Testimony from Lauren Gray, NYCHA's Senior Vice President for Quality
Assurance, Safety, and Technical Programs
Security Guards, Fire Guards, and NYCHA's Oversight of Contractors
Committee on Public Housing
Tuesday, April 15, 2025 – 10 a.m.
250 Broadway, 16th Fl. Committee Room

Chair Chris Banks, members of the Committee on Public Housing, other distinguished members of the City Council, NYCHA residents, community advocates, and members of the public: good morning. I am Lauren Gray, NYCHA's Senior Vice President for Quality Assurance, Safety, and Technical Programs. I am pleased to be joined by Shin Kim, Senior Vice President of Supply Management and Procurement; and Joseph Terranova, Senior Director for the Office of Fire Safety. Thank you for this opportunity to discuss the Authority's security guard and fire guard programs, and how we are partnering with the NYC Department of Investigation to foster safer and more secure NYCHA communities.

Security Guards and Fire Guards at NYCHA

The safety and security of NYCHA families is a priority for us. To that end, NYCHA, in partnership with tenant association presidents, has proactively implemented a security guard program at our 52 buildings dedicated for seniors, even though security guard services are not required at any NYCHA developments. NYCHA is working with the City on another capital swap which will fully fund the program in City Fiscal Year 2026.

Fire guard services are required at buildings where an installed fire protection system is out of service for repairs. In accordance with the NYC Fire Code, one fire guard is assigned to patrol up to 50,000 square feet of space to watch for fires and alert emergency services and the Fire Department of New York, if necessary. NYCHA has focused our efforts and financed an aggressive repair program that has significantly reduced the reliance on fire guards in buildings – from over 150 locations in 2023 to just over 30 in 2025.

Partnering with DOI

We value our partnership with the NYC Department of Investigation (DOI) and appreciate their efforts to bring to our attention areas at the Authority that need improvement. NYCHA has already made significant progress with implementing several of DOI's recommendations and is

accepting substantially all of the 12 recommendations, as part of our shared goal to ensure safe and secure communities for NYCHA residents. For instance, NYCHA is:

- amending its contracts and invoicing processes for security and fire guard services to enhance oversight;
- providing dedicated security desks or podiums for security guards in a central location at each building;
- posting signage with information for residents to report emergencies or make security-related inquiries or complaints;
- performing unannounced inspections, as well as spot checks of cameras, to ensure guards are present; and
- revising procedures related to the reporting of security infrastructure issues.

Safety and Security Is Fundamental

While we acknowledge that there is always more work to be done, we are grateful for the support of our partners, including DOI and the City Council, as we strive to ensure safe and secure communities at NYCHA and continue to improve residents' quality of life.

Thank you for your partnership. We are happy to answer any questions you may have.



NEW YORK CITY COUNCIL HEARING BY THE COMMITTEE ON PUBLIC HOUSING

TESTIMONY OF JOCELYN E. STRAUBER COMMISSIONER, NEW YORK CITY DEPARTMENT OF INVESTIGATION

CONCERNING SECURITY GUARDS, FIRE GUARDS, AND NYCHA'S OVERSIGHT OF CONTRACTORS

TUESDAY, APRIL 15, 2025

Testimony of DOI Commissioner Jocelyn E. Strauber on NYCHA Oversight of Security and Fire Guards Tuesday, April 15, 2025

Good morning. My name is Jocelyn Strauber and I am the Commissioner of the Department of Investigation ("DOI"). Thank you, Chair Banks and members of the Committee on Public Housing, for the opportunity to speak about DOI's recent investigation and report on the oversight of security guards at New York City Housing Authority ("NYCHA") Senior Buildings and compliance with fire guard requirements at Senior Buildings and other NYCHA developments.

DOI's investigation identified numerous failures in the security and fire guard services provided by FJC Security, doing business as Allied Universal Security Services ("Allied Universal" or "Allied"), which had a \$155-million, five-year contract with NYCHA to provide these services. DOI determined that NYCHA and Allied failed to consistently provide required and sufficient oversight of the Allied guards and thus failed to ensure that Allied fulfilled its obligations to NYCHA under the contract. The absence of security guards at buildings dedicated to seniors jeopardized the safety of some of NYCHA's more vulnerable residents, and the absence of fire guards not only posed a safety risk to residents but also violated the New York City Fire Code. Furthermore, as a result of NYCHA's lack of oversight of Allied, NYCHA paid Allied for services that it did not provide and missed opportunities to pursue contractual damages to which NYCHA was entitled based on Allied's non-performance.

DOI's investigation was prompted by March 2022 media reports that the front door of NYCHA's Corsi Houses in East Harlem did not lock, allowing trespassers to enter. DOI initially focused on the functionality of the lobby doors at Corsi Houses and the quality of security guard services provided by Allied Universal at that location. In DOI's first inspection, investigators observed that the scheduled security guard was absent and a non-resident trespasser was in the lobby of Corsi Houses, prompting a broader investigation of the security guards and infrastructure at NYCHA's Senior Buildings that continued through April 2023.

DOI inspected 39 Senior Buildings and reviewed CCTV footage of 55 security guard shifts, reviewing a total of 94 individual security guard shifts as part of its investigation. DOI concluded that security guards frequently abandoned their posts or failed to show up for work and falsified their paper timesheets to reflect a full shift. We found that approximately 68% of the security guards that we surveilled through inspections and review of CCRV footage were absent for all or part of their required shift. Of the 94 shifts we reviewed, 54 guards abandoned their post for an average of approximately two hours; five were noshows for their entire eight-hour shift; and five committed other infractions, such as remaining in an unauthorized location away from their required posts, sleeping, or consuming alcohol during shifts. Some of those absent guards falsified their timesheets. DOI also found that approximately 32% of the 28 lobby doors that we inspected were not secure, and 70% of the 63 senior buildings that we looked at had CCTV cameras that were inoperable or could not be viewed remotely.

In the spring and summer of 2023, DOI also investigated the fire guard services provided by Allied Universal at NYCHA buildings where, due to deficient fire safety features, the NYC Fire Code requires that a fire guard be present 24/7.

DOI inspected 60 Fire Watch Sites in June and July of 2023 and found that only 38% of the fire guards scheduled to be present were at their assigned posts for the duration of DOI's inspection, which lasted one to two hours. Some fire guards also falsified their time sheets to indicate that they worked a full shift. DOI made NYCHA aware of its findings while conducting the investigation, and the fire guards continued to abandon their posts thereafter, in violation of Allied's contract with NYCHA. Furthermore, DOI found that scheduled fire guards were absent during three fires that occurred in three different developments — in the Ingersoll Houses, Douglass Houses and Taft Houses — two of which resulted in minor injuries. These fires occurred in February, March and May of 2023.

DOI attributed these lapses in security and fire guard services, in part, to NYCHA and Allied Universal's failure to consistently exercise required oversight of the security and fire guards that could have prevented or mitigated the guards' absences and other noncompliance. The contract, as well as NYCHA's Standard Operating Procedure manual, required NYCHA to actively oversee security and fire guards. At NYCHA, oversight was the responsibility of the Office of Safety and Security ("OSS"), a Department that did not consistently conduct field inspections of the security and fire guards and did not document the inspections that it did conduct for multiple consecutive years of the contract term. As a result of these failures, NYCHA and Allied Universal did not identify and promptly address the guards' absences and other

Testimony of DOI Commissioner Jocelyn E. Strauber on NYCHA Oversight of Security and Fire Guards Tuesday, April 15, 2025

noncompliance and Allied Universal billed, and NYCHA paid, for services which NYCHA did not in fact receive.

While Allied Universal is no longer providing services to NYCHA, NYCHA has committed to provide security guards at senior buildings and continues to be legally required to provide fire guards where necessary. Therefore, DOI made 12 recommendations in its report to improve NYCHA's oversight of vendors providing these services:

- NYCHA contracts for security and fire guard services should include a requirement that a vendor
 provide a smartphone application for the guards that incorporates geofencing technology and
 electronic timekeeping that alerts managerial staff when guards leave the boundary of their
 assigned post during their shift.
- NYCHA contracts for security and fire guard services should include a definition of "post abandonment" that specifies the minimum number of minutes that constitutes post abandonment.
- NYCHA should provide security guards with a designated security desk on the main floor of the building to serve as a central location for the guards. NYCHA should also post signage in the lobby with information about contacting NYCHA for emergencies or with complaints or inquiries.
- NYCHA should require OSS to conduct and document a minimum number of unannounced inspections each month.
- NYCHA should revise the Security Guard Service Field Inspection Report to require that
 inspections include a check that the lobby doors are functioning properly, to specify that
 deficiencies related to security infrastructure be immediately reported, and to provide an electronic
 method of submitting the form.
- NYCHA should establish a process for receipt and verification of invoices, certified payroll, electronic timekeeping, and geofencing records prior to payment.
- NYCHA should require the vendor to provide bi-weekly invoices to permit timely CCTV footage review and NYCHA should retain the relevant footage until the invoice has been approved.

NYCHA accepted eight of the 12 recommendations and accepted the remaining four in part.

Thank you for your time and I am happy to take any questions you may have.



April 18, 2025

Written Testimony of Allied Universal New York City Council Committee on Public Housing April 15, 2025 Hearing

Allied Universal ("Allied") respectfully provides this submission as its written testimony to the New York City Council (the "Council") Committee on Public Housing (the "Committee") in connection with the Committee's hearing on April 15, 2025 on the topic of "Oversight—Security Guards, Fire Guards, and NYCHA's Oversight of Contractors" (the "Hearing") and to address the allegations made during the Hearing concerning the performance by FJC Security Services, Inc. ("FJC") (owned by Allied) regarding its contract with New York City Housing Authority ("NYCHA"), as well as the findings in the report of the New York City Department of Investigation ("DOI" and the "DOI report").

Allied is dedicated to providing the highest standard of service to our clients. For more than two decades, Allied provided security services to NYCHA despite often challenging environments. As is well-known and extensively reported, NYCHA is frequently admonished for the unsanitary and unsafe conditions at NYCHA properties, extreme delays for making much-needed repairs to dilapidated infrastructure, and failures to make legally required inspections. Indeed, in January 2019, NYCHA was placed under a federal monitorship as a result of such issues to ensure that NYCHA appropriately manages its properties and delivers services to its residents as required by law. NYCHA remains under federal monitorship after six years.

It is under these unfortunate circumstances that, in the past several years, we provided services through FJC. Indeed, we collaborated extensively with NYCHA to work through and help solve for the unique operational challenges at NYCHA, but contractual obligations and NYCHA's own operational dysfunction made it difficult to solve these challenges.

A. Allied Was Never Told of DOI's Investigation nor Afforded an Opportunity to Respond

DOI never informed Allied of its investigation and also never afforded Allied an opportunity to respond to DOI's concerns before issuing its report. Had Allied been informed of the investigation and given the opportunity to respond, we are confident we could have successfully addressed many of DOI's concerns and, accordingly, that DOI's report would have had the benefit of relevant

¹The first report of NYCHA's federal monitor in 2019 observed the following: "These first few months of our work have revealed NYCHA is an organization fraught with serious problems in structure, culture, and direction, and perhaps even worse. And no one needs a Monitor to be appointed to figure that out." Bart M. Schwartz, *Monitor's First Quarterly Report for The New York City Housing Authority* (Apr.–June 2019) at 1. More than five years later, that same federal monitor reported that "much work remains to be done." Bart M. Schwartz, *Monitor's Final Quarterly Report for The New York City Housing Authority* (Feb. 27, 2024) at 2.



context concerning the challenges of operating at NYCHA. For example, and as DOI acknowledged at the Hearing, DOI did not consider the potential impact of operational challenges at NYCHA on FJC's ability to provide security and fire services to NYCHA.

B. Guard Staffing and Attendance

The DOI report includes allegations regarding the attendance of Allied's security and fire guards at their posts and suggests that Allied guards either were completely absent from their posts or absent for some portion of their assigned shifts. These allegations are based on short term observations of some guards and are uninformed by the context of our long engagement with NYCHA and our repeated attempts to address staffing-related issues.

The challenges of the COVID-19 pandemic impacted NYCHA's ability to repair and maintain their properties, including causing significant delays in on-site repair work that resulted in an increasing number of fire safety systems falling into disrepair.² Even following the pandemic, the fire safety systems remained in disrepair leading to continued and prolonged requests from NYCHA for fire guard services. Fire guards, who were initially intended as a stopgap measure for fire safety, became, due to the disrepair of NYCHA's properties, NYCHA's "default" fire safety measure at many of their properties. Indeed, the majority of FJC's work for NYCHA during the time period in the DOI report was providing fire guard services (rather than security guard services).

While the contract between FJC and NYCHA required FJC to have, at maximum, 500 guards available for NYCHA staffing, NYCHA's requests escalated to a point of requiring hundreds more guards than contractually required at a time. Further, this increase in staffing expectations escalated rapidly, making it extremely challenging for FJC to hire or reassign guards to match the pace of requests. The contract with NYCHA never anticipated that FJC would be able to staff NYCHA's escalating coverage requests under such extreme time pressures and at the ever-increasing and changing properties designated by NYCHA.

We consistently informed NYCHA of this significant staffing challenge. For example, we asked for NYCHA's permission to subcontract guarding services so that we could increase the number of guards to meet NYCHA's needs, but NYCHA never permitted us to hire subcontractors for this purpose. Instead, NYCHA asked that we meet their guarding needs by rotating the same guards across different properties in the same day. Though we had concerns about this approach, we acceded to NYCHA's requests, knowing the importance of having at least some fire guards onsite. The rotation of guards may have led to some of the gaps in coverage observed by DOI. However, it appears that NYCHA never disclosed its own requests to rotate guards to the DOI, resulting in potential inaccuracies in the DOI's findings vis-à-vis guard attendance.

² As referenced above, NYCHA's failure to repair its fire systems is just one example of NYCHA's inability to provide much needed repairs at NYCHA properties on a timely basis.



Furthermore, there can be no debate that the security and fire guard services that FJC provided to NYCHA were significantly impacted by the challenging working conditions at NYCHA properties. For example, there were rarely any bathroom facilities onsite for guards to take legally required bathroom breaks; in some instances, NYCHA properties lacked heat,³ making completion of extended guard services in winter particularly difficult; and there were no podiums in place, meaning that guards had nowhere to sit throughout their shifts. As such, guards had to leave their posts to walk to find a public restroom or may have stepped away during their legally required breaks, which may have led to some of the gaps in coverage observed by DOI. Again, we repeatedly identified these challenges to NYCHA, but they were reticent in their willingness to remediate. For example, our proposal that we set up port-a-potties at various NYCHA properties was rejected, as was our request that NYCHA set up podiums for our guards onsite. For these reasons, we are dismayed that during the Hearing, NYCHA did not acknowledge the unusually challenging working environment present at NYCHA properties for security and fire guards and our suggestions to NYCHA of potential ways to address those challenges when specifically asked about working conditions. And as we were never made aware of the DOI investigation prior to the publication of the report, we were never able to present these mitigation factors to DOI.

NYCHA also claimed during their testimony at the Hearing that we never implemented geofencing when they requested it. This is not true. NYCHA and Allied agreed, as part of a corrective action plan, that Allied would implement geofencing. Geofencing subsequently was implemented, albeit in a limited fashion, and we regularly reported to NYCHA on its implementation and limitations. To implement geofencing, we first had to negotiate with the labor union that represents the guards to obtain an agreement to implement geofencing technology on the guards' personal mobile devices. In these negotiations, the union only consented to the use of geofencing technology that would identify the location of a guard at the time they logged in or out of the geofencing application installed on their mobile devices. As such, the geofencing technology was not able to track the physical location of the guards during their shifts; but instead, only when they clocked in and clocked out. The effectiveness of our geofencing efforts was further limited by the lack of secure locations or available outlets at NYCHA properties to keep our guards' mobile devices charged during their work shifts. NYCHA not only was informed of these limitations, which they accepted, but also was updated on the use of geofencing technology to monitor our guards through reports we sent to NYCHA. Unfortunately, NYCHA stopped attending these meetings without explanation, thereby missing our constant efforts to keep them apprised of our efforts to ensure guard attendance.

NYCHA also insisted on the use and submission of paper timesheets. As a result, we continued using and submitting paper timesheets as required by NYCHA, even though this method of timekeeping is less efficient as electronic timekeeping.

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³ NYCHA's pervasive failure to provide heat at NYCHA properties is documented in, for example, various reports of NYCHA's federal monitor. Indeed, in March 2023, near the height of NYCHA's requests for service from Allied, the federal monitor reported as follows: "Given the age and often poor condition of much of NYCHA's equipment and building infrastructure, proper and timely delivery of [] projects to replace the worst performing equipment is an essential element of NYCHA's ability to provide residents with heating." Bart M. Schwartz, *Thirteenth Quarterly Report for The New York City Housing Authority* (Mar. 8, 2023) at 10.



C. Oversight of Guards

Allied takes our obligation to exercise appropriate oversight of our guards with the utmost seriousness. But, because the volume of NYCHA guarding requests increased so significantly and spread across numerous properties, it was not possible to conduct the number of physical inspections required under FJC's contract with NYCHA. We informed NYCHA of this challenge and asked for permission for our inspectors to monitor guards from a central location by viewing video feeds streamed from cameras on NYCHA properties. Yet again, NYCHA declined our request. Our inspectors continued to conduct as many inspections as possible, but the sheer number of inspections contemplated by the contract was not feasible given the increase in guard demand and may account for some of the missed inspections noted in the DOI report.

D. False Billing

There were several references at the Hearing to Allied's allegedly "false" billing for services not rendered by security and fire guards. Any suggestion that Allied falsely billed NYCHA is not true. Allied is committed to business integrity and does not tolerate false billing. And, as already discussed, Allied's suggestion to implement electronic timekeeping, which is helpful for ensuring billing efficiency and is used by Allied with many other clients, was rejected by NYCHA.

E. Liquidated Damages

During the Hearing, it was suggested that Allied continues to owe NYCHA monies for outstanding liquidated damages claims. This also is not true. We received a final statement of liquidated damages from NYCHA of approximately \$467,000, which was applied as a credit against the outstanding fees that NYCHA owed to us.

F. Closing

In closing, we want to assure the Committee that we are continuing to evaluate the DOI report and, while the NYCHA properties presented unique operational challenges not present at other City agencies, we always are looking for ways to improve our policies and processes and will continue to provide industry-leading services to the communities we serve.

Caress Kennedy

President, Northeast Region

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Testimony Before the New York City Council

Subject: Contractor Oversight and Substandard Work in NYCHA Developments
April Summars
Treasurer, Tenant Leader, LaGuardia Houses

April 15, 2025

Members of the City Council,

Thank you for the opportunity to speak today. I come before you not only as a tenant, but as a witness to the deeply entrenched dysfunction plaguing contractor oversight within NYCHA developments.

The reality we live with is both unacceptable and avoidable. Across multiple developments, including my own, the contractors hired to perform vital work—whether it be plumbing, roofing, elevator repair, or general maintenance—routinely deliver substandard results. Their work is often completed hastily, without proper supervision, and with no regard for city codes or basic industry standards.

What follows is all too predictable: work fails within weeks or months of completion, creating a vicious cycle of repeated repairs, wasted taxpayer dollars, and continued hardship for residents.

The core of the problem lies in what can only be described as a culture of impunity. **There is little to no real-time oversight, no quality control, and absolutely no accountability imposed on these contractors.** No performance audits. No penalties for repeated failure. No enforcement of warranty claims. In fact, in many cases, residents are left to document and report failed work themselves—after the contractor has long moved on to the next contract.

This system is broken. It rewards incompetence, punishes residents, and drains critical resources from an agency already in crisis. NYCHA may claim to have inspection protocols, but the outcomes speak for themselves: **crumbling infrastructure**, **repeated outages**, **leaky roofs**, **mold resurgence**, **and elevators that break down days after being "fixed."**

We are not asking for perfection—we are demanding basic competence, enforcement of city building codes, adherence to contract terms, and consequences for those who fail to meet them. Until NYCHA is forced to implement robust contractor oversight and transparency measures, this revolving door of poor workmanship and financial waste will continue unchecked.

Residents deserve better. The city deserves better. And it's time this Council demands it.

Thank you.

Good morning,

My name is Hector Vasquez, and I am proud to serve as a leader in the Fulton Tennis Association and as a committed community activist. My work focuses on driving positive change and empowering our vibrant neighborhood at Fulton Houses.

Today, I stand before you to address a pressing issue that affects the heart of our community—the safety and well-being of residents in the New York City Housing Authority, particularly in Fulton Houses and Chelsea. These neighborhoods, rich in history and culture, are facing challenges that demand our immediate attention.

Crime and safety concerns have become a daily reality for many residents. From inadequate lighting in public spaces to delayed maintenance of security systems, the very infrastructure meant to protect our families often falls short. Reports of violent incidents and illicit activities have left residents feeling vulnerable in their own homes. This is unacceptable.

We must acknowledge that these issues are not isolated. They stem from years of underfunding, neglect, and systemic challenges within NYCHA. But acknowledging the problem is only the first step. It is time for action.

I urge city officials, law enforcement, and community leaders to come together and prioritize the safety of our residents. This means investing in modern security measures, increasing police presence in a way that fosters trust, and ensuring that residents have a voice in decisions that impact their lives. It also means addressing the root causes of crime—providing access to education, job opportunities, and mental health resources.

To the residents of Fulton Houses and Chelsea: your voices matter. Your safety matters. Together, we can advocate for change and build a community where everyone feels secure and valued.

Thank you

As President of the Gaylord White Houses Tenant Association President, I have been struggling with the issue of Door and Elevator Safety for the last ten Years!

Our doors are breached almost daily by drug addicts and vagabonds looking for a place hang out to inject themselves in our stairwells, use them as bathrooms, or spread themselves out in cardboard beds and sleep.

During the last three years we have been invaded by local school kids who also use our stairwells and rooftops in year round to smoke marijuana and even have sex.

This year was probably the worst on record as some of our residents have woken up to find homeless males sleeping in front of their doors.

Three weeks ago, one of our residents found a woman strewn on the floor, surrounded by blood, whom a Fire Department Emergency crew later declared as dead of an overdose.

Although NYCHA replaces the locks on Entrance doors, the culprits

always find ways of circumnavigating the locks!

I have personally witnessed loiterers pulling the doors open by their sheer arm strength. And I have also personally witnessed perp s pounding the door Magnet with a hammer to gain access to our building.

Changing the locks does not prevent loiterers from gaining access to a NYCHA Building!

Probably, the best deterrence to door safety is a Security Guard — but NYCHA lacks the funds to

provide round the clock Security Guards to Senior Buildings.

Most of our residents are too old to participate in Tenant Patrol so that leaves a very small chance that we will ever overcome this Safety issue.

Still, it defies the imagination that in the entire history of public Housing, the Authority has never been able to successfully wipe out this threat to keep their tenants safe.

Thank you for this platform Chairman Banks. No transparency or accountability as per Assemblyman Epstein newsletter from a report submitted by comptroller Lander Riis received over 2 million in capital funds since 2019 and projected over 600 million from 2023 to 2042 but yet is ailed with lead, asbestos, mold, arsenic, contaminated soil and bribery. Same contractors ie 3 different companies have violated OSHA regulation, water & air quality, when remediating lead other issues from my apt and countless residents as well. We have also incurred ailments, illnesses and health conditions that can't be treated or untreated as you know Beth Israel Hospital is closed. There's over 71 and counting residents at Riis alone whose quality of life is violated. Their gross negligence has cost people their lives. Imagine the atrocities at other developments. Unlocking funds for NYCHA should not be at a tenant's detriment. Collect the fines, investigate passport's invoices, NYCHA staff and contractors as to why gross mismanagement is afoot. Riis beat Pact Scorecard Sect 9 667 to Pact 371. **GAMEOVER!!!** I say this to give hope to those developments who are in elections and

undergoing conversion. United we stand and divided we fall.

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