



**Honorable Mayor and City Council Agenda  
1st Floor Council Conference Room, City Hall  
City of New Rochelle  
Committee of the Whole  
Tuesday, December 2, 2025  
3:45 PM**

**Call to Order**

**Presentation(s)**

**Agenda Review**

**Commendation(s)**

**7:00 P.M.: Public Hearing(s) This Evening**

1. PROPOSED 2026 CITY OF NEW ROCHELLE BUDGET - Ordinance adopting, as amended, the year 2026 City of New Rochelle Budget and appropriating amounts therein (Public Hearing: 12/2/2025; Adoption 12/9/2025)

**Department of Buildings**

2. PROPOSED LEAD AGENCY STATUS RE: PROPOSED RESOLUTION AMENDING CONDITION NO. 4 OF CITY COUNCIL RESOLUTION 129-2010 (SPECIAL PERMIT FOR HUDSON COUNTRY MONTESSORI SCHOOL) - Resolution declaring Lead Agency Status relative to amending Condition No. 4 of Resolution No. 129-2010 regarding the Special Permit for Hudson Country Montessori School, pursuant to Article XII Section 331-87 of the New Rochelle Zoning Code.
3. PROPOSED RESOLUTION AMENDING CONDITION NO. 4 OF CITY COUNCIL RESOLUTION 129-2010 RE: SPECIAL PERMIT FOR HUDSON COUNTRY MONTESSORI SCHOOL. - Resolution amending Condition No. 4 of Resolution No. 129-2010 regarding the Special Permit for Hudson Country Montessori School, pursuant to Article XII Section 331-87 of the New Rochelle Zoning Code. (Intro. 12/02/2025; Public Hearing 01/13/2026)
4. PROPOSED PUBLIC HEARING RE: RESOLUTION AMENDING CONDITION NO. 4 OF CITY COUNCIL RESOLUTION 129-2010 (SPECIAL PERMIT FOR HUDSON COUNTRY MONTESSORI SCHOOL) - Resolution scheduling a Public Hearing relative to amending Condition No. 4 of Resolution No. 129-2010 regarding the Special Permit for Hudson Country Montessori School, pursuant to Article XII Section 331-87 of the New Rochelle Zoning Code.

**Law Department**

**Department of Finance**

5. PROPOSED AMENDMENT TO CODE OF THE CITY OF NEW ROCHELLE RE: SECTION 133-1, ENUMERATION OF FEES, OF CHAPTER 133, FEES - Ordinance amending Section 133-1, Enumeration of Fees, of Chapter 133, Fees, of the Code of the City of New Rochelle.
6. OMNIBUS AUTHORITY — Resolution giving the City Manager Omnibus Authority relative to certain contracts and to apply for certain Federal, State and County grants.

**Department of Public Works**

**Department of Parks and Recreation**

**Police Department**

7. PROPOSED ACCEPTANCE OF GRANT AWARD RE: WESTCHESTER COUNTY STOP-DWI PROJECT 2026-2030 - Ordinance accepting the Westchester County Stop-DWI Project 2026-2030 grant in the amount of \$8,400 per year to support overtime patrols directed at combating DWI crimes.

**Fire Department**

**Department of Human Resources**

**City Manager**

8. PROPOSED AMENDMENT TO THE 2025 BUDGET (OPERATING/CAPITAL) - Ordinance amending Ordinance No. 212 of 2024, the Budget of the City of New Rochelle for 2025.

**Department of Development**

9. PROPOSED AUTHORIZATION TO SUBMIT APPLICATION TO NEW YORK STATE UNDER THE ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM – Resolution authorizing the City Manager to submit an application to New York State Department of Transportation under the Federal Transit Administration’s (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310)

**City Council**

10. PROPOSED APPOINTMENT OF DEPUTY MAYOR - YEAR 2026 - Resolution designating City Council Member \_\_\_\_\_ as Deputy Mayor for Year 2026.

**Supplemental Item(s)**

**Unfinished Business**

**New Business**

December Regular Legislative Meeting , Tuesday, December 9, 2025, at 6:15 P.M. (Second Tuesday);  
January Committee of the Whole Session, Tuesday, January 13, 2026, at 3:45 P.M.; January Regular  
Legislative Meeting, Tuesday, January 20, 2026, at 6:15 P.M.

**Discussion Item(s)**

**Executive Session**

**Public Hearings 7:00 PM**

**Citizens to Be Heard**

**Adjournment**

**City of New Rochelle**  
Finance

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**MEMORANDUM**

**To:** Honorable Mayor and City Council  
**Thru:** Wilfredo Melendez, City Manager  
**Date:** December 2, 2025  
**From:** Edward Ritter, Finance Commissioner  
**Subject:** PROPOSED 2026 CITY OF NEW ROCHELLE BUDGET - Ordinance adopting, as amended, the year 2026 City of New Rochelle Budget and appropriating amounts therein (Public Hearing: 12/2/2025; Adoption 12/9/2025)

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**Background:** Based on the recommendations of Staff and City Council, I am recommending the following amendments to the 2026 City of New Rochelle Budget:

<b>GENERAL FUND</b>		
<b>INCREASES/(DECREASES)</b>		
<b>Description</b>	<b>Account</b>	<b>Amount</b>
Increase Expense: Parkside HOPE Afterschool Program	1230.41350.24137	\$70,000
Decrease Expense: Thrive	1230.41350.26006	(\$70,000)
Increase Expense: Choice OYP	1230.41350.5024	\$70,000
Decrease Expense: Thrive	1230.41350.26006	(\$70,000)
Increase Expense: Ward Acres Conservancy	7020.41350.26025	\$12,000
Decrease Expense: Thrive	1230.41350.26006	(\$12,000)
Increase Expense: Lincoln Park Conservancy	7020.41350.1067	\$20,000
Decrease Expense: Thrive	1230.41350.26006	(\$20,000)
Increase Expense: New Rochelle Council on the Arts	7020.41350.5156	\$35,000
Decrease Expense: Thrive	1230.41350.26006	(\$35,000)
Increase Expense: Thrive	1230.41350.26006	\$15,000
Increase Revenue: Interfund Transfer Community Benefit Bonus	1230.5042.26006	\$15,000

Increase Expense: Boys & Girls Club Access	1230.41350.26027	\$208,725
Increase Revenue: Interfund Transfer Community Benefit Bonus	1230.5042.26027	\$208,725
Increase Expense: Summer Youth Employment (2025 Levels)	7310.13000.7161A	\$300,000
Increase Revenue: Interfund Transfer Community Benefit Bonus	7310.5042.7161A	\$300,000
Increase Expense: Salaries – Overtime (Stop DWI)	3123-14000-3023	\$8,400
Increase Revenue County Aid Stop DWI	3123.2706.3023	\$8,400
<b>CAPITAL FUND</b>		
<b>INCREASES/(DECREASES)</b>		
Decrease Expense: Participatory Budgeting	1490H.20000.26004	(\$300,000)
Decrease Revenue: Participatory Budgeting (Bond)	1490H.5710.26004	(\$100,000)
Decrease Revenue: Participatory Budgeting (CBB)	1490H.5042.26004	(\$200,000)
Increase Revenue: Community Forest Management Plan (Bond)	8730H.5710.26056	\$100,000
Decrease Revenue: Community Forest Management Plan (Tree)	8730H.5044.26056	(\$100,000)

In addition to the preceding changes, the 2026 budgeted amount for Summer Employment Participants in the Youth Bureau's Performance Measures will be increased from 350 to 500.

**Attachments:**

None

**RESOLUTION NUMBER:**  
**MEETING DATE: December 2, 2025**

**Item # 1.**

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## LEGISLATION

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ORDINANCE ADOPTING THE BUDGET, AS AMENDED,  
FOR THE YEAR 2026 AND APPROPRIATING AMOUNTS  
THEREIN (PUBLIC HEARING 12/2/2025).

BE IT ORDAINED by the City of New Rochelle:

Section 1. The following Budget Estimate for the Year 2026, consisting of the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, the Debt Service Fund, and the Capital Projects Fund, as submitted by the City Manager and, as amended, showing a tax levy of \$72,685,631, is hereby adopted as and for the Annual Budget of the City of New Rochelle for the Year 2026, and the amounts set forth in said Budget, as amended, as hereto annexed, are hereby appropriated for the purpose stated therein.

Section 2. Where officers or employees are transferred in accordance with Civil Service Regulations from one account to another, the salary of such officer or employee shall be transferred upon direction of the City Manager to the account number to which such officer or employee is transferred.

Section 3. Errors in the computation of salaries may be corrected upon certification of the City Manager, and the sums necessary for such correction shall be transferred from the Contingent Fund upon certification of the City Manager.

Section 4. The City Manager is hereby authorized to transfer appropriations from departmental salary and benefit accounts to the Vacancy Factor account for any positions that may become vacant during the year.

Section 5. The City Manager is hereby authorized to appoint additional temporary firefighters or police officers in advance of the start of police/fire academies to replace pending retirements.

Section 6. The City Manager is hereby authorized to transfer from the Contingent Fund the amount of money required in any specific instance to meet the cash payment in lieu of supplemental vacation authorized for a retiring employee, insofar as there may be insufficient surplus funds available for such purpose in the subdivision of the account from which the employee is normally paid.

Section 7. Where it is necessary to reclassify a position to a new title and/or the same or lower salary grade, the City Manager is hereby authorized to make such a change.

Section 8. When there exists an accumulated surplus generated from the current year's operations, the City Manager is authorized to use all or part of said surplus for the repayment of debt services.

Section 9. This ordinance shall take effect January 1, 2026.

**City of New Rochelle**  
Buildings

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**MEMORANDUM**

**To:** Honorable Mayor and City Council

**Thru:** Wilfredo Melendez, City Manager

**Date:** December 2, 2025

**From:** Paul Vacca, Buildings Commissioner

**Subject:** PROPOSED LEAD AGENCY STATUS RE: PROPOSED RESOLUTION AMENDING CONDITION NO. 4 OF CITY COUNCIL RESOLUTION 129-2010 (SPECIAL PERMIT FOR HUDSON COUNTRY MONTESSORI SCHOOL) - Resolution declaring Lead Agency Status relative to amending Condition No. 4 of Resolution No. 129-2010 regarding the Special Permit for Hudson Country Montessori School, pursuant to Article XII Section 331-87 of the New Rochelle Zoning Code.

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**Background:**  
Resolution declaring Lead Agency Status relative to the amendment of Condition No. 4 of City Council Resolution 129-2010, dated July 20, 2010, regarding the increase in the total allowed student population for the Hudson Country Montessori School.

**Attachments:**  
None

**RESOLUTION NUMBER: 2025-182**  
**MEETING DATE: December 2, 2025**

**Item # 2.**

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## LEGISLATION

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RESOLUTION DECLARING LEAD AGENCY STATUS  
RELATIVE TO AMENDING CONDITION NO. 4 OF  
RESOLUTION NO. 129-2010 REGARDING THE SPECIAL  
PERMIT FOR HUDSON COUNTRY MONTESSORI SCHOOL,  
PURSUANT TO ARTICLE XII SECTION 331-87 OF THE NEW  
ROCHELLE ZONING CODE.

WHEREAS, this City Council hereby wishes to declare itself to be the Lead Agency with respect to the environmental review of the actions amending Condition No. 4 of Resolution No. 129-2010 regarding the Special Permit for Hudson Country Montessori School, pursuant to Article XII Section 331-87 of the New Rochelle Zoning Code; and

WHEREAS, this City Council finds the Proposed Action to be an Unlisted Action pursuant to SEQRA; and

WHEREAS, the Department of Development has prepared and submitted an Environmental Assessment Form (EAF) for the Proposed Action, on file for inspection with the City Clerk’s Office; now, therefore,

BE IT RESOLVED that this City Council hereby declares itself to be the lead agency with respect to the proposed amendments.

**City of New Rochelle**  
Buildings

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**MEMORANDUM**

**To:** Honorable Mayor and City Council

**Thru:** Wilfredo Melendez, City Manager

**Date:** December 2, 2025

**From:** Paul Vacca, Buildings Commissioner

**Subject:** PROPOSED RESOLUTION AMENDING CONDITION NO. 4 OF CITY COUNCIL RESOLUTION 129-2010 RE: SPECIAL PERMIT FOR HUDSON COUNTRY MONTESSORI SCHOOL. - Resolution amending Condition No. 4 of Resolution No. 129-2010 regarding the Special Permit for Hudson Country Montessori School, pursuant to Article XII Section 331-87 of the New Rochelle Zoning Code. (Intro. 12/02/2025; Public Hearing 01/13/2026)

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**Background:**

Back in 2010, the Hudson Country Montessori School, located at 340 Quaker Ridge Road, submitted an application to the New Rochelle City Council for a Special Permit to expand its school into an abutting parcel owned by the school located at 74 Pamela Lane. On June 8, 2010, the City Council held a Public Hearing regarding the issuance of the Special Permit. On July 10, 2010, the New Rochelle City Council, via Resolution No. 129-2010, granted a Special Permit to the Hudson Country Montessori School in accordance with the standards set forth Section in 331-91 of the Zoning Ordinance of the City of New Rochelle upon the following conditions:

1. A fence shall be installed and maintained as determined by the Planning Board on the property located at 74 Pamela Lane, in order to eliminate access to the rear or side of the building from Pamela Lane. There shall be no access to the main campus from Pamela Lane.
2. The curb-cut and driveway located at 74 Pamela Lane shall be eliminated, and the front walk shall be altered to the satisfaction of the Planning Board.
3. There shall be no access to the front of the building located at 74 Pamela Lane and the front door to such building shall be utilized for emergency egress only.
4. The total student population shall not exceed 210 students.
5. Parking on Pamela Lane shall be prohibited to persons, employees, or guests attending any school events or activities. The applicant shall submit to the Planning Board a plan specifying how this condition will be implemented by the applicant.
6. The applicant shall provide a calendar of events to all residents of Pamela Lane which

shall indicate school activities and events. The applicant shall notify all residents of Pamela Lane at least one week in advance of any event for which the number of persons attending such event is expected to exceed available on-site parking capacity.

7. The applicant agrees that it will not acquire and/or use additional property on Pamela Lane for the purposes of expanding the existing school.

**Issue:**

The City of New Rochelle has received a petition from the Hudson Country Montessori School seeking to amend Condition No. 4 of Resolution No. 129-2010 to increase the total allowed student population by 50 students from 210 to 260. The school is proposing to add a second floor to the rear school building, which will result in the addition of two classrooms. It should be noted that the campus is not being expanded. It should also be noted that the parking lot will be reconfigured, resulting in an increase of 18 parking spaces from 52 to 70.

**Recommendation:**

Staff recommends that City Council take the following actions:

- 1) Direct that a Public Hearing be scheduled for January 13, 2026 regarding the proposed condition amendments, as noted above and pursuant to the regulations set forth in Section 331-91, and refer same to the Planning Board and the Westchester County Planning Board;
- 2) Declare itself Lead Agency for the purposes of an environmental review pursuant to the State Environmental Quality Review Act (SEQRA). A Short Environmental Assessment Form (SEAF) is attached; and,
- 3) Adopt a resolution amending Condition No. 4 of City Council Resolution 129-2010 to increase the total allowed student population by 50 students from 210 to 260.

**Attachments:**

1. City Council Resolution 129-2010
2. Department of Buildings City Council Referral - 1629-2025
3. Petition Letter
4. Site Plan (Existing and Proposed)

**RESOLUTION NUMBER:**  
**MEETING DATE: December 2, 2025**

**Item # 3.**

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## LEGISLATION

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RESOLUTION AMENDING CONDITION NO. 4 OF  
RESOLUTION NO. 129-2010 REGARDING THE SPECIAL  
PERMIT FOR HUDSON COUNTRY MONTESSORI SCHOOL,  
PURSUANT TO ARTICLE XII SECTION 331-87 OF THE  
NEW ROCHELLE ZONING CODE.

WHEREAS, on July 10, 2010, the New Rochelle City Council adopted Resolution No. 129-2010 granting a Special Permit to the Hudson Country Montessori School, located at 340 Quaker Ridge Road, to expand its school operations into the abutting parcel at 74 Pamela Lane, subject to conditions established pursuant to Section 331-91 of the Zoning Ordinance of the City of New Rochelle; and

WHEREAS, said conditions included, among others, Condition No. 4, which limits the maximum student population to 210 students; and

WHEREAS, the Hudson Country Montessori School has submitted a petition to the City of New Rochelle requesting an amendment to Condition No. 4 of Resolution No. 129-2010 to increase the allowed student population by fifty (50) students, from 210 to 260; and

WHEREAS, the School proposes to construct a second-floor addition to the rear building, resulting in the creation of two additional classrooms, while maintaining the existing campus boundaries and without expanding into any additional property; and

WHEREAS, the School also proposes to reconfigure its on-site parking lot, which will increase the total number of parking spaces from fifty-two (52) to seventy (70), resulting in a net increase of eighteen (18) spaces; now, therefore,

BE IT RESOLVED, that Condition No. 4 of Resolution No. 129-2010 is hereby amended to read as follows:

**“4. The total student population shall not exceed 260 students.”** and be it further

RESOLVED, that all other conditions of Resolution No. 129-2010 shall remain in full force and effect.

BE IT RESOLVED that this City Council confirms its intent to assume Lead Agency status for the Proposed Project and issues a Negative Declaration of Environmental Significance for the Proposed Project. An environmental impact statement shall not be required for the Proposed Project.

Authenticated and certified)  
this 20<sup>th</sup> day of July, 2010 )

NOAM BRAMSON, Mayor  
BENNIE F. GILES, III, City Clerk

Prior to the vote on the proposed resolution, Council Member Fertel stated that the conditions attached to the Special Permit have been agreed to by the area residents and the school. In response to questions from Members of the City Council, Council Member Fertel said that access to the school would not be allowed from Pamela Lane.

In response to questions from Members of the City Council, Kathleen E. Gill, Corporation Counsel, stated that the School would be obligated to ensure that school employees and guests are prohibited from parking on Pamela Lane, and the school is obligated to develop a plan to ensure that.

ISSUANCE OF SPECIAL PERMIT

RE: HUDSON COUNTRY MONTESSORI SCHOOL

Introduced : June 8, 2010  
Held : June 15, 2010  
Moved (by) :  
and : Unanimously  
Seconded (by) :

Yeas: Trangucci, Tarantino, Stowe, St. Paul, Fertel, Sussman, Bramson.  
Nays: None.

RESOLUTION NO. 129

RESOLUTION GRANTING A SPECIAL PERMIT TO THE HUDSON COUNTRY MONTESSORI SCHOOL PURSUANT TO ARTICLE XII SECTION 331-87 OF THE NEW ROCHELLE ZONING CODE.

WHEREAS, Hudson Country Montessori School submitted an application for a special permit for the expansion of its school into an abutting parcel owned by the school located at 74 Pamela Lane, pursuant to Section 331-87 of the New Rochelle Zoning Code ("Special Permit"); and

WHEREAS, on June 8, 2010, this City Council held a Public Hearing regarding the issuance of the Special Permit; now, therefore,

BE IT RESOLVED by the Council of the City of New Rochelle:

This City Council hereby grants a Special Permit to Hudson Country Montessori School in accordance with the standards set forth in Section 331-91 of the Zoning Ordinance of the City of New Rochelle upon the following conditions:

1. A fence shall be installed and maintained as determined by the Planning Board on the property located at 74 Pamela Lane, in order to eliminate access to the rear or side of the building from Pamela Lane. There shall be no access to the main campus from Pamela Lane.
2. The curbcut and driveway located at 74 Pamela Lane shall be eliminated and the front walk shall be altered to the satisfaction of the Planning Board.
3. There shall be no access to the front of the building located at 74 Pamela Lane and the front door to such building shall be utilized for emergency egress only.
4. The total student population shall not exceed 210 students.
5. Parking on Pamela Lane shall be prohibited to persons/employees/guests attending any school events or activities. The applicant shall submit to the Planning Board a plan specifying how this condition will be implemented by the applicant.

6.

7.

Authenticated  
this 20<sup>th</sup> day

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- 6. The applicant shall provide a calendar of events to all residents of Pamela Lane which shall indicate school activities and events. The applicant shall notify all residents of Pamela Lane at least one week in advance of any event for which the number of persons attending such event is expected to exceed available on-site parking capacity.
- 7. The applicant agrees that it will not acquire and/or use additional property on Pamela Lane for the purposes of expanding the existing school.

Authenticated and certified)  
this 20<sup>th</sup> day of July, 2010 )

NOAM BRAMSON, Mayor  
BENNIE F. GILES, III, City Clerk

DISCUSSION ITEM

Draft GreenNR Sustainability Plan

Michael Freimuth, Commissioner of Development, reviewed the Smart Growth and Economic Prosperity section of the Plan. He said many components of this section of the Plan will be key parts of a new Comprehensive Plan. The initiatives include:

- Concentration of future City development (65 percent) within one half mile of the Transit Center
- linkage of future City development (95 percent) to the Transit Center

Commissioner Freimuth stated that the GreenNR Plan provides the City with the opportunity to obtain outside grant funds for the development of a new Comprehensive Plan.

Council Member Stowe expressed concern that any concentration of new housing in the area of the Transit Center would overload certain districts that are currently densely populated.

In response, Commissioner Freimuth said that the infrastructure in the area within one half mile of the Transit Center is sufficient to sustain such growth. In response to further questions, Commissioner Freimuth said that commercial development should also be concentrated in the area of the Transit Center. He added that a new Comprehensive Plan for the City will include an analysis of infrastructure.

Council Member Trangucci said he supports increased commercial development to ease the strain on the City's school district.

Commissioner Freimuth commented that the draft GreenNR recommends that the City also focus on waterfront redevelopment and to reintroduce the City and its residents to its waterfront. He added that the draft Sustainability Plan also encourages that the City's residential areas be linked to its commercial areas, particularly with additional bicycle and pedestrian trails. Commissioner Freimuth added that the Draft Plan encourages Green jobs and Green job training.

Council Member Sussman commented that economic growth and prosperity are not "Green" issues and the City should try to attract all businesses. The City needs all businesses, not just "Green" businesses.

Council Member Stowe said that he is a strong supporter of "Green" job training, particularly in construction jobs.

In response to questions from Members of the City Council, Commissioner Freimuth said that a Comprehensive Plan takes a broad look at the characteristics of the City while establishing a broad set of policies and goals. He added that the City's Comprehensive Plan was last adopted in 1996. The adoption of a Sustainability Plan does not have to wait until the development of a new Comprehensive Plan.

Commissioner Freimuth stated that the Draft Sustainability Plan contains a modest goal for increased workforce housing in New Rochelle. The goal of an additional 250 units can be attained. He added that the Plan recommends that 65 percent of the new units be placed near the Transit Center.

In response to questions from Members of the City Council, Mayor Bramson stated that workforce housing would serve families with a median household income of 80 percent of average median income. He added that the City's affordable housing law allows up to 100 percent of average median income.

In response to questions from Members of the City Council, City Manager Strome stated that the average salary of a City worker would be provided to City Council.

Commissioner Freimuth commented that the Draft Sustainability Plan recommends incentives to encourage cultural and arts businesses to locate in New Rochelle.

Department of Buildings  
 515 North Avenue  
 New Rochelle, NY 10801  
 Phone: (914) 654 - 2035  
 Fax: (914) 654 - 2031



Paul Vacca, CEO  
 Commissioner of Buildings

[NewRochelleNY.com/Buildings](http://NewRochelleNY.com/Buildings)

**City of New Rochelle  
 New York**

**CITY COUNCIL REFERAL**

To: Robert Stanziale  
 270 North Ave Suite 402  
 New Rochelle, NY 10801

Application No.	1629-2025
Review Date	06/06/2025
Zoning	R1 - 20
Job Location	340 Quaker Ridge Rd
Parcel No.	7-2621-0050
Reviewed By	pvacca@newrochelleny.com

**LOCATION:** 340 Quaker Ridge Rd

**DESCRIPTION OF WORK:**

Increase the student population At Hudson Country Montessori School from 210 to 260.

You are hereby notified that your application for Building Permit or Amendment to Building Permit has been reviewed for compliance with the requirements of the Zoning Ordinance, Chapter 331, Code of the City of New Rochelle.

Ordinance Code	Approval Type	Description
331-91	SPECIAL P-ERMIT	The applicant would like to amend city council resolution 129-2010 , condition #4 and change the student population from 210 students to 260 students.

You may file an application with the **Planning Board** pursuant to Article XIII of Chapter 331 of the Zoning Ordinance. The last day to submit an application to the Board for the meeting is by 12 NOON.

All applications will be taken on a first come first serve basis. Your application for a building permit will be voided unless it is amended or a Planning Board application is received within 90 days from the date of this notice.

**Area of Notification:**

Instructions for filling an application: [Planning Board Filing Process](#)

pvacca@newrochelleny.gov

## Charles Alan Mason

Attorney and Counselor at Law

482 Weaver Street

Larchmont, New York 10538 - 1005

Tel. 914 833 1805

914 834 0899

July 11, 2025

[camasonesq@gmail.com](mailto:camasonesq@gmail.com)

Kim Jones

New Rochelle City Clerk

515 North Avenue

New Rochelle, New York 10801

Re: Special Permit Modification for The Hudson Country Montessori School  
340 Quaker Ridge Road, New Rochelle, New York 10803

Dear Ms. Jones,

I am the attorney for the Hudson Country Montessori School located on Quaker Ridge Road in New Rochelle. The school has been operating according to the terms of the special permit granted and amended 11-15-2006 by order No. 233-2016 and 4-19-2017 by order No. 80-2017.

Under condition #4 of the City Council Resolution 129-2010, the student population was limited to 210. At this time the school is in need of a certain modification to the terms of that resolution and we are seeking to increase the student population to 260.

I have attached the Council Referral from the Department of Buildings and would appreciate your assistance in getting placed on the next available City Council calendar.

Please let me know what additional information or materials you may need.

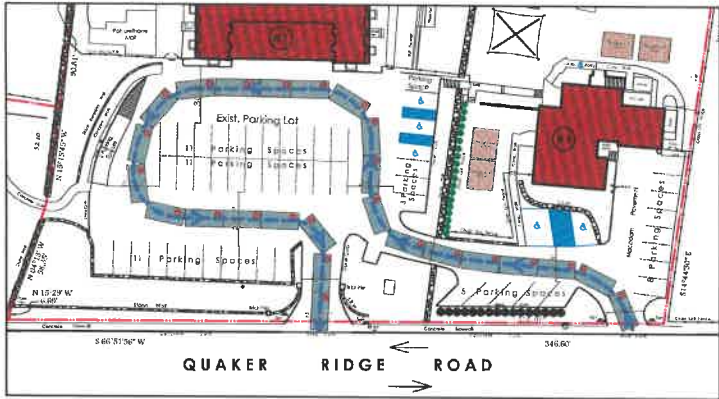
Thank you for your kind attention to this matter.

Very truly yours,

Charles A. Mason. Esq.

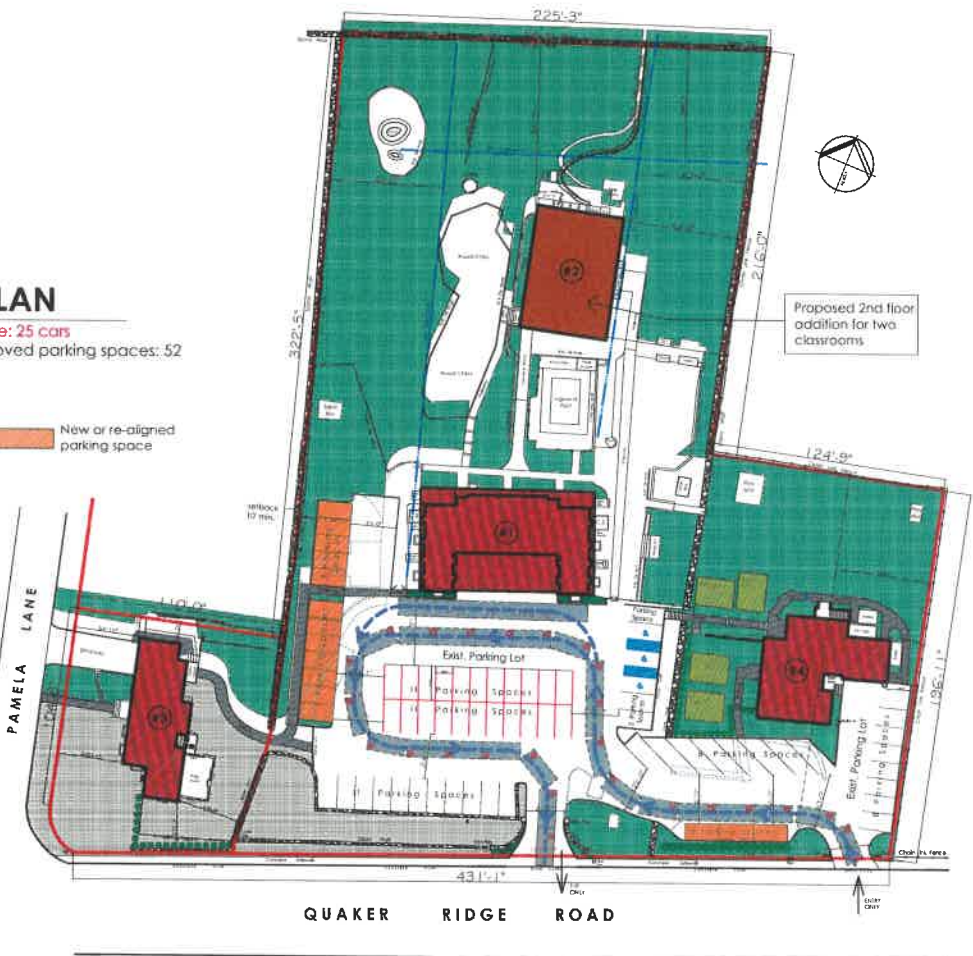
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Encl. (1)



**EXISTING SITE PLAN**

Scale: 1" = 30' Existing queue: 25 cars  
Existing approved parking spaces: 52



**PROPOSED SITE PLAN**

Scale: 1" = 30'

Proposed queue: 25 cars  
Proposed parking spaces: 70  
All parking spaces are 9' x 18'

**proposed student population**

infants	6
toddlers	40
pre-school	90
kindergarten	36
grades 1-3	32
grades 4-6	32
grades 7-8	18
grade 9	6
<b>total</b>	<b>260</b>

THIS APPLICATION IS FOR A REVISION TO THE SPECIAL PERMIT ISSUED BY CITY COUNCIL ON 11.15.2006 FOR AN INCREASE IN THE STUDENT OCCUPANCY. PROPOSED STUDENT OCCUPANCY WOULD BE INCREASED FROM 210 STUDENTS TO 260 STUDENTS.

**PARKING REQUIREMENTS**

REQUIRED	PROVIDED	
Nursery and day care		
-1 per 4 children, plus 1 per employee	136 students @ 1 space per 4 students = 19 teachers @ 1 space per employess =	34 19
Elementary (Grades K-8)		
-1 for each faculty member, plus 1 per each 3 staff members and 1 per each 30 students	8 teachers @ 1 space per faculty member = 118 students @ 1 space per 30 students =	8 3.9
Secondary (Grades 9-12)		
-1 for each faculty member, plus 1 per each 3 staff members and 1 per each 10 students	1 teacher @ 1 per faculty member = 6 students @ 1 per 10 students = 3.5 faculty member @ 1 space per =	1 0.6 3.5
	<b>TOTAL REQUIRED PARKING SPACES</b>	<b>70</b>
	<b>TOTAL PARKING PROVIDED</b>	<b>70</b>

ROBERT STANZIANE ARCHITECTS URBAN DESIGN PLANNING INC  
 270 North Avenue New Rochelle, New York 10801  
 P 914.832.0070 F 914.832.0110  
 robert@robertstanziane.com

REV.	DATE	DRN BY

**PROJECT TITLE**  
 HUDSON COUNTRY MONTESSORI SCHOOL  
 340 QUAKER RIDGE ROAD  
 NEW ROCHELLE NY

**SEAL + SIGNATURE**

**DRAWING TITLE**  
 EXISTING SITE PLAN  
 PROPOSED SITE PLAN

DATE: 07-15-25  
 PROJECT:  
 DRAWING BY: RS/AH  
 CHK BY:  
 DWG:

**A- 01.00**

**City of New Rochelle**  
Buildings

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**MEMORANDUM**

**To:** Honorable Mayor and City Council  
**Thru:** Wilfredo Melendez, City Manager  
**Date:** December 2, 2025  
**From:** Paul Vacca, Buildings Commissioner  
**Subject:** PROPOSED PUBLIC HEARING RE: RESOLUTION AMENDING  
CONDITION NO. 4 OF CITY COUNCIL RESOLUTION 129-2010 (SPECIAL  
PERMIT FOR HUDSON COUNTRY MONTESSORI SCHOOL) - Resolution  
scheduling a Public Hearing relative to amending Condition No. 4 of Resolution  
No. 129-2010 regarding the Special Permit for Hudson Country Montessori  
School, pursuant to Article XII Section 331-87 of the New Rochelle Zoning  
Code.

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**Background:** Schedule Public Hearing for 01/13/2026.

**Attachments:**  
None

**RESOLUTION NUMBER: 2025-183**  
**MEETING DATE: December 2, 2025**

**Item # 4.**

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## LEGISLATION

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RESOLUTION DIRECTING PUBLIC HEARING RELATIVE TO  
AMENDING CONDITION NO. 4 OF RESOLUTION NO. 129-2010  
REGARDING THE SPECIAL PERMIT FOR HUDSON COUNTRY  
MONTESSORI SCHOOL, PURSUANT TO ARTICLE XII  
SECTION 331-87 OF THE NEW ROCHELLE ZONING CODE.

BE IT RESOLVED by the Council of the City of New Rochelle that this City Council hold a public hearing on January 13, 2026, at 7:00 p.m. in the City Council Chambers, City Hall, 515 North Avenue, New Rochelle, New York relative to amending Condition No. 4 of Resolution No. 129-2010 regarding the Special Permit for Hudson Country Montessori School, pursuant to Article XII Section 331-87 of the New Rochelle Zoning Code; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish notice of such public hearing in the official newspaper of the City of New Rochelle at least ten (10) days prior to the public hearing date.

**City of New Rochelle**  
Finance

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**MEMORANDUM**

**To:** Honorable Mayor and City Council  
**Thru:** Wilfredo Melendez, City Manager  
**Date:** December 2, 2025  
**From:** Edward Ritter, Finance Commissioner  
**Subject:** PROPOSED AMENDMENT TO CODE OF THE CITY OF NEW ROCHELLE  
RE: SECTION 133-1, ENUMERATION OF FEES, OF CHAPTER 133, FEES  
- Ordinance amending Section 133-1, Enumeration of Fees, of Chapter 133,  
Fees, of the Code of the City of New Rochelle.

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**Background:**  
**§ 133-1. Enumeration of fees.**

The following schedule of fees is hereby established with respect to licenses, permits, registrations, documents and activities required or regulated under the provisions of various chapters of the Code of the City of New Rochelle. Specific requirements and regulations for the following shall be as set forth in the chapter to which reference is made below. The following fees shall apply commencing January 1, 2026, and shall renew each calendar year unless amended prior thereto in the fee and deposit schedule maintained by the City Manager.

**§ 162. Sanitary Sewer and Stormwater Fees**

**RESIDENTIAL UNIT FEE**

Per dwelling Unit {\$186} \$228

**NON-RESIDENTIAL UNIT FEE**

Per Acre Parcel Size

<.2 acre: 1 unit.	{\$275}	<u>\$345</u>
.21 - .5 acre: 2 units.	{\$550}	<u>\$690</u>
.51 - 1 acre: 3 units.	{\$825}	<u>\$1,036</u>
1.01 - 2 acres: 4 units.	{\$1,100}	<u>\$1,381</u>
Over 2 acres: 5 units.	{\$1,375}	<u>\$1,726</u>

**Hotel**

1 residential unit for each hotel room. {\$186} \$228

**§111-42C (1) Building Permits**

Other than 1-2 family dwellings		
for the first \$1,000 or fraction thereof	\$105	
For each additional \$1,000 or fraction thereof	{ \$16 }	<u>\$17</u>
For 1 and 2 family dwellings		
For the first \$1,000 or fraction thereof	\$95	
For each additional \$1,000 or fraction thereof	{ \$12 }	<u>\$13</u>

**§121-5C Massage establishment license required; fees.**

License Fee \$250

**§147-13 Fire Department permit fees**

<u>Item</u>	<u>Time</u>	<u>Current</u>	<u>New</u>
Ammunition Storage	Annual	{ \$170 }	<u>\$180</u>
Blasting	Per job	{ \$170 }	<u>\$180</u>
Commercial Garage 1-25	Annual	{ \$150 }	<u>\$160</u>
Commercial Garage Over 25	Annual	{ \$170 }	<u>\$180</u>
Dip Tank/Spray Booth	Annual	{ \$150 }	<u>\$160</u>
Dry Cleaning Plant	Annual	{ \$150 }	<u>\$160</u>
Explosives, Storage of	Per Magazine	{ \$350 }	<u>\$370</u>
Explosives, Transportation of	Annual	{ \$350 }	<u>\$370</u>
Explosives, Transportation of	Per Job	{ \$225 }	<u>\$240</u>
Explosives, Certificate of Fitness		{ \$175 }	<u>\$185</u>

**Fire and Smoke Detection Systems**

Filing Fee, Issuance of Permit, Plan Review, Inspection/  
Certification of

Panel and up to 99 devices	{ \$175 }	<u>\$200</u>
100-200 Devices	{ \$200 }	<u>\$225</u>
Per additional 1-99 devices	{ \$100 }	<u>\$125</u>

Re-inspection or returning to site to witness corrections of

Any previous deficiencies	{ \$150 }	<u>\$160</u>
2 <sup>nd</sup> re-inspection	{ \$200 }	<u>\$210</u>
3 <sup>rd</sup> re-inspection	{ \$250 }	<u>\$265</u>
All subsequent re-inspections	{ \$300 }	<u>\$315</u>

**Sprinkler System**

Filing fee for up to 100 sprinkler heads, including plans review	{ \$275 }	<u>\$290</u>
Each additional sprinkler head	\$3	

Re-Inspection or Returning to Site to witness corrections of any previous deficiencies	{ \$150 }	<u>\$160</u>
2 <sup>nd</sup> Re-Inspection	{ \$200 }	<u>\$210</u>
3 <sup>rd</sup> Re-Inspection	{ \$250 }	<u>\$265</u>
All subsequent re-inspections	{ \$300 }	<u>\$315</u>

**Standpipe System**

Filing Fee, inspection and testing of system components	{ \$225 }	<u>\$240</u>
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Re-Inspection or Returning to Site to witness corrections of any previous deficiencies	{ \$120 }	<u>\$130</u>
2 <sup>nd</sup> Re-Inspection	{ \$150 }	<u>\$160</u>
3 <sup>rd</sup> Re-Inspection	{ \$250 }	<u>\$265</u>
All subsequent re-inspections	{ \$300 }	<u>\$315</u>

**Fixed Extinguishing System – Application Fee, Plan Review,**

On-Site Testing { \$225 } \$240

Re-Inspection or returning to site to Witness Corrections of Any previous deficiencies	{ \$120 }	<u>\$130</u>
2 <sup>nd</sup> Re-Inspection	{ \$180 }	<u>\$190</u>
3 <sup>rd</sup> Re-Inspection	{ \$300 }	<u>\$315</u>
All subsequent re-inspections	{ \$360 }	<u>\$380</u>

**Flammable/Combustible Liquids**

Installation / Modification of Equipment	{ \$130 }	<u>\$140</u>
Storage of Class I Liquids (Per Tank)	Annual { \$130 }	<u>\$140</u>
Storage of Class II Liquids (Per Tank)	Annual { \$130 }	<u>\$140</u>
Storage of Class III Liquids (Per Tank)	Annual { \$130 }	<u>\$140</u>
Testing of Storage Facilities	{ \$100 }	<u>\$105</u>
Hazardous Materials Storage	Annual { \$200 }	<u>\$210</u>
Industrial Ovens, Operation of	Annual { \$90 }	<u>\$95</u>
Liquefied Petroleum Gas (LPG), Storage	Annual { \$150 }	<u>\$160</u>

**Per 100 lb. or more tank – 100 lbs. or more**

LPG Install (Includes First Year Annual)	{ \$280 }	<u>\$295</u>
Lumberyard	Annual { \$180 }	<u>\$190</u>

**Mobile Food preparation vehicles initial**

operating fire inspection/permit	{ \$100 }	<u>\$105</u>
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**Mobile Food preparation annual operating**

inspection/permit	Annual { \$100 }	<u>\$105</u>
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Oil Burner Installation	Per Unit	{ \$100 }	<u>\$105</u>
Oil Burner Installer's License	Annual	{ \$150 }	<u>\$160</u>

**Flammable/Combustible Tank.  
Installation/Modification/Removal**

0-999 gallons	Per Tank	{ \$150 }	<u>\$160</u>
1,000-4,999 gallons	Per Tank	{ \$300 }	<u>\$315</u>
5,000 gallons and up	Per Tank	{ \$600 }	<u>\$630</u>

Re-Inspection or Return to Site to witness  
Corrections of previous deficiencies

0-999 gallons	Per Tank	{ \$150 }	<u>\$160</u>
1,000-4,999 gallons	Per Tank	{ \$300 }	<u>\$315</u>
5,000 gallons and up	Per Tank	{ \$600 }	<u>\$630</u>
Public Garage 1-25	Annual	{ \$150 }	<u>\$160</u>
Public Garage 25 and up	Annual	{ \$160 }	<u>\$170</u>
Self Service Gasoline Station	Annual	{ \$200 }	<u>\$210</u>

Welding and Cutting	Annual	{ \$110 }	<u>\$115</u>
Woodworking Plant	Annual	{ \$150 }	<u>\$160</u>
Working without permit, residential (1 and 2 family)		{ \$500 }	<u>\$525</u>
Working without permit, Commercial and all others, per incident		{ \$,1000 }	<u>\$1,050</u>
Permit renewal late fee (past 30 days) 2 times permit fee			

Motion Picture Projection Machine Operator		{ \$75 }	<u>\$80</u>
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**§147-6c (1) Fire inspection fee: owners of multifamily use properties other than one-and two-family.**

Units

6 to 10		{ \$420 }	<u>\$440</u>
11 to 20		{ \$630 }	<u>\$660</u>
21 to 50		{ \$840 }	<u>\$880</u>
51 to 80		{ 1,260 }	<u>\$1,320</u>
81 to 100		{ \$1,890 }	<u>\$1,980</u>
Over 100		{ \$2,520 }	<u>\$2,640</u>

**Owners of all other use properties other than one- and two-family use properties**

Lot size:

Up to .2 acre		{ \$420 }	<u>\$440</u>
.21 to .50 acre		{ \$630 }	<u>\$660</u>
.51 to 1 acre		{ \$1,050 }	<u>\$1,100</u>
1.01 to 2 acres		{ \$1,890 }	<u>\$1,980</u>
Over 2 acres		{ \$2,520 }	<u>\$2,640</u>

Installation inspection/plan review for Carbon Dioxide Beverage systems		{ \$100 }	<u>\$110</u>
Carbon Dioxide Beverage System	Annual	{ \$50 }	<u>\$55</u>

-  
**§93-4A Place of Public Assembly license**

Capacity 1 to 49 (assembly only; not a “public” Assembly – Permit only on request of occupant		{ \$200 }	<u>\$210</u>
Capacity 50 to 100		{ \$250 }	<u>\$265</u>
Capacity 101 to 300		{ \$300 }	<u>\$315</u>
Capacity 301 and up		{ \$350 }	<u>\$370</u>

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**§281-31 Streets, Sidewalks, and public places: Construction**

<b>Type A</b>	<b>FEE</b>	<b>{ \$200 }</b>	<b><u>\$225</u></b>
Curb Repair/Replace			
Cut and Cap Gas Service			
Drainage Pipe			
Driveway Apron			
Electric Service Work			
Hydrant Valve Leak			
Manhole/Vault Opening			
Pull Cable – Aerial			
Removal of City Fixture			
Removal of Street Signs			
Roll off Container/Dumpster			
Sidewalk Repair/Replacement 100 Sq. FT. or Less			
Street Light Replacement			
Structure Inspection			
Temp Sidewalk Obstruction			
Test Pits			
Tree Removal/Planting/Trimming			
Utility Pole Replacement/Repair			

<b>Type B</b>	<b>FEE</b>	<b>{ \$700 }</b>	<b><u>\$225</u></b>
<b>DEPOSIT { \$5,000 }</b>			<b><u>\$3,500</u></b>
Dewatering			
Electrical Service Installation – Underground			
Gas Main Valve Installation			
Gas Service Leak/Repair/Installation			
Pull Cable – Underground			
Replace Gas Service			

Sanitary Sewer Lateral Repair/Replacement/Installation  
 Scaffolding  
 Sidewalk Repair/Replacement over 100 SQ. FT.  
 Sidewalk Shed/Bridge  
 Soil Borings  
 Storm Drain Repair/Connection  
 Water Service Leak/Repair/Installation

<b>Type A</b>	<b>FEE</b>	<b>{\$2,000}</b>	<b><u>\$2,350</u></b>
Conduit Repair/Replacement			
Conduit & Rolt Cabinet Installation			
Gas Main repair/Replacement/Installation			
Hydrant Replacement			
Manhole Installation			
Oversized Vehicle			
Removal of a Street Light			
Right of Way Obstruction			
Sanitary Sewer Installation			
Storm Drain Installation			
Water Main Repair/Replace/Installation			
Vault Repair/Replacement			
<b>Restoration</b>		<b>{\$150}</b>	<b><u>\$200</u></b>
<b>Resident City Tree Removal – Per Tree</b>		<b>{\$25}</b>	<b><u>\$50</u></b>

**§ 312-62D. Public Parking Lots**

Bayard Street Lot			
Overnight, Area Resident			
Annual		{\$345}	<u>\$380</u>
Semiannual		{\$190}	<u>\$210</u>
24-hour, Area Resident			
Annual		{\$580}	<u>\$640</u>
Semiannual		{\$230}	<u>\$255</u>
City Hall			
Area Resident			
Annual		{\$435}	<u>\$480</u>

Semiannual	{ \$220 }	<u>\$230</u>
Davenport Avenue Area Resident		
Annual	{ \$640 }	<u>\$705</u>
Semiannual	{ \$330 }	<u>\$365</u>
Intermodal Transportation Center (ITC) Commuter		
Annual	{ \$1,215 }	<u>\$1,335</u>
Semiannual	{ \$665 }	<u>\$730</u>
3-Month	{ \$395 }	<u>\$435</u>
1-Month	{ \$160 }	<u>\$180</u>
Lawn Avenue Area Resident		
Annual	{ \$520 }	<u>\$570</u>
Semiannual	{ \$275 }	<u>\$305</u>
Business/Commuter		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$370 }	<u>\$405</u>
Library Lot Overnight, Area Resident		
Annual	{ \$420 }	<u>\$460</u>
Semiannual	{ \$230 }	<u>\$255</u>
Library, South Lot Overnight, Area Resident		
Annual	{ \$420 }	<u>\$460</u>
Semiannual	{ \$230 }	<u>\$255</u>
Maple Avenue Garage		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$370 }	<u>\$405</u>
Business/Commuter		
Annual	{ \$825 }	<u>\$910</u>
Semiannual	{ \$440 }	<u>\$485</u>
Overnight, Area Resident		
Annual	{ \$345 }	<u>\$380</u>
Semiannual	{ 190 }	<u>\$210</u>
Marina Parking Deck (Upper) Area Resident		
Annual	{ \$585 }	<u>\$645</u>
Semiannual	{ \$305 }	<u>\$335</u>

Restaurant Business		
Annual	{ \$690 }	<u>\$765</u>
New Roc Garage		
Business/Commuter		
Annual	{ \$1,130 }	<u>\$1,245</u>
Semiannual	{ \$610 }	<u>\$670</u>
3-Month	{ \$365 }	<u>\$405</u>
1-Month	{ \$150 }	<u>\$165</u>
Area Resident		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$370 }	<u>\$405</u>
Intergovernmental		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$370 }	<u>\$405</u>
Business Extended		
Annual	{ \$1,390 }	<u>\$1,530</u>
Semiannual	{ \$750 }	<u>\$825</u>
3-Month	{ \$450 }	<u>\$495</u>
1-Month	{ \$185 }	<u>\$205</u>
Prospect St		
Area Resident		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$370 }	<u>\$405</u>
Business/Commuter		
Annual	{ \$865 }	<u>\$950</u>
Semiannual	{ \$460 }	<u>\$505</u>
Overnight, Area Resident		
Annual	{ \$345 }	<u>\$380</u>
Semiannual	{ \$190 }	<u>\$210</u>
Sickles Avenue		
Area Resident		
Annual	{ \$580 }	<u>\$640</u>
Semiannual	{ \$305 }	<u>\$335</u>
Business/Commuter		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$370 }	<u>\$405</u>
-		
Union Avenue (1 <sup>st</sup> and 2 <sup>nd</sup> Streets)		
Area Resident		
Annual	{ \$580 }	<u>\$640</u>
Semiannual	{ \$305 }	<u>\$335</u>
Business/Weekend		
Annual	{ \$345 }	<u>\$380</u>

Semiannual	{ \$190 }	<u>\$210</u>
The Encore Garage Area Resident		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$300 }	<u>\$405</u>
Two Clinton Park Garage Area Resident		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$370 }	<u>\$405</u>

**§ 312-62E(5)(n).**

Motorcycle and motor scooter parking fee Intermodal Transportation Center, New Roc Parking Garage And Prospect Street Parking Lot	{ \$220 }	<u>\$240</u>
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**§ 312-64**

New Roc Garage Permits Weekday		
Annual	{ \$1,130 }	<u>\$1,245</u>
Semiannual	{ \$610 }	<u>\$670</u>
<u>3-Month</u>		<u>\$405</u>
<u>1-Month</u>		<u>\$165</u>
Weekday Intergovernmental		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$370 }	<u>\$405</u>
Resident (residing within 1/4 mile of the New Roc Garage)		
Annual	{ \$695 }	<u>\$765</u>
Semiannual	{ \$370 }	<u>\$405</u>
Monthly New Roc City employee only 5th fl	{ \$44 }	<u>\$48</u>
Daily extended hour		
Annual	{ \$1,390 }	<u>\$1,530</u>
Semiannual	{ \$750 }	<u>\$825</u>

Matter {bracketed} deleted.  
Matter underlined added.

**Attachments:**  
None

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**LEGISLATION**

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ORDINANCE AMENDING SECTION 133-1, ENUMERATION  
OF FEES, OF CHAPTER 133, FEES, OF THE CODE OF THE  
CITY OF NEW ROCHELLE.

BE IT ORDAINED by the City of New Rochelle:

Section 1. Section 133-1, Enumeration of fees, is hereby amended as follows:

§ 133-1. Enumeration of fees.  
The following schedule of fees is hereby established with respect to licenses, permits, registrations, documents and activities required or regulated under the provisions of various chapters of the Code of the City of New Rochelle. Specific requirements and regulations for the following shall be as set forth in the chapter to which reference is made below. The following fees shall apply commencing January 1, [2025]2026, and shall renew each calendar year unless amended prior thereto in the fee and deposit schedule maintained by the City Manager.

§ 162. Sanitary Sewer and Stormwater Fees

RESIDENTIAL UNIT FEE		
Per dwelling Unit	[\$186]	<u>\$228</u>
NON-RESIDENTIAL UNIT FEE		
Per Acre Parcel Size		
<.2 acre: 1 unit.	[\$275]	<u>\$345</u>
.21 - .5 acre: 2 units.	[\$550]	<u>\$690</u>
.51 - 1 acre: 3 units.	[\$825]	<u>\$1,036</u>
1.01 - 2 acres: 4 units.	[\$1,100]	<u>\$1,381</u>
Over 2 acres: 5 units.	[\$1,375]	<u>\$1,726</u>
Hotel		
1 residential unit for each hotel room.	[\$186]	<u>\$228</u>

§111-42C (1) Building Permits

Other than 1-2 family dwellings		
for the first \$1,000 or fraction thereof	\$105	
For each additional \$1,000 or fraction thereof	[\$16]	<u>\$17</u>
For 1 and 2 family dwellings		
For the first \$1,000 or fraction thereof	\$95	

For each additional \$1,000 or fraction thereof	[\$12]	<u>\$13</u>
<u>§121-5C Massage establishment license required; fees.</u>		
<u>License Fee \$250</u>		
§147-13 Fire Department permit fees		
Ammunition Storage Annual	[\$170]	<u>\$180</u>
Blasting Per job	[\$170]	<u>\$180</u>
Commercial Garage 1-25 Annual	[\$150]	<u>\$160</u>
Commercial Garage Over 25 Annual	[\$170]	<u>\$180</u>
Dip Tank/Spray Booth Annual	[\$150]	<u>\$160</u>
Dry Cleaning Plant Annual	[\$150]	<u>\$160</u>
Explosives, Storage of Per Magazine	[\$350]	<u>\$370</u>
Explosives, Transportation of Annual	[\$350]	<u>\$370</u>
Explosives, Transportation of Per Job	[\$225]	<u>\$240</u>
Explosives, Certificate of Fitness	[\$175]	<u>\$185</u>
Fire and Smoke Detection Systems		
Filing Fee, Issuance of Permit, Plan Review, Inspection/ Certification of		
Panel and up to 99 devices	[\$175]	<u>\$200</u>
100-200 Devices	[\$200]	<u>\$225</u>
Per additional 1-99 devices	[\$100]	<u>\$125</u>
Re-inspection or returning to site to witness corrections of		
Any previous deficiencies	[\$150]	<u>\$160</u>
2nd re-inspection	[\$200]	<u>\$210</u>
3rd re-inspection	[\$250]	<u>\$265</u>
All subsequent re-inspections	[\$300]	<u>\$315</u>
Sprinkler System		
Filing fee, issuance of permit, plan review, inspection/certification of up to 100 sprinkler heads, including plans review	[\$275]	<u>\$290</u>
Each additional sprinkler head	\$3	
Re-Inspection or Returning to Site to witness corrections of any previous deficiencies	[\$150]	<u>\$160</u>
2nd Re-Inspection	[\$200]	<u>\$210</u>
3rd Re-Inspection	[\$250]	<u>\$265</u>
All subsequent re-inspections	[\$300]	<u>\$315</u>
Standpipe System		
Filing Fee, inspection and testing of system components	[\$225]	<u>\$240</u>
Re-Inspection or Returning to Site to witness corrections of any previous deficiencies	[\$120]	<u>\$130</u>

2nd Re-Inspection		[\$150]	<u>\$160</u>
3rd Re-Inspection		[\$250]	<u>\$265</u>
All subsequent re-inspections		[\$300]	<u>\$315</u>
Fixed Extinguishing System –			
Application Fee, Plan Review, On-Site Testing [\$225] <u>\$240</u>		[\$120]	<u>\$130</u>
Re-Inspection or returning to site to Witness Corrections of Any previous deficiencies			
2nd Re-Inspection		[\$180]	<u>\$190</u>
3rd Re-Inspection		[\$300]	<u>\$315</u>
All subsequent re-inspections		[\$360]	<u>\$380</u>
Flammable/Combustible Liquids			
Installation / Modification of Equipment		[\$130]	<u>\$140</u>
Storage of Class I Liquids (Per Tank) Annual		[\$130]	<u>\$140</u>
Storage of Class II Liquids (Per Tank) Annual		[\$130]	<u>\$140</u>
Storage of Class III Liquids (Per Tank) Annual		[\$130]	<u>\$140</u>
Testing of Storage Facilities		[\$100]	<u>\$105</u>
Hazardous Materials Storage Annual		[\$200]	<u>\$210</u>
Industrial Ovens, Operation of Annual		[\$90]	<u>\$95</u>
Liquefied Petroleum Gas (LPG), Storage Annual		[\$150]	<u>\$160</u>
Per 100 lb. or more tank – 100 lbs. or more LPG Install (Includes First Year Annual)		[\$280]	<u>\$295</u>
Lumberyard Annual		[\$180]	<u>\$190</u>
Mobile Food preparation vehicles initial operating fire inspection/permit		[\$100]	<u>\$105</u>
Mobile Food preparation annual operating inspection/permit Annual		[\$100]	<u>\$105</u>
Oil Burner Installation	Per Unit	[\$100]	<u>\$105</u>
Oil Burner Installer’s License	Annual	[\$150]	<u>\$160</u>
Flammable/Combustible Tank.			
Installation/Modification/Removal			
0-999 gallons	Per Tank	[\$150]	<u>\$160</u>
1,000-4,999 gallons	Per Tank	[\$300]	<u>\$315</u>
5,000 gallons and up	Per Tank	[\$600]	<u>\$630</u>

Re-Inspection or Return to Site to witness Corrections of previous deficiencies 0-999 gallons	Per Tank	[\$150]	<u>\$160</u>
1,000-4,999 gallons	Per Tank	[\$300]	<u>\$315</u>
5,000 gallons and up	Per Tank	[\$600]	<u>\$630</u>
Public Garage 1-25	Annual	[\$150]	<u>\$160</u>
Public Garage 25 and up	Annual	[\$160]	<u>\$170</u>
Self Service Gasoline Station	Annual	[\$200]	<u>\$210</u>
Welding and Cutting	Annual	[\$110]	<u>\$115</u>
Woodworking Plant	Annual	[\$150]	<u>\$160</u>
Working without permit, residential (1 and 2 family)		[\$500]	<u>\$525</u>
Working without permit, Commercial and all others, per incident		[\$,1000]	<u>\$1,050</u>
Permit renewal late fee (past 30 days) 2 times permit fee			

§ 147-15C Motion Picture Projection Machine Operator [\$75] \$80

§147-6C (1) Fire inspection fee: owners of multifamily use properties other than one-and two-family.

Units

6 to 10	[\$420]	<u>\$440</u>
11 to 20	(\$630)	<u>\$660</u>
21 to 50	[\$840]	<u>\$880</u>
51 to 80	[1,260]	<u>\$1,320</u>
81 to 100	[\$1,890]	<u>\$1,980</u>
Over 100	[\$2,520]	<u>\$2,640</u>

§ 1476C(2) Owners of all other use properties other than one- and two-family use properties

Lot size:

Up to .2 acre	[\$420]	<u>\$440</u>
.21 to .50 acre	[\$630]	<u>\$660</u>
.51 to 1 acre	[\$1,050]	<u>\$1,100</u>
1.01 to 2 acres	[\$1,890]	<u>\$1,980</u>
Over 2 acres	[\$2,520]	<u>\$2,640</u>

§ 147-14S Installation inspection/plan review for  
Carbon Dioxide Beverage systems

Carbon Dioxide Beverage System Annual [ \$100 ]  \$110

§93-4A Place of Public Assembly license

Capacity 1 to 49 (assembly only; not a “public” Assembly – Permit only on request of occupant	[\\$200]	<u>\$210</u>
Capacity 50 to 100	[\\$250]	<u>\$265</u>
Capacity 101 to 300	[\\$300]	<u>\$315</u>
Capacity 301 and up	[\\$350]	<u>\$370</u>

§281-31 Streets, Sidewalks, and public places: Construction

Type A FEE	[\\$200]	<u>\$225</u>
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- Curb Repair/Replace Cut and Cap Gas Service
- Drainage Pipe Driveway Apron Electric Service Work Hydrant Valve Leak Manhole/Vault
- Opening Pull Cable – Aerial Removal of City Fixture Removal of Street Signs
- Roll off Container/Dumpster
- Sidewalk Repair/Replacement 100 Sq. FT. or Less Street Light Replacement
- Structure Inspection
- Temp Sidewalk Obstruction Test Pits
- Tree Removal/Planting/Trimming Utility Pole Replacement/Repair

Type B	FEE	[\$700]	<u>\$225</u>
	DEPOSIT	[\$5,000]	<u>\$3,500</u>

- Dewatering
- Electrical Service Installation – Underground Gas Main Valve Installation
- Gas Service Leak/Repair/Installation Pull Cable – Underground
- Replace Gas Service

- Sanitary Sewer Lateral Repair/Replacement/Installation Scaffolding
- Sidewalk Repair/Replacement over 100 SQ. FT. Sidewalk Shed/Bridge
- Soil Borings
- Storm Drain Repair/Connection
- Water Service Leak/Repair/Installation

Type C	FEE	[\$2,000]	<u>\$2,350</u>
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- Conduit Repair/Replacement Conduit & Rolt Cabinet Installation
- Gas Main repair/Replacement/Installation Hydrant Replacement
- Manhole Installation
- Oversized Vehicle
- Removal of a Street Light
- Right of Way Obstruction
- Sanitary Sewer Installation
- Storm Drain Installation
- Water Main Repair/Replace/Installation
- Vault Repair/Replacement

Restoration	[\\$150]	<u>\$200</u>
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Resident City Tree Removal – Per Tree \$50

§ 312-62D. Public Parking Lots

Bayard Street Lot Overnight, Area

Resident

Annual	[\$345]	<u>\$380</u>
Semiannual	[\$190]	<u>\$210</u>

24-hour, Area Resident

Annual	[\$580]	<u>\$640</u>
Semiannual	[\$230]	<u>\$255</u>

City Hall

Area Resident

	[\$435]	<u>\$480</u>
Annual		
Semiannual	[\$220]	<u>\$230</u>

Davenport Avenue

Area Resident

Annual	[\$640]	<u>\$705</u>
Semiannual	[\$330]	<u>\$365</u>

Intermodal Transportation Center (ITC)

Commuter		
Annual	[\$1,215]	<u>\$1,335</u>
Semiannual	[\$665]	<u>\$730</u>
3-Month	[\$395]	<u>\$435</u>
1-Month	[\$160]	<u>\$180</u>

Lawn Avenue

Area Resident Annual	[\$520]	<u>\$570</u>
Semiannual	[\$275]	<u>\$305</u>
Business/Commuter		
Annual	[\$695]	<u>\$765</u>
Semiannual	[\$370]	<u>\$405</u>

Library Lot

Overnight, Area Resident	[\$420]	<u>\$460</u>
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Annual

Semiannual [230] \$255

Library, South Lot Overnight, Area Resident

Annual [420] \$460

Semiannual [230] \$255

Maple Avenue Garage

Annual [695] \$765

Semiannual [370] \$405

Business/Commuter

Annual [825] \$910

Semiannual [440] \$485

Overnight, Area Resident

Annual [345] \$380

Semiannual [190] \$210

Marina Parking Deck (Upper)

Area Resident [585] \$645

Annual [305] \$335

Restaurant Business Annual

[690] \$765

New Roc Garage Business/Commuter

Annual [1,130] \$1,245

Semiannual [610] \$670

3-Month [365] \$405

1-Month [150] \$165

Area Resident

Annual [695] \$765

Semiannual [370] \$405

Intergovernmental

Annual [695] \$765

Semiannual [370] \$405

Business Extended

Annual [1,390] \$1,530

Semiannual [750] \$825

3-Month [450] \$495

1-Month	[\$185]	<u>\$205</u>
Prospect St Area Resident Annual		
	[\$695]	<u>\$765</u>
Semiannual	[\$370]	<u>\$405</u>
Business/Commuter		
Annual	[\$865]	<u>\$950</u>
Semiannual	[\$460]	<u>\$505</u>
Overnight, Area Resident		
Annual	[\$345]	<u>\$380</u>
Semiannual	[\$190]	<u>\$210</u>
Sickles Avenue Area Resident Annual		
	[\$580]	<u>\$640</u>
Semiannual	[\$305]	<u>\$335</u>
Business/Commuter		
Annual	[\$695]	<u>\$765</u>
Semiannual	[\$370]	<u>\$405</u>
Union Avenue (1st and 2nd Streets) Area Resident Annual		
	[\$580]	<u>\$640</u>
Semiannual	[\$305]	<u>\$335</u>
Business/Weekend		
Annual	[\$345]	<u>\$380</u>
Semiannual	[\$190]	<u>\$210</u>
The Encore Garage Area Resident		
Annual	[\$695]	<u>\$765</u>
Semiannual	[\$300]	<u>\$405</u>
Two Clinton Park Garage		
Area Resident		
Annual	[\$695]	<u>\$765</u>
Semiannual	[\$370]	<u>\$405</u>
§ 312-62E(5)(n).		
Motorcycle and motor scooter parking fee Intermodal	[\$220]	<u>\$240</u>

Transportation Center, New Roc Parking Garage  
 And Prospect Street Parking Lot

§ 312-64

New Roc Garage

Permits

Weekday

Annual	[\$1,130]	<u>\$1,245</u>
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Semiannual	[\$610]	<u>\$670</u>
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<u>3-Month</u>		<u>\$405</u>
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<u>1-Month</u>		<u>\$165</u>
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Weekday Intergovernmental

Annual	[\$695]	<u>\$765</u>
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Semiannual	[\$370]	<u>\$405</u>
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Resident (residing within 1/4 mile of the New Roc Garage)

Annual	[\$695]	<u>\$765</u>
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Semiannual	[\$370]	<u>\$405</u>
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Monthly New Roc City employee only 5th fl	[\$44]	<u>\$48</u>
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Daily extended hour

Annual	[\$1,390]	<u>\$1,530</u>
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Semiannual	[\$750]	<u>\$825</u>
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Matter [bracketed] deleted.

Matter underlined added.

**City of New Rochelle**  
Finance

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**MEMORANDUM**

**To:** Honorable Mayor and City Council  
**Thru:** Wilfredo Melendez, City Manager  
**Date:** December 2, 2025  
**From:** Edward Ritter, Finance Commissioner  
**Subject:** OMNIBUS AUTHORITY — Resolution giving the City Manager Omnibus Authority relative to certain contracts and to apply for certain Federal, State and County grants.

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**Background:** This Resolution will give the City Manager authorization to extend the following agreements and/or separate amendments thereto upon substantially the same terms and conditions except as to budgetary amendments adopted by this Council, for further periods of one year from their next expiration date.

1. Appellate Division of the Supreme Court of NY for the temporary assignment of a judge, as consented to by City Council.
2. Board of Education for Civil Service Commission Services; Fleet Services; City Hall Security Services; City Hall Maintenance Services.
3. County of Westchester for Prisoner Transportation.
4. County of Westchester for Selective Enforcement of Occupant Restraint Usage Program (Seat Belts).
5. County of Westchester for Stop-DWI Patrol Project and/or Training Reimbursements.
6. New Rochelle Council on the Arts for provision of cultural programs.
7. County of Westchester for Employee Assistance Program.
8. County of Westchester Office of Aging for Elderly Nutrition, Frail and Elderly, and Livable Communities Programs.
9. County of Westchester for Police Mutual Aid and Assistance Plan.
10. County of Westchester for Weapons of Mass Destruction Task Force Emergency Situations.
11. County of Westchester for solid waste, organic waste and recycling disposal services.
12. County of Westchester for Land and Legal Records Public Viewing.
13. County of Westchester for GIS Data Sharing.
14. County of Westchester for SCAR Petition Filing.
15. County of Westchester and the State of New York for:
  - a. Leisure activities for developmentally disabled young persons.

- b. Youth Bureau, Youth Service and Recreation projects.
16. Housing and Urban Development application and related agreements for Section 8 program.
17. Designation of the Journal News as the official newspaper for publication of official notices.
18. Barbara Davis for services as City Historian.
19. Mary Louise Sullivan for services to the City Clerk's office.
20. Danziger & Markoff for GASB-34 OPEB analysis.
21. John Micewicz and assistants for cable television programming.
22. New Rochelle Humane Society for animal control services.
23. Various architects for Peer Review Board architectural services.
24. New Rochelle Industrial Development Agency for provision of economic development and financial services.
25. New Rochelle Corporation for Local Development for provision of economic development and financial services.
26. Downtown New Rochelle Business Improvement District Management Association for management of downtown BID.
27. Downtown New Rochelle Business Improvement District Management Association for management of sidewalk cleaning.
28. Mercer Oliver Wyman for actuarial analysis.
29. Capital Markets Advisors for fiscal advisory services.
30. Certiorari Proceedings legal fees and appraisals, including settlement of certiorari proceedings approved by the Corporation Counsel and Finance Commissioner acting jointly.
31. New York State Office for Mental Retardation and Developmental Disabilities (Therapeutic Recreation Mini-Camp Program).
32. New York State Department of Transportation for highway maintenance.
33. New York State Office of Court Administration for maintenance of court facilities.
34. New York State Office of Parks, Recreation and Historic Preservation for Navigation Enforcement.
35. United States Department of Agriculture (Summer Lunch Program).
36. Intergovernmental advocate services approved by Corporation Counsel.
37. New Rochelle Chamber of Commerce for the Thanksgiving Day Parade and other events and programs.
38. HOPE Community Services for homelessness prevention and Parkside Afterschool Program.
39. Village of Pelham for Disposal of Yard Waste and Fall Leaves.
40. Marina Clean Vessel Assistance Program for the construction, renovation, operation and maintenance of pump out and dump stations.
41. County of Westchester funding for the National Night Out program.
42. Federal and County of Westchester Task Force Funding Agreements.
43. Choice of New Rochelle for the provision of program services for the Opportunity Youth Part ("OYP").
44. Ward Acres Conservancy, Inc. to manage and maintain Ward Acres Park, Ward Acres Community Garden and adjacent greenspace and trails within the Park.
45. The Lincoln Park Conservancy, Inc. to manage the grow! Lincoln Park Community Garden.

BE IT FURTHER RESOLVED, that no funding for applicable outside agencies be disbursed without the appropriate financial statements being delivered by that agency to the Commissioner

of Finance; and

BE IT FURTHER RESOLVED, that the City Manager, the Commissioner of Finance and the Purchasing Manager pursuant to Chapter 62-8 of the City Code are authorized to make purchases of goods and services on behalf of the city; and

BE IT FURTHER RESOLVED, that the recipients of \$20,000 or more per year from General Fund Account OA (other agencies e.g., boys & girls club) or Community Development Fund Accounts shall file a certified audit, including a management letter, the latter if dictated by federal, state or county regulations or where the audit findings indicate a need for a more in-depth report on an organization's internal controls, with this City Council by April 1, 2026. Any agency refusing to provide said audit shall be subject to defunding.

**Attachments:**

None

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## LEGISLATION

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RESOLUTION GIVING THE CITY MANAGER OMNIBUS  
AUTHORITY RELATIVE TO CERTAIN CONTRACTS AND  
TO APPLY FOR CERTAIN FEDERAL, STATE, AND COUNTY  
GRANTS.

BE IT RESOLVED by the Council of the City of New Rochelle:

The City Manager is hereby authorized to extend the following agreements and/or separate amendments thereto upon substantially the same terms and conditions except as to budgetary amendments adopted by this Council, for further periods of one year from their next expiration date:

1. Appellate Division of the Supreme Court of NY for the temporary assignment of a judge, as consented to by City Council.
2. Board of Education for Civil Service Commission Services; Fleet Services; City Hall Security Services; City Hall Maintenance Services.
3. County of Westchester for Prisoner Transportation.
4. County of Westchester for Selective Enforcement of Occupant Restraint Usage Program (Seat Belts).
5. County of Westchester for Stop-DWI Patrol Project and/or Training Reimbursements.
6. New Rochelle Council on the Arts for provision of cultural programs.
7. County of Westchester for Employee Assistance Program.
8. County of Westchester Office of Aging for Elderly Nutrition, Frail and Elderly, and Livable Communities Programs.
9. County of Westchester for Police Mutual Aid and Assistance Plan.
10. County of Westchester for Weapons of Mass Destruction Task Force Emergency Situations.
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12. County of Westchester for Land and Legal Records Public Viewing.
13. County of Westchester for GIS Data Sharing.
14. County of Westchester for SCAR Petition Filing.
15. County of Westchester and the State of New York for:
  - a. Leisure activities for developmentally disabled young persons.
  - b. Youth Bureau, Youth Service and Recreation projects.
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31. New York State Office for Mental Retardation and Developmental Disabilities (Therapeutic Recreation Mini-Camp Program).
32. New York State Department of Transportation for highway maintenance.
33. New York State Office of Court Administration for maintenance of court facilities.
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45. The Lincoln Park Conservancy, Inc. to manage the grow! Lincoln Park Community Garden.

BE IT FURTHER RESOLVED, that no funding for applicable outside agencies be disbursed without the appropriate financial statements being delivered by that agency to the Commissioner of Finance; and

BE IT FURTHER RESOLVED, that the City Manager, the Commissioner of Finance and the Purchasing Manager pursuant to Chapter 62-8 of the City Code are authorized to make purchases of goods and services on behalf of the city; and

BE IT FURTHER RESOLVED, that the recipients of \$20,000 or more per year from General Fund Account OA (other agencies e.g., boys & girls club) or Community Development Fund Accounts shall file a certified audit, including a management letter, the latter if dictated by federal, state or county regulations or where the audit findings indicate a need for a more in-depth report on an organization's internal controls, with this City Council by April 1, 2026. Any agency refusing to provide said audit shall be subject to defunding.



**City of New Rochelle**  
Police

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**MEMORANDUM**

**To:** Honorable Mayor and City Council  
**Thru:** Wilfredo Melendez, City Manager  
**Date:** December 2, 2025  
**From:** Neil Reynolds, Police Commissioner  
**Subject:** PROPOSED ACCEPTANCE OF GRANT AWARD RE: WESTCHESTER COUNTY STOP-DWI PROJECT 2026-2030 - Ordinance accepting the Westchester County Stop-DWI Project 2026-2030 grant in the amount of \$8,400 per year to support overtime patrols directed at combating DWI crimes.

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**Background:**

The City of New Rochelle Police Department has received notification from Westchester County that it has been awarded the Westchester County STOP-DWI Project grant. The grant provides \$8,400 per year, beginning in 2026 and concluding in 2030, to be allocated for overtime patrols during specific operations directed at combating DWI crimes.

**Issue:**

In order to proceed with the related Grant Agreement, City Council needs to accept the awarded grant funds and authorize the City Manager to execute all future grant documents.

Since the term of this grant award begins on January 01, 2026, staff will be including the \$8,400 funding related to this grant as an amendment to the City of New Rochelle's 2026 Proposed Budget. Staff will also include the \$8,400 funding in the 2027, 2028, 2029, and 2030 budgets. Funding will be entered in the following accounts:

Revenue: 3123-2706-3023 County Aid  
Expense: 3123-14000-3023 Salaries – Overtime

**Recommendation:**

At this time, staff is requesting that the City Council accept the Westchester County grant funds and authorize the City Manager to execute all documents related to the grant.

**Attachments:**

1. STOP DWI Grant 2026-2030 8.4k\_Contract

**RESOLUTION NUMBER:**  
**MEETING DATE: December 2, 2025**

**Item # 7.**

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**LEGISLATION**

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ORDINANCE ACCEPTING THE WESTCHESTER COUNTY  
STOP-DWI PROJECT 2026-2030 GRANT IN THE AMOUNT  
OF \$8,400 PER YEAR TO SUPPORT OVERTIME PATROLS  
DIRECTED AT COMBATING DWI CRIMES.

WHEREAS, the City of New Rochelle Police Department has been notified by Westchester County of an award under the Westchester County STOP-DWI Project grant program; and

WHEREAS, said grant provides Eight Thousand Four Hundred Dollars (\$8,400) per year, beginning January 1, 2026, and concluding December 31, 2030, to support overtime patrols during designated operations directed at combating Driving While Intoxicated (DWI) offenses; now therefore,

BE IT ORDAINED by the City of New Rochelle:

Section 1. The Council of the City of New Rochelle hereby accepts the Westchester County STOP-DWI Project grant funds in the amount of \$8,400 annually for the years 2026, 2027, 2028, 2029, and 2030.

Section 2. Funding associated with this grant will be incorporated as an amendment to the City of New Rochelle’s Proposed 2026 Budget and included in the 2027, 2028, 2029, and 2030 budgets, with revenues and expenses recorded, as follows:

***Increase Revenue:***

3123-2706-3023	County Aid	\$8,400
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***Increase Appropriations:***

3123-14000-3023	Salaries – Overtime	\$8,400
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Section 3. The City Manager is hereby authorized to execute the Grant Agreement and all future documents, contracts, and amendments necessary to effectuate the City’s participation in the STOP-DWI Project grant program.

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”) Acting by and through its Department of Public Safety Services (hereinafter referred to as the “Department”)

and

**City of New Rochelle**  
**475 North Ave**  
**New Rochelle, NY 10801**

\_\_\_\_\_ a municipal corporation of the State of New York having an office and place of business at \_\_\_\_\_, New York, acting by and through the \_\_\_\_\_ Police Department, (hereinafter referred to as the “Municipality”).

1. In consideration of an amount not to exceed EIGHT THOUSAND FOUR HUNDRED (\$8,400.00) DOLLARS per year to be paid in the manner and at the rates set forth in Schedule “A,” which is attached to and forms a part of this Agreement, the Municipality shall participate in the Westchester County STOP-DWI Patrol/Datamaster Project as described in Schedule “A”, which is attached hereto and made a part hereof (hereinafter the “Work”).

2. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County’s receipt of funds from New York State to operate the Westchester County STOP-DWI Patrol/Datamaster Project.

If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall

constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

3. All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Stop-DWI Director or her designee ("Director"). The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

4. The Work to be performed pursuant to the terms of this Agreement shall commence January 1, 2026 and continue through December 31, 2030.

The Municipality shall issue progress reports to the County as the Director may direct and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Municipality agrees and shall be subject to the insurance requirements contained in Schedule "B," which schedule is attached to and forms a part of this Agreement. In addition to and not in limitation of the insurance provisions contained in Schedule "B," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) in the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

6. The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor or otherwise.

7. Requests for payment to be made shall be submitted by the Municipality on properly executed payment vouchers of the County in accordance with Schedule "A" and paid only after approval by the Director. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth in Section 1 above.

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form and related information are annexed hereto as Schedule "C." The completed Authorization Form must be returned by the Municipality to the Westchester County Department of Finance ("Finance Department") prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

8. (a) The County, upon ten (10) days notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Municipality shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

9. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner - Sheriff of Public Safety  
1 Saw Mill River Parkway  
Hawthorne, New York 10532

With a copy to:

Director, Drug Abuse Prevention & STOP-DWI  
112 E. Post Road, 3<sup>rd</sup> Floor  
White Plains, New York 10601

with a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

11. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

12. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

13. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

14. Except as provided herein, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this Agreement without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this Agreement.

15. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

16. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE –SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

BY: \_\_\_\_\_  
Terrance Raynor  
Commissioner – Sheriff of Public Safety

**MUNICIPALITY**

BY: \_\_\_\_\_  
Name:  
Title:

Approved by the Westchester County Board of Legislators on the 29<sup>th</sup> day of September, 2025  
by Act No. 189 - 2025

Approved:

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester

**ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, personally appeared \_\_\_\_\_, 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.

Date: \_\_\_\_\_

\_\_\_\_\_

Notary Public

**CERTIFICATE OF AUTHORITY**  
**(MUNICIPALITY)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Municipal Corporation)

was, at the time of execution

\_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its Town/Village/City Board, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF WESTCHESTER)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the municipal officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at

\_\_\_\_\_, and he/she is an officer of said municipal corporation; that he/she is duly authorized to execute said certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public  
Date

## SCHEDULE A

### STOP-DWI PATROL PROJECT

The STOP-DWI Patrol Project is an overtime, added, patrol effort to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving (DWI/DWAI) in Westchester County. Each participating municipality, through its police department, must submit the required documentation to claim reimbursement from the STOP-DWI Program. This is described below.

The Patrol Project requires that the STOP-DWI Patrol activity and assignment be in addition to the participating police department's normal and /or routine patrol activity and assignment. It cannot be used to replace any regular, normal or routine patrol. The additional patrol must be conducted during the critical DWI/DWAI hours of evening and nighttime as approved by the STOP-DWI Director. The STOP-DWI Patrol Project vehicle must bear the special logo and markings to increase public awareness of the enforcement effort. A police chief project director is appointed to work with the STOP-DWI Program in the operation of the patrol project. **ALL PATROLS AND SOBRIETY CHECKPOINTS MUST BE SCHEDULED AND APPROVED PRIOR TO CONDUCTING SAID OPERATION. THE MUNICIPALITIES' DWI PROJECT COORDINATOR MUST CALL THE COUNTY'S STOP-DWI OFFICE AND GET AN APPROVED CONTROL NUMBER. ONLY OPERATIONS WITH AN APPROVED CONTROL NUMBER WILL BE PROCESSED FOR PAYMENT.**

**THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT IS \$8,400.00 PER YEAR.**

Sobriety Checkpoints may be conducted with the reimbursable funds and one or more quarters may be combined to fund this particular effort. Coordination with the STOP-DWI Program Director is required before the checkpoint is conducted.

**Patrol Project Reimbursement Documentation Packet** - The following four items are required for reimbursement under this program and **MUST** be forwarded to the STOP-DWI Office within two weeks of the end of each quarter for payment to be approved. Each Municipality is required to maintain copies of all submitted documents and have them available for examination for a minimum of two calendar years in addition to the current calendar year. This is to facilitate future audits.

- A. **OFFICER Tracking Report:** This is to be completed and signed by the Police Officer assigned to a specific STOP-DWI Patrol. The form must also be signed by the Supervisor in charge for a specific STOP-DWI Patrol. All of the entries must be completed, including the date, times, number of hours, number of stops, tickets issued, arrests made before submission.
- B. **PATROL Tracking Report Summary:** This is to be completed and signed by the Supervisor in charge for a specific STOP-DWI Patrol. The report summarizes the work of each officer assigned to particular STOP DWI patrol duty for a given date. The information should be a compilation of the individual Officer Tracking Report. Note – Please use this report **ONLY** if there is more than one officers assigned to the patrol.
- C. **Payment Voucher:** A copy of the overtime report form used by the Municipality to pay each assigned officer must be included. Copy **MUST** show the assigned officer's name, title, number of hours, and assignment to solely to STOP-DWI Patrol. **AN AUTHORIZED INDIVIDUAL MUST SIGN THE SUBMITTED COPY AS CERTIFICATION THAT IT IS A TRUE AND ACCURATE COPY OF THE**

**ORIGINAL AND THAT THE STOP-DWI PATROL ASSIGNMENTS WERE IN ADDITION TO ROUTINE PATROLS.** The originals are to be kept by the submitting agency.

Vouchers MUST include your municipality's assigned "Vendor number." and "Account number." They must show that they are for the STOP-DWI Patrol Program and include the quarter and dates, officer's name, number of hours worked, officer's actual hourly rate and total payment for officer. The rate of reimbursement for officers assigned to STOP-DWI is the officer's actual hourly rate up to a maximum of \$100.00 per hour.

- D. **Quarterly Summary Report:** For reimbursement, each submission must have a Summary Report included. This Report, which indicates the activity of the Municipality for the quarter, will cover a specific period and should be submitted at the **END OF THE QUARTER**. This is a Summary of the **Patrol Tracking Report Summary** that is filled out for each STOP DWI Enforcement Patrol

Copies of the **OFFICER'S Patrol Tracking Report**, the **PATROL Tracking Report Summary**, as well as the **Payment Voucher** are to be attached to the completed **Quarterly Summary Report**. This complete reimbursement documentation packet is to be forwarded to:

**Director, Office of Drug Abuse Prevention & STOP-DWI  
112 E. Post Road  
3<sup>rd</sup> Floor  
White Plains, New York 10601**

**ANY REIMBURSEMENT DOCUMENTATION PACKET FILED MORE THAN 30 DAYS AFTER THE CLOSE OF A QUARTER WILL NOT BE PAID UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE STOP-DWI PROGRAM DIRECTOR IN ADVANCE.**

## **SCHEDULE "B"**

### **STANDARD INSURANCE PROVISIONS** **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
  - i. Premises - Operations.
  - ii. Broad Form Contractual.
  - iii. Independent Contractor and Sub-Contractor.
  - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
  - (i) Owned automobiles.
  - (ii) Hired automobiles.
  - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

## **SCHEDULE "C"**

### **Westchester County Vendor Direct Program Frequently Asked Questions**

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

**2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?**

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

Authorization is:  
(check one)

- New
- Change

### Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

**INSTRUCTIONS:** Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

**Mail to:** Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601  
Attention: Vendor Direct

#### Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:	Contact Person Telephone Number:	
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____ Authorized Signature	_____ Print Name/Title	_____ Date

#### Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:	12. Bank Account Title:	
13. Bank Contact Person Name:	Telephone Number:	
14. FINANCIAL INSTITUTION CERTIFICATION (required <b>ONLY</b> if directing funds into a Savings Account <b>OR</b> if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____ Authorized Signature	_____ Print Name / Title	_____ Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

| | | | |

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

### Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

### Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

**City of New Rochelle**  
City Manager

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**MEMORANDUM**

**To:** Honorable Mayor and City Council  
**Thru:** Wilfredo Melendez, City Manager  
**Date:** December 2, 2025  
**From:** Wilfredo Melendez, City Manager  
**Subject:** PROPOSED AMENDMENT TO THE 2025 BUDGET  
(OPERATING/CAPITAL) - Ordinance amending Ordinance No. 212 of 2024,  
the Budget of the City of New Rochelle for 2025.

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**Background:**

On December 10, 2024, the City Council of New Rochelle adopted Ordinance No. 212 of 2024, the Budget of the City of New Rochelle for 2025. Included in the adopted ordinance is the City's Capital Budget. Staff in the City Manager's Office and Finance Department are constantly reviewing the Capital Budget with all City Departments who receive capital funding. From time to time, the Capital Budget requires amending in an effort to better allocate resources.

**Issue:**

City staff has compiled the Operating/Capital Budget amendments attached hereto. These amendments include the following:

- Reallocation of Funds Between Projects/Accounts;
- Correcting Prior FY Invoice Coding Errors

**Recommendation:**

Staff recommends that Ordinance No. 212 of 2024, the Budget of the City of New Rochelle for 2025, be amended as specified on the attached schedules and in accordance with City Code Chapter 75-1.

**Attachments:**

1. Proposed Amendment to the 2025 Budget (Operating/Capital).

**RESOLUTION NUMBER:**  
**MEETING DATE: December 2, 2025**

**Item # 8.**

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## LEGISLATION

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ORDINANCE AMENDING ORDINANCE NO. 212 OF 2024,  
THE BUDGET OF THE CITY OF NEW ROCHELLE FOR  
2025, RELATIVE TO THE CITY’S CAPITAL BUDGET.

WHEREAS, on December 10, 2024, the City Council of New Rochelle adopted Ordinance No. 212 of 2024, the Budget of the City of New Rochelle for 2025; and

WHEREAS, staff in the City Managers and Finance Department are constantly reviewing the Capital Budget with all City Departments who receive capital funding; from time to time, the Capital Budget requires amending in an effort to better allocate resources; and

WHEREAS, City staff has compiled the Operating/Capital Budget amendments attached hereto, which include the following:

- Reallocation of Funds Between Projects/Accounts;
- Correcting Prior FY Invoice Coding Errors

NOW, THEREFORE, BE IT ORDAINED by the City of New Rochelle:

Section 1. Ordinance No. 212 of 2024, the Budget of the City of New Rochelle for 2025, be amended as specified on the attached schedules and in accordance with City Code Chapter 75- 1.

**ATTACHMENT:**

1. Proposed Amendment to the 2025 Budget (Operating/Capital)

**Capital Budget Adjustments**

**12/09/2025 RLM**

<b>Org</b>	<b>Object</b>	<b>Project</b>	<b>Description</b>	<b>Amount</b>	<b>Type</b>	<b>Notes</b>
7140	42000		Facility Repair	\$ (6,000.00)	Expense	Correcting Invoice Coding Error in Prior FY
7140	41500		Functional Supplies	\$ (5,895.50)	Expense	Correcting Invoice Coding Error in Prior FY
9999	90380		Interfund Transfer to Capital	\$ 11,895.50	Expense	Correcting Invoice Coding Error in Prior FY
7140H	5038	2122	Lincoln Park	\$ 11,895.50	Revenue	Correcting Invoice Coding Error in Prior FY
7140H	23000	2122	Lincoln Park	\$ 11,895.50	Expense	Correcting Invoice Coding Error in Prior FY
6989H	20180	2263	DRI Grant (Comfort Station)	\$ (27,392.75)	Expense	Correcting Invoice Coding Error in Prior FY
6989H	3897	2263	DRI Grant (Comfort Station)	\$ (27,392.75)	Revenue	Correcting Invoice Coding Error in Prior FY
7140H	23000	2122	Lincoln Park	\$ 27,392.75	Expense	Correcting Invoice Coding Error in Prior FY
7140H	3897	2122	Lincoln Park	\$ 27,392.75	Revenue	Correcting Invoice Coding Error in Prior FY
8730	46000	1127	Contracted Services - Tree Planting	\$ (34,443.75)	Expense	Moving from operating budget to Tree Fund
A	031	1127	Tree Fund	\$ 34,443.75	Balance Sheet	Moving from operating budget to Tree Fund

**City of New Rochelle**  
Development

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**MEMORANDUM**

**To:** Honorable Mayor and City Council  
**Thru:** Wilfredo Melendez, City Manager  
**Date:** December 2, 2025  
**From:** Adam Salgado, Development Commissioner  
**Subject:** PROPOSED AUTHORIZATION TO SUBMIT APPLICATION TO NEW YORK STATE UNDER THE ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM – Resolution authorizing the City Manager to submit an application to New York State Department of Transportation under the Federal Transit Administration’s (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310)

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**Background:**

New York State Department of Transportation is soliciting applications for funding under the Federal Transit Administration’s (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310).

The goal of the Section 5310 Program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding the transportation mobility options available, including capital projects that require a 20% applicant match.

**Issue:**

The City seeks to submit a competitive application for funding to support accessibility improvements along North Avenue, particularly those near public transit facilities in the amount of approximately ~\$5,000,000, plus a matching amount of ~1,250,000 for a total project cost of ~\$6,250,000.

Authorization from the City Council is required to commit matching funds, formally submit the application, execute associated documents, and commit to compliance with the program’s administrative requirements should an award be made.

**Recommendation:**

Staff recommends that the City Council adopt a resolution authorizing the City Manager and their designee to:

1. Submit an application to New York State Department of Transportation under the Federal Transit Administration's (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310);
2. Execute all required certifications and application materials;
3. Commit to the City's 20% match totaling ~\$1,250,000; and
4. Take all necessary actions to facilitate award acceptance and implementation, if funding is granted.

**Attachments:**

None

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## LEGISLATION

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RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION UNDER THE FEDERAL TRANSIT ADMINISTRATION'S ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM (SECTION 5310), AND COMMITTING THE CITY'S MATCHING FUNDS.

WHEREAS, the New York State Department of Transportation is soliciting applications for funding under the Federal Transit Administration's (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310); and

WHEREAS, the Section 5310 Program is intended to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding the transportation mobility options, including capital projects requiring a twenty percent (20%) local match; and

WHEREAS, the City of New Rochelle seeks to submit a competitive application for approximately \$5,000,000 in federal funding to support accessibility improvements along North Avenue, including improvements near public transit facilities, with a required City match of approximately \$1,250,000, for a total estimated project cost of approximately \$6,250,000; now, therefore,

BE IT RESOLVED that the City Manager is hereby authorized to submit an application to the New York State Department of Transportation under the Federal Transit Administration's Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310); and

BE IT FURTHER RESOLVED that the City commits to providing the required twenty percent (20%) local match in the approximate amount of \$1,250,000; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to prepare, execute, and submit all necessary documentation in connection with the program application and to take any and all actions necessary to effectuate the intent of this resolution.

**City of New Rochelle**  
City Clerk

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**MEMORANDUM**

**To:** Honorable Mayor and City Council  
**Thru:** Wilfredo Melendez, City Manager  
**Date:** December 2, 2025  
**From:** Kim B. Jones, City Clerk  
**Subject:** PROPOSED APPOINTMENT OF DEPUTY MAYOR - YEAR 2026 -  
Resolution designating City Council Member David Peters as Deputy Mayor  
for Year 2026.

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**Background:**  
The designation of Deputy Mayor for Year 2026 - to be considered by City Council in  
December, 2025.

**Attachments:**  
None

**RESOLUTION NUMBER: 2025-185**  
**MEETING DATE: December 2, 2025**

**Item # 10.**

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## LEGISLATION

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RESOLUTION DESIGNATING CITY COUNCIL  
MEMBER \_\_\_\_\_ AS DEPUTY MAYOR FOR  
THE YEAR 2026.

BE IT RESOLVED by the Council of the City of New Rochelle:

Section 1. Council Member, \_\_\_\_\_, a member of the City Council of New Rochelle, is hereby designated Deputy Mayor for the year 2026.

Section 2. Council Member, \_\_\_\_\_, shall perform the duties of the Mayor of the City of New Rochelle during the absence or disability of the Mayor for the effective period of this designation.