



**Testimony by the New York Legal Assistance Group (NYLAG) before the
New York City Council Committee on Recovery and Resiliency:**

Res. No. 552 - Resolution calling on the Federal Emergency Management Agency to re-examine all National Flood Insurance Program insurance claim payouts related to Hurricane Sandy for possible underpayment, and to henceforth require insurance companies to make available to flood insurance claimants all drafts of engineering reports that are used in the assessment of damages

April 15, 2015

Chairman Treyger, Council Members, and staff, good afternoon and thank you for the opportunity to speak about the City's resolution calling on to the Federal Emergency Management Agency's ("FEMA") National Flood Insurance Program ("NFIP") to reexamine claims related to Superstorm Sandy. My name is Javier Ortiz and I am a Staff Attorney in the Storm Response Unit at the New York Legal Assistance Group ("NYLAG"). I am joined by Supervising Attorney Sunny Noh. NYLAG is a nonprofit law office dedicated in providing free civil legal services to the most vulnerable New Yorkers. NYLAG serves immigrants, seniors, the homebound, families facing foreclosure, renters facing eviction, low-income consumers, those in need of government assistance, children in need of special education, domestic violence victims, persons with disabilities, patients with chronic illness or disease, low-wage workers, low-income members of the LGBTQ community, Holocaust survivors, survivors of disasters like Superstorm Sandy, as well as others in need of free legal services.

As you all know, on October 29, 2012, Superstorm Sandy reached the shores of New York City, causing extensive, unprecedented flooding in much of lower Manhattan, Brooklyn,

Queens, and Staten Island. According to a 2013 report released by the RAND Center for Catastrophic Risk Management and Compensation (“RAND Report”), at the time of Superstorm Sandy there were 25,916 active NFIP policies in the greater New York City area.¹ As of February 2013, 16,264 claims had been filed for flood losses attributed to Superstorm Sandy.² FEMA reported that it had closed 81% of these claims as of that date, with an average payment of only \$54,000 out of a maximum policy limit of \$350,000 for single family homes.³

We at NYLAG believe this to be an inaccurate reflection of the number of New York City homeowners who received adequate coverage. NYLAG’s Storm Response Unit, which launched in January 2013 to address the specific legal needs of Sandy survivors, has assisted and continues to assist more than 300 New York City residents with Sandy flood insurance disputes. We have achieved more than \$1,000,000 in monetary benefits for these clients. However, the number of clients who have been erroneously denied coverage or underpaid on their claims far exceeds those who have been made whole. NYLAG believes that the high percentage of reported closed cases does not reflect the number of homeowners who received appropriate payouts, as we know many homeowners who were either too exhausted or did not have the resources and/or capacity to continue what often feels like a futile fight.

Thus, we commend the Council for supporting this resolution. We further acknowledge that, in light of the allegations of widespread problems in the processing of Sandy flood claims, FEMA has committed to taking aggressive steps to ensure that all Superstorm Sandy survivors receive another review of their NFIP claims. FEMA has stated that it will create “a process that allows people who did not file lawsuits, but ‘were lowballed due to fraud or bad practices, to

¹ Lloyd Dixon, Noreen Clancy, Bruce Bender, Aaron Kofner, David Manhiem & Laura Zakaras, *Flood Insurance in New York City Following Hurricane Sandy*, RAND Corp., 2013, at 13.

² *Id.* at 21.

³ *Id.* at 21-22.

have their claim objectively reviewed, so filing a lawsuit is not a prerequisite for justice.”⁴ NYLAG further acknowledges that FEMA has engaged with legal services and community organizations in New York and New Jersey to discuss our concerns and recommendations. As NYLAG will discuss, our collective recommendation is that any reexamination must implement different procedures and standards to ensure that the original problematic process is not repeated. NYLAG looks forward to FEMA’s creation of a reexamination process that will allow Sandy survivors, especially low-to-moderate income homeowners, to finally get a fair review.

As highlighted by the RAND Report, one of the most prevalent challenges that resulted in limited NFIP payouts to homeowners is coverage gaps.⁵ Perhaps the biggest and most controversial coverage gap is the earth movement exclusion. The Standard Flood Insurance Policy (“SFIP”) excludes coverage for damage caused by “earth movement,” even if the movement is caused by flood waters.⁶ Whether damage was caused by earth movement, and therefore not covered by the SFIP, can only be determined by a licensed engineer. FEMA and the Write Your Own (WYO) insurance companies who administer the majority of NFIP claims, engage licensed engineers to evaluate this issue. To challenge an earth movement denial, a homeowner must hire a competing engineer at a cost of at least \$500-\$1,500. For low-to-moderate income Sandy survivors, this is an insurmountable burden. Moreover, even when survivors can afford to hire a competing engineer, their engineers’ reports are often denied arbitrarily due to alleged inadequate detail or failure to comply with policy technicalities.

This occurs even when the client is requesting coverage for items explicitly covered within the SFIP. For example, NYLAG represented a single senior homeowner who submitted a

⁴ *Senator: FEMA Will Re-examine More Cases, Reform NFIP Claims Process*, Insurance Journal, Mar. 5 2015, <http://www.insurancejournal.com/news/east/2015/03/05/359580.htm>.

⁵ Dixon, *Flood Insurance*, *supra*, at 26.

⁶ 44 C.F.R. pt. 61, App. A(1).

claim to her WYO for flood-related damage to the footings in her crawlspace, an item explicitly covered under the SFIP. Her estimated repair cost was only \$5,000. However, her claim was denied by the WYO, relying solely on its own engineer's report which alleged the presence of "differential movement" and lack of damage caused by "hydrodynamic forces" (i.e., water damage). Despite NYLAG's challenge to this report with a competing engineer's report that concluded the reverse, the WYO continued to deny her claim. In response to the insured's competing report, the WYO submitted a supplemental engineer's report stating that they could not rule out damage from hydrostatic forces. Given this homeowner's limited resources, fatigue from this process, and the low cost of coverage sought, it is no surprise that she simply gave up.

Another problematic issue that impeded most of our clients from receiving a fair flood payout was the documentation standards required by WYOs. While Article VII (J) subsection (3) of the SFIP permits an insured to "[a]ttach all bills, receipts, and related documents"⁷ to support a claim, in practice, WYOs refuse to accept receipts or bills unless they include a line by line, room by room itemization with quantity, square footage, location, description, unit price, and cost. Furthermore, WYOs routinely challenge the sufficiency of any form of estimate. Shortly after Sandy, WYOs refused estimates that were allegedly insufficiently detailed. Later in the recovery, WYOs began refusing to consider estimates outright. This practice egregiously contradicts FEMA's explicit policy in subsection (4)(f), that allows for, "[s]pecifications of damaged buildings and detailed repair estimates."⁸

WYOs' documentation standards place an unduly high burden on low-to-moderate income insureds. Most homeowners in New York City are unable to compel contractors to provide the level of detail demanded by WYOs. Even in cases where they can, WYOs find

⁷ *Id.*

⁸ *Id.*

inadequacies. For example, NYLAG assisted a homeowner who was involved in a lawsuit with her contractor who provided inadequate services. Per a settlement, the contractor was compelled to provide copies of detailed invoices for labor and materials. The contractor provided the homeowner with more than ten itemized invoices that precisely corresponded to line-items in the WYO's adjuster's report. However, even in this case, the WYO refused to grant further relief, alleging, among other things, that the documents were insufficient.

Another common issue that prevented homeowners from receiving adequate flood insurance payouts is the WYO's reliance on the "Improvement" basis for denial. This procedure allows the WYOs to disallow coverage for replacement of damaged property if the WYO deems the replacement to be better than the original and not of like-kind and quality. This basis for denial does not take into account practical and realistic post-storm considerations. Specifically, homeowners often improve storm-damaged homes either because city code mandates it or because in-kind items are not reasonably available, thus improperly limiting their relief.

Finally, there have been several cases where WYO claim adjusters have been a barrier to adequate flood relief. As explained by the RAND Report, the volume of claims related to Superstorm Sandy was more than licensed flood adjusters could reasonably handle.⁹ The shortage of trained adjusters caused serious problems in the processing of claims, resulting in untimely and/or biased damage assessments. Furthermore, Sandy adjusters often lacked knowledge for or discounted "disaster capitalism."¹⁰ As is common during post-storm events, constrained supply and high demand frequently cause the price of labor and materials to increase. In addition to disaster capitalism, most adjusters appeared unfamiliar with the high New York City contracting costs, as most came from other areas of the country.

⁹ Dixon, *Flood Insurance*, *supra*, at 28.

¹⁰ *Id.*

In conclusion, we advocate that any NFIP reexamination process be carefully designed to avoid these same problems. Our specific recommendations include:

- (1) That FEMA's administrative reexamination process be transparent, accountable to insureds, and consistent;
- (2) That NFIP insureds who did not file lawsuits receive the same relief as those who did;
- (3) That the presumption of coverage and valuation lie in favor of the insured;
- (4) That FEMA provide claims representatives, adjusters, and /or engineers with realistic claims processing standards based on the information and documents insureds can reasonably provide 2 ½ years after Sandy; and
- (5) That FEMA reform its NFIP processing practices to ensure these types of problems will not occur for future NFIP claimants.

Finally, we recommend that FEMA and the City engage directly to address and educate the public on the Duplication of Benefits issue with Build it Back ("BIB") upon the reopening of these claims. We ask that insureds be provided with all necessary means to make an informed decision on pursuing reopening of their flood insurance claim in light of its potential impact on their BIB case.

We thank the Council for convening this hearing and welcome the opportunity to further discuss or comment on these matters in the future.

Respectfully submitted,

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Testimony of Legal Services NYC

Before the New York City Council
Committee on Recovery and Resiliency

Hearing on Resolution 552
Calling for Re-Examination of all FEMA Claims related to Hurricane Sandy

April 15, 2015

Thank you for this opportunity to testify. My name is Logan Schiff. I am the Director of the Disaster Recovery Unit of Staten Island Legal Services, an office of Legal Services NYC (LSNYC). I am testifying on behalf of LSNYC, which has offices in all five boroughs and dedicated disaster recovery staff in our Queens, Staten Island, and Brooklyn offices.

LSNYC fights poverty and seeks justice for low-income New Yorkers. For more than 40 years, we have challenged systemic injustice and helped clients meet basic needs for housing, high-quality education, health care, family stability, and economic security. LSNYC is the largest civil legal services provider in the country, with deep roots in all of the communities we serve. Our neighborhood-based offices and outreach sites across all five boroughs help more than 60,000 New Yorkers annually.

In November 2012, our services expanded to include Hurricane Sandy recovery work, specifically legal assistance on FEMA benefits, insurance claims, Sandy-related mortgage problems, contractor fraud, tenant rights and benefits, access to Build It Back help, family law issues that have arisen, and other legal needs associated with New Yorkers' long, slow recovery. To date LSNYC has assisted low-income New Yorkers with 6,697 Sandy-related cases. Hundreds of these cases have involved assistance with claims for coverage under the National Flood Insurance Program (NFIP) managed by FEMA.

We at LSNYC share the Council's desire to foster an effective and speedy recovery and its concern regarding potential underpayments by FEMA for Sandy-related NFIP claims. For that reason, we endeavor to share our observations on the FEMA claims process since Hurricane Sandy.

In our experience:

- NFIP underpayments were not limited to only those cases involving engineering reports, and were not limited to the engineering firms identified to date as altering reports;
- Underpayments were common in claims under homeowner's insurance policies as well, suggesting that the flood insurance underpayments may be indicative of a broader culture of underpayment within the private insurance industry in New York;

- The FEMA internal appeals process for disputing underpayments has typically functioned as a rubber stamp rather than an independent review.

We also make several recommendations below to help ensure that the process for reopening NFIP claims is fair and effective.

I. FEMA Underpayments for Sandy Claims Are Endemic and Not Limited to Claims Involving Altered Engineering Reports

LSNYC has encountered widespread underpayments by FEMA across the hundreds of households we have assisted with Sandy-related flood insurance claims. The majority of the underpayments in our clients' cases do not involve engineering reports prepared by the firms identified as having altered draft reports—U.S. Forensics and GEB HiRise. These firms were involved in only about 5% of Sandy flood insurance claims (approximately 8,000 of the roughly 144,000 Sandy-related claims). Our clients' experience has shown us that underpayments were commonplace across the full spectrum of NFIP claims, regardless of the insurance adjusters or engineering firms reviewing the files, or the myriad Write Your Own (WYO) private insurance companies responsible for underwriting and servicing policies on behalf of FEMA. This is concerning not only because of the flood insurance underpayments themselves, but also because these same private insurance carriers have routinely underpaid Sandy-related claims under homeowner's insurance policies (for wind, rain or sewer-backup damage). The abuses that have come to light in the payment of flood insurance claims may be indicative of a broader culture of underpayment within the private insurance industry.

The problem of NFIP underpayments is most acute for the many low-income New Yorkers that comprise LSNYC's client base, because they typically lack the resources to hire engineers and architects needed to challenge the insurers' determinations. To make matters worse, the FEMA internal appeals process for disputing underpayments has typically functioned as a rubber stamp rather than an independent check, virtually never resulting in a reversal of the initial WYOs' determinations, even in the presence of compelling evidence.

The following is sample of the underpayments LSNYC has encountered among our clients:

Although Mr. and Mrs. N had \$100,000 in coverage for the contents of their Staten Island home, they were initially awarded nothing from the WYO because they could not provide detailed documentation for all of the lost items. The reason for their lack of documentation was that all their photos, documents and receipts were destroyed during the storm. The WYO maintained their position, despite the fact that they had sent an adjuster to inspect the severely damaged home, in effect saying that if Mr. and Mrs. N could not produce evidence for the items lost, their position would be that Mr. and Mrs. N owned no personal property whatsoever. LSNYC engaged in extensive advocacy with the WYO and insurance adjuster over a period of months. Ultimately, we were able to find pictures of the debris from the home taken shortly after Sandy, which, after additional negotiations, the WYO accepted as documentation of the loss and awarded nearly \$84,000 in insurance proceeds.

When he retired from the NYPD, Mr. G. bought a home in Breezy Point, Queens where he hoped to enjoy his retirement. Unfortunately, his home was flooded by Hurricane Sandy, causing an estimated \$147,855 worth of structural damage. Mr. G. was only paid \$56,392 by his WYO insurance carrier. The carrier refused to pay for the rest of the damage, relying on an engineering report by U.S. Forensics, one of the companies alleged to have altered draft engineering reports. Unable to make the necessary repairs with the partial payment, Mr. G. has been living at his father's home in Brooklyn for the past thirty months while he waits for the Build It Back program to make the repairs for which his flood insurer should have paid.

Mr. and Mrs. L's Staten Island home was severely flooded during Hurricane Sandy, forcing the homeowners to relocate with their children. FEMA offered the homeowners only \$62,000, not nearly enough to make the repairs necessary to return home. As a result, the homeowners were forced to stop paying their mortgage in order to keep up with their monthly rent payment, and they are now facing foreclosure proceedings. With the help of a grant from a non-profit foundation, the homeowners hired a public adjuster to create a proof of loss, a complex document that homeowners must submit when they are underpaid in order to estimate the true cost to complete the repairs. The adjuster estimated that the damage was nearly double the amount offered by FEMA, based partly on FEMA's undervaluing of the cost of labor and materials and partly on FEMA's failure to include certain covered items. The homeowners sent this estimate to FEMA only to be sent a letter weeks later rejecting the proof of loss because it did not include "actual paid receipts on file to show the difference in cost," an impossible request since the insurance proceeds paid out were insufficient to complete the repairs. Due to the amount of time that has passed, the homeowners now feel they have no other choice than to sell the home through the NYS Acquisition for Redevelopment Program.

Mr. K is a Brooklyn resident whose home suffered serious damage due to Hurricane Sandy. The WYO significantly underpaid Mr. K, neglecting to provide coverage for much of the damage to his kitchen, including the cabinets, drywall, painting and tiling. While Mr. K lacked the resources to hire an engineer, LSNYC was able to review his case and identify receipts for repairs totaling \$24,000, all of which should have been covered by policy. LSNYC submitted a Proof of Loss. In response, the WYO offered an additional \$4,000 without any explanation for why it was not crediting the remaining receipts. Mr. K was eager to move on with his life rather than engage in litigation, so he reluctantly accepted the payment.

Ms. L received only \$48,971 from her WYO after her Staten Island home was destroyed by Hurricane Sandy. The WYO insurer Standard Fire relied on an engineering report by the firm CRA, which concluded that the majority of the damage to the home was due to a preexisting condition rather than flooding, despite acknowledging that flood waters reached 10 feet above the exterior grade of the home. Ms. L appealed this determination to FEMA, attaching a report from the Department of Buildings Forensics Engineering Unit finding that the property was "100% flooded" and "sustained serious structural damage as a result of the storm,"

and resulted in the home being red tagged and later demolished by the City. Ms. L also attached a report by an independent architect retained by the Staten Island Borough President concluding that the home was destroyed due to flooding, and a proof of loss prepared by a public adjuster finding \$272,000 in structural flood damage covered under her policy. FEMA summarily denied the appeal and stood behind the WYO's determination, as it has done in virtually every appeal.

Ms. Z is a low-income Brooklyn resident who lives with her elderly mother. Despite her limited means, Ms. Z had flood insurance, which she assumed would cover much of the damage from the storm. She sustained over \$100,000 in Sandy damage, but the insurance company paid only \$23,000 on her claim. LSNYC subsequently helped Ms. Z prepare a Proof of Loss. The insurance company rejected Ms. Z's Proof of Loss, relying instead on an engineering report prepared by G&A Engineering, which had determined that flood waters had not caused the damage. Ms. Z lacked the resources to hire an engineer to rebut the insurer's claims. Thankfully, in this case LSNYC was able to obtain grant funding for Ms. Z. to retain an engineer, who has issued a report concluding that the storm waters were clearly responsible for the damage in question. Ms. Z has still not been adequately paid by FEMA for the damage to her home.

Ms. G is a low-income Staten Island homeowner who lives with her husband and two young children. Ms. G's home was completely destroyed by flooding. A public adjuster concluded that her Sandy flood damage totaled \$166,724. New York City determined that the home was substantially damaged by flooding and approved the family for a full rebuild through the Build It Back program. Nonetheless, Ms. G received only \$82,775 from the WYO insurer Allstate under her \$200,000 flood policy. Allstate based its decision on an engineering report prepared by ProNet Group, which concluded that the damage was caused by long-term movement over the life of the structure.

Mr. and Mrs. S are Brooklyn residents whose home suffered serious damage from Hurricane Sandy. They filed a claim for flood insurance with the assumption that their flood policy would cover all of the flood related damage. When the insurance company denied much of their claim, Mr. and Mrs. S hired an engineer to dispute these findings. The insurance company rejected the engineer's determination and asserted that the claim was partially denied because the damage was pre-existing, which the homeowners vehemently deny. The homeowners filed a complaint with the Department of Financial Services. In response, the insurance company had another engineer inspect the property and this time the claim was denied on the grounds of the "earth movement" exception. Furthermore, the insurance company decided that it had overpaid this claim and demanded repayment of \$7,500. The homeowners believe that the insurance company was retaliating against them for filing a complaint. They paid the \$7,500 and decided not to continue for fear of future retaliation. Now that these claims are being re-examined and are under scrutiny, Mr. and Mrs. S hope to recover what they are rightfully owed.

Ms. Z is a low income widow living in Staten Island. Her home was badly damaged by flooding and wind during Hurricane Sandy, causing damage to her entire first floor, including cracks in the ceiling. Her flood insurer denied coverage for the cracks in the ceiling, claiming that the damage occurred above the flood water line inside the home. Meanwhile, Ms. Z's homeowner's insurance carrier denied coverage based on an engineering report finding that the cracks were caused by waves. Ms. Z. still needs \$22,000 in additional insurance proceeds to adequately repair her home.

II. Recommendations for the Claims Re-Examination Process

FEMA recently met with the New York and New Jersey non-profit community to obtain its feedback on the claims re-examination process. We welcome FEMA's decision to consider the input of the non-profit sector and encourage it to continue these meetings. With that in mind, we offer the following initial recommendations to help ensure that the re-examination process is as transparent and effective as possible.

1. **Provide clear and simple notices to homeowners:** It is our experience, based on LSNYC's extensive work in the foreclosure prevention field, that complex notices are frequently ignored or misunderstood by many homeowners, as they are typically already being bombarded with mailings and under extreme stress. Accordingly, we recommend that FEMA notify homeowners in the following manner:
 - Send a simple, one-page notice, preferably no more than 2 paragraphs;
 - The notice should state that the homeowner has the option of re-opening their claims and should include a toll-free phone number or other simple mechanism for obtaining additional information;
 - The notice should be in a variety of languages;
 - The notice should include phone numbers for non-profit organizations that can help, but any non-profit referrals should be on a *separate page* along, with more detailed instructions for submitting a request for re-examination of a claim, so as not to distract from the simplicity of the notice;
 - Because many homeowners are still displaced, FEMA may need to do additional outreach to ensure all claimants are aware of the new claims process;
 - FEMA should provide flexible deadlines for responding to notices for displaced homeowners.

2. **Engage the non-profit community:** FEMA should continue to leverage the experience and resources of the non-profit sector. LSNYC and many other organizations have been on the ground offering disaster assistance to thousands of low-income families since the first days following Sandy. We are best positioned to offer FEMA guidance on the range of complex issues affecting these vulnerable populations, including the relationship between FEMA claims and other federal and city disaster benefits programs, including Build it Back. In addition, FEMA should ensure that the Disaster Case Management program continues, as the Disaster Case Managers are one of the primary conduits of information to the community.

3. **Shift the burden of proof to FEMA and provide flexible means of demonstrating damage:** Given the evidence of widespread underpayments by FEMA, and the over two and a half years that have elapsed since Sandy, FEMA must be flexible in how homeowners may demonstrate flood damage. FEMA must recognize that in many cases homeowners have already paid out of pocket to complete repairs, and that in most of these cases contractors have not provided itemized receipts. FEMA should consider accepting sworn affidavits from homeowners to demonstrate flood damage and un-itemized receipts and estimates, as well as using standardized, realistic values for the cost of supplies and labor to complete repairs in New York City during a competitive market following a disaster. The presumption must be in favor of the homeowners given the delays caused by the FEMA claims process.

4. **Issue transparent guidelines for the re-examination process with an independent means of review:** In addition to widespread underpayments, part of the problem LSNYC has identified with the FEMA claims process is an inconsistency in the treatment of homeowners. For instance, two neighbors with comparable flood damage often have received starkly different treatment depending on the WYO and adjuster reviewing their claims. This problem has been exacerbated by FEMA's lack of clear guidelines and opaque appeals process. Accordingly, FEMA should publish clear guidelines for the new review process after taking into consideration public feedback, including the standards for demonstrating flood damage and the values used for labor and materials. FEMA must also create an effective independent appeals process for review of disputed claims, ideally under the supervision of a special master or other third party.

For further information, please contact

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THE CITY OF NEW YORK**

Appearance Card

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I intend to appear and speak on Int. No. _____ Res. No. 552

in favor in opposition

Date: 4/15/15

(PLEASE PRINT)

Name: Sunny Nib

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I represent: New York Legal Assistance Group

Address: _____

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Name: ANDEA STANSON

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I represent: MYSELF

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Date: April 15 2015

(PLEASE PRINT)

Name: JOHN CORI
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I represent: RESIDENT + FRIENDS OF
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Please complete this card and return to the Sergeant-at-Arms

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Date: 4/15/2015

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I represent: New York Legal Assistance Group
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