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

Pledge of Allegiance

Roll Call

Approval of Minutes

1. Regular Legislative Meeting, Tuesday, June 16, 2026; Committee of the Whole Session, Tuesday, July 14, 2026.

Submission of Minutes : Regular Legislative Meeting, Tuesday, July 21, 2026; Committee of the Whole Session, Tuesday, September 8, 2026.

Presentation

Legislation in Voting Order

Consent Agenda

2. BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $268,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $268,000 bonds of the City Of New Rochelle, New York to finance the acquisition of land or rights in land, including a property located at 38 First Street, in and for said City.

3. BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $100,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $100,000 bonds of the City of New Rochelle, New York to finance various improvements at City Hall, in and for said City.

4. BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $100,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $100,000 bonds of the City of New Rochelle, New York to finance the rehabilitation and replacement of trees, including implementation of the Community Forest Management Plan, in and for said City.

5. BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $1,510,310 - Bond resolution dated September 15, 2026 authorizing the issuance of $1,510,310 bonds of the City of New Rochelle, New York to finance construction or reconstruction of various City roads and streets, including the implementation of the City-Wide Traffic Calming Program and Complete Streets Improvements at Pinebrook Boulevard, Lincoln Avenue, and Webster Avenue, in and for said City.

6. BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $200,000 - Bond resolution September 15, 2026 authorizing the issuance of $200,000 bonds of the City of New Rochelle, New York to finance improvements to street lighting poles, including painting, upgrading of power, and installation of LED modules, in and for said City.

7. BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $100,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $100,000 bonds of the City of New Rochelle, New York to finance the construction or reconstruction of parks or recreational areas, and improvements to streets, including street lighting and safety enhancements, in and for said City.

8. BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $2,228,864 - Bond resolution dated September 15, 2026 authorizing the issuance of $2,228,864 bonds of the City of New Rochelle, New York to finance the acquisition of trucks, vehicles or heavy machinery for construction or maintenance purposes, in and for said City.

9. BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $2,118,710 - Bond resolution dated September 15, 2026 authorizing the issuance of $2,118,710 bonds of the City of New Rochelle, New York to finance the acquisition of fire-fighting vehicles for use by the City's Fire Department, including the replacement of Engine 22, in and for said City.

10. BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $10,250,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $10,250,000 bonds of the City of New Rochelle, New York to finance City-Wide drainage improvements and emergency sewer improvements, in and for said City.

11. PROPOSED AUTHORIZATION TO NEGOTIATE AND ENTER INTO AN EASEMENT AGREEMENT - Resolution authorizing the City Manager to negotiate and execute an Easement Agreement with New York Transco LLC and New York Power Authority for temporary and permanent easements within City-owned rights-of-way.

12. PROPOSED AMENDMENT TO THE CODE OF THE CITY OF NEW ROCHELLE RE: ADDITION OF "STOP" INTERSECTIONS AT ATHERSTONE ROAD AND THORNBURY ROAD — Ordinance amending Chapter 312, Vehicles and Traffic, of the Code of the City of New Rochelle as it relates to Stop Intersections at Atherstone Road and Thornbury Road.

13. PROPOSED AMENDMENT TO THE CODE OF THE CITY OF NEW ROCHELLE RE: SCHOOL SPEED ZONE IN FRONT OF SALESIAN HIGH SCHOOL ON MAIN STREET - Ordinance amending Chapter 312, Vehicles and Traffic, of the Code of the City of New Rochelle relative to the addition of a School Speed Zone in front of Salesian High School on Main Street.

14. PROPOSED AMENDMENT TO THE 2026 BUDGET RE: NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION BOATING INFRASTRUCTURE GRANT PROGRAM — Ordinance accepting the New York State Office of Parks, Recreation and Historic Preservation Boating Infrastructure Grant Program Award in the amount of $1,125,000, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

15. PROPOSED ADDITION OF AN AGREEMENT TO THE OMNIBUS RESOLUTION – Resolution adding the Intermunicipal Agreement with Westchester County relative to the Repository for Integrated Criminal Information (RICI) System agreement (Police Department) to the Omnibus Resolution (Resolution Number 2025-187).

16. PROPOSED DONATION OF NEW ROCHELLE FIRE DEPARTMENT EXPIRED OR

UNSERVICEABLE PERSONAL PROTECTIVE EQUIPMENT (PPE) – Resolution authorizing the New Rochelle Fire Department to donate expired or unserviceable personal protective equipment (PPE) to the Engine 911 Fund.

17. PROPOSED AUTHORIZATION TO DETERMINE MUNICIPAL USE AT 459 AND 465 FIFTH AVENUE AND 8 PORTMAN ROAD - Resolution authorizing a determination that the proposed municipal space within the mixed-use development satisfies the municipal use criteria of the LI–Light Industry zoning district.

18. PROPOSED AUTHORIZATION OF COMMUNITY BENEFIT BONUS FUNDS FOR PHASE ONE OF THE 11 GARDEN STREET COMMUNITY SPACE – Ordinance authorizing the transfer of $85,000 from the Community Benefit Bonus Fund to fund Phase One of the community space, authorizing the City Manager to negotiate and execute a lease with Center for Justice Innovation (CJI), and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

19. PROPOSED AUTHORIZATION OF PRIVATE ARTS BETTERMENT FUNDS FOR STABILIZATION AND PRESERVATION OF THE FORMER NEW ROCHELLE PUBLIC LIBRARY AT 662 MAIN STREET – Ordinance authorizing the transfer of $156,254 from the Private Arts Betterment Fund for the stabilization and preservation of 662 Main Street, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

20. PROPOSED ACCEPTANCE OF 2026 IVORY PRIZE FOR HOUSING AFFORDABILITY FINANCIAL AWARD TO THE CITY OF NEW ROCHELLE – Ordinance authorizing the City Manager to accept the award of $50,000 to the City of New Rochelle as a Co-Winner of the 2026 Ivory Prize for Housing Affordability and to execute all necessary award documents, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

21. PROPOSED AMENDMENT TO CHAPTER 270 OF THE CODE OF THE CITY OF NEW ROCHELLE RE: SIGNS, AWNINGS, CANOPIES, AND MARQUEES – Ordinance amending Chapter 270, Signs, of the Code of the City of New Rochelle.

Resolutions

22. PROPOSED SETTLEMENT OF CLAIM - Resolution authorizing the settlement of the Matter Entitled Redding v. City of New Rochelle, et.al, in the amount of $151,294.11 (Index No. 23-CV-1007(VB)).

23. PROPOSED RESOLUTION APPROVING APPOINTMENTS TO THE NEW ROCHELLE BOARD OF ETHICS - Resolution approving the appointment of to the New Rochelle Board of Ethics by the City Manager.

24. PROPOSED REAPPOINTMENT TO THE BOARD OF ASSESSMENT REVIEW – Resolution reappointing Caterina Massaregli to the Board of Assessment Review.

25. PROPOSED RESOLUTION RE: APPOINTMENT OF COUNCIL MEMBER TO THE NEW ROCHELLE BUSINESS IMPROVEMENT DISTRICT - Resolution appointing Council Member Shane A. Osinloye as the Representative of the City Council to the New Rochelle Business Improvement District (BID).

Ordinances

Public Hearings Held on Tuesday, September 8, 2026

HOUSING CHOICE VOUCHER PROGRAM (SECTION 8) 2027 ANNUAL PUBLIC HOUSING AUTHORITY (PHA) PLAN AND ADMINISTRATIVE (ADMIN) PLAN

26. PROPOSED RESOLUTION RE: HOUSING CHOICE VOUCHER PROGRAM (SECTION 8) 2027 ANNUAL PUBLIC HOUSING AUTHORITY (PHA) PLAN AND ADMINISTRATIVE (ADMIN) PLAN — Proposed resolution adopting, and approving for submission to HUD, the City of New Rochelle's Housing Choice Voucher Program's (Section 8) 2027 Annual Public Housing Authority (PHA) Plan and 2026/2027 Administrative (ADMIN) Plan (Intro. 7/14/2026; Public Hearing 9/8/2026).

Discussion Item(s)

27. DAVENPORT NECK ZONING — Requested by Adam Salgado, Commissioner, Department of Development

Executive Session

Adjournment

RESOLUTION NUMBER: **Item # 2.**

City of New Rochelle

Finance

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Alistair Featherstone, Finance Commissioner
Subject:	BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $268,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $268,000 bonds of the City Of New Rochelle, New York to finance the acquisition of land or rights in land, including a property located at 38 First Street, in and for said City.

Background:
The adopted 2026 Budget for the City of New Rochelle includes the issuance of general obligation debt in the amount of $16,875,884 to finance projects identified in the 2026 Capital Improvement Program.

Issue:
Bond Resolutions are required to be adopted by City Council to authorize the issuance of bonds.

Recommendation:
Staff recommends that City Council adopts the attached Bond Resolution.

Attachments:
None

RESOLUTION NUMBER: **Item # 2.**
MEETING DATE: September 15, 2026

LEGISLATION

BOND RESOLUTION DATED SEPTEMBER 15, 2026 AUTHORIZING THE ISSUANCE OF $268,000 BONDS OF THE CITY OF NEW ROCHELLE, NEW YORK TO FINANCE THE ACQUISITION OF LAND OR RIGHTS IN LAND, INCLUDING A PROPERTY LOCATED AT 38 FIRST STREET, IN AND FOR SAID CITY.

WHEREAS, the City Council of the City of New Rochelle (the "Council" and the "City", respectively) hereby determines that it is in the public interest of the City to finance the acquisition of land, including a property located at 38 First Street, in and for the City; and

WHEREAS, the Council has not taken any action or adopted any local law which would require the effectiveness of this bond resolution to be subject to a permissive or mandatory referendum, and the provisions of the State Environmental Quality Review Act have been complied with to the extent necessary to authorize the financing contemplated.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Rochelle by affirmative vote of at least two-thirds of its members, as follows:

Section 1. There are hereby authorized to be issued $268,000 bonds of the City to finance the acquisition of land or rights in land, including a property located at 38 First Street, in and for the City, including incidental expenses in connection therewith, a class of objects or purposes.

Section 2. The period of probable usefulness of such class of objects or purposes is thirty years pursuant to subdivision twenty-one of paragraph a of Section 11.00 of the Local Finance Law.

Section 3. The estimated maximum cost of the aforesaid class of objects or purposes is $268,000. The Council plans to finance the costs of such class of objects or purposes from funds raised by the issuance of obligations authorized herein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Finance Commissioner, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Finance Commissioner, consistent

with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. The Finance Commissioner is hereby authorized to execute on behalf of the City all bonds issued pursuant to this bond resolution and all bond anticipation notes, including renewals thereof, issued in anticipation of the issuance of such bonds, and the City Clerk is hereby authorized to affix the seal of the City on all such bonds and all such bond anticipation notes, including renewals thereof, and to attest such seal. Such bonds, if, as and when issued may be authenticated by the countersignature of a fiscal agent of the City or by the appropriate designated officer of the City pursuant to Section 70.00 of the Local Finance Law. The Commissioner of Finance is hereby authorized to contract with a fiscal agent for the City in connection with the issuance of the obligations authorized hereby, or, at the option of the Commissioner of Finance, may elect to act as fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Finance Commissioner shall determine.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Finance Commissioner, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Finance Commissioner shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, the Finance Commissioner shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Finance Commissioner shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the Finance Commissioner, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Finance Commissioner. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. In the absence of the Finance Commissioner, the Deputy Commissioner of Finance is hereby authorized to exercise the powers

delegated to the Finance Commissioner by this bond resolution.

Section 8. This bond resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein. The City expects to expend general funds or other available moneys for the aforesaid class of objects or purposes which are expected to be reimbursed from the proceeds of such obligations.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(i) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(ii) The provisions of law which should be complied with at the date of publication of this bond resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(iii) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. It is hereby determined by the Council that the aforesaid class of objects or purposes will not have significant effect on the environment within the meaning of the State Environmental Quality Review Act, constituting Article 8 of the Environmental Conservation Law, and the regulations promulgated thereunder by the New York State Department of Environmental Conservation.

Section 11. This bond resolution shall take effect immediately upon its adoption by the Council. The City Clerk of the City shall cause this bond resolution to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in *The Journal News*, a newspaper having a general circulation in the City, which is hereby designated the official newspaper of the City for this purpose.

RESOLUTION NUMBER: **Item # 3.**

City of New Rochelle

Finance

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Alistair Featherstone, Finance Commissioner

Subject: BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $100,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $100,000 bonds of the City of New Rochelle, New York to finance various improvements at City Hall, in and for said City.

Background:
The adopted 2026 Budget for the City of New Rochelle includes the issuance of general obligation debt in the amount of $16,875,884 to finance projects identified in the 2026 Capital Improvement Program.

Issue:
Bond Resolutions are required to be adopted by City Council to authorize the issuance of bonds.

Recommendation:
Staff recommends that City Council adopts the attached Bond Resolution.

Attachments:
None

RESOLUTION NUMBER: **Item # 3.**
MEETING DATE: September 15, 2026

LEGISLATION

BOND RESOLUTION DATED SEPTEMBER 15, 2026 AUTHORIZING THE ISSUANCE OF $100,000 BONDS OF THE CITY OF NEW ROCHELLE, NEW YORK TO FINANCE VARIOUS IMPROVEMENTS TO CITY HALL, IN AND FOR SAID CITY.

WHEREAS, the City Council of the City of New Rochelle (the "Council" and the "City", respectively) hereby determines that it is in the public interest of the City to finance various improvements to City Hall, in and for the City; and

WHEREAS, the Council has not taken any action or adopted any local law which would require the effectiveness of this bond resolution to be subject to a permissive or mandatory referendum, and the provisions of the State Environmental Quality Review Act have been complied with to the extent necessary to authorize the financing contemplated.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Rochelle, by affirmative vote of at least two-thirds of its members, as follows:

Section 1. There are hereby authorized to be issued $100,000 bonds of the City to finance various improvements to City Hall, including incidental expenses in connection therewith, a class of objects or purposes.

Section 2. The period of probable usefulness of such class of objects or purposes is ten years under subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each object or purpose has a period of probable usefulness of at least ten years under subdivisions 12, 13, or 56 of said paragraph a.

Section 3. The estimated maximum cost of the aforesaid class of objects or purposes is $100,000. The Council plans to finance the costs of such class of objects or purposes from funds raised by the issuance of obligations authorized herein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Finance Commissioner, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Finance Commissioner, consistent

with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. The Finance Commissioner is hereby authorized to execute on behalf of the City all bonds issued pursuant to this bond resolution and all bond anticipation notes, including renewals thereof, issued in anticipation of the issuance of such bonds, and the City Clerk is hereby authorized to affix the seal of the City on all such bonds and all such bond anticipation notes, including renewals thereof, and to attest such seal. Such bonds, if, as and when issued may be authenticated by the countersignature of a fiscal agent of the City or by the appropriate designated officer of the City pursuant to Section 70.00 of the Local Finance Law. The Commissioner of Finance is hereby authorized to contract with a fiscal agent for the City in connection with the issuance of the obligations authorized hereby, or, at the option of the Commissioner of Finance, may elect to act as fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Finance Commissioner shall determine.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Finance Commissioner, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Finance Commissioner shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, the Finance Commissioner shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Finance Commissioner shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the Finance Commissioner, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Finance Commissioner. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. In the absence of the Finance Commissioner, the Deputy Commissioner of Finance is hereby authorized to exercise the powers

delegated to the Finance Commissioner by this bond resolution.

Section 8. This bond resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein. The City expects to expend general funds or other available moneys for the aforesaid class of objects or purposes which are expected to be reimbursed from the proceeds of such obligations.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(i) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(ii) The provisions of law which should be complied with at the date of publication of this bond resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(iii) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. It is hereby determined by the Council that the aforesaid class of objects or purposes will not have significant effect on the environment within the meaning of the State Environmental Quality Review Act, constituting Article 8 of the Environmental Conservation Law, and the regulations promulgated thereunder by the New York State Department of Environmental Conservation.

Section 11. This bond resolution shall take effect immediately upon its adoption by the Council. The City Clerk of the City shall cause this bond resolution to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in *The Journal News*, a newspaper having a general circulation in the City, which is hereby designated the official newspaper of the City for this purpose.

RESOLUTION NUMBER: **Item # 4.**

City of New Rochelle

Finance

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Alistair Featherstone, Finance Commissioner
Subject:	BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $100,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $100,000 bonds of the City of New Rochelle, New York to finance the rehabilitation and replacement of trees, including implementation of the Community Forest Management Plan, in and for said City.

Background:
The adopted 2026 Budget for the City of New Rochelle includes the issuance of general obligation debt in the amount of $16,875,884 to finance projects identified in the 2026 Capital Improvement Program.

Issue:
Bond Resolutions are required to be adopted by City Council to authorize the issuance of bonds.

Recommendation:
Staff recommends that City Council adopts the attached Bond Resolution.

Attachments:
None

RESOLUTION NUMBER: **Item # 4.**
MEETING DATE: September 15, 2026

LEGISLATION

BOND RESOLUTION DATED SEPTEMBER 15, 2026 AUTHORIZING THE ISSUANCE OF $100,000 BONDS OF THE CITY OF NEW ROCHELLE, NEW YORK TO FINANCE THE REHABILITATION AND REPLACEMENT OF TREES, INCLUDING IMPLEMENTATION OF THE COMMUNITY FOREST MANAGEMENT PLAN, IN AND FOR SAID CITY.

WHEREAS, the City Council of the City of New Rochelle (the "Council" and the "City", respectively) hereby determines that it is in the public interest of the City to finance the rehabilitation and replacement of trees, including implementation of the Community Forest Management Plan, in and for the City; and

WHEREAS, the Council has not taken any action or adopted any local law which would require the effectiveness of this bond resolution to be subject to a permissive or mandatory referendum, and the provisions of the State Environmental Quality Review Act have been complied with to the extent necessary to authorize the financing contemplated.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Rochelle by affirmative vote of at least two-thirds of its members, as follows:

Section 1. There are hereby authorized to be issued $100,000 bonds of the City to finance the rehabilitation and replacement of trees, including implementation of the Community Forest Management Plan, in and for the City, including incidental expenses in connection therewith, a class of objects or purposes.

Section 2. The period of probable usefulness of such class of objects or purposes is five years under subdivision fifty-seven of paragraph a of Section 11.00 of the Local Finance Law.

Section 3. The estimated maximum cost of the aforesaid class of objects or purposes is $100,000. The Council plans to finance the costs of such class of objects or purposes from funds raised by the issuance of obligations authorized herein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Finance Commissioner, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Finance Commissioner, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. The Finance Commissioner is hereby authorized to execute on behalf of the City all bonds issued pursuant to this bond resolution and all bond anticipation notes, including renewals thereof, issued in anticipation of the issuance of such bonds, and the City Clerk is hereby authorized to affix the seal of the City on all such bonds and all such bond anticipation notes, including renewals thereof, and to attest such seal. Such bonds, if, as and when issued may be authenticated by the countersignature of a fiscal agent of the City or by the appropriate designated officer of the City pursuant to Section 70.00 of the Local Finance Law. The Commissioner of Finance is hereby authorized to contract with a fiscal agent for the City in connection with the issuance of the obligations authorized hereby, or, at the option of the Commissioner of Finance, may elect to act as fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Finance Commissioner shall determine.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Finance Commissioner, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Finance Commissioner shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, the Finance Commissioner shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Finance Commissioner shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the Finance Commissioner, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Finance Commissioner. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local

Finance Law, no such charges shall be so collected by the fiscal agent. In the absence of the Finance Commissioner, the Deputy Commissioner of Finance is hereby authorized to exercise the powers delegated to the Finance Commissioner by this bond resolution.

Section 8. This bond resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein. The City expects to expend general funds or other available moneys for the aforesaid class of objects or purposes which are expected to be reimbursed from the proceeds of such obligations.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(i) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(ii) The provisions of law which should be complied with at the date of publication of this bond resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(iii) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. It is hereby determined by the Council that the aforesaid class of objects or purposes will not have significant effect on the environment within the meaning of the State Environmental Quality Review Act, constituting Article 8 of the Environmental Conservation Law, and the regulations promulgated thereunder by the New York State Department of Environmental Conservation.

Section 11. This bond resolution shall take effect immediately upon its adoption by the Council. The City Clerk of the City shall cause this bond resolution to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in *The Journal News*, a newspaper having a general circulation in the City, which is hereby designated the official newspaper of the City for this purpose.

RESOLUTION NUMBER: **Item # 5.**

City of New Rochelle

Finance

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Alistair Featherstone, Finance Commissioner
Subject:	BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $1,510,310 - Bond resolution dated September 15, 2026 authorizing the issuance of $1,510,310 bonds of the City of New Rochelle, New York to finance construction or reconstruction of various City roads and streets, including the implementation of the City-Wide Traffic Calming Program and Complete Streets Improvements at Pinebrook Boulevard, Lincoln Avenue, and Webster Avenue, in and for said City.

Background:
The adopted 2026 Budget for the City of New Rochelle includes the issuance of general obligation debt in the amount of $16,875,884 to finance projects identified in the 2026 Capital Improvement Program.

Issue:
Bond Resolutions are required to be adopted by City Council to authorize the issuance of bonds.

Recommendation:
Staff recommends that City Council adopts the attached Bond Resolution.

Attachments:
None

RESOLUTION NUMBER: **Item # 5.**
MEETING DATE: September 15, 2026

LEGISLATION

BOND RESOLUTION DATED SEPTEMBER 15, 2026 AUTHORIZING THE ISSUANCE OF $1,510,310 BONDS OF THE CITY OF NEW ROCHELLE, NEW YORK TO FINANCE CONSTRUCTION OR RECONSTRUCTION OF VARIOUS CITY ROADS AND STREETS, INCLUDING THE IMPLEMENTATION OF THE CITY-WIDE TRAFFIC CALMING PROGRAM, AND COMPLETE STREETS IMPROVEMENTS AT PINEBROOK BOULEVARD, LINCOLN AVENUE, AND WEBSTER AVENUE, IN AND FOR SAID CITY.

WHEREAS, the City Council of the City of New Rochelle (the "Council" and the "City", respectively) hereby determines that it is in the public interest of the City to finance the construction or reconstruction of various City roads and streets, including road construction, repaving, speedbumps, crosswalks, bike lanes, traffic controls and signals, landscaping and any incidental expenses, and which may include the following projects: City-wide traffic calming program, and Complete Streets projects at Pinebrook Boulevard, Lincoln Avenue, and Webster Avenue, in and for the City; and

WHEREAS, the Council has not taken any action or adopted any local law which would require the effectiveness of this bond resolution to be subject to a permissive or mandatory referendum, and the provisions of the State Environmental Quality Review Act have been complied with to the extent necessary to authorize the financing contemplated.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Rochelle, by affirmative vote of at least two-thirds of its members, as follows:

Section 1. There are hereby authorized to be issued $1,510,310 bonds of the City to finance construction or reconstruction of various City roads and streets, including road construction, repaving, speedbumps, crosswalks, bike lanes, traffic controls and signals, landscaping and any incidental expenses, which may include the following projects: City-wide traffic calming program, and Complete Streets projects at Pinebrook Boulevard, Lincoln Avenue, and Webster Avenue, in and for the City, a class of objects or purposes.

Section 2. The period of probable usefulness of such class of objects or purposes is fifteen years under subdivision ninety-one of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class has a period of probable usefulness of at least fifteen years under subdivisions twenty, twenty-four or seventy-two.

Section 3. The estimated maximum cost of the aforesaid class of objects or purposes is $1,510,310. The Council plans to finance the costs of such class of objects or purposes from funds raised by the issuance of obligations authorized herein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Finance Commissioner, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Finance Commissioner, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. The Finance Commissioner is hereby authorized to execute on behalf of the City all bonds issued pursuant to this bond resolution and all bond anticipation notes, including renewals thereof, issued in anticipation of the issuance of such bonds, and the City Clerk is hereby authorized to affix the seal of the City on all such bonds and all such bond anticipation notes, including renewals thereof, and to attest such seal. Such bonds, if, as and when issued may be authenticated by the countersignature of a fiscal agent of the City or by the appropriate designated officer of the City pursuant to Section 70.00 of the Local Finance Law. The Commissioner of Finance is hereby authorized to contract with a fiscal agent for the City in connection with the issuance of the obligations authorized hereby, or, at the option of the Commissioner of Finance, may elect to act as fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Finance Commissioner shall determine.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Finance Commissioner, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Finance Commissioner shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, the Finance Commissioner shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Finance Commissioner shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the Finance Commissioner, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Finance Commissioner. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. In the absence of the Finance Commissioner, the Deputy Commissioner of Finance is hereby authorized to exercise the powers delegated to the Finance Commissioner by this bond resolution.

Section 8. This bond resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein. The City expects to expend general funds or other available moneys for the aforesaid class of objects or purposes which are expected to be reimbursed from the proceeds of such obligations.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(i) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(ii) The provisions of law which should be complied with at the date of publication of this bond resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(iii) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. It is hereby determined by the Council that the aforesaid class of objects or purposes will not have significant effect on the environment within the meaning of the State Environmental Quality Review Act, constituting Article 8 of the Environmental Conservation Law, and the regulations promulgated thereunder by the New York State Department of Environmental Conservation.

Section 11. This bond resolution shall take effect immediately upon its adoption by the Council. The City Clerk of the City shall cause this bond resolution to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in *The Journal News*, a newspaper having a general circulation in the City, which is hereby designated the official newspaper of the City for this purpose.

RESOLUTION NUMBER: **Item # 6.**

City of New Rochelle

Finance

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Alistair Featherstone, Finance Commissioner
Subject:	BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $200,000 - Bond resolution September 15, 2026 authorizing the issuance of $200,000 bonds of the City of New Rochelle, New York to finance improvements to street lighting poles, including painting, upgrading of power, and installation of LED modules, in and for said City.

Background:
The adopted 2026 Budget for the City of New Rochelle includes the issuance of general obligation debt in the amount of $16,875,884 to finance projects identified in the 2026 Capital Improvement Program.

Issue:
Bond Resolutions are required to be adopted by City Council to authorize the issuance of bonds.

Recommendation:
Staff recommends that City Council adopts the attached Bond Resolution.

Attachments:
None

RESOLUTION NUMBER: **Item # 6.**
MEETING DATE: September 15, 2026

LEGISLATION

BOND RESOLUTION DATED SEPTEMBER 15, 2026 AUTHORIZING THE ISSUANCE OF $200,000 BONDS OF THE CITY OF NEW ROCHELLE, NEW YORK TO FINANCE IMPROVEMENTS TO STREET LIGHTING POLES, INCLUDING PAINTING, UPGRADING OF POWER, AND INSTALLATION OF LED MODULES, IN AND FOR SAID CITY.

WHEREAS, the City Council of the City of New Rochelle (the "Council" and the "City", respectively) hereby determines that it is in the public interest of the City to finance improvements to street lighting poles, including painting, upgrading of power, and installation of LED modules, in and for the City; and

WHEREAS, the Council has not taken any action or adopted any local law which would require the effectiveness of this bond resolution to be subject to a permissive or mandatory referendum, and the provisions of the State Environmental Quality Review Act have been complied with to the extent necessary to authorize the financing contemplated.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Rochelle, County of Westchester, State of New York, by affirmative vote of at least two-thirds of its members, as follows:

Section 1. There are hereby authorized to be issued $200,000 bonds of the City to finance improvements to street lighting poles, including painting, upgrading of power, and installation of LED modules, and including any incidental expenses in connection therewith, a class of objects or purposes.

Section 2. The period of probable usefulness of such class of objects or purposes is five years under subdivision thirty-five of paragraph a of Section 11.00 of the Local Finance Law.

Section 3. The estimated maximum cost of the aforesaid class of objects or purposes is $200,000. The Council plans to finance the costs of such class of objects or purposes from funds raised by the issuance of obligations authorized herein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Finance Commissioner, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said Finance Commissioner, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. The Finance Commissioner is hereby authorized to execute on behalf of the City all bonds issued pursuant to this bond resolution and all bond anticipation notes, including renewals thereof, issued in anticipation of the issuance of such bonds, and the City Clerk is hereby authorized to affix the seal of the City on all such bonds and all such bond anticipation notes, including renewals thereof, and to attest such seal. Such bonds, if, as and when issued may be authenticated by the countersignature of a fiscal agent of the City or by the appropriate designated officer of the City pursuant to Section 70.00 of the Local Finance Law. The Commissioner of Finance is hereby authorized to contract with a fiscal agent for the City in connection with the issuance of the obligations authorized hereby, or, at the option of the Commissioner of Finance, may elect to act as fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Finance Commissioner shall determine.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Finance Commissioner, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Finance Commissioner shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, the Finance Commissioner shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Finance Commissioner shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the Finance Commissioner, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Finance Commissioner. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. In the absence of the Finance

Commissioner, the Deputy Commissioner of Finance is hereby authorized to exercise the powers delegated to the Finance Commissioner by this bond resolution.

Section 8. This bond resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein. The City expects to expend general funds or other available moneys for the aforesaid class of objects or purposes which are expected to be reimbursed from the proceeds of such obligations.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(i) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(ii) The provisions of law which should be complied with at the date of publication of this bond resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(iii) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. It is hereby determined by the Council that the aforesaid class of objects or purposes will not have significant effect on the environment within the meaning of the State Environmental Quality Review Act, constituting Article 8 of the Environmental Conservation Law, and the regulations promulgated thereunder by the New York State Department of Environmental Conservation.

Section 11. This bond resolution shall take effect immediately upon its adoption by the Council. The City Clerk of the City shall cause this bond resolution to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in *The Journal News*, a newspaper having a general circulation in the City, which is hereby designated the official newspaper of the City for this purpose.

RESOLUTION NUMBER: **Item # 7.**

City of New Rochelle

Finance

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Alistair Featherstone, Finance Commissioner

Subject: BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $100,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $100,000 bonds of the City of New Rochelle, New York to finance the construction or reconstruction of parks or recreational areas, and improvements to streets, including street lighting and safety enhancements, in and for said City.

Background:
The adopted 2026 Budget for the City of New Rochelle includes the issuance of general obligation debt in the amount of $16,875,884 to finance projects identified in the 2026 Capital Improvement Program.

Issue:
Bond Resolutions are required to be adopted by City Council to authorize the issuance of bonds.

Recommendation:
Staff recommends that City Council adopts the attached Bond Resolution.

Attachments:
None

RESOLUTION NUMBER:
MEETING DATE: September 15, 2026

Item # 7.

LEGISLATION

BOND RESOLUTION DATED SEPTEMBER 15, 2026 AUTHORIZING THE ISSUANCE OF $100,000 BONDS OF THE CITY OF NEW ROCHELLE, NEW YORK TO FINANCE THE CONSTRUCTION OR RECONSTRUCTION OF PARKS OR RECREATIONAL AREAS, AND IMPROVEMENTS TO STREETS, INCLUDING STREET LIGHTING AND SAFETY ENHANCEMENTS, IN AND FOR SAID CITY.

WHEREAS, the City Council of the City of New Rochelle (the “Council” and the “City”, respectively) hereby determines that it is in the public interest of the City to finance the construction or reconstruction of parks or recreational areas, and improvements to streets, including street lighting and safety enhancements, in and for the City; and

WHEREAS, the Council has not taken any action or adopted any local law which would require the effectiveness of this bond resolution to be subject to a permissive or mandatory referendum, and the provisions of the State Environmental Quality Review Act have been complied with to the extent necessary to authorize the financing contemplated.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Rochelle, by affirmative vote of at least two-thirds of its members, as follows:

Section 1. There are hereby authorized to be issued $100,000 bonds of the City to finance the construction or reconstruction of parks or recreational areas, and improvements to streets, including street lighting and safety enhancements, including incidental expenses in connection therewith, a class of objects or purposes.

Section 2. The period of probable usefulness of such class of objects or purposes is ten years under subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each object or purpose has a period of probable usefulness of at least ten years under subdivisions nineteen, twenty or seventy-two of said paragraph a.

Section 3. The estimated maximum cost of the aforesaid class of objects or purposes is $100,000. The Council plans to finance the costs of such class of objects or purposes from funds raised by the issuance of obligations authorized herein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Finance Commissioner, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Finance Commissioner, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. The Finance Commissioner is hereby authorized to execute on behalf of the City all bonds issued pursuant to this bond resolution and all bond anticipation notes, including renewals thereof, issued in anticipation of the issuance of such bonds, and the City Clerk is hereby authorized to affix the seal of the City on all such bonds and all such bond anticipation notes, including renewals thereof, and to attest such seal. Such bonds, if, as and when issued may be authenticated by the countersignature of a fiscal agent of the City or by the appropriate designated officer of the City pursuant to Section 70.00 of the Local Finance Law. The Commissioner of Finance is hereby authorized to contract with a fiscal agent for the City in connection with the issuance of the obligations authorized hereby, or, at the option of the Commissioner of Finance, may elect to act as fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Finance Commissioner shall determine.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Finance Commissioner, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Finance Commissioner shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, the Finance Commissioner shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Finance Commissioner shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the Finance Commissioner, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Finance Commissioner. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. In the absence of the Finance Commissioner, the Deputy Commissioner of Finance is hereby authorized to exercise the powers delegated to the Finance Commissioner by this bond resolution.

Section 8. This bond resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein. The City expects to expend general funds or other available moneys for the aforesaid class of objects or purposes which are expected to be reimbursed from the proceeds of such obligations.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(i) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(ii) The provisions of law which should be complied with at the date of publication of this bond resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(iii) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. It is hereby determined by the Council that the aforesaid class of objects or purposes will not have significant effect on the environment within the meaning of the State Environmental Quality Review Act, constituting Article 8 of the Environmental Conservation Law, and the regulations promulgated thereunder by the New York State Department of Environmental Conservation.

Section 11. This bond resolution shall take effect immediately upon its adoption by the Council. The City Clerk of the City shall cause this bond resolution to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in *The Journal News*, a newspaper having a general circulation in the City, which is hereby designated the official newspaper of the City for this purpose.

RESOLUTION NUMBER: **Item # 8.**

City of New Rochelle

Finance

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Alistair Featherstone, Finance Commissioner
Subject:	BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $2,228,864 - Bond resolution dated September 15, 2026 authorizing the issuance of $2,228,864 bonds of the City of New Rochelle, New York to finance the acquisition of trucks, vehicles or heavy machinery for construction or maintenance purposes, in and for said City.

Background:
The adopted 2026 Budget for the City of New Rochelle includes the issuance of general obligation debt in the amount of $16,875,884 to finance projects identified in the 2026 Capital Improvement Program.

Issue:
Bond Resolutions are required to be adopted by City Council to authorize the issuance of bonds.

Recommendation:
Staff recommends that City Council adopts the attached Bond Resolution.

Attachments:
None

RESOLUTION NUMBER: **Item # 8.**
MEETING DATE: September 15, 2026

LEGISLATION

BOND RESOLUTION DATED SEPTEMBER 15, 2026 AUTHORIZING THE ISSUANCE OF $2,228,864 BONDS OF THE CITY OF NEW ROCHELLE, NEW YORK TO FINANCE THE ACQUISITION OF TRUCKS, VEHICLES OR HEAVY MACHINERY FOR CONSTRUCTION OR MAINTENANCE PURPOSES.

WHEREAS, the City Council of the City of New Rochelle (the "Council" and the "City", respectively) hereby determines that it is in the public interest of the City to finance the acquisition of trucks, vehicles or heavy machinery for construction or maintenance purposes; and

WHEREAS, the Council has not taken any action or adopted any local law which would require the effectiveness of this bond resolution to be subject to a permissive or mandatory referendum, and the provisions of the State Environmental Quality Review Act have been complied with to the extent necessary to authorize the financing contemplated.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Rochelle, County of Westchester, State of New York, by affirmative vote of at least two-thirds of its members, as follows:

Section 1. There are hereby authorized to be issued $2,228,864 bonds of the City of New Rochelle, New York, to finance the acquisition of trucks, vehicles or heavy machinery for construction or maintenance purposes, each item costing $15,000 or more, including incidental expenses in connection therewith, a class of objects or purposes.

Section 2. The period of probable usefulness of such class of objects or purposes is ten years under subdivision twenty-eight of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class shall cost in excess of fifteen thousand dollars.

Section 3. The estimated maximum cost of the aforesaid class of objects or purposes is $2,228,864. The Council plans to finance the costs of such class of objects or purposes from funds raised by the issuance of obligations authorized herein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Finance Commissioner, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said Finance Commissioner, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. The Finance Commissioner is hereby authorized to execute on behalf of the City all bonds issued pursuant to this bond resolution and all bond anticipation notes, including renewals thereof, issued in anticipation of the issuance of such bonds, and the City Clerk is hereby authorized to affix the seal of the City on all such bonds and all such bond anticipation notes, including renewals thereof, and to attest such seal. Such bonds, if, as and when issued may be authenticated by the countersignature of a fiscal agent of the City or by the appropriate designated officer of the City pursuant to Section 70.00 of the Local Finance Law. The Commissioner of Finance is hereby authorized to contract with a fiscal agent for the City in connection with the issuance of the obligations authorized hereby, or, at the option of the Commissioner of Finance, may elect to act as fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Finance Commissioner shall determine.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Finance Commissioner, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Finance Commissioner shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, the Finance Commissioner shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Finance Commissioner shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the Finance Commissioner, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Finance Commissioner. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. In the absence of the Finance

Commissioner, the Deputy Commissioner of Finance is hereby authorized to exercise the powers delegated to the Finance Commissioner by this bond resolution.

Section 8. This bond resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein. The City expects to expend general funds or other available moneys for the aforesaid class of objects or purposes which are expected to be reimbursed from the proceeds of such obligations.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(i) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(ii) The provisions of law which should be complied with at the date of publication of this bond resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(iii) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. It is hereby determined by the Council that the aforesaid class of objects or purposes will not have significant effect on the environment within the meaning of the State Environmental Quality Review Act, constituting Article 8 of the Environmental Conservation Law, and the regulations promulgated thereunder by the New York State Department of Environmental Conservation.

Section 11. This bond resolution shall take effect immediately upon its adoption by the Council. The City Clerk of the City shall cause this bond resolution to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in *The Journal News*, a newspaper having a general circulation in the City, which is hereby designated the official newspaper of the City for this purpose.

RESOLUTION NUMBER: **Item # 9.**

City of New Rochelle

Finance

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Alistair Featherstone, Finance Commissioner
Subject:	BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $2,118,710 - Bond resolution dated September 15, 2026 authorizing the issuance of $2,118,710 bonds of the City of New Rochelle, New York to finance the acquisition of fire-fighting vehicles for use by the City's Fire Department, including the replacement of Engine 22, in and for said City.

Background:
The adopted 2026 Budget for the City of New Rochelle includes the issuance of general obligation debt in the amount of $16,875,884 to finance projects identified in the 2026 Capital Improvement Program.

Issue:
Bond Resolutions are required to be adopted by City Council to authorize the issuance of bonds.

Recommendation:
Staff recommends that City Council adopts the attached Bond Resolution.

Attachments:
None

RESOLUTION NUMBER: **Item # 9.**
MEETING DATE: September 15, 2026

LEGISLATION

BOND RESOLUTION DATED September 15, 2026 AUTHORIZING THE ISSUANCE OF $2,118,710 BONDS OF THE CITY OF NEW ROCHELLE, NEW YORK TO FINANCE THE ACQUISITION OF FIRE-FIGHTING VEHICLES FOR USE BY THE CITY'S FIRE DEPARTMENT, INCLUDING THE REPLACEMENT OF ENGINE 22, IN AND FOR SAID CITY.

WHEREAS, the City Council of the City of New Rochelle (the "Council" and the "City", respectively) hereby determines that it is in the public interest of the City to finance the acquisition of fire-fighting vehicles, for use by the City's Fire Department; and

WHEREAS, the Council has not taken any action or adopted any local law which would require the effectiveness of this bond resolution to be subject to a permissive or mandatory referendum, and the provisions of the State Environmental Quality Review Act have been complied with to the extent necessary to authorize the financing contemplated.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Rochelle, by affirmative vote of at least two-thirds of its members, as follows:

Section 1. There are hereby authorized to be issued $2,118,710 bonds of the City to finance the acquisition of fire-fighting vehicles and apparatus for use by the City's Fire Department, including the replacement of Engine 22, and including any incidental expenses in connection therewith, a class of objects or purposes.

Section 2. The period of probable usefulness of such class of objects or purposes is twenty years under subdivision twenty-seven of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class has a cost in excess of fifty thousand dollars.

Section 3. The estimated maximum cost of the aforesaid class of objects or purposes is $2,118,710. The Council plans to finance the costs of such class of objects or purposes from funds raised by the issuance of obligations authorized herein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Finance Commissioner, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said Finance Commissioner, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. The Finance Commissioner is hereby authorized to execute on behalf of the City all bonds issued pursuant to this bond resolution and all bond anticipation notes, including renewals thereof, issued in anticipation of the issuance of such bonds, and the City Clerk is hereby authorized to affix the seal of the City on all such bonds and all such bond anticipation notes, including renewals thereof, and to attest such seal. Such bonds, if, as and when issued may be authenticated by the countersignature of a fiscal agent of the City or by the appropriate designated officer of the City pursuant to Section 70.00 of the Local Finance Law. The Commissioner of Finance is hereby authorized to contract with a fiscal agent for the City in connection with the issuance of the obligations authorized hereby, or, at the option of the Commissioner of Finance, may elect to act as fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Finance Commissioner shall determine.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Finance Commissioner, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Finance Commissioner shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, the Finance Commissioner shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Finance Commissioner shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the Finance Commissioner, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Finance Commissioner. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. In the absence of the Finance

Commissioner, the Deputy Commissioner of Finance is hereby authorized to exercise the powers delegated to the Finance Commissioner by this bond resolution.

Section 8. This bond resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein. The City expects to expend general funds or other available moneys for the aforesaid class of objects or purposes which are expected to be reimbursed from the proceeds of such obligations.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(i) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(ii) The provisions of law which should be complied with at the date of publication of this bond resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(iii) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. It is hereby determined by the Council that the aforesaid class of objects or purposes will not have significant effect on the environment within the meaning of the State Environmental Quality Review Act, constituting Article 8 of the Environmental Conservation Law, and the regulations promulgated thereunder by the New York State Department of Environmental Conservation.

Section 11. This bond resolution shall take effect immediately upon its adoption by the Council. The City Clerk of the City shall cause this bond resolution to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in *The Journal News*, a newspaper having a general circulation in the City, which is hereby designated the official newspaper of the City for this purpose.

RESOLUTION NUMBER: **Item # 10.**

City of New Rochelle

Finance

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Alistair Featherstone, Finance Commissioner
Subject:	BOND RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF $10,250,000 - Bond resolution dated September 15, 2026 authorizing the issuance of $10,250,000 bonds of the City of New Rochelle, New York to finance City-Wide drainage improvements and emergency sewer improvements, in and for said City.

Background:
The adopted 2026 Budget for the City of New Rochelle includes the issuance of general obligation debt in the amount of $16,875,884 to finance projects identified in the 2026 Capital Improvement Program.

Issue:
Bond Resolutions are required to be adopted by City Council to authorize the issuance of bonds.

Recommendation:
Staff recommends that City Council adopts the attached Bond Resolution.

Attachments:
None

RESOLUTION NUMBER:
MEETING DATE: September 15, 2026

Item # 10.

LEGISLATION

BOND RESOLUTION DATED SEPTEMBER 15, 2026 AUTHORIZING THE ISSUANCE OF $10,250,000 BONDS OF THE CITY OF NEW ROCHELLE, NEW YORK TO FINANCE CITY-WIDE DRAINAGE IMPROVEMENTS AND EMERGENCY SEWER IMPROVEMENTS, IN AND FOR SAID CITY.

WHEREAS, the City Council of the City of New Rochelle (the "Council" and the "City", respectively) hereby determines that it is in the public interest of the City to finance City-wide drainage improvements and sewer improvements, in and for the City; and

WHEREAS, the Council has not taken any action or adopted any local law which would require the effectiveness of this bond resolution to be subject to a permissive or mandatory referendum, and the provisions of the State Environmental Quality Review Act have been complied with to the extent necessary to authorize the financing contemplated.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Rochelle, by affirmative vote of at least two-thirds of its members, as follows:

Section 1. There are hereby authorized to be issued $10,250,000 bonds of the City to finance City-wide drainage improvements and emergency sewer improvements, in and for the City, including incidental expenses in connection therewith, a class of objects or purposes.

Section 2. The period of probable usefulness of such class of objects or purposes is thirty years under subdivision ninety-four of paragraph a of Section 11.00 of the Local Finance Law, as each object or purpose has a period of probable usefulness of at least thirty years under subdivisions three or four of said paragraph a.

Section 3. The estimated maximum cost of the aforesaid class of objects or purposes is $10,250,000. The Council plans to finance the costs of such class of objects or purposes from funds raised by the issuance of obligations authorized herein.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Finance Commissioner, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Finance Commissioner, consistent

with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. The Finance Commissioner is hereby authorized to execute on behalf of the City all bonds issued pursuant to this bond resolution and all bond anticipation notes, including renewals thereof, issued in anticipation of the issuance of such bonds, and the City Clerk is hereby authorized to affix the seal of the City on all such bonds and all such bond anticipation notes, including renewals thereof, and to attest such seal. Such bonds, if, as and when issued may be authenticated by the countersignature of a fiscal agent of the City or by the appropriate designated officer of the City pursuant to Section 70.00 of the Local Finance Law. The Commissioner of Finance is hereby authorized to contract with a fiscal agent for the City in connection with the issuance of the obligations authorized hereby, or, at the option of the Commissioner of Finance, may elect to act as fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Finance Commissioner shall determine.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Finance Commissioner, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Finance Commissioner shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, the Finance Commissioner shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Finance Commissioner shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the Finance Commissioner, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Finance Commissioner. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. In the absence of the Finance Commissioner, the Deputy Commissioner of Finance is hereby authorized to exercise the powers

delegated to the Finance Commissioner by this bond resolution.

Section 8. This bond resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this bond resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the class of objects or purposes described herein. The City expects to expend general funds or other available moneys for the aforesaid class of objects or purposes which are expected to be reimbursed from the proceeds of such obligations.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(i) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

(ii) The provisions of law which should be complied with at the date of publication of this bond resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(iii) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. It is hereby determined by the Council that the aforesaid class of objects or purposes will not have significant effect on the environment within the meaning of the State Environmental Quality Review Act, constituting Article 8 of the Environmental Conservation Law, and the regulations promulgated thereunder by the New York State Department of Environmental Conservation.

Section 11. This bond resolution shall take effect immediately upon its adoption by the Council. The City Clerk of the City shall cause this bond resolution to be published together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in *The Journal News*, a newspaper having a general circulation in the City, which is hereby designated the official newspaper of the City for this purpose.

RESOLUTION NUMBER: **Item # 11.**

City of New Rochelle

Public Works

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Alvaro Alfonzo-Larrain, Public Works Commissioner

Subject: PROPOSED AUTHORIZATION TO NEGOTIATE AND ENTER INTO AN EASEMENT AGREEMENT - Resolution authorizing the City Manager to negotiate and execute an Easement Agreement with New York Transco LLC and New York Power Authority for temporary and permanent easements within City-owned rights-of-way.

Background:
New York Transco LLC ("Transco") and the New York Power Authority ("NYPA") are undertaking the Propel NY Energy project, a major electric transmission project involving the installation of new underground transmission facilities in the New York metropolitan area, including within the City of New Rochelle (the "Project"). The Project requires the use of portions of City-owned roads and rights-of-way for the installation, operation, maintenance, repair and replacement of the transmission facilities.

Transco and NYPA have requested both permanent transmission easements and temporary installation easements within specified City rights-of-way for the Project. The permanent easements will allow the transmission facilities to remain within the City's rights-of-way, while the temporary easements will provide the rights necessary for construction and related activities. The City, Transco, and NYPA have been working toward a detailed Easement Agreement that establishes the terms of the transaction, including the anticipated construction requirements and protections for City property and operations.

The Project is subject to the applicable State permitting process and an Environmental Management and Construction Plan ("EM&CP"), which will establish detailed requirements for construction and implementation of the Project. The City is continuing its review of the EM&CP and the construction plans through DPW and its engineering consultant. As the EM&CP review continues, the City will continue to evaluate the construction requirements and their relationship to the Easement Agreement.

Easement Agreement - Key Terms and City Protections:
The City will continue to negotiate with Transco and NYPA regarding the following key terms and proposed terms, which are intended to be incorporated into the Easement Agreement as appropriate and consistent with the City's review of the EM&CP and applicable State approvals:

- **Easement Areas.** Permanent and temporary easements over specified City roads and rights-of-way for construction, installation, operation, maintenance, repair and replacement of the transmission facilities.
- **Compensation.** The City obtained an appraisal of the easement interests and Transco/NYPA have agreed with the compensation reflected in the appraisal, in the total amount of **$3,260,000**, based on the easement areas identified in the appraisal. The final easement areas and corresponding compensation will be confirmed based upon the final as-built surveys.
- **Work Hours.** Limitations on the hours during which construction work may occur within the City.
- **Traffic Control.** Requirements for traffic control and maintenance of traffic during construction, including measures to address impacts to City streets, pedestrians and the traveling public.
- **Restoration.** Requirements for curb-to-curb restoration of City streets, rights-of-way and other affected property following construction.
- **Maintenance and Protection of City Infrastructure.** Requirements to protect City infrastructure affected by the project and address damage resulting from construction, installation or operation of the transmission facilities.
- **Construction Coordination.** Coordination with City departments concerning construction activities, access, staging, traffic impacts, utilities and other activities affecting City property and operations.
- **Insurance and Indemnification.** Appropriate insurance coverage and indemnification for claims and damages arising from the project and the use of City property.
- **Relocation.** Provisions addressing relocation or modification of the transmission facilities and responsibility for associated costs.
- **As-Built Surveys.** Following construction, Transco/NYPA will be required to provide as-built surveys identifying the final easement limits and the transmission facilities actually installed. This will allow the City to confirm the final easement areas and corresponding compensation.
- **Termination.** Provisions addressing the City's rights and the Grantee's obligations if the transmission facilities are abandoned, permanently removed from service, or the applicable regulatory authorization is terminated.

It should be noted that the Project is proceeding through the State's Article VII process, under which the New York State Public Service Commission will review and approve the project and issue a Certificate of Environmental Compatibility and Public Need establishing the conditions under which it will proceed. The EM&CP will provide the detailed requirements for implementing the Project. Accordingly, the City's role with respect to the proposed easements is not to determine whether the State-regulated transmission Project will proceed, but to address the Project's use of City-owned rights-of-way and protect the City's property and operational interests through a negotiated Easement Agreement.

Authorization Requested:
Staff seeks City Council authorization for the City Manager to continue to negotiate and execute an Easement Agreement with Transco and NYPA for the permanent and temporary easements required for the Propel NY Energy Project within City-owned roads and rights-of-way, for compensation in an amount of $3,260,000, subject to adjustment based upon the final easement areas identified in the as-built surveys, and upon such other terms and conditions as may be negotiated with Transco and NYPA consistent with the applicable EM&CP, State approvals, and the City's legal and proprietary interests.

Attachments:
1. Proposed Easement Agreement

RESOLUTION NUMBER:
MEETING DATE: September 15, 2026

Item # 11.

LEGISLATION

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN EASEMENT AGREEMENT WITH NEW YORK TRANSCO LLC AND NEW YORK POWER AUTHORITY FOR TEMPORARY AND PERMANENT EASEMENTS WITHIN CITY-OWNED RIGHTS-OF-WAY.

WHEREAS, New York Transco LLC ("Transco") and the New York Power Authority ("NYPA") are undertaking the Propel NY Energy project, a major electric transmission project involving the installation of new underground transmission facilities in the New York metropolitan area, including within the City of New Rochelle (the "Project"), and the Project requires the use of portions of City-owned roads and rights-of-way for the installation, operation, maintenance, repair and replacement of the transmission facilities; and

WHEREAS, Transco and NYPA have requested both permanent transmission easements and temporary installation easements within specified City rights-of-way for the Project. The permanent easements will allow the transmission facilities to remain within the City's rights-of-way, while the temporary easements will provide the rights necessary for construction and related activities; and

WHEREAS, the City, Transco, and NYPA have been working toward a detailed Easement Agreement that establishes the terms of the transaction, including the anticipated construction requirements and protections for City property and operations; and

WHEREAS, the City has obtained an appraisal of the permanent and temporary easements required for the Project, and Transco and NYPA have agreed to compensate the City in the amount of $3,260,000 for such easements consistent with the appraisal, subject to adjustment based upon the final easement areas identified in the as-built surveys; and

WHEREAS, the Project is subject to the applicable State permitting process and an Environmental Management and Construction Plan ("EM&CP"), which will establish detailed requirements for construction and implementation of the Project, and

WHEREAS, the City is continuing its review of the EM&CP and the construction plans through DPW and its engineering consultant and as the EM&CP review continues, the City will continue to evaluate the construction requirements and their relationship to the Easement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Rochelle that the City Manager is hereby authorized to negotiate and execute an Easement Agreement with Transco and NYPA for the permanent and temporary easements required for the Propel NY Energy Project within City-owned roads and rights-of-way, for compensation in an amount of $3,260,000, subject to adjustment based upon the final easement areas identified in the as-built surveys, and upon such other terms and conditions as may be negotiated with Transco and NYPA consistent with the applicable EM&CP, State approvals, and the City's legal and proprietary interests, and such other terms and conditions acceptable to the City Manager and Corporation Counsel.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into as of this ___ day of ____________, 2026 (the "Effective Date"), by and between the CITY OF NEW ROCHELLE ("Grantor" or the "City"), a New York municipal corporation with offices at City Hall, 515 North Avenue, New Rochelle, New York 10801, and NEW YORK TRANSCO LLC, a New York limited liability company with offices at 300 Westage Business Center Drive, Suite 180, Fishkill, New York 12524, and the NEW YORK POWER AUTHORITY, a corporate municipal instrumentality and political subdivision of the State of New York, with offices at 123 Main Street, White Plains, NY 10601-3170 (collectively, the "Grantee"). Each of Grantor and Grantee is/are sometimes referred to herein as a "Party," or, collectively, as the "Parties."

RECITALS

A. Grantee is seeking this easement in connection with Grantee's Propel NY Energy Project which includes approximately ninety (90) miles of new underground transmission lines (76.6 miles at 345 kilovolts ("kV") and 11.3 miles at 138 kV) (collectively, the "Transmission Lines") and direct interconnections with eight (8) existing and/or new substations located within the counties of Suffolk, Nassau, Queens, Bronx, and Westchester in the State of New York to be permitted pursuant to a Certificate of Environmental Capability and Public Need granted to Grantee by the New York State Public Service Commission ("NYPSC") (as amended from time to time, the "Article VII Certificate") and an Environmental Management and Construction Plan (as amended from time to time, "EM&CP"), each to be approved by the NYPSC in due course. The construction, operation, maintenance, repair, replacement, removal, and decommissioning of the Transmission Lines is collectively referred to, in this Easement Agreement and its schedules and exhibits, as the "Propel Project."

B. Grantor is the owner of that certain real property, Roads, and rights of way ("ROW"), as more specifically described in Schedule(s) A and B, annexed hereto and made a part and parcel hereof, located in the City of New Rochelle, County of Westchester, and State of New York (the "Grantor Property"). For the purpose of this Easement Agreement, the term "Roads" shall mean Grantor's roads, highways, avenues, streets, alleys, sidewalks, tunnels, boulevards, lanes, concourses, driveways, bridges, parkways, alleys, public utility easements of Grantor within the corporate limits of Grantor, as the same now exists or may be hereafter extended or altered, but only insofar as they exist within the areas depicted in Schedule(s) A and B, as defined in Recital C below, and any location thereon, thereover or thereunder (and any portion thereof) and the term "ROW" shall mean the surface of and space above and below any real property of Grantor in which Grantor has a regulatory interest, or interest as a trustee for the public, as such interests now or hereinafter exist, including, all Roads, or any other public place, area or property under the control of Grantor, excluding (i) any dedicated parkland, as of the Commencement Date of this Easement Agreement, as such term is defined in paragraph 3.1 below, and (ii) any property interests held by Grantor subject to the public trust doctrine or other legal restrictions on alienation or non-public use.

C. Grantee desires to receive, and Grantor is willing to grant, upon satisfaction of and subject to certain conditions set forth in this Easement Agreement, certain easements on, over, under, and through Grantor Property described and depicted in the attached Schedule A (the

"Transmission Easement Area") and Schedule B (the "Installation Easement Area") (collectively referred to herein as the "Easement Areas"), for ingress, egress, use, and access, and for construction, operation, maintenance, replacement and repair of the Transmission Lines to be installed, owned, and maintained by Grantee in the Transmission Easement Area.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to be derived herefrom, among the Parties to this Easement Agreement, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Easement. Grantor, effective upon satisfaction of and subject to the terms and conditions of this Easement Agreement, grants and conveys to Grantee the following easements on, over (air rights excluded), under, beneath, across, and through the Transmission Easement Area and Installation Easement Area to lay down, construct and maintain the wires, conductors, conduits and other fixtures of the Propel Project in and under the Grantor Property (the "Project") in accordance with the provisions of this Easement Agreement.

1.1. Transmission Easement. Grantor, for consideration paid, hereby grants to Grantee, for the Term, as defined in Section 3.1 of this Easement Agreement: (i) a non-exclusive surface easement approximately ___ feet in length and ____ feet in width for reasonable ingress and egress from the Transmission Easement Area; and (ii) an exclusive subterranean easement approximately ___ feet in length and ____ feet in width strictly limited to the Transmission Easement Area, solely for the purposes of constructing, reconstructing, altering, installing, upgrading, owning, repairing, replacing in-kind, improving, maintaining, operating, using, inspecting, decommissioning, and removing the subsurface and underground Transmission Lines, which shall consist solely of a 345 kV transmission line and/or 138 kV transmission line, and all ducts, raceways, conductors, terminals, sustaining and protective fixtures, underground splice vaults, underground expansion stabilizers, manholes, hand holes, junction boxes, foundations, fittings, and all housings, connectors, switches, and any other equipment or appurtenances for the transmission of high-voltage electric energy (collectively, the foregoing shall be referred to as the "Transmission Easement"). The Transmission Easement shall be limited exclusively to underground and subsurface facilities and shall not authorize any above-ground transmission facilities, overhead transmission lines, poles, towers, substations, permanent above-ground utility structures, or other above-ground improvements except for those limited surface-level appurtenances expressly identified and approved in the EM&CP by the Grantor, including manhole covers, access hatches, ventilation structures, or other de minimis access-related improvements strictly necessary for the safe operation and maintenance of the underground Transmission Lines.

Grantor hereby agrees to execute, acknowledge, and deliver to Grantee and its transferees and permitted assigns, licensees or permittees such further instruments and agreements (the "Supplemental Agreements") as may be necessary to secure to them the rights intended to be granted herein, provided that the provisions of such Supplemental Agreements are agreeable to the Grantor in both form and substance in its sole discretion. For the avoidance of doubt, the rights granted to Grantee under this Easement Agreement may be exercised by Grantee directly and/or through Grantee's permitted licensees and permittees.

Prior to the execution of this Easement Agreement, and before any installation of the Transmission Lines, Grantee shall provide to Grantor the plans included in the EM&CP showing (i) the locations of the Transmission Easement; and (ii) the physical components of the Transmission Lines located within each portion of the Transmission Easement. After completion of installation of the Transmission Lines, Grantee shall provide to Grantor as-built surveys prepared by a New York State licensed surveyor, provided in hard copy and geo referenced digital format~~in a form that is reasonably acceptable to the Grantor~~, showing: (i) the final locations of the Transmission Easement and (ii) the physical components of the Transmission Lines located within each portion of the Transmission Easement. Notwithstanding any provision of this Easement Agreement to the contrary, the final boundaries and square footage of the permanent and temporary easement areas shall be established by the approved as-built surveys. The final consideration payable to the Grantor for the easement rights granted herein shall be adjusted, as necessary, based upon the final easement areas reflected in the approved as-built surveys, utilizing the same unit values and valuation methodology set forth in the Appraisal upon which the Parties based the initial compensation. Any increase or decrease in the final easement areas shall result in a corresponding adjustment to the compensation payable under this Easement Agreement.

Notwithstanding anything contained herein to the contrary, the rights granted under this Transmission Easement are limited solely to the specific underground Transmission Lines and related facilities expressly described herein and depicted in the EM&CP approved by the NYSPSC. Grantee shall not, without the City's prior written consent, which may be granted or withheld in the City's sole and absolute discretion: (i) expand the geographic scope or physical dimensions of the Transmission Easement Area; (ii) install additional transmission lines, conduits, ducts, circuits, cables, or related facilities; (iii) increase the voltage capacity beyond the 345 kV and/or 138 kV transmission lines expressly authorized herein; (iv) materially increase the size, intensity, or operational capacity of the facilities installed within the Transmission Easement Area; (v) install above-ground appurtenances or access structures; or (vi) materially alter the approved location, configuration, or use of the Transmission Lines. Any activities not expressly authorized herein shall require a separate written agreement approved by the City and any additional approvals required by applicable law.

1.2. Temporary Installation Easement. In addition, Grantor hereby grants to Grantee, for the Term, a non-exclusive, temporary surface easement for a term commencing on the Effective Date and ending on May 1, 2030, unless sooner terminated pursuant to this Easement Agreement, over only those portions of the Installation Easement Area specifically depicted on Schedule B hereto and reasonably necessary for performance of the Work (the "Installation Easement"). The Installation Easement shall be limited to temporary construction-related activities directly associated with the installation of the underground Transmission Lines authorized herein and shall not be construed to grant any permanent possessory rights or exclusive use rights to Grantee.

The Installation Easement Area may be used for the following purposes, to the extent reasonably necessary for the permitted Work and in strict accordance with the EM&CP, all applicable laws, and all permits and approvals required by the Grantor and other governmental authorities: (a) conducting investigations and inspections related to subsurface conditions and the load-bearing and structural characteristics of the Installation Easement Area; (b) reinforcing, modifying, repairing, and/or improving the Installation Easement Area subject to the Grantor's prior written notice and applicable permitting requirements, which permits shall not be unreasonably withheld; (c) temporarily transporting personnel, equipment, and materials to and over the Installation Easement Area to support construction, operation, repair, replacement, improvement, and maintenance of the Transmission Lines and/or the Project; and (d) temporary construction laydown, staging, and storage of materials and equipment actively being used in ongoing construction operations related to the Transmission Lines and/or the Project, provided such activities shall be confined to the specifically designated areas approved in the EM&CP .

All materials, equipment, vehicles, debris, and temporary facilities brought onto the Installation Easement Area shall be removed from the site at the conclusion of each workday, and no overnight storage shall be permitted without a separate approval and/or permit from the Grantor permitting the same. Grantee shall not store, stage, handle, or dispose of any hazardous or regulated materials within the Installation Easement Area, except for small quantities of such materials as are customarily used in construction activities (e.g., fuels, lubricants), and only in strict compliance with all applicable federal, state, and local laws, rules, and regulations, and the EM&CP. Under no circumstances shall the Installation Easement Area be used for bulk storage, staging, or transfer of hazardous materials.

Grantee shall, at all times, maintain the Installation Easement Area in a clean, orderly, and safe condition. During active construction, Grantee shall perform daily site cleanup, including removal of debris, waste materials, and excess equipment, and shall use commercially reasonable efforts to ensure that none of its loose materials, litter, or construction waste is permitted to accumulate. All of Grantee's waste shall be properly contained and disposed of off-site in accordance with applicable law. Grantee shall be responsible for securing the Installation Easement Area at all times. Such obligations are to be provided in the EM&CP and include: installation and maintenance of temporary fencing, barriers, signage, lighting, and other safety measures necessary to protect the public and prevent unauthorized access. Grantee shall ensure that all equipment and materials are properly secured when not in use and that the site does not present a hazard to pedestrians, vehicles, or adjacent properties.

To the extent such requirements as are not preempted by Article VII of the NYPSC or applicable law, nothing contained herein shall relieve Grantee from obtaining any permit, license, approval, street opening permit, traffic authorization, site access approval, or other authorization otherwise required by the City Code, the City Charter, applicable law, or the City's police powers, all of which are expressly reserved by the City. The granting of the Installation Easement shall not be construed as a waiver, limitation, or surrender of the City's regulatory, governmental, or permitting authority.

The City reserves the right to seek reasonable conditions, restrictions, work-hour limitations, traffic control requirements, public safety measures, restoration requirements, and coordination requirements through the Article VII permitting process and/or the EM&CP as reasonably necessary to protect public health, safety, municipal operations, infrastructure, environmentally sensitive areas, and the use and enjoyment of adjacent properties and public spaces.

1.3. Restoration of the Installation Easement Area, other than the Roads in the Installation Easement Area. Grantee shall perform all restoration work on a phased, segment-by-segment basis, contemporaneously with its construction activities. As each segment of work is completed, Grantee shall promptly restore the affected area, including but not limited to sidewalks and adjacent infrastructure, without awaiting completion of the overall Propel Project, subject to the Restoration Period Force Majeure provision of Section 1.4 hereof. In no event shall restoration of any segment be unreasonably delayed. All restoration work shall be performed in accordance with the EM&CP and to the reasonable satisfaction of the City. Upon completion of restoration for any segment, Grantee shall notify the City and request inspection. The City shall have the right to inspect the work and issue a written punch list identifying any deficiencies or incomplete items. Grantee shall promptly correct all such items at its sole cost and expense. Final acceptance of restoration work shall occur only upon written confirmation by the City that all punch list items have been satisfactorily completed. Grantee shall warrant all restoration work, including but not limited to subgrade, sidewalks, and appurtenances, for a period of two (2) years following final acceptance by the City. During the warranty period, Grantee shall, at its sole cost and expense, promptly repair or replace any defects, settlement, deterioration, or failure of the restored areas, as determined by the City. If Grantee fails to make such repairs within a reasonable time after notice from the City, the City may perform such work and Grantee shall reimburse the City for all reasonable costs incurred.

1.3.1 Inspection; Stop Work Authority. The City and its authorized representatives, including but not limited to its engineers, inspectors, and agents, shall have the right to enter upon and inspect the Easement Areas and any work performed by or on behalf of Grantee at any time, with or without prior notice, to ensure compliance with this Easement Agreement and all applicable laws, codes, and regulations. In the event the City determines that any work is being performed in a manner that violates the EM&CP, applicable law, or any permit issued by the City or other governmental authority ("Governmental Requirements"), or the terms of this Easement Agreement, or poses an immediate threat to public health, safety, or welfare, the City shall have the right to issue a stop-work order. Upon issuance of such order, Grantee shall immediately cease the affected work and shall not resume such work until the violation or condition has been corrected to the satisfaction of the City and the City has authorized resumption in writing. Grantee shall be responsible for any costs, delays, or damages resulting from such stop-work order.

1.3.2 Coordination with City Departments. Grantee shall coordinate all work within the Easement Areas with the City and its relevant departments, including but not limited to the Department of Public Works, Police Department, and Fire Department. Such coordination shall include, at a minimum:

(a) Advance notice of construction schedules, lane closures, and major activities;
(b) Coordination of traffic management and pedestrian safety measures, all as provided in the EM&CP;
(c) Maintenance of emergency access at all times in accordance with the EM&CP; and
(d) Compliance with all directives issued by the City or its departments relating to public safety, traffic control, and emergency response to ensure compliance with the EM&CP.

Grantee shall comply with all reasonable requirements and directions of such departments and shall modify its work to be consistent with Governmental Requirements, as necessary, to ensure the safety and convenience of the public and the efficient operation of City services.

1.4. Restoration of the Roads in the Installation Easement Area. Grantee, at its sole cost and expense (or Grantor, where Grantee has made the Restoration Payment), shall repair, restore and replace any and all damage caused directly or indirectly by Grantee, or its contractors, subcontractors, agents, employees, licensees, permittees, invitees, or representatives, to the Roads, rights of way, sidewalks, curbs, gutters, utilities, landscaping, drainage facilities, traffic control devices, municipal infrastructure, or other public or private improvements, within the Installation Easement Area ("Restoration Obligation"). All such restoration work shall: (i) be performed in strict compliance with Governmental Requirements; (ii) comply with all requirements, specifications, standards, details, and directives of the City, including all applicable requirements of the City Engineer and Department of Public Works; (iii) meet or exceed all applicable standards of the New York State Department of Transportation; and (iv) restore all affected property and infrastructure to a condition equal to or better than the condition documented in the Baseline Report required by Section 1.5 hereof, as determined by the City in its reasonable discretion.

Without limiting the foregoing, in accordance with the EM&CP, all roadway restoration shall be full depth, and full width restoration from curb to curb, including restoration of pavement, subgrade, base course, curbing, striping, signage, traffic detection systems, landscaping, drainage facilities, and all related appurtenances, unless the City expressly approves an alternate restoration method in writing. The scope, method, sequencing, materials, and performance standards applicable to all restoration work not included in the EM&CP shall be performed in accordance with industry/New York State Department of Transportation standards. Grantee shall commence restoration work immediately upon completion of the applicable phase of work and shall diligently prosecute such restoration to completion. Temporary patches shall not constitute final restoration and shall only be permitted for such limited duration as approved by the City. Grantee shall complete permanent restoration as soon as practicable and, unless otherwise approved in writing by the City, no later than sixty (60) business days following completion of the applicable work giving rise to the damage or disturbance (the "Restoration Period").

The Restoration Period shall be extended only for the actual period of delay directly caused by: (a) conditions expressly prohibiting restoration work under Article VII Certificate (as defined in the Recitals), the EM&CP (as defined in the Recitals) or this Easement Agreement; (b) work is technically infeasible due to seasonal weather conditions; or (c) work is prohibited or limited due to governmental orders, rules or restrictions (which period is hereinafter referred to as the "Restoration Period Force Majeure"); provided, however, that Grantee shall continue to implement all temporary restoration, stabilization, maintenance, traffic control, pedestrian protection, and public safety measures required by the City during any such delay. Financial hardship, contractor scheduling issues or labor shortages shall not constitute a Force Majeure Restoration Delay.

Grantee shall perform the restoration work in accordance with EM&CP and shall coordinate all restoration activities with the City. Nothing contained herein shall obligate the City to expedite, waive, or modify any permitting, inspection, or approval requirements. Grantor shall reasonably cooperate with Grantee in performing and completing the Restoration Obligation, including, without limitation, expediting any permits, approvals, or consents to complete such work. The manner of repair of any damage by either party shall be in accordance with official industry standards of the New York State Department of Transportation and municipal requirements that are applicable for the type of Roads, ROW and restoration areas involved.

Grantee shall warrant all restoration work, including but not limited to pavement, subgrade, curbing, and appurtenances, for a period of two (2) years following final acceptance by the City. Such warranty shall include, without limitation, settlement, cracking, potholes, pavement failure, trench failure, drainage defects, deterioration, structural defects, utility conflicts, and defective workmanship or materials, ordinary wear and tear excluded. During the warranty period, Grantee shall promptly repair and correct any defects identified by the City at Grantee's sole cost and expense.

In the event that Grantee has not performed its Restoration Obligations in a timely manner pursuant to the terms of this paragraph, then the City shall have the right, but not the obligation, to perform any and all restoration work as the City deems, in its sole discretion, to be reasonably necessary to protect the health and safety of the general public. In the event that the City performs such restoration work, then the City shall provide Grantee with documentation evidencing the reasonable costs and expenses the City incurred in connection with the same, including all costs set forth and allowable under Section 1.7 below, and Grantee shall reimburse the City for all such costs and expenses ("Restoration Reimbursement") within 30 business days of Grantee's receipt of the City's delivery of the Restoration Reimbursement documentation. Both the Grantee's Restoration Obligations and its responsibility for any Restoration Reimbursement shall be a continual obligation, commencing from the date of Grantee's work in the Installation Easement Area, and only terminating upon the final completion of all restoration work, expiration of all warranties, satisfaction of all Restoration Reimbursement, and final written release by the City.

The City's review, approval, inspection, monitoring, or acceptance of any restoration work shall not relieve Grantee of responsibility or liability for defective work, latent defects, future settlement, failure of restoration, or noncompliance with Governmental Requirements.

1.5. <u>Baseline Report to be Provided by Grantee</u>. Prior to commencement of construction, Grantee shall conduct a joint inspection of the Installation Easement Area with City's engineers. Grantee will provide, at its sole cost and expense, to Grantor a report detailing existing conditions of the Installation Easement Area, and the Roads, right of ways, sidewalks, curbs, gutters, utilities, drainage facilities, landscaping, traffic control devices, structures, subsurface infrastructure, municipal facilities, and all other public or private improvements located within or reasonably adjacent to the Installation Easement Area that may be impacted by Grantee's activities in the Installation Easement Area, accompanied by videos or similar visual documentation showing pre-construction conditions. This report and the accompanying documentation shall constitute a baseline report ("Baseline Report") of the existing conditions and identify all areas to be potentially impacted by Grantee's activities. The City shall have the right, but not the obligation, to supplement, modify, correct, reject, or require additional documentation, inspections, testing, or investigation relating to the Baseline Report. Any documentation, comments, corrections, supplemental reports, photographs, videos, testing results, or assessments provided or required by the City shall automatically become part of the Baseline Report and shall control in the event of any conflict, discrepancy, ambiguity, omission, or dispute. Grantee shall not commence work until the City has confirmed in writing that the Baseline Report is acceptable.

If any condition, defect, deterioration, settlement, cracking, utility conflict, drainage issue, or structural issue is discovered after commencement of Grantee's activities in an area not adequately documented in the Baseline Report, such condition shall be presumed to have been caused by Grantee unless Grantee can reasonably demonstrate otherwise in the reasonable discretion of the Grantor. Grantee shall update the Baseline Report as reasonably required by the City throughout construction to reflect changing site conditions, phased construction activities, or newly impacted areas.

1.6. Conditions as to Construction, Installation, Maintenance, Repair, Replacement, Removal, and Decommissioning of the Transmission Lines and Restoration of Grantor Property. Notwithstanding any provision to the contrary, Grantee shall perform all construction, installation, maintenance, operation, inspection, repair, replacement, removal, decommissioning, restoration, and related activities of the Transmission Lines strictly in accordance with the provisions and specifications set forth in the Article VII Certificate issued by the NYPSC, the EM&CP for the Transmission Lines, prepared pursuant to the Article VII Certificate, and this Easement Agreement. Construction of the Transmission Lines shall not commence until (i) the appropriate phase of the EM&CP for the applicable construction is approved by the NYPSC; (ii) Grantee has obtained all permit(s), approvals, license, and authorizations required by this Easement Agreement, and all conditions to the issuance of same have been satisfied; and (iii) the Baseline Report has been accepted by the City in writing.

Grantee shall perform all Work in a manner that minimizes disruption to the public, municipal operations, traffic, pedestrians, utilities, environmentally sensitive areas, parks, adjacent property owners, and public services. The City shall have the right to seek the inclusion of reasonable restrictions relating to work hours, traffic management, noise, vibration, dust control, public access, emergency access, sequencing, coordination with municipal operations, protection of utilities and infrastructure, and public safety in the EM&CP.

1.7. Option Regarding Repair and Restoration Activities Performed by Grantor. Notwithstanding any provision to the contrary, Grantor shall have the right, but not the obligation, in its sole and absolute discretion, to elect to perform all or any portion of the Restoration Obligations itself or through its contractors, agents, or consultants. In connection therewith, Grantor may, but shall not be required to, require Grantee to pay to Grantor a one time, commercially reasonable sum of U.S. Dollars, to be determined by Grantor in its sole, but reasonable discretion, to satisfy the Restoration Obligations (the "Restoration Payment"). The Restoration Payment shall be determined exclusively by the City and may include all actual or reasonably anticipated costs and expenses associated with the applicable restoration work, including without limitation: engineering and design costs; inspection and construction management costs; consultant costs; traffic control and public safety measures; administrative costs; overhead costs; legal fees; emergency response costs; and contingency in an amount not to exceed 15% of the total estimated restoration cost. Upon Grantor's receipt of the Restoration Payment, Grantor shall complete the Restoration Obligations agreed to in accordance with the requirements of this Easement Agreement and repair or restoration requirements in the Article VII Certificate. Acceptance of a Restoration Payment by the City shall forever release Grantee from those specific Restoration Obligations expressly identified by the City in writing as being assumed by the City and shall not release Grantee from responsibility for restoration work not performed by the City or any other obligations under this Easement Agreement. Within seven (7) days after its receipt of the Restoration Payment, Grantor shall issue a written receipt to Grantee in the form attached hereto as Exhibit A.

1.8. Relocation of Transmission Line

1.8.1 Notice. The City may require relocation, temporary suspension, protection, support, removal, configuration, lowering, raising, or other modification of the Transmission Lines and related facilities whenever the City determines such action is reasonably necessary for: (i) public health, safety or welfare; (ii) the prevention or elimination of interference with the delivery of public services, municipal operations, utilities, or infrastructure; (iii) compliance with Governmental Requirements; (iv) construction, reconstruction, repair, maintenance, replacement, widening, redesign, relocation, elimination, or improvement of any Road, ROW, municipal facility, public improvement, utility, drainage system, streetscape improvement, resiliency project, or other public project; (v) protection of environmentally sensitive areas or municipal property; or (vi) any other legitimate municipal purpose. Such relocation or modification shall be initiated by the City by delivering written notice to Grantee identifying the need and basis for the requested action and, where applicable, identifying alternative Rights-of-Way and/or other City owned lands to which Grantee may relocate its Transmission Lines. Grantee shall, at its sole cost and expense and within the time period reasonably specified by the City, perform all work necessary to comply with the City's relocation or modification request, including all engineering, permitting, removal, restoration, traffic control, public safety measures, utility coordination, environmental compliance, and related work.

If, at a public meeting of the City Council or other City Board, the City contemplates a planned project or improvement that would require the relocation of the Transmission Lines, the City shall give notice to the Grantee for the sole purpose of allowing the Grantee to plan for the potential relocation. In no event shall Grantee oppose, challenge, delay, interfere with, or seek to enjoin any planned project or improvement for which it receives notice in accordance with this Section 1.8.1.

1.8.2. Timeframe. After receiving notice as set forth in this Section 1.8, Grantee shall promptly commence all necessary engineering, coordination, permitting, and related activities and shall diligently prosecute the such work to completion, as soon as practicable, but in no event later than one-hundred-eighty (180) days after receipt of such notice or the date generally imposed by the Grantor on other utilities in the same locations, whichever is later. The Parties may mutually agree in writing to alternative schedules, including accelerated schedules of less than ninety (90) days to respond to emergencies or other similar extraordinary circumstances.

1.8.3. Cost of Relocation. In the event relocation or modification of any Transmission Line is necessitated for any of the reasons set forth in 1.8.1 above, Grantee shall be required to relocate or modify its Transmission Line at its sole cost and expense. Grantee shall be permitted to participate in any joint build program for underground installation with other owners of utility infrastructure and to pay only its reasonably determined equitable share of the cost of all such relocations covered by the joint build program. In all other events, the cost and expense of relocation or modification of the Transmission Lines shall be borne by Grantee.

2. Effectiveness; Conditions Precedent; No Vesting of Rights. Notwithstanding any other provisions of this Easement Agreement to the contrary, none of the rights granted to Grantee under this Easement Agreement and the easements provided for herein may be exercised by Grantee unless and until the date when all of the following conditions shall have been met: (a) Grantee shall have duly executed and delivered to Grantor this Easement Agreement, together with the required payment and any supplemental forms, insurance documentation, bonds, financial assurances, and other materials reasonably required by the City; (b) Grantee shall have provided the City with complete copies of the final Article VII Certificate, all approved phases of the EM&CP approved by NYPSC, all applicable plans and specifications, and all other approvals, permits studies and supporting materials reasonably requested by the City; (c) Grantee shall have obtained the applicable permit required by the City for the commencement of construction of the Transmission Lines in the Transmission Easement Area; (d) Grantor's City Council shall have adopted a resolution authorizing this Easement Agreement, and the easements granted thereunder, subject to any permissive referendum and all other approvals, authorizations, and environmental reviews required for this Easement Agreement and the easements granted thereunder; and (e) Grantee shall have complied with all additional pre-construction requirements imposed pursuant to this Easement Agreement, the EM&CP, Governmental Requirements, or the City's permitting authority to the extent the same is not preempted by Article VII of the NYPSC or applicable law.

Satisfaction of the foregoing conditions precedent shall not be deemed a waiver or limitation of the City's continuing governmental, regulatory, legislative, proprietary, permitting, inspection, enforcement, or police powers. The City's execution of this Easement Agreement, issuance of permits, acceptance of submissions, or approval of plans shall not constitute a representation or warranty by the City regarding the legality, feasibility, constructability, safety, or permissibility of the Project or any portion thereof.

3. Term of This Easement Agreement; Early Termination.

3.1. Term.

(a) Subject to the terms, conditions, limitations and requirements set forth in this Easement Agreement, the term of this Easement Agreement (the "Term") shall commence upon the date (the "Commencement Date") which is the earlier of: (i) the date the NYPSC approves this Easement Agreement or is deemed to have approved this Easement Agreement pursuant to Article VII of the Public Service Law, within the time period provided by Section 3.2 hereof, with no conditions; or (ii) the date the NYPSC approves this Easement

Agreement pursuant to Article VII of the Public Service Law with conditions, within the time period provided by Section 3.2 hereof, and neither Party shall have sent a written notice to the other Party stating that any such condition is not acceptable to it within one year from the date hereof.

(b) The Term shall automatically terminate, without necessity of further action by the City, upon the earliest occurrence of any of the following: (i) permanent removal of the Transmissions Lines from service; (ii) abandonment of the Transmission Lines; (iii) expiration, revocation or termination of the Article VII Certificate without replacement authorization acceptable to the City; or (iv) (v) mutual written agreement of the Parties. The Transmission Lines shall be "abandoned" within the meaning of this Easement Agreement upon: (a) written notification from Grantee to Grantor that Grantee no longer intends to use, operate, or maintain the Transmission Lines; or (b) the Transmission Lines are not used for the transmission of electricity, or are de-energized, disconnected, bypassed, or removed from active service for a continuous period of six months with no plan to reenergize or resume operation, and the Grantee has not provided written notice of intent to resume service within that period; or (c) Grantee dissolves or ceases operations without a successor entity(ies), becomes insolvent, abandons the Project, or otherwise ceases to maintain the legal or operational capability to operate the Transmission Lines.

(c) In the event that this Easement Agreement shall terminate, this Easement Agreement shall be of no further force and effect, and, upon compliance with this section (c), all easement rights shall revert to the Grantor such that Grantor will possess all of the rights to the Easement Areas it enjoyed prior to the delivery of this Easement Agreement. Upon termination, the Grantee, shall at its sole cost and expense and in accordance with Governmental Requirements and a schedule reasonably approved by the City: (i) decommission and remove the Transmission Lines and all related facilities unless the City expressly authorizes otherwise in writing; (2) restore all affected property to a condition reasonably satisfactory to the City; and (3) record any releases, satisfactions, or instruments reasonably required by the City to evidence termination of this Easement Agreement. Grantee shall remain fully liable for those obligations under this Easement Agreement that expressly survive termination, and for those obligations incurred prior to termination of this Easement Agreement that remain unfulfilled by Grantee at the time of termination.

(d) Grantee's rights in and to the Installation Easement Area under this Easement Agreement shall terminate upon completion of the construction of Grantee's Transmission Lines and completion of restoration, repair, cleanup, punch-list, demobilization, and site stabilization work required under this Easement Agreement, the Article VII Certificate, the EM&CP, Governmental Requirements, and all permits.

(e) Early Termination. Without limiting any other provision contained in this Easement Agreement, this Easement Agreement shall automatically terminate, without liability to the City, upon the occurrence of any of the following: (i) the NYPSC denies approval of this Easement Agreement or the Propel Project; (ii) the NYPSC approves this Easement Agreement or the Propel Project subject to any one or more conditions that are not acceptable to Grantee; or (iii) the Article VII Certificate expires, is revoked, suspended, annulled, materially modified, or otherwise ceases to authorize the Propel Project as contemplated herein. The provisions of this Section 3.2 shall be subject in all respects to Applicable Laws and/or any approvals of any applicable Governmental Authority; provided, however, that nothing herein shall be construed to limit the City's governmental authority, police powers, proprietary rights, or discretion under this Easement Agreement or applicable law.

Notwithstanding anything contained herein to the contrary, no deemed approval, lapse of time, administrative inaction, or failure of the NYPSC or any governmental authority to act shall create vested rights in favor of Grantee or obligate the City to proceed with this Easement Agreement or the easements contemplated herein.

The City shall retain the unilateral right, exercisable in its sole discretion prior to the Commencement Date, to terminate this Easement Agreement if any required governmental approval, environmental review, permissive referendum, legislative approval, funding authorization, or legal authorization is denied or materially conditioned in a manner contrary to the material terms of this Easement Agreement; or Grantee fails to timely satisfy any condition precedent, permitting requirement, insurance requirement, financial assurance requirement, or other material obligation under this Easement Agreement.

Upon any termination of this Easement Agreement prior to commencement of construction, Grantee shall have no further rights in or to the Easement Areas and shall promptly reimburse the City for all outstanding fees, costs, consultant expenses, engineering costs, legal fees, and administrative expenses actually incurred by the City in connection with review, negotiation, administration, or termination of this Easement Agreement. If termination occurs after Grantee has entered upon City property or commenced any work, Grantee shall immediately cease all activities and shall, at its sole cost and expense and in accordance with Governmental Requirements, secure the site, remove all equipment, materials, temporary facilities, and partially completed work unless otherwise directed by the City, restore all affected property to a condition satisfactory to the City, and comply with all decommissioning, restoration, environmental, and public safety requirements imposed by the City or applicable law.

4. Use of Transmission Easement Area and Installation Easement Area.

4.1. Use; Limitations. Grantee shall have the limited, non-exclusive right to use the Transmission Easement and the temporary Installation Easement Area solely for the purposes of the Project set forth in Sections 1.1 and 1.2 above, and subject at all times to the terms, conditions, limitations, restrictions, and requirements set forth in this Easement Agreement. Without limiting the foregoing, Grantee shall have no right, without the City's prior written consent, which may be withheld in the City's sole discretion, to: (i) expand the geographic scope of the Easement Areas; (ii) install additional transmission lines, conduits, ducts, circuits, cables, communication facilities, or utility infrastructure; (iii) materially increase the voltage, capacity, intensity, or operational footprint of the Transmission Lines; (iv) install additional above-ground structures or appurtenances; (v) use the Easement Areas for unrelated utility, telecommunications, commercial, or private purposes; or (vi) interfere with the City's present or future use of the Easement Areas or adjacent property.

Except as otherwise provided in this Easement Agreement, Grantee (and/or others to which Grantee may assign, permit, license or convey rights or an interest under this Easement Agreement) shall retain title to, and possession of, the Transmission Lines placed within the Transmission Easement Area (including, without limitation, all additions, alterations, and improvements to the Transmission Lines, all replacements of the Transmission Lines, and all appurtenant fixtures, machinery, and equipment installed for the Transmission Lines), and, except as otherwise provided in this Easement Agreement, the Transmission Lines shall remain the personal property of Grantee and shall not attach to or be deemed a part of, or fixture to, the Transmission Easement Area, and Grantee shall have the right to remove the Transmission Lines from the Transmission Easement Area at any time, subject to the decommissioning provisions of the Article VII Certificate, the EM&CP, and the provisions of Section 1.5 above. Except as otherwise provided in this Easement Agreement, Grantor shall have no ownership interest in or to any of the Transmission Lines. This Easement Agreement is not intended to limit Grantor's use of the Transmission Easement Area and the Installation Easement Area, except as specifically provided herein.

4.2. No Interference/Use Agreement of the Transmission Easement Area.

(a) Subject to this Section 4.2, Grantee's use and right to use the Transmission Easement Area is non-exclusive, subordinate to, and also in common with Grantor. Grantor reserves and retains the unrestricted right to use, occupy, regulate, maintain, repair, improve, access, and utilize the Transmission Easement Area and adjacent property for all lawful municipal, governmental, utility, transportation, environmental, recreational, infrastructure, resiliency, redevelopment, and public purposes consistent with this Easement Agreement. Grantor agrees that, during the Term, it shall not voluntarily grant to any third-party new easement rights or occupancy rights within the actual subsurface footprint of the Transmission Easement Area that would materially and permanently physically interfere with the existing Transmission Lines, without first consulting with Grantee regarding reasonable engineering coordination measures. Notwithstanding the foregoing, nothing contained herein shall prohibit, restrict, or impair: (i) the City's exercise of its governmental authority or police powers; (ii) municipal projects or public improvements; (iii) utility crossings or installations approved by the City that do not unreasonably impair the physical integrity of the Transmission Lines; (iv) emergency work; or (v) the City's rights under Sections 1.8 or any relocation provisions of this Easement Agreement. Grantee shall not have any approval right, consent right, veto power, exclusivity right, or right to delay, condition, supervise, or interfere with the City's operations, municipal projects, permitting authority, or use of adjacent property.

(b) Grantor is, and in the future may become, a party to, subject to and/or has granted licenses and/or other various access rights to certain third parties (collectively, the "Licensees") under occupancy agreements, license agreements, access agreements and/or other reservation of rights pursuant to any covenant, restriction and/or easement of record and/or any other unrecorded license, access agreement and/or other reservation of rights, whether written or otherwise (collectively, the "Occupancy Agreements"), granting the right to ingress and egress on, in, over, across and under the Transmission Easement Area and/or the right to install, operate, use, maintain, repair and replace facilities on, in, over, across and under the Transmission Easement Area. Occupancy Agreements entered into after the date hereof, excluding renewals of existing Occupancy Agreements, shall be subject to this Easement Agreement; provided, however, that nothing contained herein shall prohibit or limit Grantor from authorizing utility crossings, municipal infrastructure, public improvements, emergency work, or other uses that do not materially and permanently physically interfere with the existing Transmission Lines.

(c) Grantee acknowledges and agrees that the Transmission Easement is non-exclusive and subordinate to the City's continuing management and use of the Roads and municipal property, and that future co-location of utilities and infrastructure within or adjacent to the Transmission Easement Area may occur.

(d) In the event that a Licensee's consent or approval is required with respect to any work performed on, under or through the Transmission Easement Area by Grantee, Grantor shall use commercially reasonable efforts to cooperate with Grantee in obtaining the same from such Licensee, all at Grantee's sole cost and expense, including reasonable attorneys' fees.

(e) Grantor shall provide Grantee with reasonable, but in no case less than ten (10) business days',prior written notice of any non-emergency work to be performed in the Transmission Easement Area by Grantor or the Licensees that materially and directly physically affects the Transmission Lines. Grantee may, at its sole cost and expense, review plans and observe construction activities occurring in immediate proximity to the Transmission Lines for the limited purpose of coordinating protection of the Transmission Lines and minimizing unnecessary physical damage thereto and ensuring the protection of the life and safety of those performing the contemplated work; provided, however, that Grantee shall have no authority to supervise, direct, control, stop, delay, approve, condition, or interfere with any work performed by Grantor or authorized third parties except as may be necessary to protect the life and safety of those performing such work. For any emergency work, Grantor will proceed immediately and provide notice as soon as reasonably possible under the circumstances.

(f) Notwithstanding any provision of this Easement Agreement to the contrary, Grantee acknowledges that the Transmission Easement Area is located within or adjacent to lands that may be used by Grantor for present or future public works, public improvements, or other municipal projects. Accordingly, Grantee shall, at its sole cost and expense, protect, remove, relocate, support, or otherwise modify the transmission lines and any related facilities as may be reasonably required by Grantor to permit Grantor to construct, repair, maintain, or undertake any public works, public improvements, or public projects, including but not limited to roadway work, utility installations, drainage improvements, or streetscape improvements, and municipal infrastructure upgrades. Grantor shall provide Grantee with reasonable prior written notice of the required work, together with any plans or information necessary to identify the conflict, and the parties shall reasonably coordinate any work to be performed hereunder. Grantee shall perform any required protection, removal, or relocation work within a reasonable time after receiving notice, in a manner that avoids unreasonable interference with Grantor's project schedule. If Grantee fails to timely perform such work, Grantor may, upon reasonable notice and without waiving any other rights or remedies, perform the necessary work directly or through its contractors, in accordance with industry standards for work on high voltage transmission lines, and Grantee shall reimburse Grantor for all actual, documented reasonable costs incurred by Grantor in connection therewith. Nothing in this provision shall be construed to limit Grantor's right to use its property for any public purpose or to require Grantor to compensate Grantee for any such relocation or modification of the transmission lines.

4.3. No Interference/Use Agreement of Installation Easement Area. Grantee's use and right to use of the Installation Easement Area is temporary, non-exclusive, subordinate to and in common with Grantor; however, Grantor agrees that, except in the reasonable exercise of Grantor's governmental, legislative, or administrative functions, rights, or obligations, Grantor shall use reasonable efforts not to intentionally and unnecessarily undertake any activity or authorize activities within the specifically designated work areas of the Installation Easement Area that would materially and directly physically interfere with or adversely impact Grantee's authorized construction activities being performed in accordance with this Easement Agreement, Governmental Requirements, and all permits. Notwithstanding the foregoing, nothing contained herein shall restrict, impair, or limit: (i) Grantor's governmental authority, police powers, emergency authority, permitting authority, or proprietary rights; (ii) municipal operations or public works; (iii) emergency access or emergency response activities; (iv) utility operations or utility coordination activities; (v) public safety measures; (vi) municipal projects or infrastructure improvements; or (vii) Grantor's ability to authorize third-party activities within or adjacent to the Installation Easement Area. Parties shall coordinate in the preparation of the EM&CP to limit temporary interference, coordination conflicts, access limitations, traffic restrictions, utility conflicts, and overlapping municipal activities in the Installation Easement Area to the extent feasible.

4.4. Removal of the Transmission Lines upon Termination of this Easement Agreement. Upon the expiration or earlier termination of this Easement Agreement, Grantor shall have the right, in its sole discretion, to require Grantee, at Grantee's sole cost and expense, to remove Grantee's Transmission Lines and all related equipment, conduits, ducts, raceways, splice vaults, hand holes, junction boxes, appurtenances, materials, personal property, fixtures, and other facilities installed or maintained by Grantee from the Easement Areas ("Removal Work"). All Removal Work shall be performed in accordance with this Easement Agreement, the Article VII Certificate, the EM&CP, Governmental Requirements, and all permits. Grantee, at its sole cost and expense, shall fully restore all affected property, infrastructure, roadways, sidewalks, landscaping, utilities, drainage systems, and municipal facilities disturbed or impacted by the Removal Work to a condition satisfactory to the City in the City's reasonable discretion and in accordance with all restoration standards set forth in this Easement Agreement. Grantee shall commence the Removal Work within ninety (90) days following expiration or termination of this Easement Agreement and shall diligently prosecute the Removal Work to completion. All Removal Work and Restoration Obligations shall be fully completed within one (1) year after the expiration or termination of this Easement Agreement, or such longer period of time as the Parties may then agree in writing. Any portion of Grantee's Transmission Lines, equipment, materials, personal property or fixtures not so removed by Grantee or Grantee's Affiliates shall be deemed abandoned and Grantor may either appropriate any portion thereof for its own use, or secure, maintain, remove, dispose or remediate such property at Grantee's sole cost and expense. The provisions and obligations of Grantee of this Section 4.4 shall survive the expiration, revocation and/or termination of this Easement Agreement. All of the foregoing provisions of this Section 4.4

shall be subject in all respects to any law, ordinance, order, rule, request, or regulation of any governmental agency or entity. Nothing contained herein shall obligate Grantor to permit any abandoned facilities to remain in place, nor shall any failure by Grantor to require immediate removal constitute acceptance of such facilities or a waiver of Grantor's rights.

4.5. Grantor Reserved Rights.

All rights granted to Grantee hereunder shall be subject to the rights of Grantor as follows:

(a) the right of Grantor now and hereafter to occupy, use access, regulate, maintain, repair, replace, improve, alter, construct upon, relocate, redevelop, and otherwise utilize all or any portion or portions of the Grantor Property in the reasonable exercise of Grantor's governmental, legislative, or administrative functions, rights, or obligations; and,

(b) subject to Section 4.1 and Section 4.2 above, the right of Grantor from time to time hereafter to grant to others or to authorize the occupancy or use by others of any portion or portions of the Grantor Property for any purpose(s) whatsoever, provided, however, that Grantor shall use reasonable efforts to avoid unnecessary material physical interference with the existing Transmission Lines. Grantee may, at its sole cost and expense, observe and review such work solely for purposes of coordinating protection of the Transmission Lines, but Grantee shall have no authority to supervise, direct, control, stop, delay, approve, or condition such work except to the limited extent necessary to protect the life and safety of those performing such work and prevent unnecessary damage to the Transmission Lines.

(c) Nothing in this Agreement shall limit or impair the City's governmental, legislative, policy, or regulatory powers, including but not limited to, control over Roads, ROW, sidewalks, streets, public safety, traffic or infrastructure. All work is subject to the City Code unless expressly preempted.

5. Payment.

As consideration for the grant of the Easements, Grantee agrees that it shall pay Grantor the following fees:

5.1 For the temporary Installation Easement, the sum of ________ which Grantor acknowledges has been paid upon execution of this Agreement; and

5.2 For the permanent Transmission Easement, the sum of ______ to be paid prior to the commencement of Installation.

6. Grantor's Obligations.

6.1. Authority. Grantor hereby represents and warrants to Grantee that Grantor has validly authorized the execution of this Easement Agreement.

6.2. No Conflicts. Grantor hereby represents and warrants to Grantee that, to the best of its actual knowledge without independent investigation, as of the date of the execution and

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delivery of this Easement Agreement, Grantor has not knowingly entered into any written agreement that would expressly prohibit Grantor from executing and delivering this Easement Agreement. Except as expressly set forth herein, Grantor makes no representation or warranty, express or implied, regarding: (i) title to the Grantor Property; (ii) the availability, suitability, legality, or fitness of the Easement Areas for Grantee's intended use; (iii) the existence or absence of utilities, easements, encumbrances, restrictions, environmental conditions, subsurface conditions, public trust restrictions, parkland restrictions, or third-party rights; (iv) the ability of Grantee to obtain or maintain any governmental approvals, permits, or authorizations; or (v) whether Grantee's use of the Easement Areas will conflict with or violate any Governmental Requirements, governmental approvals, third-party rights, easements, restrictions, covenants, franchises, licenses, occupancy agreements, funding requirements, public trust obligations, parkland restrictions, or other legal or equitable interests affecting the Grantor Property. Grantee acknowledges that it has independently investigated and satisfied itself regarding the suitability of the Easement Areas and assumes all risks associated with its use thereof.

6.3. Consents. Grantor represents and warrants as of the date of execution of this Easement Agreement and to the best of Grantor's actual knowledge without independent investigation that, except as expressly set forth herein, no consent, permission, authorization, order, approval, filing, or registration is presently known by Grantor to be required for Grantor's execution and delivery of this Easement Agreement other than: (i) approvals, authorizations, procedures, and filings required pursuant to the City Code, City Charter, applicable provisions of New York law governing municipal easements and conveyances, permissive referendum requirements, SEQRA requirements, parkland alienation requirements, public trust requirements, and other Governmental Requirements; and (ii) approvals, permits, consents, and authorizations required from the NYPSC in connection with the Propel Project, the Article VII Certificate, and the EM&CP, for Grantee's use of the Easement Areas. Grantor makes no representation or warranty that all governmental approvals, permits, authorizations, environmental reviews, or third-party consents required for the Project or Grantee's intended use of the Easement Areas have been or will be obtained, or that any such approvals will remain in full force and effect. Grantee acknowledges that it is solely responsible for obtaining and maintaining all approvals, permits, authorizations, and consents required for the Project and its exercise of rights under this Easement Agreement. Nothing contained herein shall be construed as a representation or warranty by Grantor that the execution, delivery, approval, recording, or performance of this Easement Agreement is exempt from future governmental review, legislative action, public trust requirements, environmental review, permitting requirements, or other Governmental Requirements.

6.4. Cooperation. Grantor hereby agrees with Grantee that Grantor, upon request of Grantee, shall reasonably cooperate with Grantee, in helping Grantee obtain signatures of any of Grantor's Licensees, tenants, grantees and lenders on non-disturbance agreements or subordination agreements, as set forth herein, at Grantee's sole cost and expense.

6.5. Limited Quiet Enjoyment. Grantor hereby covenants with Grantee that Grantee and its lawful successor(s), assigns(s), permittee(s), licensee(s), or transferee(s) in interest shall not be intentionally and unreasonably disturbed by Grantor in Grantee's authorized exercise of the specific easement rights expressly granted herein. Grantee acknowledges that the rights granted herein are non-exclusive, subordinate to the City's continuing governmental and proprietary rights, and subject to the possibility of future municipal projects, utility coordination activities, infrastructure work, traffic restrictions, emergency operations, and other lawful governmental actions that may temporarily affect Grantee's use of the Easement Areas.

7. Grantee's Obligations.

7.1. Authority. Grantee hereby represents and warrants to Grantor that Grantee has the full right, power, title, and interest to enter into this Easement Agreement.

7.2. No Conflicts. Grantee hereby represents and warrants to Grantor that the execution and delivery of this Easement Agreement and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any Applicable Laws, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which Grantee is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Grantee, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Easement Agreement, or the financial condition, assets, properties or operations of Grantee.

7.3. Consents. Grantee hereby represents and warrants to Grantor that no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with its execution and delivery of this Easement Agreement, except as have been previously obtained or made and as are in full force and effect as of the date hereof.

7.4. Cooperation. Grantee hereby agrees with Grantor that Grantee, upon request of Grantor, shall reasonably cooperate with Grantor, in helping Grantor obtain signatures of any of Grantee's licensees, tenants, and lenders on non-disturbance agreements or subordination agreements, as set forth herein.

7.5. Indemnification by Grantee. To the fullest extent permitted by applicable law, Grantee shall indemnify, defend (with counsel reasonably acceptable to Grantor, such approval not be unreasonable withheld) and hold harmless Grantor, its Affiliates, and its and their respective elected officials, officers, employees, agents, representatives, consultants, contractors, attorneys, engineers, boards, commissions, departments, successors, and assigns (collectively, the "Grantor Protected Parties") from and against any and all third-party claims, demands, causes of action, suits, proceedings, liabilities, damages, judgments, penalties, fines, losses, liens, violations, deficiencies, costs, expenses, response costs, remediation costs, and obligations of every kind and nature whatsoever, whether actual, alleged, threatened, asserted, pending, or proven, whether known or unknown, foreseen or unforeseen, including without limitation reasonable attorneys' fees, consultants' fees, engineering fees, expert fees, litigation costs, disbursements, administrative costs, enforcement costs, investigation costs, court costs, and costs incurred in responding to governmental inquiries or enforcement actions, to the extent arising out of, relating to, resulting from, or connected with, directly or indirectly: (i) the construction, installation, operation, inspection, maintenance, repair, replacement, relocation, upgrade, modification, decommissioning, removal, existence, or use of the Transmission Lines, the Transmission Easement, the Installation Easement, or the Project; (ii) any entry upon, occupancy, use, excavation, staging, access, or other activity conducted by or on behalf of Grantee within or adjacent to the Grantor Property, Transmission Easement Area, Installation Easement Area, Rights-of-Way, or adjacent properties; (iii) any act, omission, negligence, gross negligence, recklessness, willful misconduct, violation of law, breach of contract, breach of permit, or breach of this Easement Agreement by Grantee or any of Grantee's contractors, subcontractors, licensees, permittees, agents, employees, invitees, consultants, representatives, successors, or assigns; (iv) any bodily injury, death, property damage, utility damage, utility interruption, subsurface conflict, environmental condition, contamination, pollution, hazardous material release, roadway failure, settlement, vibration damage, drainage impact, traffic disruption, public nuisance claim, trespass claim, inverse condemnation claim, or other public or private impact arising from or related to Grantee's activities or the Transmission Lines; (v) any claim that the City's approval, permitting, ownership, regulation, or authorization of the Project, the Easement Areas, or the Transmission Lines caused or contributed to damages, injuries, violations, takings, interference, or other liability; (vi) any failure by Grantee to comply with the Article VII Certificate, the EM&CP, Governmental Requirements, permits, approvals, or directives of governmental authorities; and/or (vii) any liens, claims, charges, stop-work orders, labor disputes, contractor disputes, or claims for payment arising from work performed by or on behalf of Grantee. This indemnification obligation expressly includes third-party claims and losses to the extent recoverable under applicable law and applies regardless of whether any claim, allegation, or proceeding is groundless, false, fraudulent, or ultimately disproven. Grantee's duty to defend shall arise immediately upon assertion of any claim or demand potentially covered by this Section and shall apply regardless of whether liability is ultimately established. Grantee shall not settle any claim affecting a Grantor Protected Party without Grantor's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Grantor shall have the right to participate in the defense of any claim with counsel of its choosing at Grantee's reasonable expense for costs and fees actually incurred by Grantor for legal services actually rendered where Grantor reasonably determines that a conflict of interest exists or that important governmental, regulatory, policy, or public interest issues are implicated. The obligations of Grantee under this Section shall survive expiration, termination, revocation, abandonment, decommissioning, completion of the Project, or assignment of this Easement Agreement and shall not be limited by any insurance carried by Grantee. Notwithstanding the foregoing, Grantee shall not be obligated to indemnify a Grantor Protected Party to the extent a final non-appealable judgment of a court of competent jurisdiction determines that the claim or loss was caused solely by the gross negligence or willful misconduct of such Grantor Protected Party.

7.6. [Reserved]

7.7. Grantee's Obligations shall include timely performance of any remediation called for by this Easement Agreement, in a manner reasonably acceptable to the City.

8. Hazardous Materials.

8.1. Definitions.

8.1.1 "Environmental Laws" means any and all present or future federal, state, regional, county, municipal and local laws, statutes, ordinances, regulations (including zoning regulations), codes, building codes, zoning regulations, judgments, injunctions, arbitration awards, orders, decrees, rules, directives, common laws, codes, ordinances, administrative decisions, consent orders, and any other legally enforceable requirements of any governmental authority, whether existing as of the date of this Easement Agreement or subsequent thereto, in each case as amended, modified, supplemented, superseded, or replaced from time to time, relating to: (a) protection of the environment, natural resources, public health, public safety, human health, wetlands, surface water, groundwater, drinking water, air quality, soils, subsurface conditions, wildlife, endangered species, vegetation, floodplains, coastal areas, or ecological resources; (b) the manufacture, generation, use, storage, handling, transportation, treatment, recycling, disposal, release, discharge, emission, spill, migration, remediation, cleanup, investigation, containment, monitoring, or regulation of any hazardous materials, hazardous substances, toxic substances, contaminants, pollutants, petroleum products, asbestos, PCBs, mold, solid waste, radioactive materials, or other regulated materials; (c) environmental investigation, reporting, disclosure, notification, permitting, remediation, corrective action, removal, response, restoration, mitigation, closure, natural resource damages, or environmental liability; and/or d) notification, reporting, disclosure, investigation, remediation, or management obligations relating to releases or threatened releases of hazardous materials or environmental conditions affecting the Grantor Property, adjacent property, public rights-of-way, groundwater, utilities, or natural resources.

Environmental Laws" shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, the Clean Air Act, the Oil Pollution Act, the Toxic Substances Control Act, the New York State Environmental Conservation Law, the Navigation Law, SEQRA, and all implementing regulations and successor laws thereto.

8.1.2 "Hazardous Material" means (a) any substance, material, waste, chemical, compound, constituent, contaminant, pollutant, or other matter that is regulated, listed, designated, characterized, or otherwise subject to investigation, remediation, monitoring, reporting, containment, removal, cleanup, closure, control, liability, or other response or corrective action under any Environmental Laws, or (b) any substance that is or hereafter becomes defined, listed or classified under Environmental Laws as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, hazardous waste, toxic substance, toxic chemical, pollutant, contaminant, infectious waste, regulated material, pollutant, or other similar term in or pursuant to any Environmental Laws.

Hazardous Materials shall include, without limitation: asbestos and asbestos-containing materials; polychlorinated biphenyls ("PCBs"); petroleum, crude oil, gasoline, diesel fuel, jet fuel, heating oil, lubricants, and other petroleum hydrocarbons; per- and polyfluoroalkyl substances ("PFAS"); mold; lead-based paint; radioactive materials; radon; methane; urea formaldehyde; pesticides; herbicides; solvents; volatile organic compounds; infectious or medical waste; contaminated soils or groundwater; and any equipment, containers, transformers, pipes, articles, or other materials containing any of the foregoing.

8.1.3 "Release" means any actual, alleged, threatened, or reasonably suspected spilling, emitting, discharging, leaking, pumping, pouring, emptying, escaping, dumping, injecting, depositing, disposing, dispersing, burial, seepage, abandonment, transmission, relocation, release, leaching or migrating of Hazardous Material into, on, under, or through or within the environment (including ambient air, surface water, groundwater, drinking water, stormwater systems, sewer systems, sediments, utilities, structures, watercourses, soils, surface or subsurface strata, and any other environmental medial or natural resource). "Release" shall include, without limitation, any condition requiring reporting, investigation, monitoring, containment, remediation, removal, corrective action, closure, response, or other action under Environmental Laws, whether resulting from sudden, gradual, accidental, intentional, known, unknown, historical, or ongoing conditions.

8.1.4 "Remediation" means any and all investigation, assessment, inspection, sampling, testing, delineation, monitoring, reporting, cleanup, removal, excavation, transportation, storage, handling, treatment (including in-situ and ex-situ treatment), disposal, recycling, abatement, encapsulation, containment, isolation, stabilization, neutralization, mitigation, corrective action, response action, remedial action, restoration, closure, institutional control, engineering control, operation and maintenance activity, natural resource restoration, risk assessment, or other action relating to Hazardous Materials or Releases required by any Environmental Laws or Governmental Authority, or reasonably necessary to protect human health, safety, property, natural resources, or the environment.

"Remediation" shall include, without limitation: (i) preparation and implementation of remedial action plans, health and safety plans, environmental management plans, closure plans, and monitoring plans; (ii) all post-remediation monitoring, inspection, operation, maintenance, reporting, and compliance obligations; (iii) any obligations imposed by any Governmental Authority under permits, orders, directives, consent orders, consent decrees, brownfield cleanup agreements, voluntary cleanup agreements, enforcement actions, or similar instruments; (iv) restoration or replacement of damaged property, infrastructure, utilities, wetlands, landscaping, pavement, groundwater, or natural resources; and (v) all associated legal fees, consultant fees, engineering fees, laboratory costs, oversight costs, response costs, administrative costs, and environmental compliance costs.

"Remediation" shall be interpreted broadly to include all actions necessary to investigate, address, control, manage, remediate, monitor, or respond to any actual, alleged, threatened, or suspected Release or presence of Hazardous Materials.

8.2. No Representation and Warranty by Grantor. Grantee acknowledges that Grantor makes no warranties or representations with respect to the Transmission Easement Area or Installation Easement Area, or existing utility easements, subsurface conditions, utility conflicts, infrastructure compatibility, or the suitability of the Grantor Property for Grantee's intended use, and Grantee assumes all risks associated therewith. Grantee acknowledges that it is accepting the Easement Areas in their "as is" condition.

8.3. Grantee Representation and Warranty. Grantee covenants, represents, warrants, and agrees that neither Grantee nor any of its contractors, subcontractors, agents, employees, licensees, permittees, invitees, consultants, successors, or assigns shall cause, permit, suffer, or allow any Hazardous Material to be generated, manufactured, processed, treated, refined, transported, brought onto, used, stored, handled, released, discharged, disposed of, dumped, abandoned, buried, emitted, or located in, on, under, about, or migrating to or from the Transmission Easement Area, Installation Easement Area, Grantor Property, adjacent property, Roads, ROW, groundwater, stormwater systems, utilities, or the environment, except for limited quantities of Hazardous Materials customarily and reasonably required for lawful construction, operation, maintenance, repair, or decommissioning activities associated with the Project and only in strict compliance with: (i) all Environmental Laws; (ii) all permits and approvals; (iii) the Article VII Certificate; (iv) the EM&CP; (v) manufacturer specifications and industry best practices; and (vi) all requirements imposed by any Governmental Authority with jurisdiction. Under no circumstances shall Grantee use the Easement Areas for the bulk storage, staging, disposal, treatment, transfer, processing, or long-term storage of Hazardous Materials.

Grantee shall immediately notify Grantor and all appropriate Governmental Authorities of any actual, alleged, threatened, or suspected Release of Hazardous Materials arising from or relating to Grantee's activities or the Project, regardless of quantity, reportability, or fault. Such notice to Grantor shall be provided verbally immediately upon discovery and in writing within twenty-four (24) hours thereafter and shall include all information known to Grantee regarding the nature, location, quantity, cause, and response actions relating to the Release.

Grantee shall, at its sole cost and expense and without limitation to any other rights or remedies of Grantor, promptly undertake and complete all investigation, containment, cleanup, removal, Remediation, restoration, monitoring, reporting, and corrective action required by Environmental Laws, Governmental Authorities, or reasonably requested by Grantor in connection with any Release or Hazardous Material arising from or related to Grantee's activities, whether occurring during or after the Term of this Easement Agreement. Grantee shall be solely responsible for all liabilities, losses, claims, damages, response costs, remediation costs, natural resource damages, penalties, fines, consultant fees, engineering fees, attorneys' fees, oversight costs, and other expenses arising from or related to Hazardous Materials or Releases caused or exacerbated by Grantee or its contractors, subcontractors, agents, employees, or representatives.
The obligations set forth in this Section shall survive expiration, revocation, abandonment, decommissioning, or termination of this Easement Agreement.

8.4. Grantee Hazardous Materials Indemnification. Grantee shall indemnify, defend (with counsel reasonably acceptable to Grantor, not to be unreasonably withheld), and hold harmless Grantor and the Grantor Protected Parties from and against any and all third-party claims, demands, causes of action, liabilities, damages, penalties, fines, judgments, losses, response costs, remediation costs, natural resource damages, liens, administrative proceedings, enforcement actions, and expenses of every kind and nature whatsoever, whether actual, alleged, threatened, asserted, pending, or proven, including without limitation attorneys' fees, consultant fees, engineering fees, expert fees, laboratory costs, oversight costs, court costs, and environmental investigation and remediation costs (collectively, "Environmental Losses"), incurred by or asserted against Grantor or any Grantor Protected Party to the extent arising out of, relating to, resulting from, or connected with, directly or indirectly: (i) any actual, alleged, threatened, or reasonably suspected presence, use, storage, handling, treatment, transportation, generation, disposal, discharge, migration, Release, escape, or Remediation of Hazardous Materials resulting from or related to Grantee's work, use, occupancy, operations, construction activities, maintenance activities, or presence within or affecting the Easement Areas, Grantor Property, adjacent property, Roads, ROW, utilities, groundwater, stormwater systems, or the environment, including the activities of Grantee's contractors, subcontractors, employees, invitees, consultants, agents, permittees, licensees, or representatives; (ii) any actual, alleged, threatened, or reasonably suspected Release caused, contributed to, exacerbated, disturbed, encountered, uncovered, mobilized, or migrated by Grantee or any party acting on Grantee's behalf during or in connection with Grantee's activities or the Project; (iii) any investigation, monitoring, reporting, response action, cleanup, containment, corrective action, closure, removal, Remediation, restoration, governmental directive, permit condition, enforcement action, or environmental compliance obligation arising from or related to Grantee's activities or the Transmission Lines; or (iv) any claim that Grantor or any Grantor Protected Party is responsible for environmental conditions, Releases, contamination, or Hazardous Materials arising from or exacerbated by Grantee's activities or the Project.

Grantee's obligations under this Section shall apply regardless of whether the Environmental Losses arise from strict liability, joint and several liability, statutory liability, common law liability, or alleged concurrent negligence of Grantor; provided, however, that Grantee shall not be obligated to indemnify a Grantor Protected Party to the extent the Environmental Losses were caused solely by the negligence or willful misconduct of such Grantor Protected Party. The existence of pre-existing Hazardous Materials or environmental conditions shall not relieve Grantee of liability to the extent Grantee or its activities exacerbates, disturbs, mobilizes, spreads, releases, exposes, worsens, or materially increases the cost of addressing such conditions. Notwithstanding the foregoing, Grantee's liability shall be limited to the Environmental Losses to the extent caused by Grantee's activities, including the portion of any pre-existing Hazardous Materials or environmental conditions that Grantee exacerbates, disturbs, mobilizes, spreads, releases, exposes, worsens, or otherwise materially increases the cost of addressing.

In the event of any actual, alleged, threatened, or suspected Release of Hazardous Materials arising from or related to Grantee's activities, Grantee shall: (a) promptly notify Grantor verbally upon discovery; (b) provide written notice within twenty-four (24) hours; (c) notify all required Governmental Authorities within the timeframes required by Environmental Laws; and (d) promptly commence and diligently prosecute all required containment, response, cleanup, Remediation, monitoring, reporting, and corrective actions at Grantee's sole cost and expense. Grantor shall have the right, but not the obligation, to participate in, oversee, review, approve, comment upon, or direct any environmental investigation or Remediation affecting the Grantor Property. If Grantee fails to timely undertake or complete any required response or Remediation action, Grantor may perform such work itself or through third parties, and Grantee shall reimburse Grantor for all costs and expenses actually incurred in connection therewith upon demand.

The obligations set forth in this Section shall survive expiration, termination, revocation, abandonment, decommissioning, completion of the Project, and transfer or assignment of this Easement Agreement.

9. Insurance.

9.1 Required Grantee Coverage. During the Term and for a period of five (5) years after the expiration or termination of this Easement Agreement, Grantee shall continuously maintain, at its own cost and expense, the following insurance coverage, issued by an insurer authorized to do business in the State of New York and having an A.M. Best Rating of at least A-VII or better. All such insurance shall name Grantor on a primary, non-contributory basis, with limits which meet or exceed the requirements listed herein, and shall insure against all liabilities, claims, losses, damages, costs, and expenses arising from or related to the Project, the Transmission Lines, the Easement Areas, and Grantee's activities under this Easement Agreement:

(a) Workers' Compensation Insurance in accordance with all Applicable Laws, including Employer's Liability Insurance in the amount of $1,000,000 per accident and disease;

(b) Commercial General Liability ("CGL") Insurance written on an occurrence basis, including coverage for bodily injury, death, personal injury, broad form property damage, contractual liability, products/completed operations, independent contractors, products/completed operations, explosion, collapse, underground hazards ("XCU"), sudden and gradual pollution conditions, environmental liability assumed under this Easement Agreement, and defense costs, with limits of not less than $10,000,000 per occurrence and $20,000,000 aggregate, which limits may be satisfied through a combination of primary, umbrella, and excess liability policies written on a follow-form basis. Such insurance shall contain no exclusion or limitation for underground work, subsidence, vibration damage, utility damage, environmental impairment, electromagnetic fields, explosion, collapse, trenching, dewatering, or work within public rights-of-way. Grantor and the Grantor Protected Parties shall be included as additional insureds for both ongoing and completed operations using forms at least as broad as ISO CG 20 10 and CG 20 37 or their equivalent, including coverage for claims arising from the ordinary negligence of Grantor;

(c) Contractor's Pollution Liability and Environmental Impairment Liability Insurance covering on-site and off-site cleanup costs, transportation liability, non-owned disposal sites, natural resource damages, emergency response costs, and third-party bodily injury and property damage, with limits of not less than $10,000,000 per claim and in the aggregate, maintained during all periods of construction for the Project;

(d) Automobile Liability Insurance for all owned, non-owned, and hired vehicles with limits of no less than $5,000,000 combined single limit. Coverage for non-owned/hired vehicles evidenced through Grantee's CGL policy may be permitted.

(e) Excess or umbrella coverage in the amount of $10,000,000 written on a true follow-form basis.

(f) Intentionally omitted.

(g) Grantee shall have the right to self-insure all or part of the insurances required under this Easement Agreement, to the extent authorized or licensed to do so under Applicable Laws and only upon prior notice to Grantor together with evidence reasonably satisfactory to Grantor. Grantee agrees that all other provisions of this Easement Agreement, including waiver of subrogation and waiver of rights of recourse which provide or are intended to provide protection to Grantor and its affiliated and associated companies under this Easement Agreement, shall remain enforceable if it exercises its right to self-insure all or part of the insurance required under this Easement Agreement. Grantee's election to self-insure shall not impair, limit or in any manner result in a reduction of rights and/or benefits otherwise available to Grantor and its affiliated or associated companies through formal insurance policies and endorsements as specified in this Section 8.1. Grantee shall be solely responsible for all amounts of self-insurance, retentions and/or deductibles. Grantee's right to self-insure shall not be construed to create any obligation on the part of Grantor to pursue insurance proceeds, exhaust insurance remedies, or limit recovery solely to insured amounts before enforcing Grantee's obligations under this Easement Agreement.

(h) If Grantee fails to maintain the required insurance, Grantor shall have the right, but not the obligation, to procure such insurance on Grantee's behalf, and Grantee shall reimburse Grantor for all costs incurred in connection therewith. Failure to maintain required insurance shall constitute a material default under this Easement Agreement.

(i) All policy limits contained in this Section 9.1 may be satisfied through a combination of primary, umbrella, and excess liability policies written on a follow-form basis

9.2 Required Grantor Coverage. During the Term and for a period of five (5) years after the expiration or termination of this Easement Agreement, Grantor shall maintain, at its own cost and expense, commercial insurance coverage, including contractual liability coverage, issued by reputable insurance companies with an A.M. Best Rating of at least A- or better.

(a) Grantor shall have the right to self-insure all or part of the insurances required under this Easement Agreement, to the extent authorized or licensed to do so under Applicable Laws. Grantee acknowledges and agrees that Grantor's self-insurance or participation in any governmental risk-sharing arrangement shall be deemed full compliance with any insurance obligations applicable to Grantor under this Easement Agreement. Grantor's election to self-insure shall not create any greater obligations, liabilities, or waiver of governmental immunity than would exist if commercial insurance policies had been maintained. Grantor shall be solely responsible for all amounts of self-insurance, retentions and/or deductibles.

9.3 Contractors, Etc. Grantee shall require all contractors, subcontractors, professional service providers, and equipment suppliers or manufacturers (other than Grantor) and other parties performing work or providing services, labor, material or equipment in connection with the Project, to procure and continuously maintain insurance, at their own expense, in amounts set forth below:

(a) Workers' Compensation and Employer's Liability Insurance with limits not less than $1,000,000 per accident and disease;

(b) Automobile Liability Insurance covering all owned, non-owned or hired automobiles with limits not less than $5,000,000 combined single limit;

(c) Commercial General Liability Insurance written on an occurrence basis, including coverage for bodily injury, death, property damage, contractual liability, products/completed operations, explosion, collapse, underground hazards ("XCU"), independent contractors, environmental impairment where applicable, utility damage, and defense costs, with limits not less than $5,000,000 per occurrence and $10,000,000 in the aggregate, which limits may be satisfied through primary and umbrella/excess policies written on a follow-form basis. Such insurance shall name New York Transco LLC, the New York Power Authority and Grantor and their respective Affiliates as additional insureds and shall be primary and non-contributory to any insurance carried by the Parties.

(d) Intentionally omitted.

(e) Grantee shall promptly provide to Grantor copies of certificates of insurance, additional insured endorsements, waivers of subrogation, and other evidence of insurance compliance for all Contractors upon request. Grantor shall have the right to review and reasonably approve the sufficiency of all required insurance coverage.

(f) To the extent permitted by insurer and commercially reasonable, Grantee's contractor, subcontractors, professional service providers, and equipment suppliers or manufacturers shall obtain waivers of subrogation in favor of Grantor from any insurer providing coverage that is required to be maintained under this Section 8.

(g) The Parties shall furnish to one another copies of any accident or incident report(s), notices of claim, environmental reports, OSHA reports, spill reports, governmental notices, insurance notices, or other reports relating to any accident, incident, injury, utility strike, environmental condition, Release, property damage, or occurrence arising from or related to the Project, the Easement Areas, or use of Grantor Property. In addition, if required, the Parties shall promptly provide copies of all insurance policies relevant to any accident or incident. These requirements are in addition to any requirements contained elsewhere in this Easement Agreement.

(h) Failure of any Contractor to maintain required insurance coverage shall constitute a material default by Grantee under this Easement Agreement. Grantor shall have the right, but not the obligation, to suspend work, deny access to the Easement Areas, or procure insurance coverage on behalf of Grantee or the applicable Contractor, and Grantee shall reimburse Grantor for all costs incurred in connection therewith.

(i) All policy limits contained in this Section 9.3 may be satisfied through a combination of primary, umbrella, and excess liability policies written on a follow-form basis

9.4 Proof of Coverage. Within 15 days after the Effective Date, Grantee and Grantor (and when applicable, such Party's respective contractors) shall promptly provide the other with certificate(s) of insurance and any requested endorsements (including any renewal thereof), evidencing all coverages and required protections, including Additional Insured, Waiver of Subrogation, primary and non-contributory status, products/completed operations coverage, and any other required endorsements, as outlined herein. Grantee shall submit information to the following address: 515 North Avenue, New Rochelle, New York 10801- Attention: Risk Manager. Grantor shall submit information to the following address: 800 Westchester Ave., Suite N-601, Rye Brook, NY 10573. Failure to furnish the required certificate(s) of insurance and endorsements would not relieve either Party from any liability obligations outlined under this Easement Agreement. Policies shall be endorsed, and certificate(s) of insurance shall clearly outline that at least 30 days prior written notice will be provided to Parties in the event of any cancellation, non-renewal or material change in coverage(s). Certificates shall declare applicable deductibles or self-insured retentions which shall be for the account of Grantee or Grantor.

Failure of either Party to furnish certificates of insurance, endorsements, or other required insurance documentation shall not waive or limit such Party's obligations, liabilities, indemnification responsibilities, or insurance requirements under this Easement Agreement.

9.5 No Limitation. Nothing contained in these insurance requirements is to be construed as limiting the extent of Grantee's responsibility for payment of damages or its indemnification obligations under this Easement Agreement.

9.6 [Reserved]

9.7 Subrogation Waivers. To the extent permitted by the insurer and commercially reasonable, Grantor and Grantee shall obtain waivers of subrogation in favor of one another from any insurer providing coverage that is required to be maintained under this Section 8.

10. Compliance with Applicable Laws. Grantor and Grantee shall each comply with and shall cause all their respective employees, contractors and subcontractors to comply with all applicable federal, state, regional, county, local or municipal laws, rules, regulations, ordinances, codes, building codes, zoning regulations, permits, approvals, licenses, certificates, directives, orders, decrees, consent orders, and judgments, enacted, adopted, issued or promulgated by any Governmental Authority, including but not limited to any Environmental Laws, Article VII Certificate conditions, EM&CP requirements, City Code provisions, and lawful requirements of

any Governmental Authority having jurisdiction, whether now in effect or which may hereafter come into effect (individually or collectively, "Applicable Laws").

Grantee shall, at Grantee's sole cost and expense, maintain, construct, install, inspect, monitor, operate, repair, replace, relocate, decommission, and remove the Transmission Lines and all related facilities in a safe manner and in strict compliance with all Applicable Laws. As used in this Easement Agreement, the term "Governmental Authority" means any federal, state, local, domestic or foreign government or any court, administrative or regulatory agency (including, but not limited to the NYPSC and the New York Independent System Operator, Inc. ("NYISO"), North American Electric Reliability Corporation ("NERC"), Northeast Power Coordinating Council ("NPCC"), board, committee or commission or other governmental entity or instrumentality, domestic, foreign or supranational or any department thereof and any successor organization to the foregoing entities. Grantee shall be solely responsible for ensuring compliance and shall be accountable for compliance violations and penalties, if any, related to all NERC Reliability Standards, NPCC Reliability Standards, NPCC Directories and NPCC Criteria Requirements applicable to the ownership, operation, maintenance, construction, or control of the Transmission Lines or the Project. Nothing contained herein shall obligate Grantor to undertake or assume responsibility for compliance with any utility operational, reliability, transmission, or electric system requirements applicable to the Transmission Lines, except to the limited extent directly arising from Grantor's own independent activities unrelated to Grantee's use of the Easement Areas.

11. Mechanics' and Construction Liens. Grantor and Grantee shall use reasonable efforts to keep the Transmission Easement Area, Installation Easement Area, and Grantor's Property, and their respective interests therein, free and clear of any mechanics' or construction liens arising from work performed by or on behalf of such Party. Notwithstanding the foregoing, Grantee shall be solely responsible for any mechanic's liens, construction liens, or similar encumbrances arising out of or relating to the Project, the Transmission Lines, or any work, labor, services, materials, or equipment furnished by or on behalf of Grantee or its contractors, subcontractors, suppliers, consultants, or representatives.

If any lien or claim is filed or asserted against the Grantor Property, the Easement Areas, or Grantor's interest therein arising from or related to Grantee's activities or alleged activities, Grantee shall, within sixty (60) days after written notice thereof from Grantor, cause such lien or claim to be discharged, bonded, released, or otherwise removed of record in a manner reasonably satisfactory to Grantor. Grantee may contest the validity of any such lien or claim, provided that Grantee first obtains and records a bond, cash deposit, letter of credit, or other security reasonably satisfactory to Grantor sufficient to fully protect Grantor, the Grantor Property, and the Easement Areas from foreclosure, enforcement, impairment of title, or other adverse consequences. If Grantee fails to timely discharge, bond, release, or otherwise remove any such lien or claim, Grantor shall have the right, but not the obligation, to take such actions as Grantor deems necessary to protect the Grantor Property or Grantor's interests, including payment, bonding, settlement, discharge, or legal challenge of the lien or claim, and Grantee shall reimburse Grantor for all costs and expenses incurred in connection therewith, including attorneys' fees, consultant fees, administrative costs, bonding costs, interest, penalties, and court costs.

12. Real Property Taxes. The Grantor Property is currently wholly exempt from real property taxes. It is the understanding of the Parties that the proposed use of the Transmission Easement Area and the Installation Easement Area, pursuant to this Easement Agreement, shall not affect the tax-exempt status of Grantor Property. If Grantor Property may no longer be wholly tax exempt and any real property taxes become due as a result of any of the uses proposed or made of, or the Transmission Lines, structures or facilities placed on or in, the Transmission Easement Area or the Installation Easement Area by Grantee, then Grantee shall be responsible for the payment of the taxes due as a result of said uses, Transmission Lines, structures, or facilities. Grantor shall reasonably cooperate with Grantee in performing any of Grantee's obligations under any payment in-lieu of taxes agreements relating specifically to the Project or the Transmission Lines located on the Grantor's Property, at Grantee's sole cost and expense.

13. Ownership of Transmission Lines.

13.1. Ownership. Title to the Transmission Lines has been and is reserved to Grantee and remains the sole property of Grantee, except to the extent such property is deemed abandoned under this Easement Agreement. Grantor shall retain all right, interest, and title to its fee property interests in and to the Grantor Property, including the surface, subsurface, air rights, rights of way, and all underlying fee interests on, above and under where the Transmission Lines are located. Subject to all of the terms, conditions, and limitations set forth there, Grantee may repair, maintain, replace in kind, inspect, decommission, operate or remove the Transmission Lines, or any part thereof, at any time and from time to time during the Term, irrespective of the manner or method of attachment of the same to the Transmission Easement Area. Notwithstanding the foregoing, Grantee shall not expand, materially modify, relocate, increase the capacity or voltage of, install additional facilities within, or otherwise materially alter the Transmission Lines or the Easement Areas without the prior written approval of Grantor and any required governmental approvals. Except as expressly provided herein, Grantor shall have no ownership or other interest or liability in any Transmission Lines installed on the Transmission Easement Area, or any profits derived therefrom. Grantor shall not be entitled to any payments or benefits accrued by or from the Transmission Lines except as otherwise provided herein.

13.2. Severance. The Parties agree that the Transmission Lines and all equipment at any time acquired by Grantee and located on the Grantor Property has been severed by this Easement Agreement and it is the intention of the Parties that it shall remain severed from the Grantor Property, shall be considered with respect to the interests of the Parties as the property of Grantee and, even though attached to or affixed to or installed upon the Grantor Property, shall not be considered to be fixtures or a part of the Grantor Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Grantor Property by Grantor. Grantor waives any rights it may have under Applicable Laws arising under this Easement Agreement or otherwise to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Transmission Lines or any equipment and other property at any time acquired by Grantee and located on the Grantor Property. Notwithstanding the foregoing, nothing herein shall waive, impair, or limit: (a) Grantor's rights to enforce this Easement Agreement; (b) any governmental enforcement authority; (c) any rights relating to abandoned property; (d) any statutory municipal lien rights arising from taxes, assessments, emergency work, environmental remediation, restoration costs, or other governmental charges; or (e) Grantor's rights and remedies arising from Grantee's default under this Easement Agreement.

13.3. Grantor Lien Waiver. From time to time, Grantee may request from Grantor a commercially customary grantor lien waiver or collateral access agreement in favor of a specified lender of Grantee providing financing secured by Grantee's personal property interests in the Transmission Lines or related equipment (the "Grantor Lien Waiver"). Grantor's approval and delivery of the mutually acceptable Grantor Lien Waiver shall not be unreasonably withheld, conditioned or delayed; provided, that Grantor shall have no obligation to execute any Grantor Lien Waiver that, in Grantor's reasonable judgment: (i) impairs or limits Grantor's governmental authority, police powers, permitting authority, public trust obligations, or proprietary rights; (ii) limits Grantor's rights under this Easement Agreement, including rights relating to relocation, removal, restoration, abandonment, emergency access, enforcement, or termination; (iii) grants possessory rights, access rights, or cure rights to any lender beyond those expressly approved by Grantor; (iv) impairs the City's ability to use, regulate, maintain, improve, or access the Grantor Property, Roads or ROWs; (v) creates obligations or liabilities for Grantor; (vi) subordinates the City's fee ownership interest or governmental rights; or (vii) conflicts with Applicable Requirements. Any approved Grantor Lien Waiver shall be limited solely to Grantee's personal property interest in the Transmission Lines and related removable equipment. No lender or secured party shall have greater rights than Grantee under this Easement Agreement, and any rights granted to a lender shall remain expressly subordinate to the terms and conditions of this Easement Agreement. No such agreement shall create privity of contract between Grantor and any lender except as expressly set forth herein.

13.4. Non-Disturbance Agreement. Upon the written request of Grantee, and at no cost or expense to Grantor, Grantor may, in its reasonable discretion, enter into a commercially reasonable non-disturbance and attornment agreement with a permitted assignee, permittee or licensee of this Easement Agreement, which agreement may provide, in substance, that, so long as such assignee, permittee or licensee remain in full compliance with all of the terms, covenants, and conditions of its assignment, permit or license, and this Easement Agreement, and the term of this Easement Agreement shall not have expired or come to an end, Grantor, in the exercise of any of its rights or remedies under this Easement Agreement, shall not intentionally disturb the assignee, permittee or licensee permitted use rights to the Transmission Easement Area, subject to the terms and limitations of this Easement Agreement, during the term of the assignment, permit or license. Grantor shall have no obligation to execute any agreement that, in Grantor's reasonable judgment: (i) impairs or limits Grantor's governmental authority, police powers, permitting authority, public trust obligations, or proprietary rights; (ii) limits Grantor's rights under this Easement Agreement, including rights relating to relocation, removal, restoration, abandonment, emergency access, enforcement, or termination; (iii) impairs the City's ability to use, regulate, maintain, improve, or access the Grantor Property, Roads or ROWs; (iv) creates obligations or liabilities for Grantor; (v) subordinates the City's fee ownership interest or governmental rights; or (vi) conflicts with Applicable Requirements. No such agreement shall create privity of contract between Grantor and any assignee, permittee, or licensee except as expressly set forth therein.

13.5. Estoppel Certificates. Within thirty (30) days of its receipt of written request therefor from Grantee or from any existing or proposed Easement Mortgagee, mortgagee, or permitted assignee, permittee or licensee of Grantee, Grantor shall use reasonable efforts to execute an estoppel certificate and limited to Grantor's actual knowledge without independent investigation, certifying, as applicable: (a) whether this Easement Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Easement Agreement); (b) whether Grantor has provided Grantee with written notice of any uncured default then known to Grantor under this Easement Agreement; and (c) such other factual matters expressly contained in the books and records of Grantor as may reasonably be requested and reasonably acceptable to Grantor. Any such estoppel certificate shall be subject to the following limitations: (i) it shall not constitute a representation or warranty regarding legal compliance, future performance, financial condition, title matters, environmental conditions, utility operations, or the rights of third parties; (ii) it shall not waive any future defaults, claims, defenses, governmental authority, police powers, or rights of Grantor; (iii) it shall not bind Grantor with respect to matters outside Grantor's actual knowledge; and (iv) it shall not create any greater rights in favor of third parties than those expressly granted under this Easement Agreement. Notwithstanding anything herein to the contrary, Grantor's failure to deliver an estoppel certificate within the foregoing period shall not constitute a default, admission, waiver, deemed certification, or conclusive evidence of any fact, and no automatic estoppel, deemed approval, or implied representation shall arise by reason of such failure. Each written estoppel request delivered by Grantee to Grantor shall be deemed a separate, individual request that requires a specific response, and shall be treated as such, and Grantor's response or non-response to any prior request shall not affect Grantor's rights or obligations with respect to any subsequent request.

14. Assignments.

14.1. Definitions.

14.1.1. "Affiliate" shall mean a corporation, company, or other entity directly or indirectly Controlling or Controlled by a Party.

14.1.2. "Control" or "Controlling" or "Controlled" shall mean ownership of: (a) at least fifty percent (50%) of outstanding shares or securities; or (b) at least fifty percent (50%) of the ownership interest representing the right to make the decisions for an entity. Such entity shall be deemed to be an Affiliate of a Party only for the periods, either now or in the future, during which the Party has such ownership or control of the entity.

14.2. Assignment; Conveyances by Grantor.

(a) Grantee shall not assign, convey, mortgage, pledge, encumber, sublicense, or otherwise transfer this Easement Agreement, or any portion of Grantee's rights or obligations hereunder, , without the prior written consent of Grantor, which consent shall not be unreasonably conditioned, withheld, or denied; provided, however, that Grantor may withhold consent where the proposed transfer is reasonably determined by the Grantor to be inconsistent with the Grantor's governmental, operational, public safety, infrastructure, financial, and municipal interests. Such consent shall not be required for an assignment associated with a foreclosure of Grantee's rights by an Easement Mortgagee.

(b) Notwithstanding any provision to the contrary, Grantee may, without the consent of Grantor, assign this Easement Agreement to the New York Power Authority ("NYPA"), New York Transco LLC, or an Affiliate of the Grantee provided, however, that any such assignee shall execute and deliver to Grantor a written assumption agreement, in form and substance reasonably satisfactory to Grantor, expressly assuming all obligations, liabilities, indemnification obligations, insurance obligations, environmental obligations, restoration obligations, and other covenants of Grantee under this Easement Agreement.. Grantee may also , without the prior written consent of Grantor, pledge, encumber, hypothecate, mortgage, grant, a security interest in and collaterally assign this Easement Agreement to one or more lenders, trustees, agents, or financing parties (collectively, the "Easement Mortgagees") solely as security for bona fide financing obligations relating to the Project or Transmission Lines (an "Easement Mortgage"); provided, however, that such Easement Mortgage shall at all times remain subordinate to (i) Grantor's fee ownership of the Grantor Property, Roads and ROWs; (ii) Grantor's governmental authority, police powers, permitting authority, public trust obligations, and proprietary rights; and (iii) all terms, conditions, limitations, relocation rights, restoration obligations, emergency powers, termination rights, and reserved rights contained in this Easement Agreement. As a condition to any permitted assignment, transfer, sublicense, permit, financing-related transfer, or other disposition of rights under this Easement Agreement, the proposed assignee, transferee, licensee, permittee, Easement Mortgagee, or other recipient of rights (collectively, a "Transferee") shall execute and deliver to Grantor a written assumption agreement, in form and substance reasonably satisfactory to Grantor, pursuant to which such Transferee expressly assumes and agrees to be bound by all obligations, liabilities, indemnification obligations, insurance obligations, environmental obligations, restoration obligations, and other covenants of Grantee under this Easement Agreement.

(c) An Easement Mortgagee shall have the right to exercise, assume, succeed to, or enforce any rights of Grantee under this Easement Agreement provided: (i) the Easement Mortgagee has provided prior written notice to Grantor of its intent to exercise such rights and; (ii) the Easement Mortgagee has cured, or commenced and thereafter diligently pursued cure of, all defaults capable of cure. Grantor shall, upon written request from Easement Mortgagee, enter into a new agreement upon the same terms and conditions as this Agreement with Easement Mortgagee or its assignee. Grantor shall deliver to each Easement Mortgagee of which Grantor has notice and the Easement Mortgagee's notice address a duplicate copy of any and all Notices of Default that Grantor may from time to time deliver to Grantee, and such copies shall be delivered to each such Easement Mortgagee at the same time such Notices of Default are delivered to Grantee. Easement Mortgagee may but is not obligated to cure Notices of Default on behalf of Grantee. Easement Mortgagee shall have no obligation or liability under this Agreement prior to the time of its entry into physical possession of the Property or its commencement of performance of Grantee's obligations under this Agreement.

(d) No Easement Mortgage, collateral assignment, financing arrangement, or exercise of lender remedies shall: (i) create or permit any lien, encumbrance, possessory interest, foreclosure right, or ownership interest against the Grantor Property, Roads or ROWs; (ii) impair or interfere with Grantor's use, regulation, maintenance, repair, improvement, redevelopment, or operation of the Grantor Property; (iii) limit Grantor's ability to exercise its governmental authority or police powers; or (iv) grant any Easement Mortgagee rights greater than those expressly granted to Grantee under this Easement Agreement.

(e) Notwithstanding any provision to the contrary, Grantee shall not grant any non-possessory rights, security interests, or other direct or indirect interests in the Easement Areas to any third party unless such rights are specifically described, limited in scope, and disclosed in writing to the City, and approved in advance by the City. Any such approved rights shall be expressly subordinate to the City's rights under this Easement Agreement and shall not impair or limit the City's exercise of its governmental, regulatory, or property rights.

(f) No assignment, transfer, permit, license, collateral assignment, merger, consolidation, or other disposition of rights under this Easement Agreement shall relieve Grantee of any obligations or liabilities arising prior to the effective date of such transaction unless (i) no material default then exists under the Easement Agreement and the Assignee has expressly released agreed in writing to assume such rights (ii) no material default then exists under this Easement Agreement; and. The Parties agree to amend this Easement Agreement from time to time to include any reasonable provision requested by an Easement Mortgagee, successor or transferee, provided the terms and conditions of any assignment, permit or license of this Easement Agreement are reasonably satisfactory to, and approved by, Grantor and in compliance with all applicable laws.

(g) Any attempted assignment, transfer, license, permit, encumbrance, or other disposition in violation of this Section shall be null and void and of no force or effect.

14.3. Rights of Assignees, Permittees and Licensees. Any permitted assignee, permittee and licensee, successor or transferee of Grantee shall have the same rights as Grantee under this Section 14.3 to further assign or transfer its interest in this Easement Agreement, subject to the same conditions and provisions applicable to Grantee under the terms and conditions contemplated herein.

15. Default. In the event of any material breach by Grantee of any of its material covenants or obligations hereunder, Grantor shall give Grantee written notice of such breach. After receipt of such written notice, Except in the case of an emergency condition or a violation posing an imminent threat to public health, safety, property, infrastructure, or the environment, Grantee shall have thirty (30) calendar days in which to cure any breach hereunder, *provided* that Grantee shall have such extended period as may reasonably be required beyond the thirty (30) calendar days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and Grantee commences the cure within the thirty (30) calendar day period, and thereafter continuously and diligently pursues the cure to completion to the reasonable satisfaction of the City. There shall be no default during the period Grantee is pursuing continuously and diligently commercially reasonable efforts to cure any such claimed default under the terms of this paragraph 15. If Grantee does not cure within the time allotted herein, or if immediate action is necessary under the circumstances, the City shall have the right, but not the obligation, to take any required remedial actions, at Grantee's sole cost and expense. Nothing herein shall be deemed to limit, restrict, or reduce the City's rights under the Restoration Obligations set forth in Article 1.7, or any other rights or remedies available to Grantor under this Easement Agreement, at law, or in equity.

16. Notices. All notices, other communications, and deliveries required or permitted under this Easement Agreement shall, unless otherwise provided herein, be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Grantor:

City of New Rochelle
515 North Avenue
New Rochelle, New York 10801
Attn: Wilfredo Melendez, City Manager
wmelende@newrochelleny.gov

With a copy to:

Corporation Counsel
515 North Avenue
New Rochelle, New York 10801
Attn: Dawn M. Warren, Esq.
dwarren@newrochelleny.gov

If to Grantee:

New York Transco LLC
800 Westchester Ave., Suite N601
Rye Brook, New York 10574
Attn: Office of General Counsel

And to:

New York Power Authority
123 Main Street
White Plains, NY 10601-3170

With a copy to:

New York Power Authority
123 Main Street
White Plains, NY 10601-3170
Attn: General Counsel

Notices personally delivered shall be deemed given on the day so delivered. Notices given by e-mail, with a copy by overnight courier, shall be deemed given on the first business day following the date such notice was provided to the overnight courier prior to such courier's latest time for overnight delivery. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any Party may change its address for purposes of this

Section by giving written notice of such change to the other Parties in the manner provided in this Section, without requiring a formal amendment of this Agreement.

17. [Reserved]

18. Miscellaneous

18.1 Modifications. This Easement Agreement shall not be modified or supplemented, except by an instrument in writing signed by the Parties. No purported oral change, modification or amendment of this Easement Agreement shall be enforceable, notwithstanding the fact that such oral change, modification or amendment shall have been substantially and detrimentally relied upon.

18.2 No Waiver. No waiver by either Party of any failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

18.3 Entire Agreement; Incorporation of Recitals and Schedules. This Easement Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof and supersedes all negotiations, agreements, and understandings had or made prior to this Easement Agreement. The recitals set forth above, and all schedules and exhibits attached hereto, are hereby incorporated in and made a part of this Easement Agreement as though fully set forth herein.

18.4 No Admission. Nothing herein shall be construed as an admission by any of the Parties of any liability of any kind to the other Party.

18.5 Binding Effect. This Easement Agreement shall, during the effectiveness of this Easement Agreement, be binding upon, and inure to the benefit of, the Parties and their respective successors or transferees in interest, administrators, and assigns.

18.6 Further Cooperation. Each of the signatories to this Easement Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this Easement Agreement.

18.7 Governing Law; Venue. The construction and performance of this Easement Agreement shall be governed by the laws of the State of New York without regard to its principles of conflicts of law, and any legal action or proceeding with respect to this Easement Agreement or the easements established thereunder shall be commenced and maintained in the federal or state courts of the County of Westchester State of New York.

18.8 Recordation. This Easement Agreement shall be recorded in the official records of the Westchester County Clerk's Office, Westchester County, New York, and each Party shall cooperate with such recording. The consideration for the purposes of calculating any real property transfer taxes related to this Easement Agreement shall be an amount not to exceed the agreed upon value of the easements contemplated under Easement Agreement, as shown by the Parties' respective appraisal reports. Grantee shall be solely responsible for the recording of this Easement

Agreement and any related documents in the Westchester County Clerk's Office, Westchester County, New York, and the payment of any legally required transfer taxes and/or any title and recording fees associated with this Easement Agreement.

18.9 Cumulative Remedies. Each and all of the rights, benefits, and remedies provided by this Easement Agreement, or any instruments or documents executed pursuant to this Easement Agreement, are cumulative, and shall not be exclusive of any other said rights, remedies and benefits allowed thereby to the parties.

18.10 Liability. The liability and obligations of each of the Parties constituting Grantee shall be joint and several.

18.11 No Third-Party Beneficiary. The Agreement herein set forth has been and is made for the benefit of the Parties hereto, and no other person shall acquire or have any right under or by virtue of this Agreement, except for permitted assigns, permittees or licensees as set forth herein.

18.12 Attorneys' Fees. In the event of any dispute between the Parties regarding the enforcement or effect of this Easement Agreement, including one subject to arbitration, each Party shall be responsible for its own attorneys' fees and costs, regardless of the outcome. In the event of arbitration, each Party shall also bear an equal share of the arbitrator's fees and the cost of arbitration, unless the Parties agree otherwise in writing. No Party shall be entitled to recover attorneys' fees or costs from the other Party.

18.13 CONSEQUENTIAL AND INDIRECT DAMAGES. NOTWITHSTANDING ANYTHING IN THIS EASEMENT AGREEMENT TO THE CONTRARY AND EXCEPT TO THE EXTENT OF (I) ANY PARTY'S OBLIGATIONS UNDER SECTIONS 7.5 AND 8.4 TO INDEMNIFY ANOTHER PARTY FROM AND AGAINST ANY AND ALL DAMAGES IN RESPECT OF A CLAIM SUBJECT TO INDEMNIFICATION THEREUNDER; (II) DAMAGES OR COSTS PAYABLE TO UNAFFILIATED THIRD PARTIES; (III) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, FRAUD, OR VIOLATION OF LAW, OR (IV) ANY LIABILITY THAT CANNOT BE LIMITED OR WAIVED UNDER APPLICABLE LAW, NEITHER PARTY NOR ITS AFFILIATES, NOR ITS OR THEIR RESPECTIVE DIRECTORS, TRUSTEES, MEMBERS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, SHALL BE LIABLE UNDER OR IN CONNECTION WITH THIS EASEMENT AGREEMENT FOR ANY PUNITIVE, SPECIAL, LOST PROFIT, EXEMPLARY, MULTIPLE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING IN CONNECTION WITH OR ARISING FROM ANY PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS EASEMENT AGREEMENT, REGARDLESS OF WHETHER (X) ANY SUCH DAMAGES CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER EQUITABLE RELIEF; OR (Y) SUCH DAMAGES WERE REASONABLY FORESEEABLE; OR (Z) THE PARTIES WERE ADVISED OR AWARE THAT SUCH DAMAGES MIGHT BE INCURRED.

18.14 Condemnation.

(a) If the whole of Grantor's Property, as contemplated under this Easement Agreement and more fully described on Schedules (A) and (B) annexed hereto, shall be acquired or condemned for any public use or purpose by condemnation via eminent domain, then this Easement Agreement shall forthwith cease and terminate as of the earlier of the date of vesting of title in such taking or the date of taking of possession by the condemning authority, and Grantee shall not be entitled to any abatement of the consideration previously paid to the Grantor under this Easement Agreement on account of such taking. Nothing contained herein shall preclude Grantee from filing a separate claim for compensation against the condemning authority for any compensation to which Grantee may be lawfully entitled in connection with the property interests it acquired in connection with this Easement Agreement.

(b) In the event of a taking of a portion of the Grantor's Property in the manner described in subsection (a) above, Grantee shall not be entitled to any abatement of the consideration previously paid to the City on account of such taking; provided, however, that if such partial acquisition or condemnation, in Grantee's reasonable opinion, materially interferes with the Transmission Easement or Installation Easement (or any portions thereof), then Grantee may, upon prior written notice to Grantor of its intention to terminate, terminate this Easement Agreement (or a portion thereof) and this Easement Agreement (or a portion thereof) shall cease and terminate on the date specified in such notice; and in such an event, then Grantee shall have the right to file a separate claim for compensation against the condemning authority for any compensation to which Grantee may be lawfully entitled in connection with the property interests it has acquired in connection with this Easement Agreement.

(c) "Title vesting" in a condemnation proceeding is the date, fixed by the appropriate law, when the condemning authority becomes vested with title, and specifically includes a vesting of title de facto, as well as de jure, whichever occurs earlier.

(d) Notwithstanding anything to the contrary set forth herein, during the Term: (i) Grantee shall not, and shall not request or cause any third party, including any government entity with the statutory power to acquire title from the City by condemnation via eminent domain to, initiate and prosecute condemnation or eminent domain proceedings with respect to Grantor Property or take any other action that results in Grantee or an Affiliate acquiring title to, or other real estate interest in, all or a portion of Grantor Property; and (ii) Grantor shall not, and shall not request or cause any third party to, initiate and prosecute condemnation or eminent domain proceedings with respect to Grantor Property, or any portion thereof or take any other action solely intended to materially and permanently deprive Grantor or an Affiliate of their permitted use and occupancy of the Transmission Easement or Installation Easement.

(e) All condemnation awards payable in connection with the taking of all or any portion of Grantor Property shall belong to Grantor; provided, however, that Grantee may make a claim in any condemnation proceeding for losses related to its interest in the Transmission Easement, Installation Easement and the Transmission Lines and any other of Grantee's equipment or personal property taken or damaged, its relocation costs and any other compensable damages and losses. Grantee shall have no right to claim any portion of the value of the Grantor Property, the underlying fee interest, municipal property interests, or Grantor's condemnation award.

(f) If Grantee does not terminate this Easement Agreement as a result of condemnation under the terms and conditions of this paragraph 18.14, then this Easement Agreement shall remain in full force and effect, subject to the rights of Grantor under this Easement Agreement and any modifications, relocations, or limitations resulting from such condemnation, taking, or governmental action.

18.15 Casualty. In the event of damage by fire, earthquake, flood, explosion, or other casualty to Grantor Property, Grantee shall, at its sole cost and expense, promptly repair any damage caused by or attributable to the Transmission Lines, Grantee's facilities, or Grantees use and occupancy of the Transmission Easement or Installation Easement, to the extent necessary to safely operate, maintain, access, repair, or use the Transmission Easement or Installation Easement and in accordance with this Easement Agreement, the EM&CP, Governmental Requirements, and municipal restoration standards . It is understood that should Grantor Property be used by Grantor, for any additional electric transmission purpose, other than as exists as of the Effective Date, the Parties will work together to reevaluate and recalculate Grantee's share of repair costs covered by this Section 18.15 in a fair and equitable manner. In the event Grantee elects to not repair any damage to Grantor Property due to any event under this Section 18.15, Grantee shall give Grantor reasonable notice thereof and Grantor shall have the right, exercisable in its sole discretion, to repair the damage at Grantee's sole cost and expense.

18.16 No Partnership. Nothing contained in this Easement Agreement is intended to create, nor shall anything contained in this Easement Agreement be deemed or construed to create, the relationship of principal and agent, partnership, joint venture, or any other business or financial association between the Parties.

18.17 Waiver. A waiver of a breach of any of the provisions of this Easement Agreement shall not be deemed to be a waiver of any succeeding breach of the same or any other provision of this Easement Agreement.

18.18 Severability. If any one or more of the provisions contained in this Easement Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Easement Agreement shall not in any way be affected or impaired thereby, and the Parties hereto shall enter into good faith negotiations to replace the invalid, illegal, or unenforceable provision(s).

18.19 Amendment. This Easement Agreement shall be modified or amended only by a written instrument in recordable format, signed and notarized by or on behalf of Grantor and Grantee, or their successors, transferees, or permitted assigns.

18.20 No Merger. There shall be no merger of the easement and other rights granted in this Easement Agreement, or of any easement estate created by this Easement Agreement, with the fee estate in Grantor Property by reason of the fact that any such easements or easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in Grantor Property and all persons (including, without limitation, any Easement Mortgagee) having an interest in the easements or in the estate of the affected Grantor or Grantee shall enter into a written instrument effecting such merger and shall duly record the same.

18.21 Interpretation. Any reference herein to the singular shall, as appropriate, include the plural, and any reference herein to the plural shall, as appropriate, include the singular. Any reference herein to Grantee shall include any and all permitted assignee(s) of Grantee, and any and all successors, assigns, permittees, licensees, heirs, and transferees of same. Any references herein to Grantor shall, as appropriate, include Grantor and any other parties holding any title, interest, or right in Grantor Property and any and all successors, assigns, and transferees of same.

18.22 Headings. The headings of the sections and subsections of this Easement Agreement are for convenience purposes only and shall have no effect upon the construction or interpretation of any part of this Easement Agreement.

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

18.24 City Permit. The Project within Grantor Property shall be governed by a single work permit (the "City Permit"), which shall include worker safety and, where applicable, after the initial installation of the Transmission Lines, such other lawful municipal conditions, restrictions, coordination measures, and requirements as are not preempted by Article VII of the NYPSC or applicable law. The City Permit shall apply solely to the initial construction and installation of the Transmission Lines and shall not limit, replace, waive, or otherwise affect any additional permits, approvals, street opening permits, maintenance permits, emergency permits, traffic permits, or other authorizations that may be required by Grantor after completion of the initial installation of the Transmission Lines. As conditions of the City Permit, Grantee shall: (i) provide Grantor with written construction coordination updates no less frequently than every fourteen (14) days during active construction, identifying the anticipated locations, durations, numbers and types of Grantee motor vehicles, equipment, and construction activities accessing the Grantor Property during the upcoming construction period, together with prompt supplemental notice of any material changes thereto; and (ii) conduct horizontal directional drilling ("Drilling Operations") between the hours of 8:00 a.m. and 4:00 p.m. on weekdays and not during any construction or holiday moratorium, provided that Grantee may, from time to time, engage in Drilling Operations at other times with the written consent of Grantor, which may be withheld, conditioned, delayed or denied in Grantor's sole discretion. As a condition of the City Permit, Grantee's general contractor shall provide Grantor with a performance bond, in a form acceptable to the Grantor, issued by a surety licensed to do business in the State of New York, or, at the election of Grantee or its general contractor, a cash deposit in lieu of the bond with the Grantor to be held by the Grantor, in an initial amount not less than Three Million, Five Hundred Thousand and 00/100 Dollars ($3,500,000). Grantor shall have the right to require increases in the amount of such security from time to time if Grantor reasonably determines that the existing security is inadequate to secure Grantee's obligations under this Easement Agreement. The performance bond or deposit shall guarantee the full and faithful performance of all obligations under this Easement Agreement, including restoration obligations, emergency work, utility repairs, environmental remediation, traffic control obligations, and protection of public infrastructure. The performance bond shall remain in full force and effect, or deposit shall be held by Grantor, until all work required under this Easement Agreement has been fully completed to the satisfaction of Grantor, Grantor has issued written final acceptance of such work, and all applicable warranty, maintenance, correction, and guaranty periods have expired. If Grantee or Grantee's general contractor fails to perform any of the obligations required under this Easement Agreement or applicable law, the Grantor may, after providing the notice required for default under this Easement Agreement, under the terms of the bond or as otherwise required by law, draw upon or utilize the bond proceeds or deposit to perform or complete such work or reimburse itself for costs incurred in connection therewith. In such an event, the Grantee will cooperate fully with the Grantor to ensure that all documents required to release any or all of a portion of the performance bond or deposit are executed in a timely manner, and Grantee expressly waives all rights to object to the release of such bond or deposit. The Grantee shall remain responsible for any costs incurred by Grantor in excess of the amount of the bond or deposit.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed as of the date first above written.

GRANTOR:

City of New Rochelle

By: ___________________________________
Name: ____________________
Its: _______________________

GRANTEE:

NEW YORK TRANSCO LLC

By: ___________________________________
Name: ____________________
Its: _______________________

NEW YORK POWER AUTHORITY

By: ______________________________
Name: ____________________
Its: _______________________

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

On the ______ day of _________________ in the year 2026, before me, the undersigned, personally appeared ___________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

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

On the ______ day of _________________ in the year 2026, before me, the undersigned, personally appeared ___________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

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

On the ______ day of _________________ in the year 2026, before me, the undersigned, personally appeared ___________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

SCHEDULE A

DESCRIPTION OF THE TRANSMISSION EASEMENT AREA

SCHEDULE B

INSTALLATION EASEMENT AREA DESCRIPTION

EXHIBIT A
RELEASE FROM RESTORATION OBLIGATIONS
[NOTE TO DRAFT: REMOVE IF SECTION 1.6 IS REMOVED]

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN

KNOW THAT the **VILLAGE/TOWN/CITY OF ____________________**, a municipal corporation duly organized and existing under the laws of the State of New York, as **RELEASOR**, in consideration of the sum of ___ dollars ($ ____), and other good and valuable consideration, received from **NEW YORK TRANSCO LLC**, a New York limited liability company authorized to do business in the State of New York, and the **NEW YORK POWER AUTHORITY**, a corporate municipal instrumentality and political subdivision of the State of New York, as **RELEASEE**, receipt of which is hereby acknowledged, forever releases and discharges RELEASEE, its successors, permittees, licensees and assigns, solely from Grantee's specific roadway and right-of-way Restoration Obligations, as that term is defined in that certain Easement Agreement, dated as of ______________ by and between RELEASOR and RELEASEE (the "Easement Agreement"), but only to the extent such obligations are satisfied by the Restoration Payment described in Section 1.7 of the Easement Agreement, and to hold RELEASEE harmless without responsibility for any damages incurred by the Village/Town/City OF ____________________ as a result thereof. This Release is strictly limited to claims for restoration of Roads and ROWs, as those terms are defined in the Easement Agreement, arising directly from the work covered by the Restoration Payment and shall not release, waive, limit, or otherwise impair any other rights, claims, causes of action, liabilities, obligations, warranties, indemnification obligations, environmental obligations, latent defect claims, emergency obligations, insurance obligations, or remedies of Releasor under the Easement Agreement, applicable law, or otherwise.

RELEASOR hereby covenants to RELEASEE, and its principals, officers, directors, affiliates, subsidiaries, employees, contractors, agents, members, and/or managers, that RELEASOR will not sue or otherwise assert a claim of any nature or description whatsoever against RELEASEE, solely with respect to the specific roadway and right-of-way restoration obligations expressly satisfied by the Restoration Payment described in the Easement Agreement.

This Release may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has executed this Release on the ___ day of _________, 2026.

VILLAGE/TOWN/CITY OF ____________________

By: __________________________
Name: ____________________
Title: _____________________

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

On the ____ day of __________________________, in the year ____, before me, the undersigned, a Notary Public in and for said state, personally appeared _______________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
Notary Public

RESOLUTION NUMBER: **Item # 12.**

City of New Rochelle

Public Works

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Alvaro Alfonzo-Larrain, Public Works Commissioner
Subject:	PROPOSED AMENDMENT TO THE CODE OF THE CITY OF NEW ROCHELLE RE: ADDITION OF "STOP" INTERSECTIONS AT ATHERSTONE ROAD AND THORNBURY ROAD — Ordinance amending Chapter 312, Vehicles and Traffic, of the Code of the City of New Rochelle as it relates to Stop Intersections at Atherstone Road and Thornbury Road.

Background:
The Department of Public Works received requests to investigate the need for Stop control at the intersections of Atherstone Road with Abingdon Lane and Thornbury Road with Abingdon Lane. Both of these are tee intersections where traffic entering from the stem of the tee is required to stop for cross traffic. However, observations indicated that a majority of drivers enter without stopping. It is therefore recommended to add these two intersections to the Municipal Code as Stop Intersections.

Staff recommends that the City Code be amended as follows:

§ 312-79 Schedule VIII: Stop Intersections.
In accordance with the provisions of § 312-34, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign On	Direction of Travel	At Intersection Of
<u>Atherstone Road</u>	<u>West</u>	<u>Abingdon Lane</u>
<u>Thornbury Road</u>	<u>West</u>	<u>Abingdon Lane</u>

(Matter underlined is added)

Attachments:
None

RESOLUTION NUMBER: **Item # 12.**
MEETING DATE: September 15, 2026

LEGISLATION

ORDINANCE AMENDING CHAPTER 312, VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY OF NEW ROCHELLE AS IT RELATES TO STOP INTERSECTIONS AT ATHERSTONE ROAD AND THORNBURY ROAD.

WHEREAS, the Department of Public Works received requests to investigate the need for Stop control at the intersections of Atherstone Road with Abingdon Lane and Thornbury Road with Abingdon Lane; and

WHEREAS, both of these are tee intersections where traffic entering from the stem of the tee is required to stop for cross traffic and observations indicated that a majority of drivers enter without stopping; and

WHEREAS, Staff recomends to add these two intersections to the Municipal Code as Stop Intersections

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

Section 1. The Code of the City of New Rochelle, Section 312-79, Schedule VIII: Stop Intersections, of Chapter 312, Vehicles and Traffic, is hereby amended as follows:

§312-79. Schedule VIII: Stop Intersections.

In accordance with the provisions of §312-34, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	**Direction of Travel**	**At Intersection of**
<u>Lemke Place</u>	<u>West</u>	<u>Rockland Place</u>

Matter <u>underlined</u> added.

RESOLUTION NUMBER: **Item # 13.**

City of New Rochelle

Public Works

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Alvaro Alfonzo-Larrain, Public Works Commissioner

Subject: PROPOSED AMENDMENT TO THE CODE OF THE CITY OF NEW ROCHELLE RE: SCHOOL SPEED ZONE IN FRONT OF SALESIAN HIGH SCHOOL ON MAIN STREET - Ordinance amending Chapter 312, Vehicles and Traffic, of the Code of the City of New Rochelle relative to the addition of a School Speed Zone in front of Salesian High School on Main Street.

Background:
Salesian High School submitted a request to the Department of Public Works to consider a reduced School Speed Limit on Main Street in the vicinity of the high school.

The Department of Public Works conducted a speed study of existing traffic conditions and recommends a School Speed Limit be established as described below:

Section § 312-73 Schedule II: Speed Limits.

In accordance with the provisions of § 312-28, speed limits other than 30 miles per hour are established as indicated upon the following streets or parts of streets:

Name of Street	Speed Limit (mph)	Location	Hours/Days
Main Street	20	From LeFevres Lane to Stonelea Place	7:00 a.m. to 6:00 p.m./School Days

(matter underlined added)

Attachments:
1. Salesian High School
2. Salesian High School Overview for City Council Mtg July 2026 (1)

RESOLUTION NUMBER: **Item # 13.**
MEETING DATE: September 15, 2026

LEGISLATION

ORDINANCE AMENDING CHAPTER 312, VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY OF NEW ROCHELLE RELATIVE TO THE ADDITION OF A SCHOOL SPEED ZONE IN FRONT OF SALESIAN HIGH SCHOOL ON MAIN STREET.

WHEREAS, Salesian High School submitted a request to the Department of Public Works to consider a reduced School Speed Limit on Main Street in the vicinity of the high school; and

WHEREAS, The Department of Public Works conducted a speed study of existing traffic conditions and recommends a School Speed Limit be established.

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

Section 1. The Code of the City of New Rochelle, Section 312-73, Schedule II: Speed Limits, of Chapter 312, Vehicles and Traffic, is hereby amended as follows:

In accordance with the provisions of § 312-28, speed limits other than 30 miles per hour are established as indicated upon the following streets or parts of streets:

Name of Street	Speed Limit (mph)	Location	Hours/Days
<u>Main Street</u>	<u>20</u>	<u>From LeFevres Lane to Stonelea Place</u>	<u>7:00 a.m. to 6:00 p.m. / School Days</u>

Matter <u>underlined</u> added.

Sbano, Patrick

From: Cynthia Chambers <cchambers@salesianhigh.org>
Sent: Friday, November 21, 2025 3:43 PM
To: Sbano, Patrick
Subject: Requesting a School Zone on Main Street, New Rochelle

You don't often get email from cchambers@salesianhigh.org. Learn why this is important

This email was sent to your .com address. Please make the sender aware that your email has changed to .gov

EXTERNAL SENDER: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe. If unsure, contact IT for guidance.

Good afternoon, Mr. Sbano,

Salesian High School is located at 148 East Main Street in New Rochelle. Currently, the portion of Main Street that is adjacent to our Campus is not a School Zone. This becomes a problem at dismissal at times. How can we request that Main Street between LeFevre Lane and Stonelea Place be designated a School Zone?

Thanks so much,
Cynthia Chambers

--

Mrs. Cynthia Chambers
Principal
Salesian High School

(914) 632-0248

www.salesianhigh.org

cchambers@salesianhigh.org

148 E. Main Street, New Rochelle, NY 10801

School Name - Salesian High School

Contact Name: Cynthia Chambers

Contact Title: Principal

School Type - Private High School, grades 9-12

Status: Open

School District of Location: New Rochelle

Address:
148 East Main Street
New Rochelle, NY 10801

First Operated as a school: 1920

Phone: (914) 632-0248

School Hours: 7:45 am - 3:00 pm

Total Capacity: 450

Total Enrolled for the 26-27 School Year

Grade 12	105
Grade 11	105
Grade 10	92
Grade 09	96

For details on our most recent inspections by the NR Fire Department and the Westchester County Department of Health, please contact Director of Facilities, Steve Macias smacias@salesianhigh.org

Salesian High School is accredited by Cognia and chartered by the NYS Board of Regents.

Salesian High School is a Catholic School in good standing with the Archdiocese of New York and the Salesians of Don Bosco, Eastern Province.

RESOLUTION NUMBER: **Item # 14.**

City of New Rochelle

Parks & Recreation

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Vincent Parise, Parks and Recreation Commissioner

Subject: PROPOSED AMENDMENT TO THE 2026 BUDGET RE: NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION BOATING INFRASTRUCTURE GRANT PROGRAM — Ordinance accepting the New York State Office of Parks, Recreation and Historic Preservation Boating Infrastructure Grant Program Award in the amount of $1,125,000, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

Background: In the Fall of 2025, the City of New Rochelle submitted an application to the New York State Office of Parks, Recreation and Historic Preservation under the Boating Infrastructure Grant (BIG) Program to support improvements to the New Rochelle Municipal Marina. The BIG Program provides funding for the construction, renovation, and maintenance of boating facilities serving transient recreational vessels, including docks, slips, utilities, and other related marina infrastructure.

The New Rochelle Municipal Marina is an important public waterfront asset that provides recreational boating opportunities while supporting tourism and the local economy. Many components of the marina's infrastructure, however, are aging and require rehabilitation or replacement to meet current operational needs, public safety standards, and long-term resiliency objectives. Strategic investment in these improvements will enhance the marina's functionality, extend the useful life of its facilities, improve the experience for transient and seasonal boaters, and strengthen the City's position as a premier destination along the Long Island Sound boating corridor.

The City recently received notification that our grant proposal for a matching grant of $1,125,000 was conditionally approved.

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 Boating Infrastructure Grant (BIG) award in the amount of $1,125,000 and authorize the City Manager to execute all documents related to the grant.

Staff also recommends that City Council authorize the following Budget Amendment to allow for these grant funds ($1,125,000) to be entered into the City's 2026 Budget and to provide for the required City match of $375,000 for a total project cost of $1,500,000.

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

Increase Revenues:
7989ER.3897.26060 State Aid - Boating Infrastructure Grant $1,125,000
7989ER.9998.26060 Appropriated Fund Balance $269,889

Decrease Revenues:
7989ER.9998.26016 Appropriated Fund Balance $269,889

Increase Appropriations:
7989ER.20000.26060 Major Renovations $1,125,000
7989ER.20000.26060 Major Renovations $269,889
7989ER.20000.26060 Major Renovations $105,111

Decrease Appropriations:
7989ER.20000.26016 Major Renovations $269,889
7989ER.24000.25014 Marina Equipment Replacement $105,111

Attachments:
1. MARINA GRANT

RESOLUTION NUMBER: **Item # 14.**
MEETING DATE: September 15, 2026

LEGISLATION

ORDINANCE ACCEPTING THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION BOATING INFRASTRUCTURE GRANT PROGRAM AWARD IN THE AMOUNT OF $1,125,000, AND AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026.

WHEREAS, in the Fall of 2025, the City of New Rochelle submitted an application to the New York State Office of Parks, Recreation and Historic Preservation under the Boating Infrastructure Grant (BIG) Program to support improvements to the New Rochelle Municipal Marina; and

WHEREAS, the BIG Program provides funding for the construction, renovation, and maintenance of boating facilities serving transient recreational vessels, including docks, slips, utilities, and other related marina infrastructure; and

WHEREAS, the strategic investment in these improvements will enhance the marina's functionality, extend the useful life of its facilities, improve the experience for transient and seasonal boaters, and strengthen the City's position as a premier destination along the Long Island Sound boating corridor; and

WHEREAS, the City recently received notification that its BIG grant proposal of $1,125,000 was conditionally approved.

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

Section 1. The City Council hereby accepts the Boating Infrastructure Grant (BIG) award from the New York State Office of Parks, Recreation and Historic Preservation in the amount of $1,125,000.

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 ($1,125,000), match ($375,000) and implementation of the BIG grant, as follows:

Increase Revenue:

7989ER.3897.26060 State Aid – Boating Infrastructure Grant $1,125,000
7989ER.9998.26060 Appropriated Fund Balance $269,889

Decrease Revenue:
7989ER.9998.26016 Appropriated Fund Balance $269,889

Increase Appropriations:
7989ER.20000.26060 Major Renovations $1,125,000
7989ER.20000.26060 Major Renovations $269,889
7989ER.20000.26060 Major Renovations $105,111

Decrease Appropriations:
7989ER.20000.26016 Major Renovations $269,889
7989ER.24000.25014 Marina Equipment Replacement $105,111

Section 3. The City Manager is hereby authorized to execute such documentation as may be necessary and required to file and accept the BIG grant.

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

KATHY MOSER
Acting Commissioner

June 11, 2026

Captain Salvatore Gugliara CMM
Harbormaster
City of New Rochelle
22 Pelham Road
Marine Division - Docks and Harbors
New Rochelle, NY 10805

Dear Captain Gugliara, CMM,

Congratulations! I am pleased to inform you that your proposal for a matching grant of **$1,125,000.00** was conditionally approved under the U.S. Fish and Wildlife, Boating Infrastructure Grant Program for the **New Rochelle Municipal Marina** project.

It is very important that you do not incur any expenditures prior to final federal approval. At such time of approval, you will receive a formal award letter with further information and instructions.

If you are not the person who will be managing this grant, please let me know who it will be.

If you have any questions regarding this documentation, please contact me at (518) 474-8902.

Most sincerely,

Tremenia Haggray

Tremenia Haggray

RESOLUTION NUMBER: **Item # 15.**

City of New Rochelle

Police

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Neil Reynolds, Police Commissioner

Subject: PROPOSED ADDITION OF AN AGREEMENT TO THE OMNIBUS RESOLUTION – Resolution adding the Intermunicipal Agreement with Westchester County relative to the Repository for Integrated Criminal Information (RICI) System agreement (Police Department) to the Omnibus Resolution (Resolution Number 2025-187).

Background:

The proposed resolution adds an agreement, the Intermunicipal Agreement with Westchester County relative to the Repository for Integrated Criminal Information (RICI) System agreement, to the Omnibus Resolution (Resolution Number 2025-187) giving the City Manager Omnibus Authority relative to certain contracts and to apply for certain Federal, State and County Grants.

The County of Westchester maintains the RICI System, a centralized law enforcement information-sharing platform used by municipalities throughout the County. The RICI System enables participating law enforcement agencies to securely access and share criminal records, police blotter information, and other authorized public safety data, enhancing inter-agency communication and supporting criminal investigations.

To continue participating in the RICI System and maintain access to these resources, the City of New Rochelle must enter into an agreement with the County of Westchester governing the use of the system and the responsibilities of each participating agency. Approval of the proposed agreement will allow the City to continue utilizing the RICI System in support of its law enforcement operations.

The RICI agreement is a recurring agreement that may be renewed or extended every three years. Accordingly, adding the agreement to the omnibus resolution will permit the City Manager to execute the necessary annual extensions without requiring the City Council to separately authorize each renewal, provided that the extensions are on substantially the same terms and conditions.

Recommendation:

The Police Department recommends that the City Council amend the omnibus resolution to add the RICI agreement as a new Item 46:

<u>46. Westchester County for participation in the Westchester County Repository for Integrated Criminalistic Information (RICI System).</u>
All other provisions of the existing omnibus resolution would remain unchanged.

Matter <u>underlined</u> added.

Attachments:
1. OMNIBUS AUTHORITY — Resolution 2025-187

RESOLUTION NUMBER: **Item # 15.**
MEETING DATE: September 15, 2026

LEGISLATION

RESOLUTION ADDING THE INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY RELATIVE TO THE REPOSITORY FOR INTEGRATED CRIMINAL INFORMATION (RICI) SYSTEM AGREEMENT TO THE OMNIBUS RESOLUTION (RESOLUTION NUMBER 2025-187).

WHEREAS, the County of Westchester maintains the Repository for Integrated Criminalistic Information System (RICI System), a centralized law enforcement information-sharing platform used by municipalities throughout the County and the RICI System enables participating law enforcement agencies to securely access and share criminal records, police blotter information, and other authorized public safety data, enhancing inter-agency communication and supporting criminal investigations; and

WHEREAS, to continue participating in the RICI System and maintain access to these resources, the City of New Rochelle must enter into an agreement with the County of Westchester governing the use of the system and the responsibilities of each participating agency; and

WHEREAS, the RICI agreement is a recurring agreement that may be renewed or extended every three years, accordingly, adding the agreement to the omnibus resolution will permit the City Manager to execute the necessary annual extensions without requiring the City Council to separately authorize each renewal, provided that the extensions are on substantially the same terms and conditions; and

WHEREAS, the proposed resolution adds an agreement, the Intermunicipal Agreement with Westchester County relative to the Repository for Integrated Criminal Information (RICI) System agreement, to the Omnibus Resolution (Resolution Number 2025-187) giving the City Manager Omnibus Authority relative to certain contracts and to apply for certain Federal, State and County Grants.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Rochelle hereby does authorize the addition of the following to OMNIBUS AUTHORITY Resolution (Resolution Number 2025-187) as follows:

<u>46. Westchester County for participation in the Westchester County Repository for</u>

Integrated Criminalistic Information (RICI System).

Matter underlined added.

RESOLUTION NUMBER: 2025-187 **Item # 3.**

City of New Rochelle

Finance

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	December 9, 2025
From:	Edward Ritter, Finance Commissioner
Subject:	OMNIBUS AUTHORITY — Resolution giving the City Manager Omnibus Authority relative to certain contracts and to apply for certain Federal, State and County grants.

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

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

a. Leisure activities for developmentally disabled young persons.

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

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

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

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

Attachments:
None

RESOLUTION NUMBER: 2025-187
MEETING DATE: December 9, 2025

Item # 3.

LEGISLATION

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

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

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

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

24. New Rochelle Industrial Development Agency for provision of economic development and financial services.
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28. Mercer Oliver Wyman for actuarial analysis.
29. Capital Markets Advisors for fiscal advisory services.
30. Certiorari Proceedings legal fees and appraisals, including settlement of certiorari proceedings approved by the Corporation Counsel and Finance Commissioner acting jointly.
31. New York State Office for Mental Retardation and Developmental Disabilities (Therapeutic Recreation Mini-Camp Program).
32. New York State Department of Transportation for highway maintenance.
33. New York State Office of Court Administration for maintenance of court facilities.
34. New York State Office of Parks, Recreation and Historic Preservation for Navigation Enforcement.
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44. Ward Acres Conservancy, Inc. to manage and maintain Ward Acres Park, Ward Acres Community Garden and adjacent greenspace and trails within the Park.
45. The Lincoln Park Conservancy, Inc. to manage the grow! Lincoln Park Community Garden.

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

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

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

RESOLUTION NUMBER: **Item # 16.**

City of New Rochelle

Fire

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Joseph Sinatra, Fire Commissioner

Subject: PROPOSED DONATION OF NEW ROCHELLE FIRE DEPARTMENT EXPIRED OR UNSERVICEABLE PERSONAL PROTECTIVE EQUIPMENT (PPE) – Resolution authorizing the New Rochelle Fire Department to donate expired or unserviceable personal protective equipment (PPE) to the Engine 911 Fund.

Background: The New Rochelle Fire Department seeks authorization to donate certain expired or unserviceable personal protective equipment (PPE), as reflected on the inventory list below, to the Engine 911 Fund. The equipment has reached the end of its useful life for Department operations and is no longer suitable for operational use by the New Rochelle Fire Department.

The inventory list below of certain expired or unserviceable personal protective equipment (PPE), are no longer usable for Department operations due to age, condition, and their inability to meet current operational needs. Consistent with the National Fire Protection Association (NFPA) 1851, structural firefighting ensembles and ensemble elements are to be retired no more than 10 years from the date of manufacture. Although the recipient organization may have limited use of the equipment for training, educational, or similar purposes, the equipment has no remaining value to the City for Fire Department use, and no monetary value is being assigned to it.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the donation of the expired or unserviceable personal protective equipment (PPE), identified on the inventory list below to the Engine 911 Fund, to be donated out of the County.

Inventory:

- Turnout Coats – 59
- Turnout Pants – 66

- Scott MMR (Regulator) – 116
- Facepiece – 126
- Boots – 13 pairs

Attachments:
None

RESOLUTION NUMBER:
MEETING DATE: September 15, 2026

Item # 16.

LEGISLATION

RESOLUTION AUTHORIZING THE NEW ROCHELLE FIRE DEPARTMENT TO DONATE SURPLUS PERSONAL PROTECTIVE EQUIPMENT (PPE) TO THE ENGINE 911 FUND

BE IT RESOLVED, that the City Council of the City of New Rochelle hereby determines that the following personal protective equipment (PPE) owned by the City of New Rochelle and identified by the New Rochelle Fire Department has reached the end of its useful life and is no longer suitable for operational use by the Fire Department:

Turnout Coats – 59
Turnout Pants – 66
Scott MMR (Regulator) – 116
Facepiece – 126
Boots – 13 pairs

BE IT FURTHER RESOLVED, that the Council hereby authorizes the donation of the PPE to the Engine 911 Fund for training, educational, or similar purposes, as appropriate; and

BE IT FURTHER RESOLVED, that the PPE is being donated as-is, without warranty, has no remaining operational value to the City, and is assigned no monetary value; and

BE IT FURTHER RESOLVED, that the City Manager, or designee, is hereby authorized to execute any documents and take such actions as may be necessary to effectuate the donation.

RESOLUTION NUMBER: **Item # 17.**

City of New Rochelle

Development

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Adam Salgado, Development Commissioner
Subject:	PROPOSED AUTHORIZATION TO DETERMINE MUNICIPAL USE AT 459 AND 465 FIFTH AVENUE AND 8 PORTMAN ROAD - Resolution authorizing a determination that the proposed municipal space within the mixed-use development satisfies the municipal use criteria of the LI–Light Industry zoning district.

Background:
JMJ Fifth Ave LLC is proposing a mixed-use development at 459 and 465 Fifth Avenue and 8 Portman Road, consisting of residential, commercial, and municipal space. The developer has proposed approximately 2,900 square feet of municipal space within the development to satisfy the municipal use provisions of the LI–Light Industry zoning district.

Approval of the municipal use designation would not determine the final programming or operator of the space. The City has conducted a community survey, and feedback has underscored the need for flexible community-serving space capable of supporting a range of services, including education and training, senior support, and other community programs. Staff will continue to evaluate potential uses and identify an appropriate partner or partners to operate the space and deliver services responsive to community needs.

Following entitlement and site plan approval, the City will have additional opportunities to finalize the specific use, operator, buildout requirements, and terms governing the municipal space.

Issue:

The proposed development includes twenty-four apartments, 1,000 +/- square feet of commercial space, and 2,900 +/- square feet of municipal space. The development would include 48 parking spaces, five of which would be reserved for municipal use.

The property is located within the LI–Light Industry zoning district, which provides additional development flexibility when a municipal use is incorporated into a project. This includes an increase in the maximum permitted building height from 40 to 55 feet, an increase in the maximum permitted floor area ratio (FAR) from 1.0 to 4.0, an increase in the maximum permitted building coverage from 60-percent to 80-percent, and an increase in the maximum permitted impervious coverage from 80-percent to 100-percent.

The latest drawings reviewed by staff included a building height of 45+/- feet, an FAR of 2.46, a 75-percent building coverage, and 88-percent impervious coverage. By avoiding a full buildout of the site, the proposal includes some landscaped areas.

At this stage, City Council authorization is needed to determine that the proposed municipal space satisfies the municipal use criteria of the LI–Light Industry zoning district so the project can advance through the site plan and entitlement process. The specific use, operator, buildout, and terms of the municipal space can be finalized at a later stage.

Recommendation:

Staff recommends that City Council adopt a resolution determining that the proposed approximately 2,900-square-foot municipal space at 459 and 465 Fifth Avenue and 8 Portman Road satisfies the municipal use criteria of the LI–Light Industry zoning district, thereby allowing the project to advance through the site plan and entitlement process.

Attachments:
None

RESOLUTION NUMBER: **Item # 17.**
MEETING DATE: September 15, 2026

LEGISLATION

RESOLUTION AUTHORIZING A DETERMINATION THAT THE PROPOSED MUNICIPAL SPACE WITHIN THE MIXED-USE DEVELOPMENT CONSTITUTES A MUNICIPAL USE FOR PURPOSES OF THE LI–LIGHT INDUSTRY ZONING DISTRICT.

WHEREAS, JMJ Fifth Ave LLC is proposing a mixed-use development at 459 and 465 Fifth Avenue and 8 Portman Road, consisting of residential, commercial, and municipal space, including approximately 2,900 square feet of space proposed for municipal use; and

WHEREAS, approval of the municipal use designation would not determine the final programming or operator of the space, and the City has conducted a community survey, and feedback has underscored the need for flexible community-serving space capable of supporting a range of services, including education and training, senior support, and other community programs; and

WHEREAS, the proposed development includes twenty-four apartments, 1,000 +/- square feet of commercial space, and 2,900 +/- square feet of municipal space, and the development would include 48 parking spaces, five of which would be reserved for municipal use; and

WHEREAS, the property is located within the LI–Light Industry zoning district, which provides additional development flexibility when a municipal use is incorporated into a project, including an increase in the maximum permitted building height from 40 to 55 feet, an increase in the maximum permitted floor area ratio (FAR) from 1.0 to 4.0, an increase in the maximum permitted building coverage from 60 percent to 80 percent, and an increase in the maximum permitted impervious coverage from 80 percent to 100 percent; and

WHEREAS, the latest drawings reviewed by staff included a building height of 45+/- feet, an FAR of 2.46, a 75-percent building coverage, and 88 percent impervious coverage, and by avoiding a full buildout of the site, the proposal includes some landscaped areas; and

WHEREAS, at this stage, City Council authorization is needed to determine that the proposed municipal space constitutes a municipal use for purposes of the LI–Light Industry zoning district so the project can advance through the site plan and entitlement process, and the specific use, operator, buildout, and terms of the municipal space can be finalized at a later stage.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of New Rochelle, that the proposed approximately 2,900-square-foot municipal space at 459 and 465 Fifth Avenue and 8 Portman Road constitutes a municipal use for purposes of Section 331-75 of the New Rochelle Zoning Code, and the development may proceed through the site plan and entitlement process, subject to all other applicable requirements of the Zoning Code and other applicable law.

RESOLUTION NUMBER: **Item # 18.**

City of New Rochelle

Development

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Adam Salgado, Development Commissioner

Subject: PROPOSED AUTHORIZATION OF COMMUNITY BENEFIT BONUS FUNDS FOR PHASE ONE OF THE 11 GARDEN STREET COMMUNITY SPACE – Ordinance authorizing the transfer of $85,000 from the Community Benefit Bonus Fund to fund Phase One of the community space, authorizing the City Manager to negotiate and execute a lease with Center for Justice Innovation (CJI), and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

Background:
The Community Space at Highgarden Tower, a fully affordable 219-unit project, is a City-controlled asset intended to serve as a dynamic and inclusive community center. The approximately 8,016-square-foot facility includes 3,431 square feet on the ground floor and 4,585 square feet on the second floor. Now in a core-and-shell stage, the designed flexible layout will accommodate workshops, classes, small performances, collaborative workspaces, pop-up events, community gatherings, and business incubation.

On April 15, 2026, the City issued RFP-DV-2026-011 seeking a qualified operator to manage, program, and activate the space. After reviewing the proposals, staff selected Justice Innovation Inc. d/b/a Center for Justice Innovation (CJI) as the selected respondent based on its experience, existing New Rochelle operations, and local relationships.

As part of the RFP award, the City must enter into a lease agreement with CJI. Because the space is not yet ready for occupancy, initial planning must begin now so operations, programming, partnerships, and buildout can be coordinated in advance of opening.

Issue:
For the immediate implementation period, CJI proposed a phase approach. Phase One, which is the first-year scope covering pre-occupancy planning and transition. For $85,000, CJI will assign a strategic planner, supported by its facilities, data, research, and administrative teams, to this

scope. The work will coordinate the transition of existing New Rochelle Community Justice Center operations to the first floor; assess furniture, technology, privacy, signage, storage, meeting, and program-flow needs; develop an annual work plan, day-one programming calendar, staffing plan, and operating schedule; map community and institutional partners; prepare marketing, outreach, and branding strategies; establish data collection and reporting protocols; and develop a fundraising and capital-readiness strategy to support the full build-out of the space.

Phase Two would begin only after the space is ready for occupancy and would cover programming and activation.

Recommendation:
Staff recommends that City Council:
1) Authorize the use of $85,000 from the Community Benefit Bonus Fund to fund Phase One of the RFP award;
2) Authorize the City Manager to negotiate and execute a lease agreement with CJI for the 11 Garden Street community space; and,
3) Amend Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026 as follows:

Decrease Trust Account:

TA.031.1113 Community Benefit Bonus Fund ($85,000.00)

Increase Revenue:

6989.5042.26062 11 Garden St Comm Space Operator $85,000.00

Increase Expense:

6989.46000.26062 11 Garden St Comm Space Operator $85,000.00

Attachments:
1. RFP-DV-2026-011 - 11 Garden St Operator
2. Center for Justice Innovation Proposal in response to RFP-DV-2026-011

RESOLUTION NUMBER: **Item # 18.**
MEETING DATE: September 15, 2026

LEGISLATION

ORDINANCE AUTHORIZING THE TRANSFER OF $85,000 FROM THE COMMUNITY BENEFIT BONUS FUND TO FUND PHASE ONE OF THE COMMUNITY SPACE, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE WITH CENTER FOR JUSTICE INNOVATION (CJI), AND AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026.

WHEREAS, the Community Space at Highgarden Tower, a fully affordable 219-unit project, is a City-controlled asset intended to serve as a dynamic and inclusive community center and the approximately 8,016-square-foot facility includes 3,431 square feet on the ground floor and 4,585 square feet on the second floor; and

WHEREAS, the Highgarden Tower is now in a core-and-shell stage, the designed flexible layout will accommodate workshops, classes, small performances, collaborative workspaces, pop-up events, community gatherings, and business incubation; and

WHEREAS, on April 15, 2026, the City issued RFP-DV-2026-011 seeking a qualified operator to manage, program, and activate the space and after reviewing the proposals, staff selected Justice Innovation Inc. d/b/a Center for Justice Innovation (CJI) as the selected respondent based on its experience, existing New Rochelle operations, and local relationships; and

WHEREAS, as part of the RFP award, the City must enter into a lease agreement with CJI and because the space is not yet ready for occupancy, initial planning must begin now so operations, programming, partnerships, and buildout can be coordinated in advance of opening; and

WHEREAS, CJI proposed a phase approach and Phase One, which is the first-year scope covering pre-occupancy planning and transition, totals $85,000 and CJI will assign a strategic planner, supported by its facilities, data, research, and administrative teams, to this scope. The work will coordinate the transition of existing New Rochelle Community Justice Center operations to the first floor; assess furniture, technology, privacy, signage, storage, meeting, and program-flow needs; develop an annual work plan, day-one programming calendar, staffing plan, and operating schedule; map community and institutional partners; prepare marketing, outreach, and branding strategies; establish data collection and reporting protocols; and develop a fundraising and capital-readiness strategy to support the full build-out of the space; and

WHEREAS, Phase Two would begin only after the space is ready for occupancy and would cover programming and activation.

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

Section 1. The City Council hereby authorizes the use of $85,000 from the Community Benefit Bonus Fund to fund Phase One of the RFP award (RFP-DV-2026-011).

Section 2. The City Manager is hereby authorized and directed to negotiate and execute a lease agreement with CJI for the 11 Garden Street community space, 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 as follows:

Decrease Trust Account:
TA.031.1113 Community Benefit Bonus Fund ($85,000.00)

Increase Revenue:
6989.5042.26062 11 Garden St Comm Space Operator $85,000.00

Increase Expense:
6989.46000.26062 11 Garden St Comm Space Operator $85,000.00

Department of Finance
515 North Avenue
New Rochelle, NY 10801
(914) 654-2072

Adam F. Ross
Deputy Commissioner

Ivonne Droese-Solomon
Purchasing Specialist

City of New Rochelle
New York

Specification No.
RFP-DV-2026-011
Request for Proposal:
11 Garden Street Community Space
Operator

1) INTENT/BACKGROUND/OVERVIEW

INTENT

The City of New Rochelle is seeking proposals from qualified teams or partnerships of organizations—particularly, but not limited to, non-profits—to jointly operate, manage, program, and activate the Community Incubator Space at 11 Garden Street as a vibrant, inclusive, and highly utilized community asset.

The selected operator team will be responsible for managing day-to-day operations and delivering a robust programming model that serves residents across age groups—from youth to seniors—while supporting entrepreneurship, cultural engagement, education, and community well-being. Through intentional activation and inclusive programming, the Community Incubator Space will serve as a platform for testing ideas, building relationships, and bringing community-driven solutions to life.

Programming may include, but is not limited to, hands-on workshops, skill-building classes, youth enrichment and mentorship programs, cultural events and performances, small business and entrepreneurship support, health and wellness activities, pop-up markets, and community-led initiatives. The City encourages proposers to design programming that blends education, creativity, and practical application, while creating multiple entry points for participation and fostering a sense of belonging and ownership among residents.

Proposals that demonstrate creativity, cultural competency, and a clear strategy for sustained community engagement through a strong roster/team of organizations will be viewed favorably.

The selected operator will be onboarded after the space is physically ready to be fully operational and certified for occupancy.

BACKGROUND

The Community Incubator Space at 11 Garden Street represents a physical manifestation of the City of New Rochelle's broader economic development, cultural, and community-building ecosystem. Rather than operating as a standalone facility, the space is intentionally designed to be a reflection of the City's ongoing investments, programs, and partnerships that support small businesses, workforce development, youth and senior engagement, arts and culture, and neighborhood vitality.

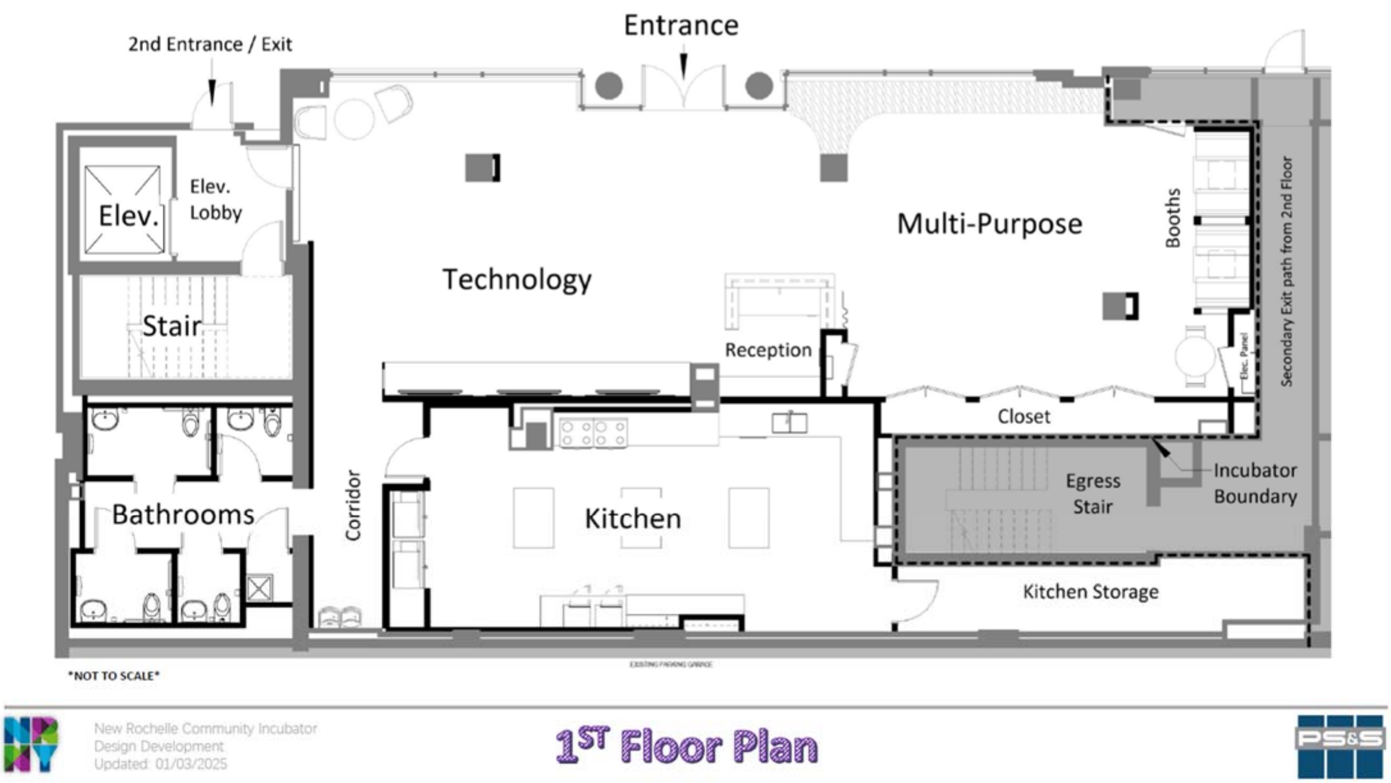
This initiative builds upon and complements the City's existing efforts to provide residents with new community spaces, reduce barriers to opportunity, and create inclusive pathways for residents to participate in and benefit from New Rochelle's continued growth. The Community Incubator Space is envisioned as a connective platform—linking residents to resources, entrepreneurs to markets, artists to audiences, and community organizations to shared infrastructure—while reinforcing the City's long-term vision for a resilient, equitable, and vibrant community.

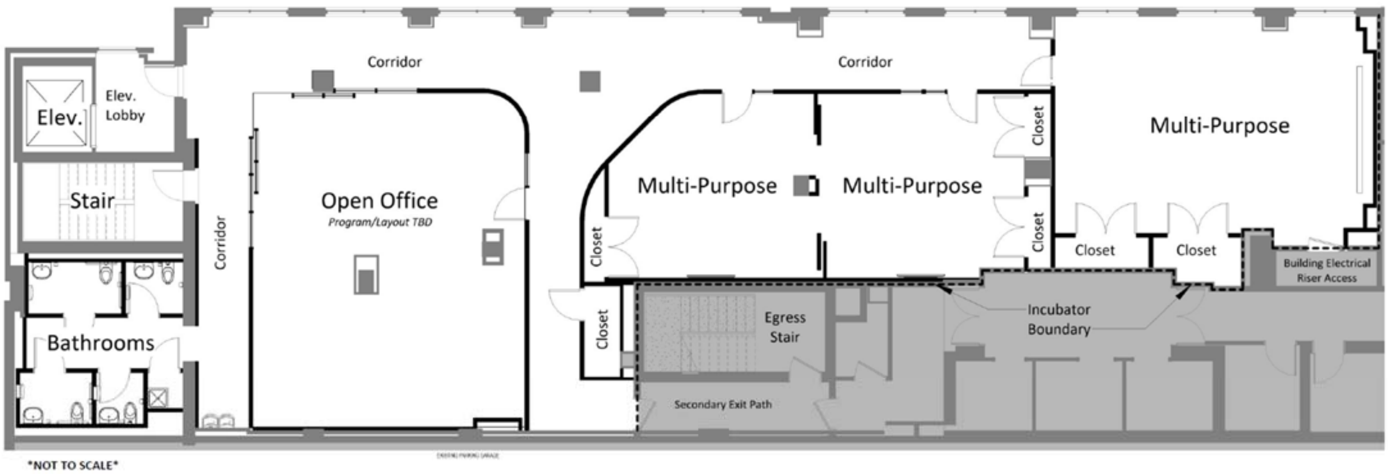
OVERVIEW

The City of New Rochelle is seeking proposals from qualified teams or partnerships of organizations—particularly, but not limited to, non-profits—to jointly operate and program the Community Incubator Space at 11 Garden Street, New Rochelle, NY, delivering the full range of identified services in alignment with prior community engagement and assessed needs.

The facility comprises approximately 8,016 square feet across two floors, 3,431 square feet on the first floor and 4,585 square feet on the second. The space is currently in a core and shell stage, but the designed flexible layout is intended to accommodate workshops, classes, small performances, collaborative workspaces, pop-up events, and community gatherings, and includes a commercial kitchen.

The space is envisioned as a dynamic gathering place where residents from across the city can come together to learn, create, collaborate, and connect. Community programming is expected to be intentional, accessible, and reflective of New Rochelle's diversity, offering opportunities for residents of all ages—youth, families, working adults, seniors, entrepreneurs, and creatives—to engage in meaningful activities that support personal growth, economic opportunity, and community well-being. These are all elements identified during the community engagement efforts around this asset in the past years.





New Rochelle Community Incubator
Design Development
Updated: 01/03/2025

2ND Floor Plan

PS&S

2) **PROPOSAL DUE DATE**

Sealed proposals will be accepted up until **3:00 p.m. on May 6, 2026.** Envelopes can be hand delivered or mailed to the **Purchasing Office, City of New Rochelle City Hall, 515 North Avenue, New Rochelle, NY 10801,** to the attention of **Ivonne Droese-Solomon**. Please note **RFP-DV-2026-011** on your outside mail package.

3) **PRE-PROPOSAL MEETINGS**

An on-site pre-proposal meeting will be held on **9:30 am April 23, 2026, at 11 Garden Street** in New Rochelle, NY.

Attendance is not mandatory but is highly encouraged.

The City reserves the right to amend the RFP based on questions and issues raised at any time before the RFP submission deadline.

4) **PRE-PROPOSAL QUESTIONS**

All questions must be submitted in writing via e-mail to Ivonne Droese-Solomon, Purchasing Specialist, at idroese@newrochelleny.gov, no later than noon on April 27, 2026. The City will post the answers to the questions received on its website no later than 4:30 p.m. on April 29, 2026.

The City reserves the right to amend the RFP based on questions and issues raised at any time before the RFP submission deadline.

5) **ADDENDUMS**

A Respondent, before submitting its Response, shall check the City's website to see if any Addendum or Addenda has/have been issued for the RFP and, if so, the Respondent must establish in writing that they have received any and all Addendum or Addenda issued for the RFP. **See attached Exhibit D.**

6) **CONE OF SILENCE**

Cone of Silence, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Request for Bid ("RFB").

Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the City and a Bidder during the procurement process. A Bidder is restricted from contacting, other than designated staff, from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Designated Contracting Officer ("Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). City employees are required to obtain certain information when contacted during the Restricted Period. The designated staff contact is the Deputy Finance Commissioner or his/her representative, telephone (914) 654-2072. **Bidders responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply in their Proposal.**

7) **SCOPE OF WORK**

The selected operator team shall be responsible for the comprehensive management, activation, and programming of the Community Incubator Space at 11 Garden Street. The Scope of Work is intended to ensure the space operates as a high-impact, inclusive community hub and as an extension of the City of New Rochelle's broader economic development ecosystem.

Key responsibilities include, but are not limited to, the following:

1. **Facility Operations and Management**
    - Manage day-to-day operations of the Community Incubator Space, including scheduling, space coordination, and general oversight.
    - Ensure the space is maintained as a welcoming, accessible, and professional environment for all users.
    - Coordinate usage across multiple program types, partners, and audiences to maximize daily and weekly utilization of the space.
    - Develop and enforce policies related to space use, safety, access, and conduct.
    - The operator is responsible for daily cleaning and trash disposal of the space.

2. **Community Programming and Activation**
    - Design and deliver a diverse, year-round programming calendar that reflects community needs and City priorities.
    - Offer programming that supports:
        - Entrepreneurship and small business development
        - Youth development, mentorship, and educational enrichment
        - Arts, culture, and creative expression
        - Health, wellness, and community support
    - Balance recurring programs with flexible, pop-up, and pilot initiatives that allow for experimentation and community-led ideas.

- Activate the space during evenings and weekends, as appropriate, to ensure broad community access.

3. **Entrepreneurship and Business Incubation**
   - Provide structured opportunities for aspiring and existing entrepreneurs to access resources, mentorship, and workspace.
   - Support food-based entrepreneurs through programming and access related to the commercial kitchen.
   - Facilitate pop-up retail, showcases, or demonstrations that allow entrepreneurs to test concepts and build customer relationships.
   - Coordinate with City-led business support initiatives to create clear pathways for business growth.

4. **Youth, Workforce, and Skill Development**
   - Deliver or host programs that support academic achievement, leadership development, career exploration, and workforce readiness.
   - Partner with schools, nonprofits, and workforce organizations to expand youth access to enrichment opportunities.
   - Ensure programming is developmentally appropriate and inclusive across age groups.

5. **Partnerships and Ecosystem Integration**
   - Establish and maintain partnerships with local nonprofits, educators, artists, entrepreneurs, service providers, and institutions.
   - Align programming with the City's broader economic development, cultural, and community initiatives.
   - Serve as a connector between residents and City resources, programs, and opportunities.

6. **Senior Programming and Engagement**
   - Develop and deliver programming for senior residents that promotes social connection, lifelong learning, and health and wellness, including educational, cultural, and digital literacy activities.
   - Partner with senior-serving organizations and service providers to expand offerings, increase accessibility, and ensure programming reflects the needs and interests of older adults.
   - Create inclusive opportunities for seniors to participate as mentors, facilitators, or contributors to broader community programming, including intergenerational activities.

7. **Community Engagement and Responsiveness**
   - Actively solicit community input to inform programming priorities and space utilization.
   - Provide opportunities for residents to lead, host, or co-create programming.
   - Adapt programming in response to participation data, feedback, and emerging community needs.

8. **Data Collection, Evaluation, and Reporting**
   - Track participation, demographics, program outcomes, and utilization metrics.
   - Evaluate program effectiveness and community impact.
   - Submit regular reports to the City documenting progress, challenges, and recommendations.

DELIVERABLES

1. **Annual Work Plan and Programming Calendar**
   A comprehensive outline of planned activities and services for the year, serving as the roadmap for daily operations and ensuring alignment with the City's goals. This plan should show realistic partnerships with organizations that will contribute to the delivery of services detailed in this RFP.

2. **Community Engagement and Partnerships**
   The operator shall submit a Community Engagement and Partnership Plan describing methods for incorporating resident input and naming concerted efforts and realistic partnerships with local, regional and/or national organizations, artists, educators, and service providers.
3. **Staffing Plan and Operating Schedule**
   A detailed chart of staff roles, coverage hours, and responsibilities, demonstrating how the operator will deliver consistent service, maintain accountability, and ensure the space remains accessible and professionally managed.
4. **Curriculum and Training Materials**
   Structured outlines for workshops, webinars, and small group sessions, including topics, learning objectives, and delivery formats. Materials should be tailored to the needs of downtown retailers, MWBEs, and other small businesses.
5. **Program Materials**
   The operator shall develop and maintain Program outlines or curriculum materials for workshops, trainings, youth programs, and entrepreneurship-related activities.
6. **Marketing and Outreach**
   A plan incorporating grassroots engagement, partnerships, and digital tools to promote the space's services, attract a diverse range of participants, and expand awareness of City programs and resources.
7. **Branding and Identity**
   The operator shall co-develop a Branding and Identity Plan with the city for the Community Incubator Space, including proposed naming, visual identity elements, signage concepts, and messaging, subject to City review and approval.
8. **Budget and Financial Management Plan**
   A transparent budget outlining anticipated expenses, revenue sources, and the use of City-provided resources. This plan will demonstrate fiscal responsibility and sound resource management.
9. **Sustainability and Growth Recommendations**
   A forward-looking document synthesizing performance data, lessons learned, and market insights, offering guidance on funding opportunities, partnerships, and program enhancements to support the Hub's long-term sustainability and impact.

8) PROPOSAL FORMAT/REQUIREMENTS

The attached Exhibits A, B, C, D, and E must be completed and returned with your proposal.

Proposals must include clear descriptions of the firm's capabilities to perform the requirements of the RFP and shall include the following:

a) **Transmittal Letter -** This letter should outline the firm's ability to provide the requested experience and scope of services. Please describe the company's size, management, and ownership, including:

   i. Name
   ii. Primary Address
   iii. Primary Telephone Number
   iv. Primary Fax Number
   v. Primary Email
   vi. Name & Title of Primary Contact Individual
   vii. Number of Employees
   viii. Number of Years in Business
   ix. Company's Legal Status
   x. Tax ID Number

xi. State under which the entity is organized.

xii. Awarded vendors must provide a copy of their New York State Certificate of Incorporation with a bid response. Bidders not incorporated in New York State must produce a **Certificate to Do Business in the State of New York from the New York Secretary of State at the time of bid submission.**

This letter must be signed by an officer who is authorized to bind the Consultant and state that the proposal is binding for 90 days from the submission deadline for proposals.

b) Staff Experience - Briefly describe each key staff assigned to a typical project. Applicants should provide resumes for all staff who are expected to be engaged in the work. Identify any sub-consultants proposed to serve on the project, as well as a list of proposed organizations that will be part of the team delivering the services requested in this RFP.

c) Project Approach / Requirements & Capabilities - Describe how the Consultant's approach will meet the particular needs of this RFP. Submit a detailed statement and applicable information on how you or your firm meets the requirements and/or qualifications. Include a copy of all applicable licenses.

d) Work Samples - Include samples of work relevant to the Scope of Work(s) proposed.

e) References - Submit a list of at least three (3) references (including contact person names and phone numbers) for which similar services have been provided. Your company must demonstrate that it has successfully completed services similar in scope to that requested in this proposal.

f) Time schedule – Submit an estimated annual schedule incorporating the components included on the scope of work.

g) Fee Proposal – Complete Exhibit C

Submit a detailed breakdown of your cost proposal, incorporating staff and operational costs, and the proposed not-to-exceed annual fee for this project.

Staff costs will include hourly rates for all relevant direct staff and must include all overhead, fees, and out-of-pocket costs or expenses.

Travel, lodging, meals, and other personal costs are considered to be incidental to the contract and are not reimbursable. The City will not reimburse for these costs.

Operational costs will include, but are not limited to, any office equipment needed to support the management of a project (personal computers, printers, copies, cell phones, etc.); all teaching materials necessary for the execution of training programs; and all anticipated program costs to successfully manage the training programs and ongoing operations of the New Rochelle Forward facility.

Invoices for all services billed shall include a breakdown of work performed, a description of services rendered, and a listing of staff members with their titles, hourly rates, and hours worked during the billing period.

A list of existing furnishings and materials available at New Rochelle Forward is included as an exhibit.

h) Has the firm been in bankruptcy, reorganization, or receivership in the last 5 years? If so, please explain the current status.

i) Has the firm/individual been disqualified or terminated from any public agency? If so, please explain under what circumstances this disqualification or termination occurred.

j) Is the firm an "entity conducting business operations in Russia" pursuant to New York State Executive Order No. 16? Explain as necessary pursuant to E.O. No. 16 and attached Exhibit E.

9) AWARD CRITERIA

The City of New Rochelle reserves the right to award this RFP to the respondent whose proposal best meets the requirements listed herein and represents the most beneficial procurement, as determined by the City. The award of a contract for the described services will be made by the City's RFP Evaluation Committee. The City will award to the firms that score within the top three (3) as determined by the Selection Committee. If an agreement is not reached within a reasonable period, the City may pursue negotiations with the next-ranked firm or reissue the RFP altogether.

Firms may be asked to meet with the Evaluation Committee and the City Council.

Proposals will be evaluated and scored based on the following criteria:

EVALUATION CRITERIA	MAXIMUM POINTS
EXPERIENCE AND QUALIFICATIONS OF THE RESPONDENT: • Demonstrated experience operating or programming community-centered spaces, incubators, cultural venues, business support hubs, or comparable multi-use facilities. • Demonstrated expertise in supporting entrepreneurs, small businesses, creatives, youth, or community-based initiatives, particularly within urban or diverse community settings. • Experience managing or partnering on public–private or public-facing initiatives, with the ability to align programming with municipal goals and community needs. • Experience with related projects in Westchester County, New York State, or communities comparable to New Rochelle. • Demonstrated ability to execute programs in a professional, timely, and effective manner, with sufficient staffing, leadership, and organizational infrastructure.	25 Points
PROGRAMMATIC APPROACH AND INNOVATION • A strong team of identified partner organizations that have proven track record for delivering the services identified in this RFP.	20 Points

• Clarity and strength of the proposed programming model, including community programming, entrepreneurship support, youth development, arts and cultural activation, and other uses aligned with this RFP. • Demonstrated ability to balance innovation with practicality, ensuring programs are both creative and operationally feasible. • Effectiveness of the proposed approach to activating the space as a flexible, multi-use environment, including evenings and weekends. • Ability to clearly articulate an understanding of municipal needs, community priorities, and ecosystem alignment, and how the proposed approach advances the City's broader efforts.	
COMMUNITY AND ECONOMIC IMPACT • The degree to which the proposal supports inclusive community engagement, expands access to programming, and fosters a sense of belonging and ownership among residents. • Demonstrated potential to support local entrepreneurs, artists, creatives, youth, and community organizations, while strengthening neighborhood and citywide connections. • Alignment with the City's goals related to economic opportunity, cultural vitality, and community resilience, positioning the space as an extension of the City's broader ecosystem. • Preference may be given to submissions from non-profit organizations or those in partnership, where such partnerships enhance program quality and access.	20 Points
OPERATION FEASIBILITY AND PROJECT MANAGEMENT • Capacity to oversee day-to-day operations, maintain a professional and welcoming environment, and coordinate multiple program types and partners. • Adequacy of proposed staffing levels, management structure, and operational systems. • Feasibility of the proposed approach to space management, scheduling, and stewardship.	15 points
QUALITY AND COMPLETENESS OF PROPOSAL: • Completeness, clarity, and organization of the submission. • Responsiveness to all requirements outlined in this RFP. • Accuracy and consistency of information provided.	10 Points
FINANCIAL TERMS • Consideration will be given to proposals presenting the most cost-efficient terms to the City over the contract term as detailed in your Cost Proposal Rate Sheet.	10 Points
TOTAL	100 Points

The City reserves the right to waive any minor deviation in proposal responses received when such waiver is in the best interests of the City, and reserves the right to modify any requirements, terms, or conditions as outlined in this request for proposal (RFP) when such modification(s) is in the best interests of the City.

Proposals will be accepted only from thoroughly competent and experienced individuals or entities, as determined solely by the City of New Rochelle. Respondents are responsible for submitting accurate, adequate, and clear descriptions of the requested information. Omissions, vagueness, inaccurate descriptions, or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

This document is not an offer to contract but is an RFP, as defined herein, to satisfy specific user requirements of the City of New Rochelle. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of New Rochelle will commit the City to award a contract to any vendor, even if all the user requirements in the RFP are met. Only the execution of a written contract will obligate the City in accordance with the terms and conditions contained in such contract.

10) RIGHT TO REJECT PROPOSALS

This Request for Proposal (RFP) does not commit the City to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP or to procure or contract for services. The City intends to award a contract(s) on the basis of the best interest and advantage to the City and reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all qualified proposers or to cancel this RFP in part or in its entirety, if it is in the best interest of the City to do so.

11) QUALIFICATION REQUIREMENTS

The following list is the minimum qualification requirements:

- At least 5 years' experience providing similar service
- Firm must be in business for at least 5 years
- At least three (3) references from clients currently/previously served for which similar services have been provided. At least one of the references must be from a New York State city/county/state project. All reference should be for projects completed within the last three years. Please include:
  - Client organization's name.
  - Client organization's address.
  - Contact individual, title, project role, phone number and email address.
  - Project start and end dates.
  - Brief description of services provided.
  - Links/and or electronic files of any publicly-available deliverables or reports.
  - Dollar value of work.

12) TERMS OF CONTRACT

The selected consultant will be required to sign a *Professional Services Agreement,* with either the City of New Rochelle, New Rochelle Corporation for Local Development, or the New Rochelle Industrial Agency. The agreement will be for an initial term of one (1) year, with the option to renew, upon mutual consent in writing, for four (4) additional one (1) year terms.

In any option years, if exercised, firms named may request an increase in the original annual rates. Any such increase shall be requested 1 month prior to anniversary date of this agreement and is subject to the approval of the City. In no event shall an increase exceed the lessor of two (2) percent or the All-Urban Consumer Price Index (CPI) for the New York, New Jersey Metropolitan Area for the previous 12-month period (calculated based on the month of contract execution).

13) <u>PROPRIETY INFORMATION</u>

The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law, Section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are "trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information that the proposer wishes to have treated as proprietary and confidential trade information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of submittal. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted.

14) <u>CANCELLATION CLAUSES</u>

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFP shall result in immediate cancellation. The agreement may be cancelled by the City for any other reason(s) upon thirty (30) days written notice.

15) <u>ASSIGNMENT</u>

The awarded vendor shall not assign the contract or any part thereof without the written approval from the City.

16) <u>LIABILITY REQUIREMENTS</u>

The successful bidder shall supply and maintain insurance which defends, indemnifies and holds harmless the City of New Rochelle, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. The successful bidder must furnish the City with Certificate of Insurance and Endorsement prior to commencement of work. The required coverage shall not be less than the following:

Workers Compensation **(C105.2)**	**Statutory Requirements**
NY State Disability **(DB120.1)**	**Statutory Requirements**
General Liability **(Acord-25)**	**$2,000,000**
Automobile Liability **(Acord-25)**	**$1,000,000 Owned, Scheduled, Hired, Non-Owned**
Endorsement Page **CG-2010**	Lists the City of New Rochelle as additionally insured on a primary and non-contributory basis. 30-days' notice of cancellation endorsement.
"Contractual Liability"	**Must be printed on Certificate**
Professional Liability	**$1,000,000**

The certificate holder should be listed as:
City of New Rochelle
515 North Avenue

New Rochelle, NY 10801

Description box on COI (Acord-25):
City of New Rochelle is included as an additional insured on a primary and non-contributory basis. 30-days' notice of cancellation endorsement.

INSURANCE CERTIFICATES SHALL NAME THE CITY OF NEW ROCHELLE, AS ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE CITY.

"The City of New Rochelle is named as an additional insured party for all general and excess liability coverage based on the contractual liability of the named insured. Such general and excess liability coverage shall be primary to any other coverage carried by the City of New Rochelle with respects to acts or omissions of the named insured."

It is intended by the parties hereto that the general and excess liability insurance provided by the contractor shall be primary to any other coverage carried by the City of New Rochelle with respect to liability coverage arising out of any act or omissions by the contractor. The City of New Rochelle will be named as an additional insured. Nothing contained herein shall be construed as making said general and excess liability insurance primary insurance for acts or omissions of the City of New Rochelle.

17) <u>GENERAL</u>

a) Vendor shall execute Non-Collusive Bidding Certificate enclosed (Exhibit A).

b) Vendor shall complete Vendor Responsibility Form enclosed (Exhibit B).

c) Vendor shall complete enclosed Exhibit C.

d) Vendor shall complete enclosed Exhibit D.

e) Vendor shall complete enclosed Exhibit E.

f) The proposal, as presented, shall remain valid for a period of ninety (90) days from proposal due date.

g) No charge will be allowed for federal, state, municipal sales, and excise taxes from which the City is exempt. Exemption certificates, if required, will be forwarded.

h) Any deviations from the specifications are to be so noted and fully explained. Deviations will be analyzed, and if deemed to be in the best interests of the City, specification requirements may be waived.

i) It shall be the responsibility of each vendor to call to the attention of the City any apparent discrepancy in the specifications or any question of interpretation thereof. Failure to do so constitutes acceptance as written.

j) The City reserves the right to "revise" or "amend" the proposal specifications prior to the proposal due date by "written addenda".

k) In addition, all City contractors not incorporated in the State of New York shall produce a Certificate to Do Business in the State of New York from the New York Secretary of State prior to executing their contract with the City.

18) NEW YORK LAW AND VENUE

The contract/agreement resulting from this RFP shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract/agreement shall be brought in the Supreme Court of the State of New York, Westchester County.

19) IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

20) PROPOSAL SUBMISSION REQUIREMENTS

Proposals should be placed in a sealed envelope with the Spec No. **RFP-DV-2026-011** and the name of the firm clearly labeled on the envelope. Sealed bids should be delivered to the Department of Finance, Office of Purchasing.

Please provide one (1) hard copy and one digital version **(USB Flash Drive**) of your proposal.

The proposal should address each item as listed in each section and numbered/labeled identical to this RFP.

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT A

NON-COLLUSIVE BIDDING CERTIFICATE

All terms, conditions and requirements as set forth in this Request for Proposal are acceptable as specified therein.
Yes_______No________

If **"NO"**, please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the Request for Proposal with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

A. the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and

B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

C. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the City of New Rochelle treasury is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal RFP-DV-2026-011 except as identified.

Company Name and Address ____

____

____________________________ ____________________
Signature Date

____________________________ ____________________
Name & Title Phone Number

____________________________ ____________________
Email Address Fax Number

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT B

VENDOR RESPONSIBILITY FORM
STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies that the respondent (i) has read and understands and accepts the scope and requirements of this project and all of the attachments; (ii) has the capacity to execute this project; (iii) agrees to accept payment in accordance with the requirements of this Proposal and the standard construction services contract, and (iv) will, if its proposal is accepted, enter into a standard agreement with the City of New Rochelle.

The undersigned further stipulates that the information in this proposal is, to the best of knowledge and belief, true and accurate.

____
Name of Firm/Consultant

By: ___________________________________ ____________________
Signature of Partner or Corporate Officer — Date

___________________________________ ____________________
Print Name — Title

___________________________________ ____________________
Telephone / Fax #'s — EIN #

___________________________________ ____________________
Address — E-mail address

____
Website / URL

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT B
VENDOR RESPONSIBILITY QUESTIONAIRRE

Legal Name of Business:
EIN:
Address of the Principal Place of Business/Exec. Office:
NYS Vendor Identification Number:
Telephone/Fax:
Email:
Website:
Authorized Contact for this Questionnaire
Name:
Telephone/Fax
Title:
Email:

List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive) (if applicable):

____

____

I. Business Characteristics

a. Business Entity Type: ____

b. Was the Business Entity Formed in New York State? ______________________________

c. If no, indicate jurisdiction where Business Entity was formed: ________________________

d. Is the Business Entity currently registered to do business in New York State with the Department of State?

____

e. If no, explain why the Business Entity is not required to be registered in New York State.

____

f. Does the Business Entity have a DUNS Number? If so, what is it? _____________________

g. Is the Business Entity's principal place of business/Executive Office in New York State? If no, does the business entity maintain an office in New York State? ___________________________

h. Is the Business Entity a Minority or Women Owned Business (MWBE)? ____________________

i. Is the Business Entity a certified Service-Disabled Veteran Owned Business (SDVOB)? __________________

j. Identify current Key Employees of the Business Entity. Attach additional sheets, if necessary.

____

II. Contract History

a. Has the Business Entity held any contracts with the City of New Rochelle and/or New York State governmental entities in the last three (3) years? If yes, attach a list including the agency name, contract amount, contract start date, contract end date and the contract description.

____

____

_____________ ____

III. Integrity: Contract Award: Within the past five (5) years, has the business entity or affiliate:

a. Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a governmental entity? ____

b. Been suspended, cancelled or terminated for cause on any government contract? _____________

c. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? _________________________________

d. Entered into a formal monitoring agreement as a condition of a contract award? _____________

*** For each "yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

____

____

____

IV. Certifications/Licenses

a. Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license? _______________

*** If "yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

____
____
____

V. Legal Proceedings: Within the past five (5) years, has the business entity or affiliate:

a. Been the subject of a civil complaint? ____
b. Been the subject of a judgment or conviction for conduct constituting a crime? ________________
c. Received any OSHA citation and Notification of penalty containing a violation classified as serious or willful? ____
d. Had any New York State Labor Law violation deemed willful? _____________________________

VI. **Leadership Integrity:** Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation within New York State been subject to:

a. A sanction imposed relative to any business or professional permit and/or license? _____________
b. An investigation, whether open or closed, by any governmental entity for a civil or criminal violation for any business-related conduct? ____
c. A conviction or judgment of any business-related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?
____

d. Misdemeanor or felony conviction for:

I. Any business-related activity, including, but not limited to, fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or

II. Any crime, whether or not business related, the underlying conduct of which related to truthfulness, including, but not limited to the filing of false documents or false sworn statements, perjury or larceny?

____

____

____

____

Company Name | Date

____

Name of Bidder | Title

______________________________/______________/______________

Address | Telephone | Fax

____

Email

____

Signature of Bidder

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT C
FEE PROPOSAL SCHEDULE
THIS PAGE MUST ACCOMPANY PROPOSAL RESPONSE

Instructions: Please provide a cost estimate based on the schedule proposed as part of your response.

Example: Anticipated Budget

Category	**Item**	**Unit Cost**	**Quantity**	**Total Cost**
Staffing & Administration	Executive Director / Program Director	$____	____ hrs	$____
Staffing & Administration	Operations Manager / Facility Coordinator	$____	____ hrs	$____
Staffing & Administration	Program Coordinator(s)	$____	____ hrs	$____
Staffing & Administration	Administrative Support	$____	____ hrs	$____
Community Programming & Activation	Workshops & Events	$____	____	$____
Entrepreneurship & Business Incubation	Entrepreneur Support	$____	____	$____
Workforce & Skill Development	Training Programs	$____	____	$____
Partnerships & Community Engagement	Senior Activities	$____	____	$____
Marketing & Outreach	Marketing	$____	____	$____
Facility Operations	Supplies & Operations	$____	annual	$____
Program Materials & Curriculum	Materials & Curriculum	$____	annual	$____
Branding & Identity	Branding & Signage	$____	annual	$____
Data Collection & Reporting	Data & Reporting	$____	annual	$____
Contingency / Miscellaneous	Unanticipated program and operational costs	$____	annual	$____

- **Total Proposal Fee (not to exceed)**

  Fee (in words): ____

  Fee (in dollars): $____

STAFF COSTS: Hourly rates for all employees/positions that will be working on the aforementioned scope of work shall be provided. Invoices for all services billed shall include a breakdown of work performed and a listing of staff members with their titles, hourly rates and hours worked during the billing period.

Employee Title/Position	Employee Name	Hourly Rate
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

If Addenda issued by the City, this proposal includes addenda numbered: ___________________________

Signature of Individual Submitting Proposal:____

Name of Business: ____

Address of Business: ____

Telephone Number of Business:____

Email Address of Business:____

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT D
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

No Addendums Issued ____________

Addendum 1____________ Addendum 2 ____________

Addendum 3____________ Addendum 4 ____________

Addendum 5____________ Addendum 6 ____________

Addendum 7____________ Addendum 8 ____________

Addendum 9____________ Addendum 10 ____________

NAME OF ENTITY: ____

AUTHORIZED SIGNATURE: ____

PRINT NAME: ____

DATE: ____________________________________

EXHIBIT E
Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with
Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

____ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

____ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

____ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

____ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name (Legal Entity): ____

By (Signature): ____

Name: ____

Title: ____

Date: ____

Guidelines for Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with
Businesses Conducting Business in Russia

On March 17, 2022, Governor Kathy Hochul issued Executive Order No. 16, which states: "All Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." In addition, Executive Order No. 16 directs the Office of General Services ("OGS") to establish these guidelines for compliance with Executive Order No.16 by Affected State Entities.

On March 24, 2022, the United States, in coordination with the European Union and the Group of Seven (G-7), imposed sanctions on an additional 400 Russian individuals and entities. The federal sanctions include efforts to block moves by Russian entities and individuals to evade the sanctions imposed or to use international reserves.

While the federal sanctions seek to target specific entities and individuals within Russia, Executive Order No. 16 is intended to ensure that New York State is not entering into contracts with entities conducting business in Russia and thereby indirectly supporting Russia's unjustified war against the Ukrainian people.

I. Guidance

In order to comply with Executive Order No. 16, Affected State Entities must obtain a certification from bidders as part of a solicitation for a new contract or extension of an existing contract. Ideally, the certification will be among the documents that bidders must return with their bid. In the case of procurements that are currently in process, Affected State Entities should obtain the certification on or before the date the contract is signed by the awardee.

In addition, when an existing contract is being assigned to a new vendor, the Affected State Entity must obtain a certification from the new vendor as part of the process of consenting to the assignment of the contract. With respect to purchases (including mini-bids, RFQs, or task orders) from a centralized contract established by OGS, there is no need to request a certification from the vendor because OGS shall take responsibility for obtaining any necessary certifications from vendors on centralized contracts.

As used herein, the term "vendor" is intended to encompass bidders prior to contract award, contractors who have received a contract award, and contract assignees.

II. Certification

Affected State Entities shall use the certification form attached to these guidelines. The certification form asks whether the vendor is an "entity conducting business operations in Russia" and provides four possible responses, which are certified under penalties of perjury. In keeping with the language in the Executive Order, the question should be answered by and on behalf of the specific entity that is the counterparty to the contract with the Affected State Entity; the question is not intended to encompass the operations of affiliates of the entity.

The Affected State Entity should first confirm that the vendor is not on the federal sanctions list at https://sanctionssearch.ofac.treas.gov/. If the vendor is on the federal sanctions list, the Affected State Entity may not award the contract to the vendor. There is no waiver process.

As long as the vendor is not on the federal sanctions list, the Affected State Entity should review the vendor's completed certification. The certification form has four possible answers. Answer No. 1 is "No." Answers 2.a. and 2.b. are each a qualified "Yes." Answer No. 3 is an unqualified "Yes."

If the vendor checks Answer No. 1, the Affected State Entity may proceed with the contract award in the usual manner and must include the vendor's certification in the procurement record.

If the vendor checks Answer No. 3, the vendor should be disqualified from contract award unless there are good grounds to exempt the vendor from disqualification, as set forth below. If the Affected State Entity disqualifies a vendor based on the response on the certification, the vendor should be advised that it will not be awarded the contract because it has failed to meet necessary qualifications required by Executive Order No. 16. The certification and the non-award letter must be included in the procurement record.

If the vendor checks Answers No. 2.a. or 2.b., the Affected State Entity should carefully review the materials provided by the vendor that explain how the vendor's operations in Russia are limited. The Affected State Entity's review may prompt follow-up questions, and the vendor should be given a reasonable opportunity to respond to such questions or provide additional materials.

If after careful review, the Affected State Entity determines that the vendor has made good faith efforts to limit its business operations in Russia to the extent practicable, and determines that any remaining operations are not contributing in any significant way to the unjustified war in Ukraine by Russia, then the Affected State Entity may proceed with the contract award in the usual manner. The Affected State Entity's written determination, together with the vendor's certification and the related materials provided by the vendor, must be included in the procurement record.

On the other hand, if the Affected State Entity determines that the vendor's remaining operations in Russia are contributing to the unjustified war in Ukraine by Russia, the vendor should be disqualified from contract award unless there are good grounds to exempt the vendor from disqualification, as set forth below. If the vendor is disqualified, the vendor should be advised that it will not be awarded the contract because it has failed to meet necessary qualifications required by Executive Order No. 16. The Affected State Entity's written determination, together with the vendor's certification and the related materials provided by the vendor, must be included in the procurement record.

III. Exemptions

Pursuant to Executive Order No. 16 "an Affected State Entity may contract with an entity conducting business operations in Russia provided that the head of the Affected State Entity makes a determination in writing that the investment or contract is necessary for the Affected State Entity to perform its functions and that no suitable investment or contractual alternative exists." 3

If an Affected State Entity believes an exemption is warranted, it must prepare a written determination that includes, at a minimum, the following: (1) a detailed explanation as to why the contract or investment with the particular entity is necessary for the Affected State Entity to perform its critical functions and (2) an explanation that there are no suitable alternatives to the contract or investment, which should describe what alternatives were considered and why the alternatives were not suitable. Other factors affecting the decision to grant an exemption may also be included.

In addition, if the vendor has checked Answers No. 2.a. or 2.b., the Affected State Entity may want to take account of the facts provided by the vendor to further support the exemption.

Finally, the written determination of an exemption must be signed by the head of the Affected State Entity or a person designated to act in the place of the head of the Affected State Entity. Both the vendor's certification and the written determination must be included in the procurement record.

Center for Justice Innovation

520 Eighth Avenue
New York, NY 10018
p. 646.386.3100
f. 212.397.0985

Courtney Bryan. Chief Executive Officer

innovatingjustice.org

May 11, 2026

Ivonne Droese-Solomon
Department of Finance, Office of Purchasing
City of New Rochelle City Hall
515 North Avenue
New Rochelle, NY 10801

Dear Ms. Solomon:

On behalf of Justice Innovation Inc. dba Center for Justice Innovation (Center), I am pleased to submit this proposal in response to the City of New Rochelle's RFP-DV-2026-011: 11 Garden Street Community Space Operator. This letter confirms this proposal is binding for 90 days from the submission deadline for proposals.

Founded in 1996 under New York State law, the Center is a 501(c)(3) nonprofit organization (Tax ID #: 85-2810883) that builds safety and racial justice, in partnership with communities, legal systems and the people most impacted. As a community justice organization with 30 years in business and a total of 874 employees, the Center collaboratively builds community justice through court- and community-based programming, as well as research and expert assistance, meeting real needs as the people on the ground have identified them; enhancing community capacity, infrastructure, and resources; and ensuring local voices have a seat at the table where decisions that affect them are made. In New Rochelle, the Center's New Rochelle Community Justice Center aims to strengthen outcomes for New Rochelle youth and emerging adults by investing in community-led safety, youth opportunity, and systems-level innovation.

In alignment with the City of New Rochelle's existing efforts to provide residents with new community spaces, reduce barriers to opportunity, and create inclusive pathways for

**Activating ideas.
Strengthening communities.**

residents to participate in and benefit from New Rochelle's continued growth, the Center proposes to operate and program the Community Space at 11 Garden Street.

Drawing on its long, successful history of planning and operating community justice centers across New York City – in Red Hook and Brownsville, Brooklyn, the South Bronx, and Midtown Manhattan – the Center is well-equipped to plan and operate the 11 Garden Community Space as a connective platform in New Rochelle. Utilizing its Community Justice Center model, which features individual and community healing; community-based alternatives to justice involvement; increased economic mobility; and the transformation of underinvested public spaces, the Center proposes a two-phased approach to operating this space. The first phase would prioritize planning, while the second phase (informed by the results of the planning phase) would include full-scale space activation.

If you have any questions about the Center's proposal or need any additional information, please do not hesitate to reach out to the primary contact associated with this proposal, the Center's Senior Director of Development Strategy, Peter Napoli (917-561-4737, napolip@innovatingjustice.org).

Thank you for your consideration.

Sincerely,

Matthew Savago
Chief Financial Officer
savagom@innovatingjustice.org

b) Staff Experience

The following key staff will lead the proposed effort for Phases One and Two:

Chief Strategic Growth Officer, James Brodick: Mr. Brodick will be responsible for the overall success of the proposed community justice model. Mr. Brodick will also lead planning efforts – which include capital fundraising, community engagement and learning, work plan development, and budget development.

Senior Planner, Joshua Stillman: Mr. Stillman will be responsible for supporting the strategic planning and implementation of the community justice model. He will lead day-to-day planning and operations of the Phase One planning process.

Deputy Director, Real Estate Operations, Edwin Oquendo: Mr. Oquendo will oversee the day-to-day logistics regarding the planning of the build out of the physical space at 11 Garden Street.

Project Director, New Rochelle Community Justice Center, Amanda Nathan: Ms. Nathan will be responsible for the day-to-day operation of the New Rochelle Community Justice Center, including staff, programing, and day-to-day fiscal management. As part of the planning and transition process, Ms. Nathan will handle communications and liaise with existing partners and participants during to ensure continuity during transition.

Proposed Partners

For the proposed effort, the Center plans to partner with the following organizations:

Monroe University, *Anchor Partner*: Monroe University has committed to collaborating during all phases, where appropriate, with fundraising, programming, and community relations.

CHOICE of NY: CHOICE is an innovative social services organization that assists consumers of mental health services in receiving the vital benefits to which they are entitled. CHOICE will assist in proposed operation efforts in conjunction with the Opportunity Youth Part. Following implementation, CHOICE will provide case management services in any new programming that requires such services.

The Guidance Center: The Guidance Center offers lasting, essential support to those challenged by mental illness, substance use, poverty, and homelessness. The Guidance Center will assist in proposed activation efforts where appropriate. Following implementation, the Guidance Center will provide programming and wraparound services for participants facing extreme poverty, as well as those with mental health or substance use challenges.

c) Project Approach/Requirements & Capabilities

I. Introduction

The Center for Justice Innovation (Center) is a nonprofit organization with more than 25 years of experience building community-centered justice programs across New York City and beyond. The Center operates at the intersection of public safety, community healing, and economic opportunity, developing and operating initiatives that reduce harm, build trust, and create meaningful pathways for historically underserved individuals and communities.

The Center's approach is grounded in its fundamental belief that lasting public safety is not achieved by enforcement alone, but through investment in people, communities, and the institutions that connect them. From the Red Hook Community Justice Center to the Brownsville Community Justice Center, the Center has built and operated some of the most recognized community justice programs in the country. These local hubs help underserved residents access resources and opportunities for personal development, discuss local issues and traumatic events, build skills, experience community connection and joy, and participate in decision-making around key issues in their communities.

The Center now proposes to replicate this approach in New Rochelle by becoming the community space operator at 11 Garden Street. The New Rochelle Community Justice Center (NRCJC) is the next expression of the Center's proven model. Currently operating on a temporary basis out of the New Rochelle train station, the NRCJC has already completed the foundational work of building relationships and laying the groundwork for a full-scale, community-driven justice center. Establishing a permanent home would allow the Center to do what it does best – connect people, providers, and systems to increase safety and wellbeing in the community – at an incredible value for the city.

A smaller upfront investment in a fluid transition from the train station to 11 Garden Street would allow NRCJC to hit the ground running with existing programming while planning for fundraising efforts, program expansion, and full-scale space activation. NRCJC asks for the following:

Phase One: $85,000, covering a single strategic planner to manage the transition of existing operations into 11 Garden Street's first floor with no new hires and no new programs.

Phase Two: $175,000, sustaining that planner plus $90,000 for current NRCJC program support and fundraising efforts.

Phase Three: (proposed) $250,000, supplementing NRCJC full-time staff while continuing to support a small percentage of program operations and fundraising efforts.

By committing to Phase One and Two investments, the city receives a fully functioning, proven community justice center that has already served nearly 300 New Rochelle residents, a strengthened and expanded court partnership, a participant-to-mentor pipeline that is already producing results, and the organizational infrastructure of a 30-year institution behind all of it. The value proposition is straightforward: the programs already exist, the community already trusts them, and the only thing standing between where NRCJC is and what it can become is a permanent address.

II. The Value of the New Rochelle Community Justice Center

Over three years of operation from 2023 to 2026, NRCJC has served 288 participants across its programming portfolio, reaching New Rochelle's highest-need emerging adults through a combination of court-mandated and voluntary interventions. In the most recent reporting year alone, NRCJC served 135 individuals. The current growth and success stems from strong organizational relationships, quality programming, and the buy-in of the New Rochelle court system, a network of community-based partners, and the participants themselves. However, without a permanent space for the NRCJC these programs will not be able to expand and continue their success.

At the center of NRCJC's work is the Opportunity Youth Part (OYP), a specialized court-based program for emerging adults ages 16 to 24 facing misdemeanor or felony charges. NRCJC serves as OYP's central operations hub, coordinating across the court, case managers, service providers, and participants to keep the program running with success. Judge Jared Rice, OYP's presiding judge, identified that without permanent space for the NRCJC, mandating OYP participants into NRCJC programming will become increasingly difficult. This feedback led to NRCJC securing temporary operating space in the New Rochelle train station. Although this allowed OYP to mandate programming through NRCJC, the space is limited in size and flexibility, capping the amount of quality and type of programming. Allowing the NRCJC to move into 11 Garden Street is an investment in the continued functioning and expansion of New Rochelle's innovative court-based interventions, one that already draws participation from judges, elected officials, the Westchester County District Attorney, New Rochelle's Police Commissioner, and more than 35 stakeholder organizations. This transition will lead to two important outcomes:

1. Continued operation and expansion of OYP; and
2. Expansion of NRCJC's other programming, with the opportunity for further innovation and collaboration to increase NRCJC's value to New Rochelle.

NRCJC, supported by the New York Division of Criminal Justice Services, enhanced OYP programming by coordinating with community-based organizations, the court, and participants to provide events and incentives. Serving as OYP's central operations hub, NRCJC helped OYP flourish into one of the state's most innovative and rehabilitative court-based interventions, serving more than 60 participants each year. As part of this work, NRCJC partners with CHOICE of NY, primary case managers for OYP, and a wide range of other community-based service providers, such as The Guidance Center, to ensure participants receive the services they need to graduate OYP.

From its early work in support of OYP, NRCJC expanded its offerings, implementing comprehensive programming to promote wellbeing, justice, and safety for young people in New Rochelle. For example, NRCJC launched a gun-violence intervention program for emerging adults, offering credible mentoring, peer counseling, community advocacy, and violence diversion through cohort-based workshops and referrals to workforce readiness, education, and post-secondary services.

On top of the increased value for New Rochelle with OYP programming finding a permanent space at 11 Garden St, NRCJC's other programming could expand and flourish. The following are some of the programs NRCJC could operate on the first day of 11 Garden Street activation with a description of the value already being brought to New Rochelle:

- **DREAM Keepers** is a leadership development workshop focused on communication, wellness, and self-determination, with participants completing an average of nearly ten sessions and culminating in a participant-planned community event.
- **DREAM to Work** places participants in eight-week paid internships at local businesses, with 10 of 18 participants completing the program this year, contributing to what NRCJC calls its Community Champions framework: a deliberate strategy to connect emerging adults to older New Rochelle community members and local businesses as mentors, employers, and civic anchors. These initiatives save the city time and resources by providing at-risk emerging adults with opportunity and security.
- **Peer Power** is an emerging adult peer leadership series that feeds directly into NRCJC's Emerging Mentor track, a near-peer mentorship model developed in response to Judge Rice's 360-Degree Mentoring framework for OYP. Peer Power participants who demonstrate leadership are selected for paid internships as co-facilitators of future cohorts, creating a self-reinforcing pipeline from participant to mentor to program contributor while increasing fiscal power among New Rochelle youth.
- **Thursday Connect** is a weekly prosocial gathering that gives OYP participants a consistent, welcoming touchpoint after court appearances, combining a hot meal and entertainment with structured staff engagement, improving food security in New Rochelle. In the most recent year, 32 mandated participants completed Thursday Connect, with a 100 percent completion rate.
- **The Youth Justice and Equity Program** (YJEP) a school-based violence intervention program in partnership with the City School District of New Rochelle and CHOICE of New York, providing case management, group workshops, and advisory board programming for at-risk high school students. YJEP currently enrolls 35 high school students who now receive intensive interventions, potentially saving the city from the

criminal legal system expenses otherwise necessary to respond to any violent or disruptive acts.

- NRCJC also partnered with the Good Wolf Project to deliver **Your Brain, Your Life**, a 10-week neuroscience-based life skills series for OYP participants and community members, with successful completions among both mandated and voluntary participants in its first cohort.

All of this is happening without a permanent home. Programming is constrained by the availability of auxiliary spaces that are too small and too inconsistently available to support growth. Judge Rice's participation is capped. DREAM Keepers had to pause. Internship capacity is limited. Without permanent space, the city may be forced to interact with these potential participants through the criminal justice system, costing valuable time and resources for the city. These programs can continue and expand with the small upfront investment in a strategic planner to help transition NRCJC across the street into 11 Garden.

III. The Community Justice Center Model

Three decades ago, the Center developed the Community Justice Center model and has continued to refine this model as new justice centers open.

At its core, the community justice center model addresses four interconnected challenges: individual and community healing; community-based alternatives to justice involvement; increased economic mobility; and the transformation of underinvested public spaces. The results of this approach speak for themselves. For instance, since opening in 2022, the Centers' Bronx Community Justice Center has engaged 300 youth impacted by community violence and the criminal legal system in paid internships and positive programming, supported 85 individuals in obtaining professional credentials, provided credible mentorship to more than 100 young people, delivered alternatives to detention and incarceration for more than 60 youth, executed more than 60 community placemaking events; and invested $350,000 directly into the community through paid youth internships.

The New Rochelle Community Justice Center (NRCJC) will apply this same rigor and commitment to community ownership. The Center will not simply import the South Bronx model to New Rochelle; instead, every decision about programming, partnerships, and space design will emerge from the New Rochelle community itself – which is precisely why the planning phase described in this proposal is so critical.

IV. Phase One — Transition to 11 Garden Street: $85,000

Phase One will span the amount of time required to build out the first portion, likely the first floor, of 11 Garden Street until NRCJC can move its current operations and programs into the new space. This phase will only require partial funding of an already hired strategic planner, who will serve as the connector between NRCJC and the Center with the City of New Rochelle as all parties plan the build out and activation of 11 Garden Street Funding for the planner includes access to the Center's robust support staff and subject-matter expertise to ensure a smooth transition for NRCJC into 11 Garden Street This support includes the Center's Data Analytics and Applied Research department (DAAR): a team of PhD and Master-level analysts specializing in both qualitative and quantitative methods of evaluation. DAAR is responsible for the Center's robust evaluation processes, which span the implementation of previous community justice centers, grant reporting, and program evaluation. The Center is committed to an "action-research" model in which dedicated researchers and data specialists work closely with all program staff to provide regular, data-driven analyses and insights. Accordingly, DAAR designs and manages any customized data collection tools and systems for programs, provides training to staff on data collection and entry protocols, provides ongoing data support, and manages any evaluation and reporting activities.

Phase One deliverables will include:

- An annual work plan and programming calendar;
- A staffing plan and operating schedule;
- A capital campaign and fundraising strategy;
- Curriculum and program outlines for key programming areas;
- A marketing and outreach plan; and

All deliverables will be developed collaboratively with the city and will serve as the foundation for a smooth, well-resourced transition to space activation.

V. Phase Two — Space Activation: $175,000

Phase Two begins when NRCJC moves its current operations into the built-out space at 11 Garden Street and launches its existing programming in a permanent home for the first time. This phase will be funded by the same partial allocation for the strategic planner from Phase One, now joined by $90,000 in program support for active programming and also support new fundraising efforts. No new hires are required. Phase Two is built entirely on NRCJC's existing team and existing programs, now operating from a dedicated, purpose-built space.

The move to 11 Garden Street immediately unlocks programming capacity that has been constrained by the lack of a permanent home. OYP, DREAM Keepers, Peer Power, Thursday Connect, DREAM to Work, and associated initiatives will launch or expand in the new space. Judge Rice has indicated that a permanent location will allow him to increase mandatory referrals to NRCJC programming, meaning Phase Two activation will directly grow the population of court-involved emerging adults receiving services. In parallel, NRCJC will develop new programming partnerships with community-based organizations capable of delivering in-kind services, explore revenue-generating opportunities with existing youth justice ecosystem partners, and begin executing the fundraising strategy developed during Phase One to support both current operations and future space expansion.

As in Phase One, NRCJC will have access to the Center's Data Analytics and Applied Research department (DAAR) throughout Phase Two. DAAR will implement the data infrastructure and tracking protocols developed during Phase One, begin collecting program outcome data, and conduct rapid-cycle evaluations to assess which programming is working and where adjustments are needed. This ongoing evaluation will directly inform Phase Three planning.

Phase Two deliverables will include:

- Program, staffing, and operations schedules;
- Program evaluations for all active initiatives;
- Updated fundraising and capital campaign strategy; and
- A build out plan for full-space activation

VI. Phase Three — Full-Space Activation and Fundraising: $250,000 (proposed)

Phase Three represents the full realization of the NRCJC's vision for 11 Garden Street: a space operating six to seven days a week, serving residents of all ages, and anchored by a programming model that has been tested, evaluated, and refined through Phases One and Two. Budget and staffing for this phase will be determined in consultation with the City of New Rochelle based on the outcomes, lessons, and fundraising progress of Phase Two. $250,000 is a baseline proposal to support that staffing of NRCJC, with fundraising and capital secured during Phase Two supporting the rest of NRCJC's operations.

Phase Three will build out and activate the rest of 11 Garden Street according to a programming menu developed in response to what the community has demonstrated it needs. Staff lines will expand as required to support the broader scope of space operations and services. New programming will be developed internally, in partnership with Monroe University, and in collaboration with additional community partners identified through the Phase One and Two ecosystem-building process. The Center is committed to entering this phase without a predetermined programming model, responding to what the data and the community tell us rather than what is easiest to deliver.

The Center's fundraising strategy, initiated in Phase One and actively updated and executed throughout Phase Two, will continue in Phase Three, pursuing federal, state, foundation, and private sector investment to sustain operations and fund build-out costs. In the Center's experience, community justice centers at full activation tend to generate approximately three dollars in community and economic value for every one dollar invested in establishing the space.

Phase Three deliverables could include:

- A full build-out and activation plan
- Program evaluations for all active initiatives
- An updated sustainability and fundraising strategy; and

- An annual report on community impact across all programming areas

VII. Facility Operations and Management

The Center's Facilities team currently manages more than a dozen operating sites across the state and will lead efforts to ensure NRCJC effectively manages day-to-day operations at 11 Garden Street. At every Community Justice Center, the Center's team maintains a welcoming, accessible, and safe environment; coordinates scheduling across multiple programs, partners, and audiences; enforces clear and fair policies around space use, safety, and conduct; and ensures the space is clean and well-maintained on a daily basis.

The NRCJC will be an accessible space for every lifestyle and schedule, from working families and busy students to senior citizens who are most active during the day. Hours of operation will be proposed in detail during Phase One, in consultation with the community and the city, to ensure they reflect actual patterns of need. The Center is committed to providing essential evening and weekend programming to broad communities.

VIII. The Monroe University Partnership

Monroe University is a New Rochelle institution serving thousands of students from the surrounding community with faculty who have spent years engaged in the civic, justice, and health landscape of this city. Through an anchor partnership with Monroe University, NRCJC will utilize both the school's community connections vast array of programming options through the university's many departments and certification programs during full-scale implementation down the road.

The breadth of Monroe University's academic programs creates an extraordinary menu of potential services and educational pathways that NRCJC can offer to New Rochelle residents directly from 11 Garden Street. These include, but are not limited to:

- **Justice and Social Services:** Criminal justice, human services, and Credentialed Alcoholism and Substance Abuse Counselor (CASAC) certification programs, creating pathways into the workforce in the fields of law enforcement, social services, and substance abuse counseling.
- **Culinary and Food Entrepreneurship:** Culinary arts and baking and pastry programs, directly activating the commercial kitchen in the space, supporting food-based entrepreneurs, and offering credentialed training in culinary trades.
- **Health and Wellness:** Community health and wellness, exercise science, and public health programs, delivering accessible health education, wellness programming, and community health practicum experiences.

- **Technology and Cybersecurity:** Computer networks and cybersecurity and computer information systems programs, equipping youth and adults with in-demand technology credentials.
- **Entertainment Media and Digital Arts:** The entertainment media program, featuring Emmy-nominated faculty, offering youth hands-on training in podcast production, cinematography, social media storytelling, and digital media careers.
- **Access to Justice:** Paralegal studies, legal research, and the Legal Hand model, providing free legal information to residents navigating housing, family, immigration, and other civil matters.
- **Education:** Early childhood and childhood education programs, supporting family engagement, youth literacy, and educational enrichment, with the possibility of operating early childhood schooling options for residents of 11 Garden Street.

The Center's partnership with Monroe University creates a genuine public-private-academic partnership central to the City's vision for the 11 Garden Street space. Monroe University brings institutional credibility, faculty expertise, student engagement capacity, and a demonstrated commitment to applied, community-facing education. The Center brings operational infrastructure, systems expertise, relationships with justice-involved and at-risk populations, and the proven track record of running high-impact, community-centered programs in neighborhoods in need of increased community safety.

IX. Organizational Capacity and Qualifications

The Center meets and exceeds the minimum qualification requirements outlined by the City of New Rochelle. The Center has been in operation for 30 years, with a sustained record of developing and operating community-based justice programs in New York. The Center has managed public contracts with the New York City Council, the New York City Mayor's Office, and other municipal and state entities, and has served as a partner in programs funded by federal agencies, including the Department of Justice. The Center has planned, built, funded, and operated Community Justice Centers across New York City – in Red Hook and Brownsville, Brooklyn, the South Bronx, and Far Rockaway, Queens. The Center also maintains robust organizational infrastructure, including financial management systems, data collection and evaluation capacity, human resources and compliance functions, and communications and marketing capabilities.

The Monroe University partnership further strengthens the Center's qualifications. Monroe University's New Rochelle campus has operated for decades, serving a student body deeply connected to the surrounding community with faculty experts in the programmatic areas prioritized in the City of New Rochelle's request. Monroe University's School of Criminal and Social Justice, School of Allied Health Professions, School of Hospitality Management and the

Culinary Institute of New York, and School of Information Technology all have direct program relevance and opportunity for the 11 Garden Street space.

X. Conclusion

With a permanent home at 11 Garden Street, the Center for Justice Innovation's New Rochelle Community Justice Center can expand access to opportunity, strengthen community well-being, and build long-term pathways to education, employment, entrepreneurship, and stability in New Rochelle as an innovation and opportunity hub.

Building on more than five years of success through the Opportunity Youth Part (OYP), Family Court partnerships, Probation collaboration, and a growing ecosystem of youth and community-based initiatives, this effort moves NRCJC from a strong programming facilitator to a permanent, place-based infrastructure in service of the New Rochelle community.

By enacting a three-phase approach, consistent with its previous community justice centers, the Center's proposal relies on a proven model of using informed planning to deliver action to 11 Garden Street that is responsive to New Rochelle's needs identified by the city and NRCJC's current operations. With its anchor partner Monroe University, the Center looks forward to leveraging its three decades of experience building community justice centers to serve hundreds of residents – young and old – annually, expand access to education and employment, support entrepreneurship and economic growth, strengthen community cohesion, and reduce and prevent system-involvement.

d) Work Samples

As noted above, the Center pioneered the Community Justice Center model. Below are examples of how this model has been put into action in various locations across New York City.

Bronx Community Justice Center: The Bronx Community Justice Center (Justice Center), located at 630 Jackson Avenue in the South Bronx (a previously underutilized public building), works to advance community safety, youth opportunity, neighborhood investment, economic mobility, and community healing in one of New York City's most underserved areas.

The Justice Center's community safety work is anchored by a replication of the evidence-based Cure Violence model, a gun violence prevention program that deploys credible messengers from the community to conduct street outreach, de-escalate conflicts, mentor those most at risk of violence, and respond when shootings occur through communal healing and crisis intervention. A hospital response component extends this work directly into emergency rooms, providing crisis support and working to prevent retaliation in the immediate aftermath of violent incidents. For youth facing the most serious justice involvement, the Justice Center offers a meaningful alternative to incarceration for young people charged with gun-related and other felony offenses, using a transformative, healing-centered model that encourages accountability, community contribution, and individual healing for youth who have often experienced significant trauma themselves.

Building on its violence prevention efforts, the Justice Center features a wide range of youth focused programming. These efforts are built around paid, interest-based internships spanning boxing, music production, digital media and design, documentary filmmaking, and urban planning, each strand of programming culminating in a youth-led community event. The Justice Center also features gender-responsive programming that addresses the unique needs of young women and men. The Justice Center also provides on-site high school equivalency programming, giving participants a pathway to their diploma integrated directly with workforce and youth development activities.

To further economic mobility, the Justice Center also offers OSHA and security certifications, driver training, and a youth entrepreneurship program that guides participants from side hustle to viable business venture. As part of this work, participants have access music production equipment, a wood shop, and a direct-to-transfer printing machine.

The Justice Center also engages residents of local New York City Housing Authority (NYCHA) public housing developments in assessing local needs, developing action plans, and implementing tangible improvements to public spaces. Woven through all of it is a community healing framework that includes individual and group counseling, peer-based wellness groups, and leadership retreats that combine rites of passage, healing activities. Each year the Justice Center reaches more than 300 community members through its programming and thousands more through community events.

*Brownsville Community Justice Cente*r: The Brownsville Community Justice Center (BCJC), located at 50 Belmont Avenue in Brooklyn, is one of The Center's flagship community-based justice programs. Rather than operating as a courthouse or formal justice institution, the BCJC functions as a neighborhood hub organized around three pillars: alternatives to incarceration, youth development, and the reimagining of public space.

Each year, the BCJC reaches hundreds of community members. As part of its alternative to incarceration programming, a team of social workers and case managers works with the courts to provide restorative, community-based sentencing options in place of traditional punishment, including psychoeducational group sessions, community restitution, and intensive clinical interventions tailored to each person's needs. BCJC also offers youth and young adults, ages 15 to 24, facing criminal charges pathways toward education and empowerment through a transformative justice model. Complementing this is a peer-facilitated peacemaking program that draws on restorative circle practices, serving youth ages 10 to 18 referred by local institutions for offenses ranging from assault to truancy.

Youth development programming at the BCJC is built around the interests and identities of Brownsville's young people, with opportunities spanning music production, digital media, fashion, and technology. For example, BCJC offers a six-month leadership and social-emotional learning program for young men, as well as a youth leadership council that brings together young people from 10 NYCHA developments for a year-long internship in public policy, healing justice, and placemaking.

Beyond programming, the BCJC has led sustained investment in the physical fabric of the Brownsville neighborhood itself, partnering with residents and city agencies to transform neglected public spaces into active community assets. For instance, Belmont Avenue, once a corridor marked by vacancy and disorder, has been revitalized through a series of Open Streets activations, street festivals, and permanent plaza improvements planned and implemented in collaboration with local residents and youth. Taken together, the BCJC demonstrates what the Center has long believed: that lasting public safety is built through investment in people and places, not through enforcement alone.

Red Hook Community Justice Center: When the Red Hook Community Justice Center (Red Hook) launched two decades ago it was the most innovative community court model in the country. Building off the success of the Center's Midtown Community Court, the nation's first community court model, Red Hook coupled the transformative court-based approach with community development programming to improve the lives of both court participants and community members.

Through its range of court- and community-based services, Red Hook serves more than 3,000 residents each year. As part of its menu of services, Red Hook currently features a housing justice center, which, through educational workshops and advocacy, helps residents maintain safe, affordable housing. The Justice Center also offers workforce readiness programming for justice-involved or system-impacted young people, which serves up to 120 participants each year. Red Hook also houses a range of other youth programs, including arts-based offerings (a long-running photography program) as well as sports-based programming (a recently launched basketball program).

A study conducted by the National Center for State Courts, highlighted the success of Red Hook's approach, proving that it is indeed possible to reduce the use of incarceration while making our communities safer – all while improving public trust in justice.[1] The study compared outcomes for Red Hook defendants to defendants with comparable charges who went through the

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[1] Lee, C.G., F. Cheesman, D. Rottman, R. Swaner, S. Lambson, M. Rempel & R. Curtis (2013) A Community Court Grows in Brooklyn: A Comprehensive Evaluation of the Red Hook Community Justice Center. Williamsburg VA: National Center for State Courts.

downtown Brooklyn courthouse. The study found that the Justice Center reduced the use of jail by 35 percent, as compared to the downtown court, and that Red Hook had reduced recidivism for adult defendants by 10 percent and for juveniles by 20 percent. Further analysis indicated that these differences were sustained well beyond the primary two-year follow-up period. These outcomes also reflected a notable cost savings: after factoring the upfront costs of operating Red Hook, savings outweighed program costs by a factor of nearly two to one.

Finally, based on interviews with residents, community leaders, and defendants, the evaluation found that the Justice Center is perceived not as an outpost of city government, but as a homegrown community institution.

Queens Community Justice Center – The Rockaways: Launched in 2023, The Queens Community Justice Center – the Rockaways (Justice Center) works with people both in and outside the justice system, providing a range of supportive services and opportunities for civic engagement for people of all ages. For justice-involved residents, the Justice Center's holistic approach seeks to prevent the negative consequences that often accompany contact with the criminal legal system while addressing their needs in order to prevent future system involvement.

With a focus on cultivating healing and resilience, the Community Justice Center works to create a safe and strong community with new responses to crime, community-led public design, violence prevention, economic development, and youth opportunity. Each year, the Justice Center serves nearly 600 community members through programming (and thousands more through community events) that currently includes mentoring for young adults (ages 16-24); engagement of residents in the neighborhood's public housing developments, arts-based youth programming (currently focused on documentary filmmaking); entrepreneurship and economic mobility programming; civic engagement programming; and gender-based programming.

e) References

Hon. Jared R. Rice, City Court Judge, New Rochelle City Court
914-358-8033; jrrice@nycourts.gov

Jamillah Blair, VP of Community Relations and Program Development CHOICE of NY
914-576-0173; jblair@choiceofny.org

Renita Francois, Deputy Mayor for Community Safety
646-464-4391; Refrancois@cityhall.nyc.gov

Darcel Clark, Bronx County District Attorney
718-838-7299; clarkda@bronxda.nyc.gov

Kerry Chicon, Chief, Strategic Innovations Division, Office of the Bronx County District Attorney

718-664-2298, 929-303-4099; chiconke@bronxda.nyc.gov

Valerie Cadet Simpkins, Assistant Principal, New Rochelle High School
914-576-4541; vcadetsimpkins@nredlearn.org

f) Timeline

Phase Key: Phase 1 (Transition and Planning): Award date through space activation, approximately 9 months. Phase 2 (Space Activation, First Floor): Space activation date through activation + 12 months. Phase 3 (Full Activation): Second-floor activation; timeline TBD based on capital campaign and city buildout schedule, thus not included in timeline below.

Scope of Work

1. Facility Operations and Management

- Develop and document all policies related to space use, safety, access, and conduct.
  - **Phase 1** *Award date through space activation (~9 months)*
- Establish scheduling and space coordination systems and protocols.
  - **Phase 1** *Award date through space activation (~9 months)*
- Identify and onboard facility management staff.
  - **Phase 1** *Award date through space activation (~9 months)*
- Conduct an assessment of daily operational needs in preparation for full occupancy.
  - **Phase 1** *Award date through space activation (~9 months)*
- Manage day-to-day operations of the Community Incubator Space, including scheduling, space coordination, and general oversight.
  - **Phase 2** *Space activation through activation + 12 months*
- Ensure the space is maintained as a welcoming, accessible, and professional environment for all users.
  - **Phase 2** *Space activation through activation + 12 months*
- Coordinate usage across multiple program types, partners, and audiences to maximize daily and weekly utilization.
  - **Phase 2** *Space activation through activation + 12 months*

- Enforce all policies related to space use, safety, access, and conduct.
  - **Phase 2** *Space activation through activation + 12 months*
- Perform daily cleaning and trash disposal of the space.
  - **Phase 2** *Space activation through activation + 12 months*

2. Community Programming and Activation

- Conduct community needs assessment to identify programming priorities and gaps.
  - **Phase 1** *Award date through space activation (~9 months)*
- Map existing programming offered by New Rochelle community-based organizations to avoid duplication.
  - **Phase 1** *Award date through space activation (~9 months)*
- Draft a year-round programming calendar in response to community engagement findings.
  - **Phase 1** *Award date through space activation (~9 months)*
- Identify and formalize partnerships with Monroe University and community-based organizations for programming delivery.
  - **Phase 1** *Award date through space activation (~9 months)*
- Develop pilot and pop-up programming concepts to be tested at launch.
  - **Phase 1** *Award date through space activation (~9 months)*
- Design and deliver a diverse, year-round programming calendar reflecting community needs and City priorities.
  - **Phase 2** *Space activation through activation + 12 months*
- Offer programming supporting entrepreneurship and small business development, youth development and mentorship, arts and cultural expression, and health, wellness, and community support.
  - **Phase 2** *Space activation through activation + 12 months*
- Balance recurring programs with flexible, pop-up, and pilot initiatives that allow for experimentation and community-led ideas.
  - **Phase 2** *Space activation through activation + 12 months*
- Activate the space during evenings and weekends to ensure broad community access.

- **Phase 2** *Space activation through activation + 12 months*

3. Entrepreneurship and Business Incubation

- Assess demand and interest among New Rochelle residents for entrepreneurship and small business support programming.
    - **Phase 1** *Award date through space activation (~9 months)*
- Identify and engage Monroe University business and culinary faculty as programming partners.
    - **Phase 1** *Award date through space activation (~9 months)*
- Design framework for commercial kitchen access, food entrepreneur support, and pop-up retail programming.
    - **Phase 1** *Award date through space activation (~9 months)*
- Map City-led business support initiatives and establish coordination protocols.
    - **Phase 1** *Award date through space activation (~9 months)*
- Provide structured opportunities for aspiring and existing entrepreneurs to access resources, mentorship, and workspace.
    - **Phase 2** *Space activation through activation + 12 months*
- Support food-based entrepreneurs through programming and access related to the commercial kitchen.
    - **Phase 2** *Space activation through activation + 12 months*
- Facilitate pop-up retail, showcases, and demonstrations that allow entrepreneurs to test concepts and build customer relationships.
    - **Phase 2** *Space activation through activation + 12 months*
- Coordinate with City-led business support initiatives to create clear pathways for business growth.
    - **Phase 2** *Space activation through activation + 12 months*

4. Youth, Workforce, and Skill Development

- Engage youth-serving organizations and schools to identify workforce and skill development gaps.
    - **Phase 1** *Award date through space activation (~9 months)*

- Design paid internship and social enterprise framework in collaboration with Monroe University.
  - **Phase 1** *Award date through space activation (~9 months)*
- Identify workforce credentialing programs to be offered on-site, including OSHA, CASAC, culinary, paralegal, and technology certifications.
  - **Phase 1** *Award date through space activation (~9 months)*
- Establish employer partnerships for internship and employment pipeline development.
  - **Phase 1** *Award date through space activation (~9 months)*
- Deliver and host programs that support academic achievement, leadership development, career exploration, and workforce readiness.
  - **Phase 2** *Space activation through activation + 12 months*
- Offer paid, interest-based internships in technology, digital media, entrepreneurship, and the arts.
  - **Phase 2** *Space activation through activation + 12 months*
- Partner with schools, nonprofits, and workforce organizations to expand youth access to enrichment opportunities.
  - **Phase 2** *Space activation through activation + 12 months*
- Ensure programming is developmentally appropriate and inclusive across age groups.
  - **Phase 2** *Space activation through activation + 12 months*

5. Partnerships and Ecosystem Integration

- Formalize the Monroe University partnership through a memorandum of understanding.
  - **Phase 1** *Award date through space activation (~9 months)*
- Identify and engage New Rochelle community-based organization partners and subcontractors.
  - **Phase 1** *Award date through space activation (~9 months)*
- Map the City's broader economic development, cultural, and community initiatives to ensure programming alignment.
  - **Phase 1** *Award date through space activation (~9 months)*

- Establish protocols for the NRCJC to serve as a connector between residents and City resources.
  - **Phase 1** *Award date through space activation (~9 months)*
- Maintain active partnerships with local nonprofits, educators, artists, entrepreneurs, service providers, and institutions.
  - **Phase 2** *Space activation through activation + 12 months*
- Align programming with the City's broader economic development, cultural, and community initiatives on an ongoing basis.
  - **Phase 2** *Space activation through activation + 12 months*
- Serve as a connector between residents and City resources, programs, and opportunities.
  - **Phase 2** *Space activation through activation + 12 months*

6. Senior Programming and Engagement

- Conduct targeted outreach to senior-serving organizations and older adult residents to assess programming interests and needs.
  - **Phase 1** *Award date through space activation (~9 months)*
- Identify Monroe Allied Health and Community Health and Wellness faculty to support senior wellness programming.
  - **Phase 1** *Award date through space activation (~9 months)*
- Design intergenerational programming framework connecting seniors and youth participants.
  - **Phase 1** *Award date through space activation (~9 months)*
- Develop and deliver programming for senior residents that promotes social connection, lifelong learning, and health and wellness.
  - **Phase 2** *Space activation through activation + 12 months*
- Partner with senior-serving organizations and service providers to expand offerings and ensure accessibility.
  - **Phase 2** *Space activation through activation + 12 months*
- Create inclusive opportunities for seniors to participate as mentors, facilitators, and contributors to broader community programming, including intergenerational activities.
  - **Phase 2** *Space activation through activation + 12 months*

7. Community Engagement and Responsiveness

- Design and execute a formal community engagement process, including town halls, focus groups, and outreach to underrepresented populations.
  - **Phase 1** *Award date through space activation (~9 months)*
- Establish feedback mechanisms and participation tracking systems.
  - **Phase 1** *Award date through space activation (~9 months)*
- Use engagement findings to finalize the programming model and provide space design input to the City.
  - **Phase 1** *Award date through space activation (~9 months)*
- Actively solicit community input on an ongoing basis to inform programming priorities and space utilization.
  - **Phase 2** *Space activation through activation + 12 months*
- Provide opportunities for residents to lead, host, and co-create programming.
  - **Phase 2** *Space activation through activation + 12 months*
- Adapt programming in response to participation data, feedback, and emerging community needs.
  - **Phase 2** *Space activation through activation + 12 months*

8. Data Collection, Evaluation, and Reporting

- Design data collection systems for tracking participation, demographics, program outcomes, and utilization metrics.
  - **Phase 1** *Award date through space activation (~9 months)*
- Establish reporting templates and cadence in coordination with the City.
  - **Phase 1** *Award date through space activation (~9 months)*
- Engage Monroe faculty as applied research partners.
  - **Phase 1** *Award date through space activation (~9 months)*
- Track participation, demographics, program outcomes, and utilization metrics on an ongoing basis.
  - **Phase 2** *Space activation through activation + 12 months*
- Evaluate program effectiveness and community impact regularly.

- **Phase 2** *Space activation through activation + 12 months*

- Submit regular reports to the City documenting progress, challenges, and recommendations.

- **Phase 2** *Space activation through activation + 12 months*

Deliverables

1. Annual Work Plan and Programming Calendar

- Develop a comprehensive draft Annual Work Plan and Programming Calendar reflecting community engagement findings, Monroe University partnership programming, and subcontractor contributions, for City review and approval prior to Phase 2 launch.

- **Phase 1** *Award date through space activation (~9 months)*

- Provide and update the Annual Work Plan and Programming Calendar on a yearly basis, incorporating lessons learned and new community input.

- **Phase 2** *Space activation through activation + 12 months*

2. Community Engagement and Partnerships

- Submit a Community Engagement and Partnership Plan describing methods for incorporating resident input and naming concerted efforts and realistic partnerships with local, regional, and national organizations, artists, educators, and service providers.

- **Phase 1** *Award date through space activation (~9 months)*

- Maintain and update the Community Engagement and Partnership Plan annually, reflecting new and ongoing partnerships.

- **Phase 2** *Space activation through activation + 12 months*

3. Staffing Plan and Operating Schedule

- Develop a detailed staffing plan identifying all roles, coverage hours, and responsibilities needed for full activation, with a priority on hiring from within the New Rochelle community.

- **Phase 1** *Award date through space activation (~9 months)*

- Implement the staffing plan at full activation and update as needed to reflect programming growth.

- **Phase 2** *Space activation through activation + 12 months*

4. Curriculum and Training Materials

- In partnership with Monroe University faculty, develop structured outlines for workshops, small group sessions, and training programs, including topics, learning objectives, and delivery formats, with particular attention to the needs of MWBEs and small businesses.

◦ **Phase 1** *Award date through space activation (~9 months)*

- Refine and expand curriculum and training materials on an ongoing basis in response to participation data and community feedback.

◦ **Phase 2** *Space activation through activation + 12 months*

5. Program Materials

- Develop program outlines for key programming areas identified through community engagement, including youth programs, workforce training, and entrepreneurship-related activities.

◦ **Phase 1** *Award date through space activation (~9 months)*

- Maintain and update program materials on a regular cycle, ensuring they remain relevant and responsive to community needs.

◦ **Phase 2** *Space activation through activation + 12 months*

6. Marketing and Outreach

- Develop a Marketing and Outreach Plan incorporating grassroots engagement strategies, digital tools, and partnership channels to promote the space and attract a diverse participant base.

◦ **Phase 1** *Award date through space activation (~9 months)*

- Implement the Marketing and Outreach Plan and update it annually, expanding awareness of City programs and resources through the NRCJC platform.

◦ **Phase 2** *Space activation through activation + 12 months*

7. Branding and Identity

- Co-develop a Branding and Identity Plan with the City, including proposed naming, visual identity elements, signage concepts, and messaging, subject to City review and approval.

◦ **Phase 1** *Award date through space activation (~9 months)*

- Implement the approved branding and identity across all programming, marketing, and signage at full activation.
  - **Phase 2** *Space activation through activation + 12 months*

8. Budget and Financial Management Plan

- Create a transparent Phase 1 budget outlining anticipated expenses, revenue sources, and use of City-provided resources, and develop a full Phase 2 operational budget identifying all funding streams and financial management protocols.
  - **Phase 1** *Award date through space activation (~9 months)*
- Implement the Budget and Financial Management Plan and submit regular financial reports to the City demonstrating fiscal responsibility and sound resource management.
  - **Phase 2** *Space activation through activation + 12 months*

9. Sustainability and Growth Recommendations

- Begin developing a capital campaign strategy and multi-year fundraising plan in support of the approximately $3 million build-out, in active partnership with the City.
  - **Phase 1** *Award date through space activation (~9 months)*
- Produce an annual Sustainability and Growth Recommendations document synthesizing performance data, lessons learned, and market insights, offering guidance on funding opportunities, partnerships, and program enhancements to support the long-term sustainability and impact of the New Rochelle Community Justice Center.
  - **Phase 2** *Space activation through activation + 12 months*

g) Fee Proposal

Please see the attached budget proposal.

h) Has the firm been in bankruptcy, reorganization, or receivership in the last 5 years? If so, please explain the current status.

No, Justice Innovation Inc. has not been in bankruptcy, reorganization, or receivership in the last 5 years.

i) Has the firm/individual been disqualified or terminated from any public agency? If so, please explain under what circumstances this disqualification or termination occurred.

No, Justice Innovation Inc. has not been disqualified or terminated from any public agency.

j) Is the firm an "entity conducting business operations in Russia" pursuant to New York State Executive Order No. 16? Explain as necessary pursuant to E.O. No. 16 and attached Exhibit E.

No.

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT A

NON-COLLUSIVE BIDDING CERTIFICATE

All terms, conditions and requirements as set forth in this Request for Proposal are acceptable as specified therein.
Yes__X___No________

If **"NO"**, please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the Request for Proposal with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

A. the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and

B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

C. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the City of New Rochelle treasury is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal RFP-DV-2026-011 except as identified.

Company Name and Address Justice Innovation Inc.

520 Eighth Ave, 18th Floor, New York, NY 10018

Signature 5/14/26
Date

Matthew Savago, Chief Financial Officer
Name & Title

646-386-3100
Phone Number

funding@innovatingjustice.org
Email Address

212-397-0985
Fax Number

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT B

VENDOR RESPONSIBILITY FORM
STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies that the respondent (i) has read and understands and accepts the scope and requirements of this project and all of the attachments; (ii) has the capacity to execute this project; (iii) agrees to accept payment in accordance with the requirements of this Proposal and the standard construction services contract, and (iv) will, if its proposal is accepted, enter into a standard agreement with the City of New Rochelle.

The undersigned further stipulates that the information in this proposal is, to the best of knowledge and belief, true and accurate.

Justice Innovation Inc.
Name of Firm/Consultant

By: ______________________ 5/14/26
Signature of Partner or Corporate Officer — Date

Matthew Savago
Print Name

Chief Financial Officer
Title

646-386-3100
Telephone / Fax #'s

85-2810883
EIN #

520 Eighth Ave, 18th Floor, New York, NY 10018
Address

funding@innovatingjustice.org
E-mail address

innovatingjustice.org
Website / URL

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT B
VENDOR RESPONSIBILITY QUESTIONAIRRE

Legal Name of Business:	Justice Innovation Inc.
EIN:	85-2810883
Address of the Principal Place of Business/Exec. Office:	520 8th Avenue Fl. 18 New York, NY 10018
NYS Vendor Identification Number:	1100270385
Telephone/Fax:	646-386-3100
Email:	funding@innovatingjustice.org
Website:	www.innovatingjustice.org
Authorized Contact for this Questionnaire	
Name:	Matthew Savago
Telephone/Fax	646-386-3837
Title:	Chief Financial Officer
Email:	funding@innovatingjustice.org

List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive) (if applicable):

Center for Justice Innovation

I. Business Characteristics

a. Business Entity Type: 501(c)(3) nonprofit organization

b. Was the Business Entity Formed in New York State? Yes

c. If no, indicate jurisdiction where Business Entity was formed: ____

d. Is the Business Entity currently registered to do business in New York State with the Department of State?

Yes

e. If no, explain why the Business Entity is not required to be registered in New York State.

____

f. Does the Business Entity have a DUNS Number? If so, what is it? 086718437

g. Is the Business Entity's principal place of business/Executive Office in New York State? If no, does the business entity maintain an office in New York State? Yes

h. Is the Business Entity a Minority or Women Owned Business (MWBE)? No

i. Is the Business Entity a certified Service-Disabled Veteran Owned Business (SDVOB)? No

j. Identify current Key Employees of the Business Entity. Attach additional sheets, if necessary.

Courtney Bryan, Matthew Savago, Sherene Crawford

II. Contract History

a. Has the Business Entity held any contracts with the City of New Rochelle and/or New York State governmental entities in the last three (3) years? If yes, attach a list including the agency name, contract amount, contract start date, contract end date and the contract description.

Yes - see attached

III. Integrity: Contract Award: Within the past five (5) years, has the business entity or affiliate:

a. Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a governmental entity? No

b. Been suspended, cancelled or terminated for cause on any government contract? No

c. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? No

d. Entered into a formal monitoring agreement as a condition of a contract award? No

*** For each "yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

IV. Certifications/Licenses

a. Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license? No

*** If "yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

V. Legal Proceedings: Within the past five (5) years, has the business entity or affiliate:

a. Been the subject of a civil complaint? Yes
b. Been the subject of a judgment or conviction for conduct constituting a crime? No
c. Received any OSHA citation and Notification of penalty containing a violation classified as serious or willful? No
d. Had any New York State Labor Law violation deemed willful? No

VI. **Leadership Integrity:** Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation within New York State been subject to:

a. A sanction imposed relative to any business or professional permit and/or license? No
b. An investigation, whether open or closed, by any governmental entity for a civil or criminal violation for any business-related conduct? No
c. A conviction or judgment of any business-related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness? No

d. Misdemeanor or felony conviction for:

I. Any business-related activity, including, but not limited to, fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or

II. Any crime, whether or not business related, the underlying conduct of which related to truthfulness, including, but not limited to the filing of false documents or false sworn statements, perjury or larceny?

No

Justice Innovation Inc. — 5/14/26
Company Name — Date

Matthew Savago — Chief Financial Officer
Name of Bidder — Title

520 Eighth Avenue, 18th Floor, New York, NY 10018 / 646-386-3100 / 212-397-0985
Address / Telephone / Fax

funding@innovatingjustice.org
Email

Signature of Bidder

Agency Name	Amount	Start Date	End Date	Contract Description
City of New Rochelle	$ 300,000	1/1/2026	12/31/2026	New Rochelle Community Youth Violence Intervention Initiative (CYVII)
NYS Division of Criminal Justice Services (DCJS)	$ 10,000	3/1/2026	2/28/2027	Youth PACT Public Safety Program (T105132 - Purchase Order)
NYS Division of Criminal Justice Services (DCJS)	$ 16,500	1/1/2026	12/31/2026	Legislative Award from Sepulveda (T00393GM)
NYS Division of Criminal Justice Services (DCJS)	$ 1,107,395	1/1/2026	12/31/2026	2026 ATI Restorative Justice Diversion (C524242)
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	1/1/2026	9/30/2026	Mini-grant from DCJS (OJJDP Title II Funding)
NYS Division of Criminal Justice Services (DCJS)	$ 15,000	1/1/2026	12/31/2026	Legislative Award from Sen. Fernandez (T00436GG)
NYS Council on the Arts (NYSCA)	$ 10,000	1/1/2026	12/31/2026	2026 JustArts Award
NYS Division of Criminal Justice Services (DCJS)	$ 308,876	1/1/2026	12/31/2026	ATI QCJC Focus Forward Program (2026 Renewal)
NYS Division of Criminal Justice Services (DCJS)	$ 30,000	1/1/2026	12/31/2026	Legislative Award from Sen Mayer for Opportunity Youth Part
NYS Division of Criminal Justice Services (DCJS)	$ 20,000	10/1/2025	9/30/2026	DCJS Legislative Award from Sen. Kavanaugh to MJO
NYS Division of Criminal Justice Services (DCJS)	$ 10,000	10/1/2025	3/21/2026	Community First Program (expanding to the eastside of Midtown)
NYS Office of Court Administration (OCA)	$ 898,170	8/1/2025	7/31/2028	NYS Multi-Site Mental Health Screening and Assessment Tool
NYS Division of Criminal Justice Services (DCJS)	$ 70,000	7/1/2025	6/30/2026	Leg. Award for Coney Island Landscape Analysis
New York State Unified Court System	$ 964,000	7/1/2025	9/30/2026	Equal Access to Adult Drug Courts - C250997
New York State Unified Court System	$ 83,000	5/1/2025	9/30/2025	Promoting strong and resilient families through trauma responsive practices and interventions in Dutchess County
New York State Unified Court System	$ 434,998	5/1/2025	9/30/2027	Victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking
NYS Division of Criminal Justice Services (DCJS)	$ 100,000	4/1/2025	3/31/2026	25-26 Red Hook Legislative Award
NYS Division of Criminal Justice Services (DCJS)	$ 19,000	4/1/2025	3/31/2026	Sepulveda Legislative Award - BxCJC (T104722)
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	4/1/2025	3/31/2026	Sen. Krueger Legislative Award: Youth PACT ($50K)
NYS Division of Criminal Justice Services (DCJS)	$ 30,000	4/1/2025	3/31/2026	Sen. Hoylman-Sigal Legislative Award: Youth PACT ($30K)
NYS Division of Criminal Justice Services (DCJS)	$ 35,000	4/1/2025	3/31/2026	BxCJC Legislative Award for SOS
NYS Division of Criminal Justice Services (DCJS)	$ 10,000	2/1/2025	1/31/2026	Legislative Award: BCJC Public Safety Program - $10K
New York State Unified Court System	$ 175,000	1/1/2025	3/31/2026	STOP 2025 MOU through DCJS (C251013)
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	1/1/2025	9/30/2025	Hillbrook Restorative Response Project (2024 Title ll Mini Grants Program)
NYS Council on the Arts (NYSCA)	$ 40,000	1/1/2025	12/31/2025	2025 JustArts Red Hook Project
NYS Division of Criminal Justice Services (DCJS)	$ 308,876	1/1/2025	12/31/2025	ATI QCJC Focus Forward Program (2025 Renewal)
NYS Division of Criminal Justice Services (DCJS)	$ 1,107,395	1/1/2025	12/31/2025	ATI Restorative Justice Diversion Project (2025 Renewal)
NYS Division of Criminal Justice Services (DCJS)	$ 20,000	12/1/2024	11/30/2025	NRCJC Legislative Award for Opportunity Youth Part
NYS Division of Criminal Justice Services (DCJS)	$ 25,000	12/1/2024	11/30/2025	NRCJC Legislative Award for DREAM
New York State Unified Court System	$ 15,483,276	11/1/2024	10/31/2029	Family Legal Resource Center
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	10/1/2024	9/30/2025	Neighbors in Action: Youth Impact (formerly Youth S.O.S.) - Legislative Award
NYS Division of Criminal Justice Services (DCJS)	$ 45,000	10/1/2024	3/31/2025	(Legislative Award) NIA Crown Heights Youth SOS
NYS Division of Criminal Justice Services (DCJS)	$ 7,000	10/1/2024	9/30/2025	NRCJC Legislative Award - BJA Byrne JAG Funding (T633025)
NYS Division of Criminal Justice Services (DCJS)	$ 25,000	10/1/2024	9/30/2025	(Legislative Award) MCJC Community First
NYS Division of Criminal Justice Services (DCJS)	$ 100,000	10/1/2024	9/30/2025	2024 Legislative Award - Youth Impact (Youth SOS Crown Heights)
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	7/1/2024	6/30/2025	Leg Award from Sen. Myrie (The Heights) (T104951)
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	7/1/2024	6/30/2025	Leg Award from Sen. Myrie (The Heights) (T104706)
NYS Department of Health	$ 600,000	7/1/2024	6/30/2026	MCJC - Expanding Harm Reduction Services for Priority Populations
NYS Department of Health	$ 600,000	7/1/2024	6/30/2026	BCS - Expanding Harm Reduction Services for Priority Populations
NYS Department of Health	$ 600,000	7/1/2024	6/30/2026	RHCJC - Expanding Harm Reduction Services for Priority Populations
NYS Division of Criminal Justice Services (DCJS)	$ 19,000	5/1/2024	4/30/2025	Legislative Award: Young Entrepreneurs Training ($19K)
NYS Division of Criminal Justice Services (DCJS)	$ 20,000	5/1/2024	4/30/2025	(Legislative Award) Public Safety Program
New York State Department of State	$ 30,000	4/1/2024	3/31/2026	NYS DOS Leg Award for Tenants Rights and Community Housing Ambassador (T1003533)
New York State Unified Court System	$ 121,407	4/1/2024	12/31/2024	DCJS STOP Memorandum of Understanding
New York State Unified Court System	$ 772,714	4/1/2024	3/31/2026	National Criminal History Improvement Program
New York State Unified Court System	$ 605,737	4/1/2024	9/30/2026	New York Statewide Veterans Treatment Court Strategic Planning Initiative
New York State Unified Court System	$ 1,737,629	4/1/2024	9/30/2026	New York State Adult Treatment Court Comprehensive Screening Approach
New York State Unified Court System	$ 350,975	4/1/2024	9/30/2025	Onondaga County Coordinated Community Response to Domestic Violence.
New York State Unified Court System	$ 1,256,057	4/1/2024	12/31/2026	Eviction Diversion

New York State Unified Court System	$ 1,445,622	4/1/2024	9/30/2027	BJA FY23 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program: MJO Manhattan Felony ATI Court Substance Use Treatment Enhancement Project
NYS Office of Court Administration (OCA)	$ 1,456,656	4/1/2024	3/31/2025	Rural Opioid Court Project 24-25
NYS Division of Criminal Justice Services (DCJS)	$ 25,000	4/1/2024	3/31/2025	(Legislative Award) Anti-Violence Initiative
NYS Division of Criminal Justice Services (DCJS)	$ 30,000	4/1/2024	3/31/2025	(Legislative Award) Anti-Violence Initiative
NYS Division of Criminal Justice Services (DCJS)	$ 100,000	4/1/2024	3/31/2025	24-25 RHCJC Legislative Award
NYS Office of Children & Family Services (OCFS)	$ 10,000	4/1/2024	3/31/2025	FY24 Assembly District 31 Grant Award: Rock Steady Youth Initiative (RSI)
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	3/1/2024	2/28/2025	(Legislative Award) Neighbors in Action Save Our Streets Program
NYS Division of Criminal Justice Services (DCJS)	$ 10,000	1/1/2024	7/31/2025	(Legislative Award) BCJC's anti-violence initatives
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	1/1/2024	12/31/2024	2021 State Legislative Award: Youth Impact $50k
NYS Division of Criminal Justice Services (DCJS)	$ 100,000	1/1/2024	12/31/2024	2021 State Legislative Award: Youth Impact $100k
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	1/1/2024	12/31/2024	2021 State Legislative Award: S.O.S. Crown Heights $50k Myrie
NYS Division of Criminal Justice Services (DCJS)	$ 45,000	1/1/2024	12/31/2024	2021 State Legislative Award: S.O.S. Crown Heights $45k
NYS Council on the Arts (NYSCA)	$ 40,000	1/1/2024	12/31/2024	FY24 JustArts
NYS Division of Criminal Justice Services (DCJS)	$ 10,000	1/1/2024	12/31/2024	Legal Hand DCJS FY21 (supplies and workshop costs)
NYS Division of Criminal Justice Services (DCJS)	$ 5,000	1/1/2024	12/31/2024	Legal Hand Jamaica - Funding for organizations in Senate District 14 (supplies and workshop costs)
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	11/1/2023	10/31/2024	Leg Award for The Heights (T00858GG)
NYS Division of Criminal Justice Services (DCJS)	$ 50,000	11/1/2023	10/31/2024	Legislative Award: The Heights ($50K)
NYS Division of Criminal Justice Services (DCJS)	$ 1,384,244	10/1/2023	12/31/2024	2024 ATI, Employment Focused Services and Jail-based CBI: Restorative Justice Diversion Project
NYS Division of Criminal Justice Services (DCJS)	$ 386,095	10/1/2023	12/31/2024	2022 ATI, Employment Focused Services and Jail-based CBI: Focus Forward
NYS Division of Criminal Justice Services (DCJS)	$ 25,000	10/1/2023	9/30/2024	Funding for Brownsville's gender-based programming
NYS Office of Children & Family Services (OCFS)	$ 883,872	9/1/2023	11/30/2026	AmeriCorps Formula Pool
NYS Division of Criminal Justice Services (DCJS)	$ 25,000	9/1/2023	8/30/2024	Funding for Brownsville's gender-based programming
NYS Office of Court Administration (OCA)	$ 5,971,823	8/1/2023	3/31/2026	Felony ATI 2023-2026
NYS Office of Children & Family Services (OCFS)	$ 20,000	7/1/2023	12/1/2024	Black Brilliance Celebrations
NYS Division of Criminal Justice Services (DCJS)	$ 25,000	7/1/2023	6/30/2024	BCJC's Gun Diversion Program

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT C
FEE PROPOSAL SCHEDULE
THIS PAGE MUST ACCOMPANY PROPOSAL RESPONSE

Instructions: Please provide a cost estimate based on the schedule proposed as part of your response.

Example: Anticipated Budget

Category	**Item**	**Unit Cost**	**Quantity**	**Total Cost**
Staffing & Administration	Strategic Planner	$48.52	1,089 hrs	$52,818
Staffing & Administration	Fringe Benefits @ 33%	$17,430	annual	$17,430
Miscellaneous	Indirect Costs @ 21%	$14,752	annual	$14,752

- **Total Proposal Fee (not to exceed)**

  Fee (in words): Eighty-Five Thousand Dollars

  Fee (in dollars): $85,000

STAFF COSTS: Hourly rates for all employees/positions that will be working on the aforementioned scope of work shall be provided. Invoices for all services billed shall include a breakdown of work performed and a listing of staff members with their titles, hourly rates and hours worked during the billing period.

Employee Title/Position	Employee Name	Hourly Rate
Strategic Planner	Joshua Stillman	$48.52
		$
		$
		$

If Addenda issued by the City, this proposal includes addenda numbered: ____________________________

Signature of Individual Submitting Proposal: ____

Name of Business: Justice Innovation Inc.

Address of Business: 520 8the Ave 18th Floor New York, NY 10018

Telephone Number of Business: ____

Email Address of Business: ____

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT C
FEE PROPOSAL SCHEDULE
THIS PAGE MUST ACCOMPANY PROPOSAL RESPONSE

Instructions: Please provide a cost estimate based on the schedule proposed as part of your response.

Example: Anticipated Budget

Category	**Item**	**Unit Cost**	**Quantity**	**Total Cost**
Staffing & Administration	Strategic Planner	$48.52	1,089 hrs	$52,818
Staffing & Administration	Fringe Benefits @ 33%	$17,430	annual	$17,430
Facility Operations	Supplies & Operations	$19,940	annual	$19,940
Facility Operations	Supplies & Operations - Furniture	$24,500	annual	$24,500
Marketing & Outreach	Fundraising Events	$29,940	annual	$29,940
Miscellaneous	Indirect Costs 21%	$30,372	annual	$30,372

- **Total Proposal Fee (not to exceed)**

  Fee (in words): One Hundred Seventy-Five Thousand Dollars

  Fee (in dollars): $175,000

STAFF COSTS: Hourly rates for all employees/positions that will be working on the aforementioned scope of work shall be provided. Invoices for all services billed shall include a breakdown of work performed and a listing of staff members with their titles, hourly rates and hours worked during the billing period.

Employee Title/Position	Employee Name	Hourly Rate
Strategic Planner	Joshua Stillman	$48.52
		$
		$
		$

If Addenda issued by the City, this proposal includes addenda numbered: __________________________

Signature of Individual Submitting Proposal: __________________________

Name of Business: Justice Innovation Inc.

Address of Business: 520 8the Ave 18th Floor New York, NY 10018

Telephone Number of Business: __________________________

Email Address of Business: __________________________

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT C
FEE PROPOSAL SCHEDULE
THIS PAGE MUST ACCOMPANY PROPOSAL RESPONSE

Instructions: Please provide a cost estimate based on the schedule proposed as part of your response.

Example: Anticipated Budget

Category	Item	Unit Cost	Quantity	Total Cost
Staffing & Administration	Program Director	$71.26	352 hrs	$24,542
Staffing & Administration	Sr. Community Resource Coordinator	$44.18	910 hrs	$40,200
Staffing & Administration	Outreach and Engagement specialist	$36.59	546 hrs	$19,980
Staffing & Administration	Program Manager, 1	$44.18	546 hrs	$24,120
Staffing & Administration	Program Manager, 2	$31.70	546 hrs	$17,310
Staffing & Administration	Facilities Manager	$42.25	273 hrs	$11,535
Staffing & Administration	Strategic Planner	$48.52	364 hrs	$17,660
Staffing & Administration	Fringe Benefits @ 33%	$51,265	annual	$51,265
Miscellaneous	Indirect Costs @ 21%	$43,388	annual	$43,388

- **Total Proposal Fee (not to exceed)**

  Fee (in words): Two Hundred and Fifty Thousand

  Fee (in dollars): $250,000

STAFF COSTS: Hourly rates for all employees/positions that will be working on the aforementioned scope of work shall be provided. Invoices for all services billed shall include a breakdown of work performed and a listing of staff members with their titles, hourly rates and hours worked during the billing period.

Employee Title/Position	Employee Name	Hourly Rate
Project Director, NRCJC	Amanda Nathan	$71.26
Senior Coordinator, Community Resource	Colleen Gardephe	$44.18
Specialist, Outreach and Engagement	Kwamain Dixon	$36.59
Program Manager	Johvonni Paige Smith	$44.18
Program Manager	Stanley Bienvenido Bussi	$31.70
Facilities Manager	TBD	$42.25
Strategic Planner	Joshua Stillman	$47.09
		$
		$
		$

If Addenda issued by the City, this proposal includes addenda numbered: ____________________________

Signature of Individual Submitting Proposal:____

Name of Business: Justice Innovation Inc.

Address of Business: 520 8the Ave 18th Floor New York, NY 10018

Telephone Number of Business:____

Email Address of Business: ____

REQUEST FOR PROPOSAL
RFP-DV-2026-011
EXHIBIT D
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

No Addendums Issued ____________

Addendum 1 X Addendum 2 ____________

Addendum 3 ____________ Addendum 4 ____________

Addendum 5 ____________ Addendum 6 ____________

Addendum 7 ____________ Addendum 8 ____________

Addendum 9 ____________ Addendum 10 ____________

NAME OF ENTITY: Justice Innovation Inc.

AUTHORIZED SIGNATURE: MS

PRINT NAME: Matthew Savago

DATE: 5/14/26

EXHIBIT E

Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with
Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

_X_ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

____ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

____ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

____ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name (Legal Entity): Justice Innovation Inc.

By (Signature): ____________

Name: Matthew Savago

Title: Chief Financial Officer

Date: 5/14/26

New York State Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) **Justice Innovation Inc. 520 8th Avenue, 18th Floor New York, NY 10018** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured **(718) 764-3489** 1c. Federal Employer Identification Number of Insured or Social Security Number **85-2810883**
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **City of New Rochelle 515 North Ave New Rochelle, NY 10801**	3a. Name of Insurance Carrier **The Standard Life Insurance Company of New York 445 Hamilton Avenue, 11th floor White Plains, New York 10601** 3b. Policy Number of Entity Listed in Box "1a" **448422** 3c. Policy effective period **5/1/26** to **4/30/28**

4. Policy provides the following benefits:
   - [x] A. Both disability and Paid Family Leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid Family Leave benefits only.
5. Policy covers:
   - [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed **5/19/2026** By ____________________
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 732.815.2115 Name and Title Jason Anders, Employee Benefits Service Manager

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed ____________ By ____________________
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number ____________ Name and Title ____________________

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)
SNY **13206-JA**

DB-120.1 12-21

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box "1a" for disability and/or Paid Family Leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hub International Northeast Limited
300 Connell Drive - Suite 3000
Berkeley Heights NJ 07922
License#: BR-767175

CONTACT NAME: Michele Pollari
PHONE (A/C, No, Ext): 908-632-4378 **FAX (A/C, No):**
E-MAIL ADDRESS: michele.pollari@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Church Mutual Insurance Company	18767
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED JUSTINN-02
Justice Innovation Inc dba Center for Justice Innovation
520 8th Avenue 18th Floor
New York NY 10018

COVERAGES **CERTIFICATE NUMBER:** 172783965 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	PHPK2673848	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						EBL Aggregate	$ 3,000,000
A	AUTOMOBILE LIABILITY	Y	Y	PHPK2673848	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp $500 X Coll $1,000							$
A	X UMBRELLA LIAB OCCUR			PHUB907026	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0447190-07-933790	9/20/2025	9/20/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Abusive Conduct			PHPK2673848	4/1/2026	4/1/2027	Each Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: NRCA Train Station (2nd Floor)

The City of New Rochelle is included as Additional Insured as required by written contract. Insurance is Primary and Non-Contributory as required by written contract. Waiver of Subrogation applies. Notice of Cancellation is 30 days.

CERTIFICATE HOLDER

City of New Rochelle
515 North Avenue
New Rochelle NY 10801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Justice Innovation Inc DBA Center for Justice Innovation 520 8th Avenue, 18th Floor New York, NY 10018 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (646) 386-3100 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 85-2810883
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of New Rochelle 515 North Ave New Rochelle, NY 10801	3a. Name of Insurance Carrier Church Mutual Insurance Company, S.I. 3b. Policy Number of Entity Listed in Box "1a" 0447190 07-933790 3c. Policy effective period 09/20/2025 to 09/20/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box “3" insures the business referenced above in box “1a” for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box “2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Rachel Peterson
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Rachel Peterson 05/19/26
(Signature) (Date)

Title: Underwriter Support Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 1-800-554-2642

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

James P. Brodick ***jbrodick@nycourts.gov*** ***(646) 418-4340***

Experience:

March 2025 to Present **Center for Justice Innovation** **New York, NY**
Chief Strategic Growth Officer (Executive Team)
Responsible for the Center's community safety vision and strategies nationwide, helping cities, counties, and states learn from our experience and plant seeds of justice all across America. Led numerous new programs that moved the Center's work "upstream," emphasizing community empowerment, economic development, crime prevention and other approaches that build safety and reduce the need for justice system involvement. Implemented methods to measure the effectiveness of the Center's crime-prevention work and use data to improve programming and implement new solutions. In addition, provides expert assistance to jurisdictions around the country to support the implementation of community safety and crime prevention programming.

Sept 2018 to March 2025 **Center for Justice Innovation** **New York, NY**
Chief Program Officer, Community Safety (Executive Team)
Oversees the Center's work on a range of community development and crime-prevention initiatives in New York City, including the Brownsville Community Justice Center, Harlem Community Justice Center, Bronx, Community Justice Center, Queens ustice Center, Neighbors in Action, Cure Violence (South Bronx, Crown Heights, and Bedford-Stuyvesant), Far Rockaway Community Justice Center, Access to Justice, and the Mayor's Office Neighborhood Safety Initiatives (34 NYCHA developments). Lead a team of senior staff members to define a vision for the Center's involvement in community-based crime prevention and to ensure its work remains at the cutting-edge of the field. Partner with the Center's research team to implement a range of data-driven methods to measure the effectiveness of our crime-prevention work. Responsible for a staff of 250, fund raising and managing an annual budget of 40 million dollars.

Sept 2010 to Sept 2018 **Fund for the City of New York (Center for Court Innovation)** **New York, NY**
Director of NYC Community Courts
Oversees the Brownsville Community Justice Center, Midtown Community Court, Harlem Community Justice Center, Staten Island Youth Justice Center, and the Red Hook Community Justice Center. Manages senior leadership across New York City responsible for overseeing the community court projects' long-range planning and day-to-day operations. Lead an interdisciplinary team of senior staff members who assess and link defendants with services, monitor compliance, oversee community restitution and early diversion projects, provide on-site social services, and collaborate with government and community stakeholders to promote principles of community courts, procedural justice, and community engagement. Responsible for fund raising and managing an annual budget of 25 million dollars.

May 2004 to September 2010 **Fund for the City of New York -- Red Hook Community Justice Center** **Brooklyn, NY**
Project Director
A project of the New York State Unified Court System, the Red Hook Community Justice Center is the nation's first multi-jurisdictional community court, applying a problem-solving approach to criminal, family and housing court matters in one courtroom in front of a single judge. The Justice Center is an award-winning nationally recognized program and model for new projects in Washington, D.C., Philadelphia, P.A., and Liverpool, U.K. Responsible for the fiscal management and budgeting for 4.8 million dollar project. Coordinate all human resources. Manage city and state contracts as well as fund raise through grant writing for program development. Supervise a staff of 29 employees and coordinate partnerships with 80 additional staff from 16 on-site partner agencies, including Court System, Public Defenders, Prosecutors, Police Department, Phoenix House (drug treat provider) , Safe Horizon and Good Shepherd

Services. Maintain partnerships with community residents, police and criminal justice agencies. Strategize with senior management team to develop and implement new initiatives as well as troubleshoot and problem solve court and community operations. Oversee ongoing evaluation and research.

May 1998 to April 2004 **Fund for the City of New York -- Red Hook Community Justice Center** **Brooklyn, NY**
Deputy Director
Responsible for the Justice Center's Community Programs with a yearly budget of over 1.5 million dollars. Programs include; a 50-member AmeriCorps Program, a 30-member Youth Court, a Mentoring and Internship program, a Housing Resource Center and a Mediation Center. Supervise five program directors, who manage their staff as well as over 100 yearly community volunteers. Created the design of the projects and corresponding programmatic and administrative strategic plans. Provide training for court staff and community organizations on Conflict Resolution, Community Problem Solving, Team Building and Project Planning. Write monthly, quarterly and year-end reports to the Unified Court System, Office of Children and Family Services, NYS Alternative Dispute Resolution Office and six other private foundations. Work directly with the Project Director to ensure the Justice Center is achieving its mission.

Sept 1996 to May 1998 **ASPIRA of New York, Inc.** **New York, NY**
AmeriCorps Community Education Project Director
Responsible for the day-to-day administration of the agency's three-year national Service community education initiative. Created the project design and the corresponding programmatic and administrative strategic plans. Supervised three Service Leaders who manage the work of 64 AmeriCorps Members at eight collaborating sites. Established year-long action plans in conjunction with site supervisors and Members to create learning communities. Developed and administered the project's Member Training Program, covering an orientation, a retreat, pre-service training, and monthly in-service and on-site training.

Education:

May 1995 **Saint John's University** **Jamaica, NY**
Bachelor's in Business Administration

Certification/ Training:

NYS Certified Mediator (family, criminal, housing and inter-personal disputes)
Sterling Network Fellow – 60 members working towards a more vibrant and just NYC
Provided technical assistance to jurisdictions nationally and internationally around community courts, community policing and community-based public safety initiatives.

Hobbies:

Visiting Major League Baseball Stadiums (43 to date)

References:

Available upon request

JOSHUA A. STILLMAN, ESQ.

941 Washington Ave. Apt. 6A, NY 11225 • (612) 251-0039 • Jastillman1@gmail.com

EXPERIENCE

Center for Justice Innovation — **New York, NY**
Senior Strategic Planner, Court Reform Operations — **May 2023-Present**
Operate existing, and design new, court-based alternatives to incarceration and community-based upstream prevention programs. Manage relationships with judges, NYPD, District Attorney offices, government, defense bar, and community-based service providers to promote community justice. Raised nearly $5 million in new grant money, including $4 million in federal funds, for youth violence prevention programs. Created innovative Pro Se Support Pilot Project in Brooklyn and lobbied key stakeholders for funding and expansion. Designed and operate community intervention program targeting school-to-prison pipeline in New Rochelle. Handle all stakeholder communication, budgeting, contracting, and program evaluations for Project Reset, NYC's pre-arraignment diversion program. Provided technical assistance and published statewide implementation guidance for California's Care Courts. Created first national literary award judged by incarcerated individuals. Serve with former Chief Administrative Judge Lawrence Marks as Senior Counsel to NYSDRA Advisory Board. Project manage AI and Justice Consortium and Vital City Translation Project.

Uncommon Schools, Excellence Girls Middle Academy — **Brooklyn, NY**
History Teacher — **October 2021–May 2023**
Educated classes of 25-30 students in Brooklyn's only all girls charter school. Developed and executed daily lessons in American History, focusing on research, writing, and public speaking skills. Lead reform movement within school to abolish practices rooted in White Supremacy to attack the school-to-prison pipeline. Coached basketball and lead student government.

Legal Aid Foundation of Los Angeles — **Los Angeles, CA**
Attorney – Right to Counsel — **June 2021– October 2021**
Represented indigent clients in unlawful detainer actions on full scope basis. Appeared for hearings, drafted motions, and negotiated settlements according to clients' goals. Gained significant trial experience as first-chair. Developed deep understanding of the housing crisis and systemic policy failures. Conducted legal clinics and community outreach on general housing and COVID-19 issues.

Manatt, Phelps, & Phillips, LLP. — **Los Angeles, CA**
Associate Attorney; Former Summer Associate — **May 2019 – June 2021**
Drafted pleadings and memos for supervising partners and associates, focusing on appellate work, white collar criminal defense, and complex torts. Honed research and writing skills by meeting high expectations of a large commercial law firm. Managed administrative facets of cases. Advocated for children through adoption proceedings. Helped veterans settle legal matters. Drafted *amici* arguments against prohibitive drug dealing injunction in San Francisco. Assisted mother and child escape gang violence through asylum. Deposed named Plaintiff in high-profile consumer protection class action.

Santa Barbara Public Defender's Office — **Santa Barbara, CA**
Post-bar Intern — **October 2020 – December 2020**
Aided public defenders through legal research and writing. Drafted office-wide guidance on exceptions to newly enacted legislation affecting probation sentencing. Investigated COVID-19 failures of Avenal State Prison. Gained understanding of problems facing indigent clients as they navigate the criminal justice system.

EDUCATION

University of Southern California Gould School of Law
Juris Doctorate, May 2020

GPA:	3.60
American Juris Prudence Awards:	Criminal Law; Topics in Criminal Law and Criminology with Dr. Jody Armour
Honors:	Hale Moot Court Finalist; National Moot Court Finalist

University of Michigan, Ann Arbor
Bachelor of Arts, Political Science, April 2017

GPA:	3.92
Honors:	University Honors (Five Semesters); William J. Branstrom Freshman Prize (Top 5% in Class); Angell Scholar (Four Straight Semesters of A-level grades); Phi Kappa Phi Honors Society

ATTRIBUTES

Proficient in Spanish and Mandarin; Mock Trial National Champion; NYC Court Watcher; Former Camp Counselor

Edwin Oquendo | 33oquendo@gmail.com | 917-856-8499

Professional Summary: Facilities and operations leader with extensive experience overseeing multi-site portfolios across education, healthcare, and residential environments. Proven track record managing capital projects, regulatory compliance, vendor performance, and building systems at scale. Skilled in leading teams, optimizing operational processes, and aligning facilities strategy with organizational growth and service needs.

Core Competencies

- Multi-Site Facilities Leadership
- Capital Projects & Renovations
- Building Systems (HVAC, Electrical, Plumbing, Life Safety)
- Preventative Maintenance Programs
- Budgeting & Cost Control
- Vendor & Contract Management
- Regulatory Compliance (OSHA, FDNY, DOB)
- Operational Process Improvement
- Team Leadership & Staff Development
- Cross-Functional Collaboration

Experience:

Deputy Director, Facilities & Real Estate, Center for Justice Innovation **September 2024 - Present**

Lead facilities operations and real estate strategy across a multi-site portfolio, ensuring safe, efficient, and compliant environments that support organizational growth.

- Direct operations and long-term planning for 40 sites, including maintenance, security, and space utilization
- Oversee capital projects and renovations valued at $12 million annually, ensuring on-time, on-budget delivery
- Lead real estate initiatives, including lease negotiations, site selection, and property acquisition, supporting organizational expansion
- Manage operating and capital budgets of $4 million, driving cost control and resource optimization
- Ensure full compliance with building codes, safety regulations, and emergency preparedness standards
- Oversee vendor performance across facilities services, construction, and maintenance contracts valued at $10 million, ensuring accountability and service quality
- Implement preventative maintenance systems to reduce reactive repairs and extend asset life
- Partner with leadership to align space planning and facilities strategy with programmatic needs
- Conduct financial and operational analyses to guide real estate and facilities decisions
- Supervise and develop facilities staff, strengthening team performance and service delivery
- Drive process improvements to enhance operational efficiency, transparency, and responsiveness

Director of Facilities Operations, Children's Aid ***June 2017 – September 2024***

Lead facilities operations, capital planning, and compliance across a diverse portfolio including schools, healthcare sites, and administrative buildings.

- Direct daily operations and long-term planning for multiple sites, ensuring safe, efficient, and uninterrupted building performance
- Oversee capital improvement projects from planning through completion, including design coordination, procurement, budgeting, and execution
- Manage vendor relationships and service contracts across key functions such as maintenance, security, and building systems
- Develop and monitor departmental budgets, track expenditures, and support forecasting for capital and operational needs
- Ensure compliance with local, state, and federal regulations, including DOB, OSHA, and life safety requirements
- Partner with internal stakeholders to identify operational needs and implement facility improvements aligned with program goals
- Supervise and develop facilities staff, strengthening team performance and accountability
- Evaluate building systems and utilities to improve efficiency and reduce operational costs
- Implement procedures and workflows to improve service delivery, response time, and overall site performance

Facility Manager, Animal Specialty Center, Yonkers, NY ***March 2016 –June 2017***

- Managed building operations for a medical facility, ensuring reliability of all systems and services
- Coordinated maintenance projects and vendor services, including contract negotiation and performance monitoring
- Conducted inspections, identified repair needs, and managed project execution from start to finish
- Maintained compliance with safety regulations and worked directly with local authorities
- Supervised staff and ensured adherence to maintenance and safety protocols

Director of Operations, Abilis, Greenwich, CT ***December 2013 – March 2016***

- Oversaw operational services, facilities, and safety programs across multiple locations
- Led capital improvement initiatives, including budgeting, bidding, and project supervision
- Managed procurement processes for services, supplies, and capital assets
- Ensured regulatory compliance and implemented safety training programs
- Coordinated facility inspections, asset tracking, and operational logistics

Director of Maintenance, Bristal Assisted Living, Westchester, NY ***July 2012-December 2013***

- Directed preventative maintenance programs and building operations for residential facility
- Managed maintenance staff, scheduling, and work order systems
- Oversaw vendor selection, bidding, and inventory control
- Ensured compliance with safety standards and conducted routine inspections
- Led staff training and established maintenance procedures

Superintendent, New Haven Property Maintenance, New Haven, CT ***January 2006 – January 2016***

- Managed operations across multiple residential properties, including maintenance, repairs, and staff supervision
- Oversaw building systems including plumbing, electrical, and boiler operations
- Coordinated daily work schedules, inspections, and inventory management

System Administrator, The Northern Trust Company, New York, NY ***October 1993 – March 2010***

- Supported infrastructure and office build-outs, coordinating with engineers and vendors on systems and facility-related projects
- Managed technical systems, inventory, and operational support across office environments

Certifications:

- OSHA Construction Safety
- OSHA Healthcare Facility Certification
- FDNY S95 (Supervision of Fire Alarm Systems)
- FDNY S12 (Fire Safety Director Certification)
- A.L.I.C.E. Active Shooter Training
- Avaya & Nortel Systems Certifications

Technical Skills

Building Management Systems, PBX systems, Microsoft Office, facilities tracking and inventory systems

Education: James Monroe High School, Bronx, NY

References: Available upon request

AMANDA NATHAN

New York | 1amandanathan@gmail.com

PROFILE

Strategic nonprofit executive with 15+ years of experience leading justice and workforce development initiatives. Proven track record overseeing complex grant-funded portfolios, managing cross-sector partnerships, and building data-driven impact systems. Experienced in federal and private grant compliance, performance management, and scaling service delivery models across diverse geographies. Recognized for advancing systems-level change through strategic deployment of resources and stakeholder alignment.

CORE EXPERTISE

Grant Portfolio Oversight | Strategic Philanthropic Alignment | Impact Measurement & Evaluation | Multi-Site Program Scaling | Federal & Private Grant Compliance | Cross-Sector Partnership Development | Budget & Fiscal Stewardship | Systems Change Strategy | Leadership & Team Development

PROFESSIONAL EXPERIENCE

Center for Justice Innovation — Project Director

11/2023–Present

- Oversee a million-dollar annual portfolio supporting justice-involved individuals and community stakeholders.
- Direct cross-sector partnerships with courts, municipal agencies, and community-based organizations to align public resources and program strategy.
- Supervise staff and consultants, ensuring performance accountability and quality assurance.
- Guide budget planning, fiscal compliance, and reporting in coordination with development and finance teams.
- Designed and implemented an impact measurement framework tracking participant outcomes and community-level indicators.
- Advise senior leadership on program expansion, funding alignment, and sustainability strategy.

Emergent Works — Senior Program Manager

08/2022–11/2023

- Led program strategy for technical education initiatives serving justice-iimpacted participants.

- Built performance evaluation systems to assess program effectiveness and inform funding decisions.
- Managed cross-functional teams to meet funder deliverables and performance benchmarks.
- Partnered with executive leadership to operationalize organizational growth strategy.

STRIVE International — Director of Programs & Impact

02/2022–07/2022

- Oversaw program quality and impact strategy across multi-site affiliate network.
- Strengthened implementation fidelity of workforce model across multiple sites.
- Delivered technical assistance and performance coaching to affiliate leadership teams.
- Integrated data tracking systems to enhance outcome measurement and reporting.

STRIVE International — Senior Manager, National Coaching Practice

10/2019–02/2022

- Directed implementation of foundation-supported initiatives across multiple geographies.
- Oversaw grant reporting, performance monitoring, and stakeholder communications.
- Produced practitioner-facing content and led learning communities to strengthen field impact.

STRIVE International — National Program Manager

11/2016–12/2019

- Coordinated rollout of U.S. Department of Labor grant serving justice-involved youth in multiple cities.
- Oversaw multi-site integration of financial capability programming across affiliate network.
- Managed milestones, performance tracking, and compliance reporting across public and private funding streams.

EARLIER CAREER EXPERIENCE

NYC Human Resources Administration — Program Specialist

Westhab, Inc. — Reentry & Workforce Leadership Roles

EDUCATION

Executive Certificate in Nonprofit Leadership & Management, Austin W. Marxe School of Public and International Affairs

Bachelor of Arts in Communications, SUNY Purchase College

Colleen Gardephe

New Rochelle, NY | (914) 400-6040 | cmdgardephe@gmail.com

NONPROFIT EXECUTIVE | WRITER | COMMUNICATIONS DIRECTOR

CREATIVE | ALTRUISTIC | ENTERPRISING

As a nonprofit leader, I create programs that close opportunity gaps for underserved youth, form partnerships that drive collective impact, and design events that inspire people to coalesce around common goals. As a writer, I provide content that is informative, well-researched, and accessible. As a Communications Director, I make a meaningful contribution by raising awareness of the organization's mission and achievements, creating clear internal and external content, and engaging in strategic press outreach. In all my endeavors, I strive to emphasize excellence and inclusion, identify challenges, and devise creative solutions.

COMPETENCIES

Content Creation | Grant Writing | Program Implementation | Strategic Partnerships | Event Planning
Mentorship | Team Management | Social Media | Volunteer Recruitment | Press Outreach

EDUCATION

University of Missouri, Columbia, MO — MA, Journalism
University of Pennsylvania, Philadelphia, PA — BA, English
Volunteer New York's Leadership Westchester Program — June, 2017

EXPERIENCE

SENIOR COMMUNITY RESOURCE COORDINATOR — **2025 - Present**

- Identify and leverage community resources for New Rochelle Community Justice Center participants to maximize positive outcomes
- Build and maintain relationships with community partners and stakeholders to develop opportunities for the NRCJC ECOsystem
- Liaise with Opportunity Youth Part to refer appropriate candidates for aftercare services with NRCJC's DREAM program
- **Lead OYP event planning efforts that includes a yearly Retreat, Anniversary/All Star event, and Holiday Party.**
- **Oversee the Graduations of OYP participants, which include the creation of Achievement certificates, the reporting of Graduation Gift Cards, and presentations of the Graduates; 160 participants have graduated from OYP**
- **Plan Open Houses, Virtual Stakeholder Meetings and Site Visits**
- **Create a 15-page Year-in-Review NRCJC Newsletter**

OYP COURT COORDINATOR - — **5/2021- 5/2025**

- Provide Compliance Reports on 12-14 participants on the weekly OYP calendar
- Connect resources and opportunities to active OYP participants
- Maintain printed program and promotional materials, including press packets for visitors the coordination and reporting of YJEP services

MANAGING DIRECTOR, MY BROTHER'S KEEPER (MBK) NEW ROCHELLE — **2016 - Present**

After volunteering to handle Communications and writing the Action Plan Report, which serves as the blueprint on how to move forward, I was chosen to be the initial Managing Director of the first MBK chapter in Westchester and one of the first in New York State.

- Plan, facilitate and implement three dozen programs and events aimed at closing opportunity gaps for underserved students, including new immigrants, by increasing student literacy and improving college and job-readiness. Thousands of students and parents have benefitted from our programs.

- Organize community forums, film screenings, an interactive Implicit Bias workshop and ESPN Career Workshops for Boys of Color in an effort to meet MBK's 6 developmental Milestones.
- Lead large-scale community outreach efforts, engaging 80 diverse organizations and 120 volunteers in the implementation of MBK initiatives, projects and events.
- Serve as Mentor to 6 male high school Fellows in a NY State MBK Education Program.
- Handled the research and writing for the 2015 Action Plan Report and 2018 Highlights Report.
- Co-authored application for $77,000 NY State Fellows Grant; handled writing for 5 local grants.
- Write the content for all electronic newsletters and provide content for the website.
- Coordinate all media and press relations and compose social media posts.

BOARD MEMBER, UNITED NATIONS ASSOCIATION – WESTCHESTER CHAPTER **1/20 - Present**

- Serving as Co-Chair of the Program Committee, I create Programs, identify Speakers, handle press outreach and locate photographers, tech support, venues, etc.
- Created Program on "Inequities in Maternal Outcomes for Women of Color Globally and Locally." I identified two international speakers and two local experts. Formed a committee, selected leaders for breakout sessions and posed questions from attendees. Program drew 150 registrants.
- Helped plan two International Women's Day events, UN's 75th Anniversary local virtual gathering and Human Right's Day Program.

CONTENT EDITOR, *MedShadow.org* (Health Startup) **2013 - 2015**

- Oversaw the creation of all editorial content, aiming to raise public awareness of the side effects of prescription drugs, and to highlight healthy lifestyles and alternative treatments.
- Generated ideas with staff on stories, grant proposals, design, and analytics, fostering a spirit of office-wide innovation, creativity and journalistic excellence.
- Raised monthly site visitor total dramatically from one year to the next through frequent posting on Facebook and Twitter, and by connecting the site to Google non-profit ads, Amazon.smile.

DIRECTOR OF COMMUNICATIONS, Family Services of Westchester **2006 - 2013**

- Oversaw all Communications for FSW, a leading nonprofit in Westchester that offered 50 social service programs -- including Head Start and Big Brothers, Big Sisters -- that served 30,000 children, families and older adults each year.
- Designed and created newsletters, two Annual Reports, a Gala Journal, and additional promotional materials each year to raise awareness of the agency's initiatives.
- Posted stories about organization events and accomplishments on the website, Facebook and Twitter to keep organization's clients and networks informed.
- Wrote press releases that generated 6 to10 stories a month in outlets such as *The New York Times, People Magazine, Good Morning America, The Associated Press, News 12, NBC, ABC, CBS, WHUD* and *The Journal News*.

CO-AUTHOR OF PREGNANCY AND PARENTING BOOK **1993**

- Lead author of *"Please Don't Pick Up the Baby or You'll Spoil the Child and Other Old Wives' Tales About Pregnancy and Parenting"* (Chronicle Books).
- Researched Old Wives' Tales from around the world and provided information on the basis of the myths and medical info supporting or refuting the sayings.
- Promoted book on national and local radio and TV stations.

WRITER & EDITORIAL CONSULTANT **1990 - Present**

- Write and edit stories on women's health, education, parenting and pregnancy.
- Published stories in *Parenting, Child, Parents*, *Woman's Day, Healthy Kids, American Baby, Scholastic, Lifescript.com, Patch.com* and *Sesame Street Parents' Guide*.

- Co-Author of United Way Report on 3rd Grade Reading Levels in 7 Low-Income Communities.

MANAGING EDITOR, *Healthy Kids* Magazine **1988 - 1990**

- Developed story lineup for a bimonthly magazine with a circulation of 1 million.
- Supervised staff, freelance writers and columnists; Worked with Art Director on graphics.

COMMUNITY SERVICE

- Received an “Outstanding Community Leader” Award in 2017 from New Rochelle Council of Community Services (NRCCS); Board Secretary, Chair, College Scholarship Committee.
- Member, United Way LEARN 3rd Grade Reading Group.
- Advisory Board Member, Partnership for the Huguenot Children’s Library.
- Member, New Rochelle Council on the Arts, Event Committee.
- Editor for K-5 school newspaper, Wazzup Ward.

DIGITAL MARKETING SKILLS

- Proficient in Hootsuite and MailChimp for Newsletters and Social Media.
- Knowledge of CMS, SEO, Analytics, Word, Power Point, and Excel.

Layman Lee

Senior Director

Experienced director, project manager, and organizer with a demonstrated history of developing community-led place-based public projects. Strong community and design-focused professional skilled in management, training, editing, grant writing, and public relations. Passionate about designing cities as systems of wellbeing, connecting community power, policy, and co-design to build healthier, more equitable neighborhoods for the people who live there.

llaymanllee@gmail.com 646.641.7363 New York, USA linkedin.com/in/laymanlee

WORK EXPERIENCE

Senior Director
Neighborhood Safety Initiative, Center for Court Innovation, New York, NY August 2018-Current

- Direct, support, and lead a diverse team of administrative, programming, design, and operational staff at Neighborhood Safety Initiatives (NSI), a community program supporting the Mayor's Action Plan for Neighborhood Safety (MAP), the Bureau of Justice Assistance (BJA) award, and Green Space Connections (GSC) program, overseeing a budget of $8 million
- Work closely with key Center and project staff, the Mayor's Office of Criminal Justice/Office of Neighborhood Safety,, Bureau of Justice of Assistance, and Fund for Public Housing to develop, manage, and advance all NSI tasks and timelines by offering hands-on, project-based, and activity-centered training and professional development opportunities;
- Convene internal operational and design meetings to coordinate planning, implementation, resource sharing, and field operations management across sites and the Center's departments and operating sites;
- Provide design support and technical assistance for 30 MAP NYCHA sites in support of the planning, development, and execution of action plans, Local Stat, Central Stat, and other related activities to advance the goals of NeighborhoodStat;
- Develop, adapt, and deliver trainings to build Engagement Coordinators' and resident stakeholder teams' capacity to conceptualize, plan, execute, and sustain neighborhood-based projects;
- Create a broad range of replicable products related to the staff and community training best practices, management, and internal policies & procedures;
- Attend implementation meetings with MOCJ and partner agencies to coordinate planning, implementation, data collection, and evaluation to provide ongoing project updates to key personnel;
- Liaise regularly with City agencies including MOCJ, NYCHA, DOT, DSNY, PARKS, DYCD, and other community partners to leverage resources and garner support for projects and initiatives;
- Work with project staff and the Center's development team to identify funding opportunities that support continuing professional development opportunities
- Managed and provided direct support to operational and design staff, working with the team to set short and long-term goals, and engaged staff in the development of strategy and processes to ensure ownership and the execution of high-quality innovative projects
- Liaise regularly with funders and program partners regarding program implementation, provide regular timely project updates, and deliver presentations and progress reports;
- Prepare and deliver presentations and progress reports for funders including MOCJ, NYCHA, and the Bureau of Justice Assistance
- Planned, developed, and implemented the emergency COVID relief response; played an integral role in the day-to-day logistics and implementation of the neighborhood needs assessment and referral system, digital communication and evaluation tools

Neighborhood Development and Placemaking Manager
Community Solutions/Brownsville Partnership, New York, NY March 2015 - August 2018

- Lead and realize placemaking/placekeeping projects in Brownsville within an equitable development initiative. Strategies include designing and improving the built environment, program partnerships to bring new life to underutilized spaces, and cultivating stewardship to address long-standing issues
- Convene and coordinate local stakeholders including residents, city agencies, organizational partners, funders, elected officials, artists, designers, and volunteers to improve public and underutilized spaces through programming, public art, design projects, and stewardship activities
- Research and development of placemaking strategies, facilitate project realization, manage project timelines and budgets, reporting to stakeholders and funders

- Realized 6 murals (five in NYCHA); guerrilla chalk crosswalk leading to a permanent crosswalk; realized 2 wayfinding signage projects; pop-up events to transform metered parking into a temporary public park; 2 NYCHA community gardens; Marcus Garvey Village Youth Club House, activation of a vacant lot to a teen center using shipping containers; an outdoor photo gallery installation; and led 8 park improvement projects
- Led and managed large-scale urban planning and space activation events engaging over 2500+ residents
- Development and capacity building for Friends of Brownsville Parks leading to an Anchor Park $30 million capital investment from the City to renovate Betsy Head Park
- Research and development of the Brownsville Community Land Trust

Creative Director
ORE Design + Technology, New York, NY 2013 - 2015

- Research, development, and project management of an urban farm at JetBlue in Terminal 5 JFK airport, and led design-build projects such as MGB POPS, a pop-up shipping container market in Brownsville, Brooklyn, and ReNewLots, a community art space in East New York sponsored by Arts East New York and the NYC Economic Development Corporation, and a concession stand in Brooklyn Bridge Park

Contributing Designer 2006 - 2012
- Collaboration on socially conscious and sustainable design solutions, including a jacket to aid homelessness, and a modular lighting system from reclaimed PVC

Project Director
Fung Collaboratives/Lance Fung Gallery 2003 - 2013

- Led the development of 7 large-scale temporary exhibitions, multiple public programs, and lectures in coordination with arts organizations, artists, vendors, city, state and cultural partners, and the arts community
- Managed project timelines and budgets of over $10 million annually
- Trained and supervised project interns, volunteers, docents, and on-site staff
- Led exhibition research and development, including artists, sites, brand identity, and design
- Researched and sourced materials, vendors, and labor for projects.
- Managed local constituents and press outreach

Project Director, Artlantic
- 2013 Atlantic City | Development and creation of work by Peter Hutchinson, Jedediah Morfit, and Robert Lach.
- 2012 Atlantic City | Development and creation of a public art park by Robert Barry, Ilya & Emilia Kabakov, John Roloff, Kiki Smith, and Balmori Associates.

Project Team, SITE Santa Fe Biennial: Lucky Number Seven
- 2008 Santa Fe | Construction of works for Martí Anson, Erick Beltrán, and Scott Lyall; artist teams Fabien Giraud & Raphaël Siboni, Eliza & Nora Naranjo Morse, and Rose B. Simpson, and participation in performance for Shi Qing

Project Team, The Snow Show
- 2006 Torino | Construction of Jaume Plensa & Norman Foster's *Where are You*, Paola Pivi & Cliostraat's *Untitled*, Yoko Ono & Arata Isozaki's *Penal Colony*
- 2003, 2004 Finland | Construction of Tatsuo Miyajima's & Tadao Ando's *Iced Time Tunnel* and Anish Kapoor's & Future Systems' *Red Solid* in Finland 2004, preparation for symposium
- 2003 New York City | Project exhibition in The Scandinavia House

GrowNYC, New York, NY 2001 - 2012
- Worked with Directors and outreach staff to implement various public programs and events including building and maintaining community gardens, plant sales, clothing collections, compost collections, community exchange events, and green environmental fairs in public spaces including Union Square Park
- Coordinated public outreach efforts to connect New Yorkers with program services and additional resources
- Graphic designer for outreach materials for ongoing programs and special events including posters, flyers, print and web advertisements, e-newsletters, event signage, and other promotional materials

Contract Supervisor/ Office Manager, Office of Recycling Outreach & Education
- Managing budgets, reports, and monthly contract invoicing
- Coordinated volunteer outreach for events, monthly orientation, and outreach and maintained database
- Introduced public art initiatives, with its success leading to partnerships with local artists, galleries, and agencies such as the Department of Environmental Protection and Freshkills Park Alliance.
- Organized annual fundraisers including outreach, coordinating silent auction and catering, managing ticket sales and guest list, and coordinating setup and breakdown

Administrative Assistant, Open Space Greening Program

- Assisted the Director with drafting and editing fundraising proposals.
- Collected data and built maps documenting vacant lots, street trees, farmers markets, and community garden data for OasisNYC, one of the first online maps documenting open space in NYC
- Support for establishing and conducting community garden projects, and produced educational materials

SKILLS

- Public Speaking, Negotiation, Teamwork, Research & Strategic Planning, Human-Centered Design, Co-Design, Project Management, Community Organizing, Meeting Facilitation, Event Production, Fundraising, Grant Writing
- Adobe Creative Suite, Microsoft Office Suite, AutoCAD, ArcGIS (Geographic Information Systems), QuickBooks.
- Welding, Shop Fabrication, Film and Digital Photography, Graphic design, Hand drawing.
- Mac and PC proficient.
- Additional Languages: Cantonese

EDUCATION

Master of Public Health
Johns Hopkins Bloomberg School of Public Health, Baltimore, MD June 2024 - Diploma expected 2027
Bloomberg American Health Initiative Fellow

Bachelor of Arts
Hunter College, New York, NY Fall 03 - Spring 09
Graduated Magna Cum Laude, Focus in Painting, Installation, and Sculpture

AFFILIATIONS, CERTIFICATIONS, & AWARDS

- Coro Neighborhood Leadership, 2017
- Friends of Brownsville Park, Co-Chair
    - 2016 It's My Park Borough Award for Brooklyn
- MOTI Brownsville Innovation Lab, Community Advisory Board
- HPD Brownsville Plan, Community Advisory Committee
- Brownsville East New York Food Advisory Council
- Brownsville Community Land Trust Advisory Council

Pat Cioffi

Strategic Organizational Leader

Rutherford, NJ 07070
thepcp@gmail.com
917-727-0010

Experienced Organizational Strategist with over 25 years implementing and optimizing Real Estate, Facilities, Administration, Project, Risk and Operations Management primarily for influential non-profit corporations.

SENIOR DIRECTOR OF REAL ESTATE AND ADMINISTRATIVE OPERATIONS
CENTER FOR JUSTICE INNOVATION, New York, NY
June 2023 to Present

Center for Justice Innovation is a community justice organization that centers safety and racial justice in partnership with communities and courts. Responsible for all aspects of the real estate, project management, and maintenance of over 40 sites and administration of internal systems. As a member of the senior leadership team, work closely with executive team to strategize organizational improvements.

- Responsible for all organizational properties including lease negotiation and management, expansions, contractions and site improvements.
- Oversee all property management issues including improvements, maintenance and expense management.
- Oversee Risk Management portfolio including most commercial lines such and General and Professional Liability, Auto, Excess, D&O, Cyber and Crime coverage. Oversee most claims, work closely with broker to improve coverage.
- Construction management of new sites, repairs, expansions and city-funded improvement projects.
- Development and oversight of capital procurement process including purchases of vehicles, furniture, equipment, and systems. Create RFPs for copiers, cabling, security equipment and guards, design and construction professionals.
- Oversight of org-wide safety protocols and policies.

DIRECTOR OF REAL ESTATE AND FACILITIES OPERATIONS
CHILDREN'S AID - New York, NY
July 2013 to June 2023

Children's Aid is a multi-services agency that provides support to New York City's most needy children through direct client services. Promoted to Senior Leadership Team in 2019. This position is responsible for the Facilities strategic planning and day to day oversight of Children's Aid's 40 NYC sites and the operations teams that manage them.

- Provide strategic leadership for all Facilities, Operations and Real Estate responsibilities of the agency through effective collaboration with Leadership Team members, program managers and operations staff. The department's primary goal is to create a safe, attractive, highly functional and healthy workplace for the staff, children and families that come to our sites and to provide a responsive level of support to the program.

- Direct day to day operations management for all 40 Children's Aid sites. Areas of supervision include Project Management, Operations, Compliance, Security, Budgeting, Technology and Repair for agency locations throughout four boroughs of New York City, inclusive of agency owned buildings, leased spaces, NYCHA buildings and DOE schools.

- Oversee organizational security, interact with elected officials, community organizations, supervise active shooter and safety in the field training, oversee site safety plans and drills, and respond to emergencies. Maintain inventory of emergency equipment, safety plans and response teams at each location.

- Manage all renovation, construction, furniture, and leasing projects throughout all sites. Sites rage widely from a standalone Charter School to four floor Harlem HQ, to school based health clinics and child welfare locations, integrate technological needs within all sites.

- Manage and improve facilities services including, supply chain, reception, administrative operations, ticketing and security services.

- Manage compliance team to make sure all sites are up to date with regard to DOB, DOH, ECB, DOE and DOF requirements. Review all sites and projects for compliance and take appropriate actions to resolve discrepancies.

- Manage a diverse group of 40+ staff members, create training sessions, talent management strategy and career tracks, and oversee progressive discipline where necessary. Develop succession plan.

- Oversee division procurement: develop RFPs, bids, contracts, and proposals for construction and facilities-related services. Negotiate and administer contracts with outside vendors, architects, and others.

- Management of real estate portfolio, overseeing all leases, deeds, acquisitions, dispositions and relocations throughout agency. Negotiate improvements, lease alterations and renewals, tax abatements, CAM charges and oversee property management.

OPERATIONS MANAGER
KPMG - New York, NY
May 2012 to July 2013

KPMG LLP, the U.S. audit, tax and advisory services firm, operates from 87 offices with more than 23,000 employees and partners throughout the U.S. Its purpose is to turn knowledge into value for the benefit of its clients, people, and the capital markets.

- Tasked with direct supervision of customer support units within KPMG's Headquarters Operations Division, serving 3,500 staff. Directly manage all Service Centers, Operations Helpdesk, and reception team. Oversaw interior facilities improvements.

- Managed, trained, developed and oversaw 11 direct reports across several administrative departments. Worked closely with senior administrative managers to assist in cross-programmatic project management and policy implementation. Improve all aspects of customer service to diverse 3,500 NY based staff.

OPERATIONS MANAGER
INDUSTRIAL ECOLOGY CAPITAL MANAGEMENT - Englewood, NJ
April 2010 to May 2012

Capital investment company specializing in the acquisition and development of sustainable water firms and builds capital and develops investor relationships to fund these and other similar clean tech projects.

- Created and managed the start-up corporate facilities infrastructure for multi-office sustainable water construction and utility company, currently encompassing 20 employees across several national offices with a $2.6 million operational budget.

- Oversaw all office operations, facilities, space planning, technology, staff onboarding, outsourcing and other vendor management, internal communications and investment coordination for branch offices.

- Executed renovations, office moves, repairs and purchases. Managed IT applications, data storage, equipment purchasing, and vendor selection, disaster recovery and security operations. Initiated and implemented travel policies and related administrative process.

DIRECTOR OF ADMINISTRATION
ENVIRONMENTAL DEFENSE FUND- New York, NY
January 2001 to March 2010

International $100M lobbying and resource advocacy firm dedicated to protecting and maintaining the global environment through legal, legislative, mass social awareness and grassroots mediums.

- Real Estate and Facilities Management. Managed national and international facilities and lease administration including NYC and San Francisco headquarters and over 300,000 square feet of rented properties. Negotiated new leases and extensions, oversaw space planning and relocations including LEED Certified interior projects in Washington, New York and San Francisco.

- Operations Management. Created, managed and forecasted $8 million dollar facilities, administration and capital budgets. Developed disaster recovery, emergency, security and first response policies and procedures for all offices. Developed training program for office managers and facility staff for emergency response. Served as EDF's principal procurement agent, creating RFPs and negotiating contracts for FF&E, maintenance contracts, capital improvements and other services within strict budgetary guidelines. Reviewed vendor performance for renewals or corrective action and incorporated sustainable requirements for vendors.

- Personnel Management. Supervised 10 managers and over 25 support staff nationally, conducted yearly reviews, developed progressive discipline protocols, made salary recommendations and outlined educational approaches to better develop talent.

Education

Bachelor of Arts - William Paterson University

Skills

Project, personnel management, procurement, budget and forecasting. Certified in CPR, First Aid, Active Shooter, real estate negotiations, internal communication management. Expert computer skills including MS Office Suite, MS Project, Visio. Experience with grant writing, fundraising, and records management.

KWAMAIN DIXON

OUTREACH & ENGAGEMENT SPECIALIST

ABOUT ME

Dynamic Outreach & Engagement Specialist with extensive experience in community outreach and resource lingage. Proven ability to drive participation in justice awareness programs and facilitate collaborative support networks

CONTACT

914-453-1291

kdixon@innovatingjustice.org

1 Penn Central Railroad 2nd Floor

New Rochelle NY 10801

SKILLS

- Program development
- Community outreach
- Resource linkage
- Conflict resolution
- Effective communication
- Social perceptiveness

LANGUAGE

- English

OUTREACH & ENGAGEMENT SPECIALIST

New Rochelle Community Justice Center | New Rochelle, New York | December 2023- Current

- Faclitated community engagemet programs that increased justice awareness and encouraged participation among residents.
- Coordinated events that connected residents with essential local justice resources and services, enhancing access to suport.
- Collaborated with local organizations to build and strengthen community support networks for justice advocacy.

EDUCATION

Lehaman Collage 2025 - Current
Social Work

New Rochelle High School 1990-1994
High School Diploma

Hello

My name is [Dasha]
Darya Zlochevsky (she/her).
I am a Research enthusiast
based in Brooklyn, NYC.

CURRICULUM VITAE

Contact

Email: **dzlochevsky@nycourts.gov**

Hello

Dasha (she/her) is a researcher, designer, and artist. She is passionate about research, facilitation, building relationships, community & social justice.
Her areas of interests are centered around social determinants of health, resilient people & communities. She tackles wicked problems with systems thinking and human-centered design.
And reads dystopian novels that provoke to think about the consequences of our creations.

Education

2021 School of Visual Arts
MFA Design for Social Innovation

2018 Columbia University
MA, Psychology

2013 John Jay College
of Criminal Justice
BA, Double Major:
Psychology & Law

Strengths

Design Research	Storytelling	Project Management
Prototyping	Facilitation Workshops	Systems Mapping
Ethnographic Research	Cross-channel Collaboration	Quantitative & Qualitative Research Methods
Cultural Probes	Structured & Unstructured Interviews	

Software

SPSS	DSI Studio	Keynote
MATLAB	Qualtrics	Microsoft Office
R	Adobe	Google Suite

Languages

English	Ukrainian	Russian

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CURRICULUM VITAE

Contact

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Experience

Principle Research & Data Associate
Center for Justice Innovation
Data Analytics and Applied Research Department (DAAR)
November 2021-Present

Responsibilities:
Creating logic models to assist in data discussions.
Implementation of data management systems and data processes.
Setup of data systems.
Metrics development to track activities and assess outcomes based on understanding of programs, community and staff input, existing literature and cutting edge practices in the relevant fields.
Oversee research/evaluations, fieldwork, data analysis, reporting, and metrics tracking.
Work with project director and programs staff to set priorities for research and data collection, and promote data-driven program operations.
Coordinate and work with program staff and senior management to write funding proposals and plan and implement new programs.
Liaise with other Center sites to translate the data processes and metrics developed for the program and assist those sites with incorporating them.
Track and analyze the impact of the programs work with the community and with individuals.
Extract, code, clean, and analyze data from large databases.
Oversee and/or produce statistical reports and analysis (e.g. regarding program volume, service linkages or compliance rates)
Directly supervise DAAR staff at associate and senior associate levels.
Work individually and collaboratively on a small team within the larger department.
Work closely with team management to streamline, document, and standardize data management and analysis practices across Community Development and Crime Prevention programs at the Center.
Serve as Principal Investigator (PI) on research projects and coordinate with external research partners.
Conduct and/or oversee proficient analytic and writing work in all stages of the research process.
Coordinate with development staff and fiscal staff on contracts and data deliverables.

UX Researcher for Ukrainian Digital Tool
United States Holocaust Memorial Museum
Freelance
May 2021-September 2021

Responsibilities:
Conducted interviews with ukrainian students & educators.
Conducted user testing with ukrainian students & educators.
Designed and lead participatory research activities with ukrainian students & educators.
Selected research methods.
Planned research activities.
Synthesized research findings.
Worked with a multidisciplinary team and across various departments.
Designed and presented research findings to stakeholders.
Provided deliverables.

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CURRICULUM VITAE

Contact

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Experience

Research and Brain Bank Coordinator
Columbia University Medical Center
Department of Neurology, Movement Disorders
05/2019-Present

Lab Projects: The influence of on electrical Neuromodulation in human behaviors including impulse control utilizing a combination of diffusion tensor imaging (DTI), a neuropsychological battery, and quality of life measures; Observational and clinical trials research of spinocerebellar ataxias; The use of instrumental footwear that performs out of the lab measurements on subjects walking patterns.

Responsibilities:
Selection of appropriate research methods based on project/goal.
Survey design and selection of assessment tools for studies based on research psychometric properties.
Conducting statistical analyses using multivariate methods.
Data entry, data clean up, and database maintenance.
Subject recruitment, screening, enrollment and running research visits.
Administering neuropsychological, behavioral, motor, and medical screening questionnaires.
Conducting structured and semi-structured interviews.
Writing, editing and submitting grants and manuscripts.
Conducting in-depth literature reviews.
Supervise research assistant, medical students and volunteers.
Present at research meetings and conferences.

Research Associate
New York Psychiatric Institute, Columbia University
Division of Epidemiology
07/2015-4/5/2018

Lab Projects: Studies in the SubSaharan Africa, Gacaca trials mental health impact, apartheid, suicide in perpetrators, Intergenerational Transmission of Trauma, Intimate Partner Violence, antisocial behaviors and empathy in post-conflict societies.

Responsibilities:
Field research in Rwanda (Kigali & Butare) in January 2017 for second wave longitudinal study on post genocide mental health outcomes in the community samples of victims, accused and bystanders.
Supervised local interviewers, and sitting in on interviews during visits to the village.
Back and forward translation of assessments and interview packet, according WHO standards of practice.
Subject and interviewer randomizations.
Rating Scale selection based on knowledge of the field, literature reviews, psychometric properties, and feasibility.
Conducted meta-analyses and database cleanup.

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Experience

Research Assistant
John Jay College of Criminal Justice,
Department of Forensic Psychology
September 2015-May 2016

Lab Projects: Psychopathy in police and FBI, psychometric properties of psychopathy assessment instruments for youth, psychopathy cross-culturally, subtypes of psychopathy in youth, women, and police, comparing student, police and corporate samples, successful psychopathy.

Responsibilities:
Assisted the lab and thesis students in data entering, cleaning, checking, random checking, analysis, check20.
Edited thesis papers, posters, presentations.
Reviewed project questionnaires, and accurately transcribed data from the questionnaires onto coding forms.
Consulting with project team on coding practices, and maintaining records of all communications regarding suggested changes.
Working closely with project team.
Attending regular research meetings.
Performing other project-related activities as required.

Faculty Advisor: Diane Falkenbach PhD

Undergraduate Research Assistant
Department of Criminal Justice
John Jay College of Criminal Justice
2013-2014

Study: A Community Justice Approach to Probation: Evaluating the NYC New Model of Probation

Responsibilities:
Processed/Analyzed qualitative data.
Provided aid in data collection activities such as interviews and internet research.
Prepared presentations on core subject matters for use in meetings.
Writing up coded data.
Communicated with supervisors, peers, or subordinates.
Documented/recorded information.

Faculty Advisors: Kevin Barnes-Ceeney PhD, & Jeff Mellow PhD.

Administrative Assistant
Department of Neurology
NYU Langone Medical Center
July 2013-October 2014

Responsibilities:
Provided project support.
Received, classified, reconciled and consolidated data.
Updated & maintained physicians and administrator's calendars.
Assisted managers with special projects as needed including building renovations and office relocation.
Provided administrative support to the department.
Ordered and checked resources and purchases for the team.
Booked workshops and events and ordered resources / supplies.
Worked within a budget, in order to secure facilities and other expenses for events.
Reimbursements, contracts and accounts.
Help produce proposals, plans and reports.
Scheduled meetings and prepared presentations.

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Experience

Undergraduate Research Assistant
Department of Forensic Psychology
John Jay College of Criminal Justice
2012-2013

Study: Moderators of Lineup Administrator Expectancy Effects on Eyewitness Identification Accuracy

Responsibilities:
Analyzing participant videos.
Data coding & data entry.
Handled and protected confidential and sensitive data with integrity.
Assisted in article review.
Transcribed and coded over 2000 videos of photo lineup.
Analyzed the impact of a subtle and direct administrator cues in perpetrator identification during lineup.

Faculty Advisor: Margaret Bull Kovera PhD

Intake Coordinator
Interborough Developmental and Consultation Center
(Outpatient Community Mental Health Clinic)
July 2011-July 2013

Responsibilities:
Helped to establish procedures and protocols pertaining to the Intake Department.
Developed and implemented tools and procedures in order to monitor project progress and evaluate impact.
Attended administrative meetings.
Community outreach and engagement.
Trained staff, and helped implement intake procedures in other clinic locations.
Coordinated the referral and intake process.
Formed an empathic connection with callers and engaged them in treatment.
Over the phone and in-person risk assessment and crisis intervention.
Determined appropriate level of care.
Referred patients to other facilities.
Maintained ongoing communication with referral sources (hospitals, foster care agencies, community based clinics, law offices).
Worked with a multicultural population, adults, adolescents, and children.
Assisted in preparing and submitting reports or assignments as needed to meet organizational initiatives.
Case assignment.
Working with clinicians, administrative staff, and clerical to best suit the patient’s needs.

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CURRICULUM VITAE

Contact

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Publications

Gan, S.R., Wang, J., Figueroa, K.P., Pulst, S.M., Tomishon, D., Lee, D., Perlman, S., Wilmot, G., Gomez, C.M., Schmamann, J., Paulson, H., Shakkottai, V.G.,Ying, S.H., Zesiewicz, T., Bushara, K., Geschwind, M.D., Xia, G., Subramony, S.H., Ashizawa, T., Kuo, S.H. (2017) **Postural Tremor and Ataxia Progression in Spinocerebellar Ataxias.** *Tremor and Other Hyperkinetic Movements.*

Kuo S.H., Kuo P.H., Wang, J., Y Lo, R., Figueroa, K.P., Tomishon, D., Pulst, S.M., Perlman, S., Wilmot, G., Gomez, C.M., Schmahmann, J.D., Paulson, H., Shakkottai V.G., Ying,S.H., Zesiewicz, T., Bushara, K., Geschwind, M., Xia, G., Subramony, S.H., Ashizawa, T. (2017) **Dystonia and Ataxia Progression in Spinocerebellar Ataxias.** *Parkinsonism & Related Disorders.*

Lai, R.Y., Tomishon, D., Figueroa, K.P., Pulst, S.M., Perlman, S., Wilmot, G., Gomez, C.M.,Schmamann, J., Paulson, H., Shakkottai, V.G.,Ying, S.H., Zesiewicz, T., Bushara, K., Geschwind, M.D., Xia, G., Subramony, S.H., Ashizawa, T., Kuo, S.H. (2019). **Tremor in the Degenerative Cerebellum: Towards the Understanding of Brain Circuitry for Tremor.** *The Cerebellum.*

Nwabuobi, L.; Tomishon, D.; Shneider, N.; Fahn, S.; Vonsattel, JP.; Cortes, E. (2019). **Multiple system atrophy with predominant striato-nigral degeneration and TDP-43 pathology: an unusual variant of MSA (MDCP-19-0083)**. *Movement Disorders Clinical Practice*

Swaner, R. Zlochevsky, D. Boswell, S. (2022) "Keep Showing Us That You're Here for Us": Rockaway Youth Talk About Safety, Justice, and Programming. Center for Justice Innovation

Thesis:

Tomishon, D., (2018) **PTSD Symptoms in a Community Sample Victims and Accused at Gacaca Courts after the 1994 Rwanda Genocide Against the Tutsi.**

Poster presentations

Vanegas-Arroyave, N., Gazes, Y., Tomishon, D., Boehme, A., Stern, Y. **Tractographically defined subthalamic connectivity is associated with apathy in Parkinson's disease and healthy subjects**. **Presented at 2018 Movement Disorders Society & 2019 PSG Meeting*

KARENANN CARTY, Ed.D.

(914) 879-3521 kcarty@monroeu.edu

EXECUTIVE SUMMARY

Exceptional academic leader with a strong record of teaching, leadership, collaboration and innovation spanning the full educational spectrum. As Senior Vice President and Chief Academic Officer for a distinctive multi-campus institution of higher education, I am responsible for the overall quality of the educational experience for 600 faculty, 8,000+ students and 70+ academic programs encompassing certificates and associate, bachelor's and master's degrees.

In recognition of the breadth and depth of its academic programs, Monroe College earned University status from New York State Education Department August 1, 2024 and was officially renamed Monroe University. Monroe University is known for its nation-leading outcomes in access, affordability, and attainment for first-generation college students, underrepresented populations, newly arriving immigrants, and international students

PROFESSIONAL HISTORY

Monroe University, 2019-Present
Senior Vice President, Academic and Student Affairs

Select responsibilities and accomplishments:
- report directly to the president in leading the University's strategic planning efforts and implementing the 2023-2028 strategic plan
- collaborate with a team of vice presidents, deans, and program directors, to advance the goals of seven schools and ensure excellent teaching/learning outcomes for more than 70 academic programs
- provide direction and oversight in the areas of academic assessment and compliance, registrar, academic technology, library and academic support services, retention, student life, student services, and first year experience
- head a team of student affairs vice presidents, deans, and directors in ensuring strong retention, effective academic advising, and a range of student wellness and engagement programs and services
- expanded programs, staffing, and facilities for clinical disciplines in our School of Allied Health Professions and School of Nursing in accord with the strategic plan
- in collaboration with the school dean, program directors, and faculty, reframed the School of Criminal Justice as the School of Criminal and Social Justice, to reflect the expansion of academic and co-curricular programming

Monroe College, 2011-2018
Vice President, Academic Affairs (2014-2018); *Associate Vice President, Academic Affairs* (2011- 2014)

Select responsibilities and accomplishments:
- overall responsibility for the strategic direction of the Office of Academic Affairs and the quality of academic life for faculty, students, and academic administrators across three campuses, seven schools, general education, developmental education, and academic support services
- responsible for academic integrity, quality of instruction, and learning outcomes for academic programs leading to certificates, associate degrees, bachelor's degrees, and master's degrees

- collaborated with the Office of Student Affairs to launch a comprehensive First Year Experience program to ensure a smooth transition for graduates from New York City high schools to college, enhance the academic and extra-curricular life for first-year students, improving fall-to-fall retention from 66% to 74% in the first two years
- served as the College's Accreditation Liaison Officer for the Middle States Commission on Higher Education
- earned new programmatic accreditations for education (CAEP) nursing (ACEN), business and accounting (ACBSP), and culinary arts (ACF)
- co-chaired the College's Strategic Planning Steering Committee and the Middle States Accreditation Self-Study Steering Committee
- established and implemented the DREAM Project (Debt Reduction, Education and Management), a college-wide initiative focused on responsible student borrowing and the integration of financial literacy education across the curriculum; Monroe College has a three-year student loan default rate consistently well below the national average for all institutions.

Monroe College, 2001-2011
Dean of Academic Services, New Rochelle Campus (2004-2011);
Associate Academic Dean (2002-2004); *Director of Academic Services* (2001-2002)

Select responsibilities and accomplishments:
- ensured the quality of instruction and the integrity of the curriculum on the New Rochelle campus by collaborating with deans of the schools and chairs of the academic departments
- enhanced student outcomes and retention by implementing intentional programs and services on the New Rochelle campus
- provided direct oversight for academic support services, library, student services, international student programs, student development, and the student health center
- served on president's executive cabinet, strategic planning committee, academic assessment committee, and self-study planning group.
- chaired the Curriculum, Standards and Compliance Committee, which reviews all proposed new programs and changes in curriculum across schools and academic departments
- established and developed a comprehensive Honors Program to enhance the educational experience for highly performing students and prepare them for graduate-level studies. Since its inception, approximately 500 students have earned the Honors Program diploma, 36 students have presented their research at the National collegiate Honors Conference, and 85 have presented at the Northeast Regional Honors Conference.
- created the Monroe College EASE Program, an intensive associate-degree curriculum for international and local English Language Learners. The program facilitated a pathway to matriculation for more than 750 English Language Learners and the expansion of the college's international student populations.
- collaborated with the campus leadership team to build a sustainable on-campus housing program that began with 182 students and evolved into a comprehensive residence life program serving 1100 students, about half of whom were international students.

The College of New Rochelle, 1987-2001
Assistant Vice President, Student Development (1999-2001); *Director of Campus Activities* (1988-1999); *Assistant Director of Campus Activities/Residence Director* (1986-1988)

Select responsibilities and accomplishments:

- building on my experience as an engaged undergraduate student leader, launched my career in higher education at my alma mater by assuming a progressively expanding scope of responsibility
- supervised student activities and budgeting functions, from management of the student center, to delivering multicultural programming, to overseeing student government and publications
- developed and implemented training programs for student leaders, paraprofessionals, and professional staff
- planned special events and ceremonies for class milestones, founders' day, family weekend, and commencement
- implemented a high impact leadership-based, retention-driven student orientation program that included a weekend outdoor team-building experience
- managed residence life personnel, operations, facilities, and programs
- managed technical and coordinating functions of college calendar and facilities reservation system
- in collaboration with the classics department, co-created and team-taught an honors course entitled *Heroes and Leaders*

Middle School and High School Teacher, 1982-1986

- The Ursuline School, New Rochelle, NY; mathematics, grades seven to ten
- Our Lady of Perpetual Help, Pelham Manor, NY; mathematics & science, grades seven and eight
- Blessed Sacrament Elementary School, New Rochelle, NY; grades six and eight

SELECT AFFILIATIONS, AWARDS AND COMMUNITY INVOLVEMENT

- President, Board of Directors, Songcatchers, Inc., a non-profit organization that provides intergenerational music education, instrument lessons, and enrichment for newly arriving immigrants and families of limited financial means, 2000-present
- President, New Rochelle Council of Community Services (NRCCS), 2022-present
- Served on Alumni Advisory Board, Executive Doctoral Program, University of Pennsylvania Graduate School of Education, 2013-2015
- College representative and conference presenter, Association of Proprietary Colleges, 2002-2014
- Community Leadership Award, Meals-on-Wheels of New Rochelle, 2015
- Woman of Excellence Award, New Rochelle Chamber of Commerce, 2013

EDUCATION

Ed.D. University of Pennsylvania, Higher Education Management, June 2010

Dissertation: Trajectories of Black Men from Baccalaureate Degree Attainment through Career Transition

Chair: Dr. Shaun Harper

M.A. Teacher's College, Columbia University, Higher Education/Student Personnel Administration, May 1992

B.A. The College of New Rochelle, Mathematics and Education, May 1982

Guylaine Harrison, Esq.

(347) 564-3711

guylaine@optonline.net

LEADERSHIP

A dedicated and proven leader with over thirty years of combined experience in business, law, and education. Strong advocate for access, affordability, and equal opportunity in education. Collaborative force for criminal justice reform, domestic violence advocacy, restorative justice, emergency preparedness, and social mobility.

EDUCATION

—

St. John's University School of Law
Juris Doctor, 2007
Partial Academic Scholarship

Hofstra University
Master of Business Administration, Concentration in Finance, 1993
Full Academic Scholarship

The American University, Bachelor of Science, Finance, 1992
Partial Academic Scholarship

EXPERIENCE

04/2018 – Present
Monroe University
Dean, School of Criminal and Social Justice (SCSJ)
Monroe University Board of Trustees - Advisory Member
Middle States, Monroe University Self-Study - Co-Chair Standard VII: Governance, Leadership, and Administration
Title IX, Judicial Hearing Officer
Academic Affairs Council, Member

- Lead the SCSJ with creative vision and innovation to support student success and positive outcomes.
- Motivate, supervise, and hire all SCSJ staff and undergraduate and graduate faculty.
- Review, develop, and expand the curriculum and course offerings for SCSJ undergraduate and graduate programs.
- Expand and maintain external partnerships with local agencies, entities, and international law enforcement agencies.
- Responsible for the annual budget, annual assessment, annual school plan, annual faculty observations, and semester schedules.
- Responsible for co-curricular programming, initiatives, and retention of SCSJ students.
- Expand and support a Restorative Justice model for student-centered support and conflict resolution.

08/07 – 04/18

Monroe University

Faculty, King Graduate School & School of Criminal and Social Justice (SCSJ)

- Taught various graduate and undergraduate criminal justice courses on-site and online.
- Developed and revised curriculum and learning objectives for criminal justice courses.
- Courses taught: The U.S. Supreme Court, Constitution & Criminal Law, Comparative Criminal Justice Systems, Perspectives on Mass Incarceration and the Death Penalty, Criminal Law, Criminal Procedure and Practice, American Legal Systems, Diversity in the Criminal Justice System, Urban Poverty and The Family, Criminology, Victimology and Research Methods. Courses were structured to promote critical thinking and incorporated case analysis and project-based work.
- Faculty Advisor Amnesty International: Advised students on domestic and international human rights projects and initiatives. Actively supervised student projects and supported student leadership roles.

7/07 – 08/10

Law Offices of Rohan F. Harrison

Associate

- Handled many aspects of general practice, including litigation and transactional law.
- Casework included divorce; criminal defense; wills and real estate, including representing residential and commercial buyers, sellers, lenders, and title companies in real estate closing transactions, church incorporation, and official 501 (c)(3) designation.
- Developed alternate dispute resolution division which included family mediation and collaborative law.

2/00 – 7/07

First Choice Abstract, Inc.

Vice-President, Finance

- Prepared annual budget based on projected revenues and expenses.
- Prepared financial reports and summaries for quarterly audits with three parent companies.
- Performed monthly accounting, including general ledger, escrow accounts, escrow trial balance, and income/expense reports.

- Ensured compliance with state regulations on escrow accounts.

2/96 – 2/00
Bear Stearns
Vice- President, Municipal Bond Research

- Provided analytical support and buy/sell recommendations to institutional sales and trading personnel.
- Provided analytical support to the Public Finance department on municipal bond proposals.
- Responsible for compliance and providing clearance on municipal bond deals for bidding (15c2-12).
- Conducted technical research on special redemption features of municipal housing bonds and conducted independent research and monitoring of public power utilities.
- Held Series 7 & Series 63 licenses.

7/95-2/96
Chemical Securities
Municipal Credit Analyst

- Provided analysis on the creditworthiness of revenue and general obligation bonds.
- Made recommendations to the public finance department on the feasibility of upcoming public finance deals.
- Presented bond market analyses at various training sessions for sales staff.

1/94-7/95
Dean Witter Discover & Co.
Municipal Bond Analyst

- Completed advanced training program in public finance, retail trading, and municipal bond research.
- Reviewed outstanding municipal credits for the retail system.
- Published weekly bond market commentary for internal retail activity.

KEY SKILLS

Advocacy/Partnerships
Conflict Resolution
Student Development
Curriculum Design
Project Management
Budget Planning & Implementation

COMMUNICATION

- Participated as an educational stakeholder in the NYC Regional Task Force on Human Trafficking Virtual Forum hosted by Assemblyman Brian Maher and Assemblywoman Mary Beth Walsh. (2024)
- Commencement Speaker, St. Barnabas High School (2023)

- Association for Proprietary Colleges – Panelist, Connecting with Students for Engagement in Various Modalities: Inspiring a deeper love for learning in higher education (2022)
- Brooklyn Job Corps, Speaker and Panelist on Career Opportunities (2022- 2023)
- Law Day Webinar Panelist, Davis, Saperstein, & Solomon, Law School: The Road to Success (2022)
- Royal Police Force of Antigua (2020) – Presentation to members of the law enforcement community at the closing ceremony
- Monroe University Symposium (2020)- Panelist – Discussion on the death of George Floyd and police accountability
- Conducted a workshop on parenting and child developmental milestones for the college community (2020)
- Moderator, DiVA Talk (2019)
- Yaphank Correctional Facility – Presentation to incarcerated women (2019)
- Professional Development presentation at Monroe University (2019) – Engaging Students when discussing controversial topics
- Quoted in Bronx Times (2013) for legal opinion on freedom of speech and social media
- BronxNet (2010) – Featured in a local television discussion on Supreme Court ruling involving 5th Amendment rights
- The Fair Use Doctrine: How effective is it in limiting an author's exclusive rights? Directed Research, St. John's University School of Law (2006)
- Geico's Perspective: The Psychic Prison & Political Metaphors, Directed Research, Hofstra University (1992)
- The Murder Offender: Serial & Mass Murderers, Directed Research, The American University (1990)

ACCOMPLISHMENTS

- Created and developed the BS in Emergency and Disaster Management Program
- Created and developed the SCSJ True Crime – Blind Justice Podcast (10 episodes)
- Created and developed the Paralegal Certificate Program
- Created Security Officer Professional Development proposal and courses for 32BJ
- Completed External Program Evaluation for a small university.

- Successfully led renaming of the School of Criminal Justice to the School of Criminal and Social Justice
- Awarded plaque by WESTCOP for written submission in honor of victims and survivors for National Crime Victims' Rights Week (2025)
- Hosted and honored Lynelle Maginley-Liddie, NYC Department of Correction Commissioner (2024)
- Hosted Enough is Enough Series in collaboration with the Bronx District Attorney's Office (2024)
- Supported student voter engagement and registration efforts at Monroe University (2024)
- Led efforts to grant the Monroe University Community Peace Legacy Award to community organizations during the annual celebration of the International Day of Peace (2023 - present)
- Received Citation of Merit from Bronx Borough President Vanessa L. Gibson for the SCSJ's advocacy and work to support domestic violence and intimate partner violence awareness (2022 & 2025)
- Collaborated with Senator Bailey's Office on Human Trafficking Awareness programming (2022 – present)
- Created and developed various elective courses that reflect emerging issues and themes in communities: (1) Restorative Justice Principles and Practices, (2) Exploring the Dynamics of Hate Crimes: Past, Present, Future, (3) Racial Trauma and the CJ System
- Appointed SCSJ faculty and students to the Equal Justice Committee, Bronx (2021-2022)
- Hosted and honored Michelle Alexander, author of The New Jim Crow: Mass Incarceration in the Age of Colorblindness (2021)
- Collaborated with the National Association of Women Judges to host the Color of Justice Program for high school and college students interested in law school (2021 – present). The SCSJ was featured in the 2023 New York State Unified Court System – Civic Engagement Compilation catalog.
- Hosted and honored local law enforcement and human service professionals at the Community Heroes Black History Month event (2021)
- Hosted Dermot Shea, NYPD Commissioner at a virtual event (2021)
- Hosted John Mueller, Commissioner of the Yonkers Police Department (2021)
- Hosted Pierina Sanchez – Candidate for City Council 14th District (2021)
- Hosted and honored Chief Juanita Holmes (NYPD), Commanding Officer Olufunmilola Obe, (NYPD), and

- Rosemarie Maldonado, Deputy Commissioner of Trials (NYPD) for Women's History Month (2021)
- Hosted and planned a 5-month virtual series of Domestic Violence Symposiums in collaboration with Safe Horizon, Montefiore Health Systems, the Bronx Borough President's Office, and the Violence Intervention Program
- Created and developed the Enhanced Law Enforcement Training Curriculum for the Royal Police Force of Antigua (2020)
- Created and developed the proposal and curriculum for the Master of Science in Forensic Psychology program (2020)
- Created and developed the NYPD Executive Master's in Criminal Justice Proposal and Curriculum (2020)
- Hosted and planned the Restorative Justice Symposium at Monroe University (2020)
- Hosted and planned DiVA Talk Symposiums (2019 - present)
- Wrote proposal to OASAS to offer CASAC in the online platform (2020)
- Collaborated with a colleague to create and develop the Civic Studies undergraduate minor (2019)
- Hosted and planned the Men of Excellence Awards Ceremony at Monroe University (2019)
- Hosted and planned the Women of Excellence Awards at Monroe College (2019)
- Hosted Council Member Ritchie Torres on a discussion of Right to Know legislation at Monroe University (2019)
- Collaborated with Senator Bailey's Office on CAPSLOC - Bridging the Gap between Law Enforcement and the Community (2019)
- Created and developed Homeland Security Concentration for the MS in CJ program (2018)
- Hosted and planned the Bail Reform Symposium at Monroe University (2018)
- Collaborated and partnered with St. John's University Ronald H. Brown Law School Prep Program for College Students (Prep Program) to expose Monroe University students to the rigor and curriculum of law school. Three Criminal Justice students completed the Prep Program. One Monroe University graduate completed law school and passed the Florida Bar examination. She is working as a Public Defender. Two other Monroe University graduates received law school scholarships and completed their legal studies.

VOLUNTEER/CONFERENCES

- NYC Emergency Management Community Emergency Response Team (CERT), Member, Bronx Division
- Member of the Bronx Consortium on Maternal and Infant Health
- Former Board Member, St. Barnabas High School
- Former Board Member, First Steps to Heal
- 26th Annual Federal Emergency Management Higher Education Conference, Emmitsburg, Maryland (2024)
- Bronx Domestic Violence and Gender-Based Advisory Council (2019 - present) - Member
- Complete Count Committee, New Rochelle (2019) - Sworn member of the Complete Count Committee. Assisted with the U.S. Census effort in the City of New Rochelle
- Executive Mentor for former EdD candidate at St. John Fisher College (2019 - 2023)
- New York State – Red Flag Law Conference (2019)
- Youth Shelter Program of Westchester Gala (2019 - 2023)
- Restorative Justice Training, Project Reset (2019)
- Cullen & Dykman – Mediation Advocacy Techniques and Practice (2018)
- Association of Proprietary Colleges Conference (2017)
- Fordham University School of Law – Neuroscience and the Law
- Women Confronting ISIS Conference – CUNY School of Law (2015)
- Amnesty International Northeast Regional Conference at Boston University (2015)
- Accompanied students on field trips to visit active maximum and medium security prisons to enhance the curriculum and educational experience. Prisons visited include Sullivan Correctional Facility, Fishkill Correctional Facility, Sing Sing Correctional Facility, and Eastern State Correctional Facility (2012-2015)
- Model UN Competition: Coached students for a Model UN competition. Attended the Model UN Competition at Pennsylvania State University in February 2013. One of Monroe University's competing students received a Commendation Award for her role as the Minister of Economics for Iran.
- Mission Trip: Traveled to Jamaica, W.I., through the Mustard Seed Charity. Supervised students on a ten-day mission trip in April 2013 to serve disabled young adults and young children suffering from HIV/AIDS.
- Volunteer Attorney for the Honorable Judge Sandra B. Edlitz (2010) - Wrote decisions on child support and custody matters. Advised Judge Edlitz on cases during preliminary proceedings and conferences.
- Cluster, Westchester Mediation Center - Mediated various types of cases referred by the courts for mediation. (2010-2021)

License/Certifications

- Member in Good Standing of the New York State Bar
- NYC Emergency Community Emergency Management Team Training & Certification
- Various FEMA Certifications granted by the National Disaster & Emergency Management University – Emergency Management Institute
- NYC Paralegal Association Member (2023 - Present)
- Alpha Phi Sigma, The Criminal Justice Honor Society, Member (2023 – Present)
- Mental Health Training Certification (2019)
- Restorative Justice Training – Project Reset (2019)
- ICWLE– Training Certificate for Women in Law Enforcement Summit (2019)
- Certified by The National Institute of Health (NIH) Office of Extramural Research on "Protecting Human Research Participants."
- New York State-certified training in Custody and Visitation Mediation as approved by the New York State Office of Court Administration (2007)
- New York State-certified training in Community Mediation as approved by the New York State Office of Court Administration (2007)

MONROE UNIVERSITY

2501 Jerome Avenue
Bronx, New York 10468
Tel: 718.933.6700

434 Main Street
New Rochelle, New York 10801
Tel: 914.632.5400

May 15, 2026

Adam F. Ross, Deputy Commissioner
Department of Finance
151 North Avenue
New Rochelle, New York 10801

Dear Mr. Ross:

On behalf of Monroe University, I am pleased to provide this letter of support for the Center for Justice Innovation's proposal in response to the City of New Rochelle's 11 Garden Street Community Space Operator Solicitation. Founded in 1996, the Center for Justice Innovation (Center) is a community justice organization that builds safety and racial justice in partnership with communities, legal systems, and the people most impacted. The Center is well-positioned to meet and exceed the City of New Rochelle's expectations for operations at 11 Garden Street.

In New Rochelle, the Center works to expand access to opportunity, strengthen community well-being, and build long-term pathways for education, employment, entrepreneurship, and stability by bridging the gap between government and community members, ensuring the people most impacted by their city's transformation can grow in unison. For example, its Opportunity Youth Part initiative works to resolve misdemeanor or felony charges for young adults who are unemployed or underemployed, not in school, and disconnected from beneficial services. And to address the needs of high school students at risk of criminal legal involvement, the Center's Youth Justice and Equity Team provides intervention and education for alongside training and capacity building for community partners.

The Center's work in New Rochelle – and the work detailed in its proposal – draws on the Center's deep well of experience in designing, building, and scaling community-based justice and public safety solutions. This work includes the design, planning and implementation of Community Justice Centers across New York City (in Brownsville, Brooklyn, the South Bronx, and Far Rockaway Queens). These Community Justice Centers work side-by-side with community members to respond to local needs and build safer, more resilient communities.

Founded in 1933, Monroe University, formerly known as Monroe College, proudly serves more than 9,000 students per year in three campus locations (Bronx, New Rochelle, and St. Lucia in the Caribbean), as well as virtually and fully online. The institution offers more than forty (40) academic programs leading to certificates, associate degrees, baccalaureate degrees, and master's degrees. Monroe University is accredited by the Middle States Commission of Higher Education.

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Monroe University fosters collaborative relationships grounded in a student-centered culture and a commitment to continuous improvement, where students are encouraged to develop as ethical leaders and engaged citizens through meaningful service to their communities.

Over the course of many fruitful years, Monroe University and the Center have developed and strengthened a meaningful partnership to serve the community and the youth. Through this partnership, young people are offered job training, mentorship, access to affordable education, and interventions connected to the criminal justice system.

Through our affiliation with the Center, we have witnessed Judge Jared Rice's leadership in making the Opportunity Youth Part (OYP) a beacon of hope for many young adults. The OYP is impactful, and serves as a national model for transformative community justice.

The OYP recognizes the unique socio-economic challenges some youth face while offering meaningful opportunities based on second chances. Adhering to the principles of accountability, OYP participants are given the opportunity to honestly reflect on their past choices and to make amends. They are supported in these endeavors and provided with essential services, mentorship, and resources that help redirect the trajectory of their lives toward stability, opportunity, and long-term success.

By investing in the potential of youth, the OYP also invests in the New Rochelle community by strengthening pathways to education and employment, while fostering safer, healthier, and more resilient neighborhoods.

At a practical level, our partnership is broad and connects our students to supervised internship opportunities and sustainable employment opportunities both in the New Rochelle City Court and with other partners in the Center's ecosystem. By working alongside the OYP and community stakeholders, we are privileged to support the youth and to reduce barriers to opportunities and resources.

The Center has a long history of successfully and sustainably integrating preventative, restorative, and informed programming for youth, adults, families, and entrepreneurs. I sincerely encourage your careful consideration of the New Rochelle Community Justice Center's proposal for this opportune space.

Sincerely,

Karenann Carty

Dr. Karenann Carty
Senior Vice President, Academic and Student Affairs

RESOLUTION NUMBER: **Item # 19.**

City of New Rochelle

Development

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Adam Salgado, Development Commissioner
Subject:	PROPOSED AUTHORIZATION OF PRIVATE ARTS BETTERMENT FUNDS FOR STABILIZATION AND PRESERVATION OF THE FORMER NEW ROCHELLE PUBLIC LIBRARY AT 662 MAIN STREET – Ordinance authorizing the transfer of $156,254 from the Private Arts Betterment Fund for the stabilization and preservation of 662 Main Street, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

Background:
The former New Rochelle Public Library at 662 Main Street is one of the City's most architecturally and historically significant civic buildings. Constructed with funding from Andrew Carnegie, the building opened as New Rochelle's first dedicated public library in 1914 and served the community until 1979. It is one of only three Carnegie-funded library buildings still standing in Westchester County.

Designed by noted library architect Albert Randolph Ross, formerly of McKim, Mead & White, the building is a distinguished example of Neo-Classical Revival architecture, with Corinthian columns and prominent classical detailing. Its significance derives not only from its history as a public institution, but from the architecture itself and its longstanding role in New Rochelle's civic and cultural life.

In recognition of this significance, the City Council adopted Resolution No. 122 on June 14, 2016, formally designating 662 Main Street as a historic landmark. The designation specifically recognized the building's unique architectural character, its significance as a remaining Carnegie-funded public library, and its historic role as New Rochelle's public library from 1914 through 1979.

The City is undertaking necessary work to stabilize and preserve the property while developing a long-term strategy for its adaptive reuse.

Issue
Additional funding is needed to continue stabilization and preservation of the building, including the purchase and installation of security equipment to prevent unauthorized entry, vagrancy, illegal occupation, and further deterioration.

The proposed source is the Private Arts Betterment Fund, a City trust fund supported by contributions from private developers made in lieu of acceptable public art improvements. Use of these funds is appropriate because 662 Main Street is itself a significant architectural and cultural asset, and its preservation directly advances the City's broader investment in arts and cultural infrastructure.

This work also supports the City Council's previously authorized effort to establish a long-term arts and cultural use for the building. By Resolution No. 2026-15, adopted February 10, 2026, the City Council authorized submission of an application to the National Endowment for the Arts Design & Our Town program for the Hagedorn Building Arts & Cultural Planning Project. The resolution specifically contemplated development of an operator and governance framework and preparation of a Request for Expressions of Interest to identify a qualified long-term operator aligned with the City's cultural, economic development, and community objectives.

Recommendation
Staff recommends that City Council:
1) Authorize the use of $156,254 from the Private Arts Betterment Fund to support continued stabilization, preservation, security improvements, and related work at the former New Rochelle Public Library at 662 Main Street. These investments will protect an important architectural and cultural resource while the City advances a long-term plan to restore the building to active use as part of New Rochelle's arts and cultural infrastructure.
2) Amend Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026 as follows:

Decrease Trust Account
TA.031.1150 Private Arts Betterment Fund ($156,254)
Increase Revenue
1621.5048.26061 Interfund Arts, Betterment $156,254
Increase Expenses
1621.20000.26061 Major Renovations $156,254

Attachments:
None

RESOLUTION NUMBER: **Item # 19.**
MEETING DATE: September 15, 2026

LEGISLATION

ORDINANCE AUTHORIZING THE TRANSFER OF $156,254 FROM THE PRIVATE ARTS BETTERMENT FUND FOR THE STABILIZATION AND PRESERVATION OF 662 MAIN STREET, AND AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026.

WHEREAS, the former New Rochelle Public Library at 662 Main Street is one of the City's most architecturally and historically significant civic buildings and it was constructed with funding from Andrew Carnegie, the building opened as New Rochelle's first dedicated public library in 1914 and served the community until 1979. It is one of only three Carnegie-funded library buildings still standing in Westchester County; and

WHEREAS, it was designed by noted library architect Albert Randolph Ross, formerly of McKim, Mead & White, the building is a distinguished example of Neo-Classical Revival architecture, with Corinthian columns and prominent classical detailing and its significance derives not only from its history as a public institution, but from the architecture itself and its longstanding role in New Rochelle's civic and cultural life; and

WHEREAS, in recognition of this significance, the City Council adopted Resolution No. 122 on June 14, 2016, formally designating 662 Main Street as a historic landmark. The designation specifically recognized the building's unique architectural character, its significance as a remaining Carnegie-funded public library, and its historic role as New Rochelle's public library from 1914 through 1979; and

WHEREAS, the City is undertaking necessary work to stabilize and preserve the property while developing a long-term strategy for its adaptive reuse; and

WHEREAS, additional funding is needed to continue stabilization and preservation of the building, including the purchase and installation of security equipment to prevent unauthorized entry, vagrancy, illegal occupation, and further deterioration; and

WHEREAS, this also supports the City Council's previously authorized effort to establish a long-term arts and cultural use for the building. By Resolution No. 2026-15, adopted February 10, 2026, the City Council authorized submission of an application to the National Endowment for the Arts Design & Our Town program for the Hagedorn Building Arts &

Cultural Planning Project.

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

Section 1. The City Council hereby authorizes the use of $156,254 from the Private Arts Betterment Fund to support continued stabilization, preservation, security improvements, and related work at the former New Rochelle Public Library at 662 Main Street.

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

Decrease Trust Account
TA.031.1150 Private Arts Betterment Fund ($156,254)

Increase Revenue
1621.5048.26061 Interfund Arts, Betterment $156,254

Increase Expenses
1621.20000.26061 Major Renovations $156,254

RESOLUTION NUMBER: **Item # 20.**

City of New Rochelle

Development

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Adam Salgado, Development Commissioner
Subject:	PROPOSED ACCEPTANCE OF 2026 IVORY PRIZE FOR HOUSING AFFORDABILITY FINANCIAL AWARD TO THE CITY OF NEW ROCHELLE – Ordinance authorizing the City Manager to accept the award of \$50,000 to the City of New Rochelle as a Co-Winner of the 2026 Ivory Prize for Housing Affordability and to execute all necessary award documents, and amending Ordinance No. 198 of 2025, the Budget of the City of New Rochelle for 2026.

Background: The City of New Rochelle was formally named in May 2026 as a co-winner of the prestigious and highly competitive Ivory Prize for Housing Affordability and was recently notified about the prize award of $50,000.

The Ivory Prize is sponsored by Ivory Innovations, an operating foundation and academic research center based at the University of Utah, that is dedicated to catalyzing and supporting innovations in housing affordability. The Prize is intended to recognize the most innovative, feasible, and scalable housing production and housing preservation solutions for addressing the nation's affordability challenges in the categories of Construction & Design, Policy, and Finance.

The City was recognized as a co-winner with Chattanooga, TN in the Policy Category for proving that supply-forward local housing policy can help stabilize rents, even in high-growth markets.

The Ivory Prize Advisory Board, which includes national experts and leaders across the housing and residential development sector, selected New Rochelle for zoning and permitting innovations as part of a comprehensive framework to promote public-private development that has accelerated mixed-income housing production citywide.

The Prize announcement specifically noted the Downtown Overlay Zone plan, form-based codes, and streamlined 90-day approval process for compliant projects that have catalyzed the creation of more than 4,500 new homes since 2020, making New Rochelle one of New York's fastest-growing cities, while its median rent declined as rents surge nationally.

The 2026 Ivory Prize winners will be honored in person at the annual Ivory Prize Summit, an event that gathers leaders in the housing and residential development sector ranging from local, state and federal government officials to key public, private and non-profit stakeholders. This year's Ivory Prize Summit will take place on October 14-15 in Tempe, AZ.

Issue:
In order to proceed with the acceptance of the Ivory Prize award, City Council must formally accept the awarded funds and authorize the City Manager to execute all required agreements and documentation with Ivory Innovations.

Recommendation:
Staff recommends that City Council:

1. Accept the 2026 Ivory Prize award in the amount of $50,000;
2. Authorize the City Manager to execute and submit all agreements and documents necessary to receive the prize award of $50,000; and
3. Amend the Budget of the City of New Rochelle for 2026 to allocate the $50,000 to be received from the prize award.

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

Increase Revenue:

6989.2703.26063	Ivory Prize Grant	$50,000.00

Increase Expense:

6989.46000.26063	Ivory Prize Grant	$50,000.00

Attachments:
None

RESOLUTION NUMBER:
MEETING DATE: September 15, 2026

Item # 20.

LEGISLATION

ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT THE AWARD OF $50,000 TO THE CITY OF NEW ROCHELLE AS A CO-WINNER OF THE 2026 IVORY PRIZE FOR HOUSING AFFORDABILITY, AND AMENDING ORDINANCE NO. 198 OF 2025, THE BUDGET OF THE CITY OF NEW ROCHELLE FOR 2026.

WHEREAS, the City of New Rochelle was formally named in May 2026 as a co-winner of the prestigious and highly competitive Ivory Prize for Housing Affordability and was recently notified about the prize award of $50,000; and

WHEREAS, the Ivory Prize is sponsored by Ivory Innovations, an operating foundation and academic research center based at the University of Utah, that is dedicated to catalyzing and supporting innovations in housing affordability and the Prize is intended to recognize the most innovative, feasible, and scalable housing production and housing preservation solutions for addressing the nation's affordability challenges in the categories of Construction & Design, Policy, and Finance; and

WHEREAS, City Council approval is required to formally accept the 2026 Ivory Prize award and authorize execution of the agreement and related documents by the City Manager, 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 Ivory Prize for Housing Affordability award in the amount of $50,000, awarded to the City of New Rochelle.

Section 2. The City Manager is hereby authorized and directed to execute and submit all agreements, as well as any related contracts, amendments, certifications, or documents necessary to accept the prize award of $50,000, 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:

Increase Revenue:
6989.2703.26063 Ivory Prize Grant $50,000.00

Increase Expense:
6989.46000.26063 Ivory Prize Grant $50,000.00

RESOLUTION NUMBER: **Item # 21.**

City of New Rochelle

Development

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Adam Salgado, Development Commissioner

Subject: PROPOSED AMENDMENT TO CHAPTER 270 OF THE CODE OF THE CITY OF NEW ROCHELLE RE: SIGNS, AWNINGS, CANOPIES, AND MARQUEES – Ordinance amending Chapter 270, Signs, of the Code of the City of New Rochelle.

Background: Blade signs, awnings, canopies, and marquees are important storefront elements that support business visibility, pedestrian orientation, and streetscape quality. In pedestrian-oriented commercial corridors, blade signs help customers identify businesses from the sidewalk and from a distance along the block, while awnings and canopies contribute to storefront identity, weather protection, architectural character, and brand expression. These elements are often critical to helping a business open with appropriate visibility and present itself professionally from day one.

The City's current sign regulations do not clearly allow projecting signs, commonly referred to as blade signs, or awnings, canopies, and marquees to be approved administratively as routine, code-compliant storefront improvements. While projecting signs are referenced through dimensional and clearance requirements, the code does not clearly establish them as a distinct permitted sign type in the Table of Permitted Signs. In addition, the current code requires prior approval from the Municipal Arts Commission for marquees, canopies, and fixed or movable awnings before a permit may be issued, including for certain repair, recovering, or replacement work.

As a result, otherwise straightforward storefront improvements may require an additional discretionary review step before a Building Permit can be issued. This adds staff time, increases time and cost burdens for business owners, and may delay a business's ability to open with the signage and facade elements needed for identification, customer access, and early success.

After reviewing the existing code, past applications, and historical Municipal Arts Commission approvals, staff has identified clear parameters and guardrails that would allow routine blade signs and awnings to be reviewed administratively, while preserving referral to the Municipal Arts Commission when design, scale, materials, placement, or visual impacts warrant further review.

Issue:
The current code creates ambiguity and unnecessary procedural complexity for common storefront elements that are important to business identification and pedestrian-oriented commercial activity. First, the code limits wall signs per street frontage but does not clearly distinguish blade signs as a separate sign type. This creates interpretive challenges, including whether blade signs count toward wall sign allowances and how they should be regulated in relation to adjacent signs, pedestrian clearances, and building frontage conditions. Second, the Table of Permitted Signs does not include separate rows for projecting signs under all nonresidential zones and uses.

The proposed amendment addresses these issues by establishing projecting signs as a distinct permitted sign type, clarifying standards for placement, spacing, clearance, and obstruction, and creating an administrative review pathway for code-compliant blade signs and awnings. This framework provides a clearer, faster, and more predictable process for business owners, reduces unnecessary administrative burden, and supports timely business openings and storefront improvements while maintaining appropriate design oversight.

Recommendation:
Staff recommends that City Council take the following actions:

1. Refer the proposed changes to the Municipal Arts Commission;
2. Declare itself Lead Agency for the purposes of an environmental review pursuant to the State Environmental Quality Review Act (SEQRA). The Short Environmental Assessment Form (SEAF) is attached; and,
3. Approve this amendment per comments from the Municipal Arts Commission.

Attachments:
1. Short Environmental Assessment Form Part 1
2. Short Environmental Assessment Form Part 2 & 3
3. MAC Board Letter of Support

RESOLUTION NUMBER: **Item # 21.**
MEETING DATE: September 15, 2026

LEGISLATION

ORDINANCE AMENDING CHAPTER 270, SIGNS, OF THE CODE OF THE CITY OF NEW ROCHELLE, TO ESTABLISH PROJECTING (BLADE) SIGNS AS A PERMITTED SIGN TYPE AND TO STREAMLINE THE REVIEW OF AWNINGS, CANOPIES, AND MARQUEES.

WHEREAS, projecting (blade) signs, awnings, canopies, and marquees are important storefront elements that enhance business visibility, support pedestrian- oriented commercial districts, and contribute to the architectural character and vitality of the City's business corridors; and

WHEREAS, Chapter 270 (Signs) of the Code of the City of New Rochelle does not clearly establish projecting (blade) signs as a distinct permitted sign type and requires discretionary review of certain routine storefront improvements that could otherwise be reviewed administratively; and

WHEREAS, the proposed amendments to Chapter 270 will establish projecting (blade) signs as a permitted sign type, clarify standards governing their location, size, clearance, and placement, revise the Table of Permitted Signs, and authorize administrative approval of qualifying blade signs, awnings, canopies, and marquees while preserving Municipal Arts Commission review for applications involving design, scale, materials, placement, or other visual impacts warranting discretionary review.

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

Section 1. § 270-4. Marquees, Canopies and Fixed or Movable Awnings, of Chapter 270, Signs, of the Code of the City of New Rochelle is hereby amended as follows:

§ 270-4. Marquees, Canopies and Fixed or Movable Awnings.

F. Marquees, canopies and fixed or movable awnings.

(1) [Marquees, canopies and fixed or movable awnings are prohibited unless approval is first obtained from the Municipal Art Commission. The design of all new marquees, canopies and awnings shall be subject to the prior approval of the Municipal Art Commission, which may request their redesign if the proposed design is not appropriate to the architecture of the building to which they are proposed to be attached and/or to the

architecture of neighboring buildings in the surrounding area.] Marquees, canopies and fixed or movable awnings shall be permitted subject to the requirements of this section and applicable provisions of this chapter. [There shall also be obtained from the Building Official a permit] A permit shall be obtained from the Building Official for the erection and construction of any fixed or movable awning, canopy or marquee over any public property. The annual license fee shall be as set forth in § 133-1 of Chapter 133, Fees. Awnings, canopies and marquees that comply with the standards of this section may be approved administratively by the Building Official or designee and shall not require prior approval by the Municipal Art Commission.
The Building Official or designee may refer any application to the Municipal Art Commission for review where the proposed design, scale, materials, or placement is not consistent with the building's architecture or may impact the visual harmony of adjacent buildings or the surrounding streetscape.

(2) Fixed awnings, canopies and marquees located at least seven feet six inches above the sidewalk may project not closer than two feet to the curbline; but if the lowest portion of such marquee or fixed awning is located 13 1/2 feet or more above the sidewalk, it may project to the vertical plane through the curb.

(3) [Awnings, canopies or marquees shall be subject to all sign regulations, including prior approval by the Municipal Art Commission.] Awnings, canopies and marquees shall be subject to all applicable sign regulations set forth in this chapter.
No awning, canopy, or marquee shall be installed so as to obstruct, conceal, or materially interfere with the visibility of any adjacent lawful sign, storefront identification, building entrance, window display, or required means of egress.

(4) The recovering of awnings and the substantial repair of marquees and canopies [shall be subject to the prior approval of the Municipal Art Commission. There shall also be obtained from the Building Official a permit for the recovering of awnings and the substantial repair of marquees and canopies.] shall require a permit from the Building Official.
Where such work results in a material change to the design, color, signage, materials, or overall appearance, or where the proposed work does not conform to the requirements of this section, the Building Official or designee may refer the application to the Municipal Art Commission for review prior to issuance of a building permit.
The annual license fee shall be as set forth in § 133-1 of Chapter 133, Fees.

Section 2. § 270-8. General Requirements, of Chapter 270, Signs, of the Code of the City of New Rochelle is hereby amended as follows:

§ 270-8. General Requirements.

H. Notwithstanding anything to the contrary contained in this chapter:

(5) A sign attached to a building, wall, or structure that projects horizontally or at a right

angle more than 12 inches from the face of the wall shall be permitted in all commercial and mixed-use districts.

(a) One projecting sign per business per street frontage shall be permitted.

(b) Projecting signs with two faces shall be considered one sign.

(c) Projecting signs shall not be included in the calculation of the maximum number of wall signs permitted per frontage.

(d) Projecting signs shall comply with the dimensional and clearance requirements set forth in § 270-8B.

(e) Maximum sign area shall be 9 square feet per face.

Section 3. § 270-9. Design and Lettering, of Chapter 270, Signs, of the Code of the City of New Rochelle is hereby amended as follows:

§ 270-9. Design and Lettering.

B. Lettering shall be no larger than 16 inches. If a sign consists of more than one line, the cumulative total of all lines shall be no larger than 24 inches.

(1) The cumulative lettering limits for the total of all lines set forth above shall not apply to projecting signs.

E. Where a building contains more than one store or use, all store units or uses in that building shall have a similar design and placement of signs.

(1) Projecting signs located on the same block frontage shall maintain a consistent relationship in mounting height and projection depth.

(2) A minimum horizontal distance of ten (10) feet shall be maintained between projecting signs on the same building frontage or block frontage, unless otherwise approved as part of a coordinated building-wide sign program.

(3) No projecting sign, whether new or existing, shall be placed so as to obstruct, conceal, or materially interfere with the visibility of any adjacent lawful sign, storefront identification, building entrance, window display, or required means of egress.

(4) No projecting sign shall have a vertical clearance of less than seven feet six inches (7'6") above any public sidewalk, shall project more than four (4) feet from the building face, or be located closer than six (6) feet to any curbline, consistent with § 270-8B.

Section 4. § 270-23. Table of Permitted Signs, of Chapter 270, Signs, of the Code of the City of New Rochelle is hereby amended as follows:

§ 270-23. Table of Permitted Signs.

270 Attachment 1, Table of Permitted Signs, is amended by adding the following rows following the existing "Wall" row under "All zones other than residential."

Zone	**Use of Signs**	**Kind of Sign**	**Maximum Number of Signs for Any 1 Use**	**Maximum Area of Signs for Any 1 Use**	**Maximum Height of Any Attached Sign (Feet)**	**Maximum Height of Any Detached Sign (Feet)**	**Special Regulations and Exceptions**
<u>All zones other than residential</u>	<u>All zoning uses</u>	<u>Projecting (Blade Sign)</u>	<u>1 per street frontage per use</u>	<u>9 square feet per face</u>	<u>See § 270-8B</u>	<u>N/A</u>	<u>Permit required; permitted in addition to wall signs; shall not be included in the calculation of the maximum number of wall signs permitted per frontage.</u>

Matter [bracketed] deleted.
Matter <u>underlined</u> added.

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 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 Chapter 270 Sign Code Amendments - Projecting (Blade) Signs and Awnings		
Name of Action or Project: City of New Rochelle, New York (citywide; applicable to signage regulated under Chapter 270).		
Project Location (describe, and attach a location map):		
Brief Description of Proposed Action: The City of New Rochelle, with the City Council serving as Lead Agency, proposes amendments to Chapter 270 of the Local Code regarding signage regulations. The amendments formalize projecting (blade) signs as a distinct permitted sign type, add projecting signs to the Table of Permitted Signs, establish dimensional, spacing, placement and obstruction standards, and revise regulations for awnings, canopies and marquees to allow administrative approval for compliant applications while preserving discretionary referral to the Municipal Art Commission where design or streetscape concerns warrant review. No physical site disturbance, construction activity, change in land use intensity, or adverse environmental impacts are anticipated.		
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

	NO	YES
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.	☐	☑
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:	☐	☐

3. a. Total acreage of the site of the proposed action? ________ 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:

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify:	☐	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐
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: ______________________________	☐	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: ______________________________	☐	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: ______________________________	☐	☐
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?	☐	☐
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?	☐	☐
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?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
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 ☐
16. Is the project site located in the 100-year or 500-year flood plain?	NO ☐	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?If Yes,	NO ☐	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:		
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 ☐
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 ☐
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 ☐
21. Is the project located within, or within ½ mile of, a disadvantaged community?	NO ☐	YES ☐
If No, could impacts from the project affect a disadvantaged community?	☐	☐
If Yes to either question in 21, answer the following question. a. Identify the potential pollution impacts of the project, either direct or indirect, that may occur within the disadvantaged community (e.g., wastewater discharges, air emissions, noise, odors, solid or hazardous waste generation or management):		

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

Applicant/sponsor name: Adam Salgado Date: 06/29/26

Signature: [signature] Title: Commissioner of Development

Agency Use Only [If applicable]

Project:	Chapter 270 Sign Code Amendments
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?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
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?	☑	☐
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?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐
12. Is the potentially affected disadvantaged community identified as having comparatively higher burdens or vulnerabilities by the Disadvantaged Community Assessment Tool?	☑	☐
13. Will the proposed action cause or increase a pollution burden within a disadvantaged community?	☑	☐

Agency Use Only [If applicable]
Project: Chapter 270 Sign Code Amendments
Date:

Short Environmental Assessment FormPart 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 1 and 2 of this Short Environmental Assessment Form, the proposed amendments to Chapter 270 of the City Code will not result in any significant adverse environmental impacts. The action is limited to legislative amendments clarifying standards for projecting (blade) signs and awnings, canopies and marquees; establishing administrative review standards; and updating the Table of Permitted Signs. No site disturbance, construction activity, change in land use intensity, impacts to natural resources, traffic, utilities, stormwater, or disadvantaged communities are anticipated.

☐ 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	06/29/26
Name of Lead Agency	Date
Adam Salgado	Commissioner of Development
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer in Lead Agency
Adam Salgado	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

MARISA BOAN
1180 Webster Avenue
New Rochelle, NY 10804
(917) 969-0336
marisaboan@gmail.com

August 19, 2026

Kevin Jimenez
Clerk, Municipal Arts Commission
City of New Rochelle

Re: Proposed Amendment to Chapter 270

Dear Kevin:

As Chair of the Municipal Arts Commission, I have reviewed and support the Department of Development's proposed amendment to Chapter 270 concerning blade signs and awnings.

The proposed legislation will help create a more efficient process for businesses and property owners while supporting the continued vibrancy of New Rochelle's commercial corridors.

Sincerely,

Marisa Boan

Marisa Boan
Chair, Municipal Arts Commission
City of New Rochelle

RESOLUTION NUMBER: **Item # 22.**

City of New Rochelle

Law

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Dawn Warren, Corporation Counsel
Subject:	PROPOSED SETTLEMENT OF CLAIM - Resolution authorizing the settlement of the Matter Entitled Redding v. City of New Rochelle, et.al, in the amount of $151,294.11 (Index No. 23-CV-1007(VB)).

Background:
Resolution authorizing the settlement of the Redding v. City of New Rochelle, et. al, action in the amount of $151,294.11 (Index No. 23-CV-1007(VB)).

Attachments:
None

RESOLUTION NUMBER:
MEETING DATE: September 15, 2026

Item # 22.

LEGISLATION

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE MATTER ENTITLED REDDING V. CITY OF NEW ROCHELLE, ET. AL, IN THE AMOUNT OF $151,294.11 (Index No. 23-CV-1007(VB)).

BE IT RESOLVED, by the Council of the City of New Rochelle, that this City Council hereby authorizes the settlement of the matter entitled Redding v. City of New Rochelle, et. al. (Index No. 23-CV-1007(VB)), in the amount of $151,294.11.

BE IT FURTHER RESOLVED, that the City Manager and Corporation Counsel are authorized to execute all documents and take all actions necessary to effectuate the settlement.

RESOLUTION NUMBER: **Item # 23.**

City of New Rochelle

City Manager

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Wilfredo Melendez, City Manager
Subject:	PROPOSED RESOLUTION APPROVING APPOINTMENTS TO THE NEW ROCHELLE BOARD OF ETHICS - Resolution approving the appointment of to the New Rochelle Board of Ethics by the City Manager.

Background:
The New Rochelle Board of Ethics was established under Section 33-8, Establishment of Board of Ethics, of Chapter 33, Code of Ethics, of the Code of the City of New Rochelle.

The Board of Ethics consists of three members who serve five-year terms of office, one such term expiring each year. Members are appointed by the City Manager subject to approval of the City Council. Only one member of the Board may be an officer or employee of the City of New Rochelle. No more than two members of the Board may be affiliated with the same political party. No member of the Board may hold an officer's position in any political party, except that such person may be a member of a county committee of a political party. The City Clerk shall be the Clerk of the Board of Ethics.

In the event that a vacancy occurs prior to the expiration of the five-year term, such vacancy shall be filled for the balance of such term in the same manner as members are appointed to full terms.

Board Member, William Slade, has resigned effective September 1, 2026 (term expiring January 31, 2029).

Recommendation:
Staff recommends that the City Council adopt a resolution approving the following City Manager appointment:

- Carol Ann Jordan, Esq. - Term Expiring January 31, 2029

Attachments:
None

RESOLUTION NUMBER:
MEETING DATE: September 15, 2026

Item # 23.

LEGISLATION

RESOLUTION APPROVING APPOINTMENT TO THE BOARD OF ETHICS

WHEREAS, the Board of Ethics consists of three members who serve five-year terms of office and are appointed by the City Manager subject to approval of the City Council; and

WHEREAS, William Slade has resigned from the Board of Ethics, effective September 1, 2026 (term expiring January 31, 2029).

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of New Rochelle hereby approves the following City Manager's appointment:

- Carol Ann Jordan, Esq. - Term Expiring January 31, 2029.

RESOLUTION NUMBER: **Item # 24.**

City of New Rochelle

Finance

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Alistair Featherstone, Finance Commissioner
Subject:	PROPOSED REAPPOINTMENT TO THE BOARD OF ASSESSMENT REVIEW – Resolution reappointing Caterina Massaregli to the Board of Assessment Review.

Background:
The Board of Assessment Review (BAR) reviews complaints filed during the formal grievance process by residents pertaining to the assessment of their home. The purpose of the Board is to arrive at fair and impartial decisions regarding assessments of property in New Rochelle.

Members are appointed by the City Council, for a term of five years, and do not include the Assessor or staff from the Assessor's Office. The Board consists of residents who have at least a general knowledge of property values in the community.

Issue:
The term of Board Member Caterina Massaregli expires on September 30, 2026.

Recommended Action:
Staff recommends that the City Council reappoint Caterina Massaregli for a five-year term expiring on September 30, 2031.

Attachments:
None

RESOLUTION NUMBER:
MEETING DATE: September 15, 2026

Item # 24.

LEGISLATION

RESOLUTION (RE)APPOINTING MEMBER TO THE BOARD OF ASSESSMENT REVIEW.

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

The following member is hereby (re)appointed to the New Rochelle Board of Assessment Review for a five-year term expiring September 30, 2031:

Caterina Massaregli (Re-appointed)

RESOLUTION NUMBER: **Item # 25.**

City of New Rochelle

City Manager

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Wilfredo Melendez, City Manager
Subject:	PROPOSED RESOLUTION RE: APPOINTMENT OF COUNCIL MEMBER TO THE NEW ROCHELLE BUSINESS IMPROVEMENT DISTRICT - Resolution appointing Council Member Shane A. Osinloye as the Representative of the City Council to the New Rochelle Business Improvement District (BID).

Background:
The Downtown New Rochelle Business Improvement District Management Association, Inc. was incorporated in 1999 under the New York State Not-for-Profit Corporation Law and was established in conformance with Article 19-A of the New York State General Municipal Law. The Association was formed to carry out the responsibilities and activities established in the Downtown New Rochelle Business Improvement District Plan and to promote and support the BID.

Under the BID By-Laws, membership is divided into four classes: property owners, commercial tenants, residential tenants, and public representatives. The Public Representatives Class includes one representative appointed by each of the City Manager, Commissioner of Finance, and City Council.

The BID is governed by a Board of Directors. The By-Laws provide for three public representatives on the Board, including the representatives appointed by the City Manager, Commissioner of Finance, and City Council. Each public representative serves at the pleasure of the respective appointing authority. In addition, the By-Laws provide that the Public Representative appointed by the Commissioner of Finance shall serve as Treasurer of the Association.

Council Member Albert Tarantino currently serves as the City Council's representative to the BID Board of Directors.

Issue:
Council Member Shane Osinloye has expressed an interest in serving as the City Council's representative to the Downtown New Rochelle Business Improvement District Management Association Board of Directors.

In order to change the City Council's designated representative from Council Member Albert Tarantino to Council Member Osinloye, the City Council must adopt a resolution formally making the appointment. Upon appointment, Council Member Osinloye will serve as a member of the Public Representatives Class and as a voting member of the BID Board of Directors, representing the City Council in matters relating to the governance and activities of the BID.

Attachments:
None

RESOLUTION NUMBER: **Item # 25.**
MEETING DATE: September 15, 2026

LEGISLATION

RESOLUTION APPOINTING COUNCIL MEMBER SHANE OSINLOYE AS THE REPRESENTATIVE OF THE CITY COUNCIL TO THE NEW ROCHELLE BUSINESS IMPROVEMENT DISTRICT (BID).

WHEREAS, the City Council for the City of New Rochelle is represented on the Board of Directors for the New Rochelle Business Improvement District (BID) by one Council Member.

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

Council Member Shane Osinloye is hereby appointed as the representative of the City Council to the New Rochelle Business Improvement District (BID) Board of Directors.

RESOLUTION NUMBER: **Item # 26.**

City of New Rochelle

Development

MEMORANDUM

To:	Honorable Mayor and City Council
Thru:	Wilfredo Melendez, City Manager
Date:	September 15, 2026
From:	Adam Salgado, Development Commissioner
Subject:	PROPOSED RESOLUTION RE: HOUSING CHOICE VOUCHER PROGRAM (SECTION 8) 2027 ANNUAL PUBLIC HOUSING AUTHORITY (PHA) PLAN AND ADMINISTRATIVE (ADMIN) PLAN — Proposed resolution adopting, and approving for submission to HUD, the City of New Rochelle's Housing Choice Voucher Program's (Section 8) 2027 Annual Public Housing Authority (PHA) Plan and 2026/2027 Administrative (ADMIN) Plan (Intro. 7/14/2026; Public Hearing 9/8/2026).

Background: The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires every Public Housing Authority (PHA) to prepare an Annual PHA Plan which is to be submitted to the U.S. Department of Housing and Urban Development (HUD) for the upcoming year.

The 2027 Annual PHA Plan describes the City's progress toward achieving the goals and objectives identified in the 2025–2030 PHA Five-Year Plan. The PHA Annual Plan for 2027 includes a significant amendment related to the implementation of HUD's Housing Opportunity Through Modernization Act of 2016 (HOTMA) Final Rule which overhauls income, asset, and eligibility requirements for Section 8 Housing Choice Vouchers (HCV) and other programs. HOTMA Final Rule reduces administrative burdens for housing agencies and streamlines the tenant certification process. The deadline for the implementation of the changes to HOTMA Final Rule Sections 102 and 104 is also being extended through February 1, 2027.

Additionally, the Plan incorporates program modifications from the 2026 Annual PHA Plan, including policies designed to address projected Section 8 Housing Assistance Payment (HAP) funding shortfalls in accordance with HUD requirements. These policy changes regarding tenant recertifications, rent reasonableness increases and program administration are intended to ensure program costs remain within the limited funding provided by HUD. Terms relative to household definitions and income requirements have also been clarified to improve program administration and compliance.

In addition to the Annual and Five-Year Plan, HUD also requires, under 24 CFR Section 982.54, that a PHA maintain a written Administrative Plan that establishes local policies for administration of the program in accordance with HUD requirements. The 2026/2027 Administrative Plan has been considerably revised to reflect the policy changes described above.

Issue:
The Annual PHA Plan and Administrative Plan are required to be submitted to HUD 75 days prior to commencement of the PHA's fiscal year which is January 1st. Prior to submission, HUD requires a 45-day public comment period, public hearing and incorporation of public comments received on the plan, and City Council approval.

Recommendations:
Staff recommends that the City Council take the following actions:

1. At the July 14, 2026 Committee of the Whole ("COW") Meeting, set a Public Hearing for the September 8, 2026 COW. The 45-day comment period, as required by HUD, will extend from July 24 through September 11, 2026.
2. At the Regular Legislative Meeting on September 15, 2026, adopt a resolution adopting, and approving for submission to HUD, the 2027 Annual PHA Plan and Administrative Plan.

Attachments:
None

RESOLUTION NUMBER:
MEETING DATE: September 15, 2026

Item # 26.

LEGISLATION

RESOLUTION ADOPTING THE 2027 PUBLIC HOUSING AGENCY ANNUAL PLAN AND ADMINISTRATIVE PLAN FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Quality Housing and Work Responsibility Act of 1998 requires each Public Housing Authority to prepare and submit an Annual Public Housing Agency ("PHA") Plan to the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the City has prepared its 2027 Annual PHA Plan, which describes the City's progress toward achieving the goals and objectives set forth in its 2025–2030 Five-Year PHA Plan and incorporates revisions required by HUD, including implementation of the Housing Opportunity Through Modernization Act of 2016 Final Rule and other program administration updates; and

WHEREAS, the City has also prepared its 2026/2027 Administrative Plan, as required by 24 CFR § 982.54, establishing local policies for administration of the Housing Choice Voucher Program in accordance with HUD requirements; and

WHEREAS, the City has satisfied all applicable HUD procedural requirements, including providing a forty-five (45) day public comment period, conducting a public hearing, and considering all comments received prior to adoption of the plans.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of New Rochelle hereby adopts the 2027 Annual PHA Plan and the 2026/2027 Administrative Plan in accordance with the Quality Housing and Work Responsibility Act of 1998; and

BE IT FURTHER RESOLVED, that the City Council authorizes submission of the 2027 Annual PHA Plan and the 2026/2027 Administrative Plan, together with any required certifications and supporting documentation, to HUD; and

BE IT FURTHER RESOLVED, that the City Manager, Commissioner of Development, and such other City officials as may be necessary are hereby authorized to execute and submit such documentation as may be necessary and required to implement and administer the plans and to comply with all applicable HUD requirements.

RESOLUTION NUMBER: **Item # 27.**

City of New Rochelle

Development

MEMORANDUM

To: Honorable Mayor and City Council

Thru: Wilfredo Melendez, City Manager

Date: September 15, 2026

From: Adam Salgado, Development Commissioner

Subject: DAVENPORT NECK ZONING — Requested by Adam Salgado, Commissioner, Department of Development

Discussion in furtherance of last week's Public Hearing.

Attachments:
None