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THE CITY RECORD

BILL DE BLASIO
Mayor

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Commissioner, Department of Citywide Administrative Services

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BOROUGH PRESIDENT - BROOKLYN

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that, pursuant to Sections 197-c and 201 of the New York City Charter, Brooklyn Borough President, Eric L. Adams will hold a public hearing on the following matters in the Community Room of Brooklyn Borough Hall, 209 Joralemon Street, Brooklyn, NY 11201, commencing at 6:00 P.M. on Monday, February 6, 2017.

Calendar Item 1 — 1860 Eastern Parkway (170142 ZMK and 170143 ZRK)

Applications submitted by Atlantic East Affiliates LLC, pursuant to Section 197-c and 201 of the New York City Charter, are seeking zoning map and zoning text amendments for the property, bounded by Atlantic Avenue and Pacific Street, on either side of Eastern Parkway Extension, in the Ocean Hill section of Brooklyn Community District 16 (CD 16). The zoning map amendment would eliminate from within the existing R6 district, a C2-3 district, change from an R6 district to an R8A district, and establish a C2-4 district overlay, and the zoning text amendment would designate the property a Mandatory Inclusionary Housing (MIH) area. Such amendments would facilitate, in collaboration with True Holy Church, a 10-story mixed-use residential building, with 67 affordable housing units. The new building would accommodate the new church space at the cellar and ground floor.

Calendar Item 2 — 251 Front Street (150234 ZRK and 150235 ZMK)

Applications submitted by 251 Front Street Realty Inc., pursuant to Section 197-c and 201 of the New York City Charter, are seeking a zoning map amendment, from an R6B district to an R7A district, and a zoning text amendment to designate a Mandatory Inclusionary Housing (MIH) area, in the Vinegar Hill section of Brooklyn Community District 2 (CD 2). Such amendments would facilitate the development of a nine-story residential building, with 92 dwelling units, 23 of which would be permanently affordable.

Note: To request a sign language interpreter, or to request Telecommunication Device for the Deaf (TDD) services, contact Land Use Coordinator Olga Chernomorets at (718) 802-3751 or ochernomorets@brooklynbp.nyc.gov prior to the hearing.

Accessibility questions: Olga Chernomorets, (718) 802-3751, ochernomorets@brooklynbp.nyc.gov, by: Monday, February 6, 2017, 4:00 P.M.



BOROUGH PRESIDENT - QUEENS

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Borough President of Queens, Melinda Katz, on **Thursday, February 2, 2017**, at 10:30 A.M., in the Borough President's Conference Room, located at 120-55 Queens Boulevard, Kew Gardens, NY 11424, on the following items:

CD Q11 – BSA #418-50 BZ

IN THE MATTER OF an application submitted by the Law Office of Stuart Klein on behalf of WOTC Tenants' Corp., pursuant to Section 72-21 of the New York City Zoning Resolution, to request for a modification of the previously granted variance to allow for the addition of 98 parking spaces and the development of a clubhouse in a garden apartment complex, located within an R3-2 district, located at **73-69 217th Street**, Block 7739 Lot 3, **73-36 Springfield Boulevard**, Block 7742 Lot 3, **219-02 74th Avenue**, Block 7754 Lot 3, **73-10 220th Street**, Block 7755 Lot 3, Zoning Map 11b, Oakland Gardens, Borough of Queens.

CD 08 – BSA #677-53 BZ

IN THE MATTER OF an application submitted by Akerman LLP on behalf of James Marchetti, pursuant to Section 11-411 of the NYC Zoning Resolution, for an extension of term for a previously granted variance to allow the continued operation of an automobile body repair shop (Use Group 16) in an R4/C2-2 District at **61-28 Fresh Meadow Lane**, Block 6901, Lot 48, Zoning Map no. 14c, Fresh Meadows.

CD Q13 – BSA #2016-4335 BZ

IN THE MATTER OF an application submitted by Gerald Caliendo RA, AIA on behalf of 193 Street LLC, pursuant to Section 72-21 of the New York City Zoning Resolution, for a variance from the bulk and yard regulations to facilitate the construction of a two-story two-family dwelling and accessory garage within an R3X district, located at **220-21 137th Avenue**, Block 13112 Lot 1, Zoning Map 19a, Springfield Gardens, Borough of Queens.

NOTE: Individuals requesting Sign Language Interpreters should contact the Borough President's Office, (718) 286-2860, or email planning@queensbp.org no later than **FIVE BUSINESS DAYS PRIOR TO THE PUBLIC HEARING**.

Accessibility questions: Jeong-ah Choi, (718) 286-2860, planning@queensbp.org, by: Tuesday, January 31, 2017, 2:00 P.M.



j27-f2

CITY COUNCIL

■ PUBLIC HEARINGS

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

The Subcommittee on Zoning and Franchises will hold a public hearing in the Council Committee Room, 16th Floor, 250 Broadway, New York City, NY 10007, commencing at 9:30 A.M. on Tuesday, February 7, 2017:

The Subcommittee on Landmarks, Public Siting and Maritime Uses will hold a public hearing on the following matter in the Council Committee Room, 16th Floor, 250 Broadway, New York City, NY 10007, commencing at 11:00 A.M. on Tuesday, February 7, 2017:

SULLIVAN THOMPSON HISTORIC DISTRICT MANHATTAN CB - 2 20175206 HKM (N 170201 HKM)

The proposed designation by the Landmarks Preservation Commission [DL-492/LP-2590] pursuant to Section 3020 of the New York City Charter of the landmark designation of the Sullivan-Thompson Historic District.

SULLIVAN-THOMPSON HISTORIC DISTRICT BOUNDARIES ARE AS FOLLOWS:

The Sullivan-Thompson Historic District consists of the property bounded by a line beginning on the southern curblin of West Houston Street at a point on a line extending northerly from a portion of the eastern property line of 152-154 Thompson Street, then extending southerly along a portion of the eastern property line of 152-154 Thompson Street, westerly along a portion of the southern property line of 152-154 Thompson Street, southerly along a portion of the eastern property line of 152-154 Thompson Street, westerly along a portion of the southern property line of 152-154 Thompson Street to the eastern curblin of Thompson Street, southerly along the eastern curblin of Thompson Street to a point formed by its intersection with a line extending westerly from the northern property line of 132-136

Thompson Street, easterly along the northern property line of 132-136 Thompson Street, southerly along the eastern property lines of 128-136 Thompson Street and 159 Prince Street to the northern curblin of Prince Street, easterly along the northern curblin of Prince Street to a point formed by its intersection with a line extending northerly from the eastern property line of 156-158 Prince Street, southerly across Prince Street and along the eastern property line of 156-158 Prince Street, westerly along the southern property line of 156-158 Prince Street and a portion of the southern property line of 114-116 Thompson Street, southerly along a portion of the eastern property line of 110-112 Thompson Street, westerly along a portion of the southern property line of 110-112 Thompson Street, southerly along a portion of the eastern property line of 110-112 Thompson Street and the eastern property line of 106-108 Thompson Street, westerly along the southern property line of 106 Thompson Street to the eastern curblin of Thompson Street, southerly along the eastern curblin of Thompson Street to a point formed by its intersection with a line extending westerly from the northern property line of 98-100 Thompson Street, easterly along the northern property line of 98-100 Thompson Street, southerly along the eastern property line of 98-100 Thompson Street, westerly along the southern property line of 98-100 Thompson Street to the eastern curblin of Thompson Street, southerly along the eastern curblin of Thompson Street to a point formed by its intersection with a line extending westerly from a part of the northern property line of 90-92 Thompson Street, easterly along the northern property line of 90-92 Thompson Street, southerly along the eastern property line of 90-92 Thompson Street and 171 Spring Street to the northern curblin of Spring Street, easterly along the northern curblin of Spring Street to a point formed by its intersection with a line extending northerly from the eastern property line of 170-176 Spring Street, southerly across Spring Street and along the eastern property line of 170-176 Spring Street, westerly along a portion of the southern property line of 170-176 Spring Street, southerly along the eastern property line of 72-80 Thompson Street and a portion of the eastern property line of 68-70 Thompson Street, easterly along a portion of the northern property line of 68-70 Thompson Street, southerly along a portion of the eastern property line of 68-70 Thompson Street, westerly along the southern portion of the property line of 68-70 Thompson Street to the western curblin of Thompson Street, southerly along the western curblin of Thompson Street to a point formed by its intersection with the northern curblin of Broome Street, westerly along the northern curblin of Broome Street to a point formed by its intersection with a line extending northerly from the eastern property line of 519 Broome Street, southerly across Broome Street and along the eastern property line of 519 Broome Street to the northern curblin of Watts Street, westerly along the northern curblin of Watts Street to a point formed by its intersection with the eastern curblin of Sullivan Street, northerly along the eastern curblin of Sullivan Street to a point formed by its intersection with a line extending easterly from the southern property line of 202 Spring Street (aka 84-90 Sullivan Street), westerly along the southern property lines of 202 Spring Street (aka 84-90 Sullivan Street), 204-210 Spring Street, and 158-160 Avenue of the Americas to the eastern curblin of Avenue of the Americas, northerly along the eastern curblin of Avenue of the Americas to a point formed by its intersection with the southern curblin of Spring Street, easterly along the southern curblin of Spring Street to a point formed by its intersection with a line extending southerly from the western property line of 201-205 Spring Street (aka 92-94 Sullivan Street), northerly across Spring Street and along the western property line of 201-205 Spring Street (aka 92-94 Sullivan Street), westerly along a portion of the southern property line of 96-102 Sullivan Street, northerly along a portion of the western property line of 96-102 Sullivan Street, easterly along a portion of the northern property line of 96-102 Sullivan Street, northerly along a portion of the western property line of 104-108 Sullivan Street and a portion of the western property line of 112 Sullivan Street to a point formed by its intersection with the southern property line of 188-192 Avenue of the Americas, westerly along the southern property line of 188-192 Avenue of the Americas to a point formed by its intersection with a line running southerly from the curblin of the northeastern corner of the intersection of MacDougal Street and Prince Street, northerly along said line and across Prince Street and along the eastern curblin of MacDougal Street to a point formed by its intersection with a line extending easterly along the northern curblin of Prince Street, westerly across MacDougal Street and along the northern curblin of Prince Street to the eastern curblin of Avenue of the Americas, northerly along the eastern curblin of Avenue of the Americas to a point formed by its intersection with a line extending westerly from a portion of the northern property line of 206-210 Avenue of the Americas (aka 3135 MacDougal Street), easterly along a portion of the northern property line of 206-210 Avenue of the Americas (aka 31-35 MacDougal Street), southerly along a portion of the eastern property line of 206-210 Avenue of the Americas (aka 31-35 MacDougal Street), easterly along a portion of the northern property line of 206-210 Avenue of the Americas (aka 31-35 MacDougal Street) to the centerline of MacDougal Street, northerly along the centerline of MacDougal Street to a point formed by its intersection with a line running westerly from the southern curblin of West Houston Street, easterly along the southern

curbline of West Houston Street to the point of the beginning.

The Subcommittee on Planning, Dispositions and Concessions will hold a public hearing on the following matters in the Council Committee Room, 16th Floor, 250 Broadway, New York City, NY 10007, commencing at 1:00 P.M., on Tuesday, February 7, 2017:

THE LEROY

MANHATTAN CB - 10 C 170048 HAM

Application submitted by the New York City 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 225 West 140th Street (Block 2026, Lot 15) as an Urban Development Action Area; and
 - b) Urban Development Action Area Project for such area;
- 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; and
- 3) pursuant to Article XI of the Private Housing Finance Law for a real property tax exemption;

to facilitate a 7-story mixed-use building, containing approximately 20 affordable dwelling units and community facility space.

THE LEROY

MANHATTAN CB - 10 C 170049 PQM

Application submitted by the New York City Department of Housing Preservation and Development, pursuant to Section 197-c of the New York City Charter, for the acquisition of property, located at 225 West 140th Street (Block 2026, Lot 15) to facilitate construction of a new seven story mixed-use building with approximately 20 units of affordable housing.

THE ROBESON

MANHATTAN CB - 10 C 170051 HAM

Application submitted by the New York City 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 407-415 Lenox Avenue (Block 1915, Lots 32, 33, 34, 35 and 36) as an Urban Development Action Area;
 - b) Urban Development Action Area Project for such area;
- 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; and
- 3) pursuant to Article XI of the Private Housing Finance Law for a real property tax exemption;

to facilitate a 10-story mixed-use building containing approximately 72,000 square feet of residential floor area, approximately 7,500 square feet of ground floor retail and approximately 2,400 square feet of community facility space.

THE ROBESON

MANHATTAN CB - 10 C 170050 ZMM

Application submitted by the 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. 6a:

1. eliminating from within an R7-2 District, a C2-4 District, bounded by a line 100 feet westerly of Lenox Avenue – Malcolm X. Boulevard, West 131st Street, a line 90 feet westerly of Lenox Avenue – Malcolm X. Boulevard, and West 130th Street, and
2. changing from an R7-2 District, to an R8A District property, bounded by a line 90 feet westerly of Lenox Avenue – Malcolm X. Boulevard, West 131st Street, Lenox Avenue – Malcolm X. Boulevard, and West 130th Street,

as shown on a diagram (for illustrative purposes only) dated September 6, 2016, and subject to the conditions of CEQR Declaration E-377.

THE ROBESON

MANHATTAN CB - 10 N 170052 ZRM

Application submitted by New York City Department of Housing Preservation and Development and Lemor Realty, LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying Appendix F for the purpose of establishing a Mandatory Inclusionary Housing area.

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**

* * *

Manhattan

* * *

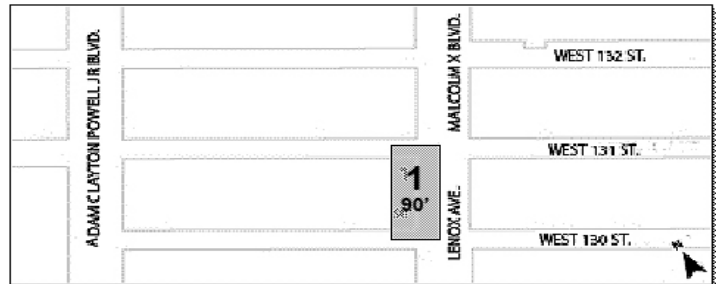
Manhattan Community Districts 9, 10 and 11


* * *

In the R8A District within the areas shown on the following Map 3:

* * *

Map 3 – [date of adoption]



 Mandatory Inclusionary Housing area see Section 23-154(d)(3)
Area 1 (date of adoption) - MIH Program Option 2
Portion of Community District 10, Manhattan

* * *

THE FREDERICK

MANHATTAN CB - 10 C 170081 ZMM

Application submitted by the NYC Housing Preservation & Development pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section 6a:

1. eliminating from within an existing R7-2 District, a C1-4 District, bounded by West 129th Street; Frederick Douglass Boulevard, West 128th Street, and a line 100 feet westerly of Frederick Douglass Boulevard;
2. changing an R7-2 District, to an R8A District property, bounded by West 129th Street, Frederick Douglass Boulevard, West 128th Street, and a line 100 feet westerly of Frederick Douglass Boulevard; and
3. establishing within the proposed R8A District a C2-4 District bounded by West 129th Street, Frederick Douglass Boulevard, West 128th Street, and a line 100 feet westerly of Frederick Douglass Boulevard;

Borough of Manhattan, Community District 10, as shown on a diagram (for illustrative purposes only) dated September 19, 2016.

THE FREDERICK

MANHATTAN CB - 10 N 170082 ZRM

Application submitted by the NYC Department of Housing Preservation and Development and 2395 FDB JV, LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying Appendix F for the purpose of establishing a Mandatory Inclusionary Housing area, Borough of Manhattan.

Matter in underline is new, to be added;
Matter in ~~strikeout~~ 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**

* * *

MANHATTAN

* * *

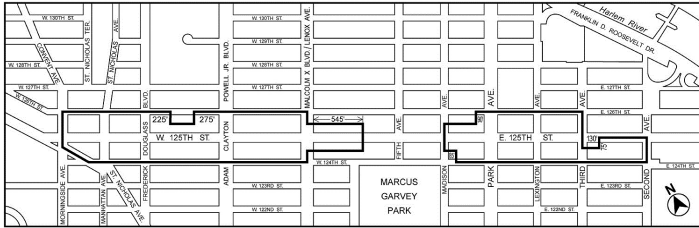
Manhattan Community Districts 9, 10 and 11

* * *

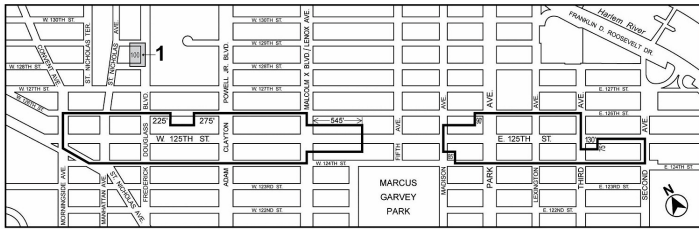
In the R8A District within the areas shown on the following Map 1, and in portion of the #Special 125th Street District#-see Section 97-421.

Map 1 - [date of adoption]

[EXISTING MAP]



[PROPOSED MAP]



Legend for housing designations: Inclusionary Housing Designated Area, Mandatory Inclusionary Housing area see Section 23-154(d)(3) Area 1 [date of adoption] — MIH Program Option 1. Portions of Community Districts 9, 10 and 11, Manhattan. * * *

THE FREDERICK

MANHATTAN CB - 10 C 170085 HAM

Application submitted by the New York City 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 2405 Frederick Douglass Boulevard (Block 1955, Lot 16) as an Urban Development Action Area; and
b) Urban Development Action Area Project for such area; and 15
1) pursuant to Section 197-c of the New York City Charter for the disposition of such property, to be selected by HPD;

to facilitate a 15-story mixed use building containing residential, retail and community facility space.

Accessibility questions: Land Use Division - (212) 482-5154, by: Friday, February 3, 2017, 3:00 P.M.



f1-7

CITY PLANNING COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that resolutions have been adopted by the City Planning Commission, scheduling public hearings on the following matters, to be held at Spector Hall, 22 Reade Street, New York, NY, on Wednesday, February 1, 2017, at 10:00 A.M.

BOROUGH OF MANHATTAN

No. 1

605 THIRD AVENUE OFFICE SPACE

CD 6 N 170212 PXM

IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services, pursuant to Section 195 of the New York City Charter for use of property, located at 605 Third Avenue (Block 920, Lot 12), for use as offices, Borough of Manhattan, Community District 6. (Community Board 6 offices).



j18-f1

NOTICE IS HEREBY GIVEN that resolutions have been adopted by the City Planning Commission, scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street, New York, NY, on Wednesday, February 1, 2017, at 10:00 A.M.

BOROUGH OF BROOKLYN

No. 1

FRIENDS OF CROWN HEIGHTS 29 CHILD CARE CENTER

CD 8 C 160072 PQK

IN THE MATTER OF an application submitted by the Administration for Children's Services (ACS) and the Department of Citywide Administrative Services (DCAS) pursuant to Section 197-c of the New York City Charter for acquisition of property, located at 1435 Prospect Place (Block 1361, Lot 66), for continued use as a day care center.

Nos 2 & 3

210-214 HEGEMAN AVENUE

No. 2

CD 16 C 170153 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 properties, located at 210-214 Hegeman Avenue (Block 3639, Lots 35 and 37) 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 be selected by HPD;

to facilitate the construction of approximately 70 units of affordable and supportive housing, Borough of Brooklyn, Community District 16.

No. 3

CD 16 C 170154 ZSK

IN THE MATTER OF an application submitted by the NYC Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-903 of the Zoning Resolution to modify the requirements of Section 24-111 (Maximum floor area ratio for certain community facility uses) to permit the allowable community facility floor area ratio of Section 24-11 (Maximum Floor Area and Percentage of Lot Coverage) to apply to a non-profit institution with sleeping accommodations in connection with a proposed eight-story building on property, located at 210-214 Hegeman Avenue (Block 3639, Lots 35 and 37), in an R6 District, Borough of Brooklyn, Community District 16.

Plans for this proposal are on file with the City Planning Commission and may be seen at 120 Broadway, 31st Floor, New York, NY 10271.

BOROUGH OF MANHATTAN

No. 4

55-57 SPRING STREET TEXT AMENDMENT

CD 2 N 160244 ZRM

IN THE MATTER OF an application submitted by JBAM TRG Spring LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying the boundary of the Mulberry Street Regional Spine area as shown on the map in Appendix A of Article X, Chapter 9 (Special Little Italy District) to facilitate the enlargement of properties, located at 55-57 Spring Street within Community District 2, Borough of Manhattan.

Matter underlined is new, to be added; Matter struck out is to be deleted; Matter within # # is defined in Section 12-10; * * * indicates where unchanged text appears in the Zoning Resolution

ARTICLE X SPECIAL PURPOSE DISTRICTS

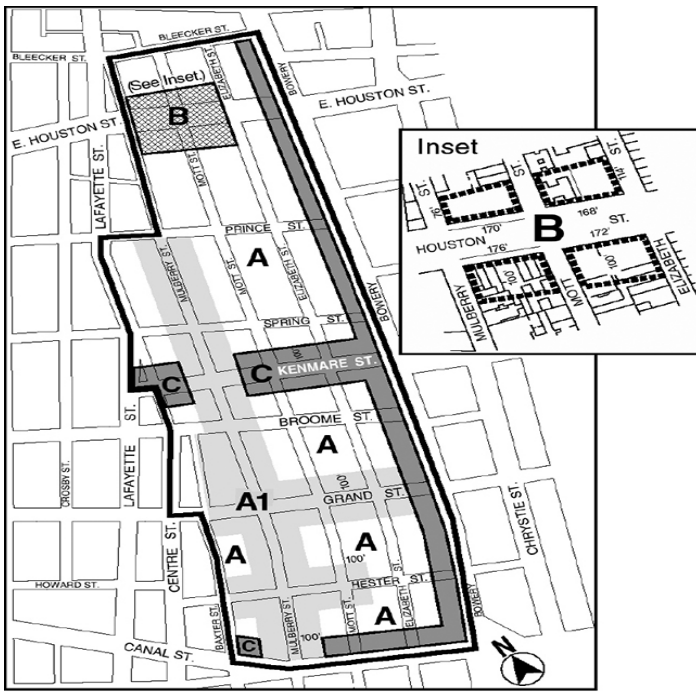
* * *

Chapter 9 Special Little Italy District

* * *

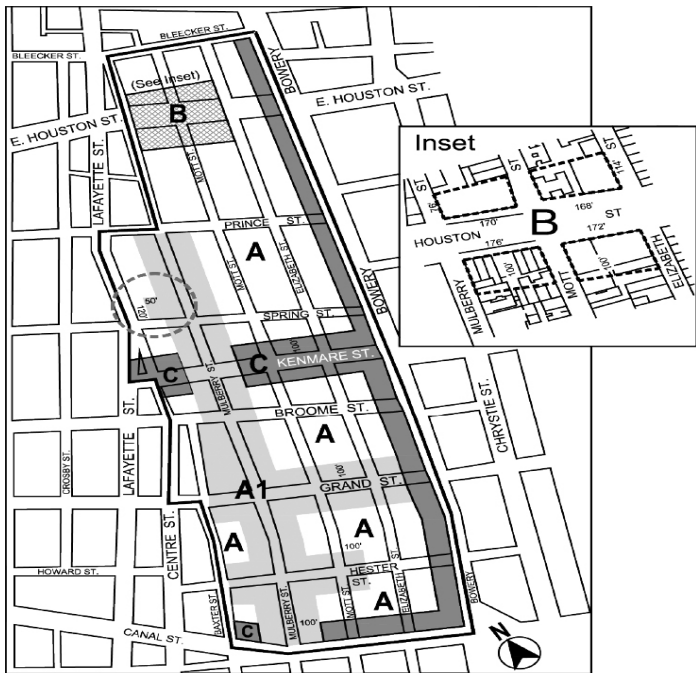
Appendix A Special Little Italy District Map

[EXISTING]



- District Boundary
- A** Preservation Area
- A1** Mulberry Street Regional Spine
- B** Houston Street Corridor
- C** Bowery, Canal, Kenmare Street

[PROPOSED]



- District Boundary
- A** Preservation Area
- A1** Mulberry Street Regional Spine
- B** Houston Street Corridor
- C** Bowery, Canal, Kenmare Street

* * *

BOROUGH OF STATEN ISLAND
No. 5
901 MANOR ROAD REZONING

CD 2
IN THE MATTER OF an application submitted by Clara Fazzino **C 160378 ZMR**

pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 21b and 27a by establishing within an existing R3-1 District a C1-1 District bounded by a line 100 feet easterly of Manor Road, a line midway between Norwalk Avenue and Tillman Street, a line 190 feet easterly of Manor Road, and Tillman Street, as shown on a diagram (for illustrative purposes only) dated November 14, 2016.

No. 6
TELEPORT SITE A

CD 2 **C 170156 PPR**
IN THE MATTER OF an application submitted by the New York City Department of Citywide Administrative Services (DCAS), pursuant to Section 197-c of the New York City Charter, for the disposition of one City-Owned property, located in the Staten Island Industrial Park, generally bounded by Teleport Drive on the east and South Avenue on the west (Block 2165, Lot 120) which includes the disposition of an easement on Block 2165 over portions of Lots 140, 160, 170, 190 and 200, pursuant to zoning.

YVETTE V. GRUEL, Calendar Officer
 City Planning Commission
 120 Broadway, 31st Floor, New York, NY 10271
 Telephone (212) 720-3370



j18-fl

COMMUNITY BOARDS

PUBLIC HEARINGS

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

BOROUGH OF THE BRONX

COMMUNITY BOARD NO. 9, 10 Monday, February 6, 2017, 7:00 P.M., Community Board 9 Office, 1967 Turnbull Avenue, Bronx, NY.

#C160200 MMX
 Unionport Bridge

IN THE MATTER OF an application, submitted by The New York City Department of Transportation, Division of Bridges, Movable Bridge Group pursuant to Sections 197-c and 199 of the New York City Charter for an amendment to the City map involving: the modification of legal grades in Bruckner Boulevard between Zerega Avenue and Brush Avenue.

j31-f6

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

BOROUGH OF MANHATTAN

COMMUNITY BOARD NO. 05 Monday, February 6, 2017, 6:00 P.M., SGI-USA NY Culture Center, 7 East 15th Street, NYC, NY.

#C170112 ZSM

IN THE MATTER OF an applicant In n submitted by Roseland Development Associates LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 13-45 (special permits for additional parking spaces) and Section 13-451 (additional parking spaces for residential growth) of the Zoning Resolution to allow an attended public parking garage with a maximum capacity of 184 spaces on portions of the ground floor, cellar, and subcellar levels of a proposed mixed-use building on property, located at 242 West 53rd Street (Block 1024, Lots 52 and 7), in C6-5 and C6-7 Districts, within the Special Midtown District (Theater Sub district).

j31-f3

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 08 Thursday, February 2, 2017, 7:00 P.M., Center Light Health Care Center, 727 Classon Avenue, Brooklyn, NY.

BSA Cal.# 2016-4253-A
 565 St. John's Place

The owner wishes to seek an enlargement to a four-story residential building to a six-story building under the common law doctrine of vested rights.

j27-f2

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

BOROUGH OF MANHATTAN

COMMUNITY BOARD NO. 06 Wednesday, February 1, 2017, 6:30 P.M., NYU School of Dentistry & Engineering, 433 First Avenue, Room 220, NYC, NY.

#N170186 ZRM - #C170187 ZMM
Greater East Midtown Rezoning

IN THE MATTER OF an application the NYC Department of City Planning will lead a presentation on the proposed Greater East Midtown Rezoning, followed by an opportunity for comments and questions from the Land Use and Waterfront Committee and members of the public.

j27-f1

DESIGN AND CONSTRUCTION

■ PUBLIC HEARINGS

PLEASE TAKE NOTICE, that in accordance with Section 201-204 (inclusive) of the New York State Eminent Domain Procedure Law ("EDPL"), a public hearing will be held by the New York City Department of Design and Construction, on behalf of the City of New York in connection with the acquisition of certain properties for roadway improvement at the Rustic Place between Cleveland Avenue and Hillside Terrace (Capital Project SE-803) - Borough of Staten Island.

The time and place of the hearing is as follows:

DATE: February 22, 2017

TIME: 10:00 A.M.

LOCATION: Community Board No. 3
1243 Woodrow Road, 2nd Floor
Staten Island, NY 10309

The purpose of this hearing is to inform the public of the proposed acquisition of certain street beds and adjacent properties and to review the public use to be served by the project and the impact on the environment and residents. The scope of this Capital Project includes the construction new storm and sanitary sewers, sidewalks and curbs. New sanitary sewer are provided to replace septic tanks.

The properties proposed to be acquired, are located in the Borough of Staten Island as follows:

Rustic Place from Cleveland Avenue to Hillside Terrace as shown on Damage and Acquisition Maps No. 4245.

The properties affected include the following areas as shown on the Tax Map of the City of New York, for the Borough of Staten Island:

- Block 5147, part of Lots 33, 41, 47, 55, 59;
- Block 5148, parts of Lots 1, 6, 9, 13, 14, 16, 17, 18, 20, 25;
- Beds of Rustic Place from Cleveland Avenue to Hillside Terrace.

There are no proposed alternate locations.

Any person in attendance at this meeting shall be given a reasonable opportunity to present oral or written statements and to submit other documents concerning the proposed acquisition. Each speaker shall be allotted a maximum of five (5) minutes. In addition, written statements may be submitted to the General Counsel at the address stated below, provided the comments are received by 5:00 P.M. on March 1, (Five (5) working days from public hearing date).

NYC Department of Design and Construction
Office of General Counsel, 4th Floor
30-30 Thomson Avenue
Long Island City, NY 11101

Please note: Those property owners who may subsequently wish to challenge condemnation of their property via judicial review may do so only on the basis of issues, facts and objections raised at the public hearing.

j30-f3

FRANCHISE AND CONCESSION REVIEW COMMITTEE

■ MEETING

PUBLIC NOTICE IS HEREBY GIVEN that the Franchise and Concession Review Committee will hold a public meeting on Wednesday, February 8, 2017, at 2:30 P.M., at 2 Lafayette Street, 14th

Floor Conference Room, Borough of Manhattan.

NOTE: Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contract Services, 253 Broadway, 9th Floor, New York, NY 10007 (212-788-0010), no later than **SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC MEETING.**

j30-f8

INDEPENDENT BUDGET OFFICE

■ MEETING

The New York City Independent Budget Office Advisory Board will hold a meeting on Thursday, February 9, 2017, beginning at 8:30 A.M., at the IBO Office, 110 William Street, 14th Floor. There will be an opportunity for the public to address the advisory board during the public portion of the meeting. Accessible entrance at 110 William Street.

Accessibility questions: Doug Turetsky (212) 442-0629, by: Tuesday, February 7, 2017, 5:00 P.M.



j23-f8

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, February 7, 2017, a public hearing will be held, at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website the Friday before the hearing. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting, should contact the Landmarks Commission no later than five (5) business days before the hearing or meeting.

Rufus King Park - Individual Landmark

195388 - Block 9882 - Lot 1 - **Zoning:** Parkland

BINDING REPORT

A park, site of the Rufus King Mansion and estate a Colonial style residence built in 1730-55, with an addition built in 1806. Application is to construct entrances and pathways.

398 Washington Avenue - Clinton Hill Historic District

195180 - Block 1945 - Lot 44 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

A Queen Anne style rowhouse designed by Adam E. Fischer and built in 1887. Application is to modify window openings at the rear façade.

14A St. James Place - Clinton Hill Historic District

173944 - Block 1932 - Lot 32 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style residence, built by James or William Callahan between 1882 and 1886. Application is to legalize the recladding, modification, and expansion of a historic rear yard extension without Landmarks Preservation Commission permits.

311 Vanderbilt Avenue - Clinton Hill Historic District

196243 - Block 1929 - Lot 10 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

An empty lot located behind 312 Clinton Avenue, a Northern Renaissance Revival style rowhouse designed by S.F. Evelette and built in 1885. Application is to construct a new building.

125 Gates Avenue - Clinton Hill Historic District

196692 - Block 1964 - Lot 69 - **Zoning:** R8B

CERTIFICATE OF APPROPRIATENESS

An Italianate style house built c. 1864. Application is to alter masonry openings at the rear and install a stair.

346 MacDonough Street - Stuyvesant Heights Historic District

175742 - Block 1675 - Lot 29 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse built in 1873. Application is to construct a rear yard addition.

373 Henry Street - Cobble Hill Historic District

191488 - Block 301 - Lot 51 - **Zoning:** R6

CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style rowhouse built in 1873-74. Application is to install balconies.

453 8th Street - Park Slope Historic District Extension

196016 - Block 1088 - Lot 65 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style rowhouse designed by Jefferson F. Wood and built c. 1884. Application is to alter the rear façade.

860 St. Johns Place - Crown Heights North Historic District II

191978 - Block 1255 - Lot 11 - **Zoning:** R6

CERTIFICATE OF APPROPRIATENESS

A Romanesque Revival/Renaissance Revival style rowhouse designed by Frederick L. Hine and built in 1898-99. Application is to legalize façade and areaway alterations without Landmarks Preservation Commission permit(s).

175 Fenimore Street, aka 1917 Bedford Avenue - Prospect Lefferts Gardens Historic District

177230 - Block 5038 - Lot 1 - **Zoning:** R2

CERTIFICATE OF APPROPRIATENESS

A rowhouse with Romanesque Revival and Renaissance style details, designed by Charles Infanger and built in 1907. Application is to legalize areaway signage installed without Landmarks Preservation Commission permit(s).

81 Charles Street - Greenwich Village Historic District

194140 - Block 621 - Lot 76 - **Zoning:** C 1-6, R6

CERTIFICATE OF APPROPRIATENESS

A French Second Empire style rowhouse built c. 1867. Application is to construct rooftop and rear additions, reconstruct the rear wall, and excavate the cellar and rear yard.

11 Commerce Street - Greenwich Village Historic District

193341 - Block 587 - Lot 63 - **Zoning:** C2-6

CERTIFICATE OF APPROPRIATENESS

A late Federal/Greek Revival style rowhouse built in 1826. Application is to construct a rooftop addition and railing and modify the rear façade.

145 Perry Street - Greenwich Village Historic District

187634 - Block 633 - Lot 37 - **Zoning:** R12A

CERTIFICATE OF APPROPRIATENESS

A two-story garage. Application is to demolish the existing building and to construct two new buildings.

484 Broome Street - SoHo-Cast Iron Historic District

187060 - Block 487 - Lot 1 - **Zoning:** M1-5A

CERTIFICATE OF APPROPRIATENESS

A Romanesque style warehouse designed by Alfred Zucker and built in 1891. Application is to modify a storefront and install signage.

20 West 20th Street, aka 18-22 West 20th Street - Ladies' Mile Historic District

182105 - Block 821 - Lot 55 - **Zoning:** C6-4A

CERTIFICATE OF APPROPRIATENESS

A Beaux-Arts style store and loft building designed by DeLemos & Cordes and built in 1901-02. Application is to remove fire shutters.

36 West 94th Street - Upper West Side/Central Park West Historic District

190881 - Block 1207 - Lot 46 - **Zoning:** R7-2

CERTIFICATE OF APPROPRIATENESS

A Queen Anne rowhouse with Romanesque Revival and Neo-Grec elements designed by Increase M. Grenell and built in 1888. Application is to install a glass canopy.

610 East 169th Street - Individual Landmark

196462 - Block 2615 - Lot 23 - **Zoning:** R6

BINDING REPORT

A Classical Revival style library building designed by Babb, Cook & Willard and built in 1907-1908. Application is to install a sound attenuation screen at the roof.

j25-f7

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, February 14, 2017, a public hearing will be held, at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website the Friday before the hearing. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should contact the Landmarks Commission no later than five (5) business days before the hearing or meeting.

7 Irvington Place - Fiske Terrace-Midwood Park Historic District

195868 - Block 5237 - Lot 85 - **Zoning:** R1-2

CERTIFICATE OF APPROPRIATENESS

An altered Arts & Crafts style free-standing house with free-standing garage designed by Slee & Bryson with E.R. Strong and built c. 1913. Application is to alter and enlarge the house and demolish the garage.

149 Clinton Street - Brooklyn Heights Historic District

195107 - Block 268 - Lot 19 - **Zoning:** R6

CERTIFICATE OF APPROPRIATENESS

A rowhouse built c. 1900. Application is to construct a rooftop bulkhead and railing, construct a garage and create a curb cut.

262 Carroll Street - Carroll Gardens Historic District

193351 - Block 450 - Lot 15 - **Zoning:** R6

CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse built in 1871-1872. Application is to alter entrance infill, and the rear façade.

220 Park Place - Prospect Heights Historic District

196400 - Block 1164 - Lot 39 - **Zoning:** R6B

CERTIFICATE OF APPROPRIATENESS

A Neo-Grec/Queen Anne style rowhouse designed by John V. Porter and built c. 1884. Application is to construct a rear yard addition and rooftop bulkheads, perform excavation, alter the areaway, and install a ramp.

463 West Street, aka 455-465 West Street & 577 Bethune Street - Individual Landmark

196592 - Block 639 - Lot 1 - **Zoning:** C6-3

CERTIFICATE OF APPROPRIATENESS

A complex of buildings, including a Neo-Classical style office and factory building, designed by Cyrus L. W. Eidlitz and built in 1896-1899, and a Neo-Classical style building designed by Cyrus L. W. Eidlitz and built in 1899 and altered in 1931-34 by Voorhees, Gmelin & Walker for the New York Central Railroad elevated freight railway. Application is to install a barrier-free access ramp.

152 East 71st Street - Upper East Side Historic District

197011 - Block 1405 - Lot 148 - **Zoning:** R-8B

CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse designed by W. O'Gorman and built in 1871. Application is to remove a bay window at the rear façade and construct a rear yard addition.

32 West 119th Street - Mount Morris Park Historic District

192152 - Block 1717 - Lot 50 - **Zoning:** R7-2

CERTIFICATE OF APPROPRIATENESS

A house designed by G. A. Schellenger and built in 1891. Application is to construct a rear yard addition and rooftop bulkheads, and install mechanical equipment and railings.

121 Manhattan Avenue - Manhattan Avenue Historic District

192182 - Block 1840 - Lot 52 - **Zoning:** R7-2

CERTIFICATE OF APPROPRIATENESS

A Queen Anne and Romanesque Revival style rowhouse designed by Edward L. Angell and built in 1890. Application is to alter the rear façade, construct a rooftop bulkhead, and install mechanical equipment, screens and railings at the roof.

36 Riverside Drive - West End - Collegiate Historic District

194171 - Block 1185 - Lot 40 - **Zoning:** R10A

CERTIFICATE OF APPROPRIATENESS

A Romanesque/Renaissance Revival style rowhouse designed by Lamb & Rich and built in 1888-1889 with early to mid 20th century alterations. Application is to modify the front façade and areaway, and construct rooftop and rear yard additions.

310 West End Avenue - West End - Collegiate Historic District Extension

185169 - Block 1166 - Lot 61 - **Zoning:** R10A

CERTIFICATE OF APPROPRIATENESS

A Romanesque Revival style apartment building designed by Emery Roth and built in 1924-25. Application is to alter windows and install louvers.

225 West 86th Street, aka 200-248 West 87th Street;

540-558 Amsterdam Avenue; 2360-2376 Broadway - Individual Landmark

196067 - Block 1234 - Lot 19 - **Zoning:** R10A, C4-6A

CERTIFICATE OF APPROPRIATENESS

An Italian Renaissance style apartment building designed by Hiss and Weekes and built in 1908-1909. Application is to modify masonry openings, replace infill, install canopies and guard booth, and modify the courtyard paving and garden design.

◀ f1-14

TRANSPORTATION

■ **PUBLIC HEARINGS**

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 55 Water Street, 9th Floor, Room 945, commencing at 2:00 P.M., on Wednesday, February 1, 2017. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 55 Water Street, 9th Floor South West, New York, NY 10041, or by calling (212) 839-6550.

#1 IN THE MATTER OF a proposed revocable consent authorizing Bruce C. Ratner and Pamela Lipkin to continue to maintain and use two fenced-in planted areas on the north sidewalk of East 78th Street, east of Park Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2015 to June 30, 2025 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1953**

For the period July 1, 2015 to June 30, 2025 - \$25/per annum

the maintenance of a security deposit in the sum of \$2,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#2 IN THE MATTER OF a proposed revocable consent authorizing East River Housing Corporation to continue to maintain and use two conduits under and across Grand Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #415**

For the period July 1, 2016 to June 30, 2017 - \$13,437
 For the period July 1, 2017 to June 30, 2018 - \$13,738
 For the period July 1, 2018 to June 30, 2019 - \$14,039
 For the period July 1, 2019 to June 30, 2020 - \$14,340
 For the period July 1, 2020 to June 30, 2021 - \$14,641
 For the period July 1, 2021 to June 30, 2022 - \$14,942
 For the period July 1, 2022 to June 30, 2023 - \$15,243
 For the period July 1, 2023 to June 30, 2024 - \$15,544
 For the period July 1, 2024 to June 30, 2025 - \$15,845
 For the period July 1, 2025 to June 30, 2026 - \$16,146

the maintenance of a security deposit in the sum of \$16,500 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#3 IN THE MATTER OF a proposed revocable consent authorizing Grand Gates Residence LLC to construct, maintain and use a fenced-in planted area and steps on the west sidewalk of Grand Avenue, between Gates Avenue and Greene Avenue, and on the west sidewalk of Gates Avenue, between Grand Avenue and Cambridge Place, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from Date of approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2359**

From the date of approval to June 30, 2026 - \$25/per annum

the maintenance of a security deposit in the sum of \$7,500 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#4 IN THE MATTER OF a proposed revocable consent authorizing The New York and Presbyterian Hospitals, Inc. to continue to maintain and use a pipe under and along East 70th Street and across the Franklin D. Roosevelt Drive to the bulkhead, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #209**

For the period July 1, 2016 to June 30, 2017 - \$7,821
 For the period July 1, 2017 to June 30, 2018 - \$7,996
 For the period July 1, 2018 to June 30, 2019 - \$8,171
 For the period July 1, 2019 to June 30, 2020 - \$8,346
 For the period July 1, 2020 to June 30, 2021 - \$8,521
 For the period July 1, 2021 to June 30, 2022 - \$8,696
 For the period July 1, 2022 to June 30, 2023 - \$8,871
 For the period July 1, 2023 to June 30, 2024 - \$9,046
 For the period July 1, 2024 to June 30, 2025 - \$9,221
 For the period July 1, 2025 to June 30, 2026 - \$9,396

the maintenance of a security deposit in the sum of \$16,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#5 IN THE MATTER OF a proposed revocable consent authorizing The New York and Presbyterian Hospitals, Inc. to continue to maintain and use a tunnel under and across Fort Washington Avenue, north of West 165th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #536**

For the period July 1, 2016 to June 30, 2017 - \$17,601
 For the period July 1, 2017 to June 30, 2018 - \$17,995
 For the period July 1, 2018 to June 30, 2019 - \$18,389
 For the period July 1, 2019 to June 30, 2020 - \$18,783
 For the period July 1, 2020 to June 30, 2021 - \$19,177
 For the period July 1, 2021 to June 30, 2022 - \$19,571
 For the period July 1, 2022 to June 30, 2023 - \$19,965
 For the period July 1, 2023 to June 30, 2024 - \$20,359
 For the period July 1, 2024 to June 30, 2025 - \$20,753

For the period July 1, 2025 to June 30, 2026 - \$21,147

the maintenance of a security deposit in the sum of \$17,800 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Five Million Dollars (\$5,000,000) aggregate.

#6 IN THE MATTER OF a proposed revocable consent authorizing The New York and Presbyterian Hospitals, Inc. to continue to maintain and use an arch tile conduit under and across West 165th Street, west of Fort Washington Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #939**

For the period July 1, 2016 to June 30, 2017 - \$4,296
 For the period July 1, 2017 to June 30, 2018 - \$4,392
 For the period July 1, 2018 to June 30, 2019 - \$4,488
 For the period July 1, 2019 to June 30, 2020 - \$4,584
 For the period July 1, 2020 to June 30, 2021 - \$4,680
 For the period July 1, 2021 to June 30, 2022 - \$4,776
 For the period July 1, 2022 to June 30, 2023 - \$4,872
 For the period July 1, 2023 to June 30, 2024 - \$4,968
 For the period July 1, 2024 to June 30, 2025 - \$5,064
 For the period July 1, 2025 to June 30, 2026 - \$5,160

the maintenance of a security deposit in the sum of \$4,200 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#7 IN THE MATTER OF a proposed revocable consent authorizing The New York and Presbyterian Hospitals, Inc. to continue to maintain and use a condenser piping system extending from the Hudson River to the Hospital's property at West 165th Street, west of Fort Hamilton Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #950**

For the period July 1, 2016 to June 30, 2017 - \$262,710
 For the period July 1, 2017 to June 30, 2018 - \$268,595
 For the period July 1, 2018 to June 30, 2019 - \$274,480
 For the period July 1, 2019 to June 30, 2020 - \$280,365
 For the period July 1, 2020 to June 30, 2021 - \$286,250
 For the period July 1, 2021 to June 30, 2022 - \$292,135
 For the period July 1, 2022 to June 30, 2023 - \$298,020
 For the period July 1, 2023 to June 30, 2024 - \$303,905
 For the period July 1, 2024 to June 30, 2025 - \$309,790
 For the period July 1, 2025 to June 30, 2026 - \$315,675

the maintenance of a security deposit in the sum of \$50,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#8 IN THE MATTER OF a proposed revocable consent authorizing The New York and Presbyterian Hospitals, Inc. to continue to maintain and use a transformer vault under the east sidewalk of Fort Washington Avenue, south of West 168th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1603**

For the period July 1, 2016 to June 30, 2017 - \$8,614
 For the period July 1, 2017 to June 30, 2018 - \$8,807
 For the period July 1, 2018 to June 30, 2019 - \$9,000
 For the period July 1, 2019 to June 30, 2020 - \$9,193
 For the period July 1, 2020 to June 30, 2021 - \$9,386
 For the period July 1, 2021 to June 30, 2022 - \$9,579
 For the period July 1, 2022 to June 30, 2023 - \$9,772
 For the period July 1, 2023 to June 30, 2024 - \$9,965
 For the period July 1, 2024 to June 30, 2025 - \$10,158
 For the period July 1, 2025 to June 30, 2026 - \$10,351

the maintenance of a security deposit in the sum of \$50,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#9 IN THE MATTER OF a proposed revocable consent authorizing San Remo Tenants' Corp. to continue to maintain and use planted areas on the west sidewalk of Central Park West, north of West 74th Street, on the north sidewalk of West 74th Street, west of Central Park West, and on the south sidewalk of West 75th Street, west of Central Park West, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2015 to June 30, 2025 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1531**

From July 1, 2015 to June 30, 2025 - \$2,151/per annum

the maintenance of a security deposit in the sum of \$12,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#9 IN THE MATTER OF a proposed revocable consent authorizing Starrett City Inc. to continue to maintain and use conduits under

Pennsylvania Avenue, north of Freeport Loop South, south of Freeport Loop North, south of Twin Pines Drive and south of Delmar Loop south, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1116**

For the period July 1, 2016 to June 30, 2017 - \$23,160
 For the period July 1, 2017 to June 30, 2018 - \$23,679
 For the period July 1, 2018 to June 30, 2019 - \$24,198
 For the period July 1, 2019 to June 30, 2020 - \$24,717
 For the period July 1, 2020 to June 30, 2021 - \$25,236
 For the period July 1, 2021 to June 30, 2022 - \$25,755
 For the period July 1, 2022 to June 30, 2023 - \$26,274
 For the period July 1, 2023 to June 30, 2024 - \$26,793
 For the period July 1, 2024 to June 30, 2025 - \$27,312
 For the period July 1, 2025 to June 30, 2026 - \$27,831

the maintenance of a security deposit in the sum of \$27,900 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#10 IN THE MATTER OF a proposed revocable consent authorizing Starrett City Inc. to continue to maintain and use two conduits, a pipe and a box wiring conduit under and across Van Sicken Avenue, north of Schroeders Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1263**

For the period July 1, 2016 to June 30, 2017 - \$11,023
 For the period July 1, 2017 to June 30, 2018 - \$11,270
 For the period July 1, 2018 to June 30, 2019 - \$11,517
 For the period July 1, 2019 to June 30, 2020 - \$11,764
 For the period July 1, 2020 to June 30, 2021 - \$12,011
 For the period July 1, 2021 to June 30, 2022 - \$12,258
 For the period July 1, 2022 to June 30, 2023 - \$12,505
 For the period July 1, 2023 to June 30, 2024 - \$12,752
 For the period July 1, 2024 to June 30, 2025 - \$12,999
 For the period July 1, 2025 to June 30, 2026 - \$13,246

the maintenance of a security deposit in the sum of \$13,300 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

j11-fl

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 55 Water Street, 9th Floor, Room 945, commencing at 2:00 P.M., on Wednesday, February 22, 2017. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 55 Water Street, 9th Floor South West, New York, NY 10041, or by calling (212) 839-6550.

#1 IN THE MATTER OF a proposed revocable consent authorizing 119 Grove Street LLC to construct, maintain and use a wheelchair lift on the west sidewalk of Grove Street, between Central Avenue and Evergreen Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from Date of Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2361**

From the Date of Approval to June 30, 2027 - \$25/per annum

the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#2 IN THE MATTER OF a proposed revocable consent authorizing Beresford apartments Inc. to install, maintain and use six (6) planters on the west sidewalk of Central Park West, between West 81st Street and West 82nd Street, and on the north sidewalk of West 81st Street, between Central Park West and Columbus Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2362**

From the Approval Date to the Expiration date - \$150/per annum

the maintenance of a security deposit in the sum of \$2,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#3 IN THE MATTER OF a proposed revocable consent authorizing BPP ST Owner LLC to construct, maintain and use three (3) manholes, together with pipes on the east sidewalk of Avenue C, between East 20th and East 14th Streets, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Date of approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P.# 2359**

The Final Approval Date by the Mayor terminating June 30, 2017- \$4,076/per annum

For the period July 1, 2017 to June 30, 2018 - \$4,167
 For the period July 1, 2018 to June 30, 2019 - \$4,258
 For the period July 1, 2019 to June 30, 2020 - \$4,349
 For the period July 1, 2020 to June 30, 2021 - \$4,440
 For the period July 1, 2021 to June 30, 2022 - \$4,531
 For the period July 1, 2022 to June 30, 2023 - \$4,622
 For the period July 1, 2023 to June 30, 2024 - \$4,713
 For the period July 1, 2024 to June 30, 2025 - \$4,804
 For the period July 1, 2025 to June 30, 2026 - \$4,895
 For the period July 1, 2025 to June 30, 2026 - \$4,986

the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#4 IN THE MATTER OF a modification of revocable consent authorizing ExxonMobil Oil Corporation to deactivate and close a conduit under and across Monitor Street, south of Greenpoint Avenue, in the Borough of Brooklyn. The proposed modified revocable consent is for a term of ten years from the Date of Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1174**

For the period July 1, 2016 to June 30, 2017 - \$11,467 - \$3/924/per annum (prorated from the date of Approval by the Mayor).

For the period July 1, 2017 to June 30, 2018 - \$7,734
 For the period July 1, 2018 to June 30, 2019 - \$7,925
 For the period July 1, 2019 to June 30, 2020 - \$8,116
 For the period July 1, 2020 to June 30, 2021 - \$8,307
 For the period July 1, 2021 to June 30, 2022 - \$8,498

the maintenance of a security deposit in the sum of \$6,000 and the insurance shall be the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) per occurrence, and Five Million Dollars (\$5,000,000) aggregate.

#5 IN THE MATTER OF a proposed revocable consent authorizing Montefiore Medical Center to continue to maintain and use a tunnel under and across Bainbridge Avenue, north of East 210th Street, in the Borough of the Bronx. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #528**

For the period July 1, 2016 to June 30, 2017 - \$10,565
 For the period July 1, 2017 to June 30, 2018 - \$10,802
 For the period July 1, 2018 to June 30, 2019 - \$11,039
 For the period July 1, 2019 to June 30, 2020 - \$11,276
 For the period July 1, 2020 to June 30, 2021 - \$11,513
 For the period July 1, 2021 to June 30, 2022 - \$11,750
 For the period July 1, 2022 to June 30, 2023 - \$11,987
 For the period July 1, 2023 to June 30, 2024 - \$12,224
 For the period July 1, 2024 to June 30, 2025 - \$12,461
 For the period July 1, 2025 to June 30, 2026 - \$12,698

the maintenance of a security deposit in the sum of \$11,900 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#6 IN THE MATTER OF a proposed revocable consent authorizing Montefiore Medical Center, to continue to maintain and use conduits under and across Rochambeau Avenue, Steuben Avenue, Wayne Avenue and East 210th Street, in the Borough of the Bronx. The proposed revocable consent is for a term of ten years from July 1, 2016 to June 30, 2026 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1256**

For the period July 1, 2016 to June 30, 2017 - \$4,296
 For the period July 1, 2017 to June 30, 2018 - \$4,392
 For the period July 1, 2018 to June 30, 2019 - \$4,488
 For the period July 1, 2019 to June 30, 2020 - \$4,584
 For the period July 1, 2020 to June 30, 2021 - \$4,680
 For the period July 1, 2021 to June 30, 2022 - \$4,776
 For the period July 1, 2022 to June 30, 2023 - \$4,872
 For the period July 1, 2023 to June 30, 2024 - \$4,968
 For the period July 1, 2024 to June 30, 2025 - \$5,064
 For the period July 1, 2025 to June 30, 2026 - \$5,160

the maintenance of a security deposit in the sum of \$12,700 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#7 IN THE MATTER OF a proposed revocable consent authorizing Seaport Heights, LLC to construct, maintain and use flood mitigation system components in the east sidewalk of Front Street, between John Street and Fletcher, and in the east sidewalk of Fletcher Street, between Front Street and South Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the

following schedule: **R.P. # 2366**

There shall be no compensation required for this license.

the maintenance of a security deposit in the sum of \$5,000 and the insurance shall be the amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#8 IN THE MATTER OF a proposed revocable consent authorizing VNO 225 West 58th Street LLC to construct, maintain and use a hydronic snowmelt system in the south sidewalk of Central Park South and in the north sidewalk of West 58th Street, between Broadway and Seventh Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2364**

From the Approval Date by the Mayor to June 30, 2017 - \$14,493/annum

For the period July 1, 2017 to June 30, 2018 - \$14,841
 For the period July 1, 2018 to June 30, 2019 - \$15,189
 For the period July 1, 2019 to June 30, 2020 - \$15,537
 For the period July 1, 2020 to June 30, 2021 - \$15,885
 For the period July 1, 2021 to June 30, 2022 - \$16,233
 For the period July 1, 2022 to June 30, 2023 - \$16,581
 For the period July 1, 2023 to June 30, 2024 - \$16,929
 For the period July 1, 2024 to June 30, 2025 - \$17,227
 For the period July 1, 2025 to June 30, 2026 - \$17,625
 For the period July 1, 2026 to June 30, 2027 - \$17,973

the maintenance of a security deposit in the sum of \$18,000 and the insurance shall be the amount of Two Million Dollars (\$2,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

◀ **f1-22**

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

■ SALE

The City of New York in partnership with PropertyRoom.com posts vehicle and heavy machinery auctions online every week at: <https://www.propertyroom.com/s/nyc+fleet>

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

Vehicles can be viewed in person by appointment at: Kenben Industries Ltd., 1908 Shore Parkway, Brooklyn, NY 11214. Phone: (718) 802-0022

o11-m29

OFFICE OF CITYWIDE PROCUREMENT

■ NOTICE

The Department of Citywide Administrative Services, Office of Citywide Procurement is currently selling surplus assets on the internet. Visit <http://www.publicsurplus.com/sms/nycdcas.ny/browse/home>.

To begin bidding, simply click on 'Register' on the home page.

There are no fees to register. Offerings may include but are not limited to: office supplies/equipment, furniture, building supplies, machine tools, HVAC/plumbing/electrical equipment, lab equipment, marine equipment, and more.

Public access to computer workstations and assistance with placing bids is available at the following locations:

- DCAS Central Storehouse, 66-26 Metropolitan Avenue, Middle Village, NY 11379
- DCAS, Office of Citywide Procurement, 1 Centre Street, 18th Floor, New York, NY 10007

j3-d29

POLICE

■ NOTICE

OWNERS ARE WANTED BY THE PROPERTY CLERK DIVISION OF THE NEW YORK CITY POLICE DEPARTMENT

The following listed property is in the custody of the Property Clerk Division without claimants:

Motor vehicles, boats, bicycles, business machines, cameras, calculating machines, electrical and optical property, furniture, furs, handbags, hardware, jewelry, photographic equipment, radios, robes, sound systems, surgical and musical instruments, tools, wearing apparel, communications equipment, computers, and other miscellaneous articles.

Items are recovered, lost, abandoned property obtained from prisoners, emotionally disturbed, intoxicated and deceased persons; and property obtained from persons incapable of caring for themselves.

INQUIRIES

Inquiries relating to such property should be made in the Borough concerned, at the following office of the Property Clerk.

FOR MOTOR VEHICLES (All Boroughs):

- Springfield Gardens Auto Pound, 174-20 North Boundary Road, Queens, NY 11430, (718) 553-9555
- Erie Basin Auto Pound, 700 Columbia Street, Brooklyn, NY 11231, (718) 246-2030

FOR ALL OTHER PROPERTY

- Manhattan - 1 Police Plaza, New York, NY 10038, (646) 610-5906
- Brooklyn - 84th Precinct, 301 Gold Street, Brooklyn, NY 11201, (718) 875-6675
- Bronx Property Clerk - 215 East 161 Street, Bronx, NY 10451, (718) 590-2806
- Queens Property Clerk - 47-07 Pearson Place, Long Island City, NY 11101, (718) 433-2678
- Staten Island Property Clerk - 1 Edgewater Plaza, Staten Island, NY 10301, (718) 876-8484

j3-d29

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](http://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

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 prequalification application using the City's Health and Human Services (HHS) Accelerator System. The HHS Accelerator System is a web-based system maintained by the City of New York for use by its human services Agencies to manage procurement. The process removes redundancy by capturing information about boards, filings, policies, and general

service experience centrally. As a result, specific proposals for funding are more focused on program design, scope, and budget.

Important information about the new method

- Prequalification applications are 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, organizational capacity, and relevant service experience.
- Approved organizations will be eligible to compete and would submit electronic proposals through the system.

The Client and Community Service Catalog, which lists all Prequalification service categories and the NYC Procurement Roadmap, which lists all RFPs to be managed by HHS Accelerator may be viewed at <http://www.nyc.gov/html/hhsaccelerator/html/roadmap/roadmap.shtml>. All current and prospective vendors should frequently review information listed on roadmap to take full advantage of upcoming opportunities for funding.

Participating NYC Agencies

HHS Accelerator, led by the Office of the Mayor, is governed by an Executive Steering Committee of Agency Heads who represent the following NYC Agencies:

- Administration for Children's Services (ACS)
- Department for the Aging (DFTA)
- Department of Consumer Affairs (DCA)
- Department of Corrections (DOC)
- Department of Health and Mental Hygiene (DOHMH)
- Department of Homeless Services (DHS)
- Department of Probation (DOP)
- Department of Small Business Services (SBS)
- Department of Youth and Community Development (DYCD)
- Housing and Preservation Department (HPD)
- Human Resources Administration (HRA)
- Office of the Criminal Justice Coordinator (CJC)

To sign up for training on the new system, and for additional information about HHS Accelerator, including background materials, user guides and video tutorials, please visit www.nyc.gov/hhsaccelerator

CITYWIDE ADMINISTRATIVE SERVICES

OFFICE OF CITYWIDE PROCUREMENT

■ AWARD

Goods

ASPHALT RELEASE AND REMOVAL AGENTS - Competitive Sealed Bids - PIN# 8571600462 - AMT: \$1,259,280.00 - TO: Seaboard Asphalt Products Co., 3601 Fairfield Road, Baltimore, MD 21226.

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FURNITURE: INFANT AND HOUSEHOLD FOR ACS AND DHS - Competitive Sealed Bids - PIN# 8571600225 - AMT: \$8,892,400.00 - TO: Tristate APTMT Furnishers, LLC, 431 Timpson Place, Bronx, NY 10455.

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COMPTROLLER

■ SOLICITATION

Services (other than human services)

INVESTMENT MANAGER SEARCH METHOD - Innovative Procurement - Other - PIN# 015-178-19600 EY - Due 2-23-17 at 4:00 P.M.

The Comptroller of the City of New York (the "Comptroller"), acting on behalf of the New York City Employees' Retirement Systems, the Teachers' Retirement System for the City of New York, the New York City Police Pension Fund, Subchapter 2, the New York City Fire Department Pension Fund, Subchapter Two, the New York City Board of Education Retirement System, the New York City Firefighters' Variable Supplements Funds, the New York City Fire Officers' Variable Supplements Fund, the New York City Police Officers' Variable Supplement Funds, and the New York City Police Superior Officers' Variable Supplements Fund and related funds (the "Systems"), is conducting a manager search to identify investment management firms to manage Enhanced Yield Fixed Income portfolios for one or more of the Systems.

How to Participate in this Search: To be considered, investment management firms must comply with the following requirements:

1. All candidates should carefully review the Notice of Search and the Minimum Requirements described in Section B of the Notice. Interested candidates, including incumbent managers, that meet the minimum requirements, must enter their information in the following three databases in order to be considered. The Systems' Investment Consultants will review the following databases and provide BAM with a written report identifying the Investment Managers who meet the minimum requirements set forth in the Notice of Search.
 - a. For Callan, investment firms must submit their information directly to the Investment Consultant. Information on requirements for entering information into these databases can be found at: <http://www.callan.com> (click on "Manager Questionnaire").
 - b. For Wilshire, investment firms must submit their information directly to the Investment Consultant (Wilshire Compass). Information on requirements for entering information into these databases can be found at: <https://compassportal.wilshire.com>.
 - c. For Rocaton, NEPC and Segal Rogerscasey, investment firms must enter their information into eVestment Alliance's database. Information on requirements for entering information into these databases can be found at <https://www.evestment.com> (click on "Submit My Data").
2. All firms must ensure that they completely identify their firm and product information in the aforementioned databases. Additionally, firms must ensure that the information is current and accurate.
3. There is no fee for entering information into the aforementioned databases. Investment managers are advised that information in the database may become part of any pool contract that results from this Search.

Current and accurate data must be in the aforementioned databases no later than February 23, 2017, at which time the respective Investment Consultant shall commence its review of the database.

Minority-Owned and Women-Owned Businesses or partnership arrangements with Minority-Owned and Women-Owned investment firms are encouraged. Additionally, participation by small and New York City-based businesses is encouraged.

The Notice of Search will be available for download from the Comptroller's website, www.comptroller.nyc.gov, on or about February 1, 2017. To download the Notice of Search, select "RFPs and Solicitations" then "Notice of Search for Enhanced Yield Fixed Income Investment Management Services." Questions about the Notice of Search should be transmitted by email to Noreen Pye at EnhancedYieldSearch@comptroller.nyc.gov by February 13, 2017.

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.
Comptroller, 1 Centre Street, Room 800 South, New York, NY 10007.
Noreen Pye (212) 669-4949; npye@comptroller.nyc.gov

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DESIGN AND CONSTRUCTION

AGENCY CHIEF CONTRACTING OFFICER

■ SOLICITATION

Construction / Construction Services

CONSTRUCTION OF HIGH LEVELS STORM SEWERS, SANITARY SEWERS, WATER MAIN, TRUNK WATER MAIN AND APPURTENANCES IN FLATLANDS AVE ETC.-BOROUGH OF BROOKLYN - Competitive Sealed Bids - PIN# 85017B0073 - Due 3-2-17 at 11:00 A.M.

PROJECT NO. SE-853/DDC PIN: 8502015SE0035C

Bid document deposit-\$35.00 per set-company check or money order only-no cash accepted-late bids will not be accepted
Special Experience Requirements
Apprenticeship Participation Requirements apply to this contract
Bid documents are available at: <http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp>

This procurement is subject to Minority-Owned and Women-Owned Business Enterprises (MWBE) participation goals as required by Local Law 1 of 2013. All respondents will be required to submit an M/WBE Participation Plan with their response. For the MWBE goals, please visit our website at <http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp> see "Bid Opportunities". For a list of companies certified by the NYC Department of Small Business Services, please visit www.nyc.gov/buycertified. To find out how to become certified, visit www.nyc.gov/

getcertified or call the DSBS certification helpline at (212) 513-6311.

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.

Design and Construction, 30-30 Thomson Avenue, First Floor, Long Island City, NY 11101. Brenda Barreiro (718) 391-1041; barreirob@dcd.nyc.gov

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EDUCATION

■ SOLICITATION

Goods and Services

REQUIREMENTS CONTRACT FOR INSPECTION, MAINTENANCE AND REPAIR OF SCISSOR AND PERSONNEL LIFTS - Competitive Sealed Bids - PIN# B2995040 - Due 3-22-17 at 4:00 P.M.

To download Bid B2995, please go to <http://schools.nyc.gov/Offices/DCP/Vendor/RequestsforBids/Default.htm>. If you cannot download, send an email to vendorhotline@schools.nyc.gov with the RFB number and title in the subject line.

For all questions related to this RFB, please email krodrig7@schools.nyc.gov with the RFB number and title in the subject line of your email.

Description: The Contractor shall provide all labor, material and supervision required and necessary to repair, replace, maintain, inspect, test, diagnose, analyze, and verify the proper operation of all components of school base scissor lifts. Work will include certifying the proper and safe operation of scissor lifts and training to persons who are designated by the Board to be trained on the equipment.

There will be a Pre-Bid Conference on Wednesday, February 15, 2017, at 2:00 P.M., at 65 Court Street, 12th Floor, Conference Room 1201, Brooklyn, NY 11201.

Bid opens on March 23, 2017 at 11:00 A.M.

The New York City Department of Education (DOE) strives to give all businesses, including Minority and Women-Owned Business Enterprises (MWBEs), an equal opportunity to compete for DOE procurements. The DOE's mission is to provide equal access to procurement opportunities for all qualified vendors, including MWBEs, from all segments of the community. The DOE works to enhance the ability of MWBEs to compete for contracts. DOE is committed to ensuring that MWBEs fully participate in the procurement process.

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.

Education, 65 Court Street, Room 1201, Brooklyn, NY 11201. Vendor Hotline (718) 935-2300; vendorhotline@schools.nyc.gov



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ENVIRONMENTAL PROTECTION

WASTEWATER TREATMENT

■ SOLICITATION

Services (other than human services)

SERVICE AND REPAIR OF CENTRIFUGES AT DEP FACILITIES CITYWIDE (BWT) - Competitive Sealed Bids - PIN# 82617B0024 - Due 2-21-17 at 11:30 A.M.

Project Number: 1435-CEN, Document Fee: \$100, Project Manager: Billal Hossain, BHossain@dep.nyc.gov. There will be a Pre-Bid Meeting to be held on February 8, 2017, located at 9605 Horace Harding Expressway, 2nd Floor Conference Room #4, Flushing, NY 11373, at 11:00 A.M.

Bidders are hereby advised that this contract is subject to the Project Labor Agreement ("PLA") entered into between the City and the Building and Construction Trades Council of Greater New York ("BCTG") affiliated local unions. Please refer to the bid documents for further information.

The procurement is subject to participation goals for MBEs and/or WBEs as required by Local Law 1. 5 percent M/WBE Subcontracting.

● **SERVICE AND REPAIR OF KAWASAKI GAS TURBINE GENERATORS AT MANHATTAN PUMPING STATION** - Competitive Sealed Bids - PIN# 82617B0032 - Due 2-21-17 at 11:30 A.M.

Project Number: 1443-GEN, Document Fee: \$80, Project Manager: M. D. Rahman, MDRahman@dep.nyc.gov

Bidders are hereby advised that this contract is subject to the Project Labor Agreement ("PLA") entered into between the City and the Building and Construction Trades Council of Greater New York ("BCTG") affiliated local unions. Please refer to the bid documents for further information.

0 percent M/WBE Subcontracting.

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.

Environmental Protection, 59-17 Junction Boulevard, 17th Floor Bid Room, Flushing, NY 11373. Fabian Heras (718) 595-3265; fheras@dep.nyc.gov



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HEALTH AND MENTAL HYGIENE

■ AWARD

Human Services/Client Services

MENTAL HEALTH SERVICES - Required Method (including Preferred Source) - PIN# 13AZ002301R2X00 - AMT: \$906,344.00 - TO: Skylight Center Inc., 307 St. Marks Place, Staten Island, NY 10301.

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HOUSING AUTHORITY

PROCUREMENT

■ SOLICITATION

Goods and Services

(CDBG-DR) PRE-APPRENTICESHIP TRAINING AND PLACEMENT SERVICES - ("P-ATP") - Request for Proposals - PIN# 64928 - Due 3-7-17 at 2:00 P.M.

To provide NYCHA with P-ATP and placement services, as detailed more fully within Section II of this RFP to bolster and supplement the number of Residents available to fill the apprenticeship slots, as contemplated by the MOU. The Services will be funded through CDBG-DR and FEMA funds and, as such, the recruitment of Residents for the P-ATP will prioritize Residents of Sandy damaged NYCHA developments.

A non-mandatory Proposers' Conference will be held on February 9, 2017, at 2:00 P.M., in Room 11-516, located on the 11th Floor, at 90 Church Street, New York, NY 10007. Although attendance is not mandatory at the Proposers' Conference, it is strongly recommended that all interested Proposers attend. NYCHA additionally recommends that Proposers submit, via email, written questions in advance of the Proposers' Conference, however all questions must be received by to NYCHA's Coordinator Meddy Ghabaee at meddy.ghabaee@nycha.nyc.gov and copy to Jacques Barbot at Jacques.barbot@nycha.nyc.gov by no later than 2:00 P.M. on February 16, 2017. Questions submitted in writing must include the firm name and the name, title, address, telephone number, fax number and email address of the individual to whom responses to the Proposer's questions should be given. Proposers will be permitted to ask additional questions at the Proposers' Conference. All responses to questions will be posted on the NYCHA's online system iSupplier by February 23, 2017. Proposals must be received by NYCHA no later than 2:00 P.M. on March 7, 2017. Proposers should refer to Section IV(2) of this RFP for details on Proposal packaging and submission requirements.

Interested firms are invited to obtain a copy on NYCHA's website. To conduct a search for the RFP number; vendors are instructed to open the link: <http://www1.nyc.gov/site/nycha/business/isupplier-vendor-registration.page>. Once on that page, please make a selection from the first three links highlighted in red: New suppliers for those who have never registered with iSupplier, current NYCHA suppliers and vendors for those who have supplied goods or services to NYCHA in the past but never requested a login ID for iSupplier, and Login for registered suppliers if you already have an iSupplier ID and password. Once you are logged into iSupplier, select "Sourcing Supplier," then "Sourcing" followed by "Sourcing Homepage" and then reference the applicable RFP PIN/solicitation number.

Suppliers electing to obtain a non-electronic paper document will be subject to a \$25 non-refundable fee; payable to NYCHA by USPS-Money Order/Certified Check only for each set of RFP documents requested. Remit payment to NYCHA Finance Department, at 90

Church Street, 6th Floor; obtain receipt and present it to the Supply Management Procurement Group; RFP package will be generated at the time of request.

Each Proposer is required to submit one (1) signed original and (6) copies of its Proposal package. In addition to the paper copies of the Proposal, Proposers shall submit one (1) complete and exact copy of the Proposal on CD-ROM or a Flash drive in Microsoft Office (2010 version or later) or Adobe PDF format. The original signed hard-copy must be clearly labeled as such. If there are any differences between the original and any of the copies (or the electronic copy of the Proposal), the material in the hard copy original will prevail.

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

Housing Authority, 90 Church Street, New York, NY 10007. Meddy Ghabaee (212) 306-4539; meddy.ghabaee@nycha.nyc.gov

Accessibility questions: JJ Suarez, Jr. (212) 306-8318 JJ.SuarezJr@nycha.nyc.gov, by: Tuesday, February 7, 2017, 2:00 P.M.



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SUPPLY MANAGEMENT

■ SOLICITATION

Goods and Services

SMD INSTALLATION OF VINYL COMPOSITION FLOOR TILE AND REMOVAL AND INSTALLATION OF VINYL COMPOSITION FLOOR TILE IN APARTMENTS-VARIOUS DEVELOPMENTS WITHIN THE FIVE BOROUGHES - Competitive

- Sealed Bids - Due 3-2-17
- PIN# 64816 - Castle Hill Houses, Bronx - Due at 10:00 A.M.
- PIN# 64817 - Gravesend Houses, Brooklyn - Due at 10:05 A.M.
- PIN# 64818 - Howard Houses and Tilden Houses, Brooklyn - Due at 10:10 A.M.
- PIN# 64819 - Jefferson Houses, Manhattan - Due at 10:15 A.M.
- PIN# 64820 - Douglass Houses, Douglass Addition and 830 Amsterdam Avenue, Manhattan - Due at 10:20 A.M.

Term of the contract One (1) Year. The work shall consist of furnishing all labor, materials, equipment and all other work as follows:
 Installation of vinyl-composition floor tile over existing floor tile.
 Installation of vinyl-composition floor tile over the existing properly prepared concrete floor. The removal and replacement of existing/or missing vinyl cove base molding. The removal of existing floor tile and installation of vinyl-composition floor tile over the existing properly prepared concrete floor.

● **SURVEY, INSPECTION, TESTING, REPAIR AND ALTERATIONS TO FIRE ALARM SYSTEMS-VARIOUS DEVELOPMENTS** - Competitive Sealed Bids - Due 3-2-17

- PIN# 63903-3 - Queens Developments - Due at 10:00 A.M.
 - PIN# 63904-3 - Bronx South Developments - Due at 10:05 A.M.
- The terms of the contract is two (2) years. Repair, replace or install new interior fire alarm systems as required to insure proper operation. The contractor shall submit detailed scope of work and cost proposals for the recommended repairs, complete replacement or installation of new interior fire alarm systems based on the unit prices in the Form of Proposal. Where unit prices have not been provided, the contractor shall provide a detailed scope of work and cost proposal (including cost breakdown) for the work required. Whenever possible the cost proposal shall be a lump sum price. The Contractor shall obtain the approval of the Authority's designated representative prior to making repairs or replacing fire alarm systems.

NOTE: The Unit Prices will include all costs associated with the removal/replacement of all items required to perform said work. Survey interior automatic fire alarm and signal systems in apartment buildings, community centers and child care centers and identify any design or operating deficiencies or Code violations. Submit reports on condition of systems including recommendations for corrective action. Reports must be submitted within 10 business days from issuance of authorization to work.

This Contract shall be subject to the New York City Housing Authority's Project Labor Agreement (PLA). As part of its bid and no later than three (3) business days after the bid opening, the Bidder must submit Letters of Assent to the Project Labor Agreement signed by the Bidder and each of the Bidder's proposed Subcontractors. Failure to submit all required signed Letters of Assent within three (3) business days after the bid opening shall result in a determination that the Bidder's bid is non-responsive.

Interested firms are invited to obtain a copy on NYCHA's website. To conduct a search for the RFQ number; vendors are instructed to open the link: <http://www1.nyc.gov/site/nycha/business/isupplier-vendor-registration.page>. Once on that page, please make a selection from the first three links highlighted in red: New suppliers for those who have never registered with iSupplier; current NYCHA suppliers and vendors for those who have supplied goods or services to NYCHA in the past

but never requested a login ID for iSupplier, and Login for registered suppliers if you already have an iSupplier ID and password. Once you are logged into iSupplier, select "Sourcing Supplier," then "Sourcing" followed by "Sourcing Homepage" and then reference the applicable RFQ PIN/solicitation number.

Suppliers electing to obtain a non-electronic paper document will be subject to a \$25 non-refundable fee; payable to NYCHA by USPS-Money Order/Certified Check only for each set of RFQ documents requested. Remit payment to NYCHA Finance Department, at 90 Church Street, 6th Floor; obtain receipt and present it to the Supply Management Procurement Group; RFQ package will be generated at the time of request.

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

Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007. Mimose Julien (212) 306-8141; Fax: (212) 306-5109; mimose.julien@nycha.nyc.gov

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PARKS AND RECREATION

■ VENDOR LIST

Construction/Construction Services

PREQUALIFIED VENDOR LIST: GENERAL CONSTRUCTION - NON-COMPLEX GENERAL CONSTRUCTION SITE WORK ASSOCIATED WITH NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION ("DPR" AND/OR "PARKS") PARKS AND PLAYGROUNDS CONSTRUCTION AND RECONSTRUCTION PROJECTS

DPR is seeking to evaluate and pre-qualify a list of general contractors (a "PQL") exclusively to conduct non-complex general construction site work involving the construction and reconstruction of DPR parks and playgrounds projects not exceeding \$3 million per contract ("General Construction").

By establishing contractor's qualification and experience in advance, DPR will have a pool of competent contractors from which it can draw to promptly and effectively reconstruct and construction its parks, playgrounds, beaches, gardens and green-streets. DPR will select contractors from the General Construction PQL for non-complex general construction site work of up to \$3,000,000.00 per contract, through the use of a Competitive Sealed Bid solicited from the PQL generated from this RFQ.

The vendors selected for inclusion in the General Construction PQL will be invited to participate in the NYC Construction Mentorship. NYC Construction Mentorship focuses on increasing the use of small NYC contracts, and winning larger contracts with larger values. Firms participating in NYC Construction Mentorship will have the opportunity to take management classes and receive on-the-job training provided by a construction management firm.

DPR will only consider applications for this General Construction PQL from contractors who meet any one of the following criteria:

- 1) The submitting entity must be a Certified Minority/Woman Business Enterprise (M/WBE)*;
- 2) The submitting entity must be a registered joint venture or have a valid legal agreement as a joint venture, with at least one of the entities in the joint venture being a certified M/WBE*;
- 3) The submitting entity must indicate a commitment to sub-contract no less than 50 percent of any awarded job to a certified M/WBE for every work order awarded.

*Firms that are in the process of becoming a New York City-certified M/WBE, may submit a PQL application and submit a M/WBE Acknowledgement Letter, which states the Department of Small Business Services has begun the Certification process.

Application documents may also be obtained on-line at: <http://a856-internet.nyc.gov/nycvendronline/home.asap>; or <http://www.nycgovparks.org/opportunities/business>.

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, Olmsted Center, Annex, Flushing Meadows-Corona Park, Flushing, NY 11368. Alicia H. Williams (718) 760-6925; Fax: (718) 760-6885; dmwbe.capital@parks.nyc.gov

SPECIAL MATERIALS

CITY PLANNING

■ NOTICE

NEGATIVE DECLARATION

Project Identification

CEQR No. 17DCP071K
ULURP Nos. 170070ZMK, N170071ZRK
BSA No. 2016-4333-BZ
SEQRA Classification: Type I

Lead Agency

City Planning Commission
120 Broadway, 31st Floor
New York, NY 10271
Contact: Robert Dobruskin
(212) 720-3423

Name, Description and Location of Proposal:

1350 Bedford Avenue Rezoning

The Applicant, Bedford Arms, LLC is seeking a zoning map amendment to rezone Brooklyn Block 1205, Lot 28 (the "project site"), located at 1350 Bedford Avenue in the Crown Heights neighborhood of Brooklyn Community District 8, from an R6A district to an R7D district. In addition, the Applicant is requesting a zoning text amendment pursuant to New York City Zoning Resolution (ZR) Appendix F, Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas, to map a Mandatory Inclusionary Housing (MIH) designated area coterminous with the proposed rezoning area. The proposed actions would facilitate a proposal by the applicant to construct a nine-story, approximately 88,664 gross square-foot (gsf) residential building measuring 85 feet in height and containing 94 Use Group (UG) 2 affordable dwelling units, pursuant to the proposed MIH program, and 23 accessory parking spaces on a portion of the project site.

In addition to seeking the proposed zoning map and text amendment actions, the applicant is also seeking a NYC Board of Standards and Appeals (BSA) special permit pursuant to ZR Section 73-433 ("Reduction of existing parking spaces for income-restricted housing units") to waive to the parking requirements for 35 spaces accessory to an existing residential building on the project site. A coordinated environmental review is being conducted, with the BSA acting as an involved agency.

The project site has a lot area of 36,433 square feet (sf) and is located on a corner lot with frontage on Pacific Street to the north, Bedford Avenue to the east, and Dean Street to the south. Located directly east of the project site, on the eastern side of Bedford Avenue, is the NYC Landmarks Preservation Commission (LPC), New York State Historic Preservation Office (SHPO) and National Register (NR) designated Crown Heights North Historic District. Located directly north of the project site, on the north side of Pacific Street, is the LPC, SHPO, and NR designated 23rd Street Regiment Armory. The project site is currently developed with a six-story, 82,655 gsf residential building containing 78 income-restricted dwelling units, a 35 space accessory parking lot accessed by a curb cut on Pacific Street, and a vacant 10,000 sq. ft. area. The proposed project would be constructed on the portion of the lot occupied by the parking lot and vacant area, while the existing residential building would remain. The proposed 23 space accessory parking would be located to the west of the proposed building and accessed by the existing curb cut on Pacific Street.

R6A zoning districts are medium density contextual residential districts that allow residential and community facility uses at an FAR of 3.0, or 3.6 mapped within an Inclusionary Housing designated area or an MIH area. Buildings in R6A districts can reach a maximum building height of 70 feet, or 75 feet with a qualifying ground floor of at least 13 feet. Accessory parking is required for 50% of the dwelling units in residential buildings.

R7D zoning districts are greater density residential districts that promote new contextual development along transit corridors, and allow residential and community facility uses at an FAR of 4.2, and a maximum building height of 100 feet. When mapped within an MIH area, the maximum FAR is 5.6, and the maximum building height is 115 feet (eleven stories) for buildings with qualifying ground floors. Parking is required for 50% of all dwelling units affordable to families earning above 80% Area Median Income (AMI). Parking requirements may be waived pursuant to ZR Section 73-433 ("Reduction of existing parking spaces for income-restricted housing units") for income-

restricted units already existing on a zoning lot, to facilitate the creation or preservation of affordable housing.

At this time, the Applicant expects to provide 100% of the dwelling units for the proposed project as affordable, at an average of 80% AMI. According to the Applicant, at least 30% of the units would be made available to families earning incomes at or below 80% AMI, pursuant to MIH Option 2 as outlined in ZR Section 23-154 ("Inclusionary Housing"). A total of 23 at-grade parking spaces would be provided for the proposed residential development, in compliance with ZR Section 25-23 ("Requirements where group parking facilities are provided"), for the proposed new market-rate residential units. The proposed new building would have an FAR of 2.2, and with the existing built FAR of 1.88, the project site would have a total FAR of 4.08. The proposed BSA special permit would allow the waiver of 35 existing accessory parking spaces.

For the purpose of a presenting a conservative analysis, the Environmental Assessment Statement (EAS) prepared for the proposed project considers future development (the future "With Action Scenario") that is larger than the Applicant's intended project. The EAS assumes that the proposed actions could facilitate the construction of an eleven-story, approximately 135,568 gsf residential building measuring 115 feet in height and containing 136 dwelling units (100% of which would be made affordable to families earning at or below 80% AMI) and 23 accessory parking spaces. The proposed With-Action Scenario development would be built to an FAR of 3.72, and with the existing built FAR of 1.88, the project site would have a total FAR of 5.6.

Absent the proposed actions and under the existing R6A zoning district, the existing conditions at the project site are expected to remain.

The analysis year for the proposed project is 2020.

The proposed actions include an (E) designation on the development site (Block 1205, Lot 28) in order to preclude future hazardous materials, air quality and noise impacts. The (E) designation number is E-412.

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COMPTROLLER

■ NOTICE

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, **NOTICE IS HEREBY GIVEN** that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007, on 2/13/2017 to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
1 & 2	7918	114 & 126

Acquired in the proceeding entitled: EMS STATION 58 subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller

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EDUCATIONAL CONSTRUCTION FUND

■ NOTICE

Notice of Completion of the Draft Environmental Impact Statement (EIS) ECF East 96th Street Project

NOTICE IS HEREBY GIVEN that the NYC Educational Construction Fund, as lead agency, has accepted a Draft Environmental Impact Statement on the proposed ECF East 96th Street project. The Draft EIS is available from the New York City Educational Construction Fund, 30-30 Thomson Avenue, 1st Floor, Long Island City, NY 11101, and online at <http://schools.nyc.gov/community/facilities/ecf.htm>. A public hearing on the DEIS will be held at a later date to be announced. Advance notice will be given of the time and place of the hearing. Written comments on the DEIS are requested and would be received and considered by the Lead Agency until the 10th calendar day following the close of the public hearing.

The co-applicants, ECF and AvalonBay Communities, Inc., are seeking a rezoning and other actions to allow the construction of a mixed-use building, a replacement facility for the existing School of Cooperative Technical Education (SCTE), a new facility for the relocation of two existing neighborhood public high schools, and relocation of an existing jointly-operated playground on Block 1668, Lot 1, in the East Harlem neighborhood of Manhattan. The proposed project involves the construction of a mixed-use tower on Second Avenue containing a 135,000-gross square foot (gsf) public technical school—a replacement facility for the existing SCTE on the project site—as well as approximately 25,000 gsf of retail space, and approximately 1,015,000 gsf of residential floor area (1,100-1,200 units), of which 70 percent will be market rate and 30 percent will be permanently affordable. Following the demolition of the existing SCTE, the co-applicants will construct a 135,000 gsf building on First Avenue that will house two public high schools. The jointly-operated playground currently on the western portion of the project site would be relocated to the center of the project block. It is anticipated that site preparation and construction for the project would commence in 2018 and is expected it would be complete and operational in 2023.

Lead Agency: New York City Educational Construction Fund
Sponsoring Agency: New York City Educational Construction Fund
Contact: Jennifer Maldonado, Executive Director
New York City Educational Construction Fund
RE: COOP Tech @ East 96th Street
30-30 Thomson Avenue, First Floor
Long Island City, NY 11101
E96thStreet@schools.nyc.gov

SEQRA/CEQR Classification: Type I

Location of Action: The project site is Block 1668, Lot 1, the full block bounded by East 96th and 97th Street and First and Second Avenues in the East Harlem neighborhood of Manhattan. It is located in Manhattan Community District 11. The western portion of the project site is currently occupied by the Marx Brothers Playground, which is jointly operated by DOE and DPR. The playground area facing Second Avenue is currently in use by MTA as a staging area for Second Avenue Subway construction. The eastern portion of the project site is occupied by a 4-story school building, currently in use by SCTE, a DOE facility for high school students.

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OFFICE OF LABOR RELATIONS

■ NOTICE

The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: ROBERT W. LINN, COMMISSIONER
SUBJECT: EXECUTED CONTRACT: ATTORNEYS
TERM: FEBRUARY 18, 2010 TO AUGUST 17, 2017

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations behalf of the City of New York and Local 237, International Brotherhood of Teamsters, and its affiliate, the Civil Service Bar Association, on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: January 6, 2017 _____

AGREEMENT entered into this 6th day of January, 2017 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and Local 237, International Brotherhood of Teamsters, AFLCIO and its affiliate, the Civil Service Bar Association (hereinafter referred to jointly as the "Union"), for the period from February 18, 2010 to August 17, 2017.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full time, part time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service, the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

TC# or TTC#	TITLE
30087	Agency Attorney
30086	Agency Attorney Interne
30085	Attorney at Law *
06517	Senior Student Legal Specialist (Law Department)
05072	Student Legal Specialist
05073, 30105	Student Legal Assistant
06044	Student Legal Assistant (Sanitation)**

* For present incumbents only

** Title deleted from the Classification of the City of New York in May 2014

Section 2.

The terms "employee" and "employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

- 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 "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- 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.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended to date, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995 - 2001 Citywide Agreement, an Employee who works on a full-time per diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time per annum employee. An employee who works on a part time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a part-time per diem or hourly basis and

who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate - 1/261 of the appropriate minimum basic salary.

Hourly Rate - 35 hour week basis 1/1827 of the appropriate minimum basic salary.

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

Section 2.

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

a. Effective February 18, 2010

	i. Minimum		ii. Maximum
	(1) Hiring	(2) Incumbent	
Agency Attorney Interne	\$52,482	\$60,354	\$63,722
Agency Attorney Level I (See: Note)	\$53,181	\$61,158	\$81,189
Agency Attorney Level II (See: Note)	\$60,074	\$69,085	\$90,027
Agency Attorney Level III (See: Note)	\$66,970	\$77,015	\$98,864
Agency Attorney Level IV (See: Note)	\$69,946	\$80,438	\$105,712
Attorney at Law Level I (See: Note)	\$53,181	\$61,158	\$81,189
Attorney at Law Level II (See: Note)	\$60,074	\$69,085	\$90,027
Attorney at Law Level III (See: Note)	\$66,970	\$77,015	\$98,864
Attorney at Law Level IV (See: Note)	\$69,946	\$80,438	\$105,712
Senior Student Legal Specialist (incl. spec.)	\$42,690	\$49,093	Flat Rate
Student Legal Assistant	\$27,078	\$31,140	\$38,622
Student Legal Specialist	\$32,850	\$37,778	Flat Rate

Note:

- Article III, Section 2.a. reflects the hiring rates, incumbent rates and maximums in effect at the time of the commencement of this 2010-2017 CSBA Unit Agreement for full-time employees in the titles Agency Attorney and Attorney-at-Law.

b. Effective August 18, 2011

	i. Minimum		ii. Maximum
	(1) Hiring	(2) Incumbent	
Agency Attorney Interne	\$53,007	\$60,958	\$64,359
Agency Attorney Level I (See: Note)	\$53,713	\$61,770	\$82,001
Agency Attorney Level II (See: Note)	\$60,675	\$69,776	\$90,927
Agency Attorney Level III (See: Note)	\$67,639	\$77,785	\$99,853
Agency Attorney Level IV (See: Note)	\$70,645	\$81,242	\$106,769
Attorney at Law Level I (See: Note)	\$53,713	\$61,770	\$82,001
Attorney at Law Level II (See: Note)	\$60,675	\$69,776	\$90,927
Attorney at Law Level III (See: Note)	\$67,639	\$77,785	\$99,853
Attorney at Law Level IV (See: Note)	\$70,645	\$81,242	\$106,769
Senior Student Legal Specialist (incl. spec.)	\$43,117	\$49,584	Flat Rate

Student Legal Assistant	\$27,349	\$31,451	\$39,008
Student Legal Specialist	\$33,179	\$38,156	Flat Rate

Note:

- Article III, Section 2.b. reflects the hiring rates, incumbent rates and maximums effective August 18, 2011 for full-time employees in the titles Agency Attorney and Attorney-at-Law.

c. Effective August 18, 2012

	i. Minimum		ii. Maximum
	(1) Hiring	(2) Incumbent	
Agency Attorney Interne	\$53,537	\$61,568	\$65,003
Agency Attorney Level I (See: Note)	\$54,250	\$62,388	\$82,821
Agency Attorney Level II (See: Note)	\$61,282	\$70,474	\$91,836
Agency Attorney Level III (See: Note)	\$68,316	\$78,563	\$100,852
Agency Attorney Level IV (See: Note)	\$71,351	\$82,054	\$107,837
Attorney at Law Level I (See: Note)	\$54,250	\$62,388	\$82,821
Attorney at Law Level II (See: Note)	\$61,282	\$70,474	\$91,836
Attorney at Law Level III (See: Note)	\$68,316	\$78,563	\$100,852
Attorney at Law Level IV (See: Note)	\$71,351	\$82,054	\$107,837
Senior Student Legal Specialist (incl. spec.)	\$43,548	\$50,080	Flat Rate
Student Legal Assistant	\$27,623	\$31,766	\$39,398
Student Legal Specialist	\$33,511	\$38,538	Flat Rate

Note:

- Article III, Section 2.c. reflects the hiring rates, incumbent rates and maximums effective August 18, 2012 for full-time employees in the titles Agency Attorney and Attorney-at-Law.

d. Effective August 18, 2013

	i. Minimum		ii. Maximum
	(1) Hiring	(2) Incumbent	
Agency Attorney Interne	\$54,073	\$62,184	\$65,653
Agency Attorney Level I (See: Note)	\$54,793	\$63,012	\$83,649
Agency Attorney Level II (See: Note)	\$61,895	\$71,179	\$92,754
Agency Attorney Level III (See: Note)	\$68,999	\$79,349	\$101,861
Agency Attorney Level IV (See: Note)	\$72,065	\$82,875	\$108,915
Attorney at Law Level I (See: Note)	\$54,793	\$63,012	\$83,649
Attorney at Law Level II (See: Note)	\$61,895	\$71,179	\$92,754
Attorney at Law Level III (See: Note)	\$68,999	\$79,349	\$101,861
Attorney at Law Level IV (See: Note)	\$72,065	\$82,875	\$108,915
Senior Student Legal Specialist (incl. spec.)	\$43,983	\$50,581	Flat Rate
Student Legal Assistant	\$27,899	\$32,084	\$39,792
Student Legal Specialist	\$33,846	\$38,923	Flat Rate

Note:

- Article III, Section 2.d. reflects the hiring rates, incumbent rates

and maximums effective August 18, 2013 for full-time employees in the titles Agency Attorney and Attorney-at-Law.

e. Effective August 18, 2014

	i. Minimum		ii. Maximum
	(1) Hiring	(2) Incumbent	
Agency Attorney Interne	\$54,884	\$63,117	\$66,638
Agency Attorney Level I (See: Note)	\$55,615	\$63,957	\$84,904
Agency Attorney Level II (See: Note)	\$62,823	\$72,247	\$94,145
Agency Attorney Level III (See: Note)	\$70,034	\$80,539	\$103,389
Agency Attorney Level IV (See: Note)	\$73,146	\$84,118	\$110,549
Attorney at Law Level I (See: Note)	\$55,615	\$63,957	\$84,904
Attorney at Law Level II (See: Note)	\$62,823	\$72,247	\$94,145
Attorney at Law Level III (See: Note)	\$70,034	\$80,539	\$103,389
Attorney at Law Level IV (See: Note)	\$73,146	\$84,118	\$110,549
Senior Student Legal Specialist (incl. spec.)	\$44,643	\$51,340	Flat Rate
Student Legal Assistant	\$28,317	\$32,565	\$40,389
Student Legal Specialist	\$33,846	\$38,923	Flat Rate

Note:

- Article III, Section 2.e. reflects the hiring rates, incumbent rates and maximums effective August 18, 2014 for full-time employees in the titles Agency Attorney and Attorney-at-Law.

f. Effective August 18, 2015

	i. Minimum		ii. Maximum
	(1) Hiring	(2) Incumbent	
Agency Attorney Interne	\$56,257	\$64,695	\$68,304
Agency Attorney Level I (See: Note)	\$57,005	\$65,556	\$87,027
Agency Attorney Level II (See: Note)	\$64,394	\$74,053	\$96,499
Agency Attorney Level III (See: Note)	\$71,784	\$82,552	\$105,974
Agency Attorney Level IV (See: Note)	\$74,975	\$86,221	\$113,313
Attorney at Law Level I (See: Note)	\$57,005	\$65,556	\$87,027
Attorney at Law Level II (See: Note)	\$64,394	\$74,053	\$96,499
Attorney at Law Level III (See: Note)	\$71,784	\$82,552	\$105,974
Attorney at Law Level IV (See: Note)	\$74,975	\$86,221	\$113,313
Senior Student Legal Specialist (incl. spec.)	\$45,760	\$52,624	Flat Rate
Student Legal Assistant	\$29,025	\$33,379	\$41,399
Student Legal Specialist	\$35,213	\$40,495	Flat Rate

Note:

- Article III, Section 2.f. reflects the hiring rates, incumbent rates and maximums effective August 18, 2015 for full-time employees in the titles Agency Attorney and Attorney-at-Law.

g. Effective August 18, 2016

	i. Minimum		ii. Maximum
	(1) Hiring	(2) Incumbent	

Agency Attorney Interne	\$57,944	\$66,636	\$70,353
Agency Attorney Level I (See: Note)	\$58,716	\$67,523	\$89,638
Agency Attorney Level II (See: Note)	\$66,326	\$76,275	\$99,394
Agency Attorney Level III (See: Note)	\$73,938	\$85,029	\$109,153
Agency Attorney Level IV (See: Note)	\$77,224	\$88,808	\$116,712

Attorney at Law Level I (See: Note)	\$58,716	\$67,523	\$89,638
Attorney at Law Level II (See: Note)	\$66,326	\$76,275	\$99,394
Attorney at Law Level III (See: Note)	\$73,938	\$85,029	\$109,153
Attorney at Law Level IV (See: Note)	\$77,224	\$88,808	\$116,712

Senior Student Legal Specialist (incl. spec.)	\$47,133	\$54,203	Flat Rate
Student Legal Assistant	\$29,896	\$34,380	\$42,641
Student Legal Specialist	\$36,270	\$41,710	Flat Rate

Note:

Article III, Section 2.g. reflects the hiring rates, incumbent rates and maximums effective August 18, 2016 for full-time employees in the titles Agency Attorney and Attorney-at-Law.

Section 3. Wage Increases.

- Ratification bonus.** A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the 2010-2017 Civil Service Bar Association MOA to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law, and shall not be part of the Employee's basic salary rate.
- General Wage Increase.** The general increases, effective as indicated, shall be:
 - Effective August 18, 2011, Employees shall receive a general increase of 1.00%.
 - Effective August 18, 2012, Employees shall receive a general increase of 1.00% (compounded).
 - Effective August 18, 2013, Employees shall receive a general increase of 1.00% (compounded).
 - Effective August 18, 2014, Employees shall receive a general increase of 1.50% (compounded).
 - Effective August 18, 2015, Employees shall receive a general increase of 2.50% (compounded).
 - Effective August 18, 2016, Employees shall receive a general increase of 3.00% (compounded).
 - Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(b)(i)-(vi) above on the basis of computations heretofore utilized by the parties for all such Employees.
- The increases provided for in Section 3(b) above shall be calculated as follows:
 - The general increase in Section 3(b)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2011;
 - The general increase in Section 3(b)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2012;
 - The general increase in Section 3(b)(iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2013;
 - The general increase in Section 3(b)(iv) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2014;

- v. The general increase in Section 3(b)(v) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2015;
 - vi. The general increase in Section 3(b)(vi) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2016.
- d.**
- i. The general increases provided for in Section 3(b)(i)-(vi) of this Article shall be applied to the base rates, incremental salary levels and the minimum "hiring rates," minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.
 - ii. The general increase provided for in Section 3(b)(i)-(vi) shall be applied to the recurring increment payments when effective.
 - iii. The general increases provided for in Section 3(b)(i)-(v) shall not be applied to the following "additions to gross": uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
 - iv. The general increases provided for in this Section 3(b)(i)-(vi) shall not be applied to the longevity increment set forth in Section 9 of this Article.

Section 4. New Hires.

- a. The appointment rate for an employee newly hired on or after February 18, 2010 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a)(i)(1), 2(b)(i)(1), 2(c)(i)(1), 2(d)(i)(1), 2(e)(i)(1), and 2(f)(i)(1) of this Article III. On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsections 2(a)(i)(2), 2(b)(i)(2), 2(c)(i)(2), 2(d)(i)(2), 2(e)(i)(2), and 2(f)(i)(2) of this Article III.
- b.
 - i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(d)(i) of this Article III.
 - ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- c. For the purposes of Sections 4(c) and 4(d), employees (1) who were in active pay status before February 18, 2010, and (2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2), 2(b)(i)(2), 2(c)(i)(2), 2(d)(i)(2), 2(e)(i)(2), and 2(f)(i)(2) of this Article III:
 - i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.
 - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor

Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of Subsection 4(a).

Section 5.

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

Section 6.

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

Section 7.

- a. An employee when assigned to a higher level within a class of positions listed in this subsection shall receive for the period of such higher level assignment either the minimum basic salary of the assigned level or the rate received in the former assignment level plus the level increase specified below, whichever is greater. Assignments to a higher level shall not be considered a promotion.

LEVEL INCREASES

Assignment Level	Effective 2/18/2010
Agency Attorney Level II	\$1,733
Agency Attorney Level III	\$1,733
Agency Attorney Level IV	\$1,733
Attorney at Law Level II	\$1,733
Attorney at Law Level III	\$1,733
Attorney at Law Level IV	\$1,733

- b. Effective August 18, 2016, the Level Increase schedule set forth in Section 7(a) shall be superseded by the following schedule:

Assignment Level	Effective 8/18/2016
Agency Attorney Level II	\$1,785
Agency Attorney Level III	\$1,785
Agency Attorney Level IV	\$1,785
Attorney at Law Level II	\$1,785
Attorney at Law Level III	\$1,785
Attorney at Law Level IV	\$1,785

Section 8. Longevity Differential

- a. Effective February 18, 2010, all employees serving in the titles Agency Attorney and Attorney at Law shall continue to receive the longevity differential in the per annum amounts set forth below upon completion of the required years of service as an Agency Attorney, Agency Attorney Interne and/or in any class of positions contained in the Attorneys Occupational Group. Said longevity differential for employees qualifying subsequent to February 18, 2010, shall be effective on the January 1st, April 1st, July 1st, or October 1st subsequent to the employee's anniversary date of entry into the Attorneys Occupational Group. The differential shall not be part of the employee's basic salary and shall not be pensionable during the first two (2) years of payment.

Years of Service	Longevity Differential	Total Differential
after 5 years	\$389	\$389
after 10 years	\$1,215	\$1,604
after 15 years	\$2,581	\$4,185
after 17 years	\$2,307	\$6,492

- b. Effective December 18, 2014, the Longevity Differential schedule set forth in Section 8(a) shall be superseded by the following schedule:

Years of Service	Longevity Differential	Total Differential
after 5 years	\$607	\$607
after 10 years	\$1,215	\$1,822
after 15 years	\$2,581	\$4,403

after 17 years \$2,307 \$6,710

c. Effective August 18, 2016, the Longevity Differential schedule set forth in Section 8(b) shall be superseded by the following schedule:

<u>Years of Service</u>	<u>Longevity Differential</u>	<u>Total Differential</u>
after 5 years	\$625	\$625
after 10 years	\$1,252	\$1,877
after 15 years	\$2,658	\$4,535
after 17 years	\$2,376	\$6,911

Section 9. Longevity Increment

- a. Employees with 15 years or more of "City" service in pay status (except those serving in a title eligible for a longevity differential pursuant to Section 8 above) shall receive a longevity increment of \$500 per annum.
- b. The rules for eligibility for the longevity increment shall be set forth in Appendix A of this Agreement and are incorporated by reference herein. Additional rules for eligibility for the longevity increment may be established.

Section 10. Recurring Increment Payment

a. Effective February 18, 2010, only full time per annum and full-time per diem employees in the titles Agency Attorney and Attorney-at-Law covered by this Agreement shall be eligible to receive the Recurring Increment Payments ("RIP") set forth below:

<u>Years of Service in Eligible Title(s)</u>	<u>Increment</u>
After 1 year of service	\$1,778
After 2 years of service	\$2,392 (an additional \$614)
After 3 years of service	\$2,903 (an additional \$511)
After 4 years of service	\$3,356 (an additional \$453)
After 5 years of service	\$3,643 (an additional \$287)
After 6 years of service	\$4,188 (an additional \$545)
After 7 years of service	\$4,687 (an additional \$499)
After 8 years of service	\$5,015 (an additional \$328)
After 9 years of service	\$5,428 (an additional \$413)
After 10 years of service	\$6,128 (an additional \$700)
After 11 years of service	\$6,300 (an additional \$172)
After 12 years of service	\$6,444 (an additional \$144)
After 13 years of service	\$6,588 (an additional \$144)
After 14 years of service	\$6,732 (an additional \$144)
After 16 years of service	\$6,904 (an additional \$172)
After 20 years of service	\$7,296 (an additional \$392)

b. Effective August 18, 2011, the Recurring Increment Payment schedule set forth in Section 10(a) shall be superseded by the following schedule:

<u>Years of Service in Eligible Title(s)</u>	<u>Increment</u>
After 1 year of service	\$1,796
After 2 years of service	\$2,416 (an additional \$620)
After 3 years of service	\$2,932 (an additional \$516)
After 4 years of service	\$3,390 (an additional \$458)
After 5 years of service	\$3,680 (an additional \$290)
After 6 years of service	\$4,230 (an additional \$550)
After 7 years of service	\$4,734 (an additional \$504)
After 8 years of service	\$5,065 (an additional \$331)
After 9 years of service	\$5,482(an additional \$417)
After 10 years of service	\$6,189 (an additional \$707)
After 11 years of service	\$6,363 (an additional \$174)
After 12 years of service	\$6,508 (an additional \$145)
After 13 years of service	\$6,653 (an additional \$145)
After 14 years of service	\$6,798 (an additional \$145)
After 16 years of service	\$6,972 (an additional \$174)
After 20 years of service	\$7,368 (an additional \$396)

c. Effective August 18, 2012, the Recurring Increment Payment schedule set forth in Section 10(b) shall be superseded by the following schedule:

<u>Years of Service in Eligible Title(s)</u>	<u>Increment</u>
After 1 year of service	\$1,814

After 2 years of service	\$2,440 (an additional \$626)
After 3 years of service	\$2,961 (an additional \$521)
After 4 years of service	\$3,424 (an additional \$463)
After 5 years of service	\$3,717 (an additional \$293)
After 6 years of service	\$4,273 (an additional \$556)
After 7 years of service	\$4,782 (an additional \$509)
After 8 years of service	\$5,116 (an additional \$334)
After 9 years of service	\$5,537 (an additional \$421)
After 10 years of service	\$6,251 (an additional \$714)
After 11 years of service	\$6,427 (an additional \$176)
After 12 years of service	\$6,573 (an additional \$146)
After 13 years of service	\$6,719 (an additional \$146)
After 14 years of service	\$6,865 (an additional \$146)
After 16 years of service	\$7,041 (an additional \$176)
After 20 years of service	\$7,441 (an additional \$400)

d. Effective August 18, 2013, the Recurring Increment Payment schedule set forth in Section 10(c) shall be superseded by the following schedule:

<u>Years of Service in Eligible Title(s)</u>	<u>Increment</u>
After 1 year of service	\$1,832
After 2 years of service	\$2,464 (an additional \$632)
After 3 years of service	\$2,990 (an additional \$526)
After 4 years of service	\$3,458 (an additional \$468)
After 5 years of service	\$3,754 (an additional \$296)
After 6 years of service	\$4,316 (an additional \$562)
After 7 years of service	\$4,830 (an additional \$514)
After 8 years of service	\$5,167 (an additional \$337)
After 9 years of service	\$5,592 (an additional \$425)
After 10 years of service	\$6,313 (an additional \$721)
After 11 years of service	\$6,491 (an additional \$178)
After 12 years of service	\$6,638 (an additional \$147)
After 13 years of service	\$6,785 (an additional \$147)
After 14 years of service	\$6,932 (an additional \$147)
After 16 years of service	\$7,110 (an additional \$178)
After 20 years of service	\$7,514 (an additional \$404)

e. Effective August 18, 2014, the Recurring Increment Payment schedule set forth in Section 10(d) shall be superseded by the following schedule:

<u>Years of Service in Eligible Title(s)</u>	<u>Increment</u>
After 1 year of service	\$1,859
After 2 years of service	\$2,500 (an additional \$641)
After 3 years of service	\$3,034 (an additional \$534)
After 4 years of service	\$3,509 (an additional \$475)
After 5 years of service	\$3,809 (an additional \$300)
After 6 years of service	\$4,379 (an additional \$570)
After 7 years of service	\$4,901 (an additional \$522)
After 8 years of service	\$5,243 (an additional \$342)
After 9 years of service	\$5,674 (an additional \$431)
After 10 years of service	\$6,406 (an additional \$732)
After 11 years of service	\$6,587 (an additional \$181)
After 12 years of service	\$6,736 (an additional \$149)
After 13 years of service	\$6,885 (an additional \$149)
After 14 years of service	\$7,034 (an additional \$149)
After 16 years of service	\$7,215 (an additional \$181)
After 20 years of service	\$7,625 (an additional \$410)

f. Effective December 18, 2014, the Recurring Increment Payment schedule set forth in Section 10(e) shall be superseded by the following schedule:

<u>Years of Service in Eligible Title(s)</u>	<u>Increment</u>
After 1 year of service	\$1,859
After 2 years of service	\$2,500 (an additional \$641)
After 3 years of service	\$3,034 (an additional \$534)
After 4 years of service	\$3,509 (an additional \$475)
After 5 years of service	\$3,809 (an additional \$300)
After 6 years of service	\$4,559 (an additional \$750)

After 7 years of service	\$5,081 (an additional \$522)
After 8 years of service	\$5,603 (an additional \$522)
After 9 years of service	\$6,034 (an additional \$431)
After 10 years of service	\$6,766 (an additional \$732)
After 11 years of service	\$6,947 (an additional \$181)
After 12 years of service	\$7,276 (an additional \$329)
After 13 years of service	\$7,425 (an additional \$149)
After 14 years of service	\$7,574 (an additional \$149)
After 16 years of service	\$7,755 (an additional \$181)
After 18 years of service	\$7,935 (an additional \$180)
After 20 years of service	\$8,525 (an additional \$590)

- g.** Effective August 18, 2015, the Recurring Increment Payment schedule set forth in Section 10(f) shall be superseded by the following schedule:

<u>Years of Service in Eligible Title(s)</u>	<u>Increment</u>
After 1 year of service	\$1,905
After 2 years of service	\$2,562 (an additional \$657)
After 3 years of service	\$3,109 (an additional \$547)
After 4 years of service	\$3,596 (an additional \$487)
After 5 years of service	\$3,904 (an additional \$308)
After 6 years of service	\$4,673 (an additional \$769)
After 7 years of service	\$5,208 (an additional \$535)
After 8 years of service	\$5,743 (an additional \$535)
After 9 years of service	\$6,185 (an additional \$442)
After 10 years of service	\$6,935 (an additional \$750)
After 11 years of service	\$7,121 (an additional \$186)
After 12 years of service	\$7,458 (an additional \$337)
After 13 years of service	\$7,611 (an additional \$153)
After 14 years of service	\$7,764 (an additional \$153)
After 16 years of service	\$7,950 (an additional \$186)
After 18 years of service	\$8,135 (an additional \$185)
After 20 years of service	\$8,740 (an additional \$605)

- h.** Effective August 18, 2016, the Recurring Increment Payment schedule set forth in Section 10(g) shall be superseded by the following schedule:

<u>Years of Service in Eligible Title(s)</u>	<u>Increment</u>
After 1 year of service	\$1,962
After 2 years of service	\$2,639 (an additional \$677)
After 3 years of service	\$3,202 (an additional \$563)
After 4 years of service	\$3,704 (an additional \$502)
After 5 years of service	\$4,021 (an additional \$317)
After 6 years of service	\$4,813 (an additional \$792)
After 7 years of service	\$5,364 (an additional \$551)
After 8 years of service	\$5,915 (an additional \$551)
After 9 years of service	\$6,370 (an additional \$455)
After 10 years of service	\$7,143 (an additional \$773)
After 11 years of service	\$7,335 (an additional \$192)
After 12 years of service	\$7,682 (an additional \$347)
After 13 years of service	\$7,840 (an additional \$158)
After 14 years of service	\$7,998 (an additional \$158)
After 16 years of service	\$8,190 (an additional \$192)
After 18 years of service	\$8,381 (an additional \$191)
After 20 years of service	\$9,004 (an additional \$623)

i. RIP Provisions.

- i.* For the purposes of determining eligibility for the Recurring Increment Payment, only service in any of the titles listed in Article I, Section 1 of this Agreement shall be deemed eligible service.
- ii.* The RIPs shall be based upon years of eligible service and shall be paid in addition to the Longevity Differential set forth in Section 8 and the Longevity Increment set forth in Section 9. RIPs shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.
- iii.* Only full-time per annum and/or full-time per diem employees in the titles Agency Attorney and Attorney-at-Law

shall receive the applicable amount referenced in this Section 10.

Section 11. Annuity Fund

- a.** Effective February 18, 2010, contributions on behalf of covered employees shall continue to be remitted by the employer to a mutually agreed upon annuity fund subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.
 - i.* The employer shall pay into the fund on behalf of covered full-time per annum and full time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$522 per annum for each employee in full pay status in the prescribed twelve (12) month period.
 - ii.* For covered employees who work a compressed work week, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$522 per annum for each employee in full pay status in the prescribed twelve (12) month period.
 - iii.* For covered employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis a pro-rata daily contribution calculated against the number of hours associated with their full-time equivalent title, which amount shall not exceed \$522 per annum for each employee in full pay status in the prescribed twelve (12) month period.
 - iv.* For those covered employees who are appointed on a seasonal basis, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which amount shall not exceed \$522 per annum for each employee in full pay status in the prescribed twelve (12) month period.
- b.** For the purpose of Sections 11(a) and 11(b), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in non-pay status" as used in this Section 11(b) shall be defined as including, but not limited to, the following:
 - i.* time on preferred or recall lists;
 - ii.* time on the following approved unpaid leaves:
 - (1) maternity/childcare leave;
 - (2) military leave;
 - (3) unpaid time while on jury duty;
 - (4) unpaid leave for union business pursuant to Executive Order 75;
 - (5) unpaid leave pending workers' compensation determination;
 - (6) unpaid leave while on workers' compensation option 2;
 - (7) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (8) approved unpaid time off due to family illness; and
 - (9) other pre-approved leaves without pay;
 - iii.* time while on absence without leave;
 - iv.* time while on unapproved leave without pay; or
 - v.* time while on unpaid suspensions.
- c.** Scheduled days off shall mean an employee's regular days off ("RDOs"). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum employee working a Monday through Friday schedule.

ARTICLE IV - WELFARE FUND

Section 1.

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

and Article XIII of the Citywide Agreement are contingent upon a signed separate trusted fund agreement between the Employer and the Union.

- d. There shall be a \$100 increase in the Union's active welfare fund, effective February 18, 2017.

Section 2.

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.

Section 3.

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

Section 4.

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

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. Performance Levels

- (a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance levels, norms, or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.
- (b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

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

Section 3. - Performance Compensation

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

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

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the written rules or written regulations, existing written policy or written orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the

grievance procedure or arbitration;

- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.
- f. A claimed wrongful disciplinary action taken against a full-time non-competitive class employee with one year of service in title, except for employees during the period of a mutually agreed upon extension of probation. This provision shall not be applicable to employees with rights pursuant to Section 75(1) of the Civil Service Law who are covered by Section 1(e) above.

Section 2.

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

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the **STEP I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out of title work.

STEP I The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

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

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

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

The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within 30 days after the completion of the hearing.

The arbitrator's decision, order or award (if any) shall be

limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

- a. Any grievance under Section 1(d) relating to a claimed improper holding of an open competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open competitive examination, or copy of the appointing officer's request for such open competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5. Disciplinary Procedure for Employees Covered by §75(1) of the Civil Service Law

In any case involving a grievance under Section 1(e) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The employee shall have the right to make any statement or explanation as to the charges. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the employee is satisfied with the determination in **STEP A** above, the employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law. As a condition of accepting such determination, the employee shall sign a waiver of the employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law.

STEP B(i) If the employee is not satisfied with the determination at **STEP A** above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the

Union with the consent of the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii) If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip **STEP C** of this Section and proceed directly to **STEP D**.

STEP C If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in **STEP IV** of the Grievance Procedure set forth in this Agreement. The Employer shall furnish the names of any new witnesses or newly available documentary evidence to the Union at least ten (10) days prior to the actual arbitration, if the Employer has such knowledge at that time. The Union shall furnish the names of its witnesses and any documentary evidence to the Office of Labor Relations at least ten (10) days prior to the actual arbitration, if it has such knowledge at that time.

Section 6. Non-competitive Disciplinary Procedure

In any case involving a grievance under Section 1(f) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges upon an employee a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this agreement. The employee may be represented at such conference by a representative of the Union. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP B If the employee is dissatisfied with the determination in **STEP A** above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with **STEP II** of the Grievance Procedure set forth herein.

Section 7.

A grievance concerning a large number of employees and which

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 13.

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

Section 14.

Where the Union desires a meeting on a **STEP III** grievance, requests therefor to the First Deputy Commissioner of Labor Relations shall be reviewed favorably.

Section 15. Expedited Arbitration Procedure.

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

Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 16 and notify the parties of proposed hearing dates for such cases.

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

ii. CONDUCT OF HEARINGS:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE VIII - NO STRIKES

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

ARTICLE IX - CITYWIDE ISSUES

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

Employees in Rule X titles shall receive the benefits of the Citywide Agreement unless otherwise specifically excluded herein.

ARTICLE X - UNION ACTIVITY

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

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE**Section 1.**

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

The issue of overtime being unreasonably denied where circumstances compel application therefor after the work has been performed, may be the subject of Labor-Management Committee meetings in each of the appropriate departments or agencies. Guidelines will be established to address this issue.

ARTICLE XII - FINANCIAL EMERGENCY ACT

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

ARTICLE XIII - APPENDICES

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

ARTICLE XIV - WORKING CONDITIONS

The impact of physical working conditions as it affects professional performance shall be referred to the Labor-Management Committee provided in Article XI of this Agreement. To the extent practicable, advance notice of major changes in physical working conditions affecting a substantial number of employees shall be given to the Union.

ARTICLE XV - MERIT INCREASES**Section 1.**

The following shall be the criteria for the granting of merit increases:

- a. outstanding productivity in the work assigned;
- b. outstanding performance in the work assigned;
- c. outstanding initiative and resourcefulness;
- d. increased importance of work;
- e. increased supervisory responsibility;
- f. willingness and availability to accept and perform assignments requiring work beyond regular hours.

Section 2.

The following shall be the procedure for the granting of merit increases:

The agency head shall notify the Union in writing of the name(s) of those selected to receive merit increases prior to approval by the Mayor or the Mayor's authorized representative. It is expressly understood that such notification to Union shall in no way interfere with the processing and implementation of the merit increases already proposed.

ARTICLE XVI - CHANGED REQUIREMENTS FOR BAR**MEMBERSHIP**

If attorneys covered by this Agreement are mandated as a requirement of Bar membership in the State of New York to perform pro bono work and/or to participate in continuing legal education, a labor-management committee shall be established as soon as practicable to discuss the issues related to the implementation of such requirement(s).

ARTICLE XVII - PROFESSIONAL DEVELOPMENT COMMITTEE

A joint committee composed of representatives of the Office of Management and Budget, Office of Labor Relations, the Department of Citywide Administrative Services and the Union shall meet to study problems related to the recruitment and retention of qualified professional personnel and where deemed necessary, make recommendations to the appropriate City officials. The Professional Development Committee shall meet regularly so that it may be able to consider these matters in an expeditious fashion.

ARTICLE XVIII - PROFESSIONAL FEE ALLOWANCE**Section 1.**

Qualifying full-time employees serving in the titles of Agency Attorney, Agency Attorney Interne, and Attorney at Law shall be reimbursed for the biennial New York State license fee for practicing attorneys.

Section 2.

To qualify for such professional fee reimbursement a covered employee must have maintained a valid New York State license to practice law and have been in full-pay status with the Employer during the twelve (12) months immediately preceding the payment of the biennial New York State license fee for practicing attorneys.

Section 3.

Such reimbursement shall be made for the year in which the license fee was actually paid. Covered employees must submit proof of payment and be certified by their employing agency that they were in full-pay status during the twelve (12) months immediately preceding the payment the biennial New York State license fee for practicing attorneys.

Section 4.

The total cost of the benefits set forth in this Article shall not exceed \$173,442 per annum, except that unexpended funds from the preceding year may be credited to the following year, but not beyond. If it should appear that the total cost of maintaining the level of benefits set forth herein would exceed the foregoing funding, the Employer and the Union shall meet to determine what mutually acceptable adjustments need to be made to said benefits levels.

Section 5.

Should attorneys employed by the City be exempted from the payment of the biennial New York State license fee for practicing attorneys, the parties shall meet to determine a mutually acceptable alternative use of the 1991-94 Attorneys Agreement Equity Fund.

Section 6.

Any issues which may arise concerning the implementation of this agreement shall be referred to a joint labor/management committee which may also discuss any mutually acceptable alternative use(s) of the equity fund monies.

Section 7.

A separate budget code will be established to permit monitoring of the reimbursements paid out pursuant to this Article.

ARTICLE XIX - CLE ATTENDANCE**Section 1.**

Attorneys covered by this Agreement may attend, on City time, CLE classes offered outside their agencies, provided: (i) the CLE course is work-related; and (ii) attendance is approved by the Employer.

Section 2.

Such attendance may be limited to courses totaling no more than 24 CLE credits during a two-year cycle.

Section 3.

The Employer's determination to not allow an employee to attend a CLE shall be final and shall not be subject to the grievance procedure.

ARTICLE XX - SAVINGS CLAUSE

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

ARTICLE XXI - APPLICABILITY**Section 1.**

The provisions of this Agreement are expressly made subject to and governed by all applicable existing and future laws and regulations and amendments thereto which are deemed applicable to this Agreement.

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.

WHEREFORE, we have hereunto set our hands and seals this 6th day of January, 2017.

FOR THE CITY OF NEW YORK & RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN: FOR LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY /s/ BY /s/
ROBERT W. LINN GREGORY FLOYD
Commissioner of Labor President
Relations

FOR THE CIVIL SERVICE
BAR ASSOCIATION

BY /s/
SAUL FISHMAN
President

APPROVED AS TO FORM:

BY /s/
ERIC EICHENHOLTZ
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:
 , 2017.

UNIT: Attorneys

TERM: February 18, 2010 to August 17, 2017

Appendix A—Longevity Increment Eligibility Rules

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 9 of the 2010-2017 Attorneys Agreement:

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

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.
- Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$500 longevity increment, the \$500 shall become part of the employee's base rate for all purposes.

Appendix B—RIP Eligibility Rules

Recurring Increment Payment Eligibility Rules

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 10 of the 2010-2017 Attorneys Agreement.

- Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.
- Part-time employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
 - An employee must have regularly worked at least one half the regular hours of full time employees in the same title or if no full time equivalent title exists then at least 172 hours for white collar positions or 20 hours for blue collar positions.
 - Such part time service shall be prorated by dividing the number of hours worked per week by a part-time employee by the number of hours worked per week by a full time employee in the same title. If no full time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.
- Service in pay status prior to a break in service of more than one year shall not be used to calculate the qualifying years of service.
- The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall not be used to calculate the qualifying years of service:
 - time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization,
 - time prior to a reinstatement,
 - time on a preferred or recall list, and
 - time not in pay status of 31 days or less.
- RIPs shall be considered a salary adjustment for the purposes of Article III, Section 1(d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.
- Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPs.
- A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.

Appendix C—MLC Health Agreement, Side Letters

- MLC Health Agreement
- CLE Course Development (Side Letter)
- Labor-Management Committees (Side Letter)
- Special Terms and Conditions re: Competitive Class Attorneys (Memo)
- Sign-in/Sign-out Sheets (Memo)

The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

May 5, 2014

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

Dear Mr. Nespoli:

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

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$60 million per year will be available from the Stabilization Fund for the Welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.
5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.
6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.
7. Dispute Resolution
 - a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
 - b. Such dispute shall be resolved within 90 days.
 - c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
 - d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of the agreement.
 - e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
 - f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature lines 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
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr

February 2, 2015

Saul Fishman, President
Civil Service Bar Association
216 West 14th Street, 7th Floor
New York, NY 10011

Re: CSBA Continuing Legal Education Courses

Dear Mr. Fishman:

This letter will confirm certain mutual understandings and agreements between the City of New York ("City") and the Civil Service Bar Association ("CSBA" or "Union").

The parties agree that in the interest of promoting the professional development of active CSBA members and increasing their access to Continuing Legal Education ("CLE") courses on topics relevant to their work responsibilities, the City, through the New York City Law Department, is committed to working with the CSBA attorneys to consider proposals for CLE courses for City attorneys, to be delivered at the Law Department by CSBA members. CSBA, through its CLE committee, shall designate attorneys to develop proposals in furtherance of this agreement.

It is understood that in order for said proposals to become Law Department-approved CLE courses, the CSBA attorneys must satisfy all the requirements of the New York State CLE Board's rules and regulations, as well as the Law Department's policies and procedures concerning CLE courses. In developing proposed courses, CSBA attorneys will follow the Department's guidelines (the "Guidelines") for presenting a course for CLE credit. CLE courses delivered by CSBA attorneys must be open to all City attorneys. As outlined more fully in the Guidelines, CSBA attorneys serving as course faculty would be engaged in organizing the course, producing thorough, high-quality professional written materials (as required by the state CLE regulations) and presenting the course.

Provided that the proposed CLE course satisfies all applicable requirements, the Law Department, as an Accredited Provider of CLE, will provide CLE credit for the course to City attorneys, including CSBA members.

It is further understood that CSBA attorneys shall be required to obtain supervisory approval before spending any City time in the development of CLE courses pursuant to this agreement.

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

Very truly yours,

/s/
Robert W. Linn

Agreed and Accepted on Behalf of CSBA

BY: _____
/s/
Saul Fishman, President

The City of New York
Office of Labor Relations
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr

February 2, 2015

Saul Fishman, President
Civil Service Bar Association
216 West 14th Street, 16th Floor
New York, NY 10011-7296

Re: 2010-2017 Attorneys Agreement

Dear Mr. Fishman:

This letter will confirm certain mutual understandings and agreements between the City of New York ("City") and the Civil Service Bar Association ("Union"). In service of the needs of both parties and in the interest of sound labor relations, the City and Union agree as follows:

- Upon request by either the Union or the City, specific issues relating to involuntary relocations of personnel will be the subject of Labor-Management Committee (the "Committee")

meetings as necessary in appropriate departments or agencies. This provision shall in no way limit or abridge the rights of agencies to relocate employees.

- The Professional Development Committee established pursuant to Article XIX of the *2008-2010 Attorneys Agreement* (as incorporated in the *Separate Successor Unit Agreement*) shall convene within 120 days of the ratification of the *2010-2017 Civil Service Bar Association MOA*. The Professional Development Committee shall thereafter meet regularly.
- The above-understandings are not intended to invalidate any of the terms and conditions of the *2008-2010 Attorneys Agreement* (as incorporated in the *Separate Successor Unit Agreement*). Should a conflict arise, the *2008-2010 Attorneys Agreement* (as incorporated in the *Separate Successor Unit Agreement*) shall control.

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

Very truly yours,

 /s/
 Robert W. Linn

Agreed and Accepted on Behalf of CSBA
 BY: _____
 /s/
 Saul Fishman, President

OFFICE OF MUNICIPAL LABOR RELATIONS
 100 Gold Street, New York, NY 10002

BRUCE MCIVER
 Director
 August 11, 1983

TO: All Affected Agency
 FROM: Bruce McIver /s/
 SUBJECT: Special Terms and Conditions Affecting Competitive Class Attorneys

1. Effective immediately, attorneys in any of the below listed classes of positions shall be provided with a reasonable number of business cards by their employing agency. Procedures for implementing this provision shall solely be determined by the agency.
2. Leaves of absence without pay pursuant to Section 5.1 of the Leave Regulations for Employees Who are Under the Career and Salary Plan shall not be unreasonably denied to attorneys seeking educational or sabbatical leave.
3. The subject of flexible work weeks for attorneys is hereby referred to agency labor-management committees for discussion. Implementation of any flexible work week is subject to Article II, Section 2 of the Citywide Agreement and review by alternative work schedule task force.

Assistant Attorney
 Associate Attorney
 Associate Attorney (Taxes)
 Attorney
 Attorney (Law Librarian)
 Attorney (Taxes)
 Senior Attorney
 Senior Attorney (Taxes)

OFFICE OF MUNICIPAL LABOR RELATIONS
 250 Broadway Street, New York, NY 10007

ANTHONY C RUSSO
 Director

TO: HEADS OF ALL CITY DEPARTMENTS AND AGENCIES
 FROM: HARRY KARETZKY, DEPUTY DIRECTOR /s/
 SUBJECT: ATTORNEY SIGN/IN – SIGN/OUT SHEETS
 DATE: DECEMBER 14, 1977

As part of the settlement reached during collective bargaining with the Civil Service Bar Association it was agreed that Attorneys would not be required to sign in or sign out on a daily basis, but rather they would use a weekly time sheet.

Accordingly, effective Monday, January 2, 1978, please insure that Attorneys working for your agency use a weekly time sheet.

Your cooperation is appreciated.

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MAYOR'S OFFICE OF CONTRACT SERVICES

■ NOTICE

Notice of Intent to Issue New Solicitation(s) Not Included in FY 2017 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be issuing the following solicitation(s) not included in the FY 2017 Annual Contracting Plan and Schedule that is published pursuant to New York City Charter § 312(a):

Agency: Department of Design and Construction
 Description of services sought: Design Services Animal Care Facility/ Shelter - Borough of the Bronx
 Start date of the proposed contract: 5/1/2017
 End date of the proposed contract: 4/30/2018
 Method of solicitation the agency intends to utilize: RFP
 Personnel in substantially similar titles within agency: Administrative Construction Project Manager, Assistant Architect, Administrative Architect, Administrative Architect NM, Administrative Engineer NM, Administrative Landscape Architect, Administrative Landscape Architect NM, Administrative Project Manager, Administrative Project Manager NM, Architect, Administrative Landmarks Preservationist, Administrative Construction Project Manager NM, Assistant Civil Engineer, Associate Urban Designer, City Planner, Project Manager, Administrative Engineer, Civil Engineer, Civil Engineer Intern, Electrical Engineer, Assistant Electrical Engineer, Landscape Architect, Assistant Landscape Architect, Mechanical Engineer, Assistant Mechanical Engineer, Highways and Sewers Inspector
 Headcount of personnel in substantially similar titles within agency: 665

Agency: Department of Design and Construction
 Description of services sought: Construction Management Animal Care Facility/Shelter - Borough of the Bronx
 Start date of the proposed contract: 5/1/2017
 End date of the proposed contract: 4/30/2018
 Method of solicitation the agency intends to utilize: RFP
 Personnel in substantially similar titles within agency: Resident Engineer, Office Engineer, Highways and Sewers Inspector, Surveyor, Assistant Civil Engineer, Administrative Architect, Administrative Architect NM, Administrative Construction Project Manager, Administrative Engineer, Administrative Engineer NM, Administrative Landmarks Preservationist, Administrative Landscape Architect, Administrative Landscape Architect, Administrative Landscape Architect NM, Administrative Project Manager, Administrative Project Manager NM, Architect, Administrative Construction Project Manager NM, Assistant Mechanical Engineer, Assistant Landscape Architect, Mechanical Engineer, Civil Engineer, Project Manager
 Headcount of personnel in substantially similar titles within agency: 632

Agency: Department of Design and Construction
 Description of services sought: Resident Engineering Inspection Services Animal Care Facility/Shelter - Borough of the Bronx
 Start date of the proposed contract: 5/1/2017
 End date of the proposed contract: 4/30/2018
 Method of solicitation the agency intends to utilize: RFP
 Personnel in substantially similar titles within agency: Resident Engineer, Office Engineer, Highways and Sewers Inspector, Surveyor, Assistant Civil Engineer, Administrative Architect, Administrative Architect NM, Administrative Construction Project Manager, Administrative Engineer, Administrative Engineer NM, Administrative Landmarks Preservationist, Administrative Landscape Architect, Administrative Landscape Architect NM, Administrative Project Manager, Administrative Project Manager NM, Architect, Administrative Construction Project Manager NM, Project Manager, Civil Engineer, Mechanical Engineer, Electrical Engineer, Assistant Mechanical Engineer, Assistant Electrical Engineer
 Headcount of personnel in substantially similar titles within agency: 624

Agency: Department of Design and Construction
 Description of services sought: Consultant Contract Administration: research, training, data analysis, and expert testimony, including services related to damages for delay claims, Animal Care Facility/ Shelter - Borough of the Bronx
 Start date of the proposed contract: 5/1/2017
 End date of the proposed contract: 4/30/2018
 Method of solicitation the agency intends to utilize: RFP
 Personnel in substantially similar titles within agency: Administrative Accountant, Management Auditor, Associate Investigator, Investigator, Accountant, Administrative Construction Program Manager, Administrative Project Manager, Administrative Engineer, Associate

Project Manager, Assistant Civil Engineer, Construction Project Manager, Mechanical Engineer, Supervisor Mechanics & Maintenance, Senior Estimating Mechanic, Senior Estimator-General Construction
Headcount of personnel in substantially similar titles within agency: 478

Agency: Department of Design and Construction
Description of services sought: Construction Support Services: asbestos, boring, testing, monitoring, sampling, site safety, inspections and environmental, Animal Care Facility/Shelter - Borough of the Bronx
Start date of the proposed contract: 5/1/2017
End date of the proposed contract: 4/30/2018
Method of solicitation the agency intends to utilize: RFP
Personnel in substantially similar titles within agency: Safety Auditor, Safety Compliance Specialist, Safety Accident Investigator, Safety Investigator
Headcount of personnel in substantially similar titles within agency: 8

Agency: Department of Design and Construction
Description of services sought: Contract Administration: fiscal audit, reconciliation of accounts, preparation of change orders, analyzing and finalizing financial transactions and contract close out, Animal Care Facility/Shelter - Borough of the Bronx
Start date of the proposed contract: 5/1/2017
End date of the proposed contract: 4/30/2018
Method of solicitation the agency intends to utilize: RFP
Personnel in substantially similar titles within agency: Administrative Accountant, Management Auditor, Associate Investigator, Investigator, Accountant, Administrative Construction Program Manager, Administrative Project Manager, Administrative Engineer, Associate Project Manager, Assistant Civil Engineer, Construction Project Manager, Mechanical Engineer, Supervisor Mechanics & Maintenance, Senior Estimating Mechanic, Senior Estimator-General Construction
Headcount of personnel in substantially similar titles within agency: 478

Agency: Department of Design and Construction
Description of services sought: Design Services Corona DHC Façade, Cellar, Lobby - Borough of Queens
Start date of the proposed contract: 5/1/2017
End date of the proposed contract: 4/30/2018
Method of solicitation the agency intends to utilize: RFP
Personnel in substantially similar titles within agency: Administrative Construction Project Manager, Assistant Architect, Administrative Architect, Administrative Landscape Architect, Administrative Landscape Architect NM, Administrative Project Manager, Administrative Project Manager NM, Architect, Administrative Landmarks Preservationist, Administrative Construction Project Manager NM, Assistant Civil Engineer, Associate Urban Designer, City Planner, Project Manager, Administrative Engineer, Civil Engineer, Civil Engineer Intern, Electrical Engineer, Assistant Electrical Engineer, Landscape Architect, Assistant Landscape Architect, Mechanical Engineer, Assistant Mechanical Engineer, Highways and Sewers Inspector
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Headcount of personnel in substantially similar titles within agency: 478

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CHANGES IN PERSONNEL

DEPT OF HEALTH/MENTAL HYGIENE FOR PERIOD ENDING 12/30/16										
NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY				
ABDELMALAK	JOSEPH G	51191	\$35227.0000	RESIGNED	NO	10/25/16	816			
AGERTON	TRACY B	10069	\$135657.0000	INCREASE	YES	12/11/16	816			
AGULLAR	NATASHA F	71022	\$52437.0000	APPOINTED	YES	12/05/16	816			
ARDEBILI	MEENA N	10209	\$10.6000	APPOINTED	YES	12/01/16	816			
ARGYROU	SAVVAS	40510	\$46747.0000	APPOINTED	YES	12/04/16	816			
ASFAW	MEKETE M	51191	\$54141.0000	APPOINTED	NO	12/04/16	816			
BRANCH	CAROLYN D	51195	\$19.2800	APPOINTED	YES	12/04/16	816			
BRAVO	ANGELICA C	10209	\$14.1500	DECREASE	YES	12/04/16	816			
BROWN	SHAKARA R	21744	\$74612.0000	RESIGNED	YES	12/13/16	816			
CAMPBELL-ROBERT	JOAN E	51022	\$31.5500	RETIRED	NO	12/20/16	816			
CATLIN	LINDSAY A	21849	\$61377.0000	RESIGNED	YES	12/14/16	816			
CESPEDES	AMARILIS	21744	\$78630.0000	APPOINTED	YES	12/18/16	816			
CHANG	JAE EUN M	21744	\$59708.0000	APPOINTED	YES	12/11/16	816			
CHEN	GANG	51191	\$40552.0000	RETIRED	NO	12/15/16	816			
CHICHESTER	MARCIA P	51001	\$78705.0000	INCREASE	YES	12/11/16	816			
CHO	DAVID I	31215	\$41199.0000	RESIGNED	YES	12/16/16	816			
CHODEN	TSERING	1002A	\$82888.0000	PROMOTED	NO	12/04/16	816			
CLARKE	MICHELLE M	56058	\$70000.0000	APPOINTED	YES	12/11/16	816			
COOKS	KARLA	56058	\$57916.0000	APPOINTED	YES	12/11/16	816			
CUMMINS	DAWN	56058	\$64998.0000	INCREASE	YES	12/11/16	816			
DENBROEDER	HELENA J	10209	\$10.6000	APPOINTED	YES	12/01/16	816			
DIAZ	ERICA	51195	\$19.2800	APPOINTED	NO	12/04/16	816			
DILDY	JOANNE	10124	\$60734.0000	INCREASE	NO	12/11/16	816			
DUBOSE	TIMOTHY T	81815	\$15.8300	APPOINTED	YES	12/11/16	816			
DUNDAS	MOUNTY G	31215	\$56347.0000	RETIRED	NO	12/11/16	816			
ESPADA	CARLOS J	10096	\$127276.0000	INCREASE	YES	12/18/16	816			
GARMIE	SAYE	51193	\$56235.0000	INCREASE	YES	12/11/16	816			
GARMIE	SAYE	51191	\$48920.0000	APPOINTED	NO	12/11/16	816			
GLENN	LILY R	21744	\$59708.0000	APPOINTED	YES	12/18/16	816			
HALL	BRADLEY J	21538	\$49274.0000	RESIGNED	YES	12/18/16	816			
HANDSOME	SHELLA F	10124	\$42856.0000	APPOINTED	NO	12/18/16	816			
HAROCOPOUS	ALEXANDR J	21744	\$98187.0000	APPOINTED	YES	12/19/16	816			
HARRIMAN	GRAHAM A	10069	\$115524.0000	INCREASE	YES	12/11/16	816			
HOQUE	MEHBOOB A	10050	\$110000.0000	APPOINTED	YES	12/11/16	816			
HOWELL	DAVID	1002D	\$101023.0000	APPOINTED	NO	12/18/16	816			
JAMES	GRAHAM B	70810	\$32435.0000	APPOINTED	NO	12/12/16	816			
JARAMILLO	JIMMY F	10095	\$70000.0000	INCREASE	YES	12/11/16	816			
JARAMILLO	JIMMY F	40561	\$58158.0000	APPOINTED	NO	12/11/16	816			