

AUDIT REPORT



CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
BUREAU OF FINANCIAL AUDIT
WILLIAM C. THOMPSON, JR., COMPTROLLER

Audit Report on the New York Yankees Rental Credits For the Third Quarter of 2004 (July 1–September 30, 2004)

FN05-122A

June 29, 2005



THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET
NEW YORK, N.Y. 10007-2341

WILLIAM C. THOMPSON, JR.
COMPTROLLER

To the Citizens of the City of New York

Ladies and Gentlemen:

Pursuant to the terms of the lease between the City of New York and the New York Yankees, we have examined the rental credits claimed by the Yankees for the maintenance of City-owned Yankee Stadium for the third quarter of 2004 (July 1–September 30, 2004). The Yankees are responsible for the care and upkeep of Yankee Stadium, and the costs incurred by the Yankees for maintaining the stadium are offset against any rental income due the City from the Yankees. Thus, every approved dollar spent and accounted for as a rental credit for the maintenance of the stadium results in a dollar-for-dollar decrease in the rent due the City.

The results of our audit, which are presented in this report, have been discussed with officials from the New York Yankees and the Department of Parks and Recreation, and their comments have been considered in preparing this report.

These audits provide a means of ensuring that the Yankees take credit against rent only for eligible expenses.

I trust that this report contains information that is of interest to you. If you have any questions concerning this report, please contact my audit bureau at 212-669-3747 or e-mail us at audit@Comptroller.nyc.gov.

Very truly yours,

A handwritten signature in cursive script that reads "William C. Thompson, Jr.".

William C. Thompson, Jr.

WCT/gr

Report: FN05-122A
Filed: June 29, 2005

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*The City of New York
Office of the Comptroller
Bureau of Financial Audit*

**Audit Report on the
New York Yankees Rental Credits
For the Third Quarter of 2004
(July 1–September 30, 2004)**

FN05-122A

AUDIT REPORT IN BRIEF

The Comptroller's Office is required to audit all rental credits claimed by the New York Yankees (Yankees) for the maintenance of City-owned Yankee Stadium. Under the terms of the lease, the Yankees are responsible for the care and upkeep of Yankee Stadium, and the costs incurred by the Yankees for maintaining the stadium are offset against any rental income due the City from the Yankees. Thus, every approved dollar spent and accounted for as a rental credit for the maintenance of the stadium results in a dollar-for-dollar decrease in the rent due the City.

Audit Findings and Conclusions

The audit found that Yankees rental credits submitted for the third quarter of 2004 were overstated by \$101,015.88, as follows:

- \$40,127.12 in excess payroll charges and salary expenses that should have been paid by the Yankees.
- \$20,561.94 in payments to ADCO Electrical, for labor costs that based on the terms of the agreement should not have been charged to the City.
- \$1,612.50 for purchases of supplies that are not chargeable to the City.
- \$17,180.02 in Yankee Stadium repairs which lacked supporting documentation and included expenses that are not chargeable to the City.
- \$21,534.30 for expenses that are not City costs under the terms of the lease and cannot be offset against rental income.

Audit Recommendations

We recommend that the Yankees deduct \$101,015.88 from the total rental credits taken for maintenance pertaining to the third quarter of 2004, and ensure that all maintenance credits claimed are properly supported by sufficient documentation. In addition, we recommend that the

New York City Department of Parks and Recreation (Parks) ensure that the Yankees comply with the report's recommendations. In their response, the Yankees accepted the \$101,015.88 as Yankees costs.

INTRODUCTION

Background

In accordance with the 1972 lease agreement between the New York Yankees (Yankees) and the City of New York (the City), the Comptroller's Office is required to conduct audits of the supporting documentation for all maintenance credits claimed by the Yankees for Yankee Stadium. Under the terms of the lease, the Yankees are responsible for the care and upkeep of City-owned Yankee Stadium, and the costs incurred by the Yankees for maintaining the stadium are offset against any rental income due the City from the Yankees. Thus, every approved dollar spent and accounted for as a rental credit for the maintenance of the stadium results in a dollar-for-dollar decrease in the rent due the City.

The general rule is that the City pays to maintain all areas of the stadium except Yankee offices, concession space, the receiving room, the Commissary, and the restaurant space (Yankee Club, Yankee Dining Room, Pinstripe Pub, and Stadium Club). The City also pays for materials used to maintain the stadium; however, it does not pay for uniforms or tools. Since the rental credits are subject to the approval of the Comptroller's Office, the Yankees are required by the lease to submit to the Comptroller all documentation necessary for the audit of credits. After the audit, the Comptroller's Office presents its findings to the Yankees in a preliminary draft report and at an exit conference before issuing a draft report. Within two weeks of the issuance of the draft report, the Yankees may submit to the Comptroller's Office additional documentation that was previously disallowed to support rental credits claimed. Once this documentation is received and reviewed, the Comptroller's Office issues a final report.

Objectives

Our audit objectives were to determine whether the Yankees:

- adequately documented and supported the submitted labor and materials charges;
- submitted invoices eligible for reimbursement in the form of rental credits that were in accordance with the lease agreement; and
- accurately calculated all credits and did not deduct non-City charges from the rent due for the third-quarter period, July 1–September 30, 2004.

Scope and Methodology

The audit scope covered the period July 1, 2004–September 30, 2004. We examined 100 percent of the \$934,357.32 in labor and materials charges and supporting documentation submitted by the Yankees.

To determine whether the billings for labor and materials were appropriate, reasonable, and allowable under the lease, we reviewed all source documents for adequate documentation for each month of the quarter pertaining to the billings of River Payroll (Cleaning Services), ADCO Electrical, Miranda Fuel, Brown & Silver, Stadium Repairs, and Other Expenses. The documents included invoices, canceled checks, time sheets, payroll reports, and activity reports to support the costs of labor and materials charged to the City. We also determined whether retroactive salary adjustments were accurate by tracing these adjustments to the respective supporting documentation or relevant settlement agreements. An October 29, 1993 settlement agreement designated the Yankees as agents of the City; therefore, we reviewed whether charges for materials correctly excluded sales tax. Finally, we determined whether the Yankees provided pre-authorization and acceptance reports from Parks for the work or services performed to receive maintenance credit toward rent.

We documented all unwarranted and unreasonable charges for rental credits on a spreadsheet with our comments and have included them as Appendices I through IV of this report. We calculated all dollar amounts on the supporting schedules for accuracy, and reconciled these amounts with the total amounts on the lead schedule for all vendors in Appendix I, Schedules A-1 through A-6.

These audits are lease-mandated and thereby require that the Yankees submit all source documents to the Comptroller's Office to receive credits toward rental income due the City. Therefore, without the submission of all necessary supporting documentation, maintenance costs submitted as credits against rental income are disallowed.

We did not evaluate Yankee internal controls over the payment process and procedures of the invoices submitted to support maintenance credits. However, we examined all documents to ascertain whether they contained valid certification from Parks designees at Yankee Stadium as proof that labor costs were incurred and that material was purchased and received.

This audit was conducted in accordance with generally accepted government auditing standards (GAGAS) and included all tests considered necessary under the circumstances. The audit was performed in accordance with the audit responsibilities of the City Comptroller as set forth in Chapter 5, § 93, of the New York City Charter.

Discussion of Audit Results

The matters covered in this report were discussed with Yankee and Parks officials during and at the conclusion of this audit. A preliminary draft report was sent to Yankees and Parks officials on April 15, 2005. On April 21, 2005, Yankee officials waived their right to an exit conference. On April 27, 2005, we submitted a draft report to Yankees and Parks officials with a request for comments. We received a response from the Yankees on June 16, 2005.

In the draft report, we disallowed rental credits totaling \$290,264.91. However, after our review of the documentation provided by the Yankees and by Parks subsequent to the issuance of the draft report, we allowed additional credits of \$189,249.03, resulting in a final disallowance of \$101,015.88, which the Yankees accepted as a Yankees cost. This final audit report reflects our changes based on additional documentation submitted by the Yankees and by Parks. The Yankees response is included as an addendum to this final report.

FINDINGS

Overstatement of Rental Credits

Rental credits audited under the schedules submitted for the third quarter of 2004 were overstated by \$101,015.88, as summarized on Table I below:

Table I
Disallowance Schedule*

Schedule	Billed	Allowed	Disallowed
A-1 (River Payroll)	\$486,025.96	\$445,898.84	\$ 40,127.12
A-2 (ADCO Electric)	137,667.57	117,105.63	20,561.94
A-3 (Miranda Fuel)	15,053.15	15,053.15	0.00
A-4 (Brown & Silver)	1,612.50	0.00	1,612.50
A-5 (Stadium Repairs)	185,258.34	168,078.32	17,180.02
A-6 (Other Expenses)	108,739.80	87,205.50	21,534.30
Total	\$934,357.32	\$833,341.44	\$101,015.88

* All calculations are rounded to two decimal points.

Summaries of the maintenance credit billings as submitted by the Yankees and of our disallowances for each vendor are presented in Appendix I, Schedules A-1 through A-6.

The River Payroll disallowance totaling \$40,127.12 consists of the following:

- \$13,957.59—for security costs during home games from May 30, 2004, through August 28, 2004, that are not chargeable to the City. According to the lease, Article 18.1 “On the day of each home game, Lessee shall, at its expense: (a) properly police the stadium and shall maintain order and protect property therein; and (b) provide such trained personnel as may be necessary for the orderly admission, seating and handling of patrons and for the proper use and occupancy of the stadium for exhibitions of baseball, including, but not limited to, uniformed special policemen, guards [emphasis in original]” The Yankees accepted the \$13,957.59 as a Yankee cost.
- \$11,870.14—for contributions to various funds related to River Payroll disallowances.¹ The Yankees accepted the \$11,870.14 as a Yankee cost.
- \$5,068.99—for hours worked on assignments in Yankee areas that included the Parking Lot, Weight Room, Field Maintenance, In-House, and Press Room. Such expenses, under the terms of the lease, are not chargeable to the City. The Yankees accepted the \$5,068.99 as a Yankee cost.

¹ Includes Welfare, Pension, and Annuity Funds.

- \$4,772.56—for the cost of “lunch-not-taken.” Section 162 of New York State Labor Law states that “every person in any establishment or occupation covered by the Labor Law must be afforded a meal period of at least thirty minutes.” In addition, Article VI of the Agreement between Local 32B—32J S.E.I.U., AFL-CIO, and River Payroll, states, in part: “Hours of work each day shall be exclusive of a daily lunch period of not more than one (1) hour.” Moreover, a Parks letter dated June 9, 1997, informed the Yankees that effective January 1, 1996, Parks would not accept “lunch-not-taken” labor cost credits that were not approved in advance. The Yankees, however, provided no documentation that such approvals were obtained. The Yankees accepted the \$4,772.56 as a Yankee cost.
- \$867.18—for incorrect hourly rates paid to “utilitymen” and “laborers.” Based on their work schedule and Yankee payroll codes, these employees were paid at a higher rate than is allowable under the Local 32B—32J S.E.I.U., AFL-CIO, CLC agreement. The Yankees accepted the \$867.18 as a Yankee cost.
- \$830.58—for three employees who either did not sign in or sign out on their timesheets, or who did not initial their timesheets at the end of their work shifts. The Yankees accepted the \$830.58 as a Yankee cost.
- \$682.32—for insufficient documentation for sick leave paid to one employee. The Yankees did not provide the necessary time records or timesheets to the validity of these charges. The Yankees accepted the \$682.32 as a Yankee cost.
- \$568.60—for unreasonable third shift charges paid to two employees. The Yankees accepted the \$568.60 as a Yankee cost.
- \$547.80—for an irreconcilable difference between labor charges to the City for the week ending August 22, 2004, and the amount reported on the payroll register. The Yankees accepted the \$547.80 as a Yankee cost.
- \$480.05—for incorrect rates paid to nine employees who were paid time-and-a-half rates instead of straight time, in accordance with the Local 30 agreement. The Yankees accepted the \$480.05 as a Yankee cost.
- \$265.34—for labor hours not worked that under the terms of the lease should not have been offset against rental income. The Yankees accepted the \$265.34 as a Yankee cost.
- \$215.97—for wages paid to two employees whose timesheets appeared to be altered. These changes were not initialed or approved. The Yankees accepted the \$215.97 as a Yankee cost.

Appendix II gives further details of the above disallowances.

The ADCO Electrical disallowance consists of labor costs totaling \$20,561.94 as follows:

- \$15,154.36—for hours worked on assignments in Yankee areas that included the Press Room, Scoreboard, and Sweep maintenance on game days. Such costs, based on the terms of the lease, should not have been included in the maintenance credits submitted by the Yankees. The Yankees accepted the \$15,154.36 as a Yankee cost.
- \$4,487.65—for incorrect overtime rates paid to all employees in the “Journeyman” title and to one employee in the “Foreman” title under billings #19, #20, #22, #23, and #24. Based on their work schedules, these employees were paid at a higher rate than is allowable under the “ADCO Electrical Maintenance and Repair Agreement” between the Yankees and ADCO Electrical Corporation. The Yankees accepted the \$4,487.65 as a Yankee cost.
- \$586.18—for labor hours not worked that should not have been charged to the City. The Yankees accepted the \$586.18 as a Yankee cost.
- \$333.75—for incorrect allocation of hours billed. Based on the timesheet for one employee, certain labor hours included on the credits should have been charged to the Yankees. The Yankees accepted the \$333.75 as a Yankee cost.

Appendix III gives further details of the above disallowances for ADCO Electric labor hours.

The Brown & Silver disallowance of \$1,612.50 was for tools and miscellaneous items, such as “channel locks, wrench, inspection mirror, utility knife and blades, and leather gloves.” These expenses, under the terms of the lease agreement, are not chargeable to the City. The Yankees accepted the \$1,612.50 as a Yankee cost.

The “Stadium Repairs” disallowances totaling \$17,180.02 are as follows:

- \$9,531—for maintenance services such as ACE elevator where the amount charged on the invoices exceeded the rate stipulated in the contract with the Yankees, and “Bug Doctor” costs that are not chargeable to the City. The Yankees accepted the \$9,531 as a Yankee cost.
- \$3,387.50—for ACE Elevator and repair charges to vandalized elevators that should not have been included in the maintenance credits submitted by the Yankees. The Yankees accepted the \$3,387.50 as a Yankee cost.
- \$3,288.71—for miscellaneous items such as uniforms, lumber, vinyl rolls, locks, and foam. These costs, based on the terms of the lease, should not have been included in the maintenance credits submitted by the Yankees. The Yankees accepted the \$3,288.71 as a Yankee cost.

- \$788.48—for executive office ceiling tiles that are not City costs and should not have been submitted by the Yankees as a credit against rental income. The Yankees accepted the \$788.48 as a Yankee cost.
- \$100.39—for sales tax. Based on the October 29, 1993 settlement agreement that designated the Yankees as agents of the City, sales taxes are not acceptable for deduction as maintenance credits. The Yankees accepted the \$100.39 as a Yankee cost.
- \$83.94—for purchases such as a mini-cutter and vacuum oil pump, which under the terms of the lease, are not chargeable to the City. The Yankees accepted the \$83.94 as a Yankee cost.

Finally, the Other Expenses disallowances totaling \$21,534.30 include:

- \$14,550—for questionable seats charges that based on the documentation provided could not be determined as a City cost. The Yankees accepted the \$14,550 as a Yankee cost.
- \$2,274.32—for charges that exceeded the contractual rates listed in the Yankees' contracts with White Way Sign Company and Creative Finishes, Ltd. The Yankees accepted the \$2,274.32 as a Yankee cost.
- \$1,925.83—for tools, such as drill/driver kit, wet/dry vacuum, face shields, digital thermometers, and shears. These expenses, under the terms of the lease agreement, are not chargeable to the City. The Yankees accepted the \$1,925.83 as a Yankee cost.
- \$1,409.20—for the purchase of materials used in Yankee areas such as the Food Court, Club Restaurant, Yankee Pantry Club, the Yankee Clubhouse and the concession stand. These costs, based on the terms of the lease agreement, should not have been included in the maintenance credits submitted by the Yankees. The Yankees accepted the \$1,409.20 as a Yankee cost.
- \$1,372.83—for miscellaneous items, such as water cooler, batteries, tolls, surge protectors, water hose, storage cabinet, and architectural services for dugout step repairs that are not City costs and should not have been included as maintenance credits. The Yankees accepted the \$1,372.83 as a Yankee cost.
- \$2.12—for sales tax. As previously stated, based on the October 29, 1993 settlement agreement that designated the Yankees as agents of the City, sales taxes are not acceptable for deduction as maintenance credits. The Yankees accepted the \$2.12 as a Yankee cost.

Appendix IV includes the details for the above-stated disallowances pertaining to Brown & Silver, Stadium Repairs, and Other Expenses.

RECOMMENDATIONS

We recommend that the Yankees:

1. Deduct \$101,015.88 from the total rental credits for maintenance pertaining to the third quarter of 2004.
2. Ensure that all maintenance credits claimed are properly supported by sufficient documentation.

We recommend that Parks:

3. Ensure that the Yankees comply with the report's recommendations.

NEW YORK YANKEES RENTAL CREDITS
SUMMARY SCHEDULE FOR VENDORS A-1 THROUGH A-6
AUDIT PERIOD: 7/1/04 - 9/30/04
AUDIT # FN05-122A

ADJUSTMENTS

NYC Schedule	Amount Billed	Previous Allowance (Note 1)	Previous Disallowance (Note 1)	Amt. Accepted By NYC (Note 2)	Amount Resubmitted by NYC	Addl/Amt Accepted by City	Final Allowance (Note 2)	Final Disallowance (Note 2)
A-1 River Payroll (3)								
Total	\$486,025.96	\$443,879.05	\$42,146.91	\$40,127.12	\$2,019.79	\$2,019.79	\$445,898.84	\$40,127.12
A-2 ADCO Electric								
Total	\$137,667.57	\$109,842.47	\$27,825.10	\$20,561.94	\$7,263.16	\$7,263.16	\$117,105.63	\$20,561.94
A-3 Miranda Fuel								
Total	\$15,053.15	\$15,053.15	\$0.00	\$0.00	\$0.00	\$0.00	\$15,053.15	\$0.00
A-4 Brown & Silver								
Total	\$1,612.50	\$0.00	\$1,612.50	\$1,612.50	\$0.00	\$0.00	\$0.00	\$1,612.50
A-5 Stadium Repairs								
Total	\$185,258.34	\$32,156.38	\$153,101.96	\$17,180.02	\$135,921.94	\$135,921.94	\$168,078.32	\$17,180.02
A-6 Other Expenses (3)								
Total	\$108,739.80	\$43,161.36	\$65,578.44	\$21,534.30	\$44,044.14	\$44,044.14	\$87,205.50	\$21,534.30
GRAND TOTAL	\$934,357.32	\$644,092.41	\$290,264.91	\$101,015.88	\$189,249.03	\$189,249.03	\$833,341.44	\$101,015.88

- (1) At Draft Stage
- (2) At Final Stage
- (3) Security charges transferred from A-6 and reported under A1-River Payroll

SCHEDULE OF INELIGIBLE LABOR HOURS - RIVER PAYROLL
FOR THE 3rd QUARTER OF 2004
AUDIT PERIOD: 7/1/04 -9/30/04
AUDIT # FN05-122A

RIVER PAYROLL LABOR HOURS

Description of Disallowance	Amount Disallowed Per Draft Report	Amount Accepted by NYY	Amount Resubmitted by NYY	Add'l Amt. Accepted by City	Final Disallowance	Amount Outstanding
1. Excess Security Costs	\$13,957.59	\$13,957.59	\$0.00	\$0.00	\$13,957.59	\$0.00
2. Welfare Contributions	\$11,870.14	\$11,870.14	\$0.00	\$0.00	\$11,870.14	\$0.00
3. NYY Assignments	\$5,296.43	\$5,068.99	\$227.44	\$227.44	\$5,068.99	\$0.00
4. Lunch Not Taken	\$4,772.56	\$4,772.56	\$0.00	\$0.00	\$4,772.56	\$0.00
5. Incorrect Hourly Rates	\$2,432.09	\$867.18	\$1,564.91	\$1,564.91	\$867.18	\$0.00
6. Incomplete Timesheets	\$830.58	\$830.58	\$0.00	\$0.00	\$830.58	\$0.00
7. 1.5 s/b S/T; 2x s/b 1.5	\$707.49	\$480.05	\$227.44	\$227.44	\$480.05	\$0.00
8. Insufficient Documentation	\$682.32	\$682.32	\$0.00	\$0.00	\$682.32	\$0.00
9. Unreasonable Third Shift	\$568.60	\$568.60	\$0.00	\$0.00	\$568.60	\$0.00
10. Irreconcilable Difference	\$547.80	\$547.80	\$0.00	\$0.00	\$547.80	\$0.00
11. Hours Not Worked	\$265.34	\$265.34	\$0.00	\$0.00	\$265.34	\$0.00
12. Altered Timesheets	\$215.97	\$215.97	\$0.00	\$0.00	\$215.97	\$0.00
TOTAL	\$42,146.91	\$40,127.12	\$2,019.79	\$2,019.79	\$40,127.12	\$0.00

**NEW YORK YANKEES RENTAL CREDITS
SCHEDULE OF DISALLOWANCES
AUDIT PERIOD: 7/1/04 - 9/30/04
AUDIT #FN05-122A**

ADCO ELECTRICAL - LABOR

Description of Disallowance	Amount Disallowed Per Draft Report	Amount Accepted by NYY	Amount Resubmitted by NYY	Add'l Amt. Accepted by City	Final Disallowance	Amount Outstanding
1. NYY Areas	\$22,417.52	\$15,154.36	\$7,263.16	\$7,263.16	\$15,154.36	\$0.00
2. Incorrect O/T rates	\$4,487.65	\$4,487.65	\$0.00	\$0.00	\$4,487.65	\$0.00
3. Hours Not Worked	\$586.18	\$586.18	\$0.00	\$0.00	\$586.18	\$0.00
4. Incorrect Allocation	\$333.75	\$333.75	\$0.00	\$0.00	\$333.75	\$0.00
TOTAL	\$27,825.10	\$20,561.94	\$7,263.16	\$7,263.16	\$20,561.94	\$0.00

**NEW YORK YANKEES RENTAL CREDITS
FOR VENDORS A-3 THROUGH A-6
SCHEDULE OF DISALLOWANCES
FOR THE AUDIT PERIOD: 7/1/04 - 9/30/04
AUDIT # FN05-122A**

Description of Disallowance	Amount Disallowed Per Draft Report	Amount Accepted By NYY	Amount Resubmitted by NYY	Add'l Amt. Accepted by City	Final Disallowance	Amount Outstanding
A-4 BROWN & SILVER						
1. Not a City Cost-Tools	\$1,612.50	\$1,612.50	\$0.00	\$0.00	\$1,612.50	\$0.00
Total	\$1,612.50	\$1,612.50	\$0.00	\$0.00	\$1,612.50	\$0.00
A-5 STADIUM REPAIRS						
1. Exceeding contracts costs	\$104,450.00	\$9,531.00	\$94,919.00	\$94,919.00	\$9,531.00	\$0.00
2. Insufficient Documentation Metro Energy Solutions	\$40,914.94	\$0.00	\$40,914.94	\$40,914.94	\$0.00	\$0.00
3. ACE Elevator Repair Charges (misuse)	\$3,387.50	\$3,387.50	\$0.00	\$0.00	\$3,387.50	\$0.00
4. Not a City Cost- miscellaneous items, such as uniforms, lumber, vinyl rolls, locks, and foam.	\$3,288.71	\$3,288.71	\$0.00	\$0.00	\$3,288.71	\$0.00
5. Questionable items, ceiling tiles and access door	\$876.48	\$788.48	\$88.00	\$88.00	\$788.48	\$0.00
6. Sales Tax	\$100.39	\$100.39	\$0.00	\$0.00	\$100.39	\$0.00
7. Not a City Cost-tools (mini- cutter, vaccum oil pump)	\$83.94	\$83.94	\$0.00	\$0.00	\$83.94	\$0.00
Total	\$153,101.96	\$17,180.02	\$135,921.94	\$135,921.94	\$17,180.02	\$0.00
A-6 OTHER EXPENSES						
1. Questionable expenses (plumbing supplies, repairs, replacement of bathroom parts, fixtures, and lights, seats, acetylene tank, and a two-on condensing unit)	\$48,044.39	\$14,550.00	\$33,494.39	\$33,494.39	\$14,550.00	\$0.00
2. Materials used in Yankee areas, such as Food Court, Club Restaurant, Yankee Pantry Club, Yankee Clubhouse, and the concession stand	\$7,958.31	\$1,409.20	\$6,549.11	\$6,549.11	\$1,409.20	\$0.00

**NEW YORK YANKEES RENTAL CREDITS
FOR VENDORS A-3 THROUGH A-6
SCHEDULE OF DISALLOWANCES
FOR THE AUDIT PERIOD: 7/1/04 - 9/30/04
AUDIT # FN05-122A**

Description of Disallowance	Amount Disallowed Per Draft Report	Amount Accepted By NYY	Amount Resubmitted by NYY	Add'l Amt. Accepted by City	Final Disallowance	Amount Outstanding
3. Not a City Cost-miscellaneous items (water cooler, batteries, tolls, surge protectors, water hose, storage cabinet, and architectural services for dugout step repairs)	\$3,822.83	\$1,372.83	\$2,450.00	\$2,450.00	\$1,372.83	\$0.00
4. Tools (drill/driver kit, repair kits, blubber kits, wet/dry vacuum, face shields, digital thermometers, and shears)	\$3,476.47	\$1,925.83	\$1,550.64	\$1,550.64	\$1,925.83	\$0.00
5. Charges that exceeded contractual rates	\$2,274.32	\$2,274.32	\$0.00	\$0.00	\$2,274.32	\$0.00
6. Sales tax	\$2.12	\$2.12	\$0.00	\$0.00	\$2.12	\$0.00
Total	\$65,578.44	\$21,534.30	\$44,044.14	\$44,044.14	\$21,534.30	\$0.00

New York Yankees

ROBERT BROWN
VICE PRESIDENT OF FINANCE



EXECUTIVE OFFICE
YANKEE STADIUM
BRONX, NEW YORK 10451
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June 16, 2005

Mr. Gary Rose
Director of Financial Audit & Support Services
1 Centre Street
Room 1300 North
New York, NY 10007

RE: Audit Report FN05-122A on the New York Yankees Rental Credits- 3rd quarter 2004

Dear Mr. Rose:

In response to the draft report, the New York Yankees are accepting \$101,015.88 and rejecting \$189,249.03.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Brown', written over a horizontal line.

Robert Brown

RB/vb

Cc: Lawrence Baum
Yasmin Tejani

**New York Yankees Rental Credits
Summary of Disallowances for Schedule A-1 to A-6
For the 3rd Quarter of 2004
Audit # FN05-122A**

	Yankees Accept	Yankees Reject	Total Disallowance
A-1 River Payroll	\$40,127.12	\$2,019.79	\$42,146.91
A-2 ADCO Electric	\$20,561.94	\$7,263.16	\$27,825.10
A-3 Miranda Fuel	\$0.00	\$0.00	\$0.00
A-4 Brown and Silver	\$1,612.50	\$0.00	\$1,612.50
A-5 Stadium Repairs	\$17,180.02	\$135,921.94	\$153,101.96
A-6 Other Expenses	\$21,534.30	\$44,044.14	\$65,578.44
TOTAL	\$101,015.88	\$189,249.03	\$290,264.91

A-1 RIVER PAYROLL

Description of Disallowance	Amount Accepted	Amount Rejected	Total Disallowance
1. Excess Security Costs	\$13,957.59	\$0.00	\$13,957.59
2. Welfare Contributions	\$11,870.14	\$0.00	\$11,870.14
3. NYY Assignments	\$5,068.99	\$227.44	\$5,296.43
4. Lunch Not Taken	\$4,772.56	\$0.00	\$4,772.56
5. Incorrect Hourly Rates	\$867.18	\$1,564.91	\$2,432.09
6. Incomplete Timesheets	\$830.58	\$0.00	\$830.58
7. 1.5 s/b S/T; 2x s/b 1.5	\$480.05	\$227.44	\$707.49
8. Insufficient Documentation	\$682.32	\$0.00	\$682.32
9. Unreasonable Third Shift	\$568.60	\$0.00	\$568.60
10. Irreconcilable Difference	\$547.80	\$0.00	\$547.80
11. Hours Not Worked	\$265.34	\$0.00	\$265.34
12. Altered Timesheets	\$215.97	\$0.00	\$215.97
TOTAL	\$40,127.12	\$2,019.79	\$42,146.91

A-2 ADCO ELECTRICAL - LABOR HOURS

Description of Disallowance	Amount Accepted	Amount Rejected	Total Disallowance
1. NYY Areas	\$15,154.36	\$7,263.16	\$22,417.52
2. Incorrect O/T rates	\$4,487.65	\$0.00	\$4,487.65
3. Hours Not Worked	\$586.18	\$0.00	\$586.18
4. Incorrect Allocation	\$333.75	\$0.00	\$333.75
TOTAL	\$20,561.94	\$7,263.16	\$27,825.10

A-4 BROWN AND SILVER

Description of Disallowance	Amount Accepted	Amount Rejected	Total Disallowance
1. Not a City Cost-Tools	\$1,612.50	\$0.00	\$1,612.50
TOTAL	\$1,612.50	\$0.00	\$1,612.50

A-5 STADIUM REPAIRS

Description of Disallowance	Amount Accepted	Amount Rejected	Total Disallowance
1. Exceeding contracts costs	\$9,531.00	\$94,919.00	\$104,450.00
2. Insufficient Documentation - Metro Energy Solutions	\$0.00	\$40,914.94	\$40,914.94
3. ACE Elevator Repair Charges (misuse)	\$3,387.50	\$0.00	\$3,387.50
4. Not a City Cost-miscellaneous items, such as uniforms, lumber, vinyl rolls, locks, and foam.	\$3,288.71	\$0.00	\$3,288.71
5. Questionable items, ceiling tiles and access door	\$788.48	\$88.00	\$876.48
6. Sales Tax	\$100.39	\$0.00	\$100.39
7. Not a City Cost-tools (mini-cutter, vaccum oil pump)	\$83.94	\$0.00	\$83.94
TOTAL	\$17,180.02	\$135,921.94	\$153,101.96

A-6 OTHER EXPENSES

Description of Disallowance	Amount Accepted	Amount Rejected	Total Disallowance
1. Questionable expenses (plumbing supplies, repairs, replacement of bathroom parts, fixtures, and lights, seats, acetylene tank, and a two-on condensing unit)	\$14,550.00	\$33,494.39	\$48,044.39
2. Materials used in Yankee areas, such as Food Court, Club Restaurant, Yankee Pantry Club, Yankee Clubhouse, and the concession stand	\$1,409.20	\$6,549.11	\$7,958.31
3. Not a City Cost-miscellaneous items (water cooler, batteries, tolls, surge protectors, water hose, storage cabinet, and architectural services for dugout step repairs)	\$1,372.83	\$2,450.00	\$3,822.83
4. Tools (drill/driver kit, repair kits, blubber kits, wet/dry vacuum, face shields, digital thermometers, and shears)	\$1,925.83	\$1,550.64	\$3,476.47
5. Charges that exceeded contractual rates	\$2,274.32	\$0.00	\$2,274.32
6. Sales tax	\$2.12	\$0.00	\$2.12
TOTAL	\$21,534.30	\$44,044.14	\$65,578.44