

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HPD AND DSNY  
REGARDING THE INCLUSION OF  
RECYCLING COORDINATOR INFORMATION IN THE  
ONLINE AND PAPER VERSIONS OF THE  
HPD PROPERTY OWNERS REGISTRATION SYSTEM  
DSNY PIN: 82715BR00034**

- Exhibit A** Documentation of 5-year MOU Costs  
**Exhibit B** An Intra-City Mod documenting a Budget Transfer  
**Exhibit C** A copy of an HPD Property Registration form  
**Exhibit D** A tab for the user interface of the online HPD Property Owners Registration System on which a property owner may enter Recycling Coordinator Information.

This Memorandum of Understanding (the "MOU") is made this 23<sup>RD</sup> day of February, 2015 by and between the New York City Department of Housing Preservation and Development ("HPD") with offices at 100 Gold Street New York, NY 10038 and the New York City Department of Sanitation ("DSNY") with its main offices at 125 Worth Street, New York, New York 10013 sets forth the mutual understanding of the parties.

**Whereas**, HPD and DSNY are both Mayoral Agencies of the City of New York (the "City"); and

**Whereas**, DSNY is responsible for: (1) the collection and disposal of the City's municipal solid waste; (2) the collection of the City's recyclables and delivery to recyclers; and (3) managing and enforcing the New York City mandates for recycling;

**Whereas**, DSNY desires to know the name of the Recycling Coordinator for each residential building in New York City; and

**Whereas**, HPD annually collects a variety of information from owners of residential buildings in New York City pursuant to the New York City Housing Maintenance Code; and

**Whereas**, HPD is willing to modify its Property Owners Registration System ("PROS") to allow PROS to collect and maintain information about Recycling Coordinators ("RC") and transfer that information to DSNY (the "Project"); and

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**Whereas**, DSNY is willing to pay for all HPD's costs associated with modifying PROS to allow PROS to collect and transmit Recycling Coordinator information; and

**Whereas**, this MOU is not a legally binding instrument and is only intended to set forth the understandings and expectations of the parties without creating any enforceable rights or obligations;

**NOW, THEREFORE**, HPD and DSNY set forth their mutual understanding as follows:

1. **Starting Services**

HPD will not perform any services in accordance with this MOU until the conditions described in **Section 2** of this MOU have been satisfied. Upon the satisfaction of the conditions described in **Section 2**, HPD will provide the Services as defined below in accordance with the provisions of **Section 3** hereof.

2. **Preconditions to Performance of Services.**

HPD will commence the performance of Services, as more particularly described in **Section 3**, on the date on which all of the following conditions have been satisfied ("Services Start Date"):

- a. DSNY will have submitted documentation satisfactory to HPD establishing that adequate funds have been appropriated to commence the Project;
- b. Annexed hereto as **Exhibit A** and made a part hereof is an estimate for FY 15 through FY 19 of the costs to be incurred by HPD in connection with provision of the Services to DSNY. In conjunction with executing this MOU, DSNY will execute an intra-city mod providing HPD with \$75,000 of budget authority FY15, and \$35,000 per year to cover the entire cost of the Services paid through this MOU for FY16 through FY19. (**Exhibit B**)

3. **Services**

a. DSNY will:

- 1) Provide HPD with a description of the information it would like to receive about the Recycling Coordinator (RC).
- 2) Provide the specifications for the digital data transfer it would like to receive.

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b. HPD will:

- 1) Request the Recycling Coordinator information;
  - a) As a section of the hard copy of the HPD Property Registration form sent to building owners requesting contact information for residential buildings. (A sample copy of such form is annexed hereto as **Exhibit C** and made a part hereof); and
  - b) As a tab on the user interface of the online HPD Property Owners Registration System ("**PROS**") that building owners may use to register building information. A screen shot of the relevant information request is annexed hereto as **Exhibit D** and made a part hereof.
- 2) Enter Recycling Coordinator information provided on paper forms into PROS.
- 3) If a building owner does not provide Recycling Coordinator information through the public facing PROS application, HPD will provide a one-time prompt to the user requesting the information.
- 4) Provide the Recycling Coordinator data as part of the existing digital data transfer already in place between DSNY and HPD.

4. **Funding for HPD'S Costs**

- a. DSNY will pay HPD for all costs incurred in connection with provision of the Services.
- b. DSNY will modify its budget to move \$75,000 to HPD's budget for Fiscal Year 2015 by April of 2015 to enable HPD to set up its systems to request and store the name of the Recycling Coordinator for each building.
- c. DSNY will modify its budget to move \$35,000 to HPD's budget per year for each of Fiscal Years 2016 through 2019 by September of each year to enable HPD to continue to collect, and maintain this information in its Property Registration Online System.
- d. HPD will submit the first invoice for \$75,000 by March 13.
- e. HPD will submit invoices for Fiscal Years 2016 through 2019 on an annual basis by August.
- f. HPD will send invoices to: Eric Washington, DSNY Bureau of Recycling and Sustainability, 44 Beaver St., 5th Fl., New York, NY 10004.

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- g. HPD will submit estimated annual budgets for subsequent years to DSNY three months before each City fiscal year ends.

**5. Term and Amendment of the MOU**

- a. The term of this MOU commences on the date it is signed by authorized representatives from the parties, and it will remain in full force and effect for five years from the date the MOU goes into effect. This MOU may be renewed in writing by the parties for three consecutive three-year extensions.
- b. This MOU may be amended by the written agreement of the parties. An executed copy of a written amendment may be sent electronically or by mail to the other party. The amendment will become effective when both parties have received a copy of the MOU amendment with the other party.
- c. Either HPD or DSNY may terminate this MOU upon 30 days' written notice to the other party. If the MOU is terminated, the parties will work reasonably and in good faith to conclude the intended services in an orderly manner.

**6. Notices**

Any notices or correspondence related to this MOU will be in writing, and addressed and sent by regular mail as follows. In appropriate circumstances, the notifying party may make a phone call, followed by a written notice. Send copies of all notices to the following addresses:

to HPD:

AnnMarie Santiago  
Associate Commissioner  
Office of Enforcement and Neighborhood Services  
100 Gold Street, New York, NY 10038  
(212) 863-8603  
santiaga@hpd.nyc.gov

to DSNY:

Bridget Anderson  
Deputy Commissioner for Recycling and Sustainability  
44 Beaver St, New York, NY 10004,  
(212) 437-4672  
banderson@dsny.nyc.gov

**7. Miscellaneous Provisions**

- a. Wherever in this MOU, the consent, approval, notice, or other action of either DSNY or HPD is required or permitted, such consent, approval, notice or other action will not be unreasonably withheld or delayed. Both DSNY and HPD agree to proceed in all matters addressed under this MOU using reasonableness and acting in good faith.
- b. All references to HPD or to actions to be taken by HPD include any actions by HPD's successors or assigns and any actions by HPD's subcontractors at HPD's direction.
- c. All references to DSNY or to actions to be taken by DSNY include actions by any of DSNY's successors or assigns and any actions by DSNY's subcontractors at DSNY's direction.

**8. Counterparts**

This MOU may be executed in counterparts. Each executed counterpart will be deemed an original, and the counterparts together will constitute the same instrument. Please indicate agreement to the above terms and conditions by having the appropriate signatory execute and date this MOU as evidence of consent to its terms, and send a dated, signed copy of the signature page(s) to the other party electronically or in hard copy. The MOU will become effective the day the last party receives a copy of the other party's executed signature page.

*[Signatures on the Next Page]*

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**IN WITNESS WHEREOF**, the parties have executed and acknowledged this MOU on the day and year that appear below.

**New York City Department of Housing Preservation and Development by:**

  
\_\_\_\_\_  
AnnMarie Santiago, Associate Commissioner  
Office of Enforcement and Neighborhood Services

Date: 2/23/2015

**New York City Department of Sanitation by:**

  
\_\_\_\_\_  
Bridget Anderson  
Deputy Commissioner Recycling and Sustainability

Date: 2/26/15