

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

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



## **Referral Packet - Final**

**Wednesday, May 14, 2025**

**7:00 PM**

**CITY COUNCIL CHAMBERS  
CITY HALL**

### **City Council**

***NICOLE BONILLA, M.B.A.***  
***City Clerk***

**A REGULAR MEETING OF THE CITY OF THE MOUNT VERNON CITY COUNCIL  
HELD ON WEDNESDAY, [INSERT DATE], 2025.**

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

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

**PRESIDING:** Danielle Browne, President

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

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

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

**PUBLIC COMMENT**

**REFERRAL SESSION**

Roll Call administered by City Clerk Nicole Bonilla

**REPORTS OF STANDING COMMITTEES AND ACTION THEREON**

**To the Council:**

**LEGISLATION AND PUBLIC WORKS**

1. Office of the Mayor: An Ordinance Authorizing the Mayor to Attend the 2025 New York Conference of Mayors and Municipal Officials (NYCOM) Annual Meeting & Training School - (May 28th to May 30th, 2025)

**Code:** LPW

**Attachments:** [Referral Letter - NYCOM Annual Conference 2025](#)

2. Office of the Mayor: An Ordinance Authorizing the Execution of an Updated Memorandum of Understanding (MOU) with the Bloomberg Harvard City Leadership Initiative

**Code:** LPW

**Attachments:** [Referral Letter -Bloomberg Harvard City Leadership Initiative. docx](#)  
[MOU\\_Bloomberg](#)

3. Department of Public Works: An Ordinance Authorizing the Amendment of Article IX, Section 105-B, entitled "Abatement of Nuisance" of the Code of the City of Mount Vernon

**Code:** LPW

**Attachments:** [Amendment to Mount Vernon City Code](#)

4. Department of Public Works: An Ordinance Authorizing a One (1) Year Leave of Absence for Mr. Jawaad Abdul-Halim, Laborer to Serve as Code Enforcement Officer in the Department of Public Works

**Code:** LPW

**Attachments:** [J. Abdul- Halim LOA](#)

5. Department of Public Works: 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

**Code:** LPW

**Attachments:** [Animal Shelter Land Lease](#)  
[Animal Shelter - Land Lease Agreement \(1\) \(1\)](#)

6. Department of Public Works: An Ordinance Authorizing the Department of Public Works, on behalf of the City of Mount Vernon, to Commemorate National Public Works Week from May 18 to May 24, 2025

**Code:** LPW

**Attachments:** [DPW-Printer\\_20250505\\_142732](#)  
[DPW week](#)

7. Department of Public Works: 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

**Code:** LPW

**Attachments:** [Traffic Signal Technician Training- B.Whitley](#)  
[Traffic-signal-brochure](#)

8. Department of Public Works: An Ordinance Authorizing the Declaration of Emergency at City-Owned Property (Parking Structure and Fire Department of Mount Vernon Station houses)

**Code:** LPW

**Attachments:** [Declaration of Emergency- City Owned Property - Parking Structure and Stationhouses of FDMV](#)

**To the Council:**

### **HUMAN RESOURCES**

9. Department of Recreation: 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

**Code:** HR

10. 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

**Attachments:** [referral letter-4th street basketball classic2025 basketball cal](#)  
[DPW 4th Street Classic](#)  
[PD Basketball Classic](#)

11. Youth Bureau: An Ordinance Authorizing the Amendment of Ordinance No. 16, adopted by the City Council on April 23, 2025, entitled "AN ORDINANCE GRANTING PERMISSION TO THE MOUNT VERNON YOUTH BUREAU (MVYB) TO UTILIZE CITY HALL PLAZA ON WEDNESDAY, MAY 14, 2025, TO HOST THE YOUTH MENTAL WELLNESS FEST "VIBE CHECK" THROUGH THE READY4LIFE PROGRAM" -- Wednesday, May 20, 2025

**Code:** HR

**Attachments:** [READY Vibe event](#)  
[R4L Vibe Check Flyer](#)

**To the Council:**

### **PUBLIC SAFETY AND CODES**



12. Fire Department: An Ordinance Authorizing the Contingent Permanent Appointment of Fire Captain Robert D. Curtin to the Position of Deputy Fire Chief within the Mount Vernon Fire Department

**Code:** PSC

**Attachments:** [FDMV Referral - Provisional Deputy Chief 2025](#)

13. 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

**Attachments:** [STRIVE Initiative Referral Letter](#)  
[Westchester County STRIVE](#)



# 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 -1361

**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 Mayor to Attend the 2025 New York Conference of Mayors and Municipal Officials (NYCOM) Annual Meeting & Training School and Approving Related Expenses - (May 28th to May 30th, 2025; \$1,500.00, including registration, transportation, accommodations, and incidentals shall be allocated to Budget Line A1210.402 - Travel); and the same is hereby approved.

### **City Council:**

#### **AN ORDINANCE AUTHORIZING THE MAYOR TO ATTEND THE 2025 NEW YORK CONFERENCE OF MAYORS AND MUNICIPAL OFFICIALS (NYCOM) 2025 ANNUAL MEETING & TRAINING SCHOOL AND APPROVING RELATED EXPENSES**

**Whereas**, by letter dated April 30, 2025, the Mayor has requested legislation authorizing her attendance at the 2025 New York Conference of Mayors and Municipal Officials (NYCOM) Annual Meeting & Training School to be held in Bolton Landing, New York, from May 28, 2025, to May 30, 2025; and

**Whereas**, the New York Conference of Mayors and Municipal Officials (NYCOM) 2025 Annual Meeting & Training School will be held in Bolton Landing, New York, from May 28th to May 30th, 2025; and

**Whereas**, the NYCOM Annual Meeting provides an important forum for municipal leaders and city executives throughout New York State to share best practices, participate in training, and engage with state and local policymakers; and

**Whereas**, it is in the interest of the City of Mount Vernon that its leadership remain informed of current municipal strategies and legal developments and establish professional networks to enhance local governance; and

**Whereas**, the registration cost for attendance shall not exceed \$600.00 per person, and the total expense for the trip, including registration, transportation, hotel accommodations, and incidentals, shall not exceed \$1,500.00; and

**Whereas,** such expenses are to be charged to Budget Line A 1210.402 - Travel; **Now, Therefore, Be It Resolved That**

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

**Section 1. Authorization.** The Mayor of the City of Mount Vernon is hereby authorized to attend the New York Conference of Mayors and Municipal Officials (NYCOM) 2025 Annual Meeting & Training School in Bolton Landing, New York, from May 28th to May 30th, 2025.

**Section 2. Expense Approval.** The City Council hereby approves the expenditure of funds for said travel, with a total cost not to exceed One Thousand Five Hundred Dollars (\$1,500.00), including registration, transportation, accommodations, and incidentals.

**Section 3. Budget Line Item.** All costs associated with this trip shall be charged to Budget Line A 1210.402 - Travel.

**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) 665-2360 – Fax: (914) 665-6173

**MALCOLM CLARK**  
*Chief of Staff*

**KHENDRA DAVID**  
*Deputy Chief of Staff*

April 30, 2025

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

### **[New York Conference of Mayors and Municipal Officials (NYCOM) 2025 Annual Meeting & Training School]**

Dear Honorable Council Members,

This letter comes as a request to the City Council for the enactment of legislation authorizing the Mayor to attend the New York Conference of Mayors and Municipal Officials (NYCOM) 2025 Annual Meeting & Training School in Bolton Landing on May 28<sup>th</sup> to May 30<sup>th</sup>, 2025.

The cost of registration is not to exceed \$600.00 per person. The entire trip including registration, transportation, incidentals, and hotel should not exceed \$1,500.00. (One thousand five hundred dollars). The cost of the travel, hotel fees, and incidentals will be expensed from budget A 1210.402 – Travel

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

Please see the attached link for the most “up-to-date” schedule of events.

[ANNUAL CONVENTION TENTATIVE AGENDA - New York Conference of Mayors](#)

In Service,

Shawyn Patterson-Howard, MPA  
Mayor

*“The Jewel of Westchester”*



# City of Mount Vernon, New York

## Staff Report

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VERNON, NEW YORK  
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**File #:** TMP -1362

**Agenda Date:** 5/14/2025

**Agenda #:** 2.

### 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 (10<sup>th</sup>) 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 (2<sup>nd</sup>) 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  
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**File #:** TMP -1347

**Agenda Date:** 5/14/2025

**Agenda #:** 3.

**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<sup>[1]</sup> <<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] fails 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:

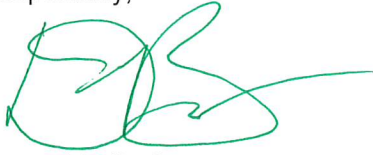
It is respectfully requested that the City Council pass an amendment to the following sub-section in the Mount Vernon City Code: **Article IX – The Department of Public Works; § 105-B Abatement of Nuisance** as follows:

*"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 -1352

**Agenda Date:** 5/14/2025

**Agenda #:** 4.

### City Council:

#### **AN ORDINANCE AUTHORIZING A ONE (1) YEAR LEAVE OF ABSENCE FOR MR. JAWAAD ABDUL-HALIM, LABORER, TO SERVE AS CODE ENFORCEMENT OFFICER IN THE DEPARTMENT OF PUBLIC WORKS**

**Whereas**, in a letter dated April 22, 2025, the Commissioner of the Department of Public Works formally requested the authorization of a one (1) year leave of absence for Mr. Jawaad Abdul-Halim from his position as Laborer in the Department of Public Works; and

**Whereas**, Mr. Jawaad Abdul-Halim is presently employed by the City of Mount Vernon as a Laborer; and

**Whereas**, Mr. Abdul-Halim has been offered and has accepted a temporary appointment to serve in the capacity of Code Enforcement Officer within the Department of Public Works; and

**Whereas**, Mr. Abdul-Halim has requested a one (1) year leave of absence from his current position as Laborer in order to fulfill the duties and responsibilities of the Code Enforcement Officer role; and

**Whereas**, such leave of absence is consistent with the terms and provisions of the Teamsters Local 456 Union Contract; and

**Whereas**, the City of Mount Vernon supports this professional development opportunity and finds it to be in the best interest of the Department of Public Works and the City as a whole; **Now, Therefore, Be It Resolved That**

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

**Section 1. Approval of Leave of Absence.** The City Council authorizes a one (1) year leave of absence for Mr. Jawaad Abdul-Halim from his position as Laborer in the Department of Public Works.

**Section 2. Term of Leave.** The leave of absence shall be effective from May 5, 2025, through May 4, 2026.

**Section 3. Purpose of Leave.** The purpose of the leave is to allow Mr. Abdul-Halim to fulfill the temporary position of Code Enforcement Officer within the Department of Public Works.

**Section 4. Union Contract Compliance.** This resolution is in accordance with the provisions of the Teamsters Local 456 Union Contract, and all rights and protections under said contract shall remain in full effect.

**Section 5. Effective Date.** This Ordinance shall take effect immediately upon its passage and

approval by the City Council.



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

**SHAWYN PATTERSON-HOWARD**  
*Mayor*

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

**DAMANI L. BUSH**  
*Commissioner*

**ROBERT L. HACKETT**  
*Deputy Commissioner*

April 22, 2025

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

Re: Leave of Absence – Jawaad Abdul- Halim

Dear Honorable City Council Members:

I respectfully request legislation from Your Honorable Body granting a one (1) year leave of absence for Mr. Jawaad Abdul- Halim, Laborer, to fulfil the position of Code Enforcement Officer within the Department of Public Works.

His leave of absence will be effective May 5, 2025 through May 4, 2026 in accordance with his Teamsters 456 Union Contract.

Kindly have the necessary legislation enacted upon your acceptance and acquiescence of this transaction.

Respectfully,

Damani L. Bush  
DPW Commissioner  
DB/dg

Cc: Jawaad Abdul- Halim  
Teamsters 456



# 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 #:** 5.

### 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 1<sup>st</sup> 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

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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 -1363

**Agenda Date:** 5/14/2025

**Agenda #:** 6.

### City Council:

#### **AN ORDINANCE AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS, ON BEHALF OF THE CITY OF MOUNT VERNON, TO COMMEMORATE NATIONAL PUBLIC WORKS WEEK FROM MAY 18 TO MAY 24, 2025**

**Whereas**, in a letter dated April 29, 2025, the Director of Sustainability formally requested the authorization for the Department of Public Works, on behalf of the City of Mount Vernon, to recognize and celebrate *National Public Works Week* from May 18 through May 24, 2025; and

**Whereas**, public works professionals focus on infrastructure, facilities, and services that are vital to the sustainable functioning and safety of our community, including transportation, water, sewer, public buildings, waste management, and environmental protection; and

**Whereas**, the men and women who serve in public works professions contribute daily to the health, safety, comfort, and quality of life for the residents of Mount Vernon; and

**Whereas**, the American Public Works Association has designated the week of May 18-24, 2025, as *National Public Works Week*, with the theme “People, Purpose, Presence,” emphasizing the ideals that drive public works professionals to support their communities through service and dedication; and

**Whereas**, the City of Mount Vernon seeks to honor these professionals, increase public awareness of their contributions, and foster stronger connections between the Department of Public Works and the community it serves; **Now, Therefore, Be It Resolved That**

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

**Section 1. Authorization to Celebrate National Public Works Week.** The Department of Public Works, on behalf of the City of Mount Vernon, is hereby authorized to formally recognize and celebrate *National Public Works Week* from May 18 through May 24, 2025.

**Section 2. Activities and Recognition.** The Department of Public Works is further authorized to plan, coordinate, and implement events, community outreach, and educational initiatives in observance of National Public Works Week. These efforts shall aim to raise public awareness, acknowledge the contributions of departmental staff, and underscore the vital role that public works services play in the daily life and functioning of the City.

**Section 3. Theme Acknowledgment.** The City acknowledges and endorses the 2025 national theme, “People, Purpose, Presence,” as an apt and meaningful reflection of the dedication and mission of public works employees serving the City of Mount Vernon.

**Section 4. Community Engagement.** City departments and the public are encouraged to participate in scheduled events and activities throughout the week to show appreciation for the City’s public works personnel and learn more about the work they do to enhance Mount Vernon’s well-being and

infrastructure.

**Section 5. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council.





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

SHAWYN PATTERSON-HOWARD  
*Mayor*

City Hall, One Roosevelt Square  
Mount Vernon, NY. 10550  
(914) 914-665-2339  
email:dpwconcerns@mountvernonny.gov

DAMANI L. BUSH  
*Commissioner*

JOHN NUCULOVIC  
*Deputy Commissioner*

April 29, 2025

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

**Re: Authorization to Celebrate National Public Works Week – May 18–24, 2025**

Dear Honorable City Council Members:

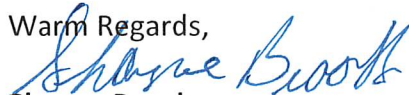
The Department of Public Works respectfully seeks the Honorable City Council's approval to celebrate **National Public Works Week** from **May 18–24, 2025**. This celebration recognizes and honors the dedicated professionals who play a pivotal role in advancing the safety, sustainability, and quality of life for all Mount Vernon residents.

This year's national theme, "**People, Purpose, Presence**," highlights the three cornerstone ideals that motivate public works professionals to serve their communities every day:

- **People:** Meeting the essential needs of residents is the foundation of public works.
- **Purpose:** The commitment to service provides a strong sense of meaning, even when the work often goes unseen.
- **Presence:** Public works professionals are ever-present, working diligently behind the scenes to ensure the City's infrastructure, environment, and public services operate seamlessly.

Through this multi-day event, we aim to raise public awareness, strengthen community relationships, and express our deep appreciation for the invaluable contributions of our workforce.

Warm Regards,

  
Shayne Brooks

Director of Sustainability  
City of Mount Vernon, NY  
Sbrooks@mountvernonny.gov  
914-840-4040



Damani Bush  
Commissioner of Public Works  
City of Mount Vernon, NY  
Dbush@mountvernonny.gov  
914-665-2492

*"The Jewel of Westchester"*



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

---

**SHAWYN PATTERSON-HOWARD**  
*Mayor*

City Hall, One Roosevelt Square  
Mount Vernon, NY, 10550  
(914) 914-665-2339  
email:dpwconcerns@mountvernonny.gov

**DAMANI L. BUSH**  
*Commissioner*

**JOHN NUCULOVIC**  
*Deputy Commissioner*

**Attachment #1:** Schedule of events (date, time, and location)

Cc: Mayor's Office  
City Clerk's Office  
Comptroller's Office

*"The Jewel of Westchester"*



# PUBLIC WORKS WEEK

MAY 18, 2025 - MAY 24, 2025


PEOPLE • PURPOSE • PRESENCE

## PUBLIC WORKS WEEK CALENDAR

**MONDAY**  
MAY 19, 2025

**TOWN HALL**

 6 PM

 MOUNT VERNON  
CITY HALL

\*WILL BE LIVESTREAMED

**WEDNESDAY**  
MAY 21, 2025

**DPW STAFF  
APPRECIATION  
COOKOUT**

**THURSDAY**  
MAY 22, 2025

**TRIVIA  
THURSDAY:  
DPW EDITION**

**FRIDAY**  
MAY 23, 2025

**SEWER  
AWARENESS  
DEMO -  
HONOR  
ACADEMY**

**SATURDAY**  
MAY 24, 2025

**CLEAN UP  
DAY AND  
RUBBISH  
COLLECTION**



**39**



# 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 #:** 7.

### 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 16<sup>th</sup> - June 19<sup>th</sup>) 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

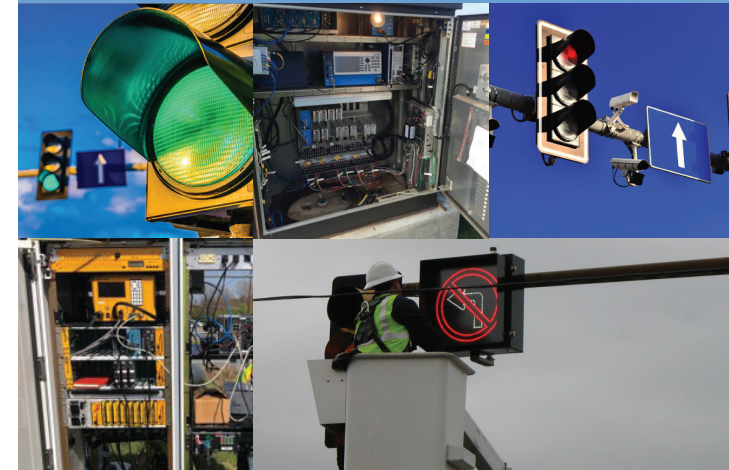
321-392-0500  
cert@imsasafety.org  
IMSAafety.org

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, lightning 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.

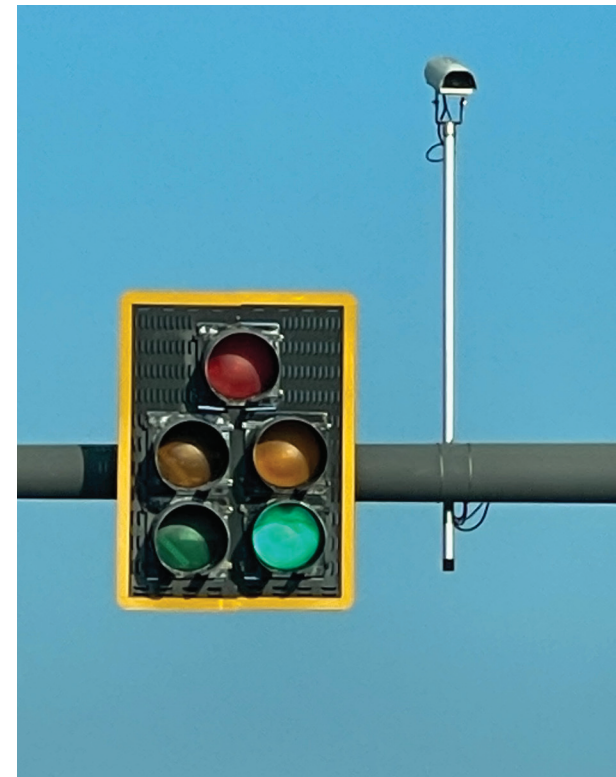
**Prerequisite:** IMSA Work Zone Temporary Traffic Control Technician or IMSA approved Work Zone equivalent; IMSA Traffic Signal Technician I; IMSA Traffic Signal Field Technician II; 5 years of traffic signal operations experience.

## 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 -1368

**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 Declaration of Emergency at City-Owned Property (Parking Structure and Fire Department of Mount Vernon Station houses) as follows:

- 6 East Sidney Avenue, Mount Vernon, NY 10550;
- Fire Department of Mount Vernon (FDMV) Headquarters at 470 East Lincoln Avenue, Mount Vernon, NY 10552;
- FDMV Station 2 at 435 South Fulton Avenue, Mount Vernon, NY 10553; and
- FDMV Station 3 at 50 West 3rd Street, Mount Vernon, NY 10550

All work authorized under this Ordinance shall be funded entirely through the Community Development Block Grant (CDBG) Program. Emergency procurement procedures shall be authorized and employed under applicable municipal and state regulations to expedite the necessary work without competitive bidding, as permitted by law); be, and the same is hereby approved.

### City Council:

#### **AN ORDINANCE AUTHORIZING THE DECLARATION OF EMERGENCY AT CITY-OWNED PROPERTY (PARKING STRUCTURE AND FIRE DEPARTMENT OF MOUNT VERNON STATIONHOUSES)**

**Whereas**, by letter dated May 1, 2025, the Commissioner of the Department of Public Works has requested legislation authorizing the declaration of emergency concerning the condition of the following City-owned properties listed below; and

**Whereas**, the City of Mount Vernon is the owner of various public facilities, including but not limited to the Parking Garage located at:

- 6 East Sidney Avenue, Mount Vernon, NY 10550;
- Fire Department of Mount Vernon (FDMV) Headquarters at 470 East Lincoln Avenue, Mount Vernon, NY 10552;

- FDMV Station 2 at 435 South Fulton Avenue, Mount Vernon, NY 10553; and
- FDMV Station 3 at 50 West 3rd Street, Mount Vernon, NY 10550; and

**Whereas**, the Deputy Commissioner of the Department of Public Works has identified urgent safety concerns involving deteriorated concrete assemblies and structural components at the City-owned facilities; and

**Whereas**, the parking garage at 6 East Sidney Avenue has ornamental, non-structural concrete assemblies affixed by bolts and cured-in-place methods that now present imminent hazards and require immediate removal; and

**Whereas**, the vehicle launching pads (concrete aprons) at all three FDMV firehouses are in a state of severe disrepair and require replacement to ensure proper operational readiness and the safety of personnel and equipment; and

**Whereas**, the condition of the structures, if left unremedied, may pose a risk to public safety, property, and the continuity of essential municipal services; and

**Whereas**, the City of Mount Vernon seeks to act immediately under emergency procurement protocols to ensure timely mitigation and repairs without delay; and

**Whereas**, the cost of such emergency work shall be fully funded through the Community Development Block Grant (CDBG) Program at no cost to the City's General Fund; **Now, Therefore, Be It Resolved That**

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

**Section 1. Declaration of Emergency.** The City Council hereby declares an emergency with respect to the condition of the following City-owned properties:

- Parking Garage at 6 East Sidney Avenue, Mount Vernon, NY 10550
- Fire Department Headquarters at 470 East Lincoln Avenue, Mount Vernon, NY 10552
- FDMV Station 2 at 435 South Fulton Avenue, Mount Vernon, NY 10553
- FDMV Station 3 at 50 West 3rd Street, Mount Vernon, NY 10550

Such an emergency declaration is made for the purpose of facilitating immediate repair, remediation, and construction work necessary to protect public safety and municipal operations.

**Section 2. Description of Emergency Work.**

(a) **Parking Structure:** The ornamental, non-structural concrete assemblies affixed to the parking garage structure shall be removed. This includes bolted components on Division Two and handrail-cured-in-place assemblies on the top deck. Work will involve hoisting, detachment, disassembly, and off-site removal.

(b) **Fire Stations:** The vehicle launching platforms (aprons) at FDMV HQ, STA2, and STA3 shall be removed and replaced in kind with concrete of 10-inch thickness, 5000 psi mix, and reinforced with Type 5 epoxy-coated rebar, spaced at 8 inches on center.

**Section 3. Funding and Procurement.** All work authorized under this Ordinance shall be funded entirely through the Community Development Block Grant (CDBG) Program. Emergency procurement procedures shall be authorized and employed under applicable municipal and state regulations to expedite the necessary work without competitive bidding, as permitted by law.

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



CITY OF MOUNT VERNON, NEW YORK  
DEPARTMENT OF PUBLIC WORKS

SHAWYN PATTERSON-HOWARD  
Mayor

CITY HALL  
ONE ROOSEVELT SQUARE, MOUNT VERNON, NY 10550  
(914) 914-665-2343  
dpwconcerns@mountvernonny.gov

DAMANI L. BUSH  
Commissioner  
JOHN NUCULOVIC  
Deputy Commissioner

01 May 2025

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

RE: DECLARATION OF EMERGENCY – City Owned Property – (Parking Structure and Stationhouses of FDMV)

1. **PURPOSE.** As Deputy Commissioner of the Department of Public Works, I respectfully but urgently hereby request that an emergency be declared at the following City-Owned locations: (1) Parking Garage at 6 East Sidney Avenue, Mount Vernon, New York 10550; (2) FDMV HQ at 470 East Lincoln Avenue, Mount Vernon, New York 10552; (3) FDMV STA2 at 435 S Fulton Avenue, Mount Vernon, New York 10553; (4) FDMV STA3 at 50 West 3rd Street, Mount Vernon, New York 10550.

2. **DISCUSSION.** What we seek to address in this letter for immediate action is twofold: (1) the remediation of non-structural, ornamental, concrete assemblies that are affixed (by design) to the parking structure at Sydney by way of disassembly and removal; and (2) the vehicle launching pad (concrete aprons) at all three firehouses to be replaced in kind. We seek to remedy this with a declaration of emergency and the action of a city-wide concrete remedy plan.

3. **DESCRIPTION OF WORK.** The ornamental assemblies at the parking garage are affixed to the structure in two ways, by bolt assembly on division two, as well as on the top deck, cured in place via the handrail. These assemblies in their entity, require removal, hoist, drop, disassembly and removal from location. All three firehouses listed have vehicle launching platforms that are in a state of disrepair, requiring a replacement in kind with 10" 5000psi proper mix, with type 5 epoxy rebar at 8 inches on center.

4. **FUNDING.** The funding source for this project will be **Community Development Block Grant (CDBG)**, at no cost to our City.

Thank you for your attention to this immediate matter, as per usual. All the ongoing support from the City Council on important ventures such as these has never been unnoticed by this writer.

Respectfully Submitted,

John Nuculovic  
Deputy Commissioner of Public Works



# City of Mount Vernon, New York

## Staff Report

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

**File #:** TMP -1365

**Agenda Date:** 5/14/2025

**Agenda #:** 9.

### 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, New York

## Staff Report

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

**File #:** TMP -1375

**Agenda Date:** 5/14/2025

**Agenda #:** 10.

### City Council:

**AN ORDINANCE AUTHORIZING THE DEPARTMENT  
OF RECREATION TO CO-SPONSOR THE 2025 “4<sup>TH</sup>  
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				18	19	20		
	GAMES 8		GAME 9		GAME10 PLAYOFFS			
21				25	26	27		
	ALL STAR GAME				CHAMPIONSH IP GAME			
28								
30								



**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: 4<sup>th</sup> Street Basketball Classic

Please be advised that the Department of Public Works, City of Mount Vernon has no objections to the 4<sup>th</sup> 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 4<sup>th</sup> 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: 4<sup>th</sup> 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 "4<sup>th</sup> 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 4<sup>th</sup> 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 -1377

**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 Amendment of Ordinance No. 16, adopted by the City Council on April 23, 2025, entitled “AN ORDINANCE GRANTING PERMISSION TO THE MOUNT VERNON YOUTH BUREAU (MVYB) TO UTILIZE CITY HALL PLAZA ON WEDNESDAY, MAY 14, 2025, TO HOST THE YOUTH MENTAL WELLNESS FEST “VIBE CHECK” THROUGH THE READY4LIFE PROGRAM” -- on ([Wednesday, May 14], Tuesday, May 20, 2025 - (no rain date)), from 3:30 p.m. to 6:00 p.m. -- all costs associated with the event shall be funded through the Ready4Life budget under code A7335.458); be, and the same is hereby approved.

### City Council:

**AN ORDINANCE AUTHORIZING THE AMENDMENT  
OF ORDINANCE NO. 16, ADOPTED BY THE CITY  
COUNCIL ON APRIL 23, 2025, ENTITLED “AN  
ORDINANCE GRANTING PERMISSION TO THE  
MOUNT VERNON YOUTH BUREAU (MVYB) TO  
UTILIZE CITY HALL PLAZA ON WEDNESDAY,  
MAY 14, 2025, TO HOST THE YOUTH MENTAL  
WELLNESS FEST “VIBE CHECK” THROUGH THE  
READY4LIFE PROGRAM”**

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

Section 1. The first decretal paragraph, the third and fifth Whereas clauses and Section 1 of Ordinance No. 16, adopted by the City Council on April 23, 2025, entitled “AN ORDINANCE AUTHORIZING GRANTING PERMISSION TO THE MOUNT VERNON YOUTH BUREAU (MVYB) TO UTILIZE CITY HALL PLAZA ON WEDNESDAY, MAY 14, 2025, TO HOST THE YOUTH MENTAL WELLNESS FEST “VIBE CHECK” THROUGH THE READY4LIFE PROGRAM” is hereby amended as follows:

**Whereas**, in a letter dated [April 21, 2025, the Executive Director] May 9, 2025, the Deputy

Director of the Youth Bureau (MVYB) requested legislation for authorization legislation to amend Section 2 of Ordinance No. 16, adopted by the City Council on April 23, 2025, to use City Hall Plaza on [Wednesday, May 14] Tuesday, May 20, 2025 - (no rain date), between the hours of 3:30 p.m. and 6:00 p.m., to host the Youth Mental Wellness Fest, entitled *Vibe Check*, under the Ready4Life Program; and

**Whereas**, the Mount Vernon Youth Bureau, through its Ready4Life Program, has proposed hosting a community-focused Youth Mental Wellness Fest entitled *Vibe Check*; and

**Whereas**, the event is scheduled to take place on [Wednesday, May 14], Tuesday, May 20, 2025 - (no rain date), from 3:30 p.m. to 6:00 p.m., at City Hall Plaza, a central and accessible location for youth and families in the community; and

**Whereas**, May is recognized nationally as Mental Health Awareness Month, a time dedicated to promoting awareness, understanding, and support for mental health and well-being; and

**Whereas**, the MVYB seeks to create a safe, engaging, and educational environment for youth and parents, emphasizing the importance of mental wellness and connecting attendees to local resources and support systems; and

**Whereas**, the proposed event will feature interactive wellness activities such as kickboxing, paint therapy, journaling, yoga, reiki, game tables, and sound bath sessions, all aimed at promoting emotional expression, stress reduction, mindfulness, and community support; and

**Whereas**, the event will be held in partnership with various local organizations, including but not limited to the Mount Vernon Police Department Wellness Division, Planned Parenthood, Children's Village Sanctuary, Health First, Westchester Jewish Community Services, Montefiore, and the Westchester Health Center, and will include a licensed therapist booth to provide brief mental health consultations; and

**Whereas**, all costs associated with the event shall be funded through the Ready4Life budget under code A7335.458; **Now, Therefore, Be It Resolved That**

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

**Section 1. Authorization to Use Cit Hall.** The Youth Bureau is hereby granted permission to use City Hall Plaza on [Wednesday, May 14], Tuesday, May 20, 2025 - (no rain date), between the hours of 3:30 p.m. and 6:00 p.m., to host the Youth Mental Wellness Fest, entitled *Vibe Check*, under the Ready4Life Program.

**Section 2. Event Purpose and Objectives.** The purpose of the event is to promote mental health awareness and education among youth and parents through interactive and therapeutic activities, community engagement, and access to local wellness resources.

**Section 3. Partnerships and Participating Organizations.** The Mount Vernon Youth Bureau is authorized to collaborate with local and regional organizations providing wellness services and mental health support, including the Mount Vernon Police Department Wellness Division, Planned Parenthood, Children's Village Sanctuary, Health First, Westchester Jewish Community Services, Montefiore, Westchester Health Center, and any additional vetted partners.

**Section 4. Funding.** All expenses related to the event shall be charged to and accounted for under the Ready4Life Program Budget Code A7335.458.



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

New matter underlined

Deleted matter in brackets [ ]



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

SHAWYN PATTERSON-HOWARD  
*Mayor*

City Hall, One Roosevelt Square  
Mount Vernon, NY 10550  
(914) 665-2344 – Fax: (914) 665-1373  
cityofmountvernonyouthbureau@gmail.com  
HTTP://youthbureau.cmvny.com  
@mountvernonyb/ mvnyouthbureau

DEBBIE BURRELL-BUTLER, MBA  
*Executive Director*

DENA T. WILLIAMS, MPA  
*Deputy Director*

May 9, 2025

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

Dear Honorable Members:

This letter comes to respectfully request the City Council **amend Ordinance #16**, adopted April 23, 2025, changing the date of the event to **May 20, 2025, (no rain date)** for permission to use City Hall Plaza on from 3:30 PM – 6:00 PM, to host a Youth Mental Wellness Fest, entitled *Vibe Check*, via the Ready4Life Program.

May is *Mental Health Awareness Month*, the MVYB feels it necessary to host an event designed to provide a safe and engaging environment where youth and parents can be empowered to understand the importance of prioritizing their mental wellness. The event aims to: (1) promote mental health awareness, (2) encourage participation from youth and parents (3) connect youth and parents to resources available in the community through inviting community partners to be present and (4) foster a supportive community where youth feel safe, heard and understood.

Ready4Life will host various interactive activities including: (1) **kickboxing** (aimed to empower youth to release stress and boost confidence), (2) **paint therapy** (to encourage creative expression and emotional release), (3) a **journaling station** (to guide self-reflection and emotional well-being) (4) **game tables** (to engage youth in collaboration, team building, and relaxation), (5) **yoga** (to improve flexibility, focus and relaxation) (6) **reiki** (to promote relaxation and reduce stress), and (7) **sound bath** (to encourage mindfulness and emotional balance).

We have additionally partnered with several organizations to bring their resources including but not limited to MYPD Wellness Division, Planned Parenthood, Children Village Sanctuary, Health First, Westchester Jewish Community Services (WCJS), Montefiore, and Westchester Heath Center. The event will also have at least one licensed therapist booth, where youth and parents can have brief mental health consultations.

Funds are to be accounted for in the following budget code: **READY4LIFE: A7335.458**

Should you require any further information, please feel free to contact me at (914)665-2347 or via email at [Dburrell@mountvernnonny.gov](mailto:Dburrell@mountvernnonny.gov).

Warm regards,

*Dena T. Williams*

Dena T. Williams  
Deputy Director, MPA

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



Ready4Life



# Vibe Check

*A Mount Vernon Youth Bureau Mental Health Event*



**May Fourteenth**

**City Hall Plaza, 1 Roosevelt Sq 10550**

**3:30 - 6:00**

**INTERACTIVE ACTIVITIES    MINDFULNESS & RELAXATION STATION    RESOURCES    TRIVIA GAMES    POETRY OUT LOUD    GIVEAWAYS    SNACKS**

**63**

MountVernon





# 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 -1374

**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 Contingent Permanent Appointment of Fire Captain Robert D. Curtin to the Position of Deputy Fire Chief within the Mount Vernon Fire Department - ( funding for this contingent permanent appointment shall be allocated from Budget Code A3410.101. No additional appropriations shall be necessary at this time); be, and the same is hereby approved.

### **City Council:**

#### **AN ORDINANCE AUTHORIZING THE PROVISIONAL APPOINTMENT OF FIRE CAPTAIN ROBERT D. CURTIN TO THE POSITION OF PROVISIONAL DEPUTY FIRE CHIEF WITHIN THE MOUNT VERNON FIRE DEPARTMENT**

**Whereas**, in a letter dated April 14, 2025, the Fire Commissioner requested authorization for the provisional appointment of Fire Captain Robert D. Curtin to the position of Provisional Deputy Fire Chief within the Mount Vernon Fire Department, effective upon the adoption of this ordinance; and

**Whereas**, the City of Mount Vernon Fire Department is currently experiencing increased operational costs, particularly in the area of overtime expenditures within the senior command ranks; and

**Whereas**, the pending retirement of Deputy Fire Chief Aaron Marable in 2025 and the anticipated disability retirement of Deputy Fire Chief Edward Stevenson in the same year necessitate a strategic and timely plan for leadership continuity; and

**W**, Captain Robert D. Curtin is a thirty-year veteran of the Mount Vernon Fire Department, a lifelong resident of the City of Mount Vernon, an alumnus of Mount Vernon High School (Class of 1988), and the son of former Deputy Fire Chief Robert Curtin, a 32-year veteran of the department; and

**Whereas**, Captain Curtin possesses extensive experience and knowledge in fire department operations and is uniquely qualified to step into the provisional role of Deputy Fire Chief; and

**Whereas**, this provisional appointment will not only ensure operational continuity but also

significantly reduce overtime expenditures by strengthening command coverage; and

**Whereas**, sufficient funding for this provisional appointment is available in Budget Code A3410.101; and

**Whereas**, the City Council finds it to be in the best interest of the City to establish this provisional appointment to enhance departmental efficiency and to provide continuity of leadership during this transitional period; **Now, Therefore, Be It Resolved That**

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

**Section 1. Appointment.** The City Council hereby authorizes the provisional appointment of Fire Captain Robert D. Curtin to the position of Provisional Deputy Fire Chief within the Mount Vernon Fire Department, effective upon the adoption of this ordinance.

**Section 2. Duties and Responsibilities.** Captain Curtin, while serving in the role of Provisional Deputy Fire Chief, shall be tasked with:

- Reducing overtime costs within the Deputy Fire Chief rank.
- Assisting the Chief of Operations in the administration, planning, coordination, and supervision of Fire Department operations and personnel.
- Ensuring leadership continuity and supporting operational efficiency across all divisions.

**Section 3. Term of Appointment.** This provisional appointment shall remain in effect until a permanent appointment is made in accordance with Civil Service requirements or until otherwise terminated by the Mayor or designee, subject to applicable laws and regulations.

**Section 4. Budget and Funding.** The funding for this provisional appointment shall be allocated from Budget Code A3410.101. No additional appropriations shall be necessary at this time.

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



**CITY OF MOUNT VERNON, N.Y.**  
**FIRE DEPARTMENT**

**SHAWYN PATTERSON-HOWARD**  
*Mayor*

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

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

Honorable Mayor Shawyn Patterson Howard  
Office of the Mayor  
1 Roosevelt Square  
Mount Vernon, New York 10550

April 14, 2025

Re: Provisional Deputy Fire Chief

Dear Mayor Patterson-Howard:

I respectfully request the appointment of Fire Captain Robert D. Curtin to the position of Provisional Deputy Fire Chief.

This appointment would greatly reduce the overtime cost that the department is presently confronting.

Deputy Fire Chief Aaron Marable has expressed his desire to retire in 2025 and the imminent retirement of Deputy Fire Chief Edward Stevenson disability retirement in 2025.

Captain Curtin is a thirty-year veteran of this department and a lifelong resident of the City of Mount Vernon. Captain Curtin attended Mount Vernon Public Schools and graduated the Mount Vernon High School in 1988. He is also the son of former Deputy Fire Chief Robert Curtin an 32-year veteran in this department.

Captain Cutin while serving in this role, primary task will be reducing the overtime in the rank of Deputy Fire Chief. His other duties include assisting the Chief of Operations in the overall administration, planning, and coordination of the Fire Department operations and personnel. This provisional appointment ensures leadership continuity and operational efficiency.

The creation of this provisional role is a proactive step in operational effectiveness within the Fire Department. Funding for this position is available in budget code A3410.101.

Respectfully submitted:

Kevin B. Holt  
Fire Commissioner

*"The Jewel of Westchester"*



# 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 #: 13.

### 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.

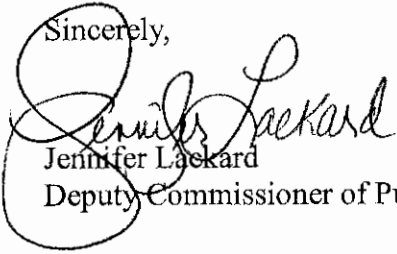
STRIVE is modeled after the State's Gun Involved Violence Elimination (GIVE) initiative, also administered by DCJS, which requires partners in select counties to develop a comprehensive plan using one or more evidence-based strategies to reduce shootings and save lives. Plans developed by counties participating 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

[Home \(/\)](#) > [Press Releases \(/home/all-press-releases\)](#) >

## 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  
CITY HALL, MOUNT  
VERNON, NEW YORK  
10550  
& VIA  
FACEBOOK.  
COM/MOUNTVERNONNY

**File #:** TMP -1376

**Agenda Date:** 5/14/2025

**Agenda #:** 14.

City Council:

AN ORDINANCE AUTHORIZING THE AMENDMENT OF  
ORDINANCE NO. 16, ADOPTED BY THE CITY COUNCIL  
ON NOVEMBER 13, 2024, ENTITLED “AN ORDINANCE  
AUTHORIZING THE MAYOR TO EXECUTE AN  
APPLICATION FOR A CORRECTION FOR THE TAX  
YEARS 2023 AND 2024 FOR CITY, COUNTY, AND SCHOOL  
TAX BILLS AND DIRECTING THE COMPTROLLER TO  
ISSUE A REFUND/CREDIT TO METRO GREEN REALTY  
OF WESTCHESTER, LLC / O OAK STREET - (BLOCK  
164.68-1055-19) DUE TO A CORRECTION OF ERROR)

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

Section 1. The first decretal paragraph, and Section 2 of Ordinance No. 16, adopted by the City Council on November 16, 2024, entitled “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A CORRECTION FOR THE TAX YEARS 2023 AND 2024 FOR CITY, COUNTY, AND SCHOOL TAX BILLS AND DIRECTING THE COMPTROLLER TO ISSUE A REFUND/CREDIT TO METRO GREEN REALTY OF WESTCHESTER, LLC / O OAK STREET - (BLOCK 164.68-1055-19) DUE TO A CORRECTION OF ERROR)” is hereby amended as follows:

**Whereas**, by letter dated [October 8, 2024] May 9, 2025, the Commissioner of the Department of Assessment has requested legislation to amend Section 2 of Ordinance No. 16, adopted by the City Council on November 13, 2024, advised the City Council that due to a Correction in Error, Metro Green Realty of Westchester, LLC, 0 Oak Street, Mount Vernon, NY 10550 for City, County, and School Tax Assessment for Block - 164.68-1055-19 on the Assessment Rolls for the following years warrants a correction and refund in the following amounts because there was an error in the essential facts and incorrectly assessed valuation, due to the parcel being within two (2) municipalities and the percentage in Mount Vernon was miscalculated on the 2023 final assessment roll for the 2024 tax year, which now warrants a correction in the following amounts for the tax year 2024: \$7,518.90 (City tax), \$2,880.45 (County tax) and \$14,350.50 (School tax); and

**Whereas**, this refund/credit is due to Metro Green Realty of Westchester, LLC because there was an error in the essential facts and an incorrectly assessed valuation due to the parcel being within two (2) municipalities and the percentage in Mount Vernon was miscalculated on the 2023 final assessment roll for the 2024 tax year; **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 Application for Correction.** The Mayor is hereby authorized to execute an application for correction to the 2023 Assessment Roll for the City, County, and School Tax Roll for Block - 164.68-1055-19 on the Tax Assessment Map, parcel being owned by Metro Green Realty of Westchester, LLC, 0 Oak Street, Mount Vernon, NY 10550 to indicate the correction herein.

Section 2. **Authorization to Issue Refund/Credit.** The Comptroller is hereby authorized and directed to issue a refund/credit to be satisfied in Budged Code A1964-492 in the total amount of \$7,518.90 (City tax) [\$24,749.85 (City, County, and School Tax)] to Metro Green Realty of Westchester, LLC, 0 Oak Street, Mount Vernon, NY 10550, Block - 164.68-1055-19, which shall correct the City, County, and School tax bills for the 2024 Tax Years. The County and School Districts are responsible for issuing their respective refunds to Metro Green Realty of Westchester, LLC.

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

New matter underlined

Deleted matter in brackets [ ]





# CITY OF MOUNT VERNON, N.Y.

DEPARTMENT of ASSESSMENT

**SHAWYN PATTERSON-HOWARD**  
Mayor

City Hall, One Roosevelt Square  
Mount Vernon, NY. 10550  
(914) 665-2328 – Fax: (914) 665-3522

**Stephanie Vanderpool**  
Commissioner

**Cranson D. Johnson**  
Deputy Commissioner

May 9, 2025

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

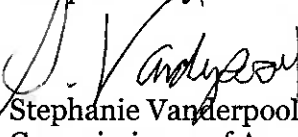
**Re: *Amendment to Section 2 of Ordinance No. 16 adopted November 13, 2024 as follows***

Dear honorable City Council Members:

I am requesting to amend Section 2 of Ordinance No. 16 adopted November 13, 2024 as follows: The Comptroller is hereby authorized and directed to issue a refund/credit to be satisfied bn Budget Code A1964-492 in the amount of \$7,518.90 (City tax) [\$24,749.85].

If this meets the approval of your Honorable Body, would you kindly have the necessary legislation enacted.

Respectfully submitted,

  
Stephanie Vanderpool  
Commissioner of Assessment  
City Hall- One Roosevelt Square  
Mount Vernon, Ny 10550  
Email [SVanderpool@mountvernonny.gov](mailto:SVanderpool@mountvernonny.gov)

CC: Mayor office  
Corporation Counsel  
Comptroller's Office  
Office file

ICT 23 2024

12

NOT  
ADOPTED

NOV 13 2024

16

AN ORDINANCE AUTHORIZING THE MAYOR TO  
EXECUTE AN APPLICATION FOR A CORRECTION  
FOR THE TAX YEARS 2023 AND 2024 FOR CITY,  
COUNTY AND SCHOOL TAX BILLS AND DIRECTING  
THE COMPTROLLER TO ISSUE A REFUND/CREDIT  
TO METRO GREEN REALTY OF WESTCHESTER,  
LLC / O OAK STREET - (BLOCK 164.68-1055-19)  
DUE TO A CORRECTION OF ERROR)

Whereas, by letter dated October 8, 2024, the Commissioner of the Department of Assessment advised the City Council that due to a Correction in Error, Metro Green Realty of Westchester, LLC, 0 Oak Street, Mount Vernon, NY 10550 for City, County, and School Tax Assessment for Block - 164.68-1055-19 on the Assessment Rolls for the following years warrants a correction and refund in the following amounts because there was an error in the essential facts and incorrectly assessed valuation, due to the parcel being within two (2) municipalities and the percentage in Mount Vernon was miscalculated on the 2023 final assessment roll for the 2024 tax year, which now warrants a correction in the following amounts for the tax year 2024: \$7,518.90 (City tax), \$2,880.45 (County tax) and \$14,350.50 (School tax); and

Whereas, this refund/credit is due to Metro Green Realty of Westchester, LLC because there was an error in the essential facts and an incorrectly assessed valuation due to the parcel being within two (2) municipalities and the percentage in Mount Vernon was miscalculated on the 2023 final assessment roll for the 2024 tax year; 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 Application for Correction.** The Mayor is hereby authorized to execute an application for correction to the 2023 Assessment Roll for the City, County, and School Tax Roll for Block - 164.68-1055-19 on the Tax Assessment Map, parcel being owned by Metro Green Realty of Westchester, LLC, 0 Oak Street, Mount Vernon, NY 10550 to indicate the correction herein.

Section 2. **Authorization to Issue Refund/Credit.** The Comptroller is hereby authorized and directed to issue a refund/credit to be satisfied in Budget Code A1964-492 in the total amount of \$24,749.85 (City, County, and School Tax) to Metro Green Realty of Westchester, LLC, 0 Oak Street, Mount Vernon, NY 10550, Block - 164.68-1055-19, which shall correct the City, County, and School tax bills for the 2024 Tax Years.

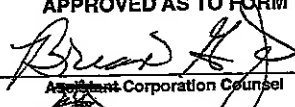
Section 3. This ordinance shall take effect upon its approval by the Board of Estimate & Contract.

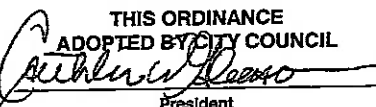
Vote Taken As Follows: 11/13/2024

Boxhill: Yea Brown: Yea  
Poteat: Yea Thompson: Yea  
Gleason: Abstain Ordinance Adopted


Vote Taken As Follows: 10/23/2024

Boxhill: Yea Brown: Yea  
Poteat: Yea Thompson: Absent  
Gleason: Abstain Ordinance Not Adopted

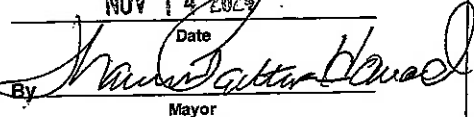
APPROVED AS TO FORM  
  
Assistant Corporation Counsel

THIS ORDINANCE  
ADOPTED BY CITY COUNCIL  
  
President

  
Councilperson

ATTEST:  
  
Deputy City Clerk

APPROVED  
\_\_\_\_\_  
Date

APPROVED  
NOV 14 2024  
\_\_\_\_\_  
Date  
By   
Mayor

16



# 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 -1345

**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 the Extension and Modification of the Tax Interest Amnesty Program for Qualified Owner-Occupied Residential Properties in the City of Mount Vernon (shall take effect immediately upon adoption and shall remain in effect through June 13, 2025, unless extended or amended by subsequent ordinance); be, and the same is hereby approved.

### **City Council:**

#### **AN ORDINANCE AUTHORIZING THE EXTENSION AND MODIFICATION OF THE TAX INTEREST AMNESTY PROGRAM FOR QUALIFIED OWNER-OCCUPIED RESIDENTIAL PROPERTIES IN THE CITY OF MOUNT VERNON**

**Whereas**, in a letter dated April 21, 2025, the Comptroller requested authorization to extend and modify the tax interest amnesty program for qualified owner-occupied residential properties in the City of Mount Vernon to provide qualified property owners a final opportunity to settle certain delinquent real property taxes by paying the principal balance in full with a 100% waiver of accrued interest, thereby promoting compliance, reducing the burden on the City's enforcement resources, and delivering fiscal relief to both taxpayers and the City; and

**Whereas**, the City of Mount Vernon previously implemented a Tax Interest Amnesty Program in 2023, which was extended into 2024, to assist property owners in resolving delinquent tax balances by waiving interest on certain past-due real property taxes; and

**Whereas**, the City acknowledges the ongoing financial difficulties faced by many homeowners and recognizes that interest and penalties on past-due taxes remain a significant barrier to compliance; and

**Whereas**, the City of Mount Vernon has now paid the majority of the outstanding school taxes from the years 2017 through 2019 to the Mount Vernon City School District (MVCSD), thereby removing a major impediment that had previously limited the effectiveness of the original Tax Amnesty Program; and

**Whereas**, the City finds that renewing and modifying the Tax Interest Amnesty Program will

encourage property owners to bring their accounts current, reduce the City's lien enforcement and foreclosure burden, and provide immediate fiscal benefits through increased revenue collection; and

**Whereas**, the City Council deems it in the best interests of the residents and the fiscal health of the City to provide a final opportunity for eligible property owners to settle qualifying delinquent taxes with 100% interest abatement; **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 Tax Interest Amnesty Program Ordinance."

**Section 2. Purpose.** The purpose of this Ordinance is to provide qualified property owners a final opportunity to settle certain delinquent real property taxes by paying the principal balance in full with a 100% waiver of accrued interest, thereby promoting compliance, reducing the burden on the City's enforcement resources, and delivering fiscal relief to both taxpayers and the City.

**Section 3. Definitions.**

For the purposes of this Ordinance, the following definitions shall apply:

- **Qualified Property** means an owner-occupied one-, two-, or three-family residential property located within the City of Mount Vernon.
- **Qualified Taxpayer** means an individual or entity who owns and resides in a Qualified Property and meets the eligibility requirements outlined in Section 5.
- **Delinquent Taxes** means unpaid real property taxes that have gone to lien and are owed to the City of Mount Vernon, Westchester County, or Mount Vernon City School District for tax years specified in Section 4.

**Section 4. Program Scope and Terms.** The 2025 Tax Interest Amnesty Program shall apply as follows:

Delinquent City and County taxes owed for tax years prior to 2023 are eligible for settlement.

Delinquent School taxes owed for tax years prior to 2020 are eligible for settlement.

The City shall waive 100% of interest and penalties accrued on these taxes after they went to lien, upon full payment of the eligible principal balance by a Qualified Taxpayer.

**Section 5. Eligibility Requirements.**

To participate in the Tax Interest Amnesty Program, a taxpayer must:

1. Own and reside in a Qualified Property;
2. Be current on all City and County real property taxes for tax years 2023 through 2025;
3. Be current on all School taxes for tax years 2020 through 2024;
4. Apply for the program and submit all required documentation as prescribed by the City's Department of Finance;
5. Pay in full the eligible principal tax balance no later than the close of business on

June 13, 2025.

**Section 6. Administration.**

The Department of Finance shall be responsible for administering the Tax Interest Amnesty Program, including:

- Developing procedures and forms for taxpayer applications;
- Verifying eligibility;
- Calculating eligible principal amounts and applicable waivers;
- Accepting and processing payments;
- Reporting program outcomes to the City Council within 90 days after the program concludes.

**Section 7. 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

April 21, 2025

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

**RE: COMP2025-07 – Recommendation to Extend the Tax Interest Amnesty Program**

Dear Honorable Members of the Mount Vernon City Council,

Previously, I submitted the List of Delinquent Taxes to your Honorable Body for approval to commence the In Rem and Tax Lien processes. In preparation for these proceedings—and considering the magnitude of delinquent property taxes—it has become evident that many property owners are facing significant financial hardship in meeting their tax obligations.

As a final effort to support these property owners and to avoid foreclosure or tax lien sale, in addition to the **installment payment plan**, I am proposing **renewed tax interest amnesty program**.

The installation payment option, which will benefit approximately 200 parcel owners who have already made the request, is contingent upon your approval of the proposed terms and conditions, submitted separately for your review.

The renewed 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. Therefore, I am recommending that we offer a final opportunity for interest and penalties amnesty on delinquent taxes. It is my hope that this initiative will encourage many property owners to bring their accounts current and avoid the consequences of lien enforcement and foreclosure, anticipated to commence in late June 2024.

As you are aware, the City Council initially passed a Tax Amnesty Program in 2023, which was later extended into 2024. 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, its effectiveness was limited due to the City's obligation to cover unpaid school district taxes from 2017–2019. As such, property owners were required to pay those years in full, which proved to be a significant barrier for many.

Now that the City has paid the majority of the 2017–2019 outstanding school taxes to the Mount Vernon City School District (MVCSD), I propose we offer a **modified Tax Amnesty Program** that better reflects the current financial landscape and provides a more accessible path for property owners to achieve compliance.

**Pg. 2 - COMP2025-07 – Recommendation to Extend the Tax Interest Amnesty Program**

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 **100% 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 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, owner-occupied residential properties (one-, two-, and three-family homes). This extended program would allow eligible property owners to settle outstanding City, County, and School real property tax liens by paying the principal balance in full. 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,



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 -1372

**Agenda Date:** 5/14/2025

**Agenda #:** 16.

### 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 -1371

**Agenda Date:** 5/14/2025

**Agenda #:** 17.

**City Council:**

### **SECOND AMENDMENT TO LAND DISPOSITION AGREEMENT**

This Second Amendment to Land Disposition Agreement, which amendment is dated May \_\_, 2025 (“Second Amendment”), amends that certain Land Disposition Agreement, dated July 2, 2021, as amended (“Agreement”), by and between the **CITY OF MOUNT VERNON**, a New York municipal corporation with offices at City Hall, 1 Roosevelt Square N, Mount Vernon, New York, 10550 (“City”), and **20 S. 2<sup>ND</sup> SQUARE CMV, LLC**, a New York limited liability company with an office at 21 Lorraine Terrace, #141, Mount Vernon, New York 10553 (“Purchaser,” together with the City, the “Parties”).

### **RECITALS:**

WHEREAS, the Parties previously entered into the Agreement, as amended by that certain First Amendment to Land Disposition Agreement, dated July 12, 2023; and

WHEREAS, the Parties are desirous of further amending the Agreement to extend the time by which the Conditions Precedent are required to be satisfied or waived pursuant to Article V of the Agreement; and

WHEREAS, the Parties agree that an extension of the Agreement is necessary and desirable to facilitate the Project that is the subject of the Agreement.

NOW, THEREFORE, the City and Purchaser agree, as follows:

I. Defined Terms. Unless stated specifically herein to the contrary, all undefined capitalized words in this Second Amendment shall have the meanings provided in the Agreement.

II. Amendment to the Agreement.

1. The last sentence of Section 5.1(f) shall be amended so that it shall begin with the words: “In the event that these Conditions Precedent set forth above are not satisfied or waived by the date which is sixty (60) months from the date of this Agreement . . .”

II. Miscellaneous.

1. Except as modified by this Second Amendment, there are no other amendments or modifications to the Agreement, and all unchanged terms and conditions set forth in the Agreement are in full force and effect and shall continue to be binding upon the Parties.

2. This Second Amendment may be executed in counterparts, and an emailed copy of this Second Amendment, as executed, and electronic signatures shall have the same force and effect as the original.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows ]**

IN WITNESS WHEREOF, the City and the Purchaser have executed this Second Amendment as of the date first above written.

CITY OF MOUNT VERNON

By:

Name: Hon. Shawyn Patterson-Howard

Title: Mayor

PURCHASER, 20 S 2<sup>nd</sup> SQUARE CMV, LLC

By:

Name: Diana Kaye Williams

Title: Manager, CEO, and President

APPROVED AS TO FORM:

By:

Name: Brian Johnson

Title: Corporation Counsel

STATE OF NEW YORK )

COUNTY OF WESTCHESTER ) ss.:

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

Notary Public

STATE OF NEW YORK )

COUNTY OF WESTCHESTER ) ss.:

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

Notary Public



# 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 -1385

**Agenda Date:** 5/14/2025

**Agenda #:** 18.

### City Council:

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, NEW YORK HONORING MS. VERNONICA GILL ON THE OCCASION OF HER 100<sup>TH</sup> BIRTHDAY**

**Whereas**, the City of Mount Vernon, New York, proudly comes together to celebrate the remarkable life and legacy of Ms. Veronica Gill, who reaches the extraordinary milestone of her 100th birthday on May 12, 2025; and

**Whereas**, **MS. VERNONICA GILL** was born on May 12, 1925, in Georgetown, Guyana, where she was lovingly raised and began a lifelong journey marked by service, kindness, and dedication to her family and community. In 1969, she immigrated to the United States, where she devoted over 20 years to caring for children as a daycare provider, leaving a lasting, positive impact on countless families through her warmth and unwavering support; and

**Whereas**, in 2016, Ms. Gill chose Mount Vernon as her home, enriching our city with her gentle spirit, generous heart, and joyful presence. A woman of deep faith, she finds peace and inspiration in reading the Bible, enjoys walking through the neighborhood, takes pride in preparing traditional Guyanese dishes, and delights in music and entertainment, especially the works of Michael Jackson and the television series Walker, Texas Ranger; and

**Whereas** affectionately known among her peers for her kindness and generosity, Ms. Gill brings joy to her fellow seniors through thoughtful gestures, often walking to 4th Avenue to personally select and share small gifts such as bananas, gum, and ginger drops. She is cherished by her family, admired by her neighbors, and beloved by all who know her. Her life stands as a powerful testament to compassion, resilience, and selfless care for others; **Now, Therefore, be it**

**Resolved**, be it on this 12th day of May 2025, the Mount Vernon City Council, on behalf of the citizens of Mount Vernon, New York, proudly honors Ms. Veronica Gill, an extraordinary centenarian, whose life of service, faith, and love continues to inspire our community and exemplify the very best of humanity.



**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MOUNT VERNON, NEW YORK  
HONORING MS. VERNONICA GILL  
ON THE OCCASION OF HER 100<sup>TH</sup> BIRTHDAY**

- Whereas,** the City of Mount Vernon, New York, proudly comes together to celebrate the remarkable life and legacy of Ms. Veronica Gill, who reaches the extraordinary milestone of her 100th birthday on May 12, 2025; and
- Whereas,** **MS. VERONICA GILL** was born on May 12, 1925, in Georgetown, Guyana, where she was lovingly raised and began a lifelong journey marked by service, kindness, and dedication to her family and community. In 1969, she immigrated to the United States, where she devoted over 20 years to caring for children as a daycare provider, leaving a lasting, positive impact on countless families through her warmth and unwavering support; and
- Whereas,** in 2016, Ms. Gill chose Mount Vernon as her home, enriching our city with her gentle spirit, generous heart, and joyful presence. A woman of deep faith, she finds peace and inspiration in reading the Bible, enjoys walking through the neighborhood, takes pride in preparing traditional Guyanese dishes, and delights in music and entertainment, especially the works of Michael Jackson and the television series Walker, Texas Ranger; and
- Whereas** affectionately known among her peers for her kindness and generosity, Ms. Gill brings joy to her fellow seniors through thoughtful gestures, often walking to 4th Avenue to personally select and share small gifts such as bananas, gum, and ginger drops. She is cherished by her family, admired by her neighbors, and beloved by all who know her. Her life stands as a powerful testament to compassion, resilience, and selfless care for others; **Now, Therefore, be it**
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# 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 -1388

**Agenda Date:** 5/14/2025

**Agenda #:** 19.

### City Council:

### **AN ORDINANCE AUTHORIZING A CITY PERMIT FOR THE PORTUGUESE AMERICAN CLUB'S ANNUAL ST. ANTONIO FEAST / PORTUGAL DAY BLOCK PARTY ON JUNE 8, 2025**

**Whereas**, by letter dated April 30, 2025, the Portuguese American Club of Mount Vernon has requested authorization for the Portuguese American Club of Mount Vernon to conduct its Annual St. Antonio Feast / Portugal Day Block Party on Sunday, June 8, 2025, from 10:00 a.m. to 10:00 p.m., including time for setup and cleanup; and

**Whereas**, the Portuguese American Club of Mount Vernon has submitted a formal request to the City Council for authorization to host its annual celebration honoring St. Antonio and Portugal Day; and

**Whereas**, this cultural event serves to promote and preserve Portuguese traditions and is open to the wider Mount Vernon community, fostering diversity and community engagement; and

**Whereas**, the Portuguese American Club has hosted this annual celebration for over 30 years without issue, and has submitted all required applications, insurance documents, neighbor consents, and agreements; and

**Whereas**, the Mount Vernon Fire Department has reviewed the event setup, including tent placement and fire safety measures, and has raised no objections; and

**Whereas**, the Mount Vernon Department of Public Works has confirmed support for the event, including agreement to post "No Parking" signs 72 hours in advance and to place appropriate street closure banners; and

**Whereas**, the Police Department has reviewed the event and recommended approval with provisions for oversight by the sector car, patrol supervisor, and additional officers if needed, at the organizer's expense; **Now, Therefore, Be It Resolved That**

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

**Section 1. Event Authorization.** The City of Mount Vernon hereby authorizes the Portuguese American Club of Mount Vernon to conduct its Annual St. Antonio Feast / Portugal Day Block Party on Sunday, June 8, 2025, from 10:00 a.m. to 10:00 p.m., including time for setup and cleanup.

**Section 2. Street Closures.** The following streets are authorized to be closed to vehicular traffic during the event period:

- Portugal Place between Elm Avenue and East Prospect Avenue
- 3rd Avenue between 1st Street and 2nd Street

Appropriate signage and barricades shall be placed by the Department of Public Works to indicate the closure.

### **Section 3. Public Works and Safety Support.**

The Department of Public Works shall:

- Post “No Parking” signs 72 hours before the event.
- Place appropriate street closure banners at designated intersections.

The Mount Vernon Police Department shall:

- Provide special attention via the sector car and patrol supervisor.
- Authorize the hiring of additional officers on an overtime basis if needed, at the expense of the event organizer.

The Mount Vernon Fire Department shall oversee compliance with fire safety regulations and confirm that no open flames will be under the tent structure. The City of Mount Vernon Fire Department requests a site visit at least three (3) hours before the event opening. The purpose of this inspection is to inspect all of the fire extinguishers, electrical connections, egress paths, and any trip hazards that may be present. Also, a site plan (drawing) one week before the event opening. As per NYS 2020 Fire Code Section 403.12.3.I, not fewer than two trained crowd managers and not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the gathering. An inspection and permit are necessary for any **open flames or warming units before the event**. A 5lb ABC inspected fire extinguisher shall be required at all vendors stands and tents. In the case of gasoline, kerosene or diesel generator(s), an inspection and permit is necessary before the event. In the case of additional Emergency Ambulance services, notice in advance of 96 hours is required.

**Section 4. Liability and Insurance.** The Portuguese American Club has submitted a valid Certificate of Insurance naming the City of Mount Vernon as an additional insured. The Club assumes responsibility for ensuring all event activities comply with applicable safety and city codes.

**Section 5. Event Cleanup.** The Portuguese American Club shall ensure that the event area is cleaned before and after the event and that no debris or waste is left in the public right-of-way.

**Section 6. Rain Date.** In the event of inclement weather, the authorized rain date for the event is Sunday, June 15, 2025, during the same hours and under the same conditions outlined herein.

**Section 7. Invitation to City Officials.** The Portuguese American Club extends a formal invitation to all members of the City Council, City Hall Departments, and their families to attend the event as honored guests.

**Section 8. Effective Date.** This Ordinance shall take effect upon the filing of the above-described documents in the office of the City Clerk of Mount Vernon.

**PORTUGUESE AMERICAN CLUB  
130 East Prospect Ave  
Mt. Vernon, NY 10550  
T: (914) 664-8346**

**E: [pacmountvernon@gmail.com](mailto:pacmountvernon@gmail.com)**

4/30/2025

City of Mt Vernon, NY  
City Clerk Office  
Attn: K. Thompson  
Attn: City Council of Mt Vernon  
Mt Vernon, NY 10550

**Re: City Permit for Annual Special Event / Block Party for 6/8/2025**

Dear City Council of Mt Vernon;

The Portuguese American Club of Mt Vernon hereby respectfully request permission to hold the following events on Portugal Place;

- Annual St Antonio (Anthony) Feast on Sunday, June 8, 2025 from 10am to 10pm  
(time to set up and clean up afterwards)

As requested, attached please find our applications with the required documents & payments;

- Completed permit application
- Certificate of Insurance
- Signed Consent form from neighbors
- R & I Agreement

Please note that I personally met w the Mt Vernon Fire Captain at the Lincoln Ave firehouse, and showed him the tent that were are asking to put up as it will only be used to protect all the volunteers and products from the sun/rain. He stated this will not be an issue as No grills or burners will be under the tent. The Fire Captain was advised that we will be using bbq grills (charcoal) many, many feet away from the tent. Safety measures will be in place thru out the event location.

As always, we hereby invite all the members and their spouses/families of all the City Hall Departments to be with us at our annual events as our guests.

Thank you very much for your prompt attention to our requests.

Yours truly,

Portuguese American Club of Mt Vernon

Elizabeth Ferreira

---

Elizabeth Ferreira  
President 2025

Special Event Application

SEB-25-2

Submitted On: May 6, 2025

Applicant

 Elizabeth Ferreira

@ pacmountvernon@gmail.com

Primary Location

130 PROSPECT AV ,E  
Mount Vernon, NY 10550

Applicant Information

Is the applicant an individual or an organization?

Business / Organization

Applying Organization / Business Name

Portuguese American Club

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

130 East Prospect Ave, Mt Vernon, NY 10550

Applicant's Daytime Phone Number

Organization/Business Main Contact Person

Elizabeth Ferreira

Event Information

Event Name

St Antonio Feast\_Portugal Day

Event Sponsor

Portuguese American Club

Event Date

06/08/2025

Rain Date

06/15/2025

Event Location

Portugal Place (between Elm Ave & E Prospect Ave)

Start Time (e.g. 10 AM)

11:00 am

End Time (e.g. 7 PM)

8:00 pm

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

Portugal Place (between Elm Ave & E Prospect Ave)

Event Information

Event details.

Celebration of Portuguese tradition/cultural in honor of St Antonio & Portugl Day for the Portuguese American community & for the local community in whole as well.

Special Accommodations (Check all necessary for your event)

Parking Control

true

Sound Amplification Equipment

--

Use of Open Flame

true

Stage, Tent, or Canopy

true

Please give us the size/dimensions of the tent or canopy.

10x15

Will you be having any vendors at your event?

NO

**Are you requesting to use Private Security?**

NO

---

## **Additional Notes/Requests**

### **Additional Information**

We have continued this tradition block event for the past 30+yrs with no issues. As always, we will clean up the whole area before and after the event. thank you

---

## **Applicant Acknowledgement**

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

true



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

EVENT NAME & DATE: St Antonio Feast/Portuguese Day  
EVENT SPONSOR: Portuguese American Club

#### REIMBURSEMENT AND INDEMNIFICATION AGREEMENT

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

#### ADDITIONAL GUIDELINES

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

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

<b>Print Name:</b>	<u>Elizabeth Ferreira</u>
<b>Authorized Officer Title (if applicable):</b>	<u>President</u>
<b>Signature:</b>	

State of New York ss.:  
County of Westchester

On the 30 day of APRIL in the year 2025 before me, the undersigned, personally appeared ELIZABETH FERREIRA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Subscribed and sworn/affirmed before me this) 30 day of APRIL, 20 25  
Print Name: Velma Saunders  
Signature:   
Qualified in Westchester County Commission Expires: 07/20/2027

effective: April 1, 2025

**VELMA SAUNDERS**  
Notary Public, State of New York  
REGISTRATION NO. 01SA0011512  
QUALIFIED IN WESTCHESTER COUNTY  
COMMISSION EXPIRES JULY 20, 2027





# 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 #:** 20.

### 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](http://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:

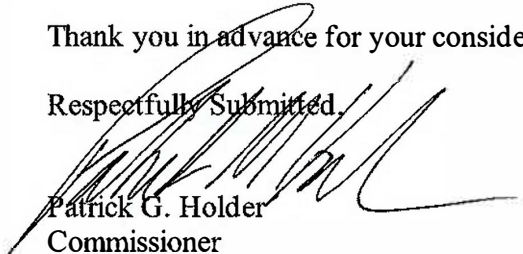
As previously detailed to this council in our matrix presentations, this time of year the building department is inundated with applications for permits and find it difficult to keep up with this push for constituents to file applications in order to be prepared for construction in the spring and summer 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