



**Honorable Mayor and City Council Agenda
1st Floor Council Conference Room, City Hall
City of New Rochelle
Regular Legislative Meeting
Tuesday, April 21, 2026
6:15 PM**

Pledge of Allegiance

Roll Call

Approval of Minutes

1. Regular Legislative Meeting, Tuesday, February 17, 2026; Committee of the Whole Session, Tuesday, March 10, 2026.

Submission of Minutes

Regular Legislative Meeting, Tuesday, March 17, 2026; Committee of the Whole Session, Tuesday, April 14, 2026.

Presentation

Legislation in Voting Order

Consent Agenda

2. NEGATIVE DECLARATION RE: THE AUTHORIZATION TO NEGOTIATE AND ACQUIRE PARCEL 38 FIRST STREET, NEW ROCHELLE, NEW YORK 10801 - Resolution issuing a Negative Declaration of Environmental Significance under the regulations promulgated by the New York State Department of Environmental Conservation and directing compliance with same relative to the authorization to negotiate and acquire the parcel 38 First Street, New Rochelle, NY 10801.
3. PROPOSED AMENDMENT TO THE CODE OF THE CITY OF NEW ROCHELLE RE: PROPERTY TAX EXEMPTION FOR VETERANS WITH 100% SERVICE-RELATED DISABILITY - Ordinance amending Article IV, Veterans Alternative Exemption, §288-14, Limitations of Exemption, and §288-14.1, Cooperative Corporation Exemption, of Chapter 288, Taxation, of the Code of the City of New Rochelle.
4. PROPOSED AUTHORIZATION TO EXECUTE INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY RE: BPL-26 STORM WATER MANAGEMENT LAW FUNDING - Ordinance authorizing the City Manager to execute an Intermunicipal Agreement with the County of Westchester relative to the BPL-26 Storm Water Management Law funding for Sub-Basin 5 Stormwater Improvements; and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

5. PROPOSED ACCEPTANCE OF NEW YORK STATE DORMITORY AUTHORITY (DASNY) STATE AND MUNICIPALITIES (SAM) GRANT AWARDS FOR RESERVOIR NO. 1 LAKE ISLE DAM - Ordinance authorizing the City Manager to execute a Grant Agreement with the New York State Dormitory Authority (DASNY) relative to grant awards for Reservoir No. 1 Lake Isle Dam; and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.
6. PROPOSED AMENDMENT TO THE 2026 BUDGET RE: NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES (DHSES) TACTICAL TEAM GRANT - Ordinance accepting the New York State Department of Homeland Security and Emergency Services (DHSES) Tactical Team Grant Award in the amount of \$75,000, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.
7. PROPOSED AMENDMENT TO THE 2026 BUDGET RE: NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES (DHSES) EXPLOSIVE DETECTION CANINE TEAM GRANT - Ordinance accepting the New York State Department of Homeland Security and Emergency Services (DHSES) Explosive Detection Canine Team Grant Award in the amount of \$60,000, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.
8. PROPOSED ACCEPTANCE OF ADDITIONAL NEW YORK STATE OFFICE OF MENTAL HEALTH (OMH) CARES UP GRANT PROGRAM FUNDING - Ordinance authorizing the City Manager to accept additional CARES UP Grant Award funding for the City of New Rochelle Fire Department; and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026 (Correction of Legislation No. 2026-18).
9. PROPOSED AMENDMENT TO THE 2026 BUDGET (CAPITAL BUDGET) — Ordinance amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, relative to the City's Capital Budget (Includes Amendment from April 14, 2026, COW).
10. PROPOSED TRANSFER OF CITY COUNCIL MEMBER ALBERT TARANTINO'S STIPEND — Resolution authorizing the City Manager to transfer \$2,500 to the New Rochelle Fund for Educational Excellence and \$2,500 to the Hudson Park Children's Greenhouse from City Council Member Albert Tarantino's year 2025 stipend account.
11. PROPOSED AUTHORIZATION TO AWARD RFP SPECIFICATION NO. 5830 FOR CONSULTING SERVICES RELATED TO THE INNOVATIVE FINANCE & ASSET CONCESSION ASSET SCAN FOR THE RECONNECTING COMMUNITIES TRANSIT-ORIENTED DEVELOPMENT PROJECT – Resolution authorizing the City Manager to enter into an agreement with MPact Collective LLC to provide consulting services pursuant to RFP Specification No. 5830.

Resolutions

Ordinances

Public Hearings

Discussion Item(s)

Executive Session

Adjournment

City of New Rochelle
Law

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: April 21, 2026

From: Dawn Warren, Corporation Counsel

Subject: NEGATIVE DECLARATION RE: THE AUTHORIZATION TO NEGOTIATE AND ACQUIRE PARCEL 38 FIRST STREET, NEW ROCHELLE, NEW YORK 10801 - Resolution issuing a Negative Declaration of Environmental Significance under the regulations promulgated by the New York State Department of Environmental Conservation and directing compliance with same relative to the authorization to negotiate and acquire the parcel 38 First Street, New Rochelle, NY 10801.

Background: Resolution issuing a Negative Declaration of Environmental Significance under the regulations promulgated by the New York State Department of Environmental Conservation and directing compliance with same regarding the authorization to negotiate and acquire the parcel 38 First Street, New Rochelle, NY 10801.

Attachments:

1. The Short Environmental Assessment Form (SEAF) Parts 1-3 (1)

RESOLUTION NUMBER: 2026-44
MEETING DATE: April 21, 2026

Item # 2.

LEGISLATION

RESOLUTION ISSUING A NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE UNDER THE REGULATIONS PROMULGATED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND DIRECTING COMPLIANCE WITH SAME RELATIVE TO THE AUTHORIZATION TO NEGOTIATE AND ACQUIRE PARCEL 38 FIRST STREET, NEW ROCHELLE, NY 10801, FOR MUNICIPAL PARKING PURPOSES.

WHEREAS, this City Council declared itself Lead Agency for the environmental review of the actions to negotiate and acquire the parcel 38 First Street, New Rochelle, NY 10801; and

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

WHEREAS, this City Council, as Lead Agency, reviewed the Proposed Action and EAF prepared in conjunction therewith in accordance with the New York State Environmental Quality Review Act; now, therefore,

BE IT RESOLVED that this Council, as Lead Agency, based on the above-described environmental review and the contents of the EAF, hereby determines that the Proposed Action will not have a significant effect on the environment and hereby issues a Negative Declaration of Environmental Significance. An environmental impact statement shall not be required.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
City of New Rochelle			
Name of Action or Project: Acquisition of 38 First Street			
Project Location (describe, and attach a location map): 38 First Street, New Rochelle, NY 10801			
Brief Description of Proposed Action: The City of New Rochelle is pursuing the acquisition of a parcel of land located at 38 First Street (4-1272-0059). The purpose of the acquisition is to develop a surface parking lot to serve the needs of the community. The rectangular parcel is roughly sixty feet wide, one hundred feet deep, and 0.14 acres in area. The vacant parcel is generally flat and located in a transitional area between light industry and residential. Other commercial uses are located nearby on Union Avenue.			
Name of Applicant or Sponsor: City of New Rochelle		Telephone: E-Mail:	
Address: 515 North Avenue			
City/PO: New Rochelle		State: NY	Zip Code: 10801
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.14 acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Not applicable. _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Not applicable. _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Not applicable. _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

Shoreline Forest Agricultural/grasslands Early mid-successional

Wetland Urban Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ Any stormwater infrastructure will be directed into municipal conveyance systems. _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

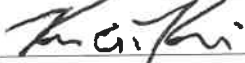
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: City of New Rochelle Date: 02/25/2026

Signature:  Title: Director of Planning and Sustainability

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

As shown in Parts I and II of this Short Environmental Assessment Form the acquisition and development of the subject site will not have an adverse impact on the environment.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City Council - City of New Rochelle

02/25/2026

Name of Lead Agency

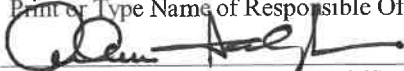
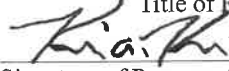
Date

Adam Salgado

Commissioner of Development

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

City of New Rochelle
Finance

MEMORANDUM

To: Honorable Mayor and City Council
Thru: Wilfredo Melendez, City Manager
Date: April 21, 2026
From: Alistair Featherstone, Finance Commissioner
Subject: PROPOSED AMENDMENT TO THE CODE OF THE CITY OF NEW ROCHELLE RE: PROPERTY TAX EXEMPTION FOR VETERANS WITH 100% SERVICE-RELATED DISABILITY - Ordinance amending Article IV, Veterans Alternative Exemption, §288-14, Limitations of Exemption, and §288-14.1, Cooperative Corporation Exemption, of Chapter 288, Taxation, of the Code of the City of New Rochelle.

Background:

The State of New York recently amended Real Property Tax Law Section 458 requiring a complete tax exemption for qualifying veterans with 100% service-related disability.

The primary residence of any seriously disabled veteran who:

- (a) (i) was discharged or released therefrom under honorable conditions;
(ii) has a qualifying condition (Post-Traumatic Stress Disorder, Traumatic Brain Injury, or Military Sexual Trauma), as defined in section one of the Veterans' Services Law and has received a discharge other than bad conduct or dishonorable from such service; or
(iii) is a discharged LGBT veteran, as defined in section one of the Veterans' Services Law, and has received a discharge other than bad conduct or dishonorable from such service; and
(b) (i) is considered to be permanently and totally disabled as a result of military service;
(ii) is rated one hundred percent disabled by the United States Department of Veterans Affairs;
(iii) has been rated by the United States Department of Veterans Affairs as individually unemployable; and
(iv) who is eligible for pecuniary assistance from the United States government, or has received pecuniary assistance from the United States government and has applied such assistance toward the acquisition or modification of a suitable housing unit with special features or movable facilities made necessary by the nature of

the veteran's disability, and the necessary land therefor, shall be fully exempt from taxation and special district charges, assessments and special ad valorem levies, provided that such veteran meets all other requirements listed above.

Per the attached NYS Legislation, this act shall take effect immediately and shall apply to assessment rolls based on taxable status dates occurring on and after October 1, 2026.

A qualifying veteran would have to apply for the exemption by December 1, 2026, for the next roll occurring on April 1, 2027. The exemption will take effect in the next tax cycle which begins September 1, 2027, with the first half of the school tax bill.

Issue:

Although no formal action is required by the City, staff recommend amending the City Code to incorporate this new property tax exemption for qualifying veterans with a 100% service-connected disability, consistent with prior practice.

Recommendation:

Staff recommends that the City Council approve the attached amendment to Section 288-14, Limitations of Exemption, and Section 288-14.1, Cooperative Corporation Exemption, of Chapter 288, Taxation, of the Code of the City of New Rochelle.

Attachments:

1. Assembly Bill A9448 (Signed by Governor)
2. Senate Bill S8803 (Signed by Governor)

LEGISLATION

ORDINANCE AMENDING ARTICLE IV,
VETERANS ALTERNATIVE EXEMPTION,
§288-14, LIMITATIONS OF EXEMPTION, AND
§288-14.1, COOPERATIVE CORPORATION
EXEMPTION, OF CHAPTER 288, TAXATION,
OF THE CODE OF THE CITY OF NEW
ROCHELLE.

BE IT ORDAINED by the City of New Rochelle:

Section 1. The Code of the City of New Rochelle, Section 288-14, Limitation of exemption, of Chapter 288, Taxation, of the Code of the City of New Rochelle is hereby amended as follows:

§ 288-14 Limitation of exemption.

The exemptions permitted by § 458-a of the Real Property Tax Law in Subdivision 2(a), (b), (c), and 11 thereof shall be limited as follows:

- A. For Subdivision 2(a), the sum applicable shall be \$75,000.
- B. For Subdivision 2(b), the sum applicable shall be \$50,000.
- C. For Subdivision 2(c), the cumulative sum applicable shall be \$250,000.

D. For Subdivision 11, if the applicant is a qualifying veteran who has been determined by the United States Department of Veterans Affairs to have a one hundred percent (100%) service-connected disability, as such exemption is set forth in state law, the applicant shall be exempt from City property taxes. This exemption shall apply only to qualifying residential real estate property that is the primary residence of the eligible veteran or other qualifying owner as provided in Real Property Tax Law § 458-a.

Section 2. The Code of the City of New Rochelle, Section 288-14.1, Cooperative corporation exemption, of Chapter 288, Taxation, of the Code of the City of New Rochelle is hereby amended as follows:

§ 288-14.1 Cooperative corporation exemption.

The exemptions permitted by § 458-a of the Real Property Tax Law in Subdivision 2(a), (b), (c), and 11 thereof as limited by § 288-14 of the Code of the City of New Rochelle shall apply to real property owned by a cooperative corporation in addition to other qualifying residential real property.

Matters underlined added.

STATE OF NEW YORK

9448

IN ASSEMBLY

January 6, 2026

Introduced by M. of A. PHEFFER AMATO -- read once and referred to the Committee on Real Property Taxation

AN ACT to amend the real property tax law, in relation to a real property tax exemption for veterans who have a one hundred percent service connected disability; and to amend a chapter of the laws of 2025 amending the real property tax law relating to establishing a real property tax exemption for veterans who have a one hundred percent service connected disability, as proposed in legislative bills numbers S. 1183 and A. 74, in relation to the effectiveness thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 11 of section 458-a of the real property tax
2 law, as added by a chapter of the laws of 2025 amending the real proper-
3 ty tax law relating to establishing a real property tax exemption for
4 veterans who have a one hundred percent service connected disability, as
5 proposed in legislative bills numbers S. 1183 and A. 74, is amended to
6 read as follows:

7 11. [~~A county, city, town, village or school district may adopt a~~
8 ~~local law or resolution to include~~] In addition to any other exemption
9 from taxation on real property which may be allowed to veterans pursuant
10 to the provisions of this chapter, including subdivision three of
11 section four hundred fifty-eight of this title, the primary residence of

12 any seriously disabled veteran who:

13 (a)(i) was discharged or released therefrom under honorable condi-
14 tions;

15 (ii) has a qualifying condition, as defined in section one of the
16 veterans' services law, and has received a discharge other than bad
17 conduct or dishonorable from such service; or

18 (iii) is a discharged LGBT veteran, as defined in section one of the
19 veterans' services law, and has received a discharge other than bad
20 conduct or dishonorable from such service; and

21 (b) (i) is considered to be permanently and totally disabled as a
22 result of military service;

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD00391-04-6

1 (ii) is rated one hundred percent disabled by the United States
2 department of veterans affairs;

3 (iii) has been rated by the United States department of veterans
4 affairs as individually unemployable; and

5 (iv) who is eligible for pecuniary assistance from the United States
6 government, or has received pecuniary assistance from the United States
7 government and has applied such assistance toward the acquisition or
8 modification of a suitable housing unit with special features or movable
9 facilities made necessary by the nature of the veterans' disability, and
10 the necessary ~~law~~ land therefor shall be fully exempt from taxation
11 and special district charges, assessments and special ad valorem levies,
12 provided that such veteran meets all other requirements of this section.

13 In no case shall the taxable assessed value of the property of a quali-
14 fying veteran be reduced below zero. Nothing contained herein shall be
15 construed to require or authorize the discontinuance of any exemption
16 granted pursuant to subdivision three of section four hundred fifty-
17 eight of this title.

18 § 2. Section 2 of a chapter of the laws of 2025 amending the real
19 property tax law relating to establishing a real property tax exemption
20 for veterans who have a one hundred percent service connected disabili-
21 ty, as proposed in legislative bills numbers S. 1183 and A. 74, is
22 amended to read as follows:

23 § 2. This act shall take effect immediately and shall apply to assess-
24 ment rolls ~~prepared~~ based on taxable status dates occurring on and
25 after ~~January 2~~ October 1, 2026.

26 § 3. This act shall take effect immediately; provided, however, that
27 section one of this act shall take effect on the same date and in the
28 same manner as a chapter of the laws of 2025 amending the real property
29 tax law relating to establishing a real property tax exemption for
30 veterans who have a one hundred percent service connected disability, as
31 proposed in legislative bills numbers S. 1183 and A. 74, takes effect.

STATE OF NEW YORK

8803

IN SENATE

January 8, 2026

Introduced by Sen. ADDABBO -- read twice and ordered printed, and when printed to be committed to the Committee on Rules

AN ACT to amend the real property tax law, in relation to a real property tax exemption for veterans who have a one hundred percent service connected disability; and to amend a chapter of the laws of 2025 amending the real property tax law relating to establishing a real property tax exemption for veterans who have a one hundred percent service connected disability, as proposed in legislative bills numbers S. 1183 and A. 74, in relation to the effectiveness thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 11 of section 458-a of the real property tax
2 law, as added by a chapter of the laws of 2025 amending the real proper-
3 ty tax law relating to establishing a real property tax exemption for
4 veterans who have a one hundred percent service connected disability, as
5 proposed in legislative bills numbers S. 1183 and A. 74, is amended to
6 read as follows:

7 11. [~~A county, city, town, village or school district may adopt a~~
8 ~~local law or resolution to include~~] In addition to any other exemption
9 from taxation on real property which may be allowed to veterans pursuant
10 to the provisions of this chapter, including subdivision three of
11 section four hundred fifty-eight of this title, the primary residence of

12 any seriously disabled veteran who:

13 (a)(i) was discharged or released therefrom under honorable condi-
14 tions;

15 (ii) has a qualifying condition, as defined in section one of the
16 veterans' services law, and has received a discharge other than bad
17 conduct or dishonorable from such service; or

18 (iii) is a discharged LGBT veteran, as defined in section one of the
19 veterans' services law, and has received a discharge other than bad
20 conduct or dishonorable from such service; and

21 (b) (i) is considered to be permanently and totally disabled as a
22 result of military service;

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD00391-04-6

1 (ii) is rated one hundred percent disabled by the United States
2 department of veterans affairs;

3 (iii) has been rated by the United States department of veterans
4 affairs as individually unemployable; and

5 (iv) who is eligible for pecuniary assistance from the United States
6 government, or has received pecuniary assistance from the United States
7 government and has applied such assistance toward the acquisition or
8 modification of a suitable housing unit with special features or movable
9 facilities made necessary by the nature of the veterans' disability, and
10 the necessary ~~law~~ land therefor shall be fully exempt from taxation
11 and special district charges, assessments and special ad valorem levies,
12 provided that such veteran meets all other requirements of this section.

13 In no case shall the taxable assessed value of the property of a quali-
14 fying veteran be reduced below zero. Nothing contained herein shall be
15 construed to require or authorize the discontinuance of any exemption
16 granted pursuant to subdivision three of section four hundred fifty-
17 eight of this title.

18 § 2. Section 2 of a chapter of the laws of 2025 amending the real
19 property tax law relating to establishing a real property tax exemption
20 for veterans who have a one hundred percent service connected disabili-
21 ty, as proposed in legislative bills numbers S. 1183 and A. 74, is
22 amended to read as follows:

23 § 2. This act shall take effect immediately and shall apply to assess-
24 ment rolls ~~prepared~~ based on taxable status dates occurring on and
25 after ~~January 2~~ October 1, 2026.

26 § 3. This act shall take effect immediately; provided, however, that
27 section one of this act shall take effect on the same date and in the
28 same manner as a chapter of the laws of 2025 amending the real property
29 tax law relating to establishing a real property tax exemption for
30 veterans who have a one hundred percent service connected disability, as
31 proposed in legislative bills numbers S. 1183 and A. 74, takes effect.

City of New Rochelle
Public Works

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: April 21, 2026

From: Alvaro Alfonso-Larrain, Public Works Commissioner

Subject: PROPOSED AUTHORIZATION TO EXECUTE INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY RE: BPL-26 STORM WATER MANAGEMENT LAW FUNDING - Ordinance authorizing the City Manager to execute an Intermunicipal Agreement with the County of Westchester relative to the BPL-26 Storm Water Management Law funding for Sub-Basin 5 Stormwater Improvements; and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

Background:

In Fall of 2025, Westchester County announced funding support for the City of New Rochelle under its BPL-26 Storm Water Management Law. Specifically, the County will reimburse up to 50 percent of eligible costs for the Subbasin 5 - Eastchester Road / White Oak Street / North Avenue stormwater improvements.

Issue:

In order to move forward with the BPL-26 funding, Westchester County requires the execution of an Intermunicipal Agreement.

The total estimated project cost is ~\$2,241,500. The County reimbursement is anticipated to be ~\$1,120,750 and City share to be ~\$1,120,750. The City’s share will be funded from the Citywide Drainage Improvement account.

Recommendation:

Staff recommends that the City Council authorize the City Manager to enter into an Intermunicipal Agreement with Westchester County, and authorize the City Manager to submit all necessary documentation for the project.

Staff also recommends that City Council authorize the following Budget Amendment to allow for these funds to be entered into the City's 2026 Budget.

Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, is hereby amended as follows:

Increase Revenue

8110H.2708.26045	Westchester County BPL-26	\$1,120,750
8110H.5710.26045	Bond Proceeds	\$1,120,750

Decrease Revenue

8110H.5710.2232	Bond Proceeds	(\$1,120,750)
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Increase Expense

8110H.20100.26045	Sewers/Drain Improvements	\$2,241,500
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Decrease Expense

8110H.20100.2232	Sewers/Drain Improvements	(\$1,120,750)
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Attachments:

- 1. BPL26 IMA - Sub Basin 5 NRO (12-4-25)

LEGISLATION

ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER RELATIVE TO THE BPL-26 STORM WATER MANAGEMENT LAW FUNDING FOR SUB-BASIN 5 STORMWATER IMPROVEMENTS, AND AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026.

WHEREAS, in the Fall of 2025, Westchester County announced funding support for the City of New Rochelle under its BPL-26 Storm Water Management Law, specifically, the County will reimburse up to 50 percent of eligible costs for the Subbasin 5 - Eastchester Road / White Oak Street / North Avenue stormwater improvements; and

WHEREAS, in order to move forward with the BPL-26 funding, Westchester County requires the execution of an Intermunicipal Agreement; and

WHEREAS, the total estimated project cost is \$2,241,500, the County reimbursement is anticipated to be \$1,120,750, and the City's share is to be \$1,120,750; and

WHEREAS, the City's share will be funded from the Citywide Drainage Improvement account; and

WHEREAS, the Department of Public Works recommends that the City Council authorize the City Manager to enter into an Intermunicipal Agreement with Westchester County, submit all necessary documentation for the project, and approve a Budget Amendment.

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

Section 1. The City Manager is hereby authorized to enter into an IMA with Westchester County for anticipated reimbursement of \$1,120,750 and take all the necessary steps to facilitate and implement the terms of the IMA and the scope of work appended to such agreement.

Section 2. Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, is hereby amended as follows:

Increase Revenue

8110H.2708.26045	Westchester County BPL-26	\$1,120,750
8110H.5710.26045	Bond Proceeds	\$1,120,750

Decrease Revenue

8110H.5710.2232 Bond Proceeds (\$1,120,750)

Increase Expense

8110H.20100.26045 Sewers/Drain Improvements \$2,241,500

Decrease Expense

8110H.20100.2232 Sewers/Drain Improvements (\$1,120,750)

AGREEMENT (“Agreement”), made the _____ 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”)

and

THE CITY OF NEW ROCHELLE, a municipal corporation of the State of New York, having an office and place of business at 515 North Avenue, New Rochelle, NY 10801, (hereinafter referred to as the “Municipality”).

RECITALS

WHEREAS, in response to serious flooding issues throughout Westchester County, in 2011 the County enacted the Westchester County Storm Water Management Law (“SWML”) to assist municipalities with storm water management (flood mitigation). See Laws of Westchester County Chapter 241, Article III-A, Sections 241.252-241.260. The SWML provides for the evaluation of flooding within the County through preparation of watershed “reconnaissance plans”, and the SWML authorizes County cooperation with municipalities, including funding assistance, to improve storm water management and reduce flooding. The SWML authorizes the creation of a Storm Water Advisory Board (the “SWAB”) to assist County municipalities in addressing flooding; and

WHEREAS, the SWML enables the County to partner with municipalities within Westchester County to provide funding for flood mitigation and/or flood damage reduction projects; and

WHEREAS, the SWML funding program is divided into “Phase I” funding and “Phase II” funding; and

WHEREAS, Phase I funding is up to fifty (50) percent toward the costs for the preparation of detailed design, specification and construction documents for flood mitigation and/or flood damage reduction projects; and

WHEREAS, Phase II funding is up to fifty (50) percent toward the costs for the implementation and construction of flood mitigation and/or flood damage reduction projects; and

WHEREAS, approval by the Board of Legislators for Phase I funding does not guarantee approval for Phase II funding; and

WHEREAS, the Municipality wishes to participate in the SWML funding program and has submitted an application to the County for Phase II financial assistance to address flooding problems within the Municipality; and

WHEREAS, a Storm Water Reconnaissance Plan has been prepared by the County departments of Planning and Public Works and Transportation pursuant to the SWML entitled the Storm Water Reconnaissance Plan for the Coastal Long Island Sound Watershed (the “Reconnaissance Plan”); and

WHEREAS, the Reconnaissance Plan was recommended by the SWAB to the County Executive and the Board of Legislators; and

WHEREAS, the Board of Legislators approved the Reconnaissance Plan on August 4th, 2014, pursuant to Act No. 134 - 2014; and

WHEREAS, the area of flooding for which the Municipality wishes to participate in the SWML funding program is identified in a study or as a flood problem area in the Reconnaissance Plan; and

WHEREAS, pursuant to the SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires to contribute Phase II funding to the costs of construction associated with new stormwater infrastructure to reduce flooding on residential and commercial properties within the area described as Sub-Basin 5 of the Stephenson Brook watershed in the City of New Rochelle (the “Project”); and

WHEREAS, the Municipality has prepared designs, specifications and construction documents for the Project and the Project has been presented to and received support from the County Stormwater Advisory Board.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be for a period commencing upon full execution hereof by both parties and approval of same by the Office of County Attorney, as evidenced by the date on the top of page 1 of this Agreement, and shall continue for a period equal to or greater than the life of any bonds issued by the County to fund the County's portion of the Project, which is estimated to be thirty (30) years.

ARTICLE II

TERMS OF PAYMENT, EASEMENT AND MUNICIPALITY REPRESENTATIONS

Section 2.0. Pursuant to the County's SWML funding program and in an effort to protect County-owned and/or managed infrastructure, assets and property, including the protection of County bridges, sanitary sewer and/or storm water pipes, and County parkland and other municipal and private property, the County desires at this time to contribute Phase II funding toward construction costs of the Project, including any final designs and construction documents. The Project is owned by the Municipality and consists of flood mitigation and/or flood damage reduction work. The scope of work for this Phase II funding agreement is more fully described in Schedule "A", attached hereto and made a part hereof. In consideration for the County's aforesaid contribution, the Municipality represents that

it shall complete the design, specification, construction documents and construction of the Project in accordance with Schedule “A” and all of the other terms of this Agreement.

The County agrees to finance the design, specification, construction documents and construction for the Project on a reimbursement basis. It is recognized and understood by the Municipality that at the time of execution of this Agreement, the County has obtained appropriations and bonding authority to finance up to \$1,120,750.00 for the construction of the Project. The County share of the construction of the Project shall not exceed that amount. Eligible project construction costs up to \$2,241,500.00 shall be paid fifty (50) percent by the County (up to \$1,120,750.00) and fifty (50) percent by the Municipality; provided, however, should the total eligible project construction costs be less than \$2,241,500.00, the County shall only be responsible for fifty (50) percent of the lesser amount. The Municipality shall be responsible for all costs in relation to the Project that exceed the County’s contribution set forth herein, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in connection with this Project except as herein expressly set forth.

The County does not provide or extend any warranty of fitness for a particular purpose or workmanship for any work undertaken in connection with, or paid under, this Agreement. Payment hereunder by the County shall operate as a release to the County from any and all obligations or liabilities in connection herewith to the Municipality, its contractor(s), or subcontractor(s) hereunder.

Section 2.1. The Municipality represents that within one (1) year of the date hereof that the “Flood Mitigation Criteria” developed by the SWAB and approved by the Board of Legislators will have been adopted in the Municipality’s appropriate land use regulations, guidelines and policies or in stand-alone form, and documentation of the adoption of such policies must be provided to and approved by the Commissioner of the County Department of Planning (“Planning Commissioner”). It is understood and agreed to by the Municipality that the payment of County funds under this Agreement for the Project is contingent upon the Municipality’s adoption of the aforesaid policies.

Section 2.2. The parties agree that all payments made by the County to the Municipality shall be on a reimbursement basis only. Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Project, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Planning Commissioner and the Commissioner of the Westchester County Department of Public Works and

Transportation (“DPWT Commissioner”). The Municipality agrees that it shall submit all documentation that the County may require to substantiate all requests for payment. 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 a *final* payment be made to the Municipality prior to completion of the Project and the approval of same by the Planning Commissioner and DPWT Commissioner. If at any time the Municipality shall neglect or fail to perform properly any of its obligations under this Agreement, the County shall have the right to withhold, in whole or in part, any payments otherwise due or to become due to the Municipality hereunder until such neglect or failure shall have been remedied to the reasonable satisfaction of the County.

Section 2.3. Prior to the construction of the Project, the Municipality agrees to convey to the County, its successors, and assigns a non-exclusive easement(s) (the “Easement(s)”) in, upon, under and over that portion of the Municipality’s property within which the Project is located (the “Property”), which Easement(s) shall be substantially in the form attached hereto and made a part hereof as Schedule “B”. The Municipality shall be solely responsible for obtaining any and all easements on non-Municipally-owned property needed in connection with the carrying out the Project and shall provide copies of said easements to the Planning Commissioner. Said easements shall name Westchester County as a Grantee solely for the purposes of carrying out the work needed to accomplish the Project and said easements shall be for a term equal to or greater than the life of any bonds issued by the County to fund the County’s portion of the Project.

Section 2.4. The Municipality represents warrants and guarantees that:

(a) It is a municipal corporation duly organized, validly existing under the laws of the State of New York; the execution and performance of this Agreement by the Municipality has been duly authorized by its governing body; this Agreement, and any other documents required to be delivered by the Municipality when so delivered, will constitute the legal, valid and binding obligations of the Municipality in accordance with their respective terms; and the Municipality will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing body authorizing the execution of this Agreement, and any other documents required to be delivered by the Municipality, including the aforesaid Easement;

(b) The person signing this Agreement on behalf of the Municipality has full authority to bind the Municipality to all of the terms and conditions of this Agreement pursuant to the resolution granting such authority by the Municipality's governing body, as noted above;

(c) It is financially and technically qualified to perform its obligations hereunder, including without limitation, full implementation of the Project; and

(d) The Municipality acknowledges that the County is acting in reliance on the above representations.

ARTICLE III

MANAGEMENT OF THE PROJECT

Section 3.0. The Municipality shall be responsible for all construction phases of the Project, including, but not limited to, any additional study or engineering necessary to fully comply with the requirements of the funding program, final engineering, specifications and designs, and all phases of construction and post-construction elements. The Municipality shall submit any required documentation, including additional engineering or progress reports, to the DPWT Commissioner or his duly authorized representative and to the Planning Commissioner or her duly authorized designee for review, and said design plans and specifications shall be mutually approved by all parties. The Municipality shall fully complete the project tasks as set forth in Schedule "A" and submit proof of such completion to the County for its review and approval on or before five (5) years from the date of the execution of this Agreement by all parties. Notwithstanding the foregoing, the parties may agree to a twelve (12) month extension of time for completion, subject to all necessary legal approvals for such extension of time. In the event that the Municipality fails to complete the scope of work set forth in Schedule "A" and submit proof of such completion to the County in a timely manner as set forth herein, including any twelve (12) month extension agreed to between the parties, it shall remit all funds disbursed hereunder to the County within thirty (30) days of receipt of written request from the County unless an extension of time for completion is mutually agreed to between the parties, subject to all necessary legal approvals for said extension of time.

Section 3.1. In connection with the Project, the Municipality shall obtain all required approvals and permits and promptly execute and comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and municipal governments of the County. The Municipality shall also comply with any and all sanitary rules and regulations of the State and County

Health Departments and with the State Environmental Quality Review Act. The Municipality shall comply with the aforementioned statutes, ordinances, rules, orders, regulations, codes and requirements in its implementation of the Project including, but not limited to management, operation, maintenance and supervision of same.

ARTICLE IV
FAIR AND AFFORDABLE HOUSING CONDITIONS

Section 4.0. The Municipality hereby commits to the County that it is in compliance with the terms and conditions set forth in the County’s Discretionary Funding Policy annexed hereto and forming a part hereof as Schedule “E” or has submitted documentation to the satisfaction of the County that the Municipality is not considered an eligible municipality under these requirements.

Section 4.1. As further consideration for the County’s financial contribution toward the Project, the Municipality certifies that it has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions and the Municipality is committed to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions.

Section 4.2. The Municipality agrees to offer to the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing (“AFFH”).

Section 4.3. The Municipality agrees to actively affirmatively further fair housing through its land use regulations and other affirmative measures to assist the development of affordable housing.

Section 4.4. The Municipality further agrees to market housing units that affirmatively further fair housing in accordance with Westchester County’s Affirmative Fair Housing Marketing Plan throughout the period of affordability.

Section 4.5. Nothing in this Agreement is intended to affect the County’s interest in the Project or release the Municipality from its obligations under the law with respect to affordable AFFH units.

Section 4.6. Should the Municipality fail to abide by any of the above conditions, the Municipality shall, upon thirty (30) days written notice by the County, refund any funds paid to the Municipality under this Agreement.

ARTICLE V
ACCOUNTING

Section 5.0. The Municipality shall cause accurate records and books of account to be maintained in which shall be entered all matters relating to this Agreement, including all liabilities thereof and all expenditures, and payments to any and all contractors or subcontractors involved in the Project. Such books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied and shall be kept at a location within Westchester County. The Municipality will provide the County with documentation, upon the County's request, in order to verify same. The County shall have the right to audit, inspect, examine and copy such books and records of the Municipality at all reasonable times during normal business hours at the office of the Municipality. The County's audit rights hereunder extend to all documents, reports, and records which relate to the Municipality's commitment to affirmatively further fair housing as described in Article IV herein.

ARTICLE VI
NOTICES

Section 6.0. 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, (with acknowledgement 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
Department of Planning
County of Westchester
148 Martine Avenue
White Plains, New York 1060

Commissioner
Department of Public Works and Transportation
County of Westchester
148 Martine Avenue
White Plains, New York 10601

with a copy to:

County Attorney
County of Westchester
148 Martine Avenue
Room 600
White Plains, New York 10601

To the Municipality:

City of New Rochelle
515 North Avenue
New Rochelle, New York 10801

with a copy to:

ARTICLE VII
INDEMNIFICATION

Section 7.0. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly from the Project, including any which may arise from a change in applicable laws, rules and regulations, that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of any of the following:

(a) Work. Any construction, repair, alteration, addition, replacement, restoration or improvement work done by or on behalf of the Municipality in, on or about the Project or any part thereof;

(b) Use. The use, occupation, condition, operation, maintenance, management, supervision or development of or providing security for all or any portion of the Project, or the affected portion thereof, by or on behalf of the Municipality, including without limitation, any liability with respect to any violations imposed by any governmental authorities in respect of any of the foregoing;

(c) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under the direction or control of the Municipality, or any of the Municipality's officers, agents, contractors, servants, employees, lessees or invitees in connection with this Agreement or the Project;

(d) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnitee, or property occurring in, on, or about the Project or any part thereof; or

(e) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement.

(f) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

Section 7.1. The Municipality hereby further acknowledges and agrees that it shall defend, indemnify and hold harmless the County for any "Environmental Damages" to the Property. "Environmental Damages" shall mean all claims, damages, demands losses, penalties, fines, fees, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorney's fees and disbursements and consultants' fees, any of which are incurred as the result of the existence of "Hazardous Material" or "Hazardous Waste" upon, beneath, or about the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of "Environmental Requirements" pertaining to the Property, regardless of whether the existence of such "Hazardous Materials" or "Hazardous Waste" or the violation of "Environmental Requirements" arose prior to the Municipality or County's ownership of the Property, including, without limitation:

(i) damages for personal injury, or injury to Property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition or rebuilding of any improvements of real property, interest and penalties;

(ii) fees incurred for the service of attorneys, consultants, contractors or experts, laboratories and all other costs incurred in connection with the investigation or remediation of such “Hazardous Materials” or “Hazardous Waste” or violation of “Environmental Requirements” including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make the full use of the Property or any other property or otherwise expended in connection with such conditions; and

(iii) liability to any third person or governmental agency to indemnify such person or agency for the costs expended in connection with the items referenced in subparagraph (ii) herein;

(iv) diminution in the value of the Property and damages for loss of business and restriction on the use of the Property or any part thereof.

Section 7.1.a. Definitions. For the purposes of this Agreement, the following definitions shall apply:

(1) “Hazardous Materials” or “Hazardous Waste” shall mean any substance:

(i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitations, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC §9601 (14) 42 USC §9602 and any “hazardous waste” as defined in or listed under the United States Solid Waste Disposal Act, as amended, 42 USC §6901(5), 42 USC §6921; or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of New York or any political subdivision thereof; or

(iv) the presence of which, on the Property, causes or threatens to cause a nuisance on the Property or to nearby properties or poses or threatens to pose a hazard to the health and safety of persons on, about or nearby the Property; or

(v) the presence of which on nearby properties would constitute a trespass by the owner of the Property; or

(vi) without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenols (PCBs), asbestos, or urea formaldehyde foam insulation.

(2) “Environmental Requirements” shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, the State of New York and the political subdivisions thereof; and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment.

Section 7.2. The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Project.

Section 7.3. 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 all or part of this Article, 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 all or part of this Article of the Agreement.

Section 7.4. This Article shall survive termination or expiration of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The Municipality shall submit documentation to the County demonstrating compliance with the State Environmental Quality Review Act and its implementing regulations (“SEQR”), including those activities that have been determined not to constitute an action as defined by

SEQR or activities determined to be Type II actions as defined by SEQR. The Municipality shall act as the lead agency for meeting the requirements of SEQR for any Unlisted or Type I action that is undertaken pursuant to this Agreement, unless otherwise directed by the Planning Commissioner. The Municipality shall include the County as an Involved Agency (as defined in SEQR) in all matters relating to SEQR and conduct a coordinated review where applicable.

Section 8.2. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 8.3. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 8.4. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement 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, and approved by the Office of the County Attorney.

Section 8.5. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.6. The Municipality shall comply with the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Municipality may, in lieu of procuring and maintaining the aforesaid insurance, elect to obtain such coverage through a program of self-insurance, which coverage and program shall be in accordance with generally accepted standards for similarly situated entities. In addition to the foregoing, the Municipality shall contractually ensure that all of its contractors, subcontractors and/or independent contractors

(individually a “Contractor” or collectively, the “Contractors”) that are engaged to construct the Project shall provide such insurance coverage as described in Schedule “C” naming as additional insured, the Municipality and the County and their respective officials (elected or otherwise), officers, employees and agents (collectively the “Additional Insureds”). The Municipality shall require, before the Project commences that each such insurance policy be endorsed to contain the following clauses: (a) the insurer shall have no right to recovery or subrogation against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents), it being the intention that the insurance policy shall protect both the insured and the Additional Insureds and be primary coverage for any and all losses covered by such insurance; (b) the clause “other insurance provisions” in any such insurance policy shall not apply to the Additional Insureds or their insurance policies; (c) the insurer issuing the policy shall have no recourse against the Additional Insureds (including their respective officials (elected or otherwise), officers, employees and agents) for payment of any premiums or for assessments under any form of policy; and (d) any and all deductibles in such insurance policy shall be assumed by and be for the account of, and at the sole risk of the Contractor.

Section 8.7. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

Section 8.8. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 8.9. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.10. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his/her individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 8.11. The parties represent that they have all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary action

on the part of the parties. The parties each agree to execute and deliver such further instruments and to seek such additional authority as may be required to carry out the intent and purpose of this Agreement, including providing the County with any necessary property interests in the Project in order for the County to fund the Project.

Section 8.12. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.13. Nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 8.14. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

Section 8.15. The Municipality agrees to comply with the terms set forth in Schedule “D”, attached hereto and made a part hereof, regarding Vendor Direct Payment Terms.

Section 8.16. The Municipality hereby acknowledges that any provision of this Agreement which requires consent of the County shall be subject to receipt by the County of any and all necessary legal approvals.

Section 8.17. No director, officer, employee, agent or other person authorized to act on behalf of the County shall have any personal liability in connection with this Agreement or any failure of the County to perform its obligations hereunder. No director, officer, employee, agent or other person authorized to act on behalf of the Municipality shall have any personal liability in connection with this Agreement or any failure of the Municipality to perform its obligations hereunder.

Section 8.18. The Municipality agrees to allow the County reasonable access to the Project, during normal business hours, to permit inspection and observation of the Project. The Municipality may require the County to provide reasonable notice prior to such inspection and observation.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF WESTCHESTER

By: _____
Blanca P. Lopez, M.S.
Commissioner of Planning

CITY OF NEW ROCHELLE

By: _____
Name:
Title:

Approved by the Board of Legislators of the County of Westchester by Act No. 2025-____
on the _____ day of _____, 2025

Approved by the City Council of the City of New Rochelle on the _____ day of _____, 2025.

Approved:

Sr. Assistant County Attorney
County of Westchester

SCHEDULE "A"
SCOPE OF WORK

The Scope of Work for the Project shall include any work associated with the following tasks. Funds may be moved between tasks, subject to prior review and approval by the County. Reimbursements will be made in accordance with the requirements and procedures specified in this agreement. The total amount reimbursed by the County shall not exceed the maximum amount stated herein.

Project Description:

The implementation of this project is intended to reduce flooding on residential and commercial properties in the area described as Sub Basin 5 of the Stephenson Brook watershed in the City of New Rochelle.

SOLUTION GROUP 5 - Construction Cost Estimates			
Item No.	Improvement Item Description	Total	County Share
1	Mobilization (4%)	\$54,576.60	\$27,288.30
2	Install New Standard Catch Basin with Frame & Grate	\$96,005.35	\$48,002.68
3	Install New Standard Drainage Manhole with Frame & Grate	\$79,669.67	\$39,834.84
4	24" HDPE Pipe	\$315,931.46	\$157,965.73
5	48" HDPE Pipe	\$176,132.89	\$88,066.45
6	Dewatering	\$6,292.19	\$3,146.09
7	Full Depth Pavement Restoration	\$256,826.62	\$128,413.31
8	Sawcut Pavement	\$27,295.06	\$13,647.53
9	Unclassified Excavation & Disposal	\$365,957.63	\$182,978.81
10	Dredge, widen channel	\$19,488.27	\$9,744.13
11	Diversion Chamber	\$1,993.96	\$996.98
12	Install New Outlet Structure	\$18,821.97	\$9,410.99
13	Maintenance and Protection of Traffic (2%)	\$27,288.30	\$13,644.15
14	Insurances & Bond (4.5%)	\$61,398.68	\$30,699.34
15	Escalation to Mid-Point of Contract, 4% per annum allowed 12 months (4%)	\$54,576.60	\$27,288.30
16	Contingency (30%)	\$425,697.50	\$212,848.75
Total Construction Cost:		\$1,987,952.75	\$993,976.38
Total Design Cost:		\$253,500.00	\$126,750.00
Total Project Cost (rounded):		\$2,241,500.00	\$1,120,750.00

SCHEDULE "B"
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made the ____ day of _____, 2025, by

CITY OF NEW ROCHELLE, a municipal corporation of the State of New York, having an office and place of business at 515 North Avenue, New Rochelle, NY 10801 ("Grantor"); and

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" and/or the "Grantee")

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the fee title of that certain portion of real property located within the area described as Sub-Basin 5 of the Stephenson Brook Watershed in the City of New Rochelle, New York, which real property is more particularly described in schedules "B-1" which are annexed hereto and made a part hereof (the "Subject Property").

That the Grantor in consideration of the sum of One (\$1.00) Dollar lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") in, on, over, under and through the Subject Property, as more particularly described in schedules "B-1", which is attached hereto and made a part hereof, for the purpose of accessing certain improvements known as the Project consisting of flood mitigation improvements and described in a separate Inter-municipal Agreement of even date between the Grantor and Grantee, to construct, operate, maintain, repair, replace, inspect, or restore the Project.

The Easement granted herein is subject to the following restrictions:

The Grantor covenants that, until such time as the Bonds (defined below) have matured or been fully redeemed, neither it, nor its successors or assigns, shall do anything, or allow anything to be done, which in the reasonable opinion of the County would injure, endanger, impede use of or impair the Project in any material respect, or the operation thereof, located within the Easement,

The Grantor acknowledges that the easement rights of the County granted herein regarding the Project Improvements constructed in, on, over, under or through the Easement shall encumber such Project Improvements for so long as the bonds of the County (the "Bonds"), which made funds available for said Project are outstanding, pursuant to the terms of the certain inter-municipal agreement by and between the Municipality and the County of even date herewith. The Grantee shall not interfere with or disturb the construction, use,

operation, maintenance or repair of any improvements now or hereafter situated within or upon the Project property.

The Easement shall run with the land and the provisions contained herein shall be binding upon and inure to the benefit of and be enforceable by the County, its successors and assigns until the Bonds have matured or been fully redeemed.

TO HAVE AND TO HOLD the Easement granted herein unto the County, its successors and assigns, until such time as the Bonds have matured or been fully redeemed.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

CITY OF NEW ROCHELLE

By: _____

COUNTY OF WESTCHESTER

By: _____

Blanca P. Lopez, M.S.
Commissioner – Planning Department

Record and Return to:

SCHEDULE "B-1"
EASEMENT BOUNDARY

SCHEDULE "C"

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 “D”
VENDOR DIRECT PAYMENT TERMS

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.

INSERT VENDOR DIRECT FORM

SCHEDULE “E”

County’s Discretionary Funding Policy attached hereto.

**WESTCHESTER COUNTY FAIR AND AFFORDABLE HOUSING
IMPLEMENTATION PLAN
August 9, 2010**

Appendix D-2(ii): Discretionary Funding Allocation Policy
as approved January 10, 2012

DISCRETIONARY FUNDING POLICY

In August 2009, Westchester County entered into a Stipulation and Order of Settlement and Dismissal in *US. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

(a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;

(b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and

(c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County to refund any Discretionary Funding paid to the Recipient Eligible Municipality.

City of New Rochelle
Public Works

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: April 21, 2026

From: Alvaro Alfonso-Larrain, Public Works Commissioner

Subject: PROPOSED ACCEPTANCE OF NEW YORK STATE DORMITORY AUTHORITY (DASNY) STATE AND MUNICIPALITIES (SAM) GRANT AWARDS FOR RESERVOIR NO. 1 LAKE ISLE DAM - Ordinance authorizing the City Manager to execute a Grant Agreement with the New York State Dormitory Authority (DASNY) relative to grant awards for Reservoir No. 1 Lake Isle Dam; and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

Background:

The City of New Rochelle has been awarded two (2) State and Municipalities (“SAM”) grants administered by the Dormitory Authority of the State of New York (DASNY) for the Reconstruction of Reservoir No. 1 (Lake Isle Dam):

- SAM Project ID #24872 – \$2,000,000
- SAM Project ID #25856 – \$2,100,000

These awards provide a combined \$4,100,000 in State funding to support critical dam and infrastructure improvements at Reservoir No. 1, a key regional water control asset.

Grant funding will support eligible capital costs associated with reconstruction activities, including construction and related improvements. As noted by DASNY, grant proceeds are limited to eligible capital expenses and cannot be used for ineligible costs such as internal labor, debt service, or advance payments.

The DASNY grant administration process requires submission of due diligence materials, including project information, certifications, financial documentation, and evidence of municipal site control. Additionally, the grant administration and reimbursement process may take several

months to over a year, and no reimbursement can occur until a formal Grant Disbursement Agreement (GDA) is executed with DASNY. All grant-funded activities are subject to State Environmental Quality Review Act (SEQRA) and State Historic Preservation Act (SHPA) requirements.

ISSUE

In order to proceed with execution of the Grant Disbursement Agreements, City Council needs to accept the awarded grant funds and delegate signing authority for all future grant documents.

RECOMMENDATION

Staff recommends that City Council:

- 1. Accept the DASNY grant awards in the amount of \$4,100,000 total;
- 2. Authorize the City Manager to execute and submit all necessary documents related to said grant award; and
- 3. Authorize the following Budget Amendment to allow for these funds to be entered into the City's 2025 Budget.

Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, is hereby amended as follows:

Increase Revenue

1490H.3002.2108 State Aid – DASNY SAM \$4,100,000

Increase Expense

1490H.23000.2108 Contract Services – DASNY SAM \$4,100,000

Attachments:

None

LEGISLATION

ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE NEW YORK STATE DORMITORY AUTHORITY (DASNY) RELATIVE TO GRANT AWARDS FOR RESERVOIR NO. 1 LAKE ISLE DAM, AND AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026.

WHEREAS, the City of New Rochelle has been awarded two (2) State and Municipalities (“SAM”) grants administered by the Dormitory Authority of the State of New York (DASNY) for the Reconstruction of Reservoir No. 1 (Lake Isle Dam):

- SAM Project ID #24872 – \$2,000,000
- SAM Project ID #25856 – \$2,100,000; and

WHEREAS, these awards provide a combined \$4,100,000 in State funding to support critical dam and infrastructure improvements at Reservoir No. 1, a key regional water control asset; and

WHEREAS, the grant funding will support eligible capital costs associated with reconstruction activities, including construction and related improvements; and

WHEREAS, the DASNY grant administration process requires submission of due diligence materials, including project information, certifications, financial documentation, and evidence of municipal site control; and

WHEREAS, the DASNY grant administration and reimbursement process may take several months to over a year, and no reimbursement can occur until a formal Grant Disbursement Agreement (GDA) is executed with DASNY; and

WHEREAS, City Council approval is required to formally accept the SAM grants awards, authorize execution of the grant agreement and related documents, and amend the City’s 2026 Budget.

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

Section 1. The City Council hereby accepts the DASNY grant awards in the total

amount of \$4,100,000.

Section 2. The City Manager is hereby authorized to execute and submit all agreements and related documentation necessary to implement and administer the grants in accordance with program requirements.

Section 3. Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, is hereby amended to appropriate the grant funds as follows:

Increase Revenue

1490H.3002.2108 State Aid – DASNY SAM \$4,100,000

Increase Expense

1490H.23000.2108 Contract Services – DASNY SAM \$4,100,000

Section 4. This Ordinance shall take effect immediately upon adoption.

City of New Rochelle
Police

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: April 21, 2026

From: Neil Reynolds, Police Commissioner

Subject: PROPOSED AMENDMENT TO THE 2026 BUDGET RE: NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES (DHSES) TACTICAL TEAM GRANT - Ordinance accepting the New York State Department of Homeland Security and Emergency Services (DHSES) Tactical Team Grant Award in the amount of \$75,000, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

Background:

The City of New Rochelle has been awarded \$75,000.00 in federal funding under the FY2023 Tactical Team Grant Program. Funding for this initiative is provided by the United States Department of Homeland Security (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Department of Homeland Security and Emergency Services (NYS DHSES).

This grant is to enhance the capabilities of our tactical team, the NRPD Critical Incident Unit, and to maintain SWAT accreditation with the State of New York. The funds will be used to purchase equipment and pay for overtime and training as needed to reach the equipment and training standards of SWAT accreditation as specified in the grant program directive. The performance period for this award is April 1, 2026 through August 31, 2027.

Issue:

In order to proceed with the related Grant Agreements, City Council needs to accept the awarded grant funds and delegate signing authority for all future grant documents. In addition, the City's 2026 Budget also needs to be amended.

Recommendation:

Staff recommends that the City Council accept the Tactical Team Grant Award and authorize the City Manager to execute all documents related to the grant disbursement.

Staff also recommends that City Council authorize the following Budget Amendment to allow for these funds to be entered into the City's 2026 Budget.

Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, is hereby amended as follows:

Increase Revenues:

3122-4389-26556	Federal Tactical Grant	\$75,000
-----------------	------------------------	----------

Increase Appropriations:

3122-14000-26556	Salaries (Overtime)	\$18,000
3122-8xxxx-26556	Benefits	\$7,000
3122-27000-26556	Equipment	\$43,700
3122-48500-26556	Training	\$6,300

Attachments:

1. FY2023 Tactical Team Grant Program Award Letter

LEGISLATION

ORDINANCE ACCEPTING NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES TARGETED TACTICAL TEAM GRANT, AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026, AND APPROPRIATING FUNDS THEREFOR (NEW ROCHELLE POLICE DEPARTMENT).

WHEREAS, the City has been awarded \$75,000 from the New York State Department of Homeland Security and Emergency Services (NYS DHSES) to enhance the capabilities of the Police Department’s tactical team and Critical Incident Unit and to maintain SWAT accreditation with the State of New York; and

WHEREAS, the funds shall be used to purchase equipment and pay for overtime needed to reach the equipment and training minimums of SWAT accreditation as specified in the grant program directives.

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

Section 1. The Council of the City of New Rochelle hereby accepts the NYS DHSES grant in the amount of \$75,000.

Section 2. Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, is hereby amended in order to provide for the acceptance and implementation of this \$75,000 grant, as follows:

Increase Revenues:

3122-4389-26556	Federal Tactical Grant	\$75,000
-----------------	------------------------	----------

Increase Appropriations:

3122-14000-26556	Salaries (Overtime)	\$18,000
3122-8XXXX-26556	Benefits	\$7,000
3122-27000-26556	Equipment	\$43,700
3122-48500-26556	Training	\$6,300



March 30, 2026

The Honorable Yadira Ramos-Herbert
Mayor, City of New Rochelle
515 North Avenue
New Rochelle, NY 10801

Dear Mayor Ramos-Herbert:

I am pleased to announce that the City of New Rochelle has been awarded \$75,000 in federal funding under the FY2023 Tactical Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is April 1, 2026 through August 31, 2027.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team's sustainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards.

Additionally, all capabilities developed through federal FY2023 SHSP funding are required to be deployable regionally and nationally per the federal guidelines. All funding through this grant program is subject to both New York State and federal guidelines and regulations. Finally, all training that is funded through this grant program must be submitted to DHSES within six (6) months of the date of this letter for review and approval.

In order to ensure these funds are made available as quickly as possible, a representative from the Grants Program Administration Unit of DHSES will be reaching out to your grant point of contact. If you have any questions about this program, please contact Eric Abramson, Director of Grants Program Administration at (518) 242-5108.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

Terence O'Leary
Acting Commissioner

City of New Rochelle
Police

MEMORANDUM

To: Honorable Mayor and City Council
Thru: Wilfredo Melendez, City Manager
Date: April 21, 2026
From: Neil Reynolds, Police Commissioner
Subject: PROPOSED AMENDMENT TO THE 2026 BUDGET RE: NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES (DHSES) EXPLOSIVE DETECTION CANINE TEAM GRANT - Ordinance accepting the New York State Department of Homeland Security and Emergency Services (DHSES) Explosive Detection Canine Team Grant Award in the amount of \$60,000, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

Background:

The City of New Rochelle has been awarded \$60,000.00 in federal funding under the FY2023 Explosive Detection Canine Team Grant Program. Funding for this initiative is provided by the United States Department of Homeland Security (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Department of Homeland Security and Emergency Services (NYS DHSES).

This grant is to provide for the sustainment, maintenance, and enhancement of the explosive detection canine team assets, through equipment, training, exercise, and planning projects that support terrorism prevention activities in the City. The performance period for this award is April 1, 2026 through August 31, 2027.

Issue:

In order to proceed with the related Grant Agreements, City Council needs to accept the awarded grant funds and delegate signing authority for all future grant documents. In addition, the City's 2026 Budget also needs to be amended.

Recommendation:

Staff recommends that the City Council accept the Tactical Team Grant Award and authorize the City Manager to execute all documents related to the grant disbursement.

Staff also recommends that City Council authorize the following Budget Amendment to allow for these funds to be entered into the City's 2026 Budget.

Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, is hereby amended as follows:

Increase Revenues:

3122-4389-26046	Federal Tactical Grant	\$60,000
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Increase Appropriations:

3122-14000-26046	Salaries (Overtime)	\$18,000
3122-8xxxx-26046	Benefits	\$7,000
3122-27000-26046	Equipment	\$28,700
3122-48500-26046	Training	\$6,300

Attachments:

1. FY2023 Explosive Detection Canin Team Grant Program Award Letter

LEGISLATION

ORDINANCE ACCEPTING NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES EXPLOSIVE DETECTION CANINE TEAM GRANT, AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026, AND APPROPRIATING FUNDS THEREFOR (NEW ROCHELLE POLICE DEPARTMENT).

WHEREAS, the City has been awarded \$60,000 from the New York State Department of Homeland Security and Emergency Services (NYS DHSES) to enhance the capabilities of the Police Department’s Explosive Detection Canine Team; and

WHEREAS, the funds shall be used for the sustainment, maintenance, and enhancement of the explosive detection canine team assets, through equipment, training, exercise, and planning projects that support terrorism prevention activities in the City.

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

Section 1. The Council of the City of New Rochelle hereby accepts the NYS DHSES grant in the amount of \$60,000.

Section 2. Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, is hereby amended in order to provide for the acceptance and implementation of this \$60,000 grant, as follows:

Increase Revenues:

3122-4389-26046 Federal Tactical Grant \$60,000

Increase Appropriations:

- 3122-14000-26046 Salaries (Overtime) \$18,000
- 3122-8XXXX-26046 Benefits \$7,000
- 3122-27000-26046 Equipment \$28,700
- 3122-48500-26046 Training \$6,300



March 30, 2026

The Honorable Yadira Ramos-Herbert
Mayor, City of New Rochelle
515 North Avenue
New Rochelle, NY 10801

Dear Mayor Ramos-Herbert:

I am pleased to announce that the City of New Rochelle has been awarded \$60,000 in federal funding under the FY2023 Explosive Detection Canine Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is April 1, 2026 through August 31, 2027.

As outlined in your application, this funding is provided for the sustainment, maintenance, and enhancement of your explosive detection canine team assets, through equipment, training, exercise, and planning projects that support terrorism prevention activities in your jurisdiction.

We encourage you to review the objectives of this targeted grant opportunity as we reach out to you to execute your contract. As a reminder, all grantees are required to be registered users of the Bomb Arson Tracking System (BATS), administered by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), to document the incidents to which their teams respond and the activities they perform.

Additionally, all capabilities developed through federal FY2023 SHSP funding are required to be deployable regionally and nationally per the federal guidelines. All funding is subject to both New York State and federal guidelines and regulations.

In order to ensure these funds are made available as quickly as possible, a representative from the Grants Program Administration Unit of DHSES will be reaching out to your grant point of contact. If you have any questions about this program, please contact Eric Abramson, Director of Grants Program Administration at (518) 242-5108.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

Terence O'Leary
Acting Commissioner

City of New Rochelle
Fire

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: April 21, 2026

From: Andrew Sandor, Fire Commissioner

Subject: PROPOSED ACCEPTANCE OF ADDITIONAL NEW YORK STATE OFFICE OF MENTAL HEALTH (OMH) CARES UP GRANT PROGRAM FUNDING - Ordinance authorizing the City Manager to accept additional CARES UP Grant Award funding for the City of New Rochelle Fire Department; and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026 (Correction of Legislation No. 2026-18).

Background:

On February 17, 2026, the City Council adopted Resolution No. 2026-18 accepting the New York State Office of Mental Health (OMH) CARES UP (Care, Advocacy, Resiliency, and Empowerment for Uniformed Personnel) grant award in the total amount of \$60,000, with \$30,000 allocated for the 2026 program year, and \$30,000 available for the 2027 program year.

Issue:

Following execution of the grant agreement and participation in a project kickoff meeting with the New York State Office of Mental Health and the Research Foundation for Mental Hygiene (RFMH), additional guidance was provided regarding eligible uses of funding—specifically expanding allowable training and development activities under the program and an additional \$10,000 in grant funding for both 2026 and 2027 program years.

Recommendation:

Staff recommends that City Council:

- 1) Accept the additional grant funding from the New York State Office of Mental Health CARES UP Grant Award in the total amount of \$20,000, with funding allocated at \$10,000 per year for the 2026 and 2027 program years;
- 2) Approve the following Budget Amendment to amend Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, to allow for the additional \$10,000 of 2026 funds to be entered into the City's 2026 Budget and additional \$10,000 funding for a total of \$40,000 for 2027 will be entered into the 2027 budget as a part of the annual budgeting process.

Staff recommends that City Council approve the following budget amendment to Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, to reflect the updated allocation of CARES UP grant funds and to correct account allocation:

Decreased Revenue:

3410-3960-26040 State Aid – NYS CARES UP Grant (\$30,000)

Decrease Expense:

- 3410-14000-26040 Salaries - Overtime - CARESUP (\$14,439)
- 3410-41500-26040 Functional Supplies - CARESUP (\$300)
- 3410-45500-26040 Printing & Advertising - CARESUP (\$300)
- 3410-48500-26040 Training & Development - CARESUP (\$9,400)
- 3410-82000-26040 Police & Fire Retirement - CARESUP (\$4,460)
- 3410-83000-26040 Social Security - CARESUP (\$892)
- 3410-83500-26040 Medicare - CARESUP (\$209)

Increase Revenue:

3419-3960-26040 State Aid – NYS CARES UP Grant \$40,000

Increase Expense:

- 3419-14000-26040 Salaries - Overtime - CARESUP \$5,000
- 3419-41500-26040 Functional Supplies - CARESUP \$300
- 3419-45500-26040 Printing & Advertising - CARESUP \$300
- 3419-46000-26040 Contracted Services – CARESUP \$10,000
- 3419-48500-26040 Training & Development - CARESUP \$22,474
- 3419-82000-26040 Police & Fire Retirement - CARESUP \$1,544
- 3419-83000-26040 Social Security - CARESUP \$309
- 3419-83500-26040 Medicare - CARESUP \$73

Attachments:

None

LEGISLATION

ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL CARES UP GRANT AWARD FUNDING FOR THE CITY OF NEW ROCHELLE FIRE DEPARTMENT, AND AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026 (CORRECTION OF LEGISLATION NO. 2026-18).

WHEREAS, the City of New Rochelle adopted Resolution No. 2026-18 accepting the New York State Office of Mental Health (OMH) CARES UP (Care, Advocacy, Resiliency, and Empowerment for Uniformed Personnel) grant award in the total amount of \$60,000, with \$30,000 allocated for the 2026 program year, and \$30,000 available for the 2027 program year; and

WHEREAS, following the execution of the grant agreement and participation in a project kickoff meeting with the New York State Office of Mental Health and the Research Foundation for Mental Hygiene (RFMH), additional guidance was provided regarding eligible uses of funding—specifically expanding allowable training and development activities under the program; and

WHEREAS, the City of New Rochelle will receive an additional grant award of Twenty Thousand Dollars (\$20,000), with an additional Ten Thousand Dollars (\$10,000) available in each program year over the two-year grant period (2026–2027); and

WHEREAS, grant funds will be administered through an executed contract between the City of New Rochelle and the Research Foundation for Mental Hygiene; and

WHEREAS, City Council approval is required to formally accept the grant award, authorize execution of the grant agreement and related documents, and amend the City’s 2026 Budget to recognize the Year 1 grant revenue and expenditures.

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

Section 1. The City Council hereby accepts the additional CARES UP grant award in the amount of \$20,000, including the additional \$10,000 for a total of \$40,000 for the 2026 program year, awarded to the City of New Rochelle for the benefit of the New Rochelle Fire Department.

Section 2. The City Manager is hereby authorized and directed to execute the CARES UP Grant Agreement with the Research Foundation for Mental Hygiene, as well as any related contracts, amendments, certifications, or documents necessary to implement the grant, subject to approval as to form by the Corporation Counsel.

Section 3. Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, is hereby amended to appropriate the grant funds as follows:

Decreased Revenue:

3410-3960-26040 State Aid – NYS CARES UP Grant (\$30,000)

Decrease Expense:

3410-14000-26040 Salaries - Overtime - CARESUP (\$14,439)

3410-41500-26040 Functional Supplies - CARESUP (\$300)

3410-45500-26040 Printing & Advertising - CARESUP (\$300)

3410-48500-26040 Training & Development - CARESUP (\$9,400)

3410-82000-26040 Police & Fire Retirement - CARESUP (\$4,460)

3410-83000-26040 Social Security - CARESUP (\$892)

3410-83500-26040 Medicare - CARESUP (\$209)

Increase Revenue:

3419-3960-26040 State Aid – NYS CARES UP Grant \$40,000

Increase Expense:

3419-14000-26040 Salaries - Overtime - CARESUP \$5,000

3419-41500-26040 Functional Supplies - CARESUP \$300

3419-45500-26040 Printing & Advertising - CARESUP \$300

3419-46000-26040 Contracted Services – CARESUP \$10,000

3419-48500-26040 Training & Development - CARESUP \$22,474

3419-82000-26040 Police & Fire Retirement - CARESUP \$1,544

3419-83000-26040 Social Security - CARESUP \$309

3419-83500-26040 Medicare - CARESUP \$73

Section 4. This Ordinance shall take effect immediately upon adoption.

City of New Rochelle
City Manager

MEMORANDUM

To: Honorable Mayor and City Council
Thru: Wilfredo Melendez, City Manager
Date: April 21, 2026
From: Wilfredo Melendez, City Manager
Subject: PROPOSED AMENDMENT TO THE 2026 BUDGET (CAPITAL BUDGET) — Ordinance amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, relative to the City's Capital Budget (Includes Amendment from April 14, 2026, COW).

Background:

On December 09, 2025, the City Council of New Rochelle adopted Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026. Included in the adopted ordinance is the City's Capital Budget. Staff in the City Manager's Office and the Departments of Finance 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 Capital Budget amendments attached hereto. These amendments include, but are not limited to, the following:

- Reallocation of Funding;
- Close out old Capital Projects.
- Correcting MUNIS Account Coding; and,
- Expanding the Approved Scope of Some Projects

Recommendation:

Staff recommends that Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, be amended as specified on the attached schedules and in accordance with City Code Chapter 75-1.

Attachments:

1. 2026 Capital Budget Council Memo Backup - 20260421

RESOLUTION NUMBER: 2026-51
MEETING DATE: April 21, 2026

Item # 9.

LEGISLATION

ORDINANCE AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026, RELATIVE TO THE CITY'S CAPITAL BUDGET.

WHEREAS, on December 09, 2025, the City Council of New Rochelle adopted Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026; and

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

WHEREAS, City staff has compiled the Capital Budget amendments attached hereto, which include, but are not limited to, the following:

- Reallocation of Funding;
- Close out old Capital Projects.
- Correcting MUNIS Account Coding; and,
- Expanding the Approved Scope of Some Projects

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

Section 1. Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026, be amended as specified on the attached schedules and in accordance with City Code Chapter 75-1.

Attachments:

1. 2026 Capital Budget Council Memo Backup - 20260421

Budget Adjustments						
REVISED FOR 04/21/2026 RLM						
Org	Object	Project	Description	Amount	Type	Notes
7020H	3897	7113	Maplewood Park - NYS Grant	\$ (225,000.00)	Revenue	Reallocating funds from Maplewood Park to Pinebrook Tennis Center for ADA Improvements (stairs and ramp) and Pickleball
7020H	9998	7113	Maplewood Park - GF Cash	\$ (30,000.00)	Revenue	
7020H	5710	24113	Maplewood Park - Bond Proceeds	\$ (117,258.13)	Revenue	
7020H	2710	24113	Maplewood Park - Bond Premium	\$ (9,047.62)	Revenue	
7020H	23000	24113	Maplewood Park	\$ (381,305.75)	Expense	
7140H	3002	2264	Pinebrook Tennis Center - NYS DASNY SAM Grant	\$ 225,000.00	Revenue	
7140H	9998	2264	Pinebrook Tennis Center - GF Cash	\$ 30,000.00	Revenue	
7140H	5710	2264	Pinebrook Tennis Center - Bond Proceeds	\$ 117,258.13	Revenue	
7140H	2710	2264	Pinebrook Tennis Center - Bond Premium	\$ 9,047.62	Revenue	
7140H	23000	2264	Pinebrook Tennis Center	\$ 381,305.75	Expense	
7020H	5710	24113	Maplewood Park - Bond Proceeds	\$ (92,836.73)	Revenue	Reallocating funds from Maplewood Park to Pinebrook Park for basketball court improvements and fencing.
7020H	2710	24113	Maplewood Park - Bond Premium	\$ (7,163.27)	Revenue	
7020H	23000	24113	Maplewood Park	\$ (100,000.00)	Expense	
7020H	5710	26047	Pinebrook Park Improvements - Bond Proceeds	\$ 92,836.73	Revenue	
7020H	2710	26047	Pinebrook Park Improvements - Bond Premium	\$ 7,163.27	Revenue	
7020H	23000	26047	Pinebrook Park Improvements	\$ 100,000.00	Expense	
1490H	23000	2097	Hudson Park Improvements	\$ (134,000.00)	Expense	Reallocating from Hudson Park to Five Island Pavillion
1490H	2770	2097	Hudson Park Improvements	\$ (134,000.00)	Revenue	
7020H	23000	25056	Five Islands Park Improvements	\$ 134,000.00	Expense	
7020H	2770	25056	Five Islands Park Improvements	\$ 134,000.00	Revenue	
1490H	3506	25013	Downtown Street Paving - State Touring Road	\$ (258,605.42)	Revenue	Reallocating leftover Touring Road funding to Citywide Paving
1490H	20150	25013	Downtown Street Paving	\$ (258,605.42)	Expense	
1490H	3506	25026	Citywide Paving - State Touring Road	\$ 258,605.42	Revenue	
1490H	20150	25026	Citywide Paving	\$ 258,605.42	Expense	
1490H	3589	24022	Downtown Street Paving - State Aid DOT	\$ (767,849.00)	Revenue	Correcting Object Account
1490H	3506	24022	Downtown Street Paving - State Touring Road	\$ 767,849.00	Revenue	
1490H	3589	24519	Citywide Paving - State Aid DOT	\$ (1,985,293.00)	Revenue	Correcting Object Account
1490H	3501	24519	Citywide Paving - CHIPS	\$ 1,497,313.00	Revenue	
1490H	3503	24519	Citywide Paving - EWR	\$ 230,321.00	Revenue	
1490H	3504	24519	Citywide Paving - POPS	\$ 257,659.00	Revenue	
1490H	5710	24022	Downtown Street Paving - Bond Proceeds	\$ (496,947.92)	Revenue	Reallocating leftover Downtown Paving funding to Citywide Paving
1490H	2710	24022	Downtown Street Paving - Bond Premium	\$ (38,367.88)	Revenue	
1490H	20150	24022	Downtown Street Paving	\$ (535,315.80)	Expense	
1490H	5710	24519	Citywide Paving - Bond Proceeds	\$ 496,947.92	Revenue	
1490H	2710	24519	Citywide Paving - Bond Premium	\$ 38,367.88	Revenue	
1490H	20150	24519	Citywide Paving	\$ 535,315.80	Expense	

1490H	4089	2519	Citywide Paving - ARPA	\$ (394,710.38)	Revenue	Added verbally at April 14, 2026 COW. Reallocating leftover ARPA Paving to 2024 Project Year.
1490H	20150	2519	Citywide Paving	\$ (394,710.38)	Expense	
1490H	4089	2519A	Citywide Paving - ARPA	\$ (22,883.05)	Revenue	
1490H	20150	2519A	Citywide Paving	\$ (22,883.05)	Expense	
1490H	4089	24519	Citywide Paving - ARPA	\$ 417,593.43	Revenue	
1490H	20150	24519	Citywide Paving	\$ 417,593.43	Expense	
1490H	3589	24261	Main Street Concrete Pavement Repairs (Exit 15 Interstate 95)	\$ (356,000.00)	Revenue	Correcting Object Code & Project Code
1490H	3506	2261	Main Street Concrete Pavement Repairs (Exit 15 Interstate 95)-State Touring Road	\$ 356,000.00	Revenue	
1490H	3897	2261	Main Street Concrete Pavement Repairs (Exit 15 Interstate 95)	\$ (800,000.00)	Revenue	Correcting Object Code
1490H	3506	2261	Main Street Concrete Pavement Repairs (Exit 15 Interstate 95)-State Touring Road	\$ 800,000.00	Revenue	
1490H	20150	2261	Main Street Concrete Pavement Repairs (Exit 15 Interstate 95)	\$ (121,559.59)	Expense	Close out project
1490H	3506	2261	Main Street Concrete Pavement Repairs (Exit 15 Interstate 95)-State Touring Road	\$ (121,559.59)	Revenue	
1490H	20150	26026	Citywide Paving	\$ 121,559.59	Expense	Reallocating Touring Road Funding to Paving
1490H	3506	26026	Citywide Paving - Touring Road	\$ 121,559.59	Revenue	
1490H	20160	2521	Tree Roots Damaged Sidewalk Repair	\$ (139,073.03)	Expense	Expanding use of funding to all sidewalks
1490H	XXXXX	2521	Tree Roots Damaged Sidewalk Repair	\$ (139,073.03)	Revenue	
1490H	20160	2521	Sidewalk Improvements	\$ 139,073.03	Expense	
1490H	XXXXX	2521	Sidewalk Improvements	\$ 139,073.03	Revenue	
1490H	20160	2521	Sidewalk Improvements	\$ (8,656.55)	Expense	Budget Cleanup
1490H	5031	2521	Sidewalk Improvements	\$ (8,656.55)	Revenue	
1490H	20100	2184	Sidewalks	\$ (21,677.16)	Expense	
1490H	5031	2184	Sidewalks	\$ (21,677.16)	Revenue	
1490H	20160	2184	Sidewalks	\$ 30,333.71	Expense	
1490H	5031	2184	Sidewalks	\$ 30,333.71	Revenue	
1490H	20160	24021	Curb Improvements	\$ (150,000.00)	Expense	Adding Sidewalks to Scope
1490H	9998	24021	Curb Improvements	\$ (150,000.00)	Revenue	
1490H	20160	24021	Curb & <u>Sidewalk</u> Improvements	\$ 150,000.00	Expense	
1490H	9998	24021	Curb & <u>Sidewalk</u> Improvements	\$ 150,000.00	Revenue	
8730H	23010	24538	NYSDEC Ash Tree Management Grant	\$ 41,600.00	Expense	Moving to Capital Account for Rollover Purposes. Grant was accepted via Legislation 2024-146
8730H	3897	24538	NYSDEC Ash Tree Management Grant	\$ 41,600.00	Revenue	
6989	5038	23129	INTRFND REV T&A	\$ (699,285.00)	Revenue	Correcting Object Code
6989	5042	23129	INTRFND CBB 1113	\$ 699,285.00	Revenue	
7140H	23000	7107	Flowers IDA	\$ (600,000.00)	Expense	Close out account. Charged in separate Ida account.
7140H	4960	7107	Flowers IDA	\$ (450,000.00)	Revenue	
7140H	5038	7107	Flowers IDA	\$ (150,000.00)	Revenue	
3120H	24000	23155	PD-Security Enhancements	\$ (11,400.00)	Expense	
3120H	4089	23155	PD-Security Enhancements	\$ (11,400.00)	Revenue	
1490H	23100	23123	Vehicle Replacement	\$ 12,529.56	Expense	

1490H	4089	23123	Vehicle Replacement	\$ 12,529.56	Revenue
1620H	20000	23127	Vehicle Replacement	\$ (0.17)	Expense
1620H	4089	23127	Vehicle Replacement	\$ (0.17)	Revenue
3120H	20250	23147	PD-Building Improvements	\$ (5,939.12)	Expense
3120H	4089	23147	PD-Building Improvements	\$ (5,939.12)	Revenue
5110H	20000	23116	Normandy Lane	\$ (1,000.00)	Expense
5110H	4089	23116	Normandy Lane	\$ (1,000.00)	Revenue
1490H	20000	23107	Engineering Department Renovations	\$ (0.34)	Expense
1490H	4089	23107	Engineering Department Renovations	\$ (0.34)	Revenue
3120H	24000	7130	Police Community Engagement Vehicle	\$ (2,900.00)	Expense
3120H	4089	7130	Police Community Engagement Vehicle	\$ (2,900.00)	Revenue
3120H	23100	2196	Vehicle Replacement	\$ (28.33)	Expense
3120H	4089	2196	Vehicle Replacement	\$ (28.33)	Revenue
7020H	23100	23124	Vehicle Replacement	\$ (10,210.18)	Expense
7020H	4089	23124	Vehicle Replacement	\$ (10,210.18)	Revenue
1490H	20000	2166	Mascaro Boys & Girls Club	\$ (104.01)	Expense
1490H	4089	2166	Mascaro Boys & Girls Club	\$ (104.01)	Revenue
3410H	20000	23102	Fire Station Improvements (Doors, Windows, HVAC, Plumbing, Electrical, General Renovations)	\$ 10,933.76	Expense
3410H	4089	23102	Fire Station Improvements (Doors, Windows, HVAC, Plumbing, Electrical, General Renovations)	\$ 10,933.76	Revenue
3120H	20000	23122	Officer Safety Plan (In Car/Body Cam, Training)	\$ 8,073.07	Expense
3120H	4089	23122	Officer Safety Plan (In Car/Body Cam, Training)	\$ 8,073.07	Revenue
7020H	23000	7112	Five Islands Improvement	\$ 45.76	Expense
7020H	4089	7112	Five Islands Improvement	\$ 45.76	Revenue

ARPA Account Cleanups

City of New Rochelle
City Manager

MEMORANDUM

To: Honorable Mayor and City Council
Thru: Wilfredo Melendez, City Manager
Date: April 21, 2026
From: Wilfredo Melendez, City Manager
Subject: PROPOSED TRANSFER OF CITY COUNCIL MEMBER ALBERT TARANTINO'S STIPEND — Resolution authorizing the City Manager to transfer \$2,500 to the New Rochelle Fund for Educational Excellence and \$2,500 to the Hudson Park Children's Greenhouse from City Council Member Albert Tarantino's year 2025 stipend account.

Background:

Each year the City of New Rochelle Operating Budget includes an annual stipend, in the amount of \$5,000, for each of the six (6) City Council Members to be used towards City related business or allocation to local organizations.

Issue:

Council Member Albert Tarantino has requested that his 2025 stipend be allocated as follows:

- \$2,500 to the New Rochelle Fund for Educational Excellence
- \$2,500 to the Hudson Park Children's Greenhouse

Recommendation:

Staff recommends that City Council adopt a resolution authorizing the City Manager to transfer City Council Member Albert Tarantino’s stipend per above.

Funding:

Funding is available in MUNIS Account 1010.45000.

Attachments:

None

RESOLUTION NUMBER: 2026-52

Item # 10.

MEETING DATE: April 21, 2026

LEGISLATION

RESOLUTION AUTHORIZING THE TRANSFER OF CITY
COUNCIL MEMBER ALBERT TARANTINO'S 2025
STIPEND FUNDS.

WHEREAS, each year the City of New Rochelle Operating Budget includes an annual stipend, in the amount of \$5,000, for each of the six (6) City Council Members to be used towards City-related business or allocation to local organizations; and

WHEREAS, City Council Member Albert Tarantino has requested that \$5,000 from 2025 be allocated from his stipend account as follows:

- \$2,500 to the New Rochelle Fund for Educational Excellence
- \$2,500 to the Hudson Park Children's Greenhouse

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of New Rochelle hereby authorizes the City Manager to transfer \$2,500 to the New Rochelle Fund for Educational Excellence and \$2,500 to the Hudson Park Children's Greenhouse from City Council Member Albert Tarantino's 2025 stipend account.

BE IT FURTHER RESOLVED, that such transfers shall be charged to MUNIS Account No. 1010.45000.

City of New Rochelle
Development

MEMORANDUM

To: Honorable Mayor and City Council
Thru: Wilfredo Melendez, City Manager
Date: April 21, 2026
From: Adam Salgado, Development Commissioner
Subject: PROPOSED AUTHORIZATION TO AWARD RFP SPECIFICATION NO. 5830 FOR CONSULTING SERVICES RELATED TO THE INNOVATIVE FINANCE & ASSET CONCESSION ASSET SCAN FOR THE RECONNECTING COMMUNITIES TRANSIT-ORIENTED DEVELOPMENT PROJECT – Resolution authorizing the City Manager to enter into an agreement with MPact Collective LLC to provide consulting services pursuant to RFP Specification No. 5830.

Background:

On November 19, 2024, the City Council adopted legislation accepting a \$1,000,000 grant from the U.S. Department of Transportation Build America Bureau’s Innovative Finance and Asset Concession (IFAC) Grant Program for the City of New Rochelle’s Reconnecting Communities Transit-Oriented Development Project and amended the City’s 2024 budget to appropriate those funds.

As described in the legislation, the purpose of the IFAC grant is to enable the City to retain expert consultants to evaluate transit-oriented development opportunities, identify strategies to leverage public and private investment, and advance economic revitalization that reconnects historically disadvantaged communities with the Downtown core.

To implement this Council-authorized initiative, the City issued Request for Proposals (RFP) Specification No. 5830 seeking consulting services to perform an IFAC Scan in support of the City’s Reconnecting Communities Transit-Oriented Development (TOD). The Asset Scan will identify, map, and evaluate City-controlled assets to assess opportunities for transit-oriented development, innovative financing strategies, and potential public-private partnerships supporting the City’s ongoing downtown revitalization and mobility initiatives.

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter

into an agreement with MPact Collective LLC, with subconsultants Propvizer and Sentient, to provide consulting services for the Innovative Finance & Asset Concession Asset Scan pursuant to RFP Specification No. 5830, funded through the U.S. Department of Transportation Build America Bureau IFAC technical assistance grant.

Funding:

Funding is available in MUNIS account 6989H.20000.24543.

Attachments:

1. November 19, 2024 Legislation - 2024-181

LEGISLATION

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MPACT COLLECTIVE LLC TO PROVIDE CONSULTING SERVICES.

WHEREAS, on November 19, 2024, the City Council adopted legislation accepting a \$1,000,000 grant from the U.S. Department of Transportation Build America Bureau’s Innovative Finance and Asset Concession (“IFAC”) Grant Program for the City of New Rochelle’s Reconnecting Communities Transit-Oriented Development Project and amended the City’s 2024 budget to appropriate those funds; and

WHEREAS, the purpose of the IFAC grant is to enable the City to retain expert consultants to evaluate transit-oriented development opportunities, identify strategies to leverage public and private investment, and advance economic revitalization that reconnects historically disadvantaged communities with the Downtown core; and

WHEREAS, to implement this Council-authorized initiative, the City issued Request for Proposals (RFP) Specification No. 5830 seeking consulting services to perform an IFAC Asset Scan in support of the City’s Reconnecting Communities Transit-Oriented Development (TOD) Project; and

WHEREAS, the Asset Scan will identify, map, and evaluate City-controlled assets to assess opportunities for transit-oriented development, innovative financing strategies, and potential public-private partnerships supporting the City’s ongoing downtown revitalization and mobility initiatives; and

WHEREAS, following the RFP process, MPact Collective LLC, with subconsultants Propvizer and Sentient, was selected as the most qualified firm to provide the required consulting services; and

WHEREAS, selection of the vendor through the RFP process is subject to approval by the City Council as a condition of the grant; and

WHEREAS, funding for these services is available in MUNIS account 6989H.20000.24543.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Rochelle hereby authorizes the City Manager to enter into an agreement with MPact Collective LLC, together with its subconsultants Propvizer and Sentient, to provide consulting services for the Innovative Finance & Asset Concession Asset Scan pursuant to RFP Specification No. 5830.

City of New Rochelle
Development

MEMORANDUM

TO: Honorable Mayor and City Council
THRU: Wilfredo Melendez, Acting City Manager
FROM: Adam Salgado, Commissioner of Development
DATE: November 19, 2024
SUBJECT: PROPOSED ACCEPTANCE OF GRANT AWARD RE: UNITED STATES DEPARTMENT OF TRANSPORTATION INNOVATIVE FINANCE AND ASSET CONCESSION GRANT PROGRAM - Ordinance Accepting the United States Department of Transportation’s Build America Bureau's Innovative Finance and Asset Concession Grant Program Award; and amending Ordinance No. 216 of 2023, the Budget of the City of New Rochelle for 2024

BACKGROUND

The City has been notified that it is being awarded its grant application through the U.S. Department of Transportation’s Build America Bureau Innovative Finance and Asset Concession (IFAC) Grant Program in the amount of \$1,000,000 for the City of New Rochelle Reconnecting Communities Transit-Oriented Development Project. There is no municipal cost-share.

These grant funds will enable the City to retain expert consultants for evaluating future transit-oriented development opportunities that promote economic revitalization and serve to reconnect local historically disadvantaged communities with the Downtown core. The goal is to leverage public and private investments within the designated area, generally between Lincoln Avenue and Main Street, and between Webster and North Avenues, complementing existing and future projects and initiatives, including the LINC, the Transit Center, the Vanguard District, and other qualified municipal assets.

ISSUE

In order to proceed with a Grant Agreement, City Council needs to accept the awarded grant funds and delegate signing authority for all future grant documents.

RECOMMENDATION

Staff recommends that City Council accept the IFAC grant award and authorize the City Manager to execute and submit all necessary documents related to the City of New Rochelle Reconnecting Communities Transit Oriented Development Project.

Staff also recommends that City Council authorize the Budget Amendment identified below in order to add the IFAC Grant funding to the 2024 City Budget.

FUNDING

In order to add the IFAC Grant funding to the 2024 City Budget, Ordinance No. 216 of 2023, the Budget of the City of New Rochelle for 2024, is hereby amended as follows:

Increase Appropriation

6989H.20000.24543	US DOT IFAC GRANT	\$1,000,000
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Increase Revenue

6989H.4389.24543	US DOT IFAC GRANT	\$1,000,000
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FOR REFERENCE ONLY

LEGISLATION

ORDINANCE ACCEPTING UNITED STATES DEPARTMENT OF TRANSPORTATION INNOVATIVE FINANCE AND ASSET CONCESSION GRANT IN THE AMOUNT OF \$1,000,000, AMENDING ORDINANCE NO. 216 OF 2023, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2024, AND APPROPRIATING FUNDS THEREFOR.

WHEREAS, the City has been awarded a grant from the U.S. Department of Transportation’s Build America Bureau Innovative Finance and Asset Concession (IFAC) Grant Program in the amount of \$1,000,000 for the City of New Rochelle Reconnecting Communities Transit-Oriented Development Project at no municipal cost-share; and

WHEREAS, these grant funds will enable the City to retain expert consultants for evaluating future transit-oriented development opportunities that promote economic revitalization and serve to reconnect local historically disadvantaged communities with the Downtown core; now therefore,

BE IT ORDAINED by the City of New Rochelle:

Section 1. The Council of the City of New Rochelle hereby accepts the U.S. Department of Transportation’s Build America Bureau Innovative Finance and Asset Concession (IFAC) Grant in the amount of \$1,000,000.

Section 2. Ordinance No. 216 of 2023, the Budget of the City of New Rochelle for 2024, is hereby amended in order to provide for the acceptance and implementation of this \$1,000,000 grant, as follows:

Increase Appropriation

6989H.20000.24543 US DOT IFAC GRANT \$1,000,000

Increase Revenue

6989H.4389.24543 US DOT IFAC GRANT \$1,000,000