

CITY OF NEW YORK
FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. 1)

RESOLVED, that the Franchise and Concession Review Committee authorizes the New York City Department of Parks and Recreation (“Parks”) to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into a Sole Source License Agreement (“Agreement”) with the Times Square District Management Association, Inc. (“the Alliance”) for the maintenance and operation of Father Duffy Square in Times Square, Manhattan, including the collection of Special Event concession fees. The Alliance shall provide, or cause to be provided, services for the maintenance and operation of the Licensed Premises including the Statuary, Plaza, and the Public Stairs to the reasonable satisfaction of the Commissioner. As set forth in the Agreement, the Alliance shall collect sixty percent (60%) of the Special Event concession fees (“Fees”) from third parties and use all Fees it collects to offset the Alliance’s costs of providing maintenance and operation services under this Agreement. The term of this Agreement shall commence upon Parks’ giving written Notice to Proceed to Licensee and shall terminate on the earlier of **(i)** January 6, 2025, or **(ii)** the termination of the Ticket Stand License.

THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON

November 12,
2015

Date: _____

Signed: _____

Title: Director of the Mayor's Office of Contract Services

issuance.

- The subject concession is a Significant Concession and the Agency included this concession in the Agency's Plan and completed consultations with each affected CB/BP pursuant to §1-10 of the Concession Rules.
- The subject concession was determined not to be a Major Concession and the Agency sent notification of such determination to each affected CB/BP by __/__/__, which was at least 40 days prior to issuance of the solicitation.

If **NO**, check the applicable box below:

- The Agency certifies that each affected CB/BP received written notice by 04/03/2015, which was at least 40 days in advance of the FCRC meeting on 05/13/2015 at which the agency sought and received approval to use a different selection procedure.
- The Agency certifies that each affected CB/BP received written notice on __/__/__, at the time that a notice of intent to enter into negotiations was published for the subject concession, and provided a copy of such notification to the members of the Committee within five days on __/__/__.
- The Agency certifies that based on exigent circumstances the FCRC unanimously approved waiver of advance written notice to each affected CB/BP on __/__/__.

Law Department approved concession agreement on 11/12/2015

Award is a major concession. YES NO

If YES, award was approved pursuant to Sections 197-c and 197-d of the NYC Charter as follows:

CPC approved on __/__/__ City Council approved on __/__/__ or N/A

AUTHORIZED AGENCY STAFF

This is to certify that the information presented herein is accurate and that I find the proposed concessionaire to be responsible and approve of the award of the subject concession agreement.

If the concession was awarded by other than CSB or CSP, additionally check the applicable box below:

- The concession was approved by the FCRC on 11/12/2015.
- The concession was not subject to the approval of the FCRC because it has a term of <30 days and is not subject to renewal.

Name Alexander Han

Title Deputy Director of Concessions

Signature _____

Date __/__/__

CERTIFICATE OF PROCEDURAL REQUISITES

This is to certify that the agency has complied with the prescribed procedural requisites for award of the subject concession agreement.

Signature _____

Date __/__/__

City Chief Procurement Officer

RECOMMENDATION FOR AWARD OF CONCESSION AGREEMENT MEMORANDUM:
CONCESSION AGREEMENT AWARDED BY OTHER THAN CSB OR CSP

SUMMARY OF PROPOSED CONCESSION USE (Attach Proposed Agreement)

The New York City Department of Parks and Recreation ("Parks") intends to seek Franchise and Concession Review Committee ("FCRC") approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into a Sole Source License Agreement ("Agreement") with the Times Square District Management Association, Inc. ("the Alliance") for the maintenance and operation of Father Duffy Square in Times Square, Manhattan, including the collection of Special Event concession fees.

***Instructions:** Provide all information requested below; check all applicable boxes.*

A. SELECTION PROCEDURE

Sole Source

Other *Describe:*

B. NEGOTIATIONS

***Instructions:** Describe the nature of negotiations conducted, including negotiations with respect to the amount of revenue offered.*

The term of this Agreement shall commence upon Parks' giving written Notice to Proceed to Licensee and shall terminate on the earlier of (i) January 6, 2025, or (ii) the termination of the Ticket Stand License.

The Alliance shall provide, or cause to be provided, services for the maintenance and operation of the Licensed Premises including the Statuary, Plaza, and the Public Stairs to the reasonable satisfaction of the Commissioner. Such services shall include keeping and maintaining the Licensed Premises in good condition and repair, in accordance with the provisions of the Agreement. It is currently estimated that the value of such services at Father Duffy Square is close to \$1 million per year. As set forth in the Agreement, the Alliance shall collect sixty percent (60%) of the Special Event concession fees ("Fees") from third parties under Section 2-10 of Parks' Rules and Regulations. The Alliance shall use all Fees it collects to offset the Alliance's costs of providing maintenance and operation services under this Agreement.

C. BASIS FOR AWARD (If sole source award, attach the offer; if other than a sole source award, attach the three highest rated offers, if applicable.)

The agency determined that award of the concession is in the best interest of the City because:

The Alliance, founded in 1992, works to improve and promote Times Square. It cultivates the creativity, energy and edge that have made the area an icon of entertainment, culture and urban life for more than a century. The Alliance is a 501(c)3 not-for-profit organization, accepts tax-deductible contributions, and is governed by a large, voluntary Board of Directors.

In addition to providing core neighborhood services with its Public Safety Officers and Sanitation Associates, the Alliance promotes local businesses; encourages economic development and public improvements; co-coordinates numerous major events in Times Square (including the annual New Year's

Eve and Solstice in Times Square celebrations); and advocates on behalf of its constituents with respect to a host of public policy, planning and quality-of-life issues. The Alliance's district covers most of the territory from 40th Street to 53rd Street between 6th and 8th Avenues, as well as Restaurant Row (46th Street between 8th and 9th Avenue).

The Alliance entered into a Maintenance and Operations Agreement ("Agreement") with Parks in 2006 for Father Duffy Square, a Parks property located between West 46th Street and West 47th Street, and 7th Avenue and Broadway. A new agreement ("Current Agreement"), was executed on December 24, 2014 which expires on December 31, 2015, which includes provisions for the Alliance to perform maintenance of the Public Stairs, the Statuary, and the Plaza, for the accommodation, enjoyment and convenience of the public.

The Current Agreement between the Alliance and Parks contains a revenue sharing provision regarding Special Events that take place at Father Duffy Square. Such events, operated or sponsored by third parties, generate Special Event concession fees ("Fees") for the use of this public space. The Current Agreement stipulates that the Alliance may collect sixty percent (60%) of the fees. The fees are used to offset a portion of the Alliance's costs for providing maintenance and operation services at Father Duffy Square.

The Sole Source License Agreement with the Alliance will continue to allow the Alliance to collect Special Event concession fees, the proceeds of which will be used to offset a portion of the Alliance's costs for providing maintenance and operation services at Father Duffy Square.

Given that the Alliance has demonstrated a decade of commitment to maintaining and improving Father Duffy Square as an integral part of the Times Square district, Parks believes that it is in the best interest of the City to approve a Sole Source License Agreement with the Alliance, rather than award through a competitive solicitation process.

D. **PUBLIC HEARING** **N/A – Subject award NOT a significant concession]**

1. **Publication & Distribution of Public Hearing Notice**

Subject concession is a **Citywide** concession and Agency hereby certifies that a notice containing a summary of the terms and conditions of the proposed concession and stating the time, date and location of the public hearing was published once in the City Record on ___/___/___, which was not less than 15 days prior to the hearing date or a shorter period approved by the CCPO and was given to each affected CB-BP and the Committee Members on ___/___/___, which was not less than 15 days prior to the hearing date. Agency also published a public hearing notice twice in the two newspapers indicated below. A copy of each such notice was sent to each affected CB-BP by ___/___/___.

- _____, a NYC citywide newspaper on ___/___/___ and ___/___/___
- _____, a NYC citywide newspaper on ___/___/___ and ___/___/___

OR

Subject concession is **NOT a Citywide** concession and Agency hereby certifies that a notice containing a summary of the terms and conditions of the proposed concession and stating the time, date and location of the public hearing was published once in the City Record on 10/23/2015, which was not less than 15 days prior to the hearing date or a shorter period approved by the CCPO and was given to each affected CB-BP and the Committee Members on 10/23/2015, which was not less than 15 days prior to the hearing date. Agency additionally published a public hearing notice and summary of the terms and conditions of the proposed agreement in the newspapers indicated below. A copy of each such notice containing a summary of the terms and conditions of the proposed agreement was sent to each affected CB-BP by 10/23/2015.

- New York Post, a NYC citywide newspaper on 10/29/2015 and 11/5/2015.
- West Side Spirit, a NYC local newspaper published in the affected borough(s) on 11/5/2015.
- Our Town, a NYC local newspaper published in the affected borough(s) on 11/5/2015.

2. Public Hearing Date, Exception to Public Hearing Requirement

- A Public Hearing was conducted on 11/9/2015.

OR

- The Agency certifies that the total annual revenue to the City from the subject concession does not exceed one million dollars and a Public Hearing was not conducted because, pursuant to §1-13(q)(2) of the Concession Rules, the Agency gave notice of the hearing and did not receive any written requests to speak at such hearing or requests from the Committee that the Agency appear at the hearing. Furthermore, the Agency certifies that it published a notice in the City Record canceling such hearing on ___/___/___ and sent a copy of that notice to all Committee Members.



Robert Garafola
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for Management, Budget,
and Public Programs

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City of New York
Parks & Recreation

The Arsenal
Central Park
New York, NY 10065
www.nyc.gov/parks

MEMORANDUM

TO: Hon. Gale Brewer, President of the Borough of Manhattan
Wally Rubin, District Manager, Manhattan Community Board #5

FROM: Philip Abramson, NYC Parks Director of Revenue Communications *PA*

SUBJECT: Notice of Joint Public Hearing, November 9, 2015: Intent to Award as a concession the maintenance and operation of Father Duffy Square in Times Square, Manhattan, including the collection of special event concession fees, to the Times Square District Management Association, Inc.

DATE: October 23, 2015

NOTICE OF A JOINT PUBLIC HEARING of the Franchise and Concession Review Committee and the New York City Department of Parks and Recreation to be held on Monday, November 9, 2015 at 22 Reade Street, Borough of Manhattan, commencing at 2:30 p.m. relative to:

INTENT TO AWARD as a concession the maintenance and operation of Father Duffy Square in Times Square, Manhattan, including the collection of special event concession fees, for one (1) potential nine-year term, to the Times Square District Management Association, Inc. ("Licensee") Licensee shall provide, or cause to be provided, services for the maintenance and operation of the Licensed Premises including the Statuary, Plaza, and the Public Stairs to the reasonable satisfaction of the Commissioner. Such services shall include keeping and maintaining the Licensed Premises in good condition and repair, in accordance with the provisions of the Agreement. It is currently estimated that the value of such services at Father Duffy Square is close to \$1 million per year. As set forth in the Agreement, Licensee shall collect sixty percent (60%) of the special event concession fees ("Fees") from third parties under Section 2-10 of Parks' Rules and Regulations. For example, when the Fees charged are \$10,000, Licensee shall collect \$6,000 and Parks shall collect \$4,000. Licensee shall use all collected Fees to offset Licensee's costs of providing maintenance and operation services under this License Agreement.

LOCATION: A draft copy of the license agreement may be reviewed or obtained at no cost, commencing on Monday, October 26, 2015 through Monday, November 9, 2015, between the hours of 9:00 a.m. and 5:00 p.m., excluding weekends and holidays at the NYC Department of Parks and Recreation, located at 830 Fifth Avenue, Room 313, New York, NY 10065.

Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contract Services, Public Hearings Unit, 253 Broadway, 9th Floor, New York, NY 10007, (212) 788-7490, no later than SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD) 212-504-4115

MAINTENANCE AND OPERATION AGREEMENT

BETWEEN

**NEW YORK CITY DEPARTMENT OF
PARKS & RECREATION**

AND

THE TIMES SQUARE DISTRICT MANAGEMENT ASSOCIATION, INC.

DATED: _____, 2015

NYLD Approval No.: _____

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THIS MAINTENANCE AND OPERATION AGREEMENT (this “License Agreement” or “License” or “Agreement”) made this ____ day of _____, 2015, between the City of New York (“City”), acting by and through its Department of Parks and Recreation (“Parks”), having an address at The Arsenal, Central Park, 830 Fifth Avenue, New York, NY 10065 and The Times Square District Management Association, Inc. (the “Alliance” or “Licensee”), a not-for-profit corporation having an address at 1560 Broadway, New York, NY 10036.

WITNESSETH:

WHEREAS, the Parks Commissioner (“Commissioner”), pursuant to Section 533 of the New York City Charter, is charged with the duty to manage and care for all parks under the jurisdiction of Parks, and has the duty to plan, develop, conduct and enter into arrangements, with public or private organizations, for the beneficial use of the people of the City of New York; and

WHEREAS, the City desires to encourage the participation of interested not-for-profit corporations in providing supplemental services, including maintenance, recreational and educational programs, for the benefit of the public; and

WHEREAS, Father Duffy Square, located between West 46th and West 47th Streets and 7th Avenue and Broadway in the Borough of Manhattan, is property under Parks jurisdiction and control and is the site of a discount theater ticket stand (the “Ticket Stand”), the management and operation of which is subject to a License Agreement between Parks and The Theatre Development Fund (“TDF”) dated January 6th, 2006, as same may have been subsequently modified by the parties thereto (the “Ticket Stand License”); and

WHEREAS, pursuant to a Maintenance and Construction Agreement between Parks and the Alliance dated October 10, 2006, and a Funding Agreement between the Alliance and the New York City Economic Development Corporation (“EDC”) of the same date (the “Funding Agreement”), the Improvements, as defined in Section 2.1, herein were funded and constructed; and

WHEREAS, the Commissioner desires to provide for the maintenance of the Licensed Premises, as hereinafter defined and described in the attached **Exhibit A**, including the Public Stairs, the Statuary and the Plaza during the Term of this License Agreement for the accommodation, enjoyment and convenience of the public; and

WHEREAS, the Alliance is the district management association for the Times Square Business Improvement District (“District”), with a mission, inter alia, for improving and enhancing public spaces within the District; and

WHEREAS, Parks and Licensee desire to enter into a License Agreement specifying rights and obligations with respect to the maintenance of the Licensed Premises, including the Statuary, Plaza, and the Public Stairs each as defined in Section 2.1 herein; and

NOW THEREFORE, in consideration of the premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1: GRANT OF LICENSE

1.1 Commissioner hereby grants to Licensee and Licensee hereby accepts from Commissioner this License and the rights and obligations contained herein (a) to maintain the Licensed Premises, including the Statuary, Plaza, and the Public Stairs in accordance with the terms herein and to the reasonable satisfaction of the Commissioner within the Licensed Premises. Licensee shall only have rights and obligations as set forth in this License Agreement.

1.2 Licensee shall obtain any and all approvals, permits, and other licenses required by federal, state and City laws, rules, regulations, and orders, which are or may become necessary to maintain the Licensed Premises in accordance with the terms of this License Agreement. Whenever any act, consent, approval, or permission is required of the City, Parks, or the Commissioner under this License Agreement, the same shall be valid only if it is, in each instance, in writing and signed by the Commissioner or Commissioner's duly authorized representative. No variance, alteration, amendment, or modification of this instrument shall be valid or binding upon the City, Parks, the Commissioner or their agents, or the Licensee, unless the same is, in each instance, in writing and duly signed by the Commissioner or Commissioner's duly authorized representative and the Licensee.

1.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Licensee, but that during the Term, Licensee shall have the use of the Licensed Premises, for the purposes herein provided. Except as herein provided, Licensee has the right to occupy the Licensed Premises, and maintain the Statuary, the Plaza, and the Public Stairs only so long as each and every term and condition in this License Agreement is strictly and properly complied with and so long as the Commissioner does not terminate this License Agreement.

1.4 Licensee shall provide, at all times, free access to the Licensed Premises to the Commissioner or Commissioner's representatives and to other City, State and Federal officials having jurisdiction, for inspection purposes, at reasonable times and with notice to Licensee.

ARTICLE 2: DEFINITIONS

2.1 As used throughout this License Agreement, the following terms shall have the meanings set forth below:

(a) "City" shall mean the City of New York, its departments and political subdivisions.

(b) "Commissioner" shall mean the Commissioner of the New York City Department of Parks & Recreation or his/her designee.

(c) "Funding Agreement" is defined in the Preamble.

(d) “Improvements” shall mean the TKTS Ticket Stand, the Plaza, the Public Stairs, and the Statuary at Father Duffy Square. Improvements shall not include routine maintenance and repairs required to be performed in the normal course of business to the Licensed Premises.

(e) “Licensed Premises” shall mean the area so denoted as Father Duffy Square described in **Exhibit A** attached hereto and shall include (i) the TKTS building (the “TKTS Ticket Stand”), (ii) the street level plaza with new pavement (the “Plaza”), (iii) amphitheater-style seating on top of the TKTS Ticket Stand (the “Public Stairs”), (iv) existing statuary (the “Statuary”).

(f) “Parks” shall mean the New York City Department of Parks & Recreation.

(g) “Special Events” shall mean any event for which Parks has issued a Special Event Permit.

(h) “Year” or “Operating Year” shall both refer to the period between the Commencement Date in any calendar year and the day before the anniversary of the Commencement Date in the following calendar year.

ARTICLE 3: TERM OF LICENSE

3.1 The term of this License Agreement (“Term”) shall commence upon Parks’ giving written notice to proceed to Licensee (the “Commencement Date”) and shall terminate on the earlier of (i) January 6, 2025, or (ii) the termination of the Ticket Stand License.

3.2 Notwithstanding any language contained herein, this License Agreement is terminable at will at any time by the Commissioner upon twenty-five (25) days written notice to Licensee from Commissioner. The Commissioner, the City, its employees, and agents shall not be liable for damages to Licensee in the event that the Commissioner terminates this License Agreement as provided for herein. In the event such notice is not given, this License Agreement shall terminate as described in Section 3.1 of this License Agreement.

3.3 Should Licensee breach or fail to comply with any of the provisions of this License Agreement, any federal, state or local law, rule, regulation or order affecting this License Agreement or the maintenance of the Statuary, the Plaza, and the Public Stairs with regard to any and all matters, Commissioner may in writing order Licensee to remedy such breach or to comply with such provision, law, rule, regulation or order. In the event that Licensee fails to comply with such written notice or commence, in good faith and with due diligence, efforts to comply with such order within fifteen (15) days from the mailing thereof, subject to unavoidable delays beyond reasonable control of Licensee, then this License Agreement shall immediately terminate thereafter. If said breach or failure to comply is material, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, Commissioner, by notice in writing, may revoke and terminate this License Agreement, such revocation and termination to be immediately effective on the mailing thereof.

3.4 Nothing contained in this Article shall be deemed to imply or be construed to represent an exclusive enumeration of circumstances under which Commissioner may terminate this License Agreement.

3.5 Upon expiration or sooner termination of this License Agreement by Commissioner, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against Commissioner, Parks or City.

3.6 Licensee agrees that upon the expiration or sooner termination of this License Agreement, it shall immediately cease all activity pursuant to this License Agreement and shall promptly vacate the Licensed Premises without any further notice by City and without resort to any judicial proceeding by or against the City.

3.7 Licensee shall, on or prior to the expiration or sooner termination of this License Agreement, remove all its personal property from the Licensed Premises. Licensee acknowledges that any personal property remaining on the Licensed Premises after the expiration or sooner termination of this License Agreement is intended by Licensee to be abandoned. Licensee shall remain liable to the City for any direct damages, including the cost of removal or disposal of such personal property should Licensee fail to remove all its personal property from the Licensed Premises on or before the expiration or termination date of this License Agreement.

3.8 If the Licensed Premises shall cease to be under Parks' jurisdiction and, instead, be transferred to another City agency, then this License Agreement shall terminate upon twenty-five (25) days written notice to Licensee.

ARTICLE 4: LICENSEE'S OBLIGATIONS

4.1 (a) Licensee shall provide, or cause to be provided, services for the repair, maintenance, and/or improvement of the Licensed Premises, including the Statuary, Plaza, and the Public Stairs, to the Commissioner's reasonable satisfaction. Such services shall include keeping and maintaining the Statuary, the Plaza, and the Public Stairs in good condition and repair, all in accordance with the provisions of this License Agreement. All such work will be under the supervision of the Vice President of Operations for the Alliance. Notwithstanding anything to the contrary in this License Agreement, the Licensee shall not be responsible for repairing damage caused by Parks; another agency of the City; Special Events and Demonstrations permitted by Parks; a utility company; a break in a water main, sewer, or steam line; flooding; fire; or other emergencies or catastrophes except as provided by the Indemnification requirements set forth in Article 19.3 herein.

(b) Licensee shall maintain or cause to be maintained the Licensed Premises, including the Statuary, Plaza, and the Public Stairs for the accommodation of the public in such manner as the Commissioner shall prescribe and as permitted by the laws, rules, regulations and orders of government agencies having jurisdiction. Licensee accepts the Licensed Premises in its "as-is" condition as of the date hereof and agrees to obtain necessary permits and approvals related to all operations at and maintenance of the Licensed Premises.

4.2 Licensee shall perform or cause to be performed maintenance and repair activities to the Commissioner's reasonable satisfaction, using commercially reasonable efforts to achieve compliance with the ratings for all enumerated categories set forth in the Parks Inspection Program Manual. The Parks Inspection Program Manual ("PIP") is attached hereto as **Exhibit B**, and incorporated herein by reference. Parks reserves the right in the future to extend the requirements of its existing rating system to the Licensed Premises.

4.3 Licensee shall oversee the maintenance and/or repair of the Licensed Premises, including the Statuary, the Plaza, and the Public Stairs in accordance with the standards set forth in this Article 4. All such maintenance and repair shall be performed in a good and workman-like manner.

(a) Cleaning.

(i) Dirt, litter, and obstructions shall be removed as needed, and trash and leaves collected and removed as needed to maintain the Plaza and Public Stairs in a clean, neat and good condition.

(ii) All walkways, sidewalks and all other improvements and facilities of the Plaza and Public Stairs shall be routinely cleaned and maintained to keep such improvements and facilities in a clean, neat and good condition.

(iii) Graffiti shall be regularly painted over or removed, as appropriate to the nature of the surface.

(iv) Drains, sewers, and catch basins shall be cleaned regularly to prevent clogging.

(b) Snow Removal.

(i) Snow and ice shall be removed from all walkways and paved surfaces in accordance with the City of New York Administrative Code § 16-123.

(c) Landscape Maintenance. The following landscape work shall be performed:

(i) Water all trees, shrubs, plantings, and grass-covered areas as necessary to maintain such vegetation in a healthy condition.

(ii) Remove or destroy any weeds from paving blocks, pavement, cobbled and concrete areas.

(d) Repairs. Repairs include, but are not be limited to, the following:

(i) Benches or other seating: Replace broken or missing bench slats and paint benches, except for those on sidewalks, as needed.

(ii) Pavements: All paved surfaces shall be maintained in a safe and attractive condition. To the extent feasible, replacement materials shall match existing materials.

(iii) Painting: All items with painted surfaces shall be painted as needed. Surfaces shall be scraped free of rust or other extraneous matter and painted to match the existing color.

(e) Statuary. The Statuary shall be maintained on a periodic basis in accordance with the methods and standards as established in consultation with Parks' Arts and Antiquities Division.

(f) As provided below and in accordance with current practices, City employees may provide services in connection with such repairs in coordination with the Vice President of Operations for the Alliance. The Alliance shall provide, at its expense, appropriate materials required for the completion of such repairs.

(i) Use of City Employees. Subject to applicable laws, rules, regulations, and contractual provisions, nothing contained in this License Agreement shall preclude City employees from performing services required by Licensee. City employees, as well as Licensee's employees, will work in coordination with the Vice President of Operations for Licensee, who reports to the President of the Alliance and the Parks Borough Chief of Operations.

(ii) Use of City Equipment. Licensee agrees, under supervision of the Parks' Borough Chief of Operations, to exercise reasonable care in the use, operation, and custody of City property, including property and equipment owned or leased by the City, used in the performance of services set forth in this License Agreement.

(g) Public Stairs. The Public Stairs shall be maintained in a safe and attractive condition. To the extent feasible, replacement materials shall match existing materials.

4.4 Parks reserves the right to perform construction or maintenance work in its reasonable discretion at the Licensed Premises at any time during the Term of this License Agreement. Licensee agrees to cooperate with Parks, to accommodate any such work by Parks and provide public and construction access through the Licensed Premises as deemed reasonably necessary by the Commissioner. Parks shall use reasonable efforts to give Licensee at least fourteen (14) days' written notice of the commencement date of any such work and not to interfere adversely or substantially with Licensee's or TDF's use of the Licensed Premises. Parks may temporarily close a part or all of the Licensed Premises for a Parks' purpose as determined by the Commissioner, including but not limited to Special Events, and shall use reasonable efforts to give Licensee at least fourteen (14) days' written notice of any such Parks' purpose and any required closing of a part or all of the Licensed Premises associated therewith. Parks shall be responsible for the cost and performance of any repair or maintenance of the Statuary, Plaza, Public Stairs, and TKTS Ticket Stand to the extent caused by a Parks' purpose, including but not limited to Special Events.

4.5 Reserved.

4.6 Licensee shall provide an adequate number of staff members possessing the requisite qualifications to conduct all its maintenance responsibilities with respect to the Statuary, Plaza, and the Public Stairs, and as the Commissioner shall reasonably approve.

4.7 An employee or a manager of the Licensee must be available by telephone during all hours of operation of the Licensed Premises, and Licensee shall notify the Commissioner and the Parks Enforcement Patrol Communications Division of a 24-hour pager or cellular telephone

number through which Parks may contact the Licensee in event of an emergency and shall immediately notify the Commissioner and the Parks Enforcement Patrol Communication Division in the event of any change in such number during the Term. Licensee shall replace any manager, employee, subcontractor, or sublicensee employed by Licensee in connection with the Licensed Premises whenever reasonably demanded by Commissioner.

4.8 Installation of additional fixed lighting or fixed sound equipment by the Licensee on the Licensed Premises shall require the Commissioner's prior written approval (such approval not to be unreasonably withheld, conditioned, or delayed).

4.9 Licensee shall provide access to the Licensed Premises to disabled members of the public. This accessibility shall be clearly indicated by signs and included in all advertising by Licensee. Such accessibility plan shall provide for compliance with the applicable provisions of the Americans with Disabilities Act and any other similarly applicable legislation, as it may be amended from time to time.

4.10 Licensee shall prepare and provide to Parks operational status reports and reports of accidents or unusual incidents occurring at the Licensed Premises, on a regular basis and in a format reasonably acceptable to the Commissioner. Licensee shall promptly notify Parks, in writing, of any claim for injury, death, property damage, or theft, which may be asserted against Licensee with respect to the Licensed Premises. Licensee shall also designate a person to handle all such claims, including all claims for loss or damage pertaining to Licensee's activities at and Licensee's maintenance of the Statuary, Plaza and Public Stairs, and Licensee shall notify Parks in writing as to said person's name and address.

4.11 Licensee shall promptly notify Parks' personnel of any unusual conditions that may develop in the course of the Licensee's activities at, and Licensee's maintenance of the Statuary, the Plaza, and the Public Stairs, including, but not limited to, fire, flood, casualty, and substantial damage of any character.

4.12 Licensee shall maintain close liaison with Parks' Enforcement Patrol, the New York Police Department, and other police officials, and cooperate with all efforts to remove illegal vendors from the Licensed Premises and adjacent areas. Licensee shall use commercially reasonable efforts to prevent illegal activity on the Licensed Premises.

4.13 Reserved.

4.14 Any sign posted by Licensee at the Licensed Premises shall be subject to the Commissioner's prior written approval, shall be conspicuously located, and shall state that the Licensee's activities at the Licensed Premises are permitted pursuant to this License Agreement with the New York City Department of Parks & Recreation.

4.15 Notwithstanding Licensee's obligation to maintain, or cause to be maintained, the Statuary, Plaza and Public Stairs as described herein, Licensee's right to receive revenues derived at the Licensed Premises shall be subject to any additional City authorization, approvals, permits, and compliance with other processes which may be necessary, including without limitation, any necessary approval by the Franchise and Concession Review Committee ("FCRC"). The Commissioner and Parks hereby agree to reasonably assist Licensee in obtaining,

maintaining, and renewing any such additional approvals, permits, authorizations, and compliance with other processes relating to the services described herein.

4.16 Licensee and Parks acknowledge that all management and operational obligations at the TKTS Ticket Stand shall lie with TDF pursuant to the Ticket Stand License.

ARTICLE 5: IMPROVEMENT AND/OR CORRECTION IN LICENSEE'S OBLIGATIONS

5.3 Should the Commissioner reasonably decide that Licensee is not maintaining or causing to be maintained the Licensed Premises, including the Statuary, Plaza, and the Public Stairs in a satisfactory manner, Commissioner may in writing order Licensee to improve or correct such conditions, as Commissioner may deem unsatisfactory. In the event that Licensee fails to comply with such written notice or respond in a manner satisfactory to Commissioner, in the Commissioner's reasonable discretion, within thirty (30) days from the mailing of said notice, notwithstanding any other provisions herein, then Commissioner may terminate this License Agreement.

5.4 Should Commissioner, in the Commissioner's sole reasonable judgment, decide that an unsafe or emergency condition exists caused by the Licensee's activities on the Licensed Premises, after written notification, Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the Commissioner in writing and indicate the period within which Licensee reasonably believes such condition shall be corrected. Commissioner, in his sole reasonable discretion, may extend such period of time in order to permit Licensee to cure, under such terms and conditions as appropriate.

5.5 Upon installation, title to all construction, renovation, improvements, and fixtures made to the Licensed Premises, shall vest in and thereafter belong to the City at the City's option, which may be exercised at any time. To the extent the City chooses not to exercise its option with respect to any of the construction, renovation, improvements, or fixtures made to the Licensed Premises, it shall be the responsibility of Licensee, at the termination or expiration of this License, to remove such construction, renovation, improvements, or fixtures and restore the Licensed Premises to the satisfaction of the Commissioner at the sole cost and expense of the Licensee.

ARTICLE 6: RECORDS AND AUDITS

6.1 (a) Licensee will provide notice to the Commissioner of all meetings, hearings, and proceedings of Licensee's Board of Directors, and will make available for consultation any of its officers and employees whose work relates to the performance of this agreement. Licensee also will make available, at its principal place of business, for audit, inspection, or removal of copies by Parks, the New York City Comptroller ("Comptroller"), or by a Parks-authorized independent auditor, Licensee's books and records relating to the performance of this agreement, including, but not limited to the following:

(i) revenue and expenditures, annual budget, bi-weekly payroll recap, fringe benefits, books, accounts, canceled checks and all other fiscal records;

- (ii) Staff and Salary roster, including salary changes and adjustments;
- (iii) internal and external audits completed within the last three years;
- (iv) minutes of meetings of the Board of Directors;
- (v) programs, research, and other reports and publications in connection with Licensee's responsibilities at the Licensed Premises pursuant to this agreement;
- (vi) registration and attendance records of Licensee's sponsored programs, and any other matters relating to the performance of and compliance with this agreement, or with any laws or regulations governing the conduct of Licensee under this agreement.

(b) Licensee shall furnish to the Commissioner its detailed financial statements for each year during the Term and any renewal thereof. An independent Certified Public Accountant retained at Licensee's cost and expense shall prepare such statements if they involve amounts over ten thousand dollars (\$10,000). Such annual statement shall be submitted to the Commissioner by the end of the calendar year.

6.2 LL28 Report: Pursuant to the amendment to Local Law 28 of 2008, which is codified in the City Administrative Code Title 18 Section 18-134, the Licensee shall provide to Parks, in a form acceptable to Parks, data concerning any funds that the Licensee has expended at the Licensed Premises (as defined in the License Agreement) for the preceding period of July 1st to June 30th no later than October 31st each year. All information to be furnished to Parks shall be accurate, and correct in all material respects and sufficient to give Parks a true and accurate picture of the funds expended by the Licensee at the Licensed Premises.

ARTICLE 7: BANK ACCOUNTS

7.1 Licensee shall open and maintain an account or sub-account, accounted for separately and apart from all other funds, in a bank located within the City of New York, insured by the Federal Deposit Insurance Corporation ("Special Account"). There shall be deposited in the Special Account all revenues ("Operating Revenues") collected in connection with or resulting from the rights and privileges granted to Licensee hereunder. Such Operating Revenues may be withdrawn from the Special Account and expended by Licensee solely for ordinary and necessary expenses directly attributable to Licensee's operation of the Licensed Premises pursuant to this License, including programming expenses and operating, managing, maintaining, and repairing the Licensed Premises. No withdrawals shall be made from the Special Account other than as provided herein. The administration of the Special Account is subject to the inspection and audit record keeping provisions set out in Article 6 herein above. "Operating Revenues" do not include funds collected or received by Licensee (such as grants, donations, bequests and contributions) other than in the course of Licensee's use or operation of the Licensed Premises. Licensee's use of such other revenues is governed by applicable law.

ARTICLE 8: MISC PROJECTS

8.1 (a) A separate agreement following the approval of this Agreement shall set forth Licensee’s operation and maintenance responsibilities for the “Spotlight on Broadway” project (the “Project”), a project of the of New York City Mayor’s Office of Media and Entertainment (“MOME”) to celebrate the history of the Broadway theater district in New York City whereby Licensee shall be responsible for the maintenance of the Project as it relates to the in-ground installation and LED Ticker in Father Duffy Square through terms mutually agreed upon with Parks. It is the intent of the parties and subject to all applicable laws, rules, and regulations that funds transferred to Parks from MOME for the maintenance of the Project shall be disbursed to Licensee in order to provide the necessary maintenance for the Project.

(b) In the event that MOME determines that funding is no longer necessary for the Project then Section 8.1 (a) of the License Agreement will no longer be applicable.

ARTICLE 9: REVENUE-GENERATING ACTIVITIES

9.1 Licensee’s right to engage in any revenue generating activities at the Licensed Premises is subject to the Commissioner’s review and approval and must shall comply with all applicable municipal laws, rules, regulations and orders, including, without limitation, any necessary approval by the Franchise and Concession Review Committee. Revenue generating activities shall include, but not be limited to, sales of any goods or services and fundraising activities for any purpose. The Commissioner must expressly authorize each specific revenue generating activity at the park in writing. In addition to obtaining the Commissioner’s written approval, Licensee must also obtain a permit from Parks’ Revenue Division prior to selling or bartering any items at the Licensed Premises.

9.2 It is expressly understood that Licensee shall use all revenues generated pursuant to this Article only for the operation and maintenance of the Premises in accordance with the terms herein. All revenue generated in accordance with this Article 9 shall be subjected to the provisions of Article 7 herein. Licensee shall provide Parks with an annual audited financial statement of such revenues and related expenditures made during the previous year in a form acceptable to Parks. Such statement shall be provided to Parks by the end of the calendar year.

ARTICLE 10: COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

10.1 Licensee shall faithfully perform and carry out the provisions of this Agreement and cause its agents, employees, and invitees to conform to all rules, regulations, and orders prescribed as of the date hereof or which may hereafter be prescribed by the Commissioner, provided the Commissioner shall use reasonable efforts to give Licensee notice of any rules, regulations or orders hereafter prescribed by Parks, and Licensee shall comply with all applicable laws, rules, regulations and orders of any kind whatsoever and of any agency or entity of government whatsoever applicable to this Agreement and Licensee's work hereunder. This provision includes, but is not limited to, the Parks Rules and Regulations as set forth in 56 RCNY Section 1-01 et seq., New York City Administrative Code§ 18-137, the New York State Not-for-Profit Corporation Law, applicable tax and labor laws relating to non-discrimination in employment, and laws protecting youths from child abuse and maltreatment.

ARTICLE 11: ALTERATIONS

11.1 Licensee shall not make any alterations to the Licensed Premises without Parks' prior written approval. Alterations shall become property of the City, at its option, upon their attachment, installation or affixing. "Alteration" shall have the following meaning:

(a) any restoration, rehabilitation, modification, renovation or improvement to the Licensed Premises;

(b) any work or construction which would or might affect in any manner, or have any impact whatsoever, upon the exterior structure, character, appearance, or design of any portion of the Licensed Premises, including adjacent areas;

(c) any work, excluding ordinary maintenance and repair, affecting the Licensed Premises' plumbing, heating, electrical, mechanical, ventilating, or other systems;

(d) any major landscaping, planting or removal of trees, flowers or shrubbery on the Licensed Premises; and

(e) affixing or installing any equipment to the walls or any other area of the Licensed Premises.

11.2 Parks may, in its sole judgment, make additions, alterations, repairs, decoration or improvements to the Licensed Premises at Parks' and the City's expense, but nothing herein shall contained by deemed to obligate or require Parks to make any additions, alterations, repairs, decorations, or improvements, nor shall this provision in any way affect or impair Licensee's obligations in any respect, except that Licensee shall not be obligated to operate, repair or maintain any such additions, alterations, repairs, decoration or improvements to the Licensed Premises. Parks will use reasonable efforts to communicate and coordinate with Licensee prior to scheduling any such alteration, additions, decorations, repairs, or improvements to be made by Parks at such times as will cause the least interference with Licensee's operations.

11.3 To guarantee prompt payment of moneys dues to a contractor or such contractor's subcontractors and to all persons furnishing labor and materials to the contractor or such subcontractor in the prosecution of any alteration with an estimated cost exceeding two hundred fifty thousand dollars (\$250,000), Licensee will be required to post a payment bond or other form of undertaking approved by Parks in the amount of one hundred percent (100%) of the cost of such Alteration(s). Notwithstanding the above, to the extent than an Alteration is funded in whole or in part through a separate contract with the State or City, Licensee will comply with the terms of such contract regarding payment bonds for the work to be performed under such contract, including any requirements to obtain a payment bond pursuant to State Finance Law 137 or Section 5 of the Lien Law, as applicable.

11.4 Licensee shall comply with the existing City and Parks procedures, as may be amended from time to time during the Term, for review of landscape redesign, renovation, and rehabilitation projects in the Licensed Premises.

ARTICLE 12: ASSIGNMENTS AND SUBLICENSES

12.1 Licensee may assign or sublicense its interest in whole or in part in this License Agreement, provided that Licensee obtain the Commissioner's prior written approval, as follows:

(a) Licensee shall present to Commissioner the assignment or sublicense agreement for approval, together with any and all information as may be reasonably required by the City for such approval with a written certification from the proposed assignee or sublicensee that it shall provide management control acceptable to the Commissioner for the maintenance of the Statuary, the Plaza and the Public Stairs.

(b) As used in this Article 12 the term "assignment" shall be deemed to include any direct or indirect assignment, sublet, sale, pledge, mortgage, transfer of or change in more than 49% in stock or voting control of the Licensee, including any transfer by operation of law. No sale or transfer of the stock owned by Licensee or its nominee may be made under any circumstance if such sale will result in a change of control violative of the intent of this Article 12.

12.2 (a) Should Licensee choose to assign or sublicense the maintenance of any element of the Statuary, Plaza, and the Public Stairs to another party, Licensee shall seek the Commissioner's prior approval by submitting a written request, including proposed assignment documents as provided above. The Commissioner may request any additional information that the Commissioner deems reasonably necessary and Licensee shall promptly comply with such requests.

(b) Notwithstanding the foregoing, Licensee may contract for the maintenance and repair of the Licensed Premises, including the Statuary, Plaza, and the Public Stairs on Broadway directly with a third party contractor or contractors without such contract being deemed an assignment or sublicense of Licensee's obligations hereunder, provided such contractor procures insurance in the type and amounts as specified in Article 20 herein, naming the City their agents and employees as additional insureds and such contractor agrees to indemnify the City, its agents and employees, as specified in Article 19 herein.

12.3 No consent to or approval of any assignment or sublicense granted pursuant to this Article 12 shall constitute consent to or approval of any subsequent assignment or sublicense. Failure to comply with this provision shall cause the immediate termination of this License Agreement.

ARTICLE 13: USE OF LICENSED PREMISES

13.1 Licensee shall not use or allow the Licensed Premises, or any portion thereof, to be used or occupied for any unlawful purpose or in any manner violative of a certificate pertaining to occupancy or use during the term of this License Agreement.

ARTICLE 13: NO DISCRIMINATION

13.1 Pursuant to applicable Federal, State and City laws, Licensee shall not unlawfully discriminate against any employee, applicant for employment with respect to all employment decisions, or anyone desiring to attend or participate in activities or programs because of race,

creed, religion color, national origin, age, sex, disability (mental and physical), marital status, or sexual orientation. Licensee shall comply with the Americans with Disabilities Act ("ADA") and regulations pertaining thereto as applicable. Any violation of this Section shall be a material breach of this License.

13.2 All advertising for employment shall indicate that Licensee is an Equal Opportunity Employer.

ARTICLE 14: INSPECTIONS AT SITE

14.1 Parks shall have the right at all times to have representatives of Parks, the City and/or the State or Federal government present at the Licensed Premises for any purpose.

ARTICLE 15: RETENTION OF RECORDS

15.1 Licensee shall retain all books, records, and other documents relevant to this License Agreement for six (6) years after the final payment or termination of this License Agreement, whichever is later. City, State, and Federal auditors shall have full access to and the right to examine any of said materials during this period.

ARTICLE 16: PERSONNEL

16.1 The manager of the Licensed Premises for Licensee will meet with Parks' reasonable approval.

16.2 All supervisory personnel at the Licensed Premises will meet with Parks' reasonable approval.

16.3 Licensee and Parks agree that Licensee is an independent contractor. It is understood and agreed that all personnel employed by Licensee are employees of Licensee and are not employees of Parks and/or the City, and that Licensee alone is responsible for their work, direction, compensation, and personal conduct while engaged pursuant to this License Agreement. Licensee agrees that neither it nor its personnel or agents will hold themselves out as, or claim to be, officers or employees of the City of New York, or of any department, agency, or unit thereof, and that they will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the City of New York, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit. Nothing included in this Article or in any other provision of this License Agreement shall be construed to impose any liability or duty upon Parks or the City to the persons, firms or corporations employed or engaged by Licensee as employees, servants, agents, consultants, experts or independent contractors or in any other capacity whatsoever or to render Parks or the City liable to any persons, firms, corporations, associations or to any government for the acts, omissions, liabilities, obligations and/or taxes of any nature, including, but not limited to, unemployment insurance of Licensee or its consultants, experts, employees, servants, agents or independent contractors. Nothing in this Article shall limit the indemnification provisions enumerated herein.

ARTICLE 17: EVENTS

17.1 Parks agrees to use its reasonable efforts to notify Licensee at least fourteen (14) days in advance of any Special Event (as defined in 56 RCNY § 1-02 of Parks' Rules and Regulations) scheduled at the Licensed Premises. It is expressly understood that this Article 17 shall in no way limit Parks' right to itself sponsor or promote Special Events, as defined herein, at the Licensed Premises, or to enter into agreements with third parties to sponsor or promote such events.

(a) In connection with any Special Event at the Licensed Premises, Parks agrees:

(i) to notify any third party operator and/or sponsor of Special Events of Licensee's access rights to the Licensed Premises and to provide same with the name and telephone number of Licensee's Manager;

(ii) to use its reasonable efforts to ensure that such third parties will be responsible for maintenance, repairs and clean-up associated with any such Special Event; and

(iii) that Licensee may collect sixty percent (60%) of the Special Event concession fees ("Fees") from third parties under Section 2-10 of Parks Rules and Regulations. For example, when the Fees charged are \$10,000, Licensee shall collect \$6,000 and Parks shall collect \$4,000. These payments must be issued in two separate checks.

(iv) Licensee shall use all Fees it collects to offset Licensee's costs of providing maintenance and operation services under this License Agreement.

(b) Should the management of Special Events at the Licensed Premises be performed by a City agency other than Parks including, but not limited to the Mayor's Street Activity Permit Office, and fees for Special Events at the Licensed Premises would no longer be payable to Parks, then Section 17.1 (a) shall no longer be applicable.

17.2 Licensee must provide Parks with written notice in advance of all press conferences, public ceremonies, or other public or planned news events relating to the subject of this License Agreement. In any statement, publication or press release made to the public relating to the subject of this License Agreement, Licensee will clearly identify Parks and prominently feature Parks' name and logo. Parks and Licensee agree to communicate and coordinate regarding press releases, statements or any advertising materials concerning the Licensed Premises. If the Commissioner reasonably finds that any release, advertisement, or statement made to the public relating to the programs and activities offered in the Licensed Premises is incorrect or unacceptable, Licensee and the Commissioner agree in good faith to make such release, advertisement, or statement accurate and acceptable to both parties.

17.3 If Licensee publishes a work discussing any aspect of performance of any service covered by this License Agreement, Licensee will acknowledge therein the involvement, if any, of Parks, when appropriate, and Parks will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and authorize others to use such publication.

17.4 Licensee shall not hold any private or public function at the Licensed Premises or use the Licensed Premises to hold fund-raisers to benefit the Alliance and/or the Alliance's other efforts

to support the area surrounding the Statuary, Plaza, and the Public Stairs without receiving Parks' prior written approval. In addition to the foregoing, Licensee's right to hold such a function or fund-raiser is subject to any additional City authorization, approvals, permits, and compliance with other processes, which may be necessary, including without limitation, any necessary approval by the FCRC.

**ARTICLE 18: RESPONSIBILITY FOR SAFETY, INJURIES OR DAMAGE, AND
INDEMNIFICATION**

19.1 Licensee's Responsibility:

(a) The Licensee shall be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors or subcontractors.

(b) The Licensee shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations under this License.

(c) The Licensee shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this License, whether or not due to the negligence of the Licensee, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person.

(d) The Licensee shall use the Licensed Premises in compliance with, and shall not cause or permit the Licensed Premises to be used in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to the Licensee or the Licensed Premises (collectively "Environmental Laws"). Except as may be agreed by the City as part of this License, Licensee shall not cause or permit, or allow any of the Licensee's personnel to cause or permit, any Hazardous Materials to be brought upon, store, used generated, treated or disposed of on the Licensed Premises. As used herein, "Hazardous Materials" means any chemical, substance, or material, which is now or becomes in the future listed, defined, or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties, or effects.

19.2 Indemnification and Related Obligations:

(a) To the fullest extent permitted by law, the Licensee shall indemnify, defend and hold the City and its officials and employees harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations under this License (regardless of whether or not the Licensee itself had been negligent) and/or the Licensee's failure to comply with the law or any of the requirements of this License. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by the Licensee, the City and its officials and employees shall be partially indemnified by the Licensee

to the fullest extent permitted by law.

(b) The Licensee's obligation to defend, indemnify and hold the City and its officers and employees harmless shall not be (i) limited in any way by the Licensee's obligations to obtain and maintain insurance under this License, nor (ii) adversely affected by any failure on the part of the City or its officers and employees to avail themselves of the benefits of such insurance.

ARTICLE 19: INSURANCE

20.1 Licensee's Obligation to Insure:

(a) From the date, this License is executed through the date of its expiration or termination, the Licensee shall ensure that the types of insurance indicated in this Article are obtained and remain in force, and that such insurance adheres to all requirements herein.

(b) The Licensee is authorized to undertake or maintain operations under this License only during the effective period of all required coverage.

20.2 Commercial General Liability Insurance:

The Licensee shall maintain Commercial General Liability insurance in the amount of at least Three Million Dollars (\$3,000,000) per occurrence with no aggregate limit. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this License. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be "occurrence" based rather than "claims-made."

(a) Such Commercial General Liability insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2026.

20.3 Workers' Compensation, Employers Liability, and Disability Benefits Insurance

The Licensee shall maintain Workers' Compensation insurance, Employers Liability insurance, and Disability Benefits insurance on behalf of, or with regard to, all employees involved in the Licensee's operations under this License, and such insurance shall comply with the laws of the State of New York.

20.4 Business Automobile Liability Insurance

Licensee shall be required to obtain the following insurance coverage if any vehicles are brought onto the Licensed Premises:

(a) With regard to all operations under this License, the Licensee shall maintain or cause to be maintained Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident (combined single limit) for liability arising out of the ownership, maintenance or use of any owned, non-owned or hired vehicles. Coverage shall be at least as broad as the latest edition of ISO Form CA0001.

(b) If vehicles are used for transporting hazardous materials, such Business Automobile Liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

20.5 Property Insurance

The Licensee shall maintain comprehensive “All Risk” or “Special Perils” form property insurance covering all buildings, structures, equipment and fixtures, excluding the Statuary, on the Licensed Premises (“License Structures”), whether existing at the beginning of this License or built at any time before its expiration or termination. Such insurance shall provide full Replacement Cost coverage for the License Structures (without depreciation or obsolescence clause) and include, without limitation, coverage for loss or damage by acts of terrorism, water, flood, subsidence, and earthquake. Such insurance shall be "occurrence" (rather than "claims-made") based and shall designate the Licensee as Named Insured and the City as Loss Payee as their interests may appear.

(a) The limit of such property insurance shall be no less than the full Replacement Cost of all License Structures, including, without limitation, the costs of post-casualty debris removal and soft costs, to the extent that such costs can be covered by an “all risk” or “special perils form” insurance policy. If such insurance contains an aggregate limit, it shall apply separately to the License Structures.

(b) In the event of any loss to any of the License Structures, the Licensee shall provide the insurance company that issued such property insurance with prompt, complete, and timely notice, and simultaneously provide the Commissioner with a copy of such notice. With regard to any License Structure that the City owns or in which the City has an interest, the Licensee shall also (i) take all appropriate actions in a timely manner to adjust such claim on terms that provide the City with the maximum possible payment for the loss, and (ii) either provide the City with the opportunity to participate in any negotiations with the insurer regarding adjustments for claims or, at the Commissioner’s discretion, allow the City itself to adjust such claim.

20.6 General Requirements for Insurance Coverage and Policies:

(a) Policies of insurance required under this Article shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A-/"VII" or a Standard and Poor’s rating of at least A, unless prior written approval is obtained from the Commissioner.

(b) Policies of insurance required under this Article shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

(c) There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. The Licensee shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Article, including but not limited the defense and indemnification obligations that insurers are required to undertake in liability policies.

(d) The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Licensee under all primary, excess and umbrella policies covering operations under this License.

(e) All required policies, except for Workers' Compensation insurance, Employers Liability insurance, and Disability Benefits insurance, shall contain an endorsement requiring that the issuing insurance company endeavor to provide the City with advance written notice in the event such policy is to expire or be cancelled or terminated for any reason, and to mail such notice to both the **Commissioner, New York City Department of Parks & Recreation, 830 Fifth Avenue, New York, NY 10065**, and the **New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, NY 10007**. Such notice is to be sent at least thirty (30) days before the expiration, cancellation or termination date, except in cases of non-payment, where at least ten (10) days written notice would be provided.

(f) All required policies, except Workers' Compensation, Employers Liability, and Disability Benefits, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

20.7 Proof of Insurance

(a) Certificates of Insurance for all insurance required in this Article must be submitted to and accepted by the Commissioner prior to or upon execution of this License.

(b) For Workers' Compensation, Employers Liability Insurance, and Disability Benefits, insurance policies, the Licensee shall submit one of the following:

- (i) C-105.2 Certificate of Worker's Compensation Insurance;
- (ii) U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
- (iii) Request for WC/DB Exemption (Form CE-200);
- (iv) Equivalent or successor forms used by the New York State Workers' Compensation Board; or
- (v) Other proof of insurance in a form acceptable to the City. ACORD forms are not acceptable proof of workers' compensation coverage.

(c) For all insurance required under this Article other than Workers Compensation, Employers Liability, and Disability Benefits the Licensee shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall (i) certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (ii) be accompanied by the provision(s) or endorsement(s) in the Licensee's policy/ies (including its general liability policy) by which the City has been made an additional insured or loss payee, as required herein. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form required by

the Commissioner (attached hereto as **Exhibit C**) or certified copies of all policies referenced in such Certificate of Insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

(d) Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of all policies required under this License. Such Certificates of Insurance shall comply with subsections (b) and (c) directly above.

(e) Acceptance or approval by the Commissioner of a Certificate of Insurance or any other matter does not waive Licensee's obligation to ensure that insurance fully consistent with the requirements of this Article is secured and maintained, nor does it waive Licensee's liability for its failure to do so.

(f) The Licensee shall be obligated to provide the City with a copy of any policy of insurance required under this Article 20 upon request by the Commissioner or the New York City Law Department.

20.8 Miscellaneous

(a) The Licensee may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

(b) The Licensee shall be solely responsible for the payment of all premiums for all policies and all deductibles or self-insured retentions to which they are subject, whether or not the City is an insured under the policy.

(c) Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Article, the Licensee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this License (including notice to Commercial General Liability insurance carriers for events relating to the Licensee's own employees) no later than twenty (20) days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged, or lost.

(d) The Licensee shall simultaneously send a copy of such notice to:

City of New York Law Department
c/o Insurance Claims Specialist
Affirmative Litigation Division
100 Church Street
New York, NY 10007

(e) The Licensee's failure to secure and maintain insurance in complete conformity

with this Article, or to give the insurance carrier timely notice on behalf of the City, or to do anything else required by this Article shall constitute a material breach of this License. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

(f) Insurance coverage in the minimum amounts provided for in this Article shall not relieve the Licensee of any liability under this License, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this License or the law.

(g) In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article, the Licensee shall at all times fully cooperate with the City with regard to such potential or actual claim.

(h) The Licensee waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Licensee and/or its employees, agents, or servants of its contractors or subcontractors.

(i) [Intentionally Omitted]

(j) In the event the Licensee requires any entity, by contract or otherwise, to procure insurance with regard to any operations under this License and requires such entity to name the Licensee as an additional insured under such insurance, the Licensee shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as ISO form CG 2026.

(k) In the event the Licensee receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated (or has expired or been cancelled or terminated) for any reason, the Licensee shall immediately forward a copy of such notice to both the **Commissioner, New York City Department of Parks & Recreation, 830 Fifth Avenue, New York, NY 10065** and the **New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, NY 10007**. Notwithstanding the foregoing, the Licensee shall ensure that there is no interruption in any of the insurance coverage required under this Article.

ARTICLE 21: INVESTIGATIONS

21.1 (a) The parties to this License Agreement shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (hereinafter “State”) or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

(b) (i) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or

(ii) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City; then

(c) (i) The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of any person to testify.

(ii) If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Section 21(e) below without the City incurring any penalty or damages for delay or otherwise.

(d) The penalties, which may attach after the Commissioner or agency head's final determination may include but shall not exceed:

(i) The disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person or entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(ii) The cancellation or termination of any and all existing City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

(e) The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Sections 21(e)(i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in

Sections 21(e) (iii) and (iv) below in addition to any other information that may be relevant and appropriate.

(i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Section 21(d) above, provided that the party or entity has given actual notice to the Commissioner or agency head upon the acquisition of the interest, or at the hearing called for in Section 21(c)(i) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potentially adverse impact a penalty will have on such person or entity.

(f) (i) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(ii) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(iii) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(iv) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

(g) In addition to and notwithstanding any other provision of this License Agreement the Commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) business days' written notice in the event Licensee fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money goods requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City of other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this License Agreement by the Licensee, or affecting the performance of this License Agreement.

ARTICLE 22: CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

22.1 This License Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Licensee, and shall be governed by and construed in accordance with the laws of the State of New York.

22.2 Any and all claims asserted by or against the City arising under this License Agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City (“Federal Courts”) or in the courts of the State of New York (“New York State Courts”) located in the City and County of New York. To effect this License Agreement and intent, Licensee agrees:

(a) If the City initiates any action against the Licensee in Federal Court or in New York State Court, service of process may be made on the Licensee either in person, wherever such Licensee may be found, or by registered mail addressed to the Licensee at its address set forth in this License Agreement, or to such other address as the Licensee may provide to the City in writing; and

(b) With respect to any action between the City and the Licensee in New York State Court, the Licensee hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens, (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.

22.3 With respect to any action between the City and the Licensee in Federal Court located in New York City, the Licensee expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.

22.4 If the Licensee commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the Licensee shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Licensee shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

ARTICLE 23: WAIVER OF TRIAL BY JURY

23.1 Licensee hereby waives trial by jury in any action, proceeding, or counterclaim brought by the City against Licensee in any matter related to this License Agreement

ARTICLE 24: INDEPENDENT STATUS OF LICENSEE

24.1 Licensee is not an employee of Parks or the City and in accordance with such independent status neither Licensee nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the City, or of any department, agency, or unit thereof, they will not make any claim, demand, or application to or for, any right or privilege applicable to an officer of, or employee of, the City, including but not limited to, workers’ compensation coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

ARTICLE 25: CONFLICT OF INTEREST

25.1 Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Parks, nor any person whose salary is payable, in whole or part, from the City treasury, shall participate in any decision relating to this License Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License Agreement or in the proceeds thereof.

ARTICLE 26: ALL LEGAL PROVISIONS DEEMED INCLUDED

26.1 Each and every provision of law required to be inserted in this License Agreement shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this License Agreement shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

ARTICLE 27: SEVERABILITY; INVALIDITY OF PARTICULAR PROVISIONS

27.1 If any term or provision of this License Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 28: JUDICIAL INTERPRETATION

28.1 Should any provision of this License Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this License Agreement and that legal counsel was consulted by each responsible party before the execution of this License Agreement.

ARTICLE 29: INFRINGEMENTS

29.1 Licensee shall be liable to the City and hereby agrees to defend, indemnify and hold the City harmless for any damage or loss or expense sustained by the City from any infringement by Licensee of any copyright, trademark, or patent rights of design, systems, drawings, graphs, charts, specifications, or printed matter furnished or used by Licensee in the performance of this Agreement.

ARTICLE 30: CLAIMS AND ACTIONS THEREON

30.1 No action at law or proceeding in equity against the City shall lie or be maintained upon any claim based upon this Agreement or arising out of this Agreement or in any way connected with this Agreement unless Licensee shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

30.2 No action shall lie or be maintained against the City by Licensee upon any claims based upon this License unless such action shall be commenced within six (6) months of the termination or conclusion of this License, or within six (6) months after the accrual of the cause of action, whichever first occurs.

30.3 In the event any claim is made or any action brought in any way relating to the Agreement herein other than an action or proceeding in which Licensee and the City are adverse parties, Licensee shall diligently render to the City of New York without additional compensation any and all assistance which the City of New York may reasonably require of Licensee.

ARTICLE 31: CLAIMS AGAINST OFFICERS OR EMPLOYEES

31.1 No claim whatsoever shall be made by Licensee against any officer, director, member, agent, employee, or volunteer of the City, nor shall any such officer, director, member, employee, or volunteer have any personal liability for, or on account of, anything done or omitted in connection with this Agreement.

ARTICLE 32: MODIFICATION OF AGREEMENT

32.1 This License may be modified from time to time by notice in writing duly executed by the parties hereto, but no modification of this License shall be effective until the same has been agreed to in writing and duly executed by the parties, and no other agreement, written or oral, regarding the subject matter of this License shall be deemed to exist or to bind any of the parties hereto.

ARTICLE 33: NOTICES

33.1 All notices from Licensee to Parks shall be in writing and delivered to the attention of the First Deputy Commissioner for Operations, New York City Department of Parks & Recreation, The Arsenal, Central Park, 830 Fifth Avenue, New York, NY 10065, or such other address as Parks may designate, with copies sent to Parks' General Counsel at same address. All notices from Parks to Licensee shall be dispatched in the same manner, and delivered to the Times Square Alliance, 1560 Broadway, Suite 800, New York, NY 10036, or such other address as may be notified from time to time, with a copy to Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn.: Robert J. Kafin, Esq.

ARTICLE 34: HEADINGS

34.1 The Article Headings and Table of Contents contained in this License are inserted for convenience only and shall not enlarge or limit the scope or meaning of the various and several articles hereof. Unless the context requires otherwise, words of any gender used in the License shall include the other gender and words in the singular number shall include the plural.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be signed and sealed on the day and year first above written.

**NEW YORK CITY DEPARTMENT OF
PARKS & RECREATION**

**TIMES SQUARE DISTRICT
MANAGEMENT ASSOCIATION, INC.**

By: _____
Liam Kavanagh
First Deputy Commissioner

By: _____
Tim Tompkins
President

Dated: _____

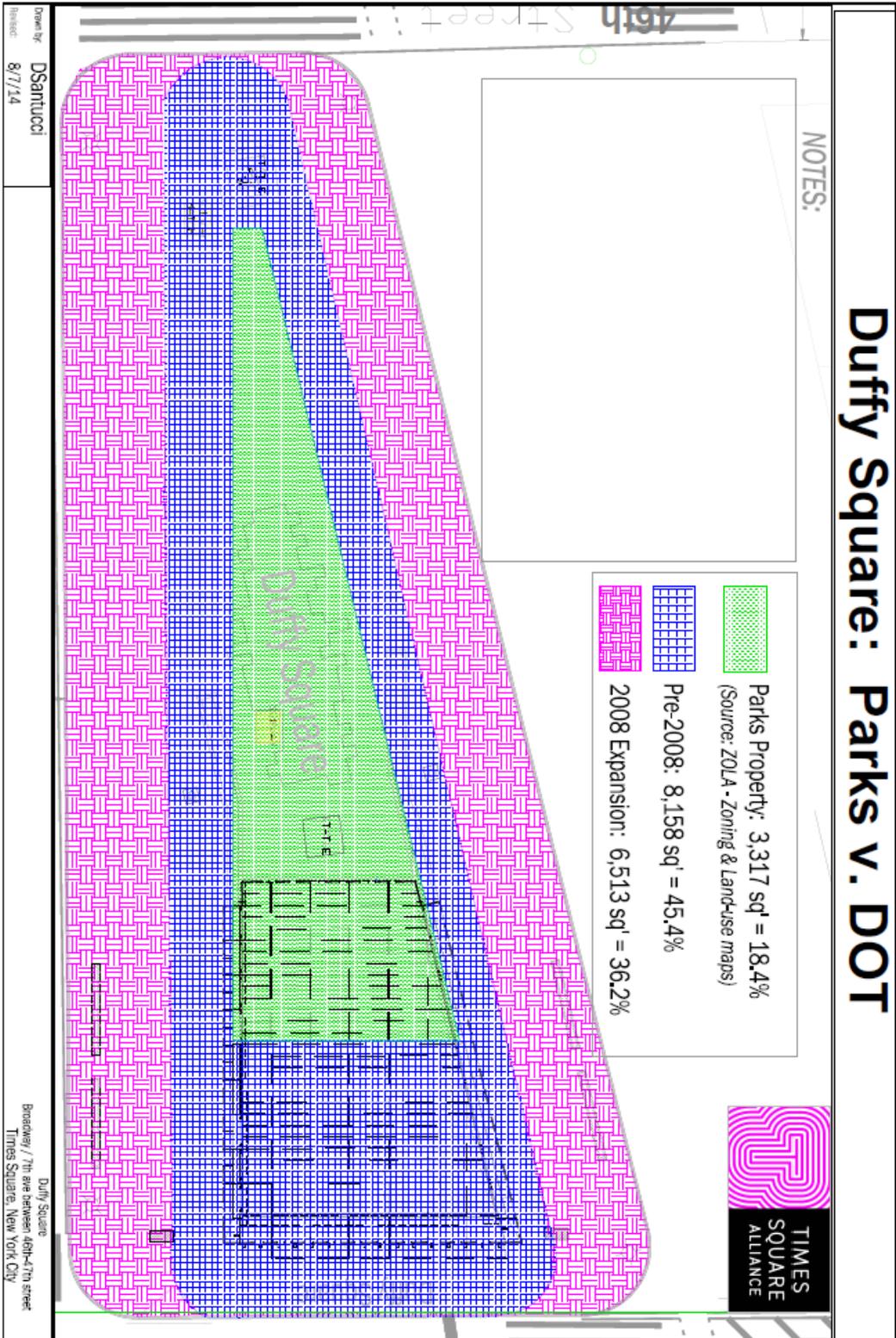
Dated: _____

APPROVED AS TO FORM AND CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

Date

EXHIBIT A
Licensed Premises



NYC Planning: Zoning & Land Use Map



EXHIBIT B
PIP Manual

Parks will attach

EXHIBIT C
Certificates of Insurance and Certification of Insurance Broker or Agent

Licensee to provide

PARKS INSPECTION PROGRAM STANDARDS



City of New York
Parks & Recreation

Michael R. Bloomberg, Mayor
Adrian Benepe, Commissioner

2007 Edition
www.nyc.gov/parks



City of New York
Parks & Recreation

The Arsenal
Central Park
New York, NY 10021

Adrian Benepe
Commissioner

May 14, 2007

Fellow Parkies:

For more than two decades, the Parks Inspection Program (PIP) has been one of the agency's cornerstone programs. The Parks Inspection Program serves a fundamental purpose: to help ensure that we provide New Yorkers and visitors alike with clean, green, and safe parks. PIP ratings also serve as a key measure of the agency's performance, and provide a broad indicator of the condition of our parks.

This manual not only outlines the standards by which Operations and Management Planning (OMP) inspects the parks, it outlines the standards to which the agency holds itself accountable. Improvements in the parks over the past two decades can be attributed not only to your hard work in the field, but also to the agency's focus on PIP and the ratings system to ensure that we provide the public and visitors alike with the highest quality park experience.

Please take some time to review this manual, and feel free to call OMP at 212-360-8234 if you have any questions about the Parks Inspection Program.

Thank you for your continued efforts to keep the parks safe and clean.

Sincerely,

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Part One

GUIDE TO THE PARKS INSPECTION PROGRAM

GUIDE TO PIP

History of the Program

The Parks Inspection Program (PIP) began in the latter half of 1984 as an initiative to measure the effectiveness of the Neighborhood Parks Restoration Program (NPR), a program in which in-house crews refurbished neighborhood parks and playgrounds. In the spring of 1985, the inspection program was expanded by the Office of Operations, Policy and Planning (now the Office of Operations and



Management Planning or OMP) to evaluate playgrounds jointly operated by the City of New York Parks & Recreation and the Board of Education.

Small parks and playgrounds were first the properties to be rated in the Park Inspection Program because they are the agency's most highly visible and heavily used properties. The inspection program also placed great emphasis on inspecting playgrounds for safety hazards.

In the summer of 1986, the program became a comprehensive inspection program for small parks and playgrounds when it was expanded to include all properties under five acres. (The threshold for rating sites under PIP has since been increased from five to six acres.) At that time, the program was called the ABCD Condition Rating System, because every inspected park received a grade of A, B, C or D, (A being the best and D the worst). In this system, twenty features in a park were inspected. Sites were rated during three inspection seasons and summary reports were issued for the spring, summer, and fall.

In the summer of 1989, stricter standards were developed, which placed greater emphasis on the health and safety of park patrons. At this time, the concept of an "Immediate Attention" hazard was introduced to the program.

In the summer of 1990, the program was altered to provide a separate rating for District Maintenance. This was later renamed cleanliness.

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In the summer of 1991, due to budget reductions and layoffs within the agency, the inspection program was temporarily suspended. During the suspension, OMP reevaluated the inspection process and its resources, and developed a streamlined Parks Inspection Program that was launched in the spring of 1992. Instead of evaluating all 20 of the features that were previously rated, 12 features considered to be the most important for a site's overall condition and cleanliness were selected. Furthermore, the ratings for a site were simplified from A, B, C and D to "Acceptable" and "Unacceptable" to make the program more objective.

From 1985 to 1995, PIP summary reports were produced only three times a year, at the end of the spring, summer, and fall inspection seasons. In March 1995, the program moved to the current system of 24 inspection rounds per year. OMP instituted random inspections of 100 sites a round, from which statistically representative



borough-wide and citywide ratings were generated. OMP then increased the number of sites inspected each round in September 1997 from 100 to 116. This change was possible because of the introduction of hand-held computers to the inspection process. Rather than documenting their findings on paper and later manually inputting the information into the program's database, Inspectors began inputting their ratings directly into hand-held computers while out in the field, and uploading information into OMP's inspection database upon returning to the office.

In December 1998, following a yearlong review of the inspection standards, new standards were released that were considerably more detailed, with the intent of making inspections less subjective from Inspector to Inspector and from inspection to inspection.

Standards for lawns and graffiti were tightened to reflect the high agency priority given to these park features. The differentiation between "Priority One" and "Priority Two" Immediate Attentions and between "Unacceptable" and "Unacceptable/Site" ratings for features was also introduced. Also in December 1998, planted "Greenstreets" sites were included in the inspection program for the first time.

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Beginning in the fall of 1998 and continuing through the summer of 1999, a pilot program for the inspection of large parks was conducted. Inspection standards were drafted and the city's 150 accessible large parks were divided into ratable zones in order to make inspecting these large parks feasible. Some large parks are inaccessible to the public



because they are protected wetlands, undeveloped, or parkways. In general, large park zones were created that follow geographic boundaries such as park drives and tree lines; conform to existing borough and district Maintenance and Operations boundaries; are not too small, which would reduce inspection efficiency; are not too big, which would make zones hard to inspect in one to two hours. This helped match the public's perception of certain areas of large parks as unique from other areas.

Following the pilot project, the program was officially expanded to include large parks in December 1999. The first large parks to be added to the program were the ten flagship parks, large parks of regional importance which are managed by flagship park administrators. At that time, approximately 300 Greenstreets were also added to the program. A second allotment of large park zones was added in March 2000, and a third allotment in June of that year. Fifty additional large park zones were added in October 2001, and the remaining 103 zones were added in August 2002. With the advent of the fall season 2002 the remaining Type 1 Greenstreets and a number of "mystery sites" were added making all ratable sites part of the sort.

At the beginning of 2001, the number of sites inspected during each round was increased from 145 to 162. In the fall of 2001, the number of sites inspected increased to 183 sites each round. In the spring of 2002, the number of sites inspected increased to 205 each round. Using hand-held computers and digital cameras, inspection data is uploaded into a centralized database, and photos are uploaded to a photo management system. This automated process allows for quicker and more efficient report generation.

GUIDE TO PIP

In addition to inspecting sites, OMP has assisted the agency's Information Technology division in mapping various park features, such as drinking fountains and spray showers, in an effort to compile a citywide inventory of all services that the agency provides to the public.

In 2004, OMP Inspectors began to perform weekend inspections of small parks during the summer months to evaluate the conditions of these sites during periods of peak usage. Each month, from June until August, OMP inspects 110 small parks citywide. The number of inspections per borough is based on the breakdown OMP uses in a regular PIP round. A computer-program determines the sites which are selected for inspection.



In order to effectively communicate specific maintenance issues, OMP issues a Daily Report email to borough managers. This report contains a summary of specific hazards and quality of life issues such as Immediate Attention hazards, graffiti, non-bird feces, and missing or damaged POW/MIA flags which the Inspector encountered during the inspection.

In August 2004, OMP launched a pilot Comfort Station Inspection Program (CSIP), a program modeled after PIP, that rates the overall condition of the City's public comfort stations. (The standards for the Comfort Station Inspection Program are found in Part Three in the manual.) In June 2006, OMP added ice as the seventeenth overall and fifth cleanliness feature to PIP. Under "Ice," OMP Inspectors note the various conditions and hazards caused by snow and ice in New York City parks. Previously rated under "Litter," OMP transitioned ice to be its own feature to highlight the safety hazards associated with snow and ice during the winter months. Although there are five cleanliness features, only four are rated at any given time due to the seasonality of ice (winter) and weeds (spring through fall).

GUIDE TO PIP

Overview of the Program

The Parks Inspection Program is administered by the division of Operations and Management Planning (OMP) of the City of New York Parks & Recreation. Trained Inspectors from OMP’s Inspection Team use hand-held computers and digital cameras to perform nearly 5,000 PIP inspections each year, giving each inspected park an “Acceptable” (A) or “Unacceptable” (U) rating for overall condition and cleanliness. Individual “Acceptable” or “Unacceptable” ratings are given to as many as 17 separate park features which fall under three broad categories: cleanliness, structural, and landscape.

<u>Park Features</u>		
<u>CLEANLINESS:</u>	<u>STRUCTURAL:</u>	<u>LANDSCAPE:</u>
Glass	Benches	Athletic Fields
Graffiti	Fences	Horticultural Areas
Ice	Paved Surfaces	Lawns
Litter	Play Equipment	Trails
Weeds	Safety Surface	Trees
	Sidewalks	Water Bodies

A site’s overall condition rating will be rendered “Unacceptable” (U) if the site fails cleanliness, if any three of its features are “Unacceptable”, or if any one of its features is considered “Unacceptable for the entire site” (U/S). A site’s cleanliness will be rated “Unacceptable” (U) if any two cleanliness features are “Unacceptable”, or if any one cleanliness feature is considered “Unacceptable for the entire site” (U/S).

Features are rated “Unacceptable” because of generally substandard conditions, such as heavy litter, peeling paint on benches at a site, or bare lawns. Hazardous conditions, such as sharp, protruding bolts on benches, trip hazards on paved surfaces and sidewalks, or large dangling limbs may also cause the park feature to fail. These hazards are noted by an Inspector as needing “Immediate Attention.” All Immediate Attentions must be corrected within one round of the

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issuance of an inspection, unless there is a documented need for capital or requirements work. An Immediate Attention designation can fail a feature (U) or even an entire site (U/S). Some additional park elements such as drinking fountains, flags, and signs, are tracked and inspected, but do not figure into the cleanliness or overall condition ratings of a site.

There are four inspection seasons each year: spring, summer, fall, and winter. Each season consists of six inspection rounds. The inspection year dates from the beginning of the spring inspection season (early March) to the end of the winter inspection season one-year later (late February). Inspections



typically take place in two-week inspection rounds. A three-week round takes place once each season, or four times per year, to fit four seasons into a 52-week inspection year. Each round, 205 ratable sites are randomly selected according to set parameters. At the conclusion of each round, a summary report is produced showing the citywide and borough-by-borough percentages of sites rated acceptable for cleanliness and overall condition. This report is distributed at upper-level management meetings at which the Commissioner, Deputy Commissioners, and Borough Commissioners are present. Each Borough Commissioner also receives a packet with detailed evaluations of each failing site in his or her borough, along with pictures of hazardous or unacceptable conditions observed. Summary ratings are produced for each inspection season and for the fiscal year. Ratings are also reported for the fiscal year (July 1 through June 30) in the Mayor's Management Report.

Parks Inspection Program ratings provide Parks & Recreation management, elected officials, and the general public with a broad indicator of the condition of NYC parks. In doing so, the ratings serve as one of the agency's key performance measures. Using the ratings, the agency holds itself accountable to specific standards of cleanliness, safety, and structural conditions at rated sites. PIP ratings also include detailed information on specific parks and on specific features in parks. This helps Parks & Recreation use its resources effectively to target problem-areas.

GUIDE TO PIP

The Parks Inspection Program has been one of the agency's major initiatives since 1994. Citywide, the overall condition rating has risen from 36% acceptable in 1994 to 86% acceptable in 2006. The citywide cleanliness rating has also risen from 73% acceptable in 1994 to 92% acceptable in 2006. The Parks Inspection Program has both recorded these gains and served as an important management tool for achieving improved conditions.

Ratable Sites

There are three categories of ratable sites: 1) playgrounds and small parks, 2) large parks and large park zones, and 3) Greenstreets. (See the "Ratable Sites" table on page nine.) Currently, there are more than 3,000 ratable sites citywide. Of these, OMP inspects more than 1,200 playgrounds and small parks, 150 large parks, 500 large park zones, and 1,300 Greenstreets.

Parkways which are maintained by the Department of Transportation (DOT) and offer no opportunities for public recreation, such as the Grand Central Parkway, are not rated. However, parkways which include paved pedestrian and bike paths and benches, such as Eastern Parkway in Brooklyn, are rated.

Random Selection of Sites – the Sort

At the beginning of each inspection round, 205 sites are randomly selected by the PIP database according to the following parameters:

- **First:** The same number of sites are inspected in each borough every round. These numbers generally reflect each borough's share of the total number of ratable sites citywide.
- **Second:** The ratio of playgrounds and small parks, large park zones, and Greenstreets inspected in each borough is proportional to the overall number of these sites citywide.
- **Third:** Once a site is inspected, it is not eligible to be re-inspected until two rounds (usually four weeks) have passed. Typically, every ratable site is inspected at least once each inspection year.

What Is Inspected at a Site?

The entire property owned or maintained by Parks, including the surrounding sidewalk, is inspected as part of a PIP inspection. Certain park elements at a site, such as drinking fountains, flags, and signs, are

GUIDE TO PIP

not rated. However, information on these park elements are recorded and tracked. (See page 14 for “Park Elements.”) Since August 2004, comfort stations are rated as part of a separate inspection program called the Comfort Station Inspection Program.

<u>Ratable Sites</u>	
Property Type	Description
Playgrounds and Small Parks	<p>These properties are less than 6 acres in size and are made up of sitting areas, triangles, malls, neighborhood parks, playgrounds, and a few small undeveloped areas. Playgrounds within large parks are included in this group and are rated separately from the large parks. Playgrounds which are jointly operated with the Department of Education, or JOPs, are also included in this category.</p>
Large Parks and Large Park Zones	<p>A large park is classified as being 6 acres or more. Parks less than 20 acres in size are rated as one zone. To make inspecting parks greater than 20 acres in size more manageable, they are divided into large park zones. In general, large park zones follow geographic boundaries such as park drives and tree lines, conform to preexisting district boundaries, and could be inspected in 1-2 hours.</p>
Greenstreets	<p>Greenstreets are islands of trees and horticultural plantings along city streets. Many are former barren concrete triangles and malls that have been converted by Parks into green spaces by planting trees, shrubs, and other woody perennials. Greenstreets are grouped into three subcategories.</p> <ul style="list-style-type: none"> • Type 1 Greenstreets contain horticultural plantings and are regularly maintained by Parks. These are rated. • Type 2 Greenstreets are primarily tree pits in traffic medians, with no other plantings or features. These are not rated. • Type 3 Greenstreets are former triangles and sitting places and other miscellaneous Greenstreets. These are rated

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When Are Sites Inspected?

Playgrounds, small parks, and Greenstreets are inspected year-round, Monday through Friday. Large parks are inspected Monday through Friday in the off-peak season.

During the peak season (May 1-October 1), large parks are not inspected on Mondays to allow for one day of additional clean-up

following the high usage on the weekends. Otherwise, inspections begin no earlier than 8:30 AM Tuesdays through Fridays, and always after 10:00 AM on Mondays and days after holidays. Inspections of beach zones and beachfronts may begin no earlier than 8:00 AM.



Immediate Attention Hazards

A feature is flagged for “Immediate Attention” when one or more hazards are present. Such hazards are referred to as Immediate Attentions or IA’s. All features can be flagged for Immediate Attention. Below you will find the two levels of Immediate Attention hazards:

Priority One:

- The hazard presents the chance of a life-threatening or permanently debilitating injury.
- A single Priority One Immediate Attention will typically fail the overall condition rating (as well as the cleanliness rating if a cleanliness feature is flagged for Priority One Immediate Attention). A Priority One Immediate Attention will always fail the feature rating.

Priority Two:

- The hazard presents the chance of a slight to serious injury, or is more critical in nature but in a remote location (in which case injury is less likely).
- Graffiti that depicts hate speech or profanity.
- In playgrounds, small parks, and Greenstreets, one Priority Two Immediate Attention will fail the feature rating. In large parks, two Priority Two Immediate Attentions for one feature are needed to fail the feature.

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Typical examples of both Priority One and Priority Two Immediate Attentions are listed in the standards for each feature. These lists are not all encompassing, and conditions not explicitly listed may be flagged as Immediate Attentions by an Inspector.

All Immediate Attentions are tracked by OMP. Immediate Attentions must be remedied within one round (typically two weeks) of the round in which the hazard was noted.

Cleanliness Rating

The cleanliness rating is determined to be either acceptable or unacceptable, depending on the ratings of the five cleanliness features (glass, graffiti, ice, litter, and weeds).

Any of the following will cause the cleanliness rating to be unacceptable:

- Two or more unacceptable (U) cleanliness features.
- One or more very unacceptable (U/S or “Unacceptable/Site”) cleanliness features.



Overall Condition Rating

The overall condition rating is determined to be either acceptable or unacceptable depending on the ratings of all 17 features. Any of the following will cause the overall condition rating to be unacceptable:

- Unacceptable cleanliness rating.
- Three or more unacceptable (U) features (cleanliness, structural, or landscape).
- One or more very unacceptable (U/S or “Unacceptable/Site”) features (cleanliness, structural, or landscape).

GUIDE TO PIP

Playground Design and Construction Issues

All new Parks playgrounds are designed to meet or exceed the latest American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC) standards for playground safety, design and construction. The CPSC standards were first released in 1981, and the ASTM standards were first released in 1993.



PIP Inspectors are periodically trained in ASTM standards and often participate in final use inspections for parks and playgrounds that undergo capital renovation.

Sites Closed Due to Construction

Sites closed for capital construction are the responsibility of the capital contractor and are typically not rated. All construction sites must have the following:

- A sign indicating that the site is closed and under construction.
- A secure fence that is locked and does not have any sneakhole.

If a site is accessible and a member of the general public could enter the site, by either through an open or unlocked gate or a sneakhole, and there are no construction workers present, the Inspector will enter and rate the interior of the site for Immediate Attention hazards. Any Immediate Attention hazards discovered will be recorded and will count toward the ratings. If there is no sign present explaining that the site is under capital construction and an Inspector has access to a construction site via a sneakhole or unlocked gate, the Inspector will rate the site as a full PIP inspection. However, if the site is accessible and there are workers present, the site will not receive a rating.

At sites where partial construction is taking place, OMP will not rate the area undergoing capital renovation, provided that the area under construction is properly secured and is accompanied by appropriate signage. However, the rest of the site will be rated in full. If an Inspector finds access to the area under construction and no construction workers are present, the Inspector will enter the site and

GUIDE TO PIP

rate the interior for Immediate Attention hazards. Any Immediate Attention hazards discovered will be recorded and will count toward the ratings. If there is no signage explaining that the site is under capital construction and an Inspector has access to a construction site, the Inspector will rate the site as a full PIP inspection.

Sites Officially Closed by Maintenance and Operations

Sites which are officially closed off to the public and marked with corresponding signage will not be rated. This category includes sites which are permanently closed off or locked because of security and/or other concerns. However, the periphery of these sites is rated. The periphery of the site is the area between the fence and street and generally includes sidewalks, lawns, fences, and trees. If an Inspector finds access to the site via a sneakhole or unlocked gate, the Inspector will enter and rate the interior of the site as a full PIP inspection. The interior of these sites are generally not entered or inspected, except for excessive litter, glass, weeds, and graffiti, if they are visible from the periphery of the site.

Undeveloped sites, whether closed or open, are rated. (See page 14 for “Undeveloped Sites.”)

Sites which are not undergoing capital construction or officially closed off to the public are expected to be open to the public during normal hours of operation.

Features Blocked Off by Maintenance and Operations

Any individual feature, such as benches or play equipment, which Maintenance and Operations blocks or cautions off, will not be rated. However, if Maintenance and Operations blocks off the feature, to the extent that it inhibits the public’s ability to use the entire site, that feature will be rated. For example, if all of the play equipment at a playground is blocked-off, play equipment will be rated unacceptable. A feature will also be inspected and rated if it is not sufficiently blocked-off or cautioned.

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Undeveloped Sites

Undeveloped sites are comprised of two groups. The first group is made up of large, undeveloped natural areas over six acres in size that do not contain public-access trails (i.e. inaccessible wetlands). These areas are not rated. Natural areas that do contain public-access trails are inspected and rated, regardless of whether they have official trails or desire lines.

The second group consists of undeveloped lots that are typically smaller than six acres and are surrounded by developed areas. The periphery of these parks is fully rated. The periphery of the site is the area between the fence and street and includes sidewalks, fences, and trees. The interior of these sites is generally not rated, except for excessive litter, glass, weeds, and graffiti, which is rated insofar as any such matter is visible from the periphery of the site. Additionally, if an Inspector has access to the site through a downed fence or unlocked gate, the site is rated a full PIP inspection.

Park Elements

Park elements are features of parks that are tracked by the Parks Inspection Program but do not typically affect the rating of a site. The most important park elements are signs and flags.



Signs help identify parks and playgrounds, provide important information to park users, and highlight amenities and facilities. As agency policy, each playground should have a routed and consolidated rules sign posted at each entrance. In addition, facility-specific rules signs should be at tracks, synthetic ballfields, turf ballfields, tennis courts, skate parks, pools, beaches, piers, and water bodies.

Flags help identify city and park properties, beautify parks and playgrounds, and serve as an important representative symbols. As agency policy, all flagpoles without yardarms must fly the American and POW/MIA flags. Flagpoles with yardarms must fly the American,

GUIDE TO PIP

POW/MIA, New York City, and Parks Department flags.

In addition to flags and signs, OMP tracks whether spray showers and drinking fountains are in service during their respective seasons. Between Memorial Day and Labor Day, spray showers should be turned on when the temperature reaches over 80 degrees Fahrenheit, children are present, and an inspection takes place after 10:00 AM. Between April 1 and October 31, drinking fountains should be in service and have sufficient water pressure.

Features Not Rated

A specific feature will not be rated (N) at a site when a crew is present and actively working on that specific feature at the time of the Inspector's arrival. For example, litter will not be rated when a cleaning crew is actively cleaning a site; benches, fences, and other structural features will not be rated if a park worker or crew is maintaining or repairing them. However, if there is an Immediate Attention hazard that has not been addressed by the crew, the Inspector will rate that hazard. In addition, a feature will be rated if a crew arrives after the inspection has begun, or if the crew departs before the inspection has ended and the condition has not been corrected. In a large park, the crew must be actively working in the zone that is being inspected for any relevant feature to be exempt from rating.

Part Two

OFFICIAL INSPECTION STANDARDS

Cleanliness **Features**

CLEANLINESS FEATURES

GLASS

WHAT IS RATED

All broken glass is rated under “Glass.” All unbroken glass is rated under “Litter.”

GLASS RATING CRITERIA

Accumulation

Glass is considered to be light, moderate, or heavy in the following accumulations:

<u>Accumulation of Glass</u>		
Light	Moderate	Heavy
Pieces of glass, usually equivalent to less than 1 broken bottle.	Pieces of glass equivalent to 1 or 2 broken bottles.	Pieces of glass equivalent to 3 or more broken bottles.

Number of Problem Areas

An Inspector notes how many areas have light, moderate, or heavy glass.

Areas can be the following:

- A distinct area such as handball courts, sidewalk, or multi-purpose play area (MPPA).
- At a playground or small park, a 25 x 25 square foot area or along a 100 foot line.
- In a large park zone, a 50 x 50 square foot area or along a 200 foot line.
- At a small site, such as a Greenstreet or a triangle, approximately 25 x 25 square foot area, or a mall 100 feet long, glass is determined to be light, moderate, or heavy for the site overall.



Moderate amount of ground glass

Location

Glass on play equipment, safety surface, and in active play areas is treated as an Immediate Attention. All other glass is rated using the above criteria.

CLEANLINESS FEATURES

GLASS IMMEDIATE ATTENTION HAZARDS

Priority One

- Broken glass, equivalent to one bottle, found on play equipment, beachfronts, or any critical area of safety surface.



Moderate amount of glass around a rock crossing

Priority Two

- Broken glass, equivalent to one bottle, found in any active play area, such as handball courts and MPPA.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

<u>Glass Ratings Standards</u>			
	Small Site	Playground/ Small Park	Large Park Zone
(U)	<ul style="list-style-type: none"> • Glass is moderate at the site overall. 	<ul style="list-style-type: none"> • 3 or more areas have moderate glass. • 1 or more areas have heavy glass. • 1 or more Priority Two Immediate Attentions for glass are present. 	<ul style="list-style-type: none"> • 4 or more areas have moderate glass. • Glass is heavy in 1 area and moderate or heavy in 1 additional area. • 2 or more Priority Two Immediate Attentions for glass are present.
(U/S)	<ul style="list-style-type: none"> • Glass is heavy at the site overall. 	<ul style="list-style-type: none"> • 6 or more areas have moderate or heavy glass. • 3 or more areas have heavy glass. • 1 or more Priority One Immediate Attentions for glass are present. 	<ul style="list-style-type: none"> • 8 or more areas have moderate or heavy glass. • 4 or more areas have heavy glass. • 1 or more Priority One Immediate Attentions for glass are present.

CLEANLINESS FEATURES

GRAFFITI

WHAT IS RATED

All spray paint, permanent markers, stickers, scratches on wood or other surfaces, and adhesive posters that have been illegally applied or affixed to any surface are rated as “Graffiti.”

Murals that have been sponsored by the community and approved by the Commissioner are not rated.

Drawings in chalk on any surface are not rated unless they contain profanity or hate speech.



Spray paint graffiti
on a park wall

Graffiti on a non-Parks property that abuts a Parks property and has a detrimental effect on the appearance of a Parks property will be noted in the inspection report and the borough will have until the next PIP inspection to remedy the problem. Sufficient remedies include the actual removal of the offending graffiti with the cooperation of the neighboring property-owner, or the installation of a mesh or cover over the fence that hides the graffiti from view. Graffiti on non-Parks property will be rated if it was noted in the previous inspection. Graffiti on traffic signs is treated as graffiti on non-Parks property. It is the responsibility of the borough to follow-up with DOT to ensure removal of the graffiti.



Marker on park bench

GRAFFITI RATING CRITERIA

CLEANLINESS FEATURES

Graffiti is rated with respect to the following criteria:

Surface Area

Graffiti ratings are determined by the total surface area of graffiti that covers vertical surfaces and the total surface area of graffiti that covers horizontal surfaces.



Content

Graffiti that depicts hate speech or profanity is considered a Priority Two Immediate Attention. Graffiti related to gang activity is not rated as an Immediate Attention.

Spray paint graffiti on multi-purpose play area

AGENCY GRAFFITI POLICY

All graffiti reported to agency personnel requires immediate removal. All service requests for graffiti called into Central Communications must be removed by noon on the day it is reported if it is reported before 10:00 AM. If graffiti is reported after 10:00AM, it must be removed by noon on the following day. The same timetable applies to graffiti that is discovered by Maintenance and Operations personnel on a routine site maintenance inspection.

All incidences of graffiti noted in an OMP inspection are published in a daily report that is distributed to the appropriate borough personnel.

CLEANLINESS FEATURES

Graffiti Ratings Standards

	Playground, Small Park, or Greenstreet	Large Park Zone
(U)	<ul style="list-style-type: none"> • 25 square feet or more of graffiti that covers vertical surfaces. (This is approximately the size of one flag of concrete sidewalk.) • 50 square feet of graffiti equally distributed between vertical and horizontal surfaces. • 75 square feet or more of graffiti that covers horizontal surfaces. • Graffiti that depicts hate speech or profanity 	<ul style="list-style-type: none"> • 50 square feet or more of graffiti that covers vertical surfaces. • 75 square feet of graffiti equally distributed between vertical and horizontal surfaces. • 100 square feet or more of graffiti that covers horizontal surfaces. • Graffiti that depicts hate speech or profanity.
(U/S)	<ul style="list-style-type: none"> • 100 square feet or more of graffiti that covers vertical surfaces. • 150 square feet or more of graffiti equally distributed between vertical and horizontal surfaces. • 200 square feet or more of graffiti that covers horizontal surfaces. 	<ul style="list-style-type: none"> • 200 square feet or more of graffiti that covers vertical surfaces. • 300 square feet or more of graffiti equally distributed between vertical and horizontal surfaces. • 400 square feet or more of graffiti that covers horizontal surfaces.

CLEANLINESS FEATURES

ICE

The presence of ice and compacted snow on sidewalks, entrances, and stairs is rated during the winter season. OMP rates for ice no earlier than 24 hours following a snowfall.

WHAT IS RATED

The following are rated under “Ice:”

- Compacted snow and ice on sidewalks at the perimeter of, or entrance to, a park.
- Compacted snow and ice on ramps in the interior of a park.
- Compacted snow and ice on staircases in the interior of a park.

The following are not rated under “Ice:”

- Ice on safety surfaces and paved surfaces in the interior of a park is not considered a hazard.
- Non-compacted snow that does not appear to have the potential to freeze.

ICE RATING CRITERIA

Accessibility

- There should be a clear path at least three feet in width to allow safe passage on sidewalks around the perimeter of, or entrance to, a park.
- There should be a clear path at least three feet in width to allow safe passage on staircases and ramps in the interior of the park.
- All paths created on a staircase and ramp should be next to a railing, and not down the middle of the staircase or ramp.
- At least one side of all staircases and ramps must be shoveled.



Ice on a sidewalk
Priority One Immediate Attention



Ice on a staircase
Priority One Immediate Attention

CLEANLINESS FEATURES

ICE IMMEDIATE ATTENTION HAZARDS

Priority One

- Presence of ice on sidewalks around the perimeter of, or entrance to, a park that does not have a clear path of at least three feet in width.
- Presence of ice on staircases and ramps in the interior of a park that does not have a clear path of at least three feet in width.

Priority Two

- Presence of compacted snow on sidewalks around the perimeter of, or entrance to, a park that does not have a clear path of a least three feet in width.
- Presence of compacted snow on staircases and ramps in the interior of a park that does not have a clear path of a least three feet in width.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

<u>Ice Ratings Standards</u>		
	Playground, Small Park, or Greenstreet	Large Park Zone
(U)	<ul style="list-style-type: none"> • 1 or more Priority Two Immediate Attentions for ice are present. 	<ul style="list-style-type: none"> • 2 or more Priority Two Immediate Attentions for ice are present.
(U/S)	<ul style="list-style-type: none"> • 1 or more Priority One Immediate Attentions for ice are present. 	<ul style="list-style-type: none"> • 1 or more Priority One Immediate Attentions for ice are present.

CLEANLINESS FEATURES

LITTER

WHAT IS RATED

The following are rated under “Litter:”

- Refuse that has been discarded somewhere other than a proper garbage bag or receptacle.
- Bird feces, such as pigeon waste.
- Non-bird feces, such as canine waste.
- Accumulated grime on structural features. Grime includes, but is not limited to: residue from food products, bodily fluids, oily substances, grease, or stains.
- Health hazards such as condoms, syringes, non-bird feces, and fetid water. Fetid water is a pool of water that has been sitting for more than 24 hours, and usually contains signs of algae or insect infestation.
- Garbage cans and bagged garbage awaiting pick-up.
- Dumping in natural areas, including abandoned cars. Dumping includes any items brought into the park by people or businesses for the purpose of disposal. Common dumping items include: appliances, furniture, bicycles/motorcycles and tires.
- Refuse in water bodies.
- Debris along beach shorelines.
- Unbroken glass is rated under “Litter.”
- Broken glass is rated under “Glass.”
- Natural debris will not be rated unacceptable unless it presents a safety hazard and is considered an Immediate Attention (i.e. leaves obscuring steps).



Heavy litter by a playground

LITTER RATING CRITERIA

Accumulation

Accumulations of litter can be light, moderate, or heavy. The definitions of light, moderate, and heavy depend on the type of litter found at a site. (See the table on page 28 for the different types of litter.)

CLEANLINESS FEATURES

Grime, stains, and bird feces on structural features will be deemed light, moderate, or heavy depending on how severely the condition detracts from the appearance of a feature, and how adversely it affects the public's ability to use that feature.

<u>Accumulation of Litter</u>			
	Light	Moderate	Heavy
Man Made Refuse	Fewer than 15 pieces.	15 to 30 pieces.	More than 30 pieces.
Litter baskets and bagged garbage:	Bags, secured, piled, waiting for pickup.	Can overflowing, generally with multiple pieces of litter, less than 6 inches in height.	Can overflowing, generally with multiple pieces of litter, more than 6 inches in height.
Non-bird feces:	1-2 pieces or equivalent.	3-4 pieces or equivalent.	More than 4 pieces or equivalent.
Dumping:	Examples: <ul style="list-style-type: none"> • 1-2 tires, • Small appliance, • Shopping cart, • Small piece of furniture, or • Multiple crates. 	Examples: <ul style="list-style-type: none"> • 3-6 tires, • Large appliance, • Large piece of furniture, • Multiple pieces of small furniture, or • 2-3 shopping carts. 	Examples: <ul style="list-style-type: none"> • 1 abandoned vehicle, • 1 boat, • 1 refrigerator, • More than 6 tires, or • More than 3 shopping carts.

CLEANLINESS FEATURES

Number of Problem Areas

An Inspector notes how many areas have light, moderate, or heavy litter. Areas can be the following:

- A distinct area such as a handball court, sidewalk, or MPPA.
- At a playground or small park, a 25 x 25 square foot area or along a 100 foot line.
- In a large park zone, a 50 x 50 square foot area or along a 200 foot line.
- For the litter feature, there can be more than one type and accumulation of litter at a single problem area. For example, OMP Inspectors may note conditions for both man-made refuse and non-bird feces in the same problem area.
- At a small site, such as a Greenstreet or a triangle, approximately 25 x 25 square foot in area, or a mall 100 feet long, litter is determined to be light, moderate, or heavy for the site overall.

LITTER IMMEDIATE ATTENTION HAZARDS

Priority One

- Serious health hazards, such as syringes, condoms, or dead animals, regardless of size, in a critical area.
- Non-bird feces on safety surface or on any above-grade, high-use feature (i.e. benches or play equipment).
- Bee or wasp hive in an active play area during the spring, summer, or fall inspection seasons.

Priority Two

- Serious health hazards, such as syringes, condoms, or dead animals, regardless of size, in an active area.
- Standing, fetid water.
- Live rodent sighting or presence of rodent holes. Rodent holes will be exempt from rating in the event that appropriate signage is present to indicate that active baiting is taking place at the site.
- Slip hazard due to the presence of a foreign substance, such as sand or natural debris, in critical or active area.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

CLEANLINESS FEATURES

<u>Litter Ratings Standards</u>			
	Small Site	Playground/ Small Park	Large Park Zone
(U)	<ul style="list-style-type: none"> • Litter is moderate at the site overall. 	<ul style="list-style-type: none"> • 3 or more areas have moderate litter. • 1 or more areas have heavy litter. • 1 or more Priority Two Immediate Attentions for litter are present. 	<ul style="list-style-type: none"> • 4 or more areas have moderate litter. • Litter is heavy in 1 area and moderate or heavy in 1 additional area. • 2 or more Priority Two Immediate Attentions for litter are present.
(U/S)	<ul style="list-style-type: none"> • Litter is heavy at the site overall. 	<ul style="list-style-type: none"> • 6 or more areas have moderate or heavy litter. • 3 or more areas have heavy litter. • 1 or more Priority One Immediate Attentions for litter are present. 	<ul style="list-style-type: none"> • 8 or more areas have moderate or heavy litter. • 4 or more areas have heavy litter. • 1 or more Priority One Immediate Attentions for litter are present.

CLEANLINESS FEATURES

WEEDS

WHAT IS RATED

The following are rated under “Weeds:”

- Unsightly vegetation in and around structural features.
- Growth in clay infields of a baseball or softball field.
- Undeveloped areas that are overgrown and encroach onto structural features.
- Weeds that have grown through fences, even if they do not originate from Parks property.



Heavy weeds along a park path and around benches

The following are not rated under “Weeds:”

- Overgrown trails in large park zones are rated under “Trails.”
- Weed growth in lawns is rated under “Lawns” (for lack of mowing).
- In Greenstreets and in large parks, weed growth in horticultural areas is rated under “Horticultural Areas” (for lack of weeding).

WEEDS RATING CRITERIA

Accumulation

Weeds are considered to be either light, moderate, or heavy in the following accumulations:

<u>Accumulation of Weeds</u>		
Light	Moderate	Heavy
Less than 20% of an area, where weed growth is possible, is infested with weeds.	20% to 50% of an area, where weed growth is possible, is infested with weeds.	More than 50% of an area, where weed growth is possible, is infested with weeds.

CLEANLINESS FEATURES

Number of Problem Areas

An Inspector notes how many areas of potential weed growth have light, moderate, or heavy weeds. Areas can be the following:

- A distinct area such as handball courts, sidewalk, or MPPA.
- At a playground or small park, a 25 x 25 square foot area or along a 100 foot line.
- In a large park zone, a 50 x 50 square foot area or along a 200 foot line.
- At a small site, such as a Greenstreet or a triangle, approximately 25 x 25 square feet in area, or a mall 100 feet long, weeds are determined to be light, moderate, or heavy for the site overall.
- Tree pits are not rated as a separate problem area.



Weeds in a tree pit

WEEDS IMMEDIATE ATTENTION HAZARDS

Priority One

- Weed growth that hides or obscures a traffic sign or fire hydrant, or overgrows onto a roadway.



Heavy weeds

Priority Two

- Weed growth that obscures lips of sidewalk or steps, creating a trip hazard.
- Hazardous weeds such as poison ivy or plants with thorns that encroach that onto structural features.
- Wild mushrooms (that could be poisonous) in any play area.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

CLEANLINESS FEATURES

Weed Ratings Standards

	Small Site	Playground/ Small Park	Large Park Zone
(U)	<ul style="list-style-type: none"> • Weeds are moderate at the site overall. 	<ul style="list-style-type: none"> • 3 or more areas have moderate weeds. • 1 or more areas have heavy weeds. • 1 or more Priority Two Immediate Attentions for weeds are present. 	<ul style="list-style-type: none"> • 4 or more areas have moderate weeds. • Weeds are heavy in 1 area and moderate or heavy in 1 additional area. • 2 or more Priority Two Immediate Attentions for weeds are present.
(U/S)	<ul style="list-style-type: none"> • Weeds are heavy at the site overall. 	<ul style="list-style-type: none"> • 6 or more areas have moderate or heavy weeds. • 3 or more areas have heavy weeds. • 1 or more Priority One Immediate Attentions for weeds are present. 	<ul style="list-style-type: none"> • 8 or more areas have moderate or heavy weeds. • 4 or more areas have heavy weeds. • 1 or more Priority One Immediate Attentions for weeds are present.

Structural **Features**

STRUCTURAL FEATURES

BENCHES

WHAT IS RATED

Benches, as well as bleachers and picnic tables, are rated under “Benches.” Chess and checkers tables are rated under “Play Equipment.”

Borough Maintenance and Operations can remove benches at a site if they have first checked with the community and received the approval of the Chief of Operations.

The boroughs are responsible for informing OMP when a significant

amount of benches have been removed from a park. The borough needs to explain why the benches were removed (i.e. construction) and what future actions are planned. Based on this information, and how much the lack of benches affects the use of a site, OMP will rate the feature accordingly.



Benches missing slats

BENCHES RATING CRITERIA

Benches will be rated with respect to the following criteria:

Damage

This includes cracks, broken slats or supports, exposed reinforcement bars, and wood-rot.

Needing Paint

Benches that require paint will be noted. Exempt from rating are benches with pressure-treated wood.



A bench in need of paint

Missing slats

Missing

If benches provide the predominant recreational activity at a site and have been mostly or completely removed, benches will be rated unacceptable.

STRUCTURAL FEATURES

BENCHES IMMEDIATE ATTENTION HAZARDS

Priority One

- Bleachers that are in danger of collapsing and are greater than four feet in height.

Priority Two

- A slat or support which is in danger of collapsing.
- A splintered or damaged slat with sharp edges.
- A bolt which protrudes one-quarter inch or more with sharp edges.
- A loose, unsecured slat which can pinch or fall off.
- An exposed reinforcement bar with jagged or sharp edges.



Bench was splintered and damaged

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

<u>Benches Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • 25% or more of the benches are damaged, require paint, or are missing slats. • 50% of benches at a site have been mostly or completely removed. • At a playground, small park, or Greenstreets site, 3 or more Priority Two Immediate Attentions for benches are present. • In a large park zone, 6 or more Priority Two Immediate Attentions for benches are present.
(U/S)	<ul style="list-style-type: none"> • Benches provide the predominant recreational activity at a site and are so unacceptable that they prevent the public from using the site. • 1 or more Priority One Immediate Attentions for benches are present.

STRUCTURAL FEATURES

FENCES

WHAT IS RATED

All fences at a site are rated. The following are rated under “Fences:” ballfield backstops and team bench fences, temporary fencing (except for plastic mesh safety fencing), and guardrails. Guardrails, unlike other fencing, are not rated unacceptable for rust.



Damaged fence

Fence running along railroad tracks, fence along parkways, and fence around concessionaires are the responsibility of other agencies or the concessionaire, and are not rated. Sneakholes in such fencing are noted in the inspection and do not affect the rating of the site. In the event that temporary fencing separates a playground or other sub-property from a large park zone, the fence can be rated as a feature for both the sub-property and large park zone.

FENCES RATING CRITERIA

Fences will be rated with respect to the following criteria:

Appearance

Fencing, except for guardrails and chain link fence in a natural setting, should not be rusted or in need of painting.



A fence in need of paint

Structural Defects

Fencing should not be damaged, missing, or in need of tiebacks or crossbars. Missing crossbars are rated unacceptable only when their absence causes damage to the fencing.

Number of Non-Formalized Sneakholes

“Formalized” sneakholes are acceptable as long as they do not create a hazard. A formalized sneakhole is a deliberate opening in the fencing, created by Maintenance and Operations, to allow access to a site. Sneakholes that are the result of vandalism are unacceptable.

STRUCTURAL FEATURES

FENCES IMMEDIATE ATTENTION HAZARDS

Priority One

- Sneakhole, or missing fencing, which leaves a drop of four feet or more.
- Missing section of swing safety fencing.
- Unlocked, missing, or damaged fencing that would allow access to critical areas, such as swimming pools (regardless of depth), water bodies, catch basins, water valves, etc.



Missing tie backs under basketball hoop

Priority Two

- Sneakhole, or missing fencing, which leaves a drop from two feet to four feet.
- Protruding fencing with sharp edges in an active area. Including safety fencing for swings or the fencing directly adjacent to a sneakhole.
- A trip hazard created by downed sections of fencing in an active area.
- An ankle turn hazard created by missing tie-backs at ground level behind a basketball hoop.
- Fencing that contains barbed wire that is less than eight feet in height.
- Hole in safety fencing, such as backstops, large enough for a moving ball or other object to get through.



Fence has a sneak hole

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

STRUCTURAL FEATURES

Fencing Rating Standards

(U)	<ul style="list-style-type: none">• 25% or more of the fencing is rusted or in need of paint.• 25% or more of the fencing is damaged, missing, or in need of tiebacks or crossbars.• 3 or more non-formalized sneakholes are present.• At a playground, small park, or Greenstreets site, 1 or more Priority Two Immediate Attentions for fences are present.• In a large park zone, 2 or more Priority Two Immediate Attentions for fences are present.
(U/S)	<ul style="list-style-type: none">• Fences are the predominant feature at a site, and are so unacceptable that they severely detract from the overall appearance of the site.• 1 or more Priority One Immediate Attentions for fences are present.

STRUCTURAL FEATURES

PAVED SURFACES

WHAT IS RATED

All hard pavements covering the ground are rated as “Paved Surfaces,” excluding sidewalks. Examples of paved surfaces include all non-sidewalk asphalt, cement, hex-block, Belgian block, brick, and cobblestone surfaces. Also rated under paved surfaces are drains, utility covers, quick-couplers, stairs, and retaining walls. Basketball courts, asphalt ballfields, tennis courts, handball courts, and bocce court walls are also rated. Boardwalks at beaches are rated under paved surfaces. With the exception of footbridges, bridges are not rated for structural condition.



Good paved surface
without issues

Severely faded sports coating on court areas will be noted under “Paved Surfaces”, but will not affect the feature’s rating. Basketball backboards and rims, tennis court nets, and handball walls are rated under “Play Equipment.”

PAVED SURFACES RATING CRITERIA



Paved surface with
deterioration of hex blocks

The paved surface ratings are determined by the percentage of the paved surface suffering from structural deterioration.

Structural deterioration includes severe spalling, chipping paint, missing segments, holes, cracks, protrusions, and uplifts.

The paved surface ratings are also determined by the percentage of paved surfaces that have been patched or blocked-off

by Maintenance and Operations.

STRUCTURAL FEATURES

PAVED SURFACES IMMEDIATE ATTENTION HAZARDS

Priority One

- Missing manhole or drain cover.
- Impalement hazard of six inches or more in height, such as sharp sign post stub.
- Trip hazard of four inches or more in height (vertical difference) in an active area.
- Trip hazard of at least one and half inches on staircase.



Paved surface with a trip hazard

Priority Two

- Trip hazard of one and half inches or more in height (vertical difference) in an active area.
- Trip hazard of four inches or more in height (vertical difference) in an inactive area.
- Section of paved surface where spalling or missing segments have created loose, rubble-strewn, slippery conditions.
- Tree pits or tree lines are four inches or more below the grade of the surrounding paved surface.
- Missing water valve cover.
- Exposed sharp edges or bolts resulting from damage to a quick-coupler or water fountain.
- Ankle-turn hazard due to cracks two inches or greater in width in courts or MPPA.
- Ankle-turn hazard due to missing expansion joint fill material in handball court joints.
- A problem with the retaining wall or shoreline surrounding a water body creates a trip or fall hazard into a water body.



Paved surface with ankle turn

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

STRUCTURAL FEATURES

Paved Surface Rating Standards

(U)	<ul style="list-style-type: none">• 25% or more of the paved surface suffers from structural deterioration.• 75% or more of the paved surface has been patched or blocked off by Maintenance and Operations.• At a playground, small park, or Greenstreets site, 1 or more Priority Two Immediate Attentions for paved surfaces are present.• In a large park zone, 2 or more Priority Two Immediate Attentions for paved surfaces are present.
(U/S)	<ul style="list-style-type: none">• Paved surfaces are the predominant feature at a site, and are so unacceptable that they severely detract from the overall appearance or use of the site.• 1 or more Priority One Immediate Attentions for paved surfaces are present.

STRUCTURAL FEATURES

PLAY EQUIPMENT

WHAT IS RATED

All equipment in a park or playground intended for use by children at play, or for recreational use by teenagers and adults is rated as “Play Equipment.” This includes traditional play equipment such as slides and swings, Timberform and modular adventure play equipment, handball walls and basketball backboards and rims, bocce courts and sandboxes, exercise equipment, goal posts on athletic fields and tennis court nets (except during the winter). Three-dimensional animal art surrounded by safety surface is also rated.



Good playground

Structures not meant for play such as art installations, statues, and memorials are not rated.

Play equipment found on beachfronts, such as volleyball courts, will also be rated under play equipment

PLAY EQUIPMENT RATING CRITERIA

Play equipment will be rated with respect to two criteria:

Structural Deterioration

Structural deterioration for play equipment includes rust, rot, splintering, dents, and peeling or chipped paint. Structural deterioration is considered to be either light, moderate, or heavy for any given piece of play equipment in the following accumulations:

<u>Structural Deterioration of Play Equipment</u>		
Light	Moderate	Heavy
Less than 20% affected.	20% to 50% affected.	More than 50% affected.

STRUCTURAL FEATURES

Usability

A piece of play equipment is usable if it is in good working order, is not blocked-off, and has not been either partially or wholly removed.

Gaps created by loose bolts, which present a pinch hazard, on adventure wheels will be flagged as a Pre-Immediate Attention by the Inspector.



Sharp protruding metal on a j-swing

PLAY EQUIPMENT IMMEDIATE ATTENTION HAZARDS

Priority One

- Fall hazards from a height of four feet or more due to:
 - Damaged or missing guardrails/barriers on play equipment.
 - Damaged, loose, or missing climbing apparatus or sliding pole in danger of detaching from play equipment.
 - Rotted and/or uneven Timberform.
- Severe laceration or impalement hazards due to:
 - Sharp protrusions one inch or more in length.
- Hazard where users are in motion and cannot readily stop themselves. Examples include the following:
 - Pronounced gap or protrusion on the slide platform or bed, due to damage or structural deterioration, that creates an entanglement, laceration, or impalement hazard.
 - Swing or cargo net with any open hooks, chains, or yokes.
 - Any hooks, chains, or yokes link that are more than two thirds worn through.
 - Entire apparatus or substantial components in danger of collapsing or breaking away.



A swing bracket is worn 2/3 through -a Priority One Immediate Attention.

STRUCTURAL FEATURES

Priority Two

- Fall hazards from a height of two and half to four feet due to:
 - Damaged or missing guardrails/ barriers on play equipment.
 - Rotted, uneven Timberform.
 - Missing, loose, or damaged equipment, such as suspended rings.
- Cut, scrape and laceration hazards due to:
 - Exposed metal on swing with sharp or jagged edges.
 - Sharp, protruding screw, bolt, or nail; any bolt on play equipment with more than two threads protruding.
 - Jagged, splintered wood.
- Hazards where a user is in danger of having an appendage caught or pinched. Examples include the following:
 - Planks on adventure platforms which are loose and pinch together.
 - A gap or opening in the fulcrum of a see-saw resulting from damage or deterioration to the see-saw where fingers could be caught or pinched.
 - Any hooks, chains, or yokes that are one third worn-through.
 - Gaps between panels on a spiral slide causing an entanglement hazard.
 - Gaps created by loose bolts.
 - Cracks in plastic cargo nets.



Missing slats

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

STRUCTURAL FEATURES

<u>Play Equipment Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • 50% or more of the play equipment exhibits moderate structural deterioration. • Any 1 piece of play equipment exhibits heavy structural deterioration. • One-third or more of the play equipment intended for the site is no longer usable, except when play equipment is limited to Chess and Checkers tables.. • At any site, 1 or more Priority Two Immediate Attentions are present.
(U/S)	<ul style="list-style-type: none"> • Two-thirds of all play equipment at a particular site is unusable, except when play equipment is limited to Chess and Checkers tables.. • 1 or more Priority One Immediate Attentions for play

PLAY EQUIPMENT CAPITAL DESIGN ISSUES

- Play equipment at a site will be flagged for capital design when Pipe-Form play equipment (i.e. monkey bars) or Fulcrum See-Saws are present at the site.
- Play equipment at a site will be flagged for capital design when there are fall hazards from a height of four feet or more on Timberform play equipment.
- Play equipment at a site will be flagged for capital design when there are overlapping use zones between play stations or hazardous placement of play equipment.
- Gaps on top of traditional slides will be flagged as a capital design issue.

STRUCTURAL FEATURES

SAFETY SURFACE

WHAT IS RATED

All materials under and around play equipment whose purpose is to protect against injuries due to falls are rated under “Safety Surface.” This includes poured-in-place safety surface, interlocking and sectional rubber matting, as well as loose-fill materials such as wood chips and sand.



Good safety surface

In large parks, a bed of wood chips should surround exercise equipment. This bed of wood chips will be rated under safety surface.

SAFETY SURFACE RATING CRITERIA



Safety surface uplifted causing safety hazard

Safety surface ratings are determined by the percentage of the safety surface that is in disrepair. Disrepair includes safety surface that is damaged, worn, or uplifted; that has missing or protruding plugs; or that has metal anchors with missing rubber caps. The severity of a hazard often depends on whether it is located in a critical or non-critical area of the safety surface. A critical area of the safety surface is generally within six feet of play

equipment, whereas a non-critical area is considered the periphery of the safety surface.

SAFETY SURFACE IMMEDIATE ATTENTION HAZARDS

Priority One

- One square foot or more of exposed concrete, asphalt, or compacted earth in a critical area of the safety surface at a playground resulting from the following:
 - Missing section of rubber matting.
 - Hole due to worn-away poured-in-place safety surface.

STRUCTURAL FEATURES

- Hole due to washed-away sand or wood chips.
- Nail at grade or protruding in any critical area of the safety surface.

Priority Two

- Less than one square foot of exposed concrete, asphalt, or compacted earth in a critical area of the safety surface at a playground.
- Two or more instances in non-critical areas of the safety surface at a playground of any of the following:
 - Missing section of rubber matting.
 - Hole due to worn-away poured-in-place safety surface.
 - Hole due to washed-away sand or wood chips.
- Insufficient or missing loose-fill material around exercise equipment in a large park.
- Uplift of one and half inches or more in height, in any area other than in inaccessible areas under the play equipment.
- Two or more instances of safety surface separated two inches or more in width, in any area other than in inaccessible areas under the play equipment.
- Bolt or exposed metal plug at grade or protruding in any critical area of the safety surface.



Safety surface damaged in a critical area of the playground



2 inch gap in safety surface causing safety hazard

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

STRUCTURAL FEATURES

Safety Surface Rating Standards

(U)	<ul style="list-style-type: none">• 25% or more of the safety surface at the site is in disrepair.• 1 or more Priority Two Immediate Attentions for safety surface are present.
(U/S)	<ul style="list-style-type: none">• 1 or more Priority One Immediate Attention for safety surface is present.

SAFETY SURFACE CAPITAL DESIGN ISSUES

- Safety surface at a site will be flagged for capital design when the safety surface around the play equipment does not cover the equipment's entire use-zone. (A use zone is defined as the area that covers six feet or more from all play equipment.)
- Safety surface at a site will be flagged for capital design when a manhole cover or grate at the grade of the safety surface is exposed.

STRUCTURAL FEATURES

SIDEWALKS

WHAT IS RATED

All sidewalks adjoining perimeter roads are rated, including sidewalks made of concrete, asphalt, brick or block pavers. Curbs, drains, and utility covers on or adjacent to the sidewalk are also rated.

Belgian blocks and tree pits between the sidewalk and the street or the sidewalk and the perimeter fence are rated under “Paved Surfaces.”



A sidewalk without issues

SIDEWALKS RATING CRITERIA

Sidewalk ratings are determined by the percentage of the sidewalk suffering from structural deterioration. Structural deterioration for sidewalks includes severe spalling, missing segments, holes, cracks, protrusions, and uplifts.

Inspectors will note the percentage of sidewalk that has been patched or blocked-off by Maintenance and Operations.

SIDEWALKS IMMEDIATE ATTENTION HAZARDS



Severe trip hazard on sidewalk

Priority One

- Missing manhole or drain cover.
- Impalement hazard of four or more inches, such as a sharp sign post stub.
- Severe trip hazard of four or more inches in height (i.e. uplifted section, missing section, etc.).

STRUCTURAL FEATURES

Priority Two

- Trip hazard of at least one and half inches (i.e. uplifted section or crack).
- Section of sidewalk where spalling or missing sections have created loose, rubble-strewn, slippery conditions.
- Missing valve cover.



Sidewalk trip hazard

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

<u>Sidewalk Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • 25% or more of the sidewalk suffers from structural deterioration. • 75% or more of the sidewalk has been patched or blocked off by Maintenance and Operations. • At a playground, small park, or Greenstreets site, 1 or more Priority Two Immediate Attentions for sidewalks are present. • In a large park zone, 2 or more Priority Two Immediate Attentions for sidewalks are present.
(U/S)	<ul style="list-style-type: none"> • Sidewalks are the predominant feature at a site, and are deemed unacceptable for the entire site because they severely detract from the overall appearance or public use of the site. • 1 or more Priority One Immediate Attentions for sidewalks are present.

Landscape **Features**

LANDSCAPE FEATURES

ATHLETIC FIELDS

WHAT IS RATED

All areas designated for active-recreational use are rated as “Athletic Fields.” Some examples of athletic fields include baseball, cricket, football, and volleyball fields. It also includes multi-use athletic fields, artificial turf fields, running tracks, and the clay infields of turf ballfields. Athletic fields are usually identified by boundary lines, goalposts, or backstops.



An athletic field

The following are not rated under “Athletic Fields:”

- Asphalt ballfields are rated under “Paved Surfaces.”
- Lawns that are not designated for active recreational use are rated under “Lawns.”
- Backstops and dugout fencing at ballfields are rated under “Fences.”
- Unsightly vegetation in clay infields is rated under “Weeds.”

ATHLETIC FIELDS RATING CRITERIA

Grass or dirt athletic fields are classified as either A, B, or C athletic fields, and are rated using slightly different standards depending on their classification.

- **“A” athletic fields** are all athletic fields that are regularly irrigated and have controlled usage. “A” athletic fields are unacceptable when they are overgrown (over five inches), rutted/eroded/uneven, bare, or browned-out.
- **“B” athletic fields** are all non-irrigated baseball and softball fields. “B” athletic fields are unacceptable when they are overgrown (over five inches), rutted/eroded/uneven, or bare.
- **“C” athletic fields** are all non-irrigated soccer, cricket, football, volleyball, and multi-use athletic fields. “C” athletic fields are unacceptable when they are overgrown (over five inches) or rutted/eroded/uneven. “C” athletic fields are not rated for bareness.

LANDSCAPE FEATURES

Artificial turf fields, running tracks, and the clay infields of turf ballfields will be rated for structural deterioration and potential hazards. Track or field conditions will be determined by assessing the percentage of structural deterioration. Examples include the presence of divots, holes, uplifts, and missing sections.



Bare athletic field

ATHLETIC FIELDS IMMEDIATE ATTENTION HAZARDS

Priority One:

- A hole, one foot or more in diameter and one foot or more in depth, in an active area.
- An uplift, divot, or missing section creating an vertical difference of at least four inches in height.

Priority Two

- A hole, one foot or more in diameter and one foot or more in depth, in an inactive area.
- A hole less than one foot in width or less than one foot in depth.
- An uplift, divot, or missing section creating a trip hazard of at least one and half inches in height.
- An uneven surface in an active area creating an ankle turn hazard.



A hole in an athletic field—
Priority Two Immediate Attention

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

LANDSCAPE FEATURES

<u>Athletic Fields Rating Standards</u>	
(U)	<ul style="list-style-type: none">• 25% or more of the A or B athletic fields are bare.• 25% or more of synthetic turf fields have missing or damaged sections• 50% or more of the A, B, or C athletic fields are unacceptable (see Ratings Criteria).• Playgrounds cited for 1 or more Priority Two Immediate Attentions for athletic fields.
(U/S)	<ul style="list-style-type: none">• Grass that is greater than 1 foot in height.• Athletic fields are the predominant feature, and severely detract from the overall appearance or use of a site.• Athletic fields cited for 1 or more Priority One Immediate Attentions.

LANDSCAPE FEATURES

HORTICULTURAL AREAS

WHAT IS RATED



A horticultural area

All ornamental planted areas are rated under “Horticultural Areas.” This includes areas planted with shrubs, vines, and flower beds. Horticultural plantings in small parks and playgrounds, such as Greeting Gardens, are also rated under horticultural areas. Above-ground planters and pots are not rated for bareness during the winter inspection season. Mulch levels and empty tree pits are noted, but do not affect the feature

rating. Inspectors also note when tree rescue or plant deadheading needs to be performed.

HORTICULTURAL AREAS RATING CRITERIA

Horticultural areas will be rated with respect to the following criteria:

Dead or dying

Horticultural areas, especially at Greenstreets sites, should be regularly watered.

Weed Infestation

Weeds are unsightly, and pose a threat to ornamental plantings.

Bareness

Horticultural areas should not be bare, except in the winter and in areas normally planted with annuals.

General Maintenance

Horticultural areas should be free from damage and broken fencing.

Soil Condition

Soil should not be severely compacted or eroded.

LANDSCAPE FEATURES

HORTICULTURAL AREAS IMMEDIATE ATTENTION HAZARDS

Priority One

- Shrubs or vines that obscure a traffic sign.

Priority Two

- Shrubs or vines in an active area that protrude at or near eye level (three to six feet).
- A hole, one foot or more in diameter and one foot or more in depth.



Weed fabric is visible

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

<u>Horticultural Areas Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • 25% or more of the plants or 25% or more of the horticultural area are unacceptable (See Ratings Criteria). • A small park or Greenstreets site is cited for 1 or more Priority Two Immediate Attentions. • A large park zone is cited for 2 or more Priority Two Immediate Attentions are present.
(U/S)	<ul style="list-style-type: none"> • A Greenstreets site at which 50% or more of the plants or 50% or more of the horticultural area are cited for violations (see Rating Criteria). • Horticultural areas which are so prominent and so unacceptable that they severely detract from the overall appearance of the site. • A horticultural area cited for 1 or more Priority One Immediate Attentions.

LANDSCAPE FEATURES

LAWNS

WHAT IS RATED

In playgrounds and small parks, all areas not designated for active recreational-use where grass, shrubs, or horticultural plantings do or should exist are rated under “Lawns.” Turf ballfields are rated under “Athletic Fields.”



A lawn without any issues

In large park zones, all areas that are designed for passive use where grass does or should exist are rated as “Lawns.” Ballfields and other active recreational-use fields are rated under the feature “Athletic Fields.” Horticultural plantings in large parks are rated under the feature “Horticultural Areas.”

At Greenstreets sites, horticultural plantings are also rated under “Horticultural Areas.” Horticultural plantings in playgrounds and small parks are rated under “Lawns” for the sake of consistency with past ratings, and because it is often difficult to distinguish between lawns and horticultural areas at small sites.

LAWNS RATING CRITERIA

Lawns are classified as either “A” or “B” lawns, and are rated using slightly different standards depending on their classification.

- **“A” lawns** have irrigation and their usage is controlled. “A” lawns are unacceptable when they are improperly mowed, when a lawn is more than five inches in height, rutted/eroded/uneven, weed-infested, browned-out, or bare.
- **“B” lawns** are all non-irrigated lawns. “B” lawns are unacceptable when they are overgrown (over six inches), rutted/eroded/uneven, or bare.

LANDSCAPE FEATURES

LAWNS IMMEDIATE ATTENTION HAZARDS

Priority One

- A hole, one foot or more in diameter, one foot or more in depth, in a high-traffic area.



Bare lawn

Priority Two

- A hole, one foot or more in diameter and one foot or more in depth, in a low-traffic area.
- A hole less than one foot in diameter or less than one foot in depth.
- Trip hazard created by a lawn four inches below the grade of an adjacent paved surface in an active area.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

<u>Lawns Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • For “A” lawns, 10% or more of the lawns are bare. • For “B” lawns, 25% or more of the lawns are bare. • For “A” lawns, 20% or more of the lawns are unacceptable (see Ratings Criteria). • For “B” lawns, 50% or more of the lawns are unacceptable (see Ratings Criteria). • Excessive desire lines detract from the overall appearance of an area of the site. • For playgrounds, small parks, and Greenstreets sites, 1 or more Priority Two Immediate Attentions for lawns are present. • For large park zones, 2 or more Priority Two Immediate Attentions for lawns are present.
(U/S)	<ul style="list-style-type: none"> • Lawns are the predominant feature at a site, and are so unacceptable that they severely detract from the overall appearance of the site. • 1 or more Priority One Immediate Attentions for lawns are present.

LANDSCAPE FEATURES

TRAILS

WHAT IS RATED

All unpaved paths in a natural area that are mapped, signed, marked, or otherwise formalized are rated under “Trails.” A trail is considered formalized if it is sufficiently wide and easily discernable from the surrounding natural area. A desire line formalized by repeated public use will be rated for trail maintenance under trails.



A tree blocks the path of the trail

Cleanliness issues in natural areas are rated under the cleanliness features, i.e., graffiti, glass, ice and litter. Overgrown trails, however, are rated under trails. They are not rated under weeds. Cleanliness issues in natural areas, such as abandoned vehicles, are always rated if observed. Paved paths through natural areas that have been intentionally allowed to deteriorate are rated under trails, rather than under paved surfaces.

Trails may be made of dirt, gravel, slate or woodchips. Infrastructure along trails, including cribbing, drains, and footbridges, is also rated.

TRAILS RATING CRITERIA



Trail path is overgrown

Trails will be rated in respect to the following criteria:

Overgrowth

Trails should not be blocked by brambles, vines, limbs, and other growth.

Erosion

Trails should not be flooded, eroded or full of water.

LANDSCAPE FEATURES

TRAILS IMMEDIATE ATTENTION HAZARDS

Priority One

- Erosion or some other condition affecting a trail that is adjacent to a steep slope and posing a serious fall hazard.
- Missing section of trail or footbridge posing a serious fall hazard.

Priority Two

- A large hole creating a serious trip hazard.
- Hazardous weeds such as poison ivy or plants with thorns encroaching onto that trail path.
- Four inch trip hazard of any kind existing anywhere on the trail.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

<u>Table 20: Trails Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • 3 or more instances where the trail is made impassible by branches, fallen trees, or plant growth. • 3 or more instances of serious rutting, erosion, or pooling water. • 2 or more Priority Two Immediate Attentions cited for trails.
(U/S)	<ul style="list-style-type: none"> • Trails are the predominant feature, and are so unacceptable that they severely inhibit the public’s ability to use the site. • 1 or more Priority One Immediate Attentions cited for trails.

LANDSCAPE FEATURES

TREES

WHAT IS RATED

Tree issues are mainly rated in active areas, such as paved paths and play areas. Dead trees are rated in active and inactive areas, but are not rated in natural/undeveloped areas. Trees in or around paved paths are rated for low hanging branches that inhibit use of the path, in addition to dead or dangling limbs that present a danger to pathway users.

Dangling Limbs

Any dangling limb that appears, from the vantage point of the Inspector, to be greater than six feet in length and two inches in diameter will be considered large, and will be rated as a Priority One Immediate Attention. Any dangling limb that appears, from the vantage point of the Inspector, to be less than six feet in length and two inches in diameter will be considered small, and will be rated as a Priority Two Immediate Attention.



Dangling limbs

Dead Limbs

Any dead limb over an active area that appears, from the vantage point of the Inspector, to be greater than six feet in length and two inches in diameter will be rated as a Priority Two Immediate Attention.

Dead Trees

Standing dead trees, except in natural areas, should be removed.

Protruding Tree Stumps

Protruding tree stumps in active areas are rated as potential trip or impalement hazards.

TREES IMMEDIATE ATTENTION HAZARDS

Priority One

- Large dangling limbs appearing to be in danger of falling onto an active area.
- Branches that hides or obscures a traffic sign.
- A sharp tree stump that is six or more inches in height in an active

LANDSCAPE FEATURES

area and present an impalement hazard.

Priority Two

- A dead limb that appears to be in danger of falling onto an active area.
- A small dangling that appears to be in danger of falling onto an active area.
- A branch, from a mature tree, that is at eye level (three to six feet) and located in an active area.
- A trip hazard created by a tree stump which is four or more inches in height and in an active area.



Large dangling limbs

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Table 21: Trees Rating Standards	
(U)	<ul style="list-style-type: none"> • At a site with 1 to 5 trees: 1 dead tree is present or 1 tree has non-hazardous, low-hanging branches. • At a site with 6 to 10 trees: 2 dead trees are present or 2 trees have non-hazardous, low-hanging branches. • At a site with more than 10 trees: 3 or more dead trees are present or 3 or more trees have non-hazardous, low-hanging branches. • At a small park, playground, or Greenstreets site, 1 or more Priority Two Immediate Attentions for trees are present. • In a large park zone, 1 Priority One or 2 or more Priority Two Immediate Attentions for trees are present.
(U/S)	<ul style="list-style-type: none"> • Trees are the predominant feature at a site, and are so unacceptable that they severely detract from the overall appearance of the site. • 1 or more Priority One Immediate Attentions for trees are present in a small park or Greenstreet, or 2 or more Priority One Immediate Attentions for trees are present in a large park zone.

LANDSCAPE FEATURES

WATER BODIES

WHAT IS RATED

All natural and man-made bodies of water in a park, including lakes, rivers, reflecting pools, and decorative fountains, are rated. If a water body borders on a large park zone, the shore of the water body and the part of the water body visible from the zone will be rated. Debris and refuse in water bodies and on beachfronts are rated under “Litter.”



A water body has one ice rescue ladder

Retaining walls of water bodies and structural elements of fountains are rated under paved surfaces. Outdoor public pools and wading pools are not rated.

If an entire water body resides in a single large park zone, it will be rated as a single problem area.

OMP inspects for the presence of signs and ice rescue ladders at all water bodies during periods of potential freeze (from December 1 to April 1). At least one ice rescue ladder should be available every 400 feet of accessible shoreline.

WATER BODIES RATING CRITERIA



Excessive algae in a water body

Water bodies will be rated in respect to the following criteria:

Algae Infestation
Algae covering the surface of a water body is rated.

Plant Growth
Plant growth in non-functioning decorative fountains is rated as weeds.

LANDSCAPE FEATURES

WATER BODIES IMMEDIATE ATTENTION HAZARDS

Priority One

- No danger signs are posted along with ice rescue equipment at water bodies during the winter season.
- Ice rescue ladders are improperly stored, (i.e. affixed to their posts, in a manner that would detract from the public’s ability to use the ladders in an emergency).
- An ice rescue ladder is not available every 400 feet of accessible shoreline.

Hazardous conditions not explicitly listed above may be flagged as Immediate Attentions by an Inspector.

<u>Table 22: Water Bodies Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • More than 50% of the water body is infested with algae.
(U/S)	<ul style="list-style-type: none"> • Water bodies are the predominant feature at site and are so unacceptable that they severely detract from the overall appearance of the site. • 1 or more Priority One Immediate Attentions for water bodies are present.

Part Three

COMFORT STATION INSPECTION PROGRAM

OVERVIEW OF THE PROGRAM

Since August 2004, OMP has administered the Comfort Station Inspection Program (CSIP) as an additional way of evaluating the agency's overall performance. Prior to the implementation of CSIP, OMP Inspectors had tracked comfort stations as a park element under the Parks Inspection Program (PIP). This only provided Maintenance and Operations personnel with baseline information regarding comfort station conditions. Comfort stations provide an important service to the public. As such, CSIP takes a more comprehensive and structured approach to evaluating comfort stations, and assigns a rating to each facility that is inspected. This is designed to hold borough personnel more accountable for the condition of the facilities under their care.

Comfort stations are rated "Acceptable" or "Unacceptable" for their overall condition. Four primary features are rated: amenities, graffiti, litter, and structural. Comfort stations are considered unacceptable in their overall condition if the facility is closed during hours of operation, does not meet



standards of cleanliness, lacks amenities, suffers from significant structural deficiencies, or any combination of these. Comfort station inspections occur simultaneously with PIP inspections – there is not a separate sort to determine selection of facilities. The overall condition rating for the comfort station has no bearing, positive or negative, on the PIP rating for an adjoining park or playground. However, comfort station inspection information and ratings are published alongside the PIP report and reported at upper level management meetings.

CSIP provides Parks & Recreation management with a broad indicator of the condition of the agency's comfort stations. The program serves three important goals:

- To hold the agency to a higher level of accountability for the condition of the comfort stations in its parks and playgrounds;
- To help Parks & Recreation allocate resources to target problem areas; and
- To help improve overall conditions for the public.

OVERVIEW OF THE PROGRAM

What is Inspected at a Site?

A comfort station is defined as a facility that contains both a men's and a women's restroom, and is owned and maintained by Parks & Recreation. A complete comfort station inspection includes the inspection of both the men's and women's restrooms.



Inspections include all fixtures, walls, floors, ceilings, and amenities. The comfort station will be rated for litter and graffiti found inside the comfort station. Cleanliness issues that are found on the outside of the comfort station are rated within the purview of PIP.

Immediate Attention Hazards

A feature is flagged for "Immediate Attention" when one or more hazards are present in a single restroom. All features can be flagged for Immediate Attention. The following are the two levels of Immediate Attention hazards:

Priority One:

- The hazard presents the chance of a life-threatening or permanently debilitating injury.
- A single Priority One Immediate Attention will fail the feature rating, as well as the overall condition rating for a single restroom and the overall condition of the comfort station.

Priority Two

- The hazard presents the chance of a slight to serious injury.
- Graffiti that depicts hate speech or profanity.
- A single Priority Two Immediate Attention will fail the feature rating for a single restroom, and the overall feature rating for the comfort station. However, it will not necessarily fail the overall condition rating for a single restroom, and the overall condition rating of the comfort station.

OVERVIEW OF THE PROGRAM

Ratings:

Ratings are given for each men's and women's restroom during a comfort station inspection. Each restroom is rated for four comfort station features (Litter, Graffiti, Amenities, and Structural) and is assigned a restroom condition rating of "Acceptable" or "Unacceptable." In addition, each comfort station will receive an overall rating for each of the four features, and will also receive an overall condition rating for the entire comfort station.

Restroom Feature Rating

The men's and women's restrooms are rated separately. Each restroom will receive an individual feature rating for amenities, graffiti, litter, and structural. A feature can be rated either acceptable (A), unacceptable (U), or very unacceptable (U/S) based on the ratings for each feature. (Please see the rating standards for each feature in the pages that follow.) Restroom features will not be rated (N), in restrooms that are found closed. Any of the following will cause the restroom feature rating to be unacceptable:

- If an Inspector finds a single Priority One Immediate Attention in a restroom, the restroom feature rating will be very unacceptable (U/S or "Unacceptable/Site").
- If an Inspector finds a single Priority Two Immediate Attention in a restroom, the restroom feature rating will be unacceptable (U).

Restroom Overall Condition Rating

The restroom condition rating is determined to be acceptable or unacceptable depending on the ratings of the four restroom feature ratings. Any of the following will cause the restroom condition rating to be unacceptable:

- If the restroom is closed. Restrooms will not be rated (N) in comfort stations that are officially closed for the season or closed for construction.
- If an Inspector notes two or more unacceptable (U) features in a restroom.
- If an Inspector notes one or more very unacceptable (U/S or "Unacceptable/Site") features in a restroom.

OVERVIEW OF THE PROGRAM

Comfort Station Feature Rating

In addition to each restroom feature ratings, the entire comfort station will receive a comfort station feature rating for each of the four inspection features. Each comfort station feature can be rated either acceptable (A), unacceptable (U), or very unacceptable (U/S) based on each restroom feature rating. Any of the following will cause the comfort station feature rating to be unacceptable:

- If an Inspector notes a restroom feature failure for both the men's and women's restroom, the comfort station feature rating will receive an unacceptable (U) for the entire comfort station. For example, if the restroom feature rating for graffiti is unacceptable (U) in both men's and women's restrooms, the comfort station feature rating for graffiti will be rated as unacceptable (U).
- A comfort station feature rating will be unacceptable (U) when a Priority Two Immediate Attention is found in a single restroom. For example, if an Inspector notes inappropriate storage in the women's restroom, the comfort station feature rating for litter will be unacceptable (U).
- If an Inspector notes a very unacceptable (U/S or "Unacceptable/Site") restroom feature rating, the comfort station feature rating for that feature will be found very unacceptable (U/S or "Unacceptable/Site"). For example, if an Inspector notes inadequate lighting in the men's restroom, a Priority One Immediate Attention, the comfort station feature rating for structural will be rated as very unacceptable (U/S or "Unacceptable/Site").
- The comfort station feature rating for amenities is based on the total number of missing amenities for the entire comfort station, not the individual restroom. For example, if there are no paper towels in the women's restroom the comfort station feature rating for amenities will be unacceptable (U). If an Inspector notes missing liquid soap and paper towels in both restrooms, totaling four issues, the comfort station feature ratings for amenities will be very unacceptable (U/S or "Unacceptable/Site").
- If one restroom is closed, but the other restroom is open, the comfort station feature ratings will be determined by the condition of the open restroom.

OVERVIEW OF THE PROGRAM

Comfort Station Overall Condition Rating

The comfort station overall condition rating is determined to be acceptable or unacceptable depending on either the restroom condition ratings or comfort station feature ratings. Any of the following will cause a comfort station overall condition to be unacceptable:

- If at least one restroom is closed. This excludes comfort stations that are seasonal or closed for construction.
- If at least one restroom condition rating is unacceptable. For example, if the women's restroom condition rating is unacceptable (U), then the comfort station overall condition will be unacceptable (U).
- If two comfort station feature ratings are found to be unacceptable (U). For example, if both graffiti and litter are found to be unacceptable the comfort station, overall condition rating will be unacceptable (U).
- If an Inspector notes a very unacceptable (U/S) for a comfort station feature rating. For example, if structural is found to be very unacceptable, then the comfort station overall condition rating will be unacceptable (U).

FEATURES

AMENITIES

WHAT IS RATED:

The following amenities are inspected in the comfort station: toilet paper, paper towels or hand dryers, and liquid hand soap. Soap dispensers, soap globes, and toilet paper and paper towel dispensers will be rated under the structural feature.



No toilet paper

RATING STANDARDS:

All comfort stations are expected to provide basic amenities to park users. A comfort station restroom will be considered unacceptable if any of the following conditions exists at the time of the inspection:

- There is no liquid hand soap present. (Bar soap is not an acceptable alternative to liquid soap.)
- There are no paper towels or working hand dryer.
- At least 50% of the stalls do not have toilet paper.

<u>Restroom Amenities Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • If 1 of the above conditions exists in either restroom.

<u>Comfort Station Amenities Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • If 1 of the above conditions exists in either restroom.
(U/S)	<ul style="list-style-type: none"> • If a total of 4 of the above conditions exist for the entire comfort station.

GRAFFITI

FEATURES

WHAT IS RATED:

All spray paint, permanent markers, stickers, crayon, and adhesive posters that have been illegitimately applied or affixed to any surface within the comfort station are rated as graffiti. All markings on the outside of the comfort station will be rated as part of the Parks Inspection Program.

RATING CRITERIA:

Graffiti will be rated based on the total square footage of each room.

IMMEDIATE ATTENTION HAZARDS:

Priority Two

- Graffiti that depicts hate speech or profanity.

AGENCY GRAFFITI POLICY

<u>Restroom Graffiti Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • If there is at least 10 square feet of graffiti in a single restroom. • 1 or more Priority Two Immediate Attentions for graffiti are present.
(U/S)	<ul style="list-style-type: none"> • If there is greater than 20 square feet of graffiti in a single restroom.

<u>Comfort Station Graffiti Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • If there is at least 15 total square feet of graffiti for the entire comfort station.
(U/S)	<ul style="list-style-type: none"> • If there is greater than 25 total square feet of graffiti for the entire comfort station.

For more information on the agency’s graffiti policy please see “Part Two, Official Inspection Standards”, under cleanliness section for “Agency Policy on Graffiti.” (Please see page 23.)

FEATURES

LITTER

WHAT IS RATED:

The following are rated under litter: refuse that has been discarded somewhere other than in a proper garbage bag or receptacle; equipment stored within the comfort station; the condition of garbage cans and garbage bags awaiting pick-up; large quantities of natural debris; bird and non-bird feces within the comfort station; grime; health hazards such as condoms, syringes, or fetid water; and the sighting of any rodents, cockroaches, or flies within the comfort station.

RATING CRITERIA:

Accumulations of litter can be light, moderate, or heavy. The definitions of a particular accumulation depend on the type and amount of litter found:

<u>Comfort Station Litter Rating Criteria</u>			
	Light	Moderate	Heavy
Man Made Refuse	Fewer than 5 pieces.	6-10 pieces.	More than 11 pieces.
Garbage cans and bagged garbage	Bags, secured, piled, waiting for pickup.	Can overflowing, generally with multiple pieces of litter, less than 6 inches in height.	Can overflowing, generally with multiple pieces of litter, more than 6 inches in height.
Feces and grime	1-2 areas (1 square foot).	3-4 areas.	More than 4 areas.
Natural Debris	Lightly scattered.	Moderate amount evenly distributed.	Large amount densely concentrated.

IMMEDIATE ATTENTION HAZARDS:

Priority One

- Serious health hazards such as syringes, dead animals, or condoms within the comfort station.
- Broken glass anywhere within the comfort station.
- Bee or wasp hive.

FEATURES

- Inappropriately stored objects that present a serious safety hazard. Examples include, but are not limited to: gasoline cans, rock salt, cleaning agents, sharp clippers, and any objects that obstruct the exit to a comfort station.



Moderate Litter

Priority Two

- Less serious health hazards such as standing fetid water or the sighting of a cockroach, rodent, or other animal, or evidence of infestation such as a large number of ants or a fly strip covered with flies.
- Foul odor emanating from the comfort station.
- Inappropriately stored objects that present a less serious safety hazard. Examples include, but are not limited to: buckets, brooms, shovels, weed whackers, leaf blowers, and shopping carts.

<u>Restroom Litter Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • 1 or more categories of litter are found to be moderate in a
(U/S)	<ul style="list-style-type: none"> • 1 or more categories of litter are found to be heavy in a single restroom. • 1 or more Priority One Immediate Attentions for litter are present.

<u>Comfort Station Litter Rating Standards</u>	
(U)	<ul style="list-style-type: none"> • 1 or more Priority Two Immediate Attentions for litter are present.
(U/S)	<ul style="list-style-type: none"> • 1 or more categories of litter are found to be heavy. • 1 or more Priority One Immediate Attentions for litter are present.

STRUCTURAL

FEATURES

WHAT IS RATED:

The following is rated under structural features: ceilings, fixtures, floors and walls. Structural features should be in good repair. Additionally, paint should be uniform in color, applied evenly in all areas of the comfort station, and be devoid of chipping.



Uneven Paint

<u>Comfort Station Structural Features:</u> <u>What is Rated</u>	
Ceilings	All ceilings, inclined roofs, and skylights. Rated for water damage, paint, cracks, holes, leaks, dents, and ceiling tiles that are missing, misaligned, or otherwise damaged.
Fixtures	All toilets, urinals, sinks, lights, toilet paper dispensers, paper towel dispensers, mirrors, and changing tables. Rated for cracks, chipping, constantly running water, clogging, being out of order, or otherwise damaged.
Floors	All floors, stairs, and ramps inside the comfort station. Rated for cracks, missing floor tiles, uneven flooring, holes, broken or loose tiles, pooling water, clogged floor drains, cracking or loose grout, damaged stairs, and water damage.
Walls	All doors, stall panels, and stall doors. Rated for water damage, paint condition, cracks, holes, leaks, dents, unfinished areas, or other damage.

FEATURES

<u>Comfort Station Structural Rating Criteria</u>			
	Light	Moderate	Heavy
Walls	Less than 10% missing, deteriorated, damaged, or in poor repair.	10-25% missing, deteriorated, damaged, or in poor repair.	More than 25% missing, deteriorated, damaged, or in poor repair.
Ceilings	Less than 10% missing, deteriorated, damaged, or in poor repair.	10-25% missing, deteriorated, damaged, or in poor repair.	More than 25% missing, deteriorated, damaged, or in poor repair.
Floors	Less than 10% missing, deteriorated, damaged, or in poor repair.	10-25% missing, deteriorated, damaged, or in poor repair.	More than 25% missing, deteriorated, damaged, or in poor repair.
Fixtures	Less than 10% missing, deteriorated, damaged, or in poor repair.	10-25% missing, deteriorated, damaged, or in poor repair.	More than 25% missing, deteriorated, damaged, or in poor repair.

RATING STANDARDS:

The amount of damage to, or extent to which a feature is missing, any of the features will be deemed light, moderate, or heavy based upon the following:

IMMEDIATE ATTENTION HAZARDS

Priority One

FEATURES

- Four or more inches of vertical difference (i.e. uplifted section, crack, hole, and sunken area).
- Exposed wiring from an electrical fixture.
- Poor or insufficient lighting as a result of missing or inoperative light bulbs in comfort stations.

Priority Two

- One and half inches or more of vertical difference (i.e. uplifted section, crack, hole, or sunken area).
- Missing drain / water valve cover.
- Laceration hazard due to cracked fixture.

Restroom Structure Rating Standards

(U)	<ul style="list-style-type: none"> • 1 or more categories are found to be moderate. • 1 or more Priority Two Immediate Attentions are found. • More than 25% of fixtures are damaged or missing in a single restroom.
(U/S)	<ul style="list-style-type: none"> • 2 or more categories are found to be moderate. • 1 or more categories found to be heavy. • 1 or more Priority One Immediate Attentions are present.

Comfort Station Structure Rating Standards

(U)	<ul style="list-style-type: none"> • 1 or more categories are found to be moderate. • 1 or more Priority Two Immediate Attentions are found. • More than 50% of fixtures are damaged or missing in the entire comfort station. .
(U/S)	<ul style="list-style-type: none"> • 1 or more categories found to be heavy. • 1 or more Priority One Immediate Attentions are present.

- If a comfort station appears to be compliant with the Americans with Disabilities Act (ADA) standards for accessible design, none of the required amenities can be damaged or missing (i.e., railings next to urinal or toilet, lowered hand dryer, sink, etc.).

Part Four

APPENDICES

INSPECTION PROGRAM OMBUDSMAN

Filing an Appeal

The Borough Commissioner, Chief of Operations, Deputy Chief of Operations, or any designee of the aforementioned can appeal a PIP or a comfort station inspection rating to the designated Parks Inspection Program Ombudsman if he or she feels that the rating given to a site is erroneous. The Ombudsman is generally a member of the First Deputy Commissioner's staff. All appeals must be sent in writing to the Inspection Program Ombudsman within one week of the issuance of the rating being appealed. The reasons why the rating is being appealed, as well as any evidence supporting the borough's appeal (photographs, documents), should also be included.

Resolution of Appeals

The Ombudsman, after investigating the merits of an appeal, can, at his or her discretion, retroactively change the rating of a given feature or site, if he or she is convinced that the rating in question constitutes a misapplication of the official inspection standards as described in this manual. If the wrong site was rated, the Ombudsman will change the rating to "Not Rated." Except in the case where Greenstreets are not properly marked, clustered together, and the wrong site was possibly rated. In this case, the rating for that site will stand.

The Ombudsman will notify the borough in writing of his or her decision within two to four weeks of the receipt of an appeal. The resolution of an appeal by the Inspection Program Ombudsman constitutes the final decision of the Department of Parks & Recreation.

GLOSSARY OF TERMS

Accessible area:	Any area easily accessed by the public (not fenced-off or otherwise effectively obstructed). Accessible areas include both active-use areas and passive-use areas.
Accumulation:	The amount of litter, glass, weeds, etc. found in an area. Accumulations are rated as light, moderate, or heavy.
Active Area or Active-use Area:	Paved paths (not trails), sidewalks, play areas (including athletic fields), or any other intensively-used area.
AF:	Abbreviation for athletic fields.
ADA:	Abbreviation for the Americans with Disabilities Act.
Area:	Any distinct area (such as handball courts or a multi-purpose play area) or, in small parks, any 25 x 25 feet space or 100 foot line; in large parks, any 50 x 50 feet space or 200 foot line. Sites approximately 25 x 25 feet or malls less than 100 feet long are rated as a single area.
Bare:	Lacking grass, shrubs, plantings or wood chips.
BBCT:	Abbreviation for basketball court.
BE:	Abbreviation for benches.
Bridle path:	A path officially designated (typically through signage) for equestrian use. Bridle paths are rated under trails.
C + C:	Abbreviation for chess and checkers table.
Capital Design Issues:	Problems due to the design of a site which in-house forces are unable to correct. Capital design issues are most often noted for play equipment and safety surface.
Color Seal:	A latex based coating that provides traction on basketball courts, asphalt softball fields, volleyball courts, and tennis courts. Also referred to as sports coat.
Comfort Station:	A public restroom facility consisting of a men's and women's restroom.
Critical Area of Safety Surface:	The safety surface directly around play equipment onto which a child falling from or exiting the equipment would be expected to land. For stationary play equipment (i.e. adventure equipment or Timberform), the critical area is considered to be 6 feet around play equipment. For motion-oriented play equipment (i.e. swings or slides), the critical area is wherever a child could potentially land when falling or exiting from the equipment. (See "Use Zone" on page 90)

GLOSSARY OF TERMS

Deadheading:	The removal of flowers from plants when flowers are fading or dead.
Desire Line:	Any non-paved, non-formalized path. Examples include shortcuts across a lawn or through natural areas.
EE:	Abbreviation for exercise equipment.
FE:	Abbreviation for fences.
Fall Hazard:	Unobstructed potential drop of at least 2½ feet from play equipment onto safety surface. Also evaluated under fences when a sneakhole leaves a drop of 2 feet or more.
Formalized Sneakhole:	A sneakhole which has been made into an official passageway by Parks through the attachment of vertical post(s) and the clipping of all sharp edges.
GL:	Abbreviation for glass.
GR:	Abbreviation for graffiti.
Hate Speech:	Graffiti which includes language or symbols which communicate hostility towards a group of people, often based on race, gender, sexuality, or religion.
Fetid Water:	A pool of water that has been sitting for more than 24 hours, and usually contains signs of algae or insect infestation.
Grime:	Grime includes, but is not limited to: residue from food products, bodily fluids, oily substances, grease, or stains.
Hazardous Weeds:	Poison ivy, thorns, or wild mushrooms. Hazardous weeds are rated as a Priority Two Immediate Attention under weeds.
HBCT:	Abbreviation handball court.
HORT:	Abbreviation for horticultural areas.
Immediate Attention:	Any safety hazard found at a site. Immediate Attentions are defined as either Priority One or Priority Two.
Impalement Hazard:	A sharp protrusion at least 4 inches long which has the potential to pierce a patron. Common impalement hazards are sign stubs and sharp tree stumps.
Low-traffic Area:	Area not heavily or regularly used by the public. Examples are lawn areas along a hillside, fence line, etc.
LW:	Abbreviation for lawns.

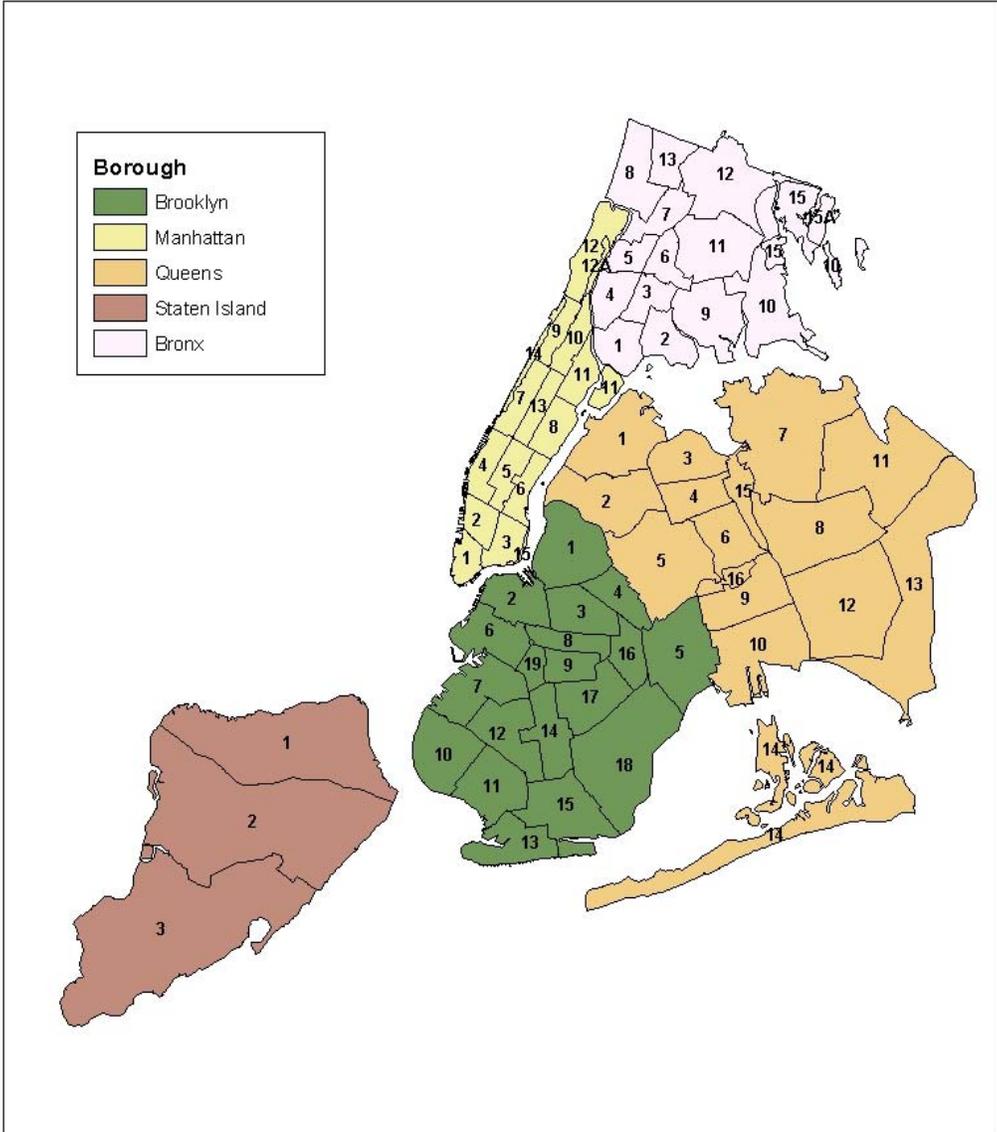
GLOSSARY OF TERMS

MPPA:	Abbreviation for multi-purpose play area.
Natural Area:	Mainly within large parks, an unlandscaped area (usually woods or meadow) which has public-access trails and is used recreationally by the public.
Passive Use Areas:	Non-recreational lawns or other less-intensively used areas.
PE:	Abbreviation for play equipment.
Pipe Form Unit (PFU):	The metal piping that forms the support structure of older adventure equipment, such as monkey bars.
Pinch Hazard:	Any juncture which could squeeze/bind the user's appendage during use, usually of play equipment or benches.
Play Area:	Play equipment and all surrounding safety surface, court areas, and athletic fields.
POW/MIA Flag:	The Prisoner of War/Missing in Action (POW/MIA) flag was created to honor members of the US Armed Forces who have been or remain prisoners of war. City Council requires these flags to be flown at all parks that fly an American flag.
Profanity:	Graffiti which includes abusive or vulgar language.
PS:	Abbreviation for paved surface.
Requirements Contracts:	Introduced in 1995, requirements contracts allow Parks to replace standard park features and improve the overall condition of a site without undertaking a complete reconstruction.
Rip-Rap:	Any material or marine life that washes up on the support/retaining wall due to the changing of the tide.
RS:	Abbreviation for routed sign.
Restroom:	A restroom consists of a single sex bathroom with toilets and urinals (men).
Small Site:	A site that does not constitute three distinct problem areas. Examples include Greenstreets, triangles, and sitting areas.
Spalling:	The significant crumbling of paved surface or sidewalk to create a loose, rubble-strewn surface.

GLOSSARY OF TERMS

Sports Coat:	A latex based coating that provides traction on basketball courts, asphalt softball fields, volleyball courts, and tennis courts. Also referred to as color seal.
SS:	Abbreviation for safety surface.
SW:	Abbreviation for sidewalks.
TL:	Abbreviation for trails.
TREE:	Abbreviation for trees.
Tree Rescue:	Process of removing real and potential health threats to street and park trees. Examples of tree rescue include removing constrictive tree guards; grates and sidewalks; widening small tree pits; removing unsightly debris; and adding soil and mulch.
Undeveloped Area:	An area that is undeveloped and has no public-access trails, that is not sanctioned by Parks for recreational use by the public versus natural areas. (See “Natural Areas” on page 89.)
Use Zone:	Standard language that is used by American Society of Testing and Materials (ASTM) and the Consumer Product Safety Commission (CPSC) to define the area of Safety Surface where children could be injured. A use zone is defined as the area that covers 6 feet or more from all play equipment.
U:	Abbreviation for unacceptable — this pertains to feature rating only.
U/S:	Abbreviation for unacceptable for site — this pertains to feature and overall condition rating (and cleanliness rating if used to describe to glass, graffiti, ice, litter, and/or weeds).
WB:	Abbreviation for water bodies.
Vertical Difference :	An uplift on any surface resulting in a trip or fall hazard.
WD:	Abbreviation for weeds.

CITYWIDE DISTRICT MAP



FIELD NOTES

FIELD NOTES

For questions or more
information regarding
this manual.

Please call:

Operations &
Management Planning

(212) 360-8234



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Originally published August 1987.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2015

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 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 Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 3rd Floor New York NY 10177	CONTACT NAME: PHONE (A/C, No, Ext): 212-994-7100	FAX (A/C, No): 212-994-7047	
	E-MAIL ADDRESS:		
INSURED TIMESQU-03 Times Square District Management Association Inc. 1560 Broadway - Suite #800 New York, NY 10036	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Starr Indemnity & Liability Company		38318
	INSURER C: New York State Insurance Fund		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 535466112

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	35907922	5/1/2015	5/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	73504840	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1000011028	5/1/2015	5/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	M21415625	7/1/2015	7/1/2016	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented Equipment			35907922	5/1/2015	5/1/2016	Limit \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured as respects the general liability, umbrella, and automobile liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to certificate holder, as respects the general liability, umbrella, and automobile liability policies terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

New York City 830 Fifth Avenue New York NY 10065 USA	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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New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (212) 587-2163

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 133627527
TIMES SQUARE DISTRICT MANAGEMENT
ASSOCIATION INC
1560 BROADWAY -SUITE # 800
NEW YORK NY 10036

POLICYHOLDER
TIMES SQUARE DISTRICT MANAGEMENT
ASSOCIATION INC
1560 BROADWAY -SUITE # 800
NEW YORK NY 10036

CERTIFICATE HOLDER
NEW YORK CITY
830 FIFTH AVENUE
NEW YORK NY 10065

POLICY NUMBER M2141 562-5	CERTIFICATE NUMBER 92580	PERIOD COVERED BY THIS CERTIFICATE 07/01/2015 TO 07/01/2016	DATE 11/5/2015
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2141 562-5 UNTIL 07/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 07/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 987915784