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THE CITY RECORD

Official Journal of The City of New York

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THE CITY RECORD

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Citywide Administrative Services

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BOARD MEETINGS

MEETING

City Planning Commission

Meets in NYC City Planning Commission Hearing Room, Lower
Concourse, 120 Broadway, New York, NY 10271, twice monthly on
Wednesday, at 10:00 A.M., unless otherwise ordered by the Commission.

City Council

Meets by Charter twice a month in Councilman's Chamber, City Hall,
Manhattan, NY 10007, at 1:30 P.M.

Contract Awards Public Hearing

Meets bi-weekly, on Thursday, at 10:00 A.M. In order to access the
Public Hearing and testify, please call 1-646-992-2010, Access Code:
715 951 139, no later than 9:55 A.M.

Civilian Complaint Review Board

Generally meets at 10:00 A.M. on the second Wednesday of each month
at 40 Rector Street, 2nd Floor, New York, NY 10006. Visit <http://www.nyc.gov/html/ccrb/html/meeting.html> for additional information and
scheduling changes.

Design Commission

Meets at City Hall, Third Floor, New York, NY 10007. For meeting
schedule, please visit nyc.gov/designcommission or call (212) 788-3071.

Department of Education

Meets in the Hall of the Board for a monthly business meeting on the
Third Wednesday, of each month at 6:00 P.M. The Annual Meeting is
held on the first Tuesday of July at 10:00 A.M.

Board of Elections

32 Broadway, 7th Floor, New York, NY 10004, on Tuesday, at 1:30 P.M.
and at the call of the Commissioner.

Environmental Control Board

Meets at 100 Church Street, 12th Floor, Training Room #143, New
York, NY 10007 at 9:15 A.M. once a month at the call of the Chairman.

Board of Health

Meets at Gotham Center, 42-09 28th Street, Long Island City, NY
11101, at 10:00 A.M., quarterly or at the call of the Chairman.

Health Insurance Board

Meets in Room 530, Municipal Building, Manhattan, NY 10007, at the
call of the Chairman.

Board of Higher Education

Meets at 535 East 80th Street, Manhattan, NY 10021, at 5:30 P.M., on
fourth Monday in January, February, March, April, June, September,
October, November and December. Annual meeting held on fourth
Monday in May.

Citywide Administrative Services

Division of Citywide Personnel Services will hold hearings as needed in

Room 2203, 2 Washington Street, New York, NY 10004.

Commission on Human Rights

Meets on 10th Floor in the Commission's Central Office, 40 Rector Street, New York, NY 10006, on the fourth Wednesday of each month, at 8:00 A.M.

In Rem Foreclosure Release Board

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, monthly on Tuesdays, commencing 10:00 A.M., and other days, times and location as warranted.

Franchise and Concession Review Committee

Meets in Spector Hall, 22 Reade Street, Main Floor, and other days, times and location as warranted.

Real Property Acquisitions and Dispositions

Meets bi-weekly, on Wednesday, at 10:00 A.M. In order to access the Public Hearing and testify, please call 1-646-992-2010, Access Code: 717 876 299, no later than 9:55 A.M.

Landmarks Preservation Commission

Meets in the Hearing Room, Municipal Building, 9th Floor North, 1 Centre Street in Manhattan on approximately three Tuesday's each month, commencing at 9:30 A.M. unless otherwise noticed by the Commission. For current meeting dates, times and agendas, please visit our website at www.nyc.gov/landmarks.

Employees' Retirement System

Meets in the Boardroom, 22nd Floor, 335 Adams Street, Brooklyn, NY 11201, at 9:30 A.M., on the third Thursday of each month, at the call of the Chairman.

Housing Authority

Housing Authority Board Meetings of the New York City Housing Authority are scheduled for the last Thursday of each month (except August) at 10:00 A.M. in the Ceremonial Room on the 5th Floor of 90 Church Street, New York, NY 10007 (unless otherwise noted). Any changes to the schedule will be posted here and on NYCHA's website at <https://www1.nyc.gov/site/nycha/about/board-meetings.page> to the extent practicable at a reasonable time before the meeting. For additional information, please visit NYCHA's website or contact (212) 306-6088

Parole Commission

Meets at its office, 100 Centre Street, Manhattan, NY 10013, on Thursday, at 10:30 A.M.

Board of Revision of Awards

Meets in Room 603, Municipal Building, Manhattan, NY 10007, at the call of the Chairman.

Board of Standards and Appeals

Meets at 22 Reade Street, 1st Floor, in Manhattan on Mondays and Tuesdays at 10:00 A.M. Review sessions are customarily held immediately before the public hearing. For changes in the schedule or additional information, please call the Board's office at (212) 386-0009 or consult the Board's website at www.nyc.gov/bsa.

Tax Commission

Meets in Room 936, Municipal Building, Manhattan, NY 10007, each month at the call of the President. Manhattan, monthly on Wednesdays, commencing 2:30 P.M.

BOROUGH PRESIDENT - BROOKLYN

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Brooklyn Borough President has scheduled a public hearing for the Brooklyn Borough Board to review the matters below in person, at 6:00 P.M. on Tuesday, January 7, 2025, in the Borough Hall Courtroom, 209 Joralemon Street. The meeting will be recorded for public transparency.

Public testimony is limited to two (2) minutes per person. Pre-registration is not required. Virtual testimony is not allowed, however, written testimony can be emailed to testimony@brooklynbp.nyc.gov until Friday, January 10, 2025, at 5:00 P.M.

The hearing will be livestreamed via Webex

Join from the meeting link: <https://nycbp.webex.com/nycbp/j.php?MTID=mf80ce194691fe7a2c6c72e5f75d923e5>

Join by meeting number: 2347 695 6834 | Password MErUWdjn573
Mobile device: 1-646-992-2010 NYC Toll | Code 2347 695 6834
1 408 -418-9388 US Toll | Code 2347 695 6834

For further information on accessibility or to make a request for accommodations, please contact Corina Lozada-Smith at corina.lozada@brooklynbp.nyc.gov at least 4 business days in advance to ensure availability.

The following agenda item will be heard:

Atlantic Avenue Mixed Use Plan (N2500152RK, C250020PQK, C250021PPK, C250022PPK, C250023PPK, C250019PQK, 250016HAK, 250017HAK, C250018PQK)

A public application by the NYC Department of City Planning Brooklyn Office for an area-wide plan to support housing and job growth along Atlantic Avenue between Vanderbilt Avenue and Nostrand Avenue in Community Districts 3 and 8 within the neighborhoods of Crown Heights, Bedford Stuyvesant and Prospect Heights. The proposed actions consist of zoning map amendments, zoning text amendment, UDAAP designations, acquisitions and dispositions of property by the city.

Accessibility questions: Corina Lozada-Smith corina.lozada@brooklynbp.nyc.gov (718) 802.3883, by: Thursday, January 2, 2025, 3:00 P.M.



d23-ja7

CITY PLANNING

■ PUBLIC HEARINGS

PUBLIC NOTICE OF A SCOPING MEETING DRAFT ENVIRONMENTAL IMPACT STATEMENT (CEQR No. 25DCP049M)

NOTICE IS HEREBY GIVEN that pursuant to Section 5-07 of the Rules of Procedure for Environmental Review (CEQR) AND 6 NYCRR 617.8 (State Environmental Quality Review) that the New York City Department of City Planning (DCP), acting on behalf of the City Planning Commission as CEQR lead agency, has determined, based on the Environmental Assessment Statement, that a draft environmental impact statement (DEIS) is to be prepared for Dewitt Clinton Park North (801 Eleventh Avenue & 629 West 54th Street) (CEQR Number 25DCP049M). The CEQR lead agency hereby requests that the applicant prepare a DEIS in accordance with 6 NYCRR 617.9(b) and Sections 6-08 and 6-12 of Executive Order No. 91 of 1977 as amended (City Environmental Quality Review).

A public scoping meeting has been scheduled for Thursday, January 30, 2025, at 2:00 PM. To continue to allow for broad public participation options, DCP will hold the public scoping meeting remotely. To join the meeting and comment, please visit NYC Engage (<https://www1.nyc.gov/site/nycengage/events/index.page>).

To dial into the meeting to listen by phone you may call:

- 877-853-5247 (Toll-free)
- 888-788-0099 (Toll-free)
- 213-338-8477
- 253-215-8782

Enter the following meeting ID and password when prompted:

- Meeting ID: 965 7770 8263
- Password: 1
- [The Participant ID can be skipped by pressing #]

For technical support during the meeting you may call any of the phone numbers listed above. Then enter the following meeting ID and password when prompted:

- Meeting ID: 618 237 7396
- Password: 1

Instructions on how to participate, as well as materials relating to the meeting, will be posted on the site in advance of the meeting, at least one hour prior to the start time. To help the meeting host effectively manage members of the public who sign up to comment, those who do not intend to actively participate are invited to watch the livestream or the recording that will be posted after the meeting. The livestream can be found in the above NYC Engage link and will be made available on the day of the scoping meeting.

Written comments will be accepted through 5:00 P.M., Monday, February 10, 2025. They can be submitted through the above webpage or mailed to Stephanie Shellooe, AICP, Director, Environmental Assessment and Review Division, New York City Department of City Planning, 120 Broadway, 31st Floor, New York, NY 10271.

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. 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 ten business days before the meeting, by Thursday, January 16, 2025.

The Applicants, 760 12th LLC and 801 11th Ave., LLC, are seeking

zoning map amendments, zoning text amendments, and zoning special permits (collectively, the Proposed Actions) to facilitate the development of two buildings (collectively, the Proposed Projects): a 42-story, mixed-use residential and commercial building at 629 W 54th Street (Manhattan Block 1102, Lot 11) and a 38-story, mixed-use residential and commercial building at 801 Eleventh Avenue (Manhattan Block 1103, Lot 36). The building at 629 W 54th Street would contain up to approximately 617 dwelling units (DUs) and 113,990 gsf of commercial auto dealership space. The building at 801 Eleventh Avenue would contain 477 DUs and 85,760 gsf of commercial auto dealership space. In total, the Proposed Projects would contain approximately 1,179,321 gsf (892,442 zsf) including approximately 939,934 gsf (744,400 zsf) of residential floor area and 199,750 gsf (148,042 zsf) of commercial floor area across the two development sites. The Proposed Actions include zoning changes and special permits to facilitate a transfer of floor area from Piers 59, 60, 61, 81, 83, 98 and/or the Chelsea Piers headhouse (the "Granting Sites") within Hudson River Park to the Development Sites. In addition to the Proposed Actions, the Board of Directors of Hudson River Park Trust must approve the sale of the floor area from the Granting Sites, which requires a Signification Action process pursuant to the Hudson River Park Act.

The Proposed Actions would affect the Project Area, which comprises (i) the portion of Manhattan Block 1102 bounded by Twelfth Avenue to the west, West 55th Street to the north, West 54th Street to the south, and a line parallel to and 175 feet east of Twelfth Avenue to the east (the "Project Area Southern Portion"), and (ii) the portion of Manhattan Block 1103 bounded by Eleventh Avenue to the east, West 56th Street to the north, West 55th Street to the south, and a line parallel to and 150 feet west of Eleventh Avenue to the west (the "Project Area Northern Portion") and is in the Hell's Kitchen neighborhood of Manhattan Community District 4.

Within the Project Area, there are two development sites: (1) the property at 629 W 54th Street (Manhattan Block 1102, Lot 11, a.k.a. 629 W 54th Street) owned by 760 12th LLC ("Development Site 1") and (2) the property at 801 Eleventh Avenue (Manhattan Block 1103, Lot 36) owned by 801 11th Ave., LLC ("Development Site 2").

The Applicants are seeking the following actions with respect to the Project Area and Hudson River Park:

- Zoning map amendments to: (i) change the existing M2-4 (CL) district mapped over the Project Area Southern Portion to a C4-7 (CL) (HRP) district, (ii) change the existing M2-3 (CL) district mapped over the Project Area Northern Portion to a C4-7 (CL) (HRP) district, and (iii) map the Special HRP District on the portions of the areas to be designated as the Granting Sites within Hudson River Park that are not already mapped within the Special HRP District. Specifically, the proposed C4-7 (CL) (HRP) to be mapped over the Project Area Southern Portion would be bounded by Twelfth Avenue, West 55th Street, West 54th Street, and a line parallel to and 175 feet east of Twelfth Avenue. The proposed C4-7 (CL) (HRP) to be mapped over the Project Area Northern Portion would be bounded by Eleventh Avenue, West 56th Street, West 55th Street, and a line parallel to and 150 feet west of Eleventh Avenue.
- Zoning text amendments to the Zoning Resolution (ZR) of the City of New York, as amended:
 - o To modify the Appendix of the Special Hudson River Park District in Article VIII, Chapter 9 to map the Project Area Southern Portion as "Area C5" and as a receiving site, to map the Project Area Northern Portion as "Area C4" and as a receiving site, and to correspondingly map granting sites within Hudson River Park as "Area C1," "Area C2," and "Area C3." The text amendment would amend ZR Section 89-02 to define Areas C1, C2 and C3 as granting sites and Areas C4 and C5 as receiving sites, and ZR Section 89-11 to include a paragraph to regulate development in the new Area C2 and Area C3.
 - o To create a new ZR Section 89-13 to (a) establish special floor area regulations within the Project Area, and clarify that the overall maximum FAR is a 20 percent increase of the maximum FAR under the City's Mandatory Inclusionary Housing (MIH) program, and (b) allow the maximum residential FAR to exceed 12.0,
 - o To modify ZR Section 89-11 to allow auto repair and the preparation of vehicles for delivery in connection with Use Group VI auto dealership uses.
 - o To amend Appendix F of the Zoning Resolution to

map a MIH area coterminous with the proposed C4-7 (CL) (HRP) districts.

- Zoning special permits pursuant to the City of New York's Zoning Resolution (ZR) Section 89-21 (Transfer of Floor Area from Hudson River Park) to transfer floor area from the Granting Sites in Hudson River Park to the Development Sites and modify certain bulk regulations, including modification of maximum base height restrictions, and tower regulations. The proposed special permit would transfer approximately 84,349 zsf of unused development rights from the Granting Sites to Development Site 1, and approximately 64,392 zsf of unused development rights from the Granting Sites to Development Site 2 (equivalent to approximately 2.40 FAR on each Development Site).

The zoning map amendments, zoning text amendments, and special permits are referred to collectively as the "Proposed Actions". In addition to the Proposed Actions, the Board of Directors of Hudson River Park Trust must approve the sale of the floor area from the Granting Site. This approval requires a Signification Action process, as required by the Hudson River Park Act. In addition, the Applicants will seek separate Chairperson's Certifications pursuant to ZR Section 89-21(d) to allow building permits and certificates of occupancy to be issued for the Proposed Projects.

The Applicants intend to construct two buildings: a 42-story, mixed-use residential and commercial building on Development Site 1 and a 38-story, mixed-use residential and commercial building on Development Site 2 (collectively, the "Proposed Projects"). The building on Development Site 1 would contain a total of approximately 664,245 gsf (506,092 zsf), including up to approximately 529,581 gsf of residential space (617 DUs, of which 154-185 units would be designated as permanently affordable pursuant to MIH) and 113,990 gsf of commercial auto dealership space. The building on Development Site 2 would contain a total of approximately 515,076 gsf (386,350 zsf), including up to approximately 410,353 gsf of residential space (477 DUs, of which 119-143 units would be designated as permanently affordable pursuant to MIH) and 85,760 gsf of commercial auto dealership space.

The Project Area would also include an approximately 3,300-sf portion of the 10,800-sf, non-Applicant-owned Block 1103, Lot 23, which is adjacent to and directly southwest of Development Site 2 and occupied by a music venue. However, pursuant to the proposed text amendment, the existing M2-3 district regulations would continue to apply to the rezoned portion of Lot 23. Accordingly, no development would occur on Lot 23 as a result of the Proposed Actions.

The analysis year of the Proposed Actions is 2029.

Copies of the Draft Scope of Work and the Environmental Assessment Statement may also be obtained by contacting the Environmental Assessment and Review Division, New York City Department of City Planning, 120 Broadway, 31st Floor, New York, NY 10271, Stephanie Shelloe, Director, by calling (212) 720-3328 or by emailing sshelleo@planning.nyc.gov. In addition, to view the Dewitt Clinton Park North (801 Eleventh Avenue & 629 West 54th Street) Draft Scope of Work and the Environmental Assessment Statement, navigate to the project page in ZAP and select Public Documents, then "Draft Scope of Work_25DCP049M" and "EAS_25DCP049M." To view the Scoping Protocol, select the Public Documents, then "Scoping Protocol."

← d30

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 10:00 A.M. Eastern Daylight Time, on Wednesday, January 8, 2025, 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 website, 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/471697/1>

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 THE BRONX

No. 1

1093-1095 Jerome Avenue UDAAP

CD 4 **C 250091 HAX**

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD)

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a. the designation of property located at 1093-1095 Jerome (Block 2505, Lots 26 and 28), as an Urban Development Action Area; and
 - b. an Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate the development of an eleven-story building containing approximately 60 residential units, Borough of the Bronx, Community District 4.

BOROUGH OF BROOKLYN

Nos. 2 - 4

BROWNSVILLE NCP

No. 2

CD 16 **C 250036 HAK**

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD)

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a. the designation of property located at 425 Mother Gaston Boulevard (Block 3743, Lot 12), 546 Thomas S. Boyland Street (Block 3518, Lot 63) and 1733-1735 Saint Mark's Avenue (Block 1455, Lots 65, 66, and 79) as an Urban Development Action Area; and
 - b. an Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate the development of three buildings, with approximately 60 affordable housing units, and commercial space, Borough of Brooklyn, Community District 16.

No. 3

CD 16 **C 250037 ZMK**

IN THE MATTER OF an application submitted by NYC Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 17c:

1. changing from an M1-1 District to an R7A District property bounded by Bergen Street, Mother Gaston Boulevard, East New York Avenue, St Marks Avenue, a line perpendicular to the northerly street line of St Marks Avenue distant 85 feet westerly (as measured along the street line) from the point of intersection of the northerly street line of St Marks Avenue and the northwesterly street line of East New York Avenue, a line midway between Bergen Street and St Marks Avenue, a line 100

feet northwesterly of East New York Avenue, and a line 100 feet westerly of Mother Gaston Boulevard; and

2. establishing within the proposed R7A District a C2-4 District bounded by Bergen Street, Mother Gaston Boulevard, East New York Avenue, St Marks Avenue, a line perpendicular to the northerly street line of St Marks Avenue distant 85 feet westerly (as measured along the street line) from the point of intersection of the northerly street line of St Marks Avenue and the northwesterly street line of East New York Avenue, a line midway between Bergen Street and St Marks Avenue, a line 100 feet northwesterly of East New York Avenue, and a line 100 feet westerly of Mother Gaston Boulevard;

as shown on a diagram (for illustrative purposes only) dated September 9, 2024, and subject to the conditions of CEQR Declaration E-736.

No. 4

CD 16

N 250038 ZRK

IN THE MATTER OF an application submitted by NYC Department of Housing Preservation and Development, 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.

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.

* * *

APPENDIX F

Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

BROOKLYN

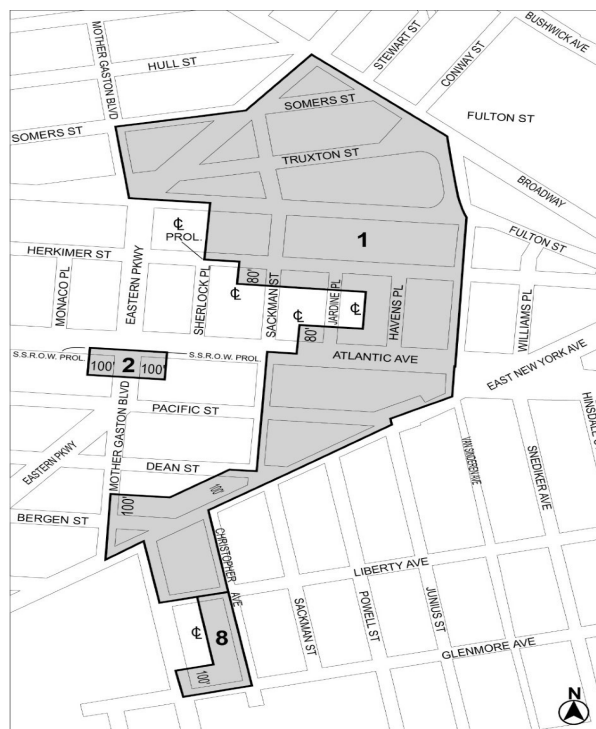
* * *

Brooklyn Community District 16

* * *

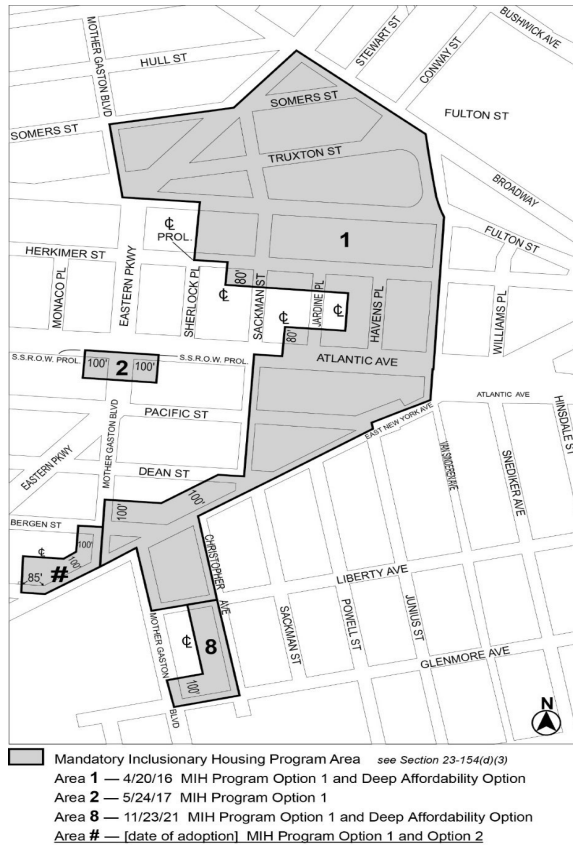
Map 1 – [date of adoption]

[EXISTING MAP]



Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3)
 Area 1 — 4/20/16 MIH Program Option 1 and Deep Affordability Option
 Area 2 — 5/24/17 MIH Program Option 1
 Area 8 — 11/23/21 MIH Program Option 1 and Deep Affordability Option

[PROPOSED MAP]



Portion of Community District 16, Brooklyn

* * *

No. 5

NEW YORK COMMUNITY HOSPITAL OF BROOKLYN
CD 14 C 180070 MMQ

IN THE MATTER OF an application submitted by the New York Community Hospital of Brooklyn, Inc. 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:

1. the elimination, discontinuance, and closing of a portion of Avenue O between Bedford Avenue and Kings Highway; and
2. the modification of the lines of Kings Highway between East 26th Street and East 27th Street; and
3. the adjustment of grades and block dimensions necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in Community District 14, Borough of Brooklyn, in accordance with Map No. X-2757 dated January 18, 2023, and signed by the Borough President.

BOROUGH OF MANHATTAN

No. 6

EAST HARLEM 125TH STREET BID**CD 11 N 250114 BDM**

IN THE MATTER OF an application submitted by New York City Department of Small Business Services pursuant to Section 25-405(a) of Chapter 4 of Title 25 of the Administrative Code of the City of New York, as amended, concerning formation of the East Harlem 125th Street Business Improvement District, Borough of Manhattan, Community District 11.

BOROUGH OF QUEENS

Nos. 7 & 8

QUEENS FUTURE MAP CHANGE AND AMENDMENT

No. 7

Joint Interest Area 81 C 250046 ZMQ
IN THE MATTER OF an application submitted by Queens Future,

LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 10b, by:

1. establishing a C8-4 district on property* bounded by the southerly street line of Northern Boulevard, a line 970 feet westerly of Seaver Way, Roosevelt Avenue, and the former northwestern boundary of Flushing Meadows-Corona Park; and
2. and changing from an R3-2 District to a C8-4 District, property bounded by the southerly streetline of Northern Boulevard, the former northwestern boundary of Flushing Meadows, Corona Park, and the centerline of Grand Central Parkway,

as shown on a diagram (for illustrative purposes only) dated September 23, 2024. * Parkland is proposed to be eliminated from the city map in a related application (C 250047 MMQ)

No. 8

Joint Interest Area 81 C 250047 MMQ

IN THE MATTER OF an application submitted by Queens Future, LLC 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:

1. the elimination of a portion of Flushing Meadows Corona Park in an area generally bounded by Northern Boulevard, Seaver Way, Roosevelt Avenue, and Grand Central Parkway; and
2. the elimination, discontinuance, and closing of a portion of Grand Central Parkway between Roosevelt Avenue and Northern Boulevard; and
3. the establishment of parkland in an area generally bounded by Northern Boulevard, Seaver Way, Roosevelt Avenue, and Grand Central Parkway; and
4. the establishment of a portion of a westbound ramp to the Grand Central Parkway; and
5. the adjustment of grades and block dimensions necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in Joint Interest Area 81, Borough of Queens, in accordance with Map No. 5043 dated September 27, 2024 and signed by the Borough President.

NOTICE

On Wednesday, January 8, 2025, a public hearing is being held by the City Planning Commission (CPC), accessible in-person and remotely, in conjunction with the above ULURP hearing to receive comments related to a Draft Environmental Impact Statement (DEIS) concerning an application by Queens Future, LLC. The Mayor's Office of Environmental Coordination (MOEC) is acting as the CEQR Lead Agency for the environmental review. The Applicant is seeking a series of land use actions including a zoning map amendment and City Map amendments (the "Proposed Actions") from the City Planning Commission. The Development Site is approximately 78 acres of land bounded by Seaver Way to the east, the Metropolitan Transportation Authority (MTA) Corona Yard to the south, Grand Central Parkway to the west, and Northern Boulevard to the north. The Project Area extends slightly beyond the Development Site. These additional areas include roadways and landscaped areas adjacent to the Grand Central Parkway and the Whitestone Expressway. The Project Area is subject to the Proposed Actions and is located in the Flushing Meadows Corona Park area of Queens Joint Interest Area 81. The Proposed Actions, along with other discretionary approvals, would facilitate the development of 3.7 million square feet of new construction, with destination entertainment that includes a gaming facility, music hall, a hotel with up to 2,300 rooms, convention and meeting space, restaurant and retail space, and office and community facility space (The Proposed Project). The Proposed Project would also include at least 20 acres of public park space, amenity space for the hotel, and structured parking facilities to accommodate up to 13,750 spaces. The proposed project would also require other discretionary approvals including other City agency approvals and agreements, authorization of potential financing by the NYC Industrial Development Agency or other agency, approval of State legislation authorizing the alienation of portions of parkland, NYSDOT approval for highway access improvements and other approvals in connection with other improvements, approval by the Metropolitan Transportation Authority (MTA) for improved connections to the Mets Willets Point No. 7 Train NYCT Subway Station, and approval by the Gaming Facility Location Board and a license from the New York State Gaming Commission which are not subject to ULURP. The Build Year is 2030. Written comments on the DEIS are requested and will be received and considered by the Lead Agency through 5:00 P.M. on Tuesday, January 21, 2025. For instructions on how to submit comments and participate, both in-person and remotely,

please refer to the instructions at the beginning of this agenda. This hearing is being held pursuant to the State Environmental Quality Review Act (SEQRA) and City Environmental Quality Review (CEQR), CEQR No. 23DME006Q.

Soki Ng, Calendar Officer
City Planning Commission
120 Broadway, 31st Floor, New York, NY 10271
Telephone (212) 720-3508

Accessibility questions: AccessibilityInfo@planning.nyc.gov, (212) 720-3508, by: Tuesday, December 31, 2024, 5:00 P.M.



d23-ja8

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. 11 Tuesday, January 7, 2025, 7:00 P.M.,
Health Essential Association – 2336 86th Street, Brooklyn, NY 11214.
Application # C230378ZMK
N230279ZRK

Applicant: 166 Kings Highway LLC
Abraham Betesh
6701 Bay Parkway

IN THE MATTER OF a zoning map amendment (R6B/C2-3 to R7X/C2-4) and a zoning text amendment (Appendix F) to facilitate a new, 10-story (plus cellar), 103,678 sf, mixed-use development, including 89,008 SF residential floor area (97 DU's, of which 30 would be income restricted) and 14,670 SF commercial floor area.

The proposed project area encompasses Block 6619, Lot 42 (the "Development Site") and occupies all of Block 6619 including Lots 49, 50, and 51 and Block 6620 Lot 46 between West 11th Street and West 13th Street (the "Rezoning Area")

Please refer to the Project Description section of the application for the full details of the project. To view the entire application please use the following link: <https://drive.google.com/drive/folders/1EnHs0war1NlsqYDXvEFmCLUzoQ8BsNuf?usp=sharing>

The meeting will be livestreamed to www.facebook.com/brooklynbc11. To submit a written comment please fill out a google form at this link: <https://forms.office.com/g/bS5GcEirKs>

d30-ja7

INDEPENDENT BUDGET OFFICE

■ MEETING

The Advisory Board of the New York City Independent Budget Office (IBO) will hold a hybrid meeting on Wednesday, January 8th at 8:30 A.M. at IBO's office at 110 William Street - 14th Floor. For the Zoom link to this meeting email iboenews@ibo.nyc.gov.

Accessibility questions: Indera Segobind, insegobind@ibo.nyc.gov, by: Monday, January 6, 2025, 3:00 P.M.



d23-ja8

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, January 7, 2025, 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/>

<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.

43 Sterling Place - Park Slope Historic District Extension II **LPC-25-00512** - Block 941 - Lot 60 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse with alterations-built c. 1880. Application is to legalize the replacement of bluestone sidewalk paving without Landmarks Preservation Commission permit(s).

39-45 48th Street - Sunnyside Gardens Historic District **LPC-25-02613** - Block 133 - Lot 50 - **Zoning:** R4

CERTIFICATE OF APPROPRIATENESS

A brick rowhouse with Colonial Revival style details designed by Clarence Stein, Henry Wright and Frederick Ackerman and built in 1927. Application is to reconstruct an enclosed porch and legalize the installation of through-wall vents without Landmarks Preservation Commission permit(s).

38 Bedford Street - Greenwich Village Historic District **LPC-24-11530** - Block 586 - Lot 2 - **Zoning:** R6

CERTIFICATE OF APPROPRIATENESS

An altered Federal style rowhouse built in 1835-1836, modified in 1923 and 1930 with vernacular Classical style details. Application is to replace windows.

271 West 11th Street - Greenwich Village Historic District **LPC-25-01736** - Block 623 - Lot 50 - **Zoning:** R6

CERTIFICATE OF APPROPRIATENESS

A Greek Revival style rowhouse built in 1836. Application is to install a stoop and entryway.

21 West 16th Street - Individual Landmark **LPC-25-02050** - Block 818 - Lot 23 - **Zoning:** C6-2M

CERTIFICATE OF APPROPRIATENESS

A Greek Revival style rowhouse built c. 1846. Application is to replace windows.

1312 Madison Avenue (aka 1306-1312 Madison Avenue, 26-28 East 93rd Street) - Carnegie Hill Historic District **LPC-25-03677** - Block 1504 - Lot 56 - **Zoning:** R-10, MP, C1-5

CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style apartment hotel designed by George W. Spitzer and built in 1897. Application is to install mechanical equipment and an awning.

d23-ja7

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, PURSUANT TO LAW, that the following proposed revocable consent 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 January 23rd, 2025, 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

1. BARRIO TAQUERIA ASTORIA LTD (Barrio Taqueria) 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 3302 34TH AVE in the borough of QUEENS
2. TERMINUS RESTAURANT ASSOCIATES LLC (Orsay) 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 1057 LEXINGTON AVE in the borough of MANHATTAN.
3. VEG ON LEX LLC (Tamam) 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 1108 LEXINGTON AVE in the borough of MANHATTAN.
4. ARTURO'S PARK, INC (Arturo's) 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 1617 YORK AVE in the borough of MANHATTAN.
5. FRENCH 37 LLC (Le Dive) 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 37 CANAL ST in the borough of MANHATTAN.
6. WHITE HORSE HOSPITALITY, LLC (White Horse Tavern) 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 567 HUDSON ST in the borough of MANHATTAN.
7. HOLE IN THE WALL WILLIAMSBURG LLC (Hole in the Wall) 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 292 BEDFORD AVE in the borough of BROOKLYN.
8. SECOND STREET RESTAURANT LLC (Rosie's) 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 29 E 2ND ST in the borough of MANHATTAN.
9. RISE BAR NYC LLC (Rise) 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 859 9TH AVE in the borough of MANHATTAN.
10. COFFEE AND BREAKFAST LLC (C&B) 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 178 E 7TH ST in the borough of MANHATTAN.
11. EPSILON 493 CORP (Blue Haven East) 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 493 3RD AVE in the borough of MANHATTAN.
12. FRANCAT INC (Locanda Vini E Olii) 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 129 GATES AVE in the borough of BROOKLYN.
13. 158 BEARD STREET BREWING INC (Keg & Lantern) 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 158 BEARD ST in the borough of BROOKLYN.
14. HART BAR INC (Hart Bar) 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 538 HART ST in the borough of BROOKLYN.
15. BOZU, INC. (Bozu) 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 296 GRAND ST in the borough of BROOKLYN.
16. VENADITO, LLC (Fonda) 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 434 7 AVENUE in the borough of BROOKLYN.

◀ d30

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

■ PUBLIC HEARINGS

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. Please enter promo code, "DCAS24" to waive the \$200 fee when registering.

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.

o29-f19

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>

AGING

PROGRAM OPERATIONS

■ AWARD

Human Services/Client Services

OLDER ADULT CENTER - Renewal - PIN# 12521P0019099R001 - AMT: \$1,168,878.00 - TO: Food Bank for New York City, 39 Broadway, 10th Floor, New York, NY 10006.

NYC Aging ID: D34

Older Adult Centers (OAC) provide an outlet aimed at socialization for community-dwelling older adults and prevent them from being isolated and disenfranchised. Older Adults engage in various programs and participate classes and activities including but not limited to art, music, dance, chronic disease self-management classes, nutrition workshops, benefits screenings, technology classes; recreational trips, transportation services; and congregate meals.

Food Bank for New York City
OAC 252 West 116th Street,
New York, NY 10026

← d30

OLDER ADULT CENTER - Renewal - PIN# 12521P0019012R001 - AMT: \$3,435,687.00 - TO: Encore Community Services, 630 9th Avenue, Suite 910, New York, NY 10036.

NYC Aging ID: K14

Older Adult Centers (OAC) provide an outlet aimed at socialization for community-dwelling older adults and prevent them from being isolated and disenfranchised. Older Adults engage in various programs and participate classes and activities including but not limited to art, music, dance, chronic disease self-management classes, nutrition workshops, benefits screenings, technology classes; recreational trips, transportation services; and congregate meals.

Individual Sites	Site Address
Encore at St Malachy's	239 West 49th Street, New York, NY 10019

← d30

DESIGN AND CONSTRUCTION

■ AWARD

Construction/Construction Services

SAND1048 RECONSTRUCTION OF SUNSET PARK NORTH SECTION - Competitive Sealed Bids - PIN# 85024B0046001 - AMT: \$20,044,001.00 - TO: Deboe Construction Corp., 12 Potter Avenue, New Rochelle, NY 10801.

SAND1048 Reconstruction of Sunset Park North Section Of the Brooklyn Waterfront Greenway Including roadway reconstruction, sewer and water main, street lighting and traffic signal, landscaping

work Together with all work incidental thereto Borough of Brooklyn City of New York Community board: 7.

Special Case Determination not applicable - As per PPB Rule 3-01 (b) using Preferred Method - Competitive Sealed Bidding awarded to lowest bid.

← d30

ECONOMIC DEVELOPMENT CORPORATION

CONTRACTS

■ SOLICITATION

Goods and Services

ECONOMIC MOBILITY NETWORK - Request for Proposals - PIN# 11077 - Due 3-10-25 at 11:59 P.M.

The New York City Economic Development Corporation ("NYCEDC") is launching a new initiative to create an Economic Mobility Network ("Network") in two pilot locations—Sunset Park and Hunts Point—and invites nonprofit organizations to submit proposals to be the Network Operator. The Network Operator will serve as a lead organizer for collective action on workforce development in the community and be NYCEDC's primary partner in implementing a co-created, future-focused, and neighborhood-specific workforce strategy that fosters long-term economic mobility.

NYCEDC is committed to fostering an inclusive and competitive economy for all New Yorkers, with a particular focus on equitable economic development. As part of this mission, NYCEDC is piloting an Economic Mobility Network in Sunset Park and Hunts Point. Each Network will aim to:

1. Expand Local Resident Employment at NYCEDC Assets
2. Expand Local Resident Training for NYCEDC Innovation Industries
3. Expand Local Work-Based Learning Opportunities at NYCEDC Assets
4. Expand Local Youth Awareness of NYCEDC Innovation Industries

For each of these neighborhoods, NYCEDC is seeking to procure an eligible nonprofit organization to be the Network Operator. This entity would organize the Network coalition, identify the Network priorities, implement the Network projects, and monitor Network accountability. The Network Operator be awarded up to \$300,000 per year for the initial 4-year pilot period, and they will work with NYCEDC to identify and implement a slate of priority workforce development projects for the community.

NYCEDC plans to select nonprofit organizations on the basis of factors stated in the RFP which include but are not limited to: experience and qualifications of the respondent, network vision, network feasibility, and network outcomes. Optional, virtual informational sessions will be held on Thursday, January 23, 2025, at 10:00 A.M. (for the Sunset Park Economic Mobility Network) and 11:00 A.M. (for the Hunts Point Economic Mobility Network).

Respondents may submit questions and/or request clarifications from NYCEDC no later than 5:00 P.M. on Friday, February 21, 2025. Questions regarding the subject matter of this RFP should be directed to economicmobilitynetworkRFP@edc.nyc. Answers to all questions will be posted by Friday, February 28, 2025, to <https://edc.nyc/rfps>.

Questions regarding the subject matter of this RFP will not be accepted after 5:00 P.M. on Friday, February 21, 2025, however, technical questions pertaining to downloading and submitting proposals to this RFP may be directed to RFPREQUEST@edc.nyc on or before Monday, March 10, 2025.

Detailed submission guidelines and requirements are outlined in the RFP, available as of Monday, December 30, 2024. To download a copy of the solicitation documents please visit <https://edc.nyc/rfps>. RESPONSES ARE DUE NO LATER THAN Monday, March 10, 2025 at 11:59 P.M. Please click the link in the "Deadlines" section of this project's web page (which can be found on <https://edc.nyc/rfps>) to electronically upload a proposal for this solicitation. Please upload your response as a .zip file with your company name and the title of this RFP.

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.
Economic Development Corporation, 1 Liberty Plaza, 12th Floor, New York, NY 10006. Hugo Job (212) 618-5462; hjob@edc.nyc

If you cannot attend the remote proposal meeting, please contact us by Wednesday, January 8, 2025, and subject to availability and by appointment only, we may set up a meeting at one of the proposed concession sites.

Parks must receive all proposals submitted in response to this RFP no later than Monday, February 3, 2025, at 2:00 P.M.

Hard copies of the RFP can be obtained, at no cost, commencing Wednesday, December 18, 2024 through Monday, February 3, 2025, by contacting Luigi Almanzar, by phone at (212) 360-3483 or via email at luigi.almanzar@parks.nyc.gov.

The RFP is also available for download commencing Wednesday, December 18, 2024 through Monday, February 3, 2025, on Parks' website. To download the RFP, visit www.nyc.gov/parks/businessopportunities, click on the link for "Concessions Opportunities at Parks" and, after logging in, click on the "download" link that appears adjacent to the RFP's description.

For more information or if you cannot attend the recommended proposer meeting, the prospective proposer may contact Luigi Almanzar, by phone at (212) 360-3483 or via email at luigi.almanzar@parks.nyc.gov.

Deaf, hard-of-hearing, deaf-blind, speech-disabled, or late-deafened people who use text telephones (TTYs) or voice carry-over (VCO) phones can dial 711 to reach a free relay service, where specially trained operators will relay a conversation between a TTY/VCO user and a standard telephone user. Alternatively, a message can be left on the Telecommunications Device for the Deaf (TDD). The TDD number is 212-New York (212-639-9675).

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.

Parks and Recreation, 830 Fifth Avenue, New York, NY 10065. Luigi Almanzar (212) 360-3483; luigi.almanzar@parks.nyc.gov

d18-ja2

SCHOOL CONSTRUCTION AUTHORITY

CONTRACT ADMINISTRATION

■ SOLICITATION

Services (other than human services)

25-00049R - ARCHITECTURE & ENGINEERING SERVICES IN CONNECTION WITH ARCHITECTURE AND ENGINEERING SERVICES IN CONNECTION WITH AUTOCAD TRAINING CONSULTING AND CUSTOMIZATION SERVICES - Request for Proposals - PIN# 25-00049R - Due 12-31-24 at 12:00 PM.

This solicitation is to obtain services in connection with Architecture & Engineering Services in Connection with Architecture and Engineering Services in Connection with AutoCAD Training Consulting and Customization Services. The SCA anticipates awarding up to one (1) contract to firms that are prequalified by the SCA at the time of contract award. To assist you with your request, the following is a brief summary of services that will be required:

General Information/Brief Summary:

The firms selected under this RFP will provide the SCA with services in connection with AutoCAD and BIM consulting services, technical customization of Autodesk products/product upgrades, and training in Autodesk and BIM applications. The consultant shall provide on-site training (SCA), using certified trainers as needed for all Autodesk and BIM applications and upgrades.

To request information regarding the RFP:

Please E-MAIL to rpf@nycsca.org for any inquiry regarding this RFP. Upon receipt of the requested information, your request will be forwarded to the User Department for review and consideration. Participation in the RFP process will be pending User Department approval. Please put the Solicitation Pin Number as the subject of your email.

In your e-mail you **MUST INCLUDE** the following information:

1. A description of your firm's experience including:
 - a. Firm's legal name;
 - b. EIN Number;
 - c. the length of time your firm has been in existence and performing the services required under this RFP;
 - d. prior projects;

- e. firms you've partnered with; and
- f. the value of the portion your firm worked on.

2. Whether your firm is pre-qualified with the SCA.
3. The full contact information of the person to whom the RFP should be sent, including:
 - a. Title;
 - b. phone number;
 - c. fax number; and
 - d. Street address. Please ensure that an actual street address must be provided as RFPs are not sent to PO Boxes.

Once the requested information is received, and upon approval from User Department, you may be invited to participate in this RFP.

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.

School Construction Authority. Ewa Krasowski (718) 752-5838; rpf@nycsca.org

d30

TRANSPORTATION

FERRIES

■ AWARD

Goods

GALVANIZED PANELS - M/WBE Noncompetitive Small Purchase - PIN# 84125W0034001 - AMT: \$100,000.00 - TO: Finesse Creations Inc, 3004 Avenue J, Brooklyn, NY 11210.

d30

IT AND TELECOM

■ AWARD

Services (other than human services)

AVEPOINT CLOUD GOVERNANCE M365 - M/WBE Noncompetitive Small Purchase - PIN# 84125W0036001 - AMT: \$98,901.00 - TO: Compulink Technologies Inc, 260 West 39th Street, Room 302, New York, NY 10018-4434.

d30

YOUTH AND COMMUNITY DEVELOPMENT

YOUTH SERVICES

■ AWARD

Human Services/Client Services

NEIGHBORHOOD YOUTH TEAM SPORTS - Negotiated Acquisition/Pre-Qualified List - Other - PIN# 26024N0500013 - AMT: \$50,000.00 - TO: Giant Thinking, 625 Lenox Avenue, Suite 2A, New York, NY 10037.

The New York State Office of Children and Family Services (OCFS) created the new fund in the state's fiscal year 2023-2024 budget to provide awards to support youth team sports programs for underserved youth under age 18. The funding supports youth development through team sports programs and would be awarded to local community-based organizations and nonprofits. Grant requires the City to have funds awarded and expensed prior to the grant end date of September 30, 2024. Therefore, DYCD is allocating \$1,500,000 of this grant for an opportunity to recruit new providers. Its anticipated the new providers will operate programs between March 1, 2024 to June 30, 2024 to ensure DYCD is within the grant's award terms.

In accordance with Section 3-04 (b)(2)(i)(B) of the Procurement Policy Board Rules, the Department of Youth and Community Development (DYCD) is requesting approval to procure Youth Team Sports (YTS) services through the Negotiated Acquisition (NAQ) method. DYCD would release a competitive NAQ which could potentially lead to DYCD negotiating with those who respond and would be found viable to operate Youth Team Sports program and who do not currently hold a DYCD contract to expand the provider pool and capacity. DYCD makes this request pursuant to Section 3-04(b)(2)(i)(B) as funds available from the New York State Office of Children and Family Services

(OCFS) will be lost to the City if DYCD is unable to start the competitive NAQ. The New York State Office of Children and Family Services (OCFS) created the new fund in the state's fiscal year 2023-2024 budget to provide awards to support youth team sports programs for underserved youth under age 18. The funding supports youth development through team sports programs and would be awarded to local community-based organizations and nonprofits. Grant requires the City to have funds awarded and expensed prior to the grant end date of September 30, 2024. Therefore, DYCD is allocating \$1,500,000 of this grant for an opportunity to recruit new providers. Its anticipated the new providers will operate programs between April 1, 2024 to June 30, 2024 to ensure DYCD is within the grant's award terms.

← d30

AGENCY RULES

BUILDINGS

■ NOTICE

NOTICE OF ADOPTION OF RULE

NOTICE IS HEREBY GIVEN, pursuant to the authority vested in the Commissioner of Buildings by Section 643 of the New York City Charter and in accordance with Section 1043 of the Charter, that the Department of Buildings hereby adopts the amendments to Section 105-01 of Chapter 100 of Title 1 of the Official Compilation of the Rules of the City of New York, regarding amending the tax abatement application requirements for the installation of a green roof. This rule was first published on October 29, 2024, and a public hearing thereon was held on December 2, 2024.

Dated: 12/19/2024 /s/
New York, New York James S. Oddo
 Commissioner

Statement of Basis and Purpose

Title 4-B of Article 4 of the New York State Real Property Tax Law allows a property owner in a city of 1,000,000 or more people to receive a property tax abatement for the installation of a green roof on a Real Property Class 1, 2 or 4 building or site.

DOB amends Section 105-01 of its rules to clarify the process for the installation of a green roof, delete obsolete provisions, update the names of certain documents to match current practice, and make minor plain language edits.

DOB's authority for this rule is found in sections 643 and 1043(a) of the New York City Charter and Title 4-B of Article 4 of the Real Property Tax Law of New York State.

New material is underlined.
[Deleted material is in brackets.]

Asterisks (***) indicate unamended text.

"Shall" and "must" denote mandatory requirements and may be used interchangeably in the rules of this department, unless otherwise specified or unless the context clearly indicates otherwise.

Section 1. Section 105-01 of subchapter E of chapter 100 of Title 1 of the Rules of the City of New York is amended to read as follows:

§ 105-01 Requirements for the approval of a property tax abatement application for the installation of a green roof.

(a) **Purpose and applicability.** This section establishes the procedure for a property tax abatement application for a green roof as defined in Title 4-B of Article 4 of the New York State Real Property Tax Law ("Title 4-B"). A green roof shall not be eligible for a tax abatement pursuant to Title 4-B if the construction of any of the required elements of the green roof set forth in Title 4-B § 499-aaa(10), except § 499-aaa(10)(a) [and § 499-aaa(10)(c)], was commenced prior to August 5, 2008.

(b) **Designated agency.** For purposes of Title 4-B, the designated agency [shall be] is the Department of Buildings ("Department").

(c) **Definitions.** The terms used in this section [shall] have the same

meanings as the terms defined in Title 4-B § 499-aaa. In addition, for purposes of this section, the following terms [shall] have the following meanings:

[(1) Alteration application. An application for the alteration of a building that is filed with the Department in accordance with Chapter 1 of Title 28 of the Administrative Code.]

[(2) (1) Applicant for property tax abatement. The applicant as defined in Title 4-B § 499-aaa, including such applicant's successors-in-interest.

[(3) (2) Applicant of record. The [architect or engineer] registered design professional who files the [alteration] application for installation with the Department.

(3) Application for installation. Construction documents filed with the Department for the installation of green roof space.

(d) **Codes.** All work relating to the installation of a green roof [shall] must comply with the requirements of the New York City Construction Codes ("Construction Codes") contained in Title 28 of the Administrative Code ("Title 28") [or the 1968 Building Code, as provided in Administrative Code § 101.4.3]. All such work [shall] must also comply with the requirements of the New York City Electrical Code, the New York City Fire Code, the New York City Energy Conservation [Construction] Code [of New York State], the New York City Zoning Resolution and other applicable laws and rules.

(e) [Procedure: Alteration application] Application for installation of a green roof.

(1) Filing. [The Department shall not accept a] All property tax abatement [application unless the applicant of record shall have first filed] applications must be filed with an [alteration] application [that is professionally certified and agreed to have] for installation that includes an acknowledgement by the applicant of record that the final inspection must be performed by [an architect or engineer the final inspection on behalf of the Department] an approved agency in accordance with Administrative Code § 28-116.2.4.2. [This filing is required regardless of whether the building is new or existing and regardless of whether a prior new building or alteration application for work beyond but including installation of the green roof was filed prior to the effective date of this rule.]

(i) At the time of submission of the [alteration] application for installation, the applicant of record [shall] must indicate on forms furnished by the Department that [the alteration] such application will be the subject of a property tax abatement application; the Department shall then record such indication as a required item for that alteration application].

(ii) [No work unrelated to the property tax abatement shall be included in the alteration application. Such] The application [shall] for installation must include, but not be limited to, the following construction documents and information:

(A) Roof plan showing eligible rooftop space and green roof space[,] and providing the net square footage of each. The plan [shall] must demonstrate that the green roof does not obstruct [firefighting] access for both firefighting, in accordance with Section 504 of the New York City Fire Code, and maintenance of all roof equipment [maintenance access].

(B) [Details] Proof, including but not limited to drawings, details and documentation, demonstrating that the green roof meets [all requirements] the definition set forth in Title 4-B § 499-aaa(10), as well as the requirements in applicable provisions of the codes listed in subdivision (d) of this section. [Details shall] Proof must indicate the depth of the growth medium.

(C) Design and construction drawings reflecting construction work necessary to enable the building, its structure, the roof structure with the green roof, together with any other existing or added rooftop structures and/or equipment, the roof covering and roof drainage systems to comply with the codes enumerated in subdivision (d) of this section and other requirements set forth in this section and/or Title 4-B. The weight of the green roof shall be considered a superimposed dead load. The design shall consider the green roof in saturated condition.

(D) The construction documents required by clauses (A), (B) and (C) of this subparagraph shall not be necessary for an application for a green roof

installation of a depth of four inches or less where a structural analysis of the existing building has been performed establishing that such building can, without modification, sustain the load of the green roof in a fully saturated condition in a manner that complies with the codes enumerated in subdivision (d) of this section, provided the applicant of record certifies that the construction work reflected in the [alteration application] application for installation complies with such codes and other requirements set forth in this section and Title 4-B and that the analyses reflected in the requirements of clauses (A), (B) and (C) of this subparagraph have been performed. In making such certifications, the weight of the green roof shall be considered a superimposed dead load. The design shall consider the green roof in saturated condition. Where, in accordance with the provisions of this subdivision, construction documents required by clauses (A), (B) and (C) of this subparagraph are not submitted to the Department, the applicant of record shall perform the inspections for the installation required by [subdivisions] paragraph (4) of subdivision (e)(4)] and paragraph (1) of subdivision (f)(1)] of this section.

[(E) Technical Report(s) identifying those responsible for any special, progress and final inspections required by the New York City Construction Codes contained in Title 28.]

(2) Document retention. Construction documents required by clauses (A), (B) and (C) of subparagraph (ii) of paragraph (1) of this [section] subdivision, including structural analyses and calculations, regardless of whether submitted to the Department [shall], must be retained for six years by the applicant of record [in accordance with the provisions of the New York State Education Law and Rules of the Board of Regents] and [shall] must be made available upon request of the Department.

(3) [Permit] Permits and technical reports. All required permits [shall] must be obtained, including any required electrical permits. [Application for required electrical permits shall be made by a New York City licensed electrician. Electrical permit applications that do not indicate that the application is an "S Sustainable Energy Install" application and/or omit the application number for the alteration application will be cause for rejecting the property tax abatement application.] Technical Report(s) identifying those responsible for any special, progress and final inspections required by the Construction Codes must be filed with the Department.

(4) Inspections. Inspections shall be performed in accordance with Article 116 of Title 28 and Title 4-B after the completion and sign-off of any required electrical work. Final inspection shall be performed in accordance with Administrative Code § 28-116.2.4.2.

(5) [Construction] Job sign-off. Upon completion of work, the applicant of record [shall] must submit to the Department completed Technical Reports, including final inspection, and a request for job sign-off pursuant to Administrative Code § 28-116.4. The request [shall] must be accompanied by a completed property tax abatement application. If the property tax abatement application is not submitted together with and at the same time as the request for [construction] job sign-off, the property tax abatement application shall be denied, and the Department shall not further review or process the property tax abatement application.

[(6) The Department shall register receipt of the property tax abatement application as a required item in its records.

(7) The date of filing of the property tax abatement application shall be the date of submission of construction sign-off documents and the application for property tax abatement as described in subdivision (e)(5) of this section and as recorded by the Department.]

(f) [Procedure:] Property tax abatement application.

(1) [Professional] Title 4-B certification. [An architect or engineer shall] A registered design professional must inspect the completed green roof and [shall] must certify (1) its compliance with the definitions and requirements of Title 4-B, including but not limited to Sections 499-aaa(10) and 499-ccc of Title 4-B and the designation of eligible rooftop space on the drawings, and (2) the square footage of green roof space eligible for tax abatement pursuant to Title 4-B. In making such certification, the [architect or engineer] registered design professional may rely on the report(s) of a New York State licensed and registered landscape architect or a horticulturist with a degree or certificate from an accredited training institute with respect to whether the green roof's vegetation layer complies with Title 4-B § 499-aaa(10).

(2) Maintenance plan. [An architect, engineer] A registered design professional, New York State licensed and registered landscape architect or a horticulturist with a degree or certificate from an accredited training institute [shall] must prepare a maintenance plan for the green roof. Such maintenance plan shall be sufficient to enable the applicant for property tax abatement to maintain the green roof during the compliance period and for a minimum of three (3) years thereafter in such a way that it continuously constitutes a green roof in accordance with Title 4-B and this section.

(i) The maintenance plan [shall] must require at least semi-annual maintenance inspections of the condition of the roof and plants, contingency plans for irrigation during dry or drought conditions when necessary to ensure the survival of plants, contingency plans for replanting areas where plants have died, and any other corrective measures necessary to ensure that the green roof is maintained in accordance with Title 4-B and this section.

(ii) The maintenance plan [shall] must include monthly maintenance inspections to ensure that roof drains remain free of debris and in working condition.

(iii) The maintenance plan [shall] must identify any problems that may be encountered, describe corrective measures for each such problem and identify when and how often such corrective measures are required in order to maintain the green roof in continuous compliance.

(iv) The individual who prepared the maintenance plan [shall] must certify, either on the property tax abatement application, if such individual is [an architect or engineer] a registered design professional, or in a report provided to the [architect or engineer] registered design professional filing the property tax abatement application, if such individual is a New York State licensed and registered landscape architect or a horticulturist with a degree or certificate from an accredited training institute, that the maintenance plan complies with this section and that he or she has provided the maintenance plan to the applicant for property tax abatement. Such maintenance plan [shall] must be provided[, upon request,] to the Department upon request.

(3) [Property tax abatement application form and signatures] Application process. [An architect or engineer shall] A registered design professional must complete the property tax abatement application [form, sign and seal the form, and obtain the signature of the applicant for property tax abatement or such applicant's representative]. Such property tax abatement [form shall] application must be accompanied by a Title 4-B certification by the property tax abatement applicant or such applicant's representative that no construction of any required element of the green roof set forth in Title 4-B § 499-aaa(10), except § 499-aaa(10)(a) [or § 499-aaa(10)(c)], was commenced prior to August 5, 2008.

(4) [Delivery of property tax abatement application form to applicant of record. The architect or engineer who files the application for property tax abatement shall provide the completed property tax abatement application form, which shall include all certifications required by Title 4-B and this section, and any required electrical sign-off, to the applicant of record for submission to the Department at construction sign-off.] The completed property tax abatement application, together with the Technical Reports and request for [construction] job sign-off, must be filed with the Department by March 15 in order for the property tax abatement to take effect on July 1 of the same calendar year. If a property tax abatement application is filed after March 15, the property tax abatement to which such application relates shall not take effect until July 1 of the following calendar year.

(5) Upon receipt and acceptance of the completed property tax abatement application [form] and all applicable fees, the Department shall [record its acceptance and shall notify] forward any required documents to the Department of Finance for review and the issuance of the tax abatement.

(6) Filing date. The date of filing of the property tax abatement application shall be the date of submission of job sign-off documents and the application for property tax abatement.

(g) Compliance period.

(1) The applicant for property tax abatement [shall] must allow all [architects, engineers] registered design professionals, landscape architects and horticulturists involved in the installation and maintenance of the green roof and the Department to have access to the green roof and any related structures and equipment for inspection thereof at any time during the compliance period upon reasonable notice.

(2) Pursuant to Title 4-B § 499-ddd(1), within the fifteen (15) calendar days prior to the last day of the compliance period, the applicant of record, landscape architect or other [architect or engineer shall] registered design professional must inspect the green roof, including without limitation its vegetation layer, to certify its continuing compliance with Title 4-B, this section and applicable provisions of law and rules, including but not limited to the codes enumerated in subdivision (d) of this section. Such inspecting professional [shall] must prepare an inspection report and [maintain it on file in accordance with the provisions of the New York State Education Law and Rules of the Board of Regents for review by the] retain such report for six years. Such report must be made available to the Department upon request. If the inspecting professional finds that the green roof is not in compliance with Title 4-B, such inspecting professional [shall] must notify the Department [on such forms and in such manner as] in a form and manner prescribed by the Department.

(h) Revocation.

(1) Should the Department have reason to believe at any time during the compliance period that a condition described in Title 4-B § 499-eee(1) exists, the Department shall inspect or otherwise investigate the condition. If the findings of such inspection or investigation indicate that a condition described in Title 4-B § 499-eee(1) exists, the applicant for property tax abatement [shall] must pay the inspection and investigation expenses of the Department. The Department shall notify the applicant for property tax abatement of any findings that indicate that a condition described in Title 4-B § 499-eee(1) exists and provide such applicant with an opportunity to dispute the findings.

(2) No later than the ninetieth day after the last day of the compliance period, the Department shall notify the Department of Finance of any findings of noncompliance[,] and shall identify the period of noncompliance.

(3) The Department may declare an applicant for property tax abatement ineligible for future tax abatements in accordance with Title 4-B § 499-eee(4).

(i) Notification of the New York State Department of Education.

In accordance with Title 4-B § 499-fff(3), should the Department determine that any [architect, engineer] registered design professional or landscape architect involved in the installation and maintenance of the green roof engaged in professional misconduct in making certifications required by Title 4-B or this rule, the Department shall so notify the New York State Department of Education. [Any misconduct in making such certifications may, following hearing by the Board of Regents, provide a basis for revocation of the professional's license or imposition of other penalty or sanction.]

(j) Variation of requirements. For applications for property tax abatement filed for the tax year beginning July 1, 2009, the Department may vary any requirement relating to an administrative filing provision of this section with which the applicant was not otherwise required to comply pursuant to the New York City Construction Codes contained in Title 28 or Title 4-B at the time the work was performed.]

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ENVIRONMENTAL PROTECTION

■ PUBLIC HEARINGS

Notice of Public Hearing and Opportunity to Comment on Proposed Rule

What are we proposing? The Department of Environmental Protection ("Department" or "DEP") is proposing rules to establish requirements for control devices to reduce emissions from under-fired char broilers that were in place on or before May 6, 2016.

When and where is the hearing? DEP will hold a public hearing on the proposed rule. The public hearing will take place on January 29, 2025 at 11 am. The hearing will be conducted by video conference and is accessible by:

Microsoft Teams**Join the meeting now**

Meeting ID: 248 174 590 519

Passcode: Tw6JK6AB

Dial in by phone

+1 347-921-5612,,62486071#

Find a local number

Phone conference ID: 624 860 71#

How do I comment on the proposed rules? Anyone can comment on the proposed rules by:

- **Website.** You can submit comments to the Department through the NYC rules web site at <http://rules.cityofnewyork.us>.
- **Email.** You can email written comments to nycrules@dep.nyc.gov.
- **Mail.** You can mail written comments to the Department, Bureau of Legal Affairs, 59-17 Junction Boulevard, 19th Floor, Flushing, NY 11373.
- **Fax.** You can fax written comments to the Department, Bureau of Legal Affairs, at 718-595-6543.
- **By speaking at the hearing.** Anyone who wants to comment on the proposed rule at the public hearing must sign up to speak. You can sign up before the hearing by emailing nycrules@dep.nyc.gov. You can speak for up to three minutes. Please note that the hearing is for accepting oral testimony only and is not held in a "Question and Answer" format.

Is there a deadline to submit written comments? Yes, you must submit written comments by January 29, 2025.

What if I need assistance to participate in the hearing? You must tell the Department's Bureau of Legal Affairs if you need a reasonable accommodation of a disability at the hearing. You must tell us if you need a sign language interpreter. You can tell us by postal mail or email to the addresses given above. You may also tell us by telephone at 718-595-6531. You must tell us by January 22, 2025.

Can I review the comments made on the proposed rules? You can review the comments made online on the proposed rules by going to the website at <http://rules.cityofnewyork.us/>. A few days after the hearing, a transcript of the hearing and copies of the written comments will be available to the public at the Bureau of Legal Affairs.

What authorizes the Department to make these rules? Section 1043(a) of the New York City Charter ("City Charter") and sections 24-105 and 24-149.4 of the Administrative Code authorize the Department to make these proposed rules which were included in the Department's regulatory agenda for fiscal year 2024.

Where can I find the Department's rules? The Department's rules are in Title 15 of the Rules of the City of New York.

What laws govern the rulemaking process? The Department must meet the requirements of section 1043 of the City Charter when creating or changing rules. This notice is made according to the requirements of section 1043(b) of the City Charter.

Statement of Basis and Purpose

Commercial char broilers throughout the five boroughs emit an estimated 1,400 tons of particulate matter ("PM") per year based on the 2008 National Emissions Inventory ("NEI") data. More recently, NEI data from 2017 shows an estimated 4,000 tons of PM emissions. The Department of Health and Mental Hygiene estimates that such emissions contributed to more than 12% of PM attributable premature deaths annually in 2005 to 2007 or 400 deaths per year in that period. If all commercial char broilers had control technology installed, the reduction in ambient PM concentrations could have prevented nearly 350 of these premature deaths each year.

To reduce the amount of the emissions released by commercial char broilers, in 2015 the City Council amended Title 24 of the Administrative Code of the City of New York by adding a new Section 24-149.4, which prohibits the operation of any existing commercial char broiler cooking more than 875 pounds of meat per week unless it has an emissions control device that meets the requirements established by the Commissioner of the Department of Environmental Protection (DEP) (Local Law Number 38 for the year 2015, effective May 6, 2016). An existing char broiler is one that was in place on or before May 6, 2016. DEP proposes these rules, as required by Section 24-149.4, to establish requirements for the control of emissions from existing under-fired char broilers.

The proposed rule would apply the same standard found in current rules regulating other commercial char broilers (under-fired installed after May 6, 2016, or chain-driven). That standard is that total particulate matter be reduced by 75%. In addition to the 75% standard, the proposed rule introduces an alternative standard for compliance, under which owners may demonstrate PM emissions that are below an upper limit of 10mg/m³. The owner would decide which standard to use to demonstrate compliance.

Demonstrating the 75% PM reduction presented a challenge for many restaurant owners who do not have an Environmental Protection Agency Method 5 certified emissions control device or a device certified using the South Coast Air Quality Management District Method 5.1 test method. If owners do not have such a device, the owners are required to conduct site-specific field testing to demonstrate an emissions reduction rate of 75% or greater. Achieving or documenting a reduction of 75% or greater has proven difficult, depending on conditions at the restaurant. In some cases, the ports that the emissions control system uses do not allow the difference between the uncontrolled PM and the post-control PM to be measured, so it is impossible to measure the percentage of PM emissions reduced. In other cases, the uncontrolled PM emissions are already so low that achieving a 75% reduction would be impossible. Therefore, as part of this proposed rule, DEP is introducing an additional compliance pathway to demonstrate that emissions from commercial char broilers meet the intent of the Air Code. The upper limit of 10mg/m³ was established by reviewing the California Division of Occupational Safety and Health exposure limits for total dust, the New York State Department of Environmental Conservation regulation for PM standards for process emission sources, and the non-detect limit of laboratories with an Environmental Laboratory Approval Program ("ELAP") Certification from the New York State Department of Health. If a restaurant demonstrates that the commercial under-fired char broiler's PM emissions are at or below the upper limit, it will satisfy the requirements of the Code. The upper limit in this rule is even more protective than the OSHA standard of 15 mg/m³ and the DEC regulation for process emission sources of 114 mg/m³. Furthermore, all the ELAP-certified labs located in New York City can continue to perform testing, because the upper limit is the same as the highest non-detect level of these labs.

In accordance with Section 24-105 of the Administrative Code, an advisory committee, which includes representatives of the restaurant industry and related industries, representatives of the environmental protection and environmental justice communities, and persons with expertise regarding the health effects of pollutants associated with cooking devices, has been consulted in the development of these rules.

Specifically, the proposed rule:

- Creates a new chapter of DEP's rules for existing under-fired commercial char broiler emissions requirements (Title 15, Chapter 63),
- Sets forth requirements for emissions control devices, and
- Establishes certification, field testing, maintenance, and recordkeeping requirements.

The proposed rule is authorized by Section 1043 of the New York City Charter and Sections 24-105 and 24-149.4 of the Administrative Code.

The text of the Rule follows.

"Shall" and "must" denote mandatory requirements and may be used interchangeably in the rules of this agency, unless otherwise specified or unless the context clearly indicates otherwise.

Section 1. Title 15 of the Rules of the City of New York is amended by adding a new Chapter 63, to read as follows:

Chapter 63

Emissions Reduction Technologies for Existing Under-Fired Commercial Char Broilers

§ 63-01 Definitions

Access Point means that which enables a device, appliance or equipment to be reached through ready access or by a means that first requires the removal or movement of a panel, door or similar obstruction.

Air Filtration Device means a device composed of fibrous materials which removes solid particulates.

CFM means cubic feet per minute.

Commercial char broiler means a device that consists primarily of a grated grill and a heat source and that is used to cook meat, including beef, lamb, pork, poultry, fish, and seafood, for human consumption at a food service establishment, as such term is defined in 24 RCNY Health Code § 81.03.

Discharge Point means the point at which particulate matter is released from a stack into the open air.

Electrostatic Precipitator (ESP) means a filtration device that removes fine particles, such as dust and smoke, from a flowing gas using the force of an induced electrostatic charge minimally impeding the flow of gases through the unit. An ESP is a type of Emissions Control Device.

Emissions Control Device means any equipment used for collecting or confining particulate matter for the purpose of preventing or reducing the emission of such particulate matter into the open air.

Existing means that the commercial char broiler was installed before May 6, 2016.

Meat means tissue of an animal body that is used for food and includes, but is not limited to, beef, lamb, pork, poultry, fish, or seafood.

Optical Particle Counter (OPC) means an instrument based on the principle of light scattering from particles. It is a real-time instrument that is used to measure particles above 0.05 micrometers in diameter.

Particulate Matter (PM) means any air- or gas-borne material, except water, that exists as a liquid or solid. "PM 10" means PM with an aerodynamic diameter equal to or less than 10 micrometers.

RH Correction Function refers to relative humidity correction. When this function is enabled, the particle growth effect due to high humidity is corrected by computing the mass concentration based on the original dry environment particle population.

Smoke means small gas-borne and airborne particulate matter arising from a process of combustion in sufficient quantity to be visible.

Stack means any duct, control equipment exhaust, or similar apparatus, which vents gases or particulate matter into the open air.

Test Port Plate means a template cover that is designed to prevent any of the air stream from escaping when the existing access plate is removed and which has an opening for the test probe to fit securely through the material (e.g. cardboard or Plexiglas).

Total Suspended Particulates means small airborne particles such as dust, fume and smoke with diameters less than 100 micrometers.

Under-fired commercial char broiler means a commercial char broiler that has a grill, a high temperature radiant surface, and a heat source that is located below the food.

Underwriters Laboratories (UL) means an American worldwide safety consulting and certification company.

Week means a period of 7 consecutive days starting on Sunday, unless a different start day is specified in the registration filed pursuant to § 24-109 of the Administrative Code.

Wet Scrubber System means any Emissions Control Device that mixes an aqueous stream or slurry with the exhaust gases from an indirect heat exchanger to control emissions of particulate matter.

§ 63-02 Emissions Control Technologies Required for Existing Under-Fired Commercial Char Broilers and Assessment

(a) No person shall operate an existing under-fired commercial char broiler that was installed prior to May 6, 2016, to cook more than 875 pounds of meat per week unless an Emissions Control Device that meets the requirements of this chapter has been installed. The Emissions Control Device to be used must have either been tested and certified in accordance with section 63-05 and be on the Fire Department's and the Department's approved list of Emissions Control Devices found at: <https://www.nyc.gov/assets/dep/downloads/pdf/air/approved-under-fired-technology.pdf> ("certified") or have passed a site-specific field test that complies with the requirements of section 63-06. The field test must demonstrate that a 75 percent PM emissions reduction is achievable or that the measured PM concentration after the Emissions Control Device is installed is no higher than 10 mg/m³.

Except as otherwise provided in this section, the Emissions Control Device must be installed within 180 days of the effective date of this rule.

(b) If an owner cannot install an Emissions Control Device on the certified list or a non-certified Emissions Control Device that meets the requirements of this chapter, the owner must retain a professional engineer or registered architect licensed under sections 7202 or 7302 of the Education Law who shall conduct and submit an assessment. The assessment must detail the technical limitations of installing an Emissions Control Device, the financial limitations of the owner, and why they preclude the installation of an Emissions Control Device that meet the requirements of this chapter. The assessment must be submitted to the Department within one year of the effective date of this rule.

(c) If the assessment submitted pursuant to subdivision (b) of this section concludes that an Emissions Control Device can be installed

to reduce an existing under-fired commercial char broiler's total PM emissions by at least 25 percent but less than 75 percent with the controlled emission being above 10 mg/m³ for total PM, such assessment must describe the Emissions Control Device that can be installed to achieve such reduction. After installation of such Emissions Control Device, the owner must conduct another assessment in accordance with subdivision (b) of this section within two years of the date on which the Emissions Control Device was installed to determine if additional or different Emissions Control Devices can be installed to reduce total PM emissions by at least 75 percent or to reduce total PM emissions to less than or equal to 10 mg/m³.

(d) If the assessment concludes that no Emissions Control Device can be installed on an existing under-fired commercial char broiler or that any Emissions Control Device that could be installed cannot achieve a reduction of the existing under-fired commercial char broiler's total PM emissions by at least 25 percent or achieve a controlled emission level of less than or equal to 10 mg/m³, the assessment must include a technical and economic evaluation as described in subdivision (b), and the applicant must submit a variance petition in accordance with the procedures set forth in section 24-110 of the Administrative Code of the City of New York.

§ 63-03 Types of Control Devices

Only the following technologies may be used to achieve the reduction in PM 10:

(a) Wet Scrubbers Systems and Air Filtration Devices must comply with UL 1978 (2010) and be correctly sized for the cooking appliance as specified by the manufacturer of the under-fired commercial char broiler.

(b) Electrostatic Precipitators must comply with UL 867 (2011) or UL 710 (2012), must have a certificate of approval from the Fire Department, and must be correctly sized for the cooking appliance as specified by the manufacturer.

(c) Air Filtration Devices such as a carbon cartridge.

(d) Other technology approved by the Department as posted on the Department's website.

§ 63-04 Emissions Control Device Certification

(a) The manufacturer of an Emissions Control Device may seek Department certification by submitting documentation that field testing has been conducted in accordance with the procedures in subdivisions (a) and (b) of section 63-05 of this chapter. Such documentation must be submitted in accordance with the requirements of subdivision (c) of section 63-05 of this chapter.

(b) The Department will maintain a list of certified Emissions Control Devices for use with particular models of under-fired commercial char broilers on the Department's website and will update the list when there are changes.

§ 63-05 Testing Requirements for Certification

(a) Test Methods. Testing for filterable and condensable particulate matter must be performed following Environmental Protection Agency Method 5, Appendix A-3 to 40 C.F.R. Part 60, or South Coast Air Quality Management District Method 5.1.

(b) Test Conditions. Tests pursuant to this section must be administered under the following test conditions derived from ASTM International Standard Test Method F 1695-20. Other provisions contained within ASTM F 1695-20, but not listed here, may be used for guidance. It is recommended that the full provisions of ASTM F 1695-20 be consulted prior to testing.

- (i) The Emissions Control Device must have been installed per manufacturer specifications.
- (ii) The Emissions Control Device must be tested using the heavy load cooking test specifications from ASTM F 1695-20.
 - a. The exhaust hood must have the capacity to operate at a nominal net exhaust ventilation rate of 400 CFM for each linear foot of active hood length. The hood must extend over the surface of the under-fired commercial char broiler by at least 6 inches in the front and sides.
 - b. The under-fired commercial char broiler must be warmed up for a minimum of 30 minutes before testing and the char broiler controls must be set such that the broiling area does not exceed 600 degrees Fahrenheit.
 - c. Pure beef finished grind hamburgers of 0.33 lbs each must be cooked on the under-fired commercial char broiler during testing. The patties must be shaped into 0.625-inch thick round patties of 5-inch diameter.

- d. The patties must consist of 18 - 22% fat by weight and 58 - 62% moisture.
- e. Hamburger patties must be loaded, cooked, and removed in accordance with Section 10 of ASTM International Test Method F 1695-20 using heavy load conditions.

(c) Reporting. The results of the testing required by this section must be submitted on forms prescribed by the Department available on the Department's website and must include the following information:

- (i) Name and address of the manufacturer of the under-fired commercial char broiler, brand name, trade name, model number of the under-fired commercial char broiler, any accoutrements installed to enhance or support the operation of the Emissions Control Device, the maximum air flow rate, and other relevant operating conditions during the test, as specified by the Department.
- (ii) A description of the certified Emissions Control Device used on the under-fired commercial char broiler model.
- (iii) A statement that testing has been conducted in accordance with the requirements of this section.

§ 63-06 Field Testing Requirements for Emission Control Devices That Are Not Certified

Field testing must be performed on any Emissions Control Device that is not found on the certified emissions control list established pursuant to 63-04(b) before such Emissions Control Device may be used. This one-time testing must comply with the requirements of this section. Approval is specific to the location where the test was performed. The test must demonstrate that the Emissions Control Device achieved at least a 75 percent emissions reduction or resulted in controlled emissions no higher than 10 mg/m³ to be approved by the Department.

(a) Test Methods. Tests must be performed using the OPC Method or the NIOSH 0500 Method. AFDs or ESPs must be used with the OPC method. Wet Scrubber Systems, ESPs, and Air Filtration Devices must be used with the NIOSH 0500 Method.

The test conditions of section 63-05 (b) must be complied with for all methods.

(b) Sampling locations for all methods

For AFDs or ESPs, when taking samples while the char broiler unit is on, readings must be taken from within the clean out Access Point downstream of the device, or at the Discharge Point. When taking samples while the unit is off, samples must be taken upstream of the Emissions Control Device. When the Emissions Control Device upstream Access Point is not reachable, the test must be conducted at a downstream Access Point or at the chimney output point. A field tester must remove the access plate and replace with a Test Port Plate and place the sampling probe inside a precut hole or place the probe directly within the Discharge Point.

(c) Flow rate and volume for OPC samples

Samples taken using OPC must be taken for a minimum of ten minutes at two liters per minute pump speed, or if the flow rate is not adjustable using the constant flow, but no more than 2 L/min. This procedure must be done twice with the unit on and twice with the unit off. If the OPC is equipped with a filter assembly, a new glass or PVC fiber filter must be used for each test. If the OPC is equipped with RH Correction Function, it should be enabled when the humidity is expected to exceed 50 percent.

(d) Protocols for NIOSH samples

(i) A minimum 20-liter sample must be drawn into a 37mm glass or PVC fiber filter. The sample should be drawn for a minimum of ten minutes at two liters per minute pump speed, twice with the unit on and twice with the unit off. Filters should be changed for each test.

(ii) Samples must be taken in accordance with the following sections of NIOSH Method 0500, Issue 2, August 15, 2004: "Equipment" section (except that a 37mm glass or PVC fiber filter should be used), "Preparation of Filters" section, "Sampling" section (except that the total sample volume must be a minimum 20 liters), and "Sample Preparation" section. The filters must then be collected, and the weight of the filters must be certified by an Industrial Hygienist in an accredited laboratory.

(iii) Laboratory Testing. Laboratory testing must be performed in a National Environmental Laboratory Accreditation (NELAC) or New York State Department of Health Environmental Laboratory Approval Program (ELAP) certified laboratory and must follow measurements for nuisance dust as per the NIOSH 0500 method. During each test, samples must be collected from the sampling port of the Emissions Control Device.

(e) Reporting for all methods. For OPC, the installer of the Emissions Control Device must submit a printout to the Department with the readings of Total PM and submit pictures of the filter with the unit on and off. For NIOSH 0500, complete laboratory results certified by an Industrial Hygienist must be submitted to the Department to document the reduction in PM. The owner must submit a report for site-specific testing that will include a project and test condition description, diagram of the sampling location with the cooking equipment and emissions control information, results of testing either printout readings from Total PM from OPC or laboratory results for NIOSH 0500, any supporting information including calculations, photos, and a conclusion.

§ 63-07 Emissions Control Device and Cooking Exhaust System Maintenance

(a) Any Emissions Control Device subject to the requirements of this chapter must be installed, operated, cleaned, and maintained in accordance with the manufacturer's specifications.

(b) Every Emissions Control Device subject to the requirements of this chapter must be inspected, cleaned and serviced in accordance with section 609.5.3 of the New York City Fire Code (2022 or subsequent standard) by a person holding a FDNY Certificate of Fitness as a Commercial Kitchen Exhaust & Precipitator Cleaning Technician.

(c) The cooking exhaust system must be inspected, cleaned and serviced in accordance with section 609.5.3 of the New York City Fire Code (2022 or subsequent standard) by a person holding a FDNY Certificate of Fitness as a Commercial Kitchen Exhaust System Cleaning Technician.

(d) Recordkeeping.

On or after the effective date of this rule, any person who owns or operates an existing under-fired commercial char broiler must maintain, for at least one year, records showing date of installation of and all maintenance work performed on the Emissions Control Device, including the date, time, and a brief description of maintenance work performed. For purposes of this subdivision, maintenance includes, but is not limited to, preventative maintenance, breakdown repair, and cleaning. Such records shall be made available to the Department upon request.

§2. This rule shall take effect six months after this rule is published as a final rule in the City Record.

**NEW YORK CITY LAW DEPARTMENT
DIVISION OF LEGAL COUNSEL
100 CHURCH STREET
NEW YORK, NY 10007
212-356-4028**

CERTIFICATION PURSUANT TO CHARTER §1043(d)

RULE TITLE: Amendment of Rules Relating to Emissions from Commercial Under-Fired Charbroilers

REFERENCE NUMBER: 2024 RG 112

RULEMAKING AGENCY: Department of Environmental Protection

I certify that this office has reviewed the above-referenced proposed rule as required by section 1043(d) of the New York City Charter, and that the above-referenced proposed rule:

- (i) is drafted so as to accomplish the purpose of the authorizing provisions of law;
- (ii) is not in conflict with other applicable rules;
- (iii) to the extent practicable and appropriate, is narrowly drawn to achieve its stated purpose; and
- (iv) to the extent practicable and appropriate, contains a statement of basis and purpose that provides a clear explanation of the rule and the requirements imposed by the rule.

/s/ STEVEN GOULDEN
Senior Counsel

Date: November 13, 2024

**NEW YORK CITY MAYOR'S OFFICE OF OPERATIONS
253 BROADWAY, 10th FLOOR
NEW YORK, NY 10007
212-788-1400**

CERTIFICATION / ANALYSIS PURSUANT TO CHARTER SECTION 1043(d)

RULE TITLE: Amendment of Rules Relating to Emissions from Commercial Under-Fired Charbroilers

REFERENCE NUMBER: DEP-108

RULEMAKING AGENCY: Department of Environmental Protection

I certify that this office has analyzed the proposed rule referenced above as required by Section 1043(d) of the New York City Charter, and that the proposed rule referenced above:

- (i) Is understandable and written in plain language for the discrete regulated community or communities;
- (ii) Minimizes compliance costs for the discrete regulated community or communities consistent with achieving the stated purpose of the rule; and
- (iii) Does not provide a cure period because it does not establish a violation, modification of a violation, or modification of the penalties associated with a violation.

/s/ Lisa Taapken
Mayor's Office of Operations

November 18, 2024
Date

← d30

SANITATION

■ PUBLIC HEARINGS

Notice of Public Hearing and Opportunity to Comment on Proposed Rules

What are we proposing? DSNY is proposing to amend its rule to clarify that no entity engaging in cleaning services shall be permitted to place bags of refuse and recycling out for collection.

When and where is the hearing? DSNY will hold a public hearing on the proposed rule. The public hearing will take place via Microsoft Teams at 10:00 A.M. on February 10, 2025 using the following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDAxODkwZDgtNWJlYS00NDY3LWEzZjEtYzdiNTYyYmY1OGZj%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%221d3255a2-4904-4aaa-899e-3f943348182b%22%7d

Meeting ID: 218 688 274 294

Passcode: cC2rq7px

Dial in by phone

+1 646-893-7101,,722549772# United States, New York City

Phone conference ID: 722 549 772#

How do I comment on the proposed rules? Anyone can comment on the proposed rules by:

- **Website.** You can submit comments to the DSNY through the NYC rules website at <http://rules.cityofnewyork.us>.
- **Email.** You can email written comments to nycrules@dsny.nyc.gov.
- **Mail.** You can mail written comments to DSNY, 125 Worth Street, Room 710, New York, NY 10013.
- **By speaking at the hearing.** Anyone who wants to comment on the proposed rule at the public hearing must sign up to speak. You can sign up before the hearing by emailing nycrules@dsny.nyc.gov by February 7, 2025. While you will be given the opportunity during the hearing to indicate that you would like to provide comments, we prefer that you sign-up in advance. You can speak for up to three minutes. Please note that the hearing is for accepting oral testimony only and is not held in a "Question and Answer" format.

Is there a deadline to submit comments? The deadline for submitting written comments shall be February 10, 2025.

What if I need assistance to participate in the hearing? You must tell the Bureau of Legal Affairs if you need a reasonable accommodation of a disability at the hearing. You must tell us if you need a sign language interpreter. You can tell us by mail at the address given above. You may also tell us by email at nycrules@dsny.nyc.gov or by telephone at 646-885-5006. Advance notice is requested to allow sufficient time to arrange the accommodation. Please tell us by February 3, 2025.

Can I review the comments made on the proposed rules? You can review the comments made online on the proposed rules by going to the website at <http://rules.cityofnewyork.us/>. A few days after the

hearing, copies of all comments submitted online, copies of all written comments, and a summary of oral comments concerning the proposed rule will be available to the public at 125 Worth Street, Room 710, New York, NY 10013 and on DSNY's website.

What authorizes DSNY to make this rule? Sections 753 and 1043(a) of the New York City Charter and section 16-120 of the New York City Administrative Code authorize DSNY to make this proposed rule. This proposed rule was not included in DSNY's regulatory agenda for this Fiscal Year because it was not contemplated when DSNY published the agenda.

Where can I find the DSNY's rules? DSNY's rules are in Title 16 of the Rules of the City of New York.

What laws govern the rulemaking process? DSNY must meet the requirements of Section 1043 of the City Charter when creating or changing rules. This notice is made according to the requirements of Section 1043 of the City Charter.

Statement of Basis and Purpose

Section 16-120(e)(2) of the New York City Administrative Code prohibits the placement of household or commercial refuse upon any sidewalk, street, public place, wharf, pier, dock, bulkhead, slip, navigable waterway or other area whether publicly or privately owned, except in accordance with rules of the department relating to collection.

The purpose of this rule is to clarify that any entity that performs or causes others to perform cleaning services such as manual sweeping and cleaning of sidewalks, public plazas, streets, curbs and gutters, or emptying of public litter baskets, for the purpose of supporting local businesses or communities, may not place any amount of refuse or recycling within the vicinity of any public litter basket, or at any other location described in Section 16-120(e)(2) of the New York City Administrative Code, except in accordance with rules of the Department relating to collection. The proposed rule also requires that such materials be placed out for collection by the Department in rigid receptacles with tight-fitting lids. An entity, for purposes of this rule, shall mean any business improvement district, merchant association, neighborhood association, or other non-governmental organization.

Any entity violating the prohibition of placing any amount of refuse or recycling out in bags for Department collection within the vicinity of any public litter basket, or for any other reason at any other location described in Section 16-120(e)(2) of the Administrative Code, shall be subject to the civil penalties for violations of §16-120(e)(2) of the Administrative Code.

New material is underlined.

[Deleted material is in brackets.]

Asterisks (***) indicate unamended text.

"Shall" and "must" denote mandatory requirements and may be used interchangeably in the rules of this department, unless otherwise specified or unless the context clearly indicates otherwise.

Section 1. Chapter 1 of Title 16 of the Rules of the City of New York is amended by adding a new section 1-12 to read as follows:

§ 1-12 Improper Placement of Refuse and Recycling for Department Collection

(a) Definitions. For purposes of this section, the following terms have the following meaning:

(1) Entity. The term "entity" means any business improvement district, merchant association, neighborhood association, or other non-governmental organization that performs or causes others to perform cleaning services such as manual sweeping and cleaning of sidewalks, public plazas, streets, curbs and gutters, or emptying of public litter baskets, for the purpose of supporting local businesses or communities.

(2) Business improvement district. The term "business improvement district" means any business improvement district established pursuant to chapter 4 of title 25 of the New York City Administrative Code or pursuant to relevant state law.

(3) Merchant association. The term "merchant association" means a group of merchants located in a commercial corridor that create an association to provide services and advocate on behalf of local business owners.

(4) Neighborhood association. The term "neighborhood association" means a group of residents who advocate to improve the quality of life or organize activities within a neighborhood.

(b) No entity or organization acting under the direction of an entity shall be permitted to place any amount of refuse or recycling within the vicinity of any public litter basket placed by the Department, or at any other location described in Section 16-120(e)(2) of the New York City Administrative Code, except in accordance with rules of the department relating to collection.

(c) Any material placed out for collection by the Department by an entity, or organization acting under the direction of an entity, must be placed in rigid receptacles with tight fitting lids that do not exceed fifty-five gallons in size, unless an alternative receptacle is approved by the Department.

(d) Any entity or organization acting under the direction of an entity violating subdivision (b) of this section shall be subject to the civil penalty for violations of section 16-120(e)(2).

§ 2. This rule takes effect on August 1, 2025.

NEW YORK CITY LAW DEPARTMENT DIVISION OF LEGAL COUNSEL 100 CHURCH STREET NEW YORK, NY 10007 212-356-4028

CERTIFICATION PURSUANT TO CHARTER §1043(d)

RULE TITLE: Amendment of Rules Relating to Placement of Refuse and Recycling for Collection

REFERENCE NUMBER: 2024 RG 108

RULEMAKING AGENCY: Department of Sanitation

I certify that this office has reviewed the above-referenced proposed rule as required by section 1043(d) of the New York City Charter, and that the above-referenced proposed rule:

- (i) is drafted so as to accomplish the purpose of the authorizing provisions of law;
- (ii) is not in conflict with other applicable rules;
- (iii) to the extent practicable and appropriate, is narrowly drawn to achieve its stated purpose; and
- (iv) to the extent practicable and appropriate, contains a statement of basis and purpose that provides a clear explanation of the rule and the requirements imposed by the rule.

/s/ STEVEN GOULDEN
Acting Corporation Counsel

Date: December 2, 2024

NEW YORK CITY MAYOR'S OFFICE OF OPERATIONS 253 BROADWAY, 10th FLOOR NEW YORK, NY 10007 212-788-1400

CERTIFICATION / ANALYSIS PURSUANT TO CHARTER SECTION 1043(d)

RULE TITLE: Amendment of Rules Relating to Placement of Refuse and Recycling for Collection

REFERENCE NUMBER: DSNY-48

RULEMAKING AGENCY: Department of Sanitation

I certify that this office has analyzed the proposed rule referenced above as required by Section 1043(d) of the New York City Charter, and that the proposed rule referenced above:

- (i) Is understandable and written in plain language for the discrete regulated community or communities;
- (ii) Minimizes compliance costs for the discrete regulated community or communities consistent with achieving the stated purpose of the rule; and
- (iii) Does not provide a cure period because it does not establish a violation, modification of a violation, or modification of the penalties associated with a violation.

/s/ Francisco X. Navarro
Mayor's Office of Operations

December 6, 2024
Date

Accessibility questions: nycrules@dsny.nyc.gov 646-885-5006, by:
Monday, February 3, 2025, 5:00 P.M.



SPECIAL MATERIALS

CITY PLANNING

■ NOTICE

POSITIVE DECLARATION

Project Identification

Dewitt Clinton Park North
(801 Eleventh Avenue &
629 West 54th Street)
CEQR No. 25DCP049M
ULURP Nos. Pending
SEQRA Classification: Type I

Lead Agency

City Planning Commission
120 Broadway, 31st Floor
New York, NY 10271
Contact: Stephanie Shellooe
(212) 720-3328

Name, Description and Location of Proposal:

Dewitt Clinton Park North (801 Eleventh Avenue & 629 West 54th Street)

The Applicants, 760 12th LLC and 801 11th Ave., LLC, are seeking zoning map amendments, zoning text amendments, and zoning special permits (collectively, the Proposed Actions) to facilitate the development of two buildings (collectively, the Proposed Projects): a 42-story, mixed-use residential and commercial building at 629 W 54th Street (Manhattan Block 1102, Lot 11) and a 38-story, mixed-use residential and commercial building at 801 Eleventh Avenue (Manhattan Block 1103, Lot 36). The building at 629 W 54th Street would contain up to approximately 617 dwelling units (DUs) and 113,990 gsf of commercial auto dealership space. The building at 801 Eleventh Avenue would contain 477 DUs and 85,760 gsf of commercial auto dealership space. In total, the Proposed Projects would contain approximately 1,179,321 gsf (892,442 zsf) including approximately 939,934 gsf (744,400 zsf) of residential floor area and 199,750 gsf (148,042 zsf) of commercial floor area across the two development sites. The Proposed Actions include zoning changes and special permits to facilitate a transfer of floor area from Piers 59, 60, 61, 81, 83, 98 and/or the Chelsea Piers headhouse (the "Granting Sites") within Hudson River Park to the Development Sites. In addition to the Proposed Actions, the Board of Directors of Hudson River Park Trust must approve the sale of the floor area from the Granting Sites, which requires a Signification Action process pursuant to the Hudson River Park Act.

The Proposed Actions would affect the Project Area, which comprises (i) the portion of Manhattan Block 1102 bounded by Twelfth Avenue to the west, West 55th Street to the north, West 54th Street to the south, and a line parallel to and 175 feet east of Twelfth Avenue to the east (the "Project Area Southern Portion"), and (ii) the portion of Block 1103 bounded by Eleventh Avenue to the east, West 56th Street to the north, West 55th Street to the south, and a line parallel to and 150 feet west of Eleventh Avenue to the west (the "Project Area Northern Portion") and is in the Hell's Kitchen neighborhood of Manhattan Community District 4.

Within the Project Area, there are two development sites: (1) the property at 629 W 54th Street (Manhattan Block 1102, Lot 11, a.k.a. 629 W 54th Street) owned by 760 12th LLC ("Development Site 1") and (2) the property at 801 Eleventh Avenue (Manhattan Block 1103, Lot 36) owned by 801 11th Ave., LLC ("Development Site 2").

The Applicants are seeking the following actions with respect to the Project Area and Hudson River Park:

- Zoning map amendments to: (i) change the existing M2-4 (CL) district mapped over the Project Area Southern Portion to a C4-7 (CL) (HRP) district, (ii) change the existing M2-3 (CL) district mapped over the Project Area Northern Portion to a C4-7 (CL) (HRP) district, and (iii) map the Special HRP District on the portions of the areas to be designated as the Granting Sites within Hudson River Park that are not already mapped within the Special HRP District. Specifically, the proposed C4-7 (CL) (HRP) to be mapped over the Project Area Southern Portion would be bounded by Twelfth Avenue, West 55th Street, West 54th Street, and a line parallel to and 175 feet east of Twelfth Avenue. The proposed C4-7 (CL) (HRP) to be mapped over the Project Area Northern Portion

would be bounded by Eleventh Avenue, West 56th Street, West 55th Street, and a line parallel to and 150 feet west of Eleventh Avenue.

- Zoning text amendments to the Zoning Resolution (ZR) of the City of New York, as amended:
 - o To modify the Appendix of the Special Hudson River Park District in Article VIII, Chapter 9 to map the Project Area Southern Portion as "Area C5" and as a receiving site, to map the Project Area Northern Portion as "Area C4" and as a receiving site, and to correspondingly map granting sites within Hudson River Park as "Area C1," "Area C2," and "Area C3." The text amendment would amend ZR Section 89-02 to define Areas C1, C2 and C3 as granting sites and Areas C4 and C5 as receiving sites, and ZR Section 89-11 to include a paragraph to regulate development in the new Area C2 and Area C3.
 - o To create a new ZR Section 89-13 to (a) establish special floor area regulations within the Project Area, and clarify that the overall maximum FAR is a 20 percent increase of the maximum FAR under the City's Mandatory Inclusionary Housing (MIH) program, and (b) allow the maximum residential FAR to exceed 12.0,
 - o To modify ZR Section 89-11 to allow auto repair and the preparation of vehicles for delivery in connection with Use Group VI auto dealership uses.
 - o To amend Appendix F of the Zoning Resolution to map a MIH area coterminous with the proposed C4-7 (CL) (HRP) districts.
- Zoning special permits pursuant to the City of New York's Zoning Resolution (ZR) Section 89-21 (Transfer of Floor Area from Hudson River Park) to transfer floor area from the Granting Sites in Hudson River Park to the Development Sites and modify certain bulk regulations, including modification of maximum base height restrictions, and tower regulations. The proposed special permit would transfer approximately 84,349 zsf of unused development rights from the Granting Sites to Development Site 1, and approximately 64,392 zsf of unused development rights from the Granting Sites to Development Site 2 (equivalent to approximately 2.40 FAR on each Development Site).

The zoning map amendments, zoning text amendments, and special permits are referred to collectively as the "Proposed Actions". In addition to the Proposed Actions, the Board of Directors of Hudson River Park Trust must approve the sale of the floor area from the Granting Site. This approval requires a Signification Action process, as required by the Hudson River Park Act. In addition, the Applicants will seek separate Chairperson's Certifications pursuant to ZR Section 89-21(d) to allow building permits and certificates of occupancy to be issued for the Proposed Projects.

The Applicants intend to construct two buildings: a 42-story, mixed-use residential and commercial building on Development Site 1 and a 38-story, mixed-use residential and commercial building on Development Site 2 (collectively, the "Proposed Projects"). The building on Development Site 1 would contain a total of approximately 664,245 gsf (506,092 zsf), including up to approximately 529,581 gsf of residential space (617 DUs, of which 154-185 units would be designated as permanently affordable pursuant to MIH) and 113,990 gsf of commercial auto dealership space. The building on Development Site 2 would contain a total of approximately 515,076 gsf (386,350 zsf), including up to approximately 410,353 gsf of residential space (477 DUs, of which 119-143 units would be designated as permanently affordable pursuant to MIH) and 85,760 gsf of commercial auto dealership space.

The Project Area would also include an approximately 3,300-sf portion of the 10,800-sf, non-Applicant-owned Block 1103, Lot 23, which is adjacent to and directly southwest of Development Site 2 and occupied by a music venue. However, pursuant to the proposed text amendment, the existing M2-3 district regulations would continue to apply to the rezoned portion of Lot 23. Accordingly, no development would occur on Lot 23 as a result of the Proposed Actions.

The Build Year for the Proposed Actions is 2029.

Statement of Significant Effect:

On behalf of the City Planning Commission, the Environmental Assessment and Review Division has determined, pursuant to 6 NYCRR Part 617.7, that the Proposed Actions may have a significant effect on the quality of the environment as detailed in the following areas, and that an environmental impact statement will be required: land use, zoning and public policy; socioeconomic conditions; community facilities and services; open space; shadows; urban design

and visual resources; hazardous materials; water and sewer infrastructure; transportation; air quality; greenhouse gas emissions and climate change; noise; public health; neighborhood character and construction.

The Proposed Actions would not result in significant adverse impacts related to historic and cultural resources; solid waste and sanitation services; energy and natural resources.

Supporting Statement:

The above determination is based on an Environmental Assessment Statement prepared for the actions which finds that:

1. Land Use, Zoning and Public Policy – The Proposed Actions, including zoning map amendments, zoning text amendments, and zoning special permits and other discretionary actions would affect the land use, zoning, and public policies within the Project Area, including the City's Waterfront Revitalization Plan (WRP). Therefore, an assessment of land use, zoning, and public policy is warranted, and will be provided in the EIS.
2. Socioeconomic Conditions – The Proposed Actions would not have the potential to result in direct residential displacement, direct business displacement, indirect business displacement due to increased rents or retail market saturation, or adverse effects on specific industries. However, there is the potential for an impact related to indirect residential displacement, and therefore an analysis will be included in the EIS.
3. Community Facilities and Services – The Proposed Actions would not directly eliminate, displace, or alter public or publicly funded community facilities such as health care facilities, police stations, or fire stations. Therefore, the Proposed Actions do not warrant an analysis of direct effects on these community facilities. However, there is potential for an impact on publicly funded early childhood programs, libraries, and public schools and an analysis will be included in the EIS.
4. Open Space – The Proposed Actions would not directly affect existing open space resources. However, the Proposed Actions could introduce more than 200 incremental residents and more than 500 incremental workers. As these increments are above the *CEQR Technical Manual* thresholds, there is potential for an impact related to indirect effects on residential and non-residential open space and an analysis will be included in the EIS.
5. Shadows – The Proposed Actions would result in new structures greater than 50 feet in height that may cast shadows on publicly accessible open space resources, sunlight-sensitive historic resources, and natural resources in the area. Therefore, an assessment of the effects of shadows on these resources is warranted and will be included in the EIS.
6. Historic and Cultural Resources – There are no historic resource located on or adjacent to the Proposed Development Sites. Although development resulting from the Proposed Actions would result in new in-ground disturbance, the New York City Landmarks Preservation Commission (LPC) has confirmed there are no significant or sensitive archaeological resources located on the Development Sites. Therefore, the Proposed Actions would not have the potential to affect either archaeological or architectural resources, and no further analysis is warranted.
7. Urban Design and Visual Resources – The Proposed Actions would result in physical changes to the Project Area beyond what is currently permitted as-of-right. The Proposed Actions would result in physical changes to the Development Sites beyond those allowable by existing zoning and which could be observed by a pedestrian from street level. Therefore, an assessment of urban design and visual resources is warranted and will be included in the EIS.
8. Natural Resources – The Proposed Actions affect an area located in a developed urban environment that is generally devoid of ecologically sensitive areas and does not provide a critical habitat supporting any rare, threatened, or endangered species. The Proposed Actions do not have the potential to create a significant adverse impact on natural resources, and no further analysis is warranted.
9. Hazardous Materials – The Proposed Actions would result in new construction including new in-ground excavation and subsurface disturbance, which, given historical site uses and conditions, has the potential to result in significant adverse impacts related to hazardous materials. Therefore, the EIS will include an assessment of hazardous materials at the Development Sites.
10. Water and Sewer Infrastructure – The Proposed Actions would result in an incremental increase of more than 1,000 residential units in a combined sewer area in Manhattan, which could place additional demands on infrastructure. Therefore, the EIS will include an assessment of water demand as well as wastewater and stormwater conveyance at the Development Sites.
11. Solid Waste and Sanitation Services – The Proposed Actions are not expected to generate more than 50 tons per week of solid waste and therefore would not result in significant impacts related to solid waste and sanitation services and no further analysis is warranted.
12. Energy – The Proposed Actions would not affect the transmission or generation of energy due to the minimal amount of consumption, and therefore a detailed energy assessment is not warranted.
13. Transportation – The Proposed Actions would increase the number of vehicular trips and increase ridership on mass transit facilities. The Proposed Actions would also affect pedestrian movements in the area due to the increased number of residents expected to be introduced to the area. Therefore, the Proposed Actions could result in significant adverse impacts on transportation and an analysis will be included in the EIS.
14. Air Quality – The Proposed Actions would result in an increased demand for heating, ventilating, and air conditioning (HVAC) as well as additional project-generated vehicle trips. An assessment is warranted to consider the potential air quality impacts from project-generated vehicle trips, as well as heat and hot water systems, and from existing industrial uses in the surrounding area on the new development resulting from the Proposed Actions. Therefore, the Proposed Actions have the potential to result in significant adverse air quality impacts, and an analysis will be included in the EIS.
15. Greenhouse Gas Emissions and Climate Change – The Proposed Actions would facilitate development that exceeds the *CEQR Technical Manual* threshold of 350,000 sf of development. The Proposed Actions could result in significant adverse greenhouse gas emissions impacts, and a screening analysis will be included in the EIS. Based on the project location within the current 500-year flood zone, a preliminary assessment of climate change is also warranted and will be included in the EIS.
16. Noise – The Proposed Actions could result in a significant impact on noise. The Proposed Actions would introduce new noise-sensitive receptors in an area with existing high ambient noise levels. Additionally, the Proposed Actions would generate additional vehicular trips to and from the Project Area that could potentially impact existing and project-generated sensitive receptors within and in the vicinity of the Project Area. Therefore, the Proposed Actions have the potential to result in significant adverse noise impacts, and an analysis will be included in the EIS.
17. Public Health – A public health assessment may be warranted at the discretion of the lead agency if an unmitigated significant adverse impact is identified in other CEQR analysis areas, such as air quality, water quality, hazardous materials, or noise.
18. Neighborhood Character – an analysis of neighborhood character is warranted when a project has the potential to result in significant adverse impacts in any of the following technical areas: land use, zoning, and public policy; socioeconomic conditions; open space; historic and cultural resources; urban design and visual resources; shadows; transportation; or noise. In addition, an assessment may be warranted when there is a combination of moderate effects in these technical areas that, when considered together, may affect the defining elements of neighborhood character. Because the Proposed Actions have the potential to result in moderate effects in some of these technical areas and because there is the potential for significant adverse effects, a neighborhood character analysis is warranted and will be included in the EIS.
19. Construction – Construction resulting from the Proposed Actions is expected to last longer than two years; and may involve (i) the closing, narrowing, or otherwise impeding of traffic, transit, or pedestrian elements; (ii) construction activities taking place along an arterial highway; (iii) the

construction of multiple buildings/sites, such that there is the potential for several construction timelines to overlap; and (iv) the operation of several pieces of diesel equipment at the development sites. Therefore, the Proposed Actions have the potential to result in significant adverse construction impacts, and additional analysis will be included in the EIS.

Public Scoping:

The CEQR lead agency hereby requests that the applicant prepare or have prepared, at their option, a Draft Environmental Impact Statement (DEIS) in accordance with 6 NYCRR 617.9(b) and Sections 6-08 and 6-12 of Executive Order No. 91 of 1977 as amended (City Environmental Quality Review).

A public scoping meeting has been scheduled for Thursday, January 30, 2025, at 2:00 P.M. To continue to allow for broad public participation options, DCP will hold the public scoping meeting remotely. To join the meeting and comment, please visit NYC Engage (<https://www1.nyc.gov/site/nycengage/events/index.page>).

Written comments will be accepted by the lead agency through 5:00 PM, Monday, February 10, 2025.

This determination has been prepared in accordance with Article 8 of the Environmental Conservation Law.

Should you have any questions pertaining to this Positive Declaration, you may contact Andrew Martini, at amartini@planning.nyc.gov.

◀ d30

OFFICE OF LABOR RELATIONS

■ NOTICE

AGREEMENT entered into this 22nd day of October 2024, by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Sanitationmen's Association, Local 831, International Brotherhood of Teamsters (hereinafter referred to as the "Union"), for the period from December 28, 2022 to February 27, 2028.

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 in the below listed title, and in any successor title(s) that may be certified by the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive bargaining representative.

SANITATION WORKER

Section 2.

(a) The terms "Employee" and "Employees" as used in this Agreement shall mean, except as otherwise used in Article IV, Sections 1 and 3, only those persons in the unit described in Section 1 of this Article who were and still are employed by the Employer under the title of Sanitation Worker on the date of the signing of the Waiver and Release required by Article XII of this Agreement. This shall include, but not be limited to, all Sanitation Workers assigned to the Permit Inspection Unit, Environmental Police Unit, Sanitation Police Unit, Medical Division, SWM Headquarters, SWM Export Contract Management Unit, SWM Fresh Kills Plant, SWM Staten Island Transfer Station, SWM MTS 59th Street, MTS North Shore, BCC Headquarters and the Division of Safety & Training.

ARTICLE II - DUES CHECKOFF

Section 1.

(a) 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 "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues" or any successor(s) thereto.

(b) 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.

The Employer agrees to employ each of the Employees for the period of this Agreement for 261 (8 hour) working days per annum at the respective annual compensations set forth as follows:

(a) Sanitation Workers

Hired on or after January 1, 2006* shall be subject to the following seven-step salary schedule:

Step	12/28/22	12/28/23	12/28/24	12/28/25	12/28/26
Upon completion of 5 ½ Years (Basic)	\$86,178	\$88,979	\$92,093	\$95,316	\$99,129
Upon completion of 4 ½ Years	\$71,299	\$73,616	\$76,193	\$78,860	\$82,014
Upon completion of 3 ½ Years	\$55,923	\$57,740	\$59,761	\$62,853	\$65,367
Upon completion of 2 ½ Years	\$49,770	\$51,388	\$53,187	\$56,049	\$58,291
Upon completion of 1 ½ Years	\$46,556	\$48,069	\$49,751	\$52,332	\$54,425
Upon completion of 6 months	\$45,496	\$46,975	\$48,619	\$50,321	\$52,334
First 6 months of employment (annualized)	\$41,942	\$43,305	\$44,821	\$47,752	\$49,662

* Employees hired **before** January 1, 2006 are at the maximum salary step.

(b) Annual salary adjustments as enumerated above shall accrue from the date of appointment of each of the Employees and shall be payable on the regular first pay period following annual anniversary date of such appointment.

Section 2. Longevity

(a) Sanitation Workers who have completed 5, 10, 15, or 20 years of service shall receive an annual longevity differential payment according to the following schedule:

Longevity Differential Payment

Years of Service	Effective 12/28/22
Five	\$2,000
Ten	\$2,495
Fifteen	\$3,395
Twenty	\$5,000

(b) These salary adjustments shall be computed as salary for pension purposes under the following conditions. The five and ten year steps are pensionable after 20 years of service and the 15 and 20 years steps are pensionable after 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments.

Such negotiations will be commenced forthwith. If no agreement is reached, pursuant to the New York City Collective Bargaining Law, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

(c) Calculation of night shift differential payments shall be based upon the old longevity amount of \$200 after five years of service.

(d) ITHP and pension benefit calculations shall only include the amount of the annual longevity payment that is pensionable.

Section 3. Uniforms

(a) Effective December 28, 2022, a per annum Uniform Allowance of \$1,000 shall continue to be provided pursuant to provisions of the appropriate certificate of the Director of Management and Budget. Effective December 28, 2027, the Uniform Allowance shall be increased by \$100 for a new total Uniform Allowance of \$1,100 per annum.

(b) Dress Uniform. Bargaining unit employees shall have the option to purchase a dress uniform to represent the Department at certain ceremonial functions. Representatives of Labor and Management shall meet and confer concerning all aspects of the uniform, and the Department shall retain the right to issue policies and regulations related to the wearing of the dress uniform.

Section 4.

The Employer also agrees to compensate any of the Employees for the period of this Agreement, for services rendered and to be rendered, as follows:

(a) Sunday Work - to be paid for at double time (2x) the respective pro-rated daily rate. This provision shall be likewise applicable to snow removal activities performed on Sundays.

Saturday Work - to be paid for at straight time (1x) for the first six (6) hours and thereafter at time and one-half (1-1/2x) for the next two (2) hours at the respective pro-rated daily rate.

Chart Day - work performed on chart days to be paid for at double time (2x) the respective pro-rated daily rate. This provision shall not be applicable to snow removal activities performed on Chart Days.

(b) Snow Removal Activities - in accordance with the respective budget certificates relating thereto; it being understood that, should any of the Employees be required to report for legal emergencies and/or snow work, on other than the Employee's regularly scheduled tours, the Employee shall be guaranteed and paid a minimum of eight (8) hours pay at time and one-half (1-1/2x) the pro-rated daily rate if the Employee reports for such work.

(c) Holiday Work - in addition to the compensations referred to herein, the Employer hereby also agrees to provide additional payment to each Employee of one and one-half (1-1/2) day's pay for each eight (8) hour day actually worked by the Employee on the following holidays:

New Year's Day	Juneteenth	Veterans Day
Martin Luther King, Jr.'s Birthday	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Christmas Day
Washington's Birthday	Columbus Day	
Memorial Day	Election Day	

(d) Night Differential - in addition to all other compensations referred to herein, the Employer agrees to pay each affected Employee who is required actually to work a night shift, the sum not to exceed ten percent (10%) of the Employee's daily rate computed on the basis of the respective annual compensation set forth in Section 1 hereof. For these purposes a night shift shall be any shift in which four (4) or more hours of the shift fall between the hours of 3:00 p.m and 7:00 a.m., except, that work performed on snow removal for which additional compensation is provided in accordance with Section 4(b) above and for which additional compensation is also provided in accordance with Sections 4(a) and 4(c) above, and all other excused or unexcused absences with or without pay shall be excluded from this provision.

Section 5. General Wage Increase

- (a) (i) Effective on December 28, 2022, Employees shall receive a rate increase of 3.25%.
- (ii) Effective on December 28, 2023, Employees shall receive an additional rate increase of 3.25%.
- (iii) Effective on December 28, 2024, Employees shall receive an additional rate increase of 3.50%.
- (iv) Effective December 28, 2025, Employees shall receive an additional rate increase of 3.50%.

- (v) Effective December 28, 2026, Employees shall receive an additional rate increase of 4.00%.
- (b) The increases provided for in Section 5(a) above shall be calculated as follows:
 - (i) The increases in Section 5a. (i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on December 27, 2022.
 - (ii) the increases in Section 5a. (ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on December 27, 2023.
 - (iii) the increases in Section 5a. (iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on December 27, 2024.
 - (iv) the increases in Section 5a. (iv) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on December 27, 2025.
 - (v) the increases in Section 5a. (v) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on December 27, 2026.
- (c) The general increase provided in Section 5(a) shall be applied to the base rates and salary grades herein fixed for the applicable titles.

Section 6. Service Differential

Effective December 28, 2022, after 5 years of service as a Sanitation Worker, members shall be eligible for a differential in the following amounts:

<u>Effective Date</u>	<u>Per annum amount</u>
12/28/22	\$712
12/28/23	\$735
12/28/24	\$761
12/28/25	\$788
12/28/26	\$820

Effective December 28, 2022, after 5 ½ years of service as a Sanitation Worker, members shall be eligible for a differential in the following amounts:

<u>Effective Date</u>	<u>Per annum amount</u>
12/28/22	\$862
12/28/23	\$890
12/28/24	\$921
12/28/25	\$953
12/28/26	\$991

This differential shall be pensionable, subject to applicable law and rules concerning wages, and increase with future general wage increases.

ARTICLE IV - HEALTH AND WELFARE BENEFITS

Section 1.

(a) Security Benefits Fund & Retiree Fund- Effective January 20, 2019, the Employer agrees to continue to provide the annual amount of \$1,644* for each incumbent Employee, or the pro-rata share thereof for each Employee employed during the term of this Agreement for a period less than the full term of this Agreement, for the purpose of furnishing certain supplementary benefits for the period of employment of such Employee by the Employer during the term of

this Agreement, all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel. Effective January 20, 2019, the Employer agrees to continue to provide the annual amount of \$1,844* for each retiree, or the pro-rata share thereof all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel. Effective September 28, 2027, there shall be an increase of \$165 per employee (active and retired) per annum in the City's welfare fund contribution.

The payments as above indicated shall be remitted by the Employer to the Uniformed Sanitationmen's Association Administrative Fund for allocation to the Uniformed Sanitationmen's Association Security Benefits Fund and the Retiree's Fund, subject to the said supplemental Agreements to be entered into between the Employer and the Union for the benefit of each Employee and each Retiree and further subject to periodic audit by the Comptroller of the City of New York.

(b) Effective January 20, 2019, Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Uniformed Sanitationmen's Association Security Benefits Fund at the time of such separation pursuant to a separate agreement between the Employer and the Union shall continue to be so covered, subject to the provisions of Section 1(a) hereof. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such Program.

(c) The Union agrees 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.

***Includes a \$23 per annum increase that was effective 8/20/09 and a \$113 per annum increase that was effective 8/21/09**

Section 2.

As additional compensation to each Employee, the City shall, during the term of this Agreement, pay into the Uniformed Sanitationmen's Association Compensation Accrual Fund (formerly or currently known as the Uniformed Sanitationmen's Association Annuity Fund) the following amounts per Employee for each working day for which such Employee is paid by the City, but not to exceed an aggregate of the per annum amount shown below per Employee, for the purpose of furnishing certain additional benefits to each Employee. The Compensation Accrual Fund shall be maintained in accordance with the provisions of a supplemental Agreement to be entered into between the City and the Union approved as to form by the Corporation Counsel and shall be subject to periodic audit by the Comptroller of the City of New York.

For employees with less than fifteen (15) years of service

<u>Effective Date</u>	<u>Daily Amount</u>	<u>New Portion</u>	<u>Total</u>	<u>Per Annum Amount</u>
		Adjusted by GWI		
12/28/22	\$5.25	\$6.74	\$11.99	\$3,129.39
12/28/23	\$5.25	\$6.96	\$12.21	\$3,186.81
12/28/24	\$5.25	\$7.20	\$12.45	\$3,249.45
12/28/25	\$5.25	\$7.45	\$12.70	\$3,314.70
12/28/26	\$5.25	\$7.75	\$13.00	\$3,393.00

For employees with fifteen (15) or more years of service, only, in lieu of the above rates:

<u>Effective Date</u>	<u>Daily Amount</u>	<u>New Portion</u>	<u>Total</u>	<u>Per Annum Amount</u>
		Adjusted by GWI		
12/28/22	\$11.99	\$2.67	\$14.66	\$3,826.26
12/28/23	\$12.21	\$2.76	\$14.97	\$3,907.17
12/28/24	\$12.45	\$2.86	\$15.31	\$3,995.91
12/28/25	\$12.70	\$2.96	\$15.66	\$4,087.26
12/28/26	\$13.00	\$3.08	\$16.08	\$4,196.88

Section 3. Supplemental Annuity Fund for those Sanitation Workers, represented by the Uniformed Sanitationmen's

Association ("USA"), who have attained a normal service retirement after twenty (20) years of service:

The parties agree that, effective January 20, 2019, the contribution to the Supplemental Annuity Fund shall be increased by \$49 per annum. This increase shall be subject to future collective bargaining increases. As such, the per annum lump sum supplemental annuity contributions shall be as follows:

<u>Effective Date</u>	<u>Annual amount</u>
12/28/2022	\$569.59
12/28/2023	\$588.10
12/28/24	\$608.68
12/28/2025	\$629.98
12/28/2026	\$655.18

The parties further agree that, as soon as practicable after the ratification of the 2019-2022 Sanitation Workers Memorandum of Economic Agreement dated May 5, 2020, the City shall make a one-time lump-sum contribution of \$2,178,133 into the Supplemental Annuity Fund.

The annual lump-sum amounts to be contributed shall be adjusted by any future across-the board wage increases and shall be predicated upon the active headcount as of the cycle used for the payment of annuity monies encompassing the July 1 date in each succeeding year and paid in accordance with the terms of the supplemental agreement. These amounts shall be paid into a separate Supplemental Annuity Fund maintained for this purpose. The Fund shall be maintained in accordance with the provisions of a supplemental agreement to be entered into between the City and the Union approved as to form by the Corporation Counsel and shall be subject to periodic audit by the Comptroller of the City of New York.

In the event that enabling legislation is required to achieve the above outcome, the City and the Uniformed Sanitationmen's Association agree to jointly support such legislation subject to approval by both the City and the union of the language and other terms of the said legislation and the understanding that the City shall not bear any other costs of the benefit improvement except to provide the annual amount set forth herein. In such case, the provisions of the above agreement shall not become final and binding unless and until the State Legislature and the Governor enact into law the provisions of the enabling legislation. In the event that the parties are unable to effectuate the above, the parties agree to meet to discuss what actions might be necessary or to determine a substitute benefit of equivalent value.

In the event that this agreement jeopardizes the tax qualifications of the City's pension systems, the City and the Uniformed Sanitationmen's Association agree to jointly work to resolve such issues, and, if necessary, to renegotiate the terms of this agreement.

Section 4.

The City shall continue to provide a choice of health and hospitalization insurance plans for each Employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active Employees to exercise their choice among medical plans. The May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed part of this Agreement.

Section 5.

Retirees shall have the option of changing their previous choice of Health plans. This option shall be:

- a one time choice;
- shall be exercised only after one year of retirement; and
- can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three (3) months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. The option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 6.

- (a) Effective July 1, 1983 and thereafter, the City's cost for each Employee and each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g., the Blue Cross/GHI-CBP payment for family coverage shall be equal to the HIP/HMO payment for family coverage.
- (b) If a replacement plan is offered to Employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 6(a) hereof, the City shall not bear the additional costs.
- (c) The City shall continue to contribute on a City Employee benefits program-wide basis the additional annual amount of \$30 million to maintain the Health Insurance Stabilization Reserve Fund which shall be used to continue equalization and protect the integrity of health insurance benefits.
- (d) The Health Insurance Stabilization Reserve Fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.
- (e) The Health Insurance Stabilization Reserve Fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

Section 7. Health Care Flexible Spending Account

- (a) A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those Employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating Employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an Employee.
- (b) Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the Employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
- (c) An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An Employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an Employee's account will not be refunded.

Section 8. Line-of-Duty Injuries & Prescription Drugs

The parties recognize that, pursuant to Administrative Code Section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for Sanitation Workers. The parties further recognize that a significant number of Local 831 members have utilized the union Health and Welfare Fund to pay for these prescription drugs without reimbursement by the City. In consideration of certain economic terms contained herein, the Union agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty prescription drugs.

ARTICLE V - TIME AND LEAVE, DEATH BENEFITSSection 1.

Sick leave and/or line-of-duty injury benefits shall be granted to Employees in accordance with Chapter 551 of the Laws of 1962 (New York State).

Section 2.(a) For Employees Hired Prior to July 1, 1988

The Employer agrees to continue to grant to each Employee an annual vacation allowance of twenty-five (25) days. Effective January 1, 2016, employees after the tenth year of service shall receive one (1) additional day of annual leave, or twenty-six (26) total. Effective January 1, 2017, employees after their fifteenth year of service shall receive one more additional day of annual leave, or twenty-seven (27) total.

The Employer further agrees to continue to grant terminal leave of one (1) month for every ten (10) years of service prior to retirement.

(b) For Employees Hired On or After July 1, 1988

Employees shall accrue an annual vacation allowance at a rate of eighteen (18) days in each of their first four (4) years of service, at a rate of twenty (20) days in their fifth year of service and at a rate of twenty-five (25) days in their sixth year of service. Effective January 1, 2016, employees after the tenth year of service shall receive one (1) additional day of annual leave, or twenty-six (26) total. Effective January 1, 2017, employees after their fifteenth year of service shall receive one more additional day of annual leave, or twenty-seven (27) total. The Employer further agrees to continue to grant terminal leave of one (1) month for every ten (10) years of service prior to retirement.

(c) Terminal Leave Lump Sum Payment

The resolution of the Board of Estimate of the City of New York dated June 27, 1957, states the following:

Members of the Force shall be granted terminal leave with pay upon retirement not to exceed one month for every ten years of service, pro-rated for a fractional part thereof; provided, however, that no terminal leave shall be granted to an employee against whom departmental disciplinary charges are pending.

Effective July 20, 2020, the parties agree that such employees as described in the Resolution above and are entitled to terminal leave payment shall now be entitled to voluntarily choose the option of a one-time lump sum payment as their terminal leave benefit in lieu of their current terminal leave benefit prior to retirement. Such payments shall be made as soon as practicable after retirement.

In the event that a change in legislation is needed to effectuate this agreement, the parties agree to jointly support the necessary legislation to implement the terms of this Section 2(c).

Section 3.

Employees shall be entitled to the following days off with pay:

New Year's Day	Juneteenth	Veterans Day
Martin Luther King, Jr.'s Birthday	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Christmas Day
Washington's Birthday	Columbus Day	
Memorial Day	Election Day	

In the event that another day is officially designated as the day of observance of any of the above-listed holidays, that day shall be considered the holiday for the purpose of this Section.

Section 4.

Employees shall be entitled to four (4) working days off with pay in the event of a death in the immediate family. The family shall be defined for this purpose as spouse; natural, foster, or step-parent; child, brother or sister; father-in-law or mother-in-law; grandchildren; or any relative residing in the household.

Section 5.

In the event an Employee dies because of a line-of-duty injury received during the actual and proper performance of sanitation service and directly resulting from a characteristic hazard of such service, through no fault of his or her own, a payment of \$25,000 shall be made from funds other than those of the Retirement System in addition to any other payment which will be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 6.

If an Employee dies while employed by the Employer, his beneficiary designated under the Retirement System or, if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- (j) All unused accrued leave up to a maximum of fifty-four (54) days' credit.
- (ii) All unused accrued compensatory time earned subsequent to January 1, 1971 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

Section 7. Paid Parental Leave

Effective January 1, 2024, non-birth parents shall be entitled to one week (5 work days) of paid parental leave for birth of a child or adoption or foster care for a child age 6 or under.

ARTICLE VI – PERSONNEL AND PAY PRACTICESSection 1. Hours

(a) The work-week shall consist of forty (40) hours, consisting of five (5) eight (8) hour days, exclusive of Sundays.

(b) The Employer shall promulgate a schedule of days off other than Sunday to be known as a chart system and shall post such schedule in each work location. Such chart system shall continue to be based on a “25” week chart cycle in those work locations where the “30” week chart cycle was heretofore in effect. Such “25” week chart cycle shall provide each Sanitation Worker every fifth week a long week-end (3 days) or a short week-end (2 days). The City and the Union may mutually agree in writing to change or modify the then existing chart system.

(c) In the event of an emergency caused by accident, fire, flood, riot or a potential danger to health, life or property, the Employees, when called, shall report to work, and shall be compensated at the premium rate as set forth in Article III hereof. The Employer shall inform the Union of the nature of the emergency and the reason for changing the normal starting time.

(d) In the event a change in the lunch period is deemed necessary, the Employee shall be notified at roll call except in case of a snow or other emergency requiring such change. An entry shall be made in the blotter noting the reasons for the change. Information relating to such changes shall be made available to the Union upon request.

(e) The present practice for granted paid rest periods and/or coffee breaks shall be continued. The first coffee break shall be for a period of fifteen (15) minutes and it shall start two (2) hours after the beginning of the shift. The second coffee break shall be taken one and one half (1-1/2) hours after the lunch period is completed and this one shall be for a period of ten (10) minutes. In the event of overtime, another coffee break or rest period of ten (10) minutes shall be taken one (1) hour after the start of the overtime period. During a normal work day (7:00 a.m. to 3:00 p.m.) the following is an example of the coffee break or rest period that will be taken:

1st period	-	9:00 a.m. to 9:15 a.m.
2nd period	-	1:30 p.m. to 1:40 p.m.
O/T period	-	4:00 p.m. to 4:10 p.m.

(f) In the event a truck is replaced in the field for reasons other than a breakdown, an Employee assigned to such replacement truck will receive a ten (10) minute rest period. In the event the Employer institutes a general relay system whereby trucks are replaced in the field, this subsection (f) may be reopened for negotiation.

(g) Each Employee shall be granted fifteen (15) minutes of paid time for the purpose of washing and changing immediately prior to the end of the shift.

(h) Special Summer Shifts may be established for the period starting with the second Monday in June of each year through the second Saturday in September of each year, conditions permitting, and the day shift shall start at 5:00 a.m. or 6:00 a.m. for the work force on refuse collection and those cleaning functions as designated by the Employer

(i) Sign out sheets shall be made available in ample time for the Employee to sign out prior to the end of the shift. However, no Employee is to leave the Employee's assigned work location prior to the end of the shift. The designated Shop Steward shall be the last person to leave the premises at the conclusion of the assigned shift.

(j) The regular shifts shall be as follows: 11:00 a.m. to 7:00 p.m.; 12:00 a.m. to 8:00 a.m.; 6:00 a.m. to 2:00 p.m.; 7:00 a.m. to 3:00 p.m.; 8:00 a.m. to 4:00 p.m.; 3:00 p.m. to 11:00 p.m.; 4:00 p.m. to 12:00 a.m.; 7:00 p.m. to 3:00 a.m.; night plow operations – 11:00 p.m. to 7:00 a.m. Other than regular shifts may be established from time to time in special situations as specifically approved by the Director of Operations. The Employer shall inform the Union of the nature of the new shift and the reasons for establishing such shift. Except in an emergency, no shift will overlap into a premium day. An emergency, for these purposes, shall be declared in writing by the Commissioner or the Commissioner's designee who shall be guided generally by the standards fixed by the Health Code and what constitutes an “Act of God.” With respect to all night shifts, night picks will be conducted every six (6) months. A night shift, as that term is used in this Agreement, will be any shift in which four (4) or more hours worked by the Employee fall between the hours of 3:00 p.m. and 7:00 a.m.

(k) In accordance with existing practice, the Department will request a list of volunteers in each Sanitation District who would be willing to work on their chart days if the need arises. Available personnel shall be taken from the volunteer list.

Section 2. Premium Pay and Overtime

(a) Premium pay and overtime shall be paid in accordance with the terms and conditions and at the rates set forth in Article III hereof.

(b) Sunday, Chart and Holiday work shall be offered to the Employees on the basis of district seniority and each Employee shall be selected in turn according to the Employee's place in order of rotation previously agreed to by the Employer and the Union. Special Assignments will not be given priority. An exception to the foregoing rotational procedure is when an Employee would be required to work two consecutive shifts. An Employee requesting to be skipped when assigned to work Sundays, Charts or Holidays shall not be re-assigned for such work until the Employee's name is reached again in orderly sequence. There will be no waivers submitted to or accepted by the Employer for Sunday, Chart or Holiday work. When an Employee is transferred from one work location to another work location the Employee's name shall be placed on the Sunday, Chart and Holiday lists in the Employee's proper seniority order immediately. When an Employee is detached for one (1) year or more, the Employee's name will be placed on the Sunday, Chart and Holiday lists, in the Employee's proper seniority order, at the location to which the Employee is detached. The Employee shall at all times work in accord with the needs of the location to which the Employee is detached.

(c) Overtime work shall be offered first on a seniority basis. In the event a sufficient number of Employees have not volunteered, then the Employer will order the required overtime on the basis of inverse seniority. When overtime is deemed necessary by the Employer, except in an emergency, the Employee shall be notified by the Employer by the end of the Employee's lunch period of the day on which the overtime is to be worked. These provisions are not applicable in times of snow emergency and other Acts of God.

(d) There shall be a “Special Emergency List” established in each Sanitation District. Such list shall be used on a priority basis for Employees called in during an emergency. There shall be no less than ten (10) Employees so assigned. Assignments to such a “Special Emergency List” shall be made annually during the month of November, in accordance with this Subsection (d). Such work shall not affect an Employee's position on the regular Sunday and Holiday work rotation list. The Employee who signs for such “Special Emergency List” must call his work location during any snow alert. If the Employee is not at home during a snow alert and the Employer calls his home, whoever answers the call must contact the Employee. Discretion must be used when notifying whoever answers the phone in that a child may not be expected to notify her/his father/mother who is not at home. Messages left on an “answering machine” or a “voicemail system” shall be considered sufficient notification. The Employee will not have the right to refuse to report to work. The provisions of this Subsection (d) shall apply only to those districts having a list of ten (10) or more Employees so assigned. If this number is not obtained, no list shall be posted. The location will then use the regular established Sunday and Holiday list for personnel for emergencies. However, the provisions of this Subsection (d) which pertain to call in and reporting when contacted during emergencies shall apply to the regular list during such emergencies.

Section 3. Vacations

(a) The applicable provisions of the Department's General Order with respect to vacations as promulgated each year shall regulate vacations.

(b) In the event that a Sanitation Worker is hospitalized due to illness or injury while on vacation, the Chief Medical Examiner shall terminate the Sanitation Worker's vacation and place the Employee on sick leave. The Union may file a grievance at Step 5 of the Grievance Procedure, when claiming a violation of this Subsection (b), without resort to prior steps in the Grievance Procedure.

(c) After hospitalization, an Employee who is seriously disabled and submits proof of such disability satisfactory to the Department which shall properly exercise its discretion therein, may have such leave time charged to sick leave and not to annual leave provided that the Employee's annual leave is not, under such circumstances, carried over to the next vacation year, except that upon good cause shown, the Commissioner may grant such extension.

Section 4. Seniority and Assignments

(a) (i) Seniority as used in this Section shall be the date of the most recent appointment to the title as set forth in Article I, Section 1 of this Agreement.

(ii) Seniority shall be applied as follows: in the Bureau of Cleaning and Collection: by district; in the Bureau of Solid Waste Management: by work location, defined as the

physical work location to which an Employee is permanently assigned.

- (b) (i) Seniority as defined and applied in this Section shall be the basis for temporary or permanent transfer; vacation period choice; or desired work shift.
- (ii) Seniority as defined and applied in this Section shall be the basis for permanent special assignments within the Bureau of Cleaning and Collection and transfer to the Bureau of Solid Waste Management, except that the Employer reserves the right to establish:
 - (1) Minimum qualifications for such assignments; and
 - (2) a four-week training and evaluation period.

Shop Stewards, designated by the Union in Accordance with Article X, Section 1(b) of this Agreement shall be considered the most senior Employee in their respective work location in the Bureau of Cleaning and Collection and the Bureau of Solid Waste Management, for purposes of this provision, for such period during which they retain such designation.

(iii) When it becomes necessary to assign any Employees to a location other than the Employee's regular work location, the assignment will be offered on a seniority basis. In the event a sufficient number of Employees have not volunteered, the Employer will order the required change on the basis of inverse seniority, the Shop Steward to exercise the right as the most senior Employee. The provisions of this Subsection (b)(iii) shall also apply to transfers between sections that are ordered prior to the beginning of the shift.

(iv) Out-of-Town work means work done out of zone. There will be four (4) hours of time in the book for the first day that such work is performed in each zone. In the event the instances of such work occur at times other than after holidays, more than occasionally, the Union will seek to negotiate similar compensation with the Commissioner. If that proves unsuccessful, the issue shall be taken to binding arbitration. The parties recognize that this provision applies to employees assigned to the Lot Cleaning Unit, in the same manner as it has been applied to employees in collection.

- (c) The following assignments in the Bureau of Cleaning and Collection shall be deemed permanent special assignments for the purpose of this Article:

Large Wrecker	Mechanical Brooms
Garage Utility	EZ Pack
Hoist Fitted Chassis	Greaser
Gas and Oil Worker	Offal Truck
Roll-on/Roll-off	District Superintendent
	Operations Assistant
	House Truck (Where a full-time house truck is approved by Chief of Staff)

Employees assigned to special equipment may be given other assignments by the Department when the special equipment is not available or when the needs of the Department do not require the use of the above-listed special functions.

- (d) The procedure for filling a permanent vacancy in an assignment enumerated in Subsection (c) of this Section shall be as follows:

(i) The District Superintendent in the District in which vacancy occurs shall assign the senior qualified Employee requesting such duty.

(ii) If there are no volunteers for a special duty assignment, the District Superintendent shall assign the least senior qualified Employee.

(iii) A senior Employee, desiring such duty but deemed not qualified, shall be given a reasonable opportunity to acquire the skills required for the assignment. In the event a senior Employee desiring such duty is passed over because of failure to meet the minimum qualifications, the Employee and/or the Union may file a grievance in accordance with the applicable provisions of this Agreement.

(iv) Training will be offered to Employees seeking assignment to special equipment in accordance with the terms of this Agreement and the needs of the Employer.

- (e) The following rules shall apply to the filling of vacancies in the permanent special assignments enumerated in Subsection (c) of this Section:

(i) Temporary vacancies, due to Employees being sick, on compensation, on vacation, compensatory time off, on chart, etc. shall be filled by the Garage Shop Steward if the Steward elects to assume such temporary assignment. Should the Garage Shop Steward elect to fill such assignment, the Steward's starting time, whenever practicable, shall be the same as that of the majority of the Employees the Steward represents.

In the event the Garage Shop Steward does not so elect, the temporary vacancy shall be filled by assignment by the District Superintendent, provided, however, that such selection shall not result in a more senior Employee being required to go on the night shift or out of location.

(ii) An Employee assigned to a permanent special assignment may request a transfer to any other such assignment. Such request shall be processed in accordance with Section 4(d) of this Article.

(iii) Employees newly transferred into a District may not be assigned to a permanent special assignment for a period of one (1) year from the date of physical transfer.

(iv) An Employee assigned to a permanent special assignment may not be displaced by a senior Employee.

(v) Any other special assignment, now in force or to be created hereafter in a District, shall be filled in accordance with the provisions of this Section.

- (f) The Department shall review and act upon requests for transfers no less frequently than every six (6) months.

Section 5. Health and Safety

(a) The Employer shall provide the following equipment, maintained at all times in good working order and in proper quantity: clean lavatory facilities; shower and wash basin facilities with hot and cold running water; heating facilities; proper ventilation; proper lighting and ample supplies of soap, other cleansers, paper towels, paper tissue and other clean-up materials.

The Employer and the Union shall conduct periodic inspection of all facilities which house Employees in order to insure that all such facilities are adequately maintained and provide sanitary working conditions. Where deficiencies are found and/or repair necessary, the Employer will take steps to make such repairs immediately. Since there is a large backlog of needed repairs, the Employer will proceed on a priority basis.

The Union reserves the right to challenge the Employer's priority list.

In the event it is beyond the Employer's capacity to make such repairs, the Employer, where possible, will seek additional funds to effectuate such repairs.

In the event that repairs cannot be made or funds to effectuate such repairs are not available, and the conditions at the location are such that they constitute a hazard to the life, health or safety of Employees, the Employer will take immediate steps to transfer all Employees to a more suitable location.

In the event the Union holds the Employer to be in default of this Subsection (a), the Union shall present the issue to the arbitrator for decision within forty-eight (48) hours, without resort to the other steps of the Grievance Procedure.

(b) Two (2) qualified Sanitation Workers shall respond to any call for a large wrecker in cases involving arterial highways. One (1) of these will operate the wrecker to the scene, the other shall operate a back-up vehicle to the scene for safety purposes and then assist the wrecker operator. On all other calls where a back-up vehicle is not required one (1) Employee may respond to the call.

- (c) The Employer shall maintain complete medical records on injured Employees.

(d) The Employer will endeavor to minimize and reduce accidents and injuries by maintaining its equipment and facilities in good working order. Each Employee shall make every effort to perform the duties in a safe and efficient manner commensurate with the requirements of the Employer. Complaints involving the safety of equipment or working conditions may be processed as grievances.

- (e) All new employees shall be trained in CPR first aid as part of the initial training regimen.

Section 6. Rights of Employees

(a) When an Employee has completed the respective work shift, and has been notified of his or her assignment for the next work day, the Employee will not be called at home for any change out of his or her district. He or she may only be called when it involves reporting to a location within his or her own district, or when it involves change of shift. The above provisions shall not apply in the event of snow emergency or Act of God. The Employee will be responsible to report by roll call to the location within the district where he or she is scheduled to work.

(b) Whenever an Employee is called to the Main Office of the Department or called by any other agency of Government for interrogation, the Employee shall be notified of the right to counsel or union representation. Such Employee shall be given ample time to secure such representation, if the Employee so elects.

(c) The Employee when summoned to the Department shall be called whenever possible during ordinary working hours. In the event the proceedings in the Department go beyond the ordinary working hours, the Employee shall be paid time and one-half (1-1/2x) in accordance with the provisions of this Agreement.

(d) Following signout from any day shift, an Employee may be recalled if the night city superintendent has been contacted and a determination is made that the position must be filled.

Section 7.

Effective July 1, 1978, any Employee applying for either ordinary or line-of-duty disability retirement shall begin to receive his accrued time, including accrued vacation, compensatory time, terminal leave and any other accrued leave, as of the date he submits the disability retirement application, provided that the time taken does not extend beyond the effective date of retirement.

Section 8. Interest

(a) Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one-hundred-twenty (120) days after the execution of this Agreement or one-hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.

(b) Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one-hundred-twenty (120) days following their earning or one-hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.

(c) Interest accrued under (a) or (b) above shall be payable only if the amount due to an individual Employee exceeds five dollars (\$5.00).

Section 9.

A laid-off Employee who has returned to service in the Employee's former title or in a comparable title from a preferred list shall receive the basic salary rate that would have been received by the Employee had the Employee never been laid-off up to a maximum of two (2) years of general salary increases.

Section 10. Performance Compensation

The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

The parties agree that additional compensation may be paid to Employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with the Union of its intent to pay such additional compensation and the individuals to be compensated.

The criteria for the granting of performance-based compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section shall be one-time, non-recurring cash payments subject to applicable pension law. An Employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

ARTICLE VII - REFUSE/RECYCLING COLLECTION

Section 1. Refuse Collection

(a) The Employer and the Union recognize that the Employer has the unilateral right to set and establish refuse collection routes.

The Employer and the Union enter this Agreement without prejudice to, and without waiver of, any rights that they may have under law, rule, regulation or contract in that regard.

(b) Effective upon the date of execution of this Agreement, if the Employer determines that a Sanitation Worker has not completed the refuse collection route designated by the Employer, the Sanitation Worker shall not receive the "1980 Two Worker Truck differential", described herein, for the period of time which the Sanitation Worker failed to complete the designated refuse collection route. The implementation of this provision shall be consistent with Section 3 of this Article.

(c) If a situation arises whereby the amount of refuse exceeds that which was originally presented to the Union upon the execution of this Agreement, then the Union shall have the right to present that situation to the Labor-Management Committee designated in Article VIII, Section 1 of this Agreement.

Section 2. Recycling Collection

(a) The Employer and the Union recognize that the Employer has the unilateral right to set and establish recycling collection routes.

The Employer and the Union enter this Agreement without prejudice to, and without waiver of, any rights that they may have under law, rule, regulation or contract in that regard.

(b) Effective upon the date of execution of this Agreement, if the Employer determines that a Sanitation Worker has not completed the recycling collection route, as designated by the Employer, the Sanitation Worker shall not receive the "1980 Two Worker Truck differential", described herein, for the period of time which the Sanitation Worker failed to complete the designated recycling collection route. The implementation of this provision shall be consistent with Section 3 of this Article.

(c) If a situation arises whereby the amount of recycling exceeds that which was originally presented to the Union upon the execution of this Agreement, then the Union shall have the right to present that situation to the Labor-Management Committee designated in Article VIII, Section 1 of this Agreement.

Section 3. Impartial Chair/Appeal Procedure

Any Sanitation Worker who may not receive the "1980 Two Worker Truck differential" pursuant to this Article, shall have the right to appeal the Employer's determination to a Tripartite Dispute Resolution Panel for a hearing to be held within forty-eight (48) to seventy-two (72) hours of the Department's notification to the Sanitation Worker. The Tripartite Resolution Dispute Panel shall be made up of a representative designated by the Employer, a representative designated by the Union and an Impartial Chair selected by the parties' two representatives. The standards governing the determination of the panel shall include those set forth in the Kelly Impasse Award referenced in the "Two Worker Truck Agreement" attached hereto and made a part hereof. A claim by the Sanitation Worker that the design or length of the refuse/recycling collection route prevented the Sanitation Worker from completing the collection route shall not constitute good cause. The decision of the Tripartite Dispute Resolution Panel shall be final and binding and not subject to any further appeal.

ARTICLE VIII - 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 the following Labor-Management committees.

There shall be one general Labor-Management Committee to consider and recommend to the Commissioner changes in 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. This Labor-Management Committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union's three (3) members shall be the Union President, the Union Vice President and one other executive board member. The Department's three (3) members shall be the Commissioner, the First Deputy Commissioner and one other deputy commissioner. Vacancies shall be filled by the appointing party for the balance of the term served. Each member may designate one (1) alternate. The Committee shall select a chair from among its members at each meeting. The chair of the Committee shall alternate between the members designated by the Department and the members designated by the Union. The Committee shall make its recommendations to the Commissioner and the Union in writing. This Committee shall meet at the call of either the Union or the Employer 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.

There shall be separate Labor-Management committees established to review the following issues:

Section 2 Trial Room

(a) A Labor-Management Committee shall be established to study the current trial room. This committee shall complete its work within ninety (90) days of the execution of this Agreement.

(b) The committee defined in 2(a) shall be comprised of three

(3) representatives of the Union and three (3) representatives of the Employer. This committee shall set forth its recommendations to the Union and the Employer at the conclusion of the ninety (90) day period.

Section 3. Gainsharing/Productivity

(a) A Labor-Management committee shall be established to discuss the feasibility of programs to improve the efficiency with which services are delivered by the Department. These discussions shall include, among other things, the feasibility of establishing Department Employee incentive programs such as the sharing of savings between the City, as employer, and its Employees, as represented by the Union, realized by programs involving intensified efficiency, the application of new technology or methods of cleaning, collection and disposal, the intensified utilization of equipment, the improvement of routings and scheduling and attrition of staff, without reduction of services.

(b) The committee defined in 3(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall make recommendations to the Union and the Employer.

Section 4. Recycling Program

(a) A Labor-Management committee shall be established to study various aspects of the City's recycling program, including the utilization of new technologies and equipment.

(b) The committee defined in 4(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall make recommendations to the Union and the Employer.

Section 5. Special Labor/Management Committee on Productivity

(a) The parties agree to discuss and review the existing productivity programs. This shall include in the collection program the impact of the current level of refuse and recycling, and the impact of an organic waste program. This review may result in increasing, maintaining or decreasing the number and allocation of trucks; and/or the development of associated productivity targets or a single district target.

(b) The review of the existing "dumping on shift" program will include a discussion of the gainsharing allocation and the possible expansion of the program.

Section 6. Transportation issues

The Union, The Department of Sanitation, and the City shall form a labor/management committee to discuss transportation-related issues.

Section 7. Labor Management Committee

The Department of Sanitation and the Union recognize that the nature of refuse/recycling collection has evolved over the years. Changes in collection materials, packaging and digital commerce have influenced the amount and character of material in the waste stream. Environmental goals to re-capture organics is a matter of heightened interest. Whether there should be changes in truck design to more efficiently collect material, or changes in the process for allocation of trucks or routes, raise complex concerns. Recognizing the constraints in what could be accomplished during this period of collective bargaining, this confirms that the Department and the Union will engage in Labor/Management meetings to consider modifications to the current program to reflect the changing nature of collection of refuse and recycling with the concomitant issues associated with it.

ARTICLE IX - PRODUCTIVITY PROGRAMS

New productivity programs have been instituted by the Employer which involve the Union's input and cooperation. In the event the Employer may consider other alternatives of service delivery, including managed competition, such consideration may include a review of the Department's cost effectiveness and work performed by private carters in New York City and other municipalities.

ARTICLE X - GRIEVANCES

Section 1. Grievance Representation

(a) Any grievance of any Employees within the bargaining unit shall be processed and presented solely by the duly designated representatives of the Union.

To meet with, aid or encourage any non-certified minority organization and/or group representing Employees in the civil service title of Sanitation Worker for purposes of collective bargaining or processing of grievances shall be regarded as an infringement of this Agreement.

(b) One (1) Shop Steward shall be duly designated by the Union for the following work shifts and job locations:

(i) Bureau of Cleaning and Collection: Days - One (1) Steward for each section, garage, and any other field location.

Nights - One (1) Steward for each district.

(ii) Bureau of Solid Waste Management: One (1) Steward for each shift at each field location.

(c) An agreed number of Borough Grievance Representatives duly designated by the Union shall have the right, without loss of pay, to investigate grievances in the bargaining unit, within their prescribed borough, and to process these grievances in all levels from the officer in charge of the given job location to the Borough Superintendent's level in the Bureau of Cleaning and Collection, or the Division Head level in the Bureau of Solid Waste Management.

The Union Borough Grievance Representatives, while engaged in duties as the Union's Representative, shall, when reporting to a job location, sign the prescribed time sheet and shall keep a daily record of time spent and location visited.

Any union business during work hours shall not exceed 15 minutes during work hours and shall occur immediately at the beginning or end of the shift, so as not to disrupt Department operations. Union business in excess of 15 minutes during work hours may be permitted at the discretion of the Chief of Department.

Section 2. Grievance Procedure

(a) The term "grievance" shall mean a dispute concerning the application or interpretation of the terms and provisions of this Agreement or of the terms of a personnel order of the Mayor.

(b) The grievance procedure shall be as follows:

Step 1. - The Shop Steward and the grievant shall have the right to present the grievance to the supervisor in charge of the location either before Roll Call or at the end of the lunch period of that shift. Roll Call shall not be delayed or interrupted because of the presentation of grievances. The Shop Steward shall have the right to avail himself of the services of the Borough Grievance Representative of the Union or any duly designated officer of the Union for the purpose of processing the grievance. The grievance must be presented within one hundred twenty (120) days after the grievance was discovered or reasonably should have been discovered.

Step 2. - If a grievance remains unresolved at the job location (Step 1) for three (3) working days after its presentation, the Union representative shall have the right to present the matter in dispute to the appropriate Department representative at the Borough level in the Bureau of Cleaning and Collection, or the Division level in the Bureau of Solid Waste Management. Such presentation must take place within five (5) working days after the grievance was first presented in the job location.

Step 3. - If a grievance remains unresolved at the Borough level (Step 2) in the Bureau of Cleaning and Collection or the Division level (Step 2) in the Bureau of Solid Waste Management within three (3) working days after its presentation, the duly designated officers and/or staff of the Union shall have the right to present the unresolved grievance to the respective Bureau head involved.

Step 4. - If a grievance has not been resolved within three (3) working days after its presentation to the Bureau head (Step 3), the duly designated officers and/or staff of the Union shall have the right to process the grievance with the Director of Operations or the Director's duly designated representative.

Step 5. - If the grievance has not been resolved at Step 4 within five (5) working days after its presentation, the President of the Union and/or the President's duly designated representative shall have the right to process the grievance with the Commissioner of Department of Sanitation and/or the Commissioner's duly designated representative.

Step 6. - In the event the grievance remains unresolved within fifteen (15) working days after all the steps in the procedure stipulated above have been executed the Union shall have the sole right to invoke arbitration. The arbitration shall be conducted consistent with the procedures developed by the parties under applicable law. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The decision or award of the arbitration shall be final and binding in accord with applicable law. As a condition to the right of the Union to invoke impartial arbitration as set forth in this Article, 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 rights, if any, of the Employee or Employees and/or the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

(c) Any grievance of a general nature affecting a group of several or more Employees shall be filed at the option of the President of the Union at Step 5 of the grievance procedure without resort to previous grievance steps.

(d) The City shall have the same right and the same obligation as the Union to bring to arbitration any dispute between the parties concerning any matter defined as a “grievance” herein. It is expressly understood that, notwithstanding any provision to the contrary in this Article, the City and the Union shall have identical rights and obligations with respect to arbitration.

(e) If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the Union may invoke the next step of the procedure and only the Union may invoke impartial arbitration under Step 6.

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

(g) Each of the steps in the grievance procedure, as well as time limits prescribed at each step thereof, may be waived by mutual agreement of the parties.

(h) The grievance and arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as “grievances” herein. The sole remedy for alleged violations of this Agreement shall be a grievance pursuant to this Article. 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.

(i) In the event an officer in a job location seeks to suspend a Sanitation Worker summarily, the officer cannot do so of his own accord. He must refer the recommendation to the Officer-in-charge of the Borough Office. That Officer must then try to resolve the dispute with both parties - the officer recommending the suspension and the Sanitation Worker, together with the Union representative - before ordering the suspension. The only exception to the foregoing is when there is an immediate threat of life, limb or property or an imminent violation of civil or criminal law.

ARTICLE XI - NO STRIKES

Neither the Union nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XII - APPLICATION OF CONTRACT

It is specifically understood and agreed that the terms and provisions of this Agreement and the benefits granted thereunder shall be applicable as of the effective date of this Agreement to each Employee who was and still is employed by the Employer in the title of Sanitation Worker on the date of the signing of the Waiver and Release required by this Agreement and who executes the following instruments and complies with the provisions of such instruments:

(a) A Waiver of any rights such Employee may have under Section 220 of the Labor Law in a form and manner approved by the Corporation Counsel’s Office for such purposes (see: Appendix “A”); and

(b) A Release to the City of New York in the form now used by the City for such purposes (see: Appendix “B”).

ARTICLE XIII - FINANCIAL EMERGENCY ACT

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

ARTICLE - XIV 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 XV - SAVINGS CLAUSE

Section 1.

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

Section 2.

This Agreement expresses all agreements and understandings between the parties and no other agreement, understanding or practice shall be of any force or effect.

ARTICLE XVI - CAPTIONS

Captions and Table of Contents are included for purposes of indexing.

WHEREFORE, we have hereunto set our hands and seals this 22nd day of October 2024.

CITY OF NEW YORK:

**UNIFORMED SANITATIONMEN'S ASSOCIATION,
LOCAL 831, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS:**

BY: _____/s/_____

BY: _____/s/_____

RENEE CAMPION
Commissioner of
Labor Relations

HARRY NESPOLI
President

APPROVED AS TO FORM:

BY: _____/s/_____

ERIC EICHENHOLZ
ACTING CORPORATION COUNSEL

UNIT: Sanitation Worker

TERM: December 28, 2022 through February 27, 2028

AGREEMENT made this 22nd day of October 2024 by and between the Uniformed Sanitationmen’s Association, Local 831, IBT and the City of New York for the period December 28, 2022 to February 27, 2028.

WHEREAS, it is the desire and intent of the parties to continue the two-worker collection program

NOW, THEREFORE, it is agreed as follows:

1. That the following shift differentials shall be paid by shift per individual for the operation of collection vehicles manned by two workers:

	12/28/22	12/28/23	12/28/24	12/28/25	12/28/2026
A. Side loading collection vehicles when engaged in regular collection functions	\$46.76	\$48.28	\$49.97	\$51.72	\$53.79
B. Rear loading “20 yd ³ ” collection vehicles when engaged in side loading collection districts.	\$46.76	\$48.28	\$49.97	\$51.72	\$53.79
C. Rear loading “20 yd ³ ” collection vehicles when engaged in regular collection operations	\$46.76	\$48.28	\$49.97	\$51.72	\$53.79
D. Rear loading “25 yd ³ ” collection vehicles when engaged in regular collection operations.	\$56.16	\$57.99	\$60.02	\$62.12	\$64.60
E. Cut down” collection vehicles engaged in bulk collection; Rear loading vehicles assigned to “basket” collection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. “EZ Pack” collection vehicles, when engaged in paper/ cardboard and metal/glass/plastic recycling operations.	\$31.78	\$32.81	\$33.96	\$35.15	\$36.56
G. “Route Extension” Differential under previous contract	\$16.44	\$16.97	\$17.56	\$18.17	\$18.90

2. That the collection shift differential be paid on those shifts a Sanitation Worker actually performs collection functions on a

collection vehicle manned by two workers which excludes payment for such days not worked as holidays, annual leave, sick and terminal leave.

Further, it is agreed that the foregoing standard shall be implemented in accordance with the "Agreed Upon Productivity Standard" described in the Memorandum of Robert Shrank to Bruce McIver and Jack Bigel dated June 30, 1981. Consistent with current policy the standards will be established for the Districts and may be reviewed by the parties at regular quarterly intervals after the implementation of the program in the District.

3. That, effective March 1, 1992, collection shift differential earned in the previous year shall be pensionable and shall be treated for pension purposes in the same manner as the night shift differential. Deductions for pension contributions will be made on all shift differential payments
4. That from the date of implementation of this agreement through January 19, 2019, the collection shift differential shall be included in the rate for all purposes (except as otherwise provided in paragraphs 2, 3(a) and 3(b) above) and, as of July 1, 1982 shall be increased by any general wage increases negotiated on or after that date.
5. That the Tripartite Dispute Resolution Panel formed pursuant to the Kelly Impasse Award dated December 10, 1980, except as modified in the 1991-95 collective bargaining agreement, shall continue and shall hear and decide any and all disputes arising out of the implementation of this two-worker sanitation collection vehicle program.
6. The City will continue to utilize its best efforts to maintain the sanitation cleaning and collection workforces so that adequate levels of service can be provided. The City recognizes that the workforce engaged in collection will be at a reduced level after full implementation of current productivity programs. The City within the context of its fiscal condition will seek to maintain an adequate workforce for purposes of cleaning and collection. The City will meet and discuss with the Uniformed Sanitationmen's Association when the net uniform attrition of Employees engaged in cleaning and collection in the Sanitation Department is anticipated to be more than the Citywide average in any fiscal year. Such discussions will include an explanation of the reasons for such action, an examination of the workload impact on the remaining uniform workforce, and possible alternative actions. Furthermore, there will be no layoffs at any time as a result of implementation of the extension of the two-worker truck program to the entire department.
Further, it is the understanding of the parties that while the foregoing paragraph on Workforce indicates the City's intent regarding cleaning and collection, it does not give rise to any rights or liabilities that are not already contained in contract or law.
7. In converting each District to two-worker operation the Department has used equipment of the same type as that used previously. The Department has, however, reserved the right to deploy trucks of different types in circumstances such as holiday weeks, snow and the like. In the event the Department seeks to deploy trucks of different type in other circumstances and cannot obtain the consent of the District Labor-Management Committee, the issue shall be presented for expeditious resolution by the Tripartite Committee. The parties understand and agree that the foregoing shall not limit the Department in the deployment of bulk and alley trucks with two men and with the payment of a differential equal to that applicable to the side loading vehicle.
8. That there shall be established a joint health committee that shall call upon a mutually agreed upon industrial health specialist to examine and report on health and safety issues relating to the two-worker operation of sanitation collection vehicles.
9. The parties shall continue to operate Labor-Management committees at the district level to deal with implementation of the extension of this two-worker collection program. Furthermore, the parties shall continue to utilize the contractual Labor-Management forum to pursue other productivity measures which may be applicable to other areas of the Department.
10. An equipment committee shall be established to assist in the Department's purchase or modification of collection vehicles. This committee shall include an equal number of representatives from the Department and the Union, and such other individuals as shall be mutually agreed upon.

11. This agreement shall constitute part of the collective bargaining agreement entered into between the parties for all purposes.

Dated: October 22, 2024

New York, New York

CITY OF NEW YORK,

UNIFORMED SANITATIONMEN'S ASSOCIATION,

/s/

/s/

By: Renee Campion

By: Harry Nespoli

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

Dear Mr. Nespoli:

This side letter amends the productivity initiatives side letter with regard to the applicable rates at follows:

"Refuse and Recycling" collection vehicles when engaged in regular collection operations under the 8.2 TPTS program.	<u>Effective Date</u>	<u>Amount</u>
	12/28/22	\$2.97
	12/28/23	\$3.07
	12/28/24	\$3.18
	12/28/25	\$3.29
"Dump-on-Shift" when engaged in regular collection and recycling operations.	12/28/26	\$3.42
	<u>Effective Date</u>	<u>Amount</u>
	12/28/22	\$7.49
	12/28/23	\$7.73
	12/28/24	\$8.00
"Roll-on/Roll-off" collection vehicles when engaged in one-person collection operations.	12/28/25	\$8.28
	12/28/26	\$8.61
	<u>Effective Date</u>	<u>Amount</u>
	12/28/22	\$119.98
	12/28/23	\$123.88
All other provisions of the letter shall remain unchanged.	12/28/24	\$128.22
	12/28/25	\$132.71
	12/28/26	\$138.02

If the above accords with your understanding, please execute the signature line below.

Very truly yours,
/s/
Renee Campion
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: /s/
Harry Nespoli
President

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This is to confirm that the City of New York, as employer of the bargaining unit Sanitation Workers (the "Employer"), agrees, in accordance with applicable law, that any conversion of the function(s) of the Department of Sanitation to any public authority established by or at the request of the Mayor, City Council or other Governmental body, insofar as such functions pertain to that bargaining unit, shall be conditioned upon the public authority's acceptance of (i) its obligation to recognize and bargain with the Uniformed Sanitationmen's Association, Local 831, IBT (the "Union") and (ii) the terms of the then existing collective bargaining agreement between the Employer and the Union for the remainder of that agreement's effective period.

Very truly yours,
/s/
James F. Hanley
Commissioner

Agreed and Accepted on Behalf
of Local 831, IBT
BY: /s/
Harry Nespoli
President

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

Mr. Harry Nespoli President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli

This is to confirm our mutual understanding and agreement regarding the legislation enacted providing Tiers Two and Four Sanitation Workers, represented by the Uniformed Sanitationmen's Association ("USA"), with half pay pension after twenty (20) years of service and the right to vest after fifteen (15) years of service.

Said Sanitation Workers shall be required to make additional pension contributions in the amount of 5.35%, effective July 1, 1992. These additional amounts shall not be subject to social security offset or loans.

There shall also be an additional employee contribution of .55% of payroll to fund the increased cost of health insurance and welfare fund coverage for this new category of retirees. These amounts shall be paid into a separate fund maintained for this purpose.

In no event shall the enabling legislation result in a variation of the agreement between the City and the Uniformed Sanitationmen's Association

In the event that any provision of the enabling legislation once enacted into law shall for any reason be adjudged to be invalid or unconstitutional by a Court of competent jurisdiction, the above agreement shall cease nunc pro tunc and the parties shall be required to negotiate a new agreement.

It is further agreed and understood that this legislation shall also apply to Uniformed Sanitation employees outside the bargaining unit.

If the above accords with your understanding, please execute the signature line provided below:

Very truly yours,
/s/
James F. Hanley
Commissioner

Agreed and Accepted on Behalf
of Local 831, IBT

BY: /s/
Harry Nespoli
President

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

February 26, 2016

Harry Nespoli President
Uniformed Sanitationmen's Association
International Brotherhood of Teamsters, Local 831
25 Cliff Street
New York, New York 10038

Dear Mr. Nespoli:

This letter is to memorialize what was discussed at the February 11, 2011 meeting with respect to the Work Experience Program ("WEP") participants at the City of New York, Department of Sanitation ("DSNY").

The City of New York shall convert all full-time equivalent (FTE) WEP positions at DSNY (currently 250 FTEs) to the title of Job Training Participant (Per Diem) ("JTP"), Title Code No. 80633, pursuant to the side letter agreement with District Council 37, dated February 16, 2016.

No more than the 250 FTE WEP positions will be converted to JTP positions, and there will be no change in job assignments and duties for these employees. DSNY will operate the program in accordance with its current structure.

Very truly yours,
/s/
Robert W. Linn

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association Local 831, IBT
23-25 Cliff Street
New York, New York 10038

Re Study of Feasibility of DSNY Performing
Commercial Refuse Removal in Residential
Buildings

Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement that the City and the Union will study the feasibility of the Department of Sanitation's performing commercial refuse removal functions in residential buildings.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,
/s/
James F. Hanley

Agreed and Accepted on Behalf
of Local 831, IBT
/s/
Harry Nespoli
President

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street,
New York, New York 10028

Dear Mr. Nespoli:

A Labor-Management Pension Committee will be established to investigate pension enhancement legislation for eligible Sanitation Workers.

The Committee will analyze the actual costs and additional contribution rates required to provide this benefit without any cost to the City.

Upon mutual acceptance of the Committee's recommendations, including plan design and costs, the parties agree to jointly support the legislation necessary to implement the benefit changes.

If the above accords with your understanding, please execute the signature line below.

Very truly yours,
/s/
James F. Hanley

Agreed and Accepted on Behalf
of Local 831, IBT
BY: /s/
Harry Nespoli
President

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

March 3, 2017

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

There will be an assignment differential, not to exceed 12% above the basic maximum salary, payable in accordance with the schedule shown below, to certain Sanitation Workers detailed on "special assignment" in the Citywide Transportation Unit (CTU) upon satisfactory completion of a twenty-four month review period in CTU.

Criteria:

- Employee must have 24 months of satisfactory service in CTU before eligibility begins for differential
- Special Assignment is revocable without review/appeal; non-transferable, i.e., at Commissioner's discretion; assignment differential ends when assignment ends
- Employee must maintain all licenses, certifications, etc. required during assignment to CTU

"Special Assignment" - CTU	
after 6 months	3%
after 12 months	6%
after 18 months	9%
after 24 months	12%

Very truly yours,
/s/
Robert W. Linn
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT
BY: /s/
Harry Nespoli
President

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Re: Agreement covering the period from March 2, 2007 through September 20, 2011

Dear Mr. Nespoli:

If another uniformed collective bargaining unit has an adjustment mode to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering March 2, 2007 through September 20, 2011 which results in a greater percentage wage increase, then, at the Uniformed Sanitationmen's Association's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment - through the final steps of the bargaining process.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,
/s/
James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT
BY: /s/
Harry Nespoli
President

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

November 21, 2016

RE: Sick Leave Program

Dear Mr. Nespoli:

In light of the successful Sick Leave Pilot Program, regarding reduction of chronic sick leave absenteeism, set out in the June 17, 2009 letter agreement related to Index No. 117281/01, this letter now confirms the parties' agreement to continue the program as part of the Collective Bargaining Agreement as follows:

(1) The Department will not apply or enforce those portions of PAP 2007-04 relating to the "Chronic Sick" category challenged in the above-referenced suit. No Sanitation Worker will be designated as falling within that category for the duration of this program. PAP 2007-04 shall be amended to specify that an employee who abuses sick leave may be subject to discipline up to and including termination. Such amendment shall remain in place for the length of this program.

(2) The Department will create a monthly list of Sanitation Workers who have twelve (12) or more incidents of sick leave use or fifty (50) or more sick days in the trailing twelve-month period. The Department will exclude from the list those Sanitation Workers for whom a meaningful portion of the 12 or more incidents or 50 or more days is related to an identifiable injury or ailment resulting in hospitalization. Additionally, it is agreed that an absence attributable to an injury such as a broken leg or broken arm will not be included in the count of sick days or sick leave incidents for purposes of creating the monthly list pursuant to this paragraph and paragraph (3) of this agreement.

(3) The Department will, each month, provide the Monthly Sick List described in (2) above to the Union along with any information reasonably necessary for the Union to counsel the individuals on the list with regard to their use of sick leave. If the Department provides the Union with medical information regarding a Sanitation Worker, the Sanitation Worker will be asked to sign a release authorizing such medical information to be forwarded to the Union.

(4) The Union will, as part of the program, counsel the individuals on the Monthly Sick List as to appropriate use of sick leave.

(5) Nothing shall prevent the Department's Medical Division from conducting an initial interview with an employee regarding the use of sick leave, provided that the Union is notified of the meeting and the results are documented and sent to the Union.

(6) If an employee whose name appears on a Monthly Sick List utilizes, in the Department's determination, a significant amount of sick leave subsequent to being counseled by the Union, the Department may seek a joint counseling session with the

Sanitation Worker and the Union. The Department and the Union shall work together to coordinate the scheduling of such joint sessions.

(7) Any Sanitation Worker who is jointly counseled by the Department and the Union will be provided with and asked to sign a Notice of Counseling form with the parties' understanding that such signature will not constitute an admission of any wrongdoing by the signing Worker. The Notice will provide that the Worker met with the Union and the Department on a particular date to discuss the appropriate use of sick leave and that the Department notified the Worker that should disciplinary charges be brought and a hearing officer ultimately determine that an abuse of sick leave had occurred, the Worker may be subject to discipline up to and including termination.

(8) If an employee who has been jointly counseled utilizes, in the Department's determination, a significant amount of sick leave subsequent to being jointly counseled by the Department and the Union, the Department may seek another joint counseling session with the Sanitation Worker and the Union and/or refer the Sanitation Worker to an appropriate third-party physician on the Medical Panel previously established by the Department and the Union to resolve any disputes between the Medical Division and Sanitation Worker's treating physicians regarding fitness for duty.

(9) The Department and the Union will jointly evaluate the existing makeup of the Medical Panel to determine if an additional doctor in any particular specialty need be added to reasonably effectuate the ongoing program. If so, the Department will suggest such additions to the Panel by providing the credentials of the additional doctor to the Union for evaluation. If the Union believes the credentials of the Third Party Doctor to be inappropriate to his or her designated specialty (understanding that it cannot unreasonably withhold consent), the Union shall so inform the Department in writing and the Department shall select a different Third Party Doctor whose credentials will be subject to the same review and approval by the Union. The parties agree that a Board-Certified physician is presumptively qualified to serve on the Medical Panel in his or her specialty.

(10) The Department shall pay the cost of having the Medical Panel Doctor examine the Sanitation Worker. If the Medical Panel Doctor determines that medical tests are necessary to evaluate the health of the Worker, the Panel Doctor and/or the Department's Medical Division will contact the Worker's treating physician regarding such tests. The treating physician will be asked to perform or arrange for the requested tests. With regard to any such tests, the Department will, in the first instance, look to the Sanitation Worker's health insurance provider for payment. If the insurer will not agree to pay for all or part of the tests, the Department will determine whether it will. The Sanitation Worker will not be asked or be required to personally pay for part or all of any such tests. Where the Department opts not to pay for the tests, the absence of such tests may not be used to prejudice the position of the Sanitation Worker or the Department.

(11) In conjunction with the referral of any Sanitation Worker to a Medical Panel Doctor, the Sanitation Worker will be requested to provide a Health Insurance Portability and Accountability Act ("HIPPA") compliant release permitting the Medical Panel Doctor to review the Sanitation Worker's medical files maintained by the Department and any doctor who treated the Worker within the past 24 months as well as any other medical file deemed relevant by the Medical Panel Doctor. The Medical Panel Doctor shall provide his or her findings to the Department and the Sanitation Worker will be asked to sign a HIPPA compliant release allowing the Department to forward the findings or the Medical Panel Doctor to the Union. Any such findings will be held as confidential by the Department and the Union, except that should the Department pursue disciplinary charges against the Sanitation Worker for abuse of sick leave, any such findings may be introduced as evidence before the Office of Administrative Trials and Hearings ("OATH"). Counsel for the parties may discuss how any such findings will be released and kept confidential.

(12) This agreement may not be modified or orally changed and may be amended only by an agreement signed by both parties.

Assuming the above recitation comports with the parties' understandings, please acknowledge agreement as set out below.

Very truly yours,

/s/

Robert Linn Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

/s/

BY: Harry Nespoli
President

Uniformed Sanitationmen's Association

LOCAL 831
affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



August 17, 2016

HARRY NESPOLI
President

DENNIS SCHOCK
Vice-President

MICHAEL BOVE
Secretary-Treasurer

THOMAS
BACIGALUPO
Recording-Secretary

WILLIAM CORCORAN
Trustee

JAMES PARKER
Trustee

RONALD PRATTIS
Trustee

Kathryn Garcia
Commissioner
N.Y.C. Department of Sanitation
125 Worth Street
New York, N.Y. 10013

Dear Commissioner Garcia,

Gascard Program Letter

This letter will confirm our understanding regarding the EJWard/WEX Gascard Program and the issuance of Gascard PIN numbers to Sanitation Workers. The use of Gascard PIN numbers shall be limited as follows:

(1) Gascard PIN numbers shall be utilized solely for purposes of the EJWard/WEX Gascard Program;

(2) Gascard PIN numbers shall first be issued to all Sanitation Workers assigned to Gas and Oil or Garage Utility Posts, prior to being assigned to Sanitation Workers in other assignments;

(3) All Sanitation Workers issued a Gascard PIN shall be instructed in proper usage of them;

(4) Sanitation Workers assigned to Gas and Oil or Garage Utility posts shall continue to be responsible for fueling vehicles in the garages;

(5) a Sanitation Worker assigned to duties other than Gas and Oil or Garage Utility posts shall only be required to fuel a vehicle when no gas and Oil or Garage Utility personnel are available (for e.g., on certain night shifts), or when such Gas and Oil or Garage Utility personnel are fully engaged in maintenance tasks;

(6) except in extraordinary circumstances, Sanitation Workers shall not be ordered to fuel vehicles in the field at other than Department of Sanitation facilities, and with the exception of fueling at established CNG locations.

It is further understood that current staffing levels of Gas and Oil and/or Garage Utility posts shall be maintained and the fueling procedures and requirements of the EJWard Fuel/WEX Gascard Program will in no way reduce those numbers.

This letter shall constitute part of the agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Sincerely,

/s/

Katherine Garcia

Sincerely,

/s/

Harry Nespoli

25 CLIFF STREET, NEW YORK, N.Y. 10038-2820 - PHONE (212) 964-8900



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/ Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

The Roll-on/Roll-off trucks will be added to the list of permanent special assignments contained in Article VI, Section 4, of the collective bargaining agreement.

The following procedures are to be implemented when the new productivity program for the Roll-on/Roll-off becomes effective:

The former Auxiliary Field Force employees currently assigned as Roll-on/Roll-off operators and not displaced by the reduction from two workers to one worker pursuant to this program, will be first to operate their assigned vehicles at their location, subject to Article VI, Section 4 of the currently effective collective bargaining agreement. Any available tissue openings at a location shall be filled by seniority.

The most senior available Sanitation Worker who has a Roll-on/Roll-off tissue in a District shall have the opportunity to bid for available Roll-on/Roll-off assignments in that District.

Roll-on/Roll-off truck assignments shall be made first by A.F.F. personnel then by seniority from among the Sanitation Workers assigned to these vehicles.

If a location with an assigned Roll-on/Roll-off truck has no available former A.F.F. crew member to back-fill or replace a Roll-on/Roll-off truck operator, then the provisions of Article VI, Section 4, would be utilized to fill the assignment.

After the foregoing has been complied with, all future permanent special assignments will be filled in accordance with the provisions of Article VI, Section 4, of the collective bargaining agreement.

Completely new members assigned will receive eight (8) days training: five (5) at the Training Division, three (3) on the job.

ROLL-ON/ROLL-OFF ASSIGNMENT PROTOCOL

This letter shall subject to the currently effective collective bargaining agreement between the City of New York and Local 831 IBT and constitute part of the Agreement entered into between the parties.

Very truly yours,

/s/

Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831

**sanitation**

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This will confirm the Department of Sanitation's intention to apply the following procedure for lunch time truck diversion.

Where the need arises to divert a collection truck and crew to another area at lunch time, seniority will prevail for the loaders. Seniority will not prevail for the operator, unless the truck is diverted out of the district. This procedure shall only apply at the specific lunch location, wherever it is that day, that the officer and crew are present.

This letter shall constitute part of the Agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,

/s/
Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831

**sanitation**

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

Please be advised that Sanitation Workers will not be moved between locations to replace Sanitation Workers on the same shift who have been temporarily transferred to another location.

This letter shall constitute part of the agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,

/s/
Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831

**sanitation**

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

The Department of Sanitation expects that, except as provided below, there should be no further need for cancellation of chart days off provided that the number of volunteers does not decrease.

Further provided that fifty percent (50%) of the Sanitation Workers scheduled to be off on Mondays as a chart day will be subject to mandatory chart day cancellation.

Further provided that in the event of snow or other emergency, all chart day off cancellations will be on a mandatory basis.

This letter shall constitute part of the Agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,

/s/
Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831

**sanitation**

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This will confirm our understanding that the "minimum qualifications" and "four week training and evaluation period" referred to in Article VI, Section 4 (b)(ii) shall apply only to employees newly transferred to the Bureau of Solid Waste Management and shall not apply to assignments in the Bureau of Cleaning and Collection or to employees presently assigned to the Bureau of Solid Waste Management.

Very truly yours,

/s/
Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

Please be advised that, notwithstanding the provisions of Article VI, Section 4(b)(iii), work assignments outside of location ordered after the beginning of a shift shall first be offered on a seniority basis to employees who are not presently involved in their assignments and are physically available. If a sufficient number of employees have not volunteered, inverse seniority among employees then available shall be utilized to determine such work assignments.

This letter shall constitute part of the Agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,
/s/

Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This letter is to confirm our understanding with respect to the Union's position on certain issues raised during collective bargaining on October 7, 2005, between the City of New York and Local 831 IBT.

The language of Article VI, Section 2(d), which provides for an emergency list also states that if there is no emergency list in a district the "... regular established Sunday and Holiday list..." will be used for emergencies subject to call in and reporting requirements of the subsection

The issue of a requirement that Sanitation Workers call their assigned work location when an emergency occurs can be satisfied with notification by the Department, through radio and television media, with an announcement that Sanitation Workers are to contact their respective work location for such assignment as may be required. This would be sufficient notice to the employees that they are required to call in.

The letter shall be subject to the currently effective collective bargaining agreement between the City of New York and Local 831 IBT and constitute part of the Agreement entered into between the parties.

Very truly yours,
/s/

Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831



sanitation

Kathryn Garcia
Commissioner

Kathryn Garcia
Commissioner
125 Worth Street
7th Floor/Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This letter is in response to your inquiry concerning the target for payment of the "Dump-on-Shift" differential prior to the Staten Island Transfer Station becoming operational.

Until the Staten Island Transfer Station becomes operational the target for dump on shift is 44.6%. When the Staten Island Transfer Station becomes operational the target will revert to the contractually required 45.6% for dumping on shift.

Should you have any other questions on the matter please do not hesitate in contacting me.

Very truly yours,
/s/

Kathryn Garcia
Commissioner

c: Robert Linn, Commissioner, Office of Labor Relations
Dennis Diggins, First Deputy Commissioner
Dan Hagevik, Director of Labor Relations
Alan M. Klinger, Esq., Counsel for Local 831

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

June 28, 2018
Harry Nespoli, Chair
Municipal Labor Committee
125 Barclay Street
New York, New York

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 - 2021:
 - a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
 - i. \$200 million in Fiscal Year 2019;
 - ii. \$300 million in Fiscal Year 2020;
 - iii. \$600 million in Fiscal Year 2021, and
 - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
 - b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to l(a)(i), l(a)(ii), l(a)(iii) above. For example:
 - i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years'

- savings targets under l(a)(i) and l(a)(ii).
- ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under l(a)(i), l(a)(ii), l(a)(iii).
 - iii. In any event, the \$600 million pursuant to l(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.
- c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under l(a)(iv) above.
 - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
 - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under l(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).
2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
 - a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
 - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
 3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II, and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.
 4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
 5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
 - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
 - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
 - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
 - d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
 - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
 - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
 - g. Potential RFPs for all medical and hospital benefits.
 - h. Status of the Stabilization Fund.
- The Committee will make recommendations to be considered by the MLC and the City.
6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
 7. In the event of any dispute under sections 1-4 of 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 Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
 - a. Such dispute shall be resolved within 90 days.
 - b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
 - c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.

- d. The parties shall share the costs for the arbitrator (including Committee meetings),

If the above conforms to your understanding, please countersign below.

Sincerely,
/s/
Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee
BY: /s/
Harry Nespoli, Chair

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

- 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.
- Such dispute shall be resolved within 90 days.
- The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- 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.
- 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.
- The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,
/s/
Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: /s/
Harry Nespoli, Chair

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, New York 10038

Dear Mr. Nespoli.

The Uniformed Sanitationmen's Association, Local 831, IBT ("the Union") and the City of New York ("the City") (together, the "Parties") mutually understand and agree that the general wage increases, the new supplemental payments to the Uniformed Sanitationmen's Association Compensation Accrual Fund, and the new productivity differentials are funded, in part, through savings to be achieved through increased productivity and other cost-savings mechanisms including the new salary schedule for new hires.

The Parties mutually agree that should the productivity initiatives set forth in the new 10.7 tons refuse and 6.2 tons recycling Tons Per Truck Shift Program and/or the Dumping-on-Shift Program and/or the One-Worker Roll-on/Roll-Off Program fail to achieve the savings agreed upon herein to fund the 1.3% wage increases in this and subsequent collective bargaining agreements, the Parties agree to meet and confer to evaluate whether or not operational changes may be made to facilitate achieving the agreed-upon savings. Should such savings not be able to be realized, the Parties agree to consider new or alternative funding mechanisms to address any shortfall(s) in projected savings. In the event that the parties are unable to agree, the matter shall be submitted to the Tripartite Dispute Resolution Panel formed pursuant to the Kelly Impasse Award dated December 10, 1980 (the "Tripartite Panel") for resolution.

The Parties agree that the program will be reviewed periodically after implementation and thereafter excluding the four (4) month break-in period. The Parties will meet to discuss changes in productivity standards and/or shift differentials or other forms of compensation, if the agreed upon standards are exceeded or are not met. Any disagreements, not otherwise precluded by the parties' collective bargaining agreement and/or by prior decision or law, will be determined by the Tripartite Panel.

Refuse and Recycling Targets

In accordance with Section 9 of the Two-Worker Truck Agreement, the Parties have mutually agreed to have the Citywide and local district labor management committees recalibrate the Citywide target average tons per truck shift in the refuse collection and recycling programs to 10.7 tons per truck shift for refuse collection and to 6.2 tons per truck shift for recycling collection, respectively.

Individual district goals will be established for each program after the Sanitation Department (the "Department") and the Union, through the Citywide and district labor management committees, reach agreement on the individual district goals.

The Citywide target may be more (or less) than the 10.7 refuse/6.2 recycling tons per truck shift subject to the agreement of the Parties, and the number of truck shifts shall be adjusted accordingly.

The Parties agree to eliminate the 4.8, 5.4, and 7.2 targets for recycling and the 10.6 target for refuse. The Parties recognize that there are now two components of the collection productivity differentials, one for the underlying "two worker truck" program as indicated in the Two-Worker Truck Agreement Paragraphs 1.A. through F), and one for the new 10.7 tons per truck shift for refuse collection and the 6.2 tons per truck shift for recycling collection target that combines the payment provided under Paragraph G with the supplemental payment to the Uniformed Sanitationmen's Association Compensation Accrual Fund. It is therefore possible for a Sanitation Worker to receive neither component, only the "two-worker truck" component, or both the "two-worker truck" component and the new 10.7/6.2 "combined" component.

The docking trigger for the 10.7/6.2 combined component is 10.7/6.2, and the docking trigger for the "two-worker truck" component, is 10.1/6.0.

The 10.7 tons per truck shift for refuse collection and the 6.2 tons per truck shift for recycling collections, as well as the 45.6% of trucks dumped on shift, are the agreed upon targets to be reached for the new tons per truck shift and dumping-on-shift programs.

It is agreed that the Citywide bank for refuse and recycling will be used to address unexpected circumstances and temporary difficulties in a district. If the district 2% bank is frequently exceeded, then the Department and the Union shall meet promptly to resolve the truck shift issue in the affected district while maintaining the Citywide 10.7 and 6.2 tons per truck shift targets. The number of trucks assigned on a holiday shall have no effect on the bank for that week.

The parties agree to review the adequacy of the "banks" on a district-by-district basis.

The Parties have mutually agreed that the combined differential for the 10.7 and 6.2 collection targets consists of the component indicated in Paragraph 1.G of the Two-Worker Truck Agreement and a separate contribution in the flat amount of \$2.00 per qualifying shift to be paid to the Uniformed Sanitationmen's Association Compensation Accrual Fund (the "Supplemental Payment"). The \$2.00 per shift Supplemental Payment shall be adjusted by future across-the-board increases, if any, but the Supplemental Payment shall not be subject to any premium payments. Eligibility for payment will begin in a district once the district begins the new program. The Supplemental Payment component will be paid on a standard four-week cycle subject to a determination that the standards for receiving the payment have been met.

If the tons per truck shift targets for a given District are unmet, the combined differential shall be paid provided that the District has met its targeted number of truck shifts and the new routes, designed to achieve a Citywide average of 10.7 tons per truck shift for refuse and 6.2 tons per truck shift for recycling, have been completed.

The supplemental Payment shall not be paid to any member subject to the established docking procedure unless and until the employee appeals such decision and such appeal is upheld

"Refuse and Recycling" collection vehicles when engaged in regular collection operations under the 10.7/6.2 TTS programs.	Effective Date	Amount
	03/02/07	\$2.14
	03/02/08	\$2.23
	08/21/09	\$2.32
	08/21/10	\$2.41

Dumping-on-Shift Targets

The Parties have mutually agreed to a new program for

refuse and recycling crews that shall be part of a comprehensive productivity agreement, the purpose of which is to establish new performance measurements for attaining savings to be derived from "dumping on shift" and to provide a differential payment for achieving and maintaining those performance standards.

The Citywide and district targets and cut-off times will be adjusted through labor management committees as is the current practice. The productivity program assumes that a "dumping-on-shift" performance standard of at least 45.6% (combined standard for refuse and recycling) shall be maintained. The Parties agree that payment will be made based on a weekly target of 45.6% of loads dumped on shift as long as a floor of 40% is attained Citywide. The floor of 40% is intended to address circumstances and difficulties that may occur. When the 40% floor is not attained Citywide (excluding non-normal operations, e.g. snow and transfer station issues), the differential payment will not be paid to any employee for that week. The Union may appeal such a decision to the Tripartite Panel.

The Parties have mutually agreed that a new differential in the amount \$5.00 per qualifying shift will be paid for each dump made on shift (only one payment shall be made for a split-body truck) when the route is cleaned. Eligibility for payment will begin during the initial monitoring period of four (4) months. During the four month monitoring period, the Parties agree to a trial program in which supervisors in the district, after consultation with the designated shop steward, shall determine which sections and trucks will be sent to the dump site first if they have finished the route.

The dumping-on-shift differential shall not be paid if the route is incomplete except as otherwise provided below. The "dump-on-shift" differential payment shall be paid in all cases where the employee is dispatched to dump by assigned supervision. Payment shall not be made for exigencies such as, but not limited to, longer term operational issues such as a facility being closed for an extended period of time and/or going off-line in which case the program shall be suspended in the affected location(s).

Any Sanitation Worker who has been denied the "dump-on-shift" differential pursuant to this Agreement shall have the right to appeal the denial to a review committee consisting of the First Deputy Commissioner or designee(s) and the President of Local 831, IBT, or designee(s). If the matter is still unresolved, the Union may appeal the Employer's determination to the Tripartite Panel for a hearing to be held within forty-eight (48) to seventy-two (72) hours of the Department's notification to the Sanitation Worker pursuant to the provisions of Article VII of the collective bargaining agreement between the City of New York and the Uniformed Sanitationmen's Association, Local 831, IBT, covering the period from November 23, 2002 to March 1, 2007 (the "Collective Bargaining Agreement")

The standards to be established Citywide and for the Boroughs under the new productivity program shall be reviewed (monitored) at regular quarterly intervals, or at the request of either Party, after the implementation of the program to determine whether or not the agreed upon targets are continuing to be met. The Parties shall promptly meet and make any necessary adjustments to ensure continuing savings are being attained.

The "dumping-on-shift" differential 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. The differential shall be adjusted by future across-the-board collective bargaining increases, if any, and it shall be subject to any premium payments. The differential shall be pensionable consistent with applicable law. Eligibility for the "dumping-on-shift" differential will begin in a District once the District begins the new program.

This agreement shall not supersede the provisions or Article VII Sections 1 (a), 2 (a) and 3 of the Collective Bargaining Agreement.

"Dumping-on-Shift" when engaged in regular collection and recycling operations	Effective Date	Amount
	03/02/07	\$5.37
	03/02/08	\$5.58
	08/21/09	\$5.80
	08/21/10	\$6.03

Roll-on/Roll-off Program

The parties have mutually agreed to a new program - a "Roll-on/Roll-off" productivity agreement using one Sanitation Worker in place of a two Sanitation Worker crew on certain "Roll-on/Roll-off" vehicles to be determined by the Department, without any reduction in current productivity standards. Any changes will be discussed through the labor-management committee created through the

productivity programs (the "Labor-Management Committees").

Current assigned locations shall remain the same unless changed through the Labor-Management Committees.

The Parties have mutually agreed that a new differential in the amount of \$80.00 per qualifying shift will be paid in the same manner as other differentials. Current productivity standards shall be maintained.

The "Roll-on/Roll-off" differential 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. The differential shall be adjusted by future across-the-board collective bargaining increases, if any, and shall be subject to any premium payments. The differential shall be pensionable consistent with applicable law. Eligibility for the "Roll-on/Roll-off" differential will begin in a District once the District begins the new program

The "Roll-on/Roll-off" vehicles will be added to the list of permanent special assignments contained in Article VI, Section 4 (c) and treated in accordance with the provisions of such Article for all subsequent assignments to such vehicles.

The current side letter concerning "Roll-on/Roll-off" assignments is hereby rescinded and is replaced by the terms of a new side letter (attached)

This agreement is subject to the terms of the currently effective collective bargaining agreement between the City of New York and Local 831 of the International Brotherhood of Teamsters.

"Roll-on/Roll-off" collection vehicles when engaged in one-person collection operations.	Effective Date	Amount
	03/02/07	\$85.82

03/02/08	\$89.25
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08/21/09	\$92.82
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08/21/10	\$96.53
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Any dispute, controversy, or claim not otherwise precluded by the parties' collective bargaining agreement and/or by prior decision or law concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this agreement shall be submitted to the Tripartite Panel.

If the above accords with your understanding, please execute the signature line below

Very truly yours,
/s/
James F. Hanley

Agreed and Accepted on Behalf
of Local 831, IBT
BY: /s/
Harry Nespoli
President

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

May 5, 2020

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, New York 10038

Dear Mr. Nespoli:

The City reaffirms its commitment to the existing parity relationship between the uniformed forces of Police, Fire, Correction, and Sanitation, which is measured at the basic maximum salary.

Very truly yours,
/s/
Renee Campion



sanitation

Jessica S. Tisch Commissioner

October 26, 2023

Mr. Harry Nespoli President
Local 831 IBT
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This letter serves to confirm the Department of Sanitation's assignment practices for the Highway Cleaning Unit. Seniority shall be the basis for permanent assignment to the Highway Cleaning Unit. Employee transfers into or out of the Highway Cleaning Unit will be in accordance with established transfer procedures, wherein seniority shall be the basis for permanent assignment.

The employees of the Highway Cleaning Unit may be assigned on a borough-wide basis when performing highway cleaning functions, including but not limited to: arterial highway main roadway sweeping; arterial on/off ramp sweeping; arterial highway on/off ramp litter removal; and litter removal on arterial highway main roadways. Employees may be required to perform out-of-town work and night shifts within the Highway Cleaning Unit in accordance with established out-of-town and night work procedures.

Sincerely,
/s/
Jessica Tisch

125 Worth Street, 7th Floor New York, NY 10013 nyc.gov/dsny

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

Harry Nespoli
President
Uniformed Sanitationmen's Association, IBT Local 831
25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This side letter amends the productivity initiatives side letters as follows:

The parties agree that citywide start truck targets will be set in April each year based on the average of the actual tonnage from the previous two years and the 8.2 TPTS citywide target, as illustrated by the formula below.

$$\text{Weekly finish trucks} = \frac{\text{Average weekly tons in previous two fiscal years}}{8.2 \text{ TPTS}}$$

It is understood that this new target represents all curbside collection streams to be collected and replaces the separate targets. The new targets will first be set in April 2024.

Individual district goals will continue to be established through the Citywide and district labor management committees, which shall reach agreement on the individual district goals.

The Department will adjust truck allotments when normal operations are disrupted by snow, holiday, or other unusual occurrence that requires a significant department ordered diversion of regular collection activities. In such circumstances, the adjusted number of trucks ordered will not be included in the truck calculations.

The parties acknowledge that, from time to time, the Department may alter its multi-stream collection programs as a result of policy shifts, changes in equipment/technology and/or legislation. Where such change could materially impact the operation of this program, the parties will meet to discuss such impact.

If the above accords with your understanding, please execute the signature line below.

Sincerely,
/s/
Renee Campion

Agreed and Accepted on Behalf of Local 831, IBT
/s/
Harry Nespoli
President

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>
September 11, 2024

Harry Nespoli
President
Uniformed Sanitationmen’s Association,
IBT Local 831
25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This side letter serves to confirm the parties’ agreement regarding certain procedures to be employed under the 8.2 tons per truck shift (TPTS) productivity standard.

The Department Operations Order 2024-03 shall apply in circumstances where the productivity standards are not met. In such circumstances, the Chief of Department will notify the President of Local 831, or their designee, that crews in one or more Districts may have their truck differentials docked due to failure to complete their routes. The Department and the Union shall meet within one (1) calendar day of notification and seek to resolve the challenges in the affected district.

The Union shall have up to five (5) calendar days to resolve the matter. If the matter remains unresolved at the conclusion of the specified time period, then the Department will determine whether to proceed with any action. If the determination is to proceed with docking, the Local 831 President will be notified, and the procedure will commence in accordance with the attached Operations Order and the Tripartite Dispute Resolution Process.

Any disputes regarding this procedure shall be submitted to the Tripartite Dispute Resolution Panel.

If the above accords with your understanding, please execute the signature line below.

Sincerely,
/s/
Renee Campion

Agreed and Accepted on Behalf of Local 831, IBT
By: /s/
Harry Nespoli

➔ d30

MAYOR’S OFFICE OF CONTRACT SERVICES

■ NOTICE

Notice of Intent to Renew or Amend Contract(s) Not Included in FY25 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be entering into the following renewal (s)/amendment(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: Office of Technology and Innovation (OTI)
Vendor: Celco Partnership D/B/A Verizon Wireless
Description of Services to be Provided: Celco provides wireless services that are used by multiple NYC agencies. These services include Smartphones, Tablet computers, Mobile WiFi, Machine-to-Machine devices and connectivity to Verizon Wireless Network for City employees and for citywide services, such as for Public Safety and mission critical infrastructure services. The initial five year term expired and this request is to execute the first of two (2) four-year renewal options, in order to continue these services and avoid operation impact to city agencies.
Anticipated Procurement Method: Renewal
Anticipated Start Date: 9/14/2024
Anticipated End Date: 9/13/2028
Anticipated Modifications to Scope: No change to existing scope
Reason for Renewal/Amendment: Continuity of service.
Job Titles: None
Headcounts: 0

➔ d30

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: Dept of Buildings
Description of Services to be Provided: DOB NOW III- Replacement of DOB current Accela platform components with a new Development and Enforcement platform for DOB NOW Inspections
Anticipated Contract Start Date: 1/1/2024
Anticipated Contract End Date: 12/31/2026
Anticipated Procurement Method: Negotiated Acquisition
Job Titles: None
Headcounts: 0

➔ d30

PARKS AND RECREATION

■ NOTICE

TO: To Whom It May Concern
FROM: New York City Department of Parks and Recreation
SUBJECT: Notification re: Product Waiver
DATE: 12/20/24

In accordance with Section 17-1206 of chapter 12 of title 17 of the administrative code of the city of New York, as amended by Local Law 56 of 2021, the New York City Department of Parks and Recreation (Parks) is applying for a waiver for use from the Department of Health and Mental Hygiene for the following restricted product(s) and use(s):

Product name(s): **Garlon 4 Ultra, Vastlan**
Active ingredient: **Triclopyr**
EPA registration #: **62719-527, 62719-687**
Method of application: **Cut stump, basal bark**
Pest/Weed targeted: **Populus deltoides within managed grasslands**
Location(s) of use: **New York City Parks natural grassland areas**, including Alley Pond Park, Bronx River Forest, Bush Terminal Park, Fairview Park, Ferry Point Park, Flushing Meadows Corona Park, Idlewild Park, Marine Park, Moshulu Parkway, Paerdegat Basin Park, Pelham Bay Park, Rockaway Community Park, Soundview Park, Sunset Cove Park

Waiver duration request: **January 1st 2025 – December 31st 2025**

If, after careful consideration by health experts, the above waiver(s) are granted by the DOHMH you will be notified within 30 days of the granted date.

➔ d30

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FROM: New York City Department of Parks and Recreation
SUBJECT: Notification re: Product Waiver
DATE: 12/20/24

In accordance with Section 17-1206 of chapter 12 of title 17 of the administrative code of the city of New York, as amended by Local Law 56 of 2021, the New York City Department of Parks and Recreation (Parks) is applying for a waiver for use from the Department of Health and Mental Hygiene for the following restricted product(s) and use(s):

Product name(s): **Garlon 4 Ultra, Vastlan**
Active ingredient: **Triclopyr**
EPA registration #: **62719-527, 62719-687**
Method of application: **Cut stump, basal bark (trees); limited foliar spray (Hedera helix, Aegopodium podagraria)**
Pest/Weed targeted: **Invasive plants Aegopodium podagraria, Ailanthus altissima, Morus alba, Populus alba, Paulina tomentosa, Hedera helix, Symplocos paniculata**

Location(s) of use: **New York City Parks-managed natural area** including Alley Pond Park, Bronx River Forest, Bush Terminal Park, Cunningham Park, Ferry Point Park, Flushing Meadows Corona Park, Fort Totten Park, Highland Park, Idlewild Park, Inwood Hill Park, Kissena Park, Marine Park, Mosholu Parkway, Paerdegat Basin Park, Pelham Bay Park, Soundview Park, Sunset Cove Park, Van Cortlandt Park, and Willowbrook Park

Waiver duration request: **January 1st 2025 – December 31st 2025**

If, after careful consideration by health experts, the above waiver(s) are granted by the DOHMH you will be notified within 30 days of the granted date.

◀ d30

CHANGES IN PERSONNEL

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 09/27/24							
		TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
TAM	KENNETH	9POLL		\$1.0000	APPOINTED	YES 09/19/24	300
TAM	KIN W	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAM	TIFFANY	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAMRIN	HUMAIRA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAN	KOPIN	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TANASIENKO	TETIANA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TANDAZO	JIMMY O	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TANG	KENNETH	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TANG	LAI YAN	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TANIA	SANZIDA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TANKO	NATALIA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TANVIR	AHMED	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TANZOSH	NICHOLAS J	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAPASCO	NICOLAS	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAPIA	KELVIN	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAPIA	MIGUEL	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAPIA	TANIA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAPIA FLORES	CARLOS	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAPPER	KASPER L	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAPPER III	GERALD A	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TARANNUM	NUHA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAREK SHALABY	MOHAMED	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TARJAVAARA	JOHN J	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TARNUM	NORIN	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TASNIM	MST S	9POLL		\$1.0000	APPOINTED	YES 09/18/24	300
TATESURE	MICHELLE	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TATTI	RACHEL	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAVAREZ	JENNIFER	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAVAREZ	KYOTI	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAVAREZ	LEURI	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAVERAS	JAMILEX A	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAVERAS	MARISSEL	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 09/27/24							
		TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
TAYAO	MELLIS M B	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	BIANCA C	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	DAWANNA L	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	DIVINE	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	JACQUELI E	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	JAMES S	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	KAHOELAN	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	KATIE B	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	MARY R	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	MARY-BET	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR	SATURANA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYLOR JR	NAKIA S	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TAYYAB	ARSLAN	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TCHONKADZE	DANIEL	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TEJADA	CHRISTOP A	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TEJADA	JACQUELY	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TEJADA	NANCY	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TEJADA	TIFFANY L	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TEJADA JR	JOSE A	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TEJERA	ALAN Y	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TELLIS	DOROTHY	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TENELEMA	MELIZA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TENORIO	IRENE N	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300

TENORIO BRAVO	ACTZIRI	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TENUCO	SHAUN A	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TEPPER	LILLY	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TERRELL	SYLVIA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TEVEZ	KARLA L	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THAI	SHORTY J	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THAKURDEEN	KELLEY	9POLL		\$1.0000	APPOINTED	YES 09/17/24	300
THAM	ANNA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THAWER	SHENAZ M	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THEOBAL	RODNEY	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THEODORE	VLADYMYR C	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THEUNISSEN	MARK	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THIRO	NICOLETT	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THIRUNARAYANAN	GAYATRI	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMA-WILSON	JOYCE C	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	ABIGALE N	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	ADACIA R	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	ALFRED	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	ANKITA A	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	CHRISTOP	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	DEBORAH B	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	DEBRA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	GIANNI	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	HELEN G	9POLL		\$1.0000	APPOINTED	YES 01/12/24	300
THOMAS	JAMES	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	JOHN W	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	JORDAN	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	KATRINA D	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 09/27/24							
		TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
THOMAS	KEMAR R	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	MARIEL L	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS	MELISSIA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMAS BLUGH SR	PATRICIA E	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	ANAYLA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	BARRIE M	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	BASILIKI V	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	DAQUAN L	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	GIOVANNI G	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	HERMIONE	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	IRIS R	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	JENIFER	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	JOHN L	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	KENT M	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	MICHELLE D	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	NEVEAH	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	SANIYA I	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	SCHINAY T	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	TRAVIS L	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THOMPSON	ZAIRE T	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THORNTON	CRITERIO	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THORNTON	JASON C	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
THORPE	KALELL M	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TIEKU	MICHAEL	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TILLERY	OWEN T	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TILLETT	HAYLEY R	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TILLEY	KISHMA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TIMOTHY	RAE P	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TIRADO	DESTINY L	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TIRADO	VALERIE A	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TISS	RYAN F	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TIWARY	EMILY	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TO	PETER	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOAHA	MOHAMMED	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOBIAS	ESYNCE T	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOBII	REEDNA D	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOCKER	DENA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOKARCZYK	EVA M	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOLENTINO	GERARD	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOLENTINO	JOSUE	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOLENTINO	LORILEE	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOLENTINO	LUIS	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOLENTINO	SHERIE	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOLKIN	DOUGLAS	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOLO	PAM	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TONEY	JONATHAN	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TONEY	YASMIN A	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOOMER	CHARLES W	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOOMER	MAKEDA	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TOPSIDELIS	EMMANUEL	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300
TORO JR	LUIS M	9POLL		\$1.0000	APPOINTED	YES 01/01/24	300