

City of Mount Vernon, New York

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



Tally Sheet - Final

Tuesday, May 20, 2025

3:00 PM

MAYOR'S CONFERENCE ROOM - 1st FLOOR

Board of Estimate & Contract

NICOLE BONILLA, M.B.A.
City Clerk

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

Call to Order: At 3:00 PM by Chairwoman Mayor Shawyn Patterson-Howard

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

OTHERS: Chief of Staff Malcolm Clark, Asst. Corporation Counsel Johan Powell, City Clerk Nicole Bonilla, Assistant Comptroller Condell Hamilton

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

1. [TMP](#) Office of the Mayor: An Ordinance Authorizing the Execution of an Updated
[-1362](#) Memorandum of Understanding (MOU) with the Bloomberg Harvard City
Leadership Initiative

Code: LPW

2. [TMP](#) Department of Public Works: An Ordinance Authorizing the Amendment of Article
[-1347](#) IX, Section 105-B, entitled "Abatement of Nuisance" of the Code of the City of
Mount Vernon

Code: LPW

3. [TMP](#) Department of Public Works: An Ordinance Authorizing the Mayor to Enter into a
[-1360](#) Land Lease Agreement with Max Johl of Positive Pup Playgroup for the External
Area of the Animal Shelter Located at 600 Garden Avenue, Mount Vernon, NY
10550

Code: LPW

4. [TMP](#) Department of Public Works: An Ordinance Authorizing the Attendance of the
[-1367](#) Department of Public Works Skilled Laborer Bryan Whitley at the Traffic Signal
Technician Training Through the International Municipal Signal Association
(IMSA), and Authorizing Expenditure of Funds for such Purpose

Code: LPW

5. [TMP](#) Department of Recreation: An Ordinance Authorizing the Creation of an Additional
[-1365](#) Recreation Assistant Position in the Department of Recreation, Reallocating Funds
from an Existing Position, and Amending the Adopted 2025 Budget Accordingly

Code: HR

6. [TMP](#)
[-1375](#) Department of Recreation: An Ordinance Authorizing the Department of Recreation to Co-Sponsor the 2025 "4th Street Classic Basketball Tournament" in Partnership with 4th Street Classic Basketball and Groovey Lou, and Officially Renaming 4th Street Park to "Gus Williams Park"
- Code:** HR
7. [TMP](#)
[-1366](#) Department of Public Safety: An Ordinance Authorizing the Mayor to Enter into a Memorandum of Understanding (MOU) to Partner with Westchester County on the STRIVE Initiative under the New York State Division of Criminal Justice Service (DCJS)
- Code:** PSC
8. [TMP](#)
[-1372](#) Office of the Comptroller: An Ordinance Authorizing a Budget Transfer from Contingency to City Council Outside Contracted Services to Support Legal Services for the Charter Review Commission - (COMP2025-8)
- Code:** FP
9. [TMP](#)
[-1384](#) Department of Buildings: An Ordinance Authorizing the Reallocation of Funds from the Code Enforcement Officer Position to Fund a Temporary Help Position in the Department of Buildings
- Code:** PSC
10. [TMP](#)
[-1404](#) Comptroller: An Ordinance Establishing a Temporary Tax Interest Amnesty Program for Commercial Properties - (COMP2025-09)
- Code:** FP

REQUEST TO AUTHORIZE PARTIAL PAYMENT - DEPARTMENT OF PUBLIC WORKS

11. [TMP](#)
[-1364](#) Department of Public Works: A Resolution Authorizing Partial Payment No. 13 for Sewer System Rehabilitation - Phase 1 to National Water Main Cleaning Company
- Code:** LPW

RETAINER

12. [TMP](#)
[-1406](#) Engagement Letter - to retain the Oxman Law Group, PLLC
13. [TMP](#)
[-1355](#) A Resolution Authorizing the Retention of the Law Office of Kristen K. Wilson, as Special Counsel to Assist the Charter Revision Committee

SETTLEMENTS

14. [TMP](#)
[-1379](#) Settlement of Claim of Cynthia McMullen - (\$950.00)

-
15. [TMP](#) Settlement of Claim of Geico a/s/o Toi Williams-Lloyd - (\$7,000.00)
[-1380](#)
16. [TMP](#) Settlement of Claim of Allstate Insurance Company, as Subrogee of Bennet Fox -
[-1394](#) (17,000.00)
17. [TMP](#) Settlement Claim of filed by Leticia Sotero - (80,000.00)
[-1400](#)
18. [TMP](#) Settlement of Claim of Kamil Mamak - (4,783.73)
[-1405](#)

TAX REVIEW SETTLEMENTS

19. [TMP](#) Resolution for Tax Settlement - 60 West Broad Street Inc. - \$58,123.67
[-1401](#)
20. [TMP](#) Resolution for Tax Settlement - 210 West LLC - for property located at 135 Sindey
[-1403](#) Avenue - \$3,317.24
22. [TMP](#) Resolution for Tax Settlement - 210 West LLC - for property located at 139 Sindey
[-1407](#) Avenue - \$3,856.45
22. [TMP](#) Resolution for Tax Settlement - 41 South Avenue R.E. Corp. - \$2,762.68
[-1402](#)

Agenda was concluded at ____ PM

Chairwoman Patterson-Howard asked if there was new business:

Mayor asked for a motion to adjourn.

There being no further business, the meeting was adjourned at ____



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1362

Agenda Date: 5/14/2025

Agenda #: 1.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on May 14, 2025, and signed by the Mayor on May 15, 2025, authorizing the Execution of an Updated Memorandum of Understanding (MOU) with the Bloomberg Harvard City Leadership Initiative- (the updated MOU shall not impose any financial obligation on the City, as the Fellow's services are provided through the Bloomberg Harvard City Leadership Initiative at *no* cost to the City of Mount Vernon); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN UPDATED MEMORANDUM OF UNDERSTANDING (MOU) WITH THE BLOOMBERG HARVARD CITY LEADERSHIP INITIATIVE

Whereas, by letter dated April 21, 2025, the Mayor has requested legislation authorizing her to execute the updated Memorandum of Understanding (MOU) between the City of Mount Vernon and the Bloomberg Harvard City Leadership Initiative, in substantially the form presented to the City Council and attached hereto; and

Whereas, the City of Mount Vernon, through the leadership of the Patterson-Howard Administration, has established a valuable partnership with the Bloomberg Harvard City Leadership Initiative at the Harvard Kennedy School of Government; and

Whereas, this partnership has facilitated the placement of a Bloomberg Harvard City Hall Fellow in the City of Mount Vernon's Buildings Department, providing critical operational support at no cost to the City; and

Whereas, the services rendered by the Fellow have significantly contributed to the administration's strategic goals of improving departmental efficiency, enhancing service delivery, and supporting policy development within City operations; and

Whereas, the Bloomberg Harvard team has issued updated grant award language and provided a revised Memorandum of Understanding to ensure compliance with current grant reporting and administrative standards; and

Whereas, while the substance of the fellowship and the City's obligations remain unchanged, the updated MOU reflects necessary technical revisions to align with the Initiative's current requirements; **Now**,

Therefore, Be It Resolved That

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

Section 1. Authorization to Execute Updated MOU. The Mayor of the City of Mount Vernon is hereby authorized to execute the updated Memorandum of Understanding between the City of Mount Vernon and the Bloomberg Harvard City Leadership Initiative, in substantially the form presented to the City Council and attached hereto.

Section 2. Ratification of Prior Acts. All actions heretofore taken by the Mayor, the Buildings Department, or other officers or employees of the City in connection with the Bloomberg Harvard City Hall Fellowship are hereby ratified and confirmed.

Section 3. No Fiscal Impact. Executing the updated MOU shall not impose any financial obligation on the City, as the Fellow's services are provided through the Bloomberg Harvard City Leadership Initiative at no cost to the City of Mount Vernon.

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



CITY OF MOUNT VERNON, N.Y.

Mayor Office

SHAWYN PATTERSON-HOWARD, MPA
Mayor

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

MALCOLM CLARK
Chief of Staff

KHENDRA DAVID
Deputy Chief of Staff

April 21, 2025

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

Re: Updated Memorandum of Understanding (MOU) with Bloomberg Harvard City Leadership Initiative

To the Honorable City Council,

The Patterson-Howard Administration continues to benefit from its strategic partnership with the Bloomberg Harvard City Leadership Initiative at the Harvard Kennedy School of Government. Through this collaboration, the City of Mount Vernon has been afforded the opportunity to host a Bloomberg Harvard City Hall Fellow—at no cost to the City—who supports critical operations within the Buildings Department.

We are now submitting an updated Memorandum of Understanding (MOU) to reflect the new grant award language provided by the Bloomberg Harvard team. While the scope of the fellowship and the City's role remain the same, the revised language ensures alignment with current grant compliance and reporting standards.

This letter serves as a formal request for the City Council's approval to authorize the execution of the updated MOU. The Fellow's placement continues to provide meaningful policy support and workflow development, contributing to the administration's broader goals of improving departmental efficiency and service delivery.

A copy of the revised MOU is attached for your review. Please do not hesitate to contact my office should you have any questions or require further information.

In Service,

Mayor Shawyn Patterson-Howard, MPA
City of Mount Vernon

Cc: Law, DOB, HR

"The Jewel of Westchester"

Bloomberg Harvard City Leadership Initiative

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into as of April 21, 2025 between President and Fellows of Harvard College acting through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government (“Harvard”) and the City of Mount Vernon, NY acting through the Office of the Mayor (“CITY”). Each of Harvard and the CITY are sometimes referred to herein as a “Party” and collectively as the “Parties.”

The purposes of this MOU are (A) to state terms regarding the employment by the CITY of a Bloomberg Harvard City Hall Fellow (“Fellow”), who is a graduate of a masters or professional degree program at Harvard University; and (B) to provide for the Fellow to work for the leadership team of the Mayor of the CITY for a two-year term on a specific policy area (the “Engagement”).

The Parties agree as follows:

1. Scope of Engagement. The Fellow will work with the leadership team of the Mayor of the CITY, providing general support on a specific priority area and deliverables. Harvard and the CITY shall agree in advance on the project or policy area on which the CITY will engage the Fellow and the expected dates of the Engagement to ensure that the Engagement includes sufficiently meaningful and rigorous responsibilities to warrant inclusion in the Fellowship program.
2. Grant Award. Harvard will provide a grant to the CITY in an amount not to exceed \$150,000 (“Grant Award”), to be paid in installments on a quarterly basis during the period of the fellowship. The Grant Award will be used solely to reimburse the CITY’s costs of the Fellow’s salary, employee benefits, housing stipend, and subscriptions during the period of the fellowship. The Grant Award will be subject to a one-time increase to reflect a standard cost-of-living increase applicable to similarly situated CITY employees on the condition that the CITY first provides Harvard with reasonable supporting documentation as to the amount, timing and general applicability of such increase to similarly situated CITY employees.

The CITY will provide to Harvard a written statement of expenditures on a quarterly basis. On or before the tenth (10th) day following the end of each quarter during the period of the fellowship, the CITY will provide a written statement to Harvard setting forth specific amounts expended by the CITY on the Fellow’s salary, employee benefits, housing stipend, and subscriptions during the quarter just ended. Within thirty (30) days following receipt of such written statement, Harvard will pay such amounts to the CITY, provided that the total of all such quarterly payments shall not exceed the maximum amount of the Grant Award stated above.

If the CITY fails to use the Grant Award as specified herein, the CITY shall immediately inform Harvard and shall refund the unused grant amount to Harvard within 60 days of such nonuse (and, in any event, within 60 days following Harvard’s written request). This obligation will apply whether or not failure to

use the Grant Award funds results from termination of this Agreement pursuant to Section 6, the Fellow ceasing to be an employee of CITY, an act or omission of CITY, or for any other reason.

3. Supervision. The CITY will give work assignments to the Fellow and will supervise the Fellow's work for the CITY. The Mayor and the Mayor's leadership team will provide supervision, mentorship and guidance to help support the Fellow's tasks, objectives, and professional development. The CITY will provide access to all data, systems and technology necessary for the Fellow to conduct his or her work, commensurate with such access as CITY provides to other employees of its leadership team.

To advance the goals of the Bloomberg Harvard fellowship program, Harvard will provide at least two trainings for the Fellow, the first at the commencement of the Engagement and a second partway through the Engagement. So that Harvard may receive meaningful feedback regarding the fellowship program, the CITY supervisor overseeing the Fellow and Communications Director will communicate from time to time at Harvard's request on the Fellow's mentorship and work.

4. Salary and Benefits; Office Facilities; Compliance. CITY will employ the Fellow as a full-time employee of the CITY for two years, and shall pay the Fellow's salary at the same frequency and with standard cost-of-living raises as are given to comparable CITY employees, as specified in Section 2 above. CITY shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments in connection with or related to the performance of this Agreement and CITY's employment of the Fellow. Without limiting the foregoing, CITY shall be responsible to comply with all applicable laws pertaining to employee/independent contractor classification, and shall be responsible for any damages, fines or other payments that may arise from or relate to any misclassification by CITY. CITY shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement. In no event will Harvard be deemed an employer, joint employer or co-employer of the Fellow.

The CITY will provide the Fellow with suitable office resources, including a desk, a computer, a phone, an email account, and appropriate access to CITY networks, servers, and printers. CITY will also provide access to general productivity software such as word and data processing and email programs, and such other software programs as may be appropriate for the Fellow's work.

5. CITY Direction and Control. While conducting work for CITY, the Fellow shall at all times be under the direction and control of the CITY. The CITY will provide the Fellow with all employee benefits and privileges, immunities, and workplace procedures and protections as it provides comparable full-time CITY employees. The CITY will be responsible to inform the Fellow as to any applicable conflict of interest laws, ethics rules, and public records laws and guidelines, to the extent such laws and rules apply to the Engagement and the Fellow's position as an employee of the CITY. The Fellow must complete any required training or other requirements related to his or her Engagement offered by CITY. CITY will be responsible to provide appropriate orientation to the Fellow regarding workplace rules and expectations, including providing the Fellow with a written copy of applicable CITY policies and procedures. In no event will Harvard be responsible for Fellow's compliance or non-compliance with such

rules, regulations, laws or workplace policies and procedures as may apply to the Fellow during the course of the Engagement.

6. Term and Termination. This Agreement will commence on the Effective Date and remain in effect until the later of the second (2nd) anniversary of the Effective Date or the date on which the Engagement of the Fellow is completed, unless sooner terminated as provided herein. Either Party may terminate this Agreement on ninety (90) days' prior written notice to the other Party, provided that any Fellow working for the CITY at the time of such notice will be permitted to complete his or her Engagement and the terms of this MOU will continue to apply for the remainder of such Engagement. Notwithstanding the foregoing, Harvard may terminate the fellowship award for any Fellow in the event it determines the purposes of the fellowship are not being fulfilled or in the event a Fellow elects to withdraw from the fellowship, and the CITY may terminate a Fellow's employment in accordance with applicable laws and CITY regulations, in the event it determines the employment is no longer suitable. In such event, the Party taking action to terminate shall provide prompt written notice to the other Party of such termination. CITY will be solely responsible for all employer obligations relating to termination of employment of the Fellow.

The CITY and Harvard will perform their respective obligations to create a successful Engagement, and will discuss and attempt to amicably resolve any issues that arise as to their respective obligations.

The provisions of Sections 5-9 will survive termination or expiration of this Agreement.

7. Limitation of Liability. The CITY understands and agrees that Harvard is not responsible for the performance, misfeasance, or non-performance by the Fellow, and that Harvard does not warrant or make any representations concerning the accuracy, completeness, suitability, condition or benefits of the Fellow's work, including any ideas, judgments, opinions, projections, analyses or estimates which the Fellow may provide in the course of the Engagement. The CITY agrees that (i) any decision the CITY may make to rely on any work product provided by the Fellow shall be at its own risk, and the CITY shall not make, and hereby waives, and fully releases and discharges Harvard from, any and all claims or causes of action relating to, any claims, liabilities, losses, damages, costs or expenses of any kind which the CITY may at any time sustain or incur in connection with or arising out of any work product or the CITY's reliance thereon or use thereof, or any other aspect of the Engagement and employment of the Fellow.

In no event shall CITY or Harvard be liable to the other for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to this MOU, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

8. Intellectual Property

The CITY shall be responsible to make arrangements directly with the Fellow in regard to ownership of work product produced by the Fellow in the course of the Engagement, and Harvard shall have no responsibility in regard to any such arrangements. Notwithstanding the foregoing, the CITY shall not condition, restrict or delay the Fellow's right to present or publish works of authorship describing the Fellow's experience and insights regarding the Engagement.

9. Publicity and Use of Names. Neither Party may issue a press release or other public announcement about this MOU, nor may it use any name, trademark or insignia of the other Party (or of any school, department or unit of the other Party) for promotional purposes or any other purposes in connection with this MOU, without the prior written approval of the other Party, except that each Party may identify the other in any description of the MOU in its customary listings of activities. Without limiting the foregoing, the Bloomberg Harvard City Leadership Initiative at the Harvard Kennedy School may state on its website that it is funding a fellowship for the Fellow to work for CITY.

10. Other Provisions.

(a) Severability. In the event that any provision or section of this MOU shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the MOU.

(b) Notices. Any notice under this MOU may be given in person, or sent by fax, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the Party's addresses listed below (or such other address as a Party may designate by notice given in accordance with this Section 10(b)), and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed.

City of Mount Vernon
City Hall- One Roosevelt Square
Mount Vernon, NY 10550

Bloomberg Harvard City Leadership Initiative
Neel Chaudhury
79 JFK Street, Mailbox #94
Cambridge, MA 02138

(c) Force Majeure. Neither Party shall be liable for any delays or failures in performance due to circumstances beyond the Party's reasonable control.

(d) Entire Agreement; Amendment. This MOU constitutes the entire agreement between the Parties with respect to the transactions which are the subject matter hereof, and supersedes all prior or contemporaneous agreements concerning such transactions. This MOU may not be amended or modified except with the written consent of both Parties.

(e) No Third-Party Beneficiaries. No person or entity other than the Parties shall have any rights, interests or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Executed as of the date first stated above

For City of Mount Vernon, NY through
the Office of the Mayor

For President and Fellows of Harvard
College acting through the Bloomberg
Harvard City Leadership Initiative at the
John F. Kennedy School of Government

By: Shawyn Patterson Howard By: _____

Printed Name: Shawyn Patterson Howard Printed Name: _____

Title: Mayor

Title: _____

Date: April 21, 2025

Date: _____

Payment Details: Award payments from Harvard are issued via EFT or check through the Buy-2-Pay system. You must be registered in the system in order to receive payment. Please indicate below the information of the individual from your CITY who will manage the B2P payment process and be sent the B2P system invitation email:

Name of individual handling B2P Process : _____

Email Address to send invitation: _____

Contact Phone Number: _____

Check Mailing Address: _____



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1347

Agenda Date: 5/14/2025

Agenda #: 2.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on May 14, 2025, and signed by the Mayor on May 15, 2025, authorizing the Amendment of Article IX, Section 105-B, entitled “Abatement of Nuisance” of the Code of the City of Mount Vernon; be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE AMENDMENT OF ARTICLE IX, SECTION 105-B, ENTITLED “ABATEMENT OF NUISANCE” OF THE CODE OF THE CITY OF MOUNT VERNON

Whereas, by letter dated April 17, 2025, the Commissioner of the Department of Public Works has requested legislation authorizing Amendment to Article IX - The Department of Public Works; § 105-B- Abatement of Nuisance of the City of Mount Vernon Municipal Code; and

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

Section 1. Section 105-B of Chapter IX of the Code of the City of Mount Vernon, entitled “Abatement of Nuisance,” is hereby amended as follows:

Article IX. -Department of Public Works

§ 105-B. Abatement of Nuisance.

§ 105-B- Abatement of Nuisance

[Added by L.L. No. 2-1929; amended by L.L. No. 3-1942; L.L. No. 2-1962; L.L. No. 5-1962; L.L. No. 3-1964; L.L. No. 2-1970; L.L. No. 1-1972; L.L. No. 7-1980 [\[1\] <https://ecode360.com/13909866>](https://ecode360.com/13909866); L.L. No. 1-1981; L.L. No. 1-1986; 8-9-2023]

The Commissioner of Public Works shall have the power to enter upon property, both public and private, and to remove accumulations of rubbish and deleterious matter therefrom, to fill in depressions where water is likely to gather and stagnate, and to abate any other conditions creating or tending to create a condition detrimental to the health, safety and general welfare of the immediate neighborhood or the public at large. Where the owner of property upon which any accumulations of rubbish and deleterious matter or depression or condition detrimental to health, safety and general welfare exists [shall] fail to abate, remove or fill in the same within [five days] forty-eight (48) hours after written notice so to do has been served upon him either personally or by delivering the same at

his last known place of residence, or if he be a nonresident, by mailing the same to him at his last known place of residence, or if the name of the owner or his place of residence cannot be ascertained after due diligence, by posting the same in a conspicuous place upon the premises, the Commissioner of Public Works shall impose a fine/penalty of [no less than \$500.00 and not more than \$3,000.00 for each violation] \$750 for a first offense; \$1,500 for a second offense; and \$3,000 for each subsequent offense (third and any thereafter) and/or have said rubbish and deleterious matter removed and depressions filled in and conditions abated, either by the Department of Public Works or by hiring a private contractor, subject, however, to the laws pertaining to public bidding. In the event that the Department of Public Works is so employed, it shall, upon completion of the work of such removal, filling in or abatement, send to the owner of the property upon which said work has been done whose name appears on the last assessment roll, a bill for the value of the work done and the expense incurred.

The purpose of imposing an associated fine structure is to support enforcing city ordinances that optimize the quality of life. Public education and outreach will always be our first step, but enforcement must be established to prosecute chronic violators of the City's ordinances. Other Municipalities are prepared to impose hefty fines and penalties on chronic violators of the abatement of nuisance ordinance. Various factors, such as health, environmental impact, infestation, blight, and property values, are affected when we do not effectively address nuisances. The amendment of this Ordinance will demand zero tolerance for blighted properties throughout the City.

Section 2. This ordinance shall take effect immediately upon its approval by the Board of Estimate & Contract.

New Matter Underlined

Deleted Matter in Brackets []



CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT of PUBLIC WORKS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall
One Roosevelt Square – Room 108
Mount Vernon, NY, 10550
(914) 665-2300 – Fax: (914) 665-2476

DAMANI L. BUSH
Commissioner
JOHN NUCULOVIC
Deputy Commissioner

April 17, 2025

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

Re: **Amendment to Mount Vernon City Code; Article IX - The Department of Public Works; § 105-B
Abatement of Nuisance**

Dear Honorable City Council Members:

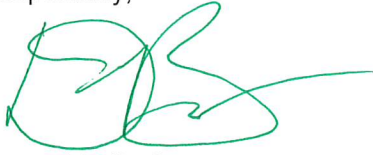
It is respectfully requested that the City Council pass an amendment to the following sub-section in the Mount Vernon City Code: **Article IX – The Department of Public Works; § 105-B Abatement of Nuisance** as follows:

*"Where the owner of the property upon which any accumulations of rubbish and deleterious matter or depression or condition detrimental to health, safety, and general welfare exists [shall] fail to abate, remove or fill in the same within [five days] **forty-eight (48) hours** after written notice so to do has been served upon him either personally or by delivering the same at his last known place of residence, or if he is a nonresident, by mailing the same to him at his last known place of residence, or if the name of the owner or his place of residence cannot be ascertained after due diligence, by posting the same in a conspicuous place upon the premises, the Commissioner of Public Works shall impose a fine/penalty of [no less than \$500 and not more than \$3,000 for each violation] **\$750 for a first offense, \$1,500 for a second offense, \$3,000 for each violation (third or more)** and/or have said rubbish and deleterious matter removed, depressions filled in and conditions abated, either by the Department of Public Works or by hiring a private contractor, subject, however, to the laws pertaining to public bidding. In the event that the Department of Public Works is so employed, it shall, upon completion of the work of such removal, filling in or abatement, send to the owner of the property upon which said work has been done whose name appears on the last assessment roll, a bill for the value of the job done and the expense incurred."*

The purpose of imposing an associated fine structure is to support enforcing city ordinances that optimize the quality of life. Public education and outreach will always be our first step, but enforcement must be established to prosecute chronic violators of the City's ordinances. Other Municipalities are prepared to impose hefty fines and penalties to chronic violators of the abatement of nuisance ordinance. Various factors such as health, environmental impact, infestation, blight, and property values are all effected when we do not address nuisances effectively. The amendment of this ordinance will demand zero tolerance for blighted properties throughout the City.

New Matter
[Deleted Matter]

Respectfully,



Damani L. Bush
Commissioner of Public Works
DB/db

Cc: Law Department DPW Supervisors/Foremen NYS Unified Court System
 Buildings Department File



CITY OF MOUNT VERNON

DEPARTMENT OF PUBLIC WORKS

SHAWYN PATTERSON-HOWARD

Mayor

DAMANI L. BUSH

Commissioner

JOHN NUCULOVIC

Deputy Commissioner

DRAFT **LEGAL NOTICE** DRAFT

City Charter, Chapter C, Article IX

§ 105-b Abatement of Nuisance

The Commissioner of Public Works shall have the power to enter upon property, both public and private, and to remove accumulations of rubbish and deleterious matter therefrom, to fill in depressions where water is likely to gather and stagnate, and to abate any other conditions creating or tending to create a condition detrimental to the health, safety and general welfare of the immediate neighborhood or the public at large. Where the owner of property upon which any accumulations of rubbish and deleterious matter or depression or condition detrimental to health, safety and general welfare exists shall fail to abate, remove or fill in the same within forty-eight (48) hours after written notice so to do has been either: (1) served upon him either personally; (2) or by delivering the same at his last known place of residence, or if he be a nonresident, by mailing the same to him at his last known place of residence, or if the name of the owner or his place of residence cannot be ascertained after due diligence; or (3) by posting the same in a conspicuous place upon the premises, the Commissioner of Public Works shall impose a fine/penalty of \$750.00 for a first offense, \$1,500.00 for a second offense, \$3,000.00 for each violation (third or more) and/or have said rubbish and deleterious matter removed and depressions filled in and conditions abated, either by the Department of Public Works or by hiring a private contractor, subject, however, to the laws pertaining to public bidding. Failure to comply with the abatement of aforementioned issue(s) shall result in the imposition of costs carried by the municipality to abate the issue.

IT IS HEREBY ORDERED in accordance with the above code that the issue(s) shall be rectified within 48 hours from date of this document.

CLEANUP/ABATEMENT - QUALITY OF LIFE

known as _____

All person acting contrary to this Order, Removing or Mutilating this notice are **LIABLE TO LEGAL ACTIONS**.

Designated by _____

Date _____

Commissioner / Deputy Commissioner _____



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1360

Agenda Date: 5/14/2025

Agenda #: 3.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on May 14, 2025, and signed by the Mayor on May 15, 2025, authorizing Mayor to Enter into a Land Lease Agreement with Max Johl of Positive Pup Playgroup for the External Area of the Animal Shelter Located at 600 Garden Avenue, Mount Vernon, NY 10550 - (fixed term of one (1) year, commencing May 15, 2025 and ending May 14, 2026, at a monthly rental rate of \$1,200.00, with revenues deposited under City Revenue Code A2410 (Rental of Real Property, for the external area of the Animal Shelter located at 600 Garden Avenue)); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LAND LEASE AGREEMENT WITH MAX JOHL OF POSITIVE PUP PLAYGROUP FOR THE EXTERNAL AREA OF THE ANIMAL SHELTER LOCATED AT 600 GARDEN AVENUE, MOUNT VERNON, NY 10550

Whereas, in a letter dated April 25, 2025, the Commissioner of the Department of Public Works formally requested the authorization for the Mayor, on behalf of the Department of Public Works, to enter into a land lease agreement with Mr. Max Johl, doing business as Positive Pup Playgroup, for the external area of the Animal Shelter located at 600 Garden Avenue, Mount Vernon, NY 10550; and

Whereas, the City of Mount Vernon owns real property located at 600 Garden Avenue, Mount Vernon, NY 10550, which includes an Animal Shelter with adjacent external space suitable for public-private use; and

Whereas, the Department of Public Works (DPW) of the City of Mount Vernon has identified an opportunity to lease said external area to Mr. Max Johl, operating as Positive Pup Playgroup, to provide a secure and supervised environment for dogs to play, socialize, and receive light training; and

Whereas, the lease of this space will allow for a productive use of currently underutilized City-owned land and aligns with the City's goals to promote pet-friendly services and responsible dog ownership within the community; and

Whereas, the Department of Public Works has recommended approval of this lease agreement, which includes financial benefits to the City through monthly rental income and requires the lessee to maintain the leased premises; and

Whereas, the lease agreement will be for a fixed term of one (1) year, commencing May 15, 2025 and ending May 14, 2026, at a monthly rental rate of \$1,200.00, with revenues deposited under City Revenue Code A2410 (Rental of Real Property); **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization. The City Council authorizes the Mayor, on behalf of the Department of Public Works, to enter into a land lease agreement with Mr. Max Johl, doing business as Positive Pup Playgroup, for the external area of the Animal Shelter located at 600 Garden Avenue, Mount Vernon, NY 10550.

Section 2. Lease Terms.

The lease shall:

- Begin on May 15, 2025, and expire on May 14, 2026;
- Require monthly rent payments of \$1,200.00 due on the 1st of each month;
- Limit the use of the leased premises solely for dog play, socialization, and light training;
- Prohibit any other use not specifically permitted under the lease;
- Require Positive Pup Playgroup to maintain the leased premises in a clean, safe, and orderly condition in accordance with the agreement.

Section 3. Revenue Designation. All revenues derived from this lease shall be deposited under the Revenue Code A2410 (Rental of Real Property).

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



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

SHAWYN PATTERSON-HOWARD
Mayor

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

DAMANI L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

April 25, 2025

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

Re: Permission for the Department Public Works to Enter into a Land Lease Agreement with Max Johl of Positive Pup Playgroup

Dear Honorable City Council Members:

The Department of Public Works respectfully requests that the City Council enact legislation allowing the Department of Public Works, City of Mount Vernon, NY and Mr. Max Johl of Positive Pup Playgroup to enter into a land lease agreement for the external area of the Animal Shelter located at 600 Garden Avenue Mount Vernon, NY 10550.

The purpose of this lease is to provide an operational space for Positive Pup Playgroups. The space will be used for dogs to play, socialize and receive light training. This space will be used for no other purposes than for those intended in the contract. The terms of this agreement will begin May 15, 2025, and end on May 14, 2026. Rent will be paid at a rate of \$1,200.00 in monthly installments due on the 1st day of each month during the term.

Enacting this legislation allows for the Department of Public Works to repurpose city owned property that will be maintained according to the agreement with Positive Pup Playgroup. In addition to property maintenance, this agreement will be a revenue generator for the City of Mount Vernon.

The revenue code for this land lease agreement is A2410-Rental of Real Property.

Respectfully,

Damani Bush
Commissioner of Public
Works DB/dg

Attachments: Agreement between City of Mount Vernon and Positive Pup
Playgroups Cc: Mayors Office, Office of the Comptroller, Law Department

LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this “Agreement”) is entered into as of the 14 day of April, 2025, (the “Effective Date”) by and between City of Mount Vernon, (“Landlord”) and Max Johl (“Tenant”). Each Landlord and Tenant may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the “Site”): 2500 sqft enclosed outdoor space located at 600 Garden Ave Mt. Vernon, NY 10550. Perimeter surrounded by chain link and wooden fencing. Access through chain link gate to left of building. .

2. Purpose. The Site may be used and occupied only for the following purpose (the “Permitted Use”): Operation space for Positive Pup Playgroups. Space will be used for dogs to play, socialize and receive light training.. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

3. Term. This Agreement will be for a term beginning on **May 1, 2025 and ending on April 30, 2026** (the “Term”). The Parties hereto may elect to extend this Agreement for one (1) additional year upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. Rent. Tenant will pay Landlord rent in advance **\$1,200.00** in monthly installments due on the 1st day of each month during the Term.

5. Late Fee. Rent paid after the 1st day of each month will be deemed as late; and if rent is not paid within five (5) days after such due date, Tenant agrees to pay a late charge of .

6. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

7. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$1,200.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant’s performance of its obligations under this Agreement. If Tenant does not comply with any of the terms of this Agreement, Landlord may apply any or all of the security deposit to remedy the breach, including to

cover any amount owed by Tenant and/or any damages or costs incurred by Landlord due to Tenant's failure to comply. Within thirty (30) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

8. Taxes. Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.

9. Utilities. Landlord shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.

10. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

11. Conditions Precedent. Prior to the start date of the Term, Landlord shall satisfy the following conditions:

- I. Confirm by writing to the Tenant that the Site has been cleared of any and all occupants.
- II. Represent and warrant that it owns good and indefeasible title in and to the Site and has full right and authority to make this Lease.

12. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 100% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

13. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

14. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

15. Improvements and Alterations. Tenant may make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All

improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement. Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law.

16. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

17. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

18. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

19. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

20. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

21. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:

III. Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

IV. General Liability. Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than _____ per occurrence.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

22. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

23. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

24. Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospection lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

25. Default. The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Agreement.
- B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

26. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of thirty (30) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

27. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

28. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within thirty (30) days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after thirty (30) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

29. Registration of the Lease. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

30. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon

request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

31. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

32. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

33. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

34. Assignment and Subletting. Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

35. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

36. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

37. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

38. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

39. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

40. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

41. Successors and Assignees. This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

42. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of New York, without regard to its conflicts of laws rules.

43. Disputes. Any dispute arising from this Agreement shall be resolved in the courts of the State of New York.

44. Amendments. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

45. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

46. Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

47. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

Landlord Signature

City of Mount Vernon
Landlord Name

Tenant Signature

Max Johl
Tenant Name



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1367

Agenda Date: 5/14/2025

Agenda #: 4.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on May 14, 2025, and signed by the Mayor on May 15, 2025, authorizing the Attendance of the Department of Public Works Skilled Laborer Bryan Whitley at the Traffic Signal Technician Training Through the International Municipal Signal Association (IMSA), and Authorizing Expenditure of Funds for such Purpose - (June 15-19, 2025; cost of attendance is \$1,600.00 and sufficient funds are available in the City Budget under line item A8170.405); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE ATTENDANCE OF THE DEPARTMENT OF PUBLIC WORKS SKILLED LABORER BRYAN WHITLEY AT THE TRAFFIC SIGNAL TECHNICIAN TRAINING THROUGH THE INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION (IMSA), AND AUTHORIZING EXPENDITURE OF FUNDS FOR SUCH PURPOSE

Whereas, in a letter dated May 6, 2025, the Commissioner of the Department of Public Works formally requested the authorization for attendance of Department of Public Works Skilled Laborer Bryan Whitley at the International Municipal Signal Association (IMSA) Traffic Signal Technician Training program scheduled for June 15-19, 2025; and

Whereas, the City of Mount Vernon is committed to the safe and effective installation, operation, and maintenance of its traffic signal systems for the protection and benefit of its residents and road users; and

Whereas, the International Municipal Signal Association (IMSA) offers a nationally recognized Traffic Signal Technician Training program designed to enhance professional competency in traffic control systems; and

Whereas, the City recognizes the importance of certifying staff to nationally accepted standards to ensure that municipal traffic infrastructure is installed and maintained using the best and safest practices; and

Whereas, Bryan Whitley, a Skilled Laborer in the Department of Public Works, has been selected to attend a four-day IMSA training course, taking place from June 15th to June 19th, 2025, which includes Temporary Traffic Control and Traffic Signal Technician I certification and examination; and

Whereas, the total cost of attendance is \$1,600.00 and sufficient funds are available in the City Budget under line item A8170.405; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization. The City Council authorizes and approves the attendance of Department of Public Works Skilled Laborer Bryan Whitley at the International Municipal Signal Association (IMSA) Traffic Signal Technician Training program scheduled for June 15-19, 2025.

Section 2. Expenditure of Funds. The City Comptroller is authorized to disburse up to \$1,600.00, charged to Budget Code A8170.405, to cover training, registration, and examination fees related to the IMSA program.

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



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

SHAWYN PATTERSON-HOWARD
Mayor

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

DAMAN! L. BUSH
Commissioner

JOHN NUCULOVIC
Deputy Commissioner

May 6, 2025

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

RE: Traffic Signal Technician Training Through the International Municipal Signal Association

Dear Honorable City Council Members,

This letter is requesting legislation be enacted to allow for the attendance of Department of Public Works Skilled Laborer, Bryan Whitley at the Traffic Signal Technician Training through the International Municipal Signal Association. This 4-day course (June 16th - June 19th) provides two days of Temporary Traffic Control training and two days of Traffic Signal Technician I training and exam.

This traffic signal training will provide a quality certification program for the safe installation, operation and maintenance of public safety systems that relate to the traffic systems in the City of Mount Vernon. Learning the appropriate methods of installing and maintaining the city's traffic infrastructure serves as a precautionary measure to also ensure the safety of the city's residents by performing safe installations and maintenance of traffic controls

The cost to attend Traffic Signal Technician Training Through the International Municipal Signal Association (IMSA) is \$1600.00. Funding is available through budget code A8170.405. Mr. Whitley will use a city-owned vehicle to attend the training in the City of Yonkers.

I respectfully request your support on this safety training and be a continued partner in the advancement of the Department of Public Works.

Respectfully,

Damani Bush

Commissioner of Public Works
DB/dg

Cc: Teamster 456

Advance your future in public safety – get IMSA certified!

In today's fast-paced and ever-changing work environment, public safety professionals must stay up to date with the latest methods and techniques in the field. Recognized as the industry standard, an IMSA certification shows your commitment to professional development while validating your expertise in the field.

From enhancing employability and staying current with industry best practices to driving professional growth and building a community, IMSA certifications can rev up your career and help you stay ahead.

Since 1896, IMSA has taken the lead on improving and advancing all aspects of public safety to keep our roadways safe. Sign up today and get ready to gear up for success with an IMSA certification.



Scan the QR code for more information and to find an exam preparation course in your area.



MISSION

IMSA is dedicated to providing quality certification programs for the safe installation, operation and maintenance of public safety systems; delivering value for members by providing the latest information and education in the industry.

IMSA Certifications

IMSA Roadway Lighting Technician I

IMSA Signs & Pavement Markings Technician I

IMSA Signs & Pavement Markings Technician II

IMSA Traffic Signal Technician I

IMSA Traffic Signal Field Technician II

IMSA Traffic Signal Construction Technician II

IMSA Traffic Signal Sr. Field Technician III

IMSA Traffic Signal Inspector

IMSA Transportation Center System Specialist I

IMSA Work Zone Temporary Traffic Control Technician

IMSA/FOA Certified Fiber Optic Technician

IMSA/FOA Certified Fiber Optic Specialist/Design

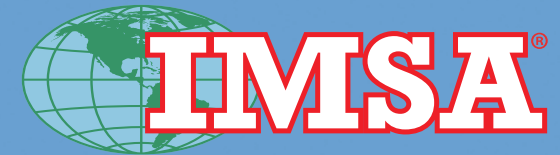


Advancing the Future of Public Safety

597 Haverty Court, Suite 100
Rockledge, FL 32955-3613

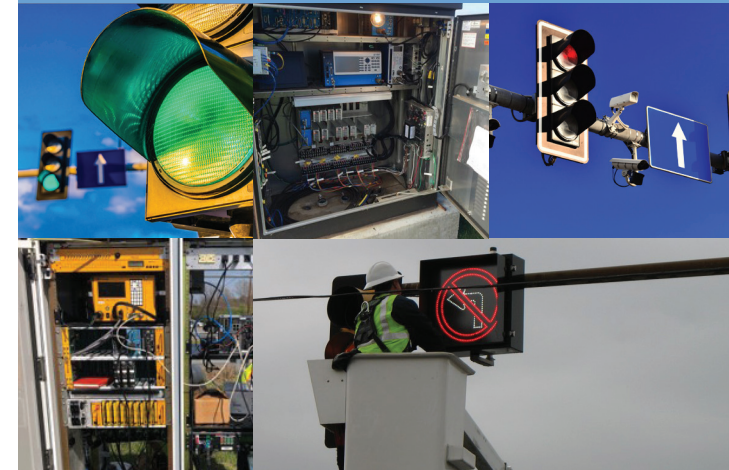
321-392-0500
cert@imsasafety.org
IMSAafety.org

Revised Jan. 23, 2025



Advancing the Future of Public Safety

TRAFFIC SIGNAL CERTIFICATION PROGRAMS



IMSA Traffic Signal Technician I

Description: The IMSA Traffic Signal Technician I Exam certifies the holder as being knowledgeable in the basic terminology and operation of signalized traffic control devices and systems. The exam tests the student's knowledge of standards and specifications of basic cabinet wiring and components; operating principles; vehicle detection; communications systems; the tools, processes and materials used to build signal systems; the fundamentals of traffic signal installation and maintenance; and legal concerns. With the right supervision and direction, the bearer of this certification is ready to contribute to any traffic signal crew that is working on construction, maintenance, or design.

Target Audience: Entry-level technicians who have some basic knowledge of electrical, computers and construction techniques.

Prerequisite: 1 year of traffic signal related experience; IMSA Work Zone Temporary Traffic Control Technician or IMSA approved Work Zone equivalent.

IMSA Traffic Signal Field Technician II

Description: The IMSA Traffic Signal Field Technician II Exam certifies the holder possesses formal training and hands-on experience that provide a solid foundation in traffic signal technology. The exam demonstrates the technician's extensive training in evaluating traffic signal control systems, troubleshooting and performing on-site repairs, preventive maintenance techniques and testing equipment. The following topics are covered in the exam: programming and replacement of signal equipment, traffic signal troubleshooting, traffic signal standards, signal operation phasing, timing and detection installation and testing, documentation and asset management practices. Regardless of whether they work for a private company or a government organization, those who hold this certification are ready to contribute significantly to the upkeep and repair of signalized intersections.

Target Audience: Individuals who participate in all aspects of Traffic Signal specialties.

Prerequisites: IMSA Traffic Signal Technician I; IMSA Work Zone Temporary Traffic Control Technician or IMSA approved Work Zone equivalent; 2 years of traffic operations experience.

IMSA Traffic Signal Construction Technician II

Description: The IMSA Traffic Signal Construction II Exam certifies the holder's thorough knowledge of traffic signal installation techniques and standards. A technician who earns this certification has substantial training in traffic signal construction, material management, and overall construction safety. Various signal structures, signal heads, vehicle detection, cabinet and electrical supply, conduit and wiring installation are some of the tasks covered, as well as project management tasks, paperwork, and the safe operation of construction equipment (from concrete saws to cranes). The setup and testing of new signal installation is also covered.

Target Audience: Individuals who are ready to contribute significantly to the traffic signal construction team where the focus is on new or replacement traffic signals.

Prerequisite: IMSA Work Zone Temporary Traffic Control Technician or IMSA approved Work Zone equivalent; IMSA Traffic Signal Technician I; 2 years of traffic signal field experience.

IMSA Traffic Signal Sr. Field Technician III

Description: The IMSA Traffic Signal Sr. Field Technician III Certification is designed to test an individual's knowledge and skills of traffic signal technologies used in the industry. It is recommended that anyone taking this exam is knowledgeable of the following resources: signal head types (incandescent, L.E.D., programmable, etc.) specifications and installation methods, IMSA Wire and Cable Specifications, ITE – Traffic Engineering Manual current edition, ITE – Traffic Control Devices Handbook current edition, traffic signal preemption devices – various manufacturers operation and setup manuals, understanding of basic electronics and electrical and the National Electrical Code and/or Canadian Electrical Code, M.U.T.C.D. (current standard), NEMA Standards (TS1 and TS2), 170/2070 Standards, various traffic detection methods (acoustic, microwave, radar, loops, etc.) setup and configuration manuals, video detection manufacturers setup manuals, lightening protection devices, FHWA, and ITE vehicle detection manuals, data communications methods (copper, fiberoptic, wireless, etc.).

Target Audience: Those who are knowledgeable of traffic signal technologies and operations.

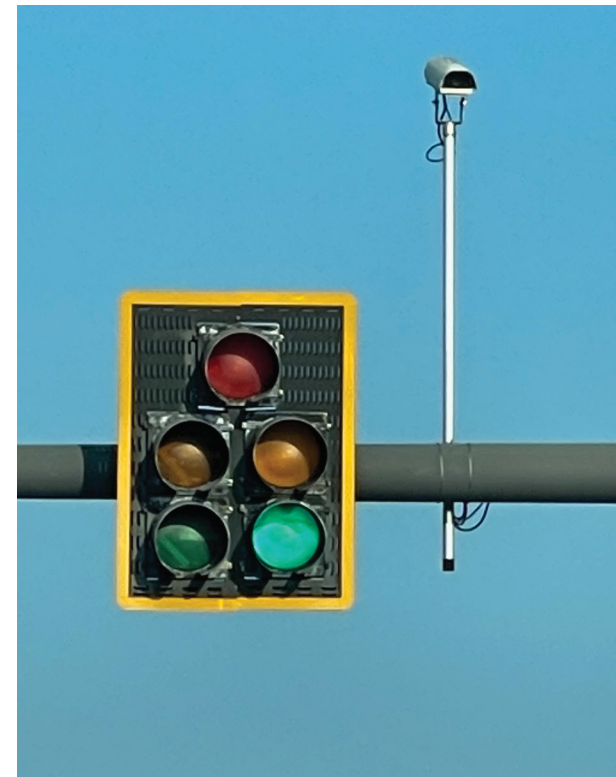
Prerequisite: IMSA Work Zone Temporary Traffic Control Technician or IMSA approved Work Zone equivalent; IMSA Traffic Signal Technician I; IMSA Traffic Signal Field Technician II; 5 years of traffic signal operations experience.

IMSA Traffic Signal Inspector

Description: The IMSA Traffic Signal Inspector Certification is intended to improve public safety by demonstrating that the holder comprehends the basic ideas related to traffic signal installation inspections. Our transportation system relies heavily on traffic signals, and the smooth operation of these signals is crucial to preserving safe mobility. Knowledgeable traffic signal inspectors are required to make sure that proper/specified construction techniques and standards are followed for signal installation, resulting in signals that perform properly. Proper project management and communication is imperative to a safe and efficient traffic signal installation. An important component of lowering the liability exposure of governmental organizations due to broken traffic lights is knowledgeable inspection.

Target Audience: Individuals who are liable for inspecting traffic signal construction. It is also beneficial for contractors as it shows an inspector's point of view for traffic signal construction.

Prerequisite: IMSA Work Zone Temporary Traffic Control Technician or IMSA approved Work Zone equivalent; IMSA Traffic Signal Technician I.





City of Mount Vernon, New York

Staff Report

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

File #: TMP -1365

Agenda Date: 5/14/2025

Agenda #: 5.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on May 14, 2025, and signed by the Mayor on May 15, 2025, authorizing the Creation of an Additional Recreation Assistant Position in the Department of Recreation, Reallocating Funds from an Existing Position, and Amending the Adopted 2025 Budget Accordingly - (funding for the Recreation Assistant position shall be reallocated from the existing Bus Driver position currently budgeted under Budget Code A7021.101. The new hire shall be compensated at Step 7 of the Grade 1 pay scale and the reallocation of salary funds from A7021.101 to A7020.101 to accommodate this staffing change); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE CREATION OF AN ADDITIONAL RECREATION ASSISTANT POSITION IN THE DEPARTMENT OF RECREATION, REALLOCATING FUNDS FROM AN EXISTING POSITION, AND AMENDING THE ADOPTED 2025 BUDGET ACCORDINGLY

Whereas, in a letter dated May 5, 2025, the Commissioner of the Department of Recreation formally requested authorization for the addition of one (1) full-time Recreation Assistant position within the Department of Recreation. Said position shall be classified as a union position, Grade 1, under Civil Service rules and regulations, and shall be placed under Budget Code A7020.101; and

Whereas, the City of Mount Vernon has conducted a comprehensive review of staffing levels and operational needs within the Department of Recreation; and

Whereas, this review has determined that the addition of one (1) Recreation Assistant is urgently needed to ensure the continued effectiveness and compliance of daily operations within the department; and

Whereas, the Recreation Assistant position is a union position classified as Grade 1, with a salary range of \$38,441.17 to \$53,678.62, and the proposed new hire will be placed at Step 7 of this salary schedule; and

Whereas, funding for the proposed position will be reallocated from an existing and currently budgeted Bus Driver position under Budget Code A7021.101; and

Whereas, this staffing adjustment is essential to maintain compliance with Civil Service requirements

and to support the delivery of vital recreational services to the residents of Mount Vernon; and

Whereas, it is necessary to amend the adopted 2025 budget to reflect the creation of this new position and corresponding funding adjustments; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization of Position. The City Council hereby authorizes the addition of one (1) full-time **Recreation Assistant** position within the Department of Recreation. Said position shall be classified as a union position, Grade 1, under Civil Service rules and regulations, and shall be placed under Budget Code A7020.101.

Section 2. Funding Source. Funding for the Recreation Assistant position shall be reallocated from the existing **Bus Driver** position currently budgeted under Budget Code A7021.101. The new hire shall be compensated at Step 7 of the Grade 1 pay scale.

Section 3. Budget Amendment. The adopted **2025 City Budget** is hereby amended to reflect:

- The addition of one (1) Recreation Assistant under A7020.101;
- The reallocation of salary funds from A7021.101 to A7020.101 to accommodate this staffing change.

Section 4. Future Budget Incorporation. The Recreation Assistant position, as authorized herein, shall be included in all future operational budgets for the Department of Recreation unless otherwise amended by the City Council.

Section 5. Documentation and Compliance. The Department of Recreation shall provide all necessary documentation to the City Council and the Office of the Comptroller to ensure compliance and proper execution of this Ordinance.

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



CITY OF MOUNT VERNON, NY
DEPARTMENT OF RECREATION

SHAWYN PATTERSON-HOWARD
Mayor

City Hall, One Roosevelt Square
Mount Vernon, NY. 10550
(914) 665-2420 – Fax: (914) 665-2421

KATHLEEN WALKER-PINCKNEY
Commissioner
ANDRÉ G. EARLY
Deputy Commissioner

May 5, 2025

Honorable Members of the City Council
Office of the Mayor
1 Roosevelt Square North
Mount Vernon, NY 10550

Dear Honorable Members:

After a comprehensive review of staffing within the Department of Recreation, it has become evident that an additional Recreation Assistant is urgently needed to ensure the continued effectiveness of our daily operations. I am therefore formally requesting that the City Council enact legislation authorizing the additional title/ position under payroll code A7020.101.

To fund this position, we propose reallocating existing funds from the current Bus Driver role, budgeted under code A7021.101. The Recreation Assistant is a union position, classified as Grade 1, with a salary range of \$38,441.17 to \$53,678.62. The proposed new hire would begin at Step 7.

I respectfully request that the Council approve funding for this position and make all corresponding adjustments to the adopted 2025 budget. The approved position and associated salary should also be incorporated into future operational budgets for the department. We will provide all necessary documentation to both the City Council and the Comptroller's Office to support this request.

This staffing adjustment is essential to maintain compliance with Civil Service requirements and to ensure the continued effectiveness of our services.

Thank you for your attention to this important matter.

Sincerely,

Kathleen Walker Pinkney
Commissioner

Cc: Mayor
Comptroller
Corporation Council
Human Resources
File



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1375

Agenda Date: 5/14/2025

Agenda #: 6.

Board of Estimate & Contract:

RESOLVED, that a resolution adopted by the City Council on May 14, 2025, and signed by the Mayor on May 15, 2025, authorizing the Department of Recreation to Co-Sponsor the 2025 “4th Street Classic Basketball Tournament” in Partnership with 4th Street Classic Basketball and Groovey Lou, and Officially Renaming 4th Street Park to “Gus Williams Park” - (beginning June 21, 2025, and concluding August 28, 2025, with games held from 1:00 p.m. to 5:00 p.m. Cost to the City shall not exceed \$2,000, to be allocated from Budget Code A7310.104, for limited staffing needs, including coverage for absences and potential additional staffing); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE DEPARTMENT OF RECREATION TO CO-SPONSOR THE 2025 “4TH STREET CLASSIC BASKETBALL TOURNAMENT” IN PARTNERSHIP WITH 4TH STREET CLASSIC BASKETBALL AND GROOVEY LOU, AND OFFICIALLY RENAMING 4TH STREET PARK TO “GUS WILLIAMS PARK”

Whereas, by letter dated May 9, 2025, the Commissioner of the Department of Recreation has requested legislative authorization to co-sponsor and support the 2025 “4th Street Classic Basketball Tournament” (the “Tournament”), in partnership with 4th Street Classic Basketball and Groovey Lou; and

Whereas, the City of Mount Vernon values community-driven initiatives that engage its youth in safe, structured, and enriching programs; and

Whereas, the Department of Recreation has requested authorization to co-sponsor the 2025 “4th Street Classic Basketball Tournament” in partnership with 4th Street Classic Basketball and Groovey Lou; and

Whereas, the tournament is scheduled to take place on Tuesdays, Thursdays, and Saturdays beginning June 21, 2025, and concluding August 28, 2025, with games held from 1:00 p.m. to 5:00 p.m.; and

Whereas, the event is aimed at promoting positive engagement among youth aged 14 to 19, while revitalizing the city's long-standing basketball tradition; and

Whereas, the tournament will commence with an Opening Day celebration and ceremonial tip-off on June 21, 2025, during which the 4th Street Park will be officially renamed "Gus Williams Park" in honor of NBA legend and Mount Vernon native Gus Williams; and

Whereas, a temporary sign will be installed on June 21, 2025, to reflect the new name, with a permanent sign to be placed upon completion of park renovations; and

Whereas, the Department of Recreation will provide logistical support including equipment such as tables, chairs, inflatable amusements, and access to the Doles Center for restrooms, cooling stations, and refreshments; and

Whereas, the Department of Public Works has raised no objections to the use of the park on the specified dates and times; and

Whereas, the tournament organizers will provide liability insurance for the full duration of the event and will submit a finalized game schedule to the City; and

Whereas, the cost to the City shall not exceed \$2,000, to be allocated from Budget Code A7310.104, for limited staffing needs, including coverage for absences and potential additional staffing; and

Whereas, the Mount Vernon Police Department has reviewed and recommended approval of the event and will assign appropriate supervisory and patrol coverage, including auxiliary police presence; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Co-Sponsor. The City of Mount Vernon hereby authorizes the Department of Recreation to co-sponsor the 2025 "4th Street Classic Basketball Tournament" in partnership with 4th Street Classic Basketball and Groovey Lou.

Section 2. Tournament Schedule and Location. The tournament shall be held at the basketball courts located at 4th Street Park (to be renamed "Gus Williams Park") on Tuesdays, Thursdays, and Saturdays from June 21, 2025, through August 28, 2025, between the hours of 1:00 p.m. and 5:00 p.m.

Section 3. Renaming of the Park. Effective June 21, 2025, 4th Street Park shall be officially renamed "Gus Williams Park" in honor of Mount Vernon native and NBA legend Gus Williams. A temporary sign shall be placed on that date, with a permanent sign installed upon the completion of park renovations.

Section 4. City Support and Logistics. The Department of Recreation shall provide necessary logistical support, including equipment (tables, chairs, inflatable amusements), and access to the Doles Center for amenities such as restrooms, cooling stations, and refreshments.

Section 5. Insurance and Schedule Submission. The tournament organizers shall provide full insurance coverage for the duration of the event and submit a finalized game schedule to the Department of Recreation before the start of the tournament.

Section 6. Funding. City support shall not exceed \$2,000 and shall be drawn from Budget Code A7310.104. This funding shall be used solely for staffing and support related to the event.

Section 7. Public Safety. The Mount Vernon Police Department shall assign a sector car and a supervisor to monitor the event series, and auxiliary police shall be present to ensure public safety and orderly conduct.

Section 8. Effective Date. This Ordinance shall take effect immediately upon its approval by the Board of Estimate & Approval.



CITY OF MOUNT VERNON, NEW YORK

DEPARTMENT of RECREATION

Shawyn Patterson-Howard
Mayor

City Hall
One Roosevelt Square – Room 11
Mount Vernon, NY, 10550
(914) 665-2420 – Fax: (914) 665-2421

Kathleen Walker-Pinckney
Commissioner

André G. Early
Deputy Commissioner

May 9, 2025

Honorable Members of the City Council
Through the Office of the Mayor
City Hall
Mount Vernon, NY 10550

Re: Co-Sponsorship Request- 4th Street Classic Basketball Tournament

Dear Honorable Council Members:

The Mount Vernon Department of Recreation respectfully requests the adoption of legislation authorizing Recreation to co-sponsor the 2025 "**4th Street Classic Basketball Tournament**" in partnership with **4th Street Classic Basketball and Groovey Lou**.

This community-centered tournament will take place on **Tuesdays, Thursdays, and Saturdays, beginning June 21, 2025, and concluding with the Championship Game on August 28, 2025**. Each game is scheduled from approximately **1:00 p.m. to 5:00 p.m.** The program is designed to reignite the city's long-standing basketball tradition while actively engaging youth between the ages of 14 and 19 in a positive, structured environment.

The tournament will kick off on **Saturday, June 21, 2025**, with an Opening Day celebration and ceremonial tip-off. This day will also mark the official renaming of the park to "Gus Williams Park" in honor of Mount Vernon's own NBA legend. A temporary sign will be installed on that date, with a permanent sign to be erected upon completion of park renovations.

The Department of Recreation will support this event by providing equipment as needed, such as tables, chairs, and inflatable amusements, and using the Doles Center for restrooms, cooling stations, and refreshments. The 4th Street Classic Basketball Tournament organizers will supply insurance coverage for the entire tournament series, and a full schedule of games will be submitted shortly.

The projected cost for City support will not exceed \$2,000, drawn from Budget Code A7310.104, to cover minimal staffing (4–6 employees). Although regular staff are assigned to this park, this allocation is requested as a contingency for absences or additional staffing needs. We further request the presence of auxiliary police to ensure a safe and secure environment throughout the series.

Sincerely,

Commissioner Kathleen Walker- Pinckney-
Department of Recreation

JUNE

2025

Waring fee

CALENDAR MONTH JUNE

CALENDAR YEAR 2025

1ST DAY OF WEEK MONDAY

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
					7	8
					14	15
					21	22
					Tip Off Pre-Season GAME	
					28	29
					GAME 1	

JULY		CALENDAR MONTH JULY						
2025		CALENDAR YEAR 2025						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	1ST DAY OF WEEK MONDAY	
20	1	2	3	4	5	6		
	GAMES 2		GAME 3		GAME 4			
2				9	10	13		
	GAME 5		GAME 6		GAME 7			
14		16	17	18	19	20		
	GAMES 8		GAME 9		GAME10 PLAYOFFS			
21		22	23	25	26	27		
	ALL STAR GAME				CHAMPIONSH IP GAME			
28		29						



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

May 13, 2025

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

RE: 4th Street Basketball Classic

Please be advised that the Department of Public Works, City of Mount Vernon has no objections to the 4th Street Basketball Classic being hosted on Tuesdays, Thursdays and Saturdays beginning June 21, 2025, and concluding with a championship game on August 28, 2025 from 1:00PM to 5:00PM at 4th Street Park (to be renamed "Gus Williams Park).

Respectfully,

John Nuculovic
Deputy Commissioner of Public Works
JN/djg

Cc: Clerk's Office, Department of Recreation



**CITY OF MOUNT VERNON
POLICE DEPARTMENT
SUPPORT SERVICES DIVISION**

(914) 665-2500 FAX (914) 665-2559



*Lieutenant Juliet Evans
Commanding Officer*

*Sergeant Daniel De Benedictis
Executive Officer*

Date: May 13, 2025

To: Office of the Police Commissioner

From: Sgt. De Benedictis, Support Services Division

Subject: 4th Street Classic Basketball Tournament

At your direction, the undersigned has reviewed the attached special event request submitted by the Recreation Department to enter into a co-sponsorship agreement with Street Classic Basketball and Groovey Lou. This event is called "4th Street Classic Basketball Tournament", which is scheduled to begin June 21, 2025 and conclude on August 28, 2025. Each tournament will be scheduled on Tuesdays, Thursdays, and Saturdays from 1300 hrs to 1700 hrs. The organizer is requesting the basketball courts located at the 4th street Playground.

I recommend the approval of the event and that the sector car and supervisor give special attention to the event, and I will notify the Auxiliary Police.

I also recommend the patrol supervisor be authorized to hire additional officers on an overtime basis should the need arise.

Sgt. De Benedictis #3
Executive Officers
Support Services Division

CC: Patrol Division



CITY OF MOUNT VERNON, NEW YORK

DEPARTMENT of RECREATION

Shawyn Patterson-Howard
Mayor

City Hall
One Roosevelt Square – Room 11
Mount Vernon, NY, 10550
(914) 665-2420 – Fax: (914) 665-2421

Kathleen Walker-Pinckney
Commissioner

André G. Early
Deputy Commissioner

May 9, 2025

Honorable Members of the City Council
Through the Office of the Mayor
City Hall
Mount Vernon, NY 10550

Re: Co-Sponsorship Request- 4th Street Classic Basketball Tournament

Dear Honorable Council Members:

The Mount Vernon Department of Recreation respectfully requests the adoption of legislation authorizing Recreation to co-sponsor the 2025 "4th Street Classic Basketball Tournament" in partnership with 4th Street Classic Basketball and Groovey Lou.

This community-centered tournament will take place on Tuesdays, Thursdays, and Saturdays, beginning June 21, 2025, and concluding with the Championship Game on August 28, 2025. Each game is scheduled from approximately 1:00 p.m. to 5:00 p.m. The program is designed to reignite the city's long-standing basketball tradition while actively engaging youth between the ages of 14 and 19 in a positive, structured environment.

The tournament will kick off on Saturday, June 21, 2025, with an Opening Day celebration and ceremonial tip-off. This day will also mark the official renaming of the park to "Gus Williams Park" in honor of Mount Vernon's own NBA legend. A temporary sign will be installed on that date, with a permanent sign to be erected upon completion of park renovations.

The Department of Recreation will support this event by providing equipment as needed, such as tables, chairs, and inflatable amusements, and using the Doles Center for restrooms, cooling stations, and refreshments. The 4th Street Classic Basketball Tournament organizers will supply insurance coverage for the entire tournament series, and a full schedule of games will be submitted shortly.

The projected cost for City support will not exceed \$2,000, drawn from Budget Code A7310.104, to cover minimal staffing (4-6 employees). Although regular staff are assigned to this park, this allocation is requested as a contingency for absences or additional staffing needs. We further request the presence of auxiliary police to ensure a safe and secure environment throughout the series.

Sincerely,


Commissioner Kathleen Walker- Pinckney-
Department of Recreation



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1366

Agenda Date: 5/14/2025

Agenda #: 7.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on May 14, 2025, and signed by the Mayor on May 15, 2025, authorizing the Mayor to Enter into a Memorandum of Understanding (MOU) to Partner with Westchester County on the STRIVE Initiative under the New York State Division of Criminal Justice Service (DCJS); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) TO PARTNER WITH WESTCHESTER COUNTY ON THE STRIVE INITIATIVE UNDER THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES (DCJS)

Whereas, in a letter dated April 2, 2025, the Deputy Commissioner of the Department of Public Safety formally requested authorization for the Mayor to execute a Memorandum of Understanding (MOU) with Westchester County and any other required entities for participation in the STRIVE Initiative, as administered by the New York State Division of Criminal Justice Services (DCJS); and

Whereas, the New York State Division of Criminal Justice Services (DCJS) has launched the Statewide Targeted Reductions in Intimate Partner Violence (STRIVE) initiative to combat domestic and intimate partner violence through a comprehensive and coordinated response; and

Whereas, the STRIVE initiative is modeled after the successful Gun Involved Violence Elimination (GIVE) program and similarly requires jurisdictions to adopt evidence-based strategies and collaborate with community stakeholders to achieve measurable outcomes in public safety and victim support; and

Whereas, Westchester County has been selected as a STRIVE jurisdiction and is in the process of developing an expanded crisis intervention team to identify and assist families at the highest risk of deadly domestic violence; and

Whereas, the City of Mount Vernon has been identified as a secondary jurisdiction within the County's STRIVE initiative and will benefit from participation in the program through enhanced crisis intervention resources, data-informed strategies, and strengthened community partnerships; and

Whereas, participation in STRIVE aligns with the City's commitment to protecting victims

and survivors of domestic and intimate partner violence and improving its public safety infrastructure through collaborative and evidence-driven practices; **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization. The Mayor of the City of Mount Vernon is hereby authorized to execute a Memorandum of Understanding (MOU) with Westchester County and any other required entities for participation in the STRIVE Initiative, as administered by the New York State Division of Criminal Justice Services (DCJS).

Section 2. Terms and Conditions. The MOU shall detail the roles, responsibilities, and obligations of the City in the implementation of the STRIVE Initiative, including but not limited to data sharing, strategic planning, training, inter-agency coordination, and active involvement of community and victim service organizations. The MOU shall be subject to review and approval by the Corporation Counsel prior to execution.

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



DEPARTMENT OF PUBLIC SAFETY

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

DAVID GIBSON
COMMISSIONER

JENNIFER LACKARD
DEPUTY COMMISSIONER of Reform

MARCEL OLIFIERS
CHIEF OF OPERATIONS

SHAWYN PATTERSON - HOWARD
MAYOR

April 2, 2025

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

Subject: Request to Enter into MOU to partner on the DCJS STRIVE Initiative

Dear Council Members,

This letter comes to request that legislation be enacted to enable the Mayor to enter into an MOU with the Westchester County STRIVE (Statewide Targeted Reductions in Intimate Partner Violence) Partnership.

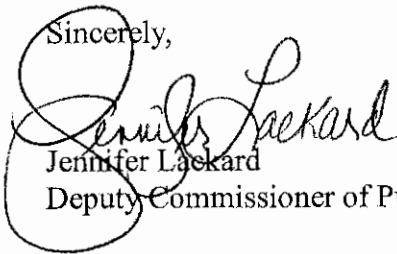
STRIVE is modeled after the State's Gun Involved Violence Elimination (GIVE) initiative, also administered by DCJS, which requires partners in select counties to develop a comprehensive plan using one or more evidence-based strategies to reduce shootings and save lives. Plans developed by counties participating in STRIVE must use evidence-based strategies and ensure that community members and programs that serve victims and survivors are actively involved in strategy selection and implementation.

Westchester County is creating an expanded crisis intervention team that will identify families at highest risk of deadly domestic violence. The primary jurisdiction of the City of Yonkers and the second jurisdiction of the City of Mount Vernon. STRIVE's goal is to improve the public safety response to domestic and intimate partner violence and better address the needs of victims and survivors.

Should this request meet with your approval, we kindly ask that the necessary legislation be enacted and enter into this agreement with STRIVE.

Cc: Mayor
Comptroller
Law Department

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Laekard". The signature is written in dark ink and is positioned over the printed name and title.

Jennifer Laekard

Deputy Commissioner of Public Safety

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Westchester Expands Innovative Program to Prevent Domestic Violence - Multi-Agency Team to Assess Those at High-Risk

OFFICE OF THE COUNTY EXECUTIVE

County Executive's
Welcome (/ce-welcome)

Kenneth Jenkins' Bio
(/kenneth-jenkins-bio)

Meet the CE Staff
(/meet-the-ce-staff)

Executive Orders (/ken-
jenkins)

About Westchester
(/about-westchester)

#MyWestchester Photos
(/mywestchester-
photos)

Westchester Expands Innovative Program to Prevent Domestic Violence - Multi-Agency Team to Assess Those at High-Risk

Published: 09 September 2020



Westchester County is creating an expanded crisis intervention team that will identify families at highest risk of deadly domestic violence and intervene to save lives by providing immediate support and services.

The Westchester County Domestic Violence High Risk Team, which is already at work in several parts of the County, will expand its work Countywide and continue to pioneer a multi-agency, collaborative approach to preventing lethal family violence.

"I am proud to announce this new initiative that will provide enhanced safety to victims of family violence. The collaboration between community, County agencies, law enforcement and service providers makes Westchester stand out as a national model for coordinated community response that can improve outcomes for victims and increase offender accountability," County Executive George Latimer said.

Partners in the high-risk team include the Westchester County Office for Women, Westchester County Department of Public Safety, Westchester County Probation Department, Westchester County District Attorney's Office, Westchester Medical Center, Hope's Door, My Sister's Place, Putnam/Northern Westchester Women's Resource Center, Westchester Community Opportunity Program/Victims Assistance Services, Legal Services of Hudson Valley, and the Elizabeth S. Haub School

At Pace University/Women's Justice Center. Other County agencies such as the Departments of Social Services and Community Mental Health are resources for the team.

At the heart of the expanded effort is a Lethality Assessment Program and 24-hour hotline. These tools will enable police departments, County agencies and service providers to immediately identify persons and families at high risk of being murdered or seriously harmed by an intimate partner or other family member. A safety plan and services will be provided promptly to these victims to reduce the odds that such deadly violence might occur.

"The implementation of a high-risk team in Westchester County is an integral step in reducing lethality and risk of serious harm to victims of family violence. To be harmed by someone that is supposed to love and protect you is unfathomable to most, but it is a reality throughout the world, regardless of race, ethnicity, income or gender. It is only by working together that we can change this reality," said Robi Schlaff, director of the County's Office for Women.

Latimer said the high-risk team will be coordinated by the Office for Women, which will collect data and ensure compliance by all partners with their roles and responsibilities. Enhanced training in lethality assessment will be offered to all law enforcement agencies in Westchester at the Westchester County Police Academy. The training will be incorporated into the Police Academy curriculum for new recruits as well as in the in-service training program provided to veteran police officers.

Public Safety Commissioner Thomas A. Gleason said the Lethality Assessment Program, or LAP, gives police officers in the field a practical tool they can use to assess the level of risk when they respond to any domestic incident.

"There is nothing theoretical about the potential for deadly family violence. We have suffered these tragedies in Westchester. We know all too well that it can happen here, because it has happened here. No one wants it to happen again," he said.

LAP begins with a simple but effective set of 11 questions. The answers to those questions guide an officer in assessing the level of immediate danger that a spouse or partner, even an entire family, may be in.

"This objective assessment tool is also important as it shows victims and their children that they may be at greater risk than they realize," Schlaff said.

Under the expanded program, the Westchester Medical Center will staff an emergency hotline around-the-clock to be informed of high-risk cases. Advocates will provide immediate assistance to these victims, including crisis intervention, safety planning and referrals for emergency housing and other critical services.

The service providers on the high-risk team will train hotline staff and other advocates in high-risk response and protocols, follow up with high-risk victims within 24 hours and obtain victims' consent to obtain critical services for them.

The legal services providers will assist victims in a range of civil family law matters including child custody and support, immigration assistance and obtaining orders of protection. The Probation Department and District Attorney's Office will work with victims to ensure offender accountability and assist in creating related training for the law enforcement community.

The expanded high-risk team will incorporate the Northern Westchester Domestic Violence High Risk Team, which operates in a number of north county communities. Law enforcement in those towns, as well as in the City of White Plains, already utilizes the Lethality Assessment Program.

Latimer said Westchester County has seen multiple tragedies in the last decade in which intimate partners killed their spouse, some of their children, or the entire family. Identifying families that are under stress and at high-risk for violence is a challenging task, Latimer said, but every effort must be made to curb domestic violence and save lives.

"The work we are doing through the high-risk team is in honor and memory of those we have lost in our County to this horrific family violence. All of the partners in this effort are committed to doing everything possible to prevent these kinds of tragedies from taking place," Latimer said.



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1372

Agenda Date: 5/14/2025

Agenda #: 8.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on May 14, 2025, and signed by the Mayor on May 15, 2025, authorizing a Budget Transfer from Contingency to City Council Outside Contracted Services to Support Legal Services for the Charter Review Commission - (COMP2025-8) - (\$25,000.00) from Budget Code A1990.493 - Contingency to Budget Code A1010.405 - City Council Outside Contracted Services (Charter Review); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING A BUDGET TRANSFER FROM CONTINGENCY TO CITY COUNCIL OUTSIDE CONTRACTED SERVICES TO SUPPORT LEGAL SERVICES FOR THE CHARTER REVIEW COMMISSION (COMP2025-8)

Whereas, in a letter dated May 7, 2025, the Comptroller formally requested authorization for the transfer of Twenty-Five Thousand Dollars (\$25,000.00) from Budget Code A1990.493 - Contingency to Budget Code A1010.405 - City Council Outside Contracted Services (Charter Review); and

Whereas, the Charter Review Commission of the City of Mount Vernon has undertaken the critical task of evaluating and proposing potential amendments to the City Charter; and

Whereas, the Commission has submitted a legal services retainer to engage outside counsel to assist in the preparation and drafting of proposed Charter amendments; and

Whereas, the current budget allocation under A1010.405 - City Council Outside Contracted Services (Charter Review) is insufficient to cover the anticipated legal expenses; and

Whereas, a review of existing budget lines, including those within the Law Department's Outside Contracted Services, determined that no discretionary funds are available to absorb the cost; and

Whereas, in the absence of a finalized scope of legal work or cost projection, a conservative estimate has been prepared projecting \$24,000 in legal fees based on 20 hours per week over four weeks at a rate of \$300 per hour; and

Whereas, it is prudent to transfer \$25,000 from Budget Code A1990.493 - Contingency to A1010.405 - City Council Outside Contracted Services (Charter Review) to ensure sufficient funding and prevent a budget overrun; **Now, Therefore, Be It Resolved That**

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

Section 1. Budget Transfer Authorization. The City Council authorizes and directs the transfer of Twenty-Five Thousand Dollars (\$25,000.00) from Budget Code A1990.493 - Contingency to Budget Code A1010.405 - City Council Outside Contracted Services (Charter Review).

Section 2. Purpose of Funds. The funds transferred under this Ordinance shall be used exclusively to engage legal services in support of the Charter Review Commission's efforts to draft proposed amendments to the City Charter.

Section 3. Oversight and Monitoring. The Department of Finance shall monitor the disbursement and use of these funds. Should the Charter Review Commission require additional funding for legal services beyond the amount authorized herein, a formal request must be submitted to the Office of the Comptroller for consideration.

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



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

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

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

May 7, 2025

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

RE: COMP2025-8– Request for Budget Transfer to Support Charter Review Legal Services

Dear Honorable Members of the Mount Vernon City Council,

I respectfully submit this request to transfer **\$25,000** from Budget Code **A1990.493 – Contingency** to **A1010.405 – City Council Outside Contracted Services (Charter Review)** to support anticipated legal services for the Charter Review Commission.

The Commission has submitted a legal services retainer to assist with drafting potential amendments to the City Charter. However, there are currently insufficient funds under the existing allocation (A1010.405) to cover these legal expenses.

My office explored the possibility of reallocating existing funds within the current budget line dedicated to the Charter Review Commission. Unfortunately, without a definitive scope of work or cost projection, it was not possible to determine whether sufficient funds exist without risking an overrun. Additionally, the Law Department's Outside Contracted Services budget line has historically experienced shortfalls and does not have the discretionary capacity to absorb these expenses.

At this time, the Commission has not finalized the proposed ballot items, making it difficult to determine an exact legal cost. As a result, we have developed a conservative estimate based on projected legal needs:

- **20 hours per week x 4 weeks at an hourly rate of \$300 = \$24,000**

Based on this estimate, I recommend a transfer of \$25,000 from Contingency (A1990.493) to City Council Outside Contracted Services (A1010.405) to ensure sufficient funds are available for legal support to the Charter Review Commission. The Finance Department will monitor the use of these funds. Should additional funding be necessary, a formal request must be submitted to the Office of the Comptroller for further consideration.

Pg. 2 - COMP2025-8– Request for Budget Transfer to Support Charter Review Legal Services

Please feel free to contact me if you have any questions or require further information. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Morton', with a stylized flourish at the end.

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

cc: Mayor
Law Department
File



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1384

Agenda Date: 5/28/2025

Agenda #: 9.

Board of Estimate & Contract:

RESOLVED, that an ordinance adopted by the City Council on May 14, 2025, and signed by the Mayor on May 15, 2025, authorizing the Reallocation of Funds from the Code Enforcement Officer Position to Fund a Temporary Help Position in the Department of Buildings - (\$21,000.00) from Budget Code A3620.101 (Salaries and Wages) to A3620.104 (Temporary Help), to fund a Temporary Help position); be, and the same is hereby approved.

City Council:

AN ORDINANCE AUTHORIZING THE REALLOCATION OF FUNDS FROM THE CODE ENFORCEMENT OFFICER POSITION TO FUND A TEMPORARY HELP POSITION IN THE DEPARTMENT OF BUILDINGS

Whereas, by letter dated May 12, 2025, the Commissioner of the Department of Buildings has requested authorization to transfer the amount of Twenty-One Thousand Dollars (\$21,000.00) from Budget Code A3620.101 (Salaries and Wages) to A3620.104 (Temporary Help), within the FY2025 budget, to fund a Temporary Help position; and

Whereas, the Department of Buildings is experiencing a seasonal influx of building permit applications as constituents prepare for spring and summer construction activity; and

Whereas, the volume of permit applications during this period imposes a significant administrative burden on existing staff, thereby potentially delaying timely processing and review; and

Whereas, the Department of Buildings has determined that the temporary employment of an administrative support worker would provide necessary relief to ensure efficient operations; and

Whereas, funding for this temporary help can be sourced by reallocating unexpended salary appropriations from the Code Enforcement Officer position within the Department's existing FY2025 budget; and

Whereas, the City Council deems it to be in the best interest of the City to allow this internal transfer of funds to maintain responsive and effective municipal services during this critical period;

Now, Therefore, Be It Resolved That

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

Section 1. Authorization to Transfer Funds. The Department of Buildings is hereby authorized to transfer the amount of Twenty-One Thousand Dollars (\$21,000.00) from Budget Code A3620.101 (Salaries and Wages) to A3620.104 (Temporary Help), to fund a Temporary Help position.

Section 2. Creation of Temporary Position. A Temporary Help position is hereby authorized within the Department of Buildings to provide administrative assistance during the high-demand season for building permit applications.

Section 3. Compensation. The Temporary Help position shall be compensated at the rate of Twenty Dollars (\$20.00) per hour. Employment under this ordinance shall be temporary and shall not exceed the reallocated budgeted amount.

Section 4. Duration. The Temporary Help position authorized under this ordinance shall remain in effect for the duration of the seasonal workload, or until the allocated funds are expended, whichever comes first.

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



CITY OF MOUNT VERNON, NY
DEPARTMENT OF BUILDINGS

SHAWYN PATTERSON-HOWARD
Mayor

City Hall – One Roosevelt Square, Room 210
Mount Vernon, NY 10550
(914) 665-2483 Fax (914) 465-2988

Patrick G. Holder, R.A.
Commissioner

Website: www.cmvny.com

May 12, 2025

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

THROUGH THE OFFICE OF THE MAYOR

Re: Defunding the Code Enforcement Officer Position to Fund for Temporary Help Position

Dear Honorable City Council Members:

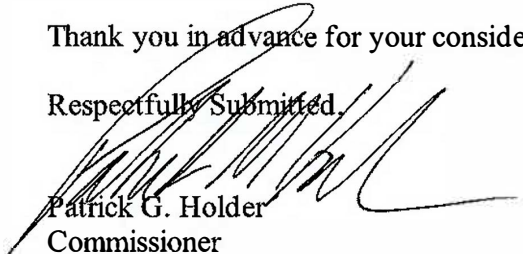
As previously detailed to this counsel in our matrix presentations, this time of year the building department is inundated with applications for permits and find it difficult to keep up with this push for constituents to file applications in order to be prepared for construction in the spring and summer seasons. We are therefore requesting temporary help to assist with the administrative challenges to process the applications timely.

This letter comes to request permission to authorize the Department of Buildings to transfer funds within the FY2025 salary expenditure code A3620.101 Code Enforcement in the amount of \$21,000 to fund within the Department of Buildings budget code A3620.104. The temporary employee will provide support as a building clerk adding administrative support to assist in this busy season.

The position of Temporary Help will be at an hourly rate of \$20.00/hour.

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

Respectfully Submitted,


Patrick G. Holder
Commissioner
Department of Buildings

cc: Mayor
Corporate Counsel, City Clerk, The Comptroller



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
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File #: TMP -1404

Agenda Date: 5/19/2025

Agenda #: 10.

City Council:

AN ORDINANCE ESTABLISHING A TEMPORARY TAX INTEREST AMNESTY PROGRAM FOR COMMERCIAL PROPERTIES - (COMP2025-09)

Whereas, in a letter dated May 16, 2025, the Comptroller requested authorization to establish a temporary tax interest amnesty program for qualified commercial property owners in the City of Mount Vernon to resolve outstanding real property tax liabilities in exchange for partial forgiveness of accrued interest and penalties; and

Whereas, the City Council of the City of Mount Vernon previously adopted a Tax Amnesty Program for owner-occupied one-, two-, and three-family properties, beginning in 2023 and extended into 2024 and 2025, to support residential taxpayers in settling outstanding real property tax obligations; and

Whereas, this owner-occupied program excluded commercial properties, despite increasing requests and financial hardship expressed by commercial property owners within the City; and

Whereas, the City acknowledges the economic challenges commercial property owners continue to face, particularly in the wake of continued economic instability and rising operational costs; and

Whereas, the City Administration has proposed a limited-time interest and penalty abatement program to encourage commercial property owners to bring their tax accounts current and avoid lien enforcement actions and potential foreclosure proceedings scheduled to begin in late June 2025; and

Whereas, such a program would enable the City to recover principal tax revenue, increase short-term cash flow, reduce the City's backlog of delinquent taxes, and avoid the administrative burden of lien enforcement and foreclosure; and

Whereas, the City Council finds it in the public interest to offer a tax interest amnesty program to eligible commercial property owners to promote compliance, support local commerce, and enhance the City's fiscal stability; **Now, Therefore, Be It Resolved That**

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

Section 1. Title. This ordinance shall be known and may be cited as the "2025 Commercial Property Tax Interest Amnesty Ordinance."

Section 2. Purpose. The purpose of this Ordinance is to establish a temporary tax interest amnesty program for qualified commercial property owners in the City of Mount Vernon to resolve outstanding real property tax liabilities in exchange for partial forgiveness of accrued interest and penalties.

Section 3. Definitions.

For purposes of this Ordinance:

- **“Qualified Commercial Property”** means real property classified as non-residential and not owner-occupied one-, two-, or three-family homes.
- **“Delinquent Taxes”** means any unpaid City, County, or School taxes that have gone to lien as of the effective date of this Ordinance.

Section 4. Amnesty Program Established. There is hereby established a temporary Tax Interest Amnesty Program for commercial properties, effective upon adoption of this Ordinance and expiring at the close of business on June 13, 2025.

Section 5. Program Eligibility.

To be eligible for the program, the property owner must:

1. Own a Qualified Commercial Property within the City of Mount Vernon;
2. Be current on the following tax obligations:
 - City and County real property taxes for tax years 2023 through 2025; and
 - School taxes for tax years 2020 through 2024;
3. Submit a completed Amnesty Program application to the City Comptroller’s Office on or before June 13, 2025;
4. Pay 100% of the outstanding principal tax balance owed prior to:
 - 2023 for City and County taxes; and
 - 2020 for School taxes;
5. Pay at least 50% of the interest and penalties accrued on such delinquent amounts after the taxes went to lien.

Section 6. Program Benefits. Eligible property owners who satisfy the requirements of Section 5 shall receive:

- A waiver of **50% of the accrued interest and penalties** on delinquent City, County, and School real property taxes incurred before the applicable years outlined above.

Section 7. Administration. The Office of the Comptroller shall administer the program, including processing applications, verifying eligibility, and issuing final determinations. The Comptroller is authorized to promulgate rules, procedures, and forms necessary to implement and enforce this Ordinance.

Section 8. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof.

Section 9. Effective Date. This Ordinance shall take effect immediately upon adoption and shall remain in effect through June 13, 2025, unless extended or amended by subsequent ordinance of the City Council and approval by the Board of Estimate and Contract.



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

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

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

May 16, 2025

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

RE: COMP2025-09 – Recommendation to Issue a Tax Interest Amnesty Program for Commercial Properties

Dear Honorable Members of the Mount Vernon City Council,

The City Council initially passed a Tax Amnesty Program for Owner-Occupied Taxpayers in 2023, which was later extended into 2024 and a renewed tax interest and amnesty program in 2025. This temporary initiative allowed owner-occupied one-, two-, and three-family homeowners to settle outstanding tax principal balances owed to the City and County, with the City waiving accrued interest for a limited time. However, commercial properties were not included in this amnesty program.

Our office has received numerous requests for a tax amnesty program for commercial properties. The extension of a tax interest amnesty program, while more of an immediate challenge for taxpayers, could provide greater long-term relief for the taxpayer and direct relief for the City. Given the challenges our commercial property owners face, and the immediate need for increased City cashflow, I am recommending that we offer an opportunity for partial interest and penalties amnesty on delinquent taxes for commercial properties. It is my hope that this initiative will encourage many commercial property owners to bring their accounts current and avoid the consequences of lien enforcement and foreclosure, anticipated to commence in late June 2025.

The proposed program would allow qualified taxpayers to:

- Settle **City and County taxes owed prior to 2023**, and
- Settle **School taxes owed prior to 2020**,

in exchange for **50% abatement of interest accrued after the taxes went to lien.**

Eligibility for the program would require property owners to be current on:

- **City and County taxes for 2023 through 2025**, and
- **School taxes for 2020 through 2024.**

Although the City would be waiving 50% interest, this initiative would result in immediate cash flow, help clear longstanding delinquent balances, and offer much-needed relief to our residents.

Accordingly, I respectfully recommend that the City Council adopt a resolution to **extend the Tax Interest Amnesty Program** to qualified commercial properties. This program would allow eligible commercial property owners to settle outstanding City, County, and School real property tax liens by paying the principal tax balance in full along with at least 50% of the interest. The program would be in effect until the **close of business on June 13, 2025**.

If there are any questions, please do not hesitate to contact me. Thank you for your consideration and continued commitment to the financial and social well-being of our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Morton', with a stylized flourish at the end.

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

cc: Mayor
Law Department
File



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
& VIA
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File #: TMP -1364

Agenda Date: 5/20/2025

Agenda #: 11.

Board of Estimate & Contract:

A RESOLUTION AUTHORIZING PARTIAL PAYMENT NO. 13 FOR SEWER SYSTEM REHABILITATION - PHASE 1 TO NATIONAL WATER MAIN CLEANING COMPANY

WHEREAS, by letter dated May 1, 2025, the Commissioner of the Department of Public Works certified that the work under Contract 122022-1 between the City of Mount Vernon (the “City”) and National Water Main Cleaning Company (the “Contractor”) for the “Sewer System Rehabilitation - Phase 1” project has been performed in a good and substantial manner by the Contractor; and

WHEREAS, the Contractor is entitled to receive Partial Payment No. 13 of \$340,301.63, as directed by the terms of the contract; **NOW, THEREFORE, BE IT**

RESOLVED, that the City Comptroller is hereby authorized and directed to process Partial Payment No. 13 of \$340,301.63 to National Water Main Cleaning Company, as certified by the Commissioner of Public Works. The payment draft shall be delivered to the Corporation Counsel, who will disburse the payment to the Contractor upon receipt of proof that there are no liens against the project; this payment remains subject to the filing of all required documents by the Contractor; **BE IT FURTHER**

RESOLVED, funds for this Partial Payment No. 13 of \$340,301.63 are available under Budget Code H8120.203.C937 (Sanitary), in which all funding is reimbursed via the New York State Department of Environmental Conservation 2021 Water Quality Improvement Program Grant.



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1406

Agenda Date: 5/20/2025

Agenda #: 12.

Board of Estimate & Contract:

RESOLUTION AUTHORIZING THE RETENTION OF SPECIAL COUNSEL FOR TAX LIEN SALES AND IN-REM FORECLOSURES

Whereas, pursuant to Section 153 of the Charter of the City of Mount Vernon, the Corporation Counsel, with the written consent of the Mayor, may engage legal counsel for compensation as approved by the Board of Estimate and Contract in matters involving the City; and

Whereas, by letter dated May 16, 2025, the Corporation Counsel recommended the retention of the Oxman Law Group, PLLC ("Oxman") to provide legal counsel and guidance to the City regarding Tax Lien Sales and In-Rem Foreclosures; and

Whereas, Oxman has agreed to provide such legal services at the following rates:

- Partners: \$350 per hour
- Associate Attorneys: \$300 per hour
- Paralegals: \$100 per hour; and

Whereas, for delinquent properties included in the 2025 tax lien sales, Oxman will charge the City a flat fee of \$175.00 per parcel; and

Whereas, funding for this engagement is available through Budget Code A1010-405 (Outside Contracted Services); **Now, Therefore, Be It Resolved That**

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

Resolved, that the City of Mount Vernon, through its Board of Estimate and Contract, hereby ordains and enacts the following:

Section 1. Retention of Special Counsel. The Oxman Law Group, PLLC is hereby retained to serve as special counsel to the City of Mount Vernon for matters relating to Tax Lien Sales and In-Rem Foreclosures.

Section 2. Compensation. Compensation shall be made in accordance with the hourly rates and flat fee structure as outlined in the Engagement Letter dated May 16, 2025.

Section 3. Funding Source. All compensation due for services rendered under this engagement shall be paid from Budget Code A1010-405 (Outside Contracted Services).

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



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
CORPORATION COUNSEL

CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT OF LAW
CITY HALL

ONE ROOSEVELT SQUARE, MOUNT VERNON, NY 10550
(914) 665-2366 • FAX (914) 665-9142
WWW.CI.MOUNT-VERNON.NY.US

DEPUTY CORPORATION
COUNSEL
JOHAN S. POWELL

SECOND DEPUTY
CORPORATION COUNSEL
CHRISTINE LOMBERT

ASSISTANT CORPORATION
COUNSEL
MILDRED MCGUIRE

May 16, 2025

Honorable Board of Estimates and Contracts Committee
(Through the Office of the Mayor)
City of Mount Vernon
1 Roosevelt Square
Mount Vernon, New York 10550

**Retention of the Oxman Law Group, PLLC (hereinafter "Oxman")
To Provide Legal Guidance on Tax Lien Sales and In-Rem Foreclosures**

Dear Honorable Board Members,

Per Section 153 of the Charter of the City of Mount Vernon, I respectfully request the enactment of a resolution to retain the Oxman Law Group, PLLC, to provide legal guidance on Tax Lien Sales and In-Rem Foreclosures.

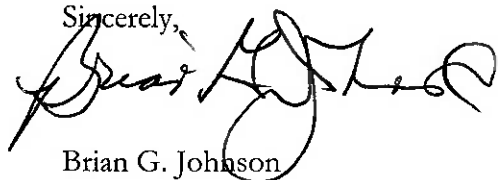
Oxman Office of Kristen K. Wilson has offered to provide its legal services and related advice at the following municipal hourly rates:

- Partners: \$350 per hour
- Junior Associate Attorneys: \$300 per hour
- Clerks and Paralegals: \$100 per hour

In addition, Oxman will bill the City a flat fee of \$175.00 per parcel for those delinquent properties to be auctioned during the 2025 tax lien sales. This flat fee includes preparing all documents required to effectuate a sale, acting as the City's contact point for responding to property owners' questions and concerns, conducting the auction, acting as the contact point for bidders' questions, and preparing the tax lien certificate for each successful bidder.

For those properties whose liens do not sell at auction, Oxman will provide in rem legal services at the municipal rate of \$290 per hour. Funding for this engagement is available under Budget Code A1010- 405 (Outside Contracted Services). Please feel free to reach out to me for additional information or clarification. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian G. Johnson", written over a horizontal line.

Brian G. Johnson
Corporation Counsel

cc: Shawyn Patterson-Howard, Mayor
Darren M. Morton, Comptroller
Danielle Brown, City Council President

**RESOLUTION AUTHORIZING THE RETENTION
OF SPECIAL COUNSEL FOR TAX LIEN SALES
AND IN-REM FORECLOSURES**

Whereas, pursuant to Section 153 of the Charter of the City of Mount Vernon, the Corporation Counsel, with the written consent of the Mayor, may engage legal counsel for compensation as approved by the Board of Estimate and Contract in matters involving the City; and

Whereas, by letter dated May 16, 2025, the Corporation Counsel recommended the retention of the Oxman Law Group, PLLC (“Oxman”) to provide legal counsel and guidance to the City regarding Tax Lien Sales and In-Rem Foreclosures; and

Whereas, Oxman has agreed to provide such legal services at the following rates:

- Partners: \$350 per hour
- Associate Attorneys: \$300 per hour
- Paralegals: \$100 per hour; and

Whereas, for delinquent properties included in the 2025 tax lien sales, Oxman will charge the City a flat fee of \$175.00 per parcel; and

Whereas, funding for this engagement is available through Budget Code A1010-405 (Outside Contracted Services); **Now, Therefore, Be It Resolved That**

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

Resolved, that the City of Mount Vernon, through its Board of Estimate and Contract, hereby ordains and enacts the following:

Section 1. Retention of Special Counsel. The Oxman Law Group, PLLC is hereby retained to serve as special counsel to the City of Mount Vernon for matters relating to Tax Lien Sales and In-Rem Foreclosures.

Section 2. Compensation. Compensation shall be made in accordance with the hourly rates and flat fee structure as outlined in the Engagement Letter dated May 16, 2025.

Section 3. Funding Source. All compensation due for services rendered under this engagement shall be paid from Budget Code A1010-405 (Outside Contracted Services).

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



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1355

Agenda Date: 4/29/2025

Agenda #: 13.

Board of Estimate & Contract:

A RESOLUTION AUTHORIZING THE RETENTION OF THE LAW OFFICE OF KRISTEN K. WILSON AS SPECIAL COUNSEL TO ASSIST THE CHARTER REVISION COMMITTEE

Whereas, pursuant to Section 153 of the Charter of the City of Mount Vernon, the Corporation Counsel, with the written consent of the Mayor, may engage legal counsel for compensation as approved by the Board of Estimate and Contract in proceedings involving the City; and

Whereas, by letter dated April 22, 2025, the Corporation Counsel recommended the retention of the Law Office of Kristen K. Wilson (the “Firm”) as Special Counsel to the Charter Revision Committee; and

Whereas, the Law Office of Kristen K. Wilson has agreed to provide legal services to the City at the following hourly rates:

- **Partners:** \$350 per hour
- **Associate Attorneys:** \$300 per hour
- **Paralegals:** \$100 per hour

Whereas, funding for this engagement is available under Budget Code A1010 (City Council Salaries); **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Retain Special Counsel. The Law Office of Kristen K. Wilson is hereby retained as Special Counsel to advise and assist the Charter Revision Committee in matters requiring specialized legal expertise.

Section 2. Compensation. The Firm shall be compensated in accordance with the hourly rates outlined in the Engagement Letter dated April 24, 2025.

Section 3. Funding Source. Compensation for services rendered shall be drawn from Budget Code A1010 (City Council Salaries).

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

**A RESOLUTION AUTHORIZING THE RETENTION
OF THE LAW OFFICE OF KRISTEN K. WILSON
AS SPECIAL COUNSEL TO ASSIST THE
CHARTER REVISION COMMITTEE**

Whereas, pursuant to Section 153 of the Charter of the City of Mount Vernon, the Corporation Counsel, with the written consent of the Mayor, may engage legal counsel for compensation as approved by the Board of Estimate and Contract in proceedings involving the City; and

Whereas, by letter dated April 22, 2025, the Corporation Counsel recommended the retention of the Law Office of Kristen K. Wilson (the “Firm”) as Special Counsel to the Charter Revision Committee; and

Whereas, the Law Office of Kristen K. Wilson has agreed to provide legal services to the City at the following hourly rates:

- **Partners:** \$350 per hour
- **Associate Attorneys:** \$300 per hour
- **Paralegals:** \$100 per hour

Whereas, funding for this engagement is available under Budget Code A1010 (City Council Salaries); **Now, Therefore, Be It Resolved That**

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

Section 1. Authorization to Retain Special Counsel. The Law Office of Kristen K. Wilson is hereby retained as Special Counsel to advise and assist the Charter Revision Committee in matters requiring specialized legal expertise.

Section 2. Compensation. The Firm shall be compensated in accordance with the hourly rates outlined in the Engagement Letter dated April 24, 2025.

Section 3. Funding Source. Compensation for services rendered shall be drawn from Budget Code A1010 (City Council Salaries).

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



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1379

Agenda Date: 5/20/2025

Agenda #: 14.

Board of Estimate & Contract:

**A RESOLUTION AUTHORIZING THE
SETTLEMENT OF THE CLAIM OF
CYNTHIA MCMULLEN**

WHEREAS, on October 17, 2024, CYNTHIA MCMULLEN filed a Notice of Claim against the City of Mount Vernon, seeking compensation of \$8,800.00 for property damage to her chain link fence. The damage allegedly occurred on October 12, 2024, when a tree limb fell onto her front yard and damaged the entrance gate to her chain link fence; and

WHEREAS, by letter dated May 9, 2025, the Corporation Counsel has recommended that the Board of Estimate & Contract approve the settlement of this claim for \$950.00; **NOW, THEREFORE, BE IT**

RESOLVED, that the claim of Geico, as subrogee of Cynthia McMullen, be settled for \$950.00, with said settlement hereby approved; and be it further

RESOLVED, that this amount shall be disbursed from Budget Code A1910.469 (Insurance - Claims) in the 2025 Budget.



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
CORPORATION COUNSEL

CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT OF LAW
CITY HALL
ONE ROOSEVELT SQUARE, MOUNT VERNON, NY 10550
(914) 665-2366 • FAX (914) 665-9142
WWW.CI.MOUNT-VERNON.NY.US

DEPUTY CORPORATION COUNSEL
JOHAN S. POWELL

SECOND DEPUTY CORPORATION
COUNSEL
CHRISTINE C. LOMBERT

ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

CONFIDENTIAL

May 9, 2025

(Through Office of the Mayor)

Honorable Board of Estimate and Contract
City Hall
Mount Vernon, New York

Re: **Settlement of for property damage –
MCMULLEN, CYNTHIA v. City of Mount Vernon
Settlement Amount: \$950.00**

Honorable Members:

Pursuant to Section 152 of the City Charter, the undersigned respectfully requests the approval of this Honorable Board to settle the above-captioned matter against the City of Mount Vernon for the total sum of \$950.00

This office has evaluated the facts and circumstances of this matter and believes that it is in the best interest of the City to settle for the above amount.

If your Honorable Body agrees, a Resolution approving the settlement of this claim should be adopted.

Respectfully Submitted,

Brian G. Johnson
Corporation Counsel

Cc: Mayor
Comptroller
Law Department

**A RESOLUTION AUTHORIZING THE
SETTLEMENT OF THE CLAIM OF
CYNTHIA MCMULLEN**

WHEREAS, on October 17, 2024, CYNTHIA MCMULLEN filed a Notice of Claim against the City of Mount Vernon, seeking compensation of \$8,800.00 for property damage to her chain link fence. The damage allegedly occurred on October 12, 2024, when a tree limb fell onto her front yard and damaged the entrance gate to her chain link fence; and

WHEREAS, by letter dated May 9, 2025, the Corporation Counsel has recommended that the Board of Estimate & Contract approve the settlement of this claim for \$950.00; **NOW, THEREFORE, BE IT**

RESOLVED, that the claim of Geico, as subrogee of Cynthia McMullen, be settled for \$950 00, with said settlement hereby approved; and be it further

RESOLVED, that this amount shall be disbursed from Budget Code A1910.469 (Insurance - Claims) in the 2025 Budget.



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1380

Agenda Date: 5/20/2025

Agenda #: 15.

Board of Estimate & Contract:

**A RESOLUTION AUTHORIZING THE
SETTLEMENT OF THE CLAIM OF
GEICO A/S/O TOI WILLIAMS-LLOYD**

WHEREAS, on March 19, 2024, Geico, as subrogee of TOI WILLIAMS-LLOYD, filed a Notice of Claim against the City of Mount Vernon, seeking compensation of \$8,547.64 for property damage to a 2020 Grand Jeep Cherokee. The damage allegedly occurred on January 3, 2024, on Hartford Avenue when a DPW pickup truck, driven by a municipal employee, struck Claimant's legally parked vehicle; and

WHEREAS, on February 26, 2025, a federal lawsuit was initiated against the City of Mount Vernon on behalf of, as subrogee of TOI WILLIAMS-LLOYD; and

WHEREAS, by letter dated May 8, 2025, the Corporation Counsel has recommended that the Board of Estimate & Contract approve the settlement of this claim for \$7,000.00; **NOW, THEREFORE, BE IT**

RESOLVED, that the claim of Geico, as subrogee of TOI WILLIAMS-LLOYD, be settled for \$7,000.00, with said settlement hereby approved; and be it further

RESOLVED, that this amount shall be disbursed from Budget Code A1910.469 (Insurance - Claims) in the 2025 Budget.



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
CORPORATION COUNSEL

CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT OF LAW
CITY HALL
ONE ROOSEVELT SQUARE, MOUNT VERNON, NY 10550
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WWW.CI.MOUNT-VERNON.NY.US

DEPUTY CORPORATION COUNSEL
JOHAN S. POWELL

SECOND DEPUTY CORPORATION
COUNSEL
CHRISTINE C. LOMBERT

ASSISTANT CORPORATION
COUNSEL
Mildred McGuire

CONFIDENTIAL

May 8, 2025

(Through Office of the Mayor)

Honorable Board of Estimate and Contract
City Hall
Mount Vernon, New York

Re: **Settlement of lawsuit for property damage in the matter of
GEICO a/s/o Toi Williams-Lloyd v. City of Mount Vernon
Settlement Amount: \$7,000.00**

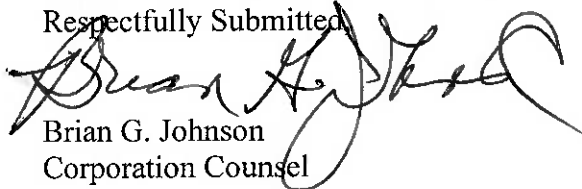
Honorable Members:

Pursuant to Section 152 of the City Charter, the undersigned respectfully requests the approval of this Honorable Board to settle the above-captioned matter against the City of Mount Vernon for the total sum of \$7,000.00.

This office has evaluated the facts and circumstances of this matter and believes that it is in the best interest of the City to settle for the above amount.

If your Honorable Body agrees, a Resolution approving the settlement of this claim should be adopted.

Respectfully Submitted,


Brian G. Johnson
Corporation Counsel

Cc: Mayor
Comptroller
Law Department

**A RESOLUTION AUTHORIZING THE
SETTLEMENT OF THE CLAIM OF
GEICO A/S/O TOI WILLIAMS-LLOYD**

WHEREAS, on March 19, 2024, Geico, as subrogee of TOI WILLIAMS-LLOYD, filed a Notice of Claim against the City of Mount Vernon, seeking compensation of \$8,547.64 for property damage to a 2020 Grand Jeep Cherokee. The damage allegedly occurred on January 3, 2024, on Hartford Avenue when a DPW pickup truck, driven by a municipal employee, struck Claimant's legally parked vehicle; and

WHEREAS, on February 26, 2025, a federal lawsuit was initiated against the City of Mount Vernon on behalf of, as subrogee of TOI WILLIAMS-LLOYD; and

WHEREAS, by letter dated May 8, 2025, the Corporation Counsel has recommended that the Board of Estimate & Contract approve the settlement of this claim for \$7,000.00; **NOW, THEREFORE, BE IT**

RESOLVED, that the claim of Geico, as subrogee of TOI WILLIAMS-LLOYD, be settled for \$7,000.00, with said settlement hereby approved; and be it further

RESOLVED, that this amount shall be disbursed from Budget Code A1910.469 (Insurance - Claims) in the 2025 Budget.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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File #: TMP -1394

Agenda Date: 5/20/2025

Agenda #: 16.

Board of Estimate & Contract:

A RESOLUTION AUTHORIZING THE SETTLEMENT OF THE CLAIM OF ALLSTATE INSURANCE COMPANY, AS SUBROGEE OF BENNET FOX

WHEREAS, on September 8, 2023, Allstate Insurance Company, as subrogee of Bennet Fox, filed a Notice of Claim against the City of Mount Vernon (the “City”) seeking compensation for property damage to a 2023 Audi Q8 55 Premium Plus Quattro, allegedly caused on August 2, 2023, when a bolt from a Department of Public Works (“DPW”) sanitation struck the vehicle, resulting in damage to the roof and windshield. The claim sought damages in the amount of \$26,317.50; and

WHEREAS, on October 15, 2024, a Summons and Complaint was filed against the City on behalf of Allstate Insurance Company, as subrogee of Bennet Fox, arising from the same incident; and

WHEREAS, by letter dated May 15, 2025, the Corporation Counsel has recommended that the Board of Estimate and Contract approve the settlement of this claim for \$17,000.00; **NOW, THEREFORE, BE IT**

RESOLVED, that the claim of Allstate Insurance Company, as subrogee of Bennet Fox, is hereby settled for \$17,000.00, and said settlement is hereby approved; and be it further

RESOLVED, that payment of this settlement shall be made from Budget Code A1910.469 (Insurance - Claims), 2025 Budget.

**A RESOLUTION AUTHORIZING THE
SETTLEMENT OF THE CLAIM OF
ALLSTATE INSURANCE COMPANY,
AS SUBROGEE OF BENNET FOX**

WHEREAS, on September 8, 2023, Allstate Insurance Company, as subrogee of Bennet Fox, filed a Notice of Claim against the City of Mount Vernon (the “City”) seeking compensation for property damage to a 2023 Audi Q8 55 Premium Plus Quattro, allegedly caused on August 2, 2023, when a bolt from a Department of Public Works (“DPW”) sanitation struck the vehicle, resulting in damage to the roof and windshield. The claim sought damages in the amount of \$26,317.50; and

WHEREAS, on October 15, 2024, a Summons and Complaint was filed against the City on behalf of Allstate Insurance Company, as subrogee of Bennet Fox, arising from the same incident; and

WHEREAS, by letter dated May 15, 2025, the Corporation Counsel has recommended that the Board of Estimate and Contract approve the settlement of this claim for \$17,000.00; **NOW, THEREFORE, BE IT**

RESOLVED, that the claim of Allstate Insurance Company, as subrogee of Bennet Fox, is hereby settled for \$17,000.00, and said settlement is hereby approved; and be it further

RESOLVED, that payment of this settlement shall be made from Budget Code A1910.469 (Insurance – Claims), 2025 Budget.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
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File #: TMP -1400

Agenda Date: 5/20/2025

Agenda #: 17.

Board of Estimate & Contract:

A RESOLUTION AUTHORIZING THE SETTLEMENT CLAIM FILED BY LETICIA SOTERO

WHEREAS, on September 21, 2023, Leticia Sotero filed a Notice of Claim against the City of Mount Vernon (the “City”), alleging that she sustained personal injuries on June 30, 2023, after being struck by an on-duty Mount Vernon Police Officer while crossing the street in a crosswalk at the intersection of Roosevelt Square North and North 7th Avenue, and seeking damages in the amount of \$150,000; and

WHEREAS, on August 12, 2024, a Summons and Complaint was filed against the City on behalf of Leticia Sotero arising from the same incident; and

WHEREAS, the Corporation Counsel, by letter dated May 14, 2025, has recommended that the Board of Estimate and Contract approve a settlement of this matter in the amount of \$80,000; **NOW, THEREFORE, BE IT**

RESOLVED, that the claim of Leticia Sotero is hereby settled in the amount of \$80,000.00, and said settlement is hereby approved; and be it further

RESOLVED, that payment of the settlement shall be made from Budget Code A1930.494 (Judgments & Settlements), 2025 Budget.

**A RESOLUTION AUTHORIZING THE
SETTLEMENT CLAIM FILED BY LETICIA SOTERO**

WHEREAS, on September 21, 2023, Leticia Sotero filed a Notice of Claim against the City of Mount Vernon (the “City”), alleging that she sustained personal injuries on June 30, 2023, after being struck by an on-duty Mount Vernon Police Officer while crossing the street in a crosswalk at the intersection of Roosevelt Square North and North 7th Avenue, and seeking damages in the amount of \$150,000; and

WHEREAS, on August 12, 2024, a Summons and Complaint was filed against the City on behalf of Leticia Sotero arising from the same incident; and

WHEREAS, the Corporation Counsel, by letter dated May 14, 2025, has recommended that the Board of Estimate and Contract approve a settlement of this matter in the amount of \$80,000; **NOW, THEREFORE, BE IT**

RESOLVED, that the claim of Leticia Sotero is hereby settled in the amount of \$80,000.00, and said settlement is hereby approved; and be it further

RESOLVED, that payment of the settlement shall be made from Budget Code A1930.494 (Judgments & Settlements), 2025 Budget.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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VERNON, NEW YORK
10550
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File #: TMP -1405

Agenda Date: 5/20/2025

Agenda #:

Board of Estimate & Contract:

**A RESOLUTION AUTHORIZING THE
SETTLEMENT CLAIM FILED BY KAMIL MAMAK**

WHEREAS, on September 16, 2024, Kamil Mamak filed a Notice of Claim against the City of Mount Vernon (the “City”), alleging property damage to his 2017 Toyota Camry XLE as a result of an incident on July 25, 2024, in which a Department of Public Works (“DPW”) dump truck backed into the front of his parked and unoccupied vehicle, which was being operated at the time by his daughter while she was working for the City; and

WHEREAS, Mr. Mamak seeks damages for \$4,783.73 in connection with this incident; and

WHEREAS, the Corporation Counsel, by letter dated May 19, 2025, has recommended that the Board of Estimate and Contract approve a settlement of this claim in the amount of \$4,783.73;

NOW, THEREFORE, BE IT RESOLVED, that the claim of Kamil Mamak is hereby settled for \$4,783.73, and said settlement is hereby approved; and

BE IT FURTHER RESOLVED, that payment of the settlement shall be made from Budget Code A1930.494 (Judgments & Settlements), 2025 Budget.



SHAWYN PATTERSON-HOWARD
MAYOR

BRIAN G. JOHNSON
CORPORATION COUNSEL

CITY OF MOUNT VERNON, NEW YORK
DEPARTMENT OF LAW
CITY HALL
ONE ROOSEVELT SQUARE, MOUNT VERNON, NY 10550
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DEPUTY CORPORATION
COUNSEL
JOHAN S. POWELL

SECOND DEPUTY
CORPORATION COUNSEL
CHRISTINE LOMBERT

ASSISTANT CORPORATION
COUNSEL
MILDRED MCGUIRE

PRIVILEGED & CONFIDENTIAL

May 19, 2025

Honorable Members of the Board of Estimate & Contract
City of Mount Vernon, New York 10550

Through the Office of the Mayor

Re: In the Matter of Kamil Mamak

Dear Honorable Members:

Pursuant to Section 152 of the City Charter, the undersigned respectfully requests that this Honorable Board approve the settlement of the above-captioned matter against the City of Mount Vernon for the total sum of \$4,783.73. Annexed hereto, please find a privileged and confidential internal memorandum detailing the allegations in this case and an analysis of why I recommend that it is in the City's best interest to settle the matter. Should your Honorable Board agree, a Resolution approving the settlement should be adopted.

Respectfully submitted,

Brian G. Johnson
Corporation Counsel

Cc: Mayor
Comptroller
City Council President

**A RESOLUTION AUTHORIZING THE
SETTLEMENT CLAIM FILED BY KAMIL MAMAK**

WHEREAS, on September 16, 2024, Kamil Mamak filed a Notice of Claim against the City of Mount Vernon (the “City”), alleging property damage to his 2017 Toyota Camry XLE as a result of an incident on July 25, 2024, in which a Department of Public Works (“DPW”) dump truck backed into the front of his parked and unoccupied vehicle, which was being operated at the time by his daughter while she was working for the City; and

WHEREAS, Mr. Mamak seeks damages for \$4,783.73 in connection with this incident; and

WHEREAS, the Corporation Counsel, by letter dated May 19, 2025, has recommended that the Board of Estimate and Contract approve a settlement of this claim in the amount of \$4,783.73;

NOW, THEREFORE, BE IT RESOLVED, that the claim of Kamil Mamak is hereby settled for \$4,783.73, and said settlement is hereby approved; and

BE IT FURTHER RESOLVED, that payment of the settlement shall be made from Budget Code A1930.494 (Judgments & Settlements), 2025 Budget.



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
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File #: TMP -1401

Agenda Date: 5/20/2025

Agenda #: 19.

Board of Estimate & Contract:

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 61863/19
59076/20
60925/21
63418/22
65266/23
67286/24

PREMISES: 60 WEST BROAD ST.INC.
PETITIONER: 60 WEST BROAD ST. INC.

Tax Map No.: 165.22-1028-1

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded
by City 2019	2019/20	\$204,100	\$0	\$0	\$0
2020	2020/21	\$204,100	\$0	\$0	\$0
2021	2021/22	\$204,100	\$0	\$0	\$0
2022	2022/23	\$204,100	\$187,935	\$16,165	\$7,523.03
2023	2023/24	\$204,100	\$145,316	\$58,784	\$29,466.07
2024	2024/25	\$204,100	\$163,402	\$40,698	\$21,134.47
TOTAL:				\$58,123.57	

TOTAL REFUND: \$58,123.57 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk’s Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 61863/19
59076/20
60925/21
63418/22
65266/23
67286/24

PREMISES: 60 WEST BROAD ST.INC.
PETITIONER: 60 WEST BROAD ST. INC.

Tax Map No.: 165.22-1028-1					
Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2019	2019/20	\$204,100	\$0	\$0	\$0
2020	2020/21	\$204,100	\$0	\$0	\$0
2021	2021/22	\$204,100	\$0	\$0	\$0
2022	2022/23	\$204,100	\$187,935	\$16,165	\$7,523.03
2023	2023/24	\$204,100	\$145,316	\$58,784	\$29,466.07
2024	2024/25	\$204,100	\$163,402	\$40,698	\$21,134.47
TOTAL:					\$58,123.57

TOTAL REFUND: \$58,123.57 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The

amount to be actually refunded is subject to audit and approval of the Comptroller; and
be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
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File #: TMP -1403

Agenda Date: 5/20/2025

Agenda #: 20.

Board of Estimate & Contract:

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 65256/23
67279/24

PREMISES: 135 Sindey Ave
PETITIONER: 210 WEST LLC

Tax Map No.: 165.61-1087-4 165.61-1087-5

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2023	2023/24	\$4,300	\$987	\$3,313	\$1,660.67
2024	2024/25	\$5,000	\$1,150	\$3,850	\$1,999.31
TOTAL:					\$3,659.98

TOTAL REFUND: \$3,659.98 without costs and with interest, which interest shall be waived

by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry.

Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; **NOW, THEREFORE**, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk’s Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 65256/23
67279/24

PREMISES: 135 Sindey Ave
PETITIONER: 210 WEST LLC

Tax Map No.: 165.61-1087-4					
Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2023	2023/24	\$4,300	\$987	\$3,313	\$1,660.67
2024	2024/25	\$4,300	\$1,110	\$3,190	\$1,656.57
TOTAL:					\$3,317.24

TOTAL REFUND: \$3,317.24 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk

of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk



City of Mount Vernon, New York

Staff Report

1 ROOSEVELT SQ. RM.
104
CITY HALL, MOUNT
VERNON, NEW YORK
10550
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File #: TMP -1407

Agenda Date: 5/20/2025

Agenda #:

Board of Estimate & Contract:

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

WHEREAS, upon the recommendation of the Corporation Counsel, this Board of Estimate and Contract deems it in the best interests of the City to settle said proceedings as hereinafter provided; NOW, THEREFORE, be it

RESOLVED, that the settlements of tax review proceedings for the reduction of tax assessments brought in the Supreme Court, Westchester County, by the hereinafter named petitioner against the Commissioner of Assessment and the Board of Assessment Review, which proceedings are filed under the Westchester County Clerk's Index Numbers as indicated, are hereby authorized and directed, and the following assessed valuations of the said properties for the respective years hereinafter set forth are hereby allowed, together with refunds of excess taxes paid hereinafter provided:

INDEX NOS.: 65256/23
67279/24

PREMISES: 139 Sindey Ave
PETITIONER: 210 WEST LLC

Tax Map No.: 165.61-1087-5

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2023	2023/24	\$5,000	\$1,150	\$3,850	\$1,599.02
2024	2024/25	\$5,000	\$1,290	\$3,710	\$1,926.60
TOTAL:					\$3,856.45

TOTAL REFUND: \$3,856.45 without costs and with interest, which interest shall be waived

by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry.

Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

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67279/24

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Tax Map No.: 165.61-1087-5					
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2024	2024/25	\$5,000	\$1,290	\$3,710	\$1,926.60
TOTAL:					\$3,856.45

TOTAL REFUND: \$3,856.45 without costs and with interest, which interest shall be waived by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry. Amount of refund based upon calculation and the assumptions that all taxes have been paid at the prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk

of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk



City of Mount Vernon, New York

Staff Report

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

File #: TMP -1402

Agenda Date: 5/20/2025

Agenda #: 22.

Board of Estimate & Contract:

WHEREAS, proceedings for the review of final tax assessments have been brought against the City of Mount Vernon for the reduction of the final assessed valuations as hereinafter set forth;

WHEREAS, the Mount Vernon City Charter, section 152, provides that the Corporation Counsel shall, whenever he considers that the interests of the City will be subserved thereby, enter into a written agreement subject to the approval of the Board of Estimate and Contract to compromise and settle any claim against the City; and

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INDEX NOS.: 67292/24

PREMISES: 41 Fourth Avenue, S., City

PETITIONER: 41 SOUTH 4TH AVE. R.E. CORP.

Tax Map No.: 165.70-3111-32

Assessment Year(s)	Tax Year(s)	Prior Total Assessment	Adjusted Total Assessment	Reduction	Tax to be Refunded by City
2024	2025/26	\$13,000	\$7,680	\$5,320	\$2,762.68
TOTAL:					\$2,762.68

TOTAL REFUND: \$2,762.68 without costs and with interest, which interest shall be waived

by petitioner if the refunds are paid within 90 days of the service of the judgment with notice of entry.

Amount of refund based upon calculation and the assumptions that all taxes have been paid at the

prior total assessment and all refunds will be paid within 90 days of service of the judgment with notice of entry. The amount to be actually refunded is subject to audit and approval of the Comptroller; and be it further

RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

RESOLVED, that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

**ADOPTED BY BOARD OF
ESTIMATE AND CONTRACT**

OF COUNSEL

APPROVED:

**OFFICE OF THE CORPORATION COUNSEL
Dept. LAW**

Clerk

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TOTAL:					\$2,762.68

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RESOLVED, that in each said case, the Commissioner of Assessment is hereby authorized, upon receipt of a certified copy of the proper judgment made by a Justice of the Supreme Court of the County of Westchester, and entered in the office of the Clerk of the County of Westchester, to correct the respective assessment roll or rolls in relation to the said respective properties of the abovementioned property owner to

reflect the respective reduced assessments as hereinabove set forth and provided in said judgment; and be it further

RESOLVED, that in any of the said cases, upon receipt by the Corporation Counsel of the certified copy of the respective appropriate judgment or order signed by a Justice of the Supreme Court of said County, in said respective proceedings, directing the correction of the assessment or assessments involved on the roll or rolls for the designated year or years, and directing a refund the excessive taxes paid as stated above, and settling and discontinuing such proceeding, with prejudice, which said papers shall be satisfactory to the Corporation Counsel and upon receipt by the Comptroller is hereby authorized and directed to audit and allow and to draw a draft or drafts to the order of the said respective taxpayers or their attorneys who have paid said tax or taxes and are entitled to such refunds of the City taxes, without costs with interest which interest shall be waived by the petitioner if refunds as paid within 90 days of service of the judgment with notice of entry, and be it further

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