

**PUBLIC HEARING**

**FRANCHISE AND CONCESSION REVIEW COMMITTEE**

**MONDAY, MAY 7, 2018 @ 2:30 P.M.**

**2 LAFAYETTE STREET, NEW YORK, NY**

NOTE: INDIVIDUALS REQUESTING SIGN LANGUAGE INTERPRETERS SHOULD CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES, 253 BROADWAY, 9TH FL., NEW YORK, NEW YORK, N.Y. 10007 (212) 788-0010, NO LATER THAN SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING. TDD USERS SHOULD CALL VERIZON RELAY SERVICE.

*Franchise and Concession Review Committee Joint Public Hearing  
Monday, May 7, 2018 @ 2:30 P.M.*

**NEW YORK CITY DEPARTMENT OF INFORMATION TECHNOLOGY  
AND TELECOMMUNICATIONS**

**No. 1**      **IN THE MATTER** of the intent to seek Franchise and Concession Review Committee approval relating to: a proposed second amendment to a public communications structure franchise agreement between the City of New York and CityBridge, LLC ("CityBridge") that will modify (1) the schedule and deployment of Structures to be installed (2) the criteria applicable to siting of each Structure, (3) the provision of ancillary services, and (4) the timing of franchise compensation payments.

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

**No. 2:**      **IN THE MATTER** of the intent to seek Franchise and Concession Review Committee 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 Bryant Park Corporation ("BPC") for the operation and maintenance of Bryant Park in Manhattan, including the operation of food concessions, special events, a carousel, newsstands, seasonal markets, an ice-skating rink and other visitor services and events authorized by Parks. BPC shall operate and maintain Bryant Park for the use and enjoyment of the general public in accordance with the terms of the Agreement and to the reasonable satisfaction of the Commissioner. All gross receipts received by BPC will be used exclusively to pay all costs incurred by BPC in operating, repairing, maintaining and managing Bryant Park and in performing BPC's obligations and providing services required or permitted by the Agreement ("Expenses"). If the gross receipts received by BPC for any Fiscal Year exceed such costs ("Excess Revenues"), any Excess Revenues shall be used exclusively to pay: i) accumulated Expenses incurred in the prior Fiscal Year that exceed gross receipts for that Fiscal Year, or ii) Expenses incurred in any subsequent Fiscal Year, subject to submission to Parks of an annual income and expense statement with a certification that all of BPC's gross receipts, including

Excess Revenues, to the extent expended, were applied solely to pay Expenses, or remain available to pay for future Expenses. Any Excess Revenues not applied to Expenses at the end of the term, shall be remitted to the City in accordance with the Agreement. The term of this Agreement shall be ten (10) years with up to two (2) five (5)-year renewal options, by mutual agreement, and shall commence on Parks' giving written notice to proceed to BPC.