Who is eligible?
Any party seeking to make payment(s) (“Payor”) for a Notice of Violation that the Office of Administrative Trials and Hearings (“OATH”), formerly the Environmental Control Board (“ECB”), has adjudicated may be eligible for the NYC DOF Settlement Program (“Program”). The Payor is not required to be the name listed on the Notice of Violation (the “Respondent”).

Which violations are eligible?
Violations that OATH either adjudicated or entered as default judgments and then transferred to the Department of Finance (“DOF”) for collection are eligible. Some OATH-Adjudicated judgments, formerly ECB judgments, are compliance violations that require that the condition cited in the violation was corrected. In some cases, the Department of Buildings (“DOB”) may have already reduced the amount of the fine if the condition has been corrected. Violations that have already received a reduction from DOB will not be eligible for a settlement.

Judgments that have already been included in a prior or existing agreement, whether paid or unpaid, with the City of New York (“City”), the Department of Finance, the Law Department or another entity on behalf of the City, including but not limited to a City Marshal, the Sheriff or any outside collection agency, are not eligible for the Program.

Judgments that have been referred to a City Marshal or Sheriff for enforcement are not eligible for the Program. Once an execution has been issued to an enforcement officer, the respondent must make the payment to the enforcement officer together with the required fees and poundage.

You may also pay judgments that are not default judgments (in violation judgments) or OATH adjudicated summonses that are not yet judgments in this agreement. No discount will be provided for in violation judgments nor for OATH adjudicated summonses that are not yet judgments through this agreement.

How do I identify the eligible violations?
A Payor must search DOF’s NYC CityPay website for a list of eligible violations and corresponding judgments. A table of search results will appear that will display “Settlement Amount” if the violation meets the criteria outlined above. (For certain types of violations, your settlement amount may be the same as your original amount due.)

Please note that the search results may not include all violations naming a particular respondent, as there may be variations in the way names are spelled or addresses are entered into the City’s databases. Payors are advised to search under the respondent’s full name and address. If a Payor owes more than one property or has more than one name, the violations may be under more than one OATH ID number. Please make sure to search under all of the properties and names and note the applicable OATH ID number(s). Also, compliance violations for which proof of compliance has not been submitted to the issuing agency will not display a settlement amount in the search results. Please contact us at (212) 440-5300 if you are not sure that you have found all of your eligible violations on our site.

Can I pay some but not all of the eligible judgments under the Program?
Yes, you may pay for some but not all eligible judgments. But if you do not pay all eligible judgments that you owe, please note that your payment of judgments under these terms and conditions will not in any way prevent or forestall the legal enforcement of any other remaining unpaid judgments that are subject to collection by DOF. DOF seeks to collect the full amount of all open judgment violations and routinely refers unpaid
judgments to enforcement agents, who may seek payment from the named party on the violation in person, may seize the respondent’s non-exempt property, and will add enforcement fees to the total amount owed.

**How much must I pay?**
If the violation is a default judgment, the amount due is the current base penalty amount, interest, and one-half the amount of default penalties, if there are any. The remaining half of default penalties are waived.

If there are judgments that are not default, a payor must pay the full amount of the penalty and interest. No discount amount is provided under this agreement.

**When must the payment be made?**
These amounts must be paid immediately upon agreement with the CityPay Terms and Conditions, which includes these Additional Terms and Conditions, both of which together constitute the agreement between the respondent and DOF.

**How do I apply and pay?**
Application and payment may be made online at nyc.gov/citypay. Online payment is the fastest method of application and payment. It is subject to the CityPay Terms and Conditions, which includes these Additional Terms and Conditions, both of which together constitute the agreement between a respondent and the DOF.

Application and payment may also be made in person with credit/debit card, e-check, paper check, money order, or cash at any of the following DOF Business Center locations. Checks or money orders must be payable to “NYC Department of Finance.”

**Manhattan** - 66 John Street, 2nd Floor  
**Brooklyn** - 210 Joralemon Street, 1st Floor  
**Bronx** - 3030 Third Avenue, 2nd Floor  
**Queens** - 144-06 94th Avenue, 1st Floor  
**Staten Island** - 350 St. Mark’s Place, 1st Floor

If you are not able to apply and pay online and cannot visit one of DOF’s Business Centers, you may contact us at nyc.gov/contactsettlement or call us at (212) 440-5300 to discuss how to apply and pay by mail.

**If I participate, what are the terms of my agreement?**
By participating in the Program, you give up your rights and admit liability for all of the violation(s) that you have selected to pay under this agreement. You give up any further rights to challenge the applicable judgments. You agree to waive all of the following:

- Any right to challenge any of the violations and judgments that are paid for under this agreement in any forum, including the right to seek to vacate the default judgments.
- Any right to challenge any of the violations and judgments that are the subject of this agreement including the right to seek to vacate any of the default judgments.
- The right to challenge or contest any such violation in any administrative or court proceeding.
- The right to challenge or otherwise contest the amounts due.
- Any defenses in connection with such violations, including any claims or defenses relating to failure to receive notice of such violations.
- Any claims that such judgments have expired or are otherwise non-enforceable due to the expiration of a statute of limitations for such judgments.
• The right to contest in any forum those judgments paid under this agreement that are currently due and payable.
• The right to any other legal or factual setoff or defense.

**What happens when DOF receives my payment?**
When DOF receives timely payment of the amount required to pay the selected judgments, the City will fully release you from any further liability for such judgments as follows:

• The City irrevocably releases and discharges the respondent from any liability for the penalties and interest associated with such judgments.
• This release shall not affect any other lawsuit, violation, claim, motion, demand, agreement, claim or other action existing or which shall arise between the City and the Respondent or Payor on any other matter. Nothing in the release waives a Respondent or Payor’s obligation to comply with existing laws, ordinances, regulations, and administrative orders, including orders to correct, and, furthermore, nothing in the release shall bar the City from issuing NOVs or taking other appropriate actions with respect to any conditions that give rise to NOVs issued you, to the extent that any such conditions continue to exist or arise in the future.
• Any such release as described above is subject to the requirement that you pay timely and in full the amount required to resolve all judgments subject to this agreement. You acknowledge that the failure to timely pay in full any amounts due under this agreement will render any such release or discharge null and void.

**Non-Waiver by DOF:** Failure of DOF to enforce any of its rights upon default herein shall not be deemed a waiver of the right to do so upon any other default.