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THE CITY RECORD

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THE CITY RECORD

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Mayor

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Citywide Administrative Services

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

CITY COUNCIL

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Council has scheduled the following public hearing on the matters indicated below:

The Subcommittee on Zoning and Franchises will hold a public hearing, accessible remotely and in person in the 16th Floor

Committee Room, 250 Broadway, New York, NY 10007, on the following matters commencing at 11:00 A.M. on September 17, 2024. The hearing will be live-streamed on the Council's website at <https://council.nyc.gov/live/>. Please visit <https://council.nyc.gov/land-use/> in advance for information about how to testify and how to submit written testimony.

135TH STREET REZONING

MANHATTAN - CB 9

C 230206 ZMM

Application submitted by Crosscap Holdings LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 5c:

- changing from an M1-1 District to an R7-2 District property bounded by a line 365 feet northeasterly of West 135th Street, 12th Avenue, West 135th Street, and the westerly boundary of line of a Railroad Right of Way;
- establishing within the proposed R7-2 District a C2-4 District bounded by a line 365 feet northeasterly of West 135th Street, 12th Avenue, West 135th Street, and the westerly boundary of line of a Railroad Right of Way; and
- establishing a Special Manhattanville Mixed Use District (MMU) bounded by a line 365 feet northeasterly of West 135th Street, 12th Avenue, West 135th Street, and a westerly boundary of line of the Railroad Right of Way;

subject to the conditions of CEQR Declaration E-761.

135TH STREET REZONING

MANHATTAN - CB 9

N 230207 ZRM

Application submitted by Crosscap Holdings LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying special permit provisions of Article X, Chapter 4 (Special Manhattanville Mixed Use District) and modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

To view the proposed text amendment, please refer to the public documents associated with this application that are accessible through the Zoning Application Portal maintained by the Department of City Planning, which can be accessed at the following website: zap.planning.nyc.gov/projects.

343 WEST 47TH STREET DEMOLITION SPECIAL PERMIT MANHATTAN – CB 4 C 240244 ZSM

Application submitted by Midtown West 47 Street LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 96-108 of the Zoning Resolution to allow the demolition of more than 20 percent of residential floor area of an existing 4-story building containing dwelling units, on property located at 343 West 47th Street (Block 1038, Lot 11), in an R8 District, within the Special Clinton District Preservation Area.

2390 MCDONALD AVENUE REZONING BROOKLYN – CB 15 C 210340 ZMK

Application submitted by MTL Realty, LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 28c, by changing from a C8-1 District to a C4-4L District property bounded a line 120 feet northerly of Village Road South, McDonald Avenue, Village Road South, and an easterly boundary line of Old Gravesend Cemetery, subject to the conditions of CEQR Declaration E-747.

2390 MCDONALD AVENUE REZONING BROOKLYN – CB 15 N 210341 ZRK

Application submitted by MTM Realty, LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

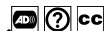
To view the proposed text amendment, please refer to the public documents associated with this application that are accessible through the Zoning Application Portal maintained by the Department of City Planning, which can be accessed at the following website: zap.planning.nyc.gov/projects.

REVOCABLE CONSENTS FOR SIDEWALK CAFES

Application(s) pursuant to Section 19-160.2 of the Administrative Code of the City of New York by the following petitioner(s) for a revocable consent to establish, maintain and operate a sidewalk café located at the following location(s):

Application No.	Petitioner, doing business as	Café Address	Community District	Council District
D 2450065822 SWX	Seis Vecinos Restaurant	640 Prospect Avenue, Bronx, NY 10455	Bronx-2	17
D 2450082809 SWQ	Cozy Corner Bar	6001 70th Avenue, Ridgewood, NY 11358	Queens-5	30

For questions about accessibility and requests for additional accommodations, please contact swerts@council.nyc.gov or nbenjamin@council.nyc.gov or (212) 788-6936 at least three (3) business days before the hearing



• s11-17

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

The City Planning Commission will hold a public hearing accessible both in-person and remotely via the teleconferencing application Zoom, at 11:00 A.M. Eastern Daylight Time, on Wednesday, September 25, 2024, regarding the calendar items listed below. The public hearing will be held in person in the NYC City Planning Commission Hearing Room, Lower Concourse, 120 Broadway, New York, NY. Anyone attending the meeting in-person is encouraged to wear a mask.

The meeting will be live streamed through Department of City Planning's (DCP's) website and accessible from the following webpage, which contains specific instructions on how to observe and participate, as well as materials relating to the meeting: <https://www.nyc.gov/site/nycengage/events/city-planning-commission-public-meeting/461623/1>

Members of the public attending remotely should observe the meeting

through DCP's website. Testimony can be provided verbally by joining the meeting using either Zoom or by calling the following number and entering the information listed below:

877 853 5247 US Toll-free

888 788 0099 US Toll-free

253 215 8782 US Toll Number

213 338 8477 US Toll Number

Meeting ID: **618 237 7396**

[Press # to skip the Participation ID]

Password: 1

To provide verbal testimony via Zoom please follow the instructions available through the above webpage (link above).

Written comments will also be accepted until 11:59 P.M., one week before the date of the vote. Please use the CPC Comments form that is accessible through the above webpage.

Please inform the Department of City Planning if you need a reasonable accommodation, such as a sign language interpreter, in order to participate in the meeting. The submission of testimony, verbal or written, in a language other than English, will be accepted, and real time interpretation services will be provided based on available resources. Requests for a reasonable accommodation or foreign language assistance during the meeting should be emailed to [\[AccessibilityInfo@planning.nyc.gov\]](mailto:AccessibilityInfo@planning.nyc.gov) or made by calling (212) 720-3508. Requests must be submitted at least five business days before the meeting.

BOROUGH OF MANHATTAN

No. 1

14 WALL STREET DFTA OFFICE SPACE ACQUISITION CD 1 N 250009 PXM

IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services and the Department for the Aging, pursuant to Section 195 of the New York City Charter for use of property located at 14 Wall Street (Block 46, Lot 9) (Department for the Aging office), Borough of Manhattan, Community District 1.

Sara Avila, Calendar Officer

City Planning Commission
120 Broadway, 31st Floor, New York, NY 10271
Telephone (212) 720-3366



• s11-25

The City Planning Commission will hold a public hearing accessible both in-person and remotely via the teleconferencing application Zoom, at 10:00 A.M. Eastern Daylight Time, on Wednesday, September 11, 2024, regarding the calendar items listed below. The public hearing will be held in person in the NYC City Planning Commission Hearing Room, Lower Concourse, 120 Broadway, New York, NY. Anyone attending the meeting in-person is encouraged to wear a mask.

The meeting will be live streamed through Department of City Planning's (DCP's) website and accessible from the following webpage, which contains specific instructions on how to observe and participate, as well as materials relating to the meeting: <https://www.nyc.gov/site/nycengage/events/city-planning-commission-public-meeting/461622/1>

Members of the public attending remotely should observe the meeting through DCP's website. Testimony can be provided verbally by joining the meeting using either Zoom or by calling the following number and entering the information listed below:

877 853 5247 US Toll-free

888 788 0099 US Toll-free

253 215 8782 US Toll Number

213 338 8477 US Toll Number

Meeting ID: **618 237 7396**

[Press # to skip the Participation ID]

Password: 1

To provide verbal testimony via Zoom please follow the instructions available through the above webpage (link above).

Written comments will also be accepted until 11:59 P.M., one week before the date of the vote. Please use the CPC Comments form that is accessible through the above webpage.

Please inform the Department of City Planning if you need a reasonable accommodation, such as a sign language interpreter, in order to participate in the meeting. The submission of testimony,

verbal or written, in a language other than English, will be accepted, and real time interpretation services will be provided based on available resources. Requests for a reasonable accommodation or foreign language assistance during the meeting should be emailed to [AccessibilityInfo@planning.nyc.gov] or made by calling (212) 720-3508. Requests must be submitted at least five business days before the meeting.

BOROUGH OF MANHATTAN

Nos. 1 -3

PORT AUTHORITY BUS TERMINAL REPLACEMENT

No. 1

CD 4

C 240353 ZSM

IN THE MATTER OF an application submitted by The Port Authority of New York and New Jersey pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-631* of the Zoning Resolution:

1. to permit the construction of a bus station with 10 or more berths for buses on a site of any size;
2. to permit within demapped air space above a #street# the development of a building or portion thereof which is part of such bus station;
3. to allow the distribution of floor area on the development site without regard to zoning district boundaries;
4. to modify the height and setback requirements of Section 81-26 (Height and Setback Regulations – Daylight Compensation); and
5. to modify the Mandatory District Plan Elements of Section 81-45 (Pedestrian Circulation Space), Section 81-47 (Major Building Entrances) and Section 37-50 (REQUIREMENTS FOR PEDESTRIAN CIRCULATION SPACE)

in connection with a proposed development on property generally bounded by West 40th Street, 10th Avenue, West 41st Street, 9th Avenue, West 42nd Street, 8th Avenue, West 40th Street, 9th Avenue, West 39th Street, and 11th Avenue, (Block 711, Lot 1, Block 737, Lots 1, 17 & 22, Block 1032, Lot 29, Block 1050, Lots 13 & 32, and demapped portions of West 39th Street**, West 40th Street**, West 41st Street**, West 42nd Street**, 9th Avenue* and 10th Avenue**), partially within C6-7, C1-7A, C6-3, R8A/C2-5, C2-8, and C6-4 Districts, partially within Special Midtown District and Special Hudson Yards District.

*Note: Section 74-631 is proposed to be relocated to Section 74-145 as part of the proposed zoning text amendment (N 240010 ZRY). The relocated section 74-145 of the Zoning Resolution is proposed to be changed to create a new special permit (74-145(c)) under a concurrent related application for a zoning text amendment (N 240354 ZRM).

**Note: Portions of West 39th Street, West 40th Street, West 41st Street, West 42nd Street, 9th Avenue and 10th Avenue are proposed to be demapped under a concurrent related application for a City Map change (C 240336 MMM).

Plans for this proposal are on file with the City Planning Commission and may be seen on the Zoning Application Portal at <https://zap.planning.nyc.gov/projects/2024M0270>, or at 120 Broadway, 31st Floor, New York, NY 10271-0001.

No. 2

CD 4

N 240354 ZRM

IN THE MATTER OF an application by The Port Authority of New York and New Jersey, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying Article VII, Chapter 4 (Special Permits by the City Planning Commission).

Matter underlined is new, to be added;

Matter ~~struck out~~ is to be deleted;

Matter within # # is defined in Section 12-10;

* * * indicates where unchanged text appears in the Zoning Resolution.

* * *

ARTICLE VII ADMINISTRATION

Chapter 4

Special Permits by the City Planning Commission

* * *

74-10

SPECIAL PERMIT USES

* * *

74-14

Public Service Facilities and Infrastructure

* * *

74-144

Airports

* * *

74-145

Bus stations

The City Planning Commission may permit bus stations listed under Use Group IV(B) with fewer than 10 berths pursuant to paragraph (a) of this Section, and with 10 or more berths pursuant to paragraph (b) or paragraph (c), as applicable.

All bus stations lawfully existing on December 15, 1961 are permitted to continue for the duration of the term for which such #use# has been authorized but the #enlargement#, #extension#, reconstruction or relocation of any bus station heretofore or hereafter constructed shall not be permitted except in accordance with the provisions set forth in this Section.

- (a) In C1, C2, C4, C6, C7 or C8 Districts, or in any #Manufacturing District#, the Commission may permit bus stations with fewer than 10 berths for buses on a site of not less than 20,000 square feet, provided that the following findings are made:

* * *

- (b) In C4, C6 or #Manufacturing Districts#, the Commission may permit the construction of a bus station with 10 or more berths for buses on a site of not less than 20,000 square feet, provided that the following findings are made:

* * *

In addition, the Commission shall require the provision of adequate #accessory# off-street parking spaces necessary to prevent the creation of traffic congestion caused by the curb parking of vehicles generated by such #use# and shall determine the required spaces in accordance with the purposes established in this Resolution with respect to other major traffic-generating facilities. The Commission shall require, in any event, no less than 20 spaces for the temporary parking of automobiles.

- (c) In any #Commercial District# or #Manufacturing District#, located within Community District 4 in the Borough of Manhattan, the Commission may permit the construction of a bus station with 10 or more berths for buses on a site of any size.

In conjunction with a permit for a bus station, when the air space above a #street# or portion thereof is closed, demapped and conveyed by the City to the owner of an adjoining #zoning lot# that will contain such bus station, the Commission may permit in such demapped air space the #development# or #enlargement# of a #building# or portion thereof which is part of such bus station. Additionally, the Commission may permit the modification of any applicable regulations of this Resolution, other than #floor area ratio# provisions, in connection with such bus station or any other #use# #developed# on the same #zoning lot# as such bus station.

In order to grant such a permit, the Commission shall determine that the conditions set forth in paragraph (c)(1) and the findings set forth in paragraphs (c)(2) and (c)(3) of this Section, as applicable, are met.

Where the bus station and related facilities allowed under this Section will be #developed# pursuant to Chapter 8 of Title 17 of the Unconsolidated Laws of New York, any #buildings or other structures# comprising such bus station and related facilities shall not be subject to the #bulk# regulations or other applicable regulations of this Resolution, and the floor space within such #buildings or other structures# shall be excluded from the calculation of #floor area#.

The curb level of a zoning lot of which the demapped air space is a part shall not be affected by the closing and demapping of air space above such street. However, the Commission may establish an appropriate level or levels instead of curb level as the reference plane for the applicable regulations relating to open space, yards, level of yards, equivalent rear yards, rear yard setback, minimum distance between buildings, and height and setback.

- (1) Conditions

Where the #development# or #enlargement# of a #building# is allowed within one or more demapped air spaces pursuant to this Section, such demapped air spaces and any adjoining tracts of land containing such #building# may be considered as part of a single #zoning lot#, but such demapped air spaces shall not generate #floor area# to be utilized on such #zoning lot#.

- (2) Findings applicable to bus station #use#

In order to allow such bus station #use#, the Commission shall find that:

- (i) the operation of such bus station does not create serious traffic congestion, and is not detrimental to public health or general welfare of the city;
 - (ii) the principal access for such #use# is not located on a local #street# but is located either on an arterial highway, a major #street# or a secondary #street# within one-quarter mile of an arterial highway or major #street#;
 - (iii) the site plan for the bus station and related facilities includes pedestrian-oriented public spaces that, in their sizes and locations, reflect appropriate consideration of existing or planned at-grade pedestrian circulation networks;
 - (iv) the design of the facility, including public entrances to the bus station, vehicular entrances and exits, bus ramps or overpasses, and accessory #uses# within the bus station and related facilities are sited and designed in a manner that reflects appropriate consideration of the civic importance of the site and of the experience of pedestrians within existing or planned #streets# or open areas;
 - (v) the locations of at-grade entrances to such bus station and related facilities are designed to encourage pedestrian circulation into and on the #zoning lot# and are well-situated in relation to existing and proposed at-grade pedestrian and bicycle circulation networks;
 - (vi) the bus station provides adequate connections to and from existing transportation facilities;
 - (vii) the bus station and surrounding transportation network accommodate projected bus volumes and reduces potential conflicts between buses and other modes of transportation in the surrounding area; and
 - (viii) the #use# and #development# of the bus station will not have undue adverse impacts on the character of or land uses in the surrounding area.
- (3) Findings applicable to modifications other than those allowing the bus station #use#
- In order to modify any other applicable regulations of this Resolution, the Commission shall find that:
- (i) such modifications will facilitate an improved site plan for the bus station and related facilities or are otherwise in furtherance of the bus station project;
 - (ii) such modifications will not unduly obstruct access to light and air from surrounding #streets#, open areas and properties; and
 - (iii) any proposed modification of regulations governing #zoning lots# divided by district boundaries or the permitted transfer of #floor area# will not unduly increase the #bulk# of any #development# or #enlargement# on the #zoning lot# or the intensity of #use# on any #block# to the detriment of occupants of #buildings# on the #block# or the surrounding area.

The Commission may prescribe appropriate conditions and safeguards to minimize adverse effects on the character of the surrounding area.

74-146 Heliports

* * *

No. 3

CD 4 C 240336 MMM
IN THE MATTER OF an application submitted by The Port Authority of New York and New Jersey pursuant to Sections 197-c and 199 of the New York City Charter and Section 5-430 *et-seq.* of the New York City Administrative Code for an amendment to the City Map involving:

- the elimination, discontinuance, and closing of a portion of West 41st Street between Eighth Avenue and Ninth Avenue, a portion of West 40th Street between Tenth Avenue and Eleventh Avenue; and
- the elimination, discontinuance, and closing of various volumes from West 41st Street, West 42nd Street, Ninth Avenue, West 40th Street, Tenth Avenue, West 39th Street and Eleventh Avenue;

including authorization for any acquisition or disposition of real property related thereto, in Community District 4, Borough of Manhattan, in accordance with Map No. 30275 dated May 21, 2024 and signed by the Borough President.

Sara Avila, Calendar Officer
 City Planning Commission
 120 Broadway, 31st Floor, New York, NY 10271
 Telephone (212) 720-3366

Accessibility questions: (212) 720-3508, AccessibilityInfo@planning.nyc.gov, by: Wednesday, September 4, 2024, 5:00 P.M.



a27-s11

CITYWIDE ADMINISTRATIVE SERVICES

■ NOTICE

HUMAN CAPITAL LINE OF SERVICE PROPOSED AMENDMENT TO CLASSIFICATION

PUBLIC NOTICE IS HEREBY GIVEN of a virtual public hearing to amend the Classification of the Classified Service of the City of New York.

A virtual public hearing will be held by the Commissioner of Citywide Administrative Services in accordance with Rule 2.6 of the Personnel Rules and Regulations of the City of New York via Microsoft Teams on September 18, 2024, at 10:00 A.M.

Topic: Public Hearing – NYS Civil Service Commission Proposal
Meeting link: <https://www.microsoft.com/microsoft-teams/join-a-meeting>
Meeting ID: 296 337 482 298
Passcode: gXrcWs
Phone Number: 1 646-893-7101
Phone Conference ID: 448 569 549#

For more information go to the DCAS website at <https://www1.nyc.gov/site/dcas/about/public-hearings.page>

RESOLVED, that the classification of the Classified Service of the City of New York is hereby amended as follows:

- I. To classify the following non-managerial titles and positions in the Non-Competitive Class, subject to Rule XII, Part II, under the heading NEW YORK CITY HOUSING AUTHORITY [996]:

Title Code Number	Class of Positions	Salary Range	Number of Authorized Positions
XXXXX	Housing Assistant (NY HELPS Program)	#	Unlimited
XXXXX	Housing Assistant (Bilingual) (NY HELPS Program)	#	Unlimited

Salary is determined by applicable collective bargaining agreements.

These titles are classified under the New York Hiring Emergency Limited Placement Statewide Program – Local (NY HELPS Program) as implemented by the New York State Department of Civil Service. Housing Assistant (NY HELPS Program) (XXXXX) and Housing Assistant (Bilingual) (NY HELPS Program) (XXXXX) are classified in the non-competitive class for a limited term of twelve months. At the end of twelve months the titles of Housing Assistant (NY HELPS Program) (XXXXX) and Housing Assistant (Bilingual) (NY HELPS Program) (XXXXX) will be deleted from the non-competitive class, upon which incumbents will be transferred to Housing Assistant (80201) and Housing Assistant (Bilingual) (80202) as competitive class employees, and shall continue to hold the position with all the rights and status of a competitive employee, once they pass a 12 month probation from the date of hiring, including disciplinary process rights, pursuant to DCAS Personnel Rule 3.4.4, Jurisdictional Reclassification.

- II. To classify the following non-managerial title and positions in the Non-Competitive Class, subject to Rule XI, Part II, under the heading ALL CITY AGENCIES [999]:

Title Code Number	Class of Positions	Salary Range	Number of Authorized Positions
XXXXX	Energy Conservation Specialist (NY HELPS Program)	#	Unlimited

Salary is determined by applicable collective bargaining agreements.

This title is classified under the New York Hiring Emergency Limited Placement Statewide Program – Local (NY HELPS Program) as implemented by the New York State Department of Civil Service. Energy Conservation Specialist (NY HELPS Program) (XXXXX) is classified in the non-competitive class for a limited term of twelve months. At the end of twelve months the title of Energy Conservation Specialist (NY HELPS Program) (XXXXX) will be deleted from the non-competitive class, upon which incumbents will be transferred to Energy Conservation Specialist (22430) as competitive class employees, and shall continue to hold the position with all the rights and status of a competitive employee, once they pass a 12 month probation from the date of hiring, including disciplinary process rights, pursuant to DCAS Personnel Rule 3.4.4, Jurisdictional Reclassification.

III. To classify the following managerial title and positions in the Non-Competitive Class, subject to Rule X, Part II, under the heading ALL CITY AGENCIES [999]:

Title Code Number	Class of Positions	Salary Range	Number of Authorized Positions
XXXXX	Administrative Energy Conservation Specialist (NY HELPS Program)	#	Unlimited

This is a Management Class of position paid in accordance with the Pay Plan for Management Employees. Salaries for these positions are set at a rate in accordance with duties and responsibilities (PPME).

This title is classified under the New York Hiring Emergency Limited Placement Statewide Program – Local (NY HELPS Program) as implemented by the New York State Department of Civil Service. Administrative Energy Conservation Specialist (NY HELPS Program) (XXXXX) is classified in the non-competitive class for a limited term of twelve months. At the end of twelve months the title of Administrative Energy Conservation Specialist (NY HELPS Program) (XXXXX) will be deleted from the non-competitive class, upon which incumbents will be transferred to Administrative Energy Conservation Specialist (10043) as competitive class employees, and shall continue to hold the position with all the rights and status of a competitive employee, once they pass a 12 month probation from the date of hiring, including disciplinary process rights, pursuant to DCAS Personnel Rule 3.4.4, Jurisdictional Reclassification.

Accessibility questions: DCAS Accessibility, (212) 386-0256, accessibility@dcas.nyc.gov., by: Monday, September 16, 2024 9:00 A.M.



s10-12

HUMAN CAPITAL LINE OF SERVICE PROPOSED AMENDMENT TO CLASSIFICATION

PUBLIC NOTICE IS HEREBY GIVEN of a virtual public hearing to amend the Classification of the Classified Service of the City of New York.

A virtual public hearing will be held by the Commissioner of Citywide Administrative Services in accordance with Rule 2.6 of the Personnel Rules and Regulations of the City of New York via Microsoft Teams on September 18, 2024, at 10:00 A.M.

Meeting link: <https://www.microsoft.com/microsoft-teams/join-a-meeting>

Meeting ID: 296 337 482 298

Passcode: gXrcWs

Phone Numbers +1 646-893-7101, 448569549#

Phone Conference ID: 448 569 549#

For more information go to the DCAS website at <https://www1.nyc.gov/site/dcas/about/public-hearings.page>

RESOLVED, that the classification of the Classified Service of the City of New York is hereby amended under the heading of **NEW YORK CITY HOUSING AUTHORITY [996]** as follows:

I. To classify the following title in the Non-Competitive Class, subject to Rule X, Part II:

Title Code Number	Class of Positions	Salary Range	Number of Authorized Positions
XXXXX	Apprentice Elevator Mechanic	#	50

Part II positions are covered by Section 75 of the Civil Service Law Disciplinary procedures after 5 years of service.

Accessibility questions: (212) 386-0256, or accessibility@dcas.nyc.gov, by: Friday, September 13, 2024 5:00 P.M.



s10-12

COMMUNITY BOARDS

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the following matters have been scheduled for Public Hearing by Community Board:

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 18 - Wednesday, September 18, 2024, 7:00 P.M., Board Office Meeting Room, 1097 Bergen Avenue and via WebEx for participants who wish to participate online.

The Bureau of Coastal Resilience at the NYC Department of Environmental Protection will do a short 10-minute presentation about what our new bureau is doing, the coastal protection projects that are at various stages of planning and construction, what this means for our community and how communities can be better prepared for storms. Followed by questions and discussion afterwards.

Please Note:

• Videoconferencing information for those who wish to participate online, is as follows:

Webinar topic:

REGULAR MONTHLY BOARD MEETING

Date and time:

Wednesday, September 18, 2024, 7:00 P.M. | (UTC-04:00) Eastern Time (US & Canada)

Join link:

<https://nycb.webex.com/nycb/j.php?MTID=m7ef98607f59071e85697f103c8a7a5d3>

Webinar number:

2348 911 8519

Webinar password:

rcXJGbZj27 (72954295 from phones and video systems)

Join by phone

+1-646-992-2010 United States Toll (New York City)

+1-408-418-9388 United States Toll

Global Call-in numbers

a28-s18

NOTICE IS HEREBY GIVEN that the following matters have been scheduled for public hearing by Community Board:

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 07 - Thursday, September 12, 2024 6:30 P.M. on Zoom. Register to attend the public hearing - <https://bit.ly/4drzZmM>

This is a continuation of the hybrid public hearing held on Wednesday, September 9. The continuation of the public hearing will be live streamed on the Brooklyn Community Board 7's YouTube Channel - <https://bit.ly/3uQlAtq>

1. Presentation from Arrow Linen Supply Co., Inc., owner of 441 & 467 Prospect Avenue to request approval of the following actions: a) Zoning map amendment changing an R5B zoning district to an R7-1 zoning district on the midblock of Prospect Avenue between 8th Avenue and Prospect Park West,
- b) Zoning text amendment to zoning resolution to establish the rezoning area as a mandatory inclusionary housing,
- c) Zoning special permit pursuant for a waiver of required accessory off street parking spaces to facilitate affordable housing within the transit zone

Accessibility questions: Jeremy Laufer, (718) 854-0003, bk07@cb.nyc.gov, by: Thursday, September 12, 2024, 3:00 P.M.



a30-s12

HOUSING AUTHORITY

■ MEETING

The next Audit & Finance Committee Meeting of the New York City Housing Authority is scheduled for Friday, September 13, 2024, at 10:00 A.M. in the Ceremonial Room on the 5th Floor of 90 Church Street, New York, New York. Copies of the Agenda will be available on NYCHA's Website or may be picked up at the Department of Internal Audit and Assessment at 90 Church Street, 9th Floor, New York, NY, no earlier than twenty-four (24) hours before the upcoming Audit & Finance Committee Meeting. Copies of the draft Minutes are available on this web page or can be picked up at the Department of Internal Audit and Assessment no earlier than 3:00 P.M. on Tuesday, two weeks after the Audit & Finance Committee Meeting.

Any changes to the schedule will be posted here and on NYCHA's website at <https://www1.nyc.gov/site/nycha/about/audit-committee-meetings.page> to the extent practicable at a reasonable time before the meeting.

The meeting will be streamed live on YouTube Channel and on NYCHA's Website, at <https://www1.nyc.gov/site/nycha/about/audit-committee-meetings.page> for public access.

The meeting is open to the public. For those wishing to provide public comment, pre-registration is required, at least 45 minutes before the scheduled Committee Meeting. Comments are limited to the items on the Agenda.

Speaking time will be limited to three minutes. Speakers will provide comments in the order in which the requests to comment are received. The public comment period will conclude upon all speakers being heard or at the expiration of 30 minutes allotted for public comment, whichever occurs first.

Any person requiring a reasonable accommodation in order to participate in the Audit & Finance Committee Meeting should contact the Department of Internal Audit and Assessment by phone at (212) 306-3441 or by e-mail at audit@nycha.nyc.gov, no later than Friday, August 30, 2024, at 5:00 P.M.

For additional information regarding the Audit & Finance Committee Meeting, please visit NYCHA's Website, contact by phone, at (212) 306-3441, or by email, at audit@nycha.nyc.gov.

Accessibility questions: Kenichi Mitchell 212-306-3441, by: Friday, August 30, 2024, 5:00 P.M.



a23-s13

INDEPENDENT BUDGET OFFICE

■ MEETING

The New York City Independent Budget Office's (IBO) Advisory will meet in a hybrid meeting on Wednesday, September 11, 2024, at 8:30 A.M. Contact iboenews@ibo.nyc.ny.us for the Zoom link to attend online. There will be an opportunity for public comment at this meeting.

Accessibility questions: yolandar@ibo.nyc.ny.us, by: Friday, September 6, 2024 4:30 P.M.



a28-s11

LANDMARKS PRESERVATION COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, September 17, 2024, a public hearing will be held in the public hearing room at 1 Centre Street, 9th Floor, Borough of Manhattan, with respect to the following properties, and then followed by a public meeting. Participation by video conference may be available as well. Please check the hearing page on LPC's website (<https://www.nyc.gov/site/lpc/hearings/hearings.page>) for updated hearing information. The final order and estimated times for each application

will be posted on the Landmarks Preservation Commission website the Friday before the hearing. Please note that the order and estimated times are subject to change. An overflow room is located outside of the primary doors of the public hearing room. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should contact Gregory Cala, Community and Intergovernmental Affairs Coordinator, at gcala@lpc.nyc.gov or (212) 602-7254 no later than five (5) business days before the hearing or meeting. Members of the public not attending in person can observe the meeting on LPC's YouTube channel at www.youtube.com/nyclpc and may testify on particular matters by joining the meeting using either the Zoom app or by calling in from any phone. Specific instructions on how to observe and testify, including the meeting ID and password, and the call-in number, will be posted on the agency's website, on the Monday before the public hearing.

407 West 246th Street - Fieldston Historic District **LPC-24-08211** - Block 5819 - Lot 2115 - **Zoning:** R1-2

CERTIFICATE OF APPROPRIATENESS

A Georgian Revival style house designed by Dwight James Baum and built in 1917-18. Application is to construct a rooftop addition, modify an entrance vestibule and garage roof and replace railings.

900 Broadway - Ladies' Mile Historic District **LPC-25-00284** - Block 848 - Lot 61 - **Zoning:** M1-5M

CERTIFICATE OF APPROPRIATENESS

A commercial building designed by McKim Mead and White built in 1886 and altered in 1905 by Maynicke and Franke. Application is to install awnings and signage, and modify a ramp.

51 Barrow Street - Greenwich Village Historic District **LPC-24-09981** - Block 587 - Lot 49 - **Zoning:** R6

CERTIFICATE OF APPROPRIATENESS

A late Federal style rowhouse built in 1826. Application is to construct rooftop and rear yard additions and replace the rear façade.

s4-17

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, September 24, 2024, a public hearing will be held in the public hearing room at 1 Centre Street, 9th Floor, Borough of Manhattan, with respect to the following properties, and then followed by a public meeting. Participation by video conference may be available as well. Please check the hearing page on LPC's website (<https://www.nyc.gov/site/lpc/hearings/hearings.page>) for updated hearing information. The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website the Friday before the hearing. Please note that the order and estimated times are subject to change. An overflow room is located outside of the primary doors of the public hearing room. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should contact Gregory Cala, Community and Intergovernmental Affairs Coordinator, at gcala@lpc.nyc.gov or (212) 602-7254 no later than five (5) business days before the hearing or meeting. Members of the public not attending in person can observe the meeting on LPC's YouTube channel at www.youtube.com/nyclpc and may testify on particular matters by joining the meeting using either the Zoom app or by calling in from any phone. Specific instructions on how to observe and testify, including the meeting ID and password, and the call-in number, will be posted on the agency's website, on the Monday before the public hearing.

260-264 Waverly Avenue - Clinton Hill Historic District **LPC-24-06787** - Block 1916 - Lot 63 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

A garage built after 1906. Application is to modify window openings, replace windows, and excavate the cellar.

4401 Manhattan College Parkway - Fieldston Historic District **LPC-23-04449** - Block 5813 - Lot 105 - **Zoning:** R1-2/NA-2

CERTIFICATE OF APPROPRIATENESS

A Mediterranean Revival style house designed by Dwight James Baum and built in 1930-31. Application is to remove a staircase and construct an above ground pool and deck, and to legalize the replacement of areaway ironwork and historic gates, windows, doors, and gutters, and the installation of balcony, awning, lighting, cameras, and speakers without Landmarks Preservation Commission permit(s).

114-18 179th Street - Addisleigh Park Historic District **LPC-24-11173** - Block - Lot 16 - **Zoning:** R2

CERTIFICATE OF APPROPRIATENESS

A neo-Tudor style free-standing house built 1931. Application is to legalize work completed without Landmarks Preservation Commission permit(s), including replacing windows, front entrance door, roof and gutters, and siding; stoop reconstruction; installing a fence and deck at

the rear yard; HVAC and conduit installation; and removal of rear porch windows.

510 Fifth Avenue - Individual and Interior Landmark
LPC-25-01949 - Block 1258 - Lot 40 - **Zoning: C5-3**
CERTIFICATE OF APPROPRIATENESS

An International style building and interior designed by Skidmore, Owings, & Merrill and built in 1953-54. Application is to install interior signage, LED screens, Partitions, and fixtures.

12 East 69th Street - Upper East Side Historic District

LPC-25-00039 - Block 1383 - Lot 63 - **Zoning: R8B**

CERTIFICATE OF APPROPRIATENESS

A rowhouse designed by William Schickel and built in 1883-1884, and redesigned in the Neo-classical style by William Welles Bosworth in 1913. Application is to replace entrance infill, lower the areaway, enlarge a masonry opening, modify the rear façade, rear yard and garden wall, and construct rooftop additions.

116 East 78th Street - Upper East Side Historic District

LPC-24-11800 - Block 1412 - Lot 164 - **Zoning: R8B**

CERTIFICATE OF APPROPRIATENESS

A rowhouse built in the 1860s and re-designed in the neo-Georgian style by Rouse & Goldstone in 1909-10. Application is to legalize excavation at the rear yard in non-compliance with Certificate of Appropriateness 12-4445 (LPC-12-3560).

53 East 77th Street - Upper East Side Historic District

LPC-25-01907 - Block 1392 - Lot 25 - **Zoning: C5-1, R8B, MP**

CERTIFICATE OF APPROPRIATENESS

A modified neo-Spanish Renaissance style residence altered by Pleasants Pennington in 1926-27, from what was originally a Beaux Arts style residence designed by Henry Rutgers Marshall and built in 1900-01. Application is to alter the primary and secondary façades, expand a rooftop addition, and construct a rear yard addition.

726 Madison Avenue - Upper East Side Historic District

LPC-25-01748 - Block 1378 - Lot 56 - **Zoning: C5-1, MP**

CERTIFICATE OF APPROPRIATENESS

A neo-Georgian style bank building designed by Morrell Smith and built in 1932. Application is to replace entrance infill and door surround, shutters, and special windows; enlarge a masonry opening, construct rooftop additions, enclose a lightwell, and install rooftop HVAC equipment.

990 Park Avenue, aka 52-72 East 84th Street - Park Avenue Historic District

LPC-24-10093 - Block 1495 - Lot 33 - **Zoning: R8B**

CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style church building designed by Schickel & Ditmars and built in 1895-1900, incorporating a foundation and basement from a previous building designed by William Schickel & Co. and built in 1884-1886. Application is to replace doors, alter handrails, stairs, and historic fencing, and modify the areaway platform.

910 Fifth Avenue - Upper East Side Historic District

LPC-24-10475 - Block 1387 - Lot 1 - **Zoning: R10, PI**

CERTIFICATE OF APPROPRIATENESS

An apartment building designed by Fred F. French and built in 1919 and altered by Sylvan Bien in 1958-59. Application is to construct additions and alter windows at a terrace setback, and install glass railings.

1160 Amsterdam Avenue - Individual Landmark

LPC-25-00279 - Block 1973 - Lot 1 - **Zoning: R8**

CERTIFICATE OF APPROPRIATENESS

A Byzantine style chapel building with Italian Renaissance elements designed by Howells & Stokes and built in 1904-1907. Application is to alter the front porch and install a ramp.

s10-23

TEACHERS' RETIREMENT SYSTEM

■ MEETING

Please be advised that the next Board Meeting of the Teachers' Retirement System of the City of New York (TRS) has been scheduled for Thursday, September 19, 2024 at 3:30 P.M.

The meeting will be held at the Teachers' Retirement System, 55 Water Street, 16th Floor, Boardroom, New York, NY 10041. The meeting is open to the public. However, portions of the meeting, where permitted by law, may be held in executive session.

The remote Zoom meeting link, meeting ID, and phone number will be available approximately one hour before the start of the meeting at:

<https://www.trsnyc.org/memberportal/About-Us/ourRetirementBoard>

Learn how to attend TRS meetings online or in person:

<https://www.trsnyc.org/memberportal/About-Us/ourRetirementBoard/AttendingTRSM Meetings>

s5-19

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held remotely commencing on Wednesday September 25, 2024, at 11:00 A.M., via the WebEx platform and in person, on the following petitions for revocable consent.

WebEx: Meeting Number (access code): 2796 062 6463

Meeting Password: jV3fpTURQ53

The hearing will be held in person at 55 Water Street, BID ROOM, in the Borough of Manhattan.

#1 IN THE MATTER OF a proposed revocable consent authorizing 38 East 75 Owner LLC to construct, maintain and use a fenced-in areaway with steps on the south sidewalk of East 75th Street, between Park Avenue and Madison Avenue, in the Borough of Manhattan. The Proposed revocable consent is for ten years from the Approval by the Mayor and provides among other terms and conditions for -compensation payable to the City according to the following schedule: R.P. # 2663

From the Approval Date to June 30, 2034 - \$25/per annum

with the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#2 IN THE MATTER OF a proposed revocable consent authorizing 331 East 6th Street Townhouse LLC to continue to maintain and use a fenced-in area on the north sidewalk of East 6th Street, west of First Avenue, in the Borough of Manhattan. The revocable consent is for ten years from July 1, 2024 to June 30, 2034 and provides among other terms and conditions for -compensation payable to the City according to the following schedule: R.P. # 2234

For the period from July 1, 2024 to June 30, 2034 - \$25/per annum.

with the maintenance of a security deposit in the sum of \$2,500 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#3 IN THE MATTER OF a proposed revocable consent authorizing 375 Lafayette Street Properties LP to continue to maintain and use planted areas on the north sidewalk of Great Jones Street, east of Lafayette Street, and on the east sidewalk of Lafayette Street, north of Great Jones Street, in the Borough of Manhattan. The revocable consent is for a term of ten years from July 1, 2024 to June 30, 2034 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2226

For the period from July 1, 2024 to June 30, 2034 - \$433/per annum

with the maintenance of a security deposit in the sum of \$8,000 the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#4 IN THE MATTER OF a proposed revocable consent authorizing 375 Lafayette Street Properties LP to continue to maintain and use planted areas on the north sidewalk of Great Jones Street, between Lafayette Street and Bowery Street, in the Borough of Manhattan. The revocable consent is for a term of ten years from July 1, 2024 to June 30, 2034 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2227

For the period from July 1, 2024 to June 30, 2034 - \$174/per annum; with the maintenance of a security deposit in the sum of \$2,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury,

Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#5 IN THE MATTER OF a proposed revocable consent authorizing 1251 Americas Associates II L.P. & Rockefeller Center North, Inc. to continue to maintain and use a tunnel under and across West 50th Street, immediately west of Avenue of the Americas, in the Borough of Manhattan. The revocable consent is for a term of ten years from July 1, 2024 to June 30, 2034 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 1005

For the period July 1, 2024 to June 30, 2025	- \$164,689
For the period July 1, 2025 to June 30, 2026	- \$168,545
For the period July 1, 2026 to June 30, 2027	- \$172,401
For the period July 1, 2027 to June 30, 2028	- \$176,257
For the period July 1, 2028 to June 30, 2029	- \$180,113
For the period July 1, 2029 to June 30, 2030	- \$183,969
For the period July 1, 2030 to June 30, 2031	- \$187,825
For the period July 1, 2031 to June 30, 2032	- \$191,681
For the period July 1, 2032 to June 30, 2033	- \$195,537
For the period July 1, 2033 to June 30, 2034	- \$199,393

with the maintenance of a security deposit in the sum of \$199,405.18 and the insurance shall be in the amount of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Five Million Dollars (\$5,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#6 IN THE MATTER OF a proposed revocable consent authorizing 2413 Wilson Avenue LLC to continue to maintain and use a retaining wall on the west sidewalk of Wilson Avenue, in the Borough of the Bronx. The revocable consent is for term of Ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 1980

For the period July 1, 2016 to June 30, 2017	- \$1,085/per annum
For the period July 1, 2017 to June 30, 2018	- \$1,109
For the period July 1, 2018 to June 30, 2019	- \$1,133
For the period July 1, 2019 to June 30, 2020	- \$1,157
For the period July 1, 2020 to June 30, 2021	- \$1,181
For the period July 1, 2021 to June 30, 2022	- \$1,205
For the period July 1, 2022 to June 30, 2023	- \$1,229
For the period July 1, 2023 to June 30, 2024	- \$1,253
For the period July 1, 2024 to June 30, 2025	- \$1,277
For the period July 1, 2025 to June 30, 2026	- \$1,301

with the maintenance of a security deposit in the sum of \$2,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#7 IN THE MATTER OF a proposed revocable consent authorizing Brooklyn Navy Yard Cogeneration Partners LP to continue to maintain and use conduits, together with a manhole under and across Little Street, under and along Plymouth Street and under and across Hudson Avenue, all in the Borough of Brooklyn. The revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 1552

For the period July 1, 2016 to June 30, 2017	- \$41,736/per annum
For the period July 1, 2017 to June 30, 2018	- \$42,650
For the period July 1, 2018 to June 30, 2019	- \$43,564
For the period July 1, 2019 to June 30, 2020	- \$44,478
For the period July 1, 2020 to June 30, 2021	- \$45,392
For the period July 1, 2021 to June 30, 2022	- \$46,306
For the period July 1, 2022 to June 30, 2023	- \$47,220
For the period July 1, 2023 to June 30, 2024	- \$48,134
For the period July 1, 2024 to June 30, 2025	- \$49,048
For the period July 1, 2025 to June 30, 2026	- \$49,962

with the maintenance of a security deposit in the sum of \$50,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#8 IN THE MATTER OF a proposed revocable consent authorizing Extra Space Properties Two LLC to construct, maintain and use a fenced-in area including retaining walls and planted area and steps on the east sidewalk of Grace Avenue, between Bartow and Arnow Avenues, in the Borough of the Bronx. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2667

For the first year of the consent, the annual period commencing on the date of the final approval of this consent by the Mayor (the Approval Date) and terminating on June 30, 2025:

	\$4,500 /per annum
For the period July 1, 2025 to June 30, 2026	- \$4,608
For the period July 1, 2026 to June 30, 2027	- \$4,716
For the period July 1, 2027 to June 30, 2028	- \$4,824
For the period July 1, 2028 to June 30, 2029	- \$4,932
For the period July 1, 2029 to June 30, 2030	- \$5,040
For the period July 1, 2030 to June 30, 2031	- \$5,148
For the period July 1, 2031 to June 30, 2032	- \$5,256
For the period July 1, 2032 to June 30, 2033	- \$5,364
For the period July 1, 2033 to June 30, 2034	- \$5,472
For the period July 1, 2034 to June 30, 2035	- \$5,580

with the maintenance of a security deposit in the sum of \$25,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#9 IN THE MATTER OF a proposed revocable consent authorizing Frank & Walter Eberhart LP NO1 to continue to maintain and use a fenced-in area on the north sidewalk of East 81st Street, between First and Second Avenues, in the Borough of Manhattan.. The revocable consent is for a term of ten years from July 1, 2023 to June 30, 2033 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 1862

For the period from July 1, 2023 to June 30, 2033 - \$237/per annum

with the maintenance of a security deposit in the sum of \$1,500 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#10 IN THE MATTER OF a proposed revocable consent authorizing Greenpoint Hospital Shelter Housing Development Fund Corporation to construct, maintain and use a planted area on the north sidewalk of Maspeth Avenue, between Kingsland Avenue and Debevoise Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2665

From the approval Date to June 30th, 2034 - \$5,770/ per annum.

with the maintenance of a security deposit in the sum of \$20,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#11 IN THE MATTER OF a proposed revocable consent authorizing JG Milestone Properties LP to continue to maintain and use planted areas on the south sidewalk of Livingston Street and north sidewalk of Schermerhorn Street, between Court Street and Boerum Place, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2024 to June 30, 2034 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2219

For the period from July 1, 2024 to June 30, 2034 - \$398/per annum.

with the maintenance of a security deposit in the sum of \$5,800 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#12 IN THE MATTER OF a proposed revocable consent authorizing Marien Heim of Sunset Park Housing Development Fund Corp. to continue to maintain and use existing pipes under and across 46th Street, west of Fourth Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2023 to June 30, 2033 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 378

For the period July 1, 2023 to June 30, 2024	- \$4,599/prorated
For the period July 1, 2024 to June 30, 2025	- \$4,698
For the period July 1, 2025 to June 30, 2026	- \$4,797
For the period July 1, 2026 to June 30, 2027	- \$4,896
For the period July 1, 2027 to June 30, 2028	- \$4,995
For the period July 1, 2028 to June 30, 2029	- \$5,094
For the period July 1, 2029 to June 30, 2030	- \$5,193
For the period July 1, 2030 to June 30, 2031	- \$5,292

For the period July 1, 2031 to June 30, 2032 - \$5,391
 For the period July 1, 2032 to June 30, 2033 - \$5,490

with the maintenance of a security deposit in the sum of \$4,600 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#13 IN THE MATTER OF a proposed Modification revocable consent authorizing Metropolitan Transportation Authority to construct, maintain and use an additional, forty seven (47) security bollards, around the perimeter of Penn Station Terminal, in front of the south sidewalk of 34th Street and the west sidewalk of 7th Avenue and 33rd Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2114

#14 IN THE MATTER OF a proposed revocable consent authorizing New York City Housing Authority (NYCHA) Pink Houses - to construct, maintain and use two glycol supply and return pipes and two telecommunication conduits under and across Autumn Avenue, north of Loring Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2637

From the Approval Date to June 30, 2025 - \$8,009/per annum
 For the period July 1, 2025, to June 30, 2026 - \$8,201
 For the period July 1, 2026, to June 30, 2027 - \$8,393
 For the period July 1, 2027, to June 30, 2028 - \$8,585
 For the period July 1, 2028, to June 30, 2029 - \$8,777
 For the period July 1, 2029, to June 30, 2030 - \$8,969
 For the period July 1, 2030, to June 30, 2031 - \$9,161
 For the period July 1, 2031, to June 30, 2032 - \$9,353
 For the period July 1, 2032, to June 30, 2033 - \$9,545
 For the period July 1, 2033, to June 30, 2034 - \$9,737
 For the period July 1, 2034, to June 30, 2035 - \$9,929

with the maintenance of a security deposit in the sum of \$12,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#15 IN THE MATTER OF a proposed revocable consent authorizing New York Housing Authority (NYCHA) Pink Houses - to construct, maintain and use two glycol supply and return pipes under and across Loring Avenue, east of Autumn Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2638

From the Approval Date to June 30, 2025 - \$4,106/per annum
 For the period July 1, 2025, to June 30, 2026 - \$4,204
 For the period July 1, 2026, to June 30, 2027 - \$4,302
 For the period July 1, 2027, to June 30, 2028 - \$4,400
 For the period July 1, 2028, to June 30, 2029 - \$4,498
 For the period July 1, 2029, to June 30, 2030 - \$4,596
 For the period July 1, 2030, to June 30, 2031 - \$4,694
 For the period July 1, 2031, to June 30, 2032 - \$4,792
 For the period July 1, 2032, to June 30, 2033 - \$4,890
 For the period July 1, 2033, to June 30, 2034 - \$4,988
 For the period July 1, 2034, to June 30, 2035 - \$5,086

with the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#16 IN THE MATTER OF a proposed revocable consent authorizing New York City Housing Authority (NYCHA) Pink Houses - to construct, maintain and use two glycol supply and return pipes under and across Autumn Avenue, south of Loring Avenue, in the Borough of Brooklyn. The revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2639

From the Approval Date to June 30, 2025 - \$3,888/per annum
 For the period July 1, 2025, to June 30, 2026 - \$3,981
 For the period July 1, 2026, to June 30, 2027 - \$4,074
 For the period July 1, 2027, to June 30, 2028 - \$4,167
 For the period July 1, 2028, to June 30, 2029 - \$4,260

For the period July 1, 2029, to June 30, 2030 - \$4,353
 For the period July 1, 2030, to June 30, 2031 - \$4,446
 For the period July 1, 2031, to June 30, 2032 - \$4,539
 For the period July 1, 2032, to June 30, 2033 - \$4,632
 For the period July 1, 2033, to June 30, 2034 - \$4,725
 For the period July 1, 2034, to June 30, 2035 - \$4,818

with the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#17 IN THE MATTER OF a proposed revocable consent authorizing New York University to continue to maintain and use conduits under, across and along First Avenue at intersection of East 25th Street, and under, across and along East 25th Street, west of First Avenue, in the Borough of Manhattan. The revocable consent is for a term of ten years from July 1, 2024 to June 30, 2034 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2235

For the period July 1, 2024 to June 30, 2025 - \$31,238.00
 For the period July 1, 2025 to June 30, 2026 - \$31,970.00
 For the period July 1, 2026 to June 30, 2027 - \$32,702.00
 For the period July 1, 2027 to June 30, 2028 - \$33,434.00
 For the period July 1, 2028 to June 30, 2029 - \$34,166.00
 For the period July 1, 2029 to June 30, 2030 - \$34,898.00
 For the period July 1, 2030 to June 30, 2031 - \$35,630.00
 For the period July 1, 2031 to June 30, 2032 - \$36,362.00
 For the period July 1, 2032 to June 30, 2033 - \$37,094.00
 For the period July 1, 2033 to June 30, 2034 - \$37,826.00

with the maintenance of a security deposit in the sum of \$37,800 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#18 IN THE MATTER OF a proposed revocable consent authorizing Prologis Targeted US Logistics Fund LP to continue to maintain and use a force main, together with a manhole under and along Rockaway Boulevard, in the Borough of Queens. The revocable consent is for a term of ten years from July 1, 2023 to June 30, 2033 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 1820

For the period July 1, 2023 to June 30, 2024 - \$27,370/per annum
 For the period July 1, 2024 to June 30, 2025 - \$27,962
 For the period July 1, 2025 to June 30, 2026 - \$28,554
 For the period July 1, 2026 to June 30, 2027 - \$29,146
 For the period July 1, 2027 to June 30, 2028 - \$29,738
 For the period July 1, 2028 to June 30, 2029 - \$30,330
 For the period July 1, 2029 to June 30, 2030 - \$30,922
 For the period July 1, 2030 to June 30, 2031 - \$31,514
 For the period July 1, 2031 to June 30, 2032 - \$32,106
 For the period July 1, 2032 to June 30, 2033 - \$32,698

with the maintenance of a security deposit in the sum of \$32,700 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#19 IN THE MATTER OF a proposed revocable consent authorizing Rubio Butterfield Foundation and 67 Hudson 3AB LLC to continue to maintain and use a pedestrian bridge over and across Staple Street, between Jay and Harrison Streets, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2024 to June 30, 2034 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 51

For the period July 1, 2024 to June 30, 2025 - \$6,676
 For the period July 1, 2025 to June 30, 2026 - \$6,833
 For the period July 1, 2026 to June 30, 2027 - \$6,990
 For the period July 1, 2027 to June 30, 2028 - \$7,147
 For the period July 1, 2028 to June 30, 2029 - \$7,304
 For the period July 1, 2029 to June 30, 2030 - \$7,461
 For the period July 1, 2030 to June 30, 2031 - \$7,618
 For the period July 1, 2031 to June 30, 2032 - \$7,775
 For the period July 1, 2032 to June 30, 2033 - \$7,932
 For the period July 1, 2033 to June 30, 2034 - \$8,089

with the maintenance of a security deposit in the sum of \$8,100 and the insurance shall be in the amount of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury,

Five Million Dollars (\$5,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#20 IN THE MATTER OF a proposed revocable consent authorizing SP Great Jones LLC to continue to maintain and use a planted area on the north sidewalk of Great Jones Street, between Lafayette Street and Bowery Street, in the Borough of Manhattan. The revocable consent is for a term of ten years from July 1, 2024 to June 30, 2034 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2228

For the period from July 1, 2024 to June 30, 2034 - \$78/per annum.

with the maintenance of a security deposit in the sum of \$1,100 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#21 IN THE MATTER OF a proposed revocable consent authorizing Trustees of Columbia University in the City of New York to construct, maintain and use a telecommunication conduit under, across and along West 112th Street between Riverside Drive and Broadway, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2642

From the Approval Date to June 30, 2025 - \$4,089/per annum
 For the period July 1, 2025, to June 30, 2026 - \$4,187
 For the period July 1, 2026, to June 30, 2027 - \$4,285
 For the period July 1, 2027, to June 30, 2028 - \$4,383
 For the period July 1, 2028, to June 30, 2029 - \$4,481
 For the period July 1, 2029, to June 30, 2030 - \$4,579
 For the period July 1, 2030, to June 30, 2031 - \$4,677
 For the period July 1, 2031, to June 30, 2032 - \$4,775
 For the period July 1, 2032, to June 30, 2033 - \$4,873
 For the period July 1, 2033, to June 30, 2034 - \$4,971
 For the period July 1, 2034, to June 30, 2035 - \$5,069

with the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#22 IN THE MATTER OF a proposed revocable consent authorizing Walnut Point Realty LLC to continue to maintain and use sidewalk lights and an existing stair, together with railing on the south sidewalk of East 21st Street, east of Broadway, and on the east sidewalk of Broadway, south of East 21st Street, in the Borough of Manhattan. The revocable consent is for a term of ten years from July 1, 2024 to June 30, 2034 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2251

For the period July 1, 2024 to June 30, 2025 - \$3,580
 For the period July 1, 2025 to June 30, 2026 - \$3,664
 For the period July 1, 2026 to June 30, 2027 - \$3,748
 For the period July 1, 2027 to June 30, 2028 - \$3,832
 For the period July 1, 2028 to June 30, 2029 - \$3,916
 For the period July 1, 2029 to June 30, 2030 - \$4,000
 For the period July 1, 2030 to June 30, 2031 - \$4,084
 For the period July 1, 2031 to June 30, 2032 - \$4,168
 For the period July 1, 2032 to June 30, 2033 - \$4,252
 For the period July 1, 2033 to June 30, 2034 - \$4,336

with the maintenance of a security deposit in the sum of \$5,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#23 IN THE MATTER OF a proposed revocable consent authorizing Beth Israel Medical Center to continue to maintain and use a conduit, together with distribution boxes, under the sidewalks of East 16th Street and Nathan D. Perlman Place, in the Borough of Manhattan. The revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 1450

For the period July 1, 2023 to June 30, 2024 - \$ 30,308.00
 For the period July 1, 2024 to June 30, 2025 - \$ 31,018.00
 For the period July 1, 2025 to June 30, 2026 - \$ 31,728.00
 For the period July 1, 2026 to June 30, 2027 - \$ 32,438.00
 For the period July 1, 2027 to June 30, 2028 - \$ 33,148.00
 For the period July 1, 2028 to June 30, 2029 - \$ 33,858.00

For the period July 1, 2029 to June 30, 2030 - \$ 34,568.00
 For the period July 1, 2030 to June 30, 2031 - \$ 35,278.00
 For the period July 1, 2031 to June 30, 2032 - \$ 35,988.00
 For the period July 1, 2032 to June 30, 2033 - \$ 36,698.00

with the maintenance of a security deposit in the sum of \$36,170 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#24 IN THE MATTER OF a proposed revocable consent authorizing BOP SE LLC to construct, maintain and use pipes and conduits along the west sidewalk of Ninth Avenue, between West 31st Street and West 33rd Street and along the north sidewalk of West 31st Street, between Ninth Avenue and Tenth Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2584

From the Approval Date to June 30, 2024 - \$56,777/per annum
 For the period July 1, 2024 to June 30, 2025 - \$58,032
 For the period July 1, 2025 to June 30, 2026 - \$59,286
 For the period July 1, 2026 to June 30, 2027 - \$60,540
 For the period July 1, 2027 to June 30, 2028 - \$61,794
 For the period July 1, 2028 to June 30, 2029 - \$63,048
 For the period July 1, 2029 to June 30, 2030 - \$64,303
 For the period July 1, 2030 to June 30, 2031 - \$65,557
 For the period July 1, 2031 to June 30, 2032 - \$66,811
 For the period July 1, 2032 to June 30, 2033 - \$68,065
 For the period July 1, 2033 to June 30, 2034 - \$69,320

with the maintenance of a security deposit in the sum of \$69,320 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#25 IN THE MATTER OF a proposed revocable consent authorizing James Dover Grant to continue to maintain and use a stoop and stairs on the north sidewalk of West 88th Street, west of Central Park West, in the Borough of Manhattan. The revocable consent is for a term of ten years from July 1, 2023 to June 30, 2033 and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2200

For the period from July 1, 2023 to June 30, 2033 - \$25/per annum

with the maintenance of a security deposit in the sum of \$5,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#26 IN THE MATTER OF a proposed revocable consent authorizing Times Square Hotel Owner LLC to construct, maintain and use an electric snow melt system, under the south sidewalk of West 47th Street, between 6th and 7th Avenues, in the Borough of Manhattan. The revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: R.P. # 2607

From the Approval Date to June 30, 2024 - \$29,024/per annum
 For the period July 1, 2024 to June 30, 2025 - \$29,562
 For the period July 1, 2025 to June 30, 2026 - \$30,100
 For the period July 1, 2026 to June 30, 2027 - \$30,638
 For the period July 1, 2027 to June 30, 2028 - \$31,176
 For the period July 1, 2028 to June 30, 2029 - \$31,714
 For the period July 1, 2029 to June 30, 2030 - \$32,252
 For the period July 1, 2030 to June 30, 2031 - \$32,790
 For the period July 1, 2031 to June 30, 2032 - \$33,328
 For the period July 1, 2032 to June 30, 2033 - \$33,866
 For the period July 1, 2033 to June 30, 2034 - \$34,404

with the maintenance of a security deposit in the sum of \$34,500 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

Interested parties can obtain copies of proposed agreement or request sign-language interpreters (with at least seven days prior notice) by writing revocableconsents@dot.nyc.gov or by calling (212) 839-6550.

NOTICE IS HEREBY GIVEN, PURSUANT TO LAW, that the following proposed revocable consent(s) has been scheduled for a public hearing by the New York City Department of Transportation. A draft copy of the revocable consent agreement(s) may be obtained at no cost by submitting a request at diningoutnyc.info/requestcopy

The public hearing will be held remotely via Zoom, commencing on September 27, 2024, at 11:00 A.M., on the following petition for revocable consent:

To join the hearing via your browser either click on the following URL link or copy and paste it into your browser's address bar.

Join Zoom Meeting: zoom.us/j/91467302621

Meeting ID: 91467302621

To join the hearing only by phone, use the following information to connect:

Phone: +1-929-205-6099

Meeting ID: 914 6730 2621

In the matter of a proposed revocable consent authorizing the following:

1. Tappo, Inc., to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to, 49 WEST 24 STREET in the Borough of Manhattan.
2. IXV Coffee LLC, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 497 PACIFIC STREET in the Borough of Brooklyn
3. Giuro, LLC, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 132 GREENE AVE in the Borough of Brooklyn
4. Columbus Avenue Hospitality LLC, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 320 COLUMBUS AVE in the Borough of Manhattan
5. Sequoia Tree LLC, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 1439 York Avenue in the Borough of Manhattan
6. 225 Columbus RST. CORP, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 225 COLUMBUS AVE in the Borough of Manhattan
7. TSG 89 CORP, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 1715 2nd AVENUE in the Borough of Manhattan
8. Nichl Due INC, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 71 WEST 71st STREET in the Borough of Manhattan
9. WV UWS LLC, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 2290 BROADWAY in the Borough of Manhattan
10. Gin Blossom BK LLC, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 210 SMITH STREET in the Borough of Brooklyn
11. L'WREN BK INC., to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 4004 5th AVE in the Borough of Brooklyn
12. 74 Wythe Ave Tenant LLC, to maintain, operate, and use a roadway cafe for a term of four years adjacent to the proposed revocable consent is for a term of four years adjacent to 74 WYTHE AVE in the Borough of Brooklyn

Accessibility questions: DiningOutNYC@dot.nyc.gov, by: Monday, September 23, 2024, 4:00 P.M.



PROPERTY DISPOSITION

The City of New York in partnership with PublicSurplus.com posts online auctions. All auctions are open to the public.

Registration is free and new auctions are added daily. To review auctions or register visit <https://publicsurplus.com>

CITYWIDE ADMINISTRATIVE SERVICES

■ SALE

The City of New York in partnership with IAAI.com posts vehicle and heavy machinery auctions online every week at: <https://iaai.com/search?keyword=dcas+public>.

All auctions are open to the public and registration is free.

Vehicles can be viewed in person at:
Insurance Auto Auctions, Green Yard
137 Peconic Ave., Medford, NY 11763
Phone: (631) 207-3477

No previous arrangements or phone calls are needed to preview.
Hours are Monday from 10:00 A.M. - 2:00 P.M.

ja19-jy3

HOUSING PRESERVATION AND DEVELOPMENT

■ PUBLIC HEARINGS

All Notices Regarding Housing Preservation and Development Dispositions of City-Owned Property, appear in the Public Hearing Section.

ja16-d31

PROCUREMENT

“Compete To Win” More Contracts!

Thanks to a new City initiative - “Compete To Win” - the NYC Department of Small Business Services offers a new set of FREE services to help create more opportunities for minority and Women-Owned Businesses to compete, connect and grow their business with the City. With NYC Construction Loan, Technical Assistance, NYC Construction Mentorship, Bond Readiness, and NYC Teaming services, the City will be able to help even more small businesses than before.

● Win More Contracts, at nyc.gov/competetowin

“The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in architecture and engineering that has contributed, to the City's prestige as a global destination. The contracting opportunities for construction/construction services and construction-related services that appear in the individual agency listings below reflect that commitment to excellence.”

HHS ACCELERATOR PREQUALIFICATION

To respond to human services Requests for Proposals (RFPs), in

accordance with Section 3-16 of the Procurement Policy Board Rules of the City of New York ("PPB Rules"), vendors must first complete and submit an electronic HHS Accelerator Prequalification Application using the City's PASSPort system. The PASSPort system is a web-based system maintained by the City of New York for use by its Mayoral Agencies to manage procurement. Important business information collected in the Prequalification Application is required every three years. Documents related to annual corporate filings must be submitted on an annual basis to remain eligible to compete. Prequalification applications will be reviewed to validate compliance with corporate filings and organizational capacity. Approved organizations will be eligible to compete and would submit electronic proposals through the PASSPort system. The PASSPort Public Portal, which lists all RFPs, including HHS RFPs that require HHS Accelerator Prequalification, may be viewed, at https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public

All current and prospective vendors should frequently review information listed on roadmap to take full advantage of upcoming opportunities for funding. For additional information about HHS Accelerator Prequalification and PASSPort, including background materials, user guides and video tutorials, please visit <https://www.nyc.gov/site/mocs/hhsa/hhs-accelerator-guides.page>

ADMINISTRATION FOR CHILDREN'S SERVICES

FAMILY PERMANENCY SERVICES

■ INTENT TO AWARD

Services (other than human services)

06825Y0307-SOLE SOURCE - CARE4 SOFTWARE FOR FAIR FUTURES - Request for Information - PIN# 06825Y0307 - Due 9-24-24 at 2:00 P.M.

The New York City Administration for Children's Services ("ACS") intends to award a Sole Source contract to Care4 Software Inc. in the approximate amount of \$1,164,300 from 7/1/25 to 6/30/28 with one 3-year renewal option. to procure their proprietary Care4 Software for ongoing platform maintenance and hosting Care4 Software is also known as the "Care4 Platform," a technology platform that supports the Fair Futures Initiative at ACS.

Any entity able to provide these services is invited to express its interest and submit qualifications by e-mailing the ACS Agency Contact at doron.pinchas@acs.nyc.gov. Expressions of interest and submissions of qualifications should be submitted no later than September 24, 2024 at 2:00 PM (EST).

s10-16

OFFICE OF INFORMATION TECHNOLOGY

■ AWARD

Goods

MONITORS FOR 2100 BARTOW AVENUE - Intergovernmental Purchase - PIN# 06824O0009001 - AMT: \$60,788.00 - TO: Dell Marketing LP, One Dell Way, MS RR#1-33, Round Rock, TX 78682.

☛ s11

BROOKLYN BRIDGE PARK

■ SOLICITATION

Goods and Services

BROOKLYN BRIDGE PARK - RFP - PIER 1 PAVILION CONCESSION - Request for Proposals - PIN# Pier 1 Pavilion Concession - Due 10-11-24 at 3:00 P.M.

Brooklyn Bridge Park Corporation d/b/a Brooklyn Bridge Park ("BBP") is seeking proposals from highly qualified operators ("Respondent") to operate a year-round food and beverage concession of premium quality in terms of both experience and service at the new Pier 1 Pavilion in Brooklyn Bridge Park.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Brooklyn Bridge Park, 334 Furman Street, Brooklyn, NY 11201. Sean Reynolds; proposals@bbp.nyc

s3-16

BROOKLYN NAVY YARD DEVELOPMENT CORP.

■ SOLICITATION

Construction Related Services

BROOKLYN NAVY YARD ON-CALL DESIGN SERVICES FOR FACADE WORK AND ROOF REPLACEMENT PROJECTS

- Request for Proposals - PIN# 000225 - Due 10-30-24 at 12:00 P.M.

Bid documents will be available as of September 11, 2024 at the BNYDC website <https://brooklynnavyyard.org/about/contract-opportunities>.

A mandatory pre-submission conference will be held at 10:00 A.M. on September 24, 2024 via videoconference. All prospective respondents who plan to attend should contact Dominika Potoma via email to provide names of attendees and email addresses so that attendees can receive details for attending the meeting. Attendance at the mandatory pre-submission meeting is a condition precedent to BNYDC acceptance of a Proposal.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Brooklyn Navy Yard Development Corp., Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, NY 11205. Dominika Potoma (718) 907-5900; on-call-envelope@bnydc.org

s10-16

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICE

■ AWARD

Goods

FORKLIFT, DIESEL, ELECTRIC, 4,000 LIFT CAPACITY

- Competitive Sealed Bids - PIN# 85724B0020001 - AMT: \$1,716,874.00 - TO: Alta One Inc., 5098 Foothills Boulevard, #3-176, Roseville, CA 95747.

☛ s11

ENERGY MANAGEMENT

■ AWARD

Services (other than human services)

SOLAR PV DATA MONITORING SUBSCRIPTION - Other - PIN# 85625U0005001 - AMT: \$7,577.44 - TO: Solar Data Systems Inc., 23 Francis J Clarke Circle, Suite 4A, Bethel, CT 06801.

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CONSUMER AND WORKER PROTECTION

GENERAL COUNSEL

■ AWARD

Services (other than human services)

LEXBE EDISCOVERY PLATFORM - Renewal - PIN# 86623U0001001R001 - AMT: \$39,000.00 - TO: LEXBE Inc., 8303 N Mopac Expy, Suite B-225, Austin, TX 78759-8355.

☛ s11

DISTRICT ATTORNEY - QUEENS COUNTY**■ INTENT TO AWARD***Services (other than human services)***INTERSYSTEMS IRIS SOFTWARE LICENSES RENEWAL****SUBSCRIPTION** - Sole Source - Available only from a single source - PIN# QDA20240903 - Due 9-16-24 at 5:00 P.M.

Pursuant to Procurement Policy Board Rule Section 3-05, Queens District Attorney's Office intends to enter into a sole source agreement with InterSystems Corporation, with the expectation that InterSystems Corporation will be awarded a (3) three-year renewal subscription with the QDA. InterSystems Corporation is the sole owner, supplier, and servicer of InterSystems IRIS software licenses subscription. QDA has determined InterSystems Corporation is the sole authorized source for licensing, software upgrades. No other entity has the rights to license or service InterSystems IRIS software. Any firm which believes it is authorized to provide such services is welcome to submit an expression of interest. All related inquiries should be sent via email to the QDA ACCO at Purchasing@queensda.org.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

District Attorney - Queens County, 80-02 Kew Gardens Road, 5th Floor, Room D-5, Kew Gardens, NY 11415. Miguel Bonilla (718) 286-6910; Purchasing@queensda.org

s10-16**HEALTH AND MENTAL HYGIENE****INFORMATION TECHNOLOGY****■ AWARD***Goods*

TECSYS LICENSES - Renewal - PIN# 81622S0020001R001 - AMT: \$73,800.00 - TO: Tecsyst Inc., 1 Place Alexis Nihon, Suite 800, Montreal, QC 10018.

DOHMH will enter into Renewal with Tecsyst Inc., to continue to provide support and professional services for the EliteSeries Distribution Management System (DMS), and Warehouse Management System (VMS) that DOHMH currently utilizes for daily supply chain activities and asset tracking activities at LIC tower, and on demand OEPR inventory management at MMS facility in NJ and former DOHMH Kingsland Facility.

TECSYS Inc., is a sole source provider, as they are the manufacturer/developer of the EliteSeries software; they do not have any resellers of its software in the United States; and the EliteSeries software can only be sourced directly from TECSYS.

☛ s11**HOUSING AUTHORITY****PROCUREMENT****■ SOLICITATION***Services (other than human services)*

RFP504182 QUALITY ASSURANCE INFORMATION TECHNOLOGY SYSTEM AND RELATED SERVICES FOR THE SECTION 8 MANAGEMENT ASSESSMENT PROGRAM ("SEMAP") - Request for Proposals - PIN# RFP504182 - Due 10-2-24 at 2:00 P.M.

NYCHA, by issuing this RFP, seeks proposals ("Proposals") from qualified firms (the "Proposers") to provide NYCHA (a) a web-based or cloud-based QA information technology system for SEMAP (the "System") with the capability to (i) generate reports and customized QA reviews for each KPI that are compliant with HUD SEMAP guidelines, (ii) allow NYCHA end users to view and interact with NYCHA's file review process, (iii) allow for the creation of ad hoc reviews to support quality control functions in other areas; (iv) store NYCHA SEMAP data separately from other NYCHA systems, and (v) perform tracking and (b) related licenses and services, as detailed more fully within Section II of this RFP (collectively, the "Services").

The release date of this RFP is September 11, 2024 (the "Release Date").

A non-mandatory Proposers' conference ("Proposers' Conference") will be hosted online via Microsoft Teams on September 16, 2024, at 11:00 A.M. Although attendance is not mandatory at the Proposers' Conference, it is strongly recommended that all interested Proposers attend, and that Proposers thoroughly review bid documents in advance of the meeting. To participate in the Pre-Bid Conference, please follow the instruction below:

Microsoft Teams meeting Join on your computer, mobile app or room device.

Option 1: Copy and paste the below into your browser. https://teams.microsoft.com/join/19%3ameeting_NTAwM2U1ODUtMmEyZi00OTM1LW14MDAtZDZkY2U3ZDVjNDFl%40thread.v2%3Fcontext=%7b%22Tid%22%3a%22709ab558-a73c-4f8f-98ad-20bb096cd0f8%22%2c%22Oid%22%3a%22dec56eb3-e6be-402e-9208-de60a29849b1%22%7d

Option 2: call in (audio only) +1 646-838-1534,,366816334# United States, New York City

Phone conference ID: 336 816 334#

Option 3: Access the attached document "TEAMS Meeting Link RFQ 504182" and click on the embedded link to join.

NYCHA additionally recommends that Proposers email questions in advance of the Proposers' Conference to NYCHA's Coordinator by no later than 12:00 P.M. on September 19, 2024. NYCHA will upload all questions and answers to iSupplier on September 24, 2024.

If Proposer seeks a full or partial waiver from complying with the M/WBE Program's utilization requirements set forth in Section IV(1)(o) then Proposer shall email the RFP Coordinator the NYCHA Application for Waiver of M/WBE Utilization Goal (Attachment H-1) by September 20, 2024 (the "M/WBE Waiver Submission Deadline"). See Section IV(1)(o) for details.

Proposals must be successfully submitted into iSupplier in final form no later than 2:00 P.M. on October 2, 2024 (the "Proposal Submission Deadline"). Proposals which are saved in iSupplier as a "draft" but not successfully submitted will not be considered. Proposers should refer to Section IV(2) of this RFP for details on Proposal submission requirements.

The anticipated award date of the Agreement(s) to the Selected Proposer(s) is on or about December 2024.

All times stated above are Eastern Standard Time (EST).

Please note that in the event NYCHA receives no responses in connection with this RFQ by the original bid submission deadline, the bid submission deadline shall be extended automatically for seven (7) calendar days. The foregoing extension does not in any way limit NYCHA's right to extend the bid submission deadline for any other reason.

Prior to submitting a bid, please confirm that your bid response includes all required forms and documentation and that all required forms and documentation are properly completed, signed, and notarized, where applicable.

Note: Only electronic bids submitted online via iSupplier will be accepted. Paper bids will not be accepted or considered. Please contact NYCHA.Purchasing@procurement@nychanyc.gov for assistance.

Interested firms are invited to obtain a copy of the RFP on NYCHA's website. To conduct a search for the RFP number; vendors are instructed to open the link: <http://www1.nyc.gov/site/nycba/business/isupplier-vendor-registration.page>. Proposers should refer to Section IV(2) of this RFP for details on Proposal packaging and submission requirements. Instructions for registering for iSupplier can be found at <http://www1.nyc.gov/site/nycba/business/isupplier-vendor-registration.page>. After Proposer registers for iSupplier, it typically takes 24 to 72 hours for Proposer's iSupplier profile to be approved.

It is the Proposer's sole responsibility to complete iSupplier registration and submit its Proposal before the Proposal Submission Deadline. NYCHA is not responsible for delays caused by technical difficulty or caused by any other occurrence.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Housing Authority, 90 Church Street, 6th Floor, Cubicle 620, New York, NY 10007. Yufen Moy (212) 306-6032; Yufen.Moy@nychanyc.gov

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HUMAN RESOURCES ADMINISTRATION

■ AWARD

Human Services/Client Services

SENIOR HOUSING - BEACH CHANNEL - Renewal - PIN# 06920P8174KXLR001 - AMT: \$1,150,000.00 - TO: The Jewish Association for Services for the Aged, 247 West 37th Street, 9th Floor, New York, NY 10018.

Affordable Housing Tenant Services for Seniors at 34-11 Beach Channel Dr., Far Rockaway, NY 11691. The contract provides for the operation of a One Hundred and fifty-three (153) senior households residing in newly developed, affordable senior housing projects which includes Forty-six (46) set-aside units for seniors who are formerly homeless.

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INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

DEPUTY COMMISSIONER MANAGEMENT AND BUDGET

■ AWARD

Goods

USERTESTING.COM LICENSE 2025 - M/WBE Noncompetitive Small Purchase - PIN# 85825W0025001 - AMT: \$44,174.70 - TO: Compulink Technologies Inc., 260 West 39th Street, Room 302, New York, NY 10018-4434. REQ# 20240640146

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POLICE DEPARTMENT

MANAGEMENT AND BUDGET

■ AWARD

Services (other than human services)

1PP CHILLERS & COMPRESSORS SERVICE & MAINTENANCE - M/WBE Noncompetitive Small Purchase - PIN# 05624W0028001 - AMT: \$1,125,000.00 - TO: Power Cooling, 43-43 Vernon Boulevard, Long Island City, NY 11101-6911.

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SMALL BUSINESS SERVICES

PROCUREMENT

■ INTENT TO AWARD

Human Services/Client Services

FY25 QUEENS WF1CC NAE - Negotiated Acquisition - Available only from a single source - PIN# 80124N0027 - Due 9-12-24 at 12:00 A.M.

The contract between the NYC Department of Small Business Services and DB Grant Associates, Inc. will allow the agency to extend the current contract with the vendor to continue to support workforce development services in the Borough of Queens. The Workforce1 Career Center will assist and provide training, job placement and related services to eligible New York City Residents and qualified, trained staff to businesses. The contract term will be from 10/1/2024 to 9/30/2025, in the amount of \$5,810,004.00.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Small Business Services, 1 Liberty Plaza, 11th Floor, New York, NY 10006. Kelly Taylor (212) 513-9273; ktaylor@sbs.nyc.gov

s6-12

■ INTENT TO AWARD

Services (other than human services)

NYC INDUSTRIAL BUSINESS SOLUTIONS PROGRAM SERVICES NEGOTIATED ACQUISITION EXTENSION - STATEN ISLAND - Negotiated Acquisition - Other - PIN#80124N0022 - Due 9-24-24 at 4:00 P.M.

The NYC Department of Small Business Services is entering into a Negotiated Acquisition Extension Contract with Staten Island Economic Development Corporation for NYC Industrial Business Solutions Program services to deliver program services where entrepreneurs and small businesses can obtain assistance that enables them to open, operate, and expand in the borough of Staten Island. The term will be 7/1/2024 to 6/30/2025, EPIN: 80124N0022, in the amount of \$130,000.00.

s10-16

WORKFORCE DEVELOPMENT

■ INTENT TO AWARD

Human Services/Client Services

BROOKLYN WORKFORCE1 CAREER CENTER NEGOTIATED ACQUISITION EXTENSION CONTRACT - Negotiated Acquisition - Other - PIN#80125N0011 - Due 9-23-24 at 4:00 P.M.

The contract between the NYC Department of Small Business Services and DB Grant Associates Inc will allow the agency to extend the current contract with the vendor to continue to support workforce development services in the Borough of Brooklyn. The Workforce1 Career Center will assist and provide training, job placement and related services to eligible New York City Residents and qualified, trained staff to businesses. The contract term will be from 10/1/2024 to 9/30/2025, in the amount of \$6,551,881.00.

The Services required under this contract are required to maintain the level of services required to be provided to unemployed and underemployed individuals until a new solicitation can be released and a new contract awarded. The Contractor is part of the Citywide Workforce Career Center Network assisting and providing training, job placement and related services to eligible New York City residents.

s9-13

TRANSPORTATION

■ INTENT TO AWARD

Construction/Construction Services

BROOKLYN BOROUGH HALL MTA ACCESSIBILITY - Government to Government - PIN# BPM024375 EPIN 84125T0001-84125BKAD668 - Due 9-17-24 at 12:00 P.M.

Joralemon Street from Court Street to Adams Street Project (A-37145).

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Transportation, 55 Water street 8th floor, New York, NY 10041. Ereny Hanna (212) 839-4589; ehanna@dot.nyc.gov

s4-17

EXECUTIVE

■ VENDOR LIST

Goods and Services

NOTICE OF MAILING LIST FOR FUTURE CONCESSIONS

The New York City Department of Transportation (DOT) is seeking individuals and businesses interested in being contacted for future requests for bids or proposals for DOT concessions. Typical DOT concessions are food and beverage sales, pedestrian plazas, farmer's markets, stall markets, bicycle parking, and vending machines. Interested entities should complete the Concessions Mailing List Information form that can be found on the DOT website, at <http://www.nyc.gov/html/dot/html/about/doing-business.shtml#concessions>.

Use the following address unless otherwise specified in notice, to secure,

examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Transportation, 55 Water Street, 9th Floor, New York, NY 10041. Vilyam Godovskiy (212) 839-6970; VGodovskiy@dot.nyc.gov

s10-16

TRAFFIC OPERATIONS

■ SOLICITATION

Construction Related Services

84125P0001-84125MBTR672 - SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM - Competitive Sealed Proposals - PIN# 84125P0001 - Other - Due 10-11-24 at 2:00 P.M.

For the agency to evaluate the services and solution provided, it is in the City's interest to evaluate the proposer's quality of experience, demonstrated organizational capability and proposed approach and determine that the offered price is fair and reasonable.

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YOUTH AND COMMUNITY DEVELOPMENT

PROCUREMENT

■ INTENT TO AWARD

Human Services/Client Services

CORNERSTONE RE-ISSUE PROGRAM NAE - Other - PIN# 99241C - Due 9-12-24 at 9:00 A.M.

Pursuant to section 3-04(b)(2)(iii) of the Procurement Policy Board Rules, the Department of Youth and Community Development intends to extend the Cornerstone Re-issue.

Cornerstone Community Centers provide engaging activities year-round for young people and adults. Programs are located at 99 New York City Housing Authority (NYCHA) Community Centers throughout the five boroughs, the Cornerstone Re-issue services 2 Cornerstone sites Grant and Wyckoff Gardens. DYCD contracts with community-based organizations to provide high-quality programming. Cornerstone youth programs are designed to help support participants to acquire the academic foundation and interpersonal skills they need to graduate from high school, succeed in the workplace, and give back to the community. Typical youth activities include academics, such as homework help, STEM activities, and high school and college prep; community engagement activities such as community beautification and mentoring; arts activities including dance, music, singing, and photography; and healthy living activities through sports and workshops.

The term shall be July 1, 2024, through August 31, 2024. The contractors' name, PIN number, contract amount and address are indicated below:

DYCD ID: 99241C

Amount: \$ 221,030.00

Name: St. Vincent's Services Inc.

Address: 66 Boerum Place, Brooklyn, NY 11201

Please be advised that this ad is for informational purposes only. If you wish to contact DYCD for further information, please send an email to ACCO@dycd.nyc.gov.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Youth and Community Development, 2 Lafayette Street, 14th Floor, New York, NY 10007. Kevin Best (646) 343-6304; kbest@dycd.nyc.gov

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CONTRACT AWARD HEARINGS

NOTE: LOCATION(S) ARE ACCESSIBLE TO INDIVIDUALS USING WHEELCHAIRS OR OTHER MOBILITY DEVICES. FOR FURTHER INFORMATION ON ACCESSIBILITY OR TO MAKE A REQUEST FOR ACCOMMODATIONS, SUCH AS SIGN

LANGUAGE INTERPRETATION SERVICES, PLEASE CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES (MOCS) VIA E-MAIL AT DISABILITYAFFAIRS@MOCS.NYC.GOV OR VIA PHONE AT (212) 298-0734. ANY PERSON REQUIRING REASONABLE ACCOMMODATION FOR THE PUBLIC HEARING SHOULD CONTACT MOCS AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE HEARING TO ENSURE AVAILABILITY.



HEALTH AND MENTAL HYGIENE

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that an Agency In-House Public Hearing will be held on Tuesday, September 24, 2024 at 1:00 P.M. The Public Hearing will be held via Teleconference through Teams or Conference Call:

Teleconference: Teams Meeting ID: 226 915 873 369, Passcode: RthUQN
 Or Conference Call: 1-929-229-5676, Access Code: 434 627 758#

IN THE MATTER OF a proposed contract between the Department of Health and Mental Hygiene and JEWISH CHILD CARE ASSOCIATION OF NEW YORK, located at 57 Willoughby Street, Brooklyn, NY 11201, to provide court-involved youth opioid prevention and treatment. The contract term shall be from July 1, 2023, to June 30, 2026, with no Renewal options. The contract amount will be \$1,012,500.00. PIN: 24AO027301R0X00 / E-PIN: 81624L0276001.

The proposed contractor has been selected by City Council Discretionary Funds Appropriation, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules

In order to access the Public Hearing and testify, please join the Teams meeting, or call in no later than 12:55 P.M.

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NOTICE IS HEREBY GIVEN that an Agency In-House Public Hearing will be held on Tuesday, September 24, 2024, at 1:00 P.M. The Public Hearing will be held via Teleconference through Teams, (Meeting ID # 226 915 873 369 Passcode: RthUQN) or via Conference Call (Dial in #: +1 929-229-5676, Access Code: 434 627 758#).

IN THE MATTER OF a proposed contract between the Department of Health and Mental Hygiene and MURTAZA AND KHKHAR CONSULTING, INC. located at 874 Midwood Drive, North Bellmore, NY 11710 to provide Fire Alarm System Central Station Monitoring Inspection, Maintenance, Testing & Repair Services. The contract term shall be from November 15, 2024, to November 14, 2026, with no options to renew. The total MRA will be \$1,500,000. PIN: 24BS021401R0X00/ E-PIN: 81625W0012001.

The Vendor has been selected by M/WBE Noncompetitive small purchase method, pursuant to Section §3-08(c)(1)(iv) of the Procurement Policy Board Rules.

In order to access the Public Hearing and testify, please join the Teams meeting, or call in no later than 12:55 P.M.

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INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

■ NOTICE

THIS PUBLIC HEARING HAS BEEN CANCELED

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Friday, September 13, 2024, at 10:00 A.M. The Public Hearing will be held via Conference Call. Call-in #: 1-917-410-4077, ACCESS CODE: 751 227 222.

IN THE MATTER OF a Purchase Order/Contract between the New York City Department of Information Technology and Telecommunications and Rios Partners LLC located 1777 N. Kent St., Arlington, Virginia 22209 for ODA - MWBE Data Acquisition. The amount of this Purchase Order/Contract will be \$325,731.28.

The term will be from 10/01/2024 – 9/30/2025. CB 2, Brooklyn. PIN #: 20240360145, E-PIN #: 85825W0027001.

The Vendor has been selected by M/WBE Noncompetitive Small Purchase Method, pursuant to Section 3-08 (c)(1)(iv) of the Procurement Policy Board Rules. In order to access the Public Hearing and testify, please call 1-917-410-4077, ACCESS CODE: 751 227 222 no later than 9:55 A.M.

Pursuant to Section 2-11(c)(3) of the Procurement Policy Board Rules, if DoITT does not receive, by September 4, 2024, from any individual a written request to speak at this hearing, then DoITT need not conduct this hearing. Written notice should be sent to Joney Mai, NYC DoITT, via email to JMai@oti.nyc.gov.

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SPECIAL MATERIALS

COMPTROLLER

■ NOTICE

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre St., RM 629, New York, NY 10007 on 9/18/2024 to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
78A	4046	ADJACENT TO LOT 6

Acquired in the proceeding entitled: ROMA AND HETT AVENUE subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

BRAD S. LANDER
Comptroller

s4-17

OFFICE OF LABOR RELATIONS

■ NOTICE

2010 -2017 Chaplains Agreement

AGREEMENT entered into this 11 day of September, 2024 by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the **New York City Health and Hospitals Corporation (d/b/a) NYC Health + Hospitals ("NYC H+H")** (hereinafter referred to jointly as the "Employer"), and **District Council 37, A.F.S.C.M.E., AFL-CIO** (hereinafter referred to as the "Union"), for the ninety (90) month and twenty three (23) day period from March 3, 2010 to September 25, 2017.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining

representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

TC# or TTC#	TITLE
54610	Chaplain
54611	Resident Chaplain (Correctional Institutions)
54612	Chaplain (JDC)

Section 2.

The term's "Employee" and "Employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

- The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - SALARIES

Section 1.

- This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours (37.5 hours in NYC H+H). In accordance with Article IX, Section 24 of the 1995-2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.
- Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate -	1/261 of the appropriate minimum basic salary.
Hourly Rate -	40-hour week basis - 1/2088 of the appropriate minimum basic salary.
37.5-hour week basis -	1/1957.5 of the appropriate minimum basic salary.
35-hour week basis -	1/1827 of the appropriate minimum basic salary.

- The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2. Salaries.

Employees in the following title(s) shall be subject to the following specified salary(ies), salary adjustment(s), and/or salary range(s):

a. Effective March 3, 2009**i. Minimum***

Title	(1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	\$43,018	\$49,471	\$61,159
Chaplain	\$43,018	\$49,471	\$61,159
Resident Chaplain (DOC)	\$43,018	\$49,471	\$61,159

b. Effective September 3, 2011**i. Minimum***

Title	(1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	\$43,449	\$49,966	\$61,771
Chaplain	\$43,449	\$49,966	\$61,771
Resident Chaplain (DOC)	\$43,449	\$49,966	\$61,771

c. Effective September 3, 2012**i. Minimum***

Title	(1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	\$43,883	\$50,466	\$62,389
Chaplain	\$43,883	\$50,466	\$62,389
Resident Chaplain (DOC)	\$43,883	\$50,466	\$62,389

d. Effective September 3, 2013**i. Minimum***

Title	(1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	\$44,323	\$50,971	\$63,013
Chaplain	\$44,323	\$50,971	\$63,013
Resident Chaplain (DOC)	\$44,323	\$50,971	\$63,013

e. Effective September 3, 2014**i. Minimum***

Title	(1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	\$44,988	\$51,736	\$63,958
Chaplain	\$44,988	\$51,736	\$63,958
Resident Chaplain (DOC)	\$44,988	\$51,736	\$63,958

f. Effective September 3, 2015**i. Minimum***

Title	(1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	\$46,112	\$53,029	\$65,557
Chaplain	\$46,112	\$53,029	\$65,557
Resident Chaplain (DOC)	\$46,112	\$53,029	\$65,557

g. Effective September 3, 2016**i. Minimum***

Title	(1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	\$47,496	\$54,620	\$67,524
Chaplain	\$47,496	\$54,620	\$67,524
Resident Chaplain (DOC)	\$47,496	\$54,620	\$67,524

NOTE:

* See Article III, Section 4, "New Hires"

Section 3. - Wage Increases**a. Ratification Bonus**

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

- i. Full-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from July 1, 2013 through June 30, 2014.
- ii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations shall be based on service during the period from September 5, 2013 through June 26, 2014 or other applicable dates for other school-based employees.
- iii. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.
- iv. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 3(a) of this agreement. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

b. General Wage Increase

- i. The general wage increases, effective as indicated, shall be:
 1. Effective September 3, 2011, Employees shall receive a general increase of 1.00%.
 2. Effective September 3, 2012, Employees shall receive an additional general increase of 1.00%.
 3. Effective September 3, 2013, Employees shall receive an additional general increase of 1.00%.
 4. Effective September 3, 2014, Employees shall receive an additional general increase of 1.50%.
 5. Effective September 3, 2015, Employees shall receive an additional general increase of 2.50%.
 6. Effective September 3, 2016, Employees shall receive an additional general increase of 3.00%.
 7. Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(b)(1)-(6) on the basis of computations heretofore utilized by the parties for all such Employees.
- ii. The increases provided for in Section 3(b) above shall be calculated as follows:
 1. The general increase in Section 3(b)(i)(1) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2011;
 2. The general increase in Section 3(b)(i)(2) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2012;
 3. The general increase in Section 3(b)(i)(3) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2013;
 4. The general increase in Section 3(b)(i)(4) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2014;
 5. The general increase in Section 3(b)(i)(5) shall be based upon the base rates (including salary or incremental

salary schedules) of the applicable titles in effect on September 2, 2015;

6. The general increase in Section 3(b)(i)(6) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2016;

iii.

1. The general increases provided for in this Section 3(b)(i)(1)-(6) shall be applied to the base rates, incremental salary levels, and the minimum "hiring rate" and "incumbent rate" and maximum rates (including levels), for the applicable titles.
2. Effective September 3, 2016, the general increase provided for in this Section 3(b)(i)(6) shall be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
3. Section 3(c)(ii) does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.

Section - 4. New Hires

- a. The appointment rate for an employee newly hired on or after March 3, 2010 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsection 2(a)(i)(1) through 2(g)(i)(1). On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsections 2(a)(i)(2) through 2(g)(i)(2) of this Article III.
- b.
 - i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(b)(iii)(1) of this Article III.
 - ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before March 3, 2010, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2) through 2(g)(i)(2) of this Article III:
 - i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.
 - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

Section 5.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, for the title formerly occupied effective on the date indicated, shall be applied.

Section 6

In the case of an employee on leave of absence without pay the salary rate of such employee shall be changed to reflect the salary adjustments specified in Article III.

Section 7.

Uniform allowances in the pro-rated annual amount set forth below shall be provided to those employees in the positions described below who are required to wear a uniform by the agency which employs them:

<u>Eligible Position</u>	<u>Effective 3/3/10</u>	<u>Effective 9/3/16</u>
Chaplains (Police Dept.)	\$595	\$613
Chaplains (Fire Dept.)	\$1,140	\$1,174

Section 8. Longevity Increment:

- a. Employees with 15 years or more of "City" service in pay status shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection a, shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 9. - Recurring Increment Payment

- a. All full-time per annum and full time per diem employees covered by this agreement shall be eligible to receive RIP as set forth below:

<u>Years of Service</u>	<u>3/3/10 RIP</u>	<u>9/3/11 Increment</u>	<u>Total RIP</u>	<u>9/3/12 Increment</u>	<u>Total RIP</u>	<u>9/3/13 Increment</u>	<u>Total RIP</u>
5	\$1,361	\$1,375	\$1,375	\$1,389	\$1,389	\$1,403	\$1,403
8	\$1,566	\$207	\$1,582	\$209	\$1,598	\$211	\$1,614
10	\$2,181	\$621	\$2,203	\$627	\$2,225	\$633	\$2,247
12	\$2,386	\$207	\$2,410	\$209	\$2,434	\$211	\$2,458
16	\$2,557	\$173	\$2,583	\$175	\$2,609	\$177	\$2,635
18	\$3,591	\$1,044	\$3,627	\$1,054	\$3,663	\$1,065	\$3,700

<u>Years of Service</u>	<u>9/3/14 Increment</u>	<u>Total RIP</u>	<u>9/3/15 Increment</u>	<u>Total RIP</u>	<u>9/3/16 Increment</u>	<u>Total RIP</u>	<u>3/3/17 Increment</u>	<u>Total RIP</u>
5	\$1,424	\$1,424	\$1,460	\$1,460	\$1,504	\$1,504	\$1,627	\$1,627
8	\$214	\$1,638	\$219	\$1,679	\$226	\$1,730	\$348	\$1,975
10	\$642	\$2,280	\$658	\$2,337	\$678	\$2,408	\$800	\$2,775
12	\$214	\$2,494	\$219	\$2,556	\$226	\$2,634	\$348	\$3,123
16	\$180	\$2,674	\$185	\$2,741	\$191	\$2,825	\$313	\$3,436
18	\$1,081	\$3,755	\$1,108	\$3,849	\$1,141	\$3,966	\$1,263	\$4,699

- b. The RIPs shall be based upon years of City service and be paid in addition to the longevity increment set forth in section 8a. RIPs shall be payable on the January 1, April 1, July 1 or October 1 subsequent to the qualifying employees anniversary date subject to the rules for eligibility set forth in Appendix B of this agreement.

Section 10. Overtime

Article IV (the Overtime Provisions) of the 1995-2001 Citywide Agreement or any successor thereto shall apply to all Chaplains and Resident Chaplains (Correctional Institutions) except as provided below:

Chaplains employed in the Police, Fire and Sanitation Departments are required to report for duty a minimum of 80 hours over a four (4) week cycle. All hours worked in excess of 80 but less than 161 hours in the four (4) week cycle shall be compensated as follows: Ordered involuntary overtime at the rate of straight time (1 x) in cash; and

authorized voluntary overtime at the rate of straight time (1 x) in time off. All hours in excess of 160 hours over the (4) week cycle shall be compensated at the rates provided in Sections 2 and 3 of Article IV of the 1995-2001 Citywide Agreement. All overtime must be authorized in writing by a competent authority as designated by the agency head.

Section 11. Sick Leave

Article V (the Sick Leave Provisions) of the 1995-2001 Citywide Agreement or any successor thereto shall apply to all Chaplains and Resident Chaplains (Correctional Institutions) except that incumbent Chaplains hired before June 14, 1984 and employed in the Police or Fire Departments (Incumbents) shall continue to receive their current sick leave benefits. Said incumbents shall have the option of continuing to receive their current sick leave benefits or to be covered by the sick leave provisions of the 1995-2001 Citywide Agreement.

Section 12. Car Allowance

Article VIII (the Car Allowance Provisions) of the 1995-2001 Citywide Agreement or any successor thereto shall apply to all Chaplains and Resident Chaplains (Correctional Institutions) except that incumbent Chaplains hired before June 14, 1984 and employed in the Police or Fire Departments may at their option continue to receive the applicable Department's current arrangements for car allowances.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

The Unions agree to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

Section 3.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(er)s, domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

Section 4.

This Agreement incorporates the terms of the May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Council, as appended to this agreement.

Section 5.

This Agreement incorporates the terms of the January 12, 2017 Letter Agreement regarding welfare fund contributions, as appended to this agreement.

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation

of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. - Performance Levels

- a. The Union recognizes the Employer's right under the New York

City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

- b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. - Supervisory Responsibility

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article 1, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.
- b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

Section 3. - Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City Of New York or the Rules and Regulations of NYC H+H with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed wrongful disciplinary action taken against a non-competitive employee as defined in Section 4 of this article.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1(d) of this Article, shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the Employees may present the grievance at **STEP I**.

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the **STEP I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in **STEP I** below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

STEP I

The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll

error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted.

The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

The following STEP 1(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under section 1(a) through 1(c) of this Article and shall be applied prior to Step of this Section:

STEP 1(a) An appeal from an unsatisfactory determination at STEP I shall be presented in writing to the person designated by the agency head for such purpose. An appeal must be made within five (5) work days of the receipt of the STEP I determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this STEP I shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination to the Employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

STEP II

An appeal from an unsatisfactory determination at **STEP I** or **STEP I(a)**, where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. An appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III

An appeal from an unsatisfactory determination at **STEP II** shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the **STEP II** determination. The grievant or the Union should submit copies of the **STEP I** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from **STEP II** determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV

An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance

involving a claimed improper holding of an open-competitive rather than a promotional examination, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of such Employee(s) and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4. Disciplinary Procedure for Non-competitive Employees

Grievances relating to a claimed wrongful disciplinary action taken against a noncompetitive employee shall be subject to and governed by the following special procedure. The provisions contained in this Section shall not apply to any of the following categories of employees covered by this contract:

- a. Per diem employees
- b. Temporary employees
- c. Probationary employees
- d. Trainees, provisionals, and non-competitive employees with less than three (3) months service in the title
- e. Competitive class employees
- f. Employees covered by Section 75 (1) of the Civil Service Law

Step I(n)

Following the service of written charges upon an Employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

Step II(n)

If the Employee is dissatisfied with the decision in Step 1(n) above, he/she may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with **Step II** of the Grievance Procedure set forth herein.

Section 5.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure except that a grievance concerning Employees of NYC H+H may be filed directly at **STEP II** of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 6.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at **STEP III** of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

Section 7.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under **STEP IV**.

Section 8.

The Employer shall notify the Union in writing of all grievances filed by Employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 9.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

Section 10.

A non-Mayoral agency not covered by this Agreement but which employs Employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory

determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 11.

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 12. Expedited Arbitration Procedure.

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. Conduct of Hearings:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount

any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during Employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's business.

ARTICLE VIII - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE IX - CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement.

Chaplains and Resident Chaplains (Correctional Institutions) shall receive the benefits of the Citywide Agreement except for the following provisions:

1. (a) Article III: Section 2 Premium pay for holidays worked;
(b) Article IV: Section 11 Standby time;
(c) Article IV: Section 9 Recall time.
2. Employees in the title of Chaplain, Chaplain (JDC) and Resident Chaplain (Correctional Institutions) who are required to work on any of the holidays listed in Article V, Section 9 of the 1995-2001 Citywide Contract shall receive a fifty percent (50%) cash premium for all hours worked on the holiday.

ARTICLE X - UNION ACTIVITY

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its employees and on Union Activity" or any other applicable Executive Order.

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and Employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty employees covered by this Agreement.

Section 2.

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the Employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairperson ship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of

the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XIII - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XIV - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XV - CONTRACTING-OUT CLAUSE

The problem of "Contracting Out" or "Farming Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XI of this Agreement.

ARTICLE XVI - ECCLESIASTICAL QUALIFICATIONS

The Union recognizes the authority of the Employer over all appointments. The Employer will establish a Chaplaincy Committee, consisting of representatives of the major denominations of the Employees namely, the New York Board of Rabbis, the Council of Churches of the City of New York, the Roman Catholic Archdiocese of New York, the Roman Catholic Diocese of Brooklyn and Queens in titles covered by this Agreement. The appropriate members of the Chaplaincy Committee shall provide technical assistance to the Employer in evaluating the Employee's ecclesiastical qualifications for initial hiring and continued employment. Determination as to whether specific individuals can continue to represent a religious denomination as a Chaplain or Resident Chaplain (Correctional Institutions) shall be made exclusively by the ecclesiastical body having jurisdiction over the religious denomination of the chaplain involved and such decisions shall be final and binding. The Chaplaincy Committee referred to in Article XVI are the members of the Interreligious Chaplaincy Commission of Religious Leaders of the City of New York.

The Council of Churches of the City of New York Director of Pastoral Care 475 Riverside Drive Suite 456 New York, N.Y. 10115 (212) 749-1214	New York Board of Rabbis Director of Chaplaincy Services 10 East 73rd Street New York, N.Y. 10021-4194 (212) 879-8415
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The Roman Catholic Archdiocese of N.Y. Director of Hospital Apostolate Catholic Center 1011 First Avenue (20th Fl.) New York, N.Y. 10022 (212) 371-1000	The Roman Catholic Diocese of Brooklyn and Queens Director of Pastoral Care of Sick/Prison Ministries 191 Joralemon Street Brooklyn, N.Y. 11201 (718) 596-5500
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ARTICLE XVII - CIVIL SERVICE AND CAREER DEVELOPMENT

A joint committee composed of representatives of the Offices of Management and Budget, Labor Relations, the Department of Citywide Administrative Services/Division of Citywide Personnel Services, NYC H+H, and the Union shall meet to study problems related to career development and retention of personnel, and where deemed necessary make recommendations to the appropriate Employer officials.

WHEREFORE, we have hereunto set our hands and seals this 11 day of September, 2024,

**FOR THE CITY OF NEW YORK AND
RELATED PUBLIC EMPLOYERS**
AS DEFINED HEREIN:

BY: /s/
RENEE CAMPION
Commissioner of Labor Relations

**FOR DISTRICT COUNCIL 37
AFSCME, AFL-CIO**

BY: /s/
HENRY GARRIDO
Executive Director

FOR NYC HEALTH+HOSPITALS

BY: /s/
ANDREA G. COHEN
Senior Vice-President and General Counsel

APPROVED AS TO FORM:

BY: /s/
ERIC EICHENHOLTZ
Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE: _____

UNIT: Chaplains

TERM: March 3, 2010 – September 25, 2017

Appendix A Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 8 of the 2010 - 2017 Chaplains Agreement:

- Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.
- Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
- The following time in which an Employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
 - Time on a leave approved by the proper authority which is consistent with the **Rules and Regulations of the New York City Personnel Director** or the appropriate personnel authority of a covered organization.
 - Time prior to a reinstatement.
 - Time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
 - Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.

- Once an Employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
- The \$800 longevity increment shall not become pensionable until fifteen months after the Employee begins to receive such \$800 increment. Fifteen months after the employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3a of this Agreement.

Appendix B

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 9 of the 2010 - 2017 Chaplains Agreement.

- Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a

- full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an Employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.
2. Part-time Employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time Employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
 - a. An employee must have regularly worked at least one half the regular hours of full time Employees in the same title or if no full-time equivalent title exists then at least 17 1/2 hours for white collar positions or 20 hours for blue collar positions.
 - b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time Employee by the number of hours worked per week by a full-time Employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.
 3. Service in pay status prior to a break in service of more than one year shall not be used to calculate the qualifying years of service.
 4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall not be used to calculate the qualifying years of service:
 - a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization,
 - b. time prior to a reinstatement,
 - c. time on a preferred or recall list, and
 - d. time not in pay status of 31 days or less.
 5. RIPs shall be considered a salary adjustment for the purposes of Article III, Section 1 (d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.
 6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPs.

A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee 125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter,

\$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.

3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise to develop an accounting system to measure and calculate savings.
5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.
6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

January 12, 2017

Henry Garrido Executive Director

District Council 37, AFSCME, AFL-CIO 125 Barclay Street
New York, NY 10007

Dear Mr. Garrido:

This is to confirm our mutual understanding and agreement regarding amendments to the 2010-2017 Memorandum of Agreement between District Council 37 and the City of New York dated July 1, 2014.

1. Section 1 (Term) shall be amended from 7 years and 4 months (3/3/10 - 7/2/17 or 88 months from the date of termination of the applicable existing Successor Separate Unit Agreement) to 7 years and 6 months and 23 days (3/3/10 - 9/25/17 - or 90 months, 23 days from the date of

termination of the applicable existing Successor Separate Unit Agreement).

2. Effective on the first day of the eighty-fifth (85th) month of the applicable *Successor Separate Unit Agreement* the contribution paid on behalf of each full-time per annum Employee to each applicable welfare fund shall be increased by \$200 per annum.
3. The per annum contribution rates paid on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) whose normal work year is less than a full calendar year shall be adjusted in the same proportion heretofore utilized by the parties.
4. The per annum contribution rates paid on behalf of employees separated from service to a welfare fund which covers such employees shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to #2 above.

This agreement is subject to union ratification.

If the above accords with your understanding, please sign in the space provided below.

Sincerely,
/s/

Robert W. Linn

Agreed on behalf of District Council 37,
AFSCME, AFL-CIO:

By: /s/
Henry Garrido, Executive Director

Dated: 1/12/2017

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MAYOR'S OFFICE OF CONTRACT SERVICES

■ NOTICE

Notice of Intent to Extend Contract(s) Not Included in FY 2025 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be entering into the following extension(s) of (a) contract(s) not included in the FY 2025 Annual Contracting Plan and Schedule that is published pursuant to New York City Charter § 312(a):

Agency: NYC Department of Human Resources Administration (HRA)
Vendor: Prestige Industry Corp
Description of Services to Provided: Compactor Truck Service – To compact and dispose of office furniture, construction materials and miscellaneous items at various HRA facilities, citywide.
Anticipated Procurement Method: Extension
Anticipated New Start Date: 1/1/2025
Anticipated New End Date: 6/30/2025
Anticipated Modifications to Scope: None
Reason for Renewal/Extension: Continuation of services
Job Titles: None
Headcounts: 0

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Notice of Intent to Issue New Solicitation Not Included in FY25 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be issuing the following solicitation(s) not included in the FY 2025 Annual Contracting Plan and Schedule that is published pursuant to New York City Charter § 312(a):

Agency: DSNY
Description of Services to be Provided: Forensic Toxicology/Urinalysis Services for Drug and Alcohol testing.
Anticipated Contract Start Date: 4/1/2025
Anticipated Contract End Date: 4/1/2028
Anticipated Procurement Method: Competitive Sealed Bid
Job Titles: None
Headcounts: 0

☛ s11

Notice of Intent to Issue New Solicitation Not Included in FY25 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the mayor will be issuing the following solicitation(s) not included in the FY 2025 Annual Contracting Plan and Schedule that is published pursuant to New York City Charter § 312(a):

Agency: NYC Department of Human Resources Administration (HRA)
Description of Services to Provided: Compactor Truck Service: To compact and dispose of office furniture, construction materials and miscellaneous items at various HRA facilities, citywide.
Anticipated New Start Date: 5/1/2025
Anticipated New End Date: 4/30/2028
Anticipated Procurement Method: Competitive Sealed Bid
Job Titles: None
Headcounts: 0

☛ s11

Notice of Intent to Issue New Solicitation Not Included in FY25 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be issuing the following solicitation(s) not included in the FY 2025 Annual Contracting Plan and Schedule that is published pursuant to New York City Charter § 312(a):

Agency: NYC Department of Correction
Description of Services: The New York City Department of Correction seeks a Contractor to provide on- call, installation, repairs, replacements and diagnostic services, as necessary, to roll-up security gates, sliding security gates, doors, and all other related equipment and systems located at Rikers Island and Borough facilities.
Anticipated Contract Start Date: 6/1/2025
Anticipated Contract End Date: 5/30/2028
Anticipated Procurement Method: Competitive Sealed Bid
Job Titles: None
Headcounts: 0

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CHANGES IN PERSONNEL

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 07/19/24

NAME		TITLE NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
HELCO	RONALD	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HENAO	FABIO	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HENDRICKSON	KEIRON	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HENRY	CARLOS	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HENRY	DILLIAN L	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HENSON	ALYSSA	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HERNANDEZ	AMERICA	9POLL	\$1.0000	APPOINTED	YES	07/10/24	300
HERNANDEZ	JACOB A	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HERNANDEZ	SENDI	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HERNANDEZ	YOHAIIRA	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HERNANDEZ PEREZ	JENICE	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HERRERA	ARISLEID	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HERSHEL	SHADJAR R	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HICKS	BRITNEY	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HIDALGO	JONATHAN	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HIGGINS	SARAH C	9POLL	\$1.0000	APPOINTED	YES	07/01/24	300
HILL	STEPHANI	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HINOJOSA	JASSLIA	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HITT	JULIA E	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HO	TRI	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOCKETT	MATTHEW	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HODGES	RAYQUAN	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOFMANN	BRENDAN R	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOLDEN	ERIC	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOLLOWAY	KEMIA E	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOLLOWAY	TISHAWN	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOSSAIN	FARJANA	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOSSIN	MOHAMMED	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOWELL	DETREL	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOWLADER	MRIITTIKA J	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOYOS	ISAAC	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HOYOS	LUCAS	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HUANG	HUI	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HUANG	JASON	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HUANG	KAREN	9POLL	\$1.0000	APPOINTED	YES	07/10/24	300
HUANG	PINGFANG	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HUGHES	GENESIS M	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HUNTER	DELMICA	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HURST	LORY A	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300
HUSAIN	BADRUL	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 07/19/24

NAME		TITLE NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
HUSAIN	MARIYUM	9POLL	\$1.0000	APPOINTED	YES	01/01/24	300