

LICENSE AGREEMENT

BETWEEN

ALLIANCE FOR FLUSHING MEADOWS CORONA PARK CORPORATION

AND

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

**FOR THE OPERATION AND MANAGEMENT OF FLUSHING MEADOW CORONA
PARK**

QUEENS, NEW YORK

DATED: 1/5/16

NYLD Approval: _____

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LICENSE AGREEMENT (“License Agreement” or “Agreement”) made this 3th day of January, 2016, between the City of New York (the “City”) acting by and through the New York City Department of Parks & Recreation (“Parks”), whose address is The Arsenal, 830 Fifth Avenue, New York, NY 10065, and the Alliance for Flushing Meadows Corona Park Corporation (“Licensee” or “Alliance”), a Not-for Profit Corporation whose address is Olmsted Annex, Flushing Meadows Corona Park, Flushing, New York 11368.

WITNESSETH:

WHEREAS, the Commissioner of Parks (“Commissioner”), pursuant to Section 533 of the New York City Charter, is charged with the duty to manage, maintain, and operate City parks, buildings, and recreation facilities under Parks jurisdiction for the beneficial use of the people of the City, and has the duty to plan, develop, conduct, and enter into arrangements on Parks’ behalf for the benefit of the public; and,

WHEREAS, the Commissioner has jurisdiction over Flushing Meadow Corona Park (the “Licensed Premises” or ‘Premises”), located in the Borough of Queens; 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, Licensee is a Type B not-for-profit corporation, incorporated on November 4, 2013 pursuant to Section 201 of the New York State Not-for-Profit Corporation Law; and

WHEREAS, Licensee was formed to provide financial support to and supplement the work of Parks in the improvement, maintenance and operation of the Licensed Premises and to promote, fund, generate, program and present cultural, recreational, sporting and community activities in the Licensed Premises; and

WHEREAS, Parks and Licensee desire to assure that their coordinated efforts will continue to serve the best interest of the public; and

WHEREAS, subject to the execution of this Agreement and subject to entering into a fiscal sponsorship agreement with the City Parks Foundation (“CPF”), Licensee is to receive certain yearly payments from USTA National Tennis Center Incorporated (“USTA”) pursuant to the terms of the USTA’s letter of October 15, 2013 to Parks (“USTA Letter”), attached as Exhibit A, to support and supplement Parks’ efforts in maintaining, cleaning, and improving the Licensed Premises; and

WHEREAS, Parks and Licensee collectively seek to create an effective public-private partnership whereby Parks and Licensee complement each other’s efforts in connection with improving and administering the Licensed Premises; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the City and Licensee covenant and agrees as follows:

1) GRANT OF LICENSE

- a) Commissioner hereby grants to Licensee and Licensee hereby accepts from Commissioner, a non-exclusive license ("License" or "Agreement" or "License Agreement") to use, occupy, maintain, and operate the Licensed Premises, as shown on Exhibit B attached hereto, for the benefit and best interest of the public, in accordance with the terms and conditions set forth herein, and to the reasonable satisfaction of the Commissioner.
- b) Licensee shall obtain any and all approvals, permits, and other licenses required by Federal, New York State ("State") and City laws, rules, regulations, and orders which are or may become necessary to use, occupy, operate and maintain the Licensed Premises in accordance with the terms of this License. In order to be in compliance with this License Agreement, Licensee must fulfill all of the obligations contained herein. Failure to fulfill any of the obligations set forth herein for any reason may, subject to notice and a reasonable opportunity to cure, be deemed a default by the Commissioner. Whenever any act, consent, approval, or permission is required of the City, Parks, or the Commissioner under this License, the same shall be valid only if it is, in each instance, in writing and signed by the Commissioner or his 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, unless the same is, in each instance, in writing and duly signed by the Commissioner or his duly authorized representative.

2) NO LEASE

- a) It is expressly understood that the City has title to the Licensed Premises and no land, building, space, improvement, or equipment is leased to the Licensee, but that during the Term of this License, Licensee shall have the use of the Licensed Premises and shall continue to use and occupy same in compliance with each and every provision and condition in this License.

3) SCOPE OF AGREEMENT

- a) Licensee shall provide, or cause to be provided, services as specified in this License in order to assist Parks in maintaining, operating, repairing, preserving, and programming the Licensed Premises to the reasonable satisfaction of the Commissioner.
- b) Licensee shall enter into a fiscal sponsorship agreement with the CPF in order to be able to direct the expenditures of the funds ("Maintenance Payments") received from the USTA pursuant to the terms and conditions of the USTA Letter. In addition, such Maintenance Payments may only be expended subject to the terms and conditions of the USTA Letter.

4) TERM OF THE AGREEMENT

- a) The term ("Term") of this Agreement shall be Five (5) years and shall commence on the January 5, 2016 and terminate on the 5th anniversary of such date. Upon no less than sixty (60) days' notice from the Licensee to the Commissioner, prior to the end of the Term, this License may be renewed, at the discretion of the Commissioner, for three additional five (5) year terms ("Renewal Term"), such renewal being subject to the same terms and conditions contained herein. It is the intention of the parties that this License be renewed, provided that this statement of intention shall not affect the discretion of the Commissioner as set forth herein.
- b) Notwithstanding any language contained herein, this License is terminable at will by the Commissioner, in whole or in part, at any time. Such termination shall be effective after twenty-five (25) days written notice is sent to Licensee. The Commissioner and the City, its employees and agents shall not be liable for damages to Licensee in the event that this License is terminated by Commissioner as provided for herein.

5) EXECUTIVE DIRECTOR

- a) Nothing in this Agreement shall impair or diminish the powers of the Commissioner and Parks set forth in the New York City Charter with respect to the Premises. Pursuant to Licensee's By-Laws, the Executive Director of the Alliance shall be appointed by the Commissioner and any vacancy in the position of Executive Director will be filled by an individual appointed by the Commissioner.

6) OPERATIONS, MAINTENANCE, AND REPAIR

- a) Presently, it is not anticipated that Licensee will directly perform any maintenance or repairs at the Licensed Premises, but will supplement and assist Parks with its maintenance and repair responsibilities as the parties mutually agree during the Term. Licensee may provide funding to Parks for Parks to hire seasonal and full time staff who will be assigned to the Licensed Premises, or to hire contractors to assist in the maintenance, design, or programming for the Park.
- b) Should the parties agree that Licensee will assume any maintenance or repair responsibilities at the Licensed Premises, Licensee shall adhere to the following standards:

Licensee shall comply with the rating standards for all applicable enumerated categories set forth in the Parks Inspection Program ("PIP") to the extent such standards and categories apply to the Licensed Premises. Notwithstanding, this provision, Licensee shall maintain the Licensed Premises in accordance with Parks' standards, including, but not limited to, the applicable categories as set forth in the, PIP Manual and/or any other standards that Parks may require in the future. The PIP Manual is attached hereto as Exhibit C.

- c) Notwithstanding any other provision in this Agreement, if at any point the parties agree that Licensee will hire the majority of the full time staff for the Licensed Premises, Licensee must be able to demonstrate that it is in compliance with New York City Administrative Code §18-137.

7) PERSONNEL

- a) All personnel of the Licensee are employees of the Licensee and not of the City (except for the Executive Director, or as otherwise indicated), and the Licensee alone is responsible for their work, direction, compensation, and personal conduct while engaged in connection with this License. Nothing included in this Paragraph or in any other provision of this License shall be construed to impose any liability or duty upon the City to persons, firms, or corporations employed or engaged by the Licensee as consultants, experts, or independent contractors, or in any other capacity whatsoever or as employees, servants, or agents of the Licensee, or to make the City liable to any person, firm, corporation, association, or to any government for the acts, omissions, liabilities, obligations, and taxes of whatsoever nature, including unemployment insurance of the Licensee or its consultants, experts, employees, servants, agents, or independent contractors.
- b) Licensee will notify Parks, in writing, within ten (10) days of appointments to or resignations from the position of Chairman or Executive Director of the Alliance. In addition, the Licensee will notify Parks, in writing, within thirty (30) days of the occurrence of any change in the individuals who serve as trustees and officers of the Alliance.
- c) For purposes of this subparagraph, the word "personnel" means each employee and volunteer whose duties and responsibilities relate primarily to working with children or in close proximity to children. Licensee will be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with children. Licensee agrees to comply with all guidelines and procedures of Parks concerning the screening and employment of personnel provided in writing to Licensee, including, but not limited to, the following:
 - (1) Licensee will be responsible for screening of all personnel, including:
 - (a) Substantiating credentials; and,
 - (b) Reference checks.
 - (2) Licensee agrees not to hire or retain any personnel who refuse to:
 - (a) Provide the names of references;
 - (b) Provide documentation of credentials;
 - (c) Provide information on criminal conviction records; and,
 - (d) Provide other requested information, which may bear on the applicant's fitness to work with or in close proximity with children.
 - (3) Licensee agrees not to hire or retain any personnel:

- (a) Who, to the Licensee's knowledge, have not completely and truthfully reported information concerning their criminal convictions;
- (b) To the extent disclosed by a background check, whose criminal convictions record directly bears on their fitness to work with or in close proximity with children, or whose employment would involve an unreasonable risk to the safety or welfare of children, subject to and consistent with Article 23-A of the New York State Correction Law; and,
- (c) Who have been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with this Registry.

8) NONDISCRIMINATION

- a) Licensee shall not unlawfully discriminate against any employee, applicant for employment, or patron because of race, creed, color, national origin, age, sex, disability, 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 Paragraph shall be a material breach of this License.

9) PROGRAMMING, EVENTS, AND PERMITS

- a) Programming
 - i) Subject to applicable laws, rules and regulations, and subject to the oversight and approval of the Commissioner, the Licensee, as part of its mission, may provide services and programming open to the public in the Licensed Premises, including horticulture, education, athletics, maintenance, tours, food, products, programs, and concerts. These services or programming cannot be revenue generating, but where appropriate, the Licensee may receive donations for such services or programming to offset the costs of such services and programming.
 - ii) Licensee must account for any funds from such services and programming pursuant to Section 22 (Revenue and Accounts) of this Agreement.
- b) Revenue Generating Programming
 - i) The Licensee's right to provide services and programming whereby the Licensee retains revenue through fees and other charges shall be subject to any and all 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.
 - ii) Licensee must account for any funds from such services and programming pursuant to Section 22 (Revenue and Accounts) of this Agreement.

c) All Programming by Licensee

- i) All aspects of programming by Licensee shall comply with the Parks Department Rules and Regulations. Licensee is responsible for securing any/all ancillary permits required as they pertain to outside agency regulations. These may include, but not be limited to NYPD Amplified Sound permits, Department of Buildings' structural or temporary place of assembly permits, Department of Health permits and Fire Department permits.
- ii) Licensee shall be responsible for payment of any and all fees or royalties to ASCAP, BMI, or such other entities as may be required for any music or music programming during its programming.
- iii) Licensee shall comply with all laws, rules and regulations of appropriate agencies, including the New York City Department of Environmental Protection, regarding noise levels. Any sound or music equipment shall be operated in accordance with the Rules of the City of New York, Title 56 RCNY §1-05(d), the Administrative Code of the City of New York, §24-et seq., and only at times and at a sound level acceptable to the Commissioner. Licensee must make every effort to ensure that any and all sounds and/or music from its operation of the Licensed Premises is in such a manner so as to avoid or minimize disturbance or discomfort to the surrounding community. Amplified sound and music must not exceed the decibel level allowed by City noise regulations.

d) Permits – Licensee

- i) Subject to Section 9(a) or 9(b), as applicable, the Licensee or Licensee's sublicensee must obtain a Parks permit for any event or activity over twenty (20) people and special events, including, without limitation, fundraising benefits, festivals, gala events and events having program or event sponsor and where the Licensee derives or retains revenues through fees or other charges. The Licensee shall use reasonable efforts to provide Parks with no less than thirty (30) days (or lesser period as shall be acceptable to Parks) prior written notice of any proposed event.
- ii) In addition, subject to Section 9(a) or 9(b), as applicable, the Licensee shall use reasonable efforts to provide Parks with no less than sixty (60) days (or lesser period as shall be acceptable to Parks) prior written notice of any proposed services and programming where the Licensee derives and retains revenues through fees or other charges.
- iii) Subject to the Commissioner's prior written approval, Licensee shall be permitted to use portions of the Licensed Premises for a maximum of four (4) fundraising events per year that are reasonably expected to attract more than twenty (20) attendees, or which will result in the closing of any portion of the Licensed Premises to the public during regular hours of operation. Such fundraising events will be limited to traditional fundraising functions, such as annual fundraising dinner, or a fundraising cocktail party. Licensee shall use its best efforts to provide Parks with no less than sixty (60) days (or such lesser period as may be acceptable to Parks) prior written notice of any such activities. The proceeds for such fundraisers will be used solely to benefit the Licensed Premises. In the event that Parks or any other agency of the City intends to utilize the Premises for any marketing or other sponsorship event, which

shall result in fundraising, Parks shall consult with Licensee prior to any such additional fundraising and special activities as described herein.

e) **Permits – Parks**

- i) In addition to the services and programming described above, Parks may provide, or provide permits for, additional program activities on the Licensed Premises, including concerts, music festivals, exhibits and/or art program, and other events open to the public.
- ii) It is the shared intention of the Licensee and Parks, in order to make as much of the Licensed Premises available for the general public, that both parties will seek to minimize the time that the Licensed Premises is closed to the public during hours of operation.
- iii) Parks shall use reasonable efforts to refrain from interfering with the Licensee's programming on the Licensed Premises.
- iv) Parks shall consult with the Licensee prior to issuing permits for or scheduling or approving additional program activities or organized events. Parks shall use reasonable efforts to provide the Licensee with no less than sixty (60) (or lesser period as shall be acceptable by the Licensee) prior written notice of any such proposed program activities.
- v) The Mayor's Office of Media and Entertainment may issue permits for filming on the Licensed Premises, as well as other commercial photography on the Licensed Premises. The terms of such permits shall be acceptable to Parks. In addition, Parks agrees to consult with Licensee before approving any such permits.

10) USE OF CITY RESOURCES

a) **Employees**

- i) Subject to applicable laws, rules, regulations, and contractual provisions, nothing contained in this Agreement shall preclude City employees assigned to the Licensed Premises from performing services required to be performed under this Agreement by the Licensee.

b) **Equipment**

- i) Should Parks allow the Licensee to use City equipment, the Licensee agrees to exercise reasonable care in the use, operation, and custody of City property, including property and equipment leased by the City, used in the performance of this Agreement. The Licensee shall be responsible for the regular maintenance and repair of new equipment purchased by Parks for exclusive use on the Licensed Premises and/or for keeping such equipment in good operating condition. Parks will provide semi-annual inspection and preventative maintenance on Parks vehicles used on the Licensed Premises. However, the Licensee is not responsible for failure or breakage of City equipment due to normal wear and tear caused by the Licensee's performance of its obligations under this Agreement, unless caused by the Licensee's negligence.

- c) Vehicles
 - i) Should Parks allow the Licensee to use City vehicles, the Licensee must adhere to the rules and requirements set forth in the City of New York Vehicle Driver Handbook, for all City-owned vehicles, including but not limited to obtaining appropriate licenses and insurance, abiding by safety qualifications and following all other fleet rules.
- d) Office Space
 - i) For as long as acceptable to the Commissioner during the term of this Agreement, the Licensee is granted the right to use Administrator of Flushing Meadows Corona Park's office space in the Olmsted Annex building for administrative activities at no cost.
- e) Computers and Parks Email accounts
 - i) For as long as acceptable to the Commissioner during the term of this Agreement and subject to the approval of the Conflict of Interest Board (see Exhibit D), Parks employees who have the appropriate authorization to perform work for the Licensee may use Parks Computers and Email accounts in furtherance of such work.

11) CAPITAL IMPROVEMENTS

- a) The City has final authority over all capital projects and programs undertaken at the Licensed Premises, and the Licensee has final authority over deciding the capital projects and programs for which it will raise money from private donors and/or expend its own funds.
- b) Parks shall consult with the Licensee on all capital projects at the Licensed Premises.
- c) In addition, subject to all legal requirements, including, but not limited to, compliance with all applicable prevailing wage requirements, and subject to Parks' approval, the Licensee may enter into contracts for approved Parks capital projects and may supplement Parks and/or other public capital funds with the Licensee funds for the development of such approved Parks projects.

12) ALTERATIONS BY LICENSEE

- a) Licensee may alter Licensed Premises only in accordance with the requirements of this Paragraph. Alterations shall become the City's property, at its option, upon their attachment, installation or affixing. Alterations shall have the following meaning:
 - i) any restoration, rehabilitation, modification, renovation, or improvement to the Licensed Premises;

- ii) any work or construction which would or might affect in any manner, or have any impact whatsoever upon the character, appearance, or design of any portion of the Licensed Premises or its adjacent areas;
 - iii) any work, excluding ordinary maintenance and repair, affecting the plumbing, heating, electrical, mechanical, ventilating, or other systems of the Licensed Premises;
 - iv) affixing or installing any equipment to any area of the Licensed Premises; and,
 - v) any major landscaping, planting, or removal of trees, flowers, or shrubbery.
- b) To alter the Licensed Premises, Licensee must:
- i) Obtain the Commissioner's prior written approval, which shall not be unreasonably withheld or delayed, for whatever designs, plans, specifications, cost estimates, agreements, and contractual understandings may pertain to contemplated purchases and/or work;
 - ii) Insure that work performed and alterations made on the Licensed Premises are undertaken and completed in accordance with submissions approved pursuant to Subparagraph (b)(i) hereinabove, in a good and workmanlike manner, and within a reasonable time; and,
 - iii) Notify the Commissioner of the completion of and the date of final payment for such Alteration(s) within ten (10) days after the occurrence of said completion or final payment.
 - iv) 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 Alterations. Notwithstanding the above, to the extent that 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.
 - v) 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.

13) ALTERATIONS BY PARKS

- a) Parks may, in its sole but reasonable judgment and upon reasonable notice to Licensee, make additions, Alterations, repairs, decorations, or improvements to the Licensed Premises at the City's expense, but nothing herein contained shall be 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. Parks will use reasonable efforts to schedule

any such Alterations, additions, decorations, repairs, or improvements to be made by Parks at such times as will cause the least interference with Licensee's operations.

- b) Parks reserves the right to perform construction or maintenance work deemed reasonably necessary by the Commissioner, in the Commissioner's sole discretion, at the Licensed Premises at any time during the Term of this License. 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 necessary by the Commissioner. Parks shall use its best efforts to give Licensee at least fourteen (14) days written notice of any such work and not to interfere substantially with Licensee's operations or 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.

14) CONCESSIONS

- a) Licensee's right to receive any revenues derived from within the Licensed Premises shall be subject to any and all 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.

15) BUDGET

- a) Consistent with the notion of a public private partnership and in an effort to ensure the efficient allocation of applicable resources, the Licensee and Parks shall annually coordinate the preparation of operating, expense, fundraising, and capital budgets for the Alliance, including any amendments thereof, for the Licensed Premises. Additionally, the Licensee and Parks shall review and consult with each other concerning operating assumptions, major fund raising projects, budget allocations, maintenance, operation, program priorities, requests for proposals or expressions of interest, and the like.

16) UTILITIES

- a) Parks shall be responsible for providing electricity and water to the Licensed Premises and shall maintain all electric, water, and sewer lines in good condition. Except for the utilities provided by Parks, Licensee shall, at its sole cost and expense, directly pay for all other utility costs associated with the operations of the Licensed Premises, which shall include, but not be limited to, telephone, cable, and internet services. Licensee shall not undertake the installation of any new utility lines without first having obtained all

necessary permits and approvals from Parks and such other Federal, State, or City agencies or entities as have jurisdiction over the operation of the Licensed Premises.

17) SIGNAGE

- a) The placement and design of all signage are subject to Parks' prior written approval.
- b) Licensee shall display, with the Commissioner's reasonable approval, such signs as may be needed to guide and inform the public as to the location, hours of operation, and related fees of the Licensed Premises. Such signs shall be maintained in good condition and repair, and shall include the Parks logo following the design guidelines set by Parks. The signs may indicate that the Licensed Premises are maintained by the Licensee in cooperation with Parks through the license agreement.
- c) Subject to a mutual agreement between the parties, Licensee shall post throughout the Licensed Premises such signs as may be necessary to direct patrons to its services and facilities. Such signs shall include the necessary wording and arrows to direct patrons. Licensee shall obtain necessary approvals or permits from any governmental agency having jurisdiction over any nearby highways, streets, or other specified location contemplated for the placement of any signs off-site of the Licensed Premises. The placement and design of all signage are subject to Parks' prior written approval.
- d) If the parties mutually agree that Licensee shall post signs pursuant to 17 (c) above, Licensee shall maintain or contract to maintain all signs in a first class condition, and promptly clean all vandalized or damaged signs or replace such vandalized or damaged signs with new signs that match other installed signs. An overall signage plan for the Premises is subject to the approval of the Commissioner or her/his designee annually. Signage at entrances to the Premises will acknowledge Parks, and elsewhere where mutually agreed by Licensee and the Commissioner.

18) SPONSORSHIP AGREEMENTS, PUBLICATIONS, ADVERTISING, AND PUBLICITY

- a) Licensee must obtain the prior written approval of Parks before entering into any marketing or sponsorship agreement and must account for any funds from such agreements pursuant to Section 22 (Revenue and Accounts) of this Agreement., In the event Licensee breaches this provision, Licensee shall take any action that the City may deem necessary to protect the City's interests.
- b) Smoking of any tobacco products and electronic cigarettes are strictly prohibited at the Licensed Premises. The display, placement, or promotion of any tobacco products and electronic cigarettes shall not be permitted at the Licensed Premises. In connection with the Licensed Premises, the Licensee shall not accept sponsorships of any kind on behalf

of any kind of tobacco products and electronic cigarettes. Licensee shall adhere to and enforce these policies.

- c) Licensee may establish a program of activities in the Licensed Premises, subject to Parks' prior written approval. Licensee shall have the right to print or to arrange for the printing of programs or brochures containing promotional matter for such programs of activities and sponsorship acknowledgments, except promotional matter and sponsorship acknowledgments which in the sole discretion of the Commissioner is indecent, in obvious bad taste, which demonstrates a lack of respect for public morals or conduct, or which adversely affects the reputation of the Licensed Premises, Parks, or the City of New York.
- d) Licensee may release news items to the media as it sees fit. If the Commissioner in his discretion, however, finds any releases to be unacceptable, then Licensee shall cease or alter such releases as directed by the Commissioner. The Commissioner shall have prior approval as to the design and distribution of all promotional materials and sponsorship acknowledgements, which approval shall not be unreasonably withheld or delayed.
- e) In any statement or release made to the public relating to the subject of this Agreement, Alliance will conspicuously acknowledge the involvement of Parks.
- f) If Alliance publishes a work discussing any aspect of performances of any services covered by this Agreement, Alliance will acknowledge therein the involvement, if any, of Parks, when appropriate

19) NAMING RIGHTS AND DONOR RECOGNITION

- a) The Licensee may propose donor recognition or naming rights agreements, for Parks' approval. All naming rights and forms of recognition are subject to Parks' prior written approval, including approval over the size, quantity, and location of such naming rights or other forms of recognition. All revenues from naming rights and donor recognition shall be restricted for use to benefit the Licensed Premises, accounted for separately and apart from all other funds.
- b) Licensee must account for any funds from such agreements pursuant to Section 22 (Revenue and Accounts) of this Agreement.

20) RESERVED

21) USE OF NAME AND LOGO: INTELLECTUAL PROPERTY

a) The City and Licensee shall each have the right to use trademarks, service marks, copyrights, patents, trade names, logos, domain names, images, and other materials (the "Marks") developed or used by Licensee in course of performing its duties and obligations under this Agreement. The Marks will be owned by Parks on behalf of the City and any applications or registrations for the Marks that may be made by Licensee shall be for the use and benefit of the City; however, Licensee shall be entitled to maintain any applications or registrations for the Marks in its name during the term of this Agreement.

B. All goodwill associated with the Marks is the exclusive property of the City and Licensee shall take no actions inconsistent with such rights. Licensee recognizes and acknowledges that the Marks and Parks' name and reputation are the exclusive property of the City and they communicate to the public, worldwide, a reputation for high standards of quality and service, which reputation and goodwill have been and continue to be unique to the City. Licensee further recognizes and acknowledges that the Marks have acquired secondary meaning in the mind of the public. The Marks shall not be used in connection with any illegal, illicit or immoral purpose or activity, or in any manner which could be inconsistent with or damaging to the City's name and reputation. Parks shall have the right to terminate this Agreement immediately, in addition to its other rights to terminate this Agreement, upon written notice, in the event that any part of the Marks are used by Licensee in connection with any illegal, illicit or immoral activity. In addition, in the event that any of the Marks are used by Licensee in any way which, in the reasonable judgment of Parks, is inconsistent with or damaging to the City's name or reputation, Parks shall so notify Licensee in writing and Parks shall have the right to terminate this Agreement, in addition to its other rights to terminate this Agreement, immediately upon written notice to Licensee unless Licensee ceases and halts all such uses within two (2) business days following receipt of such notice.

C. During the term of this Agreement, Licensee shall use the Marks solely for the purpose of performing its obligations under this Agreement. Licensee acknowledges and agrees that all use of and goodwill in the Marks shall inure to the benefit of the City. Licensee shall not acquire any rights in the Marks by virtue of any use it makes of them or any portion of them.

D. On the termination of this Agreement, unless otherwise agreed by the parties, Licensee shall transfer, assign and set over to Parks any and all right, title and interest of Licensee, if any, in and to the Marks. Licensee shall enter into such instruments and agreements and take such other action as Parks may request in order to fully evidence such transfer and assignment and shall take such action as shall be required by law or as required by Parks in order to notify all other parties to such agreements of the assignment to Parks.

E. The parties will not use the name of the other party, its subsidiaries or affiliates in any sales or marketing publication or advertisement without prior full disclosure of such use and the written consent of the other party, such consent not to be unreasonably withheld or delayed.

F. This section will survive any termination of this Agreement.

22) REVENUES AND ACCOUNTS

- a) Licensee shall open and/or continue to 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"), or in another account pursuant to a separate agreement approved by the City ("Fiscal Sponsor Account"). There shall be deposited in the Special Account or the Fiscal Sponsor Account all revenues ("Operating Revenues") collected in connection with or resulting from the rights and privileges granted to Licensee hereunder, any funds collected in connection with fundraising activity or other events on the Licensed Premises authorized pursuant to Section 9, any funds collected under a marketing or sponsorship agreement pursuant to Section 18 or any funds collected under a donor recognition or naming rights agreement pursuant to Section 19. Such Operating Revenues may be withdrawn from the Special Account or the Fiscal Sponsor 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 and as set forth in Section 6. No withdrawals shall be made from the Special Account or the Fiscal Sponsor 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 Paragraph 25 herein below. In addition, Licensee must cooperate with any inspection or audit involving the Fiscal Sponsor Account. Moreover, the parties hereto acknowledge and agree that the powers, duties, and obligations of the Comptroller pursuant to the provisions of the New York City Charter shall not be diminished, compromised, or abridged in any way regarding the Fiscal Sponsor Account. 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.

23) REPORTING

- a) Financial Statement
 - i) When the Commissioner determines that it is appropriate, Licensee shall furnish to the Commissioner a detailed financial statement audited in conformance with GAAP for each fiscal year during the Term and any renewal thereof including but not limited to the Licensee's 990 filings. Such statements shall include the salaries of all paid staff. Such statements shall, if they involve amounts over ten thousand dollars (\$10,000.00), be prepared by an independent Certified Public Accountant retained at the cost and expense of the Licensee. Such annual statement shall be submitted to the Commissioner no later than ninety (90) days after the close of each year of the Term and any renewal thereof of this Agreement.
- b) Monthly Operations Report

- i) The Licensee shall furnish to Parks a monthly report to be submitted within seven days of the previous months end.
 - ii) The report shall include, but not limited to, operations activities (repairs, maintenance, etc.), capital projects and alterations, upcoming public programs and events, future/ongoing initiatives, personnel, incidents/unusual activity, inquiries or publications from press and media, and other relevant information that should be reported to Parks.
- c) LL28 Report
 - i) 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 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 Premises.
- d) Annual Operating Budget and Operating Plan
 - i) Prior to the start of each Licensee fiscal year, Licensee will submit its park operations budget and capital budget, which shall include all costs associated with the maintenance and operations of the Licensed Premises, to the Commissioner for review and written approval. The Licensee shall set forth in reasonable detail the amounts proposed to be allocated, but not limited, to general maintenance, public art, public programs, concessions, and communications, including salaries and benefits of any employee primarily engaged in those activities.
- e) Annual Meeting with Parks
 - i) Licensee and Parks shall conduct an annual budget and operations meetings prior to the start of Licensee's fiscal year to review the "Annual Operating Budget and Operating Plan".
- f) Board Meetings
 - i) 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.
- g) Other Reports
 - i) Licensee shall prepare and provide to Parks other reports as reasonably requested by the Commissioner.

24) RETENTION OF RECORDS

- a) Licensee agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the termination of this Agreement. City, State, and Federal auditors shall have full access to and the right to examine any of said materials during this period, upon reasonable prior notice.

25) INSPECTIONS AND AUDITS

- a) Licensee will make available, upon reasonable prior notice, at its principal place of business, for audit, inspection, or removal of copies by Parks, the New York City Comptroller ("Comptroller"), and/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 (3) 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; and,
 - 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 will establish and maintain accurate records and accounts which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this License and any revenue generated pursuant to this Agreement. Such records and accounts shall conform to generally-accepted accounting principles ("GAAP").
- c) Licensee shall use such accounting and internal control methods and procedures and keep such additional books and records as may be reasonably prescribed by Parks or the Comptroller, and Parks or the Comptroller shall have the right to examine the recordkeeping procedures of Licensee prior to the commencement of the Term of this License, and at any time thereafter, in order to assure that the procedures are adequate to reveal the true, correct, and entire business conducted by Licensee.
- d) The failure or refusal of Licensee to furnish any of the statements required to be furnished under Paragraph 23 within thirty (30) days after its due date, the failure or refusal of Licensee to maintain adequate internal controls or to keep any of the records as required by this Paragraph after written prior notice from Parks or the Comptroller or the existence of any unexplained discrepancy, as disclosed by audit conducted by Parks or the Comptroller, the results of which are provided by written

notice to Licensee in each instance shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder, which shall entitle Parks, at its option, to terminate this License.

- e) Licensee shall make available to the office of the Comptroller, and/or Parks' auditor, on demand, all books, records, documents, and correspondence pertaining to the License Agreement, for the purpose of examination, audit, review, or any purpose deemed necessary by the office of the Comptroller and/or Parks; provided, however, that Licensee shall not be obligated to make available for examination or copying the identities of Licensee's donors.
- f) Notwithstanding the foregoing, the parties hereto acknowledge and agree that the powers, duties, and obligations of the Comptroller pursuant to the provisions of the New York City Charter shall not be diminished, compromised, or abridged in any way.

26) INVESTIGATIONS

- a) The parties to this License shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York ("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) 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 a person to testify if:
 - i) 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 with the City, or any public benefit corporation organized under the laws of the State of New York, or;
 - ii) 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 under oath, or by the Inspector General of the governmental agency that is a party in interest and is seeking 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) 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 a person to testify.
 - i) 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 paragraph (e) below without the City incurring any penalty or damages for delay or otherwise.
- d) The penalties which may attach after a final determination by the Commissioner or agency head may include but shall not exceed:
 - i) The disqualification for a period not to exceed five years from the date of an adverse determination for any person or entity of which such person was a member at the time the testimony was sought from submitting bids for, 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 such existing City contracts, leases permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License, 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 Parks and 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 of 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 paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (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 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 (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 (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 potential adverse impact a penalty will have on such person or entity.
- f) The following definitions apply within this provision of the Agreement:
 - 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 a 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, the Commissioner or agency head may in his or her sole discretion terminate this License upon not less than three (3) 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 or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this License by Licensee, or affecting the performance of this License.

27) NOTICE

- a) Licensee shall prepare and provide to Parks operational status reports as reasonably requested by the Commissioner. In addition, Licensee shall immediately, or within twenty-four (24) hours of occurrence or notice thereof, report major and/or unusual incidents 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 designate a person to handle all such claims, including all insured claims for loss or damage pertaining to the maintenance and repair of the Licensed Premises. The name and address of the designated person shall be provided to Parks in writing.
- b) Licensee shall promptly notify Parks of any unusual conditions that may develop in the course of the operation of the Licensed Premises, including, but not limited to, fire, flood, casualty, and substantial damage of any character. Licensee shall also notify Parks to the extent it is aware of any such unusual conditions.

- c) All notices from Licensee to Parks shall be in writing and delivered by mailing a copy of such notice by registered or certified mail, return receipt requested, to the attention of Director of Partnership Development, City of New York 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 the same address. All notices from Parks to Licensee shall be dispatched in the same manner, and delivered to Licensee at Olmsted Annex, Flushing Meadows Corona Park, Flushing, New York 11368. ATTN: /Director, Janice Melnick, or such other address as may be notified from time to time.

28) PARKS' RESERVATION OF RIGHTS AND INTERESTS

- a) **Public Events:** The parties to this Agreement will give each other timely written notice in advance of all press conferences, public ceremonies, or other public or planned news events relating to the subject of this Agreement.
- b) **Public Communications:** In any statement or release made to the public relating to the subject of this Agreement, Licensee will conspicuously acknowledge the involvement of Parks. If the Commissioner 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.
- c) **Publications:** If Licensee publishes a work discussing any aspect of performance of any service covered by this Agreement, Licensee will acknowledge therein the involvement, if any, of the City, when appropriate, and the City will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use such publication.
- d) **Special Events:** Parks expressly reserves the right, in consultation with Licensee, to schedule and conduct special events, alone or in conjunction with co-sponsors, including but not limited to concerts, fairs, and festivals in the Licensed Premises.

29) PROHIBITIONS OF USE

- a) **Nuisance and Waste:** Licensee shall not create or suffer to be created any nuisance or danger to the public safety or public property in, on or about the Premises and shall not commit or cause any waste, damage, disfigurement, or injury to the Premises.
- b) **No Combustibles and Inflammables:** Licensee shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances or explosives of any kind or any other substance or thing prohibited in the standard policies of fire insurance companies in the State of New York.

- c) Licensee shall not use or allow the Licensed Premises to be used or occupied for any unlawful purpose or in violation of any Certificate of Occupancy or the provisions on the use of the Licensed Premises as set out in this License

30) INSURANCE

a) Licensee shall require its contractors and subcontractors who perform work for Licensee pursuant to this License and in connection with Licensee's responsibilities at the Premises to procure and maintain a policy of commercial general liability insurance, with such limits as may be requested by Parks from time to time, not less than one million dollars (\$1,000,000) in respect to bodily injury or death arising from any one occurrence, and one million dollars (\$1,000,000) for property damage. Any policy or policies evidencing such insurance shall include the City, and Licensee along with their officials, directors, employees, and agents as additional insured parties with coverage at least as broad as ISO form CG 20 26.

Furthermore, Licensee shall require its contractors and subcontractor(s) to provide Licensee with a certificate of insurance naming such additionally insured parties prior to the execution of any agreement with Licensee. All required insurance must be issued by companies which have an A.M. Best rating of at least A-7 or a Standard & Poor rating of at least AA and are authorized to do business in the State of New York and must be in effect and continue so during the Term of the License:

Licensee shall require the following terms and conditions to be written into all contractors' and subcontractor's policies of insurance as riders:

- (1) The policies shall not be cancelled, terminated or modified unless thirty (30) days prior notice is sent by certified mail to Licensee;
- (2) Notices of claim shall be given by such contractor or subcontractor to its insurance company within one hundred and twenty (120) days after such claim is filed with the Comptroller of the City of New York;
- (3) Notices of accidents occurring in the Premises, sent by such contractor or subcontractor to its insurance company shall be deemed notice by both Licensee and the City to the insurance company;
- (4) The insurance company shall defend, indemnify and hold harmless the City, Licensee, their officials, directors, employees and agents from any and all claims, suits, demands or judgments by reason of property damage or personal injuries, including death, arising out of or as a result of contracts or subcontracts under this License;
- (5) The insurer waives all rights of subrogation against the City, and Licensee, and their officials, agents, and employees.

- b) Licensee's Obligation to Insure

When Parks determines that Licensees' operations are of such nature that Licensee shall maintain its own insurance policies, the following provisions shall apply.

- i) Prior to commencing such operations and continuing through the date of the Agreement's expiration or termination, the Licensee shall ensure that the types of insurance indicated in this Paragraph 30 are obtained and remain in force, and that such insurance adheres to all requirements herein. The City may require higher liability limits, provided they are commercially reasonable, if, in the opinion of Commissioner, Licensee's operations warrant it.
 - ii) The Licensee is authorized to undertake or maintain operations under this License only during the effective period of all required coverage.
- c) **Commercial General Liability Insurance**
- i) The Licensee shall maintain Commercial General Liability insurance in the amount of at least three million dollars (\$3,000,000.00) 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."
 - ii) 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.
- d) **Workers Compensation Insurance, Employers Liability, and Disability Benefits Insurance**
- i) 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.
- e) **Business Automobile Liability Insurance**
- i) 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 (\$1,000,000.00) 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.
 - ii) 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.
- f) **General Requirements for Insurance Coverage and Policies**
- i) Policies of insurance required under this Paragraph 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.

- ii) Policies of insurance required under this Paragraph shall be primary and non-contributing to any insurance or self-insurance maintained by the City.
 - iii) There shall be no self-insurance program with regard to any insurance required under this Paragraph 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 Paragraph, including, but not limited to, the defense and indemnification obligations that insurers are required to undertake in liability policies.
 - iv) The City's limits of coverage for all types of insurance required under this Paragraph shall be the greater of:
 - (1) The minimum limits set forth in this Paragraph; or,
 - (2) The limits provided to the Licensee under all primary, excess, and umbrella policies covering operations under this License.
 - v) 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.
 - vi) All required policies, except Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.
- g) Proof of Insurance
- i) Certificates of Insurance for all insurance required in this Paragraph must be submitted to and accepted by the Commissioner prior to or upon execution of this License.
 - ii) For Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance policies, the Licensee shall submit one of the following:
 - (a) C-105.2 Certificate of Worker's Compensation Insurance;
 - (b) U-26.3 – State Insurance Fund Certificate of Workers' Compensation Insurance;
 - (c) Request for WC/DB Exemption (Form CE-200);
 - (d) Equivalent or successor forms used by the New York State Workers' Compensation Board; or,
 - (e) Other proof of insurance in a form acceptable to the City. ACORD forms are not acceptable proof of Workers' Compensation coverage.
- h) (i) For all insurance required under this Paragraph 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:

- (a) Certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and,
 - (b) 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 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.
- ii) 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 subparagraphs (i)(a) and (i)(b)) directly above.
 - iii) 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 Paragraph is secured and maintained, nor does it waive Licensee's liability for its failure to do so.
 - iv) The Licensee shall be obligated to provide the City with a copy of any policy of insurance required under this Paragraph upon request by the Commissioner or the New York City Law Department.
- i) Miscellaneous
 - i) The Licensee may satisfy its insurance obligations under this Paragraph through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.
 - ii) 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.
 - iii) Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Paragraph, 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. The Licensee shall simultaneously send a copy of such notice to:

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

- iv) The Licensee's failure to secure and maintain insurance in complete conformity with this Paragraph, or to give the insurance carrier timely notice on behalf of the City, or to do anything else required by this Paragraph 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.
- v) Insurance coverage in the minimum amounts provided for in this Paragraph 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.
- vi) 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 Paragraph, the Licensee shall at all times fully cooperate with the City with regard to such potential or actual claim.
- vii) 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 Paragraph, 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.
- viii) 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 20 26.
- ix) In the event the Licensee receives notice, from an insurance company or other person, that any insurance policy required under this Paragraph 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 Paragraph.

31) INDEMNIFICATION / RESPONSIBILITY FOR SAFETY, INJURIES OR DAMAGE, AND INDEMNIFICATION

- a) The City agrees to indemnify and hold harmless the Licensee, its officials, board members, employees, and volunteers from and against any and all liabilities, obligations, damages and expenses arising from all services performed and activities conducted by the Licensee pursuant to this License in the Licensed

Premises including without limitation any and all liabilities, damages and expenses in connection with injuries suffered by persons visiting or working on the Premises. Notwithstanding the foregoing, the City's obligation to indemnify and hold harmless the Licensee, its officials, board members, employees, and volunteers shall not apply to (i) any liability, obligation, damage or expense which arises from or in connection with the gross negligence or intentional or willful wrongful acts or omissions of the Licensee, its officials, board members, employees, or volunteers, or (ii) any liability, obligation, damage or expense which arises from or in connection with any claim or legal proceeding against the City by an employee or volunteer of Licensee in connection with his or her employment or engagement with Licensee.

- b) In the event of any claim or legal proceeding against the City by an employee or volunteer of the Licensee in connection with the terms of his or her employment or engagement, the Licensee shall defend, indemnify and hold harmless the City, its officials, employees and agents from and against any and all liabilities, obligations, damages and expenses arising out of or in connection with the negligence or intentional or willful wrongful acts or omissions of the Licensee, its officials, board members, employees, volunteers or agents.

- c) In the event that a claim arises, and indemnification is sought by the Licensee pursuant to this section, the Licensee shall promptly notify the City of such claim and, if known, the facts constituting the basis for such claim (hereinafter referred to as a "Third Party Claim"), provided, however, that in the event a claim for indemnification arises resulting from or in connection with any claim or legal proceedings by a third party, the Licensee shall give such notice thereof to the City no later than ten (10) days prior to the time any response to the asserted claim is required, if possible, and provided further, however, that failure to give such reasonably prompt notice shall not release, waive or otherwise affect the City obligations with respect thereto, except to the extent of any loss and prejudice as a result hereof. In the event a Third Party Claim arises, the City may assume the defense of such Third Party Claim if either (1) the defense of the Third Party Claim is tendered to the City by the Licensee and within thirty (30) days thereafter such tender is accepted by the City, or (2) within thirty (30) days after the date on which written notice of a Third Party Claim has been given to the City, the City shall acknowledge in writing to the Licensee and without qualification the City's indemnification obligations as provided in this paragraph. Except as authorized by the City, the Licensee shall not, in such instances, have the right to be represented by counsel at its own expense in any such contest, defense, litigation or settlement conducted by the City. So long as the City has assumed the defense of any Third Party Claim, and is defending such claim in good faith, the City shall have the exclusive right, in its sole discretion, to settle any such claim, either before or after the initiation of litigation, at such time and on such terms as the City deems appropriate, with approval of the Comptroller, as provided in the New York City Charter, provided that such settlement does not impose any obligations on the Licensee. The Licensee also shall not be required to enter into any such settlement that does not include an

unconditional release of the Licensee of all liability in response of such claim. If the Licensee is entitled to indemnification against a Third Party Claim, and the City fails to assume the defense of a Third Party Claim pursuant to this paragraph, the Licensee shall have the right, without prejudice to its right of indemnification hereunder, to contest, defend, and litigate such Third Party Claim, provided that the Licensee may not settle such Third Party Claim without the prior written consent of the City, such consent not to be unreasonably withheld.

- d) The Licensee, its officials, directors, employees, and volunteers, shall cooperate and assist the City with the review, adjudication and/or settlement of all claims and actions against the Licensee subject to the indemnity obligations outlined in this paragraph. The Licensee shall provide all documents, incident and/or accident reports and such other assistance as is necessary for the formulation and presentation of any defense pursuant to the indemnity obligations outlined herein.
- e) The City's obligations contained herein shall not extend to any liability, obligation, damage or expense which arises from the acts or failure to act by the Licensee, its agents, volunteers or employees in furtherance of rights or obligations granted to the Licensee pursuant to any other written license, permit, or other agreement.
- f) Pursuant to the USTA Letter, the City and Licensee also agree to defend, indemnify and hold harmless the USTA, its officials, board members, and employees ("USTA Parties") from and against any and all claims, demands, liabilities, obligations, damages and expenses, including, but not limited to, those for personal injury, death, property damage, ("Claims") arising or resulting from, or relating to, any services performed or activities conducted by the Licensee pursuant to this License funded by the Maintenance Payments provided pursuant to the USTA Letter. Further the City and Licensee do hereby release and forever discharge the USTA Parties of and from any Claims that relate in any way to services performed or activities conducted by Licensee pursuant to this License funded by the Maintenance Payments.

32) COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

- a) Licensee shall faithfully perform and carry out the provisions of this License 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 reasonably prescribed by the Commissioner, provided Commissioner shall use reasonable efforts to give Licensee notice of any rules, regulations, or orders hereafter prescribed by Parks, and comply with all laws, regulations, rules, and orders of any kind whatsoever and of any agency or entity of government whatsoever applicable to the Licensed Premises and the Licensee's use and occupation thereof. This provision includes, but is not limited to, the Parks' Rules and Regulations as set forth in 56 RCNY §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.

33) REPRESENTATIONS, WARRANTIES, AND COVENANTS

- a) Licensee shall use all revenues derived from the Licensee's operations at the Licensed Premises to cover Licensee's costs and/or expenses of maintaining, operating, improving, or providing programming at the Licensed Premises in accordance with this License Agreement.
- b) Licensee makes the following representations and warranties:
 - i) Licensee is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of State of New York and has all requisite power and authority to execute, deliver, and perform this Agreement.
 - ii) This Agreement has been duly authorized by all necessary corporate action on the part of the Licensee and has been duly executed and delivered by Licensee, and assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of Licensee.
 - iii) The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under Licensee's Certificate of Incorporation, by-laws, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which Licensee is bound, or, to the knowledge of Licensee, any order, rule or regulation of any court, governmental agency or body having jurisdiction over Licensee or any of its activities or properties.
 - iv) In procuring this License Agreement, Licensee has neither been asked to pay, offered to pay nor paid any illegal consideration, whether monetary or otherwise.
 - v) Licensee has not employed any person to solicit or procure this Agreement, and has not made and shall not make any payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of the Agreement.
- c) Licensee covenants and agrees that during the Term it shall maintain its corporate existence under the laws of the State of New York as a not-for-profit corporation, and should it obtain tax exempt status pursuant to Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, it shall maintain such status.

34) CONFLICT OF INTEREST

- a) Licensee represents and warrants that neither it nor any of its officials, directors, trustees, employees, or volunteers 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 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, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation,

partnership, or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

35) TERMINATION OF AGREEMENT

- a) Should Licensee breach or fail to comply with any of the provisions of this License, any Federal, State, or local law, or any rule, regulation, or order of Parks affecting the License or the Licensed Premises in regard to any and all matters, the Commissioner may, in writing, order Licensee to remedy such breach or comply with such provision, law, rule, regulation, or order. In the event that Licensee fails to comply with such written notice by the Commissioner within twenty (20) days from the mailing thereof, subject to unavoidable delays beyond reasonable control of Licensee, and with written notice to the Commissioner within such twenty (20) day period, then this License shall immediately terminate. If said breach or failure to comply is corrected and a second or repeated violation of the same provision, law, rule, regulation, or order follows thereafter, the Commissioner, by notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing thereof.
- b) Nothing contained in subparagraph (a) above shall be deemed to imply or be construed to represent an exclusive enumeration of circumstances under which the Commissioner may terminate this License.
- c) Upon expiration or earlier termination of this License by the Commissioner, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund or investment, or any other payment whatsoever against the Commissioner, or the City.
- d) In the event the Commissioner terminates this License for reasons related to Licensee's breach of this License, Licensee shall be given fifteen (15) days subsequent to this notice of termination to remove its possessions from the Licensed Premises. In addition, Licensee acknowledges that any personal property remaining on the Licensed Premises after the expiration or earlier termination of this Agreement is intended to be abandoned. Licensee shall remain liable to the City for any damages, including lost revenues and the cost of removal or disposal of property, should all possessions fail to be removed from the Licensed Premises within fifteen (15) days following the earlier expiration or date of termination of this Agreement. All obligations of Licensee hereunder will remain in effect until the Licensed Premises are fully vacated and all property has been removed.

36) WAIVER OF JURY TRIAL

- a) Licensee hereby expressly waives all rights to trial by jury in any summary proceeding hereafter instituted by the City against Licensee or any counterclaim or cause of action directly or indirectly arising out of the terms, covenants, or conditions of this License or

the use and occupation of the Licensed Premises or any matter whatsoever in any way connected with this License, including, but not limited to, the relationship between the City and Licensee. The provision relating to waiver of jury trial shall survive the expiration or earlier termination of this License.

37) NO ASSIGNMENT

- a) Licensee shall not sell, assign, sublicense, mortgage, or otherwise transfer any interest provided for herein, or consent, allow, or permit any other person or party to use any part of the Licensed Premises, except as provided herein or reasonably approved in writing by the Commissioner, nor shall this License be transferred by operation of law, it being the purpose and spirit of this License to grant this License and privilege solely to Licensee
- b) No assignment of this License by Licensee, in whole or in part, will be effective unless it is agreed to, in writing, by Parks and signed by a duly authorized representative of Parks.

38) SEVERABILITY

- a) If any provision(s) of this Agreement is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

39) MODIFICATION

- a) This License may be modified from time to time by notice in writing duly executed by both parties hereto, but no modification of this License shall be effective until the same has been agreed to in writing and duly executed by both 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.

40) CHOICE OF LAW/CONSENT TO JURISDICTION AND VENUE

- a) The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Licensee initiates any action in breach of this Paragraph, the Licensee shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Paragraph.

41) CLAIMS AND ACTIONS THEREON

- a) 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.

- b) 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 one (1) year of the termination or conclusion of this License, or within one (1) year after the accrual of the cause of action, whichever first occurs.
- c) 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 without additional compensation any and all assistance which the City may reasonably require of Licensee.

42) CLAIMS AGAINST OFFICIALS OR EMPLOYEES

- a) 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.

43) ALL LEGAL PROVISIONS DEEMED INCLUDED

- a) It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in the Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that 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 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.

44) THIRD PARTY BENEFICIARIES

- a) The parties acknowledge that the USTA is a third party beneficiary of Section 31 (f) of this Agreement.

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

ALLIANCE FOR FLUSHING MEADOWS
CORONA PARK CORPORATION

By: [Signature]
Liam Kavanagh
First Deputy Commissioner for the
Department of Parks and Recreation

By: [Signature]
Name: JAVIER H. VALDES
Title: VICE-CHIEF FMC ALLIANCE

Dated: 1/5/16

Dated: 1/4/16
[Notary Seal: My Commission Expires February 27, 2016]

APPROVED AS TO FORM

[Signature: Sharon Cantor]
Acting Corporation Counsel

Dated: 12/17/15

[Faint signature]

SHENA M. ELINGTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 026256374
Qualified in New York County
My Commission Expires February 27, 2016

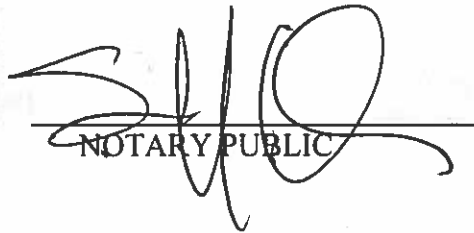
STATE OF NEW YORK)

ss:)

COUNTY OF NEW YORK)

On the 05 day of January in the year 2016 before me, the undersigned, personally appeared Liam Kavanagh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.

SEAN MICHAEL QUEALY
Notary Public - State of New York
No. 02QU62542854
Qualified in Kings County
My Comin. Expires Jan. 17, 2016


NOTARY PUBLIC

STATE OF NEW YORK)

ss:)

COUNTY OF NEW YORK)

On the 04 day of January in the year 2016 before me, the undersigned, personally appeared Javier Valdez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.


NOTARY PUBLIC

SHENA M ELRINGTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 02EL6256374
Qualified in New York County
My Commission Expires February 27, 2016

EXHIBIT A
USTA LETTER



Daniel Zausner
Chief Operating Officer

October 15, 2013

Commissioner Veronica White
City of New York Department of Parks & Recreation
The Arsenal, Central Park
New York, New York 10065

Re: Park Improvement Projects

Dear Commissioner White:

Reference is made to that certain Land Use Review Application (the "Application") filed December 31, 2012 (ULURP No. 130155PPQ) by the City of New York Department of Parks & Recreation ("DPR"), in coordination with USTA National Tennis Center Incorporated ("USTA"), seeking approval for the disposition of 0.68 acres of City property by long-term lease to USTA to facilitate the improvement and expansion of the USTA Billie Jean King National Tennis Center (the "NTC"), located in Flushing Meadows Corona Park (the "Park") in Queens. In connection with the Application, DPR and USTA are negotiating a fourth amendment (the "Fourth Amendment") to that certain Agreement of Lease dated as of December 22, 1993 (as amended from time to time, the "Lease") between The City of New York (the "City"), acting by and through DPR, as landlord, and USTA, as tenant, for the NTC. Reference is also made to that certain letter dated July 24, 2013 from USTA to City Council Member Julissa Ferreras regarding the Application and USTA's commitment to funding improvements to and maintenance of the Park.

USTA has always been and intends to remain a steward of the Park. This letter reflects certain discussions and sets forth certain understandings and agreements between DPR and USTA (the "Parties") with respect to USTA's financial support for park improvements for the benefit of those who use the Park. Further, USTA is being asked to provide annual funding for a conservancy/alliance for the Park and to serve as a member of its Board. USTA is open to working with DPR and a not-for-profit partner for the Park; however, such an entity remains to be founded and start operations.

In these regards, the parties have discussed and acknowledge their understanding and agreement as follows:

1. Park Improvement Payment. DPR and USTA believe that the public good will be enhanced by improvements to the Park. As a good will gesture to assist in promoting maintenance and improvement of the Park as public recreational space, and not in consideration of any approvals necessary with respect to an amendment of the Lease, USTA hereby pledges to pay to the City, in accordance with the schedule set forth below, the amount of Five Million Dollars (\$5,000,000.00) (the "Park Improvement Payment"), to be used by the City for capital

costs to complete Park Improvement Projects (as defined below). The City shall use diligent efforts to enter into contracts for, or spend, the entire Park Improvement Payment to complete Park Improvement Projects within five (5) years after the date of the final installment payment by USTA. The Park Improvement Payment may not be used for any purpose other than completion of Park Improvement Projects. The Park Improvement Payment shall be paid in installments as follows:

(i) Eight Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Five Cents (\$833,333.35) shall be due within forty-five (45) days after final completion of the Connector Road Relocation Project (as defined in the Fourth Amendment); and

(ii) Eight Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833,333.33) shall be due each year thereafter for five (5) years, on the anniversary of the date the first installment was paid.

2. Park Improvement Projects. A range of possible park improvement projects was developed by DPR as part of project planning, consistent with the Flushing Meadows Corona Park Strategic Framework Plan, prepared in 2008. The possible projects include, without limitation: conversion of two soccer fields from natural to synthetic turf; reconstruction of one existing synthetic turf soccer field; the development of a new comfort station at Jurassic Playground; vehicular, pedestrian, landscape, and drainage upgrades to an area in the northeast corner of Meadow Lake Drive; and the development of new picnic and barbecue areas and improvements to pathways around Meadow Lake. The final selection of which of these or similar projects to complete, as determined by DPR in consultation with the City Council Member representing District 21, constitutes the "Park Improvement Projects."

3. Maintenance Payments. As a further good will gesture to assist in promoting maintenance and improvement of the Park as public recreational space, USTA hereby pledges to pay to the City Parks Foundation ("CPF"), subject to the conditions set forth in Section 4 below and in accordance with the schedule set forth in Section 5 below, the amounts set forth in Section 5 below (the "Maintenance Payments"), to be used by CPF to fund direct costs incurred by the Alliance (as defined below) for maintenance, cleaning and/or improvement of the Park and for other similar purposes, except that a portion of the Year 1 Maintenance Payment may be used as set forth in Section 5 below in connection with the establishment of the Alliance; provided, however, that if the Alliance is not formed and operating by December 31, 2015, the provisions of Section 6 below shall apply.

4. Conditions; Representations and Warranties. It is a condition to USTA's obligation to pay each of the Maintenance Payments that:

(i) a conservancy or alliance has been formed and is operating in compliance with law as a New York not-for-profit, with the express corporate purpose of supporting and supplementing the work of DPR in improving, maintaining and operating the Park and with governance documents that comply with the provisions of Section 7 below (such entity referred to herein as the "Alliance");

(ii) there is an executed agreement in effect for the particular year between the City and the Alliance concerning the Alliance's efforts to support and supplement DPR's efforts for maintaining, cleaning, and improving the Park (the "Alliance Contract") and such contract shall provide that the City and the Alliance both (a) release USTA from liability in connection with any work or services provided under the Alliance Contract and/or funded by the Maintenance Payments, and (b) will provide an indemnification and defense for USTA in connection with any third-party claims related thereto;

(iii) until such time as the Alliance and DPR agree to terminate CPF's fiscal role (DPR agrees to consult in good faith with USTA prior to such termination), there is an executed agreement in effect between CPF and the Alliance under which: (a) CPF will act as the fiscal sponsor of the Alliance and provide a tax exempt entity for donors who wish to support the efforts of the Alliance regarding the Park, such role intended to last at least while the Alliance's tax exempt status is pending; (b) CPF will use the Maintenance Payments to fund the Alliance in accordance with Section 3 above; and (c) CPF will directly disburse funds, which CPF is holding on behalf of the Alliance, to the Alliance to carry out the activities of the Alliance undertaken in accordance with Section 3 above, subject to DPR's approval; and

(iv) all of the following representations and warranties shall be true, correct and complete for the particular year, and DPR shall deliver to USTA a certificate from an officer or director of the Alliance certifying the same (the "Alliance Certificate"): the Alliance is validly existing and in good standing as a not-for-profit corporation under the Not-for-Profit Corporation Law of the State of New York; the execution and delivery of the Alliance Contract and the performance by the Alliance of its obligations thereunder have been duly authorized by all necessary corporate action on the part of the Alliance; the Alliance Contract has been duly executed and delivered by the Alliance and constitutes the legal, valid and binding obligation of the Alliance enforceable against the Alliance in accordance with its terms; and all expended portions of the Maintenance Payments have been used as provided in Section 3 of this Letter Agreement.

5. Schedule for Maintenance Payments. Subject to the conditions set forth in Section 4 above, the following Maintenance Payments shall be paid as set forth below:

- (i) Years 1-3: Three Hundred Fifty Thousand Dollars (\$350,000.00) per year; and
- (ii) Years 4-23: Two Hundred Thousand Dollars (\$200,000.00) per year.

The Year 1 Maintenance Payment shall be due within forty-five (45) days after receipt by USTA of (a) a copy of the filed certificate of incorporation of the Alliance, certified as complete by the New York Secretary of State, meeting the conditions set forth in Section 4(i) above, (b) a copy of the Alliance Contract, meeting the conditions set forth in Section 4(ii) above, (c) the Alliance Certificate, and (d) a copy of the Alliance's agreement with CPF to act as a fiscal sponsor for the Alliance; provided, however, that USTA may advance funds to CPF from the Year 1 Maintenance Payment to fund the reasonable fees and expenses necessary for the establishment of the Alliance, subject to an agreement with DPR and CPF regarding the nature and amounts of such fees and expenses. Thereafter, each Year's Maintenance Payment shall be due on the anniversary of the date the final portion of the Year 1 payment was made, but no

earlier than forty-five (45) days after receipt by USTA of the Alliance Certificate for that year and any renewal, extension or new version of the Alliance Contract.

6. Alternative – Payments to DPR. If the Alliance is not formed, operating and able to meet the conditions set forth in Section 4 above by December 31, 2015, or if the Alliance is dissolved prior to the end of the Maintenance Payment period, then USTA shall make any unpaid portion of the Year 1-23 Maintenance Payments to DPR for use by DPR for maintenance, cleaning and/or improvement of the Park and for no other purpose; provided that such maintenance, cleaning and/or improvement of the Park shall be additive of maintenance, cleaning and/or improvement that DPR would have done in the absence of the Maintenance Payments (based on the prior five annual Park operating budgets). The Maintenance Payments are intended to be dedicated for use in the Park; in no event shall the Maintenance Payments be made to the City's general fund. In connection with USTA's Maintenance Payments to DPR, DPR will provide USTA with an instrument (a) releasing USTA from liability in connection with DPR's maintenance, cleaning and/or improvement of the Park, and (b) indemnifying and defending USTA in connection with any third-party claims related thereto.

7. Alliance Board. The City shall require that the Alliance governance documents provide for one director to be designated by USTA to serve with full voting rights on the Alliance board of directors (and any executive committee thereof) and such director shall not be removed without cause except with USTA's consent, and the governance documents shall also provide that in no event shall any other private entity have the right to appoint or designate more than one director to serve on the Alliance board of directors. The City shall also require that the Alliance be limited to no more than fifteen (15) board members and that the Alliance bylaws establish that all such board members have full voting rights and that three (3) or more classes of directors may be established, which include: (1) a class of ex-officio City representatives; (2) a class of community business and civic representatives; and (3) a class of entities within the Park which have agreed to provide long-term regular support to the Alliance. The classes shall not be required to have an equal number of board members, but the board members shall have equal rights regardless of which class they are in. Furthermore, the bylaws shall provide that the total number of directors and the number of directors in each class cannot be increased unless a majority of the directors in each class approve an increase in the total number of directors and/or the number of directors in each class. Unanimous consent shall be required to amend the section of the bylaws that contains this provision.

8. Records; Audit. The City shall require the Alliance to keep complete and accurate records and books of account, prepared in accordance with generally accepted accounting principles consistently applied, regarding the use of the Maintenance Payments (the "Books and Records"), for six (6) years after receipt of the applicable year's Maintenance Payment. Such Books and Records shall include, but not be limited to, bank statements, bills, invoices and receipts, and other documents and instruments that record all information and expenditures related to the use of the Maintenance Payments. At any time and from time to time, upon reasonable prior notice, the Alliance shall be required to permit USTA and its officers, employees and consultants to examine the Books and Records. The City shall not incur any expense or liability whatsoever as a result of USTA's audit.

If the foregoing is consistent with your understanding of the matters set forth above, kindly acknowledge same by signing on the line provided below and returning a copy of same to me.

Very truly yours,

USTA NATIONAL TENNIS CENTER
INCORPORATED

By: 

Acknowledged and agreed:

CITY OF NEW YORK

By: _____
Commissioner, Parks & Recreation

If the foregoing is consistent with your understanding of the matters set forth above, kindly acknowledge same by signing on the line provided below and returning a copy of same to me.

Very truly yours,

USTA NATIONAL TENNIS CENTER
INCORPORATED

By: _____

Acknowledged and agreed:





CITY OF NEW YORK

By: *Kenn M. White*
Commissioner, Parks & Recreation

EXHIBIT B
LICENSED PREMISES



Legend

-  Park Boundary
-  Lease Holders
-  Fixed Site Concessions
-  Cultural Institutions

Licensed Premises excludes Lease Holders, Fixed Site Concessions, and Cultural Institutions

EXHIBIT C
PIP MANUAL

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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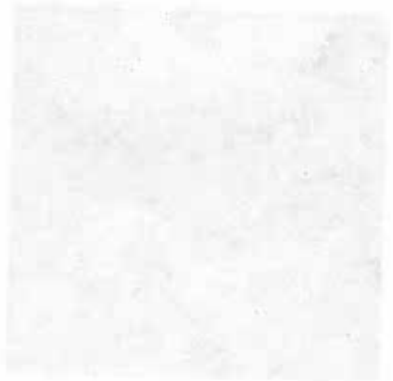
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INSPECTION PLAN TO VISIT
The purpose of this inspection is to determine the condition of the park and to identify any areas that need improvement. The inspection will be conducted on a regular basis and will cover all areas of the park. The results of the inspection will be used to develop a plan of action to improve the park and to ensure that it is maintained in a safe and healthy condition.

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 Attention 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.

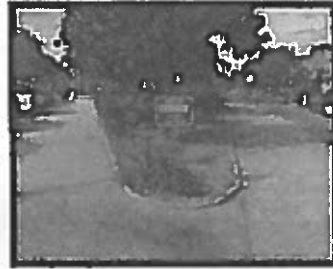
Following the pilot project, the program was officially expanded to include large parks in December 1999. The first large parks to be added to the program were the ten flagship parks, large parks of regional importance which are managed by flagship park administrators. At that time, approximately 300 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.

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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).

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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.

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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

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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).

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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 sneakholes.

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

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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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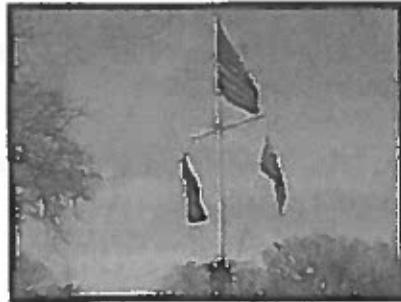
Undeveloped Sites

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,

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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

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2019

2019

2019

2019

2019

Year	Category	Value
2019	Category 1	Value 1
2019	Category 2	Value 2
2019	Category 3	Value 3

Cleanliness Features



2019

2019

2019

2019

2019

2019

2019

2019

2019

2019

CLEANLINESS FEATURES

GLASS

WHAT IS RATED

All broken glass is rated under "Glass." All unbroken glass is rated under "Litter."

GLASS RATING CRITERIA

Accumulation

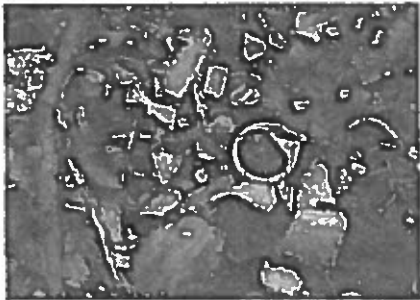
Glass is considered to be light, moderate, or heavy in the following accumulations:

Accumulation of Glass		
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 cropping

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

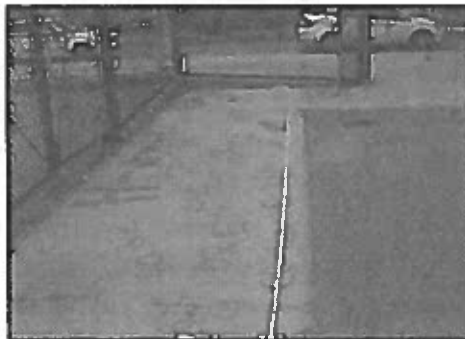
GRAFFITI RATING CRITERIA

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.



Spray paint graffiti on multi-purpose play area

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.

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.

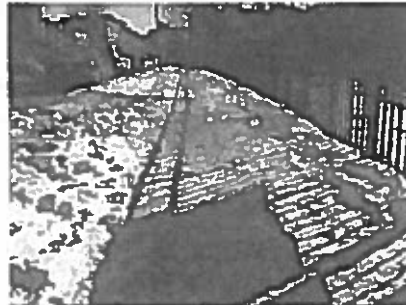
The following are not rated under "Ice:"

- 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.



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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."



Benches missing slats

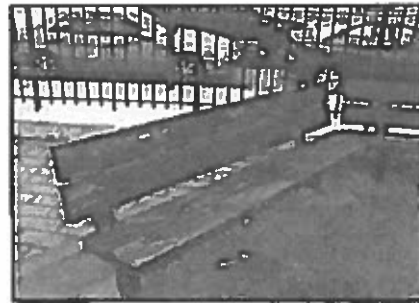
Borough Maintenance and Operations can remove benches at a site if they have first checked with the community and received the approval of the Chief of Operations. The boroughs are responsible for informing OMP when a significant amount of benches have been removed from a park. The borough needs to explain 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 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.

Missing slats

A bench in need of paint

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

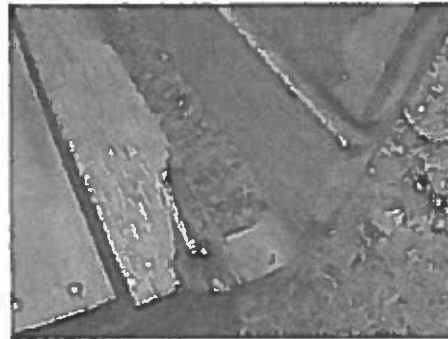
BENCHES IMMEDIATE ATTENTION HAZARDS

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

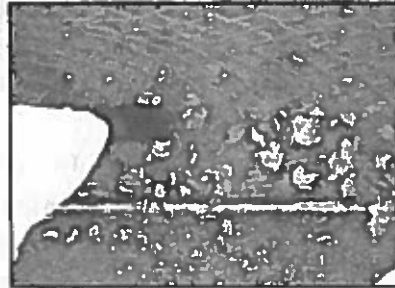
"Formalized" sneakholes are acceptable as long as they do not create a hazard. A formalized sneakhole is a deliberate opening in the fencing, created by Maintenance and Operations, to allow access to a site. Sneakholes that are the result of vandalism are unacceptable.

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

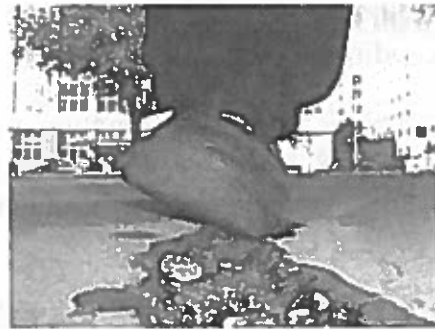
- Missing manhole or drain cover.
- Impalement hazard of six inches or more in height, such as sharp sign post stub.
- Trip hazard of four inches or more in height (vertical difference) in an active area.
- Trip hazard of at least one and half inches on staircase.



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:

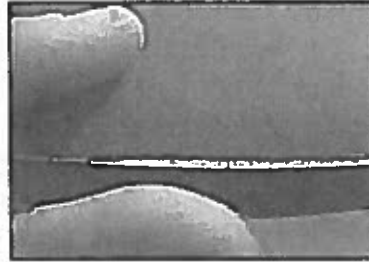
<u>Structural Deterioration of Play Equipment</u>		
Light	Moderate	Heavy
Less than 20% affected.	20% to 50% affected.	More than 50% affected.

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 bracker 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

Play Equipment Rating Standards

(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

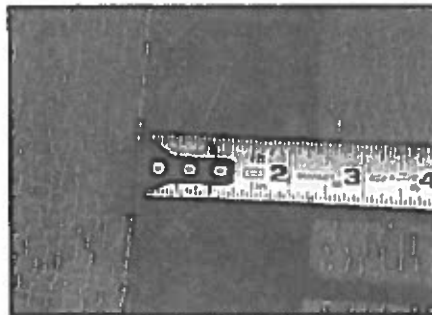
- Hole due to washed-away sand or wood chips.
- Nail at grade or protruding in any critical area of the safety surface.

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.

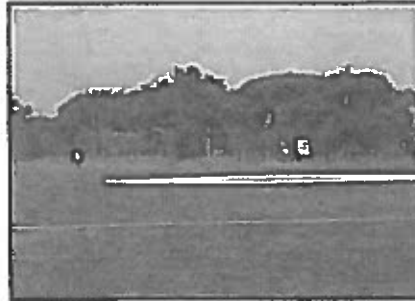
Landscape Features

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

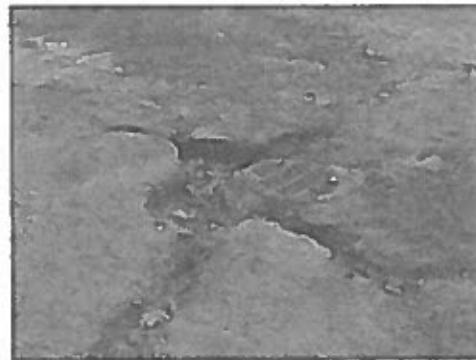
ATHLETIC FIELDS IMMEDIATE ATTENTION HAZARDS

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 a 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

Athletic Fields Rating Standards

(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.

Horticultural Areas Rating Standards

(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.

Lawns Rating Standards

(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.

Table 20: Trails Rating Standards

(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

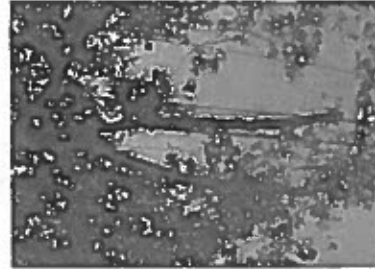
- Large dangling limbs appearing to be in danger of falling onto an active area.
- Branches that hides or obscures a traffic sign.
- A sharp tree stump that is six or more inches in height in an active

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.

Table 22: Water Bodies Rating Standards

(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.

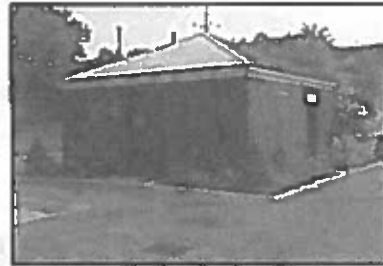
Part Three

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.

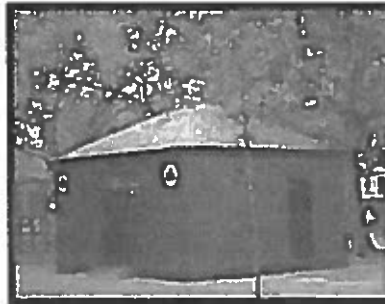
CSIP provides Parks & Recreation management with a broad indicator of the condition of the agency's comfort stations. The program serves three important goals:

- 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:

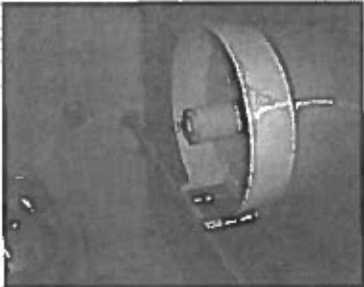
- If at least one restroom is closed. This excludes comfort stations that are seasonal or closed for construction.
- If at least one restroom condition rating is unacceptable. For example, if the women's restroom condition rating is unacceptable (U), then the comfort station overall condition will be 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.

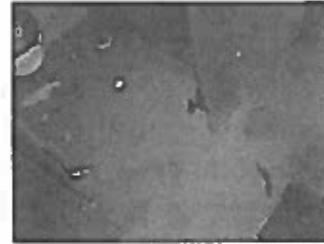
IMMEDIATE ATTENTION HAZARDS:

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.

Restroom Litter Rating Standards

(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.

Comfort Station Litter Rating Standards

(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

Comfort Station Structural Features: What is Rated

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

Comfort Station Structural Rating Criteria

	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.).

THE UNIVERSITY OF CHICAGO

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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.

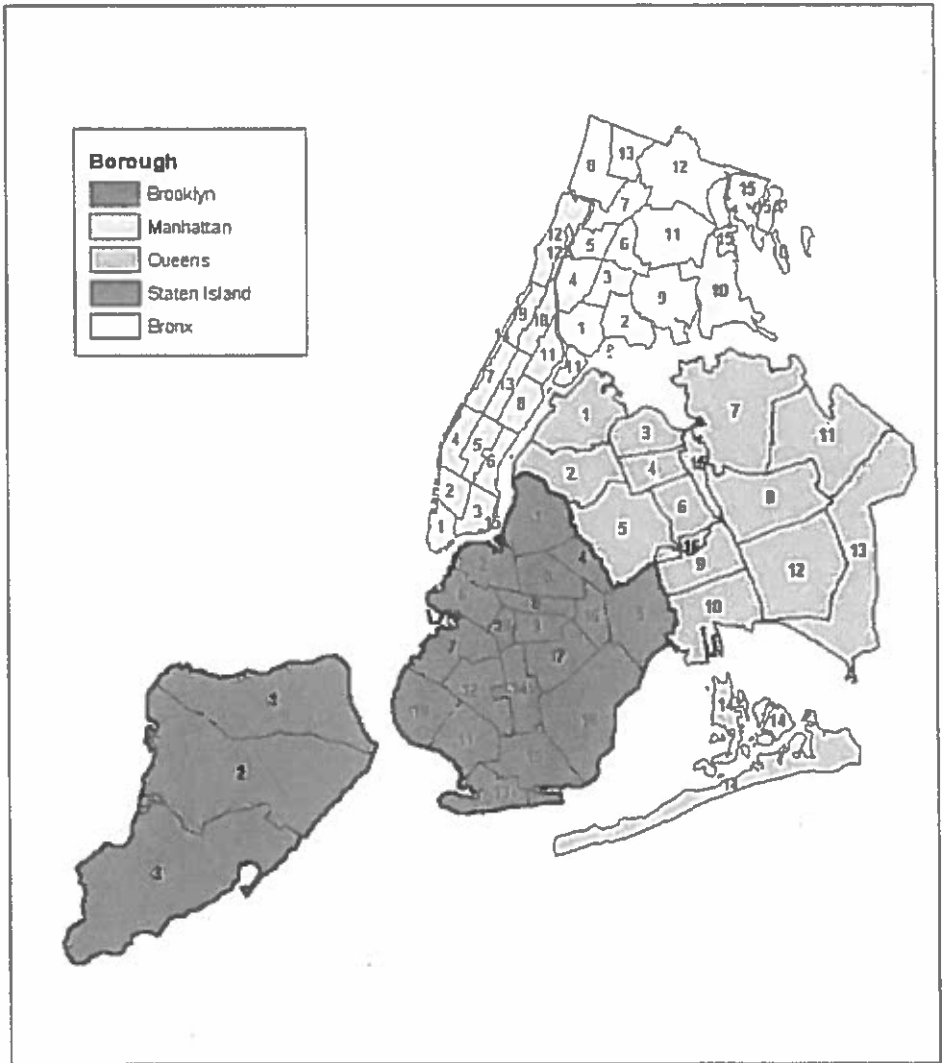
GLOSSARY OF TERMS

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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GUIDE TO PIP

Addition to Immediate Attention Definition

Page 14

Original Text

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:

Amended as of 4/21/09 - Changes are in red text

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. Upon inspection, an IA Hazard that is already sufficiently marked and blocked off (with warning tape, cones or French barricades) to prevent access to the IA by the public will not fail the feature or the site. It will however still be noted as an IA and marked as a hazard condition. Below you will find the two levels of Immediate Attention hazards:

CHANGES AND CLARIFICATIONS

Revision to Graffiti on Non-Parks Property Policy

Page 26
Original Text

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.

Revised 4/21/09 - Changes are in red text

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. If the noted graffiti is still present upon a 2nd PIP inspection, OMP inspectors will rate the feature. However, if the graffiti on Non-Parks Property has been reported to the Community Assistance Unit (CAU) and a record of the complaint is sent to OMP before a 2nd inspection occurs, the graffiti will not be rated. This also applies to graffiti that is considered profane or hate speech.

CHANGES AND CLARIFICATIONS

Wind Allowance for Tree Ratings

Addendum to page 67

Original Text

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.

Amended 4/21/09 - Changes are in red text

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. A 48 hour grace period will be granted for the removal of dangling limbs following the conclusion of the following warnings/advisories issued by the National Weather Service.

- **High Wind Warning:** Issued when sustained winds of 40 mph or more are expected for 1 hour or longer, or for wind gusts of 58 mph or more for any duration.
- **Wind Advisory:** Issued when sustained winds of 30 to 39 mph are expected for 1 hour or longer, or for wind gusts of 46-57 mph for any duration.

The National Weather Service issues warnings/advisories on a county by county basis. The 48 hour grace period will be granted for each county (Borough) that receives a warning/advisory.

During the grace period OMP inspectors will notify Central Communications of any dangling limb hazards. The IA will be noted but it will not affect the feature rating. After the expiration of the grace period the IA will have the same time limit for resolution as an IA under normal circumstances.

CHANGES AND CLARIFICATIONS

Revision to Beachfront Inspection Time

Page 14

Original Text

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 beachfronts, which take place from Memorial Day to Labor Day, may begin no earlier than 8:00 AM.

Amended as of 4/21/2009 - Changes are in red text

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 beachfronts, which take place from Memorial Day to Labor Day, may begin no earlier than 10:00 AM.

CHANGES AND CLARIFICATIONS

Clarification of IA Resolution and Creation of Structural IA Time Extension

Page 15 Original Text

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.

Amended 4/21/09 - Changes are in red text

All Immediate Attentions are tracked by OMP. All Priority 2 Immediate Attentions (IA) identified during the current round must be resolved by the end of the following round. For example, if an IA is reported at any time during Spring 2, it must be resolved by the end of Spring 3. This allows a typical window of 2 to 4 weeks for the resolution of the IA. In occasional cases, if an IA was reported prior to or during a 3 week round, then the IA can potentially be resolved up to 5 weeks. Priority 2 IAs will always have at least 2 weeks to be resolved.

Structural IA Time Extension

IAs that pertain to structural features and require capital investments needing more than the typical window for IA resolution may be considered a Structural IA at the discretion of the Director of OMP.

Borough M&O must formally request a time extension by email with any supporting documentation and a schedule for the specific date of the IA's resolution. The email and documentation should be received and approved by the Director of OMP. The boroughs should utilize any and all possible temporary resolutions to lessen the severity of the hazard and prevent access to the hazard by the public.

Structural IA eligibility is as follows:

- Structural IAs reported in large parks, particularly in sections that are "low-traffic areas." These shall be resolved within 6 months.
- Structural IAs for safety surface and/or play equipment. These shall be resolved within 6 weeks.

CHANGES AND CLARIFICATIONS

Addendum to Ice Rating Definition

Page 29

Original Text

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.

Amended 4/21/09 - Changes are in red text

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. Greenstreets that are stand-alone properties but are not traffic malls will be rated no earlier than 48 hours following a snowfall.

EXHIBIT D
COIB AUTHORIZATION



CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD

2 Lafayette Street, Suite 1010
New York, New York 10007
(212) 442-1400
Fax: (212) 442-1407 TDD: (212) 442-1443

November 23, 2015

Commissioner Mitchell J. Silver
New York City Department of Parks and Recreation
The Arsenal
Central Park
New York, NY 10065

Re: Conflicts of Interest Board Case No. 2015-751 (Alliance for Flushing Meadows
Corona Park Corporation)

Dear Commissioner Silver:

This is in response to your letter, dated October 26, 2015, to the Conflicts of Interest Board (the "Board"), and subsequent communication between your office and Board staff, requesting an opinion as to whether, consistent with the conflicts of interest provisions of Chapter 68 of the New York City Charter, you and designated employees of the New York City Department of Parks and Recreation ("Parks") may engage in fundraising in support of the Alliance for Flushing Meadows Corona Park Corporation (the "Alliance"), including fundraising on behalf of the City Parks Foundation, Inc. ("CPF") in support of the Alliance while CPF serves as the Alliance's temporary fiscal sponsor.

You have advised the Board that the Alliance was developed in 2012 with the support of New York City Council Member Julissa Ferreras and was conceived through community-driven efforts; that the Alliance will work in partnership with the City to provide financial support and supplement the work of Parks for the improvement, maintenance, and operation of Flushing Meadows-Corona Park ("FMCP") in Flushing, Queens; that the Alliance is a Type B not-for-profit corporation, incorporated on November 4, 2013, pursuant to Section 201 of the New York State Not-for-Profit Corporation Law; that the Alliance is currently overseen by a board of directors, including a number of directors serving in their *ex officio* capacity, including the First Deputy Mayor, yourself, the New York City Commissioner of Cultural Affairs, the Queens Borough President, and the Speaker of the New York City Council, along with other members to be added in accordance with the requirements set forth in the bylaws; that the Alliance intends to work in partnership with the City via a formal agreement to assist Parks in

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maintaining, operating, repairing, preserving, and programming FMCP, a flagship City park in Queens County, for the benefit and use of the surrounding community and all of the City; that the Alliance will supplement public spending through private donations and partnerships; that, for example, the USTA National Tennis Center has already pledged financial support in the amount of \$350,000 per year for three years starting in 2013, and then \$250,000 a year for the next twenty years to contribute towards improving, maintaining, and operating FMCP; that you anticipate the Alliance will also raise funds for special revitalization projects in FMCP as well as for operation, maintenance, high-quality public programming, supplemental horticultural staff, and equipment; and that these efforts will assist Parks in meeting its duty under § 533 of the City Charter to manage and care for parks and public places.

You further advise that Parks intends to play a substantial role in the operation of the Alliance; that, specifically, Parks' Administrator of FMCP, Janice Melnick, will continue to serve as a Parks official and is proposed to become the Executive Director of the Alliance; that in this role Ms. Melnick will report to both the Commissioner of Parks as well as the Alliance; that Ms. Melnick will also manage the relationship between Parks and the Alliance; that Ms. Melnick began serving as Administrator of FMCP in May 2012 and is responsible for supervising all activities conducted at FMCP and all staff who work on site; that she oversees and manages over 897 acres of parkland in Queens, with duties including developing master plans for the sites that comprise FMCP, coordinating capital projects in various phases of development and providing public/elected official coordination during design and construction phases, coordinating community input, and overseeing major event site preparation and day of event operations for large scale events such as Cinco de Mayo, the US Open Tennis Championship, the World's Fair Anniversary, and the Louis Armstrong jazz festival; that as Executive Director of the Alliance Ms. Melnick will, among other duties, prepare funding proposals to donors and foundations, convene board meetings and committee meetings, develop relationships with partner organizations for FMCP public programming, establish a budget, and develop the Alliance's board of directors in accordance with its governing bylaws; and that, as stated above, the Alliance's board of directors, currently in formation, includes a class of five *ex officio* officers of the City. You additionally advise that you anticipate Ms. Melnick's responsibilities will increase over time and that she would use City time and resources to fulfill her Alliance duties.

You advise that while the Alliance awaits the decision on its application for designation as a 501(c)(3) entity, it is temporarily using CPF as its fiscal sponsor; that CPF is a not-for-profit corporation founded in 1989; that CPF's corporate purposes include the restoration, maintenance, management, and programming of parks and facilities under the jurisdiction of Parks; that CPF is authorized to provide services affecting Parks, including financial, preservation, development, and other services, and to make contributions or grants of services, funds, or in kind; that Parks' limited budget necessitates alternative sources of funding in order to provide additional maintenance and restoration services for public art and monuments; and that the Board previously approved Parks officials soliciting donations on behalf of CPF in COIB Case Nos. 2003-669, 2007-534, 2009-002, 2012-443, and 2013-353 to support a number of Parks programs including the New York Tree Trust, Heather Garden Endowment,

Monuments/Artwork Program, Imagination Playground, Friends of the Arsenal, the Citywide Festivals Program, online fundraising for the Adopt-A-Park program, and the Washington Square Park Conservancy.

You further advise that, due to Parks' limited budget, public monies allocated for public spaces and general Parks services are not always sufficient for more than the basic level of services; that alternative sources of funding are necessary to provide additional maintenance and staffing services for City parks and other public spaces; and that allowing Parks officials to raise private funds on behalf of the Alliance will help Parks "improve its public efforts related to the Alliance."

You advise that Parks now seeks the Board's "pre-clearance" for Parks officials, including yourself and Ms. Melnick, to fundraise in their official capacities on behalf of the Alliance; that all these solicitations would be made in accordance with the Board's Advisory Opinion No. 2003-4, including the requirement that, in the unusual case where a Parks official is making a targeted solicitation on behalf of the Alliance, the official will not participate on behalf of Parks in any pending or about-to-be pending matters that could involve persons or entities that will be asked for donations; and that Parks will disclose all donations made for the Alliance in a public report to be filed with the Board every six months pursuant to Advisory Opinion No. 2003-4.

The Board has, by letters dated July 24, 2007, September 24, 2007, January 29, 2009, September 23, 2009, and September 24, 2012, approved a number of Parks projects supported by Parks-affiliated private not-for-profit entities, for which Parks staff may solicit donations. Specifically, the Board approved fundraising for Riverside Park Fund, Inc., Forest Park Trust, Greenbelt Conservancy, Historic House Trust, Battery Conservancy, Bronx River Alliance, CPF, Randall's Island Sports Foundation, Inc., the Imagination Playground, Friends of the Arsenal, and Adopt-A-Park. See Conflicts of Interest Board Case Nos. 2003-669, 2007-534, 2009-002, 2009-593, and 2012-444.

Charter Section 2604(b)(2) prohibits a public servant from engaging in any business, or having any private interest, that conflicts with the proper discharge of his or her official duties.

Charter Section 2604(b)(3) prohibits a public servant from using or attempting to use his or her City position to obtain any private advantage for the public servant or for any person or firm associated with the public servant. Pursuant to Charter Section 2601(5), a person "associated" with a public servant includes a spouse, child, parent, or sibling; a person with whom the public servant has a business or financial relationship; and any firm in which the public servant has an interest.

In Advisory Opinion No. 2003-4, the Board determined that, with certain provisos, public servants could raise funds for the benefit of the City and for certain not-for-profit entities closely affiliated with the City, so long as the activities of these not-for-profit entities support the purposes and interests of the City, rather than personal interests of the soliciting public

servant. In order to ensure that fundraising for such "City affiliated" not-for-profits meets that objective, the Board noted that it would accept from City agencies and offices lists of those entities and the purposes for which they propose to seek private funding, and would determine on a case-by-case basis whether these submitted entities and purposes are appropriate for fundraising by public servants. See Advisory Opinion No. 2003-4 at 2.

In determining whether the not-for-profit and its purposes are appropriate for official fundraising by public servants, the Board indicated that it would consider factors such as: (1) any appearance of favoritism toward particular not-for-profit entities created by such fundraising; (2) the impact on the beneficiary organization's competitors, if any; (3) the relationship between the mission of the beneficiary organization and City programs; (4) the importance to the City of the organization's activities; (5) the extent to which the fundraising is undertaken, or appears to be undertaken, in an "official" capacity; (6) the official's personal interest in or relationship to the beneficiary organization; and (7) whether fundraising for the organization is consistent with the public servant's official duties or appears to further only personal or political interests. See Advisory Opinion No. 2003-4 at note 1.

Finally, whether solicitations are sought on behalf of the City or on the behalf of a City affiliated not-for-profit organization, City officials may not solicit from a prospective donor "who the official knows or should know has a specific matter either currently pending or about to be pending before the City official or his or her agency, where it is within the legal authority or the duties of the soliciting official to make, affect, or direct the outcome of the matter." See Advisory Opinion No. 2003-4 at 20.

Here, it is the view of the Board that the activities of CPF, as the fiscal agent for the Alliance, and of the Alliance itself, plainly support the purposes and interests of the City, rather than personal interests of staff members of Parks, so that it is appropriate that Parks officials may raise funds through the Alliance for the purposes described above, and that CPF is an appropriate fiscal agent for such funds.

You are accordingly advised that, based on your representations, it would not violate Chapter 68 for employees of Parks, acting in their official City capacities and using both City time and City resources, to engage in fundraising on behalf of the Alliance, in the manner and under the conditions described above. See Charter Sections 2604(b)(2) and (b)(3) and Advisory Opinion No. 2003-4.

All such fundraising must comply in all respects with the requirements of Advisory Opinion 2003-4, including but not limited to the requirements that:

- All solicitations must make clear that the donor will receive no special access to City officials or preferential treatment as a result of a donation;
- No City official may solicit from a prospective donor who the official knows, or should know, has a specific matter either currently pending or about to be pending before the City official, where it is within the legal authority or the

duties of the soliciting Official to make, affect, or direct the outcome of the matter; and

- Parks must disclose all donations over \$5,000 made through CPF on behalf of the Alliance, and subsequently, all donations over \$5,000 made to the Alliance, in a public report to be filed with the Board every six months. See Charter Sections 2604(b)(2) and (b)(3) and Advisory Opinion No. 2003-4.

Finally, you are advised that this approval is limited to fundraising for the Alliance and in support of City parks and further that any material changes in the charter or by-laws of the CPF or of the Alliance must be presented to the Board for its consideration as to their impact, if any, on this approval.

The advice conveyed in this letter is conditioned on the correctness and completeness of the facts supplied to us. If such facts are in any respect incorrect or incomplete, the advice we have given to you may not apply. If at any time you would like further advice based on a change of circumstances or additional information, please contact us.

Very truly yours,



Richard Briffault
Chair

Fernando Bohorquez
Anthony Crowell
Andrew Irving
Erika Thomas-Yuille

cc: Sharmila Rampersaud, Esq.

