THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
MARK LEVINE

ADDENDUM NO. 1

RFI Title: Request for Information: Financial Statement and Single Audits for the City of New York for Fiscal Years Ending June 30, 2028 through 2032

PIN: 01526ACC77080

Date: July 24, 2026

Contact: Yvonne Jeffers, RFI Coordinator

Email: accountrfps@comptroller.nyc.gov

THE ADDENDUM IS ISSUED FOR THE PURPOSE OF PROVIDING RESPONSES TO INQUIRIES RECEIVED TO THE REQUEST FOR INFORMATION (RFI) AND IS HEREBY MADE A PART OF SAID RFI.

THE ADDENDUM ALSO INCLUDES ADDITIONAL DOCUMENTS RELATING TO THE RFI. UNLESS OTHERWISE INDICATED BELOW, ALL TERMS AND CONDITIONS OF THIS RFI REMAIN THE SAME. PROPOSERS SHOULD ACKNOWLEDGE RECEIPT OF THE ADDENDUM ISSUED.

This addendum includes the following questions and the Comptroller's Office response:

1. **COMPTROLLER'S OFFICE RESPONSE TO QUESTIONS**:

	Questions	**Responses**
1	Provide a copy of the last Audit RFP issued in November 2023	Please see the attached pdf.
2	Could you please provide the contract documents/ information?	Please see the response above.
3	Does the department have an estimated total contract value for this solicitation	There is no estimated total contract value as there is no solicitation at this time and this is a request for information only.

4	Provide a description of the work for the future audit RFP to be released in the fall of 2027	We anticipate the description for the future audit RFP to be released in the fall of 2027, will likely be similar to the prior RFP
5	Provide a copy of the most recent Annual Financial Report.	See Comptroller's Office website: https://comptroller.nyc.gov/reports/annual-comprehensive-financial-reports/
6	Provide a copy of the most recent Single Audit Report, if applicable.	Please see attached pdf.
7	Provide clarification on the licensing requirements for out-of-state CPA firms submitting a proposal.	See Comptroller's Office website: https://comptroller.nyc.gov/services/for-businesses/prequalified-cpa/prequalified-cpa-list/
8	Information regarding the prior year's auditor fees and/or the number of hours incurred to complete the audit.	The estimated total of the prior contract was $21.79 million. The contracted rates and hours were subject to negotiations with the awarded vendor.
9	Please clarify whether the City expects to receive and expend any federal grants of more than $1,000,000 during the Fiscal Year in question.	Yes the City anticipates receiving and expending more than $1million in federal grants
10	Were there were any disagreements with the prior auditor related to accounting principles, proposed adjustments, audit scope, audit procedures, or other significant matters.	No disagreements with the prior auditor.
11	Any material audit adjustments identified during the prior year's audit.	No material audit adjustments identified during the prior year's audit
12	Any anticipated changes in operations, major capital projects, or accounting systems in the upcoming fiscal year.	We are unsure at this time.
13	Is the City requesting the number of new personnel that the firm expects to hire specifically for the City Audit, or the number of existing firm	Both, as it applies to your respective organization
14	Are there any specific requirements, goals, or preferences regarding proposed subcontractors (e.g., M/WBE, DBE, local	

	business participation, small business participation, or other supplier diversity categories)? If so, please provide any applicable criteria, goals, or reporting expectations	No specific requirements at this time, however it may mirror the prior RFP.

[ATTACHMENTS INCLUDED ON THE FOLLOWING PAGES]

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OFFICE OF THE COMPTROLLER
MARK LEVINE

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CITY OF NEW YORK
OFFICE OF THE COMPTROLLER

REQUEST FOR PROPOSALS FOR

FINANCIAL STATEMENT AND SINGLE AUDITS FOR

THE CITY OF NEW YORK

FISCAL YEARS ENDING JUNE 30, 2024-2027

PIN: 01524ACC67043

Proposers are advised that the Authorized Contact Person for all matters concerning this Request for Proposals is:

Name:	**Yvonne Jeffers**
Title	**Bureau of Accountancy, Procurement Analyst**
E-mail Address:	**accountrfps@comptroller.nyc.gov**
Telephone:	**(212) 669-4440**
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SECTION I – TIMETABLE

A. RFP Release Date: November 1, 2023

B. Pre-Proposal Conference: November 15, 2023 at 9:30 AM EST

An optional pre-proposal conference will be held virtually at 9:30 AM on November 15, 2023. Registration is required in order to attend. Please click on this link to register (or copy and paste this link into your web browser: https://us02web.zoom.us/meeting/register/tZAkcu-tpzIqHtIZw3pYK1U1VIlF-0yMRlVV). Although attendance at this conference is not mandatory, it is strongly encouraged for any vendors considering responding to this RFP.

C. Proposal Due Date and Time: December 15, 2023 by 12:00 PM EST

Proposers must submit their proposals no later than 12:00 PM EST on December 15, 2023. Proposers should refer to the "Submission Checklist" in Section IV.A. and Attachment A of this RFP to assure completeness prior to submitting their proposals. **Incomplete proposals may be deemed non-responsive.**

Proposals received after the Proposal Due Date and Time are late and will not be accepted by the Comptroller's Office, except as provided under New York City's Procurement Policy Board Rules. The Comptroller's Office will consider requests made to the Authorized Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Comptroller's Office issues a written addendum to the RFP that extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above will remain in effect.

D. Questions:

Questions about this RFP may be submitted in writing to **accountrfps@comptroller.nyc.gov** no later than 12:00 PM EST on November 22, 2023. For administrative ease, please include the following in the subject line of any e-mail sent to the address above: "**PIN 01524ACC67043–Financial Statements and Single Audits for The City of New York RFP**".

In the event the Comptroller's Office responds to the inquiry in writing, such response will be furnished as an addendum to the RFP to all potential proposers known to have downloaded the RFP. All addenda will be available on the Comptroller's website at:

https://comptroller.nyc.gov/services/for-businesses/doing-business-with-the-comptroller/rfps-solicitations/.

It is the proposer's responsibility to check the website regularly for any updates and addenda to this solicitation. In order to receive email notifications regarding this solicitation, proposers must register and download this RFP at:

https://comptroller.nyc.gov/services/for-businesses/doing-business-with-the-comptroller/rfps-solicitations/.

E. Acknowledgement of Addenda:

Receipt of an addendum to this RFP by a proposer must be acknowledged by attaching a signed PDF of the addendum to the Technical Proposal. All addenda shall become a part of the requirements of this RFP. In addition to the individual signed addenda, proposals submissions should also contain a signed PDF of Attachment B, Acknowledgement of Addenda.

F. Anticipated Contract Start Date: July 1, 2024

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SECTION II – SUMMARY OF REQUEST FOR PROPOSALS

A. Purpose of RFP

The City of New York ("City") is seeking an appropriately qualified independent certified public accounting firm ("Firm") from the Comptroller's current prequalified list of Auditors[1] to conduct the audit of the City's financial statements, prepare management letters, conduct legally required Single Audits (defined in Section III below), and other related services ("Services"). The Firm will provide the Services, as appropriate, to the City and its various related entities ("Related Entities") including, but not limited to the New York City Department of Education ("DOE"), the five (5) major New York City Retirement Systems ("Retirement Systems"), the New York City Department of Health and Mental Hygiene ("DOHMH"), WNYE Channel 25 ("Station"), Section 8 Housing Choice Voucher Program ("Section 8"), and NYC Other Post-Employment Benefits Plan ("Plan"), for the City's fiscal years ending June 30 ("Fiscal Year") for the term of any contract awarded pursuant to this RFP.

Proposals submitted in response to this RFP may be used as the basis for the award of audit contracts by the New York City Municipal Water Finance Authority ("Authority") and the New York City Water Board ("Board") (collectively the "the System").

B. Background

1. Key City Audit Entities

There are several key City entities that are involved in the auditing of the City, Related Entities, and the System:

a. *The Audit Committee of the City of New York*

The Audit Committee of The City of New York ("Audit Committee"), as established by Section 97 of the Charter, consists of the Mayor, the Comptroller, the Public Advocate, and four (4) private members appointed by the Mayor, of which two (2) are appointed upon the recommendation of the Comptroller, two (2) with expertise in accounting and two (2) with expertise in finance. The Audit Committee oversees the independent audit process for The City and its Related Entities, including the selection of the independent auditors, and reviewing the independent auditors' reports and management letters.

b. *The Office of the Comptroller*

The Office of the Comptroller ("Comptroller's Office") responsibilities, relevant to these audits, are set forth in Chapter 5 of the New York City Charter. As an independently elected official, the Comptroller, with a staff of approximately 750, is responsible for among other duties: establishing for City departments and agencies a

[1] Pursuant to §3-10 of the New York City Procurement Policy Board Rules, "A PQL of auditors shall be maintained by the Comptroller in accordance with this section. An agency seeking to award an audit contract shall solicit only those vendors that have been prequalified by the Comptroller."

uniform system of accounting and reporting that is consistent with generally acceptable accounting principles ("GAAP"); preparing the City's financial statements; auditing the financial transactions of the City and the expenditures of City funds by any public or private agency receiving such funds; and auditing the operations and programs of City departments and agencies to determine if desired goals are being achieved efficiently and effectively. The Comptroller's Office is also responsible for reviewing and making recommendations on the operations, fiscal policies, and fiscal transactions of the City.

The Comptroller's Bureau of Accountancy coordinates the issuance of the financial statements for the Related Entities. Its main responsibility, however, is to prepare the City's financial statements by issuing the City's Annual Comprehensive Financial Report ("ACFR") – a copy of the most recent ACFR can be found here: https://comptroller.nyc.gov/reports/annual-comprehensive-financial-reports/.

c. *Mayor's Office of Management and Budget ("OMB")*

OMB, with a staff of approximately 400, is responsible for the preparation, monitoring and control of the City's revenue, capital and expense budgets, the four-year financial plan and also serves as the Mayor's primary advisor on fiscal issues.

As prescribed by Sections 225(a) and (b) of the Charter, OMB is responsible for developing the Mayor's preliminary and executive budgets. Each such budget includes the expense budget, the capital budget and program, and the revenue budget.

To assist in achieving the goals of the financial plan and budget, OMB reviews the City's financial plan periodically. If necessary to reflect current information, OMB prepares modifications to incorporate actual results and revisions into projections. The City's revenue projections are continually reviewed and periodically updated. The City conforms aggregate expenditures to the limitations contained in the financial plan.

2. Related Entities, and the System

As referenced in Section "A" above, there are several Related Entities that are part of the City's annual audit. Below is some background about each of them:

a. *DOE*

In accordance with DOE's status as a dependent school district, revenues received for school purposes are required to be deposited into the City's Treasury. As revenues are collected, they are recorded in a series of designated revenue codes established by the Comptroller's Office for the DOE. At the beginning of each fiscal year, the estimated value of the revenues expected to be recognized during the fiscal year is used to establish the DOE's authorized spending level. DOE submits budget requests and budget modifications for the use of these revenues to OMB for review and approval. OMB enters approved budgets and budget modifications into Financial Management System ("FMS"). DOE is responsible for pre-auditing its own expenditure vouchers for disbursements for personal services and other-than-personal services costs, which are electronically interfaced to FMS.

Please Note: A copy of DOE’s most recent Annual Financial Report can be found here: https://infohub.nyced.org/reports/financial/financial-data-and-reports/audited-financial-statements.

b. *Retirement Systems*

The Retirement System consists of five (5) pension plans that provide benefits for City employees and the employees of various other entities along with nine (9) Variable Supplemental Funds (“VSF”) and two (2) Tax Deferred Annuities (“TDA”) for certain plan members.

The five (5) pension plans of the Retirement Systems are the New York City Employees' Retirement System (“NYCERS”), the Teachers' Retirement System of the City of New York (“TRS”), the New York City Board of Education Retirement System (“BERS”), the New York City Police Pension Fund (“POLICE”), and the New York City Fire Pension Fund (“FIRE”). Each Retirement System is a legally and financially separate public employee retirement system with a separate oversight body. Each Retirement System independentlyadministers its plans, including personnel, membership services, accounting and participant recordkeeping processes.

Except for certain assets of the two (2) Tax TDAs administered by TRS and BERS, the Comptroller’s Office is the custodian for the Retirement Systems' assets. The Retirement Systems' combined net position totaled approximately $263 billion as of fiscal year 2022.

In accordance with State law, certain retirees of POLICE, FIRE and NYCERS are eligible to receive fixed supplemental benefits from certain VSFs. The nine (9) VSFs are neither pension nor retirement system funds. Instead, they provide defined supplemental benefit payments, other than pension or retirement system allowances, in accordance with applicable statutory provisions.

POLICE maintains the Police Officers’ VSF and the Police Superior Officers’ VSF. FIRE maintains the Firefighters’ VSF and the Fire Officers’ VSF. NYCERS maintains the Transit Police Officers’ VSF, the Transit Police Superior Officers’ VSF, the Housing PoliceOfficers’ VSF, the Housing Police Superior Officers’ VSF and the Correction Officers’ VSF.

Please Note the following: Recent copies of financial statements for the Retirement Systems can be found here: https://comptroller.nyc.gov/services/financial-matters/nyc-fiduciary-funds-financial-statements/.

Each of the Retirement Systems prepares individual annual financial statements in compliance with GAAP and applicable legal requirements.

c. The Plan

The Plan is a fiduciary component unit of the City. The Plan is composed of: (1) The New York City Retiree Health Benefits Trust ("Trust"), which is used to receive, hold and disburse assets accumulated to pay for certain postretirement benefits other than pensions ("OPEB") provided by the City to its retired employees and other eligible beneficiaries; and (2) OPEB paid for directly by the City out of its general resources rather than through the Trust. The Trust was established for the exclusive benefit of the City's eligible retired employees and their eligible spouses and dependents, to fund certain OPEB provided in accordance with the City's various collective bargaining agreements and the City's Administrative Code (the "Administrative Code"). The Trust is tax exempt in accordance with Section 115 of the Internal Revenue Code. The Plan is classified as a single employer OPEB plan for Governmental Accounting Standards Board ("GASB") Statement No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans ("GASB 74") purposes. Recent financial statements for the Plan can be found here: https://comptroller.nyc.gov/services/financial-matters/nyc-fiduciary-funds-financial-statements/.

d. DOHMH

The State of New York ("State") requires certain agencies to complete and submit the Consolidated Fiscal Report ("CFR"). The CFR is required to be completed by Local Government Units ("LGU") receiving funding from New York State Department of Mental Health ("DMH") agencies. DOHMH currently receives funding from the following DMH state agencies: a) Office of Alcoholism and Substance Abuse Services, b) Office of Mental Health, and c) Office of People with Developmental Disabilities. LGUs operating programs under the jurisdiction of one or more of these state agencies must file an annual CFR to document the expenses and revenues related to those programs. Full CFRs must be certified by an independent certified public accountant.

e. The Station

The Station, a noncommercial television station of the City, is a divisional unit within the New York City Department of Information Technology & Telecommunications ("DOITT"). The Station is funded by the City as a division of DOITT, and has access to restricted cash held by the City for the purchase of equipment or facility improvements for the Station. The Station also receives grant money from the Corporation for Public Broadcasting ("CPB"), a private, non-profit corporation, created by Congress in 1967, that promotes public telecommunications services for the American public (television, radio and online).

f. Section 8

Section 8, also known as the Housing Choice Voucher Program ("HCVP"), provides funding for rent subsidies for eligible low-income families to locate to decent, safe, and affordable housing. Families can select housing within a neighborhood of their choice. Rent subsidies (vouchers) allow families to pay a reasonable share of their income toward rent while the program, within specific limits, makes up the difference. The New York City Department of Housing Preservation and Development ("HPD") administers, along with other City programs, the City's HCVP in accordance with regulations of the US Department of Housing and Urban Development ("HUD").

HPD's Section 8 program is the fourth largest in the United States. HPD administers approximately 38,000 Section 8 vouchers serving New Yorkers in all five (5) boroughs. Over 9,000 landlords currently participate in the program.

HPD's Section 8 vouchers are reserved for eligible applicants who fall within specific HPD preference categories or special admission programs. Applications are not accepted from the general public, and must be submitted through designated intermediaries from different divisions within the department, management staff from various housing providers, or staff from other governmental departments or agencies.

g. *The System*

The System consists of two (2) legally separate and independent entities, the Authority and the Board. The Authority is a public benefit corporation of the State, created by Section 1045-a et seq. of the New York State Public Authorities Law to finance capital projects for the City's water supply system ("Water and Sewer System") through the issuance of bonds and notes. The Board is also a public benefit corporation of the State created pursuant to Chapter 515 of the Laws of 1984 to primarily fix, revise, charge, collect and enforce rates and other charges adequate to pay the costs of operating and maintaining the Water and Sewer System and repaying debt of the Authority. The Board and the Authority, acting with approval of their respective governing boards, must each execute a contract for audit services independent of the City's contract. **While it is the Board and the Authority's expectations that the same firm will be the successful proposer for both the City and the System audits, it is possible that the Board and the Authority may not contract with the firm that is selected pursuant to this RFP**.

The City has leased all non-land assets used in or related to: (1) freshwater collection, transmission, and distribution; and (2) waste and storm water collection, transmission, treatment and discharge to the Board. The City's Department of Environmental Protection ("DEP") manages the billing and collection on behalf of the Board through its Customer Information System ("CIS") and manages and operates the Water and Sewer System. DEP also records the Water and Sewer System's capital assets through the Comptroller's Office centralized accounting system, FMS, which is maintained at the City's Financial Information Services Agency ("FISA").

The fiscal year of the Water and Sewer System runs from July 1 through June 30 of each year. Further information regarding the Authority can be obtained at: https://www.nyc.gov/site/nyw/reports/financial-reports.page.

In addition, Offering Statements containing more information about the Authority are available in the Authority's Bond Official Statement archive at: https://www.nyc.gov/site/nyw/investing-in-nyw-bonds/bond-official-statement-archive.page.

Proposers are encouraged to familiarize themselves with the System financial statements.

C. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be for an initial period of up to four (4) years ("Term") commencing on July 1, 2024 and ending June 30, 2028. Although the contract term ends June 30, 2028, the services to be performed under this contract shall conclude with the financial reporting fiscal year ending June 30, 2027.

D. Anticipated Available Funding:

The current four-year Financial Statement and Single Audits Agreement was registered with a not-to-exceed amount of $17,378,500. It is anticipated that the available funding for the contract awarded from this RFP will be approximately the same. Greater consideration will be given to proposers that propose more competitive pricing.

Note: Proposers should be aware that the contract amount information provided above for the current Financial Statement and Single Audits Agreement is being offered for informational purposes only.

E. Minimum Qualification Requirements ("MQR")

Proposers wishing to provide the services required by this RFP **must** meet the minimum qualification requirements specified below, which must be maintained by the successful proposer during the entire Term of the resulting contract. Proposals that do **not** meet the minimum qualification requirements will **not** be considered.

Proposers must:

3. Be registered with the New York State Department of State to do business in the State;
4. Have performed audits and related services similar to those outlined in Section III of this RFP for a minimum of 10 years;
5. Have attained governmental accounting and auditing experience within the last five (5) years auditing the revenues, expenditures and programs of state or local government (which shall include, but not limited to, employee retirement systems, public utilities, and school districts) jurisdictions with populations over 2 million and/or revenues and expenditures over $5 billion; and
6. As stated in Section II A, the firm must be included on the Comptroller's Prequalified Certified Public Accountant List ("CPA List") at the time of proposal submission. An application for the CPA List can be downloaded from the Comptroller's website by logging onto http://www.comptroller.nyc.gov/forms-n-rfps/become-a-prequalified-cpa-firm/.

The Firm awarded a contract from this RFP must maintain the MQR for the entire term of any such contract that is awarded pursuant to this RFP.

SECTION III – SCOPE OF SERVICES

A. RFP Goals and Objectives

The Comptroller's Office and OMB are jointly issuing this RFP on behalf of the Audit Committee. The goals and objectives for this RFP are to procure a Firm, to conduct financial statement audits and draft management letters for the City and the applicable Related Entities and to conduct legally required Single Audits ("Single Audits") including, but not limited to, audits of federally assisted programs as required by the Federal Single Audit Act Amendments of 1996 and the appropriate
U.S. Office of Management and Budget's Circulars superseded by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Supercircular") as annually revised and updated, for the City and any other pertinent entity including, but not limited to DOE, the System, H+H, and EDC ("Federal Single Audits"); and Other Single Audits such as New York State Department of Transportation Single Audits as required pursuant to New York State Transportation Law § 21 ("Other Single Audits"). The Firm would also provide related services and training.

B. Assumptions Regarding Contractor Approach

The following are assumptions regarding which approach will most likely achieve the goals and objectives set out above:

1. Standards for the Provision of Services

   The audits and all related work under any contract awarded from this RFP must be conducted in accordance with Generally Accepted Auditing Standards ("GAAS"), as promulgated by the American Institute of Certified Public Accountants ("AICPA") and, when applicable, with Generally Accepted Government Auditing Standards ("GAGAS"), as promulgated by the United States Government Accountability Office ("USGAO") in its publication, *Government Auditing Standards*, and with other authoritative auditing guidance in effect. Opinions rendered will indicate whether financial statements are presented fairly, in all material respects, in conformity with generally accepted accounting principles for governments in the United States. The scopes of the audits must be planned to preclude the necessity for exceptions arising from scope limitations and must be sufficient to enable the auditors to issue separate management letters for the City, and each of the Related Entities.

2. Client Entities and Contract Manager(s)

   While the contract awarded from this RFP will be primarily managed by staff at the Comptroller's Office, the Firm will actually represent the following client entities ("Clients"):
   a) the Comptroller's Office and OMB (together, they represent the City); b) DOE; c) the System; d) the Retirement Systems along with their VSF's and TDAs; e) the Station; f) Section 8; g) DOHMH, and (h) the Plan.

The Comptroller's Office will designate a staff person who will be the primary liaison with the Firm and will be responsible for the general oversight, administration, and management of the contract ("Contract Manager").

In addition, each of the Clients will designate its own client manager ("Client Managers") who will be responsible for managing that Client's respective audits, deliverables and other work products required by the Services and the day-to-day interaction with the Firm.

3. Independence

In order to ensure that reports and audits that the Firm conducts for the Clients are unbiased and represent a fair and true portrayal of the Clients, the Firm must maintain both real and perceived independence from each Client. The Firm will ensure that it adheres to the independence principals set forth in the Standards for the Provision of Services set forth above and any other independence requirements as may be promulgated or as may be required by the Audit Committee. Proposers must also provide a statement that provides, among other things, that if selected, the partners and principals of the proposer and of any subcontractors utilized by the proposer would divest themselves of all financial instruments of the City, Related Entities, the System and any discretely and blended component of the City ("City Components") in conformance with the AICPA Rules on Independence. City Components include, but are not limited to, the following:

a. *The Blended City Component units, which are all reported as nonmajor governmental funds, comprise the following:*

1) Hudson Yards Development Corporation ("HYDC")
2) Hudson Yards Infrastructure Corporation ("HYIC")
3) New York City Educational Construction Fund ("ECF")
4) New York City School Bus Umbrella Services, Inc. ("NYCSBUS")
5) New York City School Construction Authority ("SCA")
6) New York City School Support Services ("NYCSSS")
7) New York City Transitional Finance Authority ("TFA")
8) TSASC, Inc. ("TSASC")

b. *The following entities are presented discretely in the City's financial statements as major City Component units:*

1) New York City Economic Development Corporation ("EDC")
2) New York City Health and Hospitals Corporation ("H+H")
3) New York City Housing Authority ("NYCHA")
4) New York City Housing Development Corporation ("HDC")
5) Water and Sewer System ("the System"):
   5.1 New York City Water Board ("Water Board")
   5.2 New York City Municipal Water Finance Authority ("Water Authority")

c. *The following entities are presented discretely in the City's financial statements* *as non- major City Component units:*

1) Brooklyn Navy Yard Development Corporation (“BNYDC”)
1) Brooklyn Public Library (BPL)
2) Build NYC Resource Corporation (“Build NYC”)
3) New York City Business Assistance Corporation (“NYBAC”)
4) New York City Industrial Development Agency (“IDA”)
5) New York City Land Development Corporation (“LDC”)
6) New York City Neighborhood Capital Corporation (NYCNCC)
7) Public Realm Improvement Fund Governing Group, Inc., (“Governing Group”)
8) The Mayor’s Fund to Advance the City of New York (the Fund)
9) The Queens Borough Public Library & Affiliate (QBPL)

b. *The following entities are presented as business-type activities in the City’s financial statements:*

1) Brooklyn Bridge Park Corporation (“BBPC”)
2) The Trust for Governors Island (“TGI”)
3) WTC Captive Insurance Company, Inc. (“WTC Captive”)
4) New York City Tax Lien Trusts (“NYCTL Trusts”):

4. Experience

In addition to the requirement that a Firm meet the MQRs, greater consideration will be given to proposers that:

a. Have demonstrated successful experience applying GAAP principals to audits and related services to local government units, employee retirement systems, school districts, and health and hospital systems;
b. Have demonstrated successful experience either providing or hosting training sessions for continuing educational requirements as specified by the USGAO Government Auditing Standards and the New York State Board of Accountancy's Continuing Professional Education (“CPE”) program; and
c. Have demonstrated successful experience in working with governmental departments or agencies in obtaining the Certificate of Achievement for Excellence in Financial Reporting (“CAEFR”) from the Government Finance Officers Association of the United States and Canada (“GFOA”).

5. Organizational Capability

In order to be successful, a Firm must:

a. Have adequate experienced staff to provide the services;
b. Have the demonstrated resources, organizational structure and ability to both manage and conduct multiple complex audits of the City and the Related Entities simultaneously with the sole purpose of meeting The City’s ACFR deadline of October 31st; and
c. Have adequate resources to provide continuing educational training to the City

and its Related Entities' staff.

6. <u>Approach</u>

a. For audits and related services, a Firm will*:*

Perform audits of the financial statement of the City, Related Entities and the System and render opinions indicating whether they are presented fairly, in all material respects in accordance with GAAS. The scope of the audits must be planned to preclude the necessity for exceptions arising from scope limitations and must be sufficient to enable the auditors to issue separate management letters for the City, each of the Related Entities and the System;

1) Perform Federal Single Audits, including Other Single Audits, as required by the Federal Single Audit Act Amendments of 1996 and subsequent laws and the U.S. Office of Management and Budget's relevant Circulars and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *("Supercircular")* and subsequent laws, and annually revised Compliance Supplement, for the City and any other pertinent entity including, but not limited to DOE, the System, H+H, and EDC ("Federal Single Audit") and other Single Audits such as New York State Department of Transportation Single Audits as required pursuant to New York State Transportation Law § 21 ("Other Single Audits") – a copy of the most recent Federal Single Audit report is provided as Exhibit A;

2) Provide separate Management Letters for the City, each of the Related Entities and the System. The Management Letters must comment on that entity's accounting and operating procedures, and its systems of accounting, operating, and data processing controls. The Management Letters must include recommendations for improvement, comments concerning corrective actions taken or in progress and/or other appropriate comments in a format that identifies the specific organizational unit to which the comment applies. The Management Letters must also include the audited entity's responses;

3) Provide separate, written progress reports on each of the deliverables and tasks to the Contract Manager and the respective Client Managers. The progress reports must provide details concerning audit progress to date, and any accounting or auditing concerns that could impact the issuance of an unqualified opinion on the financial statements;

4) The relevant deadlines for the Services will be on or about as follows:

Deadline Description	The City	DOE	Retirement Systems and VSFs	The Plan	The System
Progress Reports	Weekly	Weekly	Weekly	Weekly	Weekly
Draft Audited Financial Statements	October 18	November 1st	October 18	August 31st	September 25
Audited Financial Statements	October 31	November 15	October 31	September 25	October 18th
Management Letters	November 30	December 15	November 30	November 30	November 30
Federal Single Audits	February 28	February 28	N/A	N/A	February 28
Security Inspection & Count Report	N/A	N/A	August 31	N/A	N/A

5) Meet with appropriate officials of the City, the Related Entities, and the System to ensure the continued receipt of the GFOA's Certificate of Achievement for the fiscal years covered under this contract. As of the issuance of this RFP, the City has been awarded the GFOA's Certificate of Achievement for the 43rd consecutive year. The Firm would also provide consultation and advice concerning GFOA certificate program requirements. Such meetings would focus on the form, content and format of the current financial statements, related note disclosures, successful reports and supplemental financial and statistical information;

6) Meet with management of the City, the Related Entities, and the Systemin order to provide consultation and advice regarding GASB, GAAP, GAAS, and CPB and HUD guidance, and to discuss the specific implications and ramifications for each auditee. In addition to the audits specified above, the Firm may be called upon to provide special projects requiring accounting, auditing and/or consulting skills, as set forth in Section III below;

7) Provide a full-time partner ("City Partner") who is readily accessible and available to the City and the Related Entities for the Term (additionally, the System would have their own partner assigned by the Firm along with its own staff -- see Sections 10.7 and 10.8 below). Such City Partner or other high level audit manager would meet at least once a month with the Contract Manager and each respective Client Manager of The City and its Related Entities to discuss audit progress, problems and other related issues;

8) The City Partner may be required to attend all meetings of The City's Audit Committee, the System's audit committee, and the meetings of any other audit committees that may be established by any of the Related Entities (although none currently exists). The City's Audit Committee meets approximately eight (8) times per year, and such meetings are held to review audit plans (the audit approach for the respective fiscal year), financial

statements, and management letters, and to discuss audit progress and related ad hoc issues. When requested, the Firm may be required to make presentations at such meetings;

9) The Firm may also be called upon to present financial statements to the Retirement Systems Board of Trustees.

In addition to the Services set forth above, the Firm would provide the following specific Services for each of the Related Entities and, the System:

9.1 DOE

i. The Firm would provide separate audited financial statements for DOE. In addition to the requirement in Section III. B above, the Firm must conduct DOE audits in accordance with the State Education Department's Reference Manual for Audits of General Purpose Financial Statements of New York State School districts. The Firm must also prepare the necessary reports in conformance with the New York State Education Law, as amended.

ii. The Firm would conduct a full scope examination of DOE's books of accounts in order to arrive at the year-end net position. The Firm would examine all statements mandated by law, GASB and/or programs, including, but not limited to: Statement of Net Position; Statement of Activities; Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balances – All Governmental Fund Types; Statement of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund; Statement of Fiduciary Net Position; as well as, Required Supplemental Information, including but not limited to Management Discussion and Analysis, individual and combining financial statements, schedules and school activity fund bank accounts. The Firm would provide all revenue confirmations on or about August 29th each year for the prior fiscal year. Such confirmations will indicate funding sources.

iii. In accordance with New York State Consolidated Fiscal Reporting and Claiming Manual as it relates to DOHMH CFR, perform certain procedures, including comparing and reconciling information presented in the CFR directly to the underlying accounting and other records used to prepare the financial statements, and other additional procedures in accordance with GAAS. Upon satisfactory review of the CFR and compliance with NYS guidelines, the Firm will certify the CFR as per the Audit Guidelines of the CFR/CM.

9.2 DOHMH

In accordance with New York State Consolidated Fiscal Reporting and Claiming Manual as it relates to DOE CFR, perform certain procedures, including comparing and reconciling information presented in the CFR directly to the underlying accounting and other records used to prepare the financial statements, and other additional procedures in accordance with GAAS. Upon satisfactory review of the CFR and compliance with NYS guidelines, the Firm will certify the CFR as per the Audit Guidelines of the CFR/CM.

9.3 Retirement Systems, VSFs and TDAs

Retirement Systems' Audits - The Firm would conduct annual audits of the financial statements, including the plan net position held in trust for pension benefits and the related statements of changes in plan net position held in trust for pension benefits for each of the five (5) Retirement Systems and where applicable the VSF's and TDA's. The Firm would also provide reports rendering an opinion on each of the five (5) Retirement Systems' financial statements.

9.4 The Station

The Firm would conduct the annual financial statement audit of the Station as required for continuation of funding from the CPB (that is a substantial source of funding for the Station). The Firm would also deliver the audited financial statements to the CPB as specified by the CPB.

9.5 Section 8

i. In order to assure the accuracy and completeness in the data submitted to Public and Indian Housing Real Estate Assistance Center ("PIH-REAC"), the Firm would conduct the annual financial statement audit of the Section 8 Housing Choice Voucher Program and perform "Agreed upon Procedures" to certify that the information entered by HPD into PIH-REAC's Financial Assessment Sub-system ("FASS-PH") is true and correct. The Firm would also compare the electronic data in the draft FASS-PH Financial Data Schedule ("FDS") submission to the City's financial records. The Firm would perform this procedure in accordance with Chapter 2 of the Statement on Standards for Attestation Engagements (SSAE) No. 10 Attestation Standards: Revision and Recodification of the AICPA. The Firm would also include a supplemental SAS

29 paragraph in the Federal Single Audit opinion letter. The Firm must also issue an Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in accordance with GAGAS.

ii. Audited financial submissions will include, at minimum, the completion of the following major FASS-PH items:
  - Financial Data Schedule ("FDS");
  - Data Collection Form;
  - Required Attachments to Audited Submission (Federal Single Audit Opinion, Notes, Findings - Section 8 only);
  - Schedule of Expenditures of Federal Awards ("SEFA";)
  - Notes to SEFA; and
  - Auditors' Report on Compliance and Internal Control (Major Program).

9.6 The Plan

Separate audited financial statements are required for the Plan in accordance with GASB 74, which prescribes uniform financial reporting standards for other postemployment benefits ("OPEB") plans of all state and local governments.

9.7 The System

The Firm would provide a separate partner ("The System Partner"), who is not also the City Partner, and separate professional personnel, to conduct the audit of the financial statements of the Authority and the Board. The Firm would conduct this audit on an annual basis, in accordance with Section III.B above. Each audit shall be completed and final draft financial statements available, no later than September 25th of each year of the engagement period. Final audit report and financial statements will be issued no later than October 18th of each year of the engagement period.

i. Due to the time constraint caused by the need for both the Authority and the Board to receive and review essential information necessary for financial statement preparation, and the date by which final statements must be issued, the Firm would perform audit procedures as such information becomes available. Consequently, the Firm's concurring partner and/or national office must begin to review draft financial statements in stages, which will include a number of omissions, and then rapidly review subsequent drafts until the financial statements are finalized. Please note, the Firm may be required to issue the final financial statements, and their report thereon, within twenty-four hours or less of receiving final financial statements from the System management.

ii. The System Partner would attend all meetings required by the System including their boards of directors and audit committee ("the System Audit Committee") meetings. The System Partner would also attend meetings of the Audit Committee at which the System's financial statements and audit are reviewed. On an annual basis, the Firm would present an audit plan to each of the System Audit Committee for review and approval. The audit plan will include, but will not be limited to, the extent of planned evaluation of the Authority's and Board's internal controls and must highlight any specific audit risk factors identified by the Firm, review significant accounting and reporting issues as well as report on recent professional and regulatory pronouncements effecting or potentially effecting the Authority's and Board's financial statements and audit process. Additionally, the Firm will consult with the Authority's and Board's management on the audit progress.

b. *For Professional Training, the Firm would:*

1) Research and provide training courses for the large professional staff of accountants, auditors, and certified public accountants ("CPAs") employed by the Comptroller's Office, OMB, DOE, the System, and the Retirement Systems. The courses provided would be custom-designed to meet the specific training requirements of the City, and will include the generalized training topics including, but not limited to: ethics, accounting and auditing standards; financial and management auditing; as well as a financial statement analysis, greening, energy efficiencies, controlling construction costs, effective contract auditing and construction fraud- detection and prevention, computer software topics such as Teammate and such other topics as the City may request. Additionally, while the Firm may recommend additional topics, from time to time the City may request the creation or delivery of training on additional topics. All course work must emphasize government practice. The Firm shall meet with the Contract Manager as frequently as necessary (but not less than annually) to discuss specific training requirements for City staff.

2) Where appropriate, all courses must be designed to enable participants who are CPAs to earn continuing educational credits as specified by the USGAO Government Auditing Standards and the New York State Board of Accountancy's Continuing Professional Education ("CPE"). Certificates stating the number of CPE credits earned must be issued to the participants who successfully complete such courses. Professional training staff must be used as course instructors.

3) Provide annual update seminars concerning GAAP, GASB, GAAS and GAGAS for City Staff at least once every fiscal year for the Term, especially as new practices, regulations and policies become effective.

4) Provide advanced "leading edge" training for information technology ("IT") auditors as well as IT training for non-IT auditors. For the IT auditors, the general topic areas should include, but not be limited to: WebTrust; cloud computing; personal identity information; data or text mining, use of data searching and matching for detection and prevention of fraud, anomaly detection, maintenance contracts and wireless technologies. For the non-IT auditors, the general topic areas should include, but not be limited to: the concepts of Information Technology, IT auditing in the City environment (auditing as an external auditor as well as an internal auditor), and IT tools available to enhance their auditing capabilities, such as Teammate.

5) Provide options for online training or in-person training to be conducted at its training facilities or other facilities subject to the Comptroller's Office's approval. Seminars, professional conferences, and informational sessions conducted by the Firm in the normal course of its business may be substituted for training days on an exception basis, with the Comptroller's Office prior approval. Class size must be limited to no more than thirty (30) participants. The Firm shall provide training materials to training participants, and must ensure that for any training materials used or distributed at any training, the City has, at a minimum, a royalty-free license to use such materials in the future.

6) Provide the equivalent of 50, seven-hour days (8 CPE credits) of professional CPE eligible and/or other training annually, throughout the Term. The City anticipates an annual total of approximately 1,500 City Staff (30 members per day over 50 days) resulting in 10,500 hours of training time with 12,000 total CPE credits.

   Firms are invited to propose other training methods, such as on-demand Computer- Based Training ("CBT"), to supplement or substitute for some Instructor Led Training ("ILT").

c. *For Other Related Services, the Firm would be responsible for the following:*

1) Issuance of Securities

   The financial statements of the City and the System, together with the Firm's audit reports thereon, will be included in any offering documents of the City and the Authority, respectively. The City and Authority, however, will not be required to obtain the Firm's consent for the inclusion of opinion letters in financial statements and related reports in offering documents and will not compensate the Firm in connection with such inclusion, unless the City or the Authority elects to obtain the Firm's consent. If the City or the Authority elects to obtain such consents, the Firm would provide them as quickly as possible upon notification, but in no case more than two (2) business days after notice is given to the Firm. When consents are required, the Firm will provide the related services at the rates agreed upon for Special Projects, and will be capped at the rate set forth in the Firm's price proposal.

2) Printing

2.1 At the DOE's option, the Firm will furnish to DOE with 10 bound originals of DOE's audited financial statements and management letters.

2.2 At the Comptroller's Office option, the Firm will furnish to the City 20 bound originals of the City Management Letter. In addition, at the Comptroller's Office option, the Firm will furnish to the City 30 bound originals of the management letters for each of the Retirement Systems. At the Comptroller's Office's option, the Firm will also furnish the City with 30 bound originals of the audited financial statements and management letters for the Plan.

2.3 At the Comptroller's Office option, the Firm will furnish the City with 10 bound originals of the Federal and State Single Audit Reports (including corrective action plans, if any).

2.4 At the option of the System, the Firm will furnish to each respected entity at least 10 bound hard copies of each audited financial statement and management letter as applicable.

2.5 All of the above-mentioned reports should also be furnished to the Comptroller's Office in electronic formats (e.g., Adobe Acrobat and/or Microsoft Word).

3) Additional Tasks for the Retirement Systems

The Firm will conduct for each year of the Term a physical inspection and count of the securities held for the Retirement Systems by their independent custodians. The physical inspection and count must be made for the investments on hand as of June 30th for each year audited. Such inspection and count must commence on or about June 30th with a written report to the Client Manager, no later than August 31st of the successive fiscal year audited. This report must present the results of the physical inspection and count of the securities and must identify any deficiencies, discrepancies or exceptions determined during the inspection.

4) Additional Tasks for the System

4.1 Lease Opinion

At the request of the Board, the Firm will render a certificate in accordance with Section 11.1(c) of the lease between the Board and the City, with respect to the reasonableness of the dollar amount above which the City may not dispose of personal property of the System without the approval of the System's consulting engineer.

4.2 Investment Compliance Report

The Firm will report on the Authority's compliance with the applicable investment guidelines during each fiscal year of the Term. Such compliance report must be produced at the time of the System's annual financial audit and will be included in the per annum Audit.

5) Agreed Upon Procedures

5.1 Landfill

The Firm will apply certain agreed-upon procedures, to validate The City's assertion that it is in compliance with Federal Register (40 CFR Part 258, Subpart G) Criteria for Municipal Solid Waste Landfills – Financial Assurance Criteria for the term of this contract. These procedures will be performed solely for the purpose of assisting The City and the US Environmental Protection Agency (EPA) in connection with paragraph (f)(3)(i)(C) of the Federal Register previously mentioned. The Firm will conduct these procedures in accordance with attestation standards established by the American Institute of Certified Public Accountants.

5.2 Voluntary Defined Contribution ("VDC")

The VDC is a retirement benefit option that is sponsored by The State University of New York ("SUNY") and Teachers Insurance and Annuity Association of America ("TIAA") is the third-party service provider. To participate in the SUNY Optional Retirement Program ("SUNY ORP") participants must be non-unionized employees of the City as well as other public employers, e.g., NYCHA, School Construction Authority and H+H, hired on or after July 1, 2013, and earning a full-time rate of $75,000 or more on an annualized basis. The firm will perform agreed-upon procedures in connection with The City's participation in the VDC program of the SUNY ORP. Upon the completion of the agreed upon procedures, the Firm will issue a report of findings based on specific procedures performed by the deadline agreed to by the Contract Manager or his/her designee.

6) Special Projects

6.1 From time to time, the City, Related Entities, and the System may request the Firm to conduct special projects related to the Services ("Special Projects"). Special Projects are generally unpredictable and arise from ad hoc situations, but will generally require accounting, auditing and related consulting skills. No Special Project will be requested of and/or undertaken by the Firm if it would jeopardize their independence in accordance with AICPA professional standards and/or GAGAS independence requirements. The Firm will prepare and submit an engagement letter for each Special Project assigned and submit it to the Comptroller's Office or the System (depending on the requesting entity) for written approval prior to commencement of work on the Special Project.

6.2 To the extent that Special Projects require additional work, payment will be made in accordance with the hourly rates proposed for Special Projects in the Firm's price proposal.

C. Participation by Minority-Owned and Women-Owned Business Enterprises ("M/WBE") in City Procurement

The Contract that is awarded through this RFP will be subject to M/WBE participation requirements under Section 6-129 of the New York City Administrative Code, as indicated by the inclusion of Schedule B – M/WBE Utilization Plan (Attachment J) and the Participation Goals indicated in Part I thereof. **Proposers must complete the Schedule B – M/WBE Utilization Plan and submit it with their proposal**. Please refer to the Schedule B – M/WBE Utilization Plan and the Notice to All Prospective Contractors (Attachment I) for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms. Proposers may direct Schedule B inquiries to the Contact Person that is listed on Page 1 of the Schedule B Form (Attachment J).

Applications for Full or Partial Waiver of M/WBE Participation Goals:

To apply for a full or partial waiver of the Participation Goals described in Section 10 of the Notice to All Prospective Contractors (Attachment I), a proposer must complete Part III (Page 5) of Schedule B and submit such signed request no later than seven (7) days prior to the date and time proposals are due in writing to the Agency's Authorized Contact Person. Proposers who have submitted such requests will receive an Agency response by no later than two calendar days prior to the proposal due date; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business day before such weekend or holiday.

Please note that if a partial waiver is obtained, the proposer is required to submit a completed Schedule B-M/WBE Utilization Plan based on the revised Participation Goals in order to be found responsive.

D. Compliance with the Iran Divestment Act

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each Proposer is required to review the attached "Iran Divestment Act Compliance Rider" and complete and submit the attached "Certification of

Compliance with the Iran Divestment Act" (Attachment E), certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a Proposer appears on that list, the Comptroller's Office will be able to award a contract to such Proposer only in situations where the Proposer is takings steps to cease its investments in Iran or where the Proposer is a necessary sole source. Please refer to Attachment E for information on the Iran Divestment Act, including instructions on how to complete the required form, and to https://ogs.ny.gov/iran-divestment-act-2012 for additional information concerning the list of entities.

E. Paid Sick Leave Law Contract Rider

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Contractors of the City of New York (or of other governmental entities) may be required to provide sick time pursuant to the PSLL. The Paid Sick Leave Law Rider will be included in any contract awarded from this RFP and will incorporate the PSLL as a material term of such a contract. Please read Appendix A carefully.

F. Tax Affirmation

Proposers are required to provide a completed, signed and notarized "Tax Affirmation Form" (Attachment F) with their proposal submissions.

G. Compliance with Citywide Privacy Protection Policies and Protocols

Pursuant to New York City Charter 8(h) and Administrative Code of City of NY 23-1201 through 23-1205, which together form the Identifying Information Law, the City's Chief Privacy Officer governs the collection, use, disclosure, access to, and retention of identifying information by City agencies and certain City contractors and subcontractors. All contracts awarded from this RFP will be subject to the attached Privacy Protection Rider, including the City's Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Office of Technology and Innovation and its Office of Cyber Command. For more information, please refer to Attachment K for a copy of the Privacy Protection Rider required for this solicitation and the New York City Office of Technology and Innovation's website at: https://www.nyc.gov/content/oti/pages/vendor-resources/cybersecurity-requirements-for-vendors-contractors for a complete list of the City's cybersecurity policies for vendors.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

A. Instructions for Submitting Proposals:

How to Submit Proposals
Proposals will only be accepted in electronic (digital) format as specified in this solicitation. Hard copies will not be accepted.

1. All proposers will submit their proposals by e-mail to **accountrfps@comptroller.nyc.gov** by the due date and time set forth in this RFP.
2. In the subject header, include **"Proposal for PIN 01524ACC67043 – Financial Statement and Single Audits RFP."**
3. Attachments must be assembled and included in the submission as described below. Please refer to the proposal format information in Section B on the following page. (electronic file labeled as instructed below and uploaded as a single PDF, appropriately bookmarked and text-searchable file)

How to Assemble the Proposal Documents
The Proposal Package shall consist of **SIX (6)** separately labeled PDF files as follows:

1. **Document 1: Technical Proposal,** *consisting of the following*:
   - Submission Checklist (Attachment A)
   - Signed Acknowledgement of Addenda (Attachment B)
   - Proposed Approach
   - Experience
   - Organizational Capabilities
2. **Document 2: Cost Proposal Forms** (Attachment C)
3. **Document 3: Signed Doing Business Data Form** (Attachment D)
4. **Document 4: Signed and Notarized Certification of Compliance with the Iran Divestment Act** (Attachment E)
5. **Document 5: Completed Tax Identification and Affirmation Form** (Attachment F)
6. **Document 6: Schedule B-M/WBE Subcontractor Utilization Plan/Waiver** (Attachment J)

The following label format should be used in the order provided below when uploading the proposal documents to the Comptroller's Office:

- Firm Name
- PIN for this Solicitation (PIN 01524ACC67043)
- File Description (*i.e.,* Document 1)

Each of the eight labels listed above should use an underscore "_" to separate one label from the other. For example, Firm submitting its proposal documents for this RFP will label its six (6) separate files as follows:

Firm Name_PIN 01524ACC67043_Document 1

Firm Name_PIN 01524ACC67043_Document 2
Firm Name_PIN 01524ACC67043_Document 3
Firm Name_PIN 01524ACC67043_Document 4
Firm Name_PIN 01524ACC67043_Document 5
Firm Name_PIN 01524ACC67043_Document 6

The Cost Proposal Forms (Attachment C) must be completed and submitted in the Excel spreadsheet included with this RFP. The file format for the remainder of the digital submission must be in PDF format, bookmarked, and text searchable. The content of the digital submission must follow the instruction provided in the solicitation.

B. Proposal Format

1. Technical Proposal

This section is the proposer's detailed plan for satisfying the requirements outlined under Section III ("Scope of Services"). The proposer's description of the work and services to be rendered should be clear and in sufficient detail to permit the Evaluation Committee (as hereinafter defined) to evaluate the proposal fairly and with a minimum possibility of misinterpretation. The Technical Proposal is a clear, concise narrative that addresses and/or includes the following:

a. *Submission Checklist*

The Submission Checklist (Attachment A) transmits the proposer's Proposal Package to the Comptroller's Office. It should be completed, signed and dated by an authorized representative of the proposer's organization.

b. *Proposed Approach*

This section should include a synopsis of the proposal, including an overview of the work and services to be provided by the proposer and must also contain explicit affirmations of the minimum qualification requirements described in Section IV of this RFP.

i. For Audits and Related Services:

- Describe the steps the proposer will take in performing audits of the financial statements of the City, Related Entities, and the System;
- Describe the steps the proposer will take in performing the Federal and Other Single Audits) and creating the required reports;
- Describe the steps the proposer will take in providing Management Letters for the City, each Related Entity, and the System;
- Describe how the proposer will keep the Contact Manager and respective client managers up to date with progress reports;
- Describe how the proposer will perform the Service in the timeframes set forth in Section III above;
- Describe the steps the proposer will take to ensure continued receipt of GFOA's Certificate of Achievement; and

- Describe the steps the proposer will take in delivering specific Services for each Related Entity, and the System;
- Provide a detailed approach and workplan, in narrative and tabular forms, listing strategies, tasks to be accomplished and their sequence. The workplan should include the following:

    - Estimated work hours for completing each task and/or deliverable and total project work hours;
    - Number of work hours by staff category; and
    - Detailed implementation schedule clearly indicating tasks and task completion dates and the work product(s) to be provided at the completion of each task, (e.g., commencement of review and interim and year-end work).

- Provide a recent copy of a management letter issued by the proposer.

ii. For professional training:

- Describe how the proposer will perform and conduct training courses;
- Describe the types of training courses that the proposer intends to provide;
- Describe the types of IT training for auditors and non-auditor that the proposer would provide;
- Describe the facilities and other resources that the proposer will use in providing training courses and annual update seminars;
- If the proposer creates its own training materials for training courses, provide samples of the training materials it would use for courses as required in Section III above;
- Describe resources that the proposer will utilize to provide the number of hours of training as set forth in Section III above.

iii. For Other Services:

- Describe the proposer's resources and approach to conducting physical inspections and counts of securities held for the Retirement Systems by their independent custodians in the timeframes set forth in Section III;
- Describe the proposer's approach to providing the additional tasks for the System in Section III above; and
- Describe the proposer's approach in providing the printing requirements set forth in Section III above (specifically, if it has its own financial printing facility/capability or if it subcontracts such work);
- Describe the proposer's approach to working on Special Projects while ensuring that the proposer's independence is not compromised.

c. *Experience*

Concise narrative that describes the successful relevant experience of the proposer, each proposed sub-contractor if any, and the proposed key staff in providing the work described in Section III of this RFP. Specifically address the following:

1) Minimum Qualification Requirements of this RFP (Proposers that fail to meet all of these requirements will be rejected as non-responsive):

   1.1 Proof that the proposer is registered with the New York State Department of State to do business in the State;
   1.2 Evidence that demonstrates that the proposer has been licensed and active in public accounting for at least 9 years;
   1.3 Evidence that demonstrates that the proposer has at least five (5) years of successful experience auditing the revenues, expenditures and programs of state or local governments (that will include, but not be limited to, employee retirement systems, public utilities, school districts and health and hospital systems) with a population over 2 million and/or revenues and expenditures over $5 billion (i.e., a listing of the entities involved and the scope of the engagement).

   A written description of the proposer's experience in conducting comprehensive annual financial statement audits, Other Single Audits (if any) and Federal Single Audits for states, municipalities, departments and agencies, public utilities, public employee retirement systems, boards of education or large school districts and large municipal health care systems. The description must present the significant results of this experience and demonstrate how the experience will positively benefit the proposer in conducting the work required by this RFP. Greater consideration will be given to proposer with more than ten (10) years of demonstrated and successful experience.

2) Describe and demonstrate the proposer's experience applying GAAP principals to audits and related services to local government units, employee retirement systems, public utilities, school districts and health and hospital systems;

3) Information regarding the scope and duration that the proposer either provided or hosted training sessions for continuing educational requirements as specified by the USGAO Government Auditing Standards and the CPE program;

4) Information regarding the scope and duration that the proposer worked with governmental agencies in obtaining the CAEFR from the GFOA.

In addition:

5) Attach a listing of at least three (3) relevant references, including the name of the reference entity, a brief statement describing the relationship between the proposer or proposed sub-contractor, as applicable, and the reference entity, and the name, title and telephone number of a contact person at the reference entity, for the proposer and each proposed sub-contractor if any. References from entities of similar size and complexity to the City, and/or for which the Firm or key staff members have provided similar services to those to be provided under this RFP, are preferable to less relevant references.

6) Attach, for each key staff position that will be utilized by the proposer if selected (including, but not limited to, the City Partner, the System Partner, the partners assigned to each of the individual Clients, and all auditors and accountants) a resume and/or description of the qualifications that will be required of such key staff if they have not yet been identified. In addition, provide a statement certifying that the proposed key staff will be available for the duration of the project. Furthermore, include a statement confirming that all professional staff assigned will comply with their profession's continuing education and professional development requirements.

7) In addition to identifying the key staff positions that the proposer intends to use, please indicate which Client such staff will be assigned to. This could be demonstrated in the form of an organizational chart.

d. *Organizational Capability*

Demonstrate the proposer's organizational (e.g., programmatic, managerial and financial) capability to provide the work described in Section III. Specifically address the following:

1) Describe and demonstrate the effectiveness of the proposer's plan to ensure that an adequate number of experienced staff will be available to provide the Services set forth in Section III above;

2) Describe and demonstrate proposer's capability to conduct multiple complex audits with multiple large clients of a similar size and scope as the City and the Related Entities together; and

3) Describe and demonstrate the proposer's capability to provide the training described in Section III to the City's and Related Entities' staff.

In addition:

4) Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer's organization – specifically, indicate how each Client will be represented by the proposer;

5) Attach a copy of the proposer's latest audit report or certified financial statement, or a statement as to why no report or statement is available; and

6) Attach a copy of the proposer's most recent peer review report.

The Comptroller's assumptions regarding contractor approach as set forth above represent what the Comptroller's office believes would achieve its goals and objectives. However, proposers are encouraged to propose any approach that they believe will most likely achieve the Comptroller's goals and objectives. Proposers may also propose more than one (1) approach. However, if an alternative approach affects other areas of the proposal such as experience, organizational capability or price, that alternative approach should be submitted as a complete and separate proposal providing all the information specified in Section IV of this RFP.

a. Independence

Provide in detail all pertinent information that substantiates the proposer's (including any affiliates of the proposer) relationship with the City, Related Entities, and the System and/or the City Components as of the release date of the RFP.

Specifically, provide details for the following:

i. Which City departments or agencies, Related Entities, or City Components does the proposer and/or its affiliates have a relationship with (and the contract number or PIN if known);
ii. A description of work performed under each relationship;
iii. The total payment the proposer received for each relationship;
iv. Whether the relationship is with the proposer or an affiliate and the identity of the affiliate;
v. Term of relationship;
vi. List of partners and executive team assigned;
vii. Description of potential conflicts or a statement as to why such relationships do not constitute a conflict of interest relative to performing the Services; and
viii. Description of the Firm's plan to remedy identified independence issues.

2. Acknowledgment of Addenda

The Acknowledgment of Addenda form (Attachment B) serves as the proposer's acknowledgment of the receipt of any addenda to this RFP that may have been issued by the Comptroller's Office prior to the Proposal Due Date and Time set forth in Section I above. The proposer must complete this form as instructed on the form.

3. Cost Proposal

a. Cost Proposal Overview

Proposers are encouraged to propose innovative payment structures. The Comptroller's Office reserves the right to select any payment structure that is in the City's best interest. For the purposes of comparison, proposers should submit a Price Proposal that meets the standards below.

Proposers responding to this RFP must complete and submit their cost proposals by completing Attachment C (CI – CIV), which are included in Attachment C ("Cost Proposal"). **Note**: No Cost Proposal will be accepted or considered that does not comply with the requirements, structure and/or criteria set forth in this RFP and summarized in Attachment C.

b. Attachment CI – CIV

Proposers must enter the fixed fee for each scope of work as described below in accordance with the requirements included in Section III of this RFP:

i. Attachment CI: Fixed cost for City Audit;
ii. Attachment CII: Fixed cost for Federal and Other Single Audits;
iii. Attachment CIII: Training Fees, as per hours noted in Section III B 6 (b) of this RFP; and
iv. Attachment CIV: Fixed cost for The System Audit.

Attachment C – Total Cost will calculate the total costs for the Firm for all four years.

c. Transition Costs

The Comptroller's Office will not be responsible for reimbursing the successful proposer for any costs relating to the transition of the responsibilities for services provided under the current contract to the new Firm (if applicable) upon expiration or termination of the existing agreement.

C. Proposal Package Contents

For ease of submission, Proposers should utilize the Submission Checklist (Attachment A) provided within this RFP.

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SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Comptroller's Office will be reviewed to determine whether they meet the Minimum Qualification Requirements that are set forth in *Section II.D* of this RFP. Proposals that do not meet the Minimum Qualification Requirements, or that do not comply with the specifications or material terms and conditions of this RFP, shall be rejected as non-responsive.

The Agency's Evaluation Committee will first evaluate all responsive proposals on their technical merits without reference to prices. The technical evaluation phase may include preliminary and final rounds, as well as discussions and/or technical Best and Final Offers (BAFOs).

After the Evaluation Committee has completed the technical proposal scoring, a **10% quantitative preference** will be applied to the total technical score for those proposals submitted by **either New York City or New York State certified M/WBEs**. Once this quantitative preference is applied, total adjusted scores for each responsive technical proposal will be recorded (if applicable) to determine all final technical scores.

Once technical scores have been finalized for each responsive proposal, the Comptroller's Office will then open each of the corresponding price proposals of the proposers still under consideration for award. The Comptroller's Office will then determine the price proposal score using the formula identified in paragraph (B)(2) of this Section V below. If deemed advantageous, price proposal BAFOs may be requested. Proposals may be re-evaluated after discussions and/or submission of BAFOs.

At any point during the evaluation process, the Comptroller's Office reserves the right to conduct interviews and/or to request that proposers make presentations and/or demonstrations, as the Comptroller's Office deems applicable and appropriate. Tentative timeframe for presentations is January 17, 2024. Although discussions may be conducted with proposers submitting acceptable proposals, the Audit Committee, acting through the Comptroller's Office, reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical proposal and price terms.

B. Evaluation Criteria

Responsive proposals will be evaluated based on the following criteria:

1. **Technical Proposal**

a.	Proposed Approach	30 Points
b.	Experience	30 Points
c.	Organizational Capabilities	30 Points
	Total Points	90 Points

2. **Cost Proposal** Total Points 10 Points

The Cost Proposal containing the lowest overall amount for the four-year Term is given the maximum 10 points identified for this Cost Proposal section. Point allocation for the remaining Cost Proposals will be determined using the following formula:

Cost Proposal Point Score = (Lowest Cost Proposal ÷ Proposed Cost Proposal) x Maximum Cost Proposal Points (10)

EXAMPLE:
• Vendor A Cost Proposal = $100 (lowest)
• Vendor B Cost Proposal = $200
• Vendor A Cost Proposal Score = ($100 ÷ $100) x 10 = 10
• Vendor B Cost Proposal Score = ($100 ÷ $200) x 10 = 5
Final Total Score (Technical + Cost Proposal) = 100

C. Basis for Contract Award

A contract will be awarded to the responsive and responsible proposer who submitted the highest rated proposal as determined by the Evaluation Committee taking into consideration the evaluation criteria set forth in this RFP. Contract award will be subject to (1) a determination of vendor responsibility, (2) the timely completion of contract negotiations between the Comptroller's Office and the selected proposer, and (3) contract registration pursuant to Section 328 of the New York City Charter. Notwithstanding the above, by soliciting proposals, the Comptroller is not obligated to award any contract, or to award a contract for the performance of the entire scope of services.

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SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints

The Comptroller's Office is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Bureau of Contract Administration, 1 Centre Street, Room 727, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws

This Request For Proposal and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010 or at: http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml.

C. General Contract Provisions

Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Comptroller's Office utilizes other than the formal Appendix A, in substantially the form that they appear in the Comptroller's Office's general contract provisions. A copy of the applicable document is attached to this RFP for review as Appendix A.

D. Contract Award

Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite Procurement and Sourcing Solutions Portal (PASSPORT) Questionnaires/Certification of No Change review of the Information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity. Although not required at this time, PASSPORT Questionnaires and Supply and Services Reports are available from the Comptroller's Web site, www.comptroller.nyc.gov. Select "Services/For Businesses/Doing Business with the Comptroller/Questionnaires and Forms".

E. Proposer Appeal Rights

Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Department non-responsiveness determinations and Department non-responsibility determinations and to protest a Department's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts

Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Department to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Comptroller's Office will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy

Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

H. Prices Irrevocable

Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Comptroller's Office prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Comptroller's Office to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets

Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City and any information so identified may be disclosed if required by law.

J. RFP Postponement/Cancellation

The City reserves the right to postpone or cancel this RFP, in whole or in part, and/or reject all proposals.

K. Proposer Costs

Proposers will not be reimbursed for any costs incurred to prepare proposals.

L. VENDEX/PASSPORT Fees

Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX/PASSPort system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350. The estimated value for each contract resulting from this RFP is estimated to be above $1million.

M. Whistleblower Protection Expansion Act Rider

Local Law Nos. 30 and 33 of 2012 codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Attachment G "Whistleblower Protection Expansion Act Rider", carefully.

N. Subcontractor Compliance Notice

The selected vendor will be required to utilize the City's web-based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. The City's web-based subcontractor reporting system is located online at the Payee Information Portal (PIP) at: www.nyc.gov/pip.

O. Charter Section 312(a) Certification

☒ The Comptroller's Office has determined that the contract(s) to be awarded through this RFP will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

☐ The Comptroller's Office has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.

☐ The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.

______________________ 10/31/2023

Agency Chief Contracting Officer — Date

Displacement Determination Form – Pursuant to City Charter § 312(a)

(for PSRs or equivalent pre-procurement documents)

If you have any questions about Local Law 63 or about completing this form, please contact the Mayor's Office of Contract Services at LL63@mocs.nyc.gov.

This form must be used to certify whether or not there is displacement in the instant contracting action, as defined in City Charter § 312(a) (as amended by Local Law 63 of 2011). You can either certify that there is no displacement by completing Part 1 of this form, or you can certify that there is displacement by completing Part 2 of this form. If the contract that you are awarding is a task order contract that does not simultaneously result in the award of a first task order, then you must check the box on the bottom of this page; displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract.

Procurement Description:

EPIN: 01524ACC67043

Your Name: John Katsorhis

Phone: **Email:** accountrfps@comptroller.nyc.gov

Please specifically identify the core service being procured.

FY24NComptroller80

The City of New York ("City") is seeking an appropriately qualified independent certified public accounting firm ("Firm") from the Comptroller's current prequalified list of Auditors to conduct the audit of the City's financial statements, prepare management letters, conduct legally required Single Audits, and other related services ("Services"). The selected Firm will provide the Services, as appropriate, to the City and its various related entities ("Related Entities") including, but not limited to the New York City Department of Education ("DOE"), the five (5) major New York City Retirement Systems ("Retirement Systems"), the New York City Department of Health and Mental Hygiene ("DOHMH"), WNYE Channel 25 ("Station"), Section 8 Housing Choice Voucher Program ("Section 8"), and NYC Other Post-Employment Benefits Plan ("Plan"), for the City's fiscal years ending June 30 ("Fiscal Year").

☐ If the contract to be awarded through this solicitation is a task order contract (multiple or single award and multiple or single agency) that does not simultaneously result in the award of a first task order, then displacement determinations will be made in conjunction with the issuance of task orders pursuant to the subject contract. (Check this box *only* if you are completing this form for a task order contract that will *not* simultaneously result in the award of the first task order. If you check this box, do not fill out the remainder of this form.)

If the contract to be awarded through this solicitation *does* simultaneously result in the award of a first task order, then the displacement determination for that first task order must be done prior to issuance of the solicitation and you must complete the remainder of this form.

Part 1: Certification of No Displacement

☒ **The Agency has determined that the contract resulting from this procurement action *will not* result in the displacement of any City employee within this Agency, as defined by Charter § 312(a).**

The basis upon which the Agency has made this determination:

Do any civil service and/or job titles within this Agency currently perform the services solicited and/or services of a substantially similar nature or purpose? Yes ☒ No ☒

If so, list the names of such titles and the extent to which Agency employees within such titles currently perform such services.

Do the solicited services expand, supplement, or replace existing services? Yes ☐ No ☒

Include a detailed description comparing the solicited services with such existing services.

Is there capacity within the Agency to perform the solicited services? Yes ☐ No ☒

If not, provide a detailed description specifying the ways in which the Agency lacks such capacity.

New York City Charter Section 95 requires an annual audit of the consolidated operating accounts of the City by a firm or firms of certified public accountants.

For the term of the proposed contract, list the projected headcount of employees within such titles or employees who perform such services and/or services of a substantially similar nature or purpose.

☐ Check this box to confirm that none of the below events have occurred within the Agency in the three-year period preceding the date the Agency intends to issue the invitation for bids, request for proposal, or other solicitation, or renew or extend an existing contract.

- The displacement of a City employee within the agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or

- The announcement of spending reductions in connection with a budgetary program, including but not limited to a Program to Eliminate the Gap, that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose; or
- Any other statement by an Agency or by the Mayor of a specific anticipated employment action that could result or has resulted in the displacement of a City employee within the Agency who performs or has performed the services sought by the proposed contract and/or services of a substantially similar nature or purpose.

List any other bases for the Agency's determination that the contract resulting from this procurement action will not result in the displacement of any City employee within this Agency.

Part 2: Certification of Displacement

☐ **The agency has determined that displacement, as defined by Charter § 312(a), has or will occur as a result of this contracting action. The agency has performed the required cost-benefit analysis, as described in Charter § 312(a).**

ATTACHMENT A
SUBMISSION CHECKLIST

PIN # 01524ACC67043

RFP for Financial Statement and Single Audits **PIN # 01524ACC67043**	
Name of Proposer:	Authorized Officer Email Address:
Name of Authorized Officer:	Authorized Officer Phone #:

Note: Each proposal must include all of the items listed below and should have this checklist as the cover page. Failure to submit the items listed below may lead to a non-responsive determination.

CHECK EACH ITEM TO INDICATE INCLUSION IN YOUR PROPOSAL

☐ **Document 1: Technical Proposal**
- ☐ Submission Checklist (**Attachment A**)
- ☐ Signed Acknowledgement of Addenda form (**Attachment B**)
- ☐ Proposed Approach
- ☐ Experience
- ☐ Organizational Capabilities

☐ **Document 2: Cost Proposal (Attachment C)**

☐ **Document 3: Signed Doing Business Data Form (Attachment D)**

☐ **Document 4: Signed & Notarized Certification of Compliance with the Iran Divestment Act (Attachment E)**

☐ **Document 5: Completed Tax Identification and Affirmation Form (Attachment F)**

☐ **Document 6: Whistleblower Protection and Expansion Act Rider (Attachment G)**

☐ **Document 7: Subcontractor Tracking Notice (Attachment H)**

☐ **Document 8: M/WBE Schedule B – Subcontractor Utilization Plan/Waiver Application (Attachment I)**

ATTACHMENT B
ACKNOWLEDGEMENT OF ADDENDA FORM

REQUEST FOR PROPOSALS FOR **FINANCIAL STATEMENT AND SINGLE AUDITS**

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE.

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP:

ADDENDUM #1, DATED________________________, 2023

ADDENDUM #2, DATED________________________, 2023

ADDENDUM #3, DATED________________________, 2023

ADDENDUM #4, DATED________________________, 2023

ADDENDUM #5, DATED________________________, 2023

ADDENDUM #6, DATED________________________, 2023

ADDENDUM #7, DATED________________________, 2023

ADDENDUM #8, DATED________________________, 2023

ADDENDUM #9, DATED________________________, 2023

PART II: ___ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

PROPOSER (NAME)
PROPOSER (EMAIL ADDRESS)

DATE

PROPOSER (SIGNATURE)

ATTACHMENT C
COST PROPOSAL

The Cost Proposal Worksheet is included in this RFP as a PDF document for reference. Attachment C will also be available as a separate, downloadable Excel spreadsheet.

REQUEST FOR PROPOSALS FOR FINANCIAL STATEMENTS, SINGLE AUDITS AND RELATED SERVICES

ATTACHMENT C

AUDITS FOR THE CITY OF NEW YORK (FY 2024-2027)

FIRM NAME: ____________________________

Required Deliverables and Tasks - CI City Audit Fixed Cost		Cost
CI	FY 2024	$0
	FY 2025	$0
	FY 2026	$0
	FY 2027	$0
Total for Cost Sheet CI		**$0**

Required Deliverables and Tasks - CII Proposed Annual Fixed Price for Federal Single Audits & Other Single Audits		Cost
CII	FY 2024	$0
	FY 2025	$0
	FY 2026	$0
	FY 2027	$0
Total for Cost Sheet CII		**$0**

Required Deliverables and Tasks - CIII Training Fees		Cost
CIII	FY 2024	$0
	FY 2025	$0
	FY 2026	$0
	FY 2027	$0
Total for Cost Sheet CIII		**$0**

Required Deliverables and Tasks - CIV The System Financial Statement Audit Proposal Fixed Cost		Cost
CIV	FY 2024	$0
	FY 2025	$0
	FY 2026	$0
	FY 2027	$0
Total for Cost Sheet CIV		**$0**

COST SHEETS SUMMARY	Cost
FY 2024	$0
FY 2025	$0
FY 2026	$0
FY 2027	$0
*Total City Audit Services for All Cost Sheets	**$0**

**Total does not include The System, as this will be evaluated separately from the City audit contract price.*

REQUEST FOR PROPOSALS FOR FINANCIAL STATEMENTS, SINGLE AUDITS AND RELATED SERVICES

ATTACHMENT C-I: CITY AUDIT FIXED COST

FIRM NAME: ______________________________

COST TABLE C-I: PROPOSED ANNUAL FIXED COST FOR THE CITYWIDE AUDIT

Fiscal Year	Proposed Fixed Cost
FY 2024	$ -
FY 2025	$ -
FY 2026	$ -
FY 2027	$ -
Total Fixed Cost	**$ -**

REQUEST FOR PROPOSALS FOR FINANCIAL STATEMENTS, SINGLE AUDITS AND RELATED SERVICES

ATTACHMENT C

AUDITS FOR THE CITY OF NEW YORK (FY 2024-2027)

FIRM NAME:

COST TABLE C-II: PROPOSED ANNUAL FIXED PRICE FOR FEDERAL SINGLE AUDITS AND OTHER SINGLE AUDITS

Fiscal Year	Proposed Fixed Cost
FY 2024	$ -
FY 2025	$ -
FY 2026	$ -
FY 2027	$ -
Total Fixed Cost	**$ -**

REQUEST FOR PROPOSALS FOR FINANCIAL STATEMENTS, SINGLE AUDITS AND RELATED SERVICES

ATTACHMENT C

AUDITS FOR THE CITY OF NEW YORK (FY 2024-2027)

FIRM NAME: ______________________________

COST TABLE C-III: TRAINING FEES

Fiscal Year	Proposed Fixed Cost
FY 2024	$ -
FY 2025	$ -
FY 2026	$ -
FY 2027	$ -
Total Fixed Cost	$ -

REQUEST FOR PROPOSALS FOR FINANCIAL STATEMENTS, SINGLE AUDITS AND RELATED SERVICES

ATTACHMENT C: CITY AUDIT FIXED COST

FIRM NAME: ______________________________

COST TABLE C-IV: THE SYSTEM FINANCIAL STATEMENT AUDIT PROPOSED FIXED COST *

Fiscal Year	Proposed Fixed Cost
FY 2024	$ -
FY 2025	$ -
FY 2026	$ -
FY 2027	$ -
Total Fixed Cost	**$ -**

* The System's relevant financial information is part of the City's A-133 audit (Single Audits) and should not be included in the pricing for The System Financial Statement Audit.

ATTACHMENT D
DOING BUSINESS DATA FORM

The Doing Business Data Form is available on the Comptroller's RFP page:
https://comptroller.nyc.gov/services/for-businesses/doing-business-with-the-comptroller/rfps-solicitations/

Mayor's Office of Contract Services

What is the purpose of the Doing Business Data Form (DBDF)?

To collect accurate, up-to-date identification information about organizations that have business dealings with the City of New York in order to comply with Local Law 34 of 2007 (LL 34), a campaign finance reform law. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of entities doing business with the City and mandates the creation of a Doing Business Database to allow the City to enforce the law. The information requested in this DBDF must be provided, regardless of whether the organization or the people associated with it make or intend to make campaign contributions. No sensitive personal information collected will be disclosed to the public.

Why have I received this DBDF?

The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this DBDF is completed. Most transactions valued at more than $5,000 are considered business dealings and require completion of the Doing Business Data Form. Exceptions include transactions awarded on an emergency basis or by "conventional" competitive sealed bid (i.e. bids that do not use a prequalified list or "Best Value" selection criteria.) Other types of transactions that are considered business dealings include real property and land use actions with the City.

What individuals will be included in the Doing Business Database?

The principal officers, owners and certain senior managers of organizations listed in the Doing Business Database are themselves considered to be doing business with the City and will be included in the Database.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer, or their functional equivalents. See the DBDF for examples of titles that apply.
- **Principal Owners** are individuals who own or control 10% of more of the organization. This includes stockholders, partners and anyone else with an ownership or controlling interest in the entity.
- **Senior Managers** include anyone who, either by job title or actual duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any contract, concession, franchise, grant or economic development agreement with the City. At least one Senior Manager must be listed or the Data Form will be considered incomplete.

NEW FOR 2018: As of January 2018, the DBDF must report organizations, as well as individuals, that own 10% or more of the entity. A DBDF with such a certification, filed as a full (never filed before) or as a change form, must be submitted before an entity can then file a DBDF that indicates no changes since the previous form. Contact DBA at 212-788-8104 or at doingbusiness@mocs.nyc.gov to inquire if DBA has received such a form.

I have already completed a Doing Business Data Form, do I have to submit another one?

Yes. An organization is required to submit a DBDF each time it enters into a transaction considered a business dealing with the City, including contract, concession and franchise proposals. However, the DBDF has both a Change option, which requires only information that has changed since the last DBDF was filed, and a No Change option. No organization should have to fill out the entire DBDF more than once.

If you have already submitted a DBDF for one transaction type (such as a contract), and this is the first time you are completing a DBDF for a different transaction type (such as a grant), please select the Change option and complete Section 4 (Senior Managers) for the new transaction type.

Will the personal information on the DBDF be available to the public?

No. The names and titles of the officers, owners and senior managers reported on the DBDF will be made available to the public, as will information about the organization itself. However, personal identifying information, such as home address and date of birth, will not be disclosed to the public, and home address will not be used for communication purposes.

I provided some of this information in PASSPort; do I have to provide it again?

Yes. Although a Doing Business Data Form and PASSPort request some of the same information, they serve entirely different purposes. In addition, the DBDF requests information concerning senior managers, which is not in PASSPort.

What organizations will be included in the Doing Business Database?

Organizations that hold $100,000 or more in grants, contracts for goods or services, franchises or concessions ($500,000 for construction contracts), or that hold any economic development agreement or pension fund investment contract, are considered to be doing business with the City for the purposes of LL 34. <u>Because all of the business that an organization does or proposes to do with the City will be added together, the DBDF must be completed for all transactions valued at more than $5,000 even if the organization doesn't currently do enough business with the City to be listed in the Database.</u>

No one in my organization plans to contribute to a candidate; do I have to fill out this DBDF?

Yes. All organizations are required to return this DBDF with complete and accurate information, regardless of the history or intention of the entity or its officers, owners or senior managers to make campaign contributions. The Doing Business Data Form must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

My organization is proposing on a contract with another firm as a Joint Venture that does not exist yet; how should the Data Form be completed?

A joint venture that does not yet exist must submit a DBDF for each of its component firms. If the joint venture receives the award, it must then complete a form in the name of the joint venture.

How long will an organization and its officers, owners and senior managers remain listed on the Doing Business Database?

- **Contract, Concession and Economic Development Agreement holders**: generally for the term of the transaction, plus one year.
- **Franchise and Grant holders**: from the commencement or renewal of the transaction, plus one year.
- **Pension investment contracts**: from the time of presentation on an investment opportunity or the submission of a proposal, whichever is earlier, until the end of the contract, plus one year.
- **Line item and discretionary appropriations**: from the date of budget adoption until the end of the contract, plus one year.
- **Contract proposers**: for one year from the proposal date or date of public advertisement of the solicitation, whichever is later.
- **Franchise and Concession proposers**: for one year from the proposal submission date.

For information on other transaction types, contact the Doing Business Accountability Project.

How does a person remove him/herself from the Doing Business Database?

When an organization stops doing business with the City, the people associated with it are removed from the Database automatically. However, any person who believes that s/he should not be listed may apply for removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the organization. Organizations may also update their database information by submitting an update form. Removal Request and Update forms are available online https://www1.nyc.gov/site/mocs/resources/forms.page or by calling 212-788-8104.

What are the campaign contribution limits for people doing business with the City?

Contributions to City Council candidates are limited to $250 per election cycle; $320 to Borough President candidates; and $400 to candidates for citywide office. Please contact the NYC Campaign Finance Board for more information at www.nyccfb.info, or 212-306-7100.

The DBDF is to be returned to the City office that issued it.

If you have any questions about the Doing Business Data Form please contact the Doing Business Accountability Project at 212-788-8104 or doingbusiness@mocs.nyc.gov.

Mayor's Office of Contract Services

Doing Business Data Form

To be completed by the City agency prior to distribution Agency NYC Comptroller Transaction ID 01524ACC67043

Check One

☒ Proposal ☐ Award

Transaction Type (check one)

☐ Concession ☐ Economic Development Agreement ☐ Franchise ☐ Grant ☐ Pension Investment Contract ☒ Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the enitity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Entity Information

*If you are completing this form by hand, **please print clearly.***

Entity EIN/TIN ______________ Entity Name ______________

Filing Status

NEW: *Data Forms submitted now must include the listing of* ***organizations,*** *as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.*

(Select One)

☐ Entity has never completed a Doing Business Data Form. Fill out the entire form.

☐ Change from previous Data Form dated ______________. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*

☐ No Change from previous Data Form dated ______________. *Skip to the bottom of the last page.*

Entity is a Non-Profit ☐ Yes ☐ No

Entity Type ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type) ☐ Sole Proprietor ☐ Other (specify) ______________

Address ______________

City ______________ State ______________ Zip ______________

Phone ______________ E-mail ______________

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database,* and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer ☐ This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name ______________ MI ____ Last ______________ Birth Date (mm/dd/yy) ______________

Office Title ______________ Employer (if not employed by entity) ______________

Home Address ______________

☐ This person replaced former CEO ______________ on date ______________

Chief Financial Officer (CFO) or equivalent officer ☐ This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name ______________ MI ____ Last ______________ Birth Date (mm/dd/yy) ______________

Office Title ______________ Employer (if not employed by entity) ______________

Home Address ______________

☐ This person replaced former CFO ______________ on date ______________

Chief Operating Officer (COO) or equivalent officer ☐ This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name ______________ MI ____ Last ______________ Birth Date (mm/dd/yy) ______________

Office Title ______________ Employer (if not employed by entity) ______________

Home Address ______________

☐ This person replaced former COO ______________ on date ______________

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity.** If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

☐ The entity is not-for-profit ☐ The entity is an individual ☐ No individual or organization owns 10% or more of the entity

Other (explain) ____________________

Individual Owners (who own or control 10% or more of the entity)

First Name ____________ MI ____ Last ____________ Birth Date (mm/dd/yy) ____________

Office Title ____________ Employer (if not employed by entity) ____________

Home Address ____________________

First Name ____________ MI ____ Last ____________ Birth Date (mm/dd/yy) ____________

Office Title ____________ Employer (if not employed by entity) ____________

Home Address ____________________

Organization Owners (that own or control 10% or more of the entity)

Organization Name ____________________

Organization Name ____________________

Organization Name ____________________

Remove the following previously-reported Principal Owners

Name ____________________ Removal Date ____________

Name ____________________ Removal Date ____________

Name ____________________ Removal Date ____________

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name ____________ MI ____ Last ____________ Birth Date (mm/dd/yy) ____________

Office Title ____________ Employer (if not employed by entity) ____________

Home Address ____________________

First Name ____________ MI ____ Last ____________ Birth Date (mm/dd/yy) ____________

Office Title ____________ Employer (if not employed by entity) ____________

Home Address ____________________

First Name ____________ MI ____ Last ____________ Birth Date (mm/dd/yy) ____________

Office Title ____________ Employer (if not employed by entity) ____________

Home Address ____________________

Remove the following previously-reported Senior Managers

Name ____________________ removal date ____________

Name ____________________ removal date ____________

Certification

I certify that the information submitted on these two pages and ____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name ____________________ Title ____________

Entity Name ____________________ Work Phone # ____________

Signature ____________________ Date ____________

ATTACHMENT E

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165- a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[*Please Check One*]

☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165- a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: New York

________________, 2023

____
SIGNATURE

____
PRINTED NAME

____
TITLE

Sworn to before me this________day of___________, 2023

____
Notary Public

ATTACHMENT F

TAX IDENTIFICATION AND AFFIRMATION FORM

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to received public contracts except: ____________________________.

Full Name of Proposer or Bidder: ____

Address: ______________________________________ PHONE: (___) _____-_______

City: ____ State: _____ Zip Code ___________

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - **Individual or Sole Proprietorship***
SOCIAL SECURITY NUMBER: ________________________

☐ B - **Partnership, Joint Venture or Other Unincorporated Organization**
EMPLOYER IDENTIFICATION NUMBER: ________________________

☐ C - **Corporation**
EMPLOYER IDENTIFICATION NUMBER: _________________________

If a Corporation place seal here:

By:_________________________________
Signature

____
Title

Must be signed by an officer or duly authorized representative.

* "Under the Federal Privacy Act the furnishing of Social Security numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying businesses which seek City contracts."

ATTACHMENT F

WHISTLEBLOWER PROTECTION AND EXPANSION ACT RIDER

The contract awarded from this RFP shall include a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of $100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act ("WPEA"), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistle-blowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

(a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) The City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

(b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

(c) Contractor shall post a notice provided by The City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

(i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
(ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

(d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

(e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of $100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at $100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

By Council Members Garodnick, Barron, Brewer, Chin, Dromm, Ferreras, Fidler, Gennaro, Gentile, Jackson, James, Koppell, Lander, Mark-Viverito, Mealy, Mendez, Palma, Rose, Seabrook, Vann, Williams, Nelson, Foster, Van Bramer, Halloran and Koo

A Local Law to amend the administrative code of The City of New York, in relation to requiring city contractors and subcontractors to post information concerning their employees' reporting of fraud, false claims, criminality or corruption and their whistleblower protection rights.

Be it enacted by the Council as follows:

Section 1. Title 6 of the administrative code of The City of New York is amended by adding a new section 6-132 to read as follows:

§6-132. Posting of notice of whistleblower protection rights.

a. Definitions. For the purposes of this section, the following terms shall have the following meanings:

(1) "Contract" shall mean any written agreement, purchase order or instrument valued in excess of one hundred thousand dollars or more pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a contractor and a subcontractor.

(2) "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from The City treasury.

(3) "Contractor" shall mean a person or business entity who is a party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and “subcontractor” shall mean a person or entity who is a party to a contract with a contractor valued in excess of one hundred thousand dollars.

b. Posting of information about reporting fraud, false claims, criminality or corruption. Every contractor or subcontractor having a contract valued in excess of one hundred thousand dollars or more shall post a notice, in a prominent and accessible place on any site where work pursuant to such contract or subcontract is performed, containing information about

(1) how its employees can report to the New York city department of investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with such contract or subcontract, and

(2) the rights and remedies afforded to its employees under sections 7-805 and 12-113 of the administrative code for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with such contract or subcontract.

c. Contract provisions. Every city contract or subcontract valued in excess of one hundred thousand dollars shall contain a provision detailing the requirements of this section. If a contracting agency determines that there has been a violation of this section, it shall take such action it deems appropriate consistent with the remedies available under the contract or Subcontract.

d. Nothing in this section shall be construed to limit an agency's authority to cancel or terminate a contract, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification, or otherwise deny a contractor city business.

§2. This local law shall take effect 120 days after its enactment into law and shall apply to contracts and subcontracts for which bids or proposals are first solicited after such effective date; provided, however, that the commissioner of investigation and The City's chief procurement officer shall take such measures as are necessary for its implementation, including the promulgation of rules, prior to such effective date.

By Council Members Garodnick, Halloran, Dromm, Barron, Brewer, Ferreras, Fidler, Gentile, Jackson, James, Koo, Koppell, Lander, Levin, Mark-Viverito, Palma, Rose, Sanders Jr., Seabrook, Van Bramer, Vann, Williams, Rivera, Rodriguez, Foster, Chin, Mealy, Gennaro and Ulrich

A Local Law to amend the administrative code of The City of New York, in relation to extending whistleblower protection for officers and employees of city contractors and subcontractors.

Be it enacted by the Council as follows:

Section 1. This bill shall be known and may be cited as the "Whistleblower Protection Expansion Act."

§ 2. Section 12-113 of the administrative code of The City of New York, as amended by local law number 10 for the year 2003, paragraphs 4, 5 and 6 of subdivision a and paragraph 3 of subdivision b as added by local law number 25 for the year 2007, and subdivision f as amended by local law number 25 for the year 2007, is amended to read as follows:

§ 12-113 Protection of sources of information. a. Definitions. For purposes of this section:

1. "Adverse personnel action" shall include dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

2. "Remedial action" means an appropriate action to restore the officer or employee to his or her former status, which may include one or more of the following:

(i) reinstatement of the officer or employee to a position the same as or comparable to the position the officer or employee held or would have held if not for the adverse personnel action, or, as appropriate, to an equivalent position;

(ii) reinstatement of full seniority rights;

(iii) payment of lost compensation; and

(iv) other measures necessary to address the effects of the adverse personnel action.

3. "Commissioner" shall mean the commissioner of investigation.

4. "Child" shall mean any person under the age of nineteen, or any person ages nineteen through twenty-one if such person receives instruction pursuant to an individualized education plan.

5. "Educational welfare" shall mean any aspect of a child's education or educational environment that significantly impacts upon such child's ability to receive appropriate instruction, as mandated by any relevant law, rule, regulation or sound educational practice.

6. "Superior officer" shall mean an agency head, deputy agency head or other person designated by the head of the agency to receive a report pursuant to this section, who is employed in the agency in which the conduct described in such report occurred.

7. <u>"Contract" shall mean any written agreement, purchase order or instrument having a value in excess of one hundred thousand dollars pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a covered contractor and a covered subcontractor. Such term shall not include contracts or subcontracts resulting from emergency procurements or that are government-to-government procurements.</u>

8. <u>"Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from The City Treasury.</u>

9. "Covered contractor" shall mean a person or business entity who is a party or a proposed party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "covered subcontractor" shall mean a person or entity who is a party or a proposed party to a contract with a covered contractor valued in excess of one hundred thousand dollars.

10. "Officers or employees of an agency of The City" shall be deemed to include officers or employees of local development corporations or other not-for-profit corporations that are parties to contracts with contracting agencies and the governing boards of which include city officials acting in their official capacity or appointees of city officials. Such officers and employees shall not be deemed to be officers or employees of a covered contractor or covered subcontractor.

b. 1. No officer or employee of an agency of The City shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by another city officer or employee, which concerns his or her office or employment, or by persons dealing with The City, which concerns their dealings with The City, (i) to the commissioner, or (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner. For purposes of this subdivision, an agency of The City shall be deemed to include, but not be limited to, an agency the head or members of which are appointed by one or more city officers, and the offices of elected city officers.

2. No officer or employee of a covered contractor or covered subcontractor shall take an adverse personnel action with respect to another officer or employee of such contractor or subcontractor in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve

corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee of such contractor or subcontractor, which concerns a contract with a contracting agency, (i) to the commissioner, (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner, or (iii) to The City chief procurement officer, agency chief contracting officer, or agency head or commissioner of the contracting agency, who shall refer such report to the commissioner.

3. Every contract or subcontract in excess of one hundred thousand dollars shall contain a provision detailing the provisions of paragraph two of this subdivision and of paragraph two of subdivision e of this section.

[2.] 4. Upon request, the commissioner, council member, public advocate or comptroller receiving the report of alleged adverse personnel action shall make reasonable efforts to protect the anonymity and confidentiality of the officer or employee making such report.

[3.] 5. No officer or employee of an agency of The City shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to present a substantial and specific risk of harm to the health, safety or educational welfare of a child by another city officer or employee, which concerns his or her office or employment, or by persons dealing with The City, which concerns their dealings with The City, (i) to the commissioner, (ii) to a council member, the public advocate, the comptroller or the mayor, or (iii) to any superior officer.

c. An officer or employee (i) of an agency of The City, or (ii) of a public agency or public entity subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter who believes that another officer or employee has taken an adverse personnel action in violation of subdivision b of this section may report such action to the commissioner.

d. 1. Upon receipt of a report made pursuant to subdivision c of this section, the commissioner shall conduct an inquiry to determine whether retaliatory adverse personnel action has been taken.

2. Within fifteen days after receipt of an allegation pursuant to subdivision c of this section of a prohibited adverse personnel action, the commissioner shall provide written notice to the officer or employee making the allegation that the allegation has been received by the commissioner. Such notice shall include the name of the person in the department of investigation who shall serve as a contact with the officer or employee making the allegation.

3. Upon the completion of an investigation initiated under subdivision c of this section, the commissioner shall provide a written statement of the final determination to the officer or employee who complained of the retaliatory adverse personnel action. The statement shall include the commissioner's recommendations, if any, for remedial action, or shall state the commissioner has determined to dismiss the complaint and terminate the investigation.

e. 1. Upon a determination that a retaliatory adverse personnel action has been taken with respect to an officer or employee of an agency of The City in violation of paragraph one or five of subdivision b of this section, the commissioner shall without undue delay report his or her findings and, if appropriate, recommendations to the head of the appropriate agency or entity, who (i) shall determine whether to take remedial action and (ii) shall report such determination to the commissioner in writing. Upon a determination that the agency or entity head has failed to take appropriate remedial action, the commissioner shall consult with the agency or entity head and afford the agency or entity head reasonable opportunity to take such action. If such action is not taken, the commissioner shall report his or her findings and the response of the agency or entity head (i) if the complainant was employed by an agency the head or members of which are appointed by the mayor, to the mayor, (ii) if the complainant was employed by a non-mayoral agency of The City, to The City officer or officers who appointed the agency head, or (iii) if the complainant was employed by a public agency or other public entity not covered by the preceding categories but subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter, to the officer or officers who appointed the head of the public agency or public entity, who shall take such action as is deemed appropriate.

2. Any officer or employee of a covered contractor or covered subcontractor who believes that he or she has been the subject of an adverse personnel action in violation of paragraph two of subdivision b shall be entitled to bring a cause of action against such covered contractor or covered subcontractor to recover all relief necessary to make him or her whole. Such relief may include but shall not be limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorneys' fees. An officer or employee described in this paragraph may bring an action in any court of competent jurisdiction for such relief. An officer or employee who brings a cause of action pursuant to this paragraph shall notify the agency chief contracting officer or agency head or commissioner of the contracting agency of such action; provided, however, that failure to provide such notice shall not be a jurisdictional defect, and shall not be a defense to an action brought pursuant to this paragraph. This paragraph shall not be deemed to create a right of action against The City, any public agency or other public entity, or local development corporations or not-for-profit corporations the governing boards of which include city officials acting in their official capacity or appointees of city officials, nor shall any such public agency, entity or corporation be made a party to an action brought pursuant to this subdivision.

f. Nothing in this section shall be construed to limit the rights of any officer or employee with regard to any administrative procedure or judicial review, nor shall anything in this section be construed to diminish or impair the rights of a public employee or employer under any law, rule, regulation or collective bargaining agreement or to prohibit any personnel action which otherwise would have been taken regardless of any report of information made pursuant to this section.

g. Violation of this section may constitute cause for administrative penalties.

h. The commissioner shall conduct ongoing public education efforts as necessary to inform employees and officers of covered agencies <u>and contractors</u> of their rights and responsibilities under this section.

i. Not later than October thirty-first of each year, the commissioner shall prepare and forward to the mayor and the council a report on the complaints governed by this section during the preceding fiscal year. The report shall include, but not be limited to, the number of complaints received pursuant to this section, and the disposition of such complaints.

§ 3. This local law shall take effect ninety days after its enactment into law; provided, however, that the provisions of this local law shall apply only to contracts or subcontracts solicited or renewed on or after such effective date.

New York City Administrative Code section 7-805
Remedies of Employees.

b. (1) Any officer or employee of The City of New York who believes that he or she has been the subject of an adverse personnel action, as such term is defined in paragraph one of subdivision a of section 12-113 of the administrative code of The City of New York; or

(2) any officer or employee of The City or state of New York, who believes that he or she has been the subject of a retaliatory action, as defined by section seventy-five-b of the civil service law; or

(3) any non-public employee who believes that he or she has been the subject of a retaliatory action by his or her employer, as defined by section seven hundred forty of the labor law because of lawful acts of such employee in furtherance of a civil enforcement action brought under this section, including the investigation, initiation, testimony, or assistance in connection with, a civil enforcement action commenced or to be commenced under this section, shall be entitled to all relief necessary to make the employee whole. Such relief shall include but not be limited to: (i) an injunction to restrain continued discrimination, (ii) reinstatement to the position such employee would have had but for the discrimination or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

c. An employee described in subdivision a of this section may bring an action in any court of competent jurisdiction for the relief provided in this section.

ATTACHMENT H

SUBCONTRACTOR TRACKING NOTICE

PIN # 01524ACC67043

As of March 2013, The City has implemented a new web based subcontractor reporting system through The City's Payee Information Portal (PIP), available at www.nyc.gov/pip. In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of $100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from The City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

ATTACHMENT I

M/WBE SUBCONTRACTOR UTILIZATION PLAN/WAIVER

NOTICE TO ALL PROSPECTIVE CONTRACTORS

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARDAND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The **MBE and/or WBE Participation Goals** established for this Contract or Task Orders issued pursuant to this Contract, ("**Participation Goals**"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c) (30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non- responsive, unless Agency has granted the bidder or proposer, as applicable, a pre- award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART III). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

5. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multiyear contracts, such list shall also be submitted every year thereafter. The Agency may also require the Contractor to report periodically about the contracts awarded by its direct subcontractors to indirect subcontractors (as defined in Section 6-129(c) (22)). **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its**

intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor must identify all those to which it intends to award construction subcontracts for any portion of the Wicks trade work at the time of bid submission, regardless of what point in the life of the contract such subcontracts will occur. In identifying intended subcontractors in the bid submission, bidders may satisfy any Participation Goals established for this Contract by proposing one or more subcontractors that are MBEs and/or WBEs for any portion of the Wicks trade work. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing, MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6- 129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's **M/WBE** Utilization Plan, Agency shall take appropriate action, in accordance with Section 6-129 and Article II below, unless the Contractor has obtained a modification of its **M/WBE** Utilization Plan in accordance with Section 6-129 and Part A, Section 11 below.

9. Where an **M/WBE** Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds the greater of 10 percent of the Contract or Task Order, as applicable, or $500,000, Agency shall review the scope of work for the Contract or Task Order, as applicable, and the scale and types of work involved in the change order, and determine whether the **Participation Goals** should be modified.

10. Pre-award waiver of the **Participation Goals**. (a) A bidder or proposer, or contractor with respect to a Task Order, may seek a pre-award full or partial waiver of the **Participation Goals** in accordance with Section 6-129, which requests that Agency change one or more **Participation Goals** on the grounds that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, or by demonstrating that it has legitimate business reasons for proposing a lower level of subcontracting in its M/WBE Utilization Plan.

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part III (Page 5) of Schedule B and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency by email at MWBE@comptroller.nyc.gov. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of- business on the business day before such weekend or holiday date.

(c) If the Agency determines that the **Participation Goals** are unreasonable in light of the availability of certified firms to perform the services required, it shall revise the solicitation and extend the deadline for bids and proposals, or revise the Task Order, as applicable.

(d) Agency may grant a full or partial waiver of the **Participation Goals** to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its **M/WBE** Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the **Participation Goals**. In making such determination, Agency may consider whether the **M/WBE** Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

11. Modification of **M/WBE** Utilization Plan. (a) A Contractor may request a modification of its **M/WBE** Utilization Plan after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below $3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission**. The Agency may grant a request for Modification of a Contractor's **M/WBE** Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals.** In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

(i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;

(iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;

(vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

(b) The Agency may modify the **Participation Goals** when the scope of the work has been changed by the Agency in a manner that affects the scale and types of work that the Contractor indicated in its **M/WBE** Utilization Plan would be awarded to subcontractors.

12. If the Contractor was required to identify in its bid or proposal the MBEs and/or WBEs they intended to use in connection with the performance of the Contract or Task Order, substitutions to the identified firms may only be made with the approval of the Agency, which shall only be given when the Contractor has proposed to use a firm that would satisfy the **Participation Goals** to the same extent as the firm previously identified, unless the Agency determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts. In making such determination, the Agency shall require evidence of the efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

13. If this Contract is for an indefinite quantity of construction, standard or professional services or is a requirements type contract and the Contractor has submitted an M/WBE Utilization Plan and has committed to subcontract work to MBEs and/or WBEs in order to meet the **Participation Goals**, the Contractor will not be deemed in violation of the M/WBE Program requirements for this Contract with regard to any work which was intended to be subcontracted to an MBE and/or WBE to the extent that the Agency has determined that such work is not needed.

14. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, at least once annually during the term of the Contract or Task Order, as applicable, Agency shall review the Contractor's progress toward attainment of its M/WBE Utilization Plan, including but not limited to, by reviewing the percentage of work the Contractor has actually awarded to MBE and/or WBE subcontractors and the payments the Contractor made to such subcontractors.

15. If **Participation Goals** have been established for this Contract or a Task Order issued pursuant to this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B

MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e) (10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.

3. DSBS is available to assist contractors and potential contractors in determining the

availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.

4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c) (30).

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals.**

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) Entering into an agreement with the Contractor allowing the Contractor to cure the violation;
(b) Revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
(c) Making a finding that the Contractor is in default of the Contract;
(d) Terminating the Contract;
(e) Declaring the Contractor to be in breach of Contract;
(f) Withholding payment or reimbursement;
(g) Determining not to renew the Contract;
(h) Assessing actual and consequential damages;
(i) Assessing liquidated damages or reducing fees, provided that liquidated

damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) Exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) Taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c) (8)), or has violated any provision of Section 6- 129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in VENDEX as caution data.

ATTACHMENT J

SCHEDULE B – M/WBE UTILIZATION PLAN

NYC Mayor's Office of Contract Services

SCHEDULE B – M/WBE Utilization Plan

Part 1: M/WBE Participation Goals

Contract Overview (To be completed by contracting agency)

APT E-Pin# 01524ACC67043 FMS Project ID# -

Project Title Financial Statement and Single Audits Agency PIN# 01524ACC67043

Contracting Agency Comptroller's Office Bid/Proposal Response Date December 15, 2023

Agency Address 1 Centre Street City New York State NY ZIP 10007

Contact Person Max Reynaga Title Deputy ACCO

Telephone (212) 669-1264 Email MWBE@comptroller.nyc.gov

Project Description (attach additional pages if necessary)

The selected contractor will be required to conduct an annual audit of the consolidated operating accounts of the City, in accordance with Section 95 of the New York City Charter.

Bidder or proposer ☐ is required OR ☒ is not required to specifically identify the contact information of all M/WBE firms they intend to use as a subcontractor on this contract, including the M/WBE vendor name, address and telephone number in the space provided below in Part 2 Section 4.

M/WBE Participation Goals for Services

Enter the percentage amount for each category or for an unspecified Goal.

Prime Contract Industry: Professional

Category and Breakdown:

Unspecified 30.00 %

Black American ____ %

Hispanic American ____ %

Asian American ____ %

Women ____ %

Total Participation Goals 30.00 %
Line 1

Part 2: M/WBE Participation Plan

(To be completed by the bidder/proposer unless granted a full waiver, which must be submitted with the bid/proposal in lieu of this form)

Section 1: Prime Contractor Contact Information

Tax ID# ____ FMS Vendor ID# ____

Business Name ____ Contact Person ____

Business Address ____ City ____ State ____ ZIP ____

Telephone ____ Email ____

Section 3: Contractor M/WBE Utilization Plan

Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

☐ As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor: ☐ MBE ☐ WBE

☐ As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.

☐ As a non-M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable.

Section 2: M/WBE Utilization Goal Calculation

Prime Contractor Adopting Agency Participation Goals
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.

Total Bid/Proposal Value $____

multiplied by x

Total Participation Goals ____ %
(Line 1 above)

Calculated M/WBE Participation Amount $____
Line 2

OR

Prime Contractor With Partial Waiver Approval Adopting Revised Participation Goals
For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Revised M/WBE Participation Goals.

Total Bid/Proposal Value $____

multiplied by x

Total Revised Participation Goals ____ %

Calculated M/WBE Participation Amount $____
Line 3

Tax ID#______________________ APT E-Pin# 01524ACC67043

Section 4: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? ______%

Enter a brief description of the type(s) and dollar value of subcontracts for all services you plan to subcontract if awarded this contract, along with the anticipated start and end dates for such subcontracts. For each item, indicate whether the work is designated for participation by an M/WBE. Where the contracting agency's solicitation has indicated a requirement that the bidder or proposer specifically identify the contact information of all M/WBEs they intend to use on this contract, vendors must also include the M/WBE vendor name, address and telephone number in the space provided below. Use additional sheets if necessary.

	Description of Work	Start Date (MM/YY)	End Date (MM/YY)	Planned $ Amount	Designated for M/WBE Y	N	M/WBE Vendor Name	M/WBE Address	M/WBE Telephone
1.		/	/	$	☐	☐			( ) -
2.		/	/	$	☐	☐			( ) -
3.		/	/	$	☐	☐			( ) -
4.		/	/	$	☐	☐			( ) -
5.		/	/	$	☐	☐			( ) -
6.		/	/	$	☐	☐			( ) -
7.		/	/	$	☐	☐			( ) -
8.		/	/	$	☐	☐			( ) -
9.		/	/	$	☐	☐			( ) -
10.		/	/	$	☐	☐			( ) -

Section 5: Vendor Certification and Required Affirmations

I hereby:

1. *acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;*
2. *affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;*
3. *agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;*
4. *agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such Goals are modified by the Agency; and*
5. *agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or If a partial waiver is obtained or such Goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.*

Signature______________________ Date______________

Print Name______________________ Title______________

Mayor's Office of Contract Services

SCHEDULE B – Part 3

Request for Waiver of M/WBE Participation Requirement

Contract Overview

Tax ID#__________ FMS Vendor ID#__________

Business Name__________ Contact Name__________

Email__________ Telephone__________

Contracting Agency__________

APT E-Pin#__________ Bid/Proposal Due Date__________

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

☐ Vendor does not subcontract services, and has the capacity and good faith intention to perform all such work itself with its own employees.

☐ Vendor subcontracts some of this type of work but at a lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract. Identify your subcontracting plan in the vendor certification section below.

☐ Vendor has other legitimate business reasons for proposing the M/WBE Participation Goal requested here. Explain under separate cover.

Vendor Contract History

Using the attached Excel template, list all contracts (for City and Non-City work) performed within the last 3 years and provide the requested information for each contract.

From the list of all contracts, provide reference information below for the 5 most relevant contracts in size, scale and scope (performed for New York City or any other entity) to the bid or proposal for which you are submitting this waiver request. Provide the requested information for each subcontract awarded during the life of the listed reference contract.

Please make sure to highlight the 5 reference contracts provided below among the comprehensive list of all your contract awards within the attached Excel template.

M/WBE Participation Goals for Services

Defined by AGENCY in bid/solicitation documents
Percent of the total contract value to be subcontracted to M/WBE vendors for services and/or credited to an M/WBE Qualified Joint Venture.

Unspecified ____ %
Black American ____ %
Hispanic American ____ %
Asian American ____ %
Women ____ %

Total Participation Goals ____ %

Proposed by VENDOR seeking waiver
Percent of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted to M/WBE businesses for services. Or if M/WBE Qualified Joint Venture, percent of total contract value anticipated to be credited to M/WBE vendor(s).

Unspecified ____ %
Black American ____ %
Hispanic American ____ %
Asian American ____ %
Women ____ %

Total Participation Goals ____ %

Reference 1

Agency/Organization__________ Contract #__________

Reference Contact__________ Telephone__________ Email__________

Contract Start Date __________ Contract End Date__________ Total Contract Value $__________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor

Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals

Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

__________ $____
__________ $____
__________ $____
__________ $____
__________ $____
__________ $____
__________ $____
__________ $____

Percentage of total contract value subcontracted to other vendors ____ %

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

__________ $____

Reference 2

Agency/Organization______________________________ Contract #______________

Reference Contact______________________ Telephone______________ Email______________

Contract Start Date ______________ Contract End Date______________ Total Contract Value $______________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor

Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals

Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.		
		$
		$
		$
		$
		$
		$
		$
		$
		$
	Percentage of total contract value subcontracted to other vendors	%

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

______________________________ $______________

Reference 3

Agency/Organization______________________________ Contract #______________

Reference Contact______________________ Telephone______________ Email______________

Contract Start Date ______________ Contract End Date______________ Total Contract Value $______________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor

Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals

Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.		
		$
		$
		$
		$
		$
		$
		$
		$
		$
	Percentage of total contract value subcontracted to other vendors	%

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

______________________________ $______________

Reference 4

Agency/Organization______________________ Contract #______________
Reference Contact______________ Telephone______________ Email______________
Contract Start Date ______________ Contract End Date______________ Total Contract Value $______________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor
Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals
Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

	$
	$
	$
	$
	$
	$
Percentage of total contract value subcontracted to other vendors	%

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

______________ $______________

Reference 5

Agency/Organization______________________ Contract #______________
Reference Contact______________ Telephone______________ Email______________
Contract Start Date ______________ Contract End Date______________ Total Contract Value $______________

Prime Contract description

Did the vendor perform as a Prime Contractor or as a Subcontractor? ☐ Prime Contractor ☐ Subcontractor
Was the Prime Contract subject to any Goals? ☐ City M/WBE Goals ☐ State Goals ☐ Federal Goals ☐ No Applicable Goals
Did the Prime Contractor meet Goal requirements? ☐ Yes ☐ No ☐ N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.

	$
	$
	$
	$
	$
	$
Percentage of total contract value subcontracted to other vendors	%

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.

______________ $______________

Vendor Certification

Identify/list all the work areas you intend on subcontracting on the current anticipated contract for which you are submitting this waiver request.

I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith. I further affirm that the work that I did not list as work that will be subcontracted on this contract for which I am submitting this waiver request is work that I have performed on past contracts and will not subcontract if awarded this contract.

Signature______________________ Date______________

Print Name______________________ Title______________

Approvals (for Agency completion only)

ACCO Signature______________________ Date______________

CCPO Signature______________________ Date______________

Waiver Determination

☐ Full Waiver Approved
☐ Waiver Denied
☐ Partial Waiver Approved

Revised Participation Goal ______%

ATTACHMENT K

PRIVACY PROTECTION RIDER

Purpose.

The Agency Privacy Officer has determined that an important privacy risk is implicated by the services provided under this Agreement. Contractor agrees to comply with this Privacy Protection Rider ("Rider") and the Identifying Information Law, as applicable, in the performance of this Agreement.

1. Definitions.

A. "Access" to Identifying Information means gaining the ability to read, use, copy, modify, process, or delete any information whether or not by automated means.

B. "Agency" means a City agency or office through which the City has entered into this Agreement.

C. "Authorized Users" means employees, officials, subcontractors, or agents of Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the Permitted Purpose.

D. "Chief Privacy Officer" means the City's Chief Privacy Officer.

E. "Collection" means an action to receive, retrieve, extract, or access identifying information. Collection does not include receiving information that Contractor did not ask for.

F. "Contractor" means an entity entering into this Agreement with the City.

G. "Disclosure" means releasing, transferring, disseminating, giving access to, or otherwise providing identifying information in any manner outside Contractor. Disclosure includes accidentally releasing information and access to identifying information obtained through a potential unauthorized access to Contractor's systems or records.

H. "Exigent circumstances" means cases where following this Rider would cause undue delays.

I. "Identifying Information" means any information provided by the City to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual.

J. "Identifying Information Law" means §§ 23-1201 – 1205 of the Administrative Code of the City of New York.

K. "Permitted Purpose" means a use of Identifying Information that is necessary to carry out the Contractor's obligations under this Agreement.

L. "Sensitive identifying information" means identifying information that poses a higher risk of harm to an individual or members of an individual's household. Examples of harm are identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual.

M. "Use" of Identifying Information means any operation performed on identifying information, whether or not via automated means, such as collection, storage, transmission, consultation, retrieval, disclosure, or destruction.

2. General Requirements.

A. Contractor will use appropriate physical, technological, and procedural safeguards to protect the security of Identifying Information and will take reasonable measures to prevent harm to the City and the individuals whose Identifying Information is subject to this Agreement.

B. Contractor will restrict collection, use, disclosure of, or access to Identifying Information to Authorized Users for a Permitted Purpose.

C. Contractor will comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Office of Technology and Innovation and its Office of Cyber Command as they appear at https://nyc.gov/infosec. Contractor will ensure that Authorized Users understand and comply with the provisions of this Agreement applicable to Identifying Information.

D. Contractor and Authorized Users will not use Identifying Information for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Identifying Information outside the terms of this Agreement.

3. Collection.

A. Absent Exigent Circumstances (Section 7), Contractor may collect Identifying Information if the collection:

i. has been approved by the Agency Privacy Officer;
ii. is required by law or treaty;
iii. is required by the New York City Police Department in connection with a criminal investigation; or
iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or other individual who is not legally competent.

4. Disclosure.

A. Absent Exigent Circumstances (Section 7), Contractor may disclose Identifying Information if the disclosure:

i. has been approved by the Agency Privacy Officer;
ii. is required by law or treaty;
iii. is to the New York City Police Department in connection with a criminal investigation;

iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent; or

v. has been authorized in writing by the individual to whom such information pertains or, if such individual is a minor or is otherwise not legally competent, by such individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual.

B. If Contractor is required by law to disclose Identifying Information, it will: (a) as soon as practicable, but not later than one business day after it learns of the required disclosure, notify the Agency; and (b) disclose the Identifying Information only to the extent allowed under a protective order or as necessary to comply with the law.

5. Disclosures of Identifying Information to Third Parties.

Unless prohibited by law, Contractor will promptly notify the Agency Privacy Officer of any third-party requests for Identifying Information, cooperate with the Agency Privacy Officer to handle such requests, and comply with the Citywide Privacy Protection Protocols of the Chief Privacy Officer concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

6. Exigent Circumstances.

A. Notwithstanding Section 4 (Collection) and 5 (Disclosure), if Contractor collects or discloses Identifying Information due to Exigent Circumstances with no other basis for collection or disclosure under subdivisions (b) or (c) of Section 23-1202, then as soon as practicable after the collection or disclosure but not to exceed 24 hours, Contractor will send to the Agency Privacy Officer in writing:

i. The name, email address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the Agency Privacy Officer;

ii. A description of the Exigent Circumstances, including a detailed timeline, all involved parties, the types of Identifying Information disclosed or collected, and Contractor's estimate of the likelihood of the Exigent Circumstances reoccurring.

B. If the Agency Privacy Officer determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure will be deemed in violation of this Rider and subject to Section 8 (Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information).

7. Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information.

A. If Contractor collects, uses, discloses, or accesses Identifying Information in violation of this Rider, Contractor will:

i. notify the Agency Privacy Officer in writing as soon as practicable but no later than 24 hours after discovery, including a description of the collection, disclosure, use, or access, the types of Identifying Information that may have been involved or compromised, the names and affiliations of the parties (if known) who gained access to Identifying Information without authorization, and a description of the steps taken, if any, to mitigate the effects of the collection, disclosure, use, or access;

ii. provide the name, email address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the Agency Privacy Officer and relevant City officials, including the Chief Privacy Officer, Office of Cyber Command, and the City's Law Department, to investigate the occurrence and scope of the collection, disclosure, use, or access, and make any required or voluntary notices;

iii. take all reasonably necessary steps, as determined by the Agency Privacy Officer, to prevent or mitigate the effects of the unauthorized collection, use, disclosure, or access.

B. If there is an alleged collection, use, disclosure, or access violation, the Agency may investigate the alleged violation. Contractor will cooperate with the investigation, which may include prompt:

i. provision to the City of information related to security controls and processes, such as third-party certifications, policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, incident reports or evaluations;
ii. verbal interviews of individuals with knowledge of Contractor's security controls and processes or the unauthorized collection, use, disclosure, or access;
iii. an evaluation or audit by the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access;
iv. an evaluation or audit by Contractor of its security controls and processes and the unauthorized collection, use, disclosure, or access, and provision of any attendant results to the City; or,
v. an independent evaluation or audit to be provided to the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access.

C. If the Agency Privacy Officer or the Chief Privacy Officer determine that an unauthorized collection, use, disclosure, or access requires notification to individuals pursuant to any law or the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23- 1203, then the Agency Privacy Officer will inform Contractor whether the Agency or the Contractor will issue the notification. If the Agency Privacy Officer directs Contractor to issue the notification, the notification will be issued in writing as soon as practicable and will conform to the Agency Privacy Officer's instructions as to form, content, scope, and recipients.

D. Monies and Set-off.

i. Contractor will pay for services deemed necessary by the Agency Privacy Officer to address the collection, use, disclosure, or access to Identifying Information in violation of this Rider. Services may include: (a) notifications; (b) credit monitoring services; (c) payment of any fines or disallowances imposed by the State or federal government related to the violative collection, use, disclosure, or access; (d) other actions mandated by any law, administrative or judicial order, Agency Privacy Officer, or the Chief Privacy Officer.

ii. At the Agency Privacy Officer's discretion, the Agency may pay for services deemed necessary to address Contractor's collection, disclosure, use, or access of Identifying Information in violation of this Rider. If the Agency pays for any of these services, it may submit invoices to Contractor and Contractor will promptly reimburse the Agency.

iii. Should Contractor refuse to pay for services deemed necessary by the Agency Privacy Officer, then for the purpose of set-off in sufficient sums and without waiver of any other rights and remedies, the City may:

a. withhold further payments under this Agreement to cover the costs of notifications or other actions mandated by any law, administrative or judicial order, or the Chief Privacy Officer, including any related fines or disallowances imposed by the State or federal government; and,

b. withhold further payments to cover the costs of credit monitoring services by a national credit reporting agency and any other commercially reasonable preventive measure.

E. Contractor is not required to make any notification that would compromise public safety, violate any law, or interfere with a law enforcement investigation or other investigative activity by the Agency.

8. Retention.

Contractor will retain Identifying Information as required by law or as otherwise necessary in furtherance of this Agreement, or as otherwise approved by the Agency Privacy Officer.

9. Destruction of Identifying Information.

If the Agency instructs Contractor to destroy Identifying Information, Contractor will destroy it within 30 days after receiving the instruction in a way it cannot be reconstructed, subject to any litigation holds. Contractor will provide written confirmation to the Agency Privacy Officer that it has destroyed the Identifying Information within 30 days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor will promptly explain in writing why it is impossible, and will, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and will maintain the Identifying Information in accordance with this Rider.

10. Reporting and Coordination with Agency Privacy Officer.

A. Contractor will provide the Agency with reports as requested by the Agency Privacy Officer or Chief Privacy Officer regarding Contractor's collection, use, retention, disclosure of, and access to Identifying Information including: (i) the types of Identifying Information collected, retained, disclosed, or accessed; (ii) the types of collections and disclosures classified as "routine" and any collections or disclosures approved by the Agency Privacy Officer or Chief Privacy Officer; and (iii) any other related information that may be reasonably required by the Agency Privacy Officer or Chief Privacy Officer.

B. The Agency may assign powers and duties of the Agency Privacy Officer to Contractor for purposes of this Agreement. In such event, Contractor will exercise those powers and duties in accordance with applicable law in relation to this Agreement and will comply with directions of the Agency Privacy Officer and Chief Privacy Officer concerning coordination and reporting.

11. Subcontracts.

A. Contractor will include this Rider in all subcontracts to provide services in connection with this Agreement.

B. Contractor will be responsible to the Agency for compliance with this Rider by its subcontractors in connection with this Agreement.

12. Conflicts with Provisions Governing Records, Reports, and Investigations.

To the extent allowed by law, the provisions of this Rider will control if there is a conflict between any of the provisions of this Rider and, as applicable, Article 5 of Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services); if Article 5 of Appendix A does not apply, the Investigations Clause, and other provisions concerning records retention and reports designated elsewhere in this Agreement.

13. Construction.

Notwithstanding any contrary provision in this Agreement, to the extent allowed by law, the more restrictive provision concerning collection, use, disclosure of, or access to Identifying Information will control. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN, AND CLIENT SERVICES

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Agency Chief Contracting Officer" or "ACCO" means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. "Agreement" means the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. "City" means the City of New York.

D. "City Chief Procurement Officer" or "CCPO" means the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. "Commissioner" or "Agency Head" means the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

F. "Comptroller" means the Comptroller of the City of New York.

G. "Contractor" means the entity entering into this Agreement with the City.

H. "Days" means calendar days unless otherwise specifically noted to mean business days.

I. "Department" or "Agency" means the City agency or office through which the City has entered into this Agreement.

J. "Law" or "Laws" means the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "Procurement Policy Board" or "PPB" means the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules that have broad application throughout the City.

L. "PPB Rules" means the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 *et seq*.

M. "SBS" means the New York City Department of Small Business Services.

N. "State" means the State of New York.

ARTICLE 2 – REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND DISCLOSURES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that, with respect to securing or soliciting this Agreement, the Contractor is in compliance with the requirements of the New York State Lobbying Law (Legislative Law §§ 1-a *et seq*.). The Contractor makes such representation and warranty to induce the City to enter into this Agreement and the City relies upon such representation and warranty in the execution of this Agreement.

B. For any breach or violation of the representation and warranty set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section 2.01(B) are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Section 2.02(B) shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

Section 2.03 Certification Relating to Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy, or directive, the prices and other material terms set forth in this Agreement that have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section 2.03.

Section 2.04 Disclosures Relating to Vendor Responsibility

The Contractor represents and warrants that it has duly executed and filed all disclosures as applicable, in accordance with Admin. Code § 6-116.2, PPB Rule § 2-08, and the policies and procedures of the Mayor's Office of Contract Services. The Contractor acknowledges that the Department's reliance on the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and the Contractor represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Disclosure Relating to Bankruptcy and Reorganization

If the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven days of filing.

Section 2.06 Authority to Execute Agreement

The Contractor represents and warrants that: (i) its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and (iii) once executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title, or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance, or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance, or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's disclosure that is required by PPB Rule § 2-08(e) must be submitted within 30 Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience, and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section 3.01 shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. In accordance with PPB Rule § 4-13, all subcontractors must be approved by the Department prior to commencing work under a subcontract.

1. *Approval when subcontract is $20,000 or less.* The Department hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed $20,000.00. The Contractor must submit monthly reports to the Department listing all such subcontractors and shall list the subcontractor in the City's Payee Information Portal (www.nyc.gov/pip).

2. *Approval when subcontract is greater than $20,000.*

a. The Contractor shall not enter into any subcontract for an amount greater than $20,000.00 without the prior approval by the Department of the subcontractor.

b. Prior to entering into any subcontract for an amount greater than $20,000.00, the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor, the portion of the work and materials that it is to perform and furnish, and the estimated cost of the subcontract. If the subcontractor is providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available, the Contractor shall submit proof of professional liability insurance in the amount required by Article 7. In addition, the Contractor shall list the proposed subcontractor in the City's Payee Information Portal (www.nyc.gov/pip) and provide the following information: maximum subcontract value, description of subcontractor work, start and end date of the subcontract, and the subcontractor's industry.[1]

c. Upon receipt the information required above, the Department in its discretion may grant or deny preliminary approval for the Contractor to contract with the subcontractor.

[1] Assistance establishing a Payee Information Portal account and using the system may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

d. The Department shall notify the Contractor within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Contractor shall provide such documentation as may be requested by the Department to show that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work, including, the proposed subcontract and/or any of the items listed in PPB Rule 4-13(d)(3).

e. Upon receipt of all relevant documentation, the Department shall notify the Contractor in writing whether the proposed subcontractor is approved. If the proposed subcontractor is not approved, the Contractor may submit another proposed subcontractor unless the Contractor decides to do the work. No subcontractor shall be permitted to perform work unless approved by the Department.

f. For proposed subcontracts that do not exceed $25,000.00, the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within 45 Days of the Department's receipt of the written request for approval or, if PPB Rule 2-08(e) is applicable, within 45 Days of the Department's acknowledged receipt of fully completed disclosures for the subcontractor.

B. All subcontracts must be in writing. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the Agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the Agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.05(D) and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

C. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

D. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

E. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Section 3.02(A) if revocation is deemed to be in the interest of the City in writing on no less than 10 Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues, or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

F. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

G. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section 3.02.

H. The Contractor shall report in the City's Payee Information Portal payments made to each subcontractor within 30 days of making the payment. If any of the information provided in accordance with Section 3.02(A)(2)(b) changes during the term of this Agreement, the Contractor shall update the information in such Portal accordingly. Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Department declaring the Contractor in default of the Agreement and will subject Contractor to liquidated damages in the amount of $100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the City agree that the Contractor is an independent contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the City. Accordingly, the Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, assert the existence of any relationship or status on the part of the Contractor, with respect to the City, that differs from or is inconsistent with that of an independent contractor.

Section 4.02 Employees and Subcontractors

All persons who are employed by the Contractor and all the Contractor’s subcontractors (including without limitation, consultants and independent contractors) that are retained to perform services under or in connection with this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while the Contractor is engaged under this Agreement. Nothing in this Agreement, and no entity or person’s performance pursuant to or in connection with this Agreement, shall create any relationship between the City and the Contractor’s employees, agents, subcontractors, or subcontractor’s employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or impose any liability or duty on the City (i) for or on account of the acts, omissions, liabilities, rights or obligations of the Contractor, its employees or agents, its subcontractors, or its subcontractor’s employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (ii) for taxes of any nature; or (iii) for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity (including without limitation, Workers’ Compensation coverage, Employers’ Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit). The Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the City, including any department, agency, office, or unit of the City, or (ii) make or support in any way on behalf of or for the benefit of the Contractor, its employees, officers, or agents any demand, application, or claim upon or against the City for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Contractor or any other entity. Except as specifically stated in this Agreement, nothing in the Agreement and no performance pursuant to or in connection with the Agreement shall impose any liability or duty on the City to any person or entity whatsoever.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful, and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five Days’ written notice. The Commissioner may direct the Contractor to prohibit the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner’s determination.

Section 4.04 Minimum Wage; Living Wage

A. Except for those employees whose minimum wage is required to be fixed in accordance with N.Y. Labor Law §§ 220 or 230 or by Admin. Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section 4.04 shall be deemed a material breach of this Agreement.

B. If this Agreement involves the provision of homecare services, day care services, head start services, services to persons with cerebral palsy, building services, food services, or temporary services, as those services are defined in Admin. Code § 6-109 ("Section 6-109"), in accordance with Section 6-109, the Contractor agrees as follows:

1. The Contractor shall comply with the requirements of Section 6-109, including, where applicable, the payment of either a prevailing wage or a living wage, as those terms are defined in Section 6-109.

2. The Contractor shall not retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of Section 6-109, for seeking or communicating information regarding rights conferred by Section 6-109, for exercising any other rights protected under Section 6-109, or for participating in any investigatory or court proceeding relating to Section 6-109. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of Section 6-109, or who seeks or communicates information regarding rights conferred by Section 6-109 in circumstances where he or she in good faith believes it applies.

3. The Contractor shall maintain original payroll records for each of its covered employees reflecting the days and hours worked on contracts, projects, or assignments that are subject to the requirements of Section 6-109, and the wages paid and benefits provided for such hours worked. The Contractor shall maintain these records for the duration of the term of this Agreement and shall retain them for a period of four years after completion of this Agreement. For contracts involving building services, food services, or temporary services, the Contractor shall submit copies of payroll records, certified by the Contractor under penalty of perjury to be true and accurate, to the Department with every requisition for payment. For contracts involving homecare, day care, head start or services to persons with cerebral palsy, the Contractor shall submit either certified payroll records or categorical information about the wages, benefits, and job classifications of covered employees of the Contractor, and of any subcontractors, which shall be the substantial equivalent of the information required in Section 6-109(2)(a)(iii).

4. The Contractor and all subcontractors shall pay all covered employees by check and shall provide employees check stubs or other documentation at least once each month containing information sufficient to document compliance with the requirements of the Living Wage Law concerning living wages, prevailing wages, supplements, and health benefits. In addition, if this Agreement is for an amount greater than $1,000,000.00, checks issued by the Contractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department). For any subcontract for an amount greater than $750,000.00, checks issued by a subcontractor to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the Department).

5. The Department will provide written notices to the Contractor, prepared by the Comptroller, detailing the wages, benefits, and other protections to which covered employees are entitled under Section 6-109. Such notices will be provided in English, Spanish and other languages spoken by ten percent or more of a covered employer's covered employees. Throughout the term of this Agreement, the Contractor shall post in a prominent and accessible place at every work site and provide each covered employee a copy of the written notices provided by the Department. The Contractor shall provide the notices to its subcontractors and require them to be posted and provided to each covered employee.

6. The Contractor shall ensure that its subcontractors comply with the requirements of Section 6-109, and shall provide written notification to its subcontractors of those requirements. All subcontracts made by the Contractor shall be in writing and shall include provisions relating to the wages, supplements, and health benefits required by Section 6-109. No work may be performed by a subcontractor employing covered employees prior to the Contractor entering into a written subcontract with the subcontractor.

7. Each year throughout the term of the Agreement and whenever requesting the Department's approval of a subcontractor, the Contractor shall submit to the Department an updated certification, as required by Section 6-109 and in the form of the certification attached to this Agreement, identifying any changes to the current certification.

8. Failure to comply with the requirements of Section 6-109 may, in the discretion of the Department, constitute a material breach by the Contractor of the terms of this Agreement. If the Contractor and/or subcontractor receives written notice of such a breach and fails to cure such breach within 30 Days, the City shall have the right to pursue any rights or remedies available under this Agreement or under applicable law, including termination of the Agreement. If the Contractor fails to perform in accordance with any of the requirements of Section 6-109 and fails to cure such failure in accordance with the preceding sentence, and there is a continued need for the service, the City may obtain from another source the required service as specified in the original Agreement, or

any part thereof, and may charge the Contractor for any difference in price resulting from the alternative arrangements, and may, as appropriate, invoke such other sanctions as are available under the Agreement and applicable law. In addition, the Contractor agrees to pay for all costs incurred by the City in enforcing the requirements of Section 6-109, including the cost of any investigation conducted by or on behalf of the Department or the Comptroller, where the City discovers that the Contractor or its subcontractor(s) failed to comply with the requirements of this Section 4.04(B) or of Section 6-109. The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the Department is hereby authorized to deduct from a Contractor's account an amount equal to the cost of such investigation.

Section 4.05 Non-Discrimination in Employment

A. General Prohibition. To the extent required by law, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities, due to pregnancy, childbirth, or a related medical condition, due to status as a victim of domestic violence, stalking, or sex offenses, or due to religion.

B. N.Y. Labor Law § 220-e. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by N.Y. Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of $50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section 4.05.

The provisions of this Section 4.05(B) shall be limited to operations performed within the territorial limits of the State of New York.

C. Admin. Code § 6-108. If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by Admin. Code § 6-108, that:

1. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

2. It shall be unlawful for any person or any servant, agent or employee of any person, described in Section 4.05(C)(1) above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section 4.05(C) shall, upon conviction thereof, be punished by a fine of not more than $100.00 or by imprisonment for not more than 30 Days, or both.

D. E.O. 50 -- Equal Employment Opportunity

1. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY §§ 10-01 *et seq*. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

a. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

b. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

d. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

e. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the SBS, Division of Labor Services ("DLS"); and

f. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

a. Disapproval of the Contractor; and/or

b. Suspension or termination of the Agreement; and/or

c. Declaring the Contractor in default; and/or

d. In lieu of any of the foregoing sanctions, imposition of an employment program.

3. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

4. The Contractor agrees to include the provisions of the foregoing Sections 4.05(D)(1)-(3) in every subcontract or purchase order in excess of $100,000.00 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Section 4.05(D)(4).

5. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Section 4.05(D)(5).

6. Nothing contained in this Section 4.05(D) shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

Section 4.06 Paid Sick Leave Law

A. *Introduction and General Provisions.*

1. The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[2] Contractors of the City or of other governmental entities may be required to provide sick time pursuant to the PSLL.

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[2] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant Admin. Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

2. The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the Admin. Code. It is administered by the City's Department of Consumer Affairs ("DCA"). DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

3. The Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this Agreement. The Contractor further acknowledges that such compliance is a material term of this Agreement and that failure to comply with the PSLL in performance of this Agreement may result in its termination.

4. The Contractor must notify the ACCO in writing within 10 Days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this Agreement. Additionally, the Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

5. The PSLL is summarized below for the convenience of the Contractor. The Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the PSLL. The Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

B. *Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

2. An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per Day. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than 40 hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first Day of such Year.

3. An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

c. closure of such employee's place of business by order of a public official due to a public health emergency; or

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

4. An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

5. If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

6. Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

C. *Exemptions and Exceptions*. Notwithstanding the above, the PSLL does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

3. an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

4. an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

5. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

6. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

7. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

8. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed $50.00 for each employee who was not given appropriate notice.

F. *Records*. An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 Days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

2. DCA has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation.

H. *More Generous Polices and Other Legal Requirements.* Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule, or regulation.

Section 4.07 Whistleblower Protection Expansion Act

A. In accordance with Local Laws 30 and 33 of 2012, codified at Admin. Code §§ 6-132 and 12-113, respectively,

1. Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of

the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

2. If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of this Section 4.07, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

3. Contractor shall post a notice provided by the City (attached hereto) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:

a. how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and

b. the rights and remedies afforded to its employees under Admin. Code §§ 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

4. For the purposes of this Section 4.07, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

5. This Section 4.07 is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000.00; accordingly, Contractor shall include this Section 4.07 in all subcontracts with a value in excess of $100,000.00.

B. Section 4.07 is not applicable to this Agreement if it is valued at $100,000.00 or less. Sections 4.07(A)(1), (2), (4), and (5) are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Section 4.07(A)(3) is neither applicable to this Agreement if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents, and other evidence, and to utilize appropriate accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, documents, other evidence relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the books, records, documents, and other evidence must be retained until the completion of such litigation, claim, or audit. Any books, records, documents, and other evidence that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, documents, or other evidence that are created in the regular course of business as a paper copy may be retained in an electronic format provided that they satisfy the requirements of N.Y. Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records, documents, or other evidence on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State, and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, documents, and other evidence maintained or retained by or on behalf of the Contractor pursuant to this Article 5. Notwithstanding any provision herein regarding notice of inspection, all books, records, documents, and other evidence of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General, the Comptroller, and/or federal auditors without prior notice and at no additional cost to the City. The Contractor shall make such books, records documents, and other evidence available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed. If observation of particular services or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession's services in New York State, the Contractor shall promptly inform the Department or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section 5.03.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources, or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section 5.04.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such items or material (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the

Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms "books," "records," "documents," and "other evidence" refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B.

1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C.

6. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

7. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term “license” or “permit” as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term “person” as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The obligation under this Section 5.08 to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise (“disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the Department, the Contractor shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the Department the disclosure demand for such reports, information or data.

B. The Contractor shall provide notice to the Department within three days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least 24 hours prior to any statement to the press or at least five business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section 5.08 shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights and Ownership of Work Product

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title, and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall maintain the following types of insurance if and as indicated in Schedule A (with the minimum limits and special conditions specified in Schedule A) throughout the term of this Agreement, including any applicable guaranty period. All insurance shall meet the requirements set forth in this Article 7. Wherever this Article 7 requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

Section 7.02 Workers' Compensation, Disability Benefits, and Employers' Liability Insurance

A. The Contractor shall maintain workers' compensation insurance, employers' liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Agreement

B. Within 10 Days of award of this Agreement or as otherwise specified by the Department, and as required by N.Y. Workers' Compensation Law §§ 57 and 220(8), the Contractor shall submit proof of Contractor's workers' compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Department in a form acceptable to the New York State Workers' Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

1. Form C-105.2, *Certificate of Workers' Compensation Insurance*;

2. Form U-26.3, *State Insurance Fund Certificate of Workers' Compensation Insurance*;

3. Form SI-12, *Certificate of Workers' Compensation Self-Insurance*;
4. Form GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance*;

5. Form DB-120.1, *Certificate of Disability Benefits Insurance*;

6. Form DB-155, *Certificate of Disability Benefits Self-Insurance*;

7. Form CE-200 – *Affidavit of Exemption*;

8. Other forms approved by the New York State Workers' Compensation Board; or

9. Other proof of insurance in a form acceptable to the City.

Section 7.03 Other Insurance

A. *Commercial General Liability Insurance.* The Contractor shall maintain commercial general liability insurance in the amounts specified in Schedule A covering operations under this Agreement. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and "occurrence" based rather than "claims-made." Such coverage shall list the City, together with its officials and employees, and any other entity that may be listed on Schedule A as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26 and, if construction is performed as part of the services, ISO Form CG 20 37.

B. *Commercial Automobile Liability Insurance.* If indicated in Schedule A and/or if vehicles are used in the provision of services under this Agreement, the Contractor shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. *Professional Liability Insurance.*

1. If indicated in Schedule A, the Contractor shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or policies shall cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Contractor or anyone employed by the Contractor.

2. All subcontractors of the Contractor providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A. At the time of the request for subcontractor approval, the Contractor shall provide to the Department, evidence of such professional liability insurance on a form acceptable to the Department.

3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

D. *Crime Insurance.* If indicated in Schedule A, the Contractor shall maintain crime insurance during the term of the Agreement in the minimum amounts listed in Schedule A. Such insurance shall include coverage, without limitation, for any and all acts of employee theft including employee theft of client property, forgery or alteration, inside the premises (theft of money and securities), inside the premises (robbery or safe burglary of other property), outside the premises, computer fraud, funds transfer fraud, and money orders and counterfeit money. The policy shall name the Contractor as named insured and shall list the City as loss payee as its interests may appear.

E. *Cyber Liability Insurance.* If indicated in Schedule A, the Contractor shall maintain cyber liability insurance covering losses arising from operations under this Agreement in the amounts listed in Schedule A. The City shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, and premiums, as well as the types of losses covered, which may include but not be limited to: notification costs, security monitoring costs, losses resulting from identity theft, and other injury to third parties. If additional insured status is commercially available under the Contractor's cyber liability insurance, the insurance shall cover the City, together with its respective officials and employees, as additional insured.

F. *Other Insurance.* The Contractor shall provide such other types of insurance in the amounts specified in Schedule A.

Section 7.04 General Requirements for Insurance Coverage and Policies

A. Unless otherwise stated, all insurance required by Section 7.03 of this Agreement must:

1. be provided by companies that may lawfully issue such policies;

2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and

3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance) and any other entity listed as an additional insured in Schedule A.

B. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

C. There shall be no self-insurance program, including a self-insurance retention, exceeding $10,000.00, with regard to any insurance required under Section 7.03 unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured listed on Schedule A with all rights that would be provided by traditional insurance required under this Article 7, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured listed on Schedule A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Contractor as named insured under all primary, excess, and umbrella policies of that type of coverage.

Section 7.05 Proof of Insurance

A. For each policy required under Section 7.03 and Schedule A of this Agreement, the Contractor shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with the Department within ten Days of award of this Agreement. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Agreement) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or

2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Section 7.03 must be submitted to the Department prior to the expiration date of the coverage. Such proof must meet the requirements of Section 7.05(A).

C. The Contractor shall provide the City with a copy of any policy required under this Article 7 upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article 7 (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 7 shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the address referred to in Section 14.04 and Schedule A and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.06 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by Section 7.03 and Schedule A, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not be covered under such policy if this Agreement requires that the City be an additional insured (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured" (such notice shall also include the name of any other entity listed as an additional insured on Schedule A) and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured on Schedule A for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured on Schedule A.

B. The Contractor's failure to maintain any of the insurance required by this Article 7 and Schedule A shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article 7 shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. With respect to insurance required by Section 7.03 and Schedule A (but not including professional liability/errors and omissions insurance), the Contractor waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A for any damages or losses that are covered under any insurance required under this Article 7 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also list the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from injury, damage, or loss resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by negligence, any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this Agreement. Insofar as the facts or Law relating to any of the foregoing would preclude the City or its officials or employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the City and its officials and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any of the foregoing would preclude the City and its officials and employees from being completely indemnified by the Contractor, the City and its officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The Contractor's obligation to indemnify, defend and hold harmless the City and its officials and employees shall neither be (i) limited in any way by the Contractor's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the City or its officials or employees to avail themselves of the benefits of such insurance.

Section 8.06 Actions By or Against Third Parties

A. If any claim is made or any action brought in any way relating to Agreement other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance that the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five business days of the initiation by or against the Contractor of any legal action or proceeding relating to this Agreement.

Section 8.07 Withholding of Payments

A. If any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. If any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a set-off in the event that an insurance company that provided insurance pursuant to Section 7.03 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section 8.07 are not exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officials and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. The Contractor deviates from the requirements of this Agreement without a duly approved and executed change order document or written contract modification or amendment at its own risk.

Section 9.02 Changes Through Fault of Contractor

If any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, REDUCTIONS IN FUNDING, AND LIQUIDATED DAMAGES

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. In its sole discretion, the City shall have the right to terminate this Agreement, in whole or in part, upon the request of the Contractor to withdraw from the Contract, in accordance with the provisions of Section 10.05.

C. If the City terminates this Agreement pursuant to this Section 10.01, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State, and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section 10.02(A) shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Section 10.02(A), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor’s suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section 10.02, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this Section 10.02 shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this Agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. §§ 1961 *et seq*., or the Mail Fraud Act, 18 U.S.C. §§ 1341 *et seq*., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section 10.03.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section 10.03. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five business days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section 10.03, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

F. If the City terminates the Agreement pursuant to this Section 10.04, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section 10.05 and Section 14.04. For termination without cause, the effective date of the termination shall not be less than ten Days from the date the notice is personally delivered, or 15 Days from the date the notice is either sent by certified mail, return receipt requested, delivered by overnight or same day courier service in a properly addressed envelope with confirmation, or sent by email and, unless the receipt of the email is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within 45 Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;

2. Furnishing within 45 Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within 90 Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant, unless the Department waives, in writing, the requirement that a certified public accountant or licensed public accountant make such report; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section 10.06, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article 10 shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

Section 10.07 Liquidated Damages

If Schedule A or any other part of this Agreement includes liquidated damages for failure to comply with a provision of this Agreement, the sum indicated is fixed and agreed as the liquidated damages that the City will suffer by reason of such noncompliance and not as a penalty.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. With some exceptions, the provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at http://www.nyc.gov/dof in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section 11.02 to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Department may waive the requirements of this Section 11.02 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section 11.02 is applicable to contracts valued at $25,000.00 and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

Subject to Section 12.03, the parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section 12.02, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section 12.02.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section 12.03 and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section 12.03 shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section 12.03 shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's

work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section 12.03 shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section 12.03 shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section 12.03 shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section 12.03, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section 12.03 and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within 30 Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within 30 Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section 12.03 as the Contractor initiating the dispute.

3. Agency Head Determination. Within 30 Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section 12.03. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within 30 Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within 30 Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within 15 Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have 45 Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of 90 Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section 12.03 as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer ("CCPO") or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not

have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section 12.03, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within 30 Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to 30 Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on it own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within 45 Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of

time, not to exceed 90 Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be 30 Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section 12.03 shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section 12.03.

Section 12.04 Claims and Actions

A. Any claim, that is not subject to dispute resolution under the PPB Rules or this Agreement, against the City for damages for breach of contract shall not be made or asserted in any action, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six months after the final payment under this Agreement, or within six months of the termination or expiration of this Agreement, or within six months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officials, Agents, or Employees

No claim shall be made by the Contractor against any official, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. If there is a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Unlawful Discrimination in the Provision of Services

A. *Discrimination in Public Accommodations.* With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, partnership status, marital status, disability, presence of a service animal, race, color, national origin, alienage, citizenship status, or military status, or any other class of individuals protected from discrimination in public accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

B. *Discrimination in Housing Accommodations.* With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, partnership status, marital status, presence of children, disability, presence of a service or emotional support animal, race, color, national origin, alienage or citizenship status, lawful occupation, or lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance including Section 8 vouchers), or any other class of individuals protected from discrimination in housing accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

C. *Admin. Code § 6-123*. In accordance with Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the Admin. Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of $50,000.00 that such subcontractor shall not engage in any such unlawful discriminatory practice.

D. *Immigration status*. In connection with the services provided under this Agreement, the Contractor shall not inquire about the immigration status of a recipient or potential recipient of such services unless (i) it is necessary for the determination of program, service or benefit eligibility or the provision of City services or (ii) the Contractor is required by law to inquire about such person's immigration status.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 *et seq.* ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the

Contractor's compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan ("Compliance Plan") which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). If the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. *Participating Agencies.* Pursuant to Charter § 1057-a, if this Agreement is made by and through a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.06. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; SBS; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Hygiene; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. *Distribution of Voter Registration Forms.* In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of

supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section 13.06, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section 13.06 shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. *Assistance in Completing Voter Registration Forms*. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. *Required Statements*. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor's employees shall not:

a. seek to influence an applicant's political preference or party designation;

b. display any political preference or party allegiance;

c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section 13.06 are material conditions of this Agreement.

F. The provisions of this Section 13.06 do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 13.08 Religious Activity

There shall be no religious worship, instruction, or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 13.09 Participation in an International Boycott

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 *et seq*., or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.10 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.11 Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section 13.11 applies as provided in Paragraph B of this Section 13.11, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section 13.11. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. Applicability to Certain Contractors. This Section 13.11 shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of $250,000.00 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section 13.11 applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such

pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter § 1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section 13.11 shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

Section 13.12 Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 ("E.O. 150"), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section 13.12. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency's plans developed pursuant to E.O. 150.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section 14.01 shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to modify any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses and email addresses specified in Schedule A (and if not specified in Schedule A, as specified at the beginning of this Agreement) as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by email and, unless receipt of the e-mail is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section 14.04 shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except ____.

Full name of Proposer or Bidder *[below]*

____

Address____

City____________________________ State______________________ Zip Code_____________

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - ☐ Individual or Sole Proprietorships
SOCIAL SECURITY NUMBER _______________________________________

☐ B - ☐ Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER _____________________________

☐ C - ☐ Corporation
EMPLOYER IDENTIFICATION NUMBER _____________________________

By_______________________________
Signature

____
Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers, or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

SCHEDULE A

Article 7 -- Insurance	
Types of Insurance (per Article 7 in its entirety, including listed paragraph)	**Minimum Limits and Special Conditions**
■ Workers' Compensation §7.02 ■ Disability Benefits Insurance §7.02 ■ Employers' Liability §7.02	Statutory amounts.
■ Commercial General Liability §7.03(A)	$1,000,000.00 per occurrence $1,000,000.00 personal & advertising injury (unless waived in writing by the Department) $2,000,000.00 aggregate $0 products/completed operations Additional Insureds: 1. City of New York, including its officials and employees, and 2. ___________________________ 3. ___________________________
■ Commercial Auto Liability §7.03(B)	$1,000,000.00 per accident combined single limit If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90
■ Professional Liability/Errors & Omissions §7.03(C)	$1,000,000.00 per claim
☐ Crime Insurance §7.03(D)	$__________ Employee Theft/Dishonesty

	$_____________ Computer Fraud $_____________ Funds Transfer Fraud $_____________ Client Coverage $_____________Forgery or Alteration $_____________Inside the Premises (theft of money and securities) $_____________ Inside the Premises (robbery or safe burglary of other property) $_____________ Outside the Premises $_____________ Money Orders and Counterfeit Money City of New York is a loss payee as its interests may appear
☐ Cyber Liability Insurance §7.03(E)	*[If there is a significant cyber risk, please consult with the Law Department about specific insurance requirements.]*
☐ [OTHER]	*[If other type(s) of insurance need to be required under the Contract, the Contracting Agency should (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s).]*
☐ [OTHER]	*[If other type(s) of insurance need to be required under the Contract, the Contracting Agency should (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s).]*
Section 10.07 – Liquidated Damages	
• Violation of Section 3.02(H), reporting subcontractors in the City's Payee Information Portal • ___________________________________	**$100 per day** **$___________**
Section 14.04 – Notice	

Department's Mailing Address and Email Address for Notices	
Contractor's Mailing Address and Email Address for Notices	

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
<u>CERTIFICATION BY INSURANCE BROKER OR AGENT</u>

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

____

[Name of broker or agent (typewritten)]

____

[Address of broker or agent (typewritten)]

____

[Email address of broker or agent (typewritten)]

____

[Phone number/Fax number of broker or agent (typewritten)]

____

[Signature of authorized official, broker, or agent]

____

[Name and title of authorized official, broker, or agent (typewritten)]

State of ……………………….)
) ss.:
County of …………………….)

Sworn to before me this _____ day of ___________ 20___

____

NOTARY PUBLIC FOR THE STATE OF ____________________

WHISTLEBLOWER PROTECTION EXPANSION ACT POSTER

REPORT

CORRUPTION, FRAUD, UNETHICAL CONDUCT

RELATING TO A NYC-FUNDED CONTRACT OR PROJECT

CALL THE NYC DEPARTMENT OF INVESTIGATION

212-825-5959

DOI CAN ALSO BE REACHED BY MAIL OR IN PERSON AT: **New York City Department of Investigation (DOI)** **80 Maiden Lane, 17th floor** **New York, New York 10038** **Attention: COMPLAINT BUREAU** **OR FILE A COMPLAINT ON-LINE AT:** **www.nyc.gov/doi** **All communications are confidential**	**Or scan the QR Code above to make a complaint**

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than $100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- **To be protected by this law,** an employee must report to DOI − or to certain other specified government officials − information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than $100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages

CITY OF NEW YORK

ADDENDUM
TO
APPENDIX A JANUARY 2018 FINAL

This Addendum modifies Appendix A January 2018 Final, General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services (“Appendix A”), as set forth below.

Subsection B of Section 5.08 (Confidentiality) of Appendix A is deleted in its entirety and replaced with the following:

Section 5.08 Confidentiality

* * *

B. Where in connection with the services under this Agreement the Contractor, or its employees, subcontractors, or agents, will have access to, acquire, disclose, or use any data that includes private information (as defined in Admin. Code § 10-501(b)), the Contractor shall provide written notice to the Department within three days of the earlier of discovery by the Contractor or notification to Contractor of any breach of security (as defined in Admin. Code § 10-501(c)). Such notice shall inform the Department of the nature and scope of the breach of security.

1. Upon such discovery or notification of such breach of security, the Contractor shall take reasonable steps to determine the cause(s) of such breach and to remediate the cause(s) of such breach, shall provide written notice to the Department of such steps, and shall cooperate with any investigation conducted by the City of such breach. Such cooperation includes, but is not limited to, promptly responding to the City's reasonable inquiries and providing prompt access to in human and machine readable format all evidentiary artifacts associated with such breach of security, such as relevant records, logs, files, data reporting, and other materials.

2. In the event of such breach of security, the Contractor shall cooperate and coordinate with the City regarding any notifications determined by the City to be made to individuals affected by such breach.

3. Without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of such notifications to individuals affected by the breach of security and/or other actions mandated by any Law, or administrative or judicial order, to address such breach of security, and to cover the costs of any fines or disallowances imposed by the State or federal government as a result of such breach. The City shall

also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of identity theft monitoring services for individuals affected by such breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such preventive measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act ("ESSTA"), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the "Paid Safe and Sick Leave Law," requires covered employees (as defined in Admin. Code § 20-912) in New York City ("City") to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City's Department of Consumer and Worker Protection ("DCWP"), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq*. ("DCWP Rules").

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP's guidance and must comply with DCWP's subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City's administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.[1] Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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[1] Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee’s place of business by order of a public official due to a public health emergency;

d. such employee’s need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee’s family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney’s office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee’s family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee’s need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee’s use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee’s accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions*. Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed $50.00 for each employee who was not given appropriate notice.

F. *Records*. An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Polices and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

THE CITY OF NEW YORK

SINGLE AUDIT REPORT

FOR THE

FISCAL YEAR ENDED JUNE 30, 2025

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SINGLE AUDIT REPORT

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The People of The City of New York:

Report on the audit of the financial statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of The City of New York ("The City"), as of and for the years ended June 30, 2025 and 2024, and the related notes to the financial statements, which collectively comprise The City's basic financial statements as listed in the table of contents.

In our opinion, based on our audits and the reports of other auditors, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of The City as of June 30, 2025 and 2024, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the General Fund for the years then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of those entities disclosed in Note E.1 which represent the following portions of The City for June 30 in the respective years noted:

	Governmental Activities		Business-Type Activities		Aggregate Discretely Presented Component Units		Aggregate Remaining Funds	
	2025	2024	2025	2024	2025	2024	2025	2024
Assets	5%	5%	100%	100%	60%	58%	10%	10%
Net Position (Deficit)/Fund Balance	(3)%	(2)%	100%	100%	76%	72%	10%	10%
Revenue	6%	6%	100%	100%	83%	84%	100%	100%

Those statements were audited by other auditors whose reports have been furnished to us, and our opinions, insofar as they relate to the amounts included for those entities disclosed in Note E.1, are based solely on the reports of the other auditors.

Basis for opinions

We conducted our audits of the financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The City and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions. The financial statements of the Hudson Yards Development Corporation, New York City Educational Construction Fund, New York City School Bus Umbrella Services, Inc., New York City School Construction Authority, New York City School Support Services, Inc., New York City Transitional Finance Authority, TSASC, Inc., The Trust for Governors Island, Brooklyn Public Library, Queens Borough Public Library, New York City Employees' Retirement System, Teachers' Retirement System of The City of New York, New York City Board of Education Retirement System, New York City Police Pension Funds, New York City Fire Pension Funds, and The New York City Other Postemployment Benefit Plan were not audited in accordance with *Government Auditing Standards*.

Responsibilities of management for the financial statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's responsibilities for the audit of the financial statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures

responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required supplementary information
Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Schedules of Changes in City's Net Pension Liability and Related Ratios for Single-Employer Pension Plans at June 30, Schedule of City's Proportionate Share of Net Pension Liabilities of Cost-Sharing Multiple-Employer Pension Plans at June 30, Schedule of City's Contributions for All Pension Plans for Fiscal Years ended June 30, and Schedule of the Net OPEB Liability at June 30, as listed in the foregoing table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with US GAAS. These limited procedures consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary information
Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise The City's basic financial statements. The Consolidated Schedule of Expenditures of Federal Awards, as required by Title 2 *U.S. Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Schedule of Expenditures of State of New York Department of Transportation Assistance Awards, as required by Part 43 of Title 17 of the *New York Codes, Rules and Regulations* ("NYCRR"), and Exhibits 1 – 6, Sub-Schedules of Expenditures of Federal Awards, as listed in the foregoing table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial

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statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures. These additional procedures included comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with US GAAS. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other reporting required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2025, except for the Consolidated Schedule of Expenditures of Federal Awards and the Schedule of Expenditures of State of New York Department of Transportation Assistance Awards, which are as of March 31, 2026, on our consideration of The City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The City's internal control over financial reporting and compliance.

Grant Thornton LLP

New York, New York
October 30, 2025, except for the Consolidated Schedule of Expenditures of Federal Awards and the Schedule of Expenditures of State of New York Department of Transportation Assistance Awards, which are as of March 31, 2026

MANAGEMENT S DISCUSSION AND ANALYSIS
(Unaudited)

Overview of the Financial Statements

The following is a narrative overview and analysis of the financial activities of The City of New York (City or primary government) for the Fiscal Years ended June 30, 2025 and 2024. This discussion and analysis is intended to serve as an introduction to the City s basic financial statements, which have the following components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City s finances in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the City s assets, liabilities, and deferred outflows and inflows of resources. *Net position (deficit)* is the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources. Over time, increases or decreases in *net position* may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *Statement of Activities* presents information summarizing how the City s net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements, including the New York State Financial Emergency Act for The City of New York (Act). The Act requires the City to operate under a rolling Four-Year Financial Plan (Plan). Subject to certain conditions, the Act and the City Charter also require the City to prepare and balance its expense budget covering all expenditures other than capital items, as proposed in the Preliminary Budget and Executive Budget submitted by the Mayor and as adopted by the City Council, so that the results of such budget will not show a deficit when reported in accordance with Generally Accepted Accounting Principles (GAAP), with the exception of certain pollution remediation costs and without regard to certain fund balances. In addition, the expense budget must remain in balance with each budget modification. The City is required to be in balance at the end of each fiscal year. The Plan is broader in scope than the expense budget; it comprises General Fund revenues and expenditures, Capital Projects Fund revenues and expenditures, and all short and long-term financing.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. The principal role of funds in the financial reporting model is to demonstrate fiscal accountability. Governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of a fiscal year. Such information may be useful in evaluating a government s near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City s near-term financing decisions. Both the governmental funds *Balance Sheet* and the governmental funds *Statement of Revenues, Expenditures, and Changes in Fund Balances* provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Proprietary Funds

Proprietary funds are utilized when a state or local government charges customers to recover its costs of providing services. Proprietary funds report on business-type activities, which include enterprise type funds and internal service type funds. The City has no internal service type funds. The City s enterprise funds are the same as the business-type activities reported in the government-wide statements. Proprietary funds statements are prepared using the economic resources measurement focus and accrual basis of accounting. In addition to a *Statement of Net Position* and a *Statement of Revenues, Expenses and Changes in Fund Net Position*, proprietary funds are also required to report a *Statement of Cash Flows*.

Fiduciary Funds

The City s fiduciary funds are divided into two separate fund types: the Pension and Other Employee Benefit Trust Funds and the Custodial Fund.

The **Pension and Other Employee Benefit Trust Funds** account for the operations of:

Pension Trusts

New York City Employees Retirement System (NYCERS)
Teachers Retirement System of The City of New York (TRS)
New York City Board of Education Retirement System (BERS)
New York City Police Pension Funds (POLICE)
New York City Fire Pension Funds (FIRE)

Deferred Compensation Plans (DCP)

The New York City Other Postemployment Benefits Plan (the OPEB Plan)

Each of the pension trusts report all jointly administered plans including primary pension (QPPs), and/or variable supplements funds (VSFs) and/or tax deferred annuity plans (TDAs), as appropriate. VSFs and TDAs are included as part of the Fiduciary Funds Presentation for financial reporting purposes as they provide scheduled supplemental payments, in accordance with applicable statutory provisions. Although a portion of these payments are guaranteed by the City, the State has the right and power to amend, modify, or repeal VSFs and the payments they provide. However, any assets transferred to the VSFs are held in trust solely for the benefit of its members. More information is available in Note E.5.

The Deferred Compensation Plans report the various jointly administered Deferred Compensation Plans of The City of New York and related agencies and Instrumentalities and the New York City Employee Individual Retirement Account (NYCEIRA).

Note: These fiduciary funds publish separate annual financial statements, which are available at: Office of the Comptroller, Bureau of Accountancy Room 200 South, 1 Centre Street, New York, New York 10007, or at www.comptroller.nyc.gov.

These funds use the accrual basis of accounting and a measurement focus on the periodic determination of additions, deductions, and net position restricted for benefits.

The OPEB Plan is composed of The New York City Retiree Health Benefits Trust (the Trust) and postemployment benefits other than pensions (OPEB) paid for directly by the City out of its general resources rather than through the Trust. The Trust is used to accumulate assets to pay for some of the OPEB provided by the City to its retired employees. The OPEB Plan is reported in the City s financial statements as an Other Employee Benefit Trust Fund. The OPEB Plan was established for the exclusive benefit of the City s retired employees and their dependents in providing the following current postemployment benefits: a health insurance program, Medicare Part B premium reimbursements, and welfare fund contributions. The City is not required to provide funding for the OPEB Plan other than the pay-as-you-go amounts necessary to provide current benefits to eligible retirees and their dependents. The City contributed approximately $4.1 billion and $3.2 billion to the OPEB Plan for Fiscal Years 2025 and 2024, respectively.

The **Custodial Fund** accounts for miscellaneous assets held by the City. School fundraiser monies for scholarships, collections from prevailing wage violators, and special assessments held for Business Improvement Districts, are the major miscellaneous assets accounted for in this fund. There are no actions, approvals or conditions required to be fulfilled by the beneficiary prior to the release of the assets. The Custodial Fund uses the accrual basis of accounting and economic resources measurement focus.

Notes to Financial Statements

The notes to financial statements provide additional information that is essential for a more complete understanding of the information provided in the government-wide and fund financial statements.

Financial Reporting Entity

The financial reporting entity consists of the City government and its component units, which are legally separate organizations for which the City is financially accountable.

The City is financially accountable for the organizations that make up its legal entity. The City is also financially accountable for a legally separate organization (component units) if City officials appoint a voting majority of that organization s governing body, and the City is able to either impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the City.

The City may also be financially accountable for organizations that are fiscally dependent on the City if there is a potential for the organizations to provide specific financial benefits to the City, or impose specific financial burdens on the City, regardless of whether the organizations have separate elected governing boards, governing boards appointed by higher levels of government, or jointly appointed boards.

Blended Component Units

Certain component units, despite being legally separate from the City, are reported as if they were part of the City, because in addition to the City being financially accountable for them, they provide services exclusively to the City. The blended component units, which are all reported as Nonmajor Governmental Funds, comprise the following:

Hudson Yards Development Corporation (HYDC)
Hudson Yards Infrastructure Corporation (HYIC)
New York City Educational Construction Fund (ECF)
New York City School Bus Umbrella Services, Inc. (NYCSBUS)
New York City School Construction Authority (SCA)
New York City School Support Services, Inc. (NYCSSS)
New York City Transitional Finance Authority (TFA)
TSASC, Inc. (TSASC)

Business-Type Activities

Additionally, other component units are classified as business-type activities.
Although legally separate from the City, the City has financial accountability for entities under this classification, and as such they are reported as if they are a part of the City. These entities were established to provide services to third parties, and intended to operate with limited or no public subsidy.

The following entities are presented as business-type activities in the City s financial statements:

Brooklyn Bridge Park Corporation (BBPC)
The Trust for Governors Island (TGI)
New York City Tax Lien Trusts (NYCTL Trusts):
  NYCTL 1998-2 Trust
  NYCTL 2021-A Trust
  NYCTL 2025-A Trust
WTC Captive Insurance Company, Inc. (WTC Captive)

Discretely Presented Component Units

Certain component units are discretely presented, because while the City is financially accountable for them, they do not provide services exclusively to the government itself.

The following entities are presented discretely in the City s financial statements as major component units:

New York City Economic Development Corporation (EDC)
New York City Health and Hospitals Corporation (NYC Health + Hospitals)
New York City Housing Authority (NYCHA)
New York City Housing Development Corporation (HDC)
New York City Water and Sewer System (the System):
  New York City Water Board (Water Board)
  New York City Municipal Water Finance Authority (Water Authority)

The following entities are presented discretely in the City s financial statements as nonmajor component units:

Brooklyn Navy Yard Development Corporation (BNYDC)
Brooklyn Public Library (BPL)
Build NYC Resource Corporation (Build NYC)
New York City Business Assistance Corporation (NYBAC)
New York City Industrial Development Agency (IDA)
New York City Land Development Corporation (LDC)
New York City Neighborhood Capital Corporation (NYCNCC)
Public Realm Improvement Fund Governing Group, Inc. (Governing Group)
The Mayor s Fund to Advance New York City (the Fund)
The Queens Borough Public Library and Affiliate (QBPL)

Financial Analysis of the Government-Wide Financial Statements

In the government-wide financial statements all of the activities of the City, aside from its discretely presented component units and business-type activities, are reported as governmental activities.

The City s governmental activities showed a relatively stable financial position in Fiscal Year 2025, with only a minimal $0.5 billion, or 0.2%, decrease in net position from current year operations. However, the beginning net position was restated by $2.5 billion to apply the cumulative effect of the adoption of GASB Statement No. 101, *Compensated Absences*, which was necessary to recognize the change in accounting principle. Total revenues increased by approximately 4.4% from Fiscal Year 2024 to Fiscal Year 2025, a significant gain driven primarily by higher collections of real estate and personal income taxes. This consistent growth in the primary governments revenue from Fiscal Year 2023 to Fiscal Year 2025 not only include taxes but, operating grants and charges for services as well, over the past three fiscal years. The revenue increase over the past few years helped offset volatile expenses. Other components for the changes in net position can be found on page 14.

For the City s business-type activities, net position changed by $215 million, or 25.1% for Fiscal Year 2025. During Fiscal Year 2024 and 2023, net position decreased by $36.6 million and increased by $8.8 million, respectively.

Key elements of these changes are as follows:

Changes in Net Position (in thousands)

	Governmental Activities		
	2025	**2024**	**2023**
Revenues:			
Program revenues:			
Charges for services	$ 6,342,716	$ 5,872,817	$ 5,760,252
Operating grants and contributions	29,894,787	31,497,588	27,915,470
Capital grants and contributions	798,646	892,051	620,108
General revenues:			
Taxes	80,900,330	74,740,155	74,233,151
Investment income	851,925	861,896	622,175
Unrestricted Federal and State aid	94,732	85,456	234,329
Tax equivalency and PILOT HYIC	489,516	401,756	336,315
Tobacco settlement TSASC	147,422	156,917	192,085
Interest income from leases BBP and TGI			
Transfer from (to) residual liability (obligation) WTC Captive			
Decrease in allowance for doubtful accounts			
Other revenue	134,122	154,556	154,457
Total revenues	119,654,196	114,663,192	110,068,342
Expenses:			
General government	9,186,394	10,134,809	3,873,117
Public safety and judicial	22,532,053	22,898,272	22,448,788
Education	37,499,336	39,905,434	35,586,049
City University	1,284,823	1,362,990	1,295,751
Social Services	22,315,172	21,082,523	20,705,483
Environmental protection	5,008,453	5,006,020	5,073,949
Transportation services	4,801,379	4,422,108	3,741,062
Parks, recreation and cultural activities	1,342,602	1,200,745	1,153,522
Housing	5,303,329	5,121,886	3,701,177
Health (including payments to NYC Health + Hospitals)	6,460,034	6,351,159	5,328,352
Libraries	539,620	508,681	509,290
Debt service interest	3,852,220	3,553,143	3,188,811
Brooklyn Bridge Park Corp.			
The Trust for Governor s Island			
WTC Captive Insurance Co.			
New York City Tax Lien Trusts			
Total expenses	120,125,415	121,547,770	106,605,351
Change in net position	(471,219)	(6,884,578)	3,462,991
Net position (deficit), beginning of year as previously reported	(198,095,960)	(191,211,382)	(194,672,684)
Restatement of beginning net position (deficit)	2,478,573		(1,689)
Net position (deficit), beginning of year as restated	(195,617,387)		
Net position (deficit) ending	$(196,088,606)	$ (198,095,960)	$(191,211,382)

Changes in Net Position (Continued)
(in thousands)

	Business-type Activities 2025	Business-type Activities 2024	Business-type Activities 2023	Total Primary Government 2025	Total Primary Government 2024	Total Primary Government 2023
Revenues:						
Program revenues:						
Charges for services	$ 11,411	$ 8,904	$ 8,679	$ 6,354,127	$ 5,881,721	$ 5,768,931
Operating grants and contributions	273,913	19,754	19,200	30,168,700	31,517,342	27,934,670
Capital grants and contributions	36,511	37,238	37,011	835,157	929,289	657,119
General revenues:						
Taxes	23,855	22,993	20,257	80,924,185	74,763,148	74,253,408
Investment income	83,695	137,471	71,946	935,620	999,367	694,121
Unrestricted Federal and State aid				94,732	85,456	234,329
Tax equivalency and PILOT HYIC				489,516	401,756	336,315
Tobacco settlement TSASC				147,422	156,917	192,085
Interest income from leases BBP and TGI	11,045	10,578	10,344	11,045	10,578	10,344
Transfer from (to) residual liability (obligation) WTC Captive	(10,172)	(11,273)	14,084	(10,172)	(11,273)	14,084
Decrease in allowance for doubtful accounts		293,834			293,834	
Other revenue	(394)	352	248	133,728	154,908	154,705
Total revenues	429,864	519,851	181,769	120,084,060	115,183,043	110,250,111
Expenses:						
General government				9,186,394	10,134,809	3,873,117
Public safety and judicial				22,532,053	22,898,272	22,448,788
Education				37,499,336	39,905,434	35,586,049
City University				1,284,823	1,362,990	1,295,751
Social Services				22,315,172	21,082,523	20,705,483
Environmental protection				5,008,453	5,006,020	5,073,949
Transportation services				4,801,379	4,422,108	3,741,062
Parks, recreation and cultural activities				1,342,602	1,200,745	1,153,522
Housing				5,303,329	5,121,886	3,701,177
Health (including payments to NYC Health + Hospitals)				6,460,034	6,351,159	5,328,352
Libraries				539,620	508,681	509,290
Debt service interest				3,852,220	3,553,143	3,188,811
Brooklyn Bridge Park Corp.	42,220	38,839	38,558	42,220	38,839	38,558
The Trust for Governor s Island	60,598	57,496	54,135	60,598	57,496	54,135
WTC Captive Insurance Co.	1,769	1,726	1,752	1,769	1,726	1,752
New York City Tax Lien Trusts	110,632	458,353	78,515	110,632	458,353	78,515
Total expenses	215,219	556,414	172,960	120,340,634	122,104,184	106,778,311
Change in net position	214,645	(36,563)	8,809	(256,574)	(6,921,141)	3,471,800
Net position (deficit), beginning of year as previously reported	855,215	891,778	882,969	(197,240,745)	(190,319,604)	(193,789,715)
Restatement of beginning net position (deficit)	225			2,478,798		(1,689)
Net position (deficit), beginning of year as restated	855,440			(194,761,947)		
Net position (deficit) ending	$ 1,070,085	$ 855,215	$ 891,778	$ (195,018,521)	$ (197,240,745)	$(190,319,604)

In Fiscal Year 2025, the government-wide revenues increased from Fiscal Year 2024 by approximately $5 billion and government-wide expenses decreased by approximately $1.4 billion.

The major components of the government-wide revenue increases were:

- Tax revenues, net of refunds, increased overall.
  - The increase in tax revenues were a result of the following:
    - The increase in real estate taxes resulted from growth in billable assessed value during the fiscal year.
    - The increase in sales and use taxes reflect a general increase in consumption activity.
    - The increase in personal income taxes withholding revenue is driven by a robust labor market and record high Wall Street bonuses, coupled with higher non-withholding revenue driven by strength in financial markets
    - For other income taxes, unincorporated business income taxes increased due to strong performance among unincorporated finance and non-finance businesses, with particularly significant gains in the securities and commodities sectors. Pass-through entity taxes also increased, driven by higher prior-year settlement payments and continued strength in the financial markets.
    - For all other taxes, the increase in hotel room occupancy taxes was driven by higher hotel occupancy and increase in room rates. The rise in Payment in Lieu of Taxes resulted from the City receiving additional payments from Hudson Yards Infrastructure Corporation and Battery Park City Authority during the fiscal year. The increase in conveyance of real property taxes is due to an increase in the volume of residential and commercial properties sold.
  - Operating grants and contributions decreased due to the decline in Federal revenues in FY 2025, primarily in Education Foundation Aid and Federal Stimulus.

The major components of the changes in government-wide expenses were:

- The increase in government-wide expenses were a result of the following:
  - Social Services expenses grew due to increased spending at the Department of Social Services, particularly for rental assistance costs and public assistance costs.
  - Environmental Protection expenses increased due to an increase in hiring, collective bargaining increases, higher water and wastewater treatment chemical costs, higher wastewater treatment disposal costs, and added investments in technology and cybersecurity measures.
  - Cultural Activities and Libraries expenses increased due to the restoration of prior year spending reductions and increased funding for the cultural institutions group.
  - Public Safety and Judicial expenses increased due to the reinstatement of the Mayor s Office of Criminal Justice department code and the recognition of expenses within this department code.
  - Transportation expenses increased as a result of higher Department of Transportation s cost driven by rising costs of construction materials such as steel and concrete, as well as collective bargaining increases.
- The decrease in government-wide expenses were a result of following:
  - General Government expenses decreased due to the Office of Technology and Innovation s implementation of prior year savings initiatives and changes to procurement schedules.

In Fiscal Year 2024, the governmental activities revenues increased from Fiscal Year 2023 by approximately $4.6 billion and expense increased by approximately $15 billion.

The major components of the governmental activities increase in revenues were:

Tax revenues, net of refunds, increased overall.

The increase in tax revenues were a result of the following:

The increase in real estate taxes resulted from growth in billable assessed value during the fiscal year.

The increase in sales and use taxes reflect a general increase in consumption activity.

For all other taxes, the increase in hotel room occupancy taxes was due to higher hotel occupancy and increase in room rates. The increase in Payment in Lieu of Taxes was due to the City receiving additional payments from Hudson Yards Infrastructure Corporation and Battery Park City Authority during the fiscal year.

The decreases in tax revenues were a result of the following:

The decrease in Personal income tax was due to decline in non-wage related payments and higher refunds issuance to settle overpayments by the taxpayers.

The decrease in mortgage taxes reflects lower mortgage origination demands due to higher mortgage interest rates.

The decrease in conveyance of real property taxes was due to a decline in the volume of residential and commercial properties sold.

Operating grants and contributions increased as a result of higher Federal and State revenues in FY 2024, primarily in Education Foundation Aid, Asylum Seeker and Federal Stimulus.

The major components of the changes in governmental activities expenses were:

The increase in governmental activities expenses were a result of the following:

Education expenses increased due to collective bargaining agreements, growth in mandated costs for special education pupils and increased charter school expenses.

Social Services expenses increased due to increased spending on daycare by the Administration for Children s Services. Additionally, HRA expenses increased due to growth in the Cash Assistance caseload, growing utilization and cost of Rental Assistance vouchers as well as Medicaid Initiative payments.

Housing expenses increased due to housing voucher rent increases, full roll-out of the Emergency Housing Voucher program, new shelter and service costs associated with the Asylum Seekers response, and increased funding for the New York City Housing Authority.

General Government expenses increased due to an increase in Department of Citywide Administrative Services expenses for costs related to Asylum seekers. Additionally, Department of Youth and Community Development expenses increased due to the transfer of the Office of Neighborhood Safety (ONS) and the expansion of two Youth Workforce Programs.

Health expenses increased due to cost related to Asylum seekers.

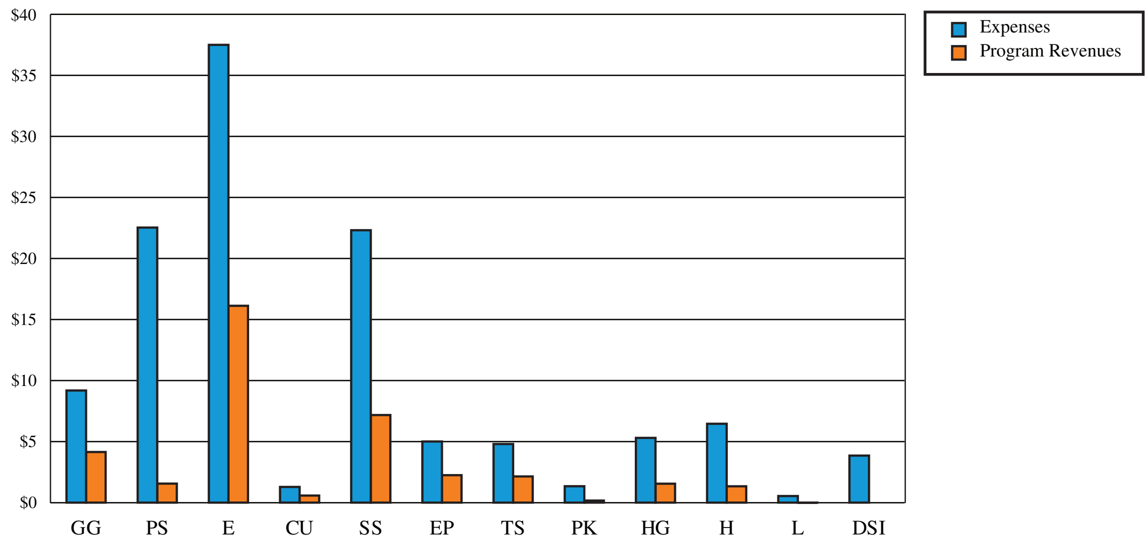
Transportation expenses increased due to MTA s decreased fare revenues, escalating MTA costs, and the State mandated higher City contributions.

The decrease in governmental activities expenses were a result of following:

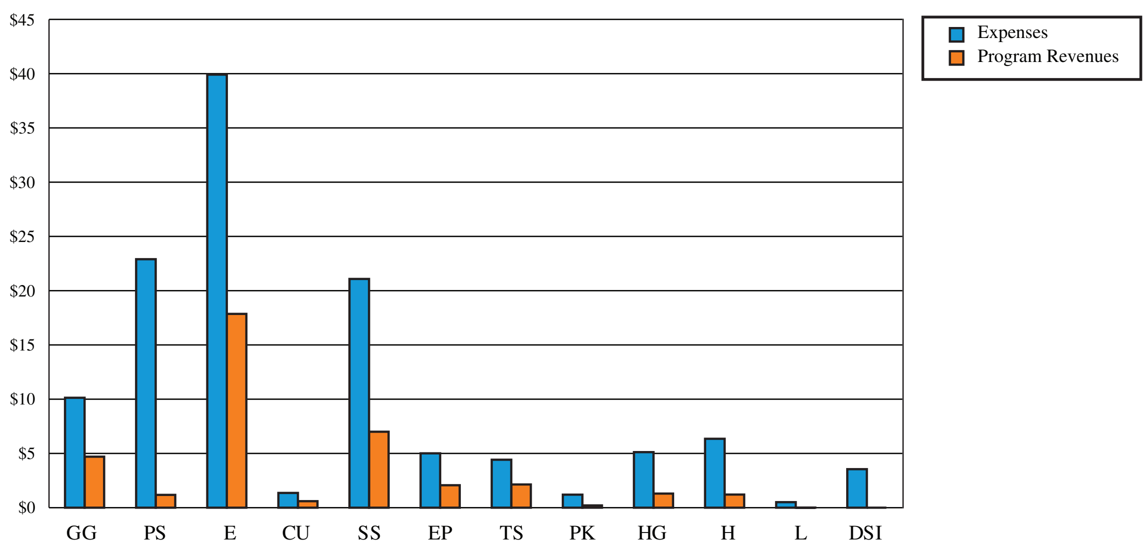
Transit expenses decreased due to the Taxi and Limousine Commission s Medallion Relief Program, which was put in place to help Taxi operators pay off their loans. The funding for the program was disbursed in FY23.

The following charts compare the amounts of expenses and program revenues for Fiscal Years 2025 and 2024:

Expenses and Program Revenues — Governmental Activities
for the Fiscal Year ended June 30, 2025
(in billions)



Expenses and Program Revenues — Governmental Activities
for the Fiscal Year ended June 30, 2024
(in billions)

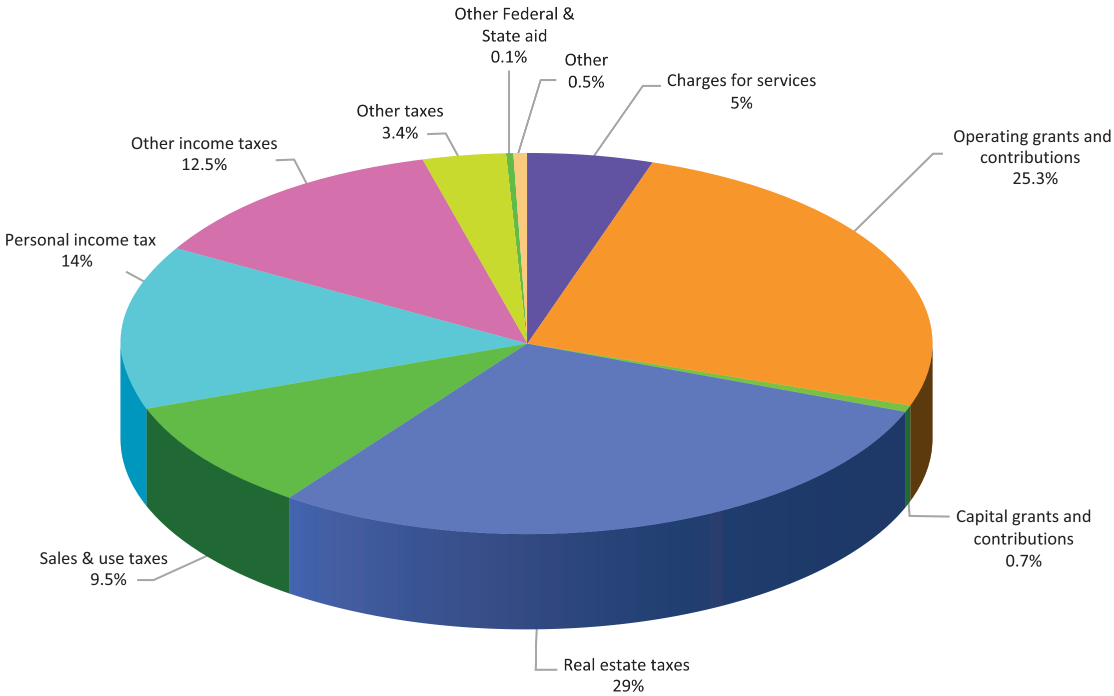


Functions/Programs

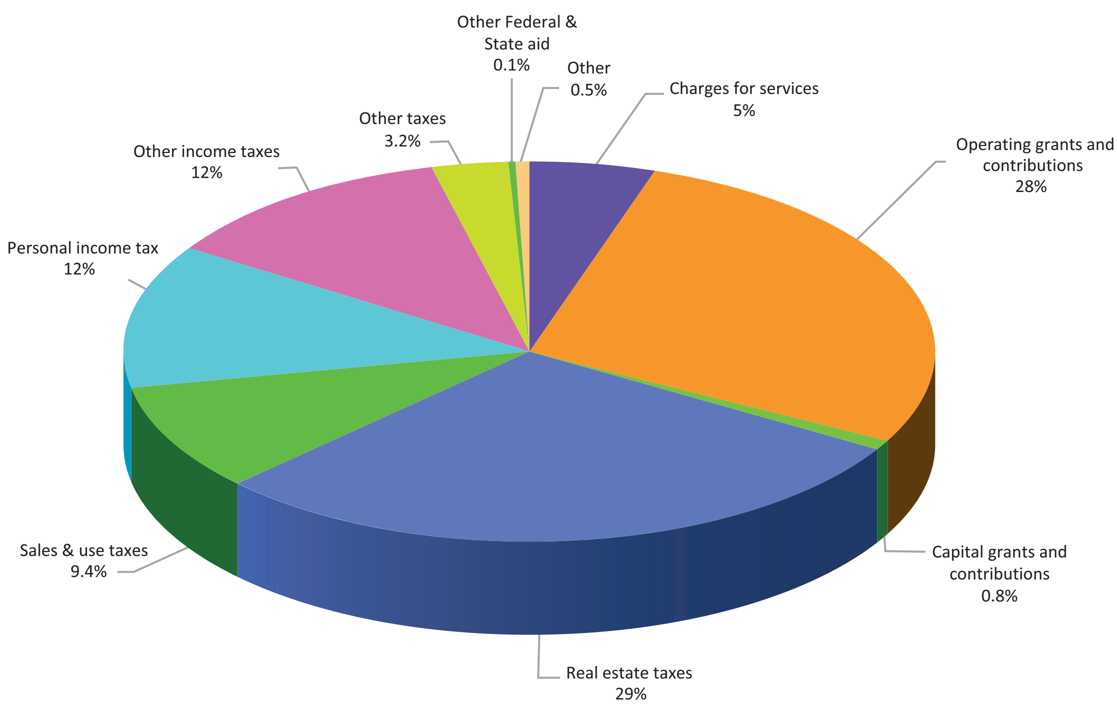
GG	General government
PS	Public safety and judicial
E	Education (Primary and Secondary)
CU	City University
SS	Social services
EP	Environmental protection
TS	Transportation services
PK	Parks, recreation, and cultural activities
HG	Housing
H	Health, including payments to NYC Health + Hospitals
L	Libraries
DSI	Debt service interest

The following charts compare the amounts of program and general revenues for Fiscal Years 2025 and 2024:

Revenues by Source Governmental Activities for the Fiscal Year ended June 30, 2025



Revenues by Source Governmental Activities for the Fiscal Year ended June 30, 2024



Increases and decreases of net position may over time serve as a useful indicator of changes in a government s financial position. In the case of the City s governmental activities for Fiscal Year 2025, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources by $196.1 billion, a decrease in the net deficit of $2.0 billion from June 30, 2024, which in turn compares with an increase to the net deficit of $6.9 billion over the prior Fiscal Year 2023.

The City s financial outlook improved in Fiscal Year 2025. The governmental activities net deficit decreased from Fiscal Year 2024 to Fiscal Year 2025, driven by a decrease in total liabilities while assets increased. Key factors included the issuance of additional City and Transitional Finance Authority (TFA) bonds, revenue from a tax lien sale held during the year, and a reduction in the net pension liability as a result of a decrease in TRS liability due primarily to larger than expected investment returns of the Qualified Pension Plan. Furthermore, capital assets increased by roughly 4% from Fiscal Year 2024 to Fiscal Year 2025 (with further explanation found in Note D.2). Alternatively, the net position for business-type activities increased by approximately 25%, a change mostly due to an increase in accounts receivable across those reporting entities.

See table below for further details:

Net Position
(in thousands)

	Governmental Activities		
	2025	**2024**	**2023**
Current and other assets	$ 72,613,838	$ 70,149,401	$ 69,908,740
Capital assets (net of depreciation)	88,901,418	85,398,719	85,227,489
Total assets	161,515,256	155,548,120	155,136,229
Deferred outflows of resources	8,703,573	11,583,198	15,276,936
Long-term liabilities outstanding	276,760,114	277,201,062	272,052,464
Other liabilities	42,959,658	44,109,102	43,379,932
Total liabilities	319,719,772	321,310,164	315,432,396
Deferred inflows of resources	46,587,663	43,917,114	46,192,151
Net position:			
Net investment in capital assets	(12,897,842)	(11,783,734)	(7,200,892)
Restricted	6,016,833	4,185,558	4,623,670
Unrestricted (deficit)	(189,207,597)	(190,497,784)	(188,634,160)
Total net position (deficit)	$(196,088,606)	$(198,095,960)	$(191,211,382)

Net Position - (continued)
(in thousands)

	Business-Type Activities			Total Primary Government		
	2025	**2024**	**2023**	**2025**	**2024**	**2023**
Current and other assets	$ 1,115,481	$ 812,376	$ 855,291	$ 73,729,319	$ 70,961,777	$ 70,764,031
Capital assets (net of depreciation)	604,225	614,169	622,583	89,505,643	86,012,888	85,850,072
Total assets	1,719,706	1,426,545	1,477,874	163,234,962	156,974,665	156,614,103
Deferred outflows of resources				8,703,573	11,583,198	15,276,936
Long-term liabilities outstanding	427,050	387,725	389,828	277,187,164	277,588,787	272,442,292
Other liabilities	74,851	32,505	42,622	43,034,509	44,141,607	43,422,554
Total liabilities	501,901	420,230	432,450	320,221,673	321,730,394	315,864,846
Deferred inflows of resources	147,720	151,100	153,646	46,735,383	44,068,214	46,345,797
Net position:						
Net investment in capital assets	604,117	613,958	622,272	(12,293,725)	(11,169,776)	(6,578,620)
Restricted	465,968	241,257	269,506	6,482,801	4,426,815	4,893,176
Unrestricted (deficit)				(189,207,597)	(190,497,784)	(188,634,160)
Total net position (deficit)	$ 1,070,085	$ 855,215	$ 891,778	$(195,018,521)	$(197,240,745)	$(190,319,604)

The excess of liabilities and deferred inflows of resources over assets and deferred outflows of resources reported for governmental activities on the government-wide Statement of Net Position is a result of several factors. The largest components of the net position (deficit) are the result of the City having long-term debt with no corresponding capital assets and the City s Pension and Post-retirement benefits liability. The following summarizes the main components of the net deficit as of June 30, 2025 and 2024:

	Components of Net Position (Deficit)	
	2025	2024
	(in billions)	
Net Investment in Capital Assets		
Some City-owned assets have a depreciable life used for financial reporting that is different from the period over which the related debt principal is being repaid. However, debt is amortized within the applicable period as dictated by governing State Local Finance Law and Federal Tax Law	$ (12.9)	$ (11.8)
Net Position Restricted for:		
Capital Projects	2.1	0.3
Debt Service	1.9	1.8
Operations	2.0	2.1
Total restricted net position	6.0	4.2
Unrestricted Net Position		
The City has issued debt for the acquisition and construction of public purpose capital assets which are not reported as City-owned assets on the Statement of Net Position. This includes assets of the NYC Transit Authority, the System, NYC Health + Hospitals, and certain public libraries and cultural institutions. This is the debt outstanding (including premiums and discounts) for non-City owned assets at year end	(31.6)	(26.1)
Certain long-term obligations do not require funding in the current period:		
Net OPEB liability	(96.4)	(98.3)
Judgments and claims	(8.9)	(6.6)
Compensated absences	(4.4)	(6.6)
Net Pension liability	(27.1)	(35.7)
Landfill closure and postclosure care costs	(1.2)	(1.2)
Deferred outflows of resources	8.7	11.6
Deferred inflows of resources	(26.0)	(25.1)
Other	(2.3)	(2.5)
Total unrestricted net position	(189.2)	(190.5)
Total net position (deficit)	$(196.1)	$(198.1)

The following table provides Fiscal Year ended June 30, 2025, pension statistics by pension system as of the dates of the most recent actuarial valuations:

Summary of City Pension Information Fiscal Year 2025

	NYCERS*	TRS**	BERS**	POLICE*	FIRE*	Total
City Membership (active, inactive and retired) as of 6/30/24	227,646	263,527	58,783	92,906	27,750	670,612
			(in billions, except %)			
Total Pension Liability (TPL)	$ 62.0	$ 87.6	$ 7.4	$ 67.7	$ 28.8	$ 253.5
Less Plan Fiduciary Net Position (PFNP)	54.4	79.2	7.6	62.4	22.9	226.5
Net Pension Liability (NPL)	$ 7.6	$ 8.4	$ (0.2)	$ 5.3	$ 5.9	$ 27.0
PFNP as a % of TPL***	87.7%	90.4%	102.7%	92.2%	79.5%	89.3%
Pension Expense	$ 1.4	$ 1.9	$ 0.1	$ 1.3	$ 1.0	$ 5.7

* Includes QPP and VSFs
** QPP only
*** Calculated based on whole dollar unrounded amounts.

The following table provides Fiscal Year ended June 30, 2024 pension statistics by pension system as of the dates of the most recent actuarial valuations:

Summary of City Pension Information Fiscal Year 2024

	NYCERS*	TRS**	BERS**	POLICE*	FIRE*	Total
City Membership (active, inactive and retired) as of 6/30/23	225,452	260,439	58,280	91,979	27,651	663,801
			(in billions, except %)			
Total Pension Liability (TPL)	$ 61.6	$ 84.0	$ 7.0	$ 65.8	$ 27.8	$ 246.2
Less Plan Fiduciary Net Position (PFNP)	51.9	72.0	6.8	58.7	21.1	210.5
Net Pension Liability (NPL)	$ 9.7	$ 12.0	$ 0.2	$ 7.1	$ 6.7	$ 35.7
PFNP as a % of TPL***	84.3%	85.7%	97.1%	89.2%	75.9%	85.5%
Pension Expense	$ 2.3	$ 2.6	$ 0.1	$ 1.9	$ 1.3	$ 8.2

* Includes QPP and VSFs
** QPP only
*** Calculated based on whole dollar unrounded amounts.

More information about pensions is available in Note E.5.

Financial Analysis of the Governmental Funds

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The table below summarizes the changes in the fund balances of the City s governmental funds.

Governmental Funds

	General Fund	Capital Projects Fund	General Debt Service Fund	Nonmajor Governmental Funds	Adjustment/ Eliminations	Total
			(in thousands)			
Fund Balances (deficit), June 30, 2023	$ 4,195,861	$ (6,346,587)	$ 2,835,203	$ 4,888,591	$	$ 5,573,068
Revenues	112,387,407	2,502,186	52,934	6,994,386	(6,154,126)	115,782,787
Expenditures	(105,270,980)	(14,524,464)	(4,312,735)	(11,906,788)	5,308,936	(130,706,031)
Other financing sources (uses)	(7,275,177)	10,877,079	3,395,720	4,965,232	845,190	12,808,044
Fund Balances (deficit), June 30, 2024	4,037,111	(7,491,786)	1,971,122	4,941,421		3,457,868
Revenues	117,208,228	2,810,544	61,653	7,060,156	(6,044,340)	121,096,241
Expenditures	(109,610,157)	(15,578,006)	(4,353,789)	(15,373,313)	4,933,771	(139,981,494)
Other financing sources (uses)	(7,628,526)	15,557,243	3,778,495	8,528,455	1,110,569	21,346,236
Fund Balances (deficit), June 30, 2025	$ 4,006,656	$ (4,702,005)	$ 1,457,481	$ 5,156,719	$	$ 5,918,851

The City s General Fund is required to adopt an annual budget prepared on a basis generally consistent with Generally Accepted Accounting Principles (GAAP). Fiscal year-end surpluses are deposits into the Revenue Stabilization Fund and can be used in future fiscal years. If the City anticipates that the General Fund will have an operating surplus, the City can make discretionary transfers to the General Debt Service Fund and other payments that reduce the amount of the General Fund surplus for financial reporting purposes and reduce the need for expenditures in the succeeding fiscal year or years. After expenditures and transfers, the General Fund reported an operating surplus of $5 million, not including restricted fund activities.

The General Fund saw a 0.8% decrease in its fund balance between FY2024 and FY2025. Correspondingly, the Revenue Stabilization Fund balance increased by $5 million. Additional information on the exclusion of restricted fund activities can be found in Note A.20 of the Basic Financial Statements.

The General Debt Service Fund receives transfers (discretionary and other) from the General Fund from which it pays the City s debt service requirements. Its fund balance at June 30, 2025 can be attributed principally to transfers (discretionary transfer and other) from the General Fund totaling $1.4 billion in Fiscal Year 2025 for Fiscal Year 2026 debt service. Similar transfers in Fiscal Year 2024 of $2.0 billion for Fiscal Year 2025 debt service also primarily account for the General Debt Service Fund balance at June 30, 2024.

The Capital Projects Fund accounts for the financing of the City s capital program. The primary source of funding is the issuance of City and TFA debt. Capital-related expenditures are first paid from the General Fund, which is reimbursed for these expenditures by the Capital Projects Fund. To the extent that capital expenditures exceed proceeds from bond issuances, and other revenues and financing sources, the Capital Projects Fund will have a deficit. The deficit fund balances at June 30, 2025 and 2024 represent the amounts expected to be financed from future bond issues or intergovernmental reimbursements. To the extent the deficits will not be financed or reimbursed, transfers from the General Fund will be required.

General Fund Pollution Remediation

GAAP requires recognition of pollution remediation obligations and generally precludes costs incurred for pollution remediation from being reported as capital expenditures. Thus, the City s Fiscal Year 2025 General Fund expenditures include approximately $211.0 million of pollution remediation expenditures associated with projects which were originally included in the City s capital program. The City also reported $205.9 million of City bond proceeds and $5.1 million of other revenues (New York City Municipal Water Finance Authority bond proceeds transferred to the City) supporting the $211.0 million of pollution remediation expenditures in the General Fund for Fiscal Year 2025. While overall expenditures decreased across most functional areas because projects were deferred to future fiscal years without current year costs, Housing expenditures increased due to the ongoing lead and asbestos abatement programs.

In Fiscal Year 2024, $217.9 million of City bond proceeds and $6.8 million of other revenues supported the $224.7 million of pollution remediation expenditures reported in the General Fund. For additional information on the City s pollution remediation obligations, see Note D.5 of the basic financials.

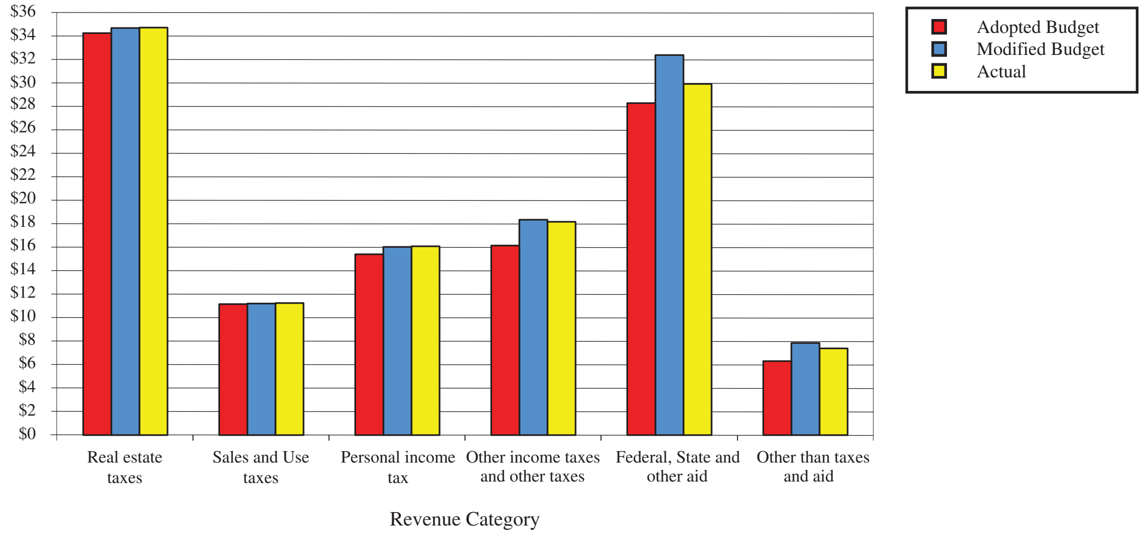
Although amounts were not established in the Adopted Budget, a modification to the budget was made to accommodate the amount of pollution remediation expenditure charge in the General Fund. These pollution remediation expenditures were incurred by various agencies, as follows:

	General Fund Pollution Remediation Expenditures	
	2025	**2024**
	(in thousands)	
General government	$ 9,869	$ 30,371
Public safety and judicial	1,150	15,383
Education	112,893	119,955
Social services	1,161	299
Environmental protection	8,037	13,040
Transportation services	13,691	26,054
Parks, recreation, and cultural activities	3,138	5,383
Housing	56,549	7,486
Health, including NYC Health + Hospitals	2,989	5,958
Libraries	1,506	729
Total expenditures	$ 210,983	$ 224,658

General Fund Budgetary Highlights Revenues

The following charts and tables summarize actual revenues by category and include restricted fund activities, for Fiscal Years 2025 and 2024 and compare revenues with each fiscal year s Adopted Budget and Modified Budget. Additional information on restricted fund activities can be found in Other Supplementary Information - Schedule G7.

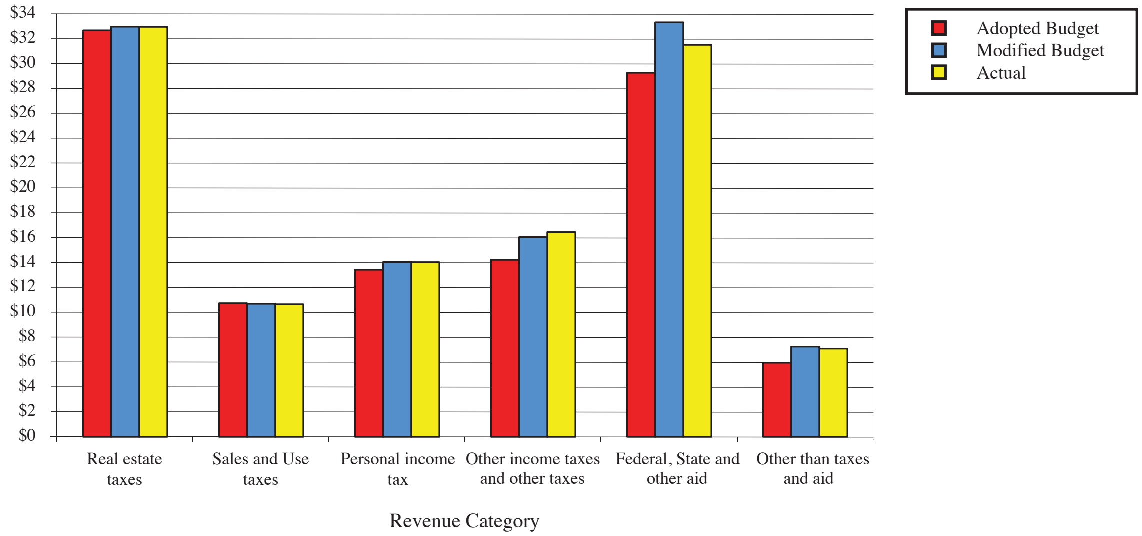
General Fund Revenues
Fiscal Year 2025
(in billions)



General Fund Revenues
Fiscal Year 2025

	Adopted Budget	Modified Budget (in millions)	Actual
Taxes (net of refunds):			
Real estate taxes	$ 34,280	$ 34,714	$ 34,757
Sales and use taxes	11,178	11,222	11,264
Personal income tax	15,425	16,048	16,102
Other income taxes	11,635	14,309	14,119
Other taxes	4,530	4,058	4,073
Taxes (net of refunds)	77,048	80,351	80,315
Federal, State and other aid:			
Categorical	28,311	32,356	29,895
Unrestricted		52	53
Federal, State and other aid	28,311	32,408	29,948
Other than taxes and aid:			
Charges for services	3,520	3,535	3,501
Other revenues	2,551	3,866	3,108
Restricted fund activity			336
Bond proceeds		206	206
Transfers from Nonmajor Debt Service Fund	197	204	204
Transfers from General Debt Service Fund	42	42	42
Other than taxes and aid	6,310	7,853	7,397
Total revenues	$111,669	$120,612	$117,660

General Fund Revenues
Fiscal Year 2024
(in billions)



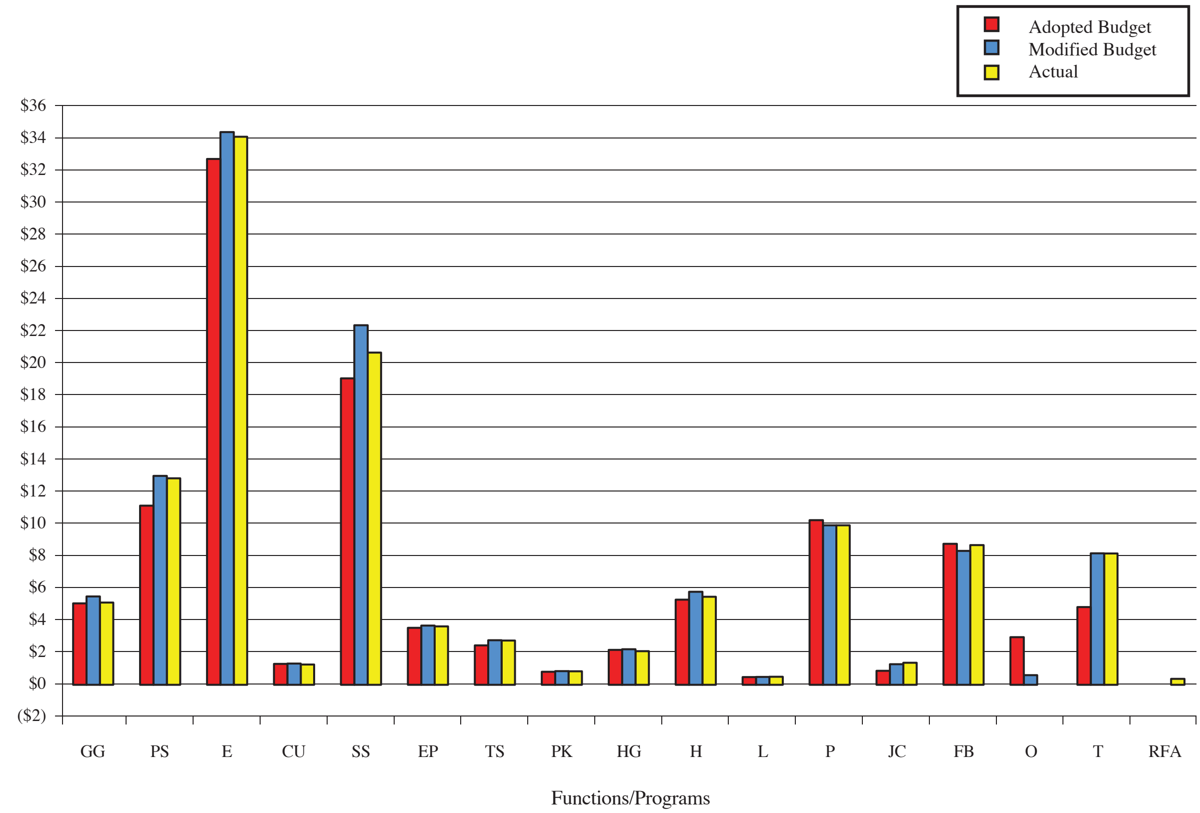
General Fund Revenues
Fiscal Year 2024

	Adopted Budget	Modified Budget	Actual
		(in millions)	
Taxes (net of refunds):			
Real estate taxes	$ 32,705	$ 32,998	$ 32,987
Sales and use taxes	10,751	10,706	10,667
Personal income tax	13,443	14,070	14,053
Other income taxes	9,849	12,411	12,772
Other taxes	4,391	3,660	3,698
Taxes (net of refunds)	71,139	73,845	74,177
Federal, State and other aid:			
Categorical	29,293	33,318	31,498
Unrestricted		32	41
Federal, State and other aid	29,293	33,350	31,539
Other than taxes and aid:			
Charges for services	3,142	3,275	3,147
Other revenues	2,557	3,528	3,149
Restricted fund activity			376
Bond proceeds		218	218
Transfers from Nonmajor Debt Service Fund	219	192	164
Transfers from General Debt Service Fund	45	45	44
Other than taxes and aid	5,963	7,258	7,098
Total revenues	$106,395	$114,453	$112,814

General Fund Budgetary Highlights Expenditures

The following charts and tables summarize actual expenditures by function/program and include restricted fund activities for Fiscal Years 2025 and 2024, and compare expenditures with each fiscal year s Adopted Budget and Modified Budget. Additional information on restricted fund activities can be found in Other Supplementary Information - Schedule G7.

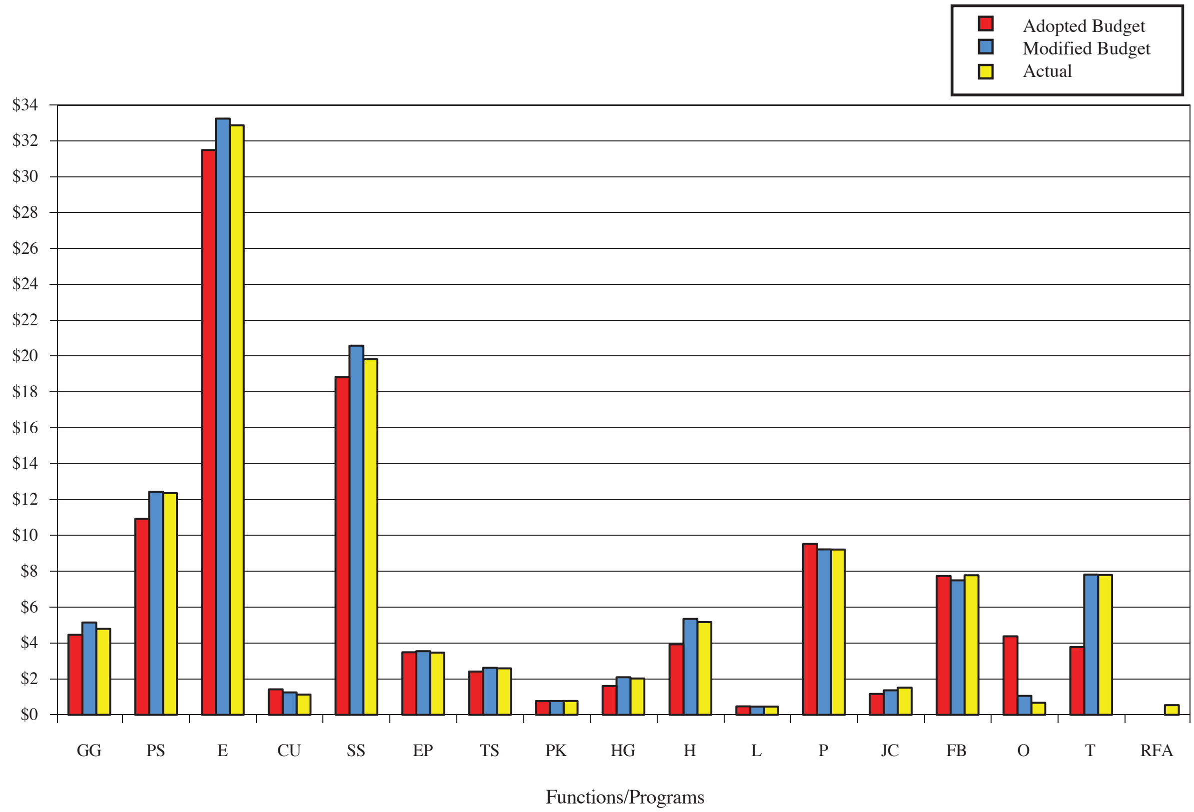
General Fund Expenditures
Fiscal Year 2025
(in billions)



General Fund Expenditures
Fiscal Year 2025

	Adopted Budget	Modified Budget	Actual
		(in millions)	
General government (GG)	$ 5,062	$ 5,493	$ 5,112
Public safety and judicial (PS)	11,138	12,987	12,839
Education (E)	32,673	34,347	34,051
City university (CU)	1,301	1,321	1,262
Social services (SS)	19,043	22,348	20,642
Environmental protection (EP)	3,549	3,688	3,633
Transportation services (TS)	2,451	2,774	2,755
Parks, recreation and cultural activities (PK)	814	854	848
Housing (HG)	2,178	2,212	2,093
Health, including NYC Health + Hospitals (H)	5,299	5,783	5,477
Libraries (L)	489	499	500
Pensions (P)	10,235	9,917	9,916
Judgments and claims (JC)	877	1,282	1,376
Fringe benefits and other benefit payments (FB)	8,765	8,329	8,689
Other (O)	2,963	601	(39)
Transfers and other payments for debt service (T)	4,832	8,175	8,166
Restricted fund activity (RFA)			371
Total expenditures	$111,669	$120,610	$117,691

General Fund Expenditures
Fiscal Year 2024
(in billions)



General Fund Expenditures
Fiscal Year 2024

	Adopted Budget	Modified Budget	Actual
		(in millions)	
General government (GG)	$ 4,464	$ 5,148	$ 4,794
Public safety and judicial (PS)	10,932	12,433	12,356
Education (E)	31,486	33,239	32,866
City university (CU)	1,421	1,250	1,129
Social services (SS)	18,829	20,580	19,822
Environmental protection (EP)	3,487	3,547	3,469
Transportation services (TS)	2,414	2,621	2,591
Parks, recreation and cultural activities (PK)	766	770	773
Housing (HG)	1,607	2,095	2,026
Health, including NYC Health + Hospitals (H)	3,931	5,348	5,168
Libraries (L)	472	458	458
Pensions (P)	9,530	9,223	9,215
Judgments and claims (JC)	1,165	1,367	1,516
Fringe benefits and other benefit payments (FB)	7,736	7,497	7,780
Other (O)	4,377	1,057	672
Transfers and other payments for debt service (T)	3,778	7,820	7,798
Restricted fund activity (RFA)			540
Total expenditures	$106,395	$114,453	$112,973

General Fund Surplus

The City had General Fund surpluses of $3.8 billion, $4.4 billion and $5.5 billion before certain expenditures and transfers (discretionary and other), and without regard to the restricted fund balance for Fiscal Years 2025, 2024 and 2023, respectively. For Fiscal Years 2025, 2024 and 2023, the General Fund surplus was $5 million after expenditures and transfers (discretionary and other).

The expenditures and transfers (discretionary and other) made by the City after the adoption of its Fiscal Years 2025, 2024 and 2023 budgets follow:

	General Fund		
	2025	2024	2023
		(in millions)	
Transfer, as required by law, to the General Debt Service Fund of real estate taxes collected in excess of the amount needed to finance debt service	$ 131	$	$ 85
Discretionary transfers to the General Debt Service Fund	1,312	1,954	2,727
Grant to TFA	2,344	2,443	2,166
Payment to the Retiree Health Benefits Trust			500
Total expenditures and transfers (discretionary and other)	3,787	4,397	5,478
Reported surplus*	5	5	5
Total surplus	$ 3,792	$ 4,402	$ 5,483

* The calculation of the reported surplus excludes restricted fund activities and contributions to the revenue stabilization fund. See Note A.20 of the Basic Financial Statements.

Fiscal Year 2025

Final results for any given fiscal year may differ greatly from that year s Adopted Budget. The following table shows the variance between actuals and amounts for the Fiscal Year ended 2025 Adopted Budget:

	2025 (in millions)
Additional Resources:	
Allocation of general reserve and capital stabilization reserve	$ 1,450
Lower than expected other expenditures general	1,364
Higher than expected Federal categorical aid	1,322
Higher than expected business income tax collections	1,223
Higher than expected personal income tax and pass-through entity tax collections	1,187
Lower than expected all other personnel services spending	1,061
Higher than expected State categorical aid	584
Higher than expected real estate tax collections	477
Higher than expected other miscellaneous revenue	410
Lower than expected debt service spending (net of prepayment of Fiscal Year 2026 costs)	402
Lower than expected Medicaid spending	367
Lower than expected pension costs	322
Higher than expected all other tax collections	265
Higher than expected interest income	261
Higher than expected pollution remediation bond proceeds	206
Higher than expected revenue from fines and forfeitures	190
Higher than expected mortgage recording tax collections	86
Lower than expected supply and material costs (excluding fuel)	86
Lower than expected other administrative services spending	83
Lower than expected energy costs	70
Higher than expected utility tax collections	55
Higher than expected revenue from rental, housing and other general government charges	54
Higher than expected other unrestricted aid	53
Higher than expected commercial rent tax collections	37
Restricted fund activity adjustment*	36
Higher than expected revenue from licenses, permits and privileges	18
Higher than expected Capital Fund reimbursements for Interfund Agreements	13
Lower than expected contribution to disallowance reserve	8
Total	11,690
Enabled the City to provide for:	
Prepayments for certain debt service costs due in Fiscal Year 2026	3,787
Higher than expected contractual services costs	2,388
Higher than expected overtime spending	1,148
Higher than expected public assistance costs	996
Higher than expected all other social service spending (excluding Medicaid and public assistance costs)	811
Higher than expected all other fixed and miscellaneous charges	791
Higher than expected judgments and claims costs	471
Higher than expected health insurance spending	438
Lower than expected non-governmental grant revenue	310
Higher than expected pollution remediation costs	211
Higher than expected payments to NYC Health + Hospitals	144
Higher than expected property and equipment spending	55
Lower than expected real property transfer tax collections	32
Lower than expected sales tax collections	30
Lower than expected revenue from water and sewer charges	73
Total	11,685
Reported Surplus Net of Restricted Fund Activities	$ 5

* Additional information on the revenue stabilization fund can be found in Note A20 of the Basic Financial Statements.

Fiscal Year 2024

Final results for any given fiscal year may differ greatly from that year s Adopted Budget. The following table shows the variance between actuals and amounts for the Fiscal Year ended 2024 Adopted Budget:

	2024 (in millions)
Additional Resources:	
Lower than expected all other personal services costs	$ 1,886
Higher than expected general corporation tax collections	1,764
Reallocation of general reserve	1,200
Higher than expected state categorical aid	1,179
Higher than expected federal categorical aid	1,077
Lower than expected all other administrative costs	1,068
Greater than expected personal income tax collections	624
Greater than expected all other miscellaneous revenues	484
Greater than expected unincorporated business tax collections	462
Lower than expected Medicaid spending	405
Lower than expected debt service spending (net of roll)	356
Lower than expected supplies and materials costs (excluding fuel costs)	346
Lower than expected pension costs	314
Higher than expected real estate tax collections	282
Greater than expected interest income	261
Greater than expected pollution remediation bond proceeds	218
Lower than expected energy costs	204
Higher than expected revenues from fines and forfeitures	189
Restricted fund activity*	164
Higher than expected sales tax collections	160
Higher than expected pass-through entity tax collections	157
Greater than expected all other tax collections	120
Lower than expected property and equipment costs	119
Higher than expected revenues from water and sewer charges	91
Higher than expected commercial rent tax collections	70
Higher than expected unrestricted aid	41
Higher than expected revenues from licenses, permits and privileges	22
Higher than expected Capital Fund reimbursements for Interfund Agreements	22
Lower than expected contribution to disallowance reserve	2
Total	13,287
Enabled the City to provide for:	
Prepayments for certain debt service costs due in Fiscal Year 2025	4,397
Greater than expected contractual services costs	2,651
Higher than expected payments to NYC Health + Hospitals	1,276
Higher than expected overtime spending	1,255
Higher than expected all other fixed and miscellaneous charges	769
Greater than expected public assistance spending	740
Higher than expected all other social services spending (excluding Medicaid and public assistance)	607
Greater than expected judgments & claims costs	354
Lower than expected mortgage tax collections	256
Greater than expected pollution remediation costs	225
Higher than expected health insurance costs	225
Lower than expected real property transfer tax collections	212
Lower than expected banking corporation tax collections	106
Lower than expected non-governmental grants	97
Lower than expected revenues from all other general government charges	85
Lower than expected utility tax collections	27
Total	13,282
Reported Surplus Net of Restricted Fund Activities	$ 5

* Additional information on the revenue stabilization fund can be found in Note A20 of the Basic Financial Statements.

Capital Assets

The City s investment in capital assets (net of accumulated depreciation/amortization), is detailed as follows:

Governmental Activities

	2025	2024	2023
		(in millions)	
Land*	$ 2,725	$ 2,693	$ 2,624
Buildings	37,687	35,959	33,601
Equipment (including software and subscription)	3,995	3,842	5,604
Infrastructure**	20,889	20,028	20,538
Lease assets	11,349	12,126	12,564
Construction work-in-progress*	12,256	10,751	10,296
Total	$88,901	$85,399	$85,227

* Not depreciable/amortizable

** Infrastructure elements include the roads, bridges, curbs and gutters, streets and sidewalks, park land and improvements, piers, bulkheads and tunnels.

The net increase in the City s governmental activities capital assets during Fiscal Year 2025 was $3.5 billion, a 4.1% increase. Capital assets additions in Fiscal Year 2025 were $14 billion, a decrease of $1.0 billion from Fiscal Year 2024. In 2025, construction work-in-progress was $12.3 billion, representing a 14.0% net increase. The 2025 addition to work-in-progress was $5.8 billion, a 6.2% increase from prior year.

The net increase in the City s governmental activities capital assets during Fiscal Year 2024 was $0.2 billion, a 0.2% increase. Capital assets additions in Fiscal Year 2024 were $15 billion, a decrease of $16.2 billion from Fiscal Year 2023. In 2024, construction work-in-progress was $10.8 billion, representing a 4.4% net increase. The 2024 addition to work-in-progress was $5.5 billion, a 8.0% increase from prior year.

Additional information on the City s capital assets can be found in Note D.2 of the Basic Financial Statements and in schedule CA1 through CA3 of other supplementary information.

Business-Type Activities

	2025	2024	2023
		(in millions)	
Buildings	$ 28	$ 30	$ 30
Equipment (including software)	7	9	9
Infrastructure**	459	475	503
Construction work-in-progress*	110	100	80
Total	$ 604	$ 614	$ 622

* Not depreciable/amortizable

** Infrastructure elements include the roads, bridges, curbs and gutters, streets and sidewalks, park land and improvements, piers, and bulkheads.

The net decrease in the City s business-type activities Capital assets during Fiscal Year 2025 was $10 million, a 1.6% decrease. Capital asset additions net of depreciation in Fiscal Year 2025 were $11.7 million, an increase of $1.2 million, from Fiscal Year 2024.

In 2025, construction work-in-progress was $110 million, representing a 10% net increase. The 2025 addition to work-in-progress was $31.3 million, a 20.9% decrease from prior year.

The net decrease in the City s business-type activities capital assets during Fiscal Year 2024 was $8.4 million, a 1.4% decrease. Capital asset additions net of depreciation in Fiscal Year 2024 were $10.5 million, a decrease of $76.7 million, from Fiscal Year 2023.

In 2024, construction work-in-progress was $100.3 million, representing a 25% net increase. The 2024 addition to work-in-progress was $39.6 million, a 26.8% decrease from prior year.

Debt Administration

The City, through the Comptroller s Office Bureau of Public Finance, in conjunction with the Mayor s Office of Management and Budget, is charged with issuing debt to finance the City s capital program. The following table summarizes the debt outstanding for the City and certain City-related issuing entities at the end of Fiscal Years 2025, 2024 and 2023.

	New York City and City-Related Debt		
	2025	**2024**	**2023**
		(in millions)	
Governmental Activities:			
Bonds and notes payable			
General Obligation Bonds	$ 46,721	$ 41,701	$ 40,093
TFA Bonds	55,557	49,946	45,627
TFA BARBs	7,456	7,672	7,879
TSASC Bonds	879	909	938
IDA Bonds	42	47	52
HYIC Bonds	2,521*	2,552*	2,519
ECF Bonds	258	282	290
Total bonds and notes outstanding governmental activities	113,434	103,109	97,398
Business-Type Activities:			
Bonds and notes payable			
Tax Lien Collateralized Bonds		4	21
Total bonds and notes outstanding business-type activities		4	21
Total before premiums/discounts (net)	113,434	103,113	97,419
Premiums/discounts (net)	7,597	7,217	7,132
Total bonds and notes outstanding	$121,031	$110,330	$104,551

* HYIC bonds outstanding consists of $2.4 billion of fixed rate bonds outstanding and approximately $108.5 million of a term loan facility which has been drawn as of June 30, 2025.

The State Constitution provides that, with certain exceptions, the City may not contract indebtedness in an amount greater than 10% of the average full value of taxable real estate in the City for the most recent five years (Debt Limit). State law further provides that certain TFA debt also be counted against the Debt Limit. On June 30, 2025, the City s outstanding General Obligation (GO) debt, including capital contract liabilities and TFA s outstanding debt above $21.5 billion (refer to Note D.5 for further details) totaled $107.7 billion (compared with $106.3 billion and $96.9 billion as of June 30, 2024 and 2023, respectively). As of June 30, 2025, the City s Debt Limit was $136.8 billion (compared with $131.6 billion and $127.5 billion as of June 30, 2024 and 2023, respectively). The remaining debt incurring power for the City and TFA s combined debt as of June 30, 2025 after providing for capital contract liabilities, totaled $29.1 billion. As of July 1, 2025, the remaining debt incurring power is $44.4 billion, primarily based on the change in the five-year full valuation average for fiscal year 2025 and an additional $9 billion of debt incurring power granted to the TFA in State legislation.

As of June 30, 2025, the City s outstanding GO debt was $46.7 billion, consisting of $4.6 billion of variable rate bonds and $42.1 billion of fixed rate bonds. In Fiscal Year 2025, the City issued $6.3 billion of tax exempt bonds and $3.5 billion of taxable bonds, for a total of $9.8 billion. This total includes $2.0 billion issued to refund a portion of the City s outstanding bonds at lower interest rates and $7.7 billion of bonds for new money for capital purposes. The proceeds of the refunding issues were placed in irrevocable escrow accounts in amounts sufficient to pay, when due, all principal, interest, and applicable redemption premium, if any, on the refunded bonds. These refundings produced budgetary savings of $28.9 million, $35.9 million and $35.9 million in Fiscal Years 2025, 2026 and 2027, respectively. The refunding will generate $150.2 million in budgetary savings over the life of the bonds or approximately $129.4 million of savings on a net present value basis.

In addition, the City converted $139 million of bonds from variable rate to fixed rate interest mode.

During Fiscal Year 2025, the average interest cost for GO variable rate debt was the following:

	Tax Exempt
Dailies[1]	2.83%
Weeklies[1]	2.98%
Auction Rate Securities[2]	3.27%
% SIFMA Index Floaters[3]	3.53%
% SOFR Index Floaters[3][4]	4.38%
Adjustable Rate Remarketed Securities[5]	2.86%

(1) Remarketed with bank support; rates do not include bank commitment or remarketing fees.
(2) Rates do not include broker-dealer fees.
(3) Rates include fixed spread to relevant index.
(4) As of June 30, 2025, the City no longer has any % SOFR Index Floaters Outstanding. The 2006 I-6 bonds were redeemed on March 20, 2025.
(5) Rates do not include remarketing fees.

Short-Term Financing

In Fiscal Year 2025, the City had no short-term borrowings.

Transitional Finance Authority

In Fiscal Year 2025, TFA issued $12.8 billion of Future Tax Secured (FTS) Bonds. This total included $7.9 billion issued for new money capital purposes and $4.9 billion issued to refund certain outstanding bonds at lower interest rates. The refundings generated $443 million in budgetary savings over the life of the bonds.

As of June 30, 2025, the total outstanding FTS debt was $55.6 billion. Of the amount outstanding, variable rate debt totaled $3.4 billion. During Fiscal Year 2025, the average interest cost for TFA variable rate debt was the following:

	Tax Exempt
Dailies[1]	2.82%
Weeklies[1]	2.99%
Auction Rate Securities	N/A
% SIFMA Index Floaters[2]	3.46%
% SOFR Index Floaters	N/A
Adjustable Rate Remarketed Securities	N/A

(1) Remarketed with bank support; rates do not include bank commitment or remarketing fees.
(2) Rates include fixed spread to relevant index.

TFA is authorized to issue bonds and notes or other obligations in an amount outstanding of up to $9.4 billion to finance a portion of the City s educational facilities capital plan. TFA is authorized to use all or any portion of the state aid payable to the City or its school district pursuant to Section 3602.6 of the New York State Education Law (State Building Aid) as security for these Building Aid Revenue Bonds (BARBs). BARBs do not count against the FTS Bond Debt Limit.

In Fiscal Year 2025, TFA had no financing activity for TFA BARBs. As of June 30, 2025, TFA BARBs outstanding totaled $7.5 billion.

TSASC, Inc.

In Fiscal Year 2025, TSASC had no financing activity. As of June 30, 2025, TSASC had $878.7 million of bonds outstanding.

Hudson Yards Infrastructure Corporation

In Fiscal Year 2025, HYIC drew $18.4 million from its construction loan. As of June 30, 2025, HYIC had $2.5 billion of bonds outstanding, inclusive of $2.4 billion of fixed rate bonds and approximately $108.5 million of a term loan facility which has been drawn upon.

New York City Educational Construction Fund

In Fiscal Year 2025, ECF had a partial redemption of the Series 2010A Bonds by paying down $15.7 million of the principal. As of June 30, 2025, ECF had $257.8 million of bonds outstanding.

New York City Tax Lien Trusts

In Fiscal Year 2025, the New York City Tax Lien Trusts had no financing activity. As of June 30, 2025, the New York City Tax Lien Trusts had no bonds outstanding.

Interest Rate Exchange Agreements

To lower borrowing costs over the life of its bonds and to diversify its existing portfolio, the City has, from time to time, entered into interest rate exchange agreements (swaps) and sold options to enter into swaps at future dates. The City received specific authorization to enter into such agreements under Section 54.90 of the New York State Local Finance Law. No new swaps were initiated in Fiscal Year 2025. As of June 30, 2025, the outstanding notional amount on the City s swap agreements in connection with General Obligation debt and City-related debt of the Dormitory Authority of the State of New York was $145.9 million and the mark to market value was approximately negative $6.8 million.

Additional information on the City s long-term liabilities can be found in Note D.5 of the Basic Financial Statements.

Subsequent Events

Subsequent to June 30, 2025, TFA and the City completed the following long-term financings:

TFA Debt

On August 12, 2025, the New York City Transitional Finance Authority issued $1,700,000,000 of Fiscal 2026 Series A Future Tax Secured Subordinate Bonds for capital purposes.

On August 28, 2025, the New York City Transitional Finance Authority issued $1,390,090,000 of Fiscal 2026 Series S-1, S-2, and S-3 Building Aid Revenue Bonds to refund a portion of its outstanding bonds at lower interest rates.

On October 30, 2025, the New York City Transitional Finance Authority issued $1,500,000,000 of Fiscal 2026 Series B Future Tax Secured Subordinate Bonds for capital purposes.

City Debt

On August 19, 2025, the City of New York issued $1,891,180,000 of Fiscal 2026 Series A, B, and C General Obligation Bonds for capital purposes and to refund a portion of its outstanding bonds at lower interest rates.

On October 23, 2025, the City of New York issued $1,500,000,000 of Fiscal 2026 Series D General Obligation Bonds for capital purposes.

On October 23, 2025, the City of New York issued $1,880,000,000 of Fiscal 2026 Series E General Obligation Bonds for capital purposes.

Commitments

On May 1, 2025, the City published the Ten-Year Capital Strategy for fiscal years 2026 through 2035 (the Ten-Year Capital Strategy). The Ten-Year Capital Strategy totals $173.4 billion, of which approximately 97.4% would be financed with City funds. The Ten-Year Capital Strategy includes, among other items: (i) $25.2 billion to construct new schools and improve existing educational facilities, including CUNY; (ii) $33.3 billion for improvements to the water and sewer system; (iii) $24.7 billion for expanding and upgrading the City s housing stock; (iv) $12.5 billion for reconstruction or resurfacing of City streets; (v) $0.4 billion for continued City-funded investment in mass transit; (vi) $17.0 billion for the continued reconstruction and rehabilitation of all four East River bridges and 108 other bridge structures; (vii) $12.0 billion to design and construct new jail facilities as well as to upgrade equipment, vehicles, and necessary systems; and (viii) $2.8 billion for construction and improvement of court facilities. Programs in the Ten-Year Capital Strategy financed with City funds are currently expected to be funded primarily from the issuance of bonds by the City, the Water Authority and the TFA.

On January 31, 2019, NYCHA, the City and the U.S. Department of Housing and Urban Development (HUD) entered into an agreement (the HUD Agreement) relating to lead-based paint and other health and safety concerns in NYCHA s properties. The HUD Agreement established a framework by which NYCHA will continue to evaluate, and make progress towards, its compliance with federal requirements. Pursuant to the HUD Agreement, a federal monitor, with access to NYCHA information and personnel, was appointed to oversee NYCHA s compliance with the terms of such agreement and federal regulations. The first term of the monitorship ran from 2019-2024 and a second term with a new monitor began on February 28, 2024. The federal monitor has issued and will continue to issue quarterly reports on NYCHA s compliance with the HUD Agreement. Pursuant to the HUD Agreement, the City allocated $1.7 billion in capital funding in the Capital Commitment Plan for fiscal years 2025-2029, with an additional $1.2 billion in City capital funds reflected in the remaining years of the Ten-Year Capital Strategy for fiscal years 2030 through 2035. In connection with its required Annual Plan certifications following execution of the HUD Agreement, NYCHA stated that it may be out of compliance with a number of federal regulations beyond the regulations concerning lead-based paint and other health and safety concerns that were the subject of the HUD Agreement. For this reason, the 2025-2029 Capital Commitment Plan reflects a total of $2.0 billion of City capital funding towards Permanent Affordability Commitment Together and the New York City Public Housing Preservation Trust projects.

Request for Information

This annual comprehensive financial report is designed to provide a general overview of the City s finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to The City of New York, Office of the Comptroller, Bureau of Accountancy, 1 Centre Street   Room 200 South, New York, New York 10007, or at Accountancy@comptroller.nyc.gov.

The City of New York

Annual Comprehensive Financial Report of the Comptroller

Part II-A

BASIC FINANCIAL STATEMENTS

Fiscal Years Ended June 30, 2025 and 2024

THE CITY OF NEW YORK

STATEMENT OF NET POSITION

JUNE 30, 2025

(in thousands)

	Primary Government (PG)			
	Governmental Activities	Business Type Activities	Total (PG)	Component Units (CU)
ASSETS:				
Cash and cash equivalents	$ 18,464,878	$ 49,100	$ 18,513,978	$ 2,233,663
Investments	3,103,558	347,278	3,450,836	2,324,842
Receivables:				
Real estate taxes (less allowance for uncollectible amounts of $273,874)	433,602		433,602	
Federal, State and other aid	15,279,215	10,316	15,289,531	
Taxes other than real estate	11,209,861		11,209,861	
Leases	3,940,363	176,398	4,116,761	2,730,475
Other	3,682,550	457,375	4,139,925	6,860,288
Mortgage loans and interest receivable, net				22,189,692
Inventories	617,263		617,263	7,741
Due from PG, net				81,596
Due from CU s	8,115,471		8,115,471	
Restricted cash, cash equivalents and investments	7,392,024	68,810	7,460,834	10,177,652
Other	375,053	6,204	381,257	992,555
Capital assets:				
Land and construction work-in-progress	14,980,737	109,998	15,090,735	12,854,909
Other capital assets (net of depreciation/amortization):				
Property, plant and equipment (including software and subscription)	41,682,691	35,442	41,718,133	38,503,817
Infrastructure	20,888,777	458,677	21,347,454	
Lease asset	11,349,213	108	11,349,321	1,571,228
Total assets	161,515,256	1,719,706	163,234,962	100,528,458
DEFERRED OUTFLOWS OF RESOURCES:				
Deferred outflows from pensions	5,517,037		5,517,037	560,744
Deferred outflows from OPEB	3,080,547		3,080,547	202,517
Other deferred outflows of resources	105,989		105,989	30,231
Total deferred outflows of resources	8,703,573		8,703,573	793,492
LIABILITIES:				
Accounts payable and accrued liabilities	27,888,967	68,131	27,957,098	5,468,181
Accrued interest payable	1,442,752		1,442,752	284,664
Unearned revenue		4,337	4,337	916,074
Due to PG, net				8,115,471
Due to CU, net	81,596		81,596	
Estimated disallowance of Federal, State and other aid	339,872		339,872	
Other	13,206,471	2,383	13,208,854	88,440
Noncurrent liabilities:				
Due within one year	7,705,715	44,531	7,750,246	2,544,698
Due in more than one year:				
Bonds & notes payable	116,523,075		116,523,075	50,256,667
Net pension liability	27,064,352		27,064,352	1,973,013
Net OPEB liability	96,444,604		96,444,604	6,888,470
Lease Liability	11,308,638	9	11,308,647	1,751,130
Other	17,713,730	382,510	18,096,240	7,713,367
Total liabilities	319,719,772	501,901	320,221,673	86,000,175
DEFERRED INFLOWS OF RESOURCES:				
Deferred inflows from pensions	9,579,195		9,579,195	191,531
Deferred inflows from real estate taxes	9,874,222		9,874,222	
Deferred inflows from OPEB	21,724,125		21,724,125	1,425,679
Deferred inflows from leases	3,940,364	147,720	4,088,084	2,594,665
Other deferred inflows of resources	1,469,757		1,469,757	513,131
Total deferred inflows of resources	46,587,663	147,720	46,735,383	4,725,006
NET POSITION:				
Net investment in capital assets	(12,897,842)	604,117	(12,293,725)	15,935,921
Restricted for:				
Capital projects	2,117,003	7,146	2,124,149	154,039
Debt service	1,877,055		1,877,055	6,289,276
Loans/security deposits				52,095
Donor/statutory restrictions				795,346
Operations	2,022,775	458,822	2,481,597	416,226
Unrestricted (deficit)	(189,207,597)		(189,207,597)	(13,046,134)
Total net position (deficit)	$ (196,088,606)	$ 1,070,085	$(195,018,521)	$ 10,596,769

See accompanying notes to the financial statements.

THE CITY OF NEW YORK
STATEMENT OF NET POSITION
JUNE 30, 2024
(in thousands)

	Primary Government (PG)			
	Governmental Activities	Business Type Activities	Total (PG)	Component Units (CU)
ASSETS:				
Cash and cash equivalents	$ 16,509,611	$ 58,164	$ 16,567,775	$ 2,182,123
Investments	2,890,584	328,520	3,219,104	2,186,416
Receivables:				
Real estate taxes (less allowance for uncollectible amounts of $296,540)	469,637		469,637	
Federal, State and other aid	20,158,047	6,876	20,164,923	
Taxes other than real estate	9,351,510		9,351,510	
Leases	4,009,418	174,865	4,184,283	3,007,893
Other	3,394,905	190,234	3,585,139	6,053,267
Mortgage loans and interest receivable, net				19,140,958
Inventories	566,100		566,100	9,473
Due from PG, net				85,002
Due from CU s	6,086,013		6,086,013	
Restricted cash, cash equivalents and investments	6,127,472	47,846	6,175,318	8,444,914
Other	586,104	5,871	591,975	1,125,294
Capital assets:				
Land and construction work-in-progress	13,444,543	100,326	13,544,869	11,744,099
Other capital assets (net of depreciation/amortization):				
Property, plant and equipment (including software and subscription)	39,800,047	38,639	39,838,686	37,893,138
Infrastructure	20,028,397	474,993	20,503,390	
Lease asset	12,125,732	211	12,125,943	1,656,737
Total assets	155,548,120	1,426,545	156,974,665	93,529,314
DEFERRED OUTFLOWS OF RESOURCES:				
Deferred outflows from pensions	5,772,229		5,772,229	628,916
Deferred outflows from OPEB	5,672,474		5,672,474	468,131
Other deferred outflows of resources	138,495		138,495	27,619
Total deferred outflows of resources	11,583,198		11,583,198	1,124,666
LIABILITIES:				
Accounts payable and accrued liabilities	30,042,573	28,053	30,070,626	4,768,847
Accrued interest payable	1,353,382	13	1,353,395	254,227
Unearned revenue		2,365	2,365	871,050
Due to PG, net				6,086,013
Due to CU, net	85,002		85,002	
Estimated disallowance of Federal, State and other aid	333,402		333,402	
Other	12,294,743	2,074	12,296,817	76,972
Noncurrent liabilities:				
Due within one year	8,604,617	20,054	8,624,671	2,221,681
Due in more than one year:				
Bonds & notes payable	105,912,313		105,912,313	48,250,505
Net pension liability	35,667,862		35,667,862	2,505,530
Net OPEB liability	98,268,174		98,268,174	7,070,607
Lease Liability	11,905,443	111	11,905,554	1,785,590
Other	16,842,653	367,560	17,210,213	7,194,901
Total liabilities	321,310,164	420,230	321,730,394	81,085,923
DEFERRED INFLOWS OF RESOURCES:				
Deferred inflows from pensions	5,482,169		5,482,169	66,062
Deferred inflows from real estate taxes	9,654,955		9,654,955	
Deferred inflows from OPEB	23,511,771		23,511,771	1,625,083
Deferred inflows from leases	4,009,419	151,100	4,160,519	2,863,747
Other deferred inflows of resources	1,258,800		1,258,800	542,720
Total deferred inflows of resources	43,917,114	151,100	44,068,214	5,097,612
NET POSITION:				
Net investment in capital assets	(11,783,734)	613,958	(11,169,776)	14,957,295
Restricted for:				
Capital projects	290,548	1,412	291,960	132,122
Debt service	1,831,390		1,831,390	5,538,028
Loans/security deposits				50,255
Donor/statutory restrictions				820,594
Operations	2,063,620	239,845	2,303,465	402,548
Unrestricted (deficit)	(190,497,784)		(190,497,784)	(13,430,397)
Total net position (deficit)	$ (198,095,960)	$ 855,215	$(197,240,745)	$ 8,470,445

See accompanying notes to the financial statements.

THE CITY OF NEW YORK

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2025

(in thousands)

		Program Revenues			Net (Expense) Revenue and Changes in Net Position			
					Primary Government (PG)			
Functions/Programs	**Expenses**	**Charges for Services**	**Operating Grants and Contributions**	**Capital Grants and Contributions**	**Governmental Activities**	**Business-Type Activities**	**Total (PG)**	**Component Units (CU)**
Primary/Government (PG):								
Governmental Activities:								
General government	$ 9,186,394	$ 1,108,014	$ 2,859,828	$ 178,847	$ (5,039,705)	$	$ (5,039,705)	$
Public safety and judicial	22,532,053	408,156	1,139,589	10,225	(20,974,083)		(20,974,083)	
Education	37,499,336	24,791	16,021,830	77,539	(21,375,176)		(21,375,176)	
City University	1,284,823	287,744	290,887		(706,192)		(706,192)	
Social services	22,315,172	72,588	7,083,142	19,458	(15,139,984)		(15,139,984)	
Environmental protection	5,008,453	2,202,192	20,045	27,255	(2,758,961)		(2,758,961)	
Transportation services	4,801,379	1,475,938	496,371	172,808	(2,656,262)		(2,656,262)	
Parks, recreation and cultural activities	1,342,602	55,329	19,444	94,431	(1,173,398)		(1,173,398)	
Housing	5,303,329	566,040	946,312	37,613	(3,753,364)		(3,753,364)	
Health (including payments to NYC Health + Hospitals)	6,460,034	141,924	1,017,097	178,676	(5,122,337)		(5,122,337)	
Libraries	539,620		242	1,794	(537,584)		(537,584)	
Debt service interest	3,852,220				(3,852,220)		(3,852,220)	
Total governmental activities	120,125,415	6,342,716	29,894,787	798,646	(83,089,266)		(83,089,266)	
Business-Type Activities								
Brooklyn Bridge Park Corp	42,220	2,934				(39,286)	(39,286)	
The Trust for Governor s Island	60,598	8,477	21,602	36,511		5,992	5,992	
WTC Captive Insurance Co	1,769					(1,769)	(1,769)	
New York City Tax Lien Trusts	110,632		252,311			141,679	141,679	
Total business-type activities	215,219	11,411	273,913	36,511		106,616	106,616	
Total Primary Government (PG)	$120,340,634	$ 6,354,127	$30,168,700	$ 835,157	(83,089,266)	106,616	(82,982,650)	
Component Units	$ 29,359,759	$19,551,705	$ 5,361,780	$2,603,405				$(1,842,869)
General Revenues:								
Taxes (net of refunds):								
Real estate taxes					34,479,000		34,479,000	
Sales and use taxes					11,292,416		11,292,416	
Personal income tax					16,321,462		16,321,462	
Other income taxes					14,732,409		14,732,409	
Other taxes:								
Commercial rent					1,010,198		1,010,198	
Conveyance of real property					1,255,560		1,255,560	
Hotel room occupancy					791,568		791,568	
Payments in lieu of taxes					865,443	23,855	889,298	
Taxes, penalties and refunds					142,681		142,681	
Other					9,593		9,593	
Investment income					851,925	83,695	935,620	670,059
Unrestricted Federal and State aid					94,732		94,732	6,319
Gain on in-substance defeasance								23,685
Tax equivalency and PILOT HYIC					489,516		489,516	
Tobacco settlement TSASC					147,422		147,422	
Interest income from leases BBP and TGI						11,045	11,045	
Transfer from (to) residual liability (obligation) WTC Captive						(10,172)	(10,172)	
Other revenue					134,122	(394)	133,728	3,269,130
Total general revenues					82,618,047	108,029	82,726,076	3,969,193
Change in net position					(471,219)	214,645	(256,574)	2,126,324
Net position (deficit), beginning of year as previously reported					(198,095,960)	855,215	(197,240,745)	8,470,445
Restatement of beginning net position (deficit)					2,478,573	225	2,478,798	
Net position (deficit), beginning of year as restated					(195,617,387)	855,440	(194,761,947)	8,470,445
Net position (deficit) ending					$(196,088,606)	$1,070,085	$(195,018,521)	$10,596,769

See accompanying notes to the financial statements.

THE CITY OF NEW YORK
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2024
(in thousands)

		Program Revenues			Net (Expense) Revenue and Changes in Net Position			
					Primary Government (PG)			
Functions/Programs	**Expenses**	**Charges for Services**	**Operating Grants and Contributions**	**Capital Grants and Contributions**	**Governmental Activities**	**Business-Type Activities**	**Total (PG)**	**Component Units (CU)**
Primary/Government (PG):								
Governmental Activities:								
General government	$ 10,134,809	$ 1,028,939	$ 3,568,736	$ 100,604	$ (5,436,530)	$	$ (5,436,530)	$
Public safety and judicial	22,898,272	402,722	749,265	24,431	(21,721,854)		(21,721,854)	
Education	39,905,434	48,997	17,575,424	236,872	(22,044,141)		(22,044,141)	
City University	1,362,990	213,232	386,783	977	(761,998)		(761,998)	
Social services	21,082,523	68,887	6,921,886	5,676	(14,086,074)		(14,086,074)	
Environmental protection	5,006,020	2,007,505	10,037	47,534	(2,940,944)		(2,940,944)	
Transportation services	4,422,108	1,462,732	435,813	239,396	(2,284,167)		(2,284,167)	
Parks, recreation and cultural activities	1,200,745	96,307	20,046	91,595	(992,797)		(992,797)	
Housing	5,121,886	437,322	756,402	104,745	(3,823,417)		(3,823,417)	
Health (including payments to NYC Health + Hospitals)	6,351,159	106,174	1,073,196	34,124	(5,137,665)		(5,137,665)	
Libraries	508,681			6,097	(502,584)		(502,584)	
Debt service interest	3,553,143				(3,553,143)		(3,553,143)	
Total governmental activities	121,547,770	5,872,817	31,497,588	892,051	(83,285,314)		(83,285,314)	
Business-Type Activities:								
Brooklyn Bridge Park Corp	38,839	1,466		692		(36,681)	(36,681)	
The Trust for Governor s Island	57,496	7,438	19,754	36,546		6,242	6,242	
WTC Captive Insurance Co	1,726					(1,726)	(1,726)	
New York City Tax Lien Trusts	458,353					(458,353)	(458,353)	
Total business-type activities	556,414	8,904	19,754	37,238		(490,518)	(490,518)	
Total Primary Government (PG)	$122,104,184	$ 5,881,721	$31,517,342	$ 929,289	(83,285,314)	(490,518)	(83,775,832)	
Component Units	$ 28,078,675	$18,448,908	$ 4,975,500	$2,529,850				$(2,124,417)

	Governmental Activities	Business-Type Activities	Total (PG)	Component Units (CU)
General Revenues:				
Taxes (net of refunds):				
Real estate taxes	32,924,515		32,924,515	
Sales and use taxes	10,664,398		10,664,398	
Personal income tax	13,849,723		13,849,723	
Other income taxes	13,609,686		13,609,686	
Other taxes:				
Commercial rent	982,279		982,279	
Conveyance of real property	1,137,280		1,137,280	
Hotel room occupancy	725,077		725,077	
Payments in lieu of taxes	772,889	22,993	795,882	
Taxes, penalties and refunds	73,283		73,283	
Other	1,025		1,025	
Investment income	861,896	137,471	999,367	499,962
Unrestricted Federal and State aid	85,456		85,456	6,172
Gain (Loss) on in-substance defeasance				11,559
Tax equivalency and PILOT HYIC	401,756		401,756	
Tobacco settlement TSASC	156,917		156,917	
Interest income from leases BBP and TGI		10,578	10,578	
Transfer from (to) residual liability (obligation) WTC Captive		(11,273)	(11,273)	
Decrease in allowance for doubtful accounts		293,834	293,834	
Other revenue	154,556	352	154,908	3,223,400
Total general revenues	76,400,736	453,955	76,854,691	3,741,093
Change in net position	(6,884,578)	(36,563)	(6,921,141)	1,616,676
Net position (deficit), beginning of year as previously reported	(191,211,382)	891,778	(190,319,604)	6,860,981
Restatement of beginning net position (deficit)				(7,212)
Net position (deficit), beginning of year as restated	(191,211,382)	891,778	(190,319,604)	6,853,769
Net position (deficit) ending	$(198,095,960)	$855,215	$(197,240,745)	$ 8,470,445

See accompanying notes to the financial statements.

THE CITY OF NEW YORK
GOVERNMENTAL FUNDS
BALANCE SHEET

JUNE 30, 2025
(in thousands)

	General Fund	Capital Projects Fund	General Debt Service Fund	Nonmajor Governmental Funds	Adjustments/ Eliminations	Total Governmental Funds
ASSETS:						
Cash and cash equivalents	$17,680,091	$ 550,272	$	$ 234,515	$	$ 18,464,878
Investments	394,671			2,707,702		3,102,373
Accounts receivable:						
Real estate taxes (less allowance for uncollectible amounts of $273,874)	433,602					433,602
Federal, State and other aid	14,082,727	1,196,488				15,279,215
Taxes other than real estate	9,942,322			1,267,539		11,209,861
Other receivables, net	2,928,030			422,229		3,350,259
Due from other funds	5,045,878	57,272		1,057,763	(1,057,763)	5,103,150
Due from component units, net	7,316,389	799,082				8,115,471
Restricted cash and investments	2,037,323	1,437,382	1,457,481	2,459,838		7,392,024
Other assets		167,159		207,894		375,053
Total assets	$59,861,033	$ 4,207,655	$ 1,457,481	$ 8,357,480	$(1,057,763)	$ 72,825,886
LIABILITIES:						
Accounts payable and accrued liabilities	$24,131,459	$ 2,433,530	$	$ 1,323,978	$	$ 27,888,967
Accrued tax refunds:						
Real estate taxes	58,048					58,048
Personal income tax	103,469					103,469
Other	66,409					66,409
Accrued judgments and claims	615,255	86,579				701,834
Due to other funds		5,890,102		270,811	(1,057,763)	5,103,150
Due to component units, net	81,596					81,596
Estimated disallowance of Federal, State and other aid	339,872					339,872
Other liabilities	11,513,129	499,449				12,012,578
Total liabilities	36,909,237	8,909,660		1,594,789	(1,057,763)	46,355,923
DEFERRED INFLOWS OF RESOURCES:						
Prepaid real estate taxes	9,874,222					9,874,222
Grant advances	53,636					53,636
Uncollected real estate taxes	288,059					288,059
Taxes other than real estate	8,167,512					8,167,512
Other deferred inflows of resources	561,711			1,605,972		2,167,683
Total deferred inflows of resources	18,945,140			1,605,972		20,551,112
FUND BALANCES (DEFICITS):						
Nonspendable				12,324		12,324
Spendable:						
Restricted	2,037,323	1,437,382	131,085	2,428,473		6,034,263
Committed	1,969,333		1,326,396			3,295,729
Assigned				2,733,352		2,733,352
Unassigned		(6,139,387)		(17,430)		(6,156,817)
Total fund balances (deficit)	4,006,656	(4,702,005)	1,457,481	5,156,719		5,918,851
Total liabilities, deferred inflows of resources and fund balances	$59,861,033	$ 4,207,655	$ 1,457,481	$ 8,357,480	$(1,057,763)	$ 72,825,886

The reconciliation of the fund balances of governmental funds to the net position (deficit) of governmental activities in the Statement of Net Position is presented in an accompanying schedule.

See accompanying notes to financial statements.

THE CITY OF NEW YORK

GOVERNMENTAL FUNDS
BALANCE SHEET

JUNE 30, 2024
(in thousands)

	General Fund	Capital Projects Fund	General Debt Service Fund	Nonmajor Governmental Funds	Adjustments/ Eliminations	Total Governmental Funds
ASSETS:						
Cash and cash equivalents	$15,784,448	$ 463,036	$	$ 262,127	$	$ 16,509,611
Investments				2,889,959		2,889,959
Accounts receivable:						
Real estate taxes (less allowance for uncollectible amounts of $296,540)	469,637					469,637
Federal, State and other aid	19,030,954	1,127,093				20,158,047
Taxes other than real estate	8,405,758			945,752		9,351,510
Other receivables, net	2,605,911			434,106		3,040,017
Due from other funds	6,104,743			1,108,211	(1,108,211)	6,104,743
Due from component units, net	5,359,405	726,608				6,086,013
Restricted cash and investments	2,072,782	100,586	1,971,302	1,982,802		6,127,472
Other assets	120,049	204,883		261,172		586,104
Total assets	$59,953,687	$ 2,622,206	$ 1,971,302	$ 7,884,129	$(1,108,211)	$ 71,323,113
LIABILITIES:						
Accounts payable and accrued liabilities	$26,109,131	$ 2,499,638	$ 180	$ 1,433,624	$	$ 30,042,573
Accrued tax refunds:						
Real estate taxes	120,711					120,711
Personal income tax	91,701					91,701
Other	49,652					49,652
Accrued judgments and claims	783,942	74,192				858,134
Due to other funds		7,102,202		110,752	(1,108,211)	6,104,743
Due to component units, net	85,002					85,002
Estimated disallowance of Federal, State and other aid	333,402					333,402
Other liabilities	10,971,941	437,960				11,409,901
Total liabilities	38,545,482	10,113,992	180	1,544,376	(1,108,211)	49,095,819
DEFERRED INFLOWS OF RESOURCES:						
Prepaid real estate taxes	9,654,955					9,654,955
Grant advances	20,414					20,414
Uncollected real estate taxes	316,543					316,543
Taxes other than real estate	6,813,742					6,813,742
Other deferred inflows of resources	565,440			1,398,332		1,963,772
Total deferred inflows of resources	17,371,094			1,398,332		18,769,426
FUND BALANCES (DEFICITS):						
Nonspendable				9,901		9,901
Spendable:						
Restricted	2,072,782	100,586		2,026,948		4,200,316
Committed	1,964,329		1,971,122			3,935,451
Assigned				2,919,330		2,919,330
Unassigned		(7,592,372)		(14,758)		(7,607,130)
Total fund balances (deficit)	4,037,111	(7,491,786)	1,971,122	4,941,421		3,457,868
Total liabilities, deferred inflows of resources and fund balances	$59,953,687	$ 2,622,206	$ 1,971,302	$ 7,884,129	$(1,108,211)	$ 71,323,113

The reconciliation of the fund balances of governmental funds to the net position (deficit) of governmental activities in the Statement of Net Position is presented in an accompanying schedule.

See accompanying notes to financial statements.

THE CITY OF NEW YORK

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

JUNE 30, 2025
(in thousands)

Total fund balances governmental funds	$ 5,918,851
Amounts reported for *governmental activities* in the Statement of Net Position are different because:	
Inventories recorded in the Statement of Net Position are recorded as expenditures in the governmental funds.	617,263
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds	88,901,418
Other long-term assets and deferred outflows of resources are not available to pay for current period expenditures and, therefore, are deferred in the funds	
Deferred outflows of resources	8,703,573
Lease receivable	3,940,363
Other long-term assets	332,291
Long-term liabilities and deferred inflows of resources are not due and payable in the current period and accordingly are not reported in the funds:	
Bonds and notes payable	(121,030,871)
Net OPEB liability	(96,444,604)
Accrued interest payable	(1,442,752)
Lease liability	(12,134,403)
Compensated absences	(4,444,564)
Net pension liability	(27,064,352)
Landfill closure and post-closure care costs	(1,197,809)
Pollution Remediation obligations	(265,468)
Accrued judgments and claims	(8,173,707)
Other accrued tax refunds	(2,855,000)
Deferred inflows of resources	(26,036,551)
Other liabilities	(3,412,284)
Net position (deficit) of governmental activities	$(196,088,606)

See accompanying notes to financial statements.

THE CITY OF NEW YORK

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

JUNE 30, 2024

(in thousands)

Total fund balances governmental funds	$ 3,457,868
Amounts reported for *governmental activities* in the Statement of Net Position are different because:	
Inventories recorded in the Statement of Net Position are recorded as expenditures in the governmental funds	566,100
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds	85,398,719
Other long-term assets and deferred outflows of resources are not available to pay for current period expenditures and, therefore, are deferred in the funds:	
Deferred outflows of resources	11,583,198
Lease receivable	4,009,418
Other long-term assets	354,888
Long-term liabilities and deferred inflows of resources are not due and payable in the current period and accordingly are not reported in the funds:	
Bonds and notes payable	(110,325,929)
Net OPEB liability	(98,268,174)
Accrued interest payable	(1,353,382)
Lease liability	(12,734,121)
Compensated absences	(6,593,523)
Net pension liability	(35,667,862)
Landfill closure and post-closure care costs	(1,175,867)
Pollution Remediation obligations	(291,100)
Accrued judgments and claims	(6,640,830)
Other accrued tax refunds	(2,364,000)
Deferred inflows of resources	(25,147,688)
Other liabilities	(2,903,675)
Net position (deficit) of governmental activities	$(198,095,960)

See accompanying notes to financial statements.

THE CITY OF NEW YORK

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED JUNE 30, 2025

(in thousands)

	General Fund	Capital Projects Fund	General Debt Service Fund	Nonmajor Governmental Funds	Adjustments/ Eliminations	Total Governmental Funds
REVENUES:						
Real estate taxes	$34,756,900	$	$	$	$	$ 34,756,900
Sales and use taxes	11,264,198					11,264,198
Personal income tax	16,102,462			774,647	(774,647)	16,102,462
Other income taxes	14,119,409					14,119,409
Other taxes.	4,072,491					4,072,491
Federal, State and other categorical aid	29,894,787	788,771	42,039			30,725,597
Unrestricted Federal and State aid	52,693					52,693
Charges for services	3,501,088					3,501,088
Tobacco settlement				155,422		155,422
Investment income	640,780		19,569	192,103		852,452
Other revenues	2,803,420	2,021,773	45	5,937,984	(5,269,693)	5,493,529
Total revenues	117,208,228	2,810,544	61,653	7,060,156	(6,044,340)	121,096,241
EXPENDITURES:						
General government	5,111,504	1,446,293		22,437	(51)	6,580,183
Public safety and judicial	12,838,700	1,281,529				14,120,229
Education	34,051,680	3,804,488		3,951,257	(4,933,720)	36,873,705
City University	1,261,522	53,889				1,315,411
Social services	20,642,060	199,545				20,841,605
Environmental protection	3,632,911	2,382,483				6,015,394
Transportation services	2,754,999	2,044,516				4,799,515
Parks, recreation and cultural activities	848,435	795,473				1,643,908
Housing	2,092,768	2,875,769				4,968,537
Health (including payments to NYC Health + Hospitals)	5,476,794	590,502				6,067,296
Libraries.	500,156	103,519				603,675
Pensions.	9,915,575					9,915,575
Judgments and claims	1,376,183					1,376,183
Fringe benefits and other benefit payments	8,688,731					8,688,731
Administrative and other	332,274		35,032	1,507,280		1,874,586
Debt Service:						
Interest			1,874,776	2,768,626		4,643,402
Redemptions			2,443,981	7,123,713		9,567,694
Rental payments	85,865					85,865
Total expenditures	109,610,157	15,578,006	4,353,789	15,373,313	(4,933,771)	139,981,494
Excess (deficiency) of revenues over expenditures	7,598,071	(12,767,462)	(4,292,136)	(8,313,157)	(1,110,569)	(18,885,253)
OTHER FINANCING SOURCES (USES):						
Transfers from (to) General Fund			3,759,122	2,964,742		6,723,864
Transfers from (to) Nonmajor Capital Projects Funds		7,868,729		(19,806)		7,848,923
Transfers from (to) Nonmajor Special Revenue Funds, net				(227,409)		(227,409)
Principal amount of bonds issued	205,907	7,444,093		7,868,392		15,518,392
Bond premium.		244,421	211,980	1,106,135		1,562,536
Issuance of lease financing				232		232
Other financing source refunding debt issued			2,016,740	4,954,010		6,970,750
Transfers from (to) Capital Projects Fund				(7,868,729)		(7,868,729)
Transfers from (to) General Debt Service Fund	(3,759,122)					(3,759,122)
Transfers from (to) Nonmajor Debt Service Funds, net	(4,075,311)			247,215	1,110,569	(2,717,527)
Payments to refunded bond escrow holder			(2,209,347)	(496,327)		(2,705,674)
Total other financing sources (uses)	(7,628,526)	15,557,243	3,778,495	8,528,455	1,110,569	21,346,236
Net change in fund balances	(30,455)	2,789,781	(513,641)	215,298		2,460,983
FUND BALANCES (DEFICIT) AT BEGINNING OF YEAR	4,037,111	(7,491,786)	1,971,122	4,941,421		3,457,868
FUND BALANCES (DEFICIT) AT END OF YEAR	$ 4,006,656	$ (4,702,005)	$ 1,457,481	$ 5,156,719	$	$ 5,918,851

The reconciliation of the net change in fund balances of governmental funds to the change in net position of governmental activities in the Statement of Net Position is presented in an accompanying schedule.

See accompanying notes to financial statements.

THE CITY OF NEW YORK

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED JUNE 30, 2024

(in thousands)

	General Fund	Capital Projects Fund	General Debt Service Fund	Nonmajor Governmental Funds	Adjustments/ Eliminations	Total Governmental Funds
REVENUES:						
Real estate taxes	$32,987,024	$	$	$	$	$ 32,987,024
Sales and use taxes	10,666,812					10,666,812
Personal income tax	14,052,723			845,190	(845,190)	14,052,723
Other income taxes	12,771,686					12,771,686
Other taxes	3,698,485					3,698,485
Federal, State and other categorical aid	31,497,588	883,408	44,223			32,425,219
Unrestricted Federal and State aid	41,233					41,233
Charges for services	3,147,299					3,147,299
Tobacco settlement				170,417		170,417
Investment income	696,027		8,702	157,649		862,378
Other revenues	2,828,530	1,618,778	9	5,821,130	(5,308,936)	4,959,511
Total revenues	112,387,407	2,502,186	52,934	6,994,386	(6,154,126)	115,782,787
EXPENDITURES:						
General government	4,793,947	1,471,156		21,787	(431)	6,286,459
Public safety and judicial	12,355,921	635,460				12,991,381
Education	32,865,967	4,221,451		4,435,681	(5,308,505)	36,214,594
City University	1,128,939	15,254				1,144,193
Social services	19,822,219	96,615				19,918,834
Environmental protection	3,468,515	2,141,351				5,609,866
Transportation services	2,590,771	1,802,731				4,393,502
Parks, recreation and cultural activities	772,622	750,368				1,522,990
Housing	2,026,135	2,700,659				4,726,794
Health (including payments to NYC Health + Hospitals)	5,167,845	545,677				5,713,522
Libraries	458,236	143,742				601,978
Pensions	9,215,445					9,215,445
Judgments and claims	1,516,775					1,516,775
Fringe benefits and other benefit payments	7,779,718					7,779,718
Administrative and other	1,211,790		26,859	1,409,101		2,647,750
Debt Service:						
Interest			1,719,075	2,573,462		4,292,537
Redemptions			2,566,801	3,466,757		6,033,558
Rental payments	96,135					96,135
Total expenditures	105,270,980	14,524,464	4,312,735	11,906,788	(5,308,936)	130,706,031
Excess (deficiency) of revenues over expenditures	7,116,427	(12,022,278)	(4,259,801)	(4,912,402)	(845,190)	(14,923,244)
OTHER FINANCING SOURCES (USES):						
Transfers from (to) General Fund			3,333,430	3,314,455		6,647,885
Transfers from (to) Nonmajor Capital Projects Funds		6,571,019		17,044		6,588,063
Transfers from (to) Nonmajor Special Revenue Funds, net				(231,110)		(231,110)
Principal amount of bonds issued	217,898	3,997,102		6,209,500		10,424,500
Bond premium		308,958	83,841	651,605		1,044,404
Issuance of lease financing				16,329		16,329
Other financing source refunding debt issued			180,105	1,517,085		1,697,190
Transfers from (to) Capital Projects Fund				(6,571,019)		(6,571,019)
Transfers from (to) General Debt Service Fund	(3,333,430)					(3,333,430)
Transfers from (to) Nonmajor Debt Service Funds, net	(4,159,645)			214,066	845,190	(3,100,389)
Payments to refunded bond escrow holder			(201,656)	(172,723)		(374,379)
Total other financing sources (uses)	(7,275,177)	10,877,079	3,395,720	4,965,232	845,190	12,808,044
Net change in fund balances	(158,750)	(1,145,199)	(864,081)	52,830		(2,115,200)
FUND BALANCES (DEFICIT) AT BEGINNING OF YEAR	4,195,861	(6,346,587)	2,835,203	4,888,591		5,573,068
FUND BALANCES (DEFICIT) AT END OF YEAR	$ 4,037,111	$ (7,491,786)	$ 1,971,122	$ 4,941,421	$	$ 3,457,868

The reconciliation of the net change in fund balances of governmental funds to the change in net position of governmental activities in the Statement of Net Position is presented in an accompanying schedule.

See accompanying notes to financial statements.

THE CITY OF NEW YORK

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

Net change in fund balances governmental funds		$ 2,460,983
Amounts reported for *governmental activities* in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Purchases of capital assets	$ 9,659,615	
Depreciation expense	(6,142,388)	3,517,227
The net effect of various miscellaneous transactions involving capital assets and other (*i.e.* sales, trade-ins, and donations) is to decrease net position		685,651
The issuance of long-term debt (*i.e.* bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the Statement of Activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Proceeds from sales of bonds	(22,489,142)	
Principal payments of bonds	10,710,832	
Other	750,680	(11,027,630)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds		(1,877,156)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds		542,548
Net change in deferred (inflows) and outflows of resources relating to pension liability		(4,352,218)
Net change in deferred (inflows) and outflows of resources relating to OPEB liability		(804,281)
Net change in deferred (inflows) and outflows of resources relating to lease receivable		(69,055)
Change in net pension liability		8,603,510
Change in OPEB liability		1,823,570
Change in pollution remediation obligations		25,632
Change in net position governmental activities		$ (471,219)

See accompanying notes to financial statements.

THE CITY OF NEW YORK

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2024
(in thousands)

Net change in fund balances governmental funds		$(2,115,200)
Amounts reported for *governmental activities* in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Purchases of capital assets	$ 9,946,942	
Depreciation expense	(5,889,695)	4,057,247
The net effect of various miscellaneous transactions involving capital assets and other (*i.e.* sales, trade-ins, and donations) is to decrease net position		(3,655,535)
The issuance of long-term debt (*i.e.* bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the Statement of Activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Proceeds from sales of bonds	(12,121,690)	
Principal payments of bonds	5,363,533	
Other	782,415	(5,975,742)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds		153,908
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds		551,021
Net change in deferred (inflows) and outflows of resources relating to pension liability		(3,350,396)
Net change in deferred (inflows) and outflows of resources relating to OPEB liability		2,176,042
Net change in deferred (inflows) and outflows of resources relating to lease receivable		(2,349)
Change in net pension liability		4,489,965
Change in OPEB liability		(3,249,248)
Change in pollution remediation obligations		35,709
Change in net position governmental activities		$(6,884,578)

See accompanying notes to financial statements.

THE CITY OF NEW YORK

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	Budget			Better (Worse) Than Modified Budget
	Adopted	Modified	Actual	
REVENUES:				
Real estate taxes	$34,280,000	$ 34,714,000	$ 34,756,900	$ 42,900
Sales and use taxes	11,177,571	11,221,691	11,264,198	42,507
Personal income tax	15,425,000	16,047,888	16,102,462	54,574
Other income taxes	11,635,000	14,309,093	14,119,409	(189,684)
Other taxes	4,530,376	4,057,775	4,072,491	14,716
Federal, State and other categorical aid	28,311,334	32,356,539	29,894,787	(2,461,752)
Unrestricted Federal and State aid		51,859	52,693	834
Charges for services	3,520,301	3,535,140	3,501,088	(34,052)
Investment income	379,468	628,463	640,780	12,317
Other revenues	2,171,546	3,237,633	2,803,420	(434,213)
Total revenues	111,430,596	120,160,081	117,208,228	(2,951,853)
EXPENDITURES:				
General government	5,062,192	5,493,419	5,111,504	381,915
Public safety and judicial	11,137,892	12,987,066	12,838,700	148,366
Education	32,673,326	34,346,923	34,051,680	295,243
City University	1,301,431	1,320,872	1,261,522	59,350
Social services	19,043,435	22,347,942	20,642,060	1,705,882
Environmental protection	3,548,534	3,688,200	3,632,911	55,289
Transportation services	2,450,694	2,774,269	2,754,999	19,270
Parks, recreation and cultural activities	814,219	854,432	848,435	5,997
Housing	2,177,689	2,211,977	2,092,768	119,209
Health (including payments to NYC Health + Hospitals)	5,298,680	5,782,998	5,476,794	306,204
Libraries	488,845	499,430	500,156	(726)
Pensions	10,234,821	9,917,307	9,915,575	1,732
Judgments and claims	877,189	1,281,789	1,376,183	(94,394)
Fringe benefits and other benefit payments	8,764,685	8,329,268	8,688,731	(359,463)
Lease payments for debt service	120,130	85,865	85,865	
Other	2,963,462	601,019	332,274	268,745
Total expenditures	106,957,224	112,522,776	109,610,157	2,912,619
Excess of revenues over expenditures	4,473,372	7,637,305	7,598,071	(39,234)
OTHER FINANCING SOURCES (USES):				
Principal amount of bonds issued		205,907	205,907	
Transfer to Nonmajor Debt Service Fund	(2,198,457)	(4,279,261)	(4,278,853)	(408)
Transfer from Nonmajor Debt Service Fund	196,511	203,542	203,542	
Transfers and other payments for debt service, net	(2,471,426)	(3,767,493)	(3,759,122)	(8,371)
Total other financing uses	(4,473,372)	(7,637,305)	(7,628,526)	(8,779)
EXCESS OF REVENUES OVER EXPENDITURES AND OTHER FINANCING USES	$	$	(30,455)	$ (30,455)
FUND BALANCE AT BEGINNING OF YEAR			4,037,111	
FUND BALANCE AT END OF YEAR			$ 4,006,656	

See accompanying notes to financial statements.

THE CITY OF NEW YORK

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2024
(in thousands)

	Budget			Better (Worse) Than Modified Budget
	Adopted	Modified	Actual	
REVENUES:				
Real estate taxes	$32,705,200	$ 32,998,000	$ 32,987,024	$ (10,976)
Sales and use taxes	10,751,071	10,706,170	10,666,812	(39,358)
Personal income tax	13,443,000	14,069,819	14,052,723	(17,096)
Other income taxes	9,849,000	12,411,311	12,771,686	360,375
Other taxes	4,391,113	3,659,995	3,698,485	38,490
Federal, State and other categorical aid	29,292,827	33,318,253	31,497,588	(1,820,665)
Unrestricted Federal and State aid		31,648	41,233	9,585
Charges for services	3,141,577	3,275,274	3,147,299	(127,975)
Investment income	435,550	690,938	696,027	5,089
Other revenues	2,121,249	2,837,450	2,828,530	(8,920)
Total revenues	106,130,587	113,998,858	112,387,407	(1,611,451)
EXPENDITURES:				
General government	4,463,872	5,148,301	4,793,947	354,354
Public safety and judicial	10,932,365	12,433,410	12,355,921	77,489
Education	31,485,741	33,238,770	32,865,967	372,803
City University	1,421,158	1,249,880	1,128,939	120,941
Social services	18,829,127	20,580,460	19,822,219	758,241
Environmental protection	3,486,771	3,547,381	3,468,515	78,866
Transportation services	2,414,184	2,620,766	2,590,771	29,995
Parks, recreation and cultural activities	765,966	770,086	772,622	(2,536)
Housing	1,606,774	2,094,855	2,026,135	68,720
Health (including payments to NYC Health + Hospitals)	3,931,328	5,348,106	5,167,845	180,261
Libraries	471,861	458,129	458,236	(107)
Pensions	9,529,492	9,222,918	9,215,445	7,473
Judgments and claims	1,164,589	1,366,775	1,516,775	(150,000)
Fringe benefits and other benefit payments	7,736,120	7,497,194	7,779,718	(282,524)
Lease payments for debt service	121,145	96,135	96,135	
Other	4,376,664	1,056,953	1,211,790	(154,837)
Total expenditures	102,737,157	106,730,119	105,270,980	1,459,139
Excess (deficiency) of revenues over expenditures	3,393,430	7,268,739	7,116,427	(152,312)
OTHER FINANCING SOURCES (USES):				
Principal amount of bonds issued		217,898	217,898	
Transfer to Nonmajor Debt Service Fund	(2,127,622)	(4,343,632)	(4,324,349)	(19,283)
Transfer from Nonmajor Debt Service Fund	218,836	191,732	164,704	27,028
Transfers and other payments for debt service, net	(1,484,644)	(3,334,737)	(3,333,430)	(1,307)
Total other financing uses	(3,393,430)	(7,268,739)	(7,275,177)	6,438
(DEFICIENCY) OF EXPENDITURES OVER REVENUES AND OTHER FINANCING USES	$	$	(158,750)	$ (158,750)
FUND BALANCE AT BEGINNING OF YEAR			4,195,861	
FUND BALANCE AT END OF YEAR			$ 4,037,111	

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF NET POSITION
PROPRIETARY FUNDS

JUNE 30, 2025
(in thousands)

	Brooklyn Bridge Park Corporation	The Trust for Governors Island	NYCTL 1998-2 TRUST	NYCTL 2021-A TRUST
ASSETS:				
Current assets:				
Cash and cash equivalents	$ 41,372	$ 4,511	$ 591	$
Investments		8,904		
Receivables:				
Federal, State and other aid		10,316		
Accounts receivable	456	1,290	33,990	
Restricted cash, cash equivalents	9,789	2,324		
Restricted investments			56,697	
Prepaid expenses	92	268		
Total current assets	51,709	27,613	91,278	
Noncurrent assets:				
Investments	27,246			
Accounts receivable			182,817	
Leases receivable	132,168	44,230		
Capital assets:				
Land and construction work-in-progress	307	109,691		
Other capital assets (net of depreciation/amortization):				
Property, plant and equipment (including software)	28,491	6,951		
Infrastructure	250,351	208,326		
Lease asset				
Other assets		5,738		
Total noncurrent assets	438,563	374,936	182,817	
Total assets	490,272	402,549	274,095	
LIABILITIES:				
Current liabilities:				
Accounts payable and accrued liabilities	2,292	14,453	11,958	
Unearned revenue	1,592	2,745		
Security deposits	12			
Overage due to taxpayers			2,383	
Other		483		
Residual liability			16,856	
Lease liability				
Total current liabilities	3,896	17,681	31,197	
Noncurrent liabilities:				
Security deposits	6,465	5,692		
Residual liability			56,431	
Lease liability				
Total noncurrent liabilities	6,465	5,692	56,431	
Total liabilities	10,361	23,373	87,628	
DEFERRED INFLOWS OF RESOURCES:				
Deferred inflows from leases	110,396	37,324		
Total deferred inflows of resources	110,396	37,324		
NET POSITION:				
Net investment in capital assets	279,149	324,968		
Restricted for:				
Capital projects	7,146			
Operations	83,220	16,884	186,467	
Total net position	$ 369,515	$ 341,852	$ 186,467	$

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF NET POSITION - (Continued)
PROPRIETARY FUNDS

JUNE 30, 2025
(in thousands)

	NYCTL 2025-A TRUST	WTC Captive Insurance Company, Inc.	Total Proprietary Funds
ASSETS:			
Current assets:			
Cash and cash equivalents	$	$ 2,626	$ 49,100
Investments		2,319	11,223
Receivables:			
Federal, State and other aid			10,316
Accounts receivable	71,609	39,918	147,263
Restricted cash, cash equivalents			12,113
Restricted investments			56,697
Prepaid expenses		66	426
Total current assets	71,609	44,929	287,138
Noncurrent assets:			
Investments		308,809	336,055
Accounts receivable	127,295		310,112
Leases receivable			176,398
Capital assets:			
Land and construction work-in-progress			109,998
Other capital assets (net of depreciation/amortization):			
Property, plant and equipment (including software)			35,442
Infrastructure			458,677
Lease asset		108	108
Other assets		40	5,778
Total noncurrent assets	127,295	308,957	1,432,568
Total assets	198,904	353,886	1,719,706
LIABILITIES:			
Current liabilities:			
Accounts payable and accrued liabilities		39,428	68,131
Unearned revenue			4,337
Security deposits		425	437
Overage due to taxpayers			2,383
Other			483
Residual liability	26,653		43,509
Lease liability		102	102
Total current liabilities	26,653	39,955	119,382
Noncurrent liabilities:			
Security deposits		103,300	115,457
Residual liability		210,622	267,053
Lease liability		9	9
Total noncurrent liabilities		313,931	382,519
Total liabilities	26,653	353,886	501,901
DEFERRED INFLOWS OF RESOURCES:			
Deferred inflows from leases			147,720
Total deferred inflows of resources			147,720
NET POSITION:			
Net investment in capital assets			604,117
Restricted for:			
Capital projects			7,146
Operations	172,251		458,822
Total net position	$ 172,251	$	$ 1,070,085

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF NET POSITION
PROPRIETARY FUNDS

JUNE 30, 2024
(in thousands)

	Brooklyn Bridge Park Corporation	The Trust for Governors Island	NYCTL 1998-2 TRUST	NYCTL 2021-A TRUST
ASSETS:				
Current assets:				
Cash and cash equivalents	$ 46,550	$ 3,399	$ 4,773	$ 252
Investments		7,177		
Receivables:				
Federal, State and other aid		6,876		
Accounts receivable	323	1,194	35,799	11,517
Restricted cash, cash equivalents	4,092	3,651		
Restricted investments			32,852	7,251
Prepaid expenses	82	103		
Total current assets	51,047	22,400	73,424	19,020
Noncurrent assets:				
Investments	21,367			
Accounts receivable			117,918	23,483
Leases receivable	135,672	39,193		
Capital assets:				
Land and construction work-in-progress	9,874	90,452		
Other capital assets (net of depreciation/amortization):				
Property, plant and equipment (including software)	29,980	8,659		
Infrastructure	255,366	219,627		
Lease asset				
Other assets		5,604		
Total noncurrent assets	452,259	363,535	117,918	23,483
Total assets	503,306	385,935	191,342	42,503
LIABILITIES:				
Current liabilities:				
Accounts payable and accrued liabilities	3,031	12,419	11,092	1,258
Accrued interest payable				13
Unearned revenue	897	1,468		
Security deposits				
Overage due to taxpayers			2,057	17
Bonds payable				3,579
Discount on bonds payable				(13)
Residual liability			15,888	
Lease liability				
Total current liabilities	3,928	13,887	29,037	4,854
Noncurrent liabilities:				
Security deposits	6,302	5,571		
Residual liability			53,192	
Lease liability				
Total noncurrent liabilities	6,302	5,571	53,192	
Total liabilities	10,230	19,458	82,229	4,854
DEFERRED INFLOWS OF RESOURCES:				
Deferred inflows from leases	117,295	33,805		
Total deferred inflows of resources	117,295	33,805		
NET POSITION:				
Net investment in capital assets	295,220	318,738		
Restricted for:				
Capital projects	1,412			
Operations	79,149	13,934	109,113	37,649
Total net position	$ 375,781	$ 332,672	$ 109,113	$ 37,649

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF NET POSITION - (Continued)
PROPRIETARY FUNDS

JUNE 30, 2024
(in thousands)

	WTC Captive Insurance Company, Inc.	Total Proprietary Funds
ASSETS:		
Current assets:		
Cash and cash equivalents	$ 3,190	$ 58,164
Investments	2,168	9,345
Receivables:		
Federal, State and other aid		6,876
Accounts receivable		48,833
Restricted cash, cash equivalents		7,743
Restricted investments		40,103
Prepaid expenses	42	227
Total current assets	5,400	171,291
Noncurrent assets:		
Investments	297,808	319,175
Accounts receivable		141,401
Leases receivable		174,865
Capital assets:		
Land and construction work-in-progress		100,326
Other capital assets (net of depreciation/amortization):		
Property, plant and equipment (including software)		38,639
Infrastructure		474,993
Lease asset	211	211
Other assets	40	5,644
Total noncurrent assets	298,059	1,255,254
Total assets	303,459	1,426,545
LIABILITIES:		
Current liabilities:		
Accounts payable and accrued liabilities	253	28,053
Accrued interest payable		13
Unearned revenue		2,365
Security deposits	497	497
Overage due to taxpayers		2,074
Bonds payable		3,579
Discount on bonds payable		(13)
Residual liability		15,888
Lease liability	103	103
Total current liabilities	853	52,559
Noncurrent liabilities:		
Security deposits	102,045	113,918
Residual liability	200,450	253,642
Lease liability	111	111
Total noncurrent liabilities	302,606	367,671
Total liabilities	303,459	420,230
DEFERRED INFLOWS OF RESOURCES:		
Deferred inflows from leases		151,100
Total deferred inflows of resources		151,100
NET POSITION:		
Net investment in capital assets		613,958
Restricted for:		
Capital projects		1,412
Operations		239,845
Total net position	$	$ 855,215

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	Brooklyn Bridge Park Corporation	The Trust for Governors Island	NYCTL 1998-2 TRUST	NYCTL 2021-A TRUST
OPERATING REVENUES:				
Investment income	$	$	$ 65,559	$ 1,142
Permits and other fees	2,934	8,477		
Interest income leases	8,682	2,363		
Tax liens received from The City of New York			54,822	
Payments in lieu of taxes and ground leases rent	23,855			
Operating grants and contributions		21,602		
Total operating revenues	35,471	32,442	120,381	1,142
OPERATING EXPENSES:				
General and administrative expense			6,177	121
Personnel costs	8,648	10,903		
Utilities	792	1,515		
Professional fees	4,286			
Repairs and maintenance	1,700			
Security	2,067			
Distributions to The City of New York			9,000	
Increase in allowance for doubtful accounts			8,619	
Increase in residual liability due to Water Board			4,207	
Write-offs of uncollectible liens, net of recoveries			55,650	169
Depreciation and amortization	22,848	25,117		13
Other general, administrative and project expenses	1,879	23,063		
Other				6
Total operating expenses	42,220	60,598	83,653	309
Operating income (loss)	(6,749)	(28,156)	36,728	833
NONOPERATING REVENUES (EXPENSES):				
Investment income	863	614	2,030	114
Interest income	269			
Other loss	(649)	(14)		
Total nonoperating revenues	483	600	2,030	114
Income (loss) before other revenues and transfers	(6,266)	(27,556)	38,758	947
TRANSFERS AND CAPITAL CONTRIBUTIONS:				
Capital contributions from government sources		32,063		
Capital contributions from private sources		4,448		
Transfer from residual liability (obligations)				
Transfers in			38,596	
Transfers out				(38,596)
Change in net position	(6,266)	8,955	77,354	(37,649)
Net position, beginning of year as previously reported	375,781	332,672	109,113	37,649
Restatement of beginning net position (deficit)		225		
Net position, beginning of year as restated	375,781	332,897	109,113	37,649
Net position-ending	$ 369,515	$ 341,852	$ 186,467	$

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION - (Continued)
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	NYCTL 2025-A TRUST	WTC Captive Insurance Company, Inc.	Total Proprietary Funds
OPERATING REVENUES:			
Investment income	$ 1,432	$ 11,941	$ 80,074
Permits and other fees			11,411
Interest income leases			11,045
Tax liens received from The City of New York	197,489		252,311
Payments in lieu of taxes and ground leases rent			23,855
Operating grants and contributions			21,602
Total operating revenues	198,921	11,941	400,298
OPERATING EXPENSES:			
General and administrative expense		454	6,752
Personnel costs		695	20,246
Utilities			2,307
Professional fees		620	4,906
Repairs and maintenance			1,700
Security			2,067
Distributions to The City of New York			9,000
Increase in allowance for doubtful accounts	17		8,636
Increase in residual liability due to Water Board	26,653		30,860
Write-offs of uncollectible liens, net of recoveries			55,819
Depreciation and amortization			47,978
Other general, administrative and project expenses			24,942
Other			6
Total operating expenses	26,670	1,769	215,219
Operating income (loss)	172,251	10,172	185,079
NONOPERATING REVENUES (EXPENSES):			
Investment income			3,621
Interest income			269
Other loss			(663)
Total nonoperating revenues			3,227
Income (loss) before other revenues and transfers	172,251	10,172	188,306
TRANSFERS AND CAPITAL CONTRIBUTIONS:			
Capital contributions from government sources			32,063
Capital contributions from private sources			4,448
Transfer from residual liability (obligations)		(10,172)	(10,172)
Transfers in			38,596
Transfers out			(38,596)
Change in net position	172,251		214,645
Net position, beginning of year as previously reported			855,215
Restatement of beginning net position (deficit)			225
Net position, beginning of year as restated			855,440
Net position-ending	$ 172,251	$	$ 1,070,085

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2024
(in thousands)

	Brooklyn Bridge Park Corporation	The Trust for Governors Island	NYCTL 1998-2 TRUST	NYCTL 2021-A TRUST
OPERATING REVENUES:				
Investment income	$	$	$ 115,790	$ 4,210
Permits and other fees	1,466	7,438		
Interest income leases	8,542	2,036		
Payments in lieu of taxes and ground leases rent	22,993			
Decrease in allowance for doubtful accounts			293,764	70
Operating grants and contributions		19,754		
Total operating revenues	33,001	29,228	409,554	4,280
OPERATING EXPENSES:				
General and administrative expense			6,665	1,069
Personnel costs	8,063	9,616		
Utilities	384	1,060		
Professional fees	1,216			
Repairs and maintenance	2,743			
Security	1,756			
Distributions to The City of New York			36,145	
Increase in residual liability due to Water Board			5,575	
Write-offs of uncollectible liens, net of recoveries			408,360	293
Depreciation and amortization	22,711	24,932		13
Other general, administrative and project expenses	1,966	21,888		
Other				233
Total operating expenses	38,839	57,496	456,745	1,608
Operating income (loss)	(5,838)	(28,268)	(47,191)	2,672
NONOPERATING REVENUES (EXPENSES):				
Investment income	993	423	2,730	326
Interest income	303			
Other income		49		
Total nonoperating revenues	1,296	472	2,730	326
Income (loss) before other revenues and transfers	(4,542)	(27,796)	(44,461)	2,998
TRANSFERS AND CAPITAL CONTRIBUTIONS:				
Capital contributions from government sources	692	34,276		
Capital contributions from private sources		2,270		
Transfer from residual liability (obligations)				
Change in net position	(3,850)	8,750	(44,461)	2,998
Net position-beginning	379,631	323,922	153,574	34,651
Net position-ending	$ 375,781	$ 332,672	$ 109,113	$ 37,649

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION - (Continued)
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2024
(in thousands)

	WTC Captive Insurance Company, Inc.	Total Proprietary Funds
OPERATING REVENUES:		
Investment income	$ 12,999	$ 132,999
Permits and other fees		8,904
Interest income leases		10,578
Payments in lieu of taxes and ground leases rent		22,993
Decrease in allowance for doubtful accounts		293,834
Operating grants and contributions		19,754
Total operating revenues	12,999	489,062
OPERATING EXPENSES:		
General and administrative expense	486	8,220
Personnel costs	623	18,302
Utilities		1,444
Professional fees	617	1,833
Repairs and maintenance		2,743
Security		1,756
Distributions to The City of New York		36,145
Increase in residual liability due to Water Board		5,575
Write-offs of uncollectible liens, net of recoveries		408,653
Depreciation and amortization		47,656
Other general, administrative and project expenses		23,854
Other		233
Total operating expenses	1,726	556,414
Operating income (loss)	11,273	(67,352)
NONOPERATING REVENUES (EXPENSES):		
Investment income		4,472
Interest income		303
Other income		49
Total nonoperating revenues		4,824
Income (loss) before other revenues and transfers	11,273	(62,528)
TRANSFERS AND CAPITAL CONTRIBUTIONS:		
Capital contributions from government sources		34,968
Capital contributions from private sources		2,270
Transfer from residual liability (obligations)	(11,273)	(11,273)
Change in net position		(36,563)
Net position-beginning		891,778
Net position-ending	$	$ 855,215

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF CASH FLOW
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	Brooklyn Bridge Park Corporation	The Trust for Governors Island	NYCTL 1998-2 TRUST	NYCTL 2021-A TRUST
CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from:				
Interest income collected	$	$	$	$
Receipts from customers	2,873	8,853		
Cash collections			25,082	3,891
Tenants payments	29,115			
Operating grants and contributions		19,197		
Other receipts		965		
Cash payments for:				
Cash paid for other assets				
Losses and loss adjustment expenses paid				
Personnel costs	(8,766)	(9,990)		
Distributions			(9,000)	
Administration expenses				(6)
Services and supplies	(10,623)	(19,807)	(6,097)	(275)
Other payments	175			
Net cash provided by (used for) operating activities	12,774	(782)	9,985	3,610
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfers in/ out			7,648	(7,648)
Bond retired				(3,579)
Net cash provided by (used for) noncapital financing activities			7,648	(11,227)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Capital grants and contributions from government sources		29,490		
Capital grants and contributions from private sources		3,363		
Capital asset expenditures	(6,778)	(31,173)		
Net cash provided by (used for) capital and related financing activities	(6,778)	1,680		
CASH FLOWS FROM INVESTING ACTIVITIES:				
Purchase of investments	(27,609)	(1,727)	(53,170)	(5,955)
Sales and maturities of investments	21,549		29,325	13,206
Interest received	583	614	2,030	114
Net cash provided by (used for) investing activities	(5,477)	(1,113)	(21,815)	7,365
Net increase (decrease) in cash and cash equivalents	519	(215)	(4,182)	(252)
Cash and cash equivalents July 1	50,642	7,050	4,773	252
Cash and cash equivalents June 30	$ 51,161	$ 6,835	$ 591	$

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF CASH FLOW - (Continued)
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	NYCTL 2025-A TRUST	WTC Captive Insurance Company, Inc.	Total Proprietary Funds
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from:			
Interest income collected	$	$ 12,342	$ 12,342
Receipts from customers			11,726
Cash collections			28,973
Tenants payments			29,115
Operating grants and contributions			19,197
Other receipts			965
Cash payments for:			
Cash paid for other assets		(24)	(24)
Losses and loss adjustment expenses paid		(369)	(369)
Personnel costs		(695)	(19,451)
Distributions			(9,000)
Administration expenses		(454)	(460)
Services and supplies		(689)	(37,491)
Other payments			175
Net cash provided by (used for) operating activities		10,111	35,698
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Transfers in/ out			
Bond retired			(3,579)
Net cash provided by (used for) noncapital financing activities			(3,579)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Capital grants and contributions from government sources			29,490
Capital grants and contributions from private sources			3,363
Capital asset expenditures			(37,951)
Net cash provided by (used for) capital and related financing activities			(5,098)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of investments		(847,456)	(935,917)
Sales and maturities of investments		836,781	900,861
Interest received			3,341
Net cash provided by (used for) investing activities		(10,675)	(31,715)
Net increase (decrease) in cash and cash equivalents		(564)	(4,694)
Cash and cash equivalents July 1		3,190	65,907
Cash and cash equivalents June 30	$	$ 2,626	$ 61,213

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF CASH FLOW - (Continued)
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	Brooklyn Bridge Park Corporation	The Trust for Governors Island	NYCTL 1998-2 TRUST	NYCTL 2021-A TRUST
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES:				
Operating income (loss)	$ (6,749)	$ (28,156)	$ 36,728	$ 833
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:				
Depreciation and amortization	22,848	25,117		13
Accounts receivable	(133)	(96)	(39,969)	3,260
Grants and contributions receivable from government sources		225		
Change in allowance for doubtful accounts.			8,619	
Prepaid expenses.	(9)	(76)		
Security deposits held		(134)		
Lease receivable	2,855	(5,037)		
Accounts payable and accrued expenses . . .	(8)	2,187	4,607	(496)
Unearned revenue	694	1,264		
Security deposits	175	121		
Compensated absences		(145)		
Deferred inflow of resources.	(6,899)	3,519		
Realized gains on sales of investments				
Change in unrealized losses on investments				
Accrued investment income				
Prior year adjustments.		429		
Total adjustments	19,523	27,374	(26,743)	2,777
Net cash provided by (used for) operating activities	$ 12,774	$ (782)	$ 9,985	$ 3,610
RECONCILIATION TO CASH AND CASH EQUIVALENTS, END OF YEAR:				
Unrestricted cash and cash equivalents.	41,372	4,511	591	
Current restricted cash and cash equivalents. . .	9,789	2,324		
Cash and cash equivalents end of year.	$ 51,161	$ 6,835	$ 591	$
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:				
Noncash capital and related financing transactions:				
Accrued capital asset expenditures	$ (1,052)	$ 9,551	$	$

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF CASH FLOW - (Continued)
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	NYCTL 2025-A TRUST	WTC Captive Insurance Company, Inc.	Total Proprietary Funds
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES:			
Operating income (loss)	$ 172,251	$ 10,172	$ 185,079
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:			
Depreciation and amortization			47,978
Accounts receivable	(198,921)		(235,859)
Grants and contributions receivable from government sources			225
Change in allowance for doubtful accounts	17		8,636
Prepaid expenses		(24)	(109)
Security deposits held			(134)
Lease receivable			(2,182)
Accounts payable and accrued expenses	26,653	1,114	34,057
Unearned revenue			1,958
Security deposits			296
Compensated absences			(145)
Deferred inflow of resources			(3,380)
Realized gains on sales of investments		209	209
Change in unrealized losses on investments		(1,209)	(1,209)
Accrued investment income		(151)	(151)
Prior year adjustments			429
Total adjustments	(172,251)	(61)	(149,381)
Net cash provided by (used for) operating activities	$	$ 10,111	$ 35,698
RECONCILIATION TO CASH AND CASH EQUIVALENTS, END OF YEAR:			
Unrestricted cash and cash equivalents		2,626	49,100
Current restricted cash and cash equivalents			12,113
Cash and cash equivalents end of year	$	$ 2,626	$ 61,213
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Noncash capital and related financing transactions:			
Accrued capital asset expenditures	$	$	$ 8,499

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF CASH FLOW
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2024
(in thousands)

	Brooklyn Bridge Park Corporation	The Trust for Governors Island	NYCTL 1998-2 TRUST	NYCTL 2021-A TRUST
Cash Flows from Operating Activities:				
Receipts from:				
Interest income collected	$	$	$	$
Receipts from customers	1,521	7,287		
Cash collections			28,739	18,245
Tenants payments	27,403			
Operating grants and contributions		16,771		
Other receipts		837		
Cash payments for:				
Cash paid for other assets				
Losses and loss adjustment expenses paid				
Personnel costs	(7,930)	(9,603)		
Distributions			(36,145)	
Administration expenses				(233)
Services and supplies	(8,090)	(22,684)	(6,569)	(693)
Other payments	(1,294)			
Net cash provided by (used for) operating activities	11,610	(7,392)	(13,975)	17,319
Cash Flows from Noncapital Financing Activities:				
Bond retired				(17,016)
Net cash used for noncapital financing activities				(17,016)
Cash Flows from Capital and Related Financing Activities:				
Capital grants and contributions from government sources	692	35,619		
Capital grants and contributions from private sources		2,261		
Capital asset expenditures	(9,986)	(31,070)		
Net cash provided by (used for) capital and related financing activities	(9,294)	6,810		
Cash Flows from Investing Activities:				
Purchase of investments	(22,687)	(994)	(41,338)	(21,355)
Sales and maturities of investments	18,337		56,792	20,931
Interest received	940	423	2,730	326
Net cash provided by (used for) investing activities	(3,410)	(571)	18,184	(98)
Net increase (decrease) in cash and cash equivalents	(1,094)	(1,153)	4,209	205
Cash and cash equivalents July 1	51,736	8,203	564	47
Cash and cash equivalents June 30	$ 50,642	$ 7,050	$ 4,773	$ 252

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF CASH FLOW - (Continued)
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2024
(in thousands)

	WTC Captive Insurance Company, Inc.	Total Proprietary Funds
Cash Flows from Operating Activities:		
Receipts from:		
Interest income collected	$ 9,540	$ 9,540
Receipts from customers		8,808
Cash collections		46,984
Tenants payments		27,403
Operating grants and contributions		16,771
Other receipts		837
Cash payments for:		
Cash paid for other assets	(3)	(3)
Losses and loss adjustment expenses paid	(2,096)	(2,096)
Personnel costs	(623)	(18,156)
Distributions		(36,145)
Administration expenses	(486)	(719)
Services and supplies	(533)	(38,569)
Other payments		(1,294)
Net cash provided by (used for) operating activities	5,799	13,361
Cash Flows from Noncapital Financing Activities:		
Bond retired		(17,016)
Net cash used for noncapital financing activities		(17,016)
Cash Flows from Capital and Related Financing Activities:		
Capital grants and contributions from government sources		36,311
Capital grants and contributions from private sources		2,261
Capital asset expenditures		(41,056)
Net cash provided by (used for) capital and related financing activities		(2,484)
Cash Flows from Investing Activities:		
Purchase of investments	(623,158)	(709,532)
Sales and maturities of investments	618,751	714,811
Interest received		4,419
Net cash provided by (used for) investing activities	(4,407)	9,698
Net increase (decrease) in cash and cash equivalents	1,392	3,559
Cash and cash equivalents July 1	1,798	62,348
Cash and cash equivalents June 30	$ 3,190	$ 65,907

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF CASH FLOW - (Continued)
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2024
(in thousands)

	Brooklyn Bridge Park Corporation	The Trust for Governors Island	NYCTL 1998-2 TRUST	NYCTL 2021-A TRUST
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES:				
Operating income (loss)	$ (5,838)	$ (28,268)	$ (47,191)	$ 2,672
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:				
Depreciation and amortization	22,711	24,932		13
Accounts receivable	(26)	(72)	320,998	14,601
Grants and contributions receivable from government sources		(3,159)		
Change in allowance for doubtful accounts			(293,764)	(70)
In-kind expense		49		
Prepaid expenses	97	(9)		
Security deposits held		(42)		
Lease receivable	(2,276)	(462)		
Accounts payable and accrued expenses	11	237	5,982	103
Unearned revenue	(50)	228		
Security deposits	(1,294)	(3)		
Deferred inflow of resources	(1,725)	(823)		
Realized gains on sales of investments				
Change in unrealized losses on investments				
Accrued investment income				
Total adjustments	17,448	20,876	33,216	14,647
Net cash provided by (used for) operating activities	$ 11,610	$ (7,392)	$ (13,975)	$ 17,319
RECONCILIATION TO CASH AND CASH EQUIVALENTS, END OF YEAR:				
Unrestricted cash and cash equivalents	46,550	3,399	4,773	252
Current restricted cash and cash equivalents	4,092	3,651		
Cash and cash equivalents end of year	$ 50,642	$ 7,050	$ 4,773	$ 252
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:				
Noncash capital and related financing transactions:				
Accrued capital asset expenditures	$ (1,782)	$ 9,374	$	$

See accompanying notes to financial statements.

THE CITY OF NEW YORK
STATEMENT OF CASH FLOW - (Continued)
PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2024
(in thousands)

	WTC Captive Insurance Company, Inc.	Total Proprietary Funds
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES:		
Operating income (loss)	$ 11,273	$ (67,352)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:		
Depreciation and amortization		47,656
Accounts receivable		335,501
Grants and contributions receivable from government sources		(3,159)
Change in allowance for doubtful accounts		(293,834)
In-kind expense		49
Prepaid expenses	(3)	85
Security deposits held		(42)
Lease receivable		(2,738)
Accounts payable and accrued expenses	(470)	5,863
Unearned revenue		178
Security deposits		(1,297)
Deferred inflow of resources		(2,548)
Realized gains on sales of investments	7,016	7,016
Change in unrealized losses on investments	(11,150)	(11,150)
Accrued investment income	(867)	(867)
Total adjustments	(5,474)	80,713
Net cash provided by (used for) operating activities	$ 5,799	$ 13,361
RECONCILIATION TO CASH AND CASH EQUIVALENTS, END OF YEAR:		
Unrestricted cash and cash equivalents	3,190	58,164
Current restricted cash and cash equivalents		7,743
Cash and cash equivalents end of year	$ 3,190	$ 65,907
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Noncash capital and related financing transactions:		
Accrued capital asset expenditures	$	$ 7,592

See accompanying notes to financial statements.

THE CITY OF NEW YORK

FIDUCIARY FUNDS
STATEMENT OF FIDUCIARY NET POSITION

JUNE 30, 2025
(in thousands)

	Pension and Other Employee Benefit Trust Funds	Custodial Fund
ASSETS:		
Cash and cash equivalents	$ 6,026,706	$ 712,988
Receivables:		
Member loans	2,749,841	
Investment securities sold	5,611,507	
Accrued interest and dividends	1,438,863	
Other receivables	2,419	
Total receivables	9,802,630	
Investments:		
Short-term investments	4,737,560	
Debt securities	91,329,919	222,917
Equity securities	150,473,008	
Alternative investments	71,576,746	
Mutual funds	26,222,446	
Collective trust funds	8,139,260	
Collateral from securities lending transactions	20,181,360	
Guaranteed investment contracts	7,113,470	
Total investments	379,773,769	222,917
Other assets	430,360	
Total assets	396,033,465	935,905
LIABILITIES:		
Accounts payable and accrued liabilities	2,701,360	756,592
Payable for investment securities purchased	7,142,214	
Accrued benefits payable	1,513,344	
Securities lending transactions	20,181,360	
Other liabilities	218,891	179,313
Total liabilities	31,757,169	935,905
NET POSITION:		
Restricted for benefits to be provided by QPPs	261,157,343	
Restricted for benefits to be provided by VSFs	7,861,046	
Restricted for benefits to be provided by TDA program	56,400,276	
Restricted for other employee benefits	38,857,631	
Total net position	$ 364,276,296	$

See accompanying notes to financial statements.

THE CITY OF NEW YORK

FIDUCIARY FUNDS

STATEMENT OF FIDUCIARY NET POSITION

JUNE 30, 2024

(in thousands)

	Pension and Other Employee Benefit Trust Funds	Custodial Fund
ASSETS:		
Cash and cash equivalents	$ 3,662,318	$ 750,717
Receivables:		
Member loans	2,630,871	
Investment securities sold	7,430,212	
Accrued interest and dividends	1,364,729	
Other receivables	3,383	
Total receivables	11,429,195	
Investments:		
Short-term investments	6,327,303	
Debt securities	88,429,932	224,502
Equity securities	135,843,838	
Alternative investments	67,232,607	
Mutual funds	22,256,643	
Collective trust funds	6,456,024	
Collateral from securities lending transactions	20,280,426	
Guaranteed investment contracts	7,499,618	
Total investments	354,326,391	224,502
Other assets	468,602	
Total assets	369,886,506	975,219
LIABILITIES:		
Accounts payable and accrued liabilities	2,320,596	763,469
Payable for investment securities purchased	9,129,910	
Accrued benefits payable	1,521,972	
Securities lending transactions	20,280,426	
Other liabilities	232,927	211,750
Total liabilities	33,485,831	975,219
NET POSITION:		
Restricted for benefits to be provided by QPPs	241,374,310	
Restricted for benefits to be provided by VSFs	7,484,279	
Restricted for benefits to be provided by TDA program	52,477,491	
Restricted for other employee benefits	35,064,595	
Total net position	$ 336,400,675	$

See accompanying notes to financial statements.

THE CITY OF NEW YORK

FIDUCIARY FUNDS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	Pension And Other Employee Benefit Trust Funds	Custodial Fund
ADDITIONS:		
Contributions:		
Member contributions	$ 4,382,609	$
Employer contributions	15,807,201	
Other employer contributions	60,453	
Total contributions	20,250,263	
Investment income:		
Interest income	5,556,173	
Dividend income	3,190,961	
Net appreciation in fair value of investments	29,125,442	
Investment expenses	(2,344,800)	
Investment income, net	35,527,776	
Securities lending transactions:		
Securities lending income	55,284	
Securities lending fees	(5,327)	
Securities lending income, net	49,957	
Custodial fund additions		696,166
Other	(10,558)	975,220
Total additions	55,817,438	1,671,386
DEDUCTIONS:		
Benefit payments and withdrawals	27,592,696	
Administrative expenses	334,640	
Custodial fund payments and withdrawals		735,481
Other	14,481	935,905
Total deductions	27,941,817	1,671,386
Net increase in net position	27,875,621	
NET POSITION:		
Restricted for Benefits:		
Beginning of year	336,400,675	
End of year	$ 364,276,296	$

See accompanying notes to financial statements.

THE CITY OF NEW YORK

FIDUCIARY FUNDS

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

FOR THE YEAR ENDED JUNE 30, 2024

(in thousands)

	Pension And Other Employee Benefit Trust Funds	Custodial Fund
ADDITIONS:		
Contributions:		
Member contributions	$ 4,297,270	$
Employer contributions	14,020,335	
Other employer contributions	56,886	
Total contributions	18,374,491	
Investment income:		
Interest income	4,569,910	
Dividend income	3,115,537	
Net appreciation in fair value of investments	28,010,411	
Investment expenses	(1,985,339)	
Investment income, net	33,710,519	
Securities lending transactions:		
Securities lending income	48,818	
Securities lending fees	(4,570)	
Securities lending income, net	44,248	
Custodial fund additions		699,938
Other	28,145	822,562
Total additions	52,157,403	1,522,500
DEDUCTIONS:		
Benefit payments and withdrawals	25,687,313	
Administrative expenses	332,057	
Custodial fund payments and withdrawals		547,280
Other	23,967	975,220
Total deductions	26,043,337	1,522,500
Net increase in net position	26,114,066	
NET POSITION:		
Restricted for Benefits:		
Beginning of year	310,286,609	
End of year	$ 336,400,675	$

See accompanying notes to financial statements.

THE CITY OF NEW YORK
COMPONENT UNITS
STATEMENT OF NET POSITION

JUNE 30, 2025
(in thousands)

	New York City Economic Development Corporation	New York City Health and Hospitals Corporation	New York City Housing Authority December 31, 2024	New York City Housing Development Corporation October 31, 2024	New York City Water and Sewer System
ASSETS:					
Cash and cash equivalents	$ 68,666	$ 1,105,150	$ 260,959	$ 688,359	$
Investments	172,690	1,599,681	322,889	46,185	32,567
Lease receivables	2,176,409	113,371	19,229		
Other receivables	275,007	3,327,219	1,533,388	480,361	1,208,876
Mortgage loans and interest receivable, net	10,179		129,977	22,049,536	
Inventories			7,741		
Due from Primary Government, net					72,145
Restricted cash, cash equivalents and investments	373,427	362,308	423,241	5,234,130	3,628,453
Other	84,872	446,958	121,837	231,485	99,940
Capital assets:					
Land and construction work-in-progress	132,387	808,406	3,985,425		7,744,421
Other capital assets (net of depreciation/amortization):					
Property, plant and equipment (including software and subscription)	242,757	3,905,755	6,537,289	4,351	27,214,845
Lease asset	141,882	490,665	705,242	51,120	
Total assets	3,678,276	12,159,513	14,047,217	28,785,527	40,001,247
DEFERRED OUTFLOWS OF RESOURCES:					
Deferred outflows from pensions		325,129	230,301	5,239	75
Deferred outflows from OPEB	3,764	49,463	146,551	1,606	1,133
Other deferred outflows of resources	219	5,000	8,087	8,148	8,777
Total deferred outflows of resources	3,983	379,592	384,939	14,993	9,985
LIABILITIES:					
Accounts payable and accrued liabilities	243,282	2,931,808	833,172	1,401,595	16,874
Accrued interest payable		17,865	5,637	199,015	62,147
Unearned revenue	37,134		172,151	536,746	128,546
Due to Primary Government, net	142,101	405,087		6,911,302	656,981
Other	7,432		69,428		
Noncurrent liabilities:					
Due within one year	13,286	957,891	659,327	235,138	621,294
Due in more than one year:					
Bonds & notes payable		398,947	522,182	13,798,130	35,537,408
Net pension liability		1,210,902	750,853	10,729	529
Net OPEB liability		4,193,152	2,690,503	2,442	2,373
Lease	167,409	546,157	765,042	58,602	
Other	220,815	618,071	5,992,069	590,025	117,756
Total liabilities	831,459	11,279,880	12,460,364	23,743,724	37,143,908
DEFERRED INFLOWS OF RESOURCES:					
Deferred inflows from pensions		182,326	9,019	159	27
Deferred inflows from OPEB	4,883	880,111	525,918	13,677	1,090
Deferred inflows from leases	2,131,996	100,560	16,088		
Other deferred inflows of resources		548		198,199	314,384
Total deferred inflows of resources	2,136,879	1,163,545	551,025	212,035	315,501
NET POSITION:					
Net investment in capital assets	203,944	4,658,448	9,412,226	55,471	1,045,472
Restricted for:					
Capital projects	109,939				
Debt service		106,839		4,012,405	2,167,132
Loans/security deposits	52,095				
Donor/statutory restrictions		608,291		132,061	
Operations					345,571
Unrestricted (deficit)	347,943	(5,277,898)	(7,991,459)	644,824	(1,006,352)
Total net position	$ 713,921	$ 95,680	$ 1,420,767	$ 4,844,761	$ 2,551,823

See accompanying notes to financial statements.

THE CITY OF NEW YORK
COMPONENT UNITS
STATEMENT OF NET POSITION - (Continued)

JUNE 30, 2025
(in thousands)

	Nonmajor Component Units	Total
ASSETS:		
Cash and cash equivalents	$ 110,529	$ 2,233,663
Investments	150,830	2,324,842
Lease receivables	421,466	2,730,475
Other receivables	35,437	6,860,288
Mortgage loans and interest receivable, net		22,189,692
Inventories		7,741
Due from Primary Government, net	9,451	81,596
Restricted cash, cash equivalents and investments	156,093	10,177,652
Other	7,463	992,555
Capital assets:		
Land and construction work-in-progress	184,270	12,854,909
Other capital assets (net of depreciation/amortization):		
Property, plant and equipment (including software and subscription)	598,820	38,503,817
Lease asset	182,319	1,571,228
Total assets	1,856,678	100,528,458
DEFERRED OUTFLOWS OF RESOURCES:		
Deferred outflows from pensions		560,744
Deferred outflows from OPEB		202,517
Other deferred outflows of resources		30,231
Total deferred outflows of resources		793,492
LIABILITIES:		
Accounts payable and accrued liabilities	41,450	5,468,181
Accrued interest payable		284,664
Unearned revenue	41,497	916,074
Due to Primary Government, net		8,115,471
Other	11,580	88,440
Noncurrent liabilities:		
Due within one year	57,762	2,544,698
Due in more than one year:		
Bonds & notes payable		50,256,667
Net pension liability		1,973,013
Net OPEB liability		6,888,470
Lease	213,920	1,751,130
Other	174,631	7,713,367
Total liabilities	540,840	86,000,175
DEFERRED INFLOWS OF RESOURCES:		
Deferred inflows from pensions		191,531
Deferred inflows from OPEB		1,425,679
Deferred inflows from leases	346,021	2,594,665
Other deferred inflows of resources		513,131
Total deferred inflows of resources	346,021	4,725,006
NET POSITION:		
Net investment in capital assets	560,360	15,935,921
Restricted for:		
Capital projects	44,100	154,039
Debt service	2,900	6,289,276
Loans/security deposits		52,095
Donor/statutory restrictions	54,994	795,346
Operations	70,655	416,226
Unrestricted (deficit)	236,808	(13,046,134)
Total net position	$ 969,817	$10,596,769

See accompanying notes to financial statements.

THE CITY OF NEW YORK
COMPONENT UNITS
STATEMENT OF NET POSITION
JUNE 30, 2024
(in thousands)

	New York City Economic Development Corporation	New York City Health and Hospitals Corporation	New York City Housing Authority December 31, 2023	New York City Housing Development Corporation October 31, 2023	New York City Water and Sewer System
ASSETS:					
Cash and cash equivalents	$ 85,740	$ 1,073,895	$ 283,894	$ 634,675	$
Investments	148,142	1,381,692	422,468	47,990	49,370
Lease receivables	2,414,531	114,175	21,543		
Other receivables	305,814	3,203,347	918,411	478,238	1,112,933
Mortgage loans and interest receivable, net	16,621		144,278	18,980,059	
Inventories			9,473		
Due from Primary Government, net					74,048
Restricted cash, cash equivalents and investments	407,467	373,932	482,720	3,931,436	3,113,526
Other	70,020	529,848	117,823	331,873	69,080
Capital assets:					
Land and construction work-in-progress	132,387	781,588	3,547,592		7,154,102
Other capital assets (net of depreciation/amortization):					
Property, plant and equipment (including software and subscription)	257,013	3,906,677	6,158,353	5,895	26,969,199
Lease asset	151,657	502,428	746,167	68,487	
Total assets	3,989,392	11,867,582	12,852,722	24,478,653	38,542,258
DEFERRED OUTFLOWS OF RESOURCES:					
Deferred outflows from pensions		350,656	271,760	6,416	84
Deferred outflows from OPEB	6,316	119,979	338,345	2,067	1,424
Other deferred outflows of resources		5,000	10,902	2,566	9,151
Total deferred outflows of resources	6,316	475,635	621,007	11,049	10,659
LIABILITIES:					
Accounts payable and accrued liabilities	299,224	3,008,826	757,685	650,108	17,851
Accrued interest payable		16,298	6,278	169,739	61,912
Unearned revenue	41,257		117,024	575,360	109,397
Due to Primary Government, net	143,566	38,648		5,320,757	583,042
Other	5,532		60,926		
Noncurrent liabilities:					
Due within one year	13,296	877,179	555,355	235,525	534,725
Due in more than one year:					
Bonds & notes payable		489,341	600,645	12,395,369	34,765,150
Net pension liability		1,695,742	797,391	11,809	588
Net OPEB liability	315	4,350,824	2,714,820	1,659	2,989
Lease	177,791	539,395	788,141	66,549	
Other	245,118	570,675	5,410,369	647,056	96,519
Total liabilities	926,099	11,586,928	11,808,634	20,073,931	36,172,173
DEFERRED INFLOWS OF RESOURCES:					
Deferred inflows from pensions		38,035	27,659	391	(23)
Deferred inflows from OPEB	5,439	921,074	682,970	14,928	672
Deferred inflows from leases	2,351,558	105,525	19,069		
Other deferred inflows of resources	253	719		295,661	246,087
Total deferred inflows of resources	2,357,250	1,065,353	729,698	310,980	246,736
NET POSITION:					
Net investment in capital assets	217,583	4,453,655	8,813,307	74,382	894,731
Restricted for:					
Capital projects	113,419				
Debt service		109,183		3,498,258	1,929,493
Loans/security deposits	50,255				
Donor/statutory restrictions		657,477		111,461	
Operations					333,555
Unrestricted (deficit)	331,102	(5,529,379)	(7,877,910)	420,690	(1,023,771)
Total net position (deficit)	$ 712,359	$ (309,064)	$ 935,397	$ 4,104,791	$ 2,134,008

See accompanying notes to financial statements.

THE CITY OF NEW YORK
COMPONENT UNITS
STATEMENT OF NET POSITION - (Continued)
JUNE 30, 2024
(in thousands)

	Nonmajor Component Units	Total
ASSETS:		
Cash and cash equivalents	$ 103,919	$ 2,182,123
Investments	136,754	2,186,416
Lease receivables	457,644	3,007,893
Other receivables	34,524	6,053,267
Mortgage loans and interest receivable, net		19,140,958
Inventories		9,473
Due from Primary Government, net	10,954	85,002
Restricted cash, cash equivalents and investments	135,833	8,444,914
Other	6,650	1,125,294
Capital assets:		
Land and construction work-in-progress	128,430	11,744,099
Other capital assets (net of depreciation/amortization):		
Property, plant and equipment (including software and subscription)	596,001	37,893,138
Lease asset	187,998	1,656,737
Total assets	1,798,707	93,529,314
DEFERRED OUTFLOWS OF RESOURCES:		
Deferred outflows from pensions		628,916
Deferred outflows from OPEB		468,131
Other deferred outflows of resources		27,619
Total deferred outflows of resources		1,124,666
LIABILITIES:		
Accounts payable and accrued liabilities	35,153	4,768,847
Accrued interest payable		254,227
Unearned revenue	28,012	871,050
Due to Primary Government, net		6,086,013
Other	10,514	76,972
Noncurrent liabilities:		
Due within one year	5,601	2,221,681
Due in more than one year:		
Bonds & notes payable		48,250,505
Net pension liability		2,505,530
Net OPEB liability		7,070,607
Lease	213,714	1,785,590
Other	225,164	7,194,901
Total liabilities	518,158	81,085,923
DEFERRED INFLOWS OF RESOURCES:		
Deferred inflows from pensions		66,062
Deferred inflows from OPEB		1,625,083
Deferred inflows from leases	387,595	2,863,747
Other deferred inflows of resources		542,720
Total deferred inflows of resources	387,595	5,097,612
NET POSITION:		
Net investment in capital assets	503,637	14,957,295
Restricted for:		
Capital projects	18,703	132,122
Debt service	1,094	5,538,028
Loans/security deposits		50,255
Donor/statutory restrictions	51,656	820,594
Operations	68,993	402,548
Unrestricted (deficit)	248,871	(13,430,397)
Total net position (deficit)	$ 892,954	$ 8,470,445

See accompanying notes to financial statements.

THE CITY OF NEW YORK

COMPONENT UNITS
STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	New York City Economic Development Corporation	New York City Health and Hospitals Corporation	New York City Housing Authority December 31, 2024	New York City Housing Development Corporation October 31, 2024	New York City Water and Sewer System
EXPENSES	$1,176,731	$15,846,039	$ 6,480,943	$ 538,405	$4,801,180
PROGRAM REVENUES:					
Charges for services	334,254	12,309,327	1,041,032	900,397	4,855,454
Operating grants and contributions	121,702	406,506	4,493,778		
Capital grants, contributions and other	696,787	359,696	1,352,345	59,450	23,848
Total program revenues	1,152,743	13,075,529	6,887,155	959,847	4,879,302
Net (expenses) program revenues	(23,988)	(2,770,510)	406,212	421,442	78,122
GENERAL REVENUES:					
Investment income	21,659	116,415	34,381	308,623	168,685
Unrestricted Federal and State aid					
Gain on in-substance defeasance					23,685
Other	3,891	3,058,839	44,777	9,905	147,323
Total general revenue	25,550	3,175,254	79,158	318,528	339,693
Change in net position	1,562	404,744	485,370	739,970	417,815
Net position (deficit) beginning	712,359	(309,064)	935,397	4,104,791	2,134,008
Net position ending	$ 713,921	$ 95,680	$ 1,420,767	$4,844,761	$ 2,551,823

See accompanying notes to financial statements.

THE CITY OF NEW YORK
COMPONENT UNITS
STATEMENT OF ACTIVITIES - (Continued)

FOR THE YEAR ENDED JUNE 30, 2025
(in thousands)

	Nonmajor Component Units	Total
EXPENSES	$ 516,461	$ 29,359,759
PROGRAM REVENUES:		
Charges for services	111,241	19,551,705
Operating grants and contributions	339,794	5,361,780
Capital grants, contributions and other	111,279	2,603,405
Total program revenues	562,314	27,516,890
Net (expenses) program revenues	45,853	(1,842,869)
GENERAL REVENUES:		
Investment income	20,296	670,059
Unrestricted Federal and State aid	6,319	6,319
Gain on in-substance defeasance		23,685
Other	4,395	3,269,130
Total general revenue	31,010	3,969,193
Change in net position	76,863	2,126,324
Net position (deficit) beginning	892,954	8,470,445
Net position ending	$ 969,817	$ 10,596,769

See accompanying notes to financial statements.

THE CITY OF NEW YORK

COMPONENT UNITS

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2024

(in thousands)

	New York City Economic Development Corporation	New York City Health and Hospitals Corporation	New York City Housing Authority December 31, 2023	New York City Housing Development Corporation October 31, 2023	New York City Water and Sewer System
EXPENSES	$ 1,244,702	$15,386,806	$ 5,994,444	$ 462,298	$4,502,190
PROGRAM REVENUES:					
Charges for services	342,691	11,920,996	932,444	756,644	4,388,208
Operating grants and contributions	106,579	917,030	3,630,442		
Capital grants, contributions and other	808,762	512,278	1,092,741		25,147
Total program revenues	1,258,032	13,350,304	5,655,627	756,644	4,413,355
Net (expenses) program revenues	13,330	(2,036,502)	(338,817)	294,346	(88,835)
GENERAL REVENUES:					
Investment income	22,128	121,892	50,366	114,244	172,181
Unrestricted Federal and State aid					
Gain on in-substance defeasance					11,559
Other	2,202	3,036,992	26,189	7,788	145,355
Total general revenue	24,330	3,158,884	76,555	122,032	329,095
Change in net position	37,660	1,122,382	(262,262)	416,378	240,260
Net position (deficit) beginning of year as previously reported	674,699	(1,431,446)	1,203,990	3,688,413	1,893,748
Restatement of beginning net position (deficit)			(6,331)		
Net position (deficit), beginning of year as restated	674,699	(1,431,446)	1,197,659	3,688,413	1,893,748
Net position (deficit) ending	$ 712,359	$ (309,064)	$ 935,397	$ 4,104,791	$2,134,008

See accompanying notes to financial statements.

THE CITY OF NEW YORK

COMPONENT UNITS

STATEMENT OF ACTIVITIES - (Continued)

FOR THE YEAR ENDED JUNE 30, 2024

(in thousands)

	Nonmajor Component Units	Total
EXPENSES	$ 488,235	$ 28,078,675
PROGRAM REVENUES:		
Charges for services	107,925	18,448,908
Operating grants and contributions	321,449	4,975,500
Capital grants, contributions and other	90,922	2,529,850
Total program revenues	520,296	25,954,258
Net (expenses) program revenues	32,061	(2,124,417)
GENERAL REVENUES:		
Investment income	19,151	499,962
Unrestricted Federal and State aid	6,172	6,172
Gain on in-substance defeasance		11,559
Other	4,874	3,223,400
Total general revenue	30,197	3,741,093
Change in net position	62,258	1,616,676
Net position (deficit) beginning of year as previously reported	831,577	6,860,981
Restatement of beginning net position (deficit)	(881)	(7,212)
Net position (deficit), beginning of year as restated	830,696	6,853,769
Net position (deficit) ending	$ 892,954	$ 8,470,445

See accompanying notes to financial statements.

A. Summary of Significant Accounting Policies

The accompanying basic financial statements of The City of New York (City or primary government) are presented in conformity with Generally Accepted Accounting Principles (GAAP) for State and local governments in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The amounts shown in the Primary Government and component units columns of the accompanying government-wide financial statements are only presented to facilitate financial analysis and are not the equivalent of consolidated financial statements.

The following is a summary of the significant accounting policies and reporting practices of the City:

1. Reporting Entity

The City is a municipal corporation governed by the Mayor and the City Council. The City s operations also include those normally performed at the county level and, accordingly, transactions applicable to the operations of the five counties that comprise the City are included in these financial statements.

The financial reporting entity consists of the City and its component units, which are legally separate organizations for which the City is financially accountable.

The City is financially accountable for the organizations that make up its legal entity. It is also financially accountable for legally separate organizations if City officials appoint a voting majority of an organization s governing body, and either the City is able to impose its will on that organization, or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the City. The City may also be financially accountable for organizations that are fiscally dependent on the City if there is a potential for the organizations to provide specific financial benefits to the City or impose specific financial burdens on the City, regardless of whether the organizations have separate elected governing boards, governing boards appointed by higher levels of government, or jointly appointed boards. The City is financially accountable for all of its component units.

Some component units are included in the financial reporting entity by discrete presentation. Other component units, despite being legally separate from the City, are so integrated with the City that they are in substance part of the City. These component units are blended with the City.

The New York City Transit Authority is an affiliated agency of the Metropolitan Transportation Authority (MTA) of the State of New York (State), which is a component unit of the State and is thus excluded from the City s financial reporting entity.

All of the component units publish separate annual financial statements, which are available at: Office of the Comptroller, Bureau of Accountancy-Room 200 South, 1 Centre Street, New York, New York 10007, or at *www.comptroller.nyc.gov*.

Blended Component Units

Component Units that provide service exclusively to the City, whose governing bodies are substantially the same as that of the City, whose total debts outstanding are expected to be repaid with resources of the City, or who are organized as not-for-profits and the City is the sole corporate member (business-type activities), are reported as if they were part of the City, or blended into the City s financial statements. They include the following:

Hudson Yards Development Corporation (HYDC). HYDC is a corporation organized in 2005 under the Not-for-Profit Corporation Law of the State of New York. HYDC was formed to manage and implement its economic development initiative to redevelop the Hudson Yards area on the West Side of Manhattan. HYDC collaborates with the various City and State entities and agencies that are involved in financing, planning, development and construction. HYDC is governed by a 13-member Board of Directors.

Hudson Yards Infrastructure Corporation (HYIC). HYIC is a corporation organized in 2005 under the Not-for-Profit Corporation Law of the State of New York. HYIC was formed for the purpose of financing certain infrastructure improvements in the Hudson Yards area on the West Side of Manhattan. HYIC does not engage in development directly, but finances development spearheaded by HYDC and carried out by existing public entities. HYIC fulfills its purpose through the issuance of bonds to finance the improvements, including the operations of the Hudson Yards Development Corporation, and the collection of revenues, including payments in lieu of taxes and district improvement bonuses from private developers. HYIC is governed by a five-member Board of Directors. HYIC does not have any employees; its affairs are administered by employees of the City and of the Water Authority, for which it pays a management fee and overhead based on its allocated share of personnel and overhead costs.

New York City Educational Construction Fund (ECF). ECF is a public benefit corporation organized in 1967 by the State of New York Legislature. It was formed to construct mixed-use real estate projects that include new school facilities, thereby increasing the number of seats for the Department of Education (DOE). ECF builds combined-occupancy structures on City-owned land conveyed to ECF by the City. ECF is self-funded, and receives no capital funding from the City. The revenues received by ECF from the non-school portions of its projects pay the debt service of ECF-issued Bonds. If revenues are insufficient, the City would be required to make rental payments on the school portions. ECF is governed by a three-member Board of Trustees.

New York City School Bus Umbrella Services Inc. (NYCSBUS). NYCSBUS was founded in 2021 under the Not-for-Profit Corporation Law of the State of New York. NYCSBUS provides school bus transportation services to New York City public and private school students, the majority of whom have special needs. NYCSBUS receives funding from the City and is governed by a five-member Board of Directors.

New York City School Construction Authority (SCA). SCA is a public benefit corporation organized in 1988 by the State of New York Legislature. SCA s responsibilities, as defined in the enabling legislation, are the design, construction, reconstruction, improvement, rehabilitation, and repair of the City s public schools. SCA s operations are funded by appropriations made by the City. SCA also carries out certain projects funded by the City Council and Borough Presidents, pursuant to the City Charter. SCA is governed by a three-member Board of Trustees.

New York City School Support Services, Inc. (NYCSSS). NYCSSS is a Type C corporation organized in 2016 under the Not-For-Profit Corporation Law of the State of New York. NYCSSS was formed for the purpose of providing staffing of custodial helpers for the City s Department of Education (DOE). NYCSSS operations are funded by the DOE from appropriations provided by the City. NYCSSS is governed by a five-member Board of Directors.

New York City Transitional Finance Authority (TFA). TFA is a public benefit corporation organized in 1997 by the State of New York Legislature. Its primary purpose is to finance a portion of New York City s capital improvement plan. TFA issues and sells bonds and notes to fund a portion of the City s capital program, the purpose of which is to maintain, rebuild, and expand the City s infrastructure and to pay TFA s administrative expenses. The Bonds are secured by the City s collections of personal income tax and, if necessary, sales tax. TFA is governed by a five-member Board of Directors. TFA does not have any employees; its affairs are administered by employees of the City and of the Water Authority, for which TFA pays a management fee and overhead, based on its allocated share of personnel and overhead costs.

TSASC, Inc. (TSASC). TSASC is a corporation organized in 1998 under the Not-for-Profit Corporation Law of the State of New York. TSASC was formed as a financing entity to issue and sell bonds and notes to fund a portion of the City s capital program. Pursuant to a purchase and sale agreement with the City, the City sold to TSASC all of its future rights, titles, and interest in the tobacco settlement revenues under the Master Settlement Agreement and the Decree and Final Judgment. The proportion of these revenues pledged to debt service was 37.4 percent. TSASC is governed by a five-member Board of Directors. TSASC does not have any employees; its affairs are administered by employees of the City and of the Water Authority, for which TSASC pays a management fee, rent, and overhead based on its allocated share of personnel and overhead costs.

Business-type Activities

Brooklyn Bridge Park Corporation (BBPC). BBPC is a corporation organized in 2010 under the Not-for-Profit Corporation Law of the State of New York. BBPC is responsible for the planning, construction, maintenance, and operation of Brooklyn Bridge Park, an 85-acre sustainable waterfront park, stretching 1.3 miles along Brooklyn s East River shoreline. BBPC operates under a mandate to be self-sustaining. While a small fraction of the required operations and maintenance funds for the Park will be collected from concessions located throughout, the majority of the funds will come from a limited number of revenue-generating development sites within the Park. BBPC receives funding for park construction from the City and the City s Department of Parks and Recreation. It is governed by a 17-member Board of Directors.

Governors Island Corporation, doing business as **The Trust for Governors Island (TGI).** TGI is a corporation organized in 2010 under the Not-for-Profit Corporation Law of the State of New York. It was formed for the purpose of lessening the burdens of government by providing the planning, preservation, redevelopment, and ongoing operations and maintenance of approximately 150 acres of Governors Island plus surrounding lands underwater. TGI receives funding from the City, and is governed by a 13-member Board of Directors.

New York City Tax Lien Trusts (NYCTL Trusts). The NYCTL Trusts are Delaware statutory trusts, which were organized to acquire certain tax liens from the City in exchange for the proceeds from bonds issued by the NYCTL Trusts, net of reserves funded by the bond proceeds and bond issuance costs. The City is the sole beneficiary of the NYCTL Trusts and is entitled to receive distributions from the NYCTL Trusts after payments to the bondholders and certain reserve requirements have been satisfied. The NYCTL Trusts are governed by the Declarations and Agreements of Trust between The City of New York and the Wilmington Trust Company of Wilmington, Delaware (the Owner Trustee). The NYCTL Trusts are:

NYCTL 1998-2 Trust
NYCTL 2021-A Trust
NYCTL 2025-A Trust

WTC Captive Insurance Company, Inc. (WTC Captive). WTC Captive is a corporation organized in 2004 under the Not-for-Profit Corporation Law of the State of New York in response to the events of September 11, 2001. WTC Captive supports a liability insurance contract that provides specified coverage (including general liability, environmental liability, professional liability, and marine liability) against certain third-party claims made against the City and approximately 145 contractors and subcontractors working on the City s Federal Emergency Management Agency (FEMA)- funded debris removal project. As all of WTC Captive s resources must be used to satisfy obligations under the contract or returned; it reports only changes to its liabilities and no net position. WTC Captive was funded on December 3, 2004 with $999.9 million in funds by FEMA. WTC Captive is governed by a five-member Board of Directors.

Discretely Presented Component Units

Component units that do not meet the criteria for blending are presented discretely, separate from the financial data of the City. The component units column in the government-wide financial statements includes the financial data of these entities, which are reported in a separate column to emphasize that they are legally separate from the City.

The following entities are presented discretely as major component units:

New York City Economic Development Corporation (EDC). EDC was organized in 1991 under the Not-for-Profit Corporation Law of the State of New York. Its primary activities consist of rendering a variety of services and administering certain economic development programs on behalf of the City relating to the attraction, retention, and expansion of commerce in the City. In order to provide these services, EDC primarily generates revenues from property rentals and real estate sales. EDC is governed by a 27-member Board of Directors.

New York City Health and Hospitals Corporation (NYC Health + Hospitals). NYC Health + Hospitals was organized in 1969 by the New York State Legislature as a public benefit corporation the Department of Hospitals operating city hospitals and other health care facilities. NYC Health + Hospitals was formed to enable it to benefit from private revenues and funding; it assumed responsibility for the operation of the City s municipal hospital system in 1970. NYC Health + Hospitals provides medical and mental health services, regardless of a patient s ability to pay. NYC Health + Hospitals is governed by a 16-member Board of Directors.

New York City Housing Authority (NYCHA). NYCHA is a public benefit corporation organized in 1934 under the New York State Public Housing Law. NYCHA develops, constructs, manages, and maintains affordable housing for eligible low-income families in the City. NYCHA also maintains a leased housing program, which provides housing assistance payments to families. Substantial operating losses result from the essential services that NYCHA provides exceeding revenues. To meet the funding requirements of these operating losses, NYCHA receives subsidies from: (a) the Federal government, primarily the U.S. Department of Housing and Urban Development, in the form of annual grants for operating assistance, debt service payments, contributions for capital, and reimbursement of expenditures incurred for certain Federal housing programs; (b) New York State in the form of debt service and capital payments; and (c) the City in the form of debt service and capital payments. NYCHA is governed by a seven-member Board of Directors.

New York City Housing Development Corporation (HDC). HDC is a public benefit corporation organized in 1971 by the New York State Legislature as a supplementary and alternative means of supplying financing for affordable housing that was independent from the City s capital budget. HDC encourages the investment of private capital through low-interest mortgage loans in order to increase the supply of safe and sanitary dwelling accommodations for families and persons whose need for housing accommodations cannot be provided by unassisted private enterprise. To accomplish its objectives, HDC is empowered to finance housing through new construction or rehabilitation and to provide permanent financing for multi-family residential housing. HDC finances significant amounts of its activities through the issuance of bonds, notes and debt obligations. HDC is governed by a seven-member Board of Directors.

New York City Water and Sewer System (the System). The System is a joint operation consisting of two legally-separate and independent entities - the New York City Municipal Water Finance Authority (Water Authority) and the New York City Water Board (Water Board). Both entities were organized in 1984. The System, which began operations in 1985, provides water supply, treatment, distribution, sewage collection, treatment, and disposal for the City. The Water Authority issues debt to finance the cost of capital improvements to the System. The Water Board leases the System from the City and sets and collects rates, fees, rents, and other charges for the use of, or for services furnished, rendered, or made available by the System to produce revenue sufficient to pay debt service on the Water Authority s bonds and to put the System on a self-sustaining basis. The Water Authority is governed by a seven-member Board of Directors. The Water Board also has a seven-member Board of Directors. The Water Board does not have any employees.

The following entities are presented discretely as nonmajor component units:

Brooklyn Navy Yard Development Corporation (BNYDC). BNYDC is a corporation organized in 1981 under the Not-for-Profit Corporation Law of the State of New York. The mission of the BNYDC is to fuel the City s economic vitality by creating and preserving quality jobs, growing the City s modern industrial sector and its businesses, and connecting the local community with the economic opportunity and resources of the Navy Yard. BNYDC serves as a real estate developer and property manager of the Navy Yard on behalf of the City. The BNYDC is governed by a 25-member Board of Directors.

Brooklyn Public Library (BPL). BPL is a corporation organized in 1902 under the Not-for-Profit Corporation Law of the State of New York. BPL serves Brooklyn residents with a Central Library, a Business Library, and approximately 60 branch locations. BPL receives significant support through governmental appropriations, primarily from the State and the City. BPL is governed by a 38-member Board of Trustees.

Build NYC Resource Corporation (Build NYC). Build NYC is a corporation organized in 2011 under the Not-For-Profit Corporation Law of the State of New York. Its primary goal is to facilitate access to private activity tax-exempt bond financing for eligible entities to acquire, construct, renovate, and/or equip their facilities and to refinance previous financing transactions. Build NYC is a self-supporting entity and follows enterprise fund reporting. It is governed by a 15-member Board of Directors. Build NYC does not have any employees; under an agreement with the New York City Economic Development Corporation (EDC), EDC provides Build NYC with professional, administrative, and technical assistance.

New York City Business Assistance Corporation (NYBAC). NYBAC is a corporation organized in 1988 under the Not-for-Profit Corporation Law of the State of New York. Its purpose includes, but is not limited to, relieving and reducing unemployment; promoting and providing for additional and maximum employment in New York City; encouraging the development and/or retention of business in the City; and instructing or training individuals to improve or develop their capabilities for jobs in business. NYBAC is funded primarily through private sources, along with a small appropriation from the State in support of revitalization projects of eligible main street and surrounding downtown areas. NYBAC is governed by a five-member Board of Directors. NYBAC does not have any employees; it receives administrative, financial, legal, and other services necessary for its administration from the Department of Small Business Services (SBS).

New York City Industrial Development Agency (IDA). IDA is a public benefit corporation organized in 1974 by the New York State Legislature. IDA was formed to actively promote, retain, attract, encourage, and develop an economically-sound commerce and industry base to prevent unemployment and economic deterioration in the City. Under its programs, IDA may provide one or more of the following tax benefits: exemption from mortgage recording tax; payments in lieu of real property taxes (PILOTs) that are less than full taxes; and exemption from City and State sales and use taxes as applied to construction materials and machinery and equipment. IDA is a self-supporting entity and follows enterprise fund reporting. IDA is governed by a 15-member Board of Directors. IDA does not have any employees; under an agreement with the EDC, EDC provides IDA with professional, administrative, and technical assistance.

New York City Land Development Corporation (LDC). LDC is a corporation organized in 2012 under the Not-for-Profit Corporation Law of the State of New York. Its mission is to encourage economic growth throughout the five boroughs of the City by acquiring City-owned property and disposing of it to strengthen the City s competitive position and facilitate investments that build capacity, generate economic opportunity, and improve the quality of life. LDC is funded by operating grants from EDC and is governed by a five-member Board of Directors. LDC does not have any employees; under an agreement with EDC, EDC provides LDC with professional, administrative, and technical assistance.

New York City Neighborhood Capital Corporation (NYCNCC). NYCNCC is a corporation organized in 2014 under the Not-for-Profit Corporation Law of the State of New York. It was formed for the following purposes: (a) to make qualified low income community investments in the service area of the City; (b) to operate as a qualified Community Development Entity (CDE) under the Federal New Markets Tax Credit Program; (c) to form and manage subsidiary limited liability companies which are certified as CDEs to receive equity contributions, which will be utilized primarily to make qualified low-income community investments; and (d) to engage in all activities consistent with the business of NYCNCC. NYCNCC charges fees for services, which include, but are not limited to, placement and services fees, sponsor fees, asset management fees, and incentive management fees. The NYCNCC is governed by an 11-member Board of Directors. NYCNCC does not have any employees; under an agreement with EDC, EDC provides NYCNCC with professional, administrative, and technical assistance.

Public Realm Improvement Fund Governing Group, Inc. (Governing Group). The Governing Group is a corporation organized in 2017 under the Not-for-Profit Corporation Law of the State of New York. The Governing Group was formed for the exclusively charitable and public purpose of lessening the burdens of the City and acting in the public s interest, by bolstering and enhancing New York City s East Midtown district status as a premier central business district through public realm improvement projects. Contributions into the Governing Group are received from projects that use development rights from landmarks within the East Midtown Subdistrict or that rebuild non-complying floor area in accordance with 81-60 of the Zoning Resolution. The Governing Group is governed by a 13-member Board of Directors. The Governing Group does not have any employees; EDC and the New York City Department of City Planning provide the Governing Group with professional, administrative, and technical assistance.

The Mayor s Fund to Advance New York City (the Fund). The Fund was initially incorporated in 1994 under the name New York City Public Private Initiatives, Inc. and under the Not-for-Profit Corporation Law of the State of New York. In July 2003, the Fund adopted its current name. Its purpose is to create partnerships between the City and the private sector in an effort to enhance public programs and improve the quality of life for New York City s residents. The Fund is supported by diverse funding sources, which include the City, interest income, and administrative fee income. The Fund is governed by a six-member Board of Directors.

The Queens Borough Public Library and Affiliate (QBPL). QBPL is a corporation organized in 1907 under the Not-for-Profit Corporation Law of the State of New York. QBPL is a free association library and provides free public library service in the Borough of Queens. The library receives a substantial amount of support from the City, in addition to support from other governmental entities, and private sources. The operations of QBPL also includes its affiliate, Queens Library Foundation, Inc., which supports QBPL. The library is governed by a 19-member Board of Trustees.

2. Basis of Presentation

Government-Wide Statements: The government-wide financial statements (*the Statement of Net Position* and *the Statement of Activities*) display information about the City and its component units. These statements include the financial activities of the overall government except for fiduciary activities. Eliminations of internal activity have been made in these statements. The City is reported separately from certain legally separate component units, for which the City is financially accountable. All of the activities of the City are either governmental or business-type activities.

The *Statement of Activities* presents a comparison between program expenses, which include allocated indirect expenses, and program revenues for each function of the City s governmental activities. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include: (i) charges for services such as rental revenue from operating leases on markets, ports, and terminals and (ii) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or program. Taxes and other revenues, not specifically included among program revenues, are reported as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City s funds, including blended component units. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The City uses funds to report its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

The City s funds are classified into three categories: governmental, proprietary and fiduciary; each category, in turn, is divided into separate fund types .

Governmental Funds

The City reports the following governmental funds:

General Fund. This is the general operating fund of the City. Substantially all tax revenues, Federal and State aid (except aid for capital projects), and other operating revenues are accounted for in the General Fund. This fund also accounts for expenditures and transfers as appropriated in the expenditures budget, which provides for the City s day-to-day operations, including transfers to Debt Service Funds for payment of long-term liabilities. The fund balance in the General Fund consists of restricted and committed funds (see Note A.20).

Capital Projects Fund. This fund is used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital Projects Funds exclude capital-related outflows financed by component unit proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments. Resources of the Capital Projects Fund are derived principally from proceeds of City and TFA bond issues, payments from the Water Authority, and from Federal, State, and other aid.

General Debt Service Fund. This fund is used to account for and report financial resources that are restricted, committed, or assigned to expenditures for principal and interest. This fund, into which payments of real estate taxes and other revenues are deposited in advance of debt service payment dates, is required by State legislation and is administered and maintained by the State Comptroller. Debt service on all City notes and bonds is paid from this fund.

Nonmajor Governmental Funds. The City reports the following blended component units within the Nonmajor Governmental Funds: **HYDC, HYIC, ECF, NYCSBUS, SCA, NYCSSS, TFA and TSASC.** If a component unit is blended, the governmental fund types of the component unit are blended with those of the City by including them in the appropriate combining statements of the City. Although the City s General Fund is usually the main operating fund of the reporting entity, the General Fund of a blended component is reported as a Special Revenue Fund. The City does not have other Special Revenue Funds.

Proprietary Funds

Proprietary funds focus on the determination of operating income, changes in net position, financial position and cash flows. There are two types of proprietary funds, enterprise funds and internal service funds. Enterprise funds are used to report an activity for which a fee is charged to external users for goods or services. The City reports the following blended component units as enterprise funds: **BBPC, TGI, NYCTL Trusts and the WTC Captive.** The City does not have any internal service funds.

Fiduciary Funds

The City s fiduciary funds are divided into two separate fund types: the Pension and Other Employee Benefit Trust Funds and the Custodial Fund.

The **Pension and Other Employee Benefit Trust Funds** account for the operations of:

Pension Trusts
- New York City Employees Retirement System (NYCERS)
- Teachers Retirement System of The City of New York (TRS)
- New York City Board of Education Retirement System (BERS)
- New York City Police Pension Funds (POLICE)
- New York City Fire Pension Funds (FIRE)

Deferred Compensation Plans (DCP)

The New York City Other Postemployment Benefits Plan (the OPEB Plan)

Each of the pension trusts report all jointly administered plans including primary pension (QPPs), and/or variable supplements funds (VSFs) and/or tax deferred annuity plans (TDAs), as appropriate. VSFs and TDAs are included or part of the fiduciary fund presentation for financial reporting purposes. They provide scheduled supplemental payments, in accordance with applicable statutory provisions. Although a portion of these payments are guaranteed by the City, the State has the right and power to amend, modify, or repeal VSFs and the payments they provide. However, any assets transferred to the VSFs are held in trust solely for the benefit of its members. More information is available in note E.5.

The Deferred Compensation Plans report the various jointly administered Deferred Compensation Plans of The City of New York and related agencies and Instrumentalities and the New York City Employee Individual Retirement Account (NYCEIRA).

Note: These fiduciary funds publish separate annual financial statements, which are available at: Office of the Comptroller, Bureau of Accountancy-Room 200 South, 1 Centre Street, New York, New York 10007, or at www.comptroller.nyc.gov.

These funds use the accrual basis of accounting and a measurement focus on the periodic determination of additions, deductions, and net position restricted for benefits.

The **Custodial Fund** accounts for miscellaneous assets held by the City. School fundraiser monies for scholarships, collections from prevailing wage violators, and special assessments held for Business Improvement Districts, are the major miscellaneous assets accounted for in this fund. There are no actions, approvals or conditions required to be fulfilled by the beneficiary prior to the release of the assets. The Custodial Fund uses the accrual basis of accounting and economic resources measurement focus.

Discretely Presented Component Units

The discretely presented major component units consist of **EDC, NYC Health + Hospitals, NYCHA, HDC, and the System.** The discretely presented nonmajor components units are **BNYDC, BPL, Build NYC, NYBAC, IDA, LDC, NYCNCC, the Governing Group, the Fund and QBPL.** Their activities are accounted for in a manner similar to private business enterprises, in which the focus is on the periodic determination of revenues, expenses, and net income.

New Accounting Standard Adopted

In Fiscal Year 2025, the City adopted two new statements issued by the Governmental Accounting Standards Board (GASB):

Statement No.101, *Compensated Absences,* and
Statement No.102, *Certain Risk Disclosures*

GASB Statement No. 101, supersedes the previous standard, GASB 16. The key change is in the recognition of a compensated absence and the inclusion of all applicable salary-related payments. Specifically, this new standard requires a liability to be recognized for both: 1) Leave that has not been used which applies to leave attributable to services already rendered, that accumulates, and is more likely than not to be used for time off or otherwise paid in cash or non-cash means; and 2) Leave that has been used but not yet paid or settled. In addition, the calculation of the liability for the City incorporates the employee s pay rate and associated salary-related costs, such as social security (6.2%), Medicare (1.45%), and the Metropolitan Commuter Transportation Mobility Tax (0.6%).

As part of the adoption of Statement no. 101, The City s note disclosure presentation reports the net change in liability, as opposed to the gross increases and decrease (see Note D.5).

GASB Statement No. 102, requires governments to provide essential information in the notes to the financial statements about vulnerabilities to risks from certain concentrations or constraints. A concentration is a lack of diversity related to a significant inflow or outflow of resources. A constraint is an externally or internally imposed limitation on a government s ability to acquire resources or control spending. The City is required to disclose information about a concentration or constraint if it meets all of the criteria as established under statement no. 102.

The City of New York receives a substantial portion of its funding in the form of grants either directly or indirectly from government agencies. These grants contain certain compliance and internal control requirements that, if violated, may result in the disallowance of certain costs incurred under the grant programs. Additionally, the City is involved in various legal proceedings and claims arising in the normal course of business (see Note D.5-Judgments and Claims). The City adjusts the contingent liabilities each year based on the settlement of accrued amounts and potential liabilities that are reasonably likely and estimable. In addition, the City reassesses the risk of disallowance as part of its annual close process each fiscal year end. As of June 30, 2025 and 2024, The City s total accrued contingent liabilities are included in accounts payable and accrued liabilities on the consolidated statement of financial position.

While it is not possible to determine the ultimate liability, if any, in these matters at this time, in the opinion of management, such matters did not have a material adverse effect on the financial condition of The City in excess of the recorded contingent liability and therefore, do not meet the criteria of a concentration/constraint as outlined in statement no. 102.

Prior Period Adjustments

Implementation of Statement No. 101 resulted in a change to accounting principle for The City. Prior period restatement wasn t deemed necessary because the pronouncement s impact was immaterial causing a 1.25% increase to the City s net position (deficit). Therefore, the cumulative effect of applying this statement is reported as a restatement of beginning net position for fiscal year ended June 30, 2025. As a result, the Governmental Activities net position (deficit) beginning balance for fiscal year 2025 increased from the prior years reported net position (deficit) ending by $2.5 billion.

In addition, several of the City s Reporting Units also applied adjustments to prior reporting periods. The table below summarizes the City s adjustments as well as those of its Reporting Entities:

	Reporting Units Affected by Restatements of Beginning Balances				
	Government-Wide		Discretely Presented Component Units		
	Governmental Activities	Business-Type Activities*	New York City Housing Authority January 1, 2023	Brooklyn Navy Yard Development Corporation	New York City Business Assistance Corporation
			(in thousands)		
Net Position as of July 1, 2023					
as previously reported	$	$	$ 1,203,990	$ 445,964	$ 2,980
Adoption of GASB statement no. 101			(6,331)	(740)	
Error Correction					(141)
Net Position as of July 1, 2023 as restated	$	$	$ 1,197,659	$ 445,224	$ 2,839
Net Position as of July 1, 2024					
as previously reported	$(198,095,960)	$ 332,672	$	$	$
Adoption of GASB statement no. 101	2,478,573	(202)			
Changes in Reporting Entity		427			
Net Position (deficit) as of July 1, 2024 as restated	$(195,617,387)	$ 332,897	$	$	$

* *The Trust for Governors Island*

Pronouncements Issued But Not Yet Effective

GASB has issued the following pronouncements that may affect future financial position, results of operations, cash flows, or financial presentation of the City upon implementation. Management has not yet evaluated the effect of implementation of these standards.

GASB Statement No.	GASB Accounting Standard	Effective Fiscal Year
103	*Financial Reporting Model Improvements*	2026
104	*Disclosure of Certain Capital Assets*	2026

3. Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting in which revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions include: sales and income taxes, property taxes, grants, entitlements and donations, and are recorded on the accrual basis of accounting.

Revenues from property tax are recognized in the fiscal year for which the taxes are levied. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds use the flow of current financial resources measurement focus. This focus is on the determination of and changes in financial position, and generally only current financial resources and current liabilities are included on the balance sheet although certain receivable amounts may not be currently available. These funds use the modified accrual basis of accounting, whereby revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the fiscal period. Revenues from taxes are generally considered available if received within two months after the fiscal year-end. Revenues from categorical and other grants are generally considered available if expected to be received within one year after the fiscal year-end. Expenditures are recorded when the related liability is incurred and payment is due, except for principal and interest on long-term debt, pensions, postemployment benefits other than pensions and certain other estimated liabilities, which are recorded only when payment is due.

The measurement focus of the Pension and Other Employee Benefit Trust Funds and Custodial Fund is on the flow of economic resources. This focus emphasizes the determination of and changes in net position. With this measurement focus, all assets and liabilities associated with the operation of these funds are included on the Statement of Fiduciary Net Position. These funds use the accrual basis of accounting whereby revenues are recognized in the accounting period in which they are earned, and expenses are recognized in the period incurred.

Reclassifications

Certain amounts in the prior periods presented have been reclassified to conform to the current period s financial statement presentation. These reclassifications have no effect on previously reported change in net position.

4. Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for expenditures are recorded to reflect the use of the applicable spending appropriations, is used by the General Fund during the fiscal year to control expenditures. The cost of those goods received and services rendered on or before June 30, are recognized as expenditures. Encumbrances that do not result in expenditures by year-end lapse.

5. Cash and Investments

Generally, for purposes of reporting cash flows, cash includes cash and cash equivalents. Available cash balances consist of all cash and cash equivalents that can be converted to cash in under 90 days. The City considers all highly liquid investments (including restricted assets), with a maturity of three months or less when purchased, to be cash equivalents. Cash equivalents are carried at amortized costs which approximates fair value.

Investments are reported in the balance sheet at fair value. Investment income, including changes in the fair value of investments, is reported in operations.

Investments in fixed income securities are recorded at fair value. Securities purchased pursuant to agreements to resell are carried at the contract price, exclusive of interest, at which the securities will be resold.

Investments of the Pension and Other Employee Benefit Trust Funds and Other Trust Funds are reported at fair value. Investments are stated at the last reported sales price on a national securities exchange or as priced by a nationally recognized securities pricing service as on the last business day of the fiscal year, except for securities held as alternative investments where fair value is determined by the general partners or other experts.

A description of the City s fiduciary funds securities lending activities in Fiscal Years 2025 and 2024 is included in Deposits and Investments (see Note D.1).

6. Inventories

Inventories on hand at June 30, 2025 and 2024, estimated based on average cost at $617 and $566 million, respectively, have been reported on the government-wide *Statement of Net Position*. Inventories are recorded as expenditures in governmental funds at the time of purchase, and accordingly have not been reported on the governmental funds balance sheet.

7. Restricted Cash and Investments

The City s general fund restricted cash and investments consist of resources governed by state or federal law or regulation, private or governmental parties, to be used for particular purposes as outlined within the agreements that established their existence. Details of these resources can be found in Other Supplementary Information, General Fund Schedule G7. The general debt service fund reports certain proceeds of the City and component unit bonds, as well as certain resources set aside for payments to bond holders, are classified as restricted cash and investments on the balance sheet, because their use is limited by applicable bond covenants.

8. Capital Assets

Capital assets include all land, buildings, equipment (including software and subscriptions), lease assets, and other elements of the City s infrastructure.

All capital assets funded by the City s capital projects fund, have a required minimum useful life that is calculated from the date the asset is placed into service. Computer hardware, software, networks and systems, have a three-year minimum useful life; all others have a five-year minimum useful life. The City s baseline eligibility criteria for a capital project stipulate that the minimum cost threshold for the entire project must be $50 thousand.

Capital assets, which are used for general governmental purposes, are accounted for and reported in the government-wide financial statements. Infrastructure elements include the roads, bridges, curbs and gutters, streets and sidewalks, park land and improvements, piers, bulkheads and tunnels.

Capital assets are generally stated at historical cost, or at estimated historical cost, based on appraisals, terms of agreements, or on other acceptable methods, when historical cost is not available. Donated capital assets are reported at their acquisition value.

Accumulated depreciation and amortization are reported as reductions of capital assets. Depreciation is computed using the straight-line method based upon estimated useful lives of generally 25 to 50 years for new construction, 10 to 25 years for betterments and/or reconstruction, 3 to 15 years for equipment (including software and subscriptions), and 15 to 40 years for infrastructure (see Note D.2). Lease assets are amortized over the lease term or the life of the asset, whichever is less. See Note D.3 for details regarding the City s lease assets.

9. Compensated Absences

Earned leave balances are recorded as an expenditure in the period when it is payable from current financial resources in the fund financial statements. The estimated value of compensated absences, including earned vacation and sick leave, is recorded as a liability in the government-wide financial statements when the leave (1) is attributable to services already rendered, (2) accumulates, and (3) is more likely than not to be used for time off or otherwise settled in cash or noncash means.

10. Judgments and Claims

The City is generally uninsured with respect to risks including, but not limited to, property damage, personal injury, and workers compensation. However, as required by the Stafford Act, the City insures certain assets, which have been restored with grant funds from the Federal Emergency Management Agency, through the National Flood Insurance Program. In the fund financial statements, expenditures for judgments and claims (other than workers compensation and condemnation proceedings) are recorded on the basis of settlements reached or judgments entered within the current fiscal year. Expenditures for workers compensation are recorded when paid. Settlements relating to condemnation proceedings are reported when the liability is estimable. In the government-wide financial statements, the estimated liability for all judgments and claims incurred but not yet expended is recorded as a noncurrent liability.

11. Long-Term Liabilities

For long-term liabilities, only that portion expected to be financed from expendable available financial resources is reported as a fund liability of a governmental fund. All long-term liabilities are reported in the government-wide *Statement of Net Position*. Long-term liabilities expected to be financed from discretely presented component units operations are accounted for in those component units financial statements.

12. Derivative Instruments

The fair value balance and notional amount of the derivative instrument outstanding at June 30, 2025, classified by type, and the change in fair value of the derivative instrument for the fiscal year then ended, are as follows:

Governmental Activities

	Changes in Fair Value from June 30, 2024		Fair Value at June 30, 2025			
Item	**Classification**	**Amount**	**Classification**	**Amount**	**Notional**	**Counterparty**
		(in thousands)				
Investment derivative instruments:						
Pay-Fixed interest rate swap	Investment Revenue	$ 111	Investment	$ (339)	$ 20,375	US Bank National Association

Fair Value for the derivative instrument is the estimated exit price that assumes a transaction takes place in the City s principal market, or in the City s most advantageous market in the absence of a principal market. These inputs include the mid-fair valuation and then incorporates the credit risk of either the City or its counterparty and the bid/offer spread that would be charged to the City in order to transact. The mid-fair values of the derivative instrument was estimated using the income approach. This method calculates the future net settlement payments required by the swap, assuming that the current forward rates implied by the yield curve correctly anticipate future spot interest rates. These payments are then discounted using the spot rates implied by the current yield curve for hypothetical zero-coupon bonds due on the date of each future net settlement date. The derivative instrument is classified in Level 2 as its valuation relies primarily on observable inputs.

Hedging Derivative Instruments

As of June 30, 2025 the City does not have any swaps that are classified as hedging derivative instruments.

Contingencies

The City s derivative instrument include provisions that require the City to post collateral in the event its credit rating falls below Baa3 (Moody s) and BBB- (Standard & Poor s) for the derivative instrument. The collateral posted is to be in the form of cash, U.S. Treasury securities, or specified U.S. Government Agency securities in the amount equal to (when in the form of cash) or greater than (when in the form of securities) the fair value of derivative instruments in liability positions, net of the effect of applicable netting arrangements and applicable thresholds. If the City does not post collateral when required, the derivative instrument may be terminated by the counterparty. The collateral requirements would be $500 thousand for ratings below Baa3 or BBB- based on posting cash. The City s credit rating as of June 30, 2025 was Aa2 (Moody s) and AA (Standard & Poor s); therefore, no collateral was posted as of that date.

Swap Collateral Requirements upon a Rating Downgrade of the City[(1)]

Swap Counterparty	Fair Value as of June 30, 2025[(2)]	Collateral Threshold at Baa2/BBB to Baa3/BBB-[(3)]	Collateral Amount[(4)]	Collateral Threshold below Baa3/BBB-	Collateral Amount[(4)(5)]
	(in thousands)		(in thousands)		(in thousands)
US Bank National Association	$(339)	Infinity	$ 0	$ 0	$300
Total Fair Value	$(339)		$ 0		$300

(1) The City s swap counterpart has an agreement that collateral is to be posted by the City if the City were to owe a termination payment and its ratings fall below a certain level. Based on the credit rating level, the amount of collateral required can range from zero to the amount of the counterparty s exposure based on the fair value of the swap.

(2) A negative value means the City would owe a termination payment.

(3) A downgrade of the City to either Baa2 (Moody s) or BBB (S&P) is the highest rating level at which the City would be required to post collateral.

(4) Represents the total amount of required collateral for ratings below Baa3/BBB-. The amount of collateral required to be posted would be the amount shown, less any collateral previously posted.

(5) The swap counterparty round the collateral amount up or down to the nearest $100,000.

13. Real Estate Tax

Real estate tax payments for the fiscal year ended June 30, 2025, were due July 1, 2024 and January 1, 2025 except that payments by owners of real property assessed at $250,000 or less and cooperatives whose individual units, on average, are valued at $250,000 or less, which were due in quarterly installments on the first day of each quarter beginning on July 1.

The adopted levy date for fiscal year 2025 taxes was June 30, 2024. The lien date is the date taxes are due.

Real estate tax revenue represents payments received during the year, payments received against the current fiscal year, and prior years levies within the first two months of the following fiscal year reduced by tax refunds (for the fund financial statements). Real estate tax revenues not available are reported as deferred inflows of resources. The government-wide financial statements recognize real estate tax revenue (net of refunds), which are not available to the governmental fund type in the fiscal year for which the taxes are levied. Real estate taxes received or reported as receivables before the period for which the property taxes are levied, or the period when resources are required to be used, or when use is first permitted, are reported as deferred inflows of resources.

The City offered a 0.5% discount on the full amount of a taxpayer s yearly property tax if the entire amount shown on their bill is paid by the July due date (or grace period due date), a 0.33% discount on the last three quarters if the taxpayer waits until the October due date to pay the entire amount due, or a 0.17% discount on the last six months of taxes when the taxpayer pays the balance by the January due date. Payment of real estate taxes before July 15, 2025, on properties with an assessed value of $250,000 or less and before July 1, 2025, on properties with an assessed value over $250,000 received the discount. Collections of these real estate taxes received on or before June 30, 2025 and 2024 were approximately $9.9 billion and $9.7 billion, respectively.

The City sold approximately $127 million of real property tax liens that were fully attributable to fiscal year 2025. As in prior years lien sale agreements, the City will refund the value of liens determined to be defective, plus interest and a 5% surcharge. It has been estimated that $5.0 million worth of liens sold in fiscal year 2025 will require refunding.

The City received $30.0 million of real property tax liens, fully attributable to fiscal year 2024 representing proceeds from the graveyard trust. No reserve for defective tax liens in fiscal year 2024 was required.

In fiscal years 2025 and 2024, $274 and $297 million respectively were provided as allowances for uncollectible real estate taxes against the balance of the receivable. Delinquent real estate taxes receivable that are estimated to be collectible, but which are not collected in the first two months of the next fiscal year are recorded as deferred inflows of resources in the governmental funds balance sheet but included in general revenues on the government-wide *Statement of Activities*.

The City is permitted to levy real estate taxes for general operating purposes in an amount up to 2.5% of the average full value of taxable real estate in the City for the last five years and in unlimited amounts for the payment of principal and interest on long-term City debt. Amounts collected for payment of principal and interest on long-term debt in excess of that required for that purpose in the year of the levy, must be applied toward future years debt service. For the fiscal year ended June 30, 2025, the excess amount of $131.08 million was transferred to the General Debt Service Fund. In fiscal year 2024, there was no excess amount.

14. Other Taxes and Other Revenues

Taxpayer-assessed taxes, such as sales and income taxes, net of refunds, are recognized in the accounting period in which they become susceptible to accrual for the fund financial statements. Assets recorded in the governmental fund financial statements, but the revenue is not available, are reported as deferred inflows of resources. Additionally, the government-wide financial statements recognize sales and income taxes (net of refunds), which are not available to the governmental fund type in the accounting period for which the taxes are assessed.

15. Federal, State and Other Aid

For the government-wide and fund financial statements, categorical aid is reported as receivable when the related eligibility requirements are met. The disallowances of expenses/expenditures, originally deemed eligible, are treated as a separate event. Unrestricted aid is reported as revenue in the fiscal year of entitlement. Resources received before the time requirements are met, but after all other eligibility requirements are met, are reported as deferred inflows of resources.

16. Bond Discounts, Premiums and Issuance Costs

In the fund financial statements, bond premiums, discounts and issuance costs are presented as other financing sources and uses. In the government-wide financial statements, bond premiums and discounts are deferred and amortized over the term of the bonds payable using the straight-line method. Bond premiums and discounts are presented as additions/reductions to the face amount of the bonds payable. Bond issuance costs are recognized as an expense in the period incurred.

17. Intra-Entity Activity

Payments from a fund receiving revenue to a fund through which the revenue is to be expended are reported as transfers. Such payments include transfers for debt service and capital construction. In the government-wide financial statements, resource flows between the City and the discretely presented component units are reported as if external transactions.

18. Subsidies

The City makes various payments to subsidize a number of organizations which provide services to City residents including but not limited to not for profit cultural organizations which are represented and supported by the New York City Department of Cultural Affairs.

19. Deferred Outflows and Inflows of Resources

In accordance with Government Accounting Standards Board Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, the City reports deferred outflows of resources in a separate section following Assets and deferred inflows of resources in a separate section following Liabilities *in the Statement of Net Position*.

The Components of the deferred outflows of resources and deferred inflows of resources are as follows:

	FY 2025		FY 2024	
	Primary Government	Component Units	Primary Government	Component Units
	(in thousands)			
Deferred Outflows of Resources:				
Deferred outflows from pension	$ 5,517,037	$ 560,744	$ 5,772,229	$ 628,916
Deferred outflows from OPEB	3,080,547	202,517	5,672,474	468,131
Unamortized deferred bond refunding costs	105,045		137,379	
Other	944	30,231	1,116	27,619
Total deferred outflows of resources	$ 8,703,573	$ 793,492	$11,583,198	$1,124,666
Deferred Inflows of Resources:				
Deferred inflows from pension	$ 9,579,195	$ 191,531	$ 5,482,169	$ 66,062
Real estate taxes	9,874,222		9,654,955	
Deferred inflows from OPEB	21,724,125	1,425,679	23,511,771	1,625,083
Public-private partnerships	413,312		388,767	
Grant advances	53,636		20,414	
Deferred inflows from leases	4,088,084	2,594,665	4,160,519	2,863,747
Other	1,002,809	513,131	849,619	542,720
Total deferred inflows of resources	$46,735,383	$4,725,006	$44,068,214	$5,097,612

20. Fund Balance

In accordance with Government Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the classification of Fund Balance is based on the extent to which the City is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

Nonspendable includes fund balance amounts that cannot be spent, either because they are not in spendable form, or because of legal or contractual constraints requiring such amounts to remain intact. As required by the New York State Financial Emergency Act, the City must prepare its budget covering all expenditures, other than capital items, balanced so that the results do not show a deficit when reported in accordance with GAAP. Additionally, certain receivable amounts are not anticipated to be collected in the current period.

Restricted includes fund balance amounts that are constrained for specific purposes when such constraints are externally imposed by creditors, laws or regulations of other governments, or by constitutional provisions or enabling legislation. As required by New York State General Municipal Law Article 2, section 25 paragraph no. 2, the determination as to the existence of a deficit pursuant to the New York State Financial Emergency Act shall be made without regard to changes in restricted fund balances.

Committed includes fund balance amounts that are constrained for specific purposes when such constraints are internally imposed by the government s formal action at the highest level of decision making authority and do not lapse at year-end. In accordance with the New York City Charter, the City Council is the City s highest level of decision-making authority and can, by legal resolution prior to the end of a fiscal year, approve to establish, modify or rescind a fund balance commitment. Therefore, pursuant to the New York City Charter Section 1528, The City s committed fund balance represents the revenue stabilization fund, which is maintained in accordance with applicable state law. For the blended component units reported as Nonmajor Funds, the respective Boards of Directors (Boards) constitute the highest level of decision-making authority. When resolutions are adopted by the Boards that constrain fund balances for a specific purpose, such resources are accounted for and reported as committed for such purpose, unless and until a subsequent resolution altering the commitment is adopted by a Board.

The details of the change in the City s committed fund balance is outlined below:

	General Fund Analysis FY 2025	General Fund Analysis FY 2024
	(in thousands)	
Total revenues	$117,208,228	$112,387,407
Total expenditures	109,610,157	105,270,980
Excess of revenues over expenditures	7,598,071	7,116,427
Total other financing uses	(7,628,526)	(7,275,177)
Net change in fund balance	(30,455)	(158,750)
(Less) Restricted Fund activity	35,458	164,083
Fiscal Year Operating Surplus/ Revenue Stabilization contribution	$ 5,003	$ 5,333

Assigned includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. The City does not have any assigned amounts in its major funds. For the blended component units reported as Nonmajor Funds, the fund balances which are constrained for use for a specific purpose based on the direction of the President of the component unit to direct the movement of such funds are accounted for and reported as assigned for such purpose unless and until a subsequent authorized action by the same, or another duly authorized officer, or by a board, is taken which removes or changes the assignment.

Unassigned The City s Capital Projects Fund s deficit is classified as unassigned.

The City generally uses restricted amounts first when both restricted and unrestricted resources are available. Additionally, the City first uses committed, then assigned, and lastly unassigned resources when expenditures are made.

The City does not have a formal minimum fund balance policy. Below is the detail included in the fund balance classifications for the governmental funds fiscal years June 30, 2025 and 2024:

Fiscal Year 2025	General Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
			(in thousands)		
Nonspendable:					
Prepaid items	$	$	$	$ 12,324	$ 12,324
Spendable:					
Restricted for:					
Education	3,627			2,882	6,509
Environmental protection	780				780
General government	1,207,439				1,207,439
Housing	103,253				103,253
Other	212,222				212,222
Parks, recreation and cultural	13,815				13,815
Public safety and judicial	496,116				496,116
Social Services	71				71
Capital projects		1,437,382		679,621	2,117,003
Debt service			131,085	1,745,970	1,877,055
Committed for:					
Revenue Stabilization Fund	1,969,333				1,969,333
Debt service			1,326,396		1,326,396
Assigned for:					
Debt service				2,345,856	2,345,856
Operations				387,496	387,496
Unassigned		(6,139,387)		(17,430)	(6,156,817)
Total fund balances (deficit)	$4,006,656	$(4,702,005)	$1,457,481	$5,156,719	$ 5,918,851

Fiscal Year 2024	General Fund	Capital Projects Fund	Debt Service Fund (in thousands)	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:					
Prepaid items	$	$	$	$ 9,901	$ 9,901
Spendable:					
Restricted for:					
Education	3,333			5,596	8,929
Environmental protection	290				290
General government	1,166,167				1,166,167
Housing	121,392				121,392
Other	228,844				228,844
Parks, recreation and cultural	13,846				13,846
Public safety and judicial	538,740				538,740
Social services	170				170
Capital projects		100,586		189,962	290,548
Debt service				1,831,390	1,831,390
Committed for:					
Revenue stabilization fund	1,964,329				1,964,329
Debt service			1,971,122		1,971,122
Assigned for:					
Debt service				2,444,824	2,444,824
Operations				474,506	474,506
Unassigned		(7,592,372)		(14,758)	(7,607,130)
Total fund balances (deficit)	$4,037,111	$(7,491,786)	$1,971,122	$4,941,421	$ 3,457,868

21. Pensions

In government-wide financial statements, pensions are recognized and disclosed using the accrual basis of accounting (see Note E.5 and the RSI section immediately following the notes to financial statements), regardless of the amount recognized as pension expenditures on the modified accrual basis of accounting. The City recognizes a net pension liability for each qualified pension plan in which it participates, which represents the excess of the total pension liability over the fiduciary net position of the qualified pension plan, measured as of the City s fiscal year-end or the City s proportionate share thereof in the case of a cost-sharing multiple-employer plan. Changes in the net pension liability during the period are recorded as pension expense, or as deferred inflows of resources or deferred outflows of resources depending on the nature of the change, in the period incurred. Those changes in net pension liability that are recorded as deferred inflows of resources or deferred outflows of resources that arise from changes in actuarial assumptions or other inputs and differences between expected or actual experience, are amortized over the weighted average remaining service life of all participants, including retirees, in the respective qualified pension plan and recorded as a component of pension expense beginning with the period in which they arose. Projected earnings on qualified pension plan investments are recognized as a component of pension expense. Differences between projected and actual investment earnings are reported as deferred inflows of resources or deferred outflows of resources and amortized as a component of pension expense on a closed basis over a five-year period beginning with the period in which the difference occurred.

22. Other Postemployment Benefits

Other Postemployment Benefits (OPEB) cost for retiree healthcare and similar, non-pension retiree benefits, is required to be measured and disclosed using the accrual basis of accounting (see Note E.4), regardless of the amount recognized as OPEB expense on the modified accrual basis of accounting. Annual OPEB cost is calculated in accordance with GASB Statement No. 75.

23. Estimates and Assumptions

A number of estimates and assumptions relating to the reporting of revenues, expenditures, assets and liabilities, and the disclosure of contingent liabilities were used to prepare these financial statements in conformity with GAAP. Actual results could differ from those estimates.

24. Voluntary Defined Contribution Program (VDC)

On March 16, 2012, Chapter 18 of the Laws of 2012 was signed into law, which amended portions of the Retirement and Social Security Law, Education Law, and the Administrative Code of The City of New York. Among other things, this legislation amended Article 8-B of the Education Law to authorize the participation in The State University of New York Optional Retirement Program (SUNY ORP) of all unrepresented (non-unionized) employees of The City of New York and other public employers[1] hired on or after July 1, 2013, and earning at the full-time rate of $75,000 or more on an annualized basis. An employee hired after July 1, 2013 who is a member of a City defined benefit pension system is not eligible to participate in the VDC program. This retirement-benefit option is known as the Voluntary Defined Contribution (VDC) program.

Beginning October 1, 2020, The City of New York offered this defined contribution retirement program to eligible employees. The State University of New York is the plan sponsor of the VDC Program and Teachers Insurance and Annuity Association of America (TIAA) is the third-party service provider. Vesting, investment providers, and plan rules follow the SUNY ORP Plan Document and policies.

VDC program employee contributions are made through payroll deductions on a pre-tax basis. All contributions are made based upon Internal Revenue Service (IRS) compensation and contribution limits, which are determined annually and may affect the employee s voluntary contributions to the NYC Deferred Compensation 401(k) Plan. Employer contributions for the first year of employment are not made until the employee has fulfilled the vesting requirement. An employer contribution of 8% of salary is made for the duration of employment thereafter. Employer contributions are reported as expenditures within the governmental funds *Statement of Revenues, Expenditures, and Changes in Fund Balances*. An employee contribution is required for the duration of employment based upon estimated gross annual wages in a given calendar year. VDC participants may elect one or more of the investment providers. Each investment provider has a variety of approved investment options.

25. Public-Private Partnerships (PPP)

The City is the transferor in 91 PPP Arrangements contracted at the Department of Parks and Recreation (Parks). The agreements convey to the operators the right, either through licenses or permits, to construct capital assets and operate and maintain all service concessions. The City has the right to approve the type of services the operators may provide and the fees that may be charged by the operators to the public. As per the agreements, the operators provide amenities and facilities to park users, which generate General Fund revenues for the City and also create valuable business and employment opportunities for the public. Parks operators help preserve some of the City s unique park facilities and provide public amenities while creating and developing new park destinations with fewer public funds.

The PPP Agreements do not contain any upfront payments from the operators nor are there any guarantees or commitments by the City. The total net asset value associated with the above PPP Arrangements is $199.99 million and reported within infrastructure on the capital assets table (See note D.2). The deferred inflows resulting from such arrangements are $413.31 million for Fiscal Year 2025. A total of $31.34 million was recognized as inflows of resources for the year ended June 30, 2025.

B. Reconciliation of Government-Wide and Fund Financial Statements

A summary reconciliation of the difference between total fund balances (deficit) as reflected on the governmental funds balance sheet and total net position (deficit) of governmental activities as shown on the government-wide *Statement of Net Position* is presented in an accompanying schedule to the governmental funds balance sheet. The asset and liability elements, that comprise the difference are related to the governmental funds using the current financial resources measurement focus and the modified accrual basis of accounting, while the government-wide financial statements use the economic resources measurement focus and the accrual basis of accounting.

Similarly, a summary reconciliation of the difference between net change in fund balances, as reflected on the governmental funds *Statement of Revenues, Expenditures, and Changes in Fund Balances*, and Change in Net Position of governmental activities, as shown on the government-wide *Statement of Activities*, is presented in an accompanying schedule to the governmental funds *Statement of Revenues, Expenditures, and Changes in Fund Balances*. The revenue and expense elements, that comprise the reconciliation difference, stem from governmental funds using the current financial resources measurement focus and the modified accrual basis of accounting, while the government-wide financial statements use the economic resources measurement focus and the accrual basis of accounting.

[1] Public Employers include: the New York City Housing Authority, School Construction Authority, and Health + Hospitals.

C. Stewardship, Compliance and Accountability

1. Budgets and Financial Plans

Budgets

Annual expense budget appropriations, which are prepared on the modified accrual basis, are adopted for the General Fund, and unused appropriations lapse at fiscal year-end. The City uses appropriations in the capital budget to authorize the expenditure of funds for various capital projects. Capital appropriations, unless modified or rescinded, remain in effect until the completion of each project.

The City is required by State Law to adopt and adhere to a budget, on a basis consistent with GAAP, that would not have General Fund expenditures and other financing uses in excess of revenues and other financing sources.

Expenditures made against the expense budget are controlled through the use of quarterly spending allotments and units of appropriation. A unit of appropriation represents a subdivision of an agency s budget and is the level of control at which expenditures may not legally exceed the appropriation. The number of units of appropriation, and the span of operating responsibility which each unit represents, differs from agency to agency depending on the size of the agency and the level of control required. Transfers between units of appropriation and supplementary appropriations may be made by the Mayor, subject to the approval provisions set forth in the City Charter. Supplementary appropriations increased the expense budget by $8.9 and $8.1 billion subsequent to its original adoption in Fiscal Years 2025 and 2024, respectively.

Financial Plans

Additionally, the New York State Financial Emergency Act for The City of New York requires the City to operate under a rolling Four-Year Financial Plan (Plan). Revenues and expenditures, including transfers, of each year of the Plan are required to be balanced on a basis consistent with GAAP. The Plan is broader in scope than the expense budget; it comprises General Fund revenues and expenditures, Capital Projects Fund revenues and expenditures, and all short and long-term financing.

The expense budget is generally consistent with the first year of the Plan and operations under the expense budget must reflect the aggregate limitations contained in the approved Plan. The City reviews its Plan periodically during the year and, if necessary, makes modifications to incorporate actual results and revisions to assumptions.

2. Deficit Fund Balance

The Capital Projects Fund had deficits of $4.70 and $7.49 billion for the years ended June 30, 2025 and 2024, respectively. These deficits represent the amounts expected to be financed from future bond issues or intergovernmental reimbursements. To the extent the deficits will not be financed or reimbursed, a transfer from the General Fund will be required.

D. Detailed Notes on All Funds

1. Deposits and Investments

Deposits

The New York City Banking Commission, comprised of representatives for the Mayor, the Comptroller, and the Department of Finance Commissioner, applies a stringent list of requirements to banks applying for designation as an approved depository biannually. 22 RCNY Ch. 1, Designation of Depositories lays out the basic requirements for Bank designation. The requirements include, but are not limited to, submission of independent bank rating agency reports, bank regulators reports, the banks quarterly financial statements as reported to the SEC, the Bank s most recent independently audited public financial statements, and the New York State Department of Financial Services and Federal supervisory agency Community Reinvestment Act (CRA) reports. The Banking Commission endeavors to determine the financial soundness of each bank applying for designation and their commitment to the citizens of New York City. In addition, the City s ongoing banking relationships are scrutinized for compliance with operational, financial, and credit standards, policies, and procedures.

The City Charter limits the total amount of deposits, at any time, in any one bank or trust company to a maximum of one-half of the amount of the capital and net surplus of such bank or trust company. The discretely presented component units included in the City s financial reporting maintain their own banking relationships, which generally conform with the City s standards.

The City s bank account balances that exceed the prevailing Federal Deposit Insurance Corporation (FDIC) insurance limits are fully collateralized in accordance with the New York State General Municipal Law (GML) and the New York City Department of Finance Collateral Policy, last updated September 2023. The FDIC insurance limit is only applied once to each bank relationship regardless of how many individual accounts are held. Each New York City Designated Bank must pledge eligible securities and/or Letters of Credit (LOC) that satisfy the minimum GML collateral requirements. The Designated Banks are required, on a current day basis, to aggregate the total balances of all bank accounts held under the City s tax ID at their institution, deduct the FDIC insurance limit and pledge collateral which more than covers the remaining balance. The Collateral Custodians provide independent reports daily to the Department of Finance Collateral Team for cross verification of NYC records and individual Bank reports.

Cash & Cash Equivalents

The following is a summary of the cash and cash equivalents of the City s Governmental Activities as of June 30, 2025 and June 30, 2024:

	Governmental Activities	
	2025	2024
	(in thousands)	
Restricted cash and cash equivalents:		
Cash	$ 17,668	$ 22,394
Cash Equivalents	6,183,160	5,050,401
Total restricted cash and cash equivalents:	6,200,828	5,072,795
Unrestricted cash and cash equivalents:		
Cash*	5,559,365	5,422,685
Cash Equivalents	12,905,513	11,086,926
Total unrestricted cash and cash equivalents:	18,464,878	16,509,611
Grand Total cash and cash equivalents	$24,665,706	$21,582,406

* Unrestricted cash for Governmental Activities represents book balances that include items in transit.

At June 30, 2025, of the City s unrestricted Governmental Activities bank balances, General Funds were $4.75 billion, Nonmajor Governmental Funds were $92.91 million, and Capital Funds were $550.27 million. Of the General Funds bank balances, the City s Treasury and Community bank balances were $312 million and Real Estate Tax collections were $3.98 billion. At June 30, 2025, the City s bank balances were FDIC insured or fully collateralized. At June 30, 2025 and 2024, the City s restricted Governmental Activities cash balances were $17.67 million and $22.39 million, respectively.

The following is a summary of the cash and cash equivalents of the City s business-type activities as of June 30, 2025 and June 30, 2024:

	Business-Type Activities	
	2025	2024
	(in thousands)	
Restricted cash and cash equivalents:		
Cash	$ 12,113	$ 7,743
Cash Equivalents		
Total restricted cash and cash equivalents:	12,113	7,743
Unrestricted cash and cash equivalents:		
Cash	46,594	55,151
Cash Equivalents	2,506	3,013
Total unrestricted cash and cash equivalents:	49,100	58,164
Grand Total cash and cash equivalents	$ 61,213	$ 65,907

At June 30, 2025 and 2024, the City s unrestricted business-type activities bank balances were $46.6 and $55.15 million, respectively. At June 30, 2025 and 2024, the City s restricted business-type activities cash balances were $12.11 and $7.74 million, respectively.

Investments

The City s investment of its primary government cash is currently limited to U.S. Government guaranteed securities and U.S. Government agency securities purchased directly and through repurchase agreements from primary dealers, as well as commercial paper rated A1 and P1 by Standard & Poor s Corporation and Moody s Investors Service, Inc., respectively. The repurchase agreements must be collateralized by U.S. Government guaranteed securities, U.S. Government agency securities, or eligible commercial paper in a range of 100% to 102% of the matured value of the repurchase agreements.

The following is a summary of the fair value of investments of the City s primary government as of June 30, 2025 and 2024:

Governmental Activities:

	Investment Maturities (in years)					
	2025			2024		
Investment Type	**Less than 1**	**1 to 5**	**More than 5**	**Less than 1**	**1 to 5**	**More than 5**
	(in thousands)					
Unrestricted						
U.S. Government securities	$ 711,602	$	$	$ 360,272	$ 28,300	$
U.S. Government agency obligations	2,346,518			2,445,869		
Time deposits	45,777			56,593		
Investment derivative instruments			(339)[1]			(450)[2]
Total unrestricted	$3,103,897	$	$ (339)	$2,862,734	$ 28,300	$ (450)
Restricted						
U.S. Government securities	$ 223,999	$372,290	$	$ 78,216	$312,882	$
U.S. Government agency obligations		768		662,760	809	
Commercial paper	587,009					
Time deposits	7,130			10		
Total restricted	$ 818,138	$373,058	$	$ 740,986	$313,691	$

(1) The City has one pay-fixed interest rate swap that is treated as investment derivative instrument. On June 30, 2025, the swap had a fair value of $(339) in thousands.

(2) The City has one pay-fixed interest rate swap that is treated as an investment derivative instrument. On June 30, 2024, the swap had a fair value of $(450) in thousands.

Business-Type Activities:

	Investment Maturities (in years)					
	2025			2024		
Investment Type	**Less than 1**	**1 to 5**	**More than 5**	**Less than 1**	**1 to 5**	**More than 5**
	(in thousands)					
Unrestricted						
U.S. Government securities	$ 6,767	$184,977	$ 27,246	$ 22,103	$137,577	$ 21,367
Commercial paper	4,180	60,389	6,991	3,362	64,121	
Bonds					184	
Time deposits	276			255		
Mortgage backed & asset backed securities			56,452			79,551
Total unrestricted	$ 11,223	$245,366	$ 90,689	$ 25,720	$201,882	$100,918
Restricted						
Money market fund	$ 56,697	$	$	$ 40,103	$	$
Total restricted	$ 56,697	$	$	$ 40,103	$	$

Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs (the City does not value any of its investments using level 3 input).

The following is a summary of the fair value hierarchy of the fair value of investments of the City s primary government as of June 30, 2025 and June 30, 2024:

	2025			2024		
		Fair Value Measurements Using			Fair Value Measurements Using	
Investments[1] by Fair Value Level	**Total**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Total**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**
			(in thousands)			
U.S. Government securities	$ 2,916,702	$1,524,720	$ 1,391,982	$ 2,832,950	$2,008,371	$ 824,579
U.S. Government agency obligations	3,428,897		3,428,897	3,851,107	19	3,851,088
Commercial paper	658,569	4,180	654,389	67,483	3,362	64,121
Money market funds (includes time deposits)	355,405	59,254	296,151	359,831	60,313	299,518
Bonds	4,448	4,448		3,560	3,560	
Mortgage backed & asset back securities	56,452		56,452	79,551		79,551
Investment derivative instruments	(339)		(339)	(450)		(450)
Total Investment & Cash Equivalent by Fair Value Level	$ 7,420,134[2]	$1,592,602	$ 5,827,532	$ 7,194,032[2]	$2,075,625	$ 5,118,407

(1) Includes cash equivalents carried at fair value by blended components.

(2) As of June 30, 2025 and June 30, 2024, all ECF investment maturities were recorded at carrying value. For the year ended June 30, 2025 and June 30, 2024, ECF s listed investments totaled $128.65 and $136.29 million, respectively.

Investments classified in Level 1 of the fair value hierarchy, valued at $1.59 billion and $2.08 million in Fiscal Years 2025 and 2024 respectively, are valued using quoted prices in active markets.

The following investments are classified in Level 2 of the fair value hierarchy and valued using matrix pricing techniques maintained by various pricing vendors for Fiscal Years 2025 and 2024 respectively: U.S. Government securities totaling $1.39 billion and $824.58 million; U.S. Government agency obligations totaling $3.43 and $3.85 billion; commercial paper totaling $654.39 and $64.12 million; money market funds totaling $296.15 and $299.52 million; and mortgage backed and asset backed securities totaling $56.45 and $79.55 million. There were no bonds in Fiscal Years 2025 and 2024 classified in Level 2. Matrix pricing is used to value securities based on the securities relationship to benchmark quoted prices. Fair value is defined as the quoted fair value on the last trading day of the period. These prices are obtained from various pricing sources by our custodian bank.

Investment derivative instruments, totaling $(339) thousand and $(450) thousand in Fiscal Years 2025 and 2024, respectively, are classified in Level 2 of the fair value hierarchy. Fair value is described as the exit price that assumes a transaction takes place in the City s most advantageous market in the absence of a principal market. These inputs include the mid-market valuation and then incorporates the credit risk of either the City or its counterparty and the bid/offer spread that would be charged to the City in order to transact. The mid-fair values of the interest rate swaps were estimated using the income approach. This method calculates the future net settlement payments required by the swap, assuming that the current forward rates implied by the yield curve correctly anticipate future spot interest rates. These payments are then discounted using the spot rates implied by the current yield curve for hypothetical zero-coupon bonds due on the date of each future net settlement date.

Interest rate risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City s investment policy limits the weighted average maturity to a period of less than 2 years. The City s current weighted average maturity is less than 62 days.

Credit risk. Investment guidelines and policies are designed to protect principal by limiting credit risk. This is accomplished through ratings, collateral, and diversi cation requirements that vary according to the type of investment. As of June 30, 2025, investments in Fannie Mae or Freddie Mac and Federal Home Loan Bank (FHLB) were rated AA+ and A-1+ by Standard & Poor s and Aa1 and P-1 by Moody s for long-term and short-term instruments, respectively. On June 30, 2024, those investments were rated AA+ and A-1+ by Standard & Poor s and Aaa and P-1 by Moody s for long-term and short-term instruments, respectively.

Concentration of credit risk. The City s investment policy limits investments to no more than $250 million invested at any time in either commercial paper of a single issuer or investment agreements with a single provider.

Custodial credit risk-investments. For investments, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will also not be able to recover the value of its investments or collateral securities that are in the possession of the custodian. Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the City, and are held by either the counterparty or the counterparty s trust department or agent.

The City s investment policy related to custodial credit risk calls for limiting its investments to highly rated institutions and/or requiring high quality collateral be held by the counterparty or custodian in the name of the City.

Investment Derivative Instruments

Note: More information on derivative instruments discussed herein can be found in Note A.12.

Credit risk: The City is exposed to credit risk on investment derivative instruments. To minimize its exposure to loss related to credit risk, it is the City s policy to require counterparty collateral posting provisions in its investment derivative instruments. These terms require collateralization of the fair value of investment derivative instruments (net of the effect of applicable threshold requirements and netting arrangements) should the counterparty s credit rating fall below the following:

The counterparty with respect to the derivative instrument is required to post collateral if it has at least one rating below Aa3 or AA-. The City has never been required to access collateral.

As discussed in Note A.12, it is the City s policy to enter into netting arrangements whenever it has entered into more than one derivative instrument transaction with a counterparty.

The aggregate fair value of the investment derivative instrument requiring collateralization at June 30, 2025 was $(339) thousand. A negative aggregate fair value means the City would have owed payments to the counterparties. The City had no counterparty credit exposure to any of the investment derivative instrument counterparties as of that date.

Interest rate risk: The City is exposed to interest rate risk on its swaps. For the derivative instrument, a pay-fixed, receive-variable interest rate swap, as Secured Overnight Financing Rate (SOFR) or Securities Industry and Financial Markets Association (SIFMA) decreases, the City s net payment on the swap increases.

Basis risk: The City is exposed to basis risk on the derivative instrument because the variable-rate payment received by the City is based on a rate or index other than the interest rate the City pays on its variable-rate debt. Under the terms of the derivative instrument, the City pays a variable rate on the outstanding underlying bonds based on SIFMA, but receives a variable rate on the swap based on a percentage of SOFR.

Tax risk: The City is at risk that a change in Federal tax rates will alter the fundamental relationship between the SIFMA and SOFR indices. A reduction in Federal tax rates, for example, may increase the City s payment on its underlying variable rate bonds for the derivative instrument.

Termination risk: The City or its counterparties may terminate a derivative instrument if the other party fails to perform under the terms of the contract. The City is at risk that a counterparty will terminate a swap at a time when the City owes it a termination payment. The City has mitigated this risk by specifying that the counterparty has the right to terminate only as a result of certain events, including: a payment default by the City; other City defaults which remain uncured for 30 days after notice; City bankruptcy; insolvency of the City (or similar events); or a downgrade of the City s credit rating below investment grade (i.e., BBB-/Baa3). If at the time of termination, an investment derivative instrument is in a liability position, the City would be liable to the counterparty for a payment equal to the liability, subject to netting arrangements.

Counterparty risk: The City is at a risk that a counterparty (or its guarantor) will not meet its obligations under the swap. If a counterparty were to default under its agreement when the counterparty would owe a payment to the City, the City may have to pay another entity to assume the position of the defaulting counterparty. The City has sought to limit its counterparty risk by contracting only with highly-rated entities or requiring guarantees of the counterparty s obligations under the swap documents.

The discretely presented component units included in the City s reporting entity maintain their own investment policies that generally conform to those of the City.

The criteria for the Pension and Other Employee Benefit Trust Funds and Other Trust Funds investments are as follows:

1. Fixed income investments may be made in U.S. Government guaranteed securities or securities of U.S. Government agencies, securities rated BBB or better by nationally recognized rating services, securities below BBB up to 10% of the total asset allocation and any bond that meets the qualifications of the New York State Retirement and Social Security Law, the New York State Banking Law, and the New York City Administrative Code.
2. Equity investments may be made only in those stocks that meet the qualifications of the New York State Retirement and Social Security Law, the New York State Banking Law, and the New York City Administrative Code.
3. Short-term investments may be made in the following:
   a. U.S. Government guaranteed securities or U.S. Government agency securities.
   b. Commercial paper rated A1, P1, or F1 by Standard & Poor s Corporation or Moody s Investors Service, Inc., or Fitch, respectively.
   c. Repurchase agreements collateralized in a range of 100% to 102% of matured value, purchased from primary dealers of U.S. Government securities.
   d. Investments in bankers acceptances, certificates of deposit, and time deposits are limited to banks with worldwide assets in excess of $50 billion that are rated within the highest categories of the leading bank rating services, and selected regional banks also rated within the highest categories.
   e. Other top-rate securities maturing in less than 4 years.
4. Investments up to 35% of total pension fund assets in instruments not specifically covered by the New York State Retirement and Social Security Law.
5. No investment in any one corporation can be: (i) more than 2% of the pension plan net position; or (ii) more than 5% of the total outstanding issues of the corporation.

All investments are held by the City s custodial banks (in bearer or book-entry form) solely as an agent of the Comptroller of The City of New York on behalf of the various account owners. Payments for purchases are not released until evidence of ownership of the underlying investments are received by the City s custodial bank.

Securities Lending

State statutes and Board policies permit the Pension and Certain Other Employee Bene t Trust Funds to lend its securities to broker dealers and other entities for collateral, for the same securities in the future with a simultaneous agreement to return the collateral in the form of cash, treasury and U.S. Government securities. The Funds agent lends the following types of securities: short term securities, common stocks, long-term corporate bonds, U.S. Government and U.S. Government agency bonds, asset-backed securities and international equities and bonds held in collective investment funds. In return, the Funds receive collateral in the form of cash, U.S. Treasury and U.S. Government agency securities at 100% to 105% of the principal plus accrued interest for reinvestment. At June 30, 2025 and 2024, management believes that the Funds had no credit risk exposure to borrowers because the amounts the Funds owed the borrowers equaled or exceeded the amounts the borrowers owed the Funds. The contracts with the Funds custodians require the securities lending agent to indemnify the Funds. In the situation when a borrower goes into default, the Agent will liquidate the collateral to purchase replacement securities. Any shortfall before the replacement securities cost and the collateral value is covered by the Agent. All securities loans can be terminated on demand within a period speci ed in each agreement by either the Funds or the borrowers. Cash collateral is invested by the securities lending agent using approved lender s investment guidelines. The weighted average maturity is 76 days. The securities lending program in which the Funds participate only allows pledging or selling securities in the case of borrower default.

The City reports securities loaned as assets on the *Statement of Fiduciary Net Position*. Cash received as collateral on securities lending transactions, and investments made with that cash, are also recorded as assets. Liabilities resulting from these transactions are reported on the *Statement of Fiduciary Net Position*. Accordingly, the City records the investments purchased with the cash collateral as Investments; Collateral From Securities Lending Transactions with a corresponding liability are recorded as Securities Lending Transactions.

2. Capital Assets

The following is a summary of governmental activities capital assets for the Fiscal Years ended June 30, 2024 and 2025:

Primary Governmental	Balance June 30, 2023	Additions	Deletions	Balance June 30, 2024	Additions	Deletions	Balance June 30, 2025
				(in thousands)			
Governmental activities:							
Capital assets, not being depreciated/amortized:							
Land	$ 2,623,810	$ 77,087	$ 7,750	$ 2,693,147	$ 33,174	$ 1,622	$ 2,724,699
Construction work-in-progress	10,296,316	5,454,382	4,999,302	10,751,396	5,793,974	4,289,332	12,256,038
Total capital assets, not being depreciated/amortized	12,920,126	5,531,469	5,007,052	13,444,543	5,827,148	4,290,954	14,980,737
Capital assets, being depreciated/amortized:							
Building	72,898,572	4,999,302	226,961	77,670,913	4,289,332	52,264	81,907,981
Equipment (including software)	16,391,177	1,163,306	2,080,618	15,473,865	1,209,608	51,732	16,631,741
Infrastructure	33,556,584	2,469,064	2,612,846	33,412,802	2,374,694	998,946	34,788,550
Lease asset	14,570,379	782,066	190,539	15,161,906	244,778	7,894	15,398,790
Subscription asset	13,256	1,037		14,293	3,387		17,680
Total capital assets, being depreciated/amortized	137,429,968	9,414,775	5,110,964	141,733,779	8,121,799	1,110,836	148,744,742
Less accumulated depreciation/amortization:							
Building	39,297,780	2,472,332	57,852	41,712,260	2,553,732	45,646	44,220,346
Equipment (including software)	10,797,322	918,161	75,028	11,640,455	1,050,983	47,282	12,644,156
Infrastructure	13,018,607	1,453,218	1,087,420	13,384,405	1,514,314	998,946	13,899,773
Lease asset	2,006,389	1,042,182	12,397	3,036,174	1,019,459	6,056	4,049,577
Subscription asset	2,507	3,802		6,309	3,900		10,209
Total accumulated depreciation/amortization	65,122,605	5,889,695[(1)]	1,232,697	69,779,603	6,142,388[(1)]	1,097,930	74,824,061
Total capital assets, being depreciated/amortized, net	72,307,363	3,525,080	3,878,267	71,954,176	1,979,411	12,906	73,920,681
Governmental activities capital assets, net	$85,227,489	$9,056,549	$8,885,319	$85,398,719	$7,806,559	$4,303,860	$88,901,418

(1) Depreciation expense was charged to functions/programs of The City for the Fiscal Years ended June 30, 2024 and 2025.

The following is a summary of the governmental activities depreciation expense by function/program for the Fiscal Years ended June 30, 2025 and 2024:

	2025	2024
	(in thousands)	
Governmental activities:		
General government	$ 898,955	$ 868,328
Public safety and judicial	389,558	379,216
Education	2,604,181	2,464,291
City University	23,898	26,152
Social services	286,549	303,272
Environmental protection	236,293	208,960
Transportation services	1,068,726	1,034,230
Parks, recreation and cultural activities	539,595	516,085
Housing	4,488	4,856
Health	54,333	54,551
Libraries	35,812	29,754
Total depreciation expense-governmental activities	$6,142,388	$5,889,695

The following is a summary of the amount of lease assets by major classes of underlying assets for the Fiscal Years ended June 30, 2025 and 2024:

	2025	2024
Governmental activities:	(in thousands)	
Lease asset:		
Lease land	$ 41,042	$ 41,042
Less accumulated amortization	20,581	15,517
Lease land, net	20,461	25,525
Lease building	14,848,871	14,610,489
Less accumulated amortization	3,791,211	2,831,684
Lease building, net	11,057,660	11,778,805
Lease equipment	232,317	232,317
Less accumulated amortization	175,384	143,624
Lease equipment, net	56,933	88,693
Lease infrastructure	276,560	278,058
Less accumulated amortization	62,401	45,349
Lease infrastructure, net	214,159	232,709
Total lease assets	$11,349,213	$12,125,732

The following is a summary of business-type activities capital assets for the Fiscal Years ended June 30, 2024 and 2025:

Primary Government	Balance June 30, 2023	Additions	Deletions	Balance June 30, 2024	Additions	Deletions	Balance June 30, 2025
				(in thousands)			
Business-Type Activities:							
Capital assets, not being depreciated/amortized:							
Construction work-in-progress	$ 79,688	$ 39,579	$ 18,941[1]	$ 100,326	$ 31,302	$ 21,630	$ 109,998
Total capital assets, not being depreciated/amortized	79,688	39,579	18,941	100,326	31,302	21,630	109,998
Capital assets, being depreciated/amortized:							
Building	41,808	853		42,661	255		42,916
Equipment (including software)	23,817	2,508		26,325	330	35	26,620
Infrastructure	776,000	15,330		791,330	27,990		819,320
Lease asset	311			311			311
Total capital assets, being depreciated/amortized	841,936	18,691[1]		860,627	28,575	35	889,167
Less accumulated depreciation/amortization:							
Building	11,652	1,555		13,207	1,654		14,861
Equipment (including software)	15,062	2,078		17,140	2,107	14	19,233
Infrastructure	272,327	44,010		316,337	44,306		360,643
Lease asset		100		100	103		203
Total accumulated depreciation/amortization	299,041	47,743		346,784	48,170	14	394,940
Total capital assets, being depreciated/amortized, net	542,895	(29,052)		513,843	(19,595)	21	494,227
Business-type activities capital assets, net	$ 622,583	$ 10,527	$ 18,941	$ 614,169	$ 11,707	$ 21,651	$ 604,225

[1] For Fiscal Year 2024, deletions in the construction work-in-progress are higher than additions to the total capital assets due to the following reclassification from the Brooklyn Bridge Park Corporation s construction work-in-progress: $310,191 (reclassifications within construction in progress).

3. Leases

A lease is defined as a contractual agreement that conveys control of the right to use another entity s nonfinancial asset, for a minimum contractual period of greater than one year, in an exchange or exchange-like transaction. The City leases and subleases a significant amount of nonfinancial assets such as land, buildings, equipment and infrastructure. The related obligations are presented in the amounts equal to the present value of lease payments, payable during the remaining lease term. As the lessee, a lease liability and the associated lease asset is recognized on the government-wide *Statement of Net Position*.

The City has a variety of variable payment clauses, within its lease arrangements, which include payments dependent on indexes and rates (such as the Consumer Price Index and a market interest rates), including variable payments based on future performance and usage of the underlying asset. Components of variable payments that are fixed in substance, are included in the measurement of the lease liability presented in the table below. The City did not incur expenses related to its leasing activities related to residual value guarantees, lease termination penalties or losses due to impairment. As a lessee, there are currently no agreements that include sale-leaseback and lease-leaseback transactions.

Furthermore, the City had no commitments for leases that did not commence as of the end of the Fiscal Year 2025. The City also enters into lease arrangements with third parties in which the City is a sublessee.

As of June 30, 2025, the City (excluding discretely presented component units) had minimum principal and interest payment requirements for its leasing activities, including its subleasing activities, with a remaining term in excess of one year, as follows:

Government Activities:	Total Principal	Total Interest (in thousands)	Total Payment	Liability Ending Balance
Fiscal year ending June 30:				
2025	$ 842,633	$ 361,142	$ 1,203,775	$ 12,134,403
2026	$ 825,765	$ 338,632	$ 1,164,397	$ 11,308,637
2027	763,897	316,485	1,080,382	10,544,741
2028	733,836	295,330	1,029,166	9,810,905
2029	680,545	274,951	955,496	9,130,360
2030	635,881	256,244	892,125	8,494,479
2031-2035	2,841,203	1,034,247	3,875,450	5,653,276
2036-2040	2,376,705	656,248	3,032,953	3,276,571
2041-2045	1,696,949	356,011	2,052,960	1,579,622
2046-2050	1,082,951	148,728	1,231,679	496,671
2051-2055	339,766	43,866	383,632	156,905
2056-2060	91,023	16,818	107,841	65,882
2061-2065	59,587	4,751	64,338	6,295
2066-2070	2,916	543	3,459	3,379
2071-2075	289	486	775	3,090
2076-2080	336	439	775	2,754
2081-2085	390	385	775	2,364
2086-2090	453	322	775	1,911
2091-2095	526	249	775	1,385
2096-2100	611	164	775	774
2101-2105	710	65	775	64
2106-2110	64	1	65	
Lease Liability:	$12,134,403			

Additionally as the lessor, the City leases and subleases City-owned properties such as buildings and infrastructure. The related receivables are presented in the *Statement of Net Position* for the amounts equal to the present value of lease payments expected to be received during the lease term. The total amount of lease revenue, interest revenue, and other lease-related revenues recognized in the current reporting period from leases is $278 million.

The City s variable payments clause within its lease arrangements as the lessor, is similar to the arrangements made as lessee. The City did not incur revenue related to residual value guarantees or lease termination penalties. It also does not currently have agreements that include sale-leaseback and lease-leaseback transactions.

Similar to its lessee agreements, the City also enters into lease arrangements with third parties in which the City is a sublessor.

As of June 30, 2025, the City (excluding discretely presented component units) had minimum principal and interest lease receivable payments for its leasing activities, including its subleasing activities, with a remaining term in excess of one year as follows:

	Total Principal	Total Interest (in thousands)	Total Payment	Receivable Ending Balance
Government Activities:				
Fiscal year ending June 30:				
2025	$ 70,253	$ 119,267	$ 189,520	$ 3,940,363
2026	$ 69,301	$ 117,193	$ 186,494	$ 3,871,062
2027	71,523	115,087	186,610	3,799,539
2028	73,531	112,916	186,447	3,726,008
2029	73,096	110,713	183,809	3,652,912
2030	74,667	108,506	183,173	3,578,245
2031-2035	407,113	507,224	914,337	3,171,132
2036-2040	468,298	441,834	910,132	2,702,834
2041-2045	503,194	368,843	872,037	2,199,640
2046-2050	572,829	288,693	861,522	1,626,811
2051-2055	638,364	197,965	836,329	988,447
2056-2060	738,747	95,172	833,919	249,700
2061-2065	100,060	24,845	124,905	149,639
2066-2070	25,588	20,612	46,200	124,052
2071-2075	29,974	16,453	46,427	94,078
2076-2080	34,925	11,607	46,532	59,153
2081-2085	40,839	5,938	46,777	18,314
2086-2090	15,931	923	16,854	2,383
2091-2095	1,934	146	2,080	449
2096-2100	67	63	130	382
2101-2105	78	52	130	304
2106-2110	90	40	130	214
2111-2115	105	25	130	109
2116-2120	109	8	117	
Lease Receivable:	$ 3,940,363			

4. Subscription-Based Information Technology Arrangements (SBITA)

A SBITA is defined as a contractual agreement that conveys control of the right to use another party s (a SBITA vendor s) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a minimum contractual period of greater than one year, in an exchange or exchange-like transaction.

The City uses various SBITA assets that it contracts through cloud computing arrangements, such as software as a service and platform as a service. The related obligations are presented in the amounts equal to the present value of subscription payments, payable during the remaining SBITA term. A SBITA asset is presented as part of Equipment, in the Capital Assets section, on the government-wide *Statement of Net Position* and presented as part of Equipment in the Capital Assets note table D.2.

The City has a variety of variable payment clauses, within its SBITA arrangements, including variable payments based on future performance and usage of the underlying asset. Components of variable payments that are fixed in substance, are included in the measurement of the SBITA liability presented in the table below. The City did not incur expenses related to its SBITA activities such as termination penalties, not previously included in the measurement of the SBITA liability, or losses due to impairment.

Furthermore, the City does not have commitments under SBITA that have not commenced as of the end of the Fiscal Year 2025.

As of June 30, 2025, the City (excluding discretely presented component units) had minimum principal and interest payment requirements for its SBITA activities, with a remaining term in excess of one year, as follows:

	Total Principal	Total Interest	Total Payment	Liability Ending Balance
		(in thousands)		
Government Activities:				
Fiscal year ending June 30:				
2025	$ 2,270	$ 67	$ 2,337	$ 4,957
2026	$ 1,907	$ 48	$ 1,955	$ 3,050
2027	1,018	33	1,051	2,032
2028	483	23	506	1,549
2029	500	16	516	1,049
2030	516	10	526	533
2031-2035	533	4	537	
SBITA Liability:	$ 4,957			

5. Long-Term Liabilities

In Fiscal Years 2024 and 2025, the changes in long-term liabilities were as follows:

Primary Government	Balance June 30, 2023	Additions	Deletions	Balance June 30, 2024	Additions	Deletions	Balance June 30, 2025	Due Within One Year
Governmental activities:				(in thousands)				
Bonds and notes payable								
General Obligation Bonds[1]	$ 39,518,128	$ 4,395,105	$ 2,636,801	$ 41,276,432	$ 9,266,740	$ 4,572,235	$ 45,970,937	$2,405,501
from direct borrowing and direct placement	575,000		150,000	425,000	400,000	75,000	750,000	
Total General Obligation Bonds	40,093,128	4,395,105	2,786,801	41,701,432	9,666,740	4,647,235	46,720,937	2,405,501
TFA Bonds	53,156,210	7,647,085	3,460,340	57,342,955	12,804,010	7,408,980	62,737,985	2,003,425
from direct borrowing and direct placement	350,000		75,000	275,000			275,000	
Total TFA Bonds	53,506,210	7,647,085	3,535,340	57,617,955	12,804,010	7,408,980	63,012,985	2,003,425
Total TSASC Bonds	938,105		29,050	909,055		30,385	878,670	25,135
Total IDA Bonds	51,675		4,770	46,905		5,005	41,900	5,260
HYIC Bonds	2,508,535		46,825	2,461,710		49,090	2,412,620	58,555
from direct borrowing and direct placement	10,630	79,500		90,130	18,392		108,522	
Total HYIC Bonds	2,519,165	79,500	46,825	2,551,840	18,392	49,090	2,521,142	58,555
ECF Bonds	171,885		7,145	164,740		23,130	141,610	7,795
from direct borrowing and direct placement	118,410		1,070	117,340		1,130	116,210	2,125
Total ECF Bonds	290,295		8,215	282,080		24,260	257,820	9,920
Total before premiums/discounts(net)	97,398,578	12,121,690	6,411,001	103,109,267	22,489,142	12,164,955	113,433,454	4,507,796
Less premiums/(discounts)(net)	7,131,742	1,044,404	959,484	7,216,662	1,562,536	1,181,781	7,597,417	
Total governmental activities bonds and notes payable	104,530,320	13,166,094	7,370,485	110,325,929	24,051,678	13,346,736	121,030,871	4,507,796
Lease liability[3]	12,962,670	236,734	465,283	12,734,121		599,718	12,134,403	825,765
Conduit debt[2]	576,275		51,825	524,450		50,415	474,035	50,415
Subscription liability[3]	4,870		1,030	3,840	2,951	1,834	4,957	1,907
Other tax refunds	1,580,405	1,087,353	162,405	2,505,353	660,878	141,353	3,024,878	169,878
Judgments and claims	8,235,887	1,653,178	2,390,101	7,498,964	3,630,910	2,254,333	8,875,541	1,613,257
Real estate tax certiorari	1,475,215	259,513	122,849	1,611,879	295,765	109,012	1,798,632	122,854
Compensated absences	6,045,283	1,548,640	1,000,400	6,593,523		2,148,959	4,444,564	198,350
Net pension liability	40,157,827	29,828,825	34,318,790	35,667,862	28,122,002	36,725,512	27,064,352	
Net OPEB liability	95,018,926	8,139,674	4,890,426	98,268,174	8,370,603	10,194,173	96,444,604	
Landfill closure and postclosure care costs	1,137,977	59,224	21,334	1,175,867	40,542	18,600	1,197,809	17,560
Pollution remediation obligation	326,809	176,836	212,545	291,100	177,852	203,484	265,468	197,933
Total changes in governmental activities long-term liabilities	$272,052,464	$56,156,071	$51,007,473	$277,201,062	$65,353,181	$65,794,129	$276,760,114	$7,705,715
Business-type activities:								
Bonds and notes payable								
NYCTL 2021-A TRUST bonds	$ 20,595	$	$ 17,016	$ 3,579	$	$ 3,579	$	$
Total before premiums/discounts(net)	20,595		17,016	3,579		3,579		
Less premiums/(discounts)(net)	(26)		(13)	(13)		(13)		
Total business-type activities bonds and notes payable	20,569		17,003	3,566		3,566		
Lease liability	311	15	112	214		103	111	102
Compensated absences					483		483	483
Other liabilities	368,948	16,910	1,913	383,945	42,583	72	426,456	43,946
Total business-type activities long-term liabilities	$ 389,828	$ 16,925	$ 19,028	$ 387,725	$ 43,066	$ 3,741	$ 427,050	$ 44,531

(1) General Obligation Bonds are generally liquidated with resources of the General Debt Service Fund. Other long-term liabilities are generally liquidated with resources of the General Fund.

(2) Conduit Debt consists of debt issued to fund court and health facilities. The Court Facilities agreement, dated October 13, 1993, finances acquisition, construction, and improvements and terminates on the later of May 15, 2039, or when obligations are met. The Health Facilities agreement, dated November 19, 1998, funds construction and improvements and terminates on the earlier of January 16, 2029, or when obligations are met. These facilities are leased to The City by DASNY with lease payments made by the City to pay debt service on DASNY bonds and certain fees and expenses.

(3) Upon the initial adoption of GASB statement no. 87 the City determined that implementation of this standard resulted in an immaterial increase of 4.2% to the City s overall net position. At that time, the obligations related to lease assets constituted approximately 5.1% of the City s total liabilities. Similarly, the subsequent adoption of GASB statement no. 96 led to an even smaller increase of approximately 1% in net position upon implementation. Since implementation, additions to both lease liability and subscription liability have consistently remained immaterial. Consequently, the City has determined that recognizing both an other financing source and an expenditure equal to the net present value of minimum future payments in the year a lease is initiated, does not enhance transparency for financial statement users and is therefore deemed unnecessary.

The bonds and notes payable, net of treasury obligations, at June 30, 2024 and 2025 summarized by type of issue are as follows:

Primary Government	2024 City General Obligation(1)	2024 Other Bonds and Notes Payable(2)	2024 Revenue(3)	2024 Total	2025 City General Obligation(1)	2025 Other Bonds and Notes Payable(2)	2025 Revenue(3)	2025 Total
				(in thousands)				
Governmental activities:								
Bonds and Notes payable								
General obligation bonds	$41,276,432	$	$	$ 41,276,432	$ 45,970,937	$	$	$ 45,970,937
from Direct borrowing and direct placement	425,000			425,000	750,000			750,000
Total General obligation bonds	41,701,432			41,701,432	46,720,937			46,720,937
TFA Bonds		49,671,155		49,671,155		55,282,165		55,282,165
from Direct borrowing and direct placement		275,000		275,000		275,000		275,000
TFA Bonds BARBS			7,671,800	7,671,800			7,455,820	7,455,820
Total TFA Bonds.		49,946,155	7,671,800	57,617,955		55,557,165	7,455,820	63,012,985
TSASC Bonds			909,055	909,055			878,670	878,670
IDA Bonds.		46,905		46,905		41,900		41,900
HYIC Bonds			2,461,710	2,461,710			2,412,620	2,412,620
from Direct borrowing and direct placement			90,130	90,130			108,522	108,522
Total HYIC Bonds			2,551,840	2,551,840			2,521,142	2,521,142
ECF Bonds			164,740	164,740			141,610	141,610
from Direct borrowing and direct placement.			117,340	117,340			116,210	116,210
Total ECF Bonds			282,080	282,080			257,820	257,820
Total before net of premium / discount	41,701,432	49,993,060	11,414,775	103,109,267	46,720,937	55,599,065	11,113,452	113,433,454
Net Premiums/(discounts)	2,343,131	3,856,091	1,017,440	7,216,662	2,363,682	4,311,182	922,553	7,597,417
Total bond payable	$ 44,044,563	$ 53,849,151	$12,432,215	$110,325,929	$ 49,084,619	$ 59,910,247	$12,036,005	$121,030,871
Business-type activities:								
NYCTL Trusts bonds.			3,579	3,579				
Net Premiums/(discounts)			(13)	(13)				
Total bond payable	$	$	$ 3,566	$ 3,566	$	$	$	$

(1) The City issues its General Obligation for capital projects which include construction, acquisition, repair or life extending maintenance of the City s infrastructure.

(2) Other bonds and notes payable includes TFA (excluding BARBs) and IDA. They are general obligations of the respective issuers.

(3) Revenue bonds include ECF, HYIC, TFA (BARBs), NYCTL Trusts, and TSASC.

The following table summarizes future debt service requirements as of June 30, 2025:

Primary Government	Governmental Activities							
	City General Obligation Bonds[1]				Other Bonds and Notes Payable[2]			
	Bonds		Bond from Direct Borrowings/ Direct Placements		Bonds		Bond from Direct Borrowings/ Direct Placements	
	Principal	Interest[3]	Principal	Interest[3]	Principal	Interest	Principal	Interest
Fiscal year ending June 30:	(in thousands)							
2026	$ 2,405,501	$ 2,090,517	$	$ 37,500	$ 1,823,080	$ 2,446,756	$	$ 8,041
2027	2,323,911	2,039,228		37,500	2,190,355	2,375,202		8,041
2028	2,318,055	1,935,477	4,150	37,500	2,228,965	2,274,028		8,041
2029	2,300,625	1,831,738	8,600	37,293	2,264,900	2,180,839		8,041
2030	2,017,830	1,736,915		36,862	2,196,625	2,085,924		8,041
2031-2035	9,905,007	7,315,839		184,313	11,460,060	8,935,890		40,205
2036-2040	8,326,648	5,137,937	108,180	172,852	12,806,860	6,101,480	13,575	39,907
2041-2045	7,383,028	3,236,666	75,305	153,609	10,637,175	3,393,463	261,425	20,759
2046-2050	5,583,024	1,642,250	153,765	113,102	6,411,370	1,518,043		
2051-2055	3,375,569	419,294	400,000	84,272	3,304,675	305,541		
2056-2060	31,704	686						
Thereafter until 2147	35	117						
Total future debt service requirements	45,970,937	27,386,664	750,000	894,803	55,324,065	31,617,166	275,000	141,076
Less interest		(27,386,664)		(894,803)		(31,617,166)		(141,076)
Total principal outstanding	$45,970,937	$	$750,000	$	$55,324,065	$	$275,000	$

(1) The City issues its General Obligation for capital projects which include construction, acquisition, repair or life extending maintenance of the City s infrastructure.

(2) Other bonds and notes payable includes TFA (excluding BARBs) and IDA. They are general obligations of the respective issuers.

(3) Includes interest for general obligation bonds estimated at a 5% rate on tax-exempt adjustable rate bonds.

(4) Revenue bonds include ECF, HYIC, TFA (BARBs), and TSASC.

Primary Government	Governmental Activities (Continued) — Revenue Bonds[4] — Bonds — Principal	Bonds — Interest	Bond from Direct Borrowings/ Direct Placements — Principal	Bond from Direct Borrowings/ Direct Placements — Interest
Fiscal year ending June 30:	(in thousands)			
2026	$ 322,245	$ 509,335	$ 2,125	$ 9,870
2027	500,210	490,842	110,752	9,763
2028	461,405	468,921	2,345	5,592
2029	483,960	447,775	2,460	5,476
2030	506,470	425,022	2,585	5,353
2031-2035	2,916,570	1,700,167	14,995	24,690
2036-2040	2,844,970	954,799	19,130	20,548
2041-2045	1,943,170	436,096	24,415	15,262
2046-2050	904,720	79,087	31,165	8,517
2051-2055	5,000	75	14,760	1,116
2056-2060				
Thereafter until 2147				
Total future debt service requirements	10,888,720	5,512,119	224,732	106,187
Less interest		(5,512,119)		(106,187)
Total principal outstanding	$10,888,720	$	$224,732	$

The average (weighted) interest rates for outstanding City General Obligation Bonds as of June 30, 2025 and 2024, were 4.77% and 4.66%, respectively, and both ranged from 0.80% to 7.75%. The last maturity of the outstanding City debt is in the year 2147.

Since the City has variable rate debt outstanding, the terms by which interest rates change for variable rate debt are as follows: for Auction Rate Securities, an interest rate is established periodically by an auction agent at the lowest clearing rate based upon bids received from broker-dealers. Variable Rate Demand Bonds (VRDBs) are long-term bonds that have a daily or weekly put feature backed by a bank Letter of Credit or Standby Bond Purchase Agreement. VRDBs are repriced daily or weekly and provide investors with the option to tender the bonds at each repricing. A broker, called a Remarketing Agent, is responsible for setting interest rates and reselling to new investors any securities that have been tendered. SIFMA Index Bonds pay the holder a floating index rate based on the Securities Industry and Financial Markets Association Municipal Swap Index plus spread. SOFR Index Bonds pay the holder a floating index rate based on the Secured Overnight Financing Rate plus spread. Adjustable Rate Remarketed Securities (ARRS) are long-term bonds that are remarketed daily by a Remarketing Agent, who is responsible for setting interest rates and reselling to new investors any securities that have been tendered.

In Fiscal Years 2025 and 2024, the City issued $2.02 billion and $180.11 million, respectively, of General Obligation Bonds to refund General Obligation Bonds of $2.2 billion and $220 million, respectively, aggregate principal amounts. The net proceeds from the sales of the refunding bonds in Fiscal Year 2025 and 2024, along with $11.30 million of other funds in Fiscal Year 2025, were irrevocably placed in escrow accounts and invested in United States Governmental securities. As a result of providing for the payment of the principal and interest to maturity, and any redemption premium, the advance refunded bonds are considered to be defeased and, accordingly, the liability is not reported in the government-wide financial statements. In Fiscal Year 2025, the refunding transactions will decrease the City s aggregate debt service payments by $150.18 million and provide an economic gain of $129.42 million. In Fiscal Year 2024, the refunding transactions decreased the City s aggregate debt service payments by $6.93 million and provided an economic gain of $6.74 million. At June 30, 2025 and 2024, $17.06 and $14.89 billion, respectively, of the City s outstanding General Obligation Bonds were considered defeased.

The State Constitution requires the City to pledge its full faith and credit for the payment of the principal and interest on City term and serial bonds. The debt-incurring power of the City is limited by the Constitution to 10% of the average of five years full valuations of taxable real estate. Excluded from this debt limitation is certain indebtedness incurred for water supply, certain obligations for transit, sewage, and other specific obligations which exclusions are based on a relationship of debt service to net revenue. In July 2009, the State Assembly passed legislation stipulating that certain TFA debt would be included in the calculation of debt-incurring margin within the debt limit of the City.

As of June 30, 2025 and 2024, the 10% general limitation was approximately $136.75 and $131.64 billion, respectively. Also, as of June 30, 2025, the City s remaining GO debt-incurring power totaled $29.10 billion. As of July 1, 2025, the debt incurring power was $44.35 billion based on the change in the five-year full valuation average for fiscal year 2025, an amendment to the TFA Act increasing the total amount of TFA Future Tax Secured Bonds authorized to be outstanding and not subject to the City s debt limit, and appropriation for payment of Fiscal Year 2026 GO debt.

Pursuant to State law, the City s General Debt Service Fund is administered and maintained by the State Comptroller. Payments of real estate taxes and other revenues are deposited in advance of debt service payment dates into the Fund. Debt service on all City notes and bonds are paid from this Fund. In Fiscal Year 2025, $131.1 million represents prepaid transfers that are required by law and $1.31 Billion of the transfer was a discretionary transfer. In Fiscal Year 2024, prepayment transfers of $1.95 billion were made from the General Fund to the General Debt Service Fund for Fiscal Year 2025 debt service.

As of June 30, 2025, the City had 31 series of Variable Rate Demand Bonds (VRDBs) outstanding that have a put feature and are backed by either a Standby Bond Purchase Agreement (SBPA) or a Letter of Credit (LOC) with a total par value of approximately $3.35 billion.

The SBPAs contain various events of default that are summarized below. Events of default, which result in the immediate termination of the SBPA, cause tendered and unremarketed bonds to pay interest to bondholders at a maximum rate specified in the underlying documents, which is typically 9% for tax-exempt bonds and 14% for taxable bonds. Other events of default under a SBPA may cause a mandatory tender to the bank providing the SBPA and result in the interest rate on the bonds held by the bank increasing to the default rate, which is typically equivalent to the lesser of 25% and the Base Rate plus a spread ranging generally from 2% to 4.5%, until the City takes action to cure the default. The Base Rate is typically a rate per annum equal to the highest of (i) a fixed rate generally in the vicinity of 8%; (ii) the federal funds rate plus a spread ranging generally from 0.5% to 4%; (iii) the prime rate plus a spread ranging generally from 0% to 3%; and (iv) other indices with specified spreads which may vary.

Events of Default under an LOC may result in a termination of the LOC within a stated period of generally eight days and a mandatory tender of the bonds to the LOC bank. The bank then holds the bonds at the default rate, which is typically equivalent to the lesser of 25% and the Base Rate plus a range from 2% to 4.5%, until the City takes action to cure the default.

Events of default under the SBPAs or LOC Reimbursement Agreements supporting the 31 series of VRDBs are documented in their respective agreements. The summaries which follow are qualified in their entirety by references to the actual SBPAs and LOC Reimbursement Agreements, which can be found by following prompts on the New York City home page on the Municipal Securities Rulemaking Board s Electronic Municipal Market Access (EMMA) website (http://emma.msrb.org). Events of default can include, but are not necessarily limited to: payment defaults by the City; City failure to observe certain covenants; City representations in bond documents prove to be incorrect; bankruptcy or insolvency of the City; provisions in the City s bond documents cease to be valid and binding or the City repudiates obligations; the City declares a moratorium on payment of any of its debts; the City s long-term unenhanced bond ratings are withdrawn, suspended for credit-related reasons, or reduced below certain thresholds; or the City fails to satisfy non-appealable monetary judgements above a certain amount.

Certain of the events of default under a SBPA result in the immediate termination of the SBPA under certain circumstances and tendered and unremarketed bonds will bear interest at the maximum rate, as described above.

Certain of the events of default under a SBPA may result in a mandatory tender event under certain circumstances and the bonds will bear interest at the default rate in the relevant SBPA.

If an Event of Default under a LOC Reimbursement Agreement shall have occurred and be continuing, bonds can potentially bear interest at the default rate and the LOC Bank will be entitled to take further action as contemplated under the bond documents or as permitted under applicable law or in equity. Further, in certain situations, the City has agreed to use its best efforts to exchange bonds held by the bank for refunding bonds with an increased interest rate (typically the base rate plus a certain spread) and an accelerated maturity schedule, typically five years after the exchange.

As of June 30, 2025, the City had six series of Index Rate Bonds outstanding with a total par value of $750 million, all of which are Direct Purchases.

As of June 30, 2025, the City had three series of Adjustable Rate Remarketing Securities (ARRS) outstanding with a total par value of $359.35 million. The ARRS are comparable to VRDBs, but do not require a liquidity facility backstop and do not have a put feature and have a non-remarketed rate of 12% if they cannot be successfully remarketed.

As of June 30, 2025, the City had four series of Auction Rate Bonds outstanding with a par value of $144.3 million. Auction rate bonds are variable rate bonds whose interest rate is reset periodically through a Dutch auction process.

Hedging derivative instrument payments and hedged debt

As of June 30, 2025 the City does not have swaps that are classified as hedging derivative instruments.

Judgments and Claims

The City is a defendant in lawsuits pertaining to material matters, including claims asserted which are incidental to performing routine governmental and other functions. This litigation includes, but is not limited to: actions commenced and claims asserted against the City arising out of alleged constitutional violations; torts; breaches of contract; other violations of law; and condemnation proceedings.

As of June 30, 2025 and 2024, claims in excess of $2.74 and $2.29 trillion, respectively, were outstanding against the City for which the City estimates its potential future liability to be $8.88 and $7.50 billion, respectively.

As described in Note A.10, the estimate of the liability for all judgments and claims has been reported in the government-wide Statement of Net Position under noncurrent liabilities. The liability was estimated by using the probable exposure information provided by the New York City Law Department (Law Department), and supplemented by information provided by the Law Department with respect to certain large individual claims and proceedings. The recorded liability is the City s best estimate based on available information and application of the foregoing procedures.

The City is currently named as a defendant in approximately eight legal actions and received approximately 2,405 workers compensation claims to date relating to the COVID-19 outbreak in the City. The legal actions include claims that wrongful actions or omissions of the City and/or certain City restrictions related to COVID-19 have resulted in severe medical, psychological and economic damages and/or death. The workers compensation claims are governed by a no-fault system in which the City, as the claimant s employer, provides wage replacement benefits and medical care for work-related illnesses if the City accepts the employee s claim or the claimant obtains a judgment from the New York State Workers Compensation Board. The City may receive additional legal and workers compensation claims related to COVID-19 in the future. The City cannot predict its potential monetary liability from such claims at this time or whether such liability will have a material effect on the finances of the City.

In 1996, a class action was brought against the New York City Board of Education (the BOE) and the State in federal district court of the Southern District of New York under Title VII of the Civil Rights Act of 1964 alleging that the use by the Board of Education of a teacher certification examination mandated by the State from 1996 to 2004, the Liberal Arts and Science Test (LAST), and a second version of the teacher certification examination mandated by the State from 2004 to 2014, the Liberal Arts and Science Test 2 (LAST-2), had a disparate impact on minority candidates. In 2006, the United States Court of Appeals for the Second Circuit dismissed the claims against the State. The District Court ruled in 2012 and 2015, respectively, that each of LAST and LAST-2 violated Title VII because it did not measure the skills necessary to do the job. Currently, approximately 5,300 LAST and LAST-2 class members have submitted claim forms and may be eligible for damages. Approximately 4,759 judgments have been entered in favor of the claimants totaling approximately $1.36 billion. The Second Circuit denied 347 of the City s appeals and the parties stipulated that the remainder of judgments appealed after September 3, 2019 would remain in effect as if they had also been affirmed. With the assistance of the court appointed Special Master, the parties reached an agreement to limit the number of the judgments that would need to be paid in any given fiscal year. The maximum dollar value of judgments to be paid by the BOE would be limited as follows: In fiscal year 2024 a maximum of $360 million; in fiscal year 2025 a maximum of $360 million; in fiscal year 2026 a maximum of approximately $183 million; in fiscal year 2027 a maximum of approximately $83 million; and in fiscal year 2028 a maximum of approximately $33 million. The agreement is a cap on payments of judgments entered against the BOE and is not an agreement to compromise claims. BOE will continue to contest individual claims presented to the Special Master. The Special Master will regulate the number of judgments entered against BOE to ensure that the aforementioned caps are not exceeded in any fiscal year.

The City is named as a defendant in a putative class action relating to the City s Speed Camera Program authorized pursuant to Vehicle and Traffic Law (VTL) section 1180-b (the Speed Camera Program). In September 2020 in New York County Supreme Court, plaintiffs filed Muladzhanov v. City, challenging the processing of vehicular speeding tickets issued by the City under the Speed Camera Program. Plaintiffs claimed, among other things, that certificates issued by the City to verify speeding violations were not notarized as plaintiffs allege is required by VTL section 1180-b(d) and therefore said certificates and the related fines were invalid. Plaintiffs seek refunds of fines paid under the Speed Camera Program from August 2013 to August 2018 and from July 2019 to present. If a class were to be certified by the Court and the City was ordered to pay refunds for fiscal year 2014 to fiscal year 2020 for said violations, the potential monetary liability could be substantial. On March 15, 2024, the Court issued a decision granting the City s motion to dismiss the lawsuit; on April 14, 2024, plaintiffs noticed an appeal to the Appellate Division, First Department and briefing is underway.

In 2019, New York State enacted the Child Victims Act which eliminated various procedural requirements in actions where a plaintiff alleges sexual abuse that occurred when the plaintiff was under 18 years of age. The City and DOE were initially named as a defendant in over 1,000 cases authorized by the Act, which claims primarily related to the alleged sexual abuse of children in either schools or the City s foster care system. Currently, there are nearly 800 cases still pending, of which approximately 600 involve the City s Administration for Children s Services (ACS). The City and DOE have settled approximately 225 cases for a combined value of approximately $230,000,000 substantially all of which has been paid. Discovery demands have been incorporated into a court order and more complete demands have been issued, and discovery is underway in most cases. On February 18, 2025, in the case of *Weisbrod-Moore v. Cayuga County*, the Court of Appeals held that municipalities owe a duty of care to children that the municipalities place in foster homes because the municipalities have assumed custody of those children. The court preserved the defenses of notice and foreseeability. This ruling is likely to significantly impact the City s potential liability. While it is still too early to provide an accurate estimate of the potential cost to the City, the exposure could be substantial in each of the future years during which settlements are reached.

On May 31, 2023, in New York State Supreme Court, New York County, a group of City retirees filed a legal challenge to the implementation of the City s Medicare Advantage plan which is intended to generate savings in retiree health benefit costs. On August 11, 2023, the Supreme Court permanently enjoined the City from requiring any City retirees, and their dependents, from being removed from their current health insurance plans, and from being required to either enroll in the Medicare Advantage plan or seek their own health coverage. On May 21, 2024, the Appellate Division affirmed. On June 18, 2025, the New York Court of Appeals found for the City, reversing and remanding for further proceedings. In a prior litigation, a group of City retirees filed a legal challenge to the implementation of the City s Medicare Advantage Plus plan, which was intended to generate savings in retiree health benefit costs. The State Supreme Court concluded that, although the City could proceed with the implementation of the Medicare Advantage Plus plan, it could not charge retirees enrolled in Senior Care a co-premium to stay in that plan. The City appealed that decision on March 4, 2022. On July 15, 2022, the contract awardee, Anthem Insurance, Inc. d/b/a Empire BlueCross BlueShield Retiree Solutions, which was to provide the Medicare Advantage Plus plan challenged in this litigation, advised the City that it would no longer participate in offering the plan because of delays and uncertainties regarding its effective date. On November 22, 2022, the Appellate Division, First Department affirmed the Supreme Court s order. On December 17, 2024, the New York Court of Appeals also affirmed. The Mayor has announced that the City does not intend to move forward with the Medicare Advantage plan at this time. Although further legal proceedings may occur, there is no exposure to the City s financial liability at this time. Instead, the City is pursuing an alternative health benefits plan for active employees, pre-Medicare retirees and their dependents (not for Medicare retirees) which is currently in the contract registration process with the City, with planned effective date of January 1, 2026.

On May 11, 2023, an advocacy organization and four employee members of three City pension funds (NYCERS, BERS and TRS) filed a lawsuit alleging that the funds had breached their fiduciary duties owed to pension fund participants and beneficiaries, by divesting from fossil fuel companies. The plaintiffs do not allege that they have suffered direct damages and are unlikely to recover damages. Rather, the primary relief they seek is injunctive relief to undo the divestment decision, such as through the appointment of a monitor or the requirement that the funds buy back some or all of the fossil fuel stocks that they sold. The plaintiffs also seek an order requiring payments into the funds to compensate the funds for alleged losses caused by the divestments. Even if that relief were ordered by the court, it would be unlikely to alter the City s pre-existing and ongoing financial obligation to ensure that the pension funds are able to pay the benefits owed to their beneficiaries. If the court were to order payments into the funds to offset alleged losses from the divestment, those are infusions that the City would likely have to pay into the funds at some point in the future, in any event, to ensure the funds are adequately funded. On August 7, 2023, the City filed a motion to dismiss the complaint, and argument on that motion was heard on February 28, 2024. The Court dismissed the lawsuit against NYCERS and the other pension funds on July 3, 2024. Plaintiffs appealed and, on March 11, 2025, the Appellate Division, First Department affirmed the dismissal of the lawsuit. On April 16, 2025, plaintiffs moved to the New York Court of Appeals for leave to appeal; the motion is pending. The Plaintiffs sought leave to appeal from the New York Court of Appeals on May 5, 2025. On October 21, 2025, the Court of Appeals denied Plaintiffs leave to appeal and the lawsuit has been dismissed. There is no further appellate stage or appeals available to Plaintiffs, and thus there is currently no pending litigation.

In 2022, the State passed the Adult Survivors Act (the ASA), which created a one-year window for the filing of lawsuits in which plaintiffs allege they were victims of sexual abuse which occurred when they were 18 years of age or older at the time of the alleged abuse, although the associated statute of limitations may have otherwise expired. Since the ASA claim revival window opened in November 2022, the City has been named as a defendant in approximately 758 cases authorized by the ASA. The vast majority of the cases involve female inmates alleging rape or sexual assault by correction officers or other inmates at the Rose M. Singer Center unit of Rikers Island. The plaintiffs allege that the City and the City s Correction Department failed to provide adequate supervision and prevent foreseeable harm. The exposure for the City is currently estimated in excess of $1.5 billion over an expected period of at least three to four years. As of the end of October 2025, the City has settled 52 cases totaling approximately $37,561,000.

On May 25, 2023, the City Council passed four bills, Local Law Numbers 99, 100, 101 and 102 of 2023, each of which took effect on January 9, 2024 and substantially expand eligibility for the City s housing rental assistance voucher program for individuals and families who are experiencing or are at risk of homelessness. The Mayor vetoed the bills on June 23, 2023, noting fiscal, operational, policy and legal issues presented by the laws. The City Council voted to override the vetoes on July 13, 2023. By letter dated December 15, 2023, the City advised the City Council that in light of the issues identified in the Mayor s veto messages, the Mayor would not be implementing the local laws at that time. The Legal Aid Society filed a lawsuit in the New York State Supreme Court, New York County on February 14, 2024 against the City on behalf of four individuals. On February 21, 2024, the City Council moved to intervene in the Legal Aid Society s lawsuit. On August 1, 2024, the Court denied the petitions from Legal Aid Society and from the City Council, ruling that the Mayor established that the four bills are invalid as preempted by State law. The City Council and Legal Aid Society appealed to the Appellate Division, First Department. On July 10, 2025, the Appellate Division held that the laws are not preempted and directed the Commissioner of Social Services to make an appropriate submission or submissions to the State for its review, acknowledging that the Commissioner retains discretion in how the laws are implemented. On October 7, 2025, the Appellate Division granted the City leave to appeal to the New York Court of Appeals.

In 2022, the City Council amended the 2000 Victims of Gender-Motivated Violence Protection Law to expand the category of those liable under the law from an individual who committed a gender-motivated crime, to a party who commits, directs, enables or participates in the commission of such a crime. The amendment also established a two-year claim revival period, permitting previously time-barred suits to be filed up to March 1, 2025. Approximately 575 lawsuits have been filed in New York State Supreme Court (Bronx, Kings, Queens and New York Counties), against the City, the Department of Corrections and ACS pursuant to the amendment and its revival provision. These suits collectively allege acts of gender-motivated violence (sexual assault) against individual juvenile plaintiffs while in custody in City juvenile detention facilities (Spofford/Bridges, Horizon and Rikers). On October 31, 2024, the City filed an omnibus motion to dismiss 464 lawsuits filed in Bronx County by challenging the 2022 amendment, particularly the revival period provision. On September 17, 2025, the Court granted the City s motion dismissing the 464 suits. The City is in the process of filing additional motions seeking dismissal of the remaining suits in the Bronx and other counties. It is still too early to provide an accurate estimate of the potential cost to the City, however, exposure could be substantial.

In addition to the above claims and proceedings, numerous real estate tax certiorari proceedings alleging overvaluation, inequality, and illegality are pending against the City. Based on historical settlement activity, and including an estimated premium for inequality of assessment, the City estimates its potential future liability for outstanding certiorari proceedings to be $1.80 and $1.61 billion at June 30, 2025 and June 30, 2024 respectively, as reported in the government-wide financial statements.

Landfill Closure and Postclosure Care Costs

The City s only active landfill after October 9, 1993 was the Fresh Kills landfill, which has been closed since 2002. Upon the landfill becoming inactive, the City was required by Federal and State law, and under Consent Order with the State Department of Environmental Conservation to complete the Final Closure Plan, and to provide postclosure care for a minimum period of 30 years following closure. The Final Closure Plan includes the construction of final cover, stormwater management, leachate mitigation and/or corrective measures, and landfill gas control systems. Postclosure care includes environmental monitoring, and the operation, maintenance, record keeping and reporting for the final closure systems.

The liability for these activities as of June 30, 2025, for all inactive landfills and hazardous waste sites, equates to the total estimated current cost of $1.19 billion. There are no costs remaining to be recognized. Cost estimates are based on current data including contracts awarded by the City, contract bids, and engineering studies. These estimates are subject to adjustment for inflation and to account for any changes in landfill conditions, regulatory requirements, technologies, or cost estimates. For government-wide financial statements, the liability for closure and postclosure care is based on total estimated current cost. For fund financial statements, expenditures are recognized using the modified accrual basis of accounting when the related liability is incurred and the payment is due.

Resource Conservation and Recovery Act Subtitle D Part 258, which became effective April, 1997, requires financial assurance regarding closure and postclosure care. This assurance was most recently provided, on March 15, 2023, by the City s Chief Financial Officer placing in the Fresh Kills landfill operating record representations in satisfaction of the Local Government Financial Test. As of June 30, 2025, the financial assurance cost estimate for the Fresh Kills Landfill is $899 million.

The City has five inactive hazardous waste sites not covered by the EPA rule. The City has recorded the long-term liability for these postclosure care costs in the government-wide financial statements.

During Fiscal Year 2025, expenditures for landfill and inactive hazardous waste site closure and postclosure care costs totaled $18.1 million.

The following represents the City s total landfill and hazardous waste sites liability which is recorded in the government-wide

Statement of Net Position:

	2025	2024
	(in thousands)	
Landfill	$1,091,473	$1,064,506
Hazardous waste sites	106,336	111,361
Total landfill and hazardous waste sites liability	$1,197,809	$1,175,867

Pollution Remediation Obligations

The pollution remediation obligations (PROs) at June 30, 2025 and June 30, 2024, summarized by obligating event and pollution type, respectively, are as follows:

Obligating Event	Fiscal Year 2025 Amount (in thousands)	Fiscal Year 2025 Percentage	Fiscal Year 2024 Amount (in thousands)	Fiscal Year 2024 Percentage
Imminent endangerment	$ 15	0.01%	$ 15	0.02%
Named by regulator as a potentially responsible party	65,426	24.64	65,267	22.41
Voluntary commencement	200,027	75.35	225,818	77.57
Total	$265,468[1]	100.00%	$291,100[1]	100.00%

Pollution Type	Amount (in thousands)	Percentage	Amount (in thousands)	Percentage
Asbestos removal	$125,648	47.34%	$166,599	57.23%
Lead paint removal	20,932	7.88	12,546	4.31
Soil remediation	16,072	6.05	19,129	6.57
Water remediation	50,791	19.13	50,791	17.45
Other	52,025	19.60	42,035	14.44
Total	$265,468[1]	100.00%	$291,100[1]	100.00%

(1) There are no expected recoveries to reduce the liability.

The PRO liability is derived from registered multi-year contracts which offsets cumulative expenditures (liquidated/unliquidated) against original encumbered contractual amounts. The potential for changes to existing PRO estimates is recognized due to such factors as: additional remediation work arising during the remediation of an existing pollution project; remediation activities may find unanticipated site conditions resulting in necessary modifications to work plans; changes in methodology during the course of a project may cause cost estimates to change, e.g., the new ambient air quality standard for lead considered a drastic change will trigger the adoption of new/revised technologies for compliance purposes; and changes in the quantity which is paid based on actual field measured quantity for unit price items measured in cubic meters, linear meters, etc. Consequently, changes to original estimates are processed as change orders. Further, regarding pollution remediation liabilities that are not yet recognized because they are not reasonably estimable, the Law Department relates that the City has approximately 59 cases in total, 57 cases involving hazardous substances, including spills from above and underground storage tanks, and other contamination on, or caused by facilities on City-owned property; and there are two case involving Drinking Water and one miscellaneous case. Due to the uncertainty of the legal proceedings, future liabilities cannot be estimated.

The City, in compliance with the State Department of Environmental Conservation Permit Numbers 2-6302-00007/00019, 2-6102-00010/00013, 2-6106-00002/00022, 2-6204-007/00013, and 2-6202-00005/00017 issued pursuant to 6 NYCRR Part 360, must provide financial assurance for the closure of the following Marine Transfer Stations: North Shore, Hamilton Avenue, Southwest Brooklyn, East 91st Street, and West 59th Street. Such surety instrument must conform to the requirements of 6 NYCRR Part 360.12. The liability for closure as of June 30, 2025, which equates to the total current closure cost, is $1.26 million for North Shore, $1.11 million for Hamilton Avenue, $1.04 million for Southwest Brooklyn, $1.3 million for East 91st Street, and $273 thousand for West 59th Street. The cost estimates are based on current data and are representative of the cost that would be incurred by an independent party. The estimates are subject to adjustment for inflation and to account for changes in regulatory requirements or cost estimates. For government-wide financial statements, the liability for closures is based on total estimated current costs. For fund financial statements, expenditures are recognized using the modified accrual basis of accounting when the closure costs are incurred, and the payment is due. The total liability equaling the total closure costs for the transfer stations of $4.98 million is included under the Pollution Type Other in the table above.

On Monday, October 29, 2012, Superstorm Sandy hit the Mid-Atlantic East Coast. The storm caused widespread damage to the coastal and other low-lying areas of the City and power failures in various parts of the City, including most of downtown Manhattan, the south shore of Staten Island, and the communities surrounding Jamaica Bay in Brooklyn and Queens. On January 29, 2013, President Obama signed legislation providing for approximately $50.5 billion in storm-related aid for the region affected by the storm. Although it is not possible for the City to quantify the full, long-term impact of the storm on the City and its economy, the current estimate of the direct costs to the City, NYCHH and NYCHA is approximately $10.7 billion (comprised of approximately $1.8 billion of expense costs and approximately $8.9 billion of capital project costs). Such direct costs represent funding for emergency response, debris removal, emergency protective measures, repair of damaged infrastructure and long-term hazard mitigation investments. In addition to such direct costs, the City is delivering Sandy-related disaster recovery assistance services, benefiting impacted communities, businesses, homeowners and renters (Community Costs). The City anticipates that funding for Community Costs will be primarily reimbursed with federal funds. However, the City is responsible for $134 million of such Community Costs, which are reflected in the Financial Plan. In addition, the City may be responsible for up to approximately $150 million of additional Community Costs, which are not reflected in the Financial Plan.

The Financial Plan assumes that the direct costs described above will largely be paid from non-City sources, primarily the federal government, and that the Community Costs described above will be primarily reimbursed by federal funds. The City expects reimbursements to come from two separate federal sources of funding, FEMA and HUD. The City has secured approximately $10.8 billion in FEMA assistance and other federal emergency response grants (FEMA Funding). The maximum reimbursement rate from FEMA is 90 percent of total costs. Other federal emergency response grants may have larger local share percentages. The City expects to use $720 million of Community Development Block Grant Disaster Recovery funding allocated by HUD to meet the local share requirements of the FEMA Funding, as well as recovery work not funded by FEMA or other federal emergency response grants for the direct costs described above. This allocation would be available to fill gaps in such FEMA Funding. No assurance can be given that the City will be reimbursed for all of its costs or that such reimbursements will be received within the time periods assumed in the Financial Plan. There is no assurance, if the City were to experience a similar storm in the future, that non-City sources, including the federal government, would pay the costs.

On September 1, 2021, Hurricane Ida hit the Mid-Atlantic East Coast as a post-tropical cyclone (Ida), bringing significant rainfall and resulting in severe flooding in parts of the City, including primarily inland areas. Rainfall from Ida exceeded the previous record for the most single-hour rainfall in the City and for the first time the National Weather Service declared a flash flood emergency in the City. Ida resulted in the deaths of 13 people in the City, 11 of which occurred in basement housing units.

Since 2007, the City has been engaged in strategic planning for climate change, recognizing the challenges it presents for City operations and infrastructure. Among other things, the City created the New York City Panel on Climate Change (the NPCC), a body of more than a dozen leading independent climate and social scientists. Since 2008, NPCC has analyzed climate trends, developed projections, explored key impacts, issued reports (the NPCC Reports) and advised on response strategies for the City. The NPCC determined that the City is already experiencing the impacts of climate change and projects dramatic impacts on the City in the future. Climate change is causing more extreme heat, extreme rainfall, coastal storm surge, and chronic tidal flooding. NPCC projections form the basis for the City s climate resiliency planning, which involves coordination and cooperation among multiple public and private stakeholders, and expansion of ongoing maintenance and development of municipal infrastructure as well as specific initiatives such as those described below.

Reducing risk from extreme rainfall requires a multi-layered strategy with investments in infrastructure adaptation, building level protection, data collection, and community engagement. In July 2022, the City released the Rainfall Ready NYC action plan, a plan to prepare the City for more extreme rainfall in the future. The City continues to install grey infrastructure, such as building out a comprehensive storm sewer system in Southeast Queens, and green infrastructure, such as rain gardens and bluebelt wetlands, to manage stormwater and protect water quality. This work is being carried out by DEP and funding is included in the City s capital budget. The City is also working to develop Cloudburst management projects that will use grey and green infrastructure to absorb, store and transfer rainwater during extreme storm events.

Building on NPCC s recommendations, prior recommendations released after Ida hit the City and the City s strategic planning, the City released PlaNYC: Getting Sustainability Done (PlaNYC 2023) in April 2023. PlaNYC 2023 addresses some of the risks identified in the NPCC Reports. Among other things, PlaNYC 2023 includes measures to address the biggest risks to the City associated with climate change, including extreme heat and flooding from extreme rainfall, coastal storms and tidal flooding due to sea level rise. PlaNYC 2023 also describes measures to reduce economy-wide greenhouse gas emissions and initiatives to transition away from polluting fossil fuels to clean energy. The total costs of implementing all of PlaNYC 2023 s recommendations, including those relating to extreme rainfall, would be substantial and in some cases would require State and federal funding alongside additional City funding.

In 2023, the City launched Climate Strong Communities (CSC), an initiative of the New York City Mayor s Office of Climate and Environmental Justice that aims to build resiliency and sustainability infrastructure to reduce risks from climate change in environmental justice areas. CSC is grounded in environmental justice and guided by three pillars: collaborating with communities, working across government, and unlocking new funding. CSC is an equitable multi-hazard planning framework that leverages infrastructure and climate funding opportunities.

The City is in the process of implementing infrastructure projects to protect areas of the City from flooding associated with extreme rainfall, storm surge, and tidal flooding due to sea level rise. (See below for additional information on the impacts of flooding.) These projects and initiatives are in various stages of feasibility review, design, construction, and implementation. Funding for these projects is expected to come from City, State and federal sources. Some projects are expected to require additional funding to the extent that they are in the planning stages or current funding does not provide for the costs of construction.

In 2023, the City created a new Bureau of Coastal Resiliency led by an Assistant Commissioner at the Department of Environmental Protection to coordinate the City s coastal resiliency work. Several major coastal resiliency projects are currently underway throughout the City, including the East Side Coastal Resiliency Project (ESCR). ESCR, which broke ground in 2021, is an integrated coastal flood protection system which will create resilient open spaces and improve waterfront access on Manhattan s east side, from East 25th Street at the north to Montgomery Street at the south. The City anticipates the entire flood protection system will be in place and operational by the end of 2026. The total expected cost of ESCR is $1.97 billion, with remaining costs fully funded through a combination of City, federal and other funding sources.

Other projects in Lower Manhattan include constructing flood walls and deployable flip-up barriers to protect the Two Bridges neighborhood, developing a plan to extend the Manhattan shoreline from the Brooklyn Bridge to the Battery into the East River to protect the Seaport and Financial District area, and constructing an elevated waterfront esplanade in the Battery and flood barriers in Battery Park City. Coastal resilience projects are also underway in the Tottenville and Red Hook neighborhoods, and an energy resilience project is underway in Hunts Point, with shoreline reinforcement projects also happening in other identified areas of the City. These projects are in various stages of feasibility review, design, construction, and implementation. Funding for these projects is coming from City and federal sources, and $858 million is included in the Ten-Year Capital Strategy. As the projects proceed, the City continues to monitor anticipated costs and reflects updates in the capital plan as needed.

The U.S. Army Corps of Engineers (USACE) is pursuing the South Shore of Staten Island Coastal Storm Risk Management Project (the Staten Island Project) and the Rockaways Atlantic Shorefront and Bayside Projects (the Rockaways Projects). The Staten Island Project is expected to create a 5.5-mile line of coastal protection on Staten Island between Fort Wadsworth and Oakwood Beach. USACE currently estimates that the project will cost $1.7 billion. The City is responsible for 10.5 percent of the project costs, and the remaining project costs are to be paid for with federal and State funds. Approximately half of the City s share of such project costs is currently reflected in the Ten-Year Capital Strategy. The Rockaways Projects consist of coastal protection elements on the Atlantic shorefront and on the Jamaica Bay side of the Rockaways. Construction has begun on the Atlantic Shorefront Project, which is fully funded by the federal government, with an expected cost of approximately $590 million. Design has started on the Bayside Project, which is fully funded by the federal government, with a current expected cost of $253 million.

In addition to site-specific resiliency projects, the City is taking steps to integrate climate resiliency into capital planning through the NYC Climate Resiliency Design Guidelines, which translate future-looking climate change projections into technical guidance to inform the design of roads, buildings, sewer systems, hospitals, public housing, and other pieces of critical public infrastructure. In 2021, the City began a five-year pilot program through which dozens of new projects will be designed and constructed using the standards in the NYC Climate Resiliency Design Guidelines. Starting in 2027, all City projects will be required to meet a stringent set of requirements that will certify their preparedness for extreme weather threats.

In 2015, FEMA issued preliminary updated flood insurance rate maps, which would have expanded the 100-year floodplain beyond the areas designated in the flood maps issued in 2007. The City appealed the 2015 preliminary flood maps challenging the modeling FEMA used to develop them. The 2015 preliminary flood maps were adopted into the building code, but the prior 2007 flood maps remain in effect for flood insurance purposes. In 2016, FEMA agreed with the City s appeal, and the City is currently working with FEMA to update the maps. FEMA s new maps are expected to generally expand the 100-year floodplain from the 2007 flood maps and may cover different areas than the 2015 preliminary flood maps. FEMA expects to release preliminary flood maps in 2025 and expects the new flood maps to become effective in 2026 or 2027. Such expansion could negatively impact property values in those newly designated areas. In addition, an increase in areas of the City susceptible to flooding resulting from climate change could result in greater recovery costs to the City if flooding were to occur within such larger areas.

The City is committed to minimizing its own greenhouse gas emissions by reaching carbon neutrality by 2050. The City s efforts to reach such goal include promoting and investing in electrification, clean energy, energy efficiency, and sustainable transportation, and reducing energy use. Since 2014, the City has invested over $900 million in more than 14,000 energy conservation measures across almost 2,900 buildings, comprising more than 70 percent of City government s building square footage. The investments have decreased energy use and reduced emissions by nearly 372,000 metric tons. The Ten-Year Capital Strategy includes $3.9 billion to continue this work to reduce energy use and greenhouse gas emissions.

Despite the efforts described above, the magnitude of the impact on the City s operations, economy, or financial condition from climate change is indeterminate and unpredictable. No assurance can be given that the City will not encounter more frequent and intense climate impacts such as hurricanes, tropical storms, cloudbursts, droughts, heatwaves or catastrophic sea level rise in the future, or that such risks will not have an adverse effect on the operations, economy or financial condition of the City.

On March 2, 2010, the United States Environmental Protection Agency (EPA) listed the Gowanus Canal (the Canal), a waterway located in Brooklyn, as a federal Superfund site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). EPA considers the City a potentially responsible party (PRP) under CERCLA, based on contaminants from currently and formerly City-owned and operated properties, from the City s combined sewer overflows (CSOs) as well as in connection with the City s ownership of portions of the Canal itself. On September 30, 2013, EPA issued the Record of Decision (Canal ROD) for the Canal, setting forth requirements for dredging contaminated sediment in the Canal and covering it with a cap as well as source control requirements. Separate from the in-Canal remedy, the Canal ROD also requires that two CSO retention tanks be constructed as part of the source control component of the remedy. The City anticipates that the actual cleanup costs including both the in-Canal portion and the CSO portion will substantially exceed EPA s original cost estimate for the Canal ROD.

On May 28, 2014, EPA issued a unilateral administrative order (2014 Unilateral Order) requiring the City to design the CSO retention tanks and other storm water control measures, and remediation of the First Street Basin (a currently filled-in portion of the Canal). On June 9, 2016, EPA and the City entered into an Administrative Settlement Agreement and Order (Administrative Order), under which the City agreed to milestones relating to the design of one of the CSO tanks. The City estimates that the tanks will cost approximately $1.6 billion of which $1.1 billion is committed and $0.3 billion is included in the City s capital plan. The City notified EPA of delays in the completion of the design of one of the CSO retention tanks and is monitoring its ability to meet the requirements of the EPA Orders.

On March 29, 2021, EPA issued a unilateral administrative order (the 2021 Unilateral Order) to the City, requiring the City to complete design and construction of both CSO tanks by March 2029; to complete design and construction of a new bulkhead at the City-owned Salt Lot at 2nd Avenue in Brooklyn by August 2023; and to implement additional stormwater controls in the Canal sewershed. The City informed EPA that it would complete the design and construction of the CSO tanks as required in the 2021 Unilateral Order, but that it would likely be unable to meet the deadlines imposed in the 2021 Unilateral Order. Based on the concerns the City raised about the 2021 Unilateral Order, EPA modified the 2021 Unilateral Order in certain respects but declined to extend the design and construction schedules. The 2021 Unilateral Order took effect on June 30, 2021. The City may be subject to penalties stemming from alleged violations of the 2014 Unilateral Order and the Administrative Order and may also be subject to fines and/or penalties stemming from the 2021 Unilateral Order if it does not meet the design and/or construction deadlines set forth therein.

On January 28, 2020, EPA issued a new unilateral order (the 2020 Unilateral Order) to the six largest PRPs, including the City and National Grid, requiring these parties to implement the in-Canal remedy (consisting of dredging and capping of sediments) in the upper reach of the Canal. On June 27, 2024, EPA modified the 2020 Unilateral Order to include the middle reach of the Canal. In 2013 when it issued the Canal ROD, EPA estimated that the cost of this work, the first of the three phases, would be $125 million. The City believes that these costs will be substantially higher. The City s liability for the in-Canal work is unknown at this time and may ultimately be determined through litigation.

On September 27, 2010, EPA listed Newtown Creek, the waterway on the border between Brooklyn and Queens, New York, as a Superfund site. On April 6, 2010, EPA notified the City that EPA considers the City a PRP under CERCLA for hazardous substances in Newtown Creek. In its Newtown Creek PRP notice letter, EPA identified historical City activities that filled former wetlands and low-lying areas in and around Newtown Creek and releases from formerly City-owned and operated facilities, including municipal incinerators, as well as discharges from sewers and CSO outfalls, as potential sources of hazardous substances in Newtown Creek. In July 2011, the City entered into an Administrative Settlement Agreement and Order on Consent (AOC) with EPA and five other PRPs to conduct an investigation of conditions in Newtown Creek and evaluate feasible remedies. The investigation and feasibility study for Newtown Creek is expected to proceed until 2028. The City is required to establish and maintain financial security for the benefit of the EPA in the amount of $25 million in order to secure the full and final completion of the work required to be performed under the AOC. The City s share will be determined in a future allocation proceeding. The 2011 settlement does not cover any remedy that may ultimately be chosen by EPA to address the contamination identified as a result of the investigation and evaluation. In 2020, EPA issued a Record of Decision (CSO ROD) setting forth the remedy for CSO discharges. The CSO ROD requires no further action for CSO beyond the projects in the State-approved Newtown Creek CSO Long Term Control Plan. As part of its determination, EPA required monitoring of the City s four major CSOs to confirm the assumptions underlying the CSO ROD. In September 2022, the City entered into an Administrative Settlement Agreement and Order on Consent with EPA concerning the performance of the required monitoring (2022 AOC). The City is required to establish and maintain financial security for the benefit of the EPA in the amount of $3 million in order to secure the full and final completion of the work required to be performed under the 2022 AOC.

The National Park Service (NPS) is undertaking a CERCLA removal action at Great Kills Park on Staten Island to address radioactive contamination that has been detected at the site and in order to advance the Staten Island Project. Great Kills Park was owned by the City until roughly 1972, when it was transferred to NPS for inclusion in the Gateway National Recreation Area. While owned by the City, the site was used as a sanitary landfill, and the park was also expanded using urban fill. NPS believes that the radioactive contamination is the result of City activities and that the City is therefore liable for the investigation and remediation under CERCLA. Previously, the City negotiated a settlement with NPS to address a remedial investigation and feasibility study. No other PRPs have been identified at this time.

Under CERCLA, a responsible party may be held liable for monies expended for response actions at a Superfund site, including investigative, planning, removal, remedial and EPA enforcement actions. A responsible party may also be ordered by EPA to take response actions itself. Responsible parties include, among others, past or current owners or operators of a facility from which there is a release of a hazardous substance that causes the incurrence of response costs. The nature, extent, and cost of response actions at the Canal, Newtown Creek, or Great Kills Park, the contribution, if any, of discharges from the City s sewer system or other municipal operations, and the extent of the City s liability, if any, for monies expended for such response actions, will likely not be determined for several years and could be material.

6. Interfund Receivables, Payables, and Transfers

At June 30, 2025 and 2024, City and discretely presented component units receivable and payable balances and interfund transfers were as follows:

Governmental activities:

Due from/to other funds:

Receivable Fund	Payable Fund	2025	2024
		(in thousands)	
General Fund	Capital Projects Fund	$4,832,339[1]	$5,993,991[1]
	TFA Debt Service	213,539	110,752
Capital Projects Fund	TFA Capital Projects Fund	57,272	
Total due from/to other funds		$5,103,150	$6,104,743

Component units:

Due from/to City and Component Units:

Receivable Entity	Payable Entity	2025	2024
		(in thousands)	
City General Fund	Component units HDC	$6,911,302	$5,320,757
	NYC Health + Hospitals	405,087	38,648
		7,316,389	5,359,405
City Capital Projects Fund	Component units the System	656,981	583,042
	EDC	142,101	143,566
		799,082	726,608
Total due from Component Units		$8,115,471	$6,086,013
Component Unit the System	City General Fund	$ 72,145	$ 74,048
Component Unit BPL	City General Fund	3,938	7,558
Component Unit QBPL	City General Fund	5,513	3,396
Total due to Component Units		$ 81,596	$ 85,002

(1) Net of eliminations within the same fund type.

Note: During Fiscal Years 2025 and 2024, the Capital Projects Fund reimbursed the General Fund for expenditures made on its behalf.

The outstanding balances between funds are the result of the time lag between the dates that the interfund goods and services are provided, the date the transactions are recorded in the accounting system and the date payments between funds are made. All interfund balances are expected to be settled during the subsequent year.

Governmental activities:

Interfund transfers(1)

	Fiscal Year 2025			
	General Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Governmental Funds
	(in thousands)			
Transfer from (to):				
General Fund	$	$	$ 3,759,122	$ 2,964,742
General Debt Service Fund	(3,759,122)			
Capital Projects Fund				(7,868,729)
Nonmajor Debt Service Funds	(4,075,311)			247,215
Nonmajor Capital Projects Funds		7,868,729		(19,806)
Nonmajor Special Revenue Funds				(227,409)
Total	$ (7,834,433)	$7,868,729	$3,759,122	$(4,903,987)

	Fiscal Year 2024			
	General Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Governmental Funds
	(in thousands)			
Transfer from (to):				
General Fund	$	$	$3,333,430	$ 3,314,455
General Debt Service Fund	(3,333,430)			
Capital Projects Fund				(6,571,019)
Nonmajor Debt Service Funds	(4,159,645)			214,066
Nonmajor Capital Projects Funds		6,571,019		17,044
Nonmajor Special Revenue Funds				(231,110)
Total	$ (7,493,075)	$6,571,019	$3,333,430	$ (3,256,564)

(1) Transfers are used to: (i) move unrestricted General Fund revenues to finance various programs that the City must account for in other funds in accordance with budgetary authorizations, including amounts provided as aid or matching funds for grant programs, (ii) move restricted amounts borrowed by authorized fund or component unit to finance Capital Projects Fund expenditures, (iii) move unrestricted surplus revenue from the General Fund to finance Capital Projects Fund expenditures and prepay debt service coming due in the next fiscal year, and (iv) move revenue from the fund with collection authorization to the Debt Service Fund as debt service principal and interest payments become due.

In the Fiscal Year ended 2025, the City made the following transfer: A transfer of unrestricted grants from the General Fund in the amount of $2.34 billion to TFA. The funds were used to fund debt service requirements for future tax secured debt during the Fiscal Year ending June 30, 2026.

In the Fiscal Year ended 2024, the City made the following transfer: A transfer of unrestricted grants from the General Fund in the amount of $2.44 billion to TFA. The funds were used to fund debt service requirements for future tax secured debt during the Fiscal Year ending June 30, 2025.

Business-Type Activities:

Interfund transfer

Note: In Fiscal Year 2025, the NYCTL-2021-A Trust entered into an agreement (the Assignment Agreement) to transfer all of its rights and obligations amounting to $38.6 million, to the NYCTL 1998-2 Trust which will pay all the administrative expenses incurred after October 31, 2024 and any costs associated with the transfer. NYCTL-2021-A ceased existence as of Fiscal Year ended June 30, 2025.

Governmental activities: (cont.)

	Fiscal Year 2025	
	Adjustments/ Eliminations	Total
	(in thousands)	
Transfer from (to):		
General Fund	$	$ 6,723,864
General Debt Service Fund		(3,759,122)
Capital Projects Fund		(7,868,729)
Nonmajor Debt Service Funds	1,110,569	(2,717,527)
Nonmajor Capital Projects Funds		7,848,923
Nonmajor Special Revenue Funds		(227,409)
Total	$1,110,569	$

	Fiscal Year 2024	
	Adjustments/ Eliminations	Total
	(in thousands)	
Transfer from (to):		
General Fund	$	$ 6,647,885
General Debt Service Fund		(3,333,430)
Capital Projects Fund		(6,571,019)
Nonmajor Debt Service Funds	845,190	(3,100,389)
Nonmajor Capital Projects Funds		6,588,063
Nonmajor Special Revenue Funds		(231,110)
Total	$845,190	$

7. Tax Abatements

NYC Tax Abatement Disclosure as required by Statement No. 77 of the Governmental Accounting Standards Board	**Programs Administered by NYC Housing Preservation & Development (HPD)**	
	J-51 Program	**Commercial Conversion Programs 421-a and 421-g**
1) Purpose of program.	J-51 encourages the rehabilitation of existing residential structures by providing tax exemptions and abatements.	421-a promotes construction of multi-family residential buildings with at least three dwelling units by providing a declining exemption on the new value created by the improvement. 421-g promotes the conversion of non-residential buildings in lower Manhattan to residential use.
2) Tax being abated.	Real Property Tax	Real Property Tax
3) Authority under which abatement agreements are entered into.	NYS Real Property Tax Law, Section 489 NYC Administrative Code, Section 11-243 and 11-243.2	NYS Real Property Tax Law, Section 421-a and 421-g NYC Administrative Code, Sections 11-245, 11-245.1, 11-245.1-a, 11-245.1-b
4) Criteria to be eligible to receive abatement.	The projects may be government-assisted or privately financed for moderate and gut rehabilitation of multiple dwellings. The projects may also be for major capital improvements, conversions of lofts and non-residential buildings into multiple dwellings, and for certain cooperative/condominium and conversions to residential property projects.	a) 421-a Program[(4)]: The buildings must receive governmental assistance, contain 30% affordable units, or the owner must participate in an affordable housing production program. b) 421-g Program: The conversions must have an alteration Type 1 permit dated before June 30, 2006. All of the programs have eligible abatement zones.
5) How recipients taxes are reduced.	Through both a reduction of the property s assessed value and as a credit to the amount of taxes owed.	421-a: Through a reduction of the property s assessed value; 421-g: Through both a reduction of the property s assessed value and as a credit to the amount of taxes owed.
6) How amount of abatement is determined.	The amount of the direct reduction to the remaining billable amount due is based on the calculated reasonable costs; a percentage is applied to that figure to determine the Lifetime Abatement Amount or Abatement Pool.	a) 421-a Program: The benefit is based on a reduction of assessment value of the new construction for a three year construction benefit period, up to 35 years following the construction period. b) 421-g Program: There is a construction period abatement from the increase in real estate taxes resulting from the work, and a 14 year abatement (ten years full and four year phase out) based on the existing real estate taxes in year one of the benefit term.
7) Provisions for recapturing abated taxes.	N/A	N/A
8) Types of commitments made by the City other than to reduce taxes.	Commitments, other than reducing taxes, may only be applicable with 34-year government-assisted construction projects. In these instances the City supports Participants in the associated construction costs.	N/A
9) Gross dollar amount, on accrual basis, by which the City s tax revenues were reduced as a result of abatement agreement.	2025: $233,300 2024: $249,300 (in thousands)	2025: $1,958,000 2024: $1,852,700 (in thousands)

Programs Administered by NYC Housing Preservation & Development (HPD)		
Division of Alternative Management Programs (DAMP)	**Urban Development Action Area Programs (UDAAP)**	**Low Income Housing Program 420-C**
DAMP returns City-owned buildings to responsible private owners.	UDAAP encourages the construction of residential housing in designated areas.	420-C assists nonprofit organizations in providing affordable housing for low-income tenants.
Real Property Tax	Real Property Tax	Real Property Tax
NYS Private Housing Finance Law, Section 577	NYS General Municipal Law, Section 696	NYS Real Property Tax Law, Section 420-c
The benefits are limited to residential properties that were foreclosed on by the City for nonpayment of taxes.	The housing must be designated by UDAAP as an area in need of urban renewal.	The property must provide housing accommodations to persons and families of low income, participates or has participated in the Federal Low-Income Housing Tax Credit (LIHTC) program, and is subject to a regulatory agreement with HPD.
Through a reduction of the property s assessed value.	Through a reduction of the property s assessed value.	Through a reduction of the property s assessed value.
The benefit is equal to the assessed value times an eligible percentage less the DAMP ceiling, which sets a limit on the maximum taxable assessment that can be placed on a property.	The UDAAP benefit is equal to the delta between the building Assessed Value (AV) in the base year and the building AV in the benefit year, up to 20 years. UDAAP sites receive Real Property Tax exemptions only on the assessed value of improvements: 10 years at 100 percent of assessed value, followed by a 10-year declining exemption. In 1999, the State Legislature amended the statute to provide that for projects consisting of new construction, the land value shall be the lesser of: (a) the assessed value immediately prior to commencement of construction; or (b) the assessed value of the land appearing on the assessment roll in the first year after completion of construction.	The benefit provides a 100% reduction from real estate taxes for the term of the regulatory agreement.
N/A	N/A	N/A
N/A	N/A	N/A
2025 / 2024 (in thousands) $55,600 / $53,600	2025 / 2024 (in thousands) $12,900 / $14,900	2025 / 2024 (in thousands) $479,400 / $447,600

NYC Tax Abatement Disclosure as required by Statement No. 77 of the Governmental Accounting Standards Board	**Programs Administered by NYC Department of Finance (DOF)**	
	The Commercial Revitalization (CRP) and Commercial Expansion (CEP) Programs	**Industrial and Commercial Incentive Program (ICIP) and Industrial and Commercial Abatement Program (ICAP)**
1) Purpose of program.	CRP encourages more productive use of older non-residential and mixed-use buildings in Lower Manhattan. CEP encourages businesses to locate in Manhattan north of 96th Street, the midtown Special Garment Center District, or the other four boroughs of New York City.	ICAP replaced ICIP in 2008. Both programs encourage economic development for construction and rehabilitation of commercial, industrial or mixed-use structures.
2) Tax being abated.	Real Property Tax	Real Property Tax
3) Authority under which abatement agreements are entered into.	NYS Real Property Tax Law, Sections 499a 499h, and 421-g (CRP); NYS Real Property Tax Law, Sections 499aa 499hh (CEP)	NYS Real Property Tax Law, Sections 489-aaaa 489-llll; 489-aaaaaa 489-kkkkkk NYC Administrative Code, Sections 11-256 through 11-267; 11-268 through 11-278
4) Criteria to be eligible to receive abatement.	Both programs require commercial tenant occupancy in commercial offices and that the space leased out be located in a non-residential or mixed-use building. Both programs also have minimum requirements regarding expenditures for tenant improvement per square foot. In addition, the CEP requires a minimum aggregate floor area of 25,000 square feet.	The programs require industrial construction work where, after completion, at least 75% of the total net square footage is used or available for manufacturing activities. The buildings must also be located in an allowable zone within the City, which varies depending on whether the project is for a commercial new construction, a commercial renovation construction, or an industrial construction. Depending on the property s taxable assessed value, applicants must meet a minimum required expenditure amount in order to be eligible in the tax year, with a taxable status date immediately preceding the issuance of the first building permit or, if no permit is required, the start of construction.
5) How recipients taxes are reduced.	Through a reduction of the property s assessed value.	As a credit to the amount of taxes owed.
6) How amount of abatement is determined.	The granted abatement is realized from a calculation formula base abatement (the lower of the tax liability/ building sq. ft. or $2.50 per sq. ft.) multiplied by square footage multiplied by abatement percentage.	The base abatement amount year is the amount that the post-completion tax liability exceeds 115% of the initial tax liability for each type of abatement, except for the additional industrial abatement. The calculated base abatement is then subjected to a corresponding timetable.
7) Provisions for recapturing abated taxes.	N/A	N/A
8) Types of commitments made by the City other than to reduce taxes.	N/A	N/A
9) Gross dollar amount, on accrual basis, by which the City s tax revenues were reduced as a result of abatement agreement.	2025 2024 (in thousands) $10,400 $12,500	2025 2024 (in thousands) $945,100 $877,600

Programs Administered by NYC Department of Finance (DOF)

Relocation and Assistance Program (REAP)	Sports Arena Used by the NHL and NBA	Major Capital Improvement (MCI) Program
REAP promotes business development in Manhattan north of 96th Street, in Lower Manhattan, and in the other boroughs of New York City.	The arena ensures the viability of a major league sports facility in the City.	MCI helps compensate landlords of rent-regulated buildings for economic losses resulting from the lengthening of the period for amortizing major capital improvement costs.
The credits may be taken against the City s general corporation tax, banking corporation tax, business corporation tax, unincorporated business tax, and/or utility tax.	Real Property Tax	Real Property Tax
NYC Administrative Code, Sections 11-503(i), 11-503(l), 11-604.17, 11-604.19, 11-643.7, 11-643.9, 11-654.17, 11-654.19, 11-1105.2, 11-1105.3, and Chapters 6-b and 6-c of Title 22	NYS Real Property Tax Law, Section 429	NYS Laws of 2015, Chapter 20, Part A, § 65
REAP: Relocation of business to revitalization zones or other areas in Upper Manhattan or the other boroughs. Relocations from lower Manhattan may be subject to limits by mayoral discretion. Lower Manhattan REAP (LMREAP): Relocation of business to lower Manhattan. Lower Manhattan REAP for Special Eligible Businesses (LMREAP-SEB): Relocation of business to lower Manhattan with employees in Manhattan before their relocation.	The exemption is contingent upon the continued use of Madison Square Garden by professional major league hockey and basketball teams for their home games.	In connection with various amendments in 2015 to the City s rent control and rent stabilization laws, the period during which a landlord can amortize or recoup the cost of building-wide major capital improvements (MCIs) through increased apartment rents has been increased from seven years to eight years in the case of a building with no more than 35 units or nine years in the case of a building with more than 35 units. Landlords affected by this change are eligible to receive a Real Property Tax abatement equal to 50 percent of the economic loss attributable to the extended amortization period.
As a credit to the amount of taxes owed.	Through a reduction of the property s assessed value.	As a credit to the amount of taxes owed.
Certified firms that relocate to revitalization zones may qualify for a credit of $3,000 per eligible employment share; $1,000 if relocating to areas not designated as a revitalization zone.	100% reduction of the property tax.	The abatement equals 50% of the economic loss attributable to the extended amortization period. The economic loss is determined by multiplying the approved cost of the MCI by a fraction. The numerator is the increase in months in the new amortization period; the denominator is the total number of months in the new amortization period.
N/A	N/A	N/A
N/A	N/A	N/A

REAP 2025	REAP 2024	Sports Arena 2025	Sports Arena 2024	MCI 2025	MCI 2024
(in thousands)		(in thousands)		(in thousands)	
$26,000	$27,000	$42,900	$42,200	$12,500	$23,700

NYC Tax Abatement Disclosure as required by Statement No. 77 of the Governmental Accounting Standards Board	**Program Administered by NYC Department of Buildings (DOB)**	**Programs Administered by NYC Industrial Development Agency (IDA)**	**Program Administered by Build NYC Resource Corporation**
	Solar Electric Generating System (SEGS) Abatement Program	**Commercial and Industrial Programs**	**Build NYC Tax Abatement Program**
1) Purpose of program.	SEGS helps reduce greenhouse emissions and provides cleaner energy and more efficient energy systems.	IDA s programs are designed to encourage economic development in the City. IDA tax incentive[2] programs retain, expand, and attract commercial and industrial businesses, and the related economic benefits and job creation and retention associated with them.	As a conduit bond issuer, the primary goal is to facilitate access to private activity tax-exempt bond financing for qualified projects.
2) Tax being abated.	Real Property Tax	a) Real Property Tax (via a PILOT); b) State and Local Sales Tax (ST); and c) Mortgage Recording Tax (MRT).	Mortgage Recording Tax (MRT)
3) Authority under which abatement agreements are entered into.	NYS Real Property Tax Law, Sections 499-aaaa through 499-gggg; Chapter 485 of the Laws of 2023	Industrial Development Act of 1969 as governed by Title 1 of Article 18-A of the General Municipal Law[1].	New York Not-for-profit Law, Section 411
4) Criteria to be eligible to receive abatement.	The abatement is applied to the property for a four-year period starting on July 1, following DOB approval. Class 1, 2, and 4 properties are eligible; however, if you receive ICAP, 421-a, 421-b, 421-g, or pay payments in-lieu-of-tax (PILOTs), your property is NOT eligible for the Solar Electric Generating System Tax Abatement.	All applicants must satisfy eligibility requirements and must demonstrate a need for assistance. Applicants are selected based on an analysis of the economic benefit of the proposed project in compliance with the uniform Tax Exemption Policy of IDA. Stores that benefit from the Fresh Project Program must be located in an eligible area.	The projects must have been undertaken by Build NYC, as mortgagee, who records a mortgage, for the furtherance of its mission. Build NYC assists qualified projects in obtaining tax-exempt bond financing as a conduit bond issuer.
5) How recipients taxes are reduced	Through both a reduction of the property s assessed value and as a credit to the amount of taxes owed.	The projects are tax exempt but businesses receiving such benefits typically make PILOTs. PILOT payments are a stepped-down percentage of full real estate tax rates.	Build NYC has authorization to exempt MRT due upon the recording of a mortgage associated with Build NYC issued bond transactions.
6) How amount of abatement is determined.	Depending on the date the system was placed in service, the benefit is the lesser of 2.5%-8.75% of the installation costs limited to the property tax for the year, or $62,500.	a) PILOT tax abatements are typically granted for a 21 year period followed by a 4 year phase in period during which the tax rates paid by the PILOT recipient are increased each year by 20% of the abated amount until the full rate is reached at the end of year 25. b) The MRT abatement is a singular benefit received at closing only for projects that recorded a mortgage, and c) The ST abatements apply for eligible purchases to be used at project facilities. The Yankee and Mets stadium projects coincide with the underlying debt service related to the construction of the stadiums and the length of the abatements cover a 36-40 year period.	100% reduction of the MRT.
7) Provisions for recapturing abated taxes.	N/A	Program participants are required to adhere to various lease provisions as a prerequisite to receive abatement benefits. The lease provisions authorize benefit recapture in the case of non-compliance.	A change in the utilization of the facility that compromises the tax exempt status of the underlying tax exempt debt, the sale of the property, absent specific preauthorization, that includes the maintenance of the original tax exempt utilization of the property and/or the bankruptcy or cessation of operations of the facility/entity. Projects are subject to a benefit recapture period of ten years.
8) Types of commitments made by the City other than to reduce taxes.	N/A	N/A	N/A
9) Gross dollar amount, on accrual basis, by which the City s tax revenues were reduced as a result of abatement agreement.	2025 / 2024 (in thousands) 2025: $41,600 2024: $34,000	2025 / 2024 (in thousands) **Commercial Program:[3]** a) PILOT: 2025 $272,070; 2024 $233,154 b) ST: 2025 $883; 2024 $4,881 c) MRT: 2025 $839; 2024 $ **Industrial Program:[4]** a) PILOT: 2025 $44,368; 2024 $42,563 b) ST: 2025 $3,771; 2024 $700 c) MRT: 2025 $109; 2024 $2,396	2025 / 2024 (in thousands) 2025: $6,915 2024: $2,351

NYC Tax Abatement Disclosure as required by Statement No. 77 of the Governmental Accounting Standards Board	**Programs Administered by the State of New York**			
	Battery Park City Authority (The Authority)		**Urban Development Corporation (UDC)**	
1) Purpose of program.	The Authority manages the development of a mixed commercial/ residential community whose amenities serve the larger New York community.		The Urban Development Corporation (UDC) is a New York State agency that finances, constructs and operates residential, commercial, industrial, and civic facilities. An important tool in the State s economic development program, the UDC provides financing and technical assistance to businesses and local governments. Examples of UDC-assisted projects include the Columbia University Telecommunications Center, the Jacob K. Javits Convention Center, and the Roosevelt Island housing development.	
2) Tax being abated.	Real Property Tax		Real Property Tax	
3) Authority under which abatement agreements are entered into.	NYS Public Authorities Law, Section 1981 NYS Real Property Tax Law, Section 412		NYS Unconsolidated Laws, Title 16, Chapter 24 NYS Real Property Tax Law, Section 412	
4) Gross dollar amount, on accrual basis, by which the City s tax revenues were reduced as a result of abatement agreement.	2025	2024	2025	2024
	(in thousands)		(in thousands)	
	$174,100	$161,300	$462,300	$451,000

(1) New York City Administrative Code §22-823 requires NYCEDC, NYCIDA and Build NYC to report on projects undertaken for the purposes of the creation or retention of jobs if, in connection with such projects, financial assistance was provided in the form of loans, grants or tax benefits. In compliance with this requirement, a detailed report is prepared annually and posted on the NYCEDC web site that lists both summary and transaction level detail for all active projects. This report can be accessed at https://edc.nyc/about-nycedc/financial-public-documents.

(2) Stadia transactions are a unique subset within the Commercial Program portfolio. There are only two such transactions and they relate to the construction of the Yankee and Mets baseball stadiums in the Bronx and Queens, respectively. These transactions are unique in that the related PILOT payments coincide with the underlying debt service related to the construction of the stadiums. Therefore, the length of these abatements related to the Yankee and Mets stadiums cover a 36- and 40-year period, respectively.

(3) These businesses include Warehousing, Distribution Centers and Logistics. The FRESH projects, a subset of the Industrial Program projects, are supermarkets in underserved communities to offer access to healthy and affordable food options.

(4) Amendments to Section 421-a enacted in 2024 require construction to be completed by June 15, 2026 if at least 30 percent of the units are affordable to households with income up to 130 percent of the area median income or if the project is a homeownership project. Other projects are required to complete construction by June 15, 2031.

Note: There were no amounts received or receivable from other governments; there were no government made commitments other than to reduce taxes; there were no abatements disclosed separately, and no information was omitted if required by GASB Statement No. 77.

E. Other Information

1. Audit Responsibility

In Fiscal Years 2025 and 2024, respectively, the separately administered organizations included in the financial statements of the City audited by auditors other than Grant Thornton LLP for both Fiscal Years are Hudson Yards Development Corporation, Hudson Yards Infrastructure Corporation, New York City Educational Construction Fund, New York City School Bus Umbrella Services, Inc., New York City School Construction Authority, New York City School Support Services, Inc., New York City Transitional Finance Authority, TSASC, Inc., Brooklyn Bridge Park Corporation, The Trust for Governors Island, New York City Tax Lien Trusts, WTC Captive Insurance Company, Inc., New York City Economic Development Corporation, New York City Health and Hospitals Corporation, New York City Housing Authority, New York City Housing Development Corporation, Brooklyn Navy Yard Development Corporation, the Brooklyn Public Library, Build NYC Resource Corporation, New York City Business Assistance Corporation, New York City Industrial Development Agency, New York City Land Development Corporation, New York City Neighborhood Capital Corporation, Public Realm Improvement Fund Governing Group, Inc., The Mayor s Fund to Advance New York City, the Queens Borough Public Library and Affiliate, and The City of New York Deferred Compensation Plan.

	Government-wide						Fund-based			
	Governmental Activities		Business-Type Activities		Component Units		Nonmajor Governmental Funds		Fiduciary Funds	
	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024
Total Assets	5%	5%	100%	100%	60%	59%	100%	100%	8%	8%
Revenues, other financing sources and net position held in trust	6%	6%	100%	100%	83%	84%	100%	100%	9%	9%

2. Subsequent Events

Subsequent to June 30, 2025, TFA and the City completed the following long-term financings:

TFA Debt On August 12, 2025 the New York City Transitional Finance Authority issued $1,700,000,000 of Fiscal 2026 Series A Future Tax Secured Subordinate Bonds for capital purposes.

On August 28, 2025 the New York City Transitional Finance Authority issued $1,390,090,000 of Fiscal 2026 Series S-1, S-2, and S-3 Building Aid Revenue Bonds to refund a portion of its outstanding bonds at lower interest rates.

On October 30, 2025, the New York City Transitional Finance Authority issued $1,500,000,000 of Fiscal 2026 Series B Future Tax Secured Subordinate Bonds for capital purposes.

City Debt On August 19, 2025, the City of New York issued $1,891,180,000 of Fiscal 2026 Series A, B, and C General Obligation Bonds for capital purposes and to refund a portion of its outstanding bonds at lower interest rates.

On October 23, 2025, the City of New York issued $1,500,000,000 of Fiscal 2026 Series D General Obligation Bonds for capital purposes.

On October 23, 2025, the City of New York issued $1,880,000,000 of Fiscal 2026 Series E General Obligation Bonds for capital purposes.

3. Other Employee Benefit Trust Funds

Deferred Compensation Plans For Employees of The City of New York and Related Agencies and Instrumentalities (DCP) and the New York City Employee Individual Retirement Account (NYCE IRA)

DCP offers employees of The City and Related Agencies and Instrumentalities two defined contribution plans in accordance with Internal Revenue Code Sections 457 and 401(k). DCP permits employees to defer a portion of their salary on either a pre-tax (traditional) or after-tax (Roth) basis until future years. Funds may not be withdrawn until termination, retirement, death, Board- approved unforeseen emergency or hardship (as defined by the Internal Revenue Code) or, if still working for the City, upon attainment of age 70½ in the 457 Plan or upon age 59½ for the 401(k). A 401(a) defined contribution plan is available to certain employees of the Lieutenant s Benevolent Association and the Captains Endowment Association of The City of New York Police Department.

The NYCE IRA is a deemed Individual Retirement Account (IRA) in accordance with Internal Revenue Code Section 408(q) and is available as both a traditional and Roth IRA to those employees eligible to participate in the 457 Plan and 401(k) Plan and their spouses along with former employees and their spouses. Funds may be withdrawn from the NYCE IRA at any time, subject to an early withdrawal penalty.

Amounts maintained under a deferred compensation plan and an IRA by a state or local government are held in trusts (or in a custodial accounts) for the exclusive benefit of participants and their beneficiaries. The DCP plans and IRA are presented together as an Other Employee Benefit Trust Fund in the City s financial statements.

Participants in DCP or NYCE IRA can choose among seven investment options, or one of twelve pre-arranged portfolios consisting of varying percentages of those investment options. Participants can also invest a portion of their assets in a self-directed brokerage option.

4. Other Postemployment Benefits

The New York City Other Postemployment Benefits Plan (OPEB Plan)

The *New York City Other Postemployment Benefits Plan* is a fiduciary component unit of the City and comprises: (1) the New York City Retiree Health Benefits Trust (NYCRHBT) which is used to receive, hold, and disburse assets accumulated to pay for certain OPEB provided by the City to its retired employees and eligible dependents, and (2) OPEB paid for directly by the City out of its general resources rather than through the NYCRHBT.

The NYCRHBT was established for the exclusive benefit of the City s retired employees and their eligible spouses and dependents, to fund certain OPEB provided in accordance with the City s various collective bargaining agreements and the Administrative Code of the City of New York (ACNY).

Amounts contributed to NYCRHBT by the City are held in an irrevocable trust and may not be used for any other purpose than to fund the costs of health and welfare benefits of its eligible participants. Consequently, the OPEB Plan is presented as an Other Employee Benefit Trust Fund in the City s financial statements. The separate annual financial statements of the OPEB Plan are available at: Office of the Comptroller, Bureau of Accountancy-Room 200 South, 1 Centre Street, New York, New York 10007, or at www.comptroller.nyc.gov.

Summary of Significant Accounting Policies:

Basis of Accounting. The measurement focus of the OPEB Plan is on the flow of economic resources. This focus emphasizes the determination of changes in the OPEB Plan s net position. With this measurement focus, all assets and liabilities associated with the operation of this fiduciary fund are included on the *Statement of Fiduciary Net Position*. This fund uses the accrual basis of accounting whereby contributions from the employer are recognized when due. Benefits and refunds are recognized when due and payable in accordance with the terms of the plans.

Method Used to Value Investments. Investments are reported on the *Statement of Fiduciary Net Position* at fair market value based on quoted market prices.

Program Description. Postemployment benefits other than pensions (OPEB) provided to eligible retirees of the City and their eligible beneficiaries and dependents (hereafter referred to collectively as Retiree Participants) include: Health Insurance, Medicare Part B Premium Reimbursements and Welfare Fund contributions. OPEB are funded by the OPEB Plan, a single employer plan.

Funding Policy. The Administrative Code of The City of New York (ACNY) defines OPEB stemming from the City s various collective bargaining agreements. The City is not required by law or contractual agreement to provide funding for the OPEB other than the pay-as-you-go (PAYGO) amounts necessary to provide current benefits to Retiree Participants. For the fiscal year ended June 30, 2025, the City paid $4.1 billion on behalf of the Program. Based on current practice (the Substantive Plan which is derived from ACNY), the City pays the full cost of basic coverage for Pre-Medicare and Medicare-eligible Retiree Participants.

The costs of these benchmark plans are reflected in the actuarial valuations by using age and gender adjusted premium amounts. Retiree Participants who opt for other basic or enhanced medical coverage must contribute 100% of the incremental costs above the premiums for the benchmark plans. The City also reimburses covered retirees and eligible spouses 100% of the Medicare Part B Premium rate applicable to a given year. The City also pays per capita contributions to the Welfare Funds, the amounts of which are based on negotiated contract provisions and there are no Retiree Participant contribution to the Welfare Funds.

	Number of Participants	
	FY 2025 (at 6/30/24)	**FY 2024 (at 6/30/23)**
Active plan members	288,479	287,342
Inactive plan members entitled to but not yet receiving benefits	24,250	24,434
Inactive plan members or beneficiaries currently receiving benefits	260,016	257,331
Total	**572,745**	**569,107**

Net OPEB Liability. The Entry Age Normal cost method used in the current OPEB actuarial valuation is unchanged from the prior OPEB actuarial valuation.

Under this method, as used in the Fiscal Year 2025 OPEB valuation, the Actuarial Present Value (APV) of Benefits (APVB) of each individual included in the valuation is allocated on a level basis over the earnings of the individual between entry age and assumed exit age(s). The employer portion of this APVB allocated to a valuation year is the Employer Normal Cost. The portion of this APVB not provided for at a valuation date by the APV of Future Employer Normal Costs is the Total OPEB Liability.

The excess, if any, of the Total OPEB Liability over the Plan Fiduciary Net Position is the Net OPEB Liability. Under this method, experience gains (losses), as they occur, reduce (increase) the Net OPEB Liability and are explicitly identified and amortized in the annual expense.

Increases (decreases) in liabilities due to benefit changes, differences in actual experience, differences in actual earnings on OPEB plan investments, actuarial assumption changes, and actuarial method changes are also explicitly identified and amortized in the annual expense.

On August 28, 2025 the Mayor and OLR Commissions announced a joint proposal between EmblemHealth and United Healthcare to self-insure the Comprehensive Benefits Plan (CBP) for actives and Pre-Medicare retirees. The proposal was ratified by the Municipal Labor Committee (MLC) on October 1, 2025. The new plan will be effective on January 1, 2026. Given the lack of detailed information on potential savings the change is not reflected in the FY 2025 valuation.

Changes in Net OPEB Liability. Changes in the City s net OPEB liability for the Fiscal Years ended June 30, 2025 and June 30, 2024 are as follows:

	Total OPEB Liability (a)	**Plan Fiduciary Net Position (b)**	**Net OPEB Liability (a) - (b)**
1. Balances at June 30, 2023	**$100,337,335,542**	**$ 5,318,409,945**	**$95,018,925,597**
2. Changes for the Year:			
a. Service Cost	3,909,768,918		3,909,768,918
b. Interest	4,229,675,677		4,229,675,677
c. Differences in Actual Experience	(1,246,433,908)		(1,246,433,908)
d. Change of Assumptions	(219,480,447)		(219,480,447)
e. Contributions-Employer		3,198,585,280	(3,198,585,280)
f. Contributions-Employee			
g. Net Investment Income		225,925,698	(225,925,698)
h. Actual Benefit Payments	(3,704,781,404)	(3,704,781,404)	
i. Administrative Expenses		(54,000)	54,000
j. Other Changes		(175,000)	175,000
k. Net Changes	**$ 2,968,748,836**	**$ (280,499,426)**	**$ 3,249,248,262**

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
3. Balances at June 30, 2024	**$103,306,084,378**	**$ 5,037,910,519**	**$98,268,173,859**
4. Changes for the Year:			
a. Service Cost	3,939,909,397		3,939,909,397
b. Interest	4,430,464,500		4,430,464,500
c. Differences b/t Expected and Actual Experience	(451,857,985)		(451,857,985)
d. Changes in Assumptions	(5,494,882,701)		(5,494,882,701)
e. Contributions-Employer		4,063,311,077	(4,063,311,077)
f. Contributions-Employee			
g. Net Investment Income		184,121,280	(184,121,280)
h. Actual Benefit Payments	(4,060,474,502)	(4,060,474,502)	
i. Administrative Expenses		(54,000)	54,000
j. Other Changes		(175,000)	175,000
k. Net Changes	**$ (1,636,841,291)**	**$ 186,728,855**	**$ (1,823,570,146)**
5. Balances at June 30, 2025	**$101,669,243,087**	**$ 5,224,639,374**	**$96,444,603,713**

6. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

	Fiscal Year 2025			Fiscal Year 2024		
	1% Decrease	Current Discount Rate	1% Increase	1% Decrease	Current Discount Rate	1% Increase
	$109,705,720,374	$96,444,603,713	$85,456,172,271	$112,824,437,022	$98,268,173,859	$86,352,504,589
		Discount Rate		Discount Rate		
City	4.18%	5.18%	6.18%	3.21%	4.21%	5.21%
Component Units	4.20%	5.20%	6.20%	3.21%	4.21%	5.21%

7. Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rate

	Fiscal Year 2025			Fiscal Year 2024		
	1% Decrease	Current Trend Rate	1% Increase	1% Decrease	Current Trend Rate	1% Increase
	$82,945,657,278	$96,444,603,713	$113,313,857,371	$83,597,133,751	$98,268,173,859	$116,878,744,173
	Pre-Medicare Trend Rate			Pre-Medicare Trend Rate		
Initial	7.50%	8.50%	9.50%	6.00%	7.00%	8.00%
Ultimate.	3.50%	4.50%	5.50%	3.50%	4.50%	5.50%
	Medicare Trend Rate			Medicare Trend Rate		
Initial	4.00%	5.00%	6.00%	4.00%	5.00%	6.00%
Ultimate.	3.50%	4.50%	5.50%	3.50%	4.50%	5.50%

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources. OPEB expense recognized by the City for the Fiscal Years ended June 30, 2025 and June 30, 2024 are $3.0 and $4.3 billion, respectively.

Deferred outflows of resources and deferred inflows of resources by source reported by the City at June 30, 2025 and June 30, 2024 are as follows:

	Fiscal Year 2025	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences in Actual Experience	$ 182,393,406	$ 3,783,976,358
Change of Assumptions	2,836,880,695	17,940,149,345
Net Difference in Actual Earnings on OPEB Plan Investments	61,273,802	
Total	$3,080,547,903	$21,724,125,703

	Fiscal Year 2024	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences in Actual Experience	$ 1,534,765,546	$ 4,846,328,313
Change of Assumptions	4,014,267,329	18,665,442,871
Net Difference in Actual Earnings on OPEB Plan Investments	123,441,580	
Total	$ 5,672,474,455	$23,511,771,184

Amounts reported as Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB will be recognized in OPEB Expense as follows:

Fiscal Year Ended June 30	Amount
2026	$(5,552,225,048)
2027	(5,240,553,229)
2028	(5,043,176,112)
2029	(873,055,448)
2030	(1,035,079,624)
2031	(848,726,406)
2032	(50,761,933)

Fiduciary Net Position and Funding Progress. As of June 30, 2025, the most recent actuarial measurement date, the OPEB Plan s Fiduciary Net Position as a percentage of the Total OPEB liability was 5.1%. The total OPEB liability for benefits was $101.7 billion, and the plan fiduciary net position was $5.2 billion, resulting in a net OPEB liability of $96.4 billion. The covered employee payroll (annual payroll of active employees covered) was $34.4 billion, and the ratio of the net OPEB liability to the covered employee payroll was 280.4%. Actuarial valuations of an ongoing plan involve estimates of the value of reported and future amounts based on assumptions about the probability of the severity and occurrence of events far into the future. The determined actuarial valuations of OPEB incorporated the use of demographic and economic assumptions among others as reflected below. Amounts determined regarding the OPEB Plan s Fiduciary Net Position and the annual expense of the City vary from year to year as actual results are compared with past expectations and new estimates are made about the future. The schedule of changes in the net OPEB liability and related ratios shown in the Required Supplementary Information (RSI) section immediately following the notes to financial statements, present GASB Statement No. 74 and 75 results of OPEB valuations for Fiscal Years 2025 and 2024.

Actuarial Methods and Assumptions. The actuarial assumptions used in the Fiscal Years 2025 and 2024 OPEB valuations are a combination of those used in the New York City Retirement Systems (NYCRS) pension valuations and those specific to the OPEB valuations. NYCRS consist of: (i) New York City Employees Retirement System (NYCERS); (ii) New York City Teachers Retirement System of The City of New York (TRS); (iii) New York City Board of Education Retirement System (BERS); (iv) New York City Police Pension Fund (POLICE); and (v) New York City Fire Pension Fund (FIRE). The OPEB valuations incorporate only the use of certain NYCRS demographic and economic assumptions. The assumptions used in the Fiscal Year 2025 OPEB valuation have not changed from the prior valuation, with the exception of the discount rate, child dependent coverage and the Pre-Medicare and Part B trend rate assumptions as described later in this section.

The OPEB-specific actuarial assumptions used in the Fiscal Year 2025 OPEB valuation of the Plan are as follows:

Valuation Date	June 30, 2024
Measurement Date	June 30, 2025
Discount Rate	Results as of June 30, 2025 are presented at 5.18% for benefits provided by the City and 5.20% for benefits provided by Component Units. Results as of June 30, 2024 are presented at 4.21% for benefits provided by the City and for benefits provided by Component Units. For FY 2024, the Municipal Bond 20-year Index Rate was used as the discount rate. The rate was not blended with the long-term expected rate of return because the expected return on assets assumption was lower than the Municipal Bond 20-year Index Rate. For FY 2025, the projection of cash flows used to determine the discount rate assumed that the City will contribute at a rate equal to the pay-as-you-go amounts. It is assumed that the City will not make additional contributions in excess of the pay-as-you-go amounts, which is unchanged from the prior valuation. The contributions apply first to

service cost of future Plan members based on projection of overall payroll at 3.0% and normal cost rate for Tier 6 members of each of the NYCRS. Remaining contributions are applied to the current and past service costs for current Plan members.

Based on those assumptions, the City s OPEB Plan s fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees until 2028. After that time, benefit payments will be funded on a pay-as-you go basis. The discount rate is the single equivalent rate which results in the same actuarial present value as discounting future benefit payments made from assets at the long-term expected rate of return and discounting future benefit payments funded on a pay-as-you-go basis at the Bond Buyer 20 Index Rate.

This projection resulted in a 2 basis point difference between the Bond Buyer 20 Index Rate and the blended discount rate.

Results for the OPEB Plans for Component Units for FY 2024 are presented using a discount rate equal to the S&P Municipal Bond 20-Year Index Rate, and FY 2025 are presented using a discount rate equal to the Bond Buyer s 20-Bond GO Index Rate, since there is no pre-funding assumed for these plans.

Long Term Expected Rate of Return . . . . 4.0% net of investment expenses, which includes an inflation rate of 2.50%.

Actuarial Cost Method . . . . Entry Age Normal cost method, level percent of pay calculated on an individual basis.

Per-Capita Claims Costs . . . . GHI plans are insured via a Minimum Premium arrangement while the HIP and many of the Other HMOs are community rated. Costs reflect age-adjusted premiums for all plans.

Initial monthly premium rates used in the FY 2024 and FY 2025 valuation are shown below:

Plan	Monthly Costs @ Average Age FY 2025	Monthly Costs @ Average Age FY 2024
HIP HMO		
Non-Medicare Single	$ 998.55	$ 927.13
Non-Medicare Family	2,446.47	2,271.46
Medicare	198.50	209.40
GHI/EBCBS		
Non-Medicare Single	1,072.33	998.60
Non-Medicare Family	2,818.46	2,620.46
Medicare	218.74	208.60
Others HMOs(1)		
Non-Medicare Single	1,490.59	1,403.21
Non-Medicare Family	3,984.35	3,804.02
Medicare Single	288.376	328.69
Medicare Family	565.57	657.70

(1) Other HMO premiums represent the weighted average of the total premiums for medical (not prescription drug) coverage, including retiree contributions, of the HMO plans (other than HIP) based on actual enrollment.

Additionally, the individual monthly rates at age 65 used in the FY 2024 and FY 2025 valuations are shown below:

Plan	Monthly Costs @ Age 65 FY 2025	Monthly Costs @ Age 65 FY 2024
HIP HMO		
Non-Medicare	$2.113.14	$1,961.99
Medicare	198.50	209.40
GHI/EBCBS		
Non-Medicare	2,302.65	2,142.97
Medicare	208.60	198.54
Other HMOs	Varies by System	

The normative database used to adjust premium values to age 65 per capita cost is unchanged from the prior valuation.

Claims data was generally not provided to the OA for the HIP coverage or for Other HMOs. OLR provided a copy of the claims component of the FY 2025 GHI/EBCBS renewals. For the non-Medicare participants, retiree claims were not separated from active claims. The claims information provided was compared to the premium rates provided.

The HIP premium rate of $198.50 in the FY 2025 valuation was used as provided.

Based on information provided by OLR, estimates of margins that had been included in the premiums but expected to be refunded were removed from both the GHI and EBCBS non-Medicare and Medicare premiums before age adjustment.

A retiree who elects Basic Coverage other than the benchmark HIP and GHI/EBCBS plans is required to contribute the full difference in cost. The OA confirmed, based on data provided by OLR, that net employer premiums were consistent with the benchmark rates and stated policy regarding other coverage.

In valuing future retirees, the various monthly premium rates for Other HMOs were blended by proportion of enrollment.

Welfare Funds . . . . The Welfare Fund contribution reported as of the measurement date, June 30, 2025, (including any reported retroactive amounts) was trended back to the valuation date, June 30, 2024, using the Welfare trend assumption and used as the per capita cost for valuation purposes.

Reported annual contribution amounts for the FY 2023 to FY 2025 are shown in the Fiscal Year 2025 GASB 74/75 report in Section V, Tables V-b to V-f. Welfare Fund rates are based on actual reported Union Welfare Fund code for current retirees. Weighted average annual contribution rates used for future retirees, based on Welfare Fund enrollment of recent retirees, are shown in the following table.

	FY 2025	FY 2024
NYCERS	$1,736	$1,729
TRS	1,612	1,611
BERS	1,790	1,786
POLICE	1,684	1,493
FIRE	1,159	1,161

Medicare Part B Premiums . . . .

Calendar Year	Monthly Premium
2020	143.21
2021	146.97
2022	167.82
2023	164.90
2024	174.70
2025	185.00

Medicare Part B Premium reimbursement amounts have been updated to reflect actual premium rates announced for calendar years through 2025.

When Social Security cost-of-living adjustments are limited, some Medicare Part B participants are not charged the Medicare Part B premium originally projected or ultimately announced for those years due to the hold-harmless provision. Due to recent increases in Social Security cost-of-living adjustments, the portion of Medicare Part B participants protected by the hold-harmless provision decreased from 3.5% in 2022 to 1.5% in 2023 and continues to decrease.

For Calendar Year 2024 and 2025, no participants were assumed to be protected by the hold-harmless provision and the monthly premium was set equal to the Calendar year 2024 and 2025 announced amounts.

For the FY 2025 OPEB valuation the annual premium used was $2,158.20, which is equal to 12 times an average of the Calendar year 2024 and 2025 monthly premiums above.

An additional 12.5% load is added to the base Medicare Part B Premium amounts each year to account for the income-related Medicare Part B premiums for high income individuals. This assumption was updated from the prior valuation s assumption of 11.4% based on a review of the most recent experience.

Medicare Part B Premium Reimbursement Assumption . . . . 90% of Medicare participants are assumed to claim reimbursement based on historical data.

Healthcare Cost Trend Rate (HCCTR). . . . .

Fiscal Year Ending	Pre-Medicare Plans[1]		Medicare Plan Costs	Medicare Part B Premiums[1]		Welfare Fund Contributions
	FY24	FY25		FY24	FY25	
2025	7.00%	8.50%	5.00%	6.20%	8.00%	3.50%
2026	6.75%	8.25%	4.90%	6.20%	7.75%	3.50%
2027	6.50%	8.00%	4.90%	6.10%	7.50%	3.50%
2028	6.25%	7.75%	4.80%	6.10%	7.25%	3.50%
2029	6.00%	7.50%	4.80%	6.00%	7.00%	3.50%
2030	5.75%	7.00%	4.70%	5.75%	6.75%	3.50%
2031	5.50%	6.50%	4.70%	5.50%	6.50%	3.50%
2032	5.25%	6.00%	4.60%	5.25%	6.25%	3.50%
2033	5.00%	5.50%	4.60%	5.00%	6.00%	3.50%
2034	4.75%	5.00%	4.50%	4.75%	5.50%	3.50%
2035	4.50%	4.50%	4.50%	4.50%	5.00%	3.50%
2036+	4.50%	4.50%	4.50%	4.50%	4.50%	3.50%

(1) The Pre-Medicare and Part B trend rates have been updated for the FY2025 valuation.

The pre-Medicare and Medicare plan trends were developed using health trend information from various sources, including City premium trend experience for HIP HMO and GHI/EBCBS, public sector benchmark survey for other large plan sponsors, the Medicare Trustees Report, and the Society of Actuaries Getzen model.

The Part B trend rates reflect the projections in the Medicare Trustees Report. The 2025 Medicare trustees project the Part B premium increases to average 7.3% annually from 2026-2034 compared to 6.2% in the 2024 report. The increases can be attributable to factors such as the increasing prices of health care services, high cost of new technologies, and increasing utilization. The updated Part B trend assumption reflects the higher expected increases in the short term, then grades down to an ultimate of 4.50% in FY2036 and after, a pattern consistent with the Medicare trustees projections.

Historical negotiated increase rates for the larger Welfare Funds have averaged below 2% in recent years, which is lower than the anticipated trend on the underlying costs of benefits provided by these funds. However, the City periodically makes one-time lump sum contributions to the Welfare Funds. For these reasons the Welfare Fund contribution trend was assumed to be 3.5%.

Age-and Gender-Related Morbidity . . . . . The premiums are age and gender adjusted for GHI/EBCBS, HIP, and Other HMOs. The assumed relative costs of coverage are consistent with information presented in the 2013 study *Health Care Costs   From Birth to Death*, sponsored by the Society of Actuaries.

For non-Medicare costs, a sample of factors used is:

Age	Male	Female	Age	Male	Female
20	0.170	0.225	45	0.355	0.495
25	0.146	0.301	50	0.463	0.576
30	0.181	0.428	55	0.608	0.671
35	0.227	0.466	60	0.783	0.783
40	0.286	0.467	64	0.957	0.917

Children costs assume a factor of 0.229.

Medicare costs prior to age 65 assume an additional disability-related morbidity factor. A sample of factors used is:

Age	Male	Female	Age	Male	Female
20	0.323	0.422	60	1.493	1.470
25	0.278	0.565	65	0.919	0.867
30	0.346	0.804	70	0.946	0.885
35	0.432	0.876	75	1.032	0.953
40	0.545	0.878	80	1.122	1.029
45	0.676	0.929	85	1.217	1.116
50	0.883	1.082	90	1.287	1.169
55	1.159	1.260	95	1.304	1.113
			99+	1.281	0.978

The age adjustment for the non-Medicare GHI/EBCBS premium reflects a reduction for the estimated margin anticipated to be returned of 4.0% and 2.0% in the GHI and EBCBS portion of the monthly premium, respectively. Similarly, the age adjustment for the Medicare GHI/EBCBS premium reflects a reduction for the estimated margin anticipated to be returned of 4.0% and 3.0% in the GHI and ECBS portion of the monthly premium, respectively.

The non-Medicare GHI portion is $519.18 out of $1,072.33 for single coverage, and $1,379.98 out of $2,818.16 for family coverage for FY 2025 rates. The Non-Medicare EBCBS portion is the remainder of the premiums. The Medicare GHI portion is $118.70 out of the $218.74 for FY 2025 rates. The EBCBS portion is the remainder of the premium.

Participation Rates . . . . Plan participation assumptions remain unchanged from the prior valuation and are in line with recent experience.

Actual elections are used for current retirees. Some current retirees not eligible for Medicare are assumed to change elections upon attaining age 65 based on election patterns of Medicare-eligible retirees.

For current retirees who appear to be eligible for health coverage but have not made an election (i.e., non-filers), the valuation reflects single GHI/EBCBS coverage and Part B premium benefits only, to approximate the obligation if these individuals were to file for coverage. For future retirees, the portion assumed not to file for future benefits and is valued similarly to current retirees, are as follows.

NYCRS Group	FY 2025
NYCERS	13%
TRS	13%
BERS	15%
POLICE	3%
FIRE	3%
TIAA	13%

This non-filer group also includes some participants who do not qualify for coverage because they were working less than 20 hours a week at termination.

Detailed assumptions for future Program retirees are presented below.

PLAN PARTICIPATION ASSUMPTIONS

Benefits	NYCERS	TRS	BERS	POLICE	FIRE	TIAA
Pre-Medicare						
GHI/EBCBS	75%	83%	70%	87%	87%	83%
HIP HMO	18	6	16	7	7	6
Other HMO	2	1	2	3	4	1
Waiver	5	10	12	3	2	10
Medicare						
GHI	75	89	80	82	81	89
HIP HMO	16	5	13	8	9	5
Other HMO	5	2	2	8	8	2
Waiver	4	4	5	2	2	4
Post-Medicare Migration						
Other HMO to GHI						
HIP HMO to GHI		20	20			20
GHI to HIP HMO					2	
GHI to Other HMO				6	5	
HIP HMO to Other HMO	10					
Pre-Med. Waiver						
To GHI @ 65		50	60			50
To HIP @ 65		10		20		10
To Other HMO @ 65	20			10		

Dependent Coverage . . . .

Non-contributory Basic Medical Coverage and Part B premium reimbursement for dependents are assumed to terminate when a retiree dies, except for Line of Duty beneficiaries. Certain other survivors of POLICE, FIRE, and uniformed members of the Departments of Correction and Sanitation are eligible for a lifetime COBRA continuation benefit. These individuals contribute 102% of the premium but the valuation includes an additional estimated cost above the value of their COBRA contribution because COBRA participants typically utilize services at a much higher rate than active participants. The valuation assumes that 30% of eligible spouses will elect the lifetime continuation benefit.

Dependents . . . .

Spousal Age Difference

Male retirees were assumed to be four years older than their female spouses, and female retirees were assumed to be two years younger than their male spouses; for POLICE and FIRE participants, male retirees are assumed to be two years older than their female spouses. This assumption is unchanged from the prior valuation.

Child Dependents

Child dependents of current retirees are assumed to receive coverage up to age 26.

Children are assumed to be covered after retirement for the number of years shown below. This assumption has been updated for Police and Fire since the prior valuation based on a review of recent experience.

NYCRS Group	FY 2024	FY 2025
NYCERS	8 years	8 years
TRS	7 years	7 years
BERS	7 years	7 years
POLICE	11 years	13 years
FIRE	11 years	13 years
TIAA	7 years	7 years

Dependent allocation assumptions are shown below and remain unchanged from the prior valuation.

Dependent Coverage Assumptions

Group	NYCERS	TRS	BERS	POLICE	FIRE	TIAA
Male						
Single Coverage	35%	45%	44%	17%	12%	45%
Spouse/No Child	35	30	40	10	18	30
Child/No Spouse	8	5	4	13	10	5
Spouse and Child	22	20	12	60	60	20
Female						
Single Coverage	67%	57%	60%	45%	12%	57%
Spouse/No Child	22	30	35	7	18	30
Child/No Spouse	7	5	2.5	33	10	5
Spouse and Child	4	8	2.5	15	60	8

Note: For Line-of-Duty, 94% are assumed to have single coverage in FY 2025.

Demographic Assumption . . . . The actuarial assumptions used in the FY 2025 OPEB valuation are a combination of the demographic assumptions used in the NYCRS pension actuarial valuations and certain OPEB-specific assumptions, as detailed below.

NYCRS

The NYCRS demographic assumptions (e.g., mortality, withdrawal, retirement and disability rates) and salary scale are the same as those used in the NYCRS pension actuarial valuations and are unchanged from the prior valuation.

CUNY/TIAA

CUNY/TIAA demographic assumptions are the same as those used for the TRS Pension Actuarial Valuation except for withdrawal and retirement rates which are based on a separate CUNY valuation performed by Gallagher and summarized below:

Years of Service	Withdrawal
0	15.0%
1	12.0%
2	11.0%
3	10.0%
4	9.0%
5	7.0%
6	6.0%
7	6.0%
8	6.0%
9	4.0%
10	4.0%
11	3.0%
12	3.0%
13	2.0%
14-19	2.0%
20+	2.0%

Age	Retirement
55	2.0%
56	2.0%
57	2.0%
58	2.0%
59	3.0%
60	3.0%
61	4.0%
62	4.0%
63	5.0%
64	5.0%
65	7.0%
66	10.0%
67	10.0%
68	8.0%
69	8.0%
70	10.0%
75	15.0%
80+	100.0%

The CUNY/TIAA OPEB valuation also assumes:

Terminated employees with the required number of years of service for eligibility have no subsequent full-time employment at another college, university, or institution of post-secondary education.

CUNY/TIAA participants maintain any required TIAA account balances and annuity benefits.

COBRA Benefits	Employees and beneficiaries who enroll in COBRA coverage contribute 102% of the premium but the valuation includes an additional estimated cost above the value of their COBRA contribution because COBRA participants typically utilize services at a much higher rate than active participants. The valuation assumes 15% of employees not eligible for OPEB elect COBRA coverage for 15 months based on experience of other large employers. A lump-sum COBRA cost of $1,825 was assumed for terminations during FY 2025. This amount is increased by the Pre-Medicare HCCTR for future years but is not adjusted for age-related morbidity. Census data was not available for surviving spouses of POLICE, FIRE, Correction, nor Sanitation members who are entitled to lifetime COBRA continuation coverage because this benefit is administered directly by the insurance carriers. The number and obligation for the surviving spouses with lifetime coverage were estimated based on current census of POLICE and FIRE retirees and the projected number of deaths that would have occurred since the inception of this benefit on November 13, 2001 (and on August 31, 2010 for the Departments of Correction and Sanitation).
Stabilization Fund	A 0.6% load is applied to the City s obligations to reflect certain benefits paid for retirees directly from the Stabilization Fund, which is unchanged from the FY 2024 OPEB valuation. The load is not applicable to Component Units. This load is based on a historical average allocation between active and retired participants. The allocation takes into consideration retirees on average are older and have costlier medical benefits than actives, and also separates out Welfare Fund contribution reimbursements from other Stabilization Fund benefits. Also, since Welfare Fund contributions reimbursed by the Stabilization Fund are considered a part of Welfare Fund benefits, they are not included in the determination of this load.
Educational Construction Fund	The actuarial assumptions used for determining GASB 75 obligations for ECF are shown starting on page 28 of the Fiscal Year 2025 GASB 74/75 Report dated September 5, 2025. The Report is available at the Office of the Comptroller, Bureau of Accountancy-Room 200 South, 1 Centre Street, New York, New York 10007 and on the website of the New York City Office of the Actuary (www.nyc.gov/actuary).

5. Pensions

Plan Descriptions

The City sponsors or participates in five pension trusts providing benefits to its employees, the majority of whom are members of one of these pension trusts (collectively referred to as NYCRS). Each of the trusts administers a qualified pension plan (QPP) and one or more variable supplements funds (VSFs) or tax-deferred annuity programs (TDA Programs) that supplement the pension benefits provided by the QPP. The trusts administered by NYCRS function in accordance with existing State statutes and City laws, which are the basis by which benefit terms and employer and member contribution requirements are established. The QPPs combine features of defined benefit pension plans with those of defined contribution pension plans; however, they are considered defined benefit plans for financial reporting purposes. The VSFs are considered defined benefit pension plans and the TDA Programs are considered defined contribution plans for financial reporting purposes. A brief description of each of the NYCRS and the individual plans they administer follows:

1. New York City Employees Retirement System (NYCERS) administers the NYCERS QPP and five VSFs. The NYCERS QPP is a cost-sharing multiple-employer pension plan that provides pension benefits for employees of the City not covered by one of the other NYCRS, and employees of certain component units of the City and certain other governmental units. NYCERS administers the following VSFs, which operate pursuant to the provisions of Title 13, Chapter 1 of the Administrative Code of The City of New York (ACNY):

   Transit Police Officer s Variable Supplements Fund (TPOVSF), which provides supplemental benefits to NYCERS QPP members who retire from service on or after July 1, 1987 with 20 or more years of service as Transit Police Officers.

   Transit Police Superior Officers Variable Supplements Fund (TPSOVSF), which provides supplemental benefits to NYCERS QPP members who retire from service on or after July 1, 1987 as Transit Police Superior Officers with 20 or more years of service.

Housing Police Officer s Variable Supplements Fund (HPOVSF), which provides supplemental benefits to NYCERS QPP members who retire from service on or after July 1, 1987 with 20 or more years of service as Housing Police Officers.

Housing Police Superior Officers Variable Supplements Fund (HPSOVSF), which provides supplemental benefits to NYCERS QPP members who retire from service on or after July 1, 1987 as Housing Police Superior Officers with 20 or more years of service.

Correction Officers Variable Supplements Fund (COVSF), which provides supplemental benefits to NYCERS QPP members who retire for service on or after July 1, 1999 (with 20 or 25 years of service, depending upon the plan) as members of the Uniformed Correction Force.

TPOVSF, TPSOVSF, HPOVSF, and HPSOVSF are closed to new entrants.

2. Teachers Retirement System of The City of New York (TRS) administers the TRS QPP and the TRS TDA Program. The TRS QPP is a cost-sharing, multiple-employer pension plan for pedagogical employees in the public schools of the City and certain Charter Schools and certain other specified school and City University of New York (CUNY) employees. The TRS TDA Program was established and is administered pursuant to Internal Revenue Code Section 403(b) and Chapter 4 of Title 13 of ACNY. The TRS TDA Program provides a means of deferring income tax payments on members voluntary pre-tax contributions and earnings thereon until the periods after retirement or upon withdrawal of contributions. Members of the TRS QPP have the option to participate in the TRS TDA Program.

3. New York City Board of Education Retirement System (BERS) administers the BERS QPP and the BERS TDA Program. The BERS QPP is a cost-sharing, multiple-employer pension plan for non-pedagogical employees of the Department of Education and certain Charter Schools and certain employees of the School Construction Authority. The BERS TDA Program was established and is administered pursuant to Internal Revenue Code Section 403(b), the New York State Education Law and the BERS Rules and Regulations. The BERS TDA Program provides a means of deferring income tax payments on members voluntary pre-tax contributions and earnings thereon until the periods after retirement or upon withdrawal of contributions. Members of the BERS QPP have the option to participate in the BERS TDA Program.

4. New York City Police Pension Fund (POLICE) administers the POLICE QPP, along with the Police Officer s Variable Supplements Fund (POVSF) and Police Superior Officers Variable Supplements Fund (PSOVSF). The POLICE QPP is a single-employer pension plan for all full-time uniformed employees of the New York City Police Department.

   POVSF and PSOVSF operate pursuant to the provisions of Title 13, Chapter 2 of the ACNY. POVSF provides supplemental benefits to POLICE QPP members who retire for service as police officers on or after October 1, 1968 with 20 or more years of service. PSOVSF provides supplemental benefits to POLICE QPP members who retire for service on or after October 1, 1968 as police superior officers with 20 or more years of service.

5. New York City Fire Pension Fund (FIRE) administers the FIRE QPP, along with the Firefighter s Variable Supplements Fund (FFVSF) and the Fire Officers Variable Supplements Fund (FOVSF). The FIRE QPP is a single-employer pension plan for all full-time uniformed employees of the New York City Fire Department.

   FFVSF and FOVSF operate pursuant to the provisions of Title 13, Chapter 3 of the ACNY. FFVSF provides supplemental benefits to FIRE QPP members who retire for service as firefighters or wipers on or after October 1, 1968 with 20 or more years of service. FOVSF provides supplemental benefits to FIRE QPP members who retire for service on or after October 1, 1968 as fire officers, and all pilots and marine uniformed engineers, with 20 or more years of service.

Except for NYCERS and BERS, permanent, full-time employees are generally required to become members of a NYCRS QPP upon employment. Permanent full-time employees who are eligible to participate in the NYCERS QPP and BERS QPP are generally required to become members within six months of their permanent employment status but may elect to become members earlier. Other employees who are eligible to participate in the NYCERS QPP and BERS QPP may become members at their option.

As of June 30, 2024 and June 30, 2023, the dates of the most recent actuarial valuations, system-wide membership data for the QPPs are as follows:

	NYCERS	TRS	BERS	POLICE	FIRE	Total
QPP Membership at June 30, 2024						
Retirees and Beneficiaries Receiving Benefits	173,106	94,612	21,550	55,124	17,002	361,394
Deferred Vested Members Not Yet Receiving Benefits	30,162	22,423	3,501	1,543	55	57,684
Terminated Nonvested	39,846	29,899	9,635	2,436	2	81,818
Active Members	184,126	126,251	24,120	33,803	10,691	378,991
Total QPP Membership	427,240	273,185	58,806	92,906	27,750	879,887

	NYCERS	TRS	BERS	POLICE	FIRE	Total
QPP Membership at June 30, 2023						
Retirees and Beneficiaries Receiving Benefits	170,396	93,759	21,216	54,321	16,871	356,563
Deferred Vested Members Not Yet Receiving Benefits	29,272	21,830	2,859	1,493	59	55,513
Terminated Nonvested	39,184	29,739	9,786	2,365	1	81,075
Active Members	180,354	124,368	24,619	33,800	10,720	373,861
Total QPP Membership	419,206	269,696	58,480	91,979	27,651	867,012

As of June 30, 2024 and June 30, 2023, the dates of the most recent actuarial valuations, membership data for the NYCERS VSFs are as follows:

	TPOVSF	TPSOVSF	HPOVSF	HPSOVSF	COVSF	Total
Membership at June 30, 2024						
Retirees Receiving or Eligible to Receive Benefits	212	188	101	169	9,208	9,878
Active Members					5,716	5,716
Total Membership	212	188	101	169	14,924	15,594

	TPOVSF	TPSOVSF	HPOVSF	HPSOVSF	COVSF	Total
Membership at June 30, 2023						
Retirees Receiving or Eligible to Receive Benefits	234	194	111	179	9,148	9,866
Active Members					6,097	6,097
Total Membership	234	194	111	179	15,245	15,963

As of June 30, 2024 and 2023, the dates of the most recent actuarial valuations, membership data for the POLICE and FIRE VSFs are as follows:

	PSOVSF	POVSF	Total POLICE	FOVSF	FFVSF	Total FIRE
Membership at June 30, 2024						
Retirees Receiving or Eligible to Receive Benefits	22,472	14,233	36,705	1,522	3,039	4,561
Active Members	12,346	21,457	33,803	2,309	8,382	10,691
Total Membership	34,818	35,690	70,508	3,831	11,421	15,252

	PSOVSF	POVSF	Total POLICE	FOVSF	FFVSF	Total FIRE
Membership at June 30, 2023						
Retirees Receiving or Eligible to Receive Benefits	22,011	13,950	35,961	1,520	3,098	4,618
Active Members	11,895	21,905	33,800	2,475	8,245	10,720
Total Membership	33,906	35,855	69,761	3,995	11,343	15,338

Summary of Plan

Benefits QPPs

The NYCRS QPPs provide pension benefits to retired employees generally based on salary, length of service, and pension tier. For certain members of the NYCRS QPPs, voluntary member contributions also impact pension benefits provided. The NYCRS also provide automatic Cost-of-Living Adjustments (COLA) and other supplemental pension benefits to certain retirees and beneficiaries. In the event of disability during employment, participants may receive retirement allowances based on satisfaction of certain service requirements and other provisions. The NYCRS QPPs also provide death benefits. Subject to certain conditions, members become fully vested as to benefits upon the completion of 5 years of service. Upon termination of employment before retirement, certain members are entitled to refunds of their own contributions, including accumulated interest, less any outstanding loan balances.

The State Constitution provides that pension rights of public employees are contractual and shall not be diminished or impaired. In 1973, 1976, 1983 and 2012, significant amendments made to the State Retirement and Social Security Law (RSSL) modified certain benefits for employees joining the QPPs on or after the effective date of such amendments, creating membership tiers. Currently, there are several tiers referred to as Tier I, Tier II, Tier III, Tier IV and Tier VI. Members are assigned a tier based on membership date. The specific membership dates for each tier may vary depending on the respective QPP. In particular, the Tier II Extender for POLICE, FIRE and the District Attorney Investigators ended as of June 30, 2009. As a result, new hires into the uniformed forces of the New York City Police Department and the New York City Fire Department (new members of the POLICE QPP and FIRE QPP) on or after July 1, 2009 and District Attorney Investigators who become new members of the NYCERS QPP on or after July 1, 2009 became Tier III members. Chapter 18 of the Laws of 2012 (Chapter 18/12) amended the retirement benefits of public employees who establish membership in one of the NYCRS on or after April 1, 2012. Chapter 18/12 is commonly referred to as Tier VI.

VSFs

The VSFs provide supplemental benefits for their respective eligible members at a maximum annual amount of $12,000. For COVSF prior to Calendar Year 2019, total supplemental benefits paid, although determined in the same manner as for other VSFs, were only paid if the assets of COVSF were sufficient to pay the full amount due to all eligible retirees or if the Actuary determined that the fair value of the assets of the COVSF was greater than the actuarial present value of benefits payable through December, 2018. Scheduled benefits to COVSF participants were paid for Calendar Years 2000 to 2005, 2014, 2015, 2017, and 2018. Due to insufficient assets, no benefits were paid to COVSF participants from Calendar Year 2006 to Calendar Year 2013 and for Calendar Year 2016. For Calendar Years 2019 and later, COVSF provides for supplemental benefits to be paid regardless of the sufficiency of assets in the COVSF.

VSFs are presented with their respective retirement systems for financial reporting purposes. Instead, they provide scheduled supplemental payments, in accordance with applicable statutory provisions. While a portion of these payments are guaranteed by the City, the Legislature has reserved to itself and the State, the right and power to amend, modify, or repeal VSFs and the payments they provide. However, any assets transferred to the VSFs are held in trust solely for the benefit of its members.

TDA Programs

Benefits provided under the TRS and BERS TDA Programs are derived from members accumulated contributions. TDA Programs are presented with their respective retirement systems for financial reporting purposes. No direct contributions are provided by employers; however certain investment options, if selected by members, may indirectly create employer financial obligations or benefits, as discussed below. A participant may withdraw all or part of the balance of his or her account at the time of retirement or termination of employment. Beginning January 1, 1989, the tax laws restricted withdrawals of tax-deferred annuity contributions and accumulated earnings thereon for reasons other than retirement or termination. Contributions made after December 31, 1988, and investment earnings credited after December 31, 1988, may only be withdrawn upon attainment of age 59½ or for reasons of hardship (as defined by Internal Revenue Service regulations). Hardship withdrawals are limited to contributions only.

When a member resigns before attaining vested rights under the respective QPP, he or she may withdraw the value of his or her TDA Program account or leave the account in the TDA Program for a period of up to seven school years after the date of resignation for TRS TDA members or for a period of up to five years after the date of resignation for BERS TDA members. If a member resigns after attaining vested rights under the respective QPP, he or she may leave his or her account in the TDA Program.

Upon retirement, a member may elect to leave his or her entire balance in the plan, elect to withdraw all or a portion of the balance, or choose to take the balance in the form of an annuity that is calculated based on a statutory rate of interest and statutory mortality assumptions, which may differ from the pension funding assumptions.

The TDA Programs have several investment options broadly categorized as fixed return funds and variable return funds. Under the fixed return funds, accounts are credited with a statutory rate of interest, currently 7% for UFT members and 8.25% for all other members (the Statutory Rates). Deposits from members TDA Program accounts are used by the respective QPP to purchase investments; If earnings on the respective QPP are less than the amount credited to the TDA Program members accounts, then additional payments by the City to the respective QPP, as determined by the Actuary, may be required. If the earnings are higher, then lower payments by the City to the QPP may be required.

All investment securities held in the fixed return funds are owned and reported by the QPP. A payable due from the QPP equal to the aggregate original principal amounts contributed by TDA Program members to the fixed return funds, plus accrued interest at the statutory rate, less member withdrawals, is owned by the TDA Program. The balance of TDA Program fixed return funds held by the TRS QPP as of June 30, 2025 and 2024 were $37.7 billion and $35.5 billion, respectively, and interest paid on TDA Program fixed return funds by the TRS QPP for the years then ended were $2.5 billion and $2.4 billion, respectively. The balance of TDA Program fixed return funds held by the BERS QPP as of June 30, 2025 and 2024 are $2,944.8 million and $2,788.7 million, respectively, and interest paid on TDA Program fixed return funds by the BERS QPP for the years then ended were $239.5 million and $220.8 million, respectively. Under the variable return funds, members TDA Program accounts are adjusted for actual returns on the underlying investments of the specific fund selected. Members may switch all or a part of their TDA contributions between the fixed and variable return funds on a quarterly basis.

Contributions and Funding Policy

QPPs

The City s funding policy is to contribute actuarially required contributions (Actuarial Contributions). Actuarial Contributions for the NYCRS, determined by the Actuary in accordance with State statutes and City laws, are generally funded by the employers within the appropriate Fiscal Year. The Actuarial Contributions are determined under the One-Year Lag Methodology (OYLM). Under OYLM, the actuarial valuation date is used for calculating the Employer Contributions for the second following Fiscal Year. For example, the June 30, 2023 actuarial valuation was used for determining the Fiscal Year 2025 Actuarial Contributions. Actuarial Contributions are determined annually to be an amount that, together with member contributions and investment income, provides for QPP assets to be sufficient to pay benefits when due. The aggregate Actuarial Contributions due to each QPP from all participating employers for Fiscal Years 2025 and 2024 and the amount of the City s Actuarial and Actual contribution to each QPP for such fiscal years are as follows (in millions):

QPP	Fiscal Year 2025 Aggregate Actuarial Contribution	Fiscal Year 2025 City Actuarial/Actual Contribution	Fiscal Year 2024 Aggregate Actuarial Contribution	Fiscal Year 2024 City Actuarial/Actual Contribution
	(in millions)			
NYCERS	$ 3,953	$2,277	$ 3,572	$2,106
TRS	3,483	3,361	3,162	3,056
BERS	257	257	248	248
POLICE	2,475	2,475	2,360	2,360
FIRE	1,574	1,574	1,480	1,480
TOTAL	$11,742	$9,944	$10,822	$9,250

Member contributions are established by law and vary by QPP. In general, Tier I and Tier II member contribution rates are dependent upon the employee s age at membership and retirement plan election. In general, Tier III and Tier IV members make basic contributions of 3.0% of salary regardless of age at membership. Effective October 1, 2000, in accordance with Chapter 126 of the Laws of 2000, these members, except for certain Transit Authority employees, are not required to make basic contributions after the 10th anniversary of their membership date or completion of ten years of credited service, whichever is earlier. Effective December 2000, certain Transit Authority Tier III and Tier IV members make basic member contributions of 2.0% of salary in accordance with Chapter 10 of the Laws of 2000. Tier VI members contribute between 3.0% and 6.0% of salary, depending on salary level. Finally, certain special plan members of the NYCRS make additional member contributions.

VSFs

ACNY provides that the POLICE QPP and FIRE QPP transfer to their respective VSFs amounts equal to certain excess earnings on QPP equity investments, generally limited to the unfunded actuarial present value of accumulated plan benefits for each VSF. ACNY also provides that the NYCERS QPP transfer to COVSF a fraction of certain excess earnings on NYCERS QPP equity investments, such fraction reflecting the ratio of Uniformed Correction member salaries to the salaries of all active members of the NYCERS QPP. Any transfer of excess earnings to the COVSF is limited to the unfunded actuarial present value of accumulated plan benefits of the COVSF. In each case, the earnings to be transferred (or the appropriate fraction thereof in the case of COVSF) are the amount by which earnings on equity investments exceed what the earnings would have been had such funds been invested at a yield comparable to that available from fixed income securities, less any cumulative past deficiencies (Transferable Earnings).

In addition to the Transferable Earnings, under Chapter 3 of the Laws of 2013, should the assets of the POVSF or the PSOVSF be insufficient to pay annual benefits, the POLICE QPP is required to transfer amounts sufficient to make such benefit payments. Similarly, under Chapter 3 of the Laws of 2013, should the assets of the COVSF be insufficient to pay annual benefits beginning in Calendar Year 2019, the NYCERS QPP is required to transfer amounts sufficient to make such benefit payments. Additionally, under Chapter 583 of the Laws of 1989, should the assets of the FFVSF or the FOVSF be insufficient to pay annual benefits, the City is required to transfer amounts sufficient to make such benefit payments. Further, under Chapter 255 of the Laws of 2000, the NYCERS QPP is required to make transfers to TPOVSF, TPSOVSF, HPOVSF and HPSOVSF sufficient to meet their annual benefit payments.

For Fiscal Year 2025, there are Transferable Earnings from the NYCERS QPP to COVSF equal to $157.4 million. As a result of the unfunded actuarial present value of accumulated plan benefits being equal to $0, there are no Transferable Earnings from the POLICE QPP to POVSF and PSOVSF and from the FIRE QPP to FFVSF and FOVSF. Additionally, in Fiscal Year 2025, the NYCERS QPP made required transfers of $2.2 million, $2.0 million, $1.1 million, and $1.9 million to TPOVSF, TPSOVSF, HPOVSF, and HPSOVSF, respectively, to fund annual benefits.

For Fiscal Year 2024, there were Transferable Earnings from the NYCERS QPP to COVSF equal to $80.1 million and from the POLICE QPP to POVSF and PSOVSF equal to $162.1 million and $761.2 million, respectively. As a result of the unfunded actuarial present value of accumulated plan benefits being equal to $0, there were no Transferable Earnings from the FIRE QPP to FFVSF and FOVSF. For Fiscal Year 2024, the NYCERS QPP made required transfers of $3.0 million, $2.5 million, $1.5 million, and $2.2 million to TPOVSF, TPSOVSF, HPOVSF, and HPSOVSF, respectively, to fund annual benefits.

The annual employer contribution calculated in conjunction with the actuarial valuation for POLICE, FIRE and NYCERS includes the cost to pay for the VSF benefits.

TDA Programs

Contributions to the TDA Programs are made by the members only and are voluntary. Active members of the respective QPP are required to submit a salary reduction agreement and an enrollment request to make contributions. A participant may elect to exclude an amount of his or her compensation from current taxable income by contributing it to the TDA Programs. The maximum amount that can be contributed is determined annually by the IRS for each calendar year. Additionally, members can elect either a fixed or variable investment program for investment of their contributions.

No employer contributions are made to the TDA Programs. However, the TDA Programs offer a fixed return investment option as discussed above which could increase or decrease the City s contribution to the respective QPPs.

Net Pension Liability

The City s net pension liabilities for each of the QPPs reported at June 30, 2025 and June 30, 2024 were measured as of those fiscal year end dates. The total pension liabilities used to calculate those net pension liabilities were determined by actuarial valuations as of June 30, 2024 and June 30, 2023, respectively, and rolled forward to the respective fiscal year-end measurement dates. Information about the fiduciary net position of each QPP and additions to and deductions from each QPP s fiduciary net position has been determined on the same basis as they are reported by the respective QPP. For this purpose, benefits and refunds are recognized when due and payable in accordance with the terms of the respective qualified pension plan and investments are reported at fair value.

Actuarial Assumptions

The total pension liabilities in the June 30, 2024 and June 30, 2023 actuarial valuations were determined using the following actuarial assumptions, applied to all periods included in the measurement:

	June 30, 2024	June 30, 2023
Investment Rate of Return	*7.0% per annum, net of investment expenses (Actual Return for Variable Funds).*	*7.0% per annum, net of investment expenses (Actual Return for Variable Funds).*
Post-Retirement Mortality	*Tables adopted by the respective Boards of Trustees during Fiscal Year 2019. Applies mortality improvement scale MP-2020 published by the Society of Actuaries.*	*Tables adopted by the respective Boards of Trustees during Fiscal Year 2019. Applies mortality improvement scale MP-2020 published by the Society of Actuaries.*
Active Service: Withdrawal, Death, Disability, Retirement	*Tables adopted by the respective Boards of Trustees during Fiscal Year 2019. Applies mortality improvement scale MP-2020 published by the Society of Actuaries to active ordinary death mortality rates and pre-commencement mortality rates for deferred vesteds.*	*Tables adopted by the respective Boards of Trustees during Fiscal Year 2019. Applies mortality improvement scale MP-2020 published by the Society of Actuaries to active ordinary death mortality rates and pre-commencement mortality rates for deferred vesteds.*
Salary Increases[1]	*In general, Merit and Promotion increases, plus assumed General Wage Increases of 3.0% per year.*	*In general, Merit and Promotion increases, plus assumed General Wage Increases of 3.0% per year.*
Cost-of-Living Adjustments[1]	*1.5% per annum for AutoCOLA.* *2.5% per annum for Escalation.*	*1.5% per annum for AutoCOLA.* *2.5% per annum for Escalation.*

(1) *Developed assuming a long-term Consumer Price Inflation assumption of 2.5% per year.*

Pursuant to Section 96 of the New York City Charter, studies of the actuarial assumptions used to value liabilities of the five actuarially-funded NYCRS are conducted every two years.

In accordance with the ACCNY and with appropriate practice, the Boards of Trustees of the five actuarially-funded NYCRS are to periodically review and adopt actuarial assumptions as proposed by the Actuary for use in the determination of Employer Contributions.

Bolton, Inc. published their study in June 2019. They analyzed the experience for the 4-year and 10-year periods ended June 30, 2017, and made recommendations with respect to the actuarial assumptions and methods based on their analysis. Based, in part, on these recommendations, the Actuary proposed new assumptions and methods for use in determining Employer Contributions for Fiscal Years beginning on and after July 1, 2018. These assumptions and methods have been adopted by the Board of Trustees during Fiscal Year 2019. These assumptions and methods were revised in Fiscal Year 2021 and collectively, this current set of assumptions is known as the Revised 2021 A&M.

Milliman subsequently published their study in January 2025.

The long-term expected rate of return for each of the pension funds is 7.0% per annum. This is based upon weighted expected real arithmetic rates of return (RROR) ranging from 4.9% to 6.2% and a long-term Consumer Price Inflation assumption of 2.5% offset by investment related expenses. The target asset allocation of each of the funds and the expected RROR for each of the asset classes are summarized in the following tables:

	NYCERS	
Asset Class	Target Asset Allocation	Long-Term Expected RROR
U.S. Public Market Equities	23.5%	6.7%
Developed Public Market Equities	11.6%	7.1%
Emerging Public Market Equities	4.9%	8.3%
Fixed Income	31.0%	3.0%
Private Equity	10.0%	11.2%
Private Real Estate	8.0%	7.0%
Infrastructure	4.5%	6.3%
Opportunistic Fixed Income	6.5%	8.3%
Total	100.0%	

Asset Class	TRS Target Asset Allocation	TRS Long-Term Expected RROR
U.S. Public Market Equities	24.0%	4.7%
Developed Public Market Equities	12.1%	5.4%
Emerging Public Market Equities	4.9%	6.3%
Fixed Income	30.0%	2.4%
Private Equity	10.0%	9.5%
Private Real Estate	8.0%	7.8%
Infrastructure	5.0%	7.3%
Opportunistic Fixed Income	6.0%	4.7%
Total	100.0%	

Asset Class	BERS Target Asset Allocation	BERS Long-Term Expected RROR
U.S. Public Market Equities	34.0%	5.8%
Developed Public Market Equities	9.0%	5.9%
Emerging Public Market Equities	4.0%	7.1%
Fixed Income	28.0%	2.1%
Private Equity	8.0%	9.3%
Private Real Estate	8.0%	3.3%
Infrastructure	4.0%	5.8%
Opportunistic Fixed Income	5.0%	5.8%
Total	100.0%	

Asset Class	POLICE Target Asset Allocation	POLICE Long-Term Expected RROR
U.S. Public Market Equities	26.0%	4.9%
Developed Public Market Equities	6.5%	5.5%
Emerging Public Market Equities	3.0%	7.2%
Fixed Income	29.5%	3.1%
Private Equity	10.0%	9.1%
Private Real Estate	7.0%	5.5%
Infrastructure	4.0%	8.2%
Hedge Funds	7.0%	4.3%
Opportunistic Fixed Income	7.0%	5.9%
Total	100.0%	

Asset Class	FIRE Target Asset Allocation	FIRE Long-Term Expected RROR
U.S. Public Market Equities	24.5%	5.6%
Developed Public Market Equities	9.0%	7.0%
Emerging Public Market Equities	6.0%	9.2%
Fixed Income	26.5%	3.3%
Private Equity	12.0%	10.3%
Private Real Estate	7.0%	4.7%
Infrastructure	5.0%	5.3%
Hedge Funds	4.0%	4.3%
Opportunistic Fixed Income	6.0%	3.5%
Total	100.0%	

Discount Rate

The discount rate used to measure the total pension liability of each QPP as of June 30, 2025 and June 30, 2024 was 7.0%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the rates applicable to the current tier for each member and that employer contributions will be made based on rates determined by the Actuary. Based on those assumptions, each QPP s fiduciary net position was projected to be available to make all projected future benefit payments of current active and non-active QPP members. Therefore, the long-term expected rate of return on QPP investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Net Pension Liability-POLICE and FIRE

Changes in the City s net pension liability for POLICE and FIRE for the Fiscal Years ended June 30, 2025 and June 30, 2024 are as follows:

	POLICE			FIRE		
	Total Pension Liability	**Plan Fiduciary Net Position**	**Net Pension Liability**	**Total Pension Liability**	**Plan Fiduciary Net Position**	**Net Pension Liability**
	(in millions)					
Balances at June 30, 2023	$63,527	$54,480	$ 9,047	$26,701	$19,439	$ 7,262
Changes for the Year 2024:						
Service Cost	1,408		1,408	602		602
Interest	4,400		4,400	1,846		1,846
Changes of Benefit Terms	136		136	71		71
Differences b/t Expected and Actual Experience	579		579	454		454
Changes of Assumptions						
Contributions Employer		2,360	(2,360)		1,481	(1,481)
Contributions Employee		369	(369)		149	(149)
Net Investment Income		5,825	(5,825)		1,877	(1,877)
Benefit Payments	(4,244)	(4,244)		(1,851)	(1,851)	
Administrative Expenses		(34)	34		(11)	11
Other Changes		3	(3)		2	(2)
Net Changes	$ 2,279	$ 4,279	$ (2,000)	$ 1,122	$ 1,647	$ (525)
Balances at June 30, 2024	$65,806	$58,759	$ 7,047	$27,823	$21,086	$ 6,737
Changes for the Year 2025:						
Service Cost	1,472		1,472	617		617
Interest	4,550		4,550	1,922		1,922
Changes of Benefit Terms	76		76			
Differences b/t Expected and Actual Experience	430		430	471		471
Changes of Assumptions						
Contributions Employer		2,475	(2,475)		1,576	(1,576)
Contributions Employee		298	(298)		134	(134)
Net Investment Income		5,543	(5,543)		2,098	(2,098)
Benefit Payments	(4,646)	(4,646)		(1,984)	(1,984)	
Administrative Expenses		(32)	32		(12)	12
Other Changes		3	(3)		4	(4)
Net Changes	$ 1,882	$ 3,641	$(1,759)	$ 1,026	$ 1,816	$ (790)
Balances at June 30, 2025	$67,688	$62,400	$ 5,288	$28,849	$22,902	$5,947

The following table presents the City s net pension liability for POLICE and FIRE calculated using the discount rate of 7.0%, as well as what the City s net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0%) or 1-percentage-point higher (8.0%) than the current rate:

	Fiscal Year 2025			Fiscal Year 2024		
	1% Decrease (6.0%)	**Current Discount Rate (7.0%)**	**1% Increase (8.0%)**	**1% Decrease (6.0%)**	**Current Discount Rate (7.0%)**	**1% Increase (8.0%)**
	(in millions)					
POLICE	$13,063	$5,288	$(1,190)	$14,581	$7,047	$ 768
FIRE	9,179	5,947	3,228	9,858	6,737	4,113

City Proportion of Net Pension Liability-NYCERS, TRS and BERS (Excluding TDAs)

The following table presents the City s proportionate share of the net pension liability of NYCERS, TRS and BERS at June 30, 2025 and June 30, 2024, and the proportion percentage of the aggregate net pension liability allocated to the City:

	Fiscal Year 2025			Fiscal Year 2024		
	NYCERS	TRS	BERS	NYCERS	TRS	BERS
	(in millions, except for %)					
City s Proportion of the Net Pension Liability	57.60%	96.50%	99.96%	58.96%	96.65%	99.96%
City s Proportionate Share of the Net Pension Liability	$7,652	$8,369	$(190)	$9,697	$12,006	$180

The City s proportion of the respective net pension liability was based on actual required contributions of each of the participating employers.

The following table presents the City s proportionate share of net pension liability for NYCERS, TRS, and BERS calculated using the discount rate of 7.0%, as well as what the City s proportionate share of the respective net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0%) or 1-percentage-point higher (8.0%) than the current rate:

	Fiscal Year 2025			Fiscal Year 2024		
QPPs	1% Decrease (6.0%)	Current Discount Rate (7.0%)	1% Increase (8.0%)	1% Decrease (6.0%)	Current Discount Rate (7.0%)	1% Increase (8.0%)
	(in millions)					
NYCERS	$14,494	$7,652	$ 1,884	$16,467	$ 9,697	$3,979
TRS	25,494	8,369	(1,335)	28,181	12,006	3,053
BERS	1,357	(190)	(1,388)	1,646	180	(854)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Pension expense recognized by the City for the Fiscal Years ended June 30, 2025 and June 30, 2024 related to the NYCRS are as follows:

NYCRS	2025	2024
	(in millions)	
NYCERS	$1,395	$2,272
TRS	1,923	2,581
BERS	86	129
POLICE	1,336	1,911
FIRE	1,013	1,273
TOTAL	$5,753	$8,166

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Deferred outflows of resources and deferred inflows of resources by source reported by the City at June 30, 2025 and June 30, 2024 for each NYCRS are as follows:

Fiscal Year 2025

	NYCERS		TRS		BERS		POLICE	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
	(in thousands)							
Differences between expected and actual experience	$1,193,198	$ 15,085	$2,264,653	$ 422,391	$420,023	$ 21,183	$969,954	$
Changes of assumptions		38,460		211,922		120		
Net difference between projected and actual earnings on pension plan investments		662,422		6,354,727		500,995		1,091,037
Changes in proportion and differences between City contributions and proportionate share of contributions (cost-sharing plans)	(108,388)	(25,570)	(71,955)	(5,406)	15	12		
Total	$1,084,810	$ 690,397	$2,192,698	$6,983,634	$420,038	$522,310	$969,954	$1,091,037

Fiscal Year 2024

	NYCERS		TRS		BERS		POLICE	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
	(in thousands)							
Differences between expected and actual experience	$1,366,951	$ 30,288	$1,879,862	$ 880,628	$439,502	$ 35,072	$1,021,185	$
Changes of assumptions		86,199		354,441		266	25,573	
Net difference between projected and actual earnings on pension plan investments	126,465			3,224,875		306,358		547,542
Changes in proportion and differences between City contributions and proportionate share of contributions (cost-sharing plans)	195,047	14,186	(74,560)	(4,792)	(22)	11		
Total	$1,688,463	$130,673	$1,805,302	$4,455,152	$439,480	$341,707	$1,046,758	$547,542

	Fiscal Year 2025			
	FIRE		TOTAL	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
	(in thousands)			
Differences between expected and actual experience	$841,349	$ 1,991	$5,689,177	$ 460,650
Changes of assumptions	8,188		8,188	250,502
Net difference between projected and actual earnings on pension plan investments		289,826		8,899,007
Changes in proportion and differences between City contributions and proportionate share of contributions (cost-sharing plans)			(180,328)	(30,964)
Total	$849,537	$291,817	$5,517,037	$9,579,195

	Fiscal Year 2024			
	FIRE		TOTAL	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
	(in thousands)			
Differences between expected and actual experience	$658,304	$7,095	$5,365,804	$ 953,083
Changes of assumptions	29,182		54,755	440,906
Net difference between projected and actual earnings on pension plan investments	104,740		231,205	4,078,775
Changes in proportion and differences between City contributions and proportionate share of contributions (cost-sharing plans)			120,465	9,405
Total	$792,226	$7,095	$5,772,229	$5,482,169

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions at June 30, 2025 will be recognized in pension expense as follows:

	NYCERS	TRS	BERS	POLICE	FIRE	TOTAL
			(in thousands)			
Year ending June 30,						
2026	$1,226,596	$ 68,725	$ 141,796	$1,213,471	$612,517	$3,263,105
2027	(319,421)	(2,544,976)	(114,808)	(566,490)	(14,159)	(3,559,854)
2028	(327,768)	(1,972,071)	(53,580)	(533,064)	(42,402)	(2,928,885)
2029	(201,194)	(879,579)	(75,680)	(235,000)	(18,074)	(1,409,527)
2030	16,200	418,720			19,838	454,758
Thereafter		118,245				118,245
Total	$ 394,413	$(4,790,936)	$(102,272)	$ (121,083)	$557,720	$(4,062,158)

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THE NEW YORK PUBLIC

The City of New York

Annual Comprehensive Financial Report of the Comptroller

Part II-B

REQUIRED SUPPLEMENTARY INFORMATION (Unaudited)

The pension and other postemployment benefit plan schedules in the required supplementary information are intended to show information for ten years. Additional years information will be displayed as it becomes available.

Fiscal Years Ended June 30, 2025 and 2024

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A. Schedule of Changes in City s Net Pension Liability and Related Ratios for POLICE at June 30,

	2025	2024	2023	2022	2021
1. Total Pension Liability					
a. Service Cost	$ 1,472,376,639	$ 1,408,225,578	$ 1,418,720,101	$ 1,431,720,079	$ 1,473,815,656
b. Interest	4,549,603,747	4,399,427,148	4,257,712,941	4,120,230,291	3,980,110,444
c. Changes of Benefit Terms	76,088,471	136,360,682	62,622,008		
d. Differences b/t Expected and Actual Experience	430,444,897	578,796,759	563,620,501	473,140,931	275,949,731
e. Change of Assumptions					136,758,940
f. Benefit Payments	(4,645,757,000)	(4,244,175,000)	(4,290,430,000)	(3,813,713,000)	(3,831,639,000)
g. Net Changes	1,882,756,754	2,278,635,167	2,012,245,551	2,211,378,301	2,034,995,771
2. Total Pension Liability Beginning	65,805,684,013	63,527,048,846	61,514,803,295	59,303,424,994	57,268,429,223
3. Total Pension Liability Ending	67,688,440,767	65,805,684,013	63,527,048,846	61,514,803,295	59,303,424,994
4. Plan Fiduciary Net Position					
a. Contributions Employer	2,475,228,000	2,359,792,000	2,333,707,000	2,490,134,000	2,437,728,000
b. Contributions Employee	298,323,000	369,480,000	267,720,000	281,185,000	255,789,000
c. Net Investment Income	5,543,245,000	5,824,373,000	4,396,487,000	(4,405,904,000)	11,961,703,000
d. Benefit Payments	(4,645,757,000)	(4,244,175,000)	(4,290,430,000)	(3,813,713,000)	(3,831,639,000)
e. Administrative Expenses	(32,244,000)	(34,187,000)	(30,348,000)	(24,301,000)	(24,925,000)
f. Other Changes	3,087,000	3,389,000	4,458,000	5,301,000	4,458,000
g. Net Changes	3,641,882,000	4,278,672,000	2,681,594,000	(5,467,298,000)	10,803,114,000
5. Plan Fiduciary Net Position Beginning	58,758,938,000	54,480,266,000	51,798,672,000	57,265,970,000	46,462,856,000
6. Plan Fiduciary Net Position Ending	62,400,820,000	58,758,938,000	54,480,266,000	51,798,672,000	57,265,970,000
7. POLICE Net Pension Liability	$ 5,287,620,767	$ 7,046,746,013	$ 9,046,782,846	$ 9,716,131,295	$ 2,037,454,994
8. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	92.2%	89.3%	85.8%	84.2%	96.6%
9. Covered Payroll[1]	$ 4,556,713,572	$ 4,345,602,880	$ 4,316,368,272	$ 4,262,625,521	$ 4,299,648,848
10. POLICE Net Pension Liability as a Percentage of Covered Payroll	116.0%	162.2%	209.6%	227.9%	47.4%

[1] Projected payroll at time 1.0 under previous roll-forward methodology through 2018. Actual payroll at valuation date (time = 0) beginning in 2019.

A. Schedule of Changes in City s Net Pension Liability and Related Ratios for POLICE at June 30, (Cont.)

	2020	2019	2018	2017	2016
1. Total Pension Liability					
a. Service Cost	$ 1,483,109,352	$ 1,498,909,863	$ 1,386,278,934	$ 1,320,416,462	$ 1,340,614,909
b. Interest	3,833,636,348	3,782,996,761	3,649,115,174	3,524,331,362	3,441,398,429
c. Changes of Benefit Terms			104,671,094		
d. Differences b/t Expected and Actual Experience	441,654,144	(818,966,821)	(144,119,939)	(645,248,116)	233,461,664
e. Change of Assumptions		(342,401,789)			794,679,950
f. Benefit Payments	(3,487,402,000)	(3,278,745,000)	(3,193,553,000)	(2,987,000,000)	(2,878,451,000)
g. Net Changes	2,270,997,844	841,793,014	1,802,392,263	1,212,499,708	2,931,703,952
2. Total Pension Liability Beginning	54,997,431,379	54,155,638,365	52,353,246,102	51,140,746,394	48,209,042,442
3. Total Pension Liability Ending	57,268,429,223	54,997,431,379	54,155,638,365	52,353,246,102	51,140,746,394
4. Plan Fiduciary Net Position					
a. Contributions Employer	2,458,907,000	2,558,256,000	2,415,153,000	2,293,840,000	2,393,940,000
b. Contributions Employee	280,129,000	278,087,000	267,031,000	276,301,000	249,921,000
c. Net Investment Income	2,038,305,000	2,861,544,000	3,964,010,000	4,286,894,000	403,534,000
d. Benefit Payments	(3,487,402,000)	(3,278,745,000)	(3,193,553,000)	(2,987,000,000)	(2,878,451,000)
e. Administrative Expenses	(26,803,000)	(29,005,000)	(21,146,000)	(18,917,000)	(18,478,000)
f. Other Changes	6,541,000	4,183,000	3,465,000	10,507,000	6,756,000
g. Net Changes	1,269,677,000	2,394,320,000	3,434,960,000	3,861,625,000	157,222,000
5. Plan Fiduciary Net Position Beginning	45,193,179,000	42,798,859,000	39,363,899,000	35,502,274,000	35,345,052,000
6. Plan Fiduciary Net Position Ending	46,462,856,000	45,193,179,000	42,798,859,000	39,363,899,000	35,502,274,000
7. POLICE Net Pension Liability	$10,805,573,223	$ 9,804,252,379	$11,356,779,365	$12,989,347,102	$15,638,472,394
8. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	81.1%	82.2%	79.0%	75.2%	69.4%
9. Covered Payroll[1]	$ 4,244,806,289	$ 4,047,772,414	$ 3,673,054,287	$ 3,509,985,075	$ 3,540,326,198
10. POLICE Net Pension Liability as a Percentage of Covered Payroll	254.6%	242.2%	309.2%	370.1%	441.7%

B. Schedule of Changes in City s Net Pension Liability and Related Ratios for FIRE at June 30,

	2025	2024	2023	2022	2021
1. Total Pension Liability					
a. Service Cost	$ 616,688,228	$ 601,573,243	$ 592,612,807	$ 586,319,415	$ 570,829,158
b. Interest	1,922,558,157	1,847,485,840	1,781,262,396	1,726,200,591	1,672,680,868
c. Changes of Benefit Terms		70,934,160	36,205,947		
d. Differences b/t Expected and Actual Experience	470,710,353	453,979,292	340,357,109	165,148,630	(27,513,079)
e. Change of Assumptions					113,160,630
f. Benefit Payments	(1,984,076,000)	(1,851,412,000)	(1,776,549,000)	(1,620,806,000)	(1,540,705,000)
g. Net Changes	1,025,880,738	1,122,560,535	973,889,259	856,862,636	788,452,577
2. Total Pension Liability Beginning	27,823,743,379	26,701,182,844	25,727,293,585	24,870,430,949	24,081,978,372
3. Total Pension Liability Ending	28,849,624,117	27,823,743,379	26,701,182,844	25,727,293,585	24,870,430,949
4. Plan Fiduciary Net Position					
a. Contributions Employer	1,575,890,000	1,481,438,000	1,423,679,000	1,446,992,000	1,436,977,000
b. Contributions Employee	133,583,000	148,853,000	118,264,000	134,469,000	112,566,000
c. Net Investment Income	2,099,058,000	1,877,757,000	1,427,950,000	(1,582,857,000)	3,963,257,000
d. Benefit Payments	(1,984,076,000)	(1,851,412,000)	(1,776,549,000)	(1,620,806,000)	(1,540,705,000)
e. Administrative Expenses	(12,161,000)	(11,214,000)	(13,020,000)	(12,711,000)	(10,345,000)
f. Other Changes	4,299,000	2,106,000	838,000	953,000	758,000
g. Net Changes	1,816,593,000	1,647,528,000	1,181,162,000	(1,633,960,000)	3,962,508,000
5. Plan Fiduciary Net Position Beginning	21,086,328,000	19,438,800,000	18,257,638,000	19,891,598,000	15,929,090,000
6. Plan Fiduciary Net Position Ending	22,902,921,000	21,086,328,000	19,438,800,000	18,257,638,000	19,891,598,000
7. FIRE Net Pension Liability	$ 5,946,703,117	$ 6,737,415,379	$ 7,262,382,844	$ 7,469,655,585	$ 4,978,832,949
8. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	79.4%	75.8%	72.8%	71.0%	80.0%
9. Covered Payroll[1]	$ 1,531,396,757	$ 1,494,537,065	$ 1,438,282,242	$ 1,401,377,517	$ 1,348,006,398
10. FIRE Net Pension Liability as a Percentage of Covered Payroll	388.3%	450.8%	504.9%	533.0%	369.3%

[1] Projected payroll at time 1.0 under previous roll-forward methodology through 2018. Actual payroll at valuation date (time = 0) beginning in 2019.

B. Schedule of Changes in City s Net Pension Liability and Related Ratios for FIRE at June 30, (Cont.)

	2020	2019	2018	2017	2016
1. Total Pension Liability					
a. Service Cost	$ 572,654,633	$ 484,827,782	$ 436,368,702	$ 432,482,302	$ 431,267,723
b. Interest	1,616,535,939	1,523,611,014	1,484,608,815	1,438,804,602	1,395,735,250
c. Changes of Benefit Terms			11,602,422		
d. Differences b/t Expected and Actual Experience	143,725,611	140,780,365	124,635,710	134,478,099	323,609,267
e. Change of Assumptions		571,767,848			405,497,988
f. Benefit Payments	(1,517,723,000)	(1,446,114,000)	(1,379,533,000)	(1,335,343,000)	(1,359,095,000)
g. Net Changes	815,193,183	1,274,873,009	677,682,649	670,422,003	1,197,015,228
2. Total Pension Liability Beginning	23,266,785,189	21,991,912,180	21,314,229,531	20,643,807,528	19,446,792,300
3. Total Pension Liability Ending	24,081,978,372	23,266,785,189	21,991,912,180	21,314,229,531	20,643,807,528
4. Plan Fiduciary Net Position					
a. Contributions Employer	1,419,270,000	1,398,565,000	1,200,417,000	1,061,170,000	1,054,478,000
b. Contributions Employee	106,821,000	108,015,000	108,338,000	108,368,000	116,619,000
c. Net Investment Income	718,739,000	982,348,000	1,249,731,000	1,371,721,000	203,104,000
d. Benefit Payments	(1,517,723,000)	(1,446,114,000)	(1,379,533,000)	(1,335,343,000)	(1,359,095,000)
e. Administrative Expenses	(9,131,000)	(9,861,000)	(6,412,000)		
f. Other Changes	2,842,000	2,057,000	9,411,000	47,284,000	43,673,000
g. Net Changes	720,818,000	1,035,010,000	1,181,952,000	1,253,200,000	58,779,000
5. Plan Fiduciary Net Position Beginning	15,208,272,000	14,173,262,000	12,991,310,000	11,738,110,000	11,679,331,000
6. Plan Fiduciary Net Position Ending	15,929,090,000	15,208,272,000	14,173,262,000	12,991,310,000	11,738,110,000
7. FIRE Net Pension Liability	$ 8,152,888,372	$ 8,058,513,189	$ 7,818,650,180	$ 8,322,919,531	$ 8,905,697,528
8. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	66.1%	65.4%	64.4%	61.0%	56.9%
9. Covered Payroll[1]	$ 1,336,843,002	$ 1,302,871,992	$ 1,164,528,195	$ 1,145,919,396	$ 1,129,469,957
10. FIRE Net Pension Liability as a Percentage of Covered Payroll	609.9%	618.5%	671.4%	726.3%	788.5%

C. Schedule of City s Proportionate Share of Net Pension Liabilities of Cost-Sharing Multiple-Employer Pension Plans at June 30,

	2025	2024	2023	2022	2021
1. NYCERS					
a. City s Proportion of the Net Pension Liability	57.60%	58.96%	59.15%	59.58%	58.94%
b. City s Proportion share of the Net Pension Liability . .	$ 7,652.0	$ 9,697.0	$10,554.3	$10,786.4	$ 3,780.4
c. City s Covered Payroll	$ 9,041.1	$ 8,698.9	$ 8,454.2	$ 8,412.5	$ 8,436.8
d. City s Proportion share of the Net Pension Liability as a Percentage of it s Covered Payroll	84.64%	111.47%	124.84%	128.22%	44.81%
e. Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	87.66%	84.25%	82.22%	81.28%	93.14%
2. TRS					
a. City s Proportion of the Net Pension Liability	96.50%	96.65%	96.65%	96.88%	96.93%
b. City s Proportion share of the Net Pension Liability . .	$ 8,369.0	$12,006.0	$13,220.0	$14,253.0	$ 69.0
c. City s Covered Payroll	$12,594.8	$11,807.5	$11,444.2	$11,119.0	$10,863.8
d. City s Proportion share of the Net Pension Liability as a Percentage of it s Covered Payroll	66.45%	101.68%	115.52%	128.19%	0.64%
e. Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	90.44%	85.71%	83.24%	81.31%	99.91%
3. BERS					
a. City s Proportion of the Net Pension Liability	99.96%	99.96%	99.96%	99.95%	99.93%
b. City s Proportion share of the Net Pension Liability . .	$ (190.0)	$ 180.0	$ 73.0	$ 124.4	$ (1,267.3)
c. City s Covered Payroll	$ 1,466.0	$ 1,467.5	$ 1,426.7	$ 1,483.7	$ 1,476.0
d. City s Proportion share of the Net Pension Liability as a Percentage of it s Covered Payroll	(12.96%)	12.27%	5.12%	8.38%	(85.86%)
e. Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	102.56%	97.43%	98.83%	97.93%	121.96%

C. Schedule of City s Proportionate Share of Net Pension Liabilities of Cost-Sharing Multiple-Employer Pension Plans at June 30, (Cont.)

	2020	2019	2018	2017	2016
1. NYCERS					
a. City s Proportion of the Net Pension Liability	55.98%	55.47%	54.44%	54.33%	54.77%
b. City s Proportion share of the Net Pension Liability	$11,799.2	$10,274.3	$ 9,898.5	$11,281.7	$13,307.9
c. City s Covered Payroll	$ 8,203.9	$ 7,833.4	$ 6,729.9	$ 6,556.7	$ 6,462.2
d. City s Proportion share of the Net Pension Liability as a Percentage of it s Covered Payroll	143.82%	131.16%	147.08%	172.06%	205.93%
e. Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	76.93%	78.84%	78.82%	74.80%	69.57%
2. TRS					
a. City s Proportion of the Net Pension Liability	97.12%	97.22%	97.19%	97.62%	97.07%
b. City s Proportion share of the Net Pension Liability	$15,342.1	$14,929.0	$18,184.9	$22,674.0	$25,599.9
c. City s Covered Payroll	$10,572.4	$10,107.6	$ 8,961.5	$ 8,612.8	$ 8,039.3
d. City s Proportion share of the Net Pension Liability as a Percentage of it s Covered Payroll	145.11%	147.70%	202.92%	263.26%	318.43%
e. Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	78.97%	79.06%	74.45%	68.32%	62.33%
3. BERS					
a. City s Proportion of the Net Pension Liability	99.95%	99.98%	99.97%	99.96%	99.99%
b. City s Proportion share of the Net Pension Liability	$ 277.1	$ 274.2	$ 501.2	$ 973.4	$ 1,384.1
c. City s Covered Payroll	$ 1,352.7	$ 1,263.5	$ 1,101.6	$ 1,051.6	$ 1,007.5
d. City s Proportion share of the Net Pension Liability as a Percentage of it s Covered Payroll	20.48%	21.70%	45.50%	92.56%	137.38%
e. Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	94.92%	94.79%	90.31%	80.81%	71.17%

D. Schedule of City s Contributions for All Pension Plans for the Fiscal Years ended June 30,

	2025	2024	2023	2022	2021	2020	2019
					(in thousands except %)		
NYCERS							
Actuarially Determined Contribution ..	$ 2,276,891	$ 2,105,637	$ 2,044,824	$ 2,282,671	$ 2,217,956	$ 2,086,530	$ 2,049,222
Contributions in relation to the Actuarially Determined contribution	$ 2,276,891	$ 2,105,637	$ 2,044,824	$ 2,282,671	$ 2,217,956	$ 2,086,530	$ 2,049,222
Contribution deficiency (excess)							
Covered payroll	$ 9,041,097	$ 8,698,856	$ 8,454,187	$ 8,412,517	$ 8,436,814	$ 8,203,879	$ 7,833,362
Contributions as a percentage of covered payroll.	25.184%	24.206%	24.187%	27.134%	26.289%	25.433%	26.160%
TRS							
Actuarially Determined Contribution . .	$ 3,361,436	$ 3,055,957	$ 2,982,559	$ 3,200,858	$ 3,035,550	$ 3,487,379	$ 3,593,742
Contributions in relation to the Actuarially Determined contribution	$ 3,361,436	$ 3,055,957	$ 2,982,559	$ 3,200,858	$ 3,035,550	$ 3,487,379	$ 3,593,742
Contribution deficiency (excess)							
Covered payroll	$12,594,792	$11,807,476	$11,444,231	$11,118,967	$10,863,830	$10,572,449	$10,107,561
Contributions as a percentage of covered payroll.	26.689%	25.882%	26.062%	28.787%	27.942%	32.986%	35.555%
BERS							
Actuarially Determined Contribution . .	$ 256,621	$ 247,633	$ 233,452	$ 262,279	$ 182,855	$ 257,367	$ 269,594
Contributions in relation to the Actuarially Determined contribution	$ 256,621	$ 247,633	$ 233,452	$ 262,279	$ 182,855	$ 257,367	$ 269,594
Contribution deficiency (excess)							
Covered payroll	$ 1,465,955	$ 1,467,504	$ 1,426,694	$ 1,483,750	$ 1,476,030	$ 1,352,676	$ 1,263,450
Contributions as a percentage of covered payroll.	17.505%	16.874%	16.363%	17.677%	12.388%	19.027%	21.338%
POLICE							
Actuarially Determined Contribution . .	$ 2,475,228	$ 2,359,792	$ 2,333,707	$ 2,490,134	$ 2,437,728	$ 2,458,907	$ 2,558,256
Contributions in relation to the Actuarially Determined contribution	$ 2,475,228	$ 2,359,792	$ 2,333,707	$ 2,490,134	$ 2,437,728	$ 2,458,907	$ 2,558,256
Contribution deficiency (excess)							
Covered payroll	$ 4,556,714	$ 4,345,603	$ 4,316,368	$ 4,262,626	$ 4,299,649	$ 4,244,806	$ 4,047,772
Contributions as a percentage of covered payroll.	54.320%	54.303%	54.066%	58.418%	56.696%	57.927%	63.202%
FIRE							
Actuarially Determined Contribution . .	$ 1,574,396	$ 1,479,615	$ 1,423,601	$ 1,446,992	$ 1,436,977	$ 1,419,270	$ 1,398,565
Contributions in relation to the Actuarially Determined contribution	$ 1,574,396	$ 1,479,615	$ 1,423,601	$ 1,446,992	$ 1,436,977	$ 1,419,270	$ 1,398,565
Contribution deficiency (excess)							
Covered payroll	$ 1,531,397	$ 1,494,537	$ 1,438,282	$ 1,401,378	$ 1,348,006	$ 1,336,843	$ 1,302,872
Contributions as a percentage of covered payroll.	102.808%	99.002%	98.979%	103.255%	106.600%	106.166%	107.345%

D. Schedule of City s Contributions for All Pension Plans for the Fiscal Years ended June 30, (Cont.)

	2018	2017	2016
NYCERS			
Actuarially Determined Contribution ...	$1,838,554	$1,808,067	$1,843,323
Contributions in relation to the Actuarially Determined contribution	$1,838,554	$1,808,067	$1,843,323
Contribution deficiency (excess)			
Covered payroll	$6,729,880	$6,556,720	$6,462,231
Contributions as a percentage of covered payroll.	27.319%	27.576%	28.524%
TRS			
Actuarially Determined Contribution. .	$3,779,638	$3,795,657	$3,594,301
Contributions in relation to the Actuarially Determined contribution	$3,779,638	$3,795,657	$3,594,301
Contribution deficiency (excess)			
Covered payroll	$8,961,509	$8,612,809	$8,039,326
Contributions as a percentage of covered payroll.	42.176%	44.070%	44.709%
BERS			
Actuarially Determined Contribution. .	$ 318,540	$ 288,116	$ 265,497
Contributions in relation to the Actuarially Determined contribution	$ 318,540	$ 288,116	$ 265,497
Contribution deficiency (excess)			
Covered payroll	$1,101,553	$1,051,567	$1,007,499
Contributions as a percentage of covered payroll.	28.917%	27.399%	26.352%
POLICE			
Actuarially Determined Contribution. .	$2,415,153	$2,293,840	$2,393,940
Contributions in relation to the Actuarially Determined contribution	$2,415,153	$2,293,840	$2,393,940
Contribution deficiency (excess)			
Covered payroll	$3,673,054	$3,509,985	$3,540,326
Contributions as a percentage of covered payroll.	65.753%	65.352%	67.619%
FIRE			
Actuarially Determined Contribution . .	$1,200,417	$1,061,170	$1,054,478
Contributions in relation to the Actuarially Determined contribution	$1,200,417	$1,061,170	$1,054,478
Contribution deficiency (excess)			
Covered payroll	$1,164,528	$1,145,919	$1,129,470
Contributions as a percentage of covered payroll.	103.082%	92.604%	93.360%

Notes to Schedule D:

The above actuarially determined and contractually required contributions were developed using a One-Year Lag Methodology, under which the actuarial valuation determines the employer contribution for the second following fiscal year (e.g. Fiscal Year 2026 contributions were determined using an actuarial valuation as of June 30, 2024). The methods and assumptions used to determine the actuarially determined and contractually required contributions are as follows:

Fiscal Year	2026	2025	2024	2023	2022	2021	2020
Valuation Dates	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018
Actuarial cost method[1]	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age
Amortization method for Unfunded Accrued Liabilities (UAL):							
Initial 2010 UAL	Increasing Dollar Payments	Increasing Dollar Payments	Increasing Dollar Payments	Increasing Dollar Payments	Increasing Dollar Payments	Increasing Dollar Payments	Increasing Dollar Payments
Post-2010 UALs	Level Dollar Payments	Level Dollar Payments	Level Dollar Payments	Level Dollar Payments	Level Dollar Payments	Level Dollar Payments	Level Dollar Payments
Remaining amortization period:							
Initial 2010 UAL	8 Years (Closed)	9 Years (Closed)	10 Years (Closed)	11 Years (Closed)	12 Years (Closed)	13 Years (Closed)	14 Years (Closed)
2011 (G)/L	2 Years (Closed)	3 Years (Closed)	4 Years (Closed)	5 Years (Closed)	6 Years (Closed)	7 Years (Closed)	8 Years (Closed)
2012 (G)/L	3 Years (Closed)	4 Years (Closed)	5 Years (Closed)	6 Years (Closed)	7 Years (Closed)	8 Years (Closed)	9 Years (Closed)
2013 (G)/L	4 Years (Closed)	5 Years (Closed)	6 Years (Closed)	7 Years (Closed)	8 Years (Closed)	9 Years (Closed)	10 Years (Closed)
2014 (G)/L	5 Years (Closed)	6 Years (Closed)	7 Years (Closed)	8 Years (Closed)	9 Years (Closed)	10 Years (Closed)	11 Years (Closed)
2014 Assumption Change	10 Years (Closed)	11 Years (Closed)	12 Years (Closed)	13 Years (Closed)	14 Years (Closed)	15 Years (Closed)	16 Years (Closed)
2015 (G)/L	6 Years (Closed)	7 Years (Closed)	8 Years (Closed)	9 Years (Closed)	10 Years (Closed)	11 Years (Closed)	12 years (Closed)
2016 (G)/L	7 Years (Closed)	8 Years (Closed)	9 Years (Closed)	10 Years (Closed)	11 Years (Closed)	12 Years (Closed)	13 Years (Closed)
2017 (G)/L	8 Years (Closed)	9 Years (Closed)	10 Years (Closed)	11 Years (Closed)	12 Years (Closed)	13 Years (Closed)	14 Years (Closed)
2017 Assumption Change	13 Years (Closed)	14 Years (Closed)	15 Years (Closed)	16 Years (Closed)	17 Years (Closed)	18 Years (Closed)	19 Years (Closed)
2017 Method Change	13 Years (Closed)	14 Years (Closed)	15 Years (Closed)	16 Years (Closed)	17 Years (Closed)	18 Years (Closed)	19 Years (Closed)
2018 (G)/L	9 Years (Closed)	10 Years (Closed)	11 Years (Closed)	12 Years (Closed)	13 Years (Closed)	14 Years (Closed)	15 Years (Closed)
2019 (G)/L	10 Years (Closed)	11 Years (Closed)	12 Years (Closed)	13 Years (Closed)	14 Years (Closed)	15 Years (Closed)	NA
2019 Assumption Change	15 Years (Closed)	16 Years (Closed)	17 Years (Closed)	18 Years (Closed)	19 Years (Closed)	20 Years (Closed)	NA
2019 Method Change	15 Years (Closed)	16 Years (Closed)	17 Years (Closed)	18 Years (Closed)	19 Years (Closed)	20 Years (Closed)	NA
2020 (G)/L	11 Years (Closed)	12 Years (Closed)	13 Years (Closed)	14 Years (Closed)	15 Years (Closed)	NA	NA
2021 (G)/L	12 Years (Closed)	13 Years (Closed)	14 Years (Closed)	15 Years (Closed)	NA	NA	NA
2022 (G)/L	13 Years (Closed)	14 Years (Closed)	15 Years (Closed)	NA	NA	NA	NA
2023 (G)/L	14 Years (Closed)	15 Years (Closed)	NA	NA	NA	NA	NA
2023 Plan Change	Varies by System	NA	NA	NA	NA	NA	NA
2024 (G)/L	15 Years (Closed)	NA	NA	NA	NA	NA	NA
Actuarial Asset Valuation Method[2]	5-year moving average of fair value	5-year moving average of fair value	5-year moving average of fair value	5-year moving average of fair value	5-year moving average of fair value	5-year moving average of fair value	6-year moving average of fair value
Actuarial assumptions:							
Assumed rate of return[3]	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)
Post-retirement mortality[4]	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019

1 The Entry Age Normal Cost Method (EAN) of funding is utilized by the Actuary to calculate the contributions required of the Employer. Under this method, the Actuarial Present Value (APV) of Benefits (APVB) of each individual included in the actuarial valuation is allocated on a level basis over the earnings (or service) of the individual between entry age and assumed exit ages. The employer portion of this APV allocated to a valuation year is the Normal Cost. The portion of this APV not provided for at a valuation date by the APV of Future Normal Costs or future member contributions is the Accrued Liability (AL). The excess, if any, of the AL over the Actuarial Value of Assets (AVA) is the Unfunded Accrued Liability (UAL). Under this method, actuarial gains (losses), as they occur, reduce (increase) the UAL and are explicitly identified and amortized. Increases (decreases) in obligations due to benefit changes, actuarial assumption changes and/or actuarial method changes are also explicitly identified and amortized.

2 Market Value Restart as of June 30, 2019. The AVA is constrained to be no more than 20% from the Market Value of Assets.

Notes to Schedule D: (Cont.)

Fiscal Year	2019	2018	2017
Valuation Dates	June 30, 2017	June 30, 2016	June 30, 2015
Actuarial cost method[1]	Entry Age	Entry Age	Entry Age
Amortization method for Unfunded Accrued Liabilities (UAL):			
Initial 2010 UAL	Increasing Dollar Payments	Increasing Dollar Payments	Increasing Dollar Payments
Post-2010 UALs	Level Dollar Payments	Level Dollar Payments	Level Dollar Payments
Remaining amortization period:			
Initial 2010 UAL	15 Years (Closed)	16 Years (Closed)	17 Years (Closed)
2011 (G)/L	9 Years (Closed)	10 Years (Closed)	11 Years (Closed)
2012 (G)/L	10 Years (Closed)	11 Years (Closed)	12 Years (Closed)
2013 (G)/L	11 Years (Closed)	12 Years (Closed)	13 Years (Closed)
2014 (G)/L	12 Years (Closed)	13 Years (Closed)	14 Years (Closed)
2014 Assumption Change	17 Years (Closed)	18 Years (Closed)	19 Years (Closed)
2015 (G)/L	13 years (Closed)	14 years (Closed)	15 years (Closed)
2016 (G)/L	14 Years (Closed)	15 Years (Closed)	NA
2017 (G)/L	15 Years (Closed)	NA	NA
2017 Assumption Change	20 Years (Closed)	NA	NA
2017 Method Change	20 Years (Closed)	NA	NA
2018 (G)/L	NA	NA	NA
2019 (G)/L	NA	NA	NA
2019 Assumption Change	NA	NA	NA
2019 Method Change	NA	NA	NA
2020 (G)/L	NA	NA	NA
2021 (G)/L	NA	NA	NA
2022 (G)/L	NA	NA	NA
2023 (G)/L	NA	NA	NA
2023 Plan Change	NA	NA	NA
2024 (G)/L	NA	NA	NA
Actuarial Asset Valuation Method[2]	6-year moving average of fair value	6-year moving average of fair value	6-year moving average of fair value
Actuarial assumptions:			
Assumed rate of return[3]	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)	7.0% per annum, net of investment expenses (4.0% per annum for benefits payable under the variable annuity program for TRS and BERS)
Post-retirement mortality[4]	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2016	Tables adopted by Boards of Trustees during Fiscal Year 2016

[3] Developed assuming a long-term Consumer Price Inflation assumption of 2.5% per year.

[4] As of June 30, 2019, applied mortality improvement scale MP-2020 published by the Society of Actuaries to post-retirement mortality, active ordinary death mortality rates, and pre-commencement mortality rates for deferred vesteds. Prior to June 30, 2019, MP-2018 was applied to post-retirement mortality.

Notes to Schedule D: (Cont.)

Fiscal Year	2026	2025	2024	2023	2022	2021	2020
Active service: withdrawal, death, disability, service retirement[4]	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019	Tables adopted by Boards of Trustees during Fiscal Year 2019
Salary Increases[3]	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year
Cost-of-Living Adjustments[3]	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation

3 Developed assuming a long-term Consumer Price Inflation assumption of 2.5% per year.

4 As of June 30, 2019, applied mortality improvement scale MP-2020 published by the Society of Actuaries to post-retirement mortality, active ordinary death mortality rates, and pre-commencement mortality rates for deferred vesteds. Prior to June 30, 2019, MP-2018 was applied to post-retirement mortality.

Notes to Schedule D: (Cont.)

Fiscal Year	2019	2018	2017
Active service: withdrawal, death, disability, service retirement[4]	Tables adopted by Boards of Trustees during Fiscal Year 2012	Tables adopted by Boards of Trustees during Fiscal Year 2012	Tables adopted by Boards of Trustees during Fiscal Year 2012
Salary Increases[3]	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year	In general, Merit and Promotion Increases plus assumed General Wage Increases of 3.0% per year
Cost-of-Living Adjustments[3]	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation	1.5% per annum for AutoCOLA. 2.5% per annum for Escalation

E. Schedule of the Net OPEB Liability at June 30,

	2025	2024	2023	2022	2021
1. Total OPEB Liability					
a. Service Cost	$ 3,939,909,397	$ 3,909,768,918	$ 3,726,363,061	$ 6,252,924,365	$ 5,574,231,539
b. Interest	4,430,464,500	4,229,675,677	3,963,214,876	2,775,746,623	3,142,299,330
c. Differences in Actual Experience	(451,857,985)	(1,246,433,908)	(1,396,055,419)	(1,809,027,928)	220,744,272
d. Change of Assumptions	(5,494,882,701)	(219,480,447)	2,633,653,342	(31,086,237,440)	3,188,999,201
e. Benefit Payments	(4,060,474,502)	(3,704,781,404)	(3,492,197,300)	(3,430,789,509)	(3,183,940,823)
f. Other Changes					
g. Net Changes in Total OPEB Liability	**$ (1,636,841,291)**	**$ 2,968,748,836**	**$ 5,434,978,560**	**$ (27,297,383,889)**	**$ 8,942,333,519**
2. Total OPEB Liability Beginning	**$103,306,084,378**	**$100,337,335,542**	**$ 94,902,356,982**	**$122,199,740,871**	**$113,257,407,352**
3. Total OPEB Liability Ending	**$101,669,243,087**	**$103,306,084,378**	**$100,337,335,542**	**$ 94,902,356,981**	**$122,199,740,871**
4. Plan Fiduciary Net Position					
a. Contributions Employer	$ 4,063,311,077	$ 3,198,585,280	$ 3,282,286,594	$ 4,583,897,302	$ 3,600,386,859
b. Contributions Employee					
c. Net Investment Income	184,121,280	225,925,698	152,050,807	3,112,581	3,801,273
d. Benefit Payments	(4,060,474,502)	(3,704,781,404)	(3,492,197,300)	(3,430,789,509)	(3,183,940,823)
e. Administrative Expenses	(54,000)	(54,000)	(54,000)	(54,000)	(54,000)
f. Other Changes	(175,000)	(175,000)	(175,000)	(175,000)	(175,000)
g. Net Changes in Plan Fiduciary Net Position	**$ 186,728,855**	**$ (280,499,426)**	**$ (58,088,899)**	**$ 1,155,991,374**	**$ 420,018,309**
5. Plan Fiduciary Net Position Beginning	**$ 5,037,910,519**	**$ 5,318,409,945**	**$ 5,376,498,844**	**$ 4,220,507,470**	**$ 3,800,489,161**
6. Plan Fiduciary Net Position Ending	**$ 5,224,639,374**	**$ 5,037,910,519**	**$ 5,318,409,945**	**$ 5,376,498,844**	**$ 4,220,507,470**
7. Net OPEB Liability	**$ 96,444,603,713**	**$ 98,268,173,859**	**$ 95,018,925,597**	**$ 89,525,858,137**	**$117,979,233,401**
8. Plan Fiduciary Net Position as a Percentage of Total OPEB Liability	**5.1%**	**4.9%**	**5.3%**	**5.7%**	**3.5%**
9. Covered Employee Payroll	**$ 34,392,220,380**	**$ 32,313,944,638**	**$ 31,138,638,796**	**$ 28,974,273,294**	**$ 29,110,588,626**
10. Net OPEB Liability as a Percentage of Covered Employee Payroll	**280.4%**	**304.1%**	**305.1%**	**309.0%**	**405.3%**

E. Schedule of the Net OPEB Liability at June 30, (Cont.)

	2020	2019	2018	2017
1. Total OPEB Liability				
a. Service Cost	$ 5,293,736,382	$ 5,726,465,371	$ 4,861,692,657	$ 4,522,135,121
b. Interest	3,278,703,940	3,238,121,016	3,131,933,077	2,899,170,607
c. Differences in Actual Experience	(5,819,834,778)	9,363,503,239	2,295,728,531	520,672,737
d. Change of Assumptions	2,507,951,510	(6,280,596,177)	2,513,755,510	(10,978,714,816)
e. Benefit Payments	(3,014,860,319)	(2,839,899,082)	(2,617,669,829)	(2,425,375,364)
f. Other Changes	(1,457,899,183)			
g. Net Changes in Total OPEB Liability	**$ 787,797,552**	**$ 9,207,594,367**	**$ 10,185,439,946**	**$ (5,462,111,715)**
2. Total OPEB Liability Beginning	**$112,469,609,800**	**$103,262,015,433**	**$ 93,076,575,487**	**$98,538,687,202**
3. Total OPEB Liability Ending	**$113,257,407,352**	**$112,469,609,800**	**$103,262,015,433**	**$93,076,575,487**
4. Plan Fiduciary Net Position				
a. Contributions Employer	$ 2,059,853,571	$ 2,653,131,741	$ 2,681,645,593	$ 3,021,551,454
b. Contributions Employee				
c. Net Investment Income	76,119,735	100,740,410	48,093,613	21,515,588
d. Benefit Payments	(3,014,860,319)	(2,839,899,082)	(2,617,669,829)	(2,425,375,364)
e. Administrative Expenses		(46,110)	(43,105)	(41,100)
f. Other Changes	(175,000)	(175,000)	(130,323)	(78,516)
g. Net Changes in Plan Fiduciary Net Position	**$ (879,062,013)**	**$ (86,248,041)**	**$ 111,895,949**	**$ 617,572,062**
5. Plan Fiduciary Net Position Beginning	**$ 4,679,551,174**	**$ 4,765,799,215**	**$ 4,653,903,266**	**$ 4,036,331,204**
6. Plan Fiduciary Net Position Ending	**$ 3,800,489,161**	**$ 4,679,551,174**	**$ 4,765,799,215**	**$ 4,653,903,266**
7. Net OPEB Liability	**$109,456,918,191**	**$107,790,058,626**	**$ 98,496,216,218**	**$88,422,672,221**
8. Plan Fiduciary Net Position as a Percentage of Total OPEB Liability	**3.4%**	**4.2%**	**4.6%**	**5.0%**
9. Covered Employee Payroll	**$ 28,201,101,945**	**$ 27,760,352,747**	**$ 26,303,995,573**	**$25,180,497,465**
10. Net OPEB Liability as a Percentage of Covered Employee Payroll	**388.1%**	**388.3%**	**374.5%**	**351.2%**

Notes to Schedule E

Benefit changes: None

Assumption changes:

- The Pre-Medicare healthcare cost trend rates were updated to an initial trend rate of 8.50% for FY 2025, decreasing by 25 basis points annually until FY 2029, then decreasing by 50 basis points thereafter until an ultimate rate of 4.50% is reached in FY 2035.
- The Part B healthcare cost trend rates were updated to an initial trend rate of 8.00% for FY 2025, decreasing by 25 basis points annually to FY 2033, then decreasing by 50 basis points annually thereafter until an ultimate rate of 4.50% is reached in FY 2036.
- The Part B IRMAA load was updated to 12.5%
- The dependent child coverage period was updated for Police and Fire to 13 years.
- The Municipal Bond 20-year index was changed from the S&P Municipal Bond 20-Year High Grade Rate Index to the Bond Buyer s 20 Bond GO Index.
- The valuation discount rate as of June 30, 2025, was updated to 5.18% for benefits provided by the City and 5.20% for benefits provided by Component Units. The valuation discount rate as of June 30, 2024, was 4.21% for benefits provided by the City and 4.21% for benefits provided by Component Units.
- Certain per capita claims costs were updated based on recent experience.

Measure of payroll: Covered-employee payroll since the City s contributions are not based on a measure of pay.

Methods and Assumptions: The methods and assumptions in the OPEB valuation are as follows:

	2025	2024	2023	2022	2021
Valuation Date	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020
Measurement Date	June 30, 2025	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021
Actuarial Cost Method	Entry age normal	Entry age normal	Entry age normal	Entry age normal	Entry age normal
Discount Rate	5.18% - City 5.20% - Component Units	4.21% - City 4.21% - Component Units	4.13% - City 4.13% - Component Units	4.09% - City 4.09% - Component Units	2.19% - City 2.18% - Component Units
Post-retirement mortality	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation
Active service: withdrawal, death, disability, service retirement	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation
Long-term Expected Rate of Return	4.0%	4.0%	4.0%	4.0%	4.0%
General Wage Increases	3.0%	3.0%	3.0%	3.0%	3.0%
Consumer Price Index	2.5%	2.5%	2.5%	2.5%	2.5%

All additional actuarial assumptions used for determining the net OPEB liability are shown starting on page 12 of the Fiscal Year 2025 GASB 74/75 Report dated September 5, 2025. The Report is available at the Office of the Comptroller, Bureau of Accountancy-Room 200 South, 1 Centre Street, New York, New York 10007 and on the website of the New York City Office of the Actuary (www.nyc.gov/actuary).

Notes to Schedule E (Cont.)

	2020	2019	2018	2017
Valuation Date	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
Measurement Date	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017
Actuarial Cost Method	Entry age normal	Entry age normal	Entry age normal	Entry age normal
Discount Rate	2.68% - City 2.66% - Component Units	2.82% - City 2.79% - Component Units	3.01% - City 2.98% - Component Units	3.17% - City 3.13% - Component Units
Post-retirement mortality	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation
Active service: withdrawal, death, disability, service retirement	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation	Same as those used in the NYCRS pension actuarial valuation
Long-term Expected Rate of Return	4.0%	4.0%	4.0%	4.0%
General Wage Increases	3.0%	3.0%	3.0%	3.0%
Consumer Price Index	2.5%	2.5%	2.5%	2.5%

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THE CITY OF NEW YORK
ACFR Related Combining Schedules of Financial Information and Other Supplementary Information
For the year ended June 30, 2025

The accompanying basic financial statements of The City of New York ("The City") and related notes thereto, including all Required Supplementary Information ("RSI"), are as presented within The City's Annual Comprehensive Financial Report ("ACFR") for the fiscal year ended June 30, 2025. The City's ACFR, which contains additional information, is available on the City Comptroller's website at www.comptroller.nyc.gov or by request to: Office of the New York City Comptroller, Bureau of Accountancy - 1 Centre Street, Room 200 South, New York, New York 10007.

The City of New York

Single Audit Report

SUPPLEMENTARY INFORMATION - UNIFORM GUIDANCE REPORTING

Fiscal Year Ended June 30, 2025

THE CITY OF NEW YORK
Consolidated Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Agriculture						
Child Nutrition Cluster:						
School Breakfast Program	10.553	NYS ED	N/A	$ 111,292	$ —	$ —
National School Lunch Program	10.555	NYS ED	N/A	461,767	—	47,763
Summer Food Service Program for Children	10.559	NYS ED	N/A	25,483	—	—
	10.559	NYS DOH	C032609	139	—	—
Fresh Fruit and Vegetable Program	10.582	NYS ED	5R1458A 01, R13914	1,235	—	—
Total Child Nutrition Cluster				599,916	—	47,763
WIC Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	NYS DOH	C38221GG, C38222GG, C38228GG, C38229GG, C38230GG, C38283GG, C38300GG, C38295GG, C38290GG, C38288GG	14,443	—	60,590
Child and Adult Care Food Program	10.558	NYS DOH	CACFP 4316 6499	50,596	—	—
SNAP Cluster:						
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	Direct Federal		3,084	—	—
	10.561	NYS DOH	DOH01-C37402GG-3450000, C36060GG, C36059GG	2,449	—	—
	10.561	NYS OTDA	N/A	203,673	—	—
	10.561	NYS OCFS	1000036076	2,021	—	—
Total SNAP Cluster				211,227	—	—
Food Distribution Cluster - Commodity Supplemental Food Program	10.565	NYS DOH	C34842GG	540	—	—
Farm to School Grant Program	10.575	Direct Federal		73	—	—
Cooperative Forestry Assistance	10.664	Direct Federal		6,921	—	—
Wood Utilization Assistance	10.674	Direct Federal		113	—	—
Inflation Reduction Act Urban & Community Forestry Program	10.727	Direct Federal		842	—	—
Watershed Protection and Flood Prevention	10.904	USDA	NR222C31XXXXC006	770	770	—
Emergency Watershed Protection Program - Disaster Relief Appropriations Act	10.927	Direct Federal		4,023	—	—
Total U.S. Department of Agriculture				889,464	770	108,353
U.S. Department of Commerce						
Economic Development Cluster - Economic Adjustment Assistance	11.307	Direct Federal		8,137	—	—
Habitat Conservation	11.463	Direct Federal		179	—	—
Congressionally Identified Awards and Projects	11.469	Direct Federal		61	—	—
Total U.S. Department of Commerce				8,377	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

THE CITY OF NEW YORK
Consolidated Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Defense						
Procurement Technical Assistance for Business Firms	12.002	Direct Federal		$ 562	$ —	$ —
Total U.S. Department of Defense				562	—	—
U.S. Department of Housing and Urban Development						
Community Development Block Grant - PRO Housing Competition	14.023	Direct Federal		1,572	—	—
CDBG - Entitlement Grants Cluster:						
Community Development Block Grants/Entitlement Grants	14.218	Direct Federal		264,191	53,788	—
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	LMDC	SRA 10220, SRA 4345	1,008	—	—
	14.228	NYS HCR	NYCR-0199 4100CVPS18-21	663	183	
	14.228	Direct Federal		(1,025)	—	—
Emergency Solutions Grant Program	14.231	Direct Federal		26,422	119	—
Supportive Housing Program	14.235	Direct Federal		2,193	—	
Home Investment Partnerships Program	14.239	Direct Federal		161,526	—	—
Housing Opportunities for Persons with AIDS	14.241	Direct Federal		44,086	15,238	—
Section 8 Project-Based Cluster :						
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249	Direct Federal		4,720	—	—
Lower Income Housing Assistance Program - Section 8 Moderate Rehabilitation	14.856	Direct Federal		5,368	—	—
Total Section 8 Project-Based Cluster				10,088	—	—
Continuum of Care Program	14.267	Direct Federal		45,409	—	—
CDBG - Disaster Recovery Grants - Pub. L No. 113-2 Cluster:						
Hurricane Sandy Community Development Block Grant Disaster Recovery Grants (CDBG-DR)	14.269	Direct Federal		71,727	4,559	—
	14.269	NYS HCR	NYCR-0204, NYCR-0310	469	469	—
National Disaster Resilience Competition	14.272	Direct Federal		56,764	—	—
Total CDBG - Disaster Recovery Grants - Pub. L No. 113-2 Cluster				128,960	5,028	—
Youth Homeless System Improvement Grants	14.277	Direct Federal		176	—	—
Housing Voucher Cluster:						
Section 8 Housing Choice Vouchers	14.871	Direct Federal		750,437	—	—
COVID-19 Section 8 Housing Choice Vouchers	14.871	Direct Federal		2,569	—	—
Mainstream Vouchers	14.879	Direct Federal		2,520	—	—
Total Housing Voucher Cluster				755,526	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Family Self-Sufficiency Program	14.896	Direct Federal		$ 2,107	$ —	$ —
Lead Hazard Reduction Demonstration Grant Program	14.905	Direct Federal		1,665	—	—
Older Adults Home Modification Grant Program	14.921	Direct Federal		9	—	—
Total U.S. Department of Housing and Urban Development				1,444,576	74,356	—
U.S. Department of the Interior						
Save America's Treasures	15.929	Direct Federal		142	—	—
Total U.S. Department of the Interior				142	—	—
U.S. Department of Justice						
Law Enforcement Assistance Narcotics and Dangerous Drugs Training	16.004	Direct Federal		7,166	—	—
Missing Alzheimer's Disease Patient Assistance Program	16.015	Direct Federal		30	—	—
Prosecuting Cold Cases Using DNA	16.036	Direct Federal		370	—	—
Matthew Shepard and James Byrd, Jr. Hate Crimes Education, Investigation and Prosecution Program	16.040	Direct Federal		106	—	—
Forensics Training and Technical Assistance Program	16.044	Direct Federal		116	—	—
Law Enforcement Assistance-National Crime Information Center	16.304	Direct Federal		23	—	—
Services for Trafficking Victims	16.320	Direct Federal		261	—	—
Missing Children's Assistance	16.543	Direct Federal		690	—	—
Delinquency Prevention Program	16.548	Direct Federal		38	—	—
National Institute of Justice Research, Evaluation, and Development Project Grants	16.560	Direct Federal		424	—	—
Crime Victim Assistance	16.575	NYS OVS	OVS01-C11321GG-1080200, C11334GG, OVS01-C11354GG-1080200, C11317GG, C11318GG, C11319GG, C11320GG	2,716	—	—
Crime Victim Assistance/Discretionary Grants	16.582	Direct Federal		79	79	—
	16.582	NAVAA	24-1545, 15POVC-21-GK-00412-NONF, 15POVC-24-GK-01921-NONF, 25-1880	5	—	—
Violence Against Women Formula Grants	16.588	NYS DCJS	DCJ01-C00359GG-1090000, DCJ01-C00349GG-1090, DCJ01-C00315GG-1090, DCKD01-C0003-4GG-10900000, C00287GG, DCJ01-C00345GG-1090, DCJ01-C00315GG-10900,C00313GG	296	—	—
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	Direct Federal		408	—	—
	16.590	NYS DCJS	15JOVW-21-GK-04699-HOMI DC-J01-C00348GG-10900	60	15	—
Project Safe Neighborhoods	16.609	The Guifford Foundation	2022-PSN-015PBJA-22-GG00913-GUNP, 215PBJA-22-GG-00811-GUNP	245	—	—
Public Safety Partnership and Community Policing Grants	16.710	Direct Federal		4,822	—	—
PREA Program: Strategic Support for PREA Implementation	16.735	Direct Federal		108	—	—
Edward Byrne Memorial Justice Assistance Grant Program	16.738	Direct Federal		1,411	34	—
	16.738	NYS DCJS	JAG 2021 - (15PBJA-21-GG-01719-JAGX), 15PBJA-23-GG-03673-JAGX, 15PBJA-24-GG-05372-JAGX, 15PBJA-21-GG-01719-JAGX, 15PBJA-22-GG-02109-JAGX	2,987	2,462	—

** Denotes programs with R&D Cluster expenditures

(Continued)

THE CITY OF NEW YORK
Consolidated Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
DNA Backlog Reduction Program	16.741	Direct Federal		$ 1,503	$ —	$ —
	16.741	NYS DCJS	15PBJA-21-GG-04370-DNAX, 15PBJA-24-GG-02409-DNAX	132	—	—
Paul Coverdell Forensic Sciences Improvement Grant Program	16.742	Direct Federal		177	—	—
Economic, High-Tech, and Cyber Crime Prevention	16.752	Direct Federal		114	—	—
Congressionally Recommended Awards	16.753	Direct Federal		4,202	—	—
Postconviction Testing of DNA Evidence	16.820	Direct Federal		117	—	—
Smart Prosecution Initiative	16.825	Direct Federal		9	—	—
Swift, Certain, and Fair Supervision Program: Applying the Principles Behind Project HOPE	16.828	NYS DCJS	15PBJA-24-GG-01890-PRJH	86	71	—
Children of Incarcerated Parents	16.831	Direct Federal		383	—	—
National Sexual Assault Kit Initiative	16.833	Direct Federal		517	—	—
Body Worn Camera Policy and Implementation	16.835	Direct Federal		2,000	—	—
Comprehensive Opioid, Stimulant, and Other Substances Use Program	16.838	Direct Federal		296	—	—
STOP School Violence	16.839	NYS DCJS	R13914, 5R1485A	8	—	—
Opioid Affected Youth Initiative	16.842	Direct Federal		152	67	—
Equitable Sharing Program	16.922	Direct Federal		29,133	—	—
Total U.S. Department of Justice				61,190	2,728	—
U.S. Department of Labor						
Senior Community Service Employment Program	17.235	Direct Federal		1,180	—	—
	17.235	NYS OFA	C23016GG-1010000	2,836	—	—
Trade Adjustment Assistance	17.245	NYS DOL	TA386952255A36, 23A55TA00002	149	—	—
WIOA Cluster:						
WIOA Adult Program	17.258	NYS DOL	23A55AY000032, 24A55AY000060	28,970	—	—
WIOA Youth Activities	17.259	NYS DOL	23A55AY000032, 24A55AY000060	43,397	26,435	—
WIOA Dislocated Worker Formula Grants	17.278	NYS DOL	23A55AY000032, 24A55AY000060	28,894	—	—
Total WIOA Cluster				101,261	26,435	—
WIOA National Dislocated Worker Grants / WIA National Emergency Grants	17.277	NYS DOL	AA-38546-22-55-A-36	107	—	—
Total U.S. Department of Labor				105,533	26,435	—
U.S. Department of Transportation						
Highway Planning and Construction	20.205	Direct Federal		1,509	—	—
	20.205	NYS DOT	D01752, D041510, D40109, D033845, D035863, D035837, D040283, D040656, D040109, D033930, D035319, D033946, D035025, D035024, D035021, D035023, D034180, D040656, D040990, D040991, D036090, D041446, D041447, D040383, D035897, D041457, X501.34, X761.22, X550.45	118,074	48	—
	20.205	NYMTC	D000641 - UPWP SFY24-25; SFY25-26	1,581	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

THE CITY OF NEW YORK
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(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
FMCSA Cluster:						
Motor Carrier Safety Assistance High Priority Activities Grants and Cooperative Agreements	20.237	Direct Federal		$ 95	$ —	$ —
Federal Transit Cluster:						
Federal Transit - Capital Investment Grants	20.500	Direct Federal		28	—	—
COVID-19 Federal Transit - Formula Grants	20.507	Direct Federal		49,470	—	—
Federal Transit - Formula Grants	20.507	Direct Federal		19,254	—	—
Total Federal Transit Cluster				68,752	—	—
Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research	20.505	Direct Federal		206	—	—
	20.505	NYMTC	D000641 - UPWP SFY24-25; SFY25-26 C040364	3,144	—	—
Paul S. Sarbanes Transit in the Parks	20.520	Direct Federal		1	—	—
Public Transportation Emergency Relief Program	20.527	Direct Federal		2,221	—	—
Highway Safety Cluster - State and Community Highway Safety	20.600	NYS GTSC	N/A	769	—	—
Pipeline Emergency Response Grant (PERG)	20.706	DHSES	HE23-1007-D00	12	—	—
National Infrastructure Investments	20.933	NYS DOT	RAISE 693JJ32340001, RAISE 693JJ32340001	1,686	—	—
	20.933	Direct Federal		230	—	—
Reconnecting Communities Pilot (RCP) Discretionary Grant Program	20.940	NYS DOT	693JJ32540421	7	—	—
Total U.S. Department of Transportation				198,287	48	—
U.S. Treasury						
Equitable Sharing	21.016	Direct Federal		16,216	—	—
Social Impact Partnerships to Pay for Results Act	21.017	Direct Federal		376	—	—
COVID-19 Coronavirus Relief Fund	21.019	Direct Federal		611	—	—
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Direct Federal		549,627	—	—
Total U.S. Treasury				566,830	—	—
U.S. Equal Employment Opportunity Commission						
Employment Discrimination - State and Local Fair Employment Practices Agency Contracts	30.002	Direct Federal		1,860	—	—
Total U.S. Equal Employment Opportunity Commission				1,860	—	—
Federal Communications Commission						
COVID-19 Emergency Connectivity Fund Program	32.009	Direct Federal		24,433	—	—
Total Federal Communications Commission				24,433	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
National Endowment for the Arts						
Promotion of the Arts Grants to Organizations and Individuals	45.024	Direct Federal		$ 30	$ —	$ —
Total National Endowment for the Arts				30	—	—
National Science Foundation						
Congressional Grants	59.059	Direct Federal		1,159	—	—
Total National Science Foundation				1,159	—	—
U.S. Department of Veterans Affairs						
VA Homeless Providers Grant and Per Diem Program	64.024	Direct Federal		2,110	—	—
Total U.S. Department of Veterans Affairs				2,110	—	—
U.S. Environmental Protection Agency						
Climate Pollution Reduction Grants	66.046	Direct Federal		385	—	—
Geographic Programs - Long Island Sound Program	66.437	Direct Federal		457	—	—
	66.437	US EPA	5R1408A, R13914	33	—	—
Clean Water State Revolving Fund Cluster:						
Clean Water State Revolving Fund	66.458	NYS EFC	CS - 36000120	132,344	—	—
Regional Wetland Program Development Grants**	66.461	Direct Federal		129	—	—
National Wetland Program Development Grants and Five-Star Restoration Training Grant	66.462	Direct Federal		48	—	—
Beach Monitoring and Notification Program Implementation Grants	66.472	NYS DOH	DOH01-C37061GG-3450000	65	—	—
Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	66.818	Direct Federal		22	—	—
Total U.S. Environmental Protection Agency				133,483	—	—
U.S. Department of Energy						
Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128	Direct Federal		48	—	—
Total U.S. Department of Energy				48	—	—

** Denotes programs with R&D Cluster expenditures

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THE CITY OF NEW YORK
Consolidated Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Education						
Title I Grants to Local Educational Agencies	84.010	NYS ED	3R4502B 01, 3R4503B 01, 3R4513B 01, 3R4515A 01, 3R4524B 01, 3R4530B 01, 4R4551A 01, 4R4551B 01, 4R4551J 01, 4R4551M 01, 5R4551J 01, 5R4551N 01, 5R4551V 01, 0R1251A 01, 2R1264A 01, 3R1264A 01, 4R1235A 01, 4R1240A 01, 4R1251A 01, 4R1251D 01, 4R1251K 01, 4R1251L 01, 6R1251A 01, 5R1264A 01, 5R1251N 01, 5R1251L 01, 5R1251K 01, 5R1251J 01, 5R1251H 01, 5R1251D 01, 5R1251B 01, 5R1251A 01, 5R1251A 01, 5R1240A 01, 5R1235A 01, 4R1264A 01, 4R1251N 01, 6R1251B 01	$ 959,597	$ —	$ —
Adult Education - Basic Grants to States	84.002	NYS ED	N/A	4,829	—	—
Special Education Cluster (IDEA):						
Special Education Grants to States	84.027	NYS ED	0032-25-0474, R13915, 0R1551B 01, 2R1551B 01, 3R1551B 01, 4R1551B 01,5R1551B 01, 6R1551B 01	345,587	—	—
Special Education Preschool Grants	84.173	NYS ED	0033-25-0474	10,263	—	—
Total Special Education Cluster				355,850	—	—
Impact Aid	84.041	Direct Federal		5,830	—	—
TRIO Cluster - TRIO - Student Support Services	84.042	CUNY	N/A	391	—	—
Career and Technical Education - Basic Grants to States	84.048	NYS ED	5R0551A 01, 5R0579A 01, 6R0551A 01	14,294	—	—
Magnet Schools Assistance	84.165	Direct Federal		16,057	—	—
Special Education - Grants for Infants and Families	84.181	NYS DOH	C36417GG	5,095	—	—
Education for Homeless Children and Youth	84.196	NYS ED	5R3641A 01	2,451	—	—
Twenty-First Century Community Learning Centers	84.287	NYS ED	3R3901A 01, 3R3902A 01, 3R3903A 01, 3R3904A 01, 3R3905A 01, 3R3906A 01, 3R3908A 01, 3R3909A 01, 3R3910A 01, 3R3911A 01, 3R3914A 01, 3R3914A 01, 3R3917A 01, 3R3923A 01, 3R3929A 01, 3R3930A 01, 3R3932A 01, 4R3905A 01, 4R3917A 01, 5R3901A 01, 5R3902A 01, 5R3903A 01, 5R3904A 01, 5R3932A 01, 5R3931A 01, 5R3930A 01, 5R3929A 01, 5R3927A 01, 5R3925A 01, 5R3924A 01, 5R3923A 01, 5R3919A 01, 5R3919A 01, 5R3917A 01, 5R3917A 01, 5R3915A 01, 5R3914A 01, 5R3913A 01, 5R3912A 01, 5R3911A 01, 5R3910A 01, 5R3909A 01, 5R3908A 01, 5R3907A 01, 5R3906A 01, 5R3905A 01	28,309	—	—
Arts in Education	84.351	NYS ED	XR1440D, 4R1440D 01, 5R1440D 01	519	—	—
English Language Acquisition State Grants	84.365	NYS ED	4R4142A 01, 4R4151A 01, 4R4151B 01, 4R4151C 01, 4R4164A 01, 5R4142A 01, 5R4151A 01, 5R4151C 01, 5R4164A 01	38,248	—	—
Supporting Effective Instruction State Grants	84.367	NYS ED	4R2651A 01, 4R2664A 01, 5R2651A 01, 5R2651B 01, 5R2651C 01, 5R2664A 01	67,972	—	—
Education Innovation and Research	84.411	Direct Federal		52	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Supporting Effective Educator Development Program	84.423	Direct Federal		$ 310	$ —	$ —
Student Support and Academic Enrichment Program	84.424	NYS ED	4R1985A 01, 4R1985B 01, 1R1951A 01, 3R1964A 01, 4R1951A 01, 4R1951B 01, 4R1964A 01, 5R1951A 01, 5R1951B 01, 5R1951B 01, 5R1964A 01, 4R1985A 01, 4R1985B 01, 5R1985A 01, 5R1985B 01	65,424	—	—
Total U.S. Department of Education				1,565,228	—	—
U.S. Department of Health and Human Services						
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services	93.043	NYS OFA	N/A	734	623	—
Aging Cluster:						
COVID-19 Special Programs for the Aging - Title III, Part B -- Grants for Supportive Services and Senior Centers	93.044	NYS OFA	N/A	8,467	2,388	—
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	NYS OFA	N/A	28,878	28,528	—
Nutrition Services Incentive Program	93.053	NYS OFA	N/A	5,709	5,709	—
Total Aging Cluster				43,054	36,625	—
Special Programs for the Aging, Title IV, and Title II, Discretionary Projects	93.048	Direct Federal		423	—	—
National Family Caregiver Support - Title III Part E	93.052	NYS OFA	N/A	4,407	—	—
Training in General, Pediatric, and Public Health Dentistry	93.059	Direct Federal		729	—	—
Public Health Emergency Preparedness	93.069	PHS	NU90TU000059, 24-BHC-01 / ACCT# P073725	14,949	—	—
Medicare Enrollment Assistance Program	93.071	NYS OFA	N/A	638	—	—
Cooperative Agreements to Promote Adolescent Health Through School-Based Surveillance and Risk Behavior Reduction	93.079	Direct Federal		735	—	—
Advancing System Improvements for Key Issues in Women's Health	93.088	JSI Research & Training Institute, Inc.	25023	25	—	—
Guardianship Assistance	93.090	NYS OCFS	2501NYGARD	25,575	—	—
Food and Drug Administration Research	93.103	Direct Federal		661	—	—
Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances	93.104	Direct Federal		743	96	—
Environmental Health**	93.113	Direct Federal		18	—	—
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	Direct Federal		4,674	—	—
Injury Prevention and Control Research, State and Community Based Programs	93.136	HRI	7304-03	182	—	—
Community Programs to Improve Minority Health	93.137	Direct Federal		326	—	—
HIV-Related Training and Technical Assistance	93.145	Direct Federal		150	—	—
Projects for Assistance in Transition from Homelessness (PATH)	93.150	NYS OMH	N/A	238	238	—

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Coordinated Services and Access to Research for						
Women, Infants, Children, and Youth	93.153	Direct Federal		$ 808	$ —	$ —
	93.153	Montefiore Medical Center	H12HA24849	579	—	—
	93.153	NYU School of Medicine	22-A0-00-008205, P# 261040	280	—	—
Graduate Psychology Education	93.191	Direct Federal		356	—	—
Childhood Lead Poisoning Prevention Projects, State and Local Childhood						
Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	Direct Federal		640	—	—
Family Planning-Services	93.217	NYS DOH	C37868GG, C36273GG, C36275GG, C36277GG, C36278GG, C36278GG	1,156	—	—
Health Center Program Cluster:						
Health Center Program	93.224	Direct Federal		1,863	—	—
Grants for New and Expanded Services under the Health Center Program	93.527	Direct Federal		141	—	—
Total Health Center Program Cluster				2,004	—	—
Mental Health Research Grants**	93.242	CUNY	CM00006299-02, CM00006502-03, CM00003530, CM00003530-04	262	—	—
	93.242	Brown University	00002204-1	10	—	—
	93.242	NYU School of Medicine	F2182-03	124	—	—
Substance Abuse and Mental Health Services - Projects of						
Regional and National Significance	93.243	Direct Federal		621	238	—
Poison Center Support and Enhancement Grant	93.253	Direct Federal		811	—	—
Occupational Safety and Health Program**	93.262	Direct Federal		8,314	—	—
COVID-19 Immunization Cooperative Agreements	93.268	Direct Federal		42,824	—	—
Immunization Cooperative Agreements	93.268	Direct Federal		24,120	—	200,765
Viral Hepatitis Prevention and Control	93.270	Direct Federal		635	287	—
Drug Use and Addiction Research Programs**	93.279	NYU School of Medicine	18-A1-00-007933-05, 23-A1-00-1008299	135	—	—
Public Health Preparedness and Response Science, Research, and Practice	93.316	FPHNY	84287	427	—	—
Protecting and Improving Health Globally:						
Building and Strengthening Public Health Impact, Systems, Capacity and Security	93.318	Direct Federal		171	—	—
CDC Partnership: Strengthening Public Health Laboratories	93.322	APHL	N/A	278	—	—
COVID-19 Epidemiology and Laboratory Capacity for Infectious Diseases	93.323	Direct Federal		74,359	—	—
Epidemiology and Laboratory Capacity for Infectious Diseases	93.323	Direct Federal		4,839	—	—
The Healthy Brain Initiative	93.334	Direct Federal		220	—	—
Demonstration Grants for Domestic Victims of Human Trafficking	93.327	Direct Federal		342	—	—
National Center for Advancing Translational Sciences**	93.350	NYU School of Medicine	20-A2-00-004185	796	—	—
21st Century Cures Act - Beau Biden Cancer Moonshot**	93.353	MSKCC	C22706175	18	—	—
Nursing Research**	93.361	FPHNY	85348	11	—	—
Sickle Cell Treatment Demonstration Program**	93.365	John Hopkins University	UIEMC27864-05-00	46	—	—
21st Century Cures Act - Precision Medicine Initiative	93.368	Columbia University	0254-B341-4609	113	—	—
Cancer Cause and Prevention Research**	93.393	UCLA	16570000123836	20	—	—
Strengthening Public Health Systems and Services through National Partnerships to						
Improve and Protect the Nation’s Health	93.421	NACCHO	2023-112904, 2023-012403	72	—	—

** Denotes programs with R&D Cluster expenditures

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Preventing Maternal Deaths: Supporting Maternal Mortality Review Committees	93.478	HRI	6214-04	$ 166	$ —	$ —
Congressional Directives	93.493	Direct Federal		6,167	—	—
MaryLee Allen Promoting Safe and Stable Families Program	93.556	NYS OCFS	2501NYFPSS, 2501NYCWSS	20,800	—	—
Temporary Assistance for Needy Families	93.558	Direct Federal		1,603	—	—
	93.558	NYS OTDA	N/A	1,534,392	—	—
	93.558	NYS OCFS	2501NYTANF-A	177,322	—	—
Child Support Enforcement	93.563	Direct Federal		577	—	—
	93.563	NYS OTDA	N/A	65,874	—	—
Low-Income Home Energy Assistance	93.568	Direct Federal		47	—	—
	93.568	NYS OTDA	N/A	68,158	—	—
Community Services Block Grant	93.569	NYS DOS	C1001474, C1002754	60,772	54,355	—
Community Services Block Grant Discretionary Awards	93.570	Direct Federal		2,194	—	—
CCDF Cluster - Child Care and Development Block Grant	93.575	Direct Federal		569	—	—
	93.575	NYS OCFS	23-OCFS-LCM-12-R4, 24-OCFS-LCM-16-R4	1,228,491	—	—
Total CCDF Cluster				1,229,060	—	—
Refugee and Entrant Assistance - Discretionary Grants	93.576	NYS OTDA	N/A	710	—	—
Head Start Cluster - Head Start	93.600	Direct Federal		84,135	—	—
Adoption and Legal Guardianship Incentive Payments Program	93.603	NYS OCFS	2201NYAIPP	25	—	—
Assistance for Torture Victims	93.604	Direct Federal		1,390	—	—
Foster Care - Title IV - E	93.658	Direct Federal		2,076	—	—
	93.658	NYS OCFS	2501NYFOST	155,688	—	—
Adoption Assistance	93.659	Direct Federal		4	—	—
	93.659	NYS OCFS	2501NYADPT	116,707	—	—
Social Services Block Grant	93.667	NYS OCFS	2501NYSOSR	236,996	—	—
Child Abuse and Neglect State Grants	93.669	NYS OCFS	2201NYNCAN, 2301NYNCAN	53	—	—
John H. Chafee Foster Care Program for Successful Transition to Adulthood	93.674	NYS DOH	2502NYCILP	7,265	—	—
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B	93.686	Direct Federal		17,350	6,825	—
	93.686	PHS	25-DTC-583P	405	—	—
Mental and Behavioral Health Education and Training Grants	93.732	Direct Federal		386	—	—
Elder Abuse Prevention Intervention Program	93.747	NYS OCFS	N/A	2,630	—	—
State Children's Health Insurance Program (SCHIP)	93.767	NYS DOH	C-022805	110,766	—	—
Medicaid Cluster:						
Grants to States for Medicaid	93.778	Direct Federal		20,641	—	—
	93.778	NYS DOH	1000036076, C38819GG, C38844GG	16,689,747	—	—
	93.778	NYS OFA	N/A	4,066	3,028	—
	93.778	NYS OMH	N/A	9,961	9,961	—
	93.778	NYS OTDA	N/A	2,887	—	—
Total Medicaid Cluster				16,727,302	12,989	—

** Denotes programs with R&D Cluster expenditures

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Centers for Medicare and Medicaid Services (CMS) Research, Demonstrations and Evaluations	93.779	NYS OFA	N/A	$ 669	$ —	$ —
Opioid STR	93.788	NYS OASAS	H79TI085745, PO# 164060, H79TI085745, PO# 164177, H79TI085745, PO# 164178, H79TI085745, PO# 164441	895	—	—
Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities	93.817	Direct Federal		1,692	—	—
Capacity Building Assistance (CBA) for High-Impact HIV Prevention	93.834	Direct Federal		114	—	—
National Ebola Training and Education Center (NETEC)	93.825	Emory University	U3REP150549, A1145061 (FORMER A885641), U3REP150549, A1086568	1,000	—	—
Cardiovascular Diseases Research**	93.837	NYU School of Medicine	21-A0-00-1006761	404	—	—
Lung Diseases Research**	93.838	Northwestern University	6006930 NYCHHC	35	—	—
Translation and Implementation Science Research for Heart, Lung, Blood Diseases, and Sleep Disorders**	93.840	NYU	7R61HL156567-02	303	—	—
Diabetes, Digestive, and Kidney Diseases Extramural Research**	93.847	RF SUNY	100-1150840-13-101440 95754	16	—	—
Extramural Research Programs in the Neurosciences and Neurological Disorders**	93.853	University of Cincinnati	012043-137218, 013888-137218	93	—	—
	93.853	Columbia University	7(GG011367-02)	2	—	—
Allergy and Infectious Diseases Research**	93.855	Columbia University	GG013819/1	24	—	—
	93.855	UCLA	1560 B YC313	73	—	—
Child Health and Human Development Extramural Research**	93.865	Harvard University	117267-0521-5133629, 117267-0544-5120020, 117270-5133455	211	—	—
	93.865	Columbia University	3(GG019098-01)	18	—	—
Aging Research**	93.866	University of Pittsburgh	21-A1-00-1006016	29	—	—
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	NYS DOH	C33494GG	1,004	1,004	—
National Bioterrorism Hospital Preparedness Program	93.889	PHS	5U3REP240780-02-00	1,022	—	—
Minority HIV/AIDS Fund (MHAF)	93.899	Montefiore	U1SHA54469	29	—	—
HIV Emergency Relief Project Grants	93.914	Direct Federal		89,447	81,928	—
	93.914	PHS	16-HRM-361, 25-HRM-361P, 16-HRM-567, 25-HRM-567P, 16-MHV-150, 25-MHV-150P, 16-MHV-505, 25-MHV-505P, 18-CCR-583, 25-CCR-583P, 19-CCR-360, 25-CCR-360P, 19-CCR-573, 25-CCR-573P, 22-OHS-583, 25-OHS-583P	3,551	—	—
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	Direct Federal		2,167	—	—
	93.918	NYU School of Medicine	21-A0-00-1000300, P# 119845	29	—	—
Ryan White HIV/AIDS Program Dental Reimbursement and Community Based Dental Partnership Grants	93.924	Direct Federal		2,182	—	—
Healthy Start Initiative	93.926	FPHNY	84167	408	—	—
HIV Prevention Activities - Non-Governmental Organization Based	93.939	Direct Federal		478	—	—
HIV Prevention and Surveillance Activities - Health Department Based	93.940	Direct Federal		35,454	418	—
HIV Demonstration, Research, Public and Professional Education Projects**	93.941	CUNY	CM00007732-03	94	—	—
Human Immunodeficiency Virus (HIV) / Acquired Immunodeficiency Virus Syndrome (AIDS) Surveillance	93.944	Direct Federal		1,588	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Cooperative Agreements to Support State-Based Safe Motherhood and Infant Health Initiative Programs	93.946	Direct Federal		$ 157	$ —	$ —
Block Grants for Community Mental Health Services	93.958	Direct Federal		859	—	—
	93.958	NYS OMH	P022115, P022440, P022142, P022477, P022165, P022481, P023536, A2500847, T22738GG	17,010	9,955	—
Block Grants for Prevention and Treatment of Substance Abuse	93.959	NYS OASAS	C006794, R13022, 4R2251A 01, 5R2251A 01, 6R2251A 01	16,691	—	—
CDC Collaboration with Academia to Strengthen Public Health	93.967	PHS	N/A	2,159	—	—
Primary Care Medicine and Dentistry Clinician Educator Career Development Awards	93.976	Direct Federal		185	—	—
COVID 19 - Sexually Transmitted Diseases (STD) Prevention and Control Grants	93.977	Direct Federal		6,723	—	—
Sexually Transmitted Diseases (STD) Prevention and Control Grants	93.977	Direct Federal		5,225	142	—
Preventive Health and Health Services Block Grant	93.991	NYS DOH	N/A	294	—	—
Maternal and Child Health Services Block Grant to the States	93.994	NYS DOH	N/AC36273GG, C36275GG, C36277GG, C36278GG, C37868GG, C37869GG, C36783GG, C38819GG, C38844GG	4,173	—	—
Total U.S. Department of Health and Human Services				21,091,179	205,723	200,765
Corporation for National and Community Services						
AmeriCorps State and National	94.006	NYS OCFS	C029359	2,079	—	—
Foster Grandparent/Senior Companion Cluster - AmeriCorps Seniors Foster Grandparent Program	94.011	Direct Federal		1,895	—	—
AmeriCorps Seniors Senior Demonstration Program	94.017	Direct Federal		2,766	—	—
Total Corporation for National and Community Services				6,740	—	—
Office of National Drug Control Policy						
High Intensity Drug Trafficking Areas Program	95.001	Direct Federal		700	—	—
Total Office of National Drug Control Policy				700	—	—
Social Security Administration						
Disability Insurance/SSI Cluster - Supplemental Security Income	96.006	Direct Federal		185	—	—
Total Social Security Administration				185	—	—
U.S. Department of Homeland Security						
National Urban Search and Rescue (US&R) Response System	97.025	Direct Federal		8,924	—	—
	97.025	NYS DHSES	TR21-1002-E00	72	—	—
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	NYS DHSES	N/A	582,689	—	—
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	NYS DHSES	N/A	162,937	—	—
Hazard Mitigation Grant	97.039	NYS DHSES	C000908, 4567-0024, C000978 , C001003	4,347	—	—
Emergency Management Performance Grants	97.042	NYS DHSES	C185147, C185205	2,767	—	—
Cooperating Technical Partners	97.045	Direct Federal		407	—	—
BRIC: Building Resilient Infrastructure and Communities	97.047	NYS DHSES	C001079, C001080, C000879	4,385	—	—
Port Security Grant Program	97.056	Direct Federal		10,459	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

THE CITY OF NEW YORK
Consolidated Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Homeland Security Preparedness Technical Assistance Program	97.007	NYS DHSES	N/A	$ 381	$ —	$ —
Homeland Security Grant Program	97.067	Direct Federal		126	—	—
	97.067	NYS DHSES	C971803, C159413, C190198, C190335, WM21160229, WM21160228, WM21160158, WM22160171, WM24190423, BS20-1009-000/C160084, WM22190148, WM23190285, WM20971803, WM21159413, WM22190198, WM23159493, WM24190483, C971803, C159413, WM-21159413, WM-22190198, WM-23190335	228,531	—	—
Rail and Transit Security Grant Program	97.075	MTA	EMW-2024-RA-05045, EMW-2020-RA-0005, EMW-2021-RA-0004, EMW-2022-RA-0006, EMW-2023-RA-00003	13,544	—	—
Homeland Security Biowatch Program	97.091	Direct Federal		5,068	—	—
Securing the Cities Program	97.106	Direct Federal		2,118	—	—
Regional Catastrophic Preparedness Grant Program (RCPGP)	97.111	Direct Federal		728	—	—
Shelter and Services Program	97.141	Direct Federal		170,129	—	—
Total U.S. Department of Homeland Security				1,197,612	—	—
TOTAL EXPENDITURES OF FEDERAL AWARDS				**$ 27,299,728**	**$ 310,060**	**$ 309,118**
TOTAL R&D CLUSTER EXPENDITURES				**$ 11,185**	**$ —**	**$ —**

** Denotes programs with R&D Cluster expenditures

The accompanying notes to the Consolidated Schedule of Expenditures of Federal Awards should be read in conjunction with this Schedule.

1. BASIS OF PRESENTATION

(a) **Reporting Entity -** For purposes of complying with the Federal Single Audit Act of 1984, as amended by Title 2 *U.S. Code of Federal Regulations* ("CFR") Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"), The City of New York ("The City") consists of the primary government, including the Department of Education ("DOE") as defined in Note A.1 to the basic financial statements, except as follows: 1) the accounts and transactions of the community colleges of The City University of New York are excluded; and 2) all other separately administered component unit organizations identified in Note A.1 to the basic financial statements are also excluded. However, the New York City Health and Hospitals Corporation ("HHC"), the New York City Economic Development Corporation ("EDC"), the New York City Municipal Water Finance Authority ("Water Authority"), and the District Attorney's Office of New York are included. Therefore, the expenditures of federal awards, if any, of the community colleges of The City University of New York and the excluded separately administered component unit organizations are not included in the accompanying Consolidated Schedule of Expenditures of Federal Awards ("Consolidated SEFA").

(b) **Pass-Through Programs -** When The City receives federal funds from a not-for-profit organization or government entity other than the federal government ("pass-through grantor") such funds are aggregated based upon the Federal Assistance Listing Number ("ALN") provided by the pass-through grantor.

(c) **Noncash Federal Assistance -** The City is the recipient of federal financial assistance programs that do not result in cash receipts or disbursements, termed "Noncash Assistance." Noncash Assistance received by The City is included in the Consolidated SEFA.

(d) **New York City Municipal Water Finance Authority -** The New York State Environmental Facilities Corporation ("EFC") provides financial assistance under the Clean Water State Revolving Fund ("CWSRF") and Drinking Water State Revolving Fund ("DWSRF") through:
1) long-term leveraged financings, 2) short-term and long-term direct financings, 3) grants and principal forgiveness, and 4) loan guarantees. In providing awards to the Water Authority, EFC utilizes federal grants along with a 20 percent State match, as well as proceeds from bonds that EFC periodically issues in the bond market on behalf of its recipients.

During the year ended June 30, 2025, the Water Authority expended $132.3 million on project expenditures under the CWSRF programs, which are included in the Consolidated SEFA for the year ended June 30, 2025. There were no expenditures related to the DWSRF for the year ended June 30, 2025.

2. BASIS OF ACCOUNTING

The basis of accounting determines when transactions are reported in The City's basic financial statements.

Specifically, the government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which The City either gives or receives value without directly giving or receiving equal value in exchange, include grants, entitlements, and donations, which are recorded on the accrual basis of accounting. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

The accompanying Consolidated SEFA was also prepared on the accrual basis of accounting and presents the federal awards expenditures of the reporting entity as defined in Note 1(a), above.

Reconciliation of Federal Expenditures related to Disaster Grants - Public Assistance (Presidentially Declared Disasters) ("Disaster Grant") ALN 97.036; reported in the Consolidated SEFA to The City's Basic Financial Statements

Federally Declared Disasters
The City incurred substantial costs for emergency response and storm related damages from Superstorm Sandy, Tropical Storm Isaias, and Tropical Storm Ida, including the destruction of buildings and infrastructure. In response to the damage caused by these storms, major disaster declarations were issued, enabling the Federal Emergency Management Agency ("FEMA") to provide Public Assistance ("PA") grants to governmental entities for response and recovery efforts. The emergency declaration provides for the reimbursement of eligible costs for emergency work (categorized as Emergency Protective Measures and Debris Removal) and permanent work (categorized as restoration of Roads and Bridges, Water Control Facilities, Buildings and Equipment, Utilities and Parks and Recreational facilities) at a 90% rate.

In the accompanying Consolidated SEFA, The City is required to report expenditures made by The City that correspond to FEMA obligations that have been made through June 30, 2025, regardless of which of The City's fiscal year(s) the expenditures were actually incurred, except those amounts for which The City's expenditures and FEMA obligations both occurred in prior years, thus having been previously reported as federal award expenditures in a prior year's Consolidated SEFA.

For Fiscal Year 2025, The City incurred $162.9 million of expenditures correlating to obligations through June 30, 2025. Any potential changes to this amount are predicated on adjustments to existing 2025 obligations and enhanced visibility of grant expenditure association.

Approximately $562 thousand of the amount obligated in Fiscal Year 2025 corresponds to eligible expenditures incurred by The City in prior fiscal years and were recognized in The City's Basic Financial Statements in prior fiscal years, but are included in the Fiscal Year 2025 Consolidated SEFA.

A reconciliation from The City's Basic Financial Statements to the Federal Expenditures reported in The City's Fiscal Year 2025 Consolidated SEFA, follows:

		(in thousands)
Total Fiscal Year 2025 Disaster Grant expenditures as reported in The City's Basic Financial Statements	$	162,375
Add: Disaster Grant expenditures incurred prior to Fiscal Year 2025 for which obligations were made during Fiscal Year 2025		562
Fiscal Year 2025 Disaster grant expenditures included in the Consolidated SEFA	$	162,937

In addition to the FEMA PA grants, The City has been awarded Community Development Block Grant Disaster Recovery ("CDBG-DR") funding through the U.S. Department of Housing and Urban Development. The principal portion of these funds is being used in a variety of home restoration and replacement programs, small business assistance programs, and resiliency/hazard mitigation programs. The remainder is being used to pay certain disaster-related costs that are not reimbursable by FEMA as well as the 10% non-FEMA share of eligible costs, to the extent that those are eligible for CDBG-DR funding.

COVID-19 Pandemic
In connection with the COVID-19 pandemic, The City incurred costs for emergency response and protective measures. In response to the pandemic, President Donald Trump signed a major disaster declaration authorizing FEMA to provide PA grants to governmental entities for response efforts. The emergency declaration provided for the reimbursement of eligible costs for emergency work at a 75% rate. Subsequently, former President Joe Biden ordered FEMA to reimburse costs for eligible work performed prior to July 2, 2022 at a 100% federal cost share rate, and then at a 90% rate for work performed from July 2, 2022 through May 11, 2023, the date established by FEMA as the end of the COVID-19 national emergency declaration.

As noted previously, The City is required to report expenditures made by The City that correspond to FEMA obligations that have been made through June 30, 2025, regardless of which of The City's fiscal year(s) the expenditures were actually incurred.

For Fiscal Year 2025, The City incurred $582.7 million of expenditures corresponding to obligations through June 30, 2025. Any potential changes to these amounts are predicated on adjustments to existing 2025 obligations and enhanced visibility of grant expenditure association.

Approximately $578.8 million of the amount obligated or adjustments made in Fiscal Year 2025 corresponds to eligible expenditures incurred by The City in prior fiscal years, but are included in the Fiscal Year 2025 Consolidated SEFA. In addition, approximately $212.2 million of Disaster Grants expenditures were reflected in The City's Fiscal Year 2025 Basic Financial Statements but were incurred and reported in a prior year SEFA.

A reconciliation of The City's Basic Financial Statements to the Federal Expenditures reported in the City's Fiscal Year Consolidate SEFA follows:

		(in thousands)
Total Fiscal Year 2025 COVID-19 Disaster Grant expenditures as reported in The City's Basic Financial Statements		$ 216,145
Add:	Disaster Grant expenditures incurred prior to Fiscal Year 2025 for which obligations or adjustments were made during Fiscal Year 2025	578,768
Less:	Disaster Grants expenditures reflected in The City's Fiscal Year 2025 Basic Financial Statements but were incurred and reported in a prior year SEFA	(212,224)
Fiscal Year 2025 COVID-19 Disaster Grant expenditures included in the Consolidated SEFA		$ 582,689

3. MATCHING COSTS

Matching costs (i.e., the non-federal share of certain program costs) provided by The City or New York State, are not included in the accompanying Consolidated SEFA. For awards that provide federal funding for matching costs (i.e., Department of Homeland Security awards), expenditures are reported in the accompanying Consolidated SEFA to the extent that such expenditures are eligible and allowable.

4. RELATIONSHIP TO FEDERAL AND STATE FINANCIAL REPORTS

The regulations and guidelines governing the preparation of federal and state financial reports vary by federal and state agency and among programs administered by the same agency. Accordingly, the amounts reported in the federal and state financial reports may not necessarily agree with the amounts reported in the accompanying Consolidated SEFA, which is prepared as described in Notes 1 and 2.

5. INDIRECT COSTS

The City has not made the election to use the de minimus indirect cost rate as provided by Uniform Guidance Section 200.414, Indirect (F&A) Costs.

6. GLOSSARY OF PASS-THROUGH GRANTORS

The following is a glossary of pass-through grantor acronyms and names, which may have been used in the Consolidated SEFA and/or related Exhibits:

APHL	Association of Public Health Laboratories
Columbia University	Columbia University in the City of New York
CUNY	City University of New York
FPHNY	Fund for Public Health – New York Inc.
HRI	Health Research, Inc.
LMDC	Lower Manhattan Development Corporation
MSKCC	Memorial Sloan Kettering Cancer Center
MTA	Metropolitan Transportation Authority
NACCHO	National Association of County and City Health Officials
NAVAA	National Association of VOCA Assistance Administrators
NYMTC	New York Metropolitan Transportation Council
NYS	New York State
NYS DCJS	New York State Division of Criminal Justice Services
NYS DHSES	New York State Division of Homeland Security and Emergency Services
NYS DOH	New York State Department of Health
NYS DOL	New York State Department of Labor
NYS DOS	New York State Department of State
NYS DOT	New York State Department of Transportation
NYS ED	New York State Education Department
NYS EFC	New York State Environment Facilities Corporation
NYS GTSC	New York State Governor’s Traffic Safety Committee
NYS HCR	New York State Homes and Community Renewal
NYS OASAS	New York State Office of Alcohol and Substance Abuse Services

NYS OCFS	New York State Office of Children and Family Services
NYS OFA	New York State Office for the Aging
NYS OMH	New York State Office of Mental Health
NYS OTDA	New York State Office of Temporary and Disability Services
NYS OVS	New York State Office of Victim Services
NYU	New York University
NYU School of Medicine	New York University Grossman School of Medicine
PHS	Public Health Solutions
RF SUNY	The Research Foundation for the State University of New York
UCLA	University of California, Los Angeles
US EPA	United States Environmental Protection Agency
USDA	United States Department of Agriculture

THE CITY OF NEW YORK
Introduction to Exhibits – Consolidated Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025

The accompanying Exhibits to the Consolidated Schedule of Expenditures of Federal Awards are presented for purposes of additional analysis with respect to The City, HHC, DOE, EDC, Water Authority, and the District Attorney's Office of New York, which are covered by The City's Single Audit Report. These separate Exhibits are not a required part of the financial reporting package stipulated by the Uniform Guidance. Accordingly, such Exhibits should be used in conjunction with the Consolidated Schedule of Expenditures of Federal Awards from which they were derived.

The information presented in the accompanying Exhibits is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the Consolidated Schedule of Expenditures of Federal Awards for the year ended June 30, 2025.

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Agriculture						
Child Nutrition Cluster:						
School Breakfast Program	10.553	NYS ED	N/A	$ 390	$ —	$ —
National School Lunch Program	10.555	NYS ED	N/A	584	—	—
Summer Food Service Program for Children	10.559	NYS DOH	C032609	139	—	—
Total Child Nutrition Cluster				1,113	—	—
Child and Adult Care Food Program	10.558	NYS DOH	CACFP 4316 6499	3,932	—	—
SNAP Cluster:						
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	Direct Federal		3,084	—	—
	10.561	NYS DOH	DOH01-C37402GG-3450000, C36060GG, C36059GG	2,449	—	—
	10.561	NYS OTDA	N/A	203,673	—	—
	10.561	NYS OCFS	1000036076	2,021	—	—
Total SNAP Cluster				211,227	—	—
Cooperative Forestry Assistance	10.664	Direct Federal		6,921	—	—
Inflation Reduction Act Urban & Community Forestry Program	10.727	Direct Federal		842	—	—
Watershed Protection and Flood Prevention	10.904	USDA	NR222C31XXXXC006	770	770	—
Emergency Watershed Protection Program - Disaster Relief Appropriations Act	10.927	Direct Federal		4,023	—	—
Total U.S. Department of Agriculture				228,828	770	—
U.S. Department of Commerce						
Economic Development Cluster - Economic Adjustment Assistance	11.307	Direct Federal		8,137	—	—
Habitat Conservation	11.463	Direct Federal		179	—	—
Congressionally Identified Awards and Projects	11.469	Direct Federal		61	—	—
Total U.S. Department of Commerce				8,377	—	—
U.S. Department of Defense						
Procurement Technical Assistance for Business Firms	12.002	Direct Federal		562	—	—
Total U.S. Department of Defense				562	—	—
U.S. Department of Housing and Urban Development						
Community Development Block Grant - PRO Housing Competition	14.023	Direct Federal		1,572	—	—
CDBG - Entitlement Grants Cluster - Community Development Block Grants/Entitlement Grants	14.218	Direct Federal		264,191	53,788	—

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Community Development Block Grants/State's Program and						
Non-Entitlement Grants in Hawaii	14.228	LMDC	SRA 10220, SRA 4345	$ 1,008	$ —	$ —
	14.228	NYS HCR	NYCR-0199 4100CVPS18-21	663	183	—
Emergency Solutions Grant Program	14.231	Direct Federal		26,422	119	—
Supportive Housing Program	14.235	Direct Federal		2,193	—	—
Home Investment Partnerships Program	14.239	Direct Federal		161,526	—	—
Housing Opportunities for Persons with AIDS	14.241	Direct Federal		44,086	15,238	—
Section 8 Project-Based Cluster :						
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249	Direct Federal		4,720	—	—
Lower Income Housing Assistance Program - Section 8 Moderate Rehabilitation	14.856	Direct Federal		5,368	—	—
Total Section 8 Project-Based Cluster				10,088	—	—
Continuum of Care Program	14.267	Direct Federal		45,409	—	—
CDBG - Disaster Recovery Grants - Pub. L No. 113-2 Cluster:						
Hurricane Sandy Community Development Block Grant Disaster Recovery						
Grants (CDBG-DR)	14.269	Direct Federal		64,244	4,559	—
	14.269	NYS HCR	NYCR-0204, NYCR-0310	469	469	—
National Disaster Resilience Competition	14.272	Direct Federal		56,764	—	—
Total CDBG - Disaster Recovery Grants - Pub. L No. 113-2 Cluster				121,477	5,028	—
Youth Homeless System Improvement Grants	14.277	Direct Federal		176	—	—
Housing Voucher Cluster:						
Section 8 Housing Choice Vouchers	14.871	Direct Federal		750,437	—	—
COVID-19 Section 8 Housing Choice Vouchers	14.871	Direct Federal		2,569	—	—
Mainstream Vouchers	14.879	Direct Federal		2,520	—	—
Total Housing Voucher Cluster				755,526		
Family Self-Sufficiency Program	14.896	Direct Federal		2,107	—	—
Lead Hazard Reduction Demonstration Grant Program	14.905	Direct Federal		1,665	—	—
Older Adults Home Modification Grant Program	14.921	Direct Federal		9	—	—
Total U.S. Department of Housing and Urban Development				1,438,118	74,356	—
U.S. Department of the Interior						
Save America's Treasures	15.929	Direct Federal		142	—	—
Total U.S. Department of the Interior				142	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

THE CITY OF NEW YORK **Exhibit 1**
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Justice						
Law Enforcement Assistance Narcotics and Dangerous Drugs Training	16.004	Direct Federal		$ 7,166	$ —	$ —
Missing Alzheimer's Disease Patient Assistance Program	16.015	Direct Federal		30	—	—
Prosecuting Cold Cases Using DNA	16.036	Direct Federal		370	—	—
Matthew Shepard and James Byrd, Jr. Hate Crimes Education, Investigation and Prosecution Program	16.040	Direct Federal		106	—	—
Forensics Training and Technical Assistance Program	16.044	Direct Federal		116	—	—
Law Enforcement Assistance-National Crime Information Center	16.304	Direct Federal		23	—	—
Services for Trafficking Victims	16.320	Direct Federal		261	—	—
Missing Children's Assistance	16.543	Direct Federal		690	—	—
Delinquency Prevention Program	16.548	Direct Federal		38	—	
National Institute of Justice Research, Evaluation, and Development Project Grants	16.560	Direct Federal		424	—	—
Crime Victim Assistance	16.575	NYS OVS	OVS01-C11321GG-1080200, C11334GG, OVS01-C11354GG-1080200	1,534	—	—
Crime Victim Assistance/Discretionary Grants	16.582	Direct Federal		79	79	—
	16.582	NAVAA	24-1545 15POVC-21-GK-00412-NONF 15POVC-24-GK-01921-NONF 25-1880	5	—	—
Violence Against Women Formula Grants	16.588	NYS DCJS	DCJ01-C00359GG-1090000, DCJ01-C00349GG-1090, DCJ01-C00315GG-1090, DCKD01-C0003-4GG-10900000, C00287GG, DCJ01-C00345GG-1090, DCJ01-C00315GG-10900	249	—	—
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	Direct Federal		408	—	—
	16.590	NYS DCJS	15JOVW-21-GK-04699-HOMI, DC-J01-C00348GG-10900	60	15	—
Project Safe Neighborhoods	16.609	The Guifford Foundation	2022-PSN-015PBJA-22-GG00913-GUNP, 215PBJA-22-GG-00811-GUNP	245	—	—
Public Safety Partnership and Community Policing Grants	16.710	Direct Federal		4,822	—	—
PREA Program: Strategic Support for PREA Implementation	16.735	Direct Federal		108	—	—
Edward Byrne Memorial Justice Assistance Grant Program	16.738	Direct Federal		1,411	34	—
	16.738	NYS DCJS	JAG 2021 - (15PBJA-21-GG-01719-JAGX), 15PBJA-23-GG-03673-JAGX, 15PBJA-24-GG-05372-JAGX, 15PBJA-21-GG-01719-JAGX, 15PBJA-22-GG-02109-JAGX	2,987	2,462	—
DNA Backlog Reduction Program	16.741	Direct Federal		1,503	—	—
	16.741	NYS DCJS	15PBJA-21-GG-04370-DNAX, 15PBJA-24-GG-02409-DNAX	132	—	—
Paul Coverdell Forensic Sciences Improvement Grant Program	16.742	Direct Federal		177	—	—
Economic, High-Tech, and Cyber Crime Prevention	16.752	Direct Federal		114	—	—
Congressionally Recommended Awards	16.753	Direct Federal		4,202	—	—
Postconviction Testing of DNA Evidence	16.820	Direct Federal		117	—	—
Smart Prosecution Initiative	16.825	Direct Federal		9	—	—
Swift, Certain, and Fair Supervision Program: Applying the Principles Behind Project HOPE	16.828	NYS DCJS	15PBJA-24-GG-01890-PRJH	86	71	—
Children of Incarcerated Parents	16.831	Direct Federal		383	—	—
National Sexual Assault Kit Initiative	16.833	Direct Federal		517	—	—
Body Worn Camera Policy and Implementation	16.835	Direct Federal		2,000	—	—
Comprehensive Opioid, Stimulant, and Other Substances Use Program	16.838	Direct Federal		296	—	—
Opioid Affected Youth Initiative	16.842	Direct Federal		152	67	—
Equitable Sharing Program	16.922	Direct Federal		19,932	—	—
Total U.S. Department of Justice				50,752	2,728	—

** Denotes programs with R&D Cluster expenditures

(Continued)

THE CITY OF NEW YORK **Exhibit 1**
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Labor						
Senior Community Service Employment Program	17.235	Direct Federal		$ 1,180	$ —	$ —
	17.235	NYS OFA	C23016GG-1010000	2,836	—	—
Trade Adjustment Assistance	17.245	NYS DOL	TA386952255A36, 23A55TA00002	149	—	—
WIOA Cluster:						
WIOA Adult Program	17.258	NYS DOL	23A55AY000032, 24A55AY000060	28,970	—	—
WIOA Youth Activities	17.259	NYS DOL	23A55AY000032, 24A55AY000060	43,397	26,435	—
WIOA Dislocated Worker Formula Grants	17.278	NYS DOL	23A55AY000032, 24A55AY000060	28,894	—	—
Total WIOA Cluster				101,261	26,435	—
WIOA National Dislocated Worker Grants / WIA National Emergency Grants	17.277	NYS DOL	AA-38546-22-55-A-36	107	—	—
Total U.S. Department of Labor				105,533	26,435	—
U.S. Department of Transportation						
Highway Planning and Construction	20.205	Direct Federal		864	—	—
	20.205	NYS DOT	D01752, D041510, D40109, D033845, D035863, D035837, D040283, D040656, D040109, D033930, D035319, D033946, D035025, D035024, D035021, D035023, D034180, D040656, D040990, D040991, D036090, D041446, D041447, D040383, D035897, D041457 X501.34 X761.22 X550.45	118,074	48	—
	20.205	NYMTC	D000641 - UPWP SFY24-25; SFY25-26	1,581	—	—
FMCSA Cluster:						
Motor Carrier Safety Assistance High Priority Activities Grants and Cooperative Agreements	20.237	Direct Federal		95	—	—
Federal Transit Cluster:						
Federal Transit - Capital Investment Grants	20.500	Direct Federal		28	—	—
COVID-19 Federal Transit - Formula Grants	20.507	Direct Federal		49,470	—	—
Federal Transit - Formula Grants	20.507	Direct Federal		19,254	—	—
Total Federal Transit Cluster				68,752	—	—
Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research	20.505	Direct Federal		185	—	—
	20.505	NYMTC	D000641 - UPWP SFY24-25; SFY25-26 C040364	3,144	—	—
Paul S. Sarbanes Transit in the Parks	20.520	Direct Federal		1	—	—
Public Transportation Emergency Relief Program	20.527	Direct Federal		1,167	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Highway Safety Cluster:						
State and Community Highway Safety	20.600	NYS GTSC	N/A	$ 769	$ —	$ —
Pipeline Emergency Response Grant (PERG)	20.706	DHSES	HE23-1007-D00	12	—	—
National Infrastructure Investments	20.933	NYS DOT	RAISE 693JJ32340001, RAISE 693JJ32340001	1,686	—	—
Reconnecting Communities Pilot (RCP) Discretionary Grant Program	20.940	NYS DOT	693JJ32540421	7	—	—
Total Highway Safety Cluster				2,474	—	—
Total U.S. Department of Transportation				196,337	48	—
U.S. Treasury						
Equitable Sharing	21.016	Direct Federal		1,715	—	—
Social Impact Partnerships to Pay for Results Act	21.017	Direct Federal		376	—	—
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Direct Federal		548,929	—	—
Total U.S. Treasury				551,020	—	—
U.S. Equal Employment Opportunity Commission						
Employment Discrimination - State and Local Fair Employment Practices Agency Contracts	30.002	Direct Federal		1,860	—	—
Total U.S. Equal Employment Opportunity Commission				1,860	—	—
National Science Foundation						
Congressional Grants	59.059	Direct Federal		1,159	—	—
Total National Science Foundation				1,159	—	—
U.S. Department of Veterans Affairs						
VA Homeless Providers Grant and Per Diem Program	64.024	Direct Federal		2,110	—	—
Total U.S. Department of Veterans Affairs				2,110	—	—
U.S. Environmental Protection Agency						
Climate Pollution Reduction Grants	66.046	Direct Federal		5	—	—
Geographic Programs - Long Island Sound Program	66.437	Direct Federal		457	—	—
Regional Wetland Program Development Grants**	66.461	Direct Federal		129	—	—
National Wetland Program Development Grants and Five-Star Restoration Training Grant	66.462	Direct Federal		48	—	—
Beach Monitoring and Notification Program Implementation Grants	66.472	NYS DOH	DOH01-C37061GG-3450000	65	—	—
Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	66.818	Direct Federal		12	—	—
Total U.S. Environmental Protection Agency				716	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

THE CITY OF NEW YORK **Exhibit 1**
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Energy						
Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128	Direct Federal		$ 48	$ —	$ —
Total U.S. Department of Energy				48	—	—
U.S. Department of Education						
TRIO Cluster - TRIO - Student Support Services	84.042	CUNY	N/A	391	—	—
Special Education - Grants for Infants and Families	84.181	NYS DOH	C36417GG	5,095	—	—
Total U.S. Department of Education				5,486	—	—
U.S. Department of Health and Human Services						
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services	93.043	NYS OFA	N/A	734	623	—
Aging Cluster:						
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	NYS OFA	N/A	8,467	2,388	—
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	NYS OFA	N/A	28,878	28,528	—
Nutrition Services Incentive Program	93.053	NYS OFA	N/A	5,709	5,709	—
Total Aging Cluster				43,054	36,625	—
Special Programs for the Aging, Title IV, and Title II, Discretionary Projects	93.048	Direct Federal		423	—	—
National Family Caregiver Support - Title III, Part E	93.052	NYS OFA	N/A	4,407	—	—
Public Health Emergency Preparedness	93.069	PHS	NU90TU000059	14,899	—	—
Medicare Enrollment Assistance Program	93.071	NYS OFA	N/A	638	—	—
Guardianship Assistance	93.090	NYS OCFS	2501NYGARD	25,575	—	—
Food and Drug Administration Research	93.103	Direct Federal		661	—	—
Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances	93.104	Direct Federal		743	96	—
Environmental Health**	93.113	Direct Federal		18	—	—
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	Direct Federal		4,661	—	—
Injury Prevention and Control Research, State and Community Based Programs	93.136	HRI	7304-03	20	—	—
HIV-Related Training and Technical Assistance	93.145	Direct Federal		150	—	—
Projects for Assistance in Transition from Homelessness (PATH)	93.150	NYS OMH	N/A	238	238	—
Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	Direct Federal		640	—	—
Mental Health Research Grants**	93.242	CUNY	CM00006299-02, CM00006502-03	262	—	—
	93.242	Brown University	00002204-1	10	—	—
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	Direct Federal		621	238	—

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Occupational Safety and Health Program**	93.262	Direct Federal		$ 8,314	$ —	$ —
COVID-19 Immunization Cooperative Agreements	93.268	Direct Federal		42,824	—	—
Immunization Cooperative Agreements	93.268	Direct Federal		24,114	—	169,686
Viral Hepatitis Prevention and Control	93.270	Direct Federal		635	287	—
Drug Use and Addiction Research Programs**	93.279	NYU School of Medicine	18-A1-00-007933-05, 23-A1-00-1008299	75	—	—
Public Health Preparedness and Response Science, Research, and Practice	93.316	FPHNY	84287	427	—	—
CDC Partnership: Strengthening Public Health Laboratories	93.322	APHL	N/A	278	—	—
COVID-19 Epidemiology and Laboratory Capacity for Infectious Diseases	93.323	Direct Federal		71,189	—	—
Epidemiology and Laboratory Capacity for Infectious Diseases	93.323	Direct Federal		4,839	—	—
The Healthy Brain Initiative	93.334	Direct Federal		220	—	—
Nursing Research**	93.361	FPHNY	85348	11	—	—
Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health	93.421	NACCHO	2023-112904, 2023-012403	72	—	—
Preventing Maternal Deaths: Supporting Maternal Mortality Review Committees	93.478	HRI	6214-04	166	—	—
MaryLee Allen Promoting Safe and Stable Families Program	93.556	NYS OCFS	2501NYFPSS, 2501NYCWSS	20,800	—	—
Temporary Assistance for Needy Families	93.558	Direct Federal		1,603	—	—
	93.558	NYS OTDA	N/A	1,534,392	—	—
	93.558	NYS OCFS	2501NYTANF-A	177,322	—	—
Child Support Enforcement	93.563	Direct Federal		577	—	—
	93.563	NYS OTDA	N/A	65,874	—	—
Low-Income Home Energy Assistance	93.568	Direct Federal		47	—	—
	93.568	NYS OTDA	N/A	68,158	—	—
Community Services Block Grant	93.569	NYS DOS	C1001474, C1002754	60,772	54,355	—
Community Services Block Grant Discretionary Awards	93.570	Direct Federal		2,194	—	—
CCDF Cluster - Child Care and Development Block Grant	93.575	Direct Federal		569	—	—
	93.575	NYS OCFS	2501NYCCDF, 2501NYCCDM, 2501NYCCDD, 2601NYTANF, C030588	1,228,491	—	—
Total CCDF Cluster				1,229,060	—	—
Refugee and Entrant Assistance -- Discretionary Grants	93.576	NYS OTDA	N/A	710	—	—
Adoption and Legal Guardianship Incentive Payments Program	93.603	NYS OCFS	2201NYAIPP	25	—	—
Foster Care - Title IV - E	93.658	Direct Federal		2,076	—	—
	93.658	NYS OCFS	2501NYFOST	155,688	—	—
Adoption Assistance	93.659	Direct Federal		4	—	—
	93.659	NYS OCFS	2501NYADPT	116,707	—	—
Social Services Block Grant	93.667	NYS OCFS	2501NYSOSR	236,996	—	—
Child Abuse and Neglect State Grants	93.669	NYS OCFS	2201NYNCAN, 2301NYNCAN	53	—	—
	93.674	NYS DOH	2502NYCILP	7,265	—	—
Ending the HIV Epidemic: A Plan for America-Ryan White HIV/AIDS Program Parts A and B	93.686	Direct Federal		17,121	6,825	—
Elder Abuse Prevention Intervention Program	93.747	NYS OCFS	N/A	2,630	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Medicaid Cluster:						
Grants to States for Medicaid	93.778	Direct Federal		$ 20,641	$ —	$ —
	93.778	NYS DOH	1000036076	16,608,262	—	—
	93.778	NYS OFA	N/A	4,066	3,028	—
	93.778	NYS OMH	N/A	9,961	9,961	—
	93.778	NYS OTDA	N/A	2,887	—	—
Total Medicaid Cluster				16,645,817	12,989	—
Centers for Medicare and Medicaid Services (CMS) Research, Demonstrations and Evaluations	93.779	NYS OFA	N/A	669	—	—
Capacity Building Assistance (CBA) for High-Impact HIV Prevention	93.834	Direct Federal		114	—	—
Translation and Implementation Science Research for Heart, Lung, Blood Diseases, and Sleep Disorders**	93.840	NYU	7R61HL156567-02	303	—	—
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	NYS DOH	C33494GG	1,004	1,004	—
National Bioterrorism Hospital Preparedness Program	93.889	PHS	5U3REP240780-02-00	1,022	—	
HIV Emergency Relief Project Grants	93.914	Direct Federal		89,447	81,928	—
Healthy Start Initiative	93.926	FPHNY	84167	408	—	—
HIV Prevention Activities - Non-Governmental Organization Based	93.939	Direct Federal		52	—	—
HIV Prevention Activities - Health Department Based	93.940	Direct Federal		35,454	418	—
HIV Demonstration, Research, Public and Professional Education Projects**	93.941	CUNY	CM00007732-03	94	—	—
Human Immunodeficiency Virus (HIV) / Acquired Immunodeficiency Virus Syndrome (AIDS) Surveillance	93.944	Direct Federal		1,588	—	—
Cooperative Agreements to Support State-Based Safe Motherhood and Infant Health Initiative Programs	93.946	Direct Federal		157	—	—
Block Grants for Community Mental Health Services	93.958	NYS OMH	N/A	16,671	9,955	—
CDC Collaboration with Academia to Strengthen Public Health	93.967	PHS	N/A	2,159	—	—
COVID 19 - Sexually Transmitted Diseases (STD) Prevention and Control Grants	93.977	Direct Federal		6,723	—	—
Sexually Transmitted Diseases (STD) Prevention and Control Grants	93.977	Direct Federal		5,138	142	—
Preventative Health and Health Services Block Grant	93.991	NYS DOH	N/A	294	—	—
Maternal and Child Health Services Block Grant to the States	93.994	NYS DOH	N/A	3,537	—	—
Total U.S. Department of Health and Human Services				20,761,643	205,723	169,686
Corporation for National and Community Services						
AmeriCorps State and National	94.006	NYS OCFS	C029359	2,079	—	—
Foster Grandparent/Senior Companion Cluster - AmeriCorps Seniors Foster Grandparent Program	94.011	Direct Federal		1,895	—	—
AmeriCorps Seniors Senior Demonstration Program	94.017	Direct Federal		2,766	—	—
Total Corporation for National and Community Service				6,740	—	—
Office of National Drug Control Policy						
High Intensity Drug Trafficking Areas Program	95.001	Direct Federal		700	—	—
Total Office of National Drug Control Policy				700	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

THE CITY OF NEW YORK **Exhibit 1**
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Social Security Administration						
Disability Insurance/SSI Cluster - Supplemental Security Income	96.006	Direct Federal		$ 185	$ —	$ —
Total Social Security Administration				185	—	—
U.S. Department of Homeland Security						
Shelter and Services Program	97.141	Direct Federal		87,815	—	—
National Urban Search and Rescue (US&R) Response System	97.025	Direct Federal		8,924	—	—
	97.025	NYS DHSES	TR21-1002-E00	72	—	—
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	NYS DHSES	N/A	17,654	—	—
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	NYS DHSES	N/A	159,624	—	—
Hazard Mitigation Grant	97.039	NYS DHSES	C000908, 4567-0024, C000978, C001003	1,034	—	—
Emergency Management Performance Grants	97.042	NYS DHSES	C185147, C185205	2,767	—	—
Cooperating Technical Partners	97.045	Direct Federal		407	—	—
BRIC: Building Resilient Infrastructure and Communities	97.047	NYS DHSES	C001079, C001080, C000879	3,006	—	—
Port Security Grant Program	97.056	Direct Federal		10,459	—	—
Homeland Security Grant Preparedness Technical Assistance Program	97.007	NYS DHSES	N/A	381	—	—
Homeland Security Grant Program	97.067	Direct Federal		126	—	—
	97.067	NYS DHSES	C971803, C159413, C190198, C190335, WM21160229, WM21160228, WM21160158, WM22160171, WM24190423, BS20-1009-000/C160084, WM22190148, WM23190285, WM20971803, WM21159413, WM22190198, WM23159493, WM24190483, C971803, C159413, WM-21159413, WM-22190198, WM-23190335	228,531	—	—
Regional Catastrophic Preparedness Grant Program (RCPGP)	97.111	Direct Federal		728	—	—
Rail and Transit Security Grant Program	97.075	MTA	EMW-2024-RA-05045, EMW-2020-RA-0005, EMW-2021-RA-0004, EMW-2022-RA-0006, EMW-2023-RA-00003	13,544	—	—
Homeland Security Biowatch Program	97.091	Direct Federal		5,067	—	—
Securing the Cities Program	97.106	Direct Federal		2,118	—	—
Total U.S. Department of Homeland Security				542,257	—	—
TOTAL EXPENDITURES OF FEDERAL AWARDS				**$ 23,902,573**	**$ 310,060**	**$ 169,686**
TOTAL R&D CLUSTER EXPENDITURES				**$ 9,216**	**$ —**	**$ —**

** Denotes programs with R&D Cluster expenditures

The accompanying Introduction to Exhibits - Consolidated Schedule of Expenditures of Federal Awards should be read in conjunction with this Schedule.

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Agriculture						
WIC Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	NYS DOH	C38221GG, C38222GG, C38228GG, C38229GG, C38230GG, C38283GG, C38300GG, C38295GG, C38290GG, C38288GG	$ 14,443	$ —	$ 60,590
Food Distribution Cluster - Commodity Supplemental Food Program	10.565	NYS DOH	C34842GG	540	—	—
Total U.S. Department of Agriculture				14,983	—	60,590
U.S. Department of Justice						
Crime Victim Assistance	16.575	NYS OVS	C11317GG, C11318GG, C11319GG, C11320GG	1,182	—	—
Violence Against Women Formula Grants	16.588	NYS DCJS	C00313GG	47	—	—
Total U.S. Department of Justice				1,229	—	—
U.S. Treasury						
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Direct Federal		698	—	—
Total U.S. Treasury				698	—	—
U.S. Department of Health and Human Services						
Training in General, Pediatric, and Public Health Dentistry	93.059	Direct Federal		729	—	—
Public Health Emergency Preparedness	93.069	PHS	24-BHC-01 / ACCT# P073725	50	—	—
Advancing System Improvements for Key Issues in Women's Health	93.088	JSI Research & Training Institute, Inc.	25023	25	—	—
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	Direct Federal		13	—	—
Injury Prevention and Control Research, State and Community Based Programs	93.136	HRI	N/A	162	—	—
Community Programs to Improve Minority Health	93.137	Direct Federal		326	—	—
Coordinated Services and Access to Research for Women, Infants, Children and Youth	93.153	Direct Federal		808	—	—
	93.153	Montefiore Medical Center	H12HA24849	579	—	—
	93.153	NYU School of Medicine	22-A0-00-008205, P# 261040	280	—	—
Grants to States for Loan Repayment	93.165	NYS DOH	T36036GG, T36037GG			
Graduate Psychology Education	93.191	Direct Federal		356	—	—
Family Planning-Services	93.217	NYS DOH	C37868GG, C36273GG, C36275GG, C36277GG, C36278GG, C36278GG	1,156	—	—
Health Center Program Cluster - Health Center Program	93.224	Direct Federal		1,863	—	—
Mental Health Research Grants**	93.242	NYU School of Medicine	F2182-03	124	—	—
Poison Center Support and Enhancement Grant	93.253	Direct Federal		811	—	—
Immunization Cooperative Agreements	93.268	Direct Federal		6	—	31,079
Drug Use and Addiction Research Programs**	93.279	NYU School of Medicine	15477-25	60	—	—
Protecting and Improving Health Globally: Building and Strengthening Public Health Impact, Systems, Capacity and Security	93.318	Direct Federal		171	—	—
COVID-19 Epidemiology and Laboratory Capacity for Infectious Diseases	93.323	Direct Federal		3,170	—	—
National Center for Advancing Translational Sciences**	93.350	NYU School of Medicine	20-A2-00-004185	796	—	—
21st Century Cures Act - Beau Biden Cancer Moonshot**	93.353	MSKCC	C22706175	18	—	—
Sickle Cell Treatment Demonstration Program**	93.365	John Hopkins University	UIEMC27864-05-00	46	—	—
21st Century Cures Act - Precision Medicine Initiative	93.368	Columbia University	0254-B341-4609	113	—	—

** Denotes programs with R&D Cluster expenditures

(Continued)

THE CITY OF NEW YORK
HEALTH AND HOSPITALS CORPORATION
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Exhibit 2

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Cancer Cause and Prevention Research**	93.393	UCLA	16570000123836	$ 20	$ —	$ —
Congressional Directives	93.493	Direct Federal		950	—	—
Grants for New and Expanded Services under the Health Center Program	93.527	Direct Federal		141	—	—
Assistance for Torture Victims	93.604	Direct Federal		1,390	—	—
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B	93.686	Direct Federal		229	—	—
	93.686	PHS	25-DTC-583P	405	—	—
Mental and Behavioral Health Education and Training Grants	93.732	Direct Federal		386	—	—
State Children's Health Insurance Program	93.767	NYS DOH	C-022805	110,766	—	—
Medicaid Cluster – Grants to States for Medicaid	93.778	NYS DOH	C38819GG, C38844GG	485	—	—
Opioid STR	93.788	NYS OASAS	H79TI085745, PO# 164060, H79TI085745, PO# 164177, H79TI085745, PO# 164178, H79TI085745, PO# 164441	895	—	—
Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities	93.817	Direct Federal		1,692	—	—
	93.825	Emory University	U3REP150549, A1145061 (FORMER A885641), U3REP150549, A1086568	1,000	—	—
Cardiovascular Diseases Research**	93.837	NYU School of Medicine	21-A0-00-1006761	404	—	—
Lung Diseases Research**	93.838	Northwestern University	6006930 NYCHHC	35	—	—
Diabetes, Digestive, and Kidney Diseases Extramural Research**	93.847	RF SUNY	100-1150840-13-101440 95754	16	—	—
Extramural Research Programs in the Neurosciences and Neurological Disorders**	93.853	University of Cincinnati	012043-137218, 013888-137218	93	—	—
	93.853	Columbia University	7(GG011367-02)	2	—	—
Allergy and Infectious Diseases Research**	93.855	Columbia University	GG013819/1	24	—	—
	93.855	UCLA	1560 B YC313	73	—	—
Child Health and Human Development Extramural Research**	93.865	Harvard University	117267-0521-5133629, 117267-0544-5120020, 117270-5133455	211	—	—
	93.865	Columbia University	3(GG019098-01)	18	—	—
Aging Research**	93.866	University of Pittsburgh	21-A1-00-1006016	29	—	—
Minority HIV/AIDS Fund (MHAF)	93.899	Montefiore	U1SHA54469	29	—	—
HIV Emergency Relief Project Grants	93.914	PHS	16-HRM-361, 25-HRM-361P, 16-HRM-567, 25-HRM-567P, 16-MHV-150, 25-MHV-150P, 16-MHV-505, 25-MHV-505P, 18-CCR-583, 25-CCR-583P, 19-CCR-360, 25-CCR-360P, 19-CCR-573, 25-CCR-573P, 22-OHS-583, 25-OHS-583P	3,551	—	—
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	Direct Federal		2,167	—	—
	93.918	NYU School of Medicine	21-A0-00-1000300, P# 119845	29	—	—
Ryan White HIV/AIDS Program Dental Reimbursement and Community Based Dental Partnership Grants	93.924	Direct Federal		2,182	—	—
HIV Prevention Activities - Non-Governmental Organization Based	93.939	Direct Federal		426	—	—
Block Grants for Community Mental Health Services	93.958	Direct Federal		859	—	—
	93.958	NYS OMH	P022115, P022440, P022142, P022477, P022165, P022481, P023536, A2500847, T22738GG	339	—	—
Primary Care Medicine and Dentistry Clinician Educator Career Development Awards	93.976	Direct Federal		185	—	—
Preventive Health Services - Sexually Transmitted Diseases Control Grants	93.977	Direct Federal		87	—	—
Maternal and Child Health Services Block Grant to the States	93.994	NYS DOH	C36273GG, C36275GG, C36277GG, C36278GG, C37868GG, C37869GG, C36783GG, C38819GG, C38844GG	636	—	—
Total U.S. Department of Health and Human Services				141,416	—	31,079

** Denotes programs with R&D Cluster expenditures

(Continued)

(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Homeland Security						
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	NYS DHSES	N/A	$ 565,035	$ —	$ —
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	NYS DHSES	N/A	3,313	—	—
Homeland Security Biowatch Program	97.091	Direct Federal		1	—	—
Shelter and Services Program	97.141	Direct Federal		82,314	—	—
Total U.S. Department of Homeland Security				650,663	—	—
TOTAL EXPENDITURES OF FEDERAL AWARDS				**$ 808,989**	**$ —**	**$ 91,669**
TOTAL R&D CLUSTER EXPENDITURES				**$ 1,969**	**$ —**	**$ —**

** Denotes programs with R&D Cluster expenditures

The accompanying Introduction to Exhibits - Consolidated Schedule of Expenditures of Federal Awards should be read in conjunction with this Schedule.

THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Exhibit 3

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Agriculture						
Child Nutrition Cluster:						
School Breakfast Program	10.553	NYS ED	N/A	$ 110,902	$ —	$ —
National School Lunch Program	10.555	NYS ED	N/A	461,183	—	47,763
Summer Food Service Program for Children	10.559	NYS ED	N/A	25,483	—	—
Fresh Fruit and Vegetable Program	10.582	NYS ED	5R1458A 01, R13914	1,235	—	—
Total Child Nutrition Cluster				598,803	—	47,763
Child and Adult Care Food Program	10.558	NYS ED	N/A	46,664	—	—
Farm to School Grant Program	10.575	Direct Federal		73	—	—
Total U.S. Department of Agriculture				645,540	—	47,763
U.S. Department of Justice						
STOP School Violence	16.839	NYS DCJS	R13914, 5R1485A	8	—	—
Total U.S. Department of Justice				8	—	—
U.S. Treasury						
COVID-19 Coronavirus Relief Fund	21.019	Direct Federal		212	—	—
Total U.S. Treasury				212	—	—
Federal Communications Commission						
COVID-19 Emergency Connectivity Fund Program	32.009	Direct Federal		24,433	—	—
Total Federal Communications Commission				24,433	—	—
National Endowment for The Arts						
Promotion of the Arts Grants to Organizations and Individuals	45.024	Direct Federal		30	—	—
Total National Endowment for The Arts				30	—	—
U.S. Environmental Protection Agency						
Long Island Sound Program	66.437	US EPA	5R1408A, R13914	33	—	—
Total U.S. Environmental Protection Agency				33	—	—
U.S. Department of Education						
Title I Grants to Local Educational Agencies	84.010	NYS ED	3R4502B 01, 3R4503B 01, 3R4513B 01, 3R4515A 01, 3R4524B 01, 3R4530B 01, 4R4551A 01, 4R4551B 01, 4R4551J 01, 4R4551M 01, 5R4551J 01, 5R4551N 01, 5R4551V 01, 0R1251A 01, 2R1264A 01, 3R1264A 01, 4R1235A 01, 4R1240A 01, 4R1251A 01, 4R1251D 01, 4R1251K 01, 4R1251L 01, 6R1251A 01, 5R1264A 01, 5R1251N 01, 5R1251L 01, 5R1251K 01, 5R1251J 01, 5R1251H 01, 5R1251D 01, 5R1251B 01, 5R1251A 01, 5R1251A 01, 5R1240A 01, 5R1235A 01, 4R1264A 01, 4R1251N 01, 6R1251B 01	959,597	—	—
Adult Education - Basic Grants to States	84.002	NYS ED	N/A	4,829	—	—

(Continued)

THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Exhibit 3

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
Special Education Cluster (IDEA):						
Special Education Grants to States	84.027	NYS ED	0032-25-0474 R13915, 0R1551B 01, 2R1551B 01, 3R1551B 01, 4R1551B 01, 5R1551B 01, 6R1551B 01	$ 345,587	$ —	$ —
Special Education Preschool Grants	84.173	NYS ED	0033-25-0474	10,263	—	—
Total Special Education Cluster				355,850	—	—
Impact Aid	84.041	Direct Federal		5,830	—	—
Career and Technical Education - Basic Grants to States	84.048	NYS ED	5R0551A 01, 5R0579A 01, 6R0551A 01	14,294	—	—
Magnet Schools Assistance	84.165	Direct Federal		16,057	—	—
Education for Homeless Children and Youth	84.196	NYS ED	5R3641A 01	2,451	—	—
Twenty-First Century Community Learning Centers	84.287	NYS ED	3R3901A 01, 3R3902A 01, 3R3903A 01, 3R3904A 01, 3R3905A 01, 3R3906A 01, 3R3908A 01, 3R3909A 01, 3R3910A 01, 3R3911A 01, 3R3914A 01, 3R3914A 01, 3R3917A 01, 3R3923A 01, 3R3929A 01, 3R3930A 01, 3R3932A 01, 4R3905A 01, 4R3917A 01, 5R3901A 01, 5R3902A 01, 5R3903A 01, 5R3904A 01, 5R3932A 01, 5R3931A 01, 5R3930A 01, 5R3929A 01, 5R3927A 01, 5R3925A 01, 5R3924A 01, 5R3923A 01, 5R3919A 01, 5R3919A 01, 5R3917A 01, 5R3917A 01, 5R3915A 01, 5R3914A 01, 5R3913A 01, 5R3912A 01 5R3911A 01, 5R3910A 01, 5R3909A 01, 5R3908A 01, 5R3907A 01, 5R3906A 01, 5R3905A 01	28,309	—	—
Arts in Education	84.351	NYS ED	XR1440D, 4R1440D 01, 5R1440D 01	519	—	—
English Language Acquisition State Grants	84.365	NYS ED	4R4142A 01, 4R4151A 01, 4R4151B 01, 4R4151C 01, 4R4164A 01, 5R4142A 01, 5R4151A 01, 5R4151C 01, 5R4164A 01	38,248	—	—
Supporting Effective Instruction State Grants	84.367	NYS ED	4R2651A 01, 4R2664A 01, 5R2651A 01, 5R2651B 01, 5R2651C 01, 5R2664A 01	67,972	—	—
Education Innovation and Research	84.411	Direct Federal		52	—	—
Supporting Effective Educator Development Program	84.423	Direct Federal		310	—	—
Student Support and Academic Enrichment Program	84.424	NYS ED	4R1985A 01, 4R1985B 01, 1R1951A 01, 3R1964A 01, 4R1951A 01, 4R1951B 01, 4R1964A 01, 5R1951A 01, 5R1951B 01, 5R1951B 01, 5R1964A 01, 4R1985A 01, 4R1985B 01, 5R1985A 01, 5R1985B 01	65,424	—	—
Total U.S. Department of Education				1,559,742	—	—
U.S. Department of Health & Human Services						
Cooperative Agreements to Promote Adolescent Health Through School-Based Surveillance and Risk Behavior Reduction	93.079	Direct Federal		735	—	—
Demonstration Grants for Domestic Victims of Human Trafficking	93.327	Direct Federal		342	—	—
Congressional Directives	93.493	Direct Federal		5,217	—	—
Head Start Cluster - Head Start	93.600	Direct Federal		84,135	—	—
Medicaid Cluster - Grants to States for Medicaid	93.778	NYS DOH	N/A	81,000	—	—
Block Grants for Prevention and Treatment of Substance Abuse	93.959	NYS OASAS	C006794, R13022, 4R2251A 01, 5R2251A 01, 6R2251A 01	16,691	—	—
Total U.S. Department of Health & Human Services				188,120	—	—
U.S. Department of Homeland Security						
Hazard Mitigation Grant	97.039	NYS DHSES	N/A	3,313	—	—
Total U.S. Department of Homeland Security				3,313	—	—
TOTAL EXPENDITURES OF FEDERAL AWARDS				**$ 2,421,431**	**$ —**	**$ 47,763**

The accompanying Introduction to Exhibits - Consolidated Schedule of Expenditures of Federal Awards should be read in conjunction with this Schedule.

THE CITY OF NEW YORK **Exhibit 4**
ECONOMIC DEVELOPMENT CORPORATION
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Agriculture						
Wood Utilization Assistance	10.674	Direct Federal		$ 113	$ —	$ —
Total U.S. Department of Agriculture				113	—	—
U.S. Department of Housing and Urban Development						
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	Direct Federal		(1,025)	—	—
CDBG - Disaster Recovery Grants - Pub. L No. 113-2 Cluster:						
Hurricane Sandy Community Development Block Grant Disaster Recovery Grants (CDBG-DR)	14.269	Direct Federal		7,483	—	—
Total U.S. Department of Housing and Urban Development				6,458	—	—
U.S. Department of Transportation						
Highway Planning and Construction	20.205	Direct Federal		645	—	—
Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research	20.505	Direct Federal		21	—	—
Public Transportation Emergency Relief Program	20.527	Direct Federal		1,054	—	—
National Infrastructure Investments	20.933	Direct Federal		230	—	—
Total U.S. Department of Transportation				1,950	—	—
U.S. Department of Treasury						
COVID-19 Coronavirus Relief Fund	21.019	Direct Federal		399	—	—
Total U.S. Department of Treasury				399	—	—
U.S. Environmental Protection Agency						
Climate Pollution Reduction Grants	66.046	Direct Federal		380	—	—
Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	66.818	Direct Federal		10	—	—
Total U.S. Environmental Protection Agency				390	—	—
U.S. Department of Homeland Security						
BRIC: Building Resilient Infrastructure and Communities	97.047	NYS DHSES	N/A	1,379	—	—
Total U.S. Department of Homeland Security				1,379	—	—
TOTAL EXPENDITURES OF FEDERAL AWARDS				**$ 10,689**	**$ —**	**$ —**

The accompanying Introduction to Exhibits - Consolidated Schedule of Expenditures of Federal Awards should be read in conjunction with this Schedule.

THE CITY OF NEW YORK **Exhibit 5**
NEW YORK CITY MUNICIPAL WATER FINANCE AUTHORITY
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Environmental Protection Agency						
Clean Water State Revolving Fund Cluster:						
Clean Water State Revolving Fund	66.458	NYS EFC	CS - 36000120	$ 132,344	$ —	$ —
Total U.S Environmental Protection Agency				132,344	—	—
TOTAL EXPENDITURES OF FEDERAL AWARDS				**$ 132,344**	**$ —**	**$ —**

The accompanying Introduction to Exhibits - Consolidated Schedule of Expenditures of Federal Awards should be read in conjunction with this Schedule.

THE CITY OF NEW YORK **Exhibit 6**
District Attorney's Office of New York - Equitable Sharing Program
Sub-Schedule of Expenditures of Federal Awards
For the year ended June 30, 2025
(In Thousands)

Federal Agency/Program Title	Federal Assistance Listing Number	Pass-Through Grantor (Note 6)	Identifying Number Assigned by Pass-Through Grantor	Expenditures	Subrecipient's Share of Total Expenditures	Noncash Assistance
U.S. Department of Justice						
Equitable Sharing Program	16.922	Direct Federal		$ 9,201	$ —	$ —
Total U.S. Department of Justice				9,201	—	—
U.S. Treasury						
Equitable Sharing	21.016	Direct Federal		14,501	—	—
						—
Total U.S. Treasury				14,501	—	—
TOTAL EXPENDITURES OF FEDERAL AWARDS				**$ 23,702**	**$ —**	**$ —**

The accompanying Introduction to Exhibits - Consolidated Schedule of Expenditures of Federal Awards should be read in conjunction with this Schedule.

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS REQUIRED BY *GOVERNMENT AUDITING STANDARDS*

The People of The City of New York:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of The City of New York ("The City") as of and for the year ended June 30, 2025, and the related notes to the financial statements, and have issued our report thereon dated October 30, 2025.

Our report includes a reference to other auditors who audited the financial statements of those entities disclosed in Note E.1 to the financial statements, as described in our report on The City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Further, the financial statements of the Hudson Yards Development Corporation, New York City Educational Construction Fund, New York City School Bus Umbrella Services, Inc., New York City School Construction Authority, New York City School Support Services, Inc., New York City Transitional Finance Authority, TSASC, Inc., The Trust for Governors Island, Brooklyn Public Library, Queens Borough Public Library, New York City Employees' Retirement System, Teachers' Retirement System of The City of New York, New York City Board of Education Retirement System, New York City Police Pension Funds, New York City Fire Pension Funds, and The New York City Other Postemployment Benefit Plan were not audited in accordance with *Government Auditing Standards*.

Report on internal control over financial reporting

In planning and performing our audit of the financial statements, we considered The City's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of The City's internal control. Accordingly, we do not express an opinion on the effectiveness of The City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of The City's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on compliance and other matters

As part of obtaining reasonable assurance about whether The City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The City's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Grant Thornton LLP

New York, New York
October 30, 2025, except for the Consolidated Schedule of Expenditures of Federal Awards and the Schedule of Expenditures of State of New York Department of Transportation Assistance Awards, which are as of March 31, 2026

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The People of The City of New York

Report on compliance for each major federal program

Qualified and unmodified opinions
We have audited the compliance of The City of New York ("The City") with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of The City's major federal programs for the year ended June 30, 2025. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Qualified opinion on CCDF Cluster, Housing Voucher Cluster, and WIOA Cluster
In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, The City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the CCDF Cluster, Housing Voucher Cluster, and WIOA Cluster for the year ended June 30, 2025.

Unmodified opinion on each of the other major federal programs
In our opinion, The City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2025.

Basis for qualified and unmodified opinions
We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (US GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of The City and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified and unmodified opinions on compliance for each major federal program. Our audit does not provide a legal determination of The City's compliance with the compliance requirements referred to above.

Matters giving rise to qualified opinion on CCDF Cluster, Housing Voucher Cluster, and WIOA Cluster
As described in the accompanying schedule of findings and questioned costs, The City did not comply with requirements regarding ALN 93.575 CCDF Cluster as described in finding number 2025-001 for Eligibility, ALN 14.871 Housing Voucher Cluster as described in finding number 2025-002 for Eligibility, Reporting, and Special Tests and Provisions, and ALN 17.258 and 17.278 WIOA Cluster as described in finding number 2025-006 for Eligibility.

Compliance with such requirements is necessary, in our opinion, for The City to comply with the requirements applicable to each program.

Other matter – federal expenditures not included in the compliance audit
Our audit of, and opinion on, The City's compliance for each major federal program includes the major programs of the New York City Health and Hospitals Corporation, the New York City Department of Education, the New York City Economic Development Corporation, the New York City Municipal Water Finance Authority, and the District Attorney's Office of New York, and does not include the major programs associated with federal award expenditures, if any, of those entities listed in Note E.1 to The City's basic financial statements, other than as listed above. Those entities that may have expended federal awards for the year ended June 30, 2025 are not covered by this report because those entities engaged other auditors to audit their compliance with the types of compliance requirements described in the *OMB Compliance Supplement*.

Responsibilities of management for compliance
Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to The City's federal programs.

Auditor's responsibilities for the audit of compliance
Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on The City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about The City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with US GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding The City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of The City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of The City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other matters

The results of our audit procedures disclosed other instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2025-003, 2025-004, and 2025-005. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on The City's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance, and accordingly, we express no opinion on The City's response.

Report on internal control over compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Grant Thornton

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, we did identify certain deficiencies in internal control over compliance, described in the accompanying schedule of findings and questioned costs as items 2025-001, 2025-002, and 2025-006, that we consider to be material weaknesses in The City's internal control over compliance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

As described in our Report on Compliance for Each Major Federal Program above, this Report on Internal Control Over Compliance does not include the results of the other auditors' testing of internal control over compliance that is reported on separately by those auditors.

Government Auditing Standards requires the auditor to perform limited procedures on The City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance, and accordingly, we express no opinion on The City's response.

The purpose of this Report on Internal Control Over Compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Grant Thornton LLP

New York, New York
March 31, 2026

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements:

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	___ yes _X_ no
• Significant deficiencies identified that are not considered to be material weakness(es)?	___ yes _X_ none reported
• Noncompliance material to financial statements noted?	___ yes _X_ no

Federal Awards:

Internal control over each major program:	
• Material weakness(es) identified?	_X_ yes ___ no
• Significant deficiencies identified that are not considered to be material weakness(es)?	_X_ yes ___ none reported
Type of auditor's report issued on compliance for the major programs:	
CCDF Cluster	Qualified
Housing Voucher Cluster	Qualified
WIOA Cluster	Qualified
Other major federal programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Subpart F, section 200.516(a) of the Uniform Guidance?	_X_ yes ___ no

IDENTIFICATION OF MAJOR FEDERAL PROGRAMS:

Federal Grantor/Program Title	Federal Assistance Listing Number
U.S. Department of Agriculture:	
WIC Special Supplemental Nutrition Program for Women, Infants, and Children	10.557
Child and Adult Care Food Program	10.558
SNAP Cluster:	
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561
Department of Housing and Urban Development:	
Emergency Solutions Grant Program	14.231
Housing Voucher Cluster:	
Section 8 Housing Choice Vouchers	14.871
Mainstream Vouchers	14.879
U.S. Department of Justice:	
Equitable Sharing Program	16.922
U.S. Department of Labor:	
WIOA Cluster:	
WIOA Adult Program	17.258
WIOA Youth Activities	17.259
WIOA Dislocated Worker Formula Grants	17.278
U.S. Department of Transportation:	
Highway Planning and Construction	20.205
Federal Communications Commission:	
Emergency Connectivity Fund Program	32.009
U.S. Department of Education:	
English Language Acquisition State Grants	84.365
Supporting Effective Instruction State Grants	84.367

Federal Grantor/Program Title	Federal Assistance Listing Number
U.S. Department of Health and Human Services:	
Public Health Emergency Preparedness	93.069
MaryLee Allen Promoting Safe and Stable Families Program	93.556
Temporary Assistance for Needy Families	93.558
Community Services Block Grant	93.569
CCDF Cluster: Child Care and Development Block Grant	93.575
Head Start Cluster: Head Start	93.600
Medicaid Cluster: Grants to States for Medicaid	93.778
HIV Prevention and Surveillance Activities – Health Department Based	93.940

Dollar threshold used to distinguish between type A and type B programs: $41,413,269

Auditee qualified as low-risk auditee? ___ yes __X__ no

SECTION II - FINANCIAL STATEMENT FINDINGS

No matters were reported.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

New York City Administration for Children's Services ("ACS")

Finding #: 2025-001

Funding Year(s): 10/1/2023 - 9/30/2025
CCDF Cluster: **Child Care and Development Block Grant (ALN 93.575)**
Contract Numbers: 23-OCFS-LCM-12-R4, 24-OCFS-LCM-16-R4
Pass-Through Agency: New York State Office of Children and Family Services
Federal Agency: U.S. Department of Health and Human Services
Type of Finding: Eligibility - Material Noncompliance and Internal Control (Material Weakness)

Criteria:
As stipulated by the 45 CFR Part 98 Subpart C, to be eligible for services under the Child Care and Development Block Grant ("CCDBG"), a child shall (1) be under the age of thirteen (13) years of age or be under the age of nineteen (19) and physically or mentally incapable of caring for himself or herself; (2) Reside with a family whose income does not exceed 85 percent of the State's median income (SMI) and whose family assets do not exceed $1,000,000; and (3) reside with a parent or parents who are working or attending a job training or educational program; or receive, or need to receive, protective services.

Additionally, as stipulated by 2 CFR Section 200.303, recipients of federal awards are required to establish and maintain an internal control environment that complies with either the guidance in "Standards for Internal Control in the Federal Government" (the "Green Book") issued by the Comptroller General of the United States or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") for the federal funding streams it administers.

Condition/Context:
We selected a non-statistical sample of forty (40) individuals who received services under CCDBG during fiscal year 2025. For three (3) of the individuals tested, ACS paid for hours of care that exceeded the number of hours of care that the individual was eligible to receive based on the authorized hours determined during the eligibility approval process.

Total CCDBG benefits charged to the grant were $1,189,844,345 and total CCDBG benefits subjected to testing were $51,020.

Cause/Effect:
While ACS has a process in place to determine child eligibility, it did not consistently perform a comprehensive review to ensure that provider attendance submissions were reconciled to the authorized hours established during the eligibility determination process. As a result, ACS requested reimbursement for services calculated using attendance hours that exceeded authorized hours certain children were eligible to receive.

Questioned Costs:
Known questioned costs of $365.

Identification as a Repeat Finding:
This finding is similar to finding #2024-003, included on pages 225 and 226 of the Fiscal 2024 Single Audit report.

Recommendation:
We recommend that ACS strengthen internal controls to ensure that provider attendance submissions are consistently reconciled to the authorized hours established during the eligibility determination process. This should include implementing a documented review procedure to verify that reimbursements are requested based on authorized hours of care, in accordance with eligibility requirements under 45 CFR Part 98 Subpart C.

Views of Responsible Official:
NYC is planning to transition to the New York State IT system once it is fully developed and implemented by the New York State Office of Children and Family Services and New York State Information Technology for the Child Care Assistance Program. The State IT system will be programmed to reflect current State policy on authorized hours, mitigating the risk of this error in the future. In the interim, the City is implementing a short-term, manual solution to ensure enrollments match authorized hours with regard to full-time and part-time enrollment and days of enrollment.

New York City Housing Preservation & Development ("HPD")

Finding #: 2025-002

Funding Year(s): 7/1/2024 – 6/30/2025
Housing Voucher Cluster:
Section 8 Housing Choice Vouchers (ALN 14.871)
Contract Numbers: N/A
Federal Agency: U.S. Department of Housing and Urban Development
Type of Finding: Eligibility, Reporting, and Special Tests and Provisions (Utility Allowance Schedule) - Material Noncompliance and Internal Control (Material Weakness)

Criteria:
As stipulated by 24 CFR Section 982.201, prior to providing housing assistance payments (HAP) to participants, HPD must verify the eligibility of applicants based on their family income and composition. Per 24 CFR Section 982.516, HPD must also reexamine family income and composition for each tenant at least once every 12 months to verify continued eligibility and adjust the HAP amount, as necessary. Further, the HUD 50058 form, titled *Family Report* is used by Public Housing Agencies (PHAs) to collect information on families receiving housing assistance through the program and submission is required before the effective date of the annual recertification. In addition, as stipulated by 24 CFR Section 982.517, HPD must maintain an up-to-date utility allowance schedule and establish procedures to properly apply the updated utility allowances to each tenant's HAP calculations as part of the annual reexamination process.

Additionally, as stipulated by 2 CFR Section 200.303, recipients of Federal Awards are required to establish and maintain an internal control environment that complies with either the guidance in "Standards for Internal Control in the Federal Government" (the "Green Book") issued by the Comptroller General of the United States or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") for the federal funding streams it administers.

Condition/Context:
To assess eligibility, HPD's policy is to conduct annual recertifications of family income and composition. As part of that process, HPD sends a recertification package to the head of household, which contains documentation that the tenant must complete for verification purposes. HPD then analyzes and verifies all information included in the recertification package to determine if the tenant is eligible to continue to receive HAPs and adjust the tenant rent and HAP amounts, including the utility allowance, as necessary for the following 12-month period. The HUD 50058 form is submitted upon completion of the annual recertification to update family income, composition and rent calculations.

We selected a non-statistical sample of forty (40) tenants who received HAPs under the Housing Voucher Cluster during fiscal year 2025. For sixteen (16) of the tenants tested, HPD was not able to provide documentation to support that an eligibility recertification for the tenant, including a review of the utility allowance and HAP calculation, was performed within the previous 12 months, as required. For those sixteen (16) tenants, HPD did not submit the HUD 50058 form by the effective date of the annual recertification as required.

Cause/Effect:
While HPD has a process in place to assess the eligibility of tenants receiving HAPs under the Housing Voucher Cluster, the reexamination of family income and composition and utility allowance was not consistently performed and HUD 50058 was not updated and submitted at least once every 12 months to support the tenant's continued eligibility to receive benefits through this program at the appropriate amounts.

Questioned Costs:
Known questioned costs of $40,387.

Identification as a Repeat Finding:
This finding is similar to finding #2024-004, included on pages 227 and 228 of the Fiscal 2024 Single Audit report.

Recommendation:
We recommend that HPD strengthen their internal controls governing the eligibility requirements, including implementing a control to ensure recertifications of family income and composition are performed at least once every 12 months and the tenants HAP amount and tenant utility allowance is adjusted as necessary to meet the eligibility requirements per 24 CFR sections 5.230, 5.609, 982.201 and 982.516. HUD 50058 forms should be submitted before the effective date of the annual recertification of tenants to inform HUD of updates to family income, composition and rent calculations as required.

Views of Responsible Official:
During COVID-19, HPD adopted HUD CARES Act waivers that temporarily suspended adverse actions to protect applicants, participants, owners, and staff. While recertifications were still requested from February 2020 through December 2021, families were not penalized for incomplete submissions, resulting in a backlog. HPD has since implemented technological and process improvements to address this backlog, increasing its HUD reporting rate, with further improvement expected in fiscal year 2026. Although COVID-era policies have ended and normal enforcement processes have resumed, HPD continues intensive follow-up efforts to ensure compliance, and full recovery to pre-pandemic certification levels will take additional time.

New York City Department of Health and Mental Hygiene ("DOHMH")

Finding #: 2025-003

Funding Year(s): 7/1/2024 – 6/30/2025
Public Health Emergency Preparedness (ALN 93.069)
Contract Numbers: NU90TU000059
Federal Agency: U.S. Department of Health and Human Services
Type of Finding: Level of Effort – Compliance and Internal Control (Control Deficiency)

Criteria:
As stipulated by Public Health Solutions ("PHS"), the pass-through grantor, in its sub-award agreement to DOHMH, awardees must maintain non-federal expenditures for health-care preparedness and public health security at a level that is not less than the average level of such non-federal expenditures maintained by the awardee for the preceding two-year (2) period.

Condition/Context:
We noted that total Public Health Emergency Preparedness ("PHEP") non-federal expenditures incurred during fiscal year 2025 were below the average level of non-federal expenditures for the preceding two fiscal years. PHEP non-federal expenditures for fiscal year 2025 totaled $2,540,777; whereas the average PHEP non-federal expenditures for fiscal years 2023 & 2024 totaled $2,632,221.

Cause/Effect:
While DOHMH has a process in place to track and calculate non-federal expenditures for health-care preparedness and public health security, they did not consistently ensure progressive non-federal expenditures were adequately meeting the appropriate level of effort requirement. As a result, total programmatic non-federal expenditures for fiscal year 2025 did not meet the level of effort requirement.

Questioned Costs:
None identified.

Identification as a Repeat Finding:
This is not a repeat finding.

Recommendation:
We recommend that DOHMH strengthen their internal controls governing the level of effort requirement, including the appropriate tracking of progressive non-federal expenditures to ensure programmatic level of effort requirement is consistently met.

Views of Responsible Official:
DOHMH's Office of Emergency Preparedness and Response (OEPR) and Division of Finance agree with the recommendations. Non-compliance with the level of effort requirement occurred because there were one-time expenditures due to an unanticipated facility emergency repair that skewed the numbers higher for city tax levy costs in FY23. This was a one-time expense that should have been excluded from the maintenance of effort calculation so that it did not skew the baseline.

New York City Department of Youth & Community Development ("DYCD")

Finding #: 2025-004

Funding Year(s): 10/1/2023 - 9/30/2025
Community Services Block Grant (ALN 93.569)
Contract Numbers: C1001474, C1002754
Pass-Through Agency: New York State Department of State
Federal Agency: U.S. Department of Health and Human Services
Type of Finding: Activities Allowed or Unallowed and Allowable Costs/Cost Principles - Noncompliance and Internal Control (Significant Deficiency)

Criteria:
Pursuant to annual federal appropriations acts, salary costs charged to federal awards may not exceed Executive Level II of the Federal Executive Pay Scale (the "federal salary cap"), as published by the Office of Personnel Management (OPM). Salary costs charged to federal programs may not exceed this cap and must be appropriately allocated and documented.

Additionally, 2 CFR §200.430 requires that compensation for personal services charged to federal awards be reasonable, allowable, and in compliance with federal statutes and regulations. Further, 2 CFR §200.303 requires non-federal entities to establish and maintain effective internal controls over federal programs.

Condition/Context:
We selected a non-statistical sample of forty (40) payroll transactions charged to the Community Services Block Grant (CSBG) during the audit period. Our testing identified four (4) instances where salary costs charged to the CSBG program exceeded the applicable federal salary cap.

Total CSBG expenditures charged to the program during the audit period were $60,772,230 of which $79,077 was subject to testing.

Cause/Effect:
DYCD's internal controls over payroll allocation and monitoring of the federal salary cap were not consistently designed or operating effectively. As a result, DYCD charged unallowable salary costs to the CSBG program, resulting in noncompliance with federal compensation requirements. However, the instances identified were limited in number to executive personnel and did not indicate a pervasive breakdown in DYCD's overall payroll processing controls.

Questioned Costs:
Known questioned costs of $19,979.

Identification as a Repeat Finding:
This is not a repeat finding.

Recommendation:
We recommend that DYCD strengthen internal controls over payroll and salary cost allocations by ensuring salary costs charged to CSBG are capped at the applicable federal salary limitation, enhancing supervisory review of payroll allocations, and periodically monitoring compensation charged to federally funded programs.

Views of Responsible Official:
DYCD acknowledges this finding. The issue occurred because the salary report used in the cost allocation process did not correspond to the effective period of the cost allocation under review, which in limited instances resulted in salary costs exceeding the applicable federal salary cap. DYCD agrees that the questioned cost for CSBG is $19,979. DYCD is implementing additional internal controls, including date checks to confirm that the salary information used matches the applicable allocation period, month-to-month salary variance checks to identify salary changes within each quarter timely, and updated written procedures with supervisory review requirements.

New York City Department of Youth & Community Development ("DYCD")

Finding #: 2025-005

Funding Year(s): 7/01/2023 – 6/30/2026
WIOA Cluster:
WIOA Adult Program (ALN 17.258)
WIOA Youth Activities (ALN 17.259)
WIOA Dislocated Worker Formula Grants (ALN 17.278)
Contract Numbers: 23A55AY000032 and 24A55AY000060
Pass-Through Agency: New York State Department of Labor
Federal Agency: U.S. Department of Labor
Type of Finding: Activities Allowed or Unallowed and Allowable Costs/Cost Principles - Noncompliance and Internal Control (Significant Deficiency)

Criteria:
Pursuant to annual federal appropriations acts, salary costs charged to federal awards may not exceed Executive Level II of the Federal Executive Pay Scale (the "federal salary cap"), as published by the Office of Personnel Management (OPM). Salary costs charged to federal programs may not exceed this cap and must be appropriately allocated and documented.

Additionally, 2 CFR §200.430 requires that compensation for personal services charged to federal awards be reasonable, allowable, and in compliance with federal statutes and regulations. Further, 2 CFR §200.303 requires non-federal entities to establish and maintain effective internal controls over federal programs.

Condition/Context:
We selected a non-statistical sample of forty (40) payroll transactions charged to the WIOA cluster during the audit period. Our testing identified four (4) instances where salary costs charged to the WIOA cluster exceeded the applicable federal salary cap.

Total WIOA cluster expenditures charged to the program during the audit period were $101,260,543 of which $144,119 was subject to testing.

Cause/Effect:
DYCD's internal controls over payroll allocation and monitoring of the federal salary cap were not consistently designed or operating effectively. As a result, DYCD charged unallowable salary costs to the WIOA cluster program, resulting in noncompliance with federal compensation requirements. However, the instances identified were limited in number to executive personnel and did not indicate a pervasive breakdown in DYCD's overall payroll processing controls.

Questioned Costs:
Known questioned costs of $22,826.

Identification as a Repeat Finding:
This is not a repeat finding.

Recommendation:
We recommend that DYCD strengthen internal controls over payroll and salary cost allocations by ensuring salary costs charged to the WIOA cluster are capped at the applicable federal salary limitation, enhancing supervisory review of payroll allocations, and periodically monitoring compensation charged to federally funded programs.

Views of Responsible Official:
DYCD acknowledges this finding. The issue occurred because the salary report used in the cost allocation process did not correspond to the effective period of the cost allocation under review, which in limited instances resulted in salary costs exceeding the applicable federal salary cap. DYCD acknowledges that the question costs for WIOA is $22,826. DYCD is implementing additional internal controls, including date checks to confirm that the salary information used matches the applicable allocation period, month-to-month salary variance checks to identify salary changes within each quarter timely, and updated written procedures with supervisory review requirements.

New York City Department of Small Business Services ("SBS")

Finding #: 2025-006

Funding Year(s): 7/01/2023 – 6/30/2026
WIOA Cluster:
WIOA Adult Program (ALN 17.258)
WIOA Dislocated Worker Formula Grants (ALN 17.278)
Contract Numbers: 23A55AY000032 and 24A55AY000060
Pass-Through Agency: New York State Department of Labor
Federal Agency: U.S. Department of Labor
Type of Finding: Eligibility – Material Noncompliance and Internal Control (Material Weakness)

Criteria:
Pursuant to the Workforce Innovation and Opportunity Act (29 U.S.C. §3101 et seq.) and its implementing regulations at 20 CFR Parts 680 and 681, individuals receiving services under the WIOA program must meet applicable eligibility requirements, and eligibility must be determined and supported by appropriate documentation prior to enrollment and receipt of program services.

Additionally, as stipulated by 2 CFR Section 200.303, recipients of federal awards are required to establish and maintain an internal control environment that complies with either the guidance in "Standards for Internal Control in the Federal Government" (the "Green Book") issued by the Comptroller General of the United States or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") for the federal funding streams it administers.

Condition/Context:
We selected a non-statistical sample of forty (40) participants who received services under the WIOA Cluster during fiscal year 2025. For two (2) participants tested, SBS was not able to provide documentation sufficient to support that the individuals met all applicable WIOA eligibility requirements prior to the provision of program services.

The WIOA programs administered by SBS are primarily service-based in nature and do not involve direct cash assistance or subsidy payments to participants. Rather, program expenditures consist largely of costs associated with case management, training, supportive services, and workforce development activities delivered through SBS and its contracted service providers. As a result, eligibility deficiencies do not readily translate to quantifiable dollar amounts attributable to individual participants, and no specific questioned costs were identified for the instances noted.

Cause/Effect:
SBS's internal controls over WIOA eligibility determination and documentation were not adequately designed or operating effectively to ensure that eligibility determinations were consistently completed prior to enrollment and supported by required documentation.

Questioned Costs:
None identified.

Identification as a Repeat Finding:
This is not a repeat finding.

Recommendation:
We recommend that SBS strengthen their internal controls over WIOA eligibility determination by ensuring eligibility is determined and documented prior to participant enrollment, implementing standardized eligibility documentation and review procedures, and enhancing supervisory review and monitoring to ensure ongoing compliance with WIOA requirements.

Views of Responsible Official:
During the audit, SBS identified a technical system problem ("bug") that resulted in Dislocated Worker (DW) status to not be "reset" for customers who returned to a Workforce1 Center after exiting from their DW enrollment. This system bug inadvertently misidentified a small percentage of individuals as DW when they should have been WIOA Adult.

The corrective action for this bug is a multi-stage process:

1. The issue has been preliminarily identified. Our Worksource1 software management team will continue to investigate to ensure we have fully scoped out the extent of the bug.
2. SBS will then write comprehensive requirements designed to eliminate the bug from occurring in an future cases.
3. SBS will implement the software fix through our software development team and roll out the update.

The City of New York

Single Audit Report

SUPPLEMENTARY INFORMATION - STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION ASSISTANCE AWARDS REPORTING

Fiscal Year Ended June 30, 2025

THE CITY OF NEW YORK
SINGLE AUDIT REPORT
Schedule of Expenditures of State of New York Department of Transportation Assistance Awards
For the year ended June 30, 2025

State Grantor Program Title	Federal Assistance Listing Number	State Contract Number	Expenditures
New York State Department of Transportation			
Marchiselli/Bond Match for Federal Aid Highway Projects	20.205	D040374, D035775, D034645, D035853, D035372, D040663	$ 3,144,726
Consolidated Local Street and Highway Improvement Program (CHIPS) – Capital Reimbursement Component Cluster:			
(CHIPS) – Capital Reimbursement Component	-	CHIPS/PAVENY/ POP/EWR	179,135,036
State Transit Operating Assistance (STOA)	-	SIF, MTA	218,028,175
Arterial Highway Maintenance	-	D007634	18,657,010
Federal Transit Administration	-	K007390	15,037,224
State-aid Multi-Modal Program	-	D025847, D041388	1,053,210
State Personal Income Tax Funds	-	D035260	8,687
Special Traffic Options Prog for Driving Intoxicated	-	STOP DWI	110,054
Other State Programs	-	C1001103, C1002027	123,347
TOTAL EXPENDITURES OF STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION ASSISTANCE AWARDS			$ 435,297,469

The accompanying notes to the Schedule of Expenditures of State of New York Department of Transportation Assistance Awards should be read in conjunction with this Schedule.

Notes to Schedule of Expenditures of State of New York Department of Transportation Assistance Awards

For the year ended June 30, 2025

1. BASIS OF PRESENTATION

Reporting Entity - General - The City of New York ("The City") is a municipal corporation governed by the Mayor and the City Council. The City's operations also include those normally performed at the county level and accordingly, transactions applicable to the operations of the five counties that comprise The City are included in the accompanying basic financial statements.

The financial reporting entity consists of The City and its component units, as detailed in Note A.1 of The City's basic financial statements, which are legally separate organizations for which The City is financially accountable.

The accompanying Schedule of Expenditures of State of New York Department of Transportation Assistance Awards ("SESA") presents the expenditures related only to the financial assistance programs provided by the New York State Department of Transportation to the New York City Department of Transportation.

2. BASIS OF ACCOUNTING

The basis of accounting determines when transactions are reported in The City's basic financial statements. Specifically, the government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which The City either gives or receives value without directly receiving or giving equal value in exchange, include grants, entitlements, and donations which are recorded on the accrual basis of accounting. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

The accompanying SESA was prepared on the accrual basis of accounting and presents the state awards expenditures of the reporting entity as defined in Note 1 above.

Indirect costs included in the reported expenditures are calculated based on The City's Cost Allocation Plan, approved by the U.S. Department of Health and Human Services. Such Cost Allocation Plan lists the amount allocated to the New York City Department of Transportation.

3. MATCHING COSTS

Matching costs (i.e., the non-state share of certain program costs) provided by The City are not included in the accompanying SESA.

4. RELATIONSHIP TO STATE FINANCIAL REPORTS

The regulations and guidelines governing the preparation of state financial reports vary by state agency and among programs administered by the same agency. Accordingly, the amounts reported in the state financial reports do not necessarily agree with the amounts reported in the accompanying SESA which is prepared on the basis described in Notes 1 and 2, above.

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS ON COMPLIANCE FOR EACH MAJOR STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION ASSISTANCE AWARD PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY PART 43 OF TITLE 17 OF THE *NEW YORK CODES, RULES AND REGULATIONS*

The People of The City of New York:

Report on compliance for each major State of New York Department of Transportation Assistance Award Program

Opinion on each major state program

We have audited the compliance of The City of New York ("The City") with the types of compliance requirements described in Part 43 of Title 17 of the *New York Codes, Rules and Regulations* ("NYCRR") that could have a direct and material effect on each of The City's major State of New York Department of Transportation Assistance Award Programs ("NYSDOT Programs") for the year ended June 30, 2025. The City's major NYSDOT Programs are identified in the summary of auditor's results section of the accompanying NYSDOT Programs schedule of findings and questioned costs.

In our opinion, The City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major NYSDOT Programs for the year ended June 30, 2025.

Basis for opinion on each major state program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (US GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of NYCRR. Our responsibilities under those standards and the NYCRR are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of The City and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major NYSDOT Program. Our audit does not provide a legal determination of The City's compliance with the compliance requirements referred to above.

Other matter – state expenditures not included in the compliance audit

Our audit of, and opinion on, The City's compliance for each major NYSDOT Program does not include the major programs associated with State of New York Department of Transportation Assistance Award expenditures, if any, of those entities listed in Note E.1 to The City's basic financial statements. Those entities that may have expended State of New York Department of Transportation Assistance Awards for the year ended June 30, 2025 are not covered by this report because those entities engaged other auditors to audit their compliance with the types of compliance requirements described in the NYCRR.

Responsibilities of management for compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to The City's NYSDOT Programs.

Auditor's responsibilities for the audit of compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on The City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS, *Government Auditing Standards*, and the NYCRR will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about The City's compliance with the requirements of each major NYSDOT Program as a whole.

In performing an audit in accordance with US GAAS, *Government Auditing Standards*, and the NYCRR, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding The City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of The City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the NYCRR, but not for the purpose of expressing an opinion on the effectiveness of The City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Grant Thornton

Report on internal control over compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a NYSDOT Program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a NYSDOT Program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a NYSDOT Program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor’s Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

As described in our Report on Compliance for each major NYSDOT Program above, this Report on Internal Control Over Compliance does not include the results of the other auditors’ testing of internal control over compliance that is reported on separately by those auditors.

The purpose of this Report on Internal Control Over Compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the NYCRR. Accordingly, this report is not suitable for any other purpose.

Grant Thornton LLP

New York, New York
March 31, 2026

SECTION I - SUMMARY OF AUDITOR'S RESULTS

State of New York Department of Transportation Assistance Awards:

Internal control over each major State of New York Department of Transportation Assistance Award Program:

- Material weakness(es) identified? ___ yes _X_ no
- Significant deficiencies identified that are not considered to be material weakness(es) __ yes _X_ none reported

Type of auditor's report issued on compliance for the major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Part 43 of Title 17 of the *New York Codes, Rules and Regulations* __ yes _X_ no

Identification of major State of New York Department of Transportation Assistance Award Program:

State Grantor Program Title	Identifying Number(s)
State Transit Operating Assistance (STOA)	SIF, MTA

SECTION II - FINDINGS AND QUESTIONED COSTS RELATING TO STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION ASSISTANCE AWARDS

No matters were reported.

THE CITY OF NEW YORK

SINGLE AUDIT REPORT

AGENCY CORRECTIVE ACTION PLANS
AND
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

For the Fiscal Year Ended June 30, 2025

THE CITY OF NEW YORK

March 31, 2026

To the Concerned Federal and New York State Agencies:

I respectfully submit New York City's Corrective Action Plans and the Summary Schedule of Prior Audit Findings for the Single Audit for the fiscal year ended June 30, 2025. This report accompanies Grant Thornton's report on New York City's Single Audit and is submitted pursuant to the Single Audit Act Amendments of 1996 and Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The report demonstrates the City's continuing commitment to correct all findings to ensure the appropriate use and management of federal financial assistance.

Sincerely,

Man Hon Cheung

Man Hon Cheung
Assistant Director
Mayor's Office of Management and Budget

Finding No.	2025-001
Department(s)	New York City Administration for Children’s Services
Program(s)	Assistance Listing Number 93.575, Child Care and Development Block Grant
Corrective Action(s)	NYC is planning to transition to the New York State IT system once it is fully developed and implemented by the New York State Office of Children and Family Services and New York State Information Technology for the Child Care Assistance Program. The State IT system will be programmed to reflect current State policy on authorized hours, mitigating the risk of this error in the future. In the interim, the City is implementing a short-term, manual solution to ensure enrollments match authorized hours with regard to full-time and part-time enrollment and days of enrollment.
Anticipated Completion Date	June 2026 and ongoing
Person(s) Responsible for Implementation	Shari Gruber, Associate Commissioner, Policy and Compliance, Division of Child & Family Well-Being, shari.gruber@acs.nyc.gov, (212) 393-5109

Finding No.	2025-002
Department(s)	New York City Housing Preservation & Development
Program(s)	Assistance Listing Number 14.871, Housing Voucher Cluster: Section 8 Housing Choice Vouchers
Corrective Action(s)	During COVID-19, HPD adopted HUD CARES Act waivers that temporarily suspended adverse actions to protect applicants, participants, owners, and staff. While recertifications were still requested from February 2020 through December 2021, families were not penalized for incomplete submissions, resulting in a backlog. HPD has since implemented technological and process improvements to address this backlog, increasing its HUD reporting rate, with further improvement expected in FY2026. Although COVID-era policies have ended and normal enforcement processes have resumed, HPD continues intensive follow-up efforts to ensure compliance, and full recovery to pre-pandemic certification levels will take additional time.

1. Continue to build on existing systems to more closely track recertifications that are mailed and not returned.

a. Although the number of cases without a recertification completed was greater in this year's single audit sample than last years, this is not reflective of the actual trend in the agency's overall number of completed recertifications, which increased significantly in calendar year 2025. Between 06/30/2024 and 06/30/2025, HPD's recertification rate increased by 10 percentage points. We expect the percentage of completed recertifications to increase in the upcoming year. This reflects the steady effort required to both reduce a backlog of cases and prevent additional cases from becoming overdue. HPD continues to employ successful strategies that have resulted in this progress to further reduce overdue recertifications in the coming year.

b. A technical update is scheduled for the spring of 2026 which will automate the upload of submitted recertification packages into HPD's digital case files, which will improve the efficiency for follow-up on both returned and unreturned recertification packages.

2. Implement revised HPD policy to allow updates to Utility Allowances during all certifications including those processed for rent increases and interim changes.

3. Continue to use Community Based Organizations (CBOs) for referring overdue cases in order to assist participants in completing and returning recertification packages.

a. HPD continues to use contracted CBOs to assist participants in meeting program requirements. CBOs are located in three of the five boroughs with the most participants. Referrals are primarily for seniors and people with disabilities who need help completing and submitting their recertification packages to HPD on time. HPD has transitioned from individualized referrals to a systematized approach to identify and refer households for quicker action by CBOs. A daily report of referred cases is sent to the team coordinating and prioritizing CBO referrals.

4. Continue to provide automated reminders for participants at risk of termination of assistance because of their failure to submit a recertification package.

5. Continue to differentiate roles among teams to streamline efficient completion of annual Recertifications.

6. Continue to meet the training needs of new and existing staff members to empower more staff members in the processing of annual certifications to minimize delays in processing of annual certifications.

Anticipated Completion Date	June 2026
Person(s) Responsible for Implementation	Dinsiri Fikru, Assistant Commissioner, Division of Program Policy and Innovation, Office of Housing Access and Stability, FIKRUD@HPD.NYC.GOV

Finding No.	2025-003
Department(s)	New York City Department of Health and Mental Hygiene
Program(s)	Assistance Listing Number 93.069, Public Health Emergency Preparedness
Corrective Action(s)	DOHMH's Office of Emergency Preparedness and Response (OEPR) and Division of Finance agree with the recommendations. Non-compliance with the level of effort requirement occurred because there were one-time expenditures due to an unanticipated facility emergency repair that skewed the numbers higher for city tax levy costs in FY23. This was a one-time expense that should have been excluded from the maintenance of effort calculation so that it did not skew the baseline. In addition to strengthening and maintaining internal controls, DOHMH plans to revisit how maintenance of effort is calculated for the PHEP award, as it is currently calculated using an almost 20-year-old formula that has not been tweaked to ensure it accurately captures health care preparedness and public health security spending.
Anticipated Completion Date	9/30/2026
Person(s) Responsible for Implementation	Monica Marquez - Assistant Commissioner of Grants Management and Administration, Division of Emergency Preparedness and Response. mmarquez@health.nyc.gov Wai Ting Yu - Assistant Commissioner of Budget Administration, Division of Finance. wyu4@health.nyc.gov

Finding No.	2025-004
Department(s)	New York City Department of Youth & Community Development
Program(s)	Assistance Listing Number 93.569, Community Services Block Grant
Corrective Action(s)	DYCD acknowledges this finding. The issue occurred because the salary report used in the cost allocation process did not correspond to the effective period of the cost allocation under review, which in limited instances resulted in salary costs exceeding the applicable federal salary cap. DYCD agrees that the questioned cost for CSBG is $19,979. DYCD is implementing additional internal controls, including date checks to confirm that the salary information used matches the applicable allocation period, month-to-month salary variance checks to identify salary changes within each quarter timely, and updated written procedures with supervisory review requirements.
Anticipated Completion Date	The enhanced review process will begin for FY26 Quarter 2 Cost Allocation exercise and will be applied to all future Cost Allocation by April 30th, 2026. Updated written procedures documenting the date validation, month-to-month variance review, and supervisory review requirements will be finalized by April 3rd, 2026.
Person(s) Responsible for Implementation	Christopher Lahey, Senior Director, Office of Contract Agency Audits, clahey@dycd.nyc.gov Ardis Sanmoogan, Senior Director, Grants Management & Revenue, asanmoogan@dycd.nyc.gov Joanna Clinton, Director, Grants Management & Revenue jfcrockett@dycd.nyc.gov

Finding No.	2025-005
Department(s)	New York City Department of Youth & Community Development
Program(s)	Assistance Listing Numbers 17.258, 17.259, 17.278, Workforce Innovation and Opportunity Act (WIOA) Cluster
Corrective Action(s)	DYCD acknowledges this finding. The issue occurred because the salary report used in the cost allocation process did not correspond to the effective period of the cost allocation under review, which in limited instances resulted in salary costs exceeding the applicable federal salary cap. DYCD acknowledges that the question costs for WIOA is $22,826. DYCD is implementing additional internal controls, including date checks to confirm that the salary information used matches the applicable allocation period, month-to-month salary variance checks to identify salary changes within each quarter timely, and updated written procedures with supervisory review requirements.
Anticipated Completion Date	The enhanced review process will begin for FY26 Quarter 2 Cost Allocation exercise and will be applied to all future Cost Allocation by April 30th, 2026. Updated written procedures documenting the date validation, month-to-month variance review, and supervisory review requirements will be finalized by April 3rd, 2026.
Person(s) Responsible for Implementation	Christopher Lahey, Senior Director, Office of Contract Agency Audits, clahey@dycd.nyc.gov Ardis Sanmoogan, Senior Director, Grants Management & Revenue, asanmoogan@dycd.nyc.gov Joanna Clinton, Director, Grants Management & Revenue, jfcrockett@dycd.nyc.gov

Finding No.	2025-006
Department(s)	New York City Department of Small Business Services
Program(s)	Assistance Listing Numbers 17.258, 17.259, 17.278, Workforce Innovation and Opportunity Act (WIOA) Cluster
Corrective Action(s)	During the audit, SBS identified a technical system problem ("bug") that resulted in Dislocated Worker (DW) status to **not** be "reset" for customers who returned to a Workforce1 Center after exiting from their DW enrollment. This system bug inadvertently misidentified a small percentage of individuals as DW when they should have been WIOA Adult. The corrective action for this bug is a multi-stage process: 1. The issue has been preliminarily identified. Our Worksource1 software management team will continue to investigate to ensure we have fully scoped out the extent of the bug. 2. SBS will then write comprehensive requirements designed to eliminate the bug from occurring in any future cases. 3. SBS will implement the software fix through our software development team and roll out the update.
Anticipated Completion Date	SBS' development horizon is generally a multi-month window. This bug will receive heightened priority and *should* follow a similar scope, but development is always dependent on understanding the complete scope of the issue and how broad the fixes will be and other priorities to be worked on in that time. SBS can commit to completing stage 1 by the end of April 2026, completing stage 2 by the end of June 2026, and rolling out the updated code by the end of September 2026.
Person(s) Responsible for Implementation	Justo Scott, Chief Administrative Officer JScott@sbs.nyc.gov 212-618-6728 William Hattar, Executive Director for Database and Software WHattar@sbs.nyc.gov 212-618-6725

City Agency	Index #	Page	Program Name	Summary of Finding	Status
Department of Education	02-25 - 84.027, 84.173	178	Title I – Grants to Local Education Agencies (84.010) Special Education – Grants to States (84.027) Career and Technical Education – Basic Grants to States (84.048) Special Education Pre-school Grants (84.173) Twenty-First Century Community Learning Centers (84.287) Education Technology State Grants (84.318) Reading First State Grants (84.357) English Language Acquisition Grants (84.365) Supporting Effective Instruction State Grant (84.367) School Improvement Grants (84.377) Recovery Act – Education Technology State Grants (84.386) School Improvement Grant, Recovery Act (84.388) State Fiscal Stabilization Fund (SFSF) – Race-to-the-Top Incentive	Timely completion of expenditure reports	Corrective Action Implemented
	03-18 - 84.027, 84.173	164			
	04-18 - 84.027, 84.173	176			
	05-18 - 84.027, 84.173	190			
	06-18 - 84.010, 84.027, 84.173, 84.287, 84.318, 84.365, 84.367	199			
	07-12 - 84.027, 84.173	209			
	07-13 - 84.048				
	08-08 - 84.010, 84.027, 84.048, 84.173, 84.287, 84.318, 84.357, 84.365	197			
	09-11 - 84.010, 84.027, 84.048, 84.173, 84.287, 84.318, 84.357	211			
	10-15 - 84.027, 84.048, 84.173, 84.287, 84.318, 84.357	229			
	11-08 - 84.010, 84.027, 84.048, 84.173, 84.287, 84.365	227			
	12-09 - 84.027, 84.048, 84.173, 84.287, 84.386	236			
	13-005 - 84.027, 84.048, 84.173, 84.287, 84.365, 84.367, 84.386, 84.395	237			
	2014-005 - 84.010, 84.027, 84.048, 84.173, 84.365, 84.388	269			
	2015-006 - 84.010, 84.027, 84.048,	268			

THE CITY OF NEW YORK
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Fiscal Year Ended June 30, 2025

City Agency	Index #	Page	Program Name	Summary of Finding	Status
	84.173, 84.287, 84.365, 84.367, 84.395		Grants, Recovery Act (84.395)		
	2016-004 - 84.010, 84.027, 84.173, 84.365, 84.367, 84.377	354	Preschool Development Grants (84.419) Student Support and Academic Enrichment Program (84.424)		
	2017-002 - 84.010, 84.419	193			
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	2019-002 - 84.010, 84.048, 84.287, 84.365, 84.377, 84.419	199			
	2020-001 - 84.010, 84.048, 84.287, 84.365, 84.377, 84.419	200			
	2021-001 - 84.010, 84.048, 84.287, 84.365, 84.424	228			
	2022-001 – 84.010, 84.048, 84.287, 84.365, 84.367, 84.424	232			
	2023-001 - 84.010, 84.287, 84.365, 84.367	223			
	2024-001 - 84.010, 84.287, 84.365, 84.367	221			
New York City Police Department	2024-006 – 97.075	231	Rail and Transit Security Grant Program	Equipment and real property management	Corrective Action Implemented
New York City Department of Health and Mental Hygiene	2023-008 - 93.323 2024-002 - 93.323	238 223	Epidemiology and Laboratory Capacity (ELC)	Reporting	Corrective Action Implemented

City Agency	Index #	Page	Program Name	Summary of Finding	Status
New York City Human Resources Administration	2023-002 - 14.239 2024-007 - 14.239	225 233	HOME Investment Partnerships Program	Allowable Costs and Eligibility	Corrective Action Implemented
New York City Department of Housing Preservation and Development	2023-014 - 14.249/14.856 2024 -005- 14.249/14.856	250 229	Section 8 Project-Based Cluster	Eligibility and Special Reporting	Repeat
New York City Department of Housing Preservation and Development	2023-016 - 14.871 2024-004 - 14.871	254 227	Housing Voucher Cluster	Eligibility and Special Tests and Provisions	Repeat: CAP in current year report; refer to index 2025-002 – 14.871
New York City Administration for Children's Services	2023-013 - 93.575 2024-003 - 93.575	248 225	Child Care and Development Block Grant (CCDBG)	Allowable Costs and Eligibility	Repeat: CAP in current year report; refer to index 2025-001 – 93.575

THE CITY OF NEW YORK

SINGLE AUDIT REPORT

NEW YORK STATE DEPARTMENT OF TRANSPORTATION ASSISTANCE

AGENCY CORRECTIVE ACTION PLANS AND SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

For the Fiscal Year Ended June 30, 2025

THE CITY OF NEW YORK

March 31, 2026

To the New York State Department of Transportation:

With respect to the New York City Single Audit for the fiscal year ended June 30, 2025, I am pleased to report that there are no Prior Audit Findings related to the New York State Department of Transportation Assistance, nor current year findings or Corrective Action Plans with this submission. This report accompanies Grant Thornton's report on New York City's Single Audit and is submitted pursuant to Part 43 of the New York Codes, Rules and Regulations and with respect to the Single Audit Act Amendments of 1996 and Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The report demonstrates the City's continuing commitment to correct all findings to ensure the appropriate use and management of federal and New York State Department of Transportation financial assistance.

Sincerely,

Man Hon Cheung

Man Hon Cheung
Assistant Director
Mayor's Office of Management and Budget