Matter of Mason v Torres-Springer
2018 NY Slip Op 31023(U)
May 25, 2018
Supreme Court, New York County
Docket Number: 152242/2018
Judge: Eileen A. Rakower

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 6

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In the Matter of the Application of:

ISHMEAL MASON,

Petitioner,

For Judgment Pursuant to Article 78 and For Declaratory Relief Pursuant to Section 3001 of the Civil Practice Law & Rules,

- against -

MARIA TORRES-SPRINGER, as Commissioner of The New York City Department of Housing Preservation and Development ("HPD"); and the NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT; and CENTRAL HARLEM ASSOCIATES, LLC,

Respondents.

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Index No. 152242/2018

DECISION and ORDER

Motion Seq. 001

HON. EILEEN A. RAKOWER, J.S.C.

In this Article 78 Proceeding, Petitioner Ishmeal Mason ("Mason") moves for an Order: 1) annulling the decision of Respondent the New York City Department of Housing Preservation and Development ("HPD") and its Commissioner Maria Torres-Springer ("Torres-Springer") to terminate Mason's Section 8 subsidy; 2) directing HPD and Torres-Springer to reinstate the Section 8 subsidy retroactively to the date of termination; 3) staying the nonpayment and holdover proceedings currently pending in New York County Civil Court, Housing Part D and F respectively; 4) staying any other potential actions related to this matter; 5) temporarily restraining HPD and any Marshal or Sheriff from proceeding with any eviction based on the holdover proceeding; and 6) awarding

Mason reasonable attorneys' fees, costs and disbursements. (Mason's Order to Show Cause at 2-3) HPD and Torres-Springer oppose.

A. Section 8 Framework

Under §1802(3) of the New York City Charter, HPD is vested with the power of "all functions of the city, and all powers, rights and duties as provided by any federal, state or local law or resolution, relating to," *inter alia*, "publicly-aided... housing." The housing subsidy known as Section 8 housing was created by the United States Housing Act ("Housing Act") for "the purpose of assisting lower-income families in obtaining a decent place to live and of promoting economically mixed housing..." (42 USC §1437f[a]). To that end, the Housing Act provides for "assistance payments" for "existing, newly constructed and substantially rehabilitated housing..." (*id.*). The Section 8 program is administered on the federal level by the U.S. Department of Housing and Urban Development ("HUD") which provides funding to "public housing agencies" ("PHAs"). (*see* 24 CFR §982.1)

HPD is the public housing agency for the City of New York. As a PHA and recipient of HUD funding, HPD is required to comply with "HUD regulations and other HUD requirements" for the Section 8 program (24 C.F.R. §982.52). HUD regulations require that families or individuals who participate in the Section 8 program comply with certain obligations in order to maintain their Section 8 status. For instance, 24 CFR § 982.551 (d), entitled "Obligations of participant", provides "The family[1] must allow the PHA to inspect the unit at reasonable times and after reasonable notice." Additionally, "The family must promptly notify the PHA of absence from the unit." (24 CFR § 982.551 [h][i]) Ultimately, PHAs are required to adopt a written administrative plan which establishes local policies for administration of the Section 8 program in accordance with HUD regulations and requirements. (*see* 24 CFR §982.54).

Within HPD's Administrative Plan ("Administrative Plan"), the denial or termination of Section 8 assistance is governed by Chapter 15. Chapter 15.3, entitled "Mandatory Termination of Assistance," provides that "HPD must terminate program assistance for a participant under any of the following circumstances: If the family is absent from the assisted unit for more than 180 days under any circumstance." (Administrative Plan at 15-2) Chapter 15.4.2. provides

[1] 24 CFR § 982.4(b) defines "Family" as "A person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program."

that "HPD may . . . terminate program assistance to a participant under any of the following circumstances: If the family has violated one of the family obligations listed on the voucher, HPD briefing booklet, and HPD's Administrative Plan." (Administrative Plan at 15-4) With respect to obligations, Chapter 15.12 provides,

> "It is a family's obligation to supply information . . . An applicant or participant who fails to keep an appointment or to supply information required by a deadline without notifying the agency may be sent a notice of . . . termination of assistance . . . Appointments will be scheduled and time requirements will be imposed for the following events and circumstances: HQS inspections. Acceptable reasons for missing appointments . . . by deadlines are: medical emergency, family emergency, and any other reason that HPD deems appropriate. These reasons are only acceptable if HPD is notified in a timely manner."
>
> (Administrative Plan at 15-8, 15-9)

Should a participant in the Section 8 program wish to appeal a determination made by HPD, Chapter 16.3.4 provides,

> All requests for informal hearings must be made in writing and received by HPD, either by mail or in person, within 30 calendar days from the date printed on the notice. HPD will not accept phone call requests for an informal hearing. If the participant does not request an informal hearing in accordance with these procedures, HPD's determination will become final.
>
> (Administrative Plan at 16-7)

B. Background and Factual Allegations

Mason lives at 263 West 152nd Street, Apt. 5C, New York, New York 10039 (the "premises") and for the previous 8 years, he held a Section 8 subsidy voucher. Mason pays approximately $163.00 in rent and receives Social Security Disability Income. On or about March 21, 2016, Mason completed an Annual Recertification

Package listing himself only as a household member at the premises. (HPD and Torres-Springer Answer at 13) Mason avers that he was incarcerated from approximately December 14, 2016 to October 16, 2017. (aff of Mason at 1) According to HPD and Torres-Springer, during that period, they informed Mason by letter dated December 30, 2016, that a mandatory annual inspection was scheduled for the premises on January 13, 2017. (HPD and Torres-Springer Answer at 13) This letter bears the address of the premises and states that, "HPD may terminate your rent subsidy if the HPD Inspector does not gain access to all rooms within your apartment." (Respondent's exhibit E)

On January 13, 2017, Mason failed to provide access to the premises. By letter dated January 18, 2017, HPD informed Mason that he had failed to provide access for the inspection and scheduled a second inspection for January 30, 2017. (Respondent's exhibit F) This letter also bears the address of the premises and states that, "HPD may terminate your rent subsidy if the HPD Inspector does not gain access to all rooms within your apartment." (Respondent's exhibit E)

On January 30, 2017, Mason failed to provide access to the premises. By letter dated February 14, 2017, HPD informed Mason that he had failed to provide access for the second inspection. This letter states, "IF YOU DO NOT PROVIDE ACCESS TO YOUR APARTMENT, YOUR SECTION 8 RENT SUBSIDIY WILL BE TERMINATED." (Respondent's exhibit H) The letter bears the address of the premises and requests that Mason return certain documents to HPD wherein he explains why he did not provide access. (Respondent's exhibit H)

HPD and Torres-Springer state that Mason did not return the documents. By Notice of Section 8 Rent Subsidy Termination dated March 17, 2017, HPD informed Mason that his Section 8 subsidy voucher would be terminated effective on April 30, 2017. (Respondent's exhibit I) The notice bears the address of the premises and states the following:

> "AS A RESULT OF THIS RENT SUBSIDY TERMINATION YOU WILL BE REQUIRED TO PAY THE ENTIRE CONTRACT RENT OF $1,216.82 FOR YOUR APARTMENT.
>
> You may appeal this decision at an informal hearing before an impartial HPD staff member who was not involved in making the termination decision. You may request an informal hearing by returning the

attached form to HPD. HPD must receive this form within thirty (30) calendar days.

IF A HEARING REQUEST IS NOT RECEIVED BY HPD WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS NOTICE, HPD WILL TERMINATE YOUR SECTION 8 SUBSIDY AS OF 4/30/2017. TERMINATION OF THIS SUBSIDY MAY INCREASE YOUR MONTHLY RENT OBLIGATION TO THE FULL CONTRACT RENT AND MAY RESULT IN POSSIBLE EVICTION BY YOUR LANDLORD IF YOU CANNOT PAY YOUR RENT IN FULL."

(Respondent's exhibit I)

HPD and Torres-Springer state that they mailed two copies of the notice, one via first class mail and one via certified return receipt.

On or about April 5, 2017, CHA commenced a nonpayment proceeding in Manhattan Housing Court by allegedly serving Mason with a Notice of Petition and Petition. CHA sought a money judgment in the amount of $677.00, possession of the premises, a warrant of eviction, and costs and disbursements. Mason's stepmother allegedly filed an Answer pro se and asserted a denial. A hearing on the matter was scheduled for June 16, 2017.

On April 30, 2017, HPD terminated Mason's Section 8 voucher.

On June 16, 2017, Mason failed to appear at the nonpayment proceeding due to his incarceration and that court adjourned the hearing to July 17, 2017. On July 17, 2017, Mason failed to appear and the court adjourned the hearing to August 21, 2017. On August 21, 2017, Mason failed to appear and the court adjourned the hearing to September 25, 2017. On September 25, 2017, Mason failed to appear and the Court adjourned the hearing until November 7, 2017. Because Mason was allegedly released from incarceration on October 16, 2017, he appeared at the November 7, 2017 hearing. At that time, Mason allegedly entered a stipulation with CHA wherein he agreed to pay $9,163.96 in arrears by December 31, 2017. On or about that time, Mason also learned that his Section 8 voucher was terminated.

By letter dated November 15, 2017, Mason informed HPD that he "would like to appeal for Section 8" (Respondent's exhibit k). HPD responded by letter dated November 17, 2017, stating, "Your request for a Section 8 informal hearing is DENIED because it was late. Your written request was due by 4/16/2017 but was not received until 11/15/2017." (Respondent's exhibit L)

Allegedly on or about January 2, 2018, Mason was served with a notice of eviction by the Marshal because he failed to pay the arrears in accordance with the stipulation entered on November 7, 2017.

On or about January 26, 2018, Mason claims he appeared at HPD's office and learned for the first time that his request for a hearing was denied. At that time, Mason claims he received the HPD Denial of Section 8 Informal Hearing Request. HPD and Torres-Springer however claim that their records indicate that Mason appeared on December 19, 2017 to inquire about the status of his Section 8 rent subsidy. (Respondent's exhibit M)

Sometime in either February or March of 2018, CHA commenced the holdover proceeding against Mason. The matter was adjourned to April 13, 2018.

On May 22, 2018, the Court conferenced this instant petition with the parties. Counsel for HPD and Torres-Springer represented that Mason did not notify HPD of his incarceration. Counsel for Mason was unable to inform the Court of the reasons for Mason's incarceration.

C. Contentions

Mason argues that HPD's refusal to grant an impartial hearing on the termination of Mason's Section 8 voucher is arbitrary and capricious, an abuse of discretion, and a violation of due process. Mason also asserts that HPD's termination of his Section 8 voucher is arbitrary and capricious and an abuse of discretion. He claims *inter alia* that the termination of the Section 8 subsidy was so disproportionate to the offenses committed that it shocks one's senses of fairness.

HPD and Torres-Springer contend that Mason failed to submit a timely administrative appeal. Therefore, he failed to exhaust his administrative remedies and this Court lacks jurisdiction to review the determination. Additionally, the respondents argue that Mason has not stated where or why he was incarcerated. But even if Mason was incarcerated from December 14, 2016 to October 16, 2017,

federal law and the HPD Administrative Plan prohibit an absence from a subsidized unit for more than 180 days.

Additionally, HPD and Torres-Springer assert that they notified Mason of two scheduled inspections and he failed to provide access to the premises both times. Accordingly, the respondents maintain that their determination to terminate Mason's Section 8 rent subsidy, effective April 30, 2017, was reasonable, rational, and based upon the proper application of the relevant law.

The respondents also argue that Mason was advised in the March 17, 2017 Notice of Termination that he had to request an informal hearing and administratively appeal the determination within 30 calendar days of March 17, 2017. Because Mason failed to appeal the determination by April 16, 2017, the respondents argue that denial of an informal hearing was rational, reasonable, and made in accordance with applicable law.

D. Standards

Article 78

"Article 78 proceedings exist for the relief of parties personally aggrieved by governmental action." (*Dunne v Harnett*, 399 NYS 2d 562, 563 [Sup Ct, NY County 1977].) If an Article 78 proceeding is brought "to review a determination," the court's "judgment may annul or confirm the determination in whole or in part, or modify it, and may direct or prohibit specified action by the respondent." (CPLR 7806) However, judicial review is limited to questions expressly identified by CPLR 7803. (*Featherstone v Franco*, 95 NY2d 550, 554 [2000].)

One such question is "whether a determination was made in violation of lawful procedure, was affected by an error of law or was arbitrary and capricious or an abuse of discretion, including abuse of discretion as to the measure or mode of penalty or discipline imposed." (CPLR 7803 [3]) "[I]t is settled that in a proceeding seeking judicial review of administrative action, the court may not substitute its judgment for that of the agency responsible for making the determination, but must ascertain only whether there is a rational basis for the decision or whether it is arbitrary and capricious." (*Flacke v Onondaga Landfill Systems, Inc.*, 69 NY2d 355, 363 [1987].) "An action is arbitrary and capricious

when it is taken without sound basis in reason or regard to the facts." (*Testwell, Inc. v New York City Dept. of Bldgs.*, 80 AD3d 266, 276 [1st Dept 2010].)

In *Grant v New York City Housing Authority*, the First Department reiterated that the Court of Appeals has defined a penalty that is "shocking to one's sense of fairness" as one which,

> "is so grave in its impact on the individual subjected to it that it is disproportionate to the misconduct, incompetence, failure or turpitude of the individual, or to the harm or risk of harm to the agency or institution, or to the public generally visited or threatened by the derelictions of the individuals. Additional factors would be the prospect of deterrence of the individual or of others in like situations, and therefore a reasonable prospect of recurrence of derelictions by the individual or persons similarly [situated]"

(*Grant v New York City Housing Authority*, 116 AD3d 531, 533 [1st Dept 2014].)

Accordingly, the First Department has found that where a petitioner repeatedly disregards HPD's rules, termination is not disproportionate to the misconduct. (*Auguste v Wambua* 107 AD3d 607, 607 [1st Dept 2013].) Additionally, termination of a Section 8 rent subsidy is proper where substantial evidence supports the agency's determination that petitioner violated his obligation under governing rules to permit the agency to inspect his apartment. (*KJ v New York City Housing Authority*, 146 AD3d 694, 695 [1st Dept 2017].)

Due Process

"Due process does not require actual receipt of notice before a person's liberty or property interests may be adjudicated; it is sufficient that the means selected for providing notice was 'reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.'" (*Beckman v Greentree Securities, Inc.*, 87 NY2d 566, 570 [1996].) The Court of Appeals has further stated that, "[t]he means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it." (*id.*) "Unquestionably, mailed notice may suffice." (*id.*)

Exhaustion of Remedies

"The doctrine of exhaustion of administrative remedies applies 'to contractual provisions which provide for dispute resolution procedures as a condition precedent to any action or proceeding in the courts.'" (*Matter of People Care Inc v City of N.Y. Human Resources Admin.*, 89 AD3d 515, 516 [1st Dept 2011].) "Those who wish to challenge agency determinations under article 78 may not do so until they have exhausted their administrative remedies." (*Walton v New York State Dept. of Correctional Services*, 8 NY3d 186, 195 [2007].) Within the context of Section 8 subsidy vouchers, at least one Court has found that a failure to timely request a hearing after notice of termination bars claims under the doctrine of exhaustion of remedies. (*see Moreta v. Cestero*, 926 N.Y.S.2d 258, 264 [Sup Ct, NY County 2011, Friedman J.]) (stating "It is undisputed that Martha did not request a hearing within 21 days after service of the notice of termination. The court accordingly holds that her claims are barred due to her failure to exhaust her administrative remedies.")

E. Discussion

Preliminarily, it is undisputed that Mason was a person approved to reside in the premises with assistance under the program for the past 8 years. (24 CFR § 982.4[b]) Therefore, Mason was obliged to promptly notify the PHA of his absence from the premises and allow the PHA to inspect the premises at reasonable times after reasonable notice. (24 CFR § 982.551 [h][i]; 24 CFR § 982.551 [d])

Due Process Analysis

Mason's argument that HPD violated his due process rights by denying him an impartial hearing is unavailing. Although Mason argues that he was incarcerated from December 14, 2016 to October 16, 2017 and therefore did not receive HPD's notice of termination dated March 17, 2017, "[d]ue process does not require actual receipt of notice." (*Beckman v Greentree Securities, Inc.*, 87 NY2d 566, 570 [1996]; aff of Mason at 1) It was sufficient that HPD mailed the notice to the address of the premises because that was "reasonably calculated, under all the circumstances, to apprise [Mason] of the pendency of the action and afford [him] an opportunity to present [his] objections." (*Beckman,* 87 NY2d at

570) Here, HPD and Torres-Springer were unaware of Mason's incarceration. Indeed, Mason was required to "promptly" notify HPD of his absence from the premises but it appears that he did not despite his ten-month incarceration. (24 CFR § 982.551 [h][i]) Under these circumstances, mailing the notice to the address of the premises – the address of Mason's home – was a means "desirous of actually informing" Mason. (*Beckman,* 87 NY2d at 570) Furthermore, the notice of termination specifically stated, "IF A HEARING REQUEST IS NOT RECEIVED BY HPD WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS NOTICE, HPD WILL TERMINATE YOUR SECTION 8 SUBSIDY AS OF 4/30/2017." (Respondent's exhibit I) In this regard, HPD provided Mason with notice and an opportunity to request a hearing. (Respondent's exhibit I) That HPD denied Mason a hearing because he made the request approximately 7 months after the 30-day deadline does not constitute a due process violation.

Exhaustion of Remedies and Article 78 Analysis

There is support within the jurisprudence of this Court to find that Mason's failure to request a hearing within the allotted 30 days constitutes a failure to exhaust administrative remedies barring review of the claims in his petition. (*see Moreta v. Cestero*, 926 N.Y.S.2d 258, 264 [Sup Ct, NY County 2011, Friedman J.]) (stating "It is undisputed that Martha did not request a hearing within 21 days after service of the notice of termination. The court accordingly holds that her claims are barred due to her failure to exhaust her administrative remedies.") Regardless, even if this Court were to review HPD's determinations, the result would be the same. By law, this Court "may not substitute its judgment" for HPD's but "ascertain only whether there is a rational basis" for HPD's decision to deny the informal hearing. (*Flacke v Onondaga Landfill Systems, Inc.*, 69 NY2d 355, 363 [1987].) Although Mason argues that HPD's action denying the informal hearing was arbitrary and capricious, and an abuse of discretion, the Court finds that such action was not "taken without sound basis in reason or regard to the facts." (*Testwell, Inc. v New York City Dept. of Bldgs.*, 80 AD3d 266, 276 [1st Dept 2010].) As delineated above, Mason avers that he was incarcerated from December 14, 2016 to October 16, 2017 and therefore absent from the premises for those ten months. HPD mailed the notice of termination dated March 17, 2017 to Mason's home. The notice provided, "IF A HEARING REQUEST IS NOT RECEIVED BY HPD WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS NOTICE, HPD WILL TERMINATE YOUR SECTION 8 SUBSIDY AS OF 4/30/2017." (Respondent's exhibit I) This notice comported with Chapter 16.3.4 of HPD's Administrative Plan in that the request for informal hearings needed to "be made in writing and received by HPD, either by mail or

in person, within 30 calendar days from the date printed on the notice." (Administrative Plan at 16-7) It is undisputed that approximately 7 months after the 30-day deadline, by letter dated November, 15, 2017, Mason informed HPD that he "would like to appeal for Section 8." (Respondent's exhibit k). Accordingly, HPD's action denying the informal hearing "because it was late" comported with Chapter 16.3.4 of the Administrative Plan in that Mason "did not request an informal hearing in accordance with the[] procedures," and "HPD's determination [became] final." (Administrative Plan at 16-7) For these reasons, HPD's action denying the informal hearing was taken with a sound basis in reason and with regard to the facts. (*Testwell, Inc. v New York City Dept. of Bldgs.*, 80 AD3d 266, 276 [1st Dept 2010]; Respondent's exhibit L)

Similarly, HPD's decision to terminate Mason's Section 8 voucher subsidy was not arbitrary and capricious nor an abuse of discretion. Pursuant to 24 CFR § 982.551 (d), entitled "Obligations of participant", Mason was required to allow HPD "to inspect the unit at reasonable times and after reasonable notice." Here, HPD mailed a notice to the premises dated December 30, 2016 indicating that an inspection was scheduled for the premises on January 13, 2017, however Mason failed to grant HPD access. (HPD and Torres-Springer Answer at 13) HPD mailed a second notice to the premises dated January 18, 2017 indicating that a second inspection would be scheduled for January 30, 2017, however Mason failed again to grant HPD access. (Respondent's exhibit F) HPD then mailed a third notice dated February 14, 2017 requesting that Mason explain why he did not provide access to the premises on January 13th and 30th. The notice explicitly stated, "IF YOU DO NOT PROVIDE ACCESS TO YOUR APARTMENT, YOUR SECTION 8 RENT SUBSIDIY WILL BE TERMINATED." (Respondent's exhibit H) Mason did not provide the explanation as he avers that he was incarcerated during that period. Accordingly, HPD's Notice of Section 8 Rent Subsidy Termination dated March 17, 2017, informing Mason that his Section 8 subsidy voucher would be terminated effective on April 30, 2017 was not "taken without sound basis in reason or regard to the facts." (*Testwell, Inc. v New York City Dept. of Bldgs.*, 80 AD3d 266, 276 [1st Dept 2010]; Respondent's exhibit I) Indeed, the notice comported with Chapter 15.12 of HPD's Administrative Plan in because "An applicant or participant who fails to keep an appointment or to supply information required by a deadline without notifying the agency may be sent a notice of . . . termination of assistance." (*see KJ v New York City Housing Authority*, 146 AD3d 694, 695 [1st Dept 2017]; Administrative Plan at 15-8, 15-9) Although the Administrative Plan states that "[a]cceptable reasons for missing appointments . . . are . . . any . . . reason that HPD deems appropriate," however

such "reasons are "only acceptable if HPD is notified in a timely manner." (Administrative Plan at 15-8, 15-9)

Penalty Analysis

Termination of Mason's Section 8 subsidy voucher was not a disproportionate penalty in comparison to Mason's failure to grant access to the premises on multiple occasions among other things. Mason, who listed himself as the only household member at the premises in his recertification, allowed the Section 8 subsidy to allocate towards the premises for 10-months in which he was not even living there. (HPD and Torres-Springer Answer at 13) Indeed, in those ten months when Mason was incarcerated, he failed to apprise HPD of his absence in accordance with 24 CFR § 982.551 [h][i].) Additionally, it is undisputed that he failed to grant HPD access to the premises on multiple occasions in accordance with 24 CFR § 982.551 (d). Accordingly, termination is not disproportionate to the misconduct where a petitioner, like Mason, repeatedly disregards HPD's rules. (*Auguste v Wambua* 107 AD3d 607, 607 [1st Dept 2013].) Mason's reliance on *Gist v. Mulligan*, (65 A.D.3d 1231, 1235, [2d Dept 2009]) is misplaced. There the Second Department found that the termination of Petitioner's Section 8 subsidy voucher shocked one's senses of fairness because Petitioner failed to appear at her recertification due to her incarceration. However, the Petitioner had "young children" and failed to notify the Westchester County Department of Planning of her "*continued* incarceration." Indeed, Petitioner's mother had previously requested an adjournment of the recertification to one of two dates by which the Petitioner's mother believed that the Petitioner would be released from custody. Here, the record does not indicate that Mason has any children who live with him nor does it indicate that anyone put HPD on notice of Mason's incarceration at all. Accordingly, the penalty here is not shocking to one's sense of fairness. (*Grant v New York City Housing Authority*, 116 AD3d 531, 533 [1st Dept 2014].) Furthermore, finding the penalty disproportionate on these facts would encourage a "reasonable prospect of recurrence of derelictions." (*Grant v New York City Housing Authority*, 116 AD3d 531, 533 [1st Dept 2014].) Indeed, the threat of subsidy termination resulting from the failure to grant access to a unit incentivizes the Section 8 participant to avoid activity that may lead to incarceration and prevent his availability. To hold otherwise on these facts would create a perverse incentive. Based on these conclusions, the Court declines to stay the nonpayment

and holdover proceedings currently pending in New York County Civil Court, Housing Part D and F respectively.

Wherefore, it is hereby,

ORDERED that Petitioner Ishmeal Mason's Article 78 proceeding brought by Order to Show Cause is denied in its entirety.

This constitutes the Decision and Order of the Court. All other relief requested is denied.

DATED: May 25, 2018

EILEEN A. RAKOWER, J.S.C.