dwelling units	2 per dwelling unit, at least 1 of which shall be in a garage	
Multifamily dwellings	2 per dwelling unit; 0.25 per dwelling unit for publicly assisted senior citizen housing	
Recreation		
Athletic facilities accessory to a private school, university or college	0.1 per seat	
Tennis courts	5 per court	
Squash, handball, racquetball and similar courts	2 per court	
Bowling alleys	4 per alley	
Theaters	1 per 3 seats	
Commercial indoor recreation facilities and health clubs	5 per 1,000 square feet of GFA	Up to 10,000 square feet: 1 For each additional 100,000 square feet or major portion thereof: 1 additional
Indoor recreation or amusement facilities?		
Semipublic		
Hospitals	2.5 per bed or 1 per 400 square feet of GFA, whichever is greater	1 per 100,000 square feet of GFA or major portion thereof
Churches or other places of worship	1 per 3 seats, plus 1 per 100 square feet of floor space used for additional public assembly	
Convents/monasteries	0.1 per bed	
Community facilities		
Dormitory-care facilities	1 per 3 beds	0 to 30 beds: none; 31 to 100 beds: 1; 101 to 200 beds: 2; over 200 beds: 3
Libraries	3.3 per 1,000 square feet of GFA	
Commercial		

MOUNT VERNON CODE

Use	Minimum Number of Parking Spaces	Minimum Number of Loading Spaces
Business, professional or governmental offices	1 per 300 square feet of GFA	0 to 5,000 square feet: none; 5,000 to 75,000 square feet: 1; each additional 75,000 square feet or major portion thereof: 1 additional
Medical/dental offices	1 per 300 square feet of GFA	Same as above
Animal hospitals	Same as medical/dental offices	Same as above
Office in residence of a professional person	2	Same as above
Hotels	1 per guest room, plus 1 per employee, plus additional spaces as required for other uses	1 for the first 100 units, plus 1 for each additional 100 units or major portion thereof, plus additional spaces as required for other uses
Retail stores, shops and personal service establishments	1 per 200 square feet	0 to 5,000 square feet: none; 5,000 to 15,000 square feet: 1; 15,000 to 30,000 square feet: 2; 30,000 to 60,000 square feet: 3; 60,000 to 100,000 square feet: 4; for each additional 50,000 square feet or major portion thereof: 1 additional
Retail laundries or retail dry cleaners	Same as above	Same as above
Banks	5 per teller station, or 1 per 300 square feet of GFA, whichever is greater, plus 5 queuing spaces per drive-up window	Same as above
Restaurants	1 per 3 seats or 1 per 100 square feet of GFA, whichever is greater	Same as above
Restaurants, carry-out	Same as above	Same as above
Restaurants, fast-food	Same as above	Same as above
Bars, nightclubs and catering halls	Same as above, plus 5 queuing spaces per drive-up window	Same as above
Funeral parlors	1 per 3 seats or 1 per 100 square feet of GFA, whichever is greater	0 to 5,000 square feet: none; 5,000 to 15,000 square feet: 1; 15,000 to 30,000 square feet: 2; 30,000 to 60,000 square feet: 3; 60,000 to 100,000 square feet: 4; for each additional 50,000 square feet or major portion thereof: 1 additional
Motor vehicle filling stations	For assembly rooms: 1 per 50 square feet of GFA or 1 per 3 seats, whichever is greater, plus 1 per commercial vehicle kept on the lot	Same as above
Motor vehicle service and repair facilities	1 per pump island, plus 5 per service bay	Same as above
Motor vehicle dealerships	5 per service bay	Same as above
Motor vehicle body repair shops	Sales: 1 per 300 square feet of GFA; Service: 5 per service bay	Same as above
Car wash	5 per service bay	Same as above
Industrial	10 queuing spaces per bay, plus 1 per 1,000 square feet of GFA	Same as above
Manufacturing, fabrication, finishing or assembling of products	1 per 1,000 square feet of GFA, plus 1 per commercial vehicle kept on the lot	0 to 10,000 square feet: 1, plus 1 for each additional 20,000 square feet or major portion thereof
Wholesale business, storage, distribution or warehousing	1 per 3,000 square feet of GFA, plus 1 per commercial vehicle kept on the lot	Same as above



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James Rausse, FAICP, WEDG
Commissioner

Pamela J. Tarlow, Esq.
Deputy Commissioner

February 3, 2026

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 First Contract Amendment with Mercy University to extend the program performance period to December 21, 2026 and to incorporate Legacy Planning Services into the Mount Vernon Financial Empowerment Center. For consideration on the agenda at the February 11, 2026, City Council meeting.

Honorable Council President Thompson and 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 Mercy University to extend the Mount Vernon Financial Empowerment Center (MVFEC) program performance period through December 31, 2026, and to add Legacy Planning services to the contract.

The MVFEC, in partnership with Westchester County, officially launched services in December 2024. The two-year service contract with Mercy University was executed in February 2024, and due to the time required for staff hiring and training, the Center opened several months later than the contract start date. As a result, staffing expenditures were realized later than initially projected, creating sufficient funds availability within the approved budget to allow the City and Mercy University to extend the contract performance period without requiring any additional funds from the City of Mount Vernon. The extension will be fully supported using the original contract budget. The Legacy Planning services will be added through \$50,000 in new funding provided by the Cities for Financial Empowerment Fund.

With the addition of Legacy Planning services, the MVFEC will become a more comprehensive and resourceful financial empowerment hub for Mount Vernon and Westchester County residents. These services will provide residents with tools to protect their assets and plan for long-term financial security, further strengthening the program's impact and alignment with wealth-building goals.



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James Rausse, FAICP, WEDG
Commissioner

Pamela J. Tarlow, Esq.
Deputy Commissioner

For the City Council's review and consideration, we are submitting the First Contract Amendment, the Legacy Planning budget, and the original contract with Mercy University.

Sincerely,

JAMES RAUSSE, FAICP, WEDG

cc: Mayor Shawyn Patterson-Howard
Comptroller Darren M. Morton
Malcolm Clark, Chief of Staff

**CONTRACT FOR MOUNT VERNON FINANCIAL EMPOWERMENT CENTER
COUNSELING OPERATIONS**

This Contract (the "Contract") is entered into this January , 2024 by and between **THE CITY OF MOUNT VERNON**, a municipality within the State of New York, with its principal office at One Roosevelt Square, City Hall, Mount Vernon, New York, 10550 (hereinafter referred to as "Client") and **Mercy University**, serving as the Financial Counseling Provider, with offices at 555 Broadway, Dobbs Ferry, New York 10522 (herein after referred to as the "Contractor").

WHEREAS, on March 11, 2021, Congress enacted the American Rescue Plan Act of 2021 ("ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, the City has received ARPA funds and desires to provide assistance to nonprofit organizations to respond to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, the City desires to allocate \$400,000 of ARPA funds to the Financial Empowerment Center Initiative to assist residents who have suffered negative economic impacts as a result of the COVID-19 public health emergency; and

WHEREAS, the City of Mount Vernon became an Implementation Partner in the Cities for Financial Empowerment (CFE) Fund's Financial Empowerment Center Replication grant, and committed to partner to providing residents a free financial counseling service; and

WHEREAS, the Contractor is a non-profit education and counseling service provider; and

WHEREAS, the Contractor has agreed to provide one-on-one financial counseling and coaching, free of charge, in accordance with the CFE program model to City of Mount Vernon and Westchester County residents; and

WHEREAS, the Client wishes to enter into this Contract Agreement with the Contractor to manage the Mount Vernon Financial Empowerment Center services and provide such services in partnership with the City.

NOW, THEREFORE, in consideration for the mutual promises exchanged and acknowledged herein, the parties hereto agree as follows:

1. TERM:

The term of this Agreement shall be for a period of two (2) years and will commence on January 16, 2024 and shall continue through January 16, 2026, unless terminated sooner as provided in Section 23 hereof.

2. PURPOSE:

The Client agrees to pay and the Contractor agrees to accept as full payment for the satisfactory completion of the Work (as hereinafter defined) and conveyance of the deliverables described hereunder an amount not to exceed \$629,946.00 (the "Term Fee"), as set forth below in subsection 6 for all services rendered under this Contract in accordance with the terms hereof. The fee set forth in this section includes all labor, overhead, and expenses (such as out-of-pocket, general, administrative, travel and per diem expenses of Contractor).

Maximum Liability. In no event shall the City provide funds to the Contractor in excess of \$629,946.00. The Contract Amount shall constitute the maximum amount to be provided to the Contractor by the Client for all of the Contractor's obligations hereunder.

- (a) Compensation Firm. The maximum liability of the City is not subject to escalation for any reason. The Contract Amount is firm for the duration of the Contract and is not subject to escalation for any reason unless the Contract is amended by the Parties in writing.
- (b) Payment Methodology. The Contractor shall be compensated for actual costs based upon the budget, not to exceed the Contract Amount.

(i) Invoices. Upon progress toward the completion of the services as described herein and prior to any payment for allowable costs, the Contractor shall submit invoices and any supporting documentation as-requested by the City to demonstrate that, the funds are being used-as required by this Contractor. Supporting documentation will include ADP payroll statements and timecards for FEC staff. Such invoices-shall be submitted bi-annually and indicate the amount charged to each line item for the period invoice and the total amount charged under the Contract to date. Invoices shall be submitted and shall be paid by the City within 45 days from the date of such invoice provided to the City contact person. All invoices and all supporting documentation shall be sent to: Commissioner James Rausse – jrausse@cmvny.com

- (c) Expenditure Report. The Contractor shall submit an annual contract expenditure report, which details the services funded under this Contract, within 45 days of the end of the calendar year. The report shall be in a form and substance reasonably acceptable to the City and be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Contractor.
- (d) Payment of Invoice. The payment of any invoice by the City shall not prejudice the City right to object in good faith to the invoice or any matter in relation thereto. Such payments by the City shall neither be construed as acceptance of any part of the services provided nor as an approval, of the cost included therein.
- (e) Unallowable Cost. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payments previously made by the City which are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of the Contract, to constitute unallowable costs.
- (f) Electronic Payment. The Contractor shall have 30 days to complete and sign the City form authorizing electronic payment to the Contractor. Thereafter, all payment to the Contractor under this Contract or any other agreement between the parties may be

made electronically.

3. FUNDING SOURCE:

The City will provide funding not to exceed \$400,000 from the American Rescue Plan Act; \$150,000 Cities for Financial Empowerment Fund; and \$30,000 from the African-American Mayors Association.

4. SPECIFIC SERVICES:

Contractor hereby agrees to perform all services in accordance with the scope of work provided in the Contractor's **Proposal submitted May 9th, 2023** (below hereto as **EXHIBIT A**) to the City of Mount Vernon Department of Planning and Community Development as needed and as expeditiously as is consistent with professional skill and care.

5. GENERAL SCOPE OF WORK/DELIVERABLES

The Contractor will conduct:

The Contractor shall retain staff, secure counseling sites and provide day-to-day management (the "Work") in accordance with the following terms and conditions:

1. **Implement the FEC initiative in accordance with the model requirements, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on the CFE Fund's training standards, data collection, and active partnership with City of Mount Vernon (City) to manage the work.**
 - a. Meet benchmarks in Year 1 and Year 2 on average number of financial counseling sessions per full-time counselor (as defined in Exhibit B - Financial Empowerment Center Model) and average number of outcomes per full-time counselor (as defined in Exhibit J – CFE Fund Public Outcome Definitions and Calculations). As such, the benchmarks are:
 - b. At a minimum, conduct an average of **480 sessions** per full-time counselor in Year 1 and an average of between **600-700 sessions** per full-time counselor in Year 2.
 - c. Achieve an average of **100-150 outcomes** per full-time counselor in Year 1, with no more than 20% of outcomes being "Accessed A Public Support Program" and an average of **200-250 outcomes** per full-time counselor in Year 2, with no more than 20% of outcomes being "Accessed A Public Support Program."
2. **Identify a Program Manager** who will oversee the delivery of the financial counseling and coaching and serve as the main contact person between the Contractor and the City.
 - a. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
 - b. Monitor the work of the Financial Counselors, including but not limited to service delivery, counselor training and Code of Ethics adherence, data entry and progress towards target goals.
 - c. Update the City on all organizational staffing matters that could impact the FEC initiative.
 - d. Support all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the City to identify, develop and

- maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
 - e. Participate in regular meetings with the City and the CFE Fund, to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
 - f. Use the Financial Empowerment Center database ("FECBOT") for at least the duration of the CFE Fund's grant to monitor efforts and create and share reports.
 - g. Participate in all trainings, including training on the model, database, and any continuing education sessions.
 - h. Participate in all learning community activities, along with other FEC staff members when applicable, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i. Attendance at national gatherings hosted by the CFE Fund.
 - ii. Participation in ad-hoc webinars or conference calls with other grantees and partners.
- 3. Ensure that the Financial Empowerment Center service is delivered effectively and follows the model requirements provided by the City and the CFE Fund.**
- a. Work closely with the City on day-to-day operations, reporting needs, partnership development, and counselor supervision.
 - b. Ensure, provide, or retain and provide appropriate supervision to at least 2 full time or full time equivalent (FTE) counselors.
 - i. Notify the City of all staffing matters, including the hiring of financial counselors, as it pertains to the FEC, including but not limited to key staff openings, or personnel changes as it relates to Contractor's performance of this Contract.
 - ii. Financial counselors should have a minimum of two years of work experience, with some background in finance, financial education, counseling/coaching, or social service delivery. Staff should also have particular expertise in one of the following: financial services, social work, financial planning coaching/mentoring, teaching, or other related fields. Financial Counselors will ideally be bilingual, speaking English as well as one other language prevalent in the geographic areas or target populations they serve.
 - iii. Ensure that counselors and the manager have received training from a "CFE Certified Training Partner", including a code of ethics training.
 - 1. Provide the City with proof that financial counselors have completed all the required trainings, specifically counselor certificates and signed code of ethics forms.
 - c. Ensure each client understands and signs the Client Waiver form and must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 - d. Ensure that no material changes to operations are made without the prior approval and consent of the City including change in hours of operation, staffing, partnerships and locations.
 - i. It is the sole responsibility of the Contractor to address any issues (personnel or otherwise) that affect the operations of the FEC during this contract period and come to a resolution with the City.
 - e. Develop and implement an effective deployment strategy, including hours of operation, for counselors based on client needs, City priorities, geographic needs,

target population, partnership opportunities or other needs.

- i. Ensure that each counselor, regardless of where he/she is placed, will conduct the counseling in a private or semi-private area to allow for counselor-client information and conversations to be held confidentially. Counseling spaces should be equipped with standard, modern technological capabilities (including computer equipment, multi-line telephone and voicemail, high speed internet access and access to printing, faxing, shredding, and reproduction equipment). Although spaces differ, each site should be able to accommodate approximately 150 square feet of private counseling space per counselor, plus an additional 300-500 square feet of meeting and waiting room space (to be shared).
 - ii. All locations must be compliant with the Americans with Disabilities Act. Facilities for all sites, including satellite sites, will be made available for at least one day per week.
 - iii. Deliver counseling on days and at hours that, upon consultation with The City, are determined to meet the needs of clients. The Contractor is expected to make some evening and weekend hours available at locations. The Contractor shall make counseling available on a full-time basis with hours of operation at each location subject to review and approval by the City.
 - f. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
 - g. The Contractor shall agree to participate in additional monitoring and evaluation activities, including, but not limited to, site visits, surveys, interviews, focus groups organization, administrative records review, and other data collection and evaluation strategies, as shall be required by the City. The City will make best efforts to provide a minimum 15 days' notice.
 - h. The Contractor shall not enter into any agreement for evaluation of the FEC services or clients without prior consent and approval by the City of Mount Vernon and the CFE Fund.
 - i. If the Contractor has existing financial counseling/coaching programs, the Contractor and the City shall develop a plan to ensure that the FEC work is distinct.
- 4. Support efforts to identify, secure and manage programmatic partnerships.**
- a. Launch the FEC with a minimum of five partnerships.
 - b. Continue to identify and secure programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services, or private companies.
 - i. The City will serve as the lead on any partnership agreements (if applicable).
 - c. Work with City to assess partnerships, ensuring effectiveness and impact.
- 5. Adhere to FEC marketing protocols, including City and CFE Fund communications guidelines.**
- a. Prominently display signage and marketing materials for the FEC at counseling locations.
 - i. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
 - b. Conduct local outreach about the FEC to raise awareness and generate demand for the services (provided in coordination with the City).

- c. Refer all media queries and media interviews to the City or the City's designated agent.
- d. Prior written approval from the City, and in some cases from the CFE Fund, is required before Contractor or any employees, servants, or agents may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement.
- e. Support the City in collecting client stories for press inquiries, reports and other evaluation purposes. When applicable, facilitate outreach to clients for permissions and to coordinate press events.

II. Ownership

1. If at any time this agreement is terminated, the CFE Fund will be the owner of all data collected in the database and will retain a full copy of historical data collected during the period that this contract was in force for a period of 6 years. The CFE Fund, in its sole and absolute discretion, may choose to make the data available to the City, and its Financial Counseling Provider(s) if applicable, for its use following the termination of the grant.
2. Following the completion of the Grant term, the CFE Fund, in its sole and absolute discretion, may choose to allow the City, and its Financial Counseling Provider(s) if applicable, to continue using the CFE Fund's database. Licensing fees and any other fees associated with use of the software will be the responsibility of the City.

III. FEC Database (FECBOT) and Experian Connectivity

1. For the term of the Contract, Contractor will use the CFE Fund's FEC database, FECBOT.
2. Ensure that weekly session and client data is entered into the database before 5 p.m. the Wednesday of the following week. FEC staff members must notify the City of any barriers in reaching weekly deadline.
3. Ensure that all FEC staff members maintain rigorous client confidentiality when using FECBOT and Experian, and follow data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, City and Program Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Contractor's other office locations.
 - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Contractor must ensure that client data is only shared with the consent of the

- individual client, following the stipulations in the Client Waiver.
- e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Contractor client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
 - f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
 - g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
 - h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

IV. Intellectual Property

1. The Contractor recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund for the Grantee's, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. Contractor will not use, transmit, display or publish or otherwise license such materials without the CFE Fund's prior written consent.

6. COMPENSATION:

As full compensation for all services rendered by the Contractor, Client shall pay the Contractor in the amount of \$629,946. Payments shall be in 3 installments:

- (a) First payment of two hundred thousand (\$200,000.00) dollars shall be paid upon contract full execution; (ii) Second payment of two hundred thousand (\$200,000.00) dollars shall be paid one (1) year from the agreement being executed; (iii) Third payment of two hundred and twenty nine thousand with nine hundred and forty six dollars (\$229,946.00) shall be paid after eighteen months (18) of FEC operation.
- (b) Consultant shall submit to the City of Mount Vernon Department of Planning and Community Development written invoices which detail the services performed and the time expended on each project. Further, the Contractor shall prepare a voucher with supporting documentation for the work completed during that time period.
- (c) Prior to making any payment hereunder, the Client shall determine that

the amount claimed on requisition for payment and voucher submitted by Contractor is accurate and covers Contractor for services rendered pursuant to this Contract.

- (d) Payments shall be made within 30 days of the Client approving the requisition for payment form and voucher.

Notwithstanding the foregoing, all payments shall be subject to the normal payment process as per the Client's normal practices and the City Code. Thus, Contractor acknowledges that the deadlines for payments shall be subject to the Client's normal payment practices and thus any delayed payment shall not be considered a material breach.

7. INDEPENDENT CONTRACTOR AGREEMENT:

It is understood and agreed that in entering into this Contract and in rendering services pursuant thereto, Contractor shall have the status of an independent contractor and nothing herein contained shall contemplate or constitute Contractor as an employee, partner or agent or a participant in a joint venture with the City or Department of Planning and Community Development for any purposes. It is the intent of the parties that Contractor shall have no claim against the City hereunder or otherwise for any fringe benefits including but not limited to vacation pay, sick leave, retirement benefits or credits, unemployment insurance benefits or employee benefits of any Kind.

8. TERM OF AGREEMENT:

This Agreement shall be for a term as previously stated.

In the event Contractor refuses or fails to provide services hereunder or has breached or is in default of any of the terms hereunder, Client will have, among other rights and remedies, which are expressly herein reserved, the right to terminate the Contract without further obligation to Contractor.

If Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Contract, the Client at any time may, without written notice, terminate this Agreement. Contractor shall be paid for all work successfully rendered to the date of termination, and all expenses pre-approved in writing. Contractor shall not be compensated for its unearned profit or overhead.

9. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:

Contractor represents and warrants to Client that:

- (a) It has the authority to enter into this Agreement and perform the Services provided for herein;
- (b) That it will comply with all applicable Federal, New York State, County and Municipal laws and ordinances;

- (c) It will use its best efforts in providing the services herein;
- (d) That it shall perform the services described herein expeditiously, as is reasonably possible, and with due consideration of the time requirements of the Client;
- (e) That despite the fact that Contractor may have previous commitments to other clients that it shall nonetheless perform the services hereunder within the time periods required by law; and
- (f) It will use its best efforts to be promptly responsive to the Client.
- (g) Consultant will make no representations, warranties, or commitments binding Client without prior approval from Client.

10. COMPETENT WORK:

All work and services provided by Contractor will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by the Client's Department of Planning and Community Development and/or its respective representative.

11. ASSIGNMENT AND SUBCONTRACTING

The Contractor acknowledges that the City has entered into this Agreement based on facts and representations made by Contractor and based upon Contractor's ability to perform the work as promised. Therefore, Contractor may not subcontract any work without prior written approval of the City. In addition, Contractor shall not assign any of its rights, interests, or obligations under this Agreement without the prior express written consent of the City.

12. MONITORING OF PERFORMANCE

The City shall have the right during the term of this Contract and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of its FEC operation and service records and agrees to provide to the City, or permit the City to obtain, copies of any documents relating to its performance hereunder. The Contractor shall maintain all records required by this paragraph for seven years after the date this Contract is terminated or ends.

13. ASSISTANCE TO BE PROVIDED BY CLIENT:

It is understood and agreed upon that the Client shall use good faith efforts to provide the Contractor with access to public records, documents and other information of the Client where required by the Contractor for the proper performance of the professional services to be rendered hereunder.

It is also understood that Client shall provide access to appropriate officials and/or employees of Client as may be needed by Contractor to gather information or feedback that may be necessary for the completion of the Contractor's services hereunder.

14. NON-DISCRIMINATION

The Contractor acknowledges receipt of a copy of the City Equal Employment Opportunity Statement. The Contractor assures the City of Mount Vernon, NY that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the Client. The Contractor certifies to the Client that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The City of Mount Vernon, NY will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law. The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of City of Mount Vernon, NY facilities on a nondiscriminatory basis.

City of Mount Vernon, NY will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

15. INSURANCE

Client and Contractor shall, at their own expense, maintain in full force and effect during the term of this Contract policies providing all applicable insurance coverage(s), at minimum, in the limits listed below:

- (a) Workers' Compensation and Disability Benefits: Statutory
- (b) Employer's Liability or similar insurance: \$1,000,000 each occurrence
- (c) Automobile Liability (owned and non-owned), Bodily Injury, and Property Damage: \$1,000,000 aggregate, and \$1,000,000 each occurrence
- (d) Commercial General Liability, including broad form contractual liability,

- products/completed operations, bodily injury, and property damage: \$2,000,000 aggregate, and \$1,000,000 each occurrence
- (e) Professional Liability (if commercially available for your profession): \$1,000,000 aggregate, and \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Client and Contractor respectively, who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and Professional Liability, the Client and Contractor shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums. The Client and Contractor each irrevocably waive all claims against the other Party for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Clause 6. The provision of insurance by the Contractor and Client shall not in any way limit the Client's and Contractor's liability under this agreement. The Client and Contractor shall attach to this agreement certificates of insurance evidencing their compliance with these requirements.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- The Client and Contractor will maintain similar insurance for at least three years following final acceptance of the services; and
- If the insurance is terminated for any reason, Client and Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor or Client shall be in breach of this Contract.

16. CONFLICT OF INTEREST

The Contractor warrants that no part of the total Contract Amount shall be paid, directly or indirectly to an employee or official of the City/County as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or preformed relative to this Contract.

17. CONFIDENTIALITY:

In the course of performing services, the parties recognize that Contractor may come in contact with or become familiar with information to which the Client or its affiliates may consider confidential. Contractor agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than appropriate City personnel or their designees.

18. RECORDS.

The Contractor shall maintain documentation for all charges to the Client under this Contract. The books, records and documents insofar as they relate to the services performed or money received under this Contract, shall be maintained for a period, of three (7) full years from the date of final payment. The books, records and documents of the Contractor, insofar as they relate to the services performed or money received under this Contract, shall be subject to audit at any reasonable time and upon reasonable notice by the Client or its duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

19. REPORTS:

Any and all reports, manuscripts and any other work product, whether completed or not, that are prepared or developed by the Contractor under this Contract, become the property of the Client and shall be turned over to the Client promptly at the Client's request or at the termination of the Contract, whichever is earlier.

20. FORCE MAJEURE:

Both parties recognize that their respective obligations herein may be affected by situations traditionally deemed matters of a force majeure nature and neither of the parties shall be liable under these circumstances.

21. INDEMNIFICATION:

Contractor hereby agrees to indemnify, defend and hold harmless the Client, its affiliates, elected and appointed officials, officers, agents, employees and designees (collectively, the "Indemnities") from and against all judgments, orders, awards, losses, claims, liabilities, injuries, costs, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees, which the Client may sustain or incur by reason of the performance of Contractor's services hereunder or by the acts or omission of Contractor, his agents, assigns, affiliates and employees.

Client hereby agrees to indemnify, defend and hold harmless the Contractor, its affiliates, trustees, officers, agents, employees and designees (collectively, the "Indemnities") from and against all judgments, orders, awards, losses, claims, liabilities, injuries, costs, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees, which the Contractor may sustain or incur by reason of the performance of Client's services hereunder or by the acts or omission of Client, their agents, assigns, affiliates and employees.

22. ABANDONMENT OF THE PROJECT:

Client shall have the right to abandon or indefinitely postpone the project or the Contractor's services at any time. In such event, the Client shall give written notice of such abandonment. The Contractor shall present to the Client a complete report of said proposed job closure and its costs, and the Client in its sole discretion may approve or disapprove all or any part of said expense. Such

additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination.

Should the project or any portion thereof be abandoned or postponed, the Client shall pay the Contractor for all services fully and completely performed at the time of abandonment/postponement in accordance with the terms of this Agreement.

23. TERMINATION:

The Client or the Contractor may terminate this Agreement with or without cause at any time by written 10-day written notice by certified mail to the Contractor. In addition, if Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Client, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Contract, the Client at any time may terminate the engagement of the Consultant immediately and without written notice to him.

24. WAIVER

Waiver by one party thereto of breach of any provision of this Contract by the other shall not operate or be construed as a continuing waiver.

25. GENERAL TERMS AND CODITIONS:

The failure of either party in any or more instances to insist upon strict performance of any of the terms and provisions of this Contract, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, or the right to assert or rely upon any such terms, provisions or options on any future occasions.

26. INTELLECTUAL PROPERTY RIGHTS:

Contractor shall execute any and all documents required to fully assign copyright or intellectual property interest in and to works created pursuant to this Contract to Client. Solely for the purposes of any applicable copyright law, all such works shall be deemed "works made for hire" and owned by Client. If for any reason, such works are determined not to be "works made for hire", then all rights, titles and interest therein and thereto, including all copyrights therein are hereby deemed irrevocably transferred to Client and Contractor hereby irrevocably appoints Client as its attorney-in-fact for the purpose of executing such assignments in Contractor's name.

27. OWNERSHIP:

All plans, improvements, or inventions developed by Consultant for this project during the term of this Agreement shall belong to Client and shall be deemed for federal copyright law purposes "work for hire".

28. EXCLUSIVE PRIVILEGE OR RIGHT:

This Contract does not grant Contractor an exclusive privilege or right to supply services to Client. Contractor shall not make any representations, warranties, or commitments binding Client without prior written approval from Client.

29. NOTICES:

Any and all notices, invoices and payments required hereunder shall be addressed to the parties at their respective addresses as set forth below or such other address as may be designated in writing by either party.

Consultant: Mercy University Representative
 Mercy University
 555 Broadway
 Dobbs Ferry, New York 10522
 Attention: Brian Amkraut, Vice President,
 Workforce Credentialing and Community Impact

Client: City of Mount Vernon
 Department of Planning and Community
 Development
 One Roosevelt Square,
 Mount Vernon, New York 10550
 Attention: James Rausse, Commissioner

30. ENTIRE AGREEMENT:

This contract and any exhibits or attachments constitutes the entire Contract between the Client and the Contractor with regard to the subject matter hereof and supersede all prior negotiations, representations, agreements or understandings either written or oral. No amendment, extension, or modification of the Agreement shall be binding unless in writing and signed by both parties.

31. ASSIGNMENT:

Nothing in this Contract shall be construed to permit the assignment by Contractor of any of his obligations hereunder to any third party without the Client's prior written consent, which may be withheld by Client in its sole discretion.

32. UNENFORCEABLE PROVISIONS:

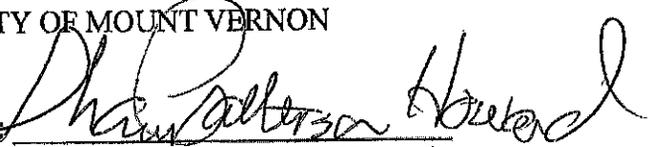
If any provision of this Agreement or any portion hereof is held to be invalid and unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the remainder of this Agreement shall nevertheless remain in full force and effect.

33. GOVERNING LAW

This Contract shall be governed by the laws of the State of New York. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this Contract shall be heard in a court of competent jurisdiction having venue in Westchester County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three original copies on the day and year first above written.

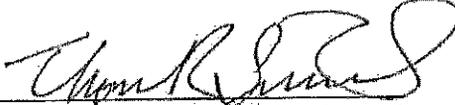
CITY OF MOUNT VERNON

By: 

Mayor Shawyn Patterson-Howard

Date: 2/5/2024

MERCY UNIVERSTRY

By: 

Thomas Simmonds, VP for Operations

Date: 01/17/24

EXHIBIT A

[TO BE PROVIDED BY PLANNING DEPARTMENT]

EXHIBIT B

Financial Empowerment Center Model **(the "Model")**

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly-funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client's financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community-based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative partners will be required to use the FEC database throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Partners have access to all local data collected and are able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.



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

February 3, 2026

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 Authorizing the Mayor to Execute a Professional Services Agreement with ARUP for Phase II of the NYSERDA Project. For consideration on the agenda for the February 11, 2026, City Council meeting.

Honorable City Council President Thompson and Council Members:

I am writing to respectfully request that the City Council enact legislation authorizing the Mayor to enter into a Professional Services Agreement with ARUP, an international environmental and engineering consulting firm, to support the City of Mount Vernon's participation in Phase II of a New York State Energy Research and Development Authority (NYSERDA)-funded project.

As the City Council may recall, the City previously authorized the Mayor to execute a Letter of Commitment with ARUP in support of its Phase I submission to NYSERDA. ARUP has since been selected by NYSERDA to advance this initiative to Phase II, which focuses on implementation-oriented planning and policy integration. Execution of a formal Professional Services Agreement is now required to define roles, responsibilities, and deliverables and to allow the City to fully participate in the next phase of work.

Phase II will focus on advancing actionable, data-driven strategies to integrate climate resilience and urban heat mitigation into Mount Vernon's land use and regulatory framework. ARUP will work collaboratively with the Department of Planning and Community Development to refine and apply urban heat and environmental data, evaluate zoning and development standards through a climate lens, and develop clear, implementable tools that can be incorporated into the City's zoning ordinance update. The project is structured around specific, measurable outcomes, including producing policy-ready analyses, identifying zoning mechanisms that support heat-resilient development, and aligning climate mitigation strategies with the City's ongoing zoning modernization efforts.

Participation in Phase II will provide Mount Vernon with advanced technical expertise, planning tools, and policy guidance that directly support the City's Comprehensive Plan and zoning ordinance update, while strengthening climate resilience, public health protections, and environmental equity. Key benefits of the City's participation include enhanced decision-making capacity for zoning and development review, improved integration of climate considerations into local law, and the opportunity to serve as a model for other municipalities undertaking similar efforts statewide.

Importantly, the proposed Professional Services Agreement does not require any direct cash expenditure by the City. The City's financial responsibility will be satisfied through an in-kind contribution of Department of





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ONE ROOSEVELT SQUARE
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JAMES RAUSSE, FAICP, WEDG
COMMISSIONER

Planning and Community Development staff time, which will be accounted for through work already underway on the zoning ordinance update. The value of this in-kind contribution is estimated at \$74,700 and will be credited toward the overall project budget submitted by ARUP to NYSERDA.

For these reasons, we respectfully request that the City Council adopt legislation authorizing the Mayor to execute the Professional Services Agreement with ARUP for Phase II of the NYSERDA project. We appreciate your consideration and remain available to provide any additional information or respond to questions.

Sincerely,

A handwritten signature in black ink, appearing to read "James Rausse".

JAMES RAUSSE, FAICP, WEDG

cc: Mayor Shawyn Patterson-Howard
Comptroller Darren M. Morton
Malcolm Clark, Chief of Staff





CITY OF MOUNT VERNON, N.Y.
Real Estate Committee – 2025
City Hall, One Roosevelt Square
Mount Vernon, NY 10550

REAL ESTATE COMMITTEE

Derrick Thompson – City Council President
Dr. Darren Morton – Chairman
Stephanie Vanderpool – Co-Chair
Antoinette Anderson - Secretary

February 2, 2026

Honorable City Council Members
City Of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10552

Re: *Rescind the recommend of the Sale of City-Owned Properties Located at 328 South 1st Avenue, Mount Vernon, NY Parcel ID: 169.31.3120.01*

A letter dated November 21, 2025, requested that the City Council consider and approve the Mayor's authorization to convey Parcel ID: 169.31.3120.01, located at 328 South 1st Avenue, to Alonzo Webb of Webb Development Services Corp. for the total sum of \$200,000 (Two Hundred Thousand Dollars).

This letter, dated February 2, 2026, respectfully requests that the City Council rescind that recommendation. The amount of \$200,000 has been confirmed to not be the next highest bid for the property. This discrepancy resulted from an inadvertent system-related miscalculation.

This property was acquired by the City through foreclosure for non-payment of taxes. All documentation pertaining to this error was reviewed by the Real Estate Committee on January 30, 2026. By unanimous vote, the Committee approved a recommendation to rescind the prior offer.

If this request meets with the City Council's approval, I respectfully ask that the necessary legislation be enacted to reflect this action.

Thank you for your attention to this matter.

Sincerely,

Antoinette Anderson

Secretary, Real Estate Committee



CITY OF MOUNT VERNON, N.Y.
Real Estate Committee – 2025
City Hall, One Roosevelt Square
Mount Vernon, NY 10550

REAL ESTATE COMMITTEE

Derrick Thompson – City Council President
Dr. Darren Morton – Chairman
Stephanie Vanderpool – Co-Chair
Antoinette Anderson - Secretary

February 2, 2026

Honorable City Council Members
City Of Mount Vernon
1 Roosevelt Square
Mount Vernon, NY 10552

Re: Recommend the Sale of City-Owned Properties Located at 328 South 1st Avenue, Mount Vernon, NY
Parcel ID: 169.31.3120.01

Dear Honorable Council Members,

I respectfully submit this request for your consideration and approval to authorize the Mayor to convey Parcel ID: 169.31.3120.01, located at 328 South 1st Avenue, to Jeannette Garcia for the total sum of \$250,000 (Two Hundred and Fifty Thousand).

The previous recommendation was determined to be the result of an inadvertent system-related miscalculation. The information regarding the property was reviewed by the Real Estate Committee on January 30, 2026. By unanimous vote, Ms. Garcia was confirmed as the next highest bidder and found to be in full compliance with the bidding process.

If this request meets with the City Council's approval, I respectfully ask that the necessary legislation be enacted to reflect this action. Thank you for your attention to this matter.

Sincerely,

Antoinette Anderson

Secretary, Real Estate Committee

LOCAL LAW NO. ___ OF 2026

A LOCAL LAW AUTHORIZING THE
AMENDMENT OF THE CITY CHARTER
REGARDING THE BUDGET SCHEDULE

BE IT ENACTED by the City Council of the City of Mount Vernon, in regular session convened, as follows:

Section 1. Title. This enactment shall be known as “A Local Law Amending the Charter of the City of Mount Vernon to Establish a Revised Budget Schedule and Procedures.”

Section 2. Purpose. The purpose of this Local Law is to improve the City’s annual budget process by establishing a clear, transparent, and inclusive schedule that enhances collaboration among the Mayor, the Board of Estimate and Contract (BOE), the Comptroller, and the City Council. The revised process introduces the use of a Draft Annual Estimate (“DAE”) as a working document to promote early review, feedback, and public engagement prior to final budget adoption.

Section 3. Amendment to the City Charter. The Charter of the City of Mount Vernon is hereby amended to establish a revised budget schedule and procedures, which shall read as follows:

Section 4. Budget Schedule.

A. Department Submissions. On or before August 31 of each fiscal year, all Department Heads shall submit proposed departmental budgets to the Mayor’s Office.

B. Submission of Draft Annual Estimate (DAE). At the first regularly scheduled September meeting of the Board of Estimate and Contract (BOE), and no later than September 16, the Mayor shall submit a Draft Annual Estimate (“DAE”) to the BOE.

1. The DAE shall serve solely as a working document and shall not be subject to a BOE vote.

2. Upon submission, the DAE shall be referred to the Comptroller and to the City Council for review and comment.

C. Comptroller’s Review and Fiscal Statement. By October 15, the Comptroller shall issue public statements detailing the City’s reserves, health and dental insurance costs, retirement and pension obligations, delinquent school tax reserves, and any other items necessary for financial analysis of the estimate.

By the same date, both the Comptroller and the City Council Finance Committee shall submit written comments and recommendations regarding the DAE.

D. Presentation of Proposed Annual Estimate. At the last regularly scheduled October meeting of the BOE, the Proposed Annual Estimate shall be presented.

1. The BOE shall, at this meeting, set the date for the required public hearing.

2. Public notice of the hearing shall be issued by the next business day.

3. The public hearing shall be held no later than November 19.

E. Adoption by the Board of Estimate and Contract. No later than November 23, the BOE shall vote on and adopt the Proposed Annual Estimate and refer it to the City Council for consideration.

F. City Council Public Hearing and Adoption.

1. No later than December 5, the City Council shall establish and hold a public hearing on the Proposed Annual Estimate on the next available business day.

2. Within seven (7) calendar days following the public hearing, the City Council shall vote to adopt the Final Annual Budget.

Section 5. Implementation and Oversight. All officers, departments, and agencies of the City of Mount Vernon shall comply with the provisions of this Local Law and the amended Charter schedule. The Department of Finance shall provide administrative support and coordination to ensure the timely execution of each stage of the budget process.

Section 6. Effective Date. This Local Law shall take effect upon its adoption by the City Council and approval by the Board of Estimate and Contract and shall apply beginning with the preparation and adoption of the Fiscal Year 2026 Budget and for all subsequent fiscal years.

New matter underlined

Deleted matter in brackets []

LOCAL LAW NO. __ OF 2026

A LOCAL LAW AMENDING CHARTER OF THE CITY OF MOUNT
VERNON TO ESTABLISH AN INSTALLMENT PAYMENT PLAN FOR
DELINQUENT PROPERTY TAXES

BE IT ENACTED by the City Council of the City of Mount Vernon, in regular session convened, as follows:

Section 1. Title. This enactment shall be known as “A Local Law Amending the Charter of the City of Mount Vernon to Establish an Installment Payment Plan for Delinquent Property Taxes, is hereby amended to read as follows:

NOW, THEREFORE, it is the intent of the City Council of the City of Mount Vernon to amend the Tax Law of the City of Mount Vernon to effectuate the purposes set forth in this Local Law.

The tax law is amended by adding a new section 240.1 to read as follows

§ 240.1. Installment payment of eligible delinquent taxes.

1. The City Council of the City of Mount Vernon is hereby authorized and empowered to enact and amend a local law providing for the installment payment of eligible delinquent taxes. Such installment payment of eligible delinquent taxes shall commence upon the signing of an agreement between the enforcing officer and the eligible owner. The agreement shall be kept on file in the office of the enforcing officer.
2. The first payment required for an installment plan must be at least 10% of the delinquent taxes, assessments, or other charges, rather than the previous 25%.
3. The installment plans are subject to specific durations: a maximum of 10 years for seniors earning 40% or less of the area median income, 5 years for residential property owners, and 3 years for all other property owners.
4. The installment plans must provide flexibility for monthly or quarterly payments.
5. A property owner shall not be eligible to enter into an agreement pursuant to this section where:
 - (a) there is a delinquent tax lien on the same property for which the application is made or on another property owned by such person and such delinquent tax lien is not eligible to be made part of the agreement pursuant to this section;

- (b) such person is the owner of another parcel within the tax district on which there is a delinquent tax lien, unless such delinquent tax lien is eligible to be and is made part of the agreement pursuant to this section;
 - (c) such person was the owner of property on which there existed a delinquent tax lien and which lien was foreclosed within three years of the date on which an application is made to execute an agreement pursuant to this section; or
 - (d) such person defaulted on an agreement executed pursuant to this section within three years of the date on which an application is made to execute an agreement pursuant to this section.
6. A property owner shall be eligible to enter into an agreement pursuant to this section no earlier than thirty days after the delivery of the return of unpaid taxes to the enforcing officer.
7. The tax law is amended by adding a new section 1202-kkk to read as follows he amount due under an installment agreement shall be the eligible delinquent taxes plus the interest that is to accrue on each installment payment up to and including the date on which each payment is to be made. The agreement shall provide that the amount due shall be paid, as nearly as possible, in equal amounts on each payment due date. Each installment payment shall be due on the last day of the month in which it is to be paid.
8. Interest and penalties. Interest on the total amount of eligible delinquent taxes, less the amount of the down payment made by the eligible owner, if any is required, shall be that amount as determined pursuant to the applicable sections of this chapter, or such other law as may be applicable. The rate of interest in effect on the date the agreement is signed shall remain constant during the period of the agreement. If an installment is not paid on or before the date it is due, interest shall be added at the applicable rate for each month or portion thereof until paid. In addition, if an installment is not paid by the end of the fifteenth calendar day after the payment due date, a late charge of five percent of the overdue payment shall be added.
9. Waiver of interest and penalties for certain eligible deployed military members. A county, city, town, village or other taxing entity may adopt a local law, resolution or ordinance to waive interest, penalties and fees as would otherwise be imposed pursuant to this section, provided that:
- (a) the financial hardship was caused in substantial part by the owner's having been ordered to active military duty in the United States armed forces including the reserve components of such armed forces;
 - (b) the deployment lasted for at least six contiguous months, or the owner was killed in acting 2 during such activation; and
 - (c) the owner provides satisfactory written evidence as prescribed in the local law, resolution or ordinance that the chief elected officer or such

county, city, town, village or taxing entity, or their designee, or any other official that may be designated by such law, ordinance or regulation.

8. Default

(a) The eligible owners shall be deemed to be in default of the agreement upon:

(i) non-payment of any installment within thirty days from the payment due date;

(ii) non-payment of any tax, special ad valorem levy or special assessment which is levied subsequent to the signing of the agreement by the tax district, and which is not paid prior to the receipt of the return of unpaid taxes by the enforcing officer; or

(iii) default of the eligible owner on another agreement made and executed pursuant to this section.

(b) In the event of a default, the tax district shall have the right to require the entire unpaid balance, with interest and late charges, to be paid in full. The tax district shall also have the right to enforce the collection of the delinquent tax lien pursuant to the applicable sections of law, special tax act, charter or local law.

(c) Where an eligible owner is in default and the tax district does not either require the eligible owner to pay in full the balance of the delinquent taxes or elect to institute foreclosure proceedings, the tax district shall not be deemed to have waived the right to do so.

9. Notification of potential eligible owners.

(a) Within forty-five (45) days after receiving the return of unpaid taxes from the collecting officer, or as soon thereafter as is practicable, the enforcing officer shall notify, by first class mail, all potential eligible owners of their possible eligibility to make installment payments on such tax delinquencies. The enforcing officer shall add one dollar to the amount of the tax lien for such mailing, if the local law provided for such a charge.

(b) The failure to mail any such notice, or the failure of the addressee to receive the same, shall not in any way affect the validity of taxes or interest prescribed by law with respect thereto.

(c) The enforcing officer shall not be required to notify the eligible owner when an installment is due.

10. Where an installment agreement so provides, the lien or liens to which the agreement relates may be sold to the state of New York municipal bond bank agency, or a tax lien entity created thereby, pursuant to title five of this article. In case of such a sale, the rights and duties of the tax district under the agreement shall be assumed by the tax lien purchaser. The tax lien purchaser shall continue to allow the owner or owners to make installment payments in the amounts and at the times called for by the agreement, as they did prior to the sale to the tax lien purchaser. However, such payments shall be made to the tax lien purchaser or its tax collection agent, rather than to the tax district, unless the tax district and the tax lien purchaser have agreed otherwise.

11. The provisions of this section shall not affect the tax lien against the property except that the lien shall be reduced by the payments made under an installment agreement, and that the lien shall not be foreclosed during the period of installment payments provided that such installment payments are not in default.

Section 2. Implementation and Oversight. All officers, departments, and agencies of the City of Mount Vernon shall comply with the provisions of this Local Law and the amended Charter schedule. The Department of Finance shall provide administrative support and coordination to ensure the timely collection of delinquent property taxes.

Section 3. Effective Date. This act shall take effect immediately; provided, however, that the provisions of this act shall expire ten years after such effective date, when upon such date the provisions of this act shall be deemed repealed.

**A RESOLUTION OF THE CITY OF MOUNT VERNON CITY COUNCIL
DECLARING ITSELF AS LEAD AGENCY FOR A PETITION SEEKING
ZONING TEXT AND MAP AMENDMENTS AND RELATED
LAND USE APPROVALS BY GRACE BAPTIST CHURCH**

WHEREAS, a Petition submitted by Grace Baptist Church (“Petitioner”) to amend the Zoning Ordinance and Zoning Map of the City of Mount Vernon (“Zoning Petition”) to permit Petitioner’s Project (as defined herein) to be developed on three adjacent lots known as 70 South Sixth Avenue, 60 South Sixth Avenue, and 47 Second Street West, designated on the City of Mount Vernon Tax Map as Section 165.78, Block 3068, Lots 15, 16 and 36 (“Property”); and

WHEREAS, Petitioner is the owner of the Property, which comprises approximately 27,653 square feet (±0.63 acres); and

WHEREAS, the Property is located in two zoning districts, the NB Neighborhood Business District and the RMF-6.75 Multifamily Residence District; and

WHEREAS, Petitioner’s stated purpose of the requested Petition is to permit the construction of a 15-story mixed-use building, consisting of approximately 262 affordable dwelling units (for families at or below 80% of the Area Median Income for Westchester County), office space which will be utilized by the Grace Baptist Church (±6,948 sf) and municipal offices (±5,000 sf), approximately 114 structured off-street parking spaces, and resident amenities (“Project,” collectively with the Petition, “Proposed Action”); and

WHEREAS, the Project as proposed is not presently permitted in either the NB Neighborhood Business District or the RMF-6.75 Multifamily Residence District; and

WHEREAS, on or about June 11, 2025, Petitioner submitted to the City Council the Petition, together with a conceptual site plan, floor plans, and renderings; and

WHEREAS, pursuant to the State Environmental Quality Review Act and its implementing regulations at 6 N.Y.C.R.R. Part 617 (collectively, “SEQRA”), Petitioner submitted to the City Council a Full Environmental Assessment Form Part 1 (“EAF”) for the Proposed Action, dated September 12, 2025; and

WHEREAS, as described in the EAF, the Proposed Action includes the requested Petition and the redevelopment of the Property for the Project as further described in Petitioner’s application materials; and

WHEREAS, the Proposed Action has been designed to be consistent with the recommendations and guiding principles of the City’s November 2025 Comprehensive Plan, including the January 2024 Downtown Vision Report, which encourages increased density, affordable housing, and walkable mixed-use development in the downtown area; and

WHEREAS, the Proposed Action is a Type I action under SEQRA; and

WHEREAS, the City Council previously designated its intent to serve as Lead Agency for the prior proposals pursuant to the State Environmental Quality Review Act and its implementing regulations at 6 N.Y.C.R.R. Part 617 (collectively, “SEQRA”); and

WHEREAS, the City Council is the approval authority for the Zoning Petition; and

WHEREAS, the City Council concluded that it is the appropriate agency to serve as Lead Agency; and

WHEREAS, the City Council provided written notice of its intent to serve as Lead Agency to the Involved and Interested Agencies; and

WHEREAS, the City Council has not received any written objections from any Involved or Interested Agency to the Council’s designation as Lead Agency, and the statutory deadline for any such objections has passed.

NOW, THEREFORE, BE IT RESOLVED, that the City Council declares itself as Lead Agency for the purpose of conducting a coordinated review of the potential environmental impacts of the Proposed Action under SEQRA; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.



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

REVISED LETTER

February 5, 2026

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

Re: Ms. Lomari Payne - Promotion from Senior Account Clerk to Assistant Commissioner

Dear Honorable City Council Members,

I am writing to formally request approval to promote Ms. Lomari Payne, who currently serves as a Senior Account Clerk within the Department of Public Works, to the title of Assistant Commissioner of Public Works, effective February 9, 2026.

This position will be created by combining and consolidating the roles, duties, and responsibilities currently assigned to the Secretary and the Senior Account Clerk. The Department of Public Works continues to manage increasing administrative and financial complexity, including expanded compliance obligations, financial controls, and interdepartmental coordination tied to extended operations and emergency response. By consolidating responsibilities into a single executive-level administrative position, the Department will improve internal workflow efficiency, establish transparency, strengthen accountability for sensitive administrative and fiscal functions, and enhance strategic support to the Commissioner in a manner that exceeds the limitations of the existing separate roles.

Therefore, I am hereby requesting the following legislative approval(s) by this Honorable City Council and thereafter submitted to the Board of Estimate for authorization:

Step 1 - Transfer of Funds (N/A)

There is sufficient funding remaining 2026FY Salary Budget lines below, therefore a transfer of funds is not warranted for this acquisition.

Title	2026FY Adopted Salary
Secretary	A1490.101 Commissioner’s Office (Salaries and Wages) - \$60,000
Senior Account Clerk	A1490.101 Commissioner’s Office (Salaries and Wages) – 78,540

***There is \$122,554.84 remaining in both salary lines to cover the compensation for the new position**



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

Step 2 - Salary Amendment

The proposed promotion includes the following salary amendment to transfer the remaining salary for the Senior Account Clerk and Secretary to fund the Assistant Commissioner of Public Works at a Grade 14 in accordance with the CSEA Union, as follows:

Title	New Salary
Secretary	\$1.00
Senior Account Clerk	\$1.00
Assistant Commissioner of Public Works – Fund	\$104,150.70

Step 3 - Leave of Absence:

I respectfully request legislation from your Honorable Body granting a one (1) year leave of absence for Ms. Lomari Payne, **Senior Account Clerk** to fulfill the position of **Assistant Commissioner** within the Department of Public Works. Ms. Lomari Payne’s Leave of Absence will be effective from February 9, 2026, through February 8, 2026, in accordance with his Teamsters Local 456 Union Contract.

Step 4 – Salary Resolution - Subsequently, a corresponding separate Salary Resolution will be sent to the Board of Estimate, to coincide with this legislative request upon approval.

Thank you for consideration in this matter.

Respectfully,

Damani L. Bush
Commissioner of Public Works
DLB/db
Cc: Human Resources
File

Attachments: Assistant Commissioner of Public Works – Civil Service Job Specifications

ASSISTANT COMMISSIONER OF PUBLIC WORKS

DISTINGUISHING FEATURES OF THE CLASS: Under the general direction of the Commissioner, the incumbent will assist in confidential budgetary analysis, financial policy development, and monitoring financial compliance, including detailed financial review and evaluation of proposals referred to the Comptroller and Board of Estimates and Contracts. The incumbent will advise the Commissioner on actions related to financial impact, cost issues, budgetary compliance, and other cost/benefit implications. In addition, financial accounting and standardized application of functions such as account keeping, auditing, and related tasks. This requires the ability to handle highly sensitive and confidential information and analysis and involves effective working relationships with the Deputy Commissioner Infrastructure and Capital Improvements, the staff of the Finance Department and the Payroll Office, as well as other public officials in dealing with highly sensitive issues. Assists in the supervision of DPW Commissioners Office and Personnel; Does related duties as required.

EXAMPLES OF WORK (ILLUSTRATIVE ONLY):

Assists the Commissioner with developing and recommending City financial and budget policies to the Board of Estimates for approval by the City Council; Under the direction of the Commissioner, monitor and ensure compliance of financial policies and procedures as directed by the City and approval by the City Council and Board of Estimates and Contracts; Analyzes and evaluates all submissions to the Comptroller and Board of Estimates and Contracts; Oversees and/or keeps time and records for projects and personnel; Coordinates personnel timekeeping records within Kronos or similar software; Keeps labor time and records for snow removal operations, and other extended operations such as emergencies and FEMA reimbursement documentation; Oversee and coordinate office administrative procedures and review, evaluate and implement new procedures; Maintain office files and records, ensuring they are up-to-date and properly managed, while perpetually ensuring data integrity and confidentiality; Receives remittances by mail or in person, verifies amount, computes interest and penalties, and posts to a book of original entry; Working across a spread spectrum of city departments regarding receiving and disbursing funds including Grants Team, Planning, Office of the Comptroller, and outside agencies such as United States Environmental Protection Agency, New York State Department of Environmental Conservation, and various and sundry grant funding streams.

REQUIRED KNOWLEDGE, SKILL AND ABILITIES: Candidates must have thorough knowledge of principles and practices of municipal finance, budgeting, accounting, fiscal controls, including fund accounting and grant management; must have thorough knowledge of governmental budget preparation, monitoring, and compliance, including familiarity with Board of Estimates and Contracts procedures; comptroller review processes, and City Council approval requirements; good knowledge of applicable federal, state, local laws, rules, and regulations affecting public works operations, labor reporting, payroll administration, and financial compliance. Including; must have the ability to analyze complex financial, budgetary, operational data and be able to prepare clear accurate reports and recommendations for executive-level decision-making; ability to interpret and evaluate financial proposals, contracts, and funding submissions for cost, compliance, and long-term fiscal impact; ability to handle highly sensitive and confidential information with discretion, integrity, and professionalism; ability to supervise, train, and evaluate clerical and professional staff, including the ability to recommend disciplinary action in accordance with established policies and collective bargaining agreements; ability to plan, coordinate, and

manage office operations to ensure efficiency, compliance, accuracy, and continuity of departmental administrative functions; ability to communicate effectively, both orally and in writing, with elected officials, department heads, staff, external agencies, and the public.; Must be able to establish and maintain effective working relationships with City departments, regulatory agencies, funding entities, and external stakeholders; Proficiency in maintaining accurate records, ensuring data integrity, and utilizing financial and administrative software systems; Must be able to respond effectively under pressure during emergencies, extended operations, and time-sensitive financial reporting periods; tact and courtesy; integrity; dependability; good judgment; initiative; resourcefulness; and physical condition commensurate with the demands of the position.

ACCEPTABLE EXPERIENCE AND TRAINING: Graduation from a New York State recognized College or University with Bachelor's Degree; PLUS three years of experience relatable to civil/municipal work one of which must have been in a supervisory/financial management experience and extensive dealing with the public.



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

February 5, 2026

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

Re: Mr. John Nuculovic - Promotion from DPW Deputy Commissioner (Administrative) to Chief of Infrastructure and Capital Improvements

Dear Honorable City Council Members,

I am writing to formally request approval to promote Mr. John Nuculovic, who currently serves as DPW Deputy Commissioner (Administrative) funded by the New York State Environmental Facilities Corporation (EFC) within the Department of Public Works, to the title of Chief of Infrastructure and Capital Improvements within the Mayor's Office, effective February 9, 2026.

This role will have oversight over all Infrastructure and Capital Improvements, with direct operational authority extending to the Board of Water Supply. This action reflects the City's evolving infrastructure needs and the increasing scale, complexity, and regulatory demands associated with capital improvement planning, utility rehabilitation, grant initiatives, consent decree compliance and long-term asset management. The proposed Chief of Infrastructure and Capital Improvements will serve as the City's senior executive responsible for the planning, coordination, execution, and oversight of all infrastructure and capital-related projects across DPW and the Board of Water Supply, ensuring alignment with Federal, State, and local mandates.

Therefore, I am hereby requesting the following legislative approval(s) by this Honorable City Council and thereafter submitted to the Board of Estimate for authorization:

Step 1 - Transfer of Funds

Funding for this acquisition is available via the following 2026FY Budget Transfer.

From	To
A1490.101G: DPW Commissioner's Office (Salaries and Wages) - \$117,229	A1210.101G: Office of the Mayor (Salaries and Wages) - \$117,229



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

Step 2 – Funding Sources

Given the expanded scope, technical responsibility, fiduciary oversight, and executive leadership required, it is proposed that the salary for this position be adjusted from \$117,229 to \$175,147.29, Grade 16 in accordance with the CSEA Salary Scale. The funding structure for this adjustment has been strategically developed to minimize impact on the City's General Operating Budget:

- 75% or \$131,360.00 of the salary shall be reimbursed through New York State Environmental Facilities Corporation (EFC) eligible administrative funding, and
25% or \$43,787.29 of the salary shall be funded by the Board of Water Supply, in accordance with the attached Memorandum of Agreement. The city will accept funding from the Board of Water Supply into line A2816 Water Fund Transfer In.

Step 3 - Salary Amendment

The proposed promotion includes the following salary amendment to defund and transfer the funding for the DPW Deputy Commissioner (Administrative) title and fund the Chief of Infrastructure and Capital Improvements title, as follows:

Table with 2 columns: Title, Salary. Row 1: DPW Deputy Commissioner (Admin.) - Defund, \$0.00. Row 2: Chief of Infrastructure and Capital Improvements - Fund, \$175,147.29

Step 4 – Salary Resolution - Subsequently, a corresponding separate Salary Resolution will be sent to the Board of Estimate, to coincide with this legislative request upon approval.

Thank you for consideration in this matter.

In Service,

Handwritten signature of Shawyn Patterson-Howard

Shawyn Patterson-Howard, Mayor
City of Mount Vernon

Handwritten signature of Damani L. Bush

Damani L. Bush
DPW Commissioner

Handwritten signature of Carlton C. Spruill

Carlton C. Spruill
BOW Commissioner

SPH/db

Cc: Comptroller's Office
Department of Public Works



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

Board of Water Supply
Engineering Bureau
Local 456 Teamsters
CSEA
New York State Environmental Facilities Corporation (EFC)
New York State Department of Environmental Conservation (DEC)
United States Environmental Protection Agency (EPA)
File

Attachments: Chief of Infrastructure and Capital Improvements – Job Specifications
Memorandum of Agreement – Mayor’s Office, DPW, BOW

CHIEF OF INFRASTRUCTURE AND CAPITAL IMPROVEMENTS

DISTINGUISHING FEATURES OF THE CLASS: The Chief of Infrastructure and Capital Improvements, under the general direction and supervision of the Office of the Mayor, and in concert with the Commissioner of Public Works and the Commissioner of the Board of Water Supply, directs both field activities (preventative, corrective, capital, and large-scale emergency actions) regarding all infrastructure for both Department of Public Works and Board of Water Supply, as well as administration responsibilities particularly, serving on the Capital Projects Committee. This position involves working with leadership to prioritize capital projects city-wide, providing short- and long-term strategic assessments, supervising consultants and contractors and assisting the enforcement of stakeholder department. The primary personnel and bureau responsibilities are providing guidance, supervision, or direction of, the following: DPW Supervisor, Assistant DPW Supervisor, Water Superintendent, Water Foreman and Water Field Operations Staff, Highway Maintenance Bureau, Stormwater and Sanitary Sewers Bureau, Building Maintenance Staff, Engineering Bureau, Project Management staff, The Stormwater Coordinator, and DPW Accounting staff. This position also exercises supervision over professional, technical and administrative support staff, as pertaining to Capital Projects. The Chief of Infrastructure and Capital Improvements have the additional duties of assisting in the development of the operational and capital budgets, asset management and personnel management, within both departments as required by Commissioners. This position is the executor of all Federal, State and Local mandated requirements. Examples could include, the Lead Service Line project as mandated by the United States Environmental Protection Agency (EPA), and Federal Consent Decrees from the United States District Courts. The Chief of Infrastructure and Capital Improvements is also charged with the additional duty of Administrative/Adjudications Hearing Officer related to citations/complaints and corresponding findings and fines regarding non-criminal illicit actions such as Sanitary/Stormwater and Sanitation infractions. Does related work as required.

SPECIAL INFORMATION REGARDING THIS POSITION: Relative to this position, the City of Mount Vernon, New York has (1) over 191 employees across two collective bargaining units and two Departments (Public Works and Board of Water Supply, (2) of over 100 miles of road; (3) over 200 miles of sanitary and storm sewers; (4) over 200 miles of water infrastructure; (5) over 3,000 catch basins; (6) over 3,000 manholes; (7) almost 5,000 street lights; (8) an operational fleet of over 250 rolling stock; (9) building maintenance of all municipal structures and real property including but not limited to, four firehouses, the Police Department/Court Complex, City Hall, Parking Structures, Parks and Playgrounds and DPW Facilities.

EXAMPLES OF WORK (ILLUSTRATIVE ONLY):

Supervises requisite Operational Bureaus in Department of Public Works and Mount Vernon Board of Water Supply; Coordinates Lead Service Removal projects in conjunction with Sanitary and Stormwater Rehabilitation, Street Resurfacing and Utility Companies construction; Advises and assists the Commissioners in the formulation of policies, plans and programs; Enforces all applicable Codes and Standards in the public right-of-way; Functions as the Hearing Officer for Sanitary, Stormwater, Sanitation and other Public Right-of-Way illicit issues; Assists the Commissioner(s) with budgets; Assists in Capital Projects; Assists in grant writing and grant management; Oversee and assists City Engineer with jobs, tasks, specifications, and bids; Assists the Commissioners of Public Works and of Board of Water Supply with contracts;

Reviews and signs permit applications for work within Drafts Communication to be submitted to City Council Legislation and Board of Estimates; Acts as Construction Inspector for outside agencies and City of Mount Vernon Departments regarding sidewalk Acts as Construction Inspector and Officer in charge of paving operations and pavement maintenance.

REQUIRED KNOWLEDGE, SKILL AND ABILITIES: Candidates must have mastery of leadership, management and supervision; Proficiency in sewer construction and maintenance, with the ability to lead and diagnose responses to issues, complaints and emergencies; Extensive knowledge of pavement maintenance, both corrective and preventative and experience in pavement maintenance planning;; Must have experience in Capital Projects and Capital Budgeting and proficiency with Operational Budgeting; Proficiency with building design, building code enforcement, and general contracting; Must be proficient with automotive equipment, preventative and corrective maintenance and planning/tracking of fleet maintenance; Experience supervising utility companies; Must have the ability to manage competing hi-priority tasks; Communicate effectively both verbally and in writing; The requisite physical conditioning regarding the demands of the position - including working on a construction site or ad hoc emergencies, standing, sitting, kneeling for extended periods of time, and lifting more than 20 pounds

ACCEPTABLE EXPERIENCE AND TRAINING: Graduation from a New York State recognized College or University with a Bachelor's Degree; PLUS, ten years of construction experience relatable to civil/municipal work, three of which must have been at a top supervisory/management experience.

SPECIAL REQUIREMENT FOR THIS POSITION:

1. Possession of a valid New York State Driver's License (Class D)
2. Possession of, or the ability to earn, New York State Grade 1 B, Grade 2 B, and Grade D Community Water Systems Operator's License(s) course/certification within 24 months

Civil Service Law, Section 22: Certification for positions. Before any new position in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the commission.

**City of Mount Vernon Civil Service Commission
Mt. Vernon, NY 10550
New Position Duties Statement**

Department head or other authorities requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit.
Forward one typed copy to this Commission.

1. Department Mayor's Office	Bureau, Division, Unit or Section Mayor's Office	Location of Position City Hall
--	--	--

2. Description of Duties: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.

Job Title: Chief of Infrastructure and Capital Improvements

Percent of Work

Job Duty

GENERAL INFORMATION:

Relative to this position, the City of Mount Vernon, New York has [1] over 191 employees across two collective bargaining

DISTINGUISHING FEATURES OF THE CLASS:

The Chief of Infrastructure and Capital Improvements, under the general direction and supervision of the Office of the May

EXAMPLES OF WORK (ILLUSTRATIVE ONLY):

- Supervises requisite Operational Bureaus in Department of Public Works and Mount Vernon Board of Water Supply
- Coordinates Lead Service Removal projects in conjunction with Sanitary and Stormwater Rehabilitation, Street Resurfacing and Utilit
- Advises and assists the Commissioners in the formulation of policies, plans and programs
- Enforces all applicable Codes and Standards in the public right-of-way
- Functions as the Hearing Officer for Sanitary, Stormwater, Sanitation and other Public Right-of-Way illicit issues
- Assists the Commissioner(s) with budgets
- Assists in Capital Projects
- Assists in grant writing and grant management
- Oversee and assists City Engineer with jobs, tasks, specifications, and bids
- Assists Commissioners of Public Works and of Board of Water Supply with contracts
- Reviews and signs permit applications for work within city
- Crafts Communication to be submitted to City Council Legislation and Board of Estimates;
- Acts as Construction Inspector for outside agencies and City of Mount Vernon Departments regarding sidewalk repair and road ope
- Acts as Construction Inspector and Officer in charge of paving operations and pavement maintenance

REQUIRED KNOWLEDGE, SKILL AND ABILITIES:

- Mastery of leadership, management and supervision
- Proficiency in sewer construction and maintenance, with the ability to lead and diagnose responses to issues, complaints and emerg
- Mastery of pavement maintenance, both corrective and preventative; experience in pavement maintenance planning
- Experience in Capital Projects and Capital Budgeting
- Proficiency with Operational Budgeting
- Proficiency with building design, building code enforcement, and general contracting
- Proficiency with automotive equipment, preventative and corrective maintenance and planning/tracking of fleet maintenance
- Experience supervising utility companies
- The ability to manage competing hi-priority tasks
- The ability to communicate well both verbally and in writing
- The requisite physical conditioning regarding the demands of the position - including working on a construction site or ad hoc eme

(Attach additional sheets if more space is needed)

3. Names and Titles of Persons Supervising this position (General, Direct, Administrative, etc.)

Name	Title	Type of Supervision
Shawyn Patterson-Howard	Mayor	General

4. Names and Titles of Persons Supervised by Employee in this position

Name	Title	Type of Supervision

5. Names and Titles of Persons doing substantially the same kind and level of work as will be done by the incumbent of this new position

Name	Title	Location of Position

6. What minimum qualifications do you think should be required for this position?

Education: High School Years
 College 4 Years, with specialization in Bachelor's of Science
 College Years, with specialization in

Experience: (list amount and type)

ACCEPTABLE EXPERIENCE AND TRAINING: [1] Graduation from a NYS recognized school of higher education resulting in a Baccalaureat

Essential knowledge, skills and abilities:

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 1/22/2026 Title: Mayor Signature:

Certificate of Civil Service Commission

8. In accordance with the provisions of Civil Service Law Section 22, the Mt. Vernon Civil Service Commission certifies that the appropriate civil service title for the position described is:

Title: Chief of Infrastructure & Capital Improvements
 Jurisdictional Classification:

Date: 1/22/2026 Signature: Shawyn Patterson-Howard

Action by Legislative Body or Other Approving Authority

9. Creation of described position

- Approved
- Disapproved

Date: Signature:

Return One Completed Copy to: City of Mt. Vernon Civil Service Commission, Rm #103, 1 Roosevelt Square, Mt. Vernon, NY 10550



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

REVISED LETTER

February 5, 2026

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

Re: Mr. Jawwad Abdul-Halim - Promotion from Code Enforcement Officer to Code Enforcement Coordinator

Dear Honorable City Council Members,

I am writing to formally request approval to promote Mr. Jawwad Abdul-Halim, who currently serves as a Code Enforcement Officer within the Department of Public Works, to the title of Tree Trimmer, effective February 9, 2026.

Over the most recent enforcement period, the current Code Enforcement Officer has issued more than \$1.6 million in summonses and violations (*please see attached report*), representing an unprecedented level of compliance enforcement, revenue generation, and public-safety impact for the City. This level of output significantly exceeds the customary scope of an individual enforcement role and reflects responsibilities more consistent with a program-level position.

Therefore, I am hereby requesting the following legislative approval(s) by this Honorable City Council and thereafter submitted to the Board of Estimate for authorization:

Step 1 - Transfer of Funds

Funding for this acquisition is available via the following 2026FY Budget Transfer.

From	To
A8160.203 Sanitation (Equipment) - \$1,586.25	A8160.101 Sanitation (Salaries and Wages) - \$1,586.25

***The current salary of \$73,818 for Code Enforcement Officer is already budgeted within A8160.101 Sanitation (Salaries and Wages), therefore there is no need to transfer these funds.**



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

Step 2 - Salary Amendment

The proposed promotion includes the following salary amendment to transfer the remaining salary for the Code Enforcement Officer to fund the Code Enforcement Coordinator, as follows:

Title	New Salary
Code Enforcement Officer	\$1.00
Code Enforcement Coordinator – Fund	\$75,069.64

Step 3 - Leave of Absence:

I respectfully request legislation from your Honorable Body granting a one (1) year leave of absence for Mr. Jawwad Abdul-Halim, **Code Enforcement Officer** to fulfill the position of **Code Enforcement Coordinator** within the Department of Public Works. Mr. Abdul-Halim’s Leave of Absence will be effective from February 9, 2026, through February 8, 2027, in accordance with his Teamsters Local 456 Union Contract.

Step 4 – Salary Resolution - Subsequently, a corresponding separate Salary Resolution will be sent to the Board of Estimate, to coincide with this legislative request upon approval.

Thank you for consideration in this matter.

Respectfully,

Damani L. Bush
Commissioner of Public Works
DLB/db
Cc: Human Resources
File

Attachments: Code Enforcement Report
Code Enforcement Coordinator – Civil Service Job Specifications

CODE ENFORCEMENT COORDINATOR

DEPARTMENT OF PUBLIC WORKS

DISTINGUISHING FEATURES OF THE CLASS; Under the direction of the Commissioner and/or Deputy Commissioner of Public Works, the incumbent is responsible for coordinating, administering the supporting the municipal code enforcement compliance activities as they relate to public works operations, infrastructure, sanitation, legal dumping, property maintenance, abandoned vehicles, and quality-of-life conditions. This position focuses on field operations, interdepartmental coordination, compliance tracking, court support and community response. The role supports operational continuity by assisting with inspections, responding to complaints, preparing enforcement documentation, coordinating with legal counsel and representing the department at court hearings, public hearings and during after-hour weekend operations as required. Does related work as required.

EXAMPLES OF WORK; (Illustrative only)

Conduct field inspections and follow-up investigations related to complaints and observed violations impacting public health, safety and quality of life;
Prepare inspection reports, notices of violations, affidavits, summonses, photographic documentation and related enforcement records;
Coordinate with the City Law Department to prepare cases for administrative or municipal court proceedings;
Attend and testify at court hearings regarding code enforcement and compliance matters as required;
Track compliance timelines, court outcomes and corrective actions using case management or work-order software;
Coordinate enforcement activity with DPW divisions, Police Department, Fire Department, Buildings and Planning and external agencies as appropriate;
Participate in community meetings, public forums and outreach initiatives to explain code requirements and compliance processes;
Assist in evaluating operational challenges and recommending procedural improvements related to enforcement workflows;
Support data collection and reporting on enforcement activity, response times and compliance outcomes.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Candidates must have good knowledge of municipal codes, ordinances, public works regulations and procedures; must have knowledge of inspection techniques, documentation standards and court preparation and practices; must be able to interpret and apply laws, regulations and departmental practices; must have the ability to communicate clearly and effectively, both orally and in writing, including testimony in court settings; must have the ability to work collaboratively with multiple

departments and external agencies; must have the ability to exercise a high degree of independent sound judgment, tact and courtesy and professionalism; candidates must be able to organize work, maintain accurate records and meet deadlines; must have proficiency in the use of computers and case-management or work-order software and physical condition commensurate with the demands of the position.

ACCEPTABLE TRAINING AND EXPERIENCE;

Completion of a high school diploma or possession of an equivalency diploma issued by the New York State Education Department; PLUS two years of experience as a Code Enforcement Officer and extensive dealing with the public.

SPECIAL REQUIREMENTS:

- 1) Must be able to work weekend, holiday and after hour operations when required.
- 2) Must have a valid New York State Drivers License.
- 3) Must have a New York State Code Enforcement Certification.

Adopted

CSC

7/24/2026