



DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES  
MARTHA K. HIRST, COMMISSIONER

Extended Military Benefits Program  
Repayment Agreement for Employees Who Separated from the City of New York

Employee Name: \_\_\_\_\_  
Employee Identification Number: \_\_\_\_\_  
Date: October 03, 2008

Our records indicate that, when you were called up to ordered military duty, you accepted the Full Pay/Repayment Plan of the Extended Military Benefits Program ("EMBP - FP/RP"). This program was created to ease, as much as reasonably possible, any financial disruption for City employees and their families which may be caused by long-term military duty connected with the events of September 11, 2001.

Based upon the information and documents you submitted regarding your Ordered Military Duty under the EMBP, the following calculations were made:

- Original Amount Owed: \$109,278.03
- 7.65% FICA & Medicare Reduction: - \$8,359.77
- 15% Administrative Adjustment: - \$16,391.70
- Repayments to Date: - \$2,288.81

The remaining balance that you are obligated to reimburse the City is: \$82,237.75.

Please contact your Military Liaison Officer for information on the City's early repayment incentive.

A standard repayment plan is being offered to employees who have separated from City service:

If you are a retired City employee, your monthly installments will be equal to 7.5% of your gross monthly pension check. You will need to submit a copy of your most recent pension check.

If you are a separated (but not retired) City employee, and you separated from City service prior to or on November 5, 2008, your monthly installments will be equal to 7.5% of your gross monthly City salary on the date of separation.

If you are a separated (but not retired) City employee, and you separated from City service after November 5, 2008, your monthly installments will be equal to 7.5% of your gross monthly City salary on your date of return from military duty.

Monthly payments of \$409.93 will be due on the 1<sup>st</sup> of every month, beginning November 01, 2008.

The entire obligation of your debt must be satisfied within ten years from your date of return from Ordered Military Duty, or ten years from November 5, 2008, whichever is later. If a balance is due at the conclusion of the ten year period, you must reimburse the remaining amount in a lump sum payment by certified check or money order within 30 days.

Failure to comply with these terms may result in the termination of this agreement, at which time the full remaining balance of your debt will become due.

If you have any questions, please contact Dounia Alfred, Supv. Operational Review, NYC Department of Correction, Personnel Division, 2 Washington Street, 10<sup>th</sup> Floor, New York, NY 10004; Dounia.Alfred@doc.nyc.gov; (212) 487-6687.

Thank you for your service to your city and your country.

I agree to repay: \$ \_\_\_\_\_ each month.

*[fill in with an amount equal to or greater than 7.5% of your last monthly City salary as noted above or 7.5% of your monthly pension - a copy of your last month's pension check must be included]*

*I acknowledge that by signing, I understand that I, or my estate, is responsible for repaying the full balance due to the City of New York in accordance with the repayment terms stated above and that these agreements shall in no way limit the right of the City to exercise any other lawful remedy available to it and to recover any amount owed by me and not repaid.*

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Agency Receipt (Initials and Date)



**THE NEW YORK CITY EXTENDED MILITARY BENEFITS PROGRAM:  
A FOLLOW-UP**

**NEW YORK CITY COUNCIL  
COMMITTEE ON VETERANS  
COMMITTEE ON CIVIL SERVICE & LABOR**

**TESTIMONY BY PENINA SCHOENFELD  
ACTING DEPUTY DIRECTOR OF OPERATIONS ANALYSIS  
DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES  
OCTOBER 24, 2008**

Good afternoon Chair Monserrate, Chair Addabbo, and members of the Veterans and Civil Service & Labor Committees. I am Penina Schoenfeld, Acting Deputy Director of Operations Analysis for the Division of Citywide Personnel Services within the New York City Department of Citywide Administrative Services ("DCAS"). I am also joined by my colleagues Jennifer Blum, Director of Special Projects, and Mitchell Paluszek, Deputy General Counsel for Personnel. On behalf of Commissioner Martha K. Hirst, I would like to thank you for this opportunity to update you on the New York City Extended Military Benefits Program ("EMBP"), which was established to assist City employees called to serve in the military following the events of September 11, 2001. We sit here today as flags fly at half staff at all City buildings to pay tribute to Police Officer Deon Taylor who was killed in action this past Wednesday while serving in the United States Army in Afghanistan. It is a poignant reminder of the thousands of employees who honorably serve our City at home and our nation overseas.

**BACKGROUND ON THE EXTENDED MILITARY BENEFITS PROGRAM**

The New York City Extended Military Benefits Program was first implemented by former Mayor Rudolph W. Giuliani through Personnel Order 2001/4 on October 15, 2001 to ensure that City employees called up to active military service in response to the September 11<sup>th</sup> attacks would not suffer undue financial hardship, and that employees and their families would not experience an interruption in health care, pension, and other benefits as a consequence of military service in Operation Enduring Freedom. Mayor Michael R. Bloomberg continued the program after entering office by executing Personnel Order 2002/1 and it was subsequently extended to City employees called to serve in Operation Iraqi Freedom.

The City created the EMBP to supplement New York State Military Law. The State Military Law was designed, among other things, to protect public employees with respect to re-employment upon their return from military service; however, it provides relatively modest benefits and protections regarding the continuation of an affected employee's City salary and benefits while they are on active military duty. The Military Law obligates public employers to pay employees for the first 22 work days or 30 calendar days of their military leave, whichever is greater. Once employees are paid for this time, the State Law only requires that a public employer treat the employee as if he or she took a leave of absence. The employer is not, for example, required to provide any additional salary, health care, pension, accrual of annual leave, or other benefits protection. Public employers are not obligated to continue health benefits beyond offering a variation of the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 or "COBRA" program, which provides many employees a limited opportunity to continue on an employer's group health plan even after coverage would otherwise end and at a somewhat higher cost than the cost to the employer.

The Extended Military Benefits Program has been a voluntary program since its inception in 2001. Prior to program modifications legislated through the recent passage of the Public Servant Soldier Salary Act (which I will discuss in more detail later), the EMBP was a "full pay and repayment" program whereby City employee reservists and members of the National Guard could choose to continue to receive their City salary and benefits while deployed in one of the aforementioned military operations. Enrollees were required to submit a signed notarized agreement that committed these employees to repaying the lesser of their military pay or City salary upon returning to their City jobs after completing their military service.

Under the Mayoral Personnel Orders establishing the Extended Military Benefits Program, it was the responsibility of individual agencies to administer the program, including repayment plans for returning employees. Due in part to this decentralized implementation and to the fact that the program was never envisioned to last as long as it has, City agencies were not operating under a set of consistent procedures for reminding men and women returning from military service of their repayment obligations and instituting repayment plans. To remedy this situation, as Commissioner Hirst testified in September 2006, Mayor Bloomberg centralized oversight of the administration of the EMBP within DCAS in the fall of that same year.

Since Commissioner Hirst last testified about the EMBP before these committees, DCAS has made great strides in standardizing the administration of the program by providing agency personnel offices and military desks with administrative support, standard forms, fact sheets, and additional information about the program to be shared with employees. Furthermore, DCAS has worked to make the program less burdensome on enrollees. We increased the length of repayment from 30 days to five years, excluded food and shelter allowances from the definition of military pay (resulting in an average decrease in debt of 40%), and excluded Social Security and Medicare taxes from the amount of repayment (decreasing the debt by another 7.65%). We worked closely with the Office of Payroll Administration to develop flexible repayment options for returning servicemen and women, including immediate repayment in full, repayment through charges to annual leave balances, repayment through payroll deductions over time, or a combination of these options. Also, we obtained the much appreciated assistance of H&R Block and Jackson Hewitt to provide free tax assistance to City employees returning from military service.

#### **PROGRAM STATISTICS**

As of October 20, 2008, there were 1,802 City employees across 27 agencies enrolled in the City's EMBP for at least one deployment. Of that number, 1,389 enrollees have returned to City service and are subject to the full pay and repayment terms of the EMBP. About 90% of program enrollees are from the uniformed agencies (i.e., the Police Department, Fire Department, Department of Correction, and Department of Sanitation). Over 70% of returnees are in repayment or have paid off their debt in full.

DCAS maintains close communication with all City agencies on matters related to the EMBP through regular email updates and bulletins. An EMBP phone hotline is available to answer any agency questions or concerns. The DCAS website, available at [www.nyc.gov/html/dcas/html/resources/embp.shtml](http://www.nyc.gov/html/dcas/html/resources/embp.shtml), provides answers to frequently asked questions about the EMBP, a list of Military Liaison Officers at each agency, and contact information for each branch of the Department of Defense. We provide regular training sessions to assist Military Liaison Officers in the calculation of EMBP debt owed by returning enrollees. Additionally, a steering committee with representatives from the six agencies with the highest number of EMBP enrollees (the four uniformed agencies, Human Resources Administration, and the Department of Environmental Protection) meets on an as-needed basis to discuss any changes

to the program or questions they may have. The EMBP Hardship Committee meets when needed to review any applications for hardship relief.

### **DIFFERENTIAL PAY PROGRAM**

Although the current program has been, in our opinion, extremely generous in that it provided the most seamless and complete continuation of pay and salary benefits, some participants expressed difficulty repaying the amounts owed under current program parameters. State Senator Martin Golden and Assembly Member Rory Lancman introduced a bill in the State Legislature to address these concerns and, as much as possible, to replicate New York State's differential pay program. DCAS negotiated with Senator Golden and Assembly Member Lancman over the summer and fall of 2007 to revise their legislative proposal so that their recommendation to change the Extended Military Benefits Program from a "full pay and repayment plan" to a "differential plan" was administratively feasible. Under the proposed differential plan, City employees would, with each City paycheck, receive the difference between their City salary and military salary, if their City salary was higher. Accordingly, there would be no additional monies to repay under the differential plan.

Governor Paterson signed the Public Servant Soldier Salary Act (S. 6180-A/A. 9106-A) and the chapter amendment (S. 6772/A. 9873) into law on July 7, 2008. This legislation changed the EMBP to a differential pay program and modified the repayment terms for those who had participated in the earlier version of the EMBP from 10% of an employee's salary spread over a five year period to 7.5% of an employee's salary spread over ten years. Moreover, all debt has been reduced by an administrative adjustment of 15%. Lastly, the Statutory Entitlement was increased from 30 calendar days or 22 work days to 30 work days.

The legislation takes effect on November 5, 2008, 120 days after it was signed, and DCAS has adjusted the Extended Military Benefits Program accordingly during this time period. Payroll deductions for enrollees who are repaying their debt have already been reduced to 7.5% of their gross base City salary. This will be a fixed amount throughout their repayment term, allowing for easier budgeting and money management by program participants. Debt amounts for enrollees under the full pay and repayment plan have already been reduced by the 15% administrative adjustment. In addition, an early repayment incentive is being offered. With this incentive, enrollees who repay their debt amount in full prior to or on November 5, 2008 will receive a 5% discount off

their entire debt. Participants who repay their debt amount early and in full after November 5, 2008 will receive a 5<sup>0</sup> discount off the remaining amount owed at the time of full repayment. Enrollees who are currently deployed will be offered the option of switching to the new differential pay program.

### CONCLUSION

Thank you again for this opportunity to testify about the EMBP. My colleagues and I are pleased to answer any questions you may have.

# Attachment #1

### Discrimination based on Military Activation

The following statement is supported by my feelings of discrimination, other employee's views of me being discriminated against, other employee's experiences being discriminated against. All while employed by the NYC DEP Police (New York City Department of Environmental Protection Police Department).

As you will see that not one incident alone has made me feel that I am being discriminated against because of my military service. BUT, the statement made by Capt sass at the time has been the prevailing way I have been treated and continue to be treated, despite my retirement from the Military.

1. In July of 2001, while in the Ashokan Precinct in civilian clothes, checking the work schedule that was posted on the wall, I overheard Lt Sass and a patrolman talking about another patrolman that was away on military leave. Lt. (now Capt) Sass who is the precinct commander stated that people in the guard and reserves should stop pretending to be part of the military, if they wanted to be in the military do it full time, stop wasting time and NYC money by pretending to be in the military.
2. Speaking with an officer at the time and former officers that are in the same military unit as myself, they have told me that they have felt discriminated against because they were in the military while working for NYC.
3. Shortly after returning from 2 yrs of activation with the Air Force, following 9-11, I returned and was informed that the only shift available to me were the A-line (11pm-7am) and the C-Line (3pm-11pm) though I was the 3<sup>rd</sup> senior officer in the precinct. When I left for activation seniority was the way shifts were chosen, overtime was given out and days off were set. Since I was only given those 2 shifts, I chose A-Line and later went to C-Line.
4. Over the years I have requested numerous training workshops, transfers to more specialized units, and shift preferences due to my experience, education, training, and work performance and almost all were denied. While other officers who were disciplinary problems seem to get the preferential treatment.
5. When the issue of seniority was brought about again, since I was the senior individual on C-Line, I requested that I be given my preferred days off instead of the Tues-Wed or Wed Thurs I currently had. Sergeant Macedonio, (Shift Sgt at the time), informed me that I was not the senior individual on the shift, because I had been gone for 2 yrs with the military. He stated that I was the junior individual on the shift even below those who had just graduated from the academy after my return from activation. I informed the Sgt. that according to the federal law he could not use the time I was activated against me and that I was entitled to the same rights and privileges as if I had been working here instead of

being activated. The Sgt. then changed his story and said I was considered junior because I just came to the shift, despite the new officers who just came out of the academy after I had returned. When brought to his attention on several occasions afterwards the Sgt. had no explanation for why I was being discriminated against.

6. On several occasions, during 2004, numerous officers disrespected Sgt. Macedonio, but when in a normal conversation my voices raised a little to object to the way Sgt. Macedonia was unfairly treating me and Sgt. Macedonia threatened to write me up for insubordination. This was witnessed by several officers.
7. I put in for promotion to Sergeant in 2004, after returning from being activated for the previous 23 months by the Air Force. I at the time had 3 years of time with the NYC DEP Police, a BS in Law Enforcement and 18 years of Law Enforcement experience including 10 years of leadership experience. The requirement was for the promotion at the time was only 1 year of experience. Sgt. Macedonia informed me that I did not have enough experience. Sgt. Macedonia stated that it did not matter since I only had 6 months on the job in Ashokan. I corrected him and told him that my Hire date was Jan 15, 2001 to which he replied that it did not matter because I was not in Ashokan for most of the time (being activated). I informed the Sgt. that he cannot discriminate against me because of the time I was away with the military and he said he was not, but only saw me as the junior officer and I had not been at Ashokan long enough. I was in fact the 3<sup>rd</sup> senior officer in Ashokan and had been assigned to Ashokan since July 10, 2001. The Sgt. mentioned that it was not only his view but Lt. Kight's view as well and denied my request for promotion based on not having enough experience. I made a copy of the federal law and again presented it to Sgt. Macedonia who in turn gave it to Lt. Kight. I was called into Lt. Kight's office and yelled at for having the nerve to think that I was being discriminated against simply because I was in the military. Lt. Kight also made the statement, similar to the Sgt. that in his opinion that I did not have enough time in Ashokan to be promoted (respectfully, however the LT had been promoted to Sgt with only 18 months on the job and then to LT 6 months later). Lt. Kight also made the statement, pulling a stack of paper from under his desk, (containing several of my training requests) that he was "GOD" in Ashokan and he decided who went where, what shift each person was assigned, and what days off could be taken by anyone, because he was the ultimate one in charge in Ashokan. He also stated that there may be seniority in other precincts in DEP, but here in Ashokan, he did not recognize seniority. He denied my request for promotion and recommended that I not be promoted due to my lack of time and experience on the job.
8. After my conference with the LT and Sgt, I was given a date for an interview for promotion. Captain Sass, Captain Arnold, and Captain Milazzo conducted the interviews, with Lt. Beers as the recorder. I went through the interview and was not chosen for promotion, but junior officers with less time, experience, and education were promoted to Sergeant.

9. On several occasions I have put in for transfers to specialized units, in which I have several years' experience and twice passed the PT test for the positions, and have yet to be chosen. However individuals who were not had just completed the academy, had no and had less time in law enforcement was chosen for the positions. On one particular occasion, myself and two other officers were applying and only 2 positions open. The other officers that had put in for the position pulled their requests. Thus making me the only person left for the positions. The positions were pulled and all of a sudden no longer existed.
10. While on patrol with an officer/union representative made a statement while on patrol and we were discussing different issues. One topic was the employment and other rights on military members. The officer stated that in his opinion military members were given too many privileges. No Explanation on reasoning was given at the time.
11. I have been told by several officers that the LT. Kight had the same views on the Guard and reserves and Capt. Sass had stated back in 2001.
12. October 2005, I informed a Sgt. About a conflict in the schedule, to perform my duties as a police officer and not being allowed enough time to recover from working in order to attend military duty once a month. I was scheduled permanently for Fridays to travel to another location for patrol creating overtime for the coverage and travel time. The Sgt. Stated it did not matter since I was not working on the day of my drill. The military day started at 0001 hrs and I was forced on several occasions to work until 0112 hrs. I requested a change once a month to the schedule to accommodate my military duties and I was denied.
13. In November 2005, at 0112 hrs I found out that my shift had been changed for the next day due to another officer was given an overtime shift that day and I was chosen to go back to another pct for patrol. I was to return to work at 1248hrs that same day.
14. Dec 7, 2005 at 0700 hrs with several officers in attendance I brought up the scheduling conflict to the Sgt. The problem was that I had signed up for the overtime prior to others and I was lower on the list on overtime, but yet other officers were given the overtime.
15. I applied for a position in the academy, which is considered a stepping-stone to promotion. Was called for an interview on my day off 2 hrs before the interview and I was informed that I did not need to wear my dress uniform by Captain Milazzo. A junior officer with only 2yrs experience and still on probation was chosen instead.
16. I have been ordered on several occasions to attend a basic CPR class and other training classes to which I am already certified and I am an instructor for

CPR/AED/Blood borne Pathogens and more. On one of these occasions I was injured during the training process.

17. In early 2002, I was called in while on military duty to NYC DEP to sign paperwork to keep the health benefits for my family to continue. I signed the paper as requested. I later found out it was an illegal contract since it violated federal law on several different facts. I was then told in 2003 that I was not required to pay back my salary I earned while on military duty. In 2007 NYC reduced my pay by 10% to pay back the money they say I owe for my salary for the time I was activated. My calculation comes up to be I owe \$27,000 and they say I owe \$40,000. I asked for an explanation of the calculations and found that they are taking back pay for the days I was not paid for. I am and was paid for 42 hrs a week and 5 days of work. Military I worked 7 days a week and 16 hrs a day. I have tried explaining this to them and have not gotten a response from them and I have never signed the new contract they insisted I sign to replace the old one I sign. They say now that I must pay back the money within 5 yrs, but the original contract did not have a date to be paid back by. I feel that I have already paid back the money due to the illegal deduction and enforcement of the way they calculate overtime. In a 28 day period, say I do 48 hrs of overtime where I would normally get paid time and a half, if I should take 8 hrs off my overtime pay would be reduced by that 8 hrs and the sick, military, vacation, or comp day would also be deducted from my pay. I calculated the total amount to be in the range of \$20,000-\$30,000. The contract also stated I should have all benefits given to me as if I was working, but I was not given 3 clothing allowances (\$250.00 ea) and I had 24 hrs deducted in early 2003 from my pay. BUT, yet NYC has people and businesses that owe over \$290 million in past water bills and they are not trying to get the money back. BUT they are taking money back from those who defended NYC and the country from terrorism.
18. Feb 2008, the DEP Police sent a newer officer to IDC, who is still on probation, to be an instructor for CPR/AED. I have applied for IDC School since returning from military activation, but have been continually denied. I have informed them numerous times that I am currently certified as a CPR/AED instructor and just needed the IDC school. I have even trained DEP Police personnel in the past as well as relatives of the command in CPR/AED.

19. In July of 2008, I was first hounded by Lt. Kight after being instructed by Inspector Milazzo to have the inspection on my vehicle updated. I had a temp inspection sticker that was valid and had an appointment to have the permanent one put on the following Monday. This was told to Lt. Kight each and every time he hounded me on this issue. He then gave me a direct order to have the permanent one on by the time returned from vacation. This is all while a Sgt. with ESU had his inspection sticker and registration on the window of his vehicle expired by a min. of two years. Lt. Kight himself had his inspection sticker expired on his vehicle for over 6 months before he had his corrected. I had a valid temp inspection sticker and informed them of such, but still harassed.

20. August 2008, after correcting the inspection issue I was hounded by Lt. Kight again on a slight leaking of oil from my vehicle. Lt. Kight gave me a direct order, in contradiction to NYC spill report policy, to complete a spill report or my vehicle would be towed from the parking lot. This is at the same time where more DEP police and DEP maintenance vehicle leaked more fluids than my truck did. I have been order since then to whenever I am parked in the police parking lot to have a pan under the vehicle, where no DEP vehicle or other personal vehicle that are in the parking lot are subject to this requirement.



**INCIDENT REPORT**  
**For**  
**BUREAU OF WATER SUPPLY**

Today's Date: 08/05/2008  
(mm/dd/yyyy)

Incident Date: 08/05/2008 Time: 0700 am Location: 4th pct parking lot, T/Olive, NY  
(mm/dd/yyyy) (am or pm)

Person reporting incident: Michael Williamson Division: Police Section: Patrol

Description of Incident: In order to comply with a direct order from Lt. Kight but not required by EH&S a daily spill report is being filled. My vehicle does leak a very small amount of fluid as it is parked. CA5059808 was completed. Vehicle leaks no more than some DEP vehicle or other personal vehicles.

Initial Action Taken: An appointment to have the vehicle looked at by a mechanic has been made for Tuesday 8/12/08

Individual responsible for follow up: N/A

**TYPE OF INCIDENT:**

- Injury to City Employee
- HazMat or spill on City Property
- HazMat or spill on Watershed
- Water Quality Alert (check all that apply)
  - 20+ fecal in Kensico
  - Unusual result in reservoir/distribution
- Security Threat
- Other: \_\_\_\_\_

Copy:

Names	Fax numbers
D. Warne	(914) 773-4568
K. Rieke	(914) 773-4568
E. Welch	(914) 742-2077
L. Sadosky	(914) 773-4530
S. Schindler	(845) 340-7504 & (914) 741-0431
I. Stern	(845) 340-7514
P. Rush	(845) 985-7516
T. Lawler	(914) 232-7003
Revision: 05/02/06	

Copy:

Names	Fax numbers
G. McCoy	(718) 595-5546
W. Morris	(914) 773-4536
Croton Command Center	(914) 245-9302
A. Patrick Nucciarone	(732) 280-4801
E. Walters	(914) 962-6145
T. Pollack	(914) 962-6145
C. Igoc	(845) 657-7703
S. Klepacki	(914) 773-4530

Copy:

Names	Fax numbers
J. Hurley	(845) 340-7605
J. Schiffer	(845) 340-7605
K. O'Connor	(845) 340-7569
A. Fiore	(914) 232-7003
L. Tsaldaris	(914) 232-7003
T. West	(845) 657-7035
E. Litteral	(845) 657-7035
C. Malinoski	(845) 340-8657
S. Coppey	(845) 340-7539

1. Agency NYC DEP POLICE	2. Div/Precinct 4	New York State <b>INCIDENT REPORT</b>	3. ORI NY0591200	5. Case No. CA059808	6. Incident No. 13375
7,8,9. Date Reported (Day, Date, Time) TUESDAY 08/05/2008 07:00		10,11,12. Occurred On/From (Day, Date, Time) TUESDAY 08/05/2008 07:00		13,14,15. Occurred To (Day, Date, Time) TUESDAY 08/05/2008 07:01	
16. Incident Type ENCON-ECB - HAZMAT			17. Business Name DEP POLICE		
19. Incident Address (Street Name, Bldg. No., Apt. No.) 2398 RT 28A, POLICE PARKING LOT					
20. City/State/Zip OLIVEBRIDGE NEW YORK 12461					
21. Location Code (TSLED) OLIVE TOWN 5660		23. No. of Victims 0	24. No. of Suspects 0	26. Victim also Complainant?	
Location Type PARKING LOT					

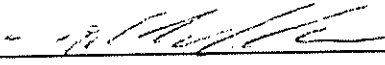
### VEHICLE

59. Vehicle Status OTHER	60. License Plate No. EBU4772	61. State NY	62. Exp. Yr. 2009	64. Value
63. Plate Type PASSENGER AUTOMOBILE (REGULAR PLATES)	65. Year 1983	66. Make 67. Model FORD F150		
68. Style PICKUP	69. VIN		70. Color(s) BLUE AND BLACK	
71a. Towed By		71b. Towed To		
72. Vehicle Notes				

### NARRATIVE

Date of Action 08/05/2008	Date Written 08/05/2008	Officer Name & Rank WILLIAMSON, MICHAEL (EPO)
Narrative At 0700 hrs (80 ENCON-HAZMAT) EPO Williamson as ordered by Lt. Kight has filled out and filled a daily DEP Incident Report for whenever this officers vehicle is parked in the parking lot. There is a small leak of fluid from this officers personal vehicle, but no more than some DEP vehicles or other DEP Employee's personal vehicles. An appointment to have the vehicle look at by a mechanic has been made for Tues. 8/12/08.		

### ADMINISTRATIVE

74. Inquiries	75. NYSPIN Message No.	76. Complainant Signature		
77. Reporting Officer Signature (Include Rank) EPO MICHAEL WILLIAMSON 	78. ID No. 554072 267	79. Supervisor Signature (Include Rank) SGT TRAVIS J BERNSTEIN	80. ID No. 534412	
81. Status CLOSED BY INVESTIGATION	82. Status Date 08/05/2008	83. Notified/TOT		
				Solvability Total 1



THE CITY OF NEW YORK  
OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS  
40 RECTOR STREET • NEW YORK, N. Y. 10006  
212-442-4900 FAX 212-442-8910 TDD 212-442-4939  
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ROBERTO VELEZ  
CHIEF ADMINISTRATIVE LAW JUDGE

KEVIN F. CASEY  
ADMINISTRATIVE LAW JUDGE  
212-442-8904

September 26, 2008

Hon. Emily Lloyd  
Commissioner  
Department of Environmental  
Protection  
59-17 Junction Blvd.-19th Floor  
Flushing, New York 11368

Re: *Dep't of Environmental Protection v. Nuccio and  
Williamson*, OATH Index Nos. 2360/08 and 2361/08

Dear Ms. Lloyd:

Enclosed for your review and decision is the record of the above-referenced proceeding, including my report and recommendation. A copy of the report has been sent to respondent's attorney, who has a right to comment on it before you take final action. Your office should promptly inform respondent's attorney of the date by which comments should be submitted.

Please have your office send a copy of your final decision to the Office of Administrative Trials and Hearings so that we may complete our files.

Sincerely,

Kevin F. Casey  
Administrative Law Judge

KFC:mw  
Encl.

c: Claudette Espanol, Esq.  
Terrene P. Dwyer, Esq.

***Dep't of Environmental Protection v. Nuccio and Williamson***

OATH Index Nos. 2360/08 & 2361/08 (Sept. 26, 2008)

Environmental police officers who responded to a 911 report of domestic violence reasonably believed that there was an imminent threat to the health and safety of others. Failure to seek prior approval before responding was not misconduct. Dismissal of insubordination charge recommended.

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**NEW YORK CITY OFFICE OF  
ADMINISTRATIVE TRIALS AND HEARINGS**

*In the Matter of*  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
*Petitioner*  
*- against -*  
**GIANFRANCO NUCCIO AND MICHAEL WILLAMSON**  
*Respondents*

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**REPORT AND RECOMMENDATION**

**KEVIN F. CASEY**, *Administrative Law Judge*

The Department of Environmental Protection, brought this disciplinary proceeding under section 75 of the Civil Service Law against environmental police officers Gianfranco Nuccio and Michael Williamson. The petition alleged that respondents disobeyed a Department rule when they responded to a 911 call without obtaining prior approval from a supervisor.

At a hearing on August 1, 2008, petitioner relied upon testimony from two witnesses, documentary evidence, and an audio recording. Respondents relied upon testimony from one witness and documentary evidence.

For the reasons below, I conclude that respondents reasonably believed that an immediate response was necessary to prevent a serious, imminent threat to the health and safety of others. Under these circumstances, responding to the 911 call without seeking supervisory approval was not misconduct. Thus, the charge should be dismissed.

### ANALYSIS

The material facts are undisputed. Respondents are experienced environmental police officers who patrol watershed areas in upstate New York. Environmental police officers receive extensive training and their numerous responsibilities range from deterring vandalism to detecting terrorism. As part of their training, respondents received instruction on how to respond to reports of domestic violence.

Last year, the Department's police force redefined its mission statement. The stated mission is to "protect and preserve" the City's water supply from, "pollution, crime, and terrorism" (Tr. 10-11; Pet. Ex. 2). Previously, the mission of the Department's police force was broadly defined and included explicit references to protecting "persons on or in the vicinity of such water sources as needed" and exchanging "mutual assistance" with local, county, state, and federal law enforcement agencies (Tr. 14-15).

In May 2007, the Department issued an interim order declaring that environmental police officers "will not respond to 911 calls/outside agency assists except upon the direction of a DEP police supervisor" (Tr. 17; Pet. Ex. 3). Inspector Frank Milazzo testified that the interim order was issued after a review of statistical data revealed that too many officers were responding to "routine calls from local jurisdictions," which was inconsistent with the Department's mission (Tr. 19, 21-22).

Milazzo described the procedure for assisting local jurisdictions. In Ulster County, 911 calls go to the county's emergency management office. A dispatcher broadcasts a "911 poll" describing the nature of the call and seeks a response from available law enforcement agencies, which include state, county, and local police (Tr. 19). The Department's environmental police officers monitor the 911 polls. Under the new interim order, the Department's environmental police officers must seek supervisory approval before responding to a 911 poll. A supervisor will decide whether to approve a response based upon staffing levels, the nature of the call, the location of the incident, and other priorities (Tr. 20, 37).

On October 2, 2007, respondents were patrolling the vicinity of the Ashokan Reservoir. At 4:57 p.m., the Ulster County emergency management office received a 911 call regarding a domestic dispute at an address on Route 28, across from the reservoir, within respondent's patrol

area (Tr. 24, 29, 35; Pet. Ex. 4). The 911 dispatcher broadcast a request for assistance, stating that it was a "husband and wife" domestic dispute where the husband claimed that his wife struck him (Pet. Ex. 4). Respondents were two or three miles away from the scene of the dispute (Tr. 63, 71).

No available units responded to the first 911 poll and the dispatcher repeated the request for assistance (Tr. 63). At 4:58 p.m., respondents notified the 911 dispatcher that they would handle the call (Tr. 64). Next, respondents contacted their precinct and spoke to Ethan Bernstein, the environmental police officer assigned to the desk that night (Tr. 64). Respondents asked Bernstein to contact a supervisor and obtain approval for their response. Bernstein said that he would try to seek authorization (Tr. 64-65).

Bernstein, who no longer works for the Department, submitted an affidavit confirming that respondents were the nearest available unit and they responded after the Ulster County emergency management center issued a second 911 poll. Upon hearing the response to the 911 poll, Bernstein tried to contact a supervisor from another precinct, because there was no sergeant on duty in respondents' precinct. Respondents radioed Bernstein and asked him to obtain supervisory approval. Bernstein's initial attempt to contact a supervisor from a second precinct was unsuccessful, so he contacted Sergeant Matthew Wood, a supervisor from a third precinct (Resp. Ex. D).

Sergeant Matthew Wood testified that he heard the 911 call on his radio that night. After respondents told the 911 dispatcher that they would handle the call, Bernstein contacted Wood. Because it was a mountainous area, radio communication was poor. Bernstein asked Wood to report to the precinct or call on a landline telephone (Tr. 54-55). A "couple" of minutes later, Wood spoke with Bernstein and denied respondents' request for authorization (Tr. 50-51, 55).

Meanwhile, Inspector Milazzo was driving home when he overheard radio communication between respondents and Bernstein (Tr. 20-21). Although Milazzo did not hear the original 911 polls, he realized that respondents had answered the request for local assistance without obtaining supervisory approval (Tr. 38). After learning that Sergeant Wood had denied their authorization, Milazzo overturned Wood's decision and authorized the response to the domestic dispute because respondents had already committed themselves to the Ulster County 911 dispatcher (Tr. 21, 65; Pet. Ex. 4).

Respondents arrived at the scene at 5:04 p.m., within seven minutes of the initial 911 call. As they approached, they saw a man standing in the driveway. His nose was bleeding and there was blood on his arms and shirt (Tr. 65, 77-78). After receiving notice that Wood had denied their request for approval and that Milazzo had overruled Wood, respondents walked up to the bleeding man (Tr. 65, 71). An additional unit from the state police did not arrive at the scene until ten minutes later (Tr. 24, 29). The domestic dispute was resolved without any arrests and respondents left the scene at 5:52 p.m. (Tr. 24, 73).

At the hearing, each side explained their actions. According to Wood, the only information he had was that there was a report of a "violent domestic" (Tr. 51). He did not know whether it was a life-threatening situation or merely a loud argument. Wood said that "violent does not necessarily mean life-threatening" and he would need to know more facts before granting approval (Tr. 51). Milazzo conceded that response times can be critical, but he insisted a domestic dispute is an everyday occurrence (Tr. 35, 37). He agreed with Wood's assessment that there was not enough information to authorize a response and stated that he would not have authorized respondents' request if they had asked him for prior approval. Milazzo stressed that, according to the 911 call, there were "no weapons in residence" and the caller reported that the violence occurred in the "recent past" (Tr. 23, 38).

Respondent Nuccio testified that his regular supervisor was out that day and there was no sergeant assigned to the precinct. Because the nearest supervisor was a significant distance away and radio communication was poor, he relied upon Bernstein to obtain approval (Tr. 69, 70-71, 75-76). Nuccio had been to the scene of the reported incident on prior occasions, at least once due to a domestic dispute, and he knew that a convicted felon lived there (Tr. 63, 65-66).

Because the dispute occurred within their patrol area, respondents could have driven towards the scene before they answered the 911 poll. Asked why they did not take that course of action, Nuccio explained, "911 calls for immediate help, especially a domestic, for us to put our lights and sirens on and not respond to 911 would put any civilian in our way at risk" (Tr. 73). According to Nuccio, if he and his partner had not promptly notified the 911 dispatcher that they were handling the call, other units would have raced to the scene from greater distances, posing an unnecessary risk to themselves and the public (Tr. 73).

Petitioner argued that respondents violated a clear order and improperly answered the 911 poll without obtaining prior approval. In petitioner's view, respondents had no discretion to respond to the 911 poll (Tr. 84). Respondents argued that the new rule was ambiguous, they did not intentionally violate the rule, and their actions fell within the health and safety exception to the principle of "obey now, grieve later" (Tr. 81-83).

To begin with, the rule was not ambiguous. It clearly states that officers "will not respond to 911 calls/outside agency assists" without a supervisor's approval. Contrary to an argument advanced by respondents' counsel, the slash between the words "911 calls" and "outside agency assists" does not create any confusion. Reading the rule in context, a reasonable officer would understand the need for a supervisor's approval before responding to a 911 call. Indeed, Nuccio testified that, after the new rule went into effect, he had requested and received permission to respond to 911 calls (Tr. 74).

On the other hand, petitioner's argument, that respondents had no discretion, is also mistaken. Employees are expected to use their common sense. If, for example, respondents received a 911 report of a kidnapping in progress and they were around the corner, it would be absurd to suggest that they had to wait several minutes for approval to take action. Likewise, if they had received a report that there was a cat up a tree in another jurisdiction, many miles away, respondents would not be expected to race to the scene. Thus, the central issue is whether respondents believed that there was an emergency requiring prompt action.

The principle of "obey now, grieve later" is inapplicable where an employee shows that compliance with an order poses an unusual threat to the health or safety of the employee or others. *Ferreri v. New York State Thruway Auth.*, 62 N.Y.2d 855, 856-57, 477 N.Y.S.2d 616, 617 (1984). For the health and safety exception to apply, the employee must demonstrate an objectively reasonable belief that an imminent threat justifies disobedience of an order. *See, e.g., Human Resources Admin. v. Dottin*, OATH Index No. 1260/02 (Oct. 22, 2002) (dismissing charges where employee with ongoing medical conditions, including allergies, asthma, and heart disease, refused to report to an office located a short distance from Ground Zero in December 2002); *Dep't of Sanitation v. Jones*, OATH Index No. 2186/99, at 5-6 (Oct. 5, 1999) (employee's reasonable belief that failure to complete an inspection posed a significant safety hazard, justified refusal to operate a vehicle); *cf. Health and Hospitals Corp. (Coler-Goldwater Hosp.) v.*

*Hinkson*, OATH Index No. 163/04 (Nov. 21, 2003) (employee failed to show that refusal to work mandatory overtime posed an immediate risk to health or safety).

Here, respondents demonstrated that the health and safety exception applied. It was objectively reasonable for them to conclude that there was a serious and imminent threat that justified their response to the 911 poll without first obtaining supervisory approval. According to the 911 poll, there was a domestic dispute where the husband claimed that his wife had struck him. Although there was no reported use of a weapon, it was more serious than a loud quarrel. It was a volatile situation and there was an obvious potential for additional violence. As the Department's Patrol Guide recognizes, not all domestic incidents involve violations of the law, but reports of such an incident "require law enforcement intervention" (Pet. Ex. 6, II(C)). In fact, section IV(A) of the Department's Patrol Guide states, "A domestic incident call signifies that people are in need of help, and shall be responded to as quickly and safely as circumstances permit" (Tr. 70; Pet. Ex. 6). Such incidents are so serious that Department guidelines generally require a response by two officers (Pet. Ex. 6, III).

Based upon the available evidence, respondents reasonably believed that an immediate response was necessary. The following factors support that conclusion:

- Respondents were the closest available law enforcement unit, only a few minutes away from the scene of the domestic dispute.
- The Ulster County 911 dispatcher's first request for assistance went unanswered.
- According to the 911 poll, one of the parties to the dispute had used force.
- Respondents were familiar with the location and had been there on previous occasions, at least once for a domestic dispute.
- Respondents were aware that a convicted felon lived at the location.
- Respondents' immediate supervisor was unavailable.
- Poor radio reception made it difficult for respondents to communicate with supervisors from other precincts.
- The incident occurred across the street from an access point to the Ashokan Reservoir, within respondents' assigned area of responsibility.
- Respondents promptly sought supervisory approval en route to the scene.

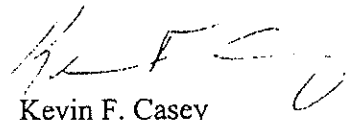
Under all of the circumstances, it was reasonable to believe that a prompt response to the second 911 poll was necessary to prevent imminent harm. Other professionals might have exercised different judgment, but that does not prove respondents acted unreasonably. Subsequent events confirmed respondents' judgment. It took several minutes for their fellow officer to establish communication with an available supervisor. Meanwhile, respondents were at the scene and the next available unit did not arrive for another ten minutes. Following respondents' prompt action, the domestic dispute was resolved without further violence. If respondents had waited for supervisory approval, it would have delayed their response by several minutes and the outcome might have been much worse.

Discipline and chain of command are important in a paramilitary organization such as a police department. At the same time, however, there is also a need for experienced officers to use professional judgment in responding to an emergency call for help. If this domestic dispute at the home of a known felon had escalated and resulted in a tragedy, while officers stood by a few miles away awaiting supervisory approval, it would have brought discredit to the Department and the City. At a minimum, inaction could jeopardize the Department's ability to obtain reciprocal assistance from state and local authorities. At worst, the failure to respond to this emergency could have resulted in serious injury or loss of life.

Because respondents reasonably concluded that further delay would have posed a serious risk to the health and safety of others, they did not commit misconduct when they responded to the 911 poll. The charge should be dismissed.

#### **FINDING AND CONCLUSION**

Petitioner failed to prove that respondents committed misconduct when they answered a 911 poll without seeking supervisory approval.

  
Kevin F. Casey  
Administrative Law Judge

September 26, 2008

SUBMITTED TO:

**EMILY LLOYD**  
*Commissioner*

APPEARANCES:

**CLAUDETTE ESPANOL, ESQ.**  
*Attorney for Petitioner*

**JORDAN & DWYER, ESQS.**  
*Attorneys for Respondents*

**BY: TERRENCE P. DWYER, ESQ.**

# Attachment #2

The City of New York

Department of Citywide Administrative Services

**Military Pay Reimbursement Agreement for Ordered Military Duty in Operation Enduring Freedom or Other Ordered Military Duty in Connection With the Events of September 11, 2001 Pursuant to Personnel Order No. 2001/4, dated October 15, 2001**

Pursuant to the provisions of Personnel Order No. 2001/4, dated October 15, 2001, and Commissioner William J. Diamond's Memorandum to Agency Heads and Personnel Officers dated October 22, 2001, and in consideration of the payment to me by the City of New York of my full City salary and benefits while I serve on ordered military duty in Operation Enduring Freedom or am otherwise serving on ordered military duty in connection with the events of September 11, 2001, I agree that I shall remit to the City an amount equal to the amount I receive in military pay\* or City salary, whichever is less, for any days in excess of the statutory entitlement of thirty calendar days or twenty-two work days within thirty days after the conclusion of ordered military duty. Upon my return to work, I agree that the City may deduct this amount from my salary over a period of time, at a rate not to exceed ten percent of my salary.

I further agree that I will cooperate fully with the City in providing whatever information the City may require to determine the amount of my military pay during my service on ordered military duty, including, but not limited to, providing my military pay stubs.

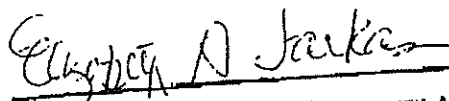
I further agree that this agreement shall in no way limit the right of the City to exercise any other lawful remedy available to it to recover any amount not repaid by me as expeditiously as possible.

\* Military pay is defined as the amount of base pay plus allowances for food and shelter.

MICHAEL WILLIAMSON

  
Signature

10-30-01  
Date

  
Notary

DP-2520 (10/01)

ELIZABETH A. FARNSWORTH  
Notary Public, State of  
No. 484-7993  
Qualified in Dutchess County  
Commission Expires Sept. 30, 2004

Department of Citywide Administrative Services

Division of Citywide Personnel Services

EMBP Repayment Calculation Form for EMBP Enrollees



**Instructions:**

Please complete this form for each deployment of each employee enrolled in the Extended Military Benefits Package. If an employee's military pay or City salary changed during his/her deployment, you must complete a new form for each salary level.

All entry fields on this form are necessary for calculating amount owed.

Please fill in all entry fields. Fields in grey will be automatically calculated.

General Information			
Employee Name	MICHAEL WILLIAMSON	Employee Identification Number	0514116
# Calendar Days in Employee's Pay Period	14	Agency Code	826
Agency Name	DEP	Agency Military Liaison Email	jcuggy@dep.nyc.gov
Agency Military Liaison Name	JAMES P. CUGGY	Agency Military Liaison Phone	718-595-3343
Begin Date of when Employee was in "K"	10/4/2001	End Date of when Employee was in "K"	12/31/2001
Pay Status		Pay Status	

Time Period Calculation	
<i>* Please note, you must complete a new form if the City salary or military pay changes during a time period.</i>	
A. Begin Date	10/4/2001
B. End Date	12/31/2001
C. Total number of Calendar Days in Period of Coverage (B - A)	89

Agency Comments to DCAS	Amounts from FINAL worksheet to be used on the DP-2541 form

City Salary Calculator	
D. City Salary for a Pay Period During Deployment (To calculate amount owed, you must use City salary during deployment)	\$ 1,234.57
E. City Salary Earned during Period of Coverage (D / # Calendar Days in a Pay Period * C)	\$7,848.34

Military Pay Calculator	
F. Military Base Pay for a Pay Period (Semi-monthly)	\$ 826.50
G. Military Base Pay during Period of Coverage (F / # Calendar Days in a Pay Period * C)	\$4,836.19

Salaries Carried Over from Previous Worksheets		
H. City Salary Carried Over (Row J of Previous Worksheet or enter "0" if this is the first worksheet)	\$ -	
I. Military Pay Carried Over (Row K of Previous Worksheet or enter "0" if this is the first worksheet)	\$ -	
J. Running City Salary Total (E + H)	\$7,848.34	Line #3 on DP-2541
K. Running Military Pay Total (G + I)	\$4,836.19	Line #4 on DP-2541

Repayment Values (to be completed on final worksheet only)		
<i>Individuals are required to repay the required amount at a rate of 10% of Gross City salary (including overtime and back pay) for a maximum of 5 years. Any outstanding amount owed at the end of the 5 year repayment period will need to be paid in a one-time payment.</i>		
L. Lesser of the Two Salaries (Lesser of J or K)	\$4,836.19	
M. Debt from Extra Paychecks	\$ -	Line #5 on DP-2541
N. Repayment Amount after Reduction by FICA ((L+M) - ((L+M) * 0.0765))	\$4,466.22	
O. Debt from Previous Deployments	\$ -	Line #6 on DP-2541
P. Total Repayment Amount (N + O)	\$4,466.22	Line #7 on DP-2541
Q. Current City Salary per Pay Period	\$ 1,678.81	
R. Payment per Paycheck (10% of Q)	\$167.88	
S. # Installments in Repayment (Repayment Amount / Payment per Paycheck not to exceed five years)	27	
T. Lump Sum Required after Five Years (Repayment Amount - Five Years of Repayment)	\$0.00	

**Department of Citywide Administrative Services**  
**Division of Citywide Personnel Services**  
**EMBP Repayment Calculation Form for EMBP Enrollees**



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All entry fields on this form are necessary for calculating amount owed.

Please fill in all entry fields. Fields in grey will be automatically calculated.

General Information			
Employee Name	MICHAEL WILLIAMSON	Employee Identification Number	0514116
# Calendar Days in Employee's Pay Period	14	Agency Code	826
Agency Name	DEP	Agency Military Liaison Email	jcuggy@dep.nyc.gov
Agency Military Liaison Name	JAMES P. CUGGY	End Date of when Employee was in "K" Pay Status	12/31/2002
Agency Military Liaison Phone	718-595-3343		
Begin Date of when Employee was in "K" Pay Status	1/29/2002		

Time Period Calculation	
<i>* Please note, you must complete a new form if the City salary or military pay changes during a time period.</i>	
A. Begin Date	1/29/2002
B. End Date	12/31/2002
C. Total number of Calendar Days in Period of Coverage (B - A)	337

Agency Comments to DCAS	Amounts from <u>FINAL</u> worksheet to be used on the DP-2541 form
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City Salary Calculator	
D. City Salary for a Pay Period During Deployment (To calculate amount owed, you must use <u>City salary during deployment</u> )	\$ 1,234.57
E. City Salary Earned during Period of Coverage (D / # Calendar Days in a Pay Period * C)	\$29,717.86

Military Pay Calculator	
F. Military Base Pay for a Pay Period (Semi-monthly)	\$ 1,020.15
G. Military Base Pay during Period of Coverage (F / # Calendar Days in a Pay Period * C)	\$22,602.93

Salaries Carried Over from Previous Worksheets		
H. City Salary Carried Over (Row J of <u>Previous Worksheet</u> or enter "0" if this is the first worksheet)	\$ 7,848.34	
I. Military Pay Carried Over (Row K of <u>Previous Worksheet</u> or enter "0" if this is the first worksheet)	\$ 4,836.19	
J. Running City Salary Total (E + H)	\$37,566.20	Line #3 on DP-2541
K. Running Military Pay Total (G + I)	\$27,439.12	Line #4 on DP-2541

Repayment Values (to be completed on <u>final worksheet</u> only)		
<i>Individuals are required to repay the required amount at a rate of 10% of Gross City salary (including overtime and back pay) for a maximum of 5 years. Any outstanding amount owed at the end of the 5 year repayment period will need to be paid in a one-time</i>		
L. Lesser of the Two Salaries (Lesser of J or K)	\$27,439.12	
M. Debt from Extra Paychecks	\$ -	Line #5 on DP-2541
N. Repayment Amount after Reduction by FICA (L+M) - ((L+M) * 0.0765)	\$25,340.03	
O. Debt from Previous Deployments	\$ -	Line #6 on DP-2541
P. Total Repayment Amount (N + O)	\$25,340.03	Line #7 on DP-2541
Q. Current City Salary per Pay Period	\$ 1,678.81	
R. Payment per Paycheck (10% of Q)	\$167.88	
S. # Installments in Repayment (Repayment Amount / Payment per Paycheck not to exceed five years)	130	
T. Lump Sum Required after Five Years (Repayment Amount - Five Years of Repayment)	\$3,515.50	

Department of Citywide Administrative Services

Division of Citywide Personnel Services

EMBP Repayment Calculation Form for EMBP Enrollees



**Instructions:**

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All entry fields on this form are necessary for calculating amount owed.

Please fill in all entry fields. Fields in grey will be automatically calculated.

General information			
Employee Name	MICHAEL WILLIAMSON	Employee Identification Number	0514116
# Calendar Days in Employee's Pay Period	14		
Agency Name	DEP	Agency Code	826
Agency Military Liaison Name	JAMES P. CUGGY	Agency Military Liaison Email	jcuggy@dep.nyc.gov
Agency Military Liaison Phone	718-595-3343		
Begin Date of when Employee was in "K"		End Date of when Employee was in "K"	
Pay Status	1/1/2003	Pay Status	9/6/2003

Time Period Calculation	
<i>* Please note, you must complete a new form if the City salary or military pay changes during a time period.</i>	
A. Begin Date	1/1/2003
B. End Date	9/6/2003
C. Total number of Calendar Days in Period of Coverage (B - A)	249

Agency Comments to DCAS	Amounts from FINAL worksheet to be used on the DP-2541 form

City Salary Calculator	
D. City Salary for a Pay Period During Deployment (To calculate amount owed, you must use City salary during deployment)	\$ 1,277.96
E. City Salary Earned during Period of Coverage (D / # Calendar Days in a Pay Period * C)	\$22,729.43

Military Pay Calculator	
F. Military Base Pay for a Pay Period (Semi-monthly)	\$ 1,020.15
G. Military Base Pay during Period of Coverage (F / # Calendar Days in a Pay Period * C)	\$16,700.68

Salaries Carried Over from Previous Worksheets		
H. City Salary Carried Over (Row J of Previous Worksheet or enter "0" if this is the first worksheet)	\$ 37,566.20	
I. Military Pay Carried Over (Row K of Previous Worksheet or enter "0" if this is the first worksheet)	\$ 27,439.12	
J. Running City Salary Total (E + H)	\$60,295.63	Line #3 on DP-2541
K. Running Military Pay Total (G + I)	\$44,139.80	Line #4 on DP-2541

Repayment Values (to be completed on final worksheet only)		
<i>Individuals are required to repay the required amount at a rate of 10% of Gross City salary (including overtime and back pay) for a maximum of 5 years. Any outstanding amount owed at the end of the 5 year repayment period will need to be paid in a one-time</i>		
L. Lesser of the Two Salaries (Lesser of J or K)	\$44,139.80	
M. Debt from Extra Paychecks	\$ -	Line #5 on DP-2541
N. Repayment Amount after Reduction by FICA ((L+M) - ((L+M) * 0.0765))	\$40,763.11	
O. Debt from Previous Deployments	\$ -	Line #6 on DP-2541
P. Total Repayment Amount (N + O)	\$40,763.11	Line #7 on DP-2541
Q. Current City Salary per Pay Period	\$ 1,678.81	
R. Payment per Paycheck (10% of Q)	\$167.88	
S. # Installments in Repayment (Repayment Amount / Payment per Paycheck not to exceed five years)	130	
T. Lump Sum Required after Five Years (Repayment Amount - Five Years of Repayment)	\$18,938.58	

**RE:**

Munoz, Mercedes

**Sent:** Tuesday, September 11, 2007 10:22 AM**To:** Williamson, Mike**Cc:** Harding, Myrtle; Cuggy, James

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This amount is after taxes, the amount owed before taxes was 44,139.80. This was only based on base pay, not housing and food. But anyway, I was only in charge of doing the calculations based on the les you sent. All the other questions you are asking I would love to answer but I have no idea so you can direct them to James Cuggy, and he should be able to answer. Once again I will be mailing you the letter with the correct amount.

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**From:** Williamson, Mike**Sent:** Tuesday, September 11, 2007 9:31 AM**To:** Munoz, Mercedes**Subject:** RE:

I saw the 40,763.11 on the pay stub, but did you subtract the **state, federal, and FICA taxes** as well? Because I paid over \$10,000 in taxes. Or are you taking this money back prior to taxing so I do not pay taxes on the same amount of money 2 times. When you calculated the amount. Your not adding the housing and food in the amount are you? Because, according to federal law you can not count that amount. If going by base pay only I would like to see how you calculated the amount owed. The amount seems high to me. I need to compare to my calculations and see who made a mistake (me or NYC). The only letter I have received so far is the one stating I owed \$61,+++ dollars and after taxes it came to \$40,000 something. So if you reduce the amount from 61 to 40 something after subtracting taxes how do I still owe 40 something if you still take the taxes out?? I do not understand.

What about the law governor Pataki signed back in 2003 - 2004? Something about any municipality accepting State funds should forgive the soldiers the debt???? Was I informed right about that or have I been told wrong? I was also under the impression that the NYPD PBA was still fighting this matter and that there was a stay in withdrawing the money from the pay checks or has that been settled?

Michael Williamson  
EPO, DEP PD  
4th PCT  
Shokan, NY 12481

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**From:** Munoz, Mercedes**Sent:** Mon 9/10/2007 10:20 AM**To:** Williamson, Mike**Subject:**

After you sent me the les I recalculated and you owe 40,763.11. I thought I sent you a copy of the letter but I guess I didn't. If you want I can fax it to you or remail it.

**RE: repayment of military pay.**

Williamson, Mike

**Sent:** Friday, November 02, 2007 9:52 AM**To:** Cuggy, James

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MR. Cuggy,

I can already see some errors in your calculations. Example for the first section where you have me missing 89 calendar days of work that is not true. I only missed 5 days per week totaling 64 days of actual lost time. Then you have to deduct the holiday leave I was charged and never was given back (25 hrs) then you have to deduct my clothing allowance I was suppose to receive but never was given (\$250.00). I also did not receive my clothing allowance for 2 other years as well. So that is another \$500.00 that needs to be deducted. Then the overtime I lost when I was activated and continue to lose when any time is taken off for work related injuries, vacations, sick, comp etc. this totals around \$30,000.00. This is all not to mention that I am paid by the city for working a 8.4 hr day and the military I am paid for working a 20 hr day. If you take the total military pay away then you must adjust it for the hours difference worked as agreed upon. I also noticed that you expect me to repay this back in 5 yrs and then pay a lump sum of \$18,000 at the end. I NEVER AGREED to that I have NEVER signed anything saying I agreed to that. The only thing I signed was that you would take 10% of my pay per month to repay the loan until paid off. I never signed anything saying I agreed to the findings and I never agree to the amount you are saying. Right now you are taking back more than what your own calculations say should be taken back. You have taken back a min. of \$171.14 and when I have done overtime it has amounted to over \$220.00. Your own calculations says only \$167.88 would be taken out. ALSO, I have 2 on the job injuries that it is going to be determined that I am now close to 20% for one injury and possibly 50% for the other permanent injuries. WHICH will in turn stop me from working as a police officer for NYC and due to the injuries I have been forced to retire from the military earlier than I wanted.

Please contact me after reviewing the numbers again.

Mike

Michael Williamson  
EPO, DEP PD  
4th PCT  
Shokan, NY 12481

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**From:** Cuggy, James  
**Sent:** Thu 11/1/2007 7:13 PM  
**To:** Williamson, Mike  
**Subject:** RE: repayment of military pay.

Sorry for the delay, I thought Mercedes had forwarded this to you. Please review it and let me know if it answers your questions or if you have other ones.

Once again, my apologies.

---

**From:** Williamson, Mike  
**Sent:** Friday, October 05, 2007 7:01 AM  
**To:** Cuggy, James  
**Subject:** repayment of military pay.

Mr. Cuggy,

I am still waiting for a copy of how the repayment was calculated. When I calculated the amount owed I came

up with \$27,000. Apparently between you and I we have a mistake, because you have come up with \$40,000 owed. I deducted out all the taxes I have already paid. Did you? I should not have the same taxes taken out 2 times on the same amount of money. Plus, there is a dispute over whether NYC has already taken the money back. So until this is decided I feel that you should stop deducting my pay until the amount owed is settled on. It is my calculations even if we went with your total of \$40,000 NYC still has taken back more than enough money from me by failing to pay me properly and by the giving the required pay and allowances that were stated in writing in the agreement I signed. I sent you a list of my concerns and documentation and have yet to receive any response back.

Michael Williamson  
EPO, DEP PD  
4th PCT  
Shokan, NY 12481

**RE: repayment of military pay.**

Williamson, Mike

**Sent:** Saturday, November 03, 2007 9:26 AM

**To:** Cuggy, James

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Mr. Cuggy,

I went over you calculations and found several errors.

First, as stated below the first section 10/4/01-12/31/01 I would have only been responsible to work 65 days in that period. Not to mention the loss of my floating holiday, loss of the contractually given clothing allowance of \$250.00, loss of 25 hrs of comp time that was given back to me then withdrawn again.

Second, 1/29/02-12/31/02 I would have only been responsible to work 231 days in that time period. Minus the loss of the contractual clothing allowance of \$250.00, and loss of a floating holiday.

Third, 1/1/03-9/6/03 I would have been responsible to work only 115 days of that time frame, minus the contractually given 29 day of military leave not deducted from this time frame like the others were deducted. Minus the loss of the contractually given floating allowance of \$250.00, loss of floating holiday.

I will be adding this information to the letter I am sending Senator Clinton and others.

Michael Williamson  
EPO, DEP PD  
4th PCT  
Shokan, NY 12481

**From:** Cuggy, James  
**Sent:** Thu 11/1/2007 7:13 PM  
**To:** Williamson, Mike  
**Subject:** RE: repayment of military pay.

Sorry for the delay, I thought Mercedes had forwarded this to you. Please review it and let me know if it answers your questions or if you have other ones.

Once again, my apologies.

**From:** Williamson, Mike  
**Sent:** Friday, October 05, 2007 7:01 AM  
**To:** Cuggy, James  
**Subject:** repayment of military pay.

Mr. Cuggy,

I am still waiting for a copy of how the repayment was calculated. When I calculated the amount owed I came up with \$27,000. Apparently between you and I we have a mistake, because you have come up with \$40,000 owed. I deducted out all the taxes I have already paid. Did you? I should not have the same taxes taken out 2 times on the same amount of money. Plus, there is a dispute over whether NYC has already taken the money back. So until this is decided I feel that you should stop deducting my pay until the amount owed is settled on. It is my calculations even if we went with your total of \$40,000 NYC still has taken back more than enough money from me by failing to pay me properly and by the giving the required pay and allowances that were stated in writing in the agreement I signed. I sent you a list of my concerns and documentation and have yet to receive any response back.

Michael Williamson  
EPO, DEP PD  
4th PCT  
Shokan, NY 12481

# Attachment #3

Attachment #3

I still calculate the total number of days missed in 2001 to be 71 days of work at a pay rate of \$63.66 per day which equals \$4,519.86. In 2002, a total of 238 days missed at \$72.11 per day equals \$17,162.18. In 2003, I missed 121 days of work at \$75.07 per day which equals \$8,591.00. For the days I missed work, therefore, the total amount is \$30,273.04. The amount of taxes I already paid on that amount reduces it by \$7,568.26 which changes the total to \$22,704.78. Another deduction should have been the clothing allowance benefit of \$750.00, which I was never given. This brings the total amount is down to \$21,954.78. Twenty-four hours was removed from my comp time in 2002 which is equivalent to <sup>\$216.33</sup> ~~\$3226.80~~ bringing the amount owed to <sup>\$21738.45</sup> ~~\$18,727.98~~. I paid back about \$6,000.00 (exact amount not available yet) bringing the amount owed to <sup>\$15,738.45</sup> ~~\$12,727.98~~. Finally, the governor's 15% reduction of \$4,540 would mean that the amount still owed is ~~\$8,781.02~~. This amount is far less than what DCAS has calculated.

<sup>\$11,198.45</sup>



### 2002 Enlisted Pay Chart

(Effective January 1, 2002)

Years of Service

Pay Grade	<2	2	3	4	6	8	10	12	14	16	18	20	22	24	26
E-1 < 4 mos	1022.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E-1 > 4 mos	1105.50	1105.50	1105.50	1105.50	1105.50	1105.50	1105.50	1105.50	1105.50	11105.50	1105.50	1105.50	1105.50	1105.50	1105.50
E-2	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30	1239.30
E-3	1303.50	1385.40	1468.50	1468.50	1468.50	1468.50	1468.50	1468.50	1468.50	1468.50	1468.50	1468.50	1468.50	1468.50	1468.50
E-4	1443.60	1517.70	1599.60	1680.30	1752.30	1752.30	1752.30	1752.30	1752.30	1752.30	1752.30	1752.30	1752.30	1752.30	1752.30
E-5	1561.50	1665.30	1745.70	1828.50	1912.80	2030.10	2110.20	2193.30	2193.30	2193.30	2193.30	2193.30	2193.30	2193.30	2193.30
E-6	1701.00	1870.80	1953.60	2033.70	2117.40	2254.50	2337.30	2417.40	2499.30	2558.10	2602.80	2602.80	2602.80	2602.80	2602.80
E-7	1986.90	2169.00	2251.50	2332.50	2417.40	2562.90	2645.10	2726.40	2808.00	2892.60	2975.10	3057.30	3200.40	3292.80	3526.80
E-8	0.00	0.00	0.00	0.00	0.00	2858.10	2940.60	3017.70	3110.10	3210.30	3314.70	3420.30	3573.00	3724.80	3937.80
E-9	0.00	0.00	0.00	0.00	0.00	0.00	3423.90	3501.30	3599.40	3714.60	3830.40	3944.10	4098.30	4251.30	4467.00

*2,110,20 per month*

**2003 Enlisted Monthly Pay Chart**

(Effective Jan. 1, 2003)

Years of Service

Pay Grade	<2	2	3	4	6	8	10	12	14	16	18	20	22	24	26
E-1 < 4 mos	1064.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E-1 > 4 mos	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80	1150.80
E-2	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00	1290.00
E-3	1356.90	1442.10	1528.80	1528.80	1528.80	1528.80	1528.80	1528.80	1528.80	1528.80	1528.80	1528.80	1528.80	1528.80	1528.80
E-4	1502.70	1579.80	1665.30	1749.30	1824.00	1824.00	1824.00	1824.00	1824.00	1824.00	1824.00	1824.00	1824.00	1824.00	1824.00
E-5	1625.40	1733.70	1817.40	1903.50	2037.00	2151.90	2236.80	2283.30	2283.30	2283.30	2283.30	2283.30	2283.30	2283.30	2283.30
E-6	1770.60	1947.60	2033.70	2117.10	2204.10	2400.90	2477.40	2562.30	2636.70	2663.10	2709.60	2709.60	2709.60	2709.60	2709.60
E-7	2068.50	2257.80	2343.90	2428.20	2516.40	2667.90	2753.40	2838.30	2990.40	3066.30	3138.60	3182.70	3331.50	3427.80	3671.40
E-8	0.00	0.00	0.00	0.00	0.00	2975.40	3061.20	3141.30	3237.60	3342.00	3530.10	3625.50	3787.50	3877.50	4099.20
E-9	0.00	0.00	0.00	0.00	0.00	0.00	3564.30	3545.00	3747.00	3867.00	3987.30	4180.80	4344.30	4506.30	4757.40

**2003 Commissioned Officers Monthly Pay Chart**

(Effective Jan. 1, 2003)

Years of Service

Pay Grade	< 2	2	3	4	6	8	10	12	14	16	18	20	22	24	26
O-1	2183.70	2272.50	2746.80	2746.80	2746.80	2746.80	2746.80	2746.80	2746.80	2746.80	2746.80	2746.80	2746.80	2746.80	2746.80
O-2	2515.20	2864.70	3299.40	3410.70	3481.20	3481.20	3481.20	3481.20	3481.20	3481.20	3481.20	3481.20	3481.20	3481.20	3481.20
O-3	2911.20	3300.30	3562.20	3883.50	4069.50	4273.50	4405.80	4623.30	4736.10	4736.10	4736.10	4736.10	4736.10	4736.10	4736.10
O-4	3311.10	3832.80	4088.70	4145.70	4383.00	4637.70	4954.50	5201.40	5372.70	5471.10	5528.40	5528.40	5528.40	5528.40	5528.40
O-5	3837.60	4323.00	4622.40	4678.50	4864.80	4977.00	5222.70	5403.00	5635.50	5991.90	6161.70	6329.10	6519.60	6519.60	6519.60
O-6	4603.20	5057.10	5388.90	5388.90	5409.60	5641.20	5672.10	5672.10	5994.60	6564.30	6898.80	7233.30	7423.50	7616.10	7989.90
O-7	6210.90	6499.20	6633.00	6739.20	6930.90	7120.80	7340.40	7559.40	7779.00	8468.70	9051.30	9051.30	9051.30	9051.30	9096.90
O-8	7474.50	7719.30	7881.60	7927.20	8129.40	8468.70	8547.30	8868.90	8961.30	9238.20	9639.00	10008.90	10255.80	10255.80	10255.80
O-9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10563.60	10715.70	10935.60	11319.60
O-10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11874.90	11874.90	11874.90	11874.90

2283.30 per month

**Officers with more than 4 years' active duty as enlisted or warrant officer (2003)**

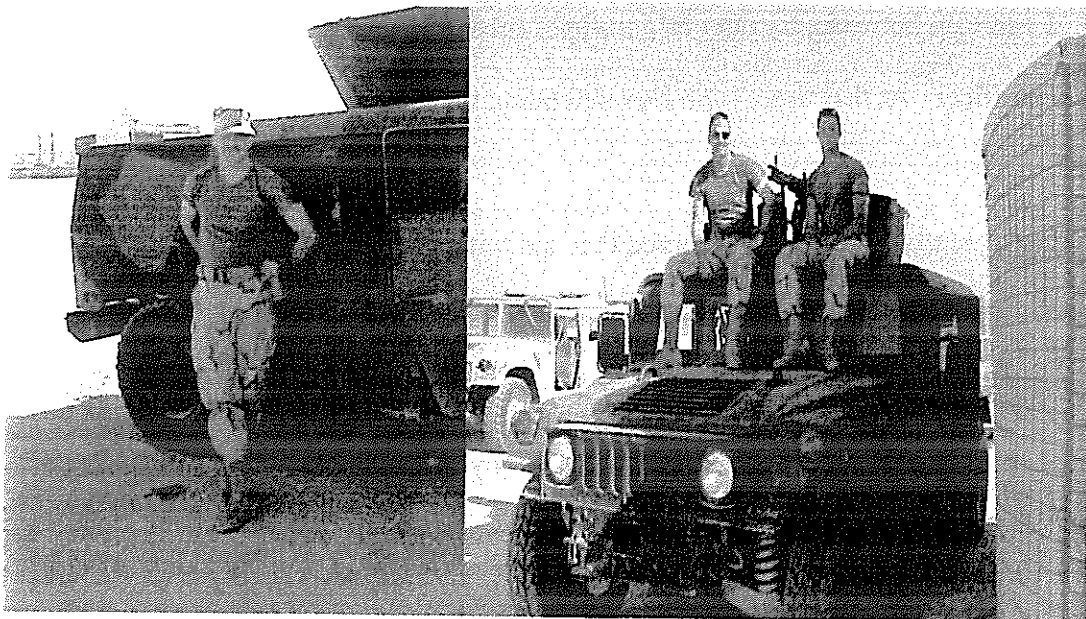
(Effective Jan. 1, 2003)

Years of Service

Pay Grade	< 2	2	3	4	6	8	10	12	14	16	18	20	22	24	26
O-1E	0.00	0.00	0.00	2746.80	2933.70	3042.00	3152.70	3261.60	3410.70	3410.70	3410.70	3410.70	3410.70	3410.70	3410.70
O-2E	0.00	0.00	0.00	3410.70	3481.20	3591.90	3778.80	3923.40	4031.10	4031.10	4031.10	4031.10	4031.10	4031.10	4031.10
O-3E	0.00	0.00	0.00	3883.50	4069.50	4273.50	4405.80	4623.30	4806.30	4911.00	5054.40	5054.40	5054.40	5054.40	5054.40



Killed in the line of Duty September 11, 2001



I want to thank you for inviting me down to discuss this very serious problem that myself and other veterans face especially in this economic mess the country seems to be in. **WE**, because of our love for this country and our dedication to duty answered the call to service. **WE** all put our lives on hold to serve our country whether in a time of crisis or in a time of peace. **WE** basically put our money where our mouth was. I have dedicated 20 years of my life in the service of this nation, retiring from the military in November of 2006.

Like many others I lost a friend, NYPD Officer Jerome Dominquez, when the twin towers fell. I will never forget that day. I was standing my post at the gate of Stewart Air National Guard Base in Newburgh, New York. I was there as part of my annual two week duty. I was on military leave from my job as a police officer for the Department of Environmental Protection in Ashokan, New York.

Thousands of other veterans responded to the call of duty with a deep sense of pride. I was torn between my duty as a military member and my duty to New York City as a police officer. At that time, I felt that defending the water supply was of crucial importance.

On September 27, 2001 I received that call with orders to report for military involuntary activation. I did not hesitate to answer our country's call for help. I did not object. I did not run away or try to shirk my responsibilities. Like the thousand of other veterans I answered the call with honor. I notified my supervisor of my activation and was told to be safe and return in one piece.

In October 2001, I was asked by a civilian supervisor to stop by the Precinct to sign some paperwork. I was handed a contract to sign in order to keep the medical coverage for my family and continue my time in service active. At the time I questioned the letter in reference to the days I would have to pay back. I was informed that New York City would continue as they have with our contract and only make me pay back for the days I would have actually missed worked and not my days off. Therefore, I would be required to pay back for 5 days a week, 260 days a year minus the 22 days a year I am given for military leave.

Many veterans signed that agreement believing that what we were told was exactly what would happen. We had no reason to doubt what we were told. We were proud to be asked to defend the United States from both foreign and domestic attack. As a member of the military and a police officer, I swore an oath to protect those in need. Over the past 22 years I have and continue to fulfill the oath daily.

While I was activated and stationed at Stewart Air National Guard Base, I attempted to go back to my DEP position part time until I was deployed to another location. This would have limited the amount of money I would have had to pay back upon returning to full time employment with New York City. I was denied permission to return based on the Posse Comitatus Act, Title 18, U.S. Code, Section 1385, which states that police and firemen are not allowed to work their civilian jobs while activated.

When I returned from my deployment, I was told that the Governor of New York signed a bill forgiving the debt of those activated right after 9-11. For three years I was never asked to repay any of the money. When I returned to work, I was and still am

treated with hostility and indifference. I have been denied promotions, training, and transfers into specialized units (see attachment #1).

In the military you are paid for 365 days a year because you are on call when you are off duty. You have no choice, you work whenever you are needed. As a police officer for New York City DEP Police, I am only required to work 8.4 hours a day, 260 days a year as per the contract that we were under at the time. Plus, are allowed 22 days a year to be used as military leave.

When I received the letter demanding repayment, I was confused, angry, and stressed. I could not believe this could happen and I worried about being able to afford to pay the money back. The amount I supposedly owe has never been consistent. The amount has fluctuated from \$61,704.27 to \$32,761.88. IN addition, I have already paid \$7,568.26 in taxes and once again I am paying taxes on the money that is being deducted from my pay. As a result, I am paying double the taxes on every dollar I was given by New York City. My calculations do not match the calculations given to be by New York City (see attachment #3).

In DCAS's calculations they are saying I missed 89 days in 2001, and 337 days in 2002, and 249 days in 2003. The total they amount they say I still owe is \$32,761.88. My first question is, if I am only required to work 260 days a year minus the 22 days for military leave totally 238 days per year, HOW could I have missed 337 days in 2002 and 242 days before my return on 9/06/2003. This amounts to more days than I am contracted to work per year?

My second question is that, the contract I signed in 10/30/01 states that I would receive "... Payment to me by the City of New York of my full City salary and benefits

while I serve on military duty during Operation Enduring Freedom.....” (see Attachment #2). Also there was no repayment date set, but instead only “I agree that the City may deduct this amount from my salary over a period of time, at a rate not to exceed ten percent of my salary” (Attachment #2). With this statement I was suppose to receive all my benefits which I did not. This is on top of the fact I feel I have already paid back the amount I owe with the loss of overtime that I have work has not been paid correctly since being hired. I feel that at the very least, all of this should be taken into consideration and deducted from the amount I am required to pay back.

In closing, I wish to thank you for your time and consideration in listening to my concerns in these tough economic times. I know that I am not the only veteran that is affected by this. We responded to the need of our country without hesitation. We put our lives on hold to defend the City of New York and our country. We only ask that we be treated with fairness and respect. I am asking, with the country headed towards a recession that the city council and the mayor help the veterans who answered the call after the attack of September 11, 2001, by forgiving the debt owed as a means of showing support and understanding for those who have fought and died in service of this great city and the nation.

Thank you

EPO Michael Williamson, badge #267

NYC DEP Police

SSGT, USAF Retired

THE COUNCIL  
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. \_\_\_\_\_ Res. No. \_\_\_\_\_

in favor  in opposition

Date: \_\_\_\_\_

Name: ISAIAH BENJAMIN (PLEASE PRINT)

Address: 430 ULMONT AVE.

369th VETS ASSOC INC

THE COUNCIL  
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. \_\_\_\_\_ Res. No. \_\_\_\_\_

in favor  in opposition

Date: \_\_\_\_\_

Name: David Goodman (PLEASE PRINT)

Address: P.O. Box 1744 Bridgehampton NY 11732

I represent: American Legion Post 4160

Address: \_\_\_\_\_

THE COUNCIL  
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. \_\_\_\_\_ Res. No. \_\_\_\_\_

in favor  in opposition

Date: 10/24/08

Name: JOSEPH STRONG (PLEASE PRINT)

Address: 40 FULTON ST

I represent: NYCPBA

Address: 40 Fulton St

Please complete this card and return to the Sergeant-at-Arms

THE COUNCIL  
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. \_\_\_\_\_ Res. No. \_\_\_\_\_

in favor  in opposition

Date: \_\_\_\_\_

(PLEASE PRINT)

Name: Amy Maniscalco

Address: 9 Wirt Ave SE NY 10309

I represent: Self / Husband

THE COUNCIL  
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. \_\_\_\_\_ Res. No. \_\_\_\_\_

in favor  in opposition

Date: 10-24-08

(PLEASE PRINT)

Name: Perina Schoenfeld

Address: Acting Deputy Director of Operations

I represent: Analysts

Address: DCAS

THE COUNCIL  
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. \_\_\_\_\_ Res. No. \_\_\_\_\_

in favor  in opposition

Date: 10-24-08

(PLEASE PRINT)

Name: Jennifer Blum

Address: Director of Special Projects

I represent: DCAS

Address: \_\_\_\_\_

Please complete this card and return to the Sergeant-at-Arms

THE COUNCIL  
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. \_\_\_\_\_ Res. No. \_\_\_\_\_

in favor  in opposition

Date: 10.24.08

(PLEASE PRINT)

Name: Mitchell Paluszak  
Address: Deputy General Counsel, Personnel  
I represent: DCAS  
Address: \_\_\_\_\_

THE COUNCIL  
THE CITY OF NEW YORK

Appearance Card

I intend to appear and speak on Int. No. \_\_\_\_\_ Res. No. \_\_\_\_\_

in favor  in opposition

Date: \_\_\_\_\_

(PLEASE PRINT)

Name: Michael Williams  
Address: 417 KARRIS RD, KENILWORTH, NY  
I represent: \_\_\_\_\_  
Address: \_\_\_\_\_

▶ Please complete this card and return to the Sergeant-at-Arms ◀