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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BOROUGH PRESIDENT - MANHATTAN

MEETING

The Manhattan Borough Board will meet Thursday, January 19, 2017, at 8:30 A.M. in the Manhattan Borough President's Office, 1 Centre Street, 19th Floor South, New York, NY.

Accessibility questions: Lesly Almanzar, by: Wednesday, January 18, 2017, 5:00 P.M.



j12-19

BUILDINGS

MEETING

The next meeting of the New York City Loft Board, will take place on Thursday, January 19, 2017, at 280 Broadway, 3rd Floor Conference Room, New York, NY 10007, at 2:30 P.M.



j12-19

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, January 18, 2017 at 10:00 A.M.

BOROUGH OF MANHATTAN

No. 1

SULLIVAN THOMPSON HISTORIC DISTRICT

CD 2 N 170201 HKM
IN THE MATTER OF a communication dated December 23, 2016, from the Executive Director of the Landmarks Preservation Commission regarding the Sullivan-Thompson Historic District, designated by the Landmarks Preservation Commission on December 13, 2016 (Designation List 492/LP-2590), which consists of the properties bounded by a line beginning on the southern curbline 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 curbline of Thompson Street, southerly along the eastern curbline 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 curbline of Prince Street, easterly along the northern curbline 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 curbline of Thompson Street, southerly along the eastern curbline 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 curbline of Thompson Street, southerly along the eastern curbline 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 curbline of Spring Street, easterly along the northern curbline 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 curbline of Thompson Street, southerly along the western curbline of Thompson Street to a point formed by its intersection with the northern curbline of Broome Street, westerly along the northern curbline 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 curbline of Watts Street, westerly along the northern curbline of Watts Street to a point formed by its intersection with the eastern curbline of Sullivan Street,

northerly along the eastern curbline 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 curbline of Avenue of the Americas, northerly along the eastern curbline of Avenue of the Americas to a point formed by its intersection with the southern curbline of Spring Street, easterly along the southern curbline 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 curbline 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 curbline of MacDougal Street to a point formed by its intersection with a line extending easterly along the northern curbline of Prince Street, westerly across MacDougal Street and along the northern curbline of Prince Street to the eastern curbline of Avenue of the Americas, northerly along the eastern curbline 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 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), 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 curbline of West Houston Street, easterly along the southern curbline of West Houston Street to the point of the beginning, Borough of Manhattan, Community District 2.

Pursuant to Section 3020.8(a) and (b) of the City Charter, the City Planning Commission shall submit to the City Council a report with respect to the relation of the designation by the Landmarks Preservation Commission, whether of a historic district or a landmark, to the Zoning Resolution, projected public improvements, and any plans for the development, growth, improvement or renewal of the area involved.

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



j3-18

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, January 18, 2017, at 10:00 A.M.

**BOROUGH OF BROOKLYN
 No. 1
 ROSE CASTLE**

CD 3 **C 160221 ZMK**
IN THE MATTER OF an application submitted by Riverside Developers USA Inc., pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 12d:

1. changing from an M1-2 District to an R7A District property bounded by Flushing Avenue, Franklin Avenue, the easterly prolongation of the northerly street line of Little Nassau Street, the terminus of Little Nassau Street, Little Nassau Street, and Kent Avenue;
2. changing from an M1-2 District to an M1-2/R6A District property bounded by the easterly prolongation of the northerly street line of Little Nassau Street, Skillman Street, a line 330 feet northerly of Park Avenue, and Franklin Avenue;
3. establishing within the proposed R7A District a C2-4 District bounded by Flushing Avenue, Franklin Avenue, the easterly prolongation of the northerly street line of Little Nassau Street, the terminus of Little Nassau Street, Little Nassau Street, and Kent Avenue; and
4. establishing a Special Mixed Use District (MX-4) bounded by the easterly prolongation of the northerly street line of Little Nassau Street, Skillman Street, a line 330 feet northerly of Park Avenue, and Franklin Avenue;

as shown on a diagram (for illustrative purposes only), dated October 4, 2016 and subject to the conditions of the CEQR Declaration E-395.

No. 2 **C 160222 ZRK**
CD 3
IN THE MATTER OF an application submitted by Riverside Developers USA, Inc., 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 (Inclusionary Housing Designated Areas) and a related section in Article XII, Chapter 3 (Special Mixed Use District) to apply Inclusionary Housing regulations in Community District 3, Borough of Brooklyn.

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

Article XII - Special Purpose Districts

**Chapter 3
 Special Mixed Use District**

* * *

**123-63
 Maximum Floor Area Ratio and Lot Coverage Requirements for Zoning Lots Containing Only Residential Buildings in R6, R7, R8 and R9 Districts**

* * *

However, in #Inclusionary Housing designated areas# and #Mandatory Inclusionary Housing areas#, as listed in the table in this Section, the maximum permitted #floor area ratio# shall be as set forth in Section 23-154 (Inclusionary Housing). The locations of such districts are

specified in APPENDIX F of this Resolution.

#Special Mixed Use District#	Designated #Residence District#
MX 2 - Community District 2 Brooklyn	R7A R8A
<u>MX 4 - Community District 3 Brooklyn</u>	<u>R6A</u>
MX 8 - Community District 1 Brooklyn	R6 R6A R6B R7A

* * *

**APPENDIX F
Inclusionary Housing Designated Areas and Mandatory
Inclusionary Housing Areas**

* * *

BROOKLYN

* * *

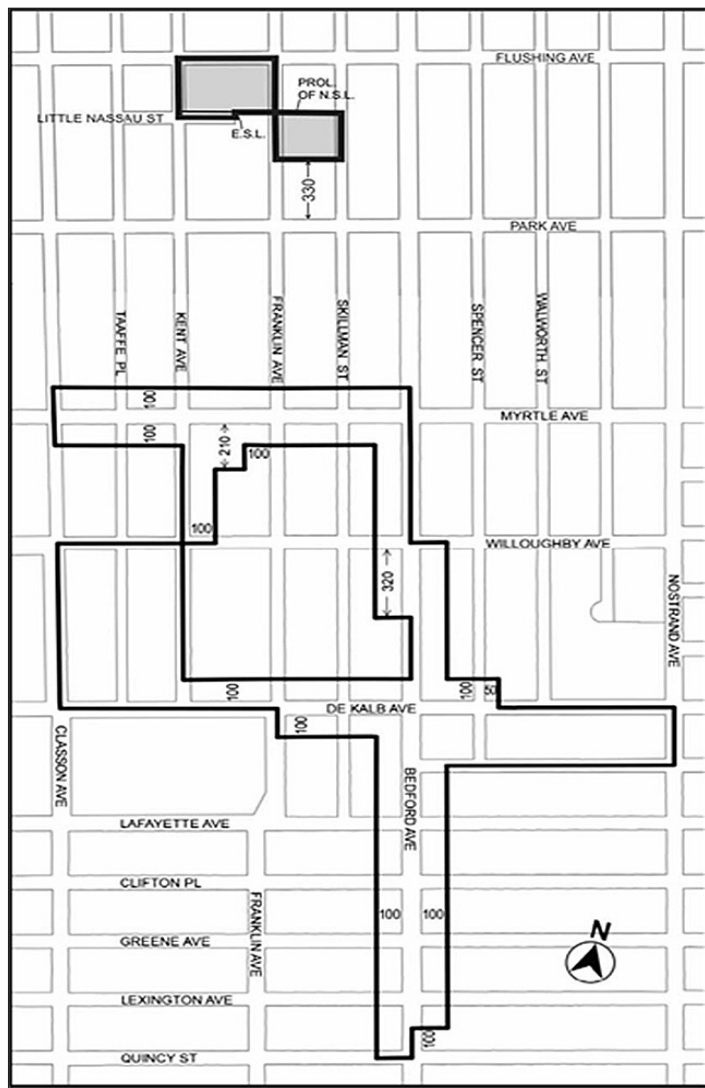
Brooklyn Community District 3

In the R6A, R7A, and R7D Districts within the areas shown on the following Maps 1, 2, 3, 4, and 5:

* * *

Map 3 – [date of adoption]

[PROPOSED MAP]



Inclusionary Housing Designated Area
 Mandatory Inclusionary Housing area *see Section 23-154(d)(3)*
Area 1 (date of adoption) – MIH Program Option 1, Option 2 and Workforce Option
 Portion of Community District 3, Brooklyn

* * *

**No. 3
RED HOOK INITIATIVE**

CD 6 **C 170057 ZSK**

IN THE MATTER OF an application submitted by Red Hook Initiative, Inc., pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-921 of the Zoning Resolution to allow Use Group 4A uses (non-profit institution without sleeping accommodations) within an existing 1-story & mezzanine building on property, located at 763 and 767 Hicks Street (Block 535, Lots 1 and 3), in an M1-1 District.

Plans for this proposal are on file with the City Planning Commission and may be seen at 120 Broadway, 31st Floor, New York, NY 10271-0001.

**Nos. 4, 5 & 6
CATON FLATS**

No. 4

CD 14 **C170127 PPK**

IN THE MATTER OF an application submitted by the Department of Citywide Administrative Services (DCAS), pursuant to Section 197-c of New York City Charter, for the disposition of one City-Owned property, located at 794 Flatbush Avenue (Block 5063, Lot 58), pursuant to zoning

No. 5

CD 14 **C 170128 ZMK**

IN THE MATTER OF an application submitted by the NYC Department of Citywide Administrative Services and the NYC Economic Development Corporation, pursuant to Section 197-c and 201 of the New York City Charter for the amendment of the Zoning Map, Section No. 16d:

- changing from an R7A District to an R8A District property bounded by a line perpendicular to the westerly street line of Flatbush Avenue distant 200 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Flatbush Avenue and the northwesterly street line of Caton Avenue, Flatbush Avenue, Caton Avenue, a line perpendicular to the northwesterly street line of Caton Avenue distant 140 feet southwesterly (as measured along the street line) from the point of intersection of the westerly street line of Flatbush Avenue and the northwesterly street line of Caton Avenue, a line 125 feet northwesterly of Caton Avenue, and a line 135 feet westerly of Flatbush Avenue; and
- establishing within the proposed R8A District a C2-4 District bounded by a line perpendicular to the westerly street line of Flatbush Avenue distant 200 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Flatbush Avenue and the northwesterly street line of Caton Avenue, a line 100 feet westerly of Flatbush Avenue, Caton Avenue, a line perpendicular to the northwesterly street line of Caton Avenue distant 140 feet southwesterly (as measured along the street line) from the point of intersection of the westerly street line of Flatbush Avenue and the northwesterly street line of Caton Avenue, a line 125 feet northwesterly of Caton Avenue, and a line 135 feet westerly of Flatbush Avenue;

Borough of Brooklyn, Community District 14, as shown on a diagram (for illustrative purposes only) dated October 31, 2016.

No. 6

CD 14 **N 170129 ZRK**

IN THE MATTER OF an application submitted by New York City Department of Citywide Administrative Services and the New York City Economic Development Corporation, 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 in Community District 14, Borough of Brooklyn.

Matter underlined is new, to be added;
 Matter ~~struck out~~ is to be deleted;
 Matter within # # is defined in Section 12-10;

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

* * *

**APPENDIX F
Inclusionary Housing Designated Areas and Mandatory
Inclusionary Housing Areas**

* * *

Brooklyn

* * *

Brooklyn Community District 14

In the R7A and R8A Districts within the areas shown on the following Maps 1, 2 and 3:

* * *

Map 2. [date of adoption]

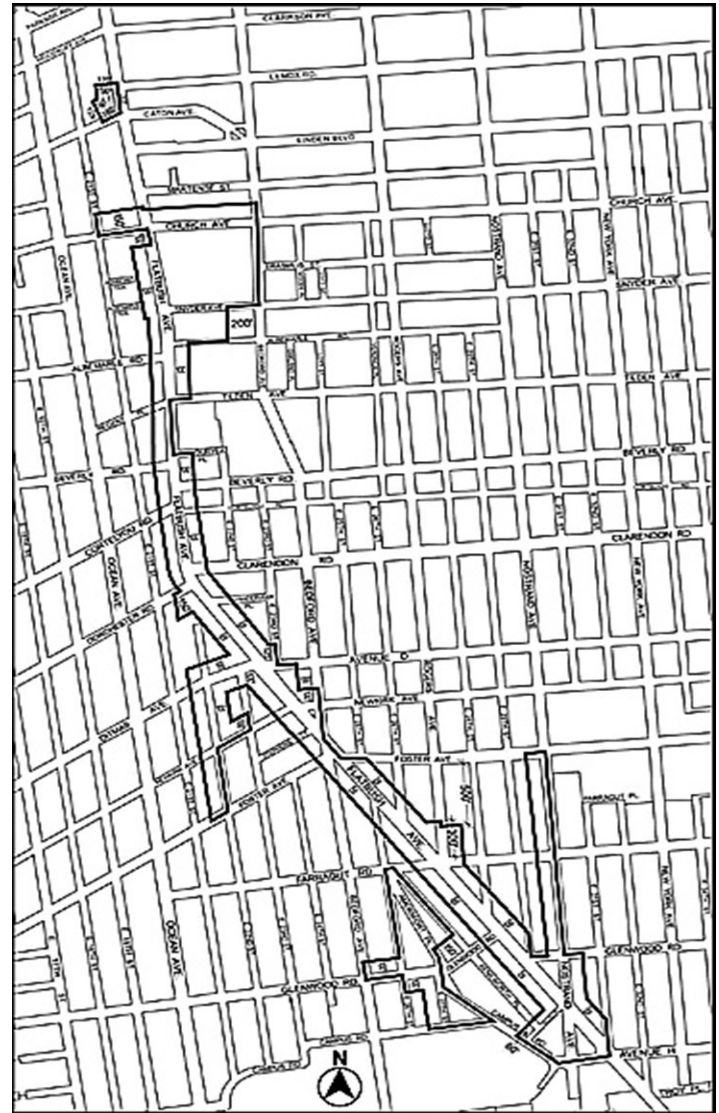
[EXISTING MAP]



- Inclusionary Housing designated area
- Mandatory Inclusionary Housing area see Section 23-154(d)(3)

Area 1 [date of adoption] – MIH Program Option 2

Portion of Community District 14, Brooklyn



* * *

**BOROUGH OF MANHATTAN
No. 7
WEST 23RD STREET TEXT AMANDMENT**

CD4 **N 160396 ZRM**

PUBLIC HEARING:

IN THE MATTER OF an application submitted by 23rd and 11th Associates, LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to Article IX, Chapter 8 (Special West Chelsea District) to permit the distribution of floor area across C6-3/Subarea D and C6-3A zoning districts and subarea boundaries for zoning lots fronting on 11th Avenue and West 23rd Street within Community District 4, Borough of Manhattan.

Matter underlined is new, to be added;

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

Matter within # # is defined in Sections 12-10 or 98-01;

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

Article IX - Special Purpose Districts

Chapter 8

Special West Chelsea District

* * *

98-20 FLOOR AREA AND LOT COVERAGE REGULATIONS

The #floor area# provisions of this Section, inclusive, shall apply. Furthermore, special #floor area# transfer provisions are set forth in Section 98-30 (HIGH LINE TRANSFER CORRIDOR), inclusive.

* * *

98-22 Maximum Floor Area Ratio and Lot Coverage in Subareas

For all #zoning lots#, or portions thereof, located in Subareas A through J, the maximum #floor area ratios#, #open space ratios# and #lot coverages# of the applicable underlying district shall not apply. In lieu thereof, the maximum #floor area ratio# permitted for #commercial#, #community facility# and #residential uses#, separately or in combination, shall be as specified in the table in this Section. For #residential use#, the maximum #lot coverage# shall be 70 percent for #interior# or #through lots# and no maximum #lot coverage# shall apply to any #corner lot#. For the #conversion# to #dwelling units# of non-#residential floor area# where the total #residential floor area# on the #zoning lot# will exceed the applicable basic maximum #floor area ratio# specified in the table in this Section, such excess #residential floor area# shall only be permitted pursuant to Section 98-26 (Modifications of Inclusionary Housing Program).

MAXIMUM FLOOR AREA RATIO BY SUBAREA

Sub-area	Basic #floor area ratio# (max)	Increase in FAR from #High Line Transfer Corridor# (98-30)	Increase in FAR with #High Line# Improvement Bonuses (98-25)	Inclusionary Housing		Permitted #floor area ratio# (maximum)
				FAR required to be transferred ¹ (minimum)	Increase in FAR for Inclusionary Housing Program (98-26)	
A	6.5	2.65	___ ²	2.65	2.85	12.0
B	5.0	2.5	___ ²	1.25	1.25	7.5
C	5.0	2.5	NA	1.25	1.25	7.5
D ⁵	5.0	2.5 ³	2.5 ³	1.25	1.25	7.5
E	5.0	1.0 ³	1.0 ^{2,3}	NA	NA	6.0
F	5.0	NA	NA	NA	NA	5.0
G	5.0	1.0 ³	1.0 ³	NA	NA	6.0
H	7.5	NA	2.5	NA	NA	10.0
I	5.0	2.5	NA	1.25	1.25	7.5
I ⁴	5.0	NA	2.5	NA	NA	7.5
J ⁶	5.0	NA	2.5	NA	NA	7.5

¹ Minimum #floor area ratios# required to be transferred pursuant to Section 98-30 (HIGH LINE TRANSFER CORRIDOR), inclusive, before Inclusionary Housing #floor area# bonus can be utilized

² In Subareas A, B, and E, the applicable maximum basic #floor area ratio# of that portion of the #zoning lot# that is within the #High Line Transfer Corridor# may be increased up to a maximum of 1.0, and the applicable maximum permitted #floor area ratio# increased accordingly, by certification of the Chairperson of the City Planning Commission, pursuant to Section 98-35 (High Line Transfer Corridor Bonus)

³ For certain zoning lots located in Subareas D, E and G, the provisions of Section 98-25 (High Line Improvement Bonus) may apply in lieu of the provisions of Section 98-30, subject to the provisions of Section 98-24 98-241 (Special Floor Area Rules for Zoning Lots Divided by District Boundaries in In Subareas D, E and G)

⁴ For #zoning lots# over which the #High Line# passes

⁵ For #zoning lots# between West 22nd Street and West 24th Street, the #floor area ratios# shall be 7.5, and no #floor area# increases shall be permitted

⁶ Bonus contribution subject to provisions of Section 98-25 governing first contribution to Affordable Housing Fund

* * *

98-24 Special Floor Area Rules for Zoning Lots Divided by District Boundaries in Subareas D, E and G

98-241 In Subareas D, E and G

For #zoning lots# fronting on West 18th Street and located partially in Subarea D, partially in Subarea E and partially in Subarea G, #floor area# may be transferred across zoning district and subarea boundaries without restriction. Either the provisions of Sections 98-25 (High Line Improvement Bonus) or 98-30 (HIGH LINE TRANSFER CORRIDOR) may apply to such #zoning lot#, as applicable, and the maximum permitted #floor area ratio# specified in the table in Section 98-22 shall apply, as applicable, for each subarea.

98-27 98-242 Zoning Lots Located Partly partially Wwithin Subarea C and Partly partially Wwithin M1-5 Districts

For #zoning lots# existing prior to June 23, 2005, and located partly partially within an M1-5 District and partly partially within a C6-3 District in Subarea C, the permitted #floor area ratio# for the C6-3 District portion of the #zoning lot# may be increased to the #floor area ratio# existing in the C6-3 District portion on June 23, 2005, up to a maximum #floor area ratio# of 7.5, provided that the Chairperson of the City Planning Commission has certified that a payment has been made to the #High Line# Improvement Fund, established under Section 98-25, to be used at the discretion of the Chairperson to assure that the #High Line# is restored and reused as a public accessible open space. The amount of such contribution shall be determined in the manner prescribed in Section 98-35 (High Line Transfer Corridor Bonus).

No building permit for any #development# or #enlargement# may be issued for any #building or other structure# on the #zoning lot# that will contain #floor area# made available to the #zoning lot# as a result of the application of this Section unless and until such certification has been made.

98-243 Located partially within Subarea D and C6-3A Districts

For a #zoning lot# fronting on West 23rd Street and 11th Avenue, located partly within Subarea D and partly within a C6-3A District, #floor area# may be transferred from the portion of the #zoning lot# in the C6-3A District to the portion in Subarea D.

* * *

98-27 Zoning Lots Located Partly Within Subarea C and Partly Within M1-5 Districts

For #zoning lots# existing prior to June 23, 2005, and located partly within an M1-5 District and partly within a C6-3 District in Subarea C, the permitted #floor area ratio# for the C6-3 District portion of the #zoning lot# may be increased to the #floor area ratio# existing in the C6-3 District portion on June 23, 2005, up to a maximum #floor area ratio# of 7.5, provided that the Chairperson of the City Planning Commission has certified that a payment has been made to the #High Line# Improvement Fund, established under Section 98-25, to be used at the discretion of the Chairperson to assure that the #High Line# is restored and reused as a public accessible open space. The amount of such contribution shall be determined in the manner prescribed in Section 98-35 (High Line Transfer Corridor Bonus).

No building permit for any #development# or #enlargement# may be issued for any #building or other structure# on the #zoning lot# that will contain #floor area# made available to the #zoning lot# as a result of the application of this Section unless and until such certification has been made.

* * *

98-423 Street wall location, minimum and maximum base heights and maximum building heights

The provisions set forth in paragraph (a) of this Section shall apply to all #buildings or other structures#. Such provisions are modified for certain subareas as set forth in paragraphs (b) through (g) of this Section.

* * *

(d) Subarea E

The #street wall# location provisions set forth in paragraph (a) of this Section shall not apply on a #zoning lot# fronting on West 18th Street and located partially in Subareas D, E and G, where #floor area# has been transferred pursuant to Section 98-24 98-241. A maximum of 60 percent of the West 18th Street frontage within Subarea E may rise without setback to a maximum #building# height of 250 feet, and a minimum of 20 percent of the West 18th Street frontage within Subarea E shall rise without setback to a minimum height of 60 feet and a maximum height of 85 feet and be located within 10 feet of the #street line#.

* * *

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



j3-18

CITYWIDE ADMINISTRATIVE SERVICES

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT A REAL PROPERTY ACQUISITIONS AND DISPOSITIONS PUBLIC HEARING, in accordance with Section 824 of the New York City Charter, will be held on January 25, 2017 at 10:00 A.M., 1 Centre Street, 20th Floor Conference Room D, Borough of Manhattan.

IN THE MATTER OF a First Amendment of the Lease for The City of New York, as Tenant, of approximately 115,011 rentable square feet of space on the entire 30th Floor, and the entire 31st Floor, and a portion of the Basement Floor, in the Building, located at 120 Broadway (Block 47, Lot 7501), in the Borough of Manhattan for the Department of City Planning to use as offices and hearing room.

The proposed First Amendment of the Lease shall increase the total cost of the Basement Landlord's Work (for which Tenant reimburses Landlord) to not exceed Three Million Five Hundred Thirty Thousand Two Hundred and Twenty- Four Dollars (\$3,530,224.00).

Further information, including public inspection of the proposed lease may be obtained at One Centre Street, Room 2000 North, New York, NY 10007. To schedule an inspection, please contact Chris Fleming at (212) 386-0315.

Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contract Services, Public Hearings Unit, 253 Broadway, 9th Floor, New York, NY 10007, (212) 788-7490, no later than SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING. TDD users should call VERIZON relay services.



◀ j13

DESIGN COMMISSION

■ MEETING

Agenda

Wednesday, January 18, 2017

The Committee Meeting is scheduled to begin at 10:30 A.M. Public Meeting

- 26008:** Installation of tower lighting, Building 77, Brooklyn Navy Yard Industrial Park, 63 Flushing Avenue, Brooklyn. (Preliminary and Final) (CC 33, CB 2) BNYDC
- 26009:** Installation of *Luminescence* by Nobuho Nagasawa, The Peninsula, Hunter's Point South Waterfront Park, 54th Avenue, Center Boulevard, 55th Avenue, and the East River, Long Island City, Queens. (Preliminary) (CC 26, CB 2) DCLA%/EDC
- 26010:** Installation of a containment fill box and stairs, Fire Academy Building 10, 7 Cammarata Avenue, Randall's Island, Manhattan. (Preliminary and Final) (CC 8, CB 11) DDC
- 26011:** Reconstruction of the spillway channel walls, Amawalk Dam, Amawalk Road and Lake Road, Somers, Westchester County. (Preliminary) DEP
- 26012:** Installation of light fixtures, Pine Hill Wastewater Treatment Plant, Shandanken, Ulster County. (Preliminary and Final) DEP
- 26013:** Installation of rooftop mechanical equipment and light fixtures, Grand Gorge Wastewater Treatment Plant, Grand Gorge, Roxbury, Delaware County. (Preliminary and Final) DEP
- 26014:** Installation of rooftop mechanical equipment and light fixtures, Tannersville Wastewater Treatment Plant, Hunter, Greene County. (Preliminary and Final) DEP
- 26015:** Installation of photovoltaic panels, Brooklyn New School, J.H.S. 142, 610 Henry Street, Brooklyn. (Preliminary and Final) (CC 39, CB 6) DOE

- 26016:** Installation of pole-top antennae, battery packs, and access point devices for Con Edison, Bronx, Brooklyn, Queens. (Preliminary and Final) DOT/DoITT
- 26017:** Reconstruction of a playground and athletic courts, Dutch Kills Playground, Crescent Street and 36th Avenue, Long Island City, Queens. (Preliminary) (CC 26, CB 1) DPR
- 26018:** Reconstruction of a playground and construction of two entrance plazas, Friends Field Park, East 4th Street, Avenue L, McDonald Avenue, and Avenue M, Brooklyn. (Preliminary) (CC 44, CB 12) DPR
- 26019:** Construction of two plazas and adjacent site work, Brownsville Recreation Center, 1555 Linden Boulevard, Brooklyn. (Preliminary) (CC 42, CB 16) DPR
- 26020:** Reconstruction of Ennis Playground, 2nd Avenue, 11th Street, 3rd Avenue, and 12th Street, Brooklyn. (Preliminary) (CC 39, CB 6) DPR
- 26021:** Interim rehabilitation of the 107th Street Pier, 107th Street, and the East River, Manhattan. (Preliminary and Final) (CC 8, CB 11) DPR/DCLA%
- 26022:** Reconstruction of a comfort station, Stapleton Playground, adjacent to P.S./I.S. 78, Tompkins Avenue between Broad Street and Hill Street, Stapleton, Staten Island. (Preliminary and Final) (CC 49, CB 1) DPR
- 26023:** Reconstruction of athletic fields, Phase I, Red Hook Recreation Area, Lorraine Street, Henry Street, Bay Street, and Hicks Street, Brooklyn. (Final) (CC 38, CB 6) DPR
- 26024:** Reconstruction of Lincoln Terrace Playground, Lincoln Terrace Park, East New York Avenue between Rochester Avenue and Buffalo Avenue, Brooklyn. (Final) (CC 41, CB 8) DPR
- 26025:** Replication of a sword, *General Gouverneur Kemble Warren* (1893) by Henry Baerer, Grand Army Plaza, Brooklyn. (Final) (CC 33, CB 19) DPR
- 26026:** Replication of a sword, *General Josiah Porter* (1902) by William Clark Noble, Van Cortlandt Park, Bronx. (Final) (CC 11, CB 8) DPR
- 26027:** Rehabilitation of the Owen F. Dolen Golden Age Recreation Center, Owen F. Dolen Park, 2551 Westchester Avenue, Bronx. (Preliminary and Final) (CC 13, CB 10) DPR
- 26028:** Construction of an ADA ramp, canopy, and ticket office, Yankee Stadium, 1 East 161st Street, Bronx. (Preliminary) (CC 16, CB 4) DPR
- 26029:** Installation of rooftop stacks, Emergency Medical Station (EMS) 32, 347 Bond Street, Brooklyn. (Preliminary and Final) (CC 33, CB 2) FDNY

Design Commission meetings are held in the Conference Room on the Third Floor of City Hall, unless otherwise indicated.

All attendees, including members of the public, are encouraged to arrive at least 45 minutes in advance of the estimated time; those who also plan to testify are encouraged to submit their testimony in writing in advance of the meeting date. Please note that all times are approximate and subject to change without notice.

Please note that items on the consent agenda are not presented. If members of the public wish to testify on a consent agenda item, they should contact the Design Commission immediately, so the project can be rescheduled for a formal presentation at the next appropriate public hearing, per standard procedure.

Do you need assistance to participate in the meeting? If you need a reasonable accommodation of a disability, such as a sign language interpreter, at the meeting, please inform the Public Design Commission three business days (72 hours) in advance of the meeting. The Public Design Commission conference room is wheelchair accessible.

Per Local Law Int 0132-2010, meetings are recorded on digital video and posted online.

Public Design Commission
City Hall, Third Floor
Phone: (212) 788-3071
Fax: (212) 788-3086
www.nyc.gov/designcommission
designcommission@cityhall.nyc.gov



◀ j13

BOARD OF EDUCATION RETIREMENT SYSTEM

MEETING

The Board of Trustees, of the Board of Education Retirement System of the City of New York, will join a Common Investment Meeting of the New York City Retirement Systems, at 9:00 A.M., on Wednesday, January 18, 2017, at the Office of the Comptroller of the City of New York (1 Centre Street, 10th Floor, Northside, New York, NY 10007).

Accessibility questions: Karen Wong (718) 935-2994, by: Tuesday, January 17, 2017, 5:00 A.M.



j12-18

The Board of Trustees, of the Board of Education Retirement System of the City of New York, will be meeting at 5:00 P.M., on Wednesday, January 18, 2017, at the Taft Educational Complex (240 East 172nd Street, Bronx, NY 10457).

Accessibility questions: Karen Wong (718) 935-2994, by: Tuesday, January 17, 2017, 5:00 P.M.



j12-18

EMPLOYEES' RETIREMENT SYSTEM

MEETING

BOARD OF TRUSTEES SPECIAL REGULAR BOARD MEETING

Please be advised that the next Special Regular Meeting of the Board of Trustees of the New York City Employees' Retirement System, has been scheduled for Thursday, January 19, 2016, at 9:30 A.M. To be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor, Boardroom, Brooklyn, NY 11201-3751.

Karen Mazza, Interim Executive Director

◀ j13

EQUAL EMPLOYMENT PRACTICES COMMISSION

PUBLIC HEARINGS

The next meeting of the Equal Employment Practices Commission will be held in the Commission's Conference Room/Library, at 253 Broadway (Suite 602), on Thursday, January 19, 2017, at 9:15 A.M.

Accessibility questions: Mohini Ramsukh, (212) 615-8938, by: Tuesday, January 17, 2017, 4:25 P.M.



j11-19

HOUSING AUTHORITY

MEETING

The next Board Meeting of the New York City Housing Authority is scheduled for Wednesday, January 25, 2017, at 10:00 A.M., in the Board Room, on the 12th Floor of 250 Broadway, New York, NY (unless otherwise noted). Copies of the Calendar are available on NYCHA's website or can be picked up at the Office of the Corporate Secretary, at 250 Broadway, 12th Floor, New York, NY, no earlier than 24 hours before the upcoming Board Meeting. Copies of the Minutes are also available on NYCHA's website or can be picked up at the Office of the Corporate Secretary, no earlier than 3:00 P.M., on the Thursday after the Board Meeting.

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

The meeting is open to the public. Pre-Registration at least 45 minutes before the scheduled Board Meeting is required by all speakers. Comments are limited to the items on the Calendar. Speaking time will be limited to three minutes. The public comment period will conclude upon all speakers being heard or at the expiration of 30 minutes allotted by law for public comment, whichever occurs first.

Any person requiring a reasonable accommodation in order to participate in the Board Meeting, should contact the Office of the Corporate Secretary by phone at (212) 306-6088, or by email, at corporate.secretary@nycha.nyc.gov, no later than five business days before the Board Meeting.

For additional information, please visit NYCHA's website or contact (212) 306-6088.

Accessibility questions: Office of the Corporate Secretary by phone at (212) 306-6088 or by email at corporate.secretary@nycha.nyc.gov, by: Thursday, January 19, 2017, 5:00 P.M.



j11-25

LANDMARKS PRESERVATION COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, January 17, 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.

9 Pierrepont Street - Brooklyn Heights Historic District

194236 - Block 234 - Lot 7 Zoning: R6

CERTIFICATE OF APPROPRIATENESS

An Anglo-Italianate style rowhouse built in 1856. Application is to legalize the installation of rooftop mechanical equipment without Landmarks Preservation Commission permit(s).

340 Decatur Street - Bedford-Stuyvesant/Expanded Stuyvesant Heights Historic District

177912 - Block 1681 - Lot 34 Zoning: R6B

CERTIFICATE OF APPROPRIATENESS

An altered rowhouse. Application is to legalize and complete alterations to the façade without Landmarks Preservation Commission permit(s), and replace windows.

92 Park Place - Park Slope Historic District

191484 - Block 942 - Lot 12 Zoning: R6B

CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style rowhouse built in 1881. Application is to construct a rear yard addition.

828 Union Street - Park Slope Historic District

181487 - Block 1065 - Lot 10 Zoning: R7B

CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style rowhouse designed by William Flanagan and built in 1884-85. Application is to construct a rooftop addition, modify masonry openings at the rear façade, and excavate the rear yard.

143 Fenimore Street - Prospect Lefferts Gardens Historic District

187117 - Block 5037 - Lot 66 Zoning: R2

CERTIFICATE OF APPROPRIATENESS

A house designed by Benjamin Driesler and built in 1905. Application is to replace siding, and to legalize the construction of a rear yard addition and garage, replacement of windows, installation of a fence, and alterations to the porch, all without Landmarks Preservation Commission permit(s).

10 Jones Street - Greenwich Village Historic District Extension II

194013 - Block 590 - Lot 22 Zoning: R6

CERTIFICATE OF APPROPRIATENESS

A factory building built in 1902 and altered c. 1976 as an apartment building. Application is to install security grilles, a canopy and light fixtures.

594 Broadway - SoHo-Cast Iron Historic District

192196 - Block 511 - Lot 12 Zoning: M1-5B

CERTIFICATE OF APPROPRIATENESS

A store building designed by Buchman & Deisler and built in 1898. Application is to replace windows.

688 6th Avenue, aka 64-68 West 22nd Street - Ladies' Mile Historic District

194742 - Block 823 - Lot 79 Zoning: C6-2A

CERTIFICATE OF APPROPRIATENESS

An early-twentieth century commercial style converted dwelling, originally built in 1862 and later altered. Application is to legalize the replacement of storefront infill and installation of signage, ATM, light fixtures, conduits and security camera without or in non-compliance with Landmarks Preservation Commission permit(s).

668 6th Avenue - Ladies' Mile Historic District

195307 - Block 822 - Lot 78 Zoning: C6-2A

CERTIFICATE OF APPROPRIATENESS

An altered Commercial style rowhouse built in 1850-51. Application is to alter the storefront.



j6-17

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, January 24, 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.

16 Prospect Avenue - Douglaston Hill Historic District

195121 - Block 8106 - Lot 12 - Zoning: R1-2

CERTIFICATE OF APPROPRIATENESS

A Neo-Colonial house designed by Samuel Lindbloom and Constructed in 1926. Application is to construct a rear yard addition.

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, and alter and excavate below the attached garage.

196 Guernsey Street - Greenpoint Historic District

194838 - Block 2595 - Lot 12 - Zoning: R6B

CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse built c. 1865. Application is to modify a stoop that was rebuilt without Landmarks Preservation Commission permit(s).

95 Joralemon Street - Brooklyn Heights Historic District

191220 - Block 253 - Lot 10 - Zoning: R6B

CERTIFICATE OF APPROPRIATENESS

An Anglo-Italianate style rowhouse built between 1861-1879, and altered c. 1965. Application is to replace windows.

126 St. Marks Avenue - Prospect Heights Historic District

195405 - Block 1150 - Lot 33 - Zoning: R6B

CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style rowhouse designed by Marshall J. Morrill and built c. 1881. Application is to alter the rear façade.

Prospect Park - Scenic Landmark

196260 - Block 1117 - Lot 1 - Zoning: Park

ADVISORY REPORT

A bandshell designed by Aymar Embury II and built in 1939-40 and a maintenance yard within an English-Romantic-style public park designed in 1865 by Frederick Law Olmsted and Calvert Vaux. Application is to construct a new building and perform site work.

7 Irvington Place - Fiske Terrace-Midwood Park Historic District

195868 - Block 5237 - Lot 85 - Zoning:

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.

21 West 10th Street - Greenwich Village Historic District

195118 - Block 574 - Lot 55 - Zoning: R6

CERTIFICATE OF APPROPRIATENESS

A Greek Revival style house built in 1846. Application is to excavate the front arway and rear yard, install ironwork, modify the front entrance, and alter the rear façade.

126 Waverly Place - Greenwich Village Historic District

195771 - Block 552 - Lot 7501 - Zoning: R7-2

CERTIFICATE OF APPROPRIATENESS

An apartment building designed by James Stewart Polshek and built in 1984. Application is to alter the ground floor and install storefronts.

3 East 10th Street - Greenwich Village Historic District

195159 - Block 568 - Lot 3 Zoning: R7-2

CERTIFICATE OF APPROPRIATENESS

A Romanesque Revival style townhouse designed by George E. Harney and built in 1890. Application is to alter the front and rear façades.

453 Broome Street - SoHo-Cast Iron Historic District

192377 - Block 474 - Lot 12 - Zoning: M1-5B

CERTIFICATE OF APPROPRIATENESS

A cast iron store building designed by Griffith Thomas and built in 1872-73. Application is to legalize the removal of vault lights and granite sidewalks in non-compliance with Certificate of No Effect 17-4254.

439 Lafayette Street - NoHo Historic District

196433 - Block 544 - Lot 20 - Zoning: M1-5B

CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style warehouse building designed by D & J Jardine and built in 1889-90. Application is to renew a Master Plan for the installation of painted wall signs.

10 Jones Street - Greenwich Village Historic District Extension II

194013 - Block 590 - Lot 22 - Zoning: R6

CERTIFICATE OF APPROPRIATENESS

A factory building, built in 1902 and altered c. 1976 as an apartment building. Application is to install security grilles, a canopy and light fixtures.

44 East 21st Street - Ladies' Mile Historic District

195400 - Block 849 - Lot 49 - Zoning: M1-5M

CERTIFICATE OF APPROPRIATENESS

An altered Greek Revival style rowhouse built in c. 1848. Application is to legalize the installation of windows without a Landmarks Preservation Commission permit(s).

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.

405-415 East 59th Street - Individual Landmark

196500 - Block 1454 - Lot 1 - Zoning: C8-4

BINDING REPORT

A Beaux Arts style "through-type" cantilever bridge, spanning the East River between Manhattan and Queens over Roosevelt Island, designed by Henry Hornbostel and built in 1901-2908. Application is to install signs and to alter the area below the bridge.

17 East 71st Street - Upper East Side Historic District

185354 - Block 1386 - Lot 15 - Zoning: C5-1

CERTIFICATE OF APPROPRIATENESS

A house originally designed by Thom & Wilson and built in 1889, and altered in the Neo-Federal style by Harry Allan Jacobs in 1918. Application is to install awnings and a plaque.

j10-24

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) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), **on Tuesday, January 24, 2017, at 9:30 A.M.**, a public hearing will be held at 1 Centre Street, 9th Floor, Borough of Manhattan, with respect to the following property and then followed by a public meeting. The order and estimated time 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.

Waldorf-Astoria Hotel Interiors: 301 Park Avenue (aka 101-121 East 49th Street, 100-120 East 50th Street, 538-556 Lexington Avenue), Borough of Manhattan, Block 1304, Lot: 7501.

Interior spaces on the Ground, First, Second and Third Floors in the Art Deco individual landmark skyscraper hotel, built 1929-31, by Schultze and Weaver, with Lloyd Morgan, partner in charge.

Boundary Description

Waldorf-Astoria Hotel, ground floor interior consisting of the Park Avenue vestibules and foyer, the Lexington Avenue vestibules and foyer; the first floor interior consisting of the Park Avenue Lobby and colonnade, West Lounge (formerly Peacock Alley), West Elevator Lobby, Main Lobby, Main Lobby Hall, East Arcade, Lexington Avenue stairs and landing; the second floor interior consisting of the Lexington Avenue stairs and landing; the third floor interior consisting of the Lexington Avenue stairs and landing, the Grand Ballroom and balconies, Ballroom Entrance Hall (formerly Silver Gallery), Ballroom Foyer, Basildon Room, Jade Room, Astor Gallery, foyer connecting the Jade Gallery and Astor Gallery with Lexington Avenue stairs; and the fixtures and interior components of these spaces, which may include but not limited to the wall surfaces, ceiling surfaces and floor surfaces, murals, mirrors, chandeliers, lighting fixtures, attached furnishings, doors, exterior elevator doors and grilles, railings and balustrades, decorative metalwork and attached decorative elements.

Accessibility questions: Lorraine Roach-Steele, (212) 669-7815, lroach-steele@lpc.nyc.gov, by: Monday, January 23, 2017, 1:00 P.M.



j9-23

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 in 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-f1

**COMMUTER VAN SERVICE AUTHORITY APPLICATION
Brooklyn Expansion - East Flatbush/Crown Heights**

NOTICE IS HEREBY GIVEN that the Department of Transportation is conducting a public hearing on a proposed new commuter van service expansion and additional vans in Brooklyn for an existing commuter van service. The expansion is from a residential area in East Flatbush to mass transit in Crown Heights bounded by Beverley Road from East 49th to 52nd Street. Bounded by East 52nd Street from Beverly Road to Clarendon Road. Bounded by Clarendon Road from East 52nd Street to East 57th Street. Bounded by East 57th Street from Clarendon Road to Tilden Avenue. Bounded by Tilden Avenue from East 57th Street to East 55th Street. Bounded by East 55th Street from Tilden Avenue to Synder Avenue. Bounded by Synder Avenue from East 55th Street to Schenectady Avenue. Bounded by Schenectady Avenue from Synder Avenue to Beverley Road. Bounded by Beverley Road from Schenectady Avenue to East 49th Street. To and from mass transit in Crown Heights. To and from Sterling Place from Schenectady Avenue to Hampton Place. Bounded by Hampton Place from Sterling Place to Park Place. Bounded by Park Place from Hampton Place to Schenectady Avenue. The company's name is Jah Love Transportation. Their address is 582 East 88th Street, Apartment 2F, Brooklyn, NY 11236. They propose using 10 vans, 24 hours/daily.

There will be a public hearing held on Friday, January 20, 2017, at

Brooklyn Borough Commissioner's Office, 16 Court Street (at Montague Street) 16th Floor, Suite 1620, New York, NY 11241, from 2:00 P.M. - 4:00 P.M., so that you may have an opportunity to voice your position on this application. In addition, written comments in support or in opposition to this application may be sent to Ms. Dorothy Szorc at the New York City Department of Transportation, Division of Transportation Planning and Management, 55 Water Street - 6th Floor, New York, NY 10041 no later than January 20, 2017. Any written comments received after this date may not be considered. Those opposing the application must clearly specify why the proposed expansion of vans will not meet present and/or future public convenience and necessity.

j10-17

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

“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****SOLICITATION**

Goods

GAS WELDING SUPPLIES - Competitive Sealed Bids - PIN# 8571700114 - Due 2-13-17 at 10:30 A.M.

A copy of the bid can be downloaded from the City Record Online site at www.nyc.gov/cityrecord. Enrollment is free. Vendors may also request the bid by contacting Vendor Relations via email at dcasdmssbids@dcas.nyc.gov, by telephone (212) 386-0044, or by fax at (212) 669-7585.

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.

Citywide Administrative Services, 1 Centre Street, 18th Floor South, New York, NY 10007. Erica De Jesus (212) 386-0435; Fax: (646) 500-7299; ejesus@dcas.nyc.gov

j13

TRUCK, CAR CARRIER, VARIOUS - DEP - Competitive Sealed Bids - PIN# 8571700104 - Due 2-9-17 at 10:30 A.M.

● **TRUCK, 25 C.Y. DUAL COMPARTMENT COLLECTION - DSN** - Other - PIN# 857PS1700148 - Due 2-16-17 at 9:30 A.M.

A Pre-Solicitation Conference for the above mentioned commodity is scheduled for February 16, 2017, at 9:30 A.M., at 1 Centre Street, 18th Floor, New York, NY 10007.

The purpose of this conference is to review proposed specifications for the commodity listed above to ensure a good product and maximum competition. Please make every effort to attend this conference, your participation will assist us in revising the attached specifications so they can be issued as a part of final bid package.

● **TRUCK, 25 C.Y. REAR LOADING COLLECTION - DSNY** - Other - PIN# 857PS1700140 - Due 2-17-17 at 9:30 A.M.

A Pre-Solicitation Conference for the above mentioned commodity is scheduled for February 17, 2017, at 9:30 A.M., at 1 Centre Street, 18th Floor, New York, NY 10007.

The purpose of this conference is to review proposed specifications for the commodity listed above to ensure a good product and maximum competition. Please make every effort to attend this conference, your participation will assist us in revising the attached specifications so they can be issued as a part of final bid package.

A copy of the Pre-Solicitation package can be downloaded from the City Record Online site at www.nyc.gov/cityrecord. Enrollment is free. Please review the documents before you attend the conference. If you have questions regarding this conference, please contact Joseph Vacirca at (212) 386-6330 or by email at jvacirca@dcas.nyc.gov

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

Citywide Administrative Services, 1 Centre Street, 18th Floor, New York, NY 10007. Joseph Vacirca (212) 386-6330; Fax: (212) 669-7581; jvacirca@dcas.nyc.gov

j13

TRUCK, DUMP WITH VARIOUS BODIES - DOT - Other - PIN# 857PS1700049 - Due 1-31-17 at 9:00 A.M.

A Pre-Solicitation Conference for the above mentioned commodity is

scheduled for January 31, 2017, at 9:00 A.M., at 1 Centre Street, 18th Floor, New York, NY 10007.

The purpose of this conference is to review proposed specifications for the commodity listed above to ensure a good product and maximum competition. Please make every effort to attend this conference, your participation will assist us in revising the attached specifications so they can be issued as a part of final bid package.

A copy of the Pre-Solicitation package can be downloaded from the City Record Online site at www.nyc.gov/cityrecord. Enrollment is free. Please review the documents before you attend the conference. If you have questions regarding this conference, please contact Kirklyal Henry at (212) 386-0438 or by email at khenry@dcas.nyc.gov

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

Citywide Administrative Services, 1 Centre Street, 18th Floor, New York, NY 10007-1602. Kirklyal Henry (212) 386-0438; Fax: (212) 313-3447; khenry@dcas.nyc.gov

• j13

DESIGN AND CONSTRUCTION

AGENCY CHIEF CONTRACTING OFFICE

AWARD

Construction / Construction Services

REQUIREMENTS CONTRACT FOR REI SERVICES FOR LARGE INFRASTRUCTURE PROJECTS, CITYWIDE -

Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 8502016RQ0021P - AMT: \$20,000,000.00 - TO: Henningson, Durham and Richardson Architecture and Engineering, PC, 500 7th Avenue, 15th Floor, New York, NY 10018.

REQUIREMENTS CONTRACT FOR REI SERVICES FOR SMALL INFRASTRUCTURE PROJECTS, CITYWIDE -

Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 8502016RQ0035P - AMT: \$12,000,000.00 - TO: Gandhi Engineering Inc., 111 John Street, 3rd Floor, New York, NY 10038.

REQUIREMENTS CONTRACT FOR REI SERVICES FOR LARGE INFRASTRUCTURE PROJECTS, CITYWIDE -

Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 8502016RQ0020P - AMT: \$20,000,000.00 - TO: STV, Incorporated, 225 Park Avenue South, 5th Floor, New York, NY 10003.

REQUIREMENTS CONTRACT FOR REI SERVICES FOR LARGE INFRASTRUCTURE PROJECTS, CITYWIDE -

Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 8502016RQ0015P - AMT: \$20,000,000.00 - TO: Ammann and Whitney Consulting Engineers, PC, 96 Morton Street, New York, NY 10014.

• j13

SOLICITATION

Construction / Construction Services

111 CENTRE STREET BULKHEAD RESTORATION -BOROUGH OF MANHATTAN - Competitive Sealed Bids - PIN# 85016B0004 - Due 2-10-17 at 2:00 P.M.

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; Fax: (718) 391-2615; barreir@ddc.nyc.gov

• j13

EDUCATION

CONTRACTS AND PURCHASING

SOLICITATION

Goods and Services

ARMED GUARD COURIER SERVICES - Competitive Sealed Bids - PIN# B2909040 - Due 2-15-17 at 4:00 P.M.

Pre-Bid Conference on Tuesday, January 24, 2017, at 1:30 P.M., 65 Court Street, 12th Floor, Room 1201, Brooklyn, NY 11201.

The Division of Contracts and Purchasing on behalf of the Department of Education (DOE) and the Office of School Food is seeking bids from qualified vendors actively engaged in the business of providing secured transportation, protection, and safeguarding of money collected from one location to another. Contracts resulting from this RFB will cover the collection, sorting, counting, and deposit of cash collected from approximately 170 school cafeterias.

Email fcastel@schools.nyc.gov and jrosado16@schools.nyc.gov to confirm attendance at the Pre-Bid Conference. Attendance is not mandatory.

If you are interested in participating in this procurement, you can download the solicitation and requirements at: <https://vendorportal.nycenet.edu>

If you cannot download this BID, please send an email to VendorHotline@schools.nyc.gov with the BID Number and title in the subject line of your email. For all questions related to this BID, please send email to fcastel@schools.nyc.gov and jrosado16@schools.nyc.gov with the BID Number and title in the subject line of your email.

RFB opening date and time: Thursday, February 16, 2017 at 11:00 A.M., EST.

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



• j13

INTENT TO AWARD

Services (other than human services)

NEGOTIATED SERVICE: METAMORPHOSIS TEACHING LEARNING COMMUNITIES - Other - PIN# E1836040 - Due 1-25-17 at 4:00 P.M.

The New York City Department of Education (NYCDOE), Division of Contracts and Purchasing, has been asked for approval to enter into a contract with Metamorphosis Teaching Learning Communities for the term of 7/1/2015 through 6/30/2016. Metamorphosis Teaching Learning Communities will provide mathematics professional development and coaching services to the school listed below.

Other organizations interested in providing these services to the NYCDOE in the future are invited to indicate their ability to do so in writing to Bryan Hester, at 65 Court Street, Room 1201, Brooklyn, NY 11201. Responses should be received no later than January 25, 2017.

No# Loc Code School Total Amount
1 08X562 MS 562 Blueprint Middle School \$31,450.00

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) 935-2107; Fax: (718) 935-2155; vendorhotline@schools.nyc.gov

• j13

BOARD OF ELECTIONS**■ SOLICITATION***Services (other than human services)*

TRANSPORTATION SERVICES FOR DURING ELECTIONS
- Competitive Sealed Bids - PIN# 00320171021 - Due 1-31-17 at 10:00 A.M.

Taxis or For hire vehicle with Chauffeurs for use during Elections.

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.

Board of Elections, 32 Broadway, 7th Floor, New York, NY 10004.
Gwendolyn Youngblood (212) 487-7213; Fax: (212) 487-5343;
gyoungblood@boe.nyc.ny.us

◀ j13

ENVIRONMENTAL PROTECTION**WASTEWATER TREATMENT****■ SOLICITATION***Construction Related Services*

RECONSTRUCTION OF PIPING SYSTEMS AT VARIOUS WASTEWATER TREATMENT PLANTS - Competitive Sealed Bids - PIN# 82617B0026 - Due 2-2-17 at 11:30 A.M.

Contract Number: PW-103, Document Fee: \$100, Project Manager: Manuel Velazquez, MVelazquez@dep.nyc.gov. There will be a Pre-Bid on January 20, 2017, located at 96-05 Horace Harding Expressway, 2nd Floor Process Control Room, Flushing, NY 11373 at 10:00 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.

This contract is under Identification of Subcontractor, please include form on separate envelope.

8 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



◀ j13

WATER AND SEWER OPERATIONS**■ SOLICITATION***Services (other than human services)*

CONTAINER SERVICE AND DEBRIS REMOVAL CONTRACT, CITYWIDE - Competitive Sealed Bids - PIN# 82617B0028 - Due 2-7-17 at 11:30 A.M.

Contract Number: CSDR-17, document fee: \$80. Project Manager: Nicholas Barbaro, NBarbaro@dep.nyc.gov
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



◀ j13

HOUSING AUTHORITY**SUPPLY MANAGEMENT****■ SOLICITATION***Goods*

SMS PAINT THINNER, ODORLESS MINERAL SPIRITS, USED FOR OIL BASED PAINT - Competitive Sealed Bids - PIN# 64873 - Due 2-9-17 at 10:30 A.M.

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

Suppliers electing to obtain a non-electronic paper document will be subject to a \$25 non-refundable fee; payable to NANCY by USPS-Money Order/Certified Check only for each set of RFC documents requested. Remit payment to NANCY Finance Department, at 90 Church Street, 6th Floor; obtain receipt and present it to the Supply Management Procurement Group; RFC 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.
Aleksandr Karmanskiy (212) 306-4718;
aleksandr.karmanskiy@nycha.nyc.gov



◀ j13

HUMAN RESOURCES ADMINISTRATION**OFFICE OF CONTRACTS****■ AWARD***Goods and Services*

PURCHASE OF PALO ALTO FIREWALLS AND SUPPORT VIA NYS/OGS GROUP: 73600, AWARD 22802 - SO# 6122 - Intergovernmental Purchase - Judgment required in evaluating proposals - PIN# 0961700004001 - AMT: \$28,702.00 - TO: Dyntek Services Inc., 1350 Broadway, Suite 2104. Term: 11/1/2016 - 10/31/2019

◀ j13

Human Services/Client Services

PROVISION OF TRANSITIONAL SUPPORTIVE CONGREGATE HOUSING FOR HASA CLIENTS - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 09615I0012001 - AMT: \$1,535,000.00 - TO: Camba Inc., 1720 Church Avenue, Brooklyn, NY 11226. Term: 10/1/2016 - 9/30/2021

◀ j13

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS**CONTRACTS AND PROCUREMENT****■ AWARD***Goods*

QUEST/DELL SOFTWARE SUPPORT - Intergovernmental Purchase - Other - PIN# 85817G0004001 - AMT: \$355,000.00 - TO: DLT Solutions, LLC, 2411 Dulles Corner Park, Suite 800, Herndon, VA 20171.

Software Support Agreement for Quest/Dell software products via Intergovernmental Procurement Method with the vendor DLT Solutions, LLC. The term of the Agreement is 5/1/16 - 4/30/21.

This software support was competitively procured through authorized resellers under the General Service Administration (GSA) contracts. The contract was awarded to DLT Solutions, LLC.

j13

LAW DEPARTMENT

INTENT TO AWARD

Goods

NOTICE OF INTENT TO ENTER INTO NEGOTIATIONS WITH ESSEX TECHNOLOGY GROUP, INC. - Sole Source - Available only from a single source - PIN#02517X003644 - Due 1-23-17 at 4:00 P.M.

It is the intent of the New York City Law Department ("Department") to enter into sole source negotiations pursuant to PPB Rules Section 3-05 for a five-year contract with Essex Technology Group, Inc. ("Essex Technology Group") under which the Department would obtain a license to use digital mail room software proprietary to Essex Technology Group, a cognitive system to facilitate routing, filing and the communications and docketing system used by the Department.

Any firm that believes it can provide and license similar software is invited to send an expression of interest in the form of a letter with details to the Department, at the address stated in this notice, which must be received no later than the vendor response date indicated in this notice.

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.

Law Department, 100 Church Street, Room 5-207, New York, NY 10007. Anita Fajans (212) 356-1121; Fax: (212) 356-1148; afajans@law.nyc.gov

j9-13

MAYOR'S OFFICE OF CRIMINAL JUSTICE

CONTRACTS

SOLICITATION

Human Services/Client Services

CRIME PREVENTION AND INTERVENTION THROUGH SPORTS, ART, CULTURE AND SERVICE - Negotiated Acquisition - Available only from a single source - PIN#00217N0005 - Due 1-23-17 at 3:00 P.M.

The Mayor's Office of Criminal Justice (MOCJ) currently has two contracts with Police Athletic League, 34 1/2 East 12th Street, New York NY 10003, to provide (1) organized, supervised physical activities suitable for the various age groups of children during the summer months in roughly 40 public areas (Playstreets) and after-school program organized sports leagues, tournaments, and special events in all boroughs. MOCJ intends to negotiate a contract with PAL to provide similar services. The anticipated term of the Negotiated Acquisition contract with PAL is July 1, 2017 to June 30, 2019.

The Negotiated Acquisition procurement has been chosen due to the limited number of vendors available and able to perform the work in accordance with PPB 3-04(b)(2)(ii). MOCJ will continue to accept expressions of interest to the extent required by the City of New York Procurement Police Board Rules until ten (10) calendar days after the final City Record posting of the Intent to Enter into Negotiations for this procurement.

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. Mayor's Office of Criminal Justice, 1 Centre Street, 10th Floor, New York, NY 10007. Martina Colaizzi (646) 576-3495; mcolaizzi@cityhall.nyc.gov

j12-19

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

j3-d29

SOLICITATION

Goods and Services

OPERATION OF VENDING MACHINES AT PARKS AND RECREATION FACILITIES - Request for Proposals - PIN# CWP-VMS 2017 - Due 2-23-17 at 3:00 P.M.

In accordance with Section 1-13 of the Concession Rules of the City of New York, the New York City Department of Parks and Recreation ("Parks") is issuing, as of the date of this notice, Request for Proposals ("RFP") for the Installation, Operation and Maintenance of Vending Machines for the Sale of Food, Beverages and Merchandise at New York City Department of Parks and Recreation Facilities Citywide.

Hard copies of the RFP can be obtained, at no cost.

The RFP is also available for download on Parks' website. To download the RFP, visit www.nyc.gov/parks/businessopportunities, click on the link for "Concessions Opportunities at Parks" and, after logging in, click on the "download" link that appears adjacent to the RFP's description.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD)
(212) 504-4115.

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, The Arsenal, 830 Fifth Avenue, Room 407, New York, NY 10065. Glenn Kaalund (212) 360-1397; Fax: (212) 360-3434; glenn.kaalund@parks.nyc.gov

• j13-27

CONTRACTS

■ SOLICITATION

Services (other than human services)

WOOD CHIPPING AND DISPOSAL, CITYWIDE - Competitive Sealed Bids - PIN# 84617B0060 - Due 2-10-17 at 3:00 P.M.

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, 24 West 61st Street, 3rd Floor, New York, NY 10023. Michael Sciaraffo (212) 830-7817; michael.sciaraffo@parks.nyc.gov

• j13

INDIVIDUAL TREE PRUNING, CITYWIDE - Competitive Sealed Bids - PIN# 84617B0094 - Due 2-9-17 at 3:00 P.M.

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, 24 West 61st Street, 3rd Floor, New York, NY 10023. Michael Sciaraffo (212) 830-7817; michael.sciaraffo@parks.nyc.gov

• j13

REVENUE

■ SOLICITATION

Services (other than human services)

OPERATION AND MAINTENANCE OF BICYCLE AND BOAT RENTALS - Request for Proposals - PIN# B57-BR-RB - Due 2-2-17 at 3:00 P.M.

The City of New York Department of Parks and Recreation is issuing a Request for Proposals ("RFP") for the development, operation and maintenance of bicycle and boat rental stations, at various locations in Brooklyn, with the option for additional Brooklyn locations.

There will be a recommended proposer meeting on Friday, January 20th, 2017 at 12:00 P.M. We will be meeting in Room 407 of the Arsenal, which is located at, 830 5th Avenue, in Central Park, Manhattan. If you are considering responding to this RFP, please make every effort to attend this recommended meeting. All proposals submitted in response to this RFP, must be submitted no later than Thursday, February 2nd, 2017 at 3:00 P.M.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD)
(212) 504-4115

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, The Arsenal, Central Park, 830 Fifth Avenue, Room 407, New York, NY 10065. Eric Weiss (212) 360-3483; Fax: (212) 360-3434; eric.weiss@parks.nyc.gov

j5-19

POLICE

■ SOLICITATION

Services (other than human services)

HVAC MAINTENANCE AND DUCT CLEANING - Competitive Sealed Bids - PIN# 05617B0003 - Due 2-21-17 at 2:00 P.M.

The New York City Police Department seeks a vendor for furnishing all labor and material necessary and required for HVAC Maintenance and Duct Cleaning Service for the A/C and Ventilation Systems at the Coney Island Firing Range - EPIN 05617B0003 - Agency PIN

0561700001180. A mandatory Pre-Bid Conference will be held 1:00 P.M., on Friday, January 27, 2017, at the Coney Island Firing Range, 2556 McDonald Avenue, also known as 2556 Shell Road, Brooklyn, NY 11223 (MTA Training Building). If you are interested, you may obtain a free copy of the bid package in 3 ways: (1) Online at www.nyc.gov/cityrecord, (2) In person, Monday - Friday, 9:00 A.M. - 5:00 P.M., at Contract Administration Unit, 90 Church Street, 12th Floor, Room 1206, New York, NY 10007, or (3) Contact Stephanie Gallop at (646) 610-5225. This procurement is subject to participation goals for MBEs and/or WBEs as required by Local Law 1 of 2013.

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.

Police, 90 Church Street, 12th Floor, Room 1206. Stephanie Gallop (646) 610-5225; Fax: (646) 610-5224.

Accessibility questions: Yolanda Morillo (718) 476-6477/6898/7575, by: Friday, January 20, 2017, 5:00 P.M.



• j13

EQUIPMENT

■ SOLICITATION

Goods

GUN CLEANING KITS AND CLOTH - Competitive Sealed Bids - PIN# 05617ES00001 - Due 2-1-17 at 2:00 P.M.

The New York City Police Department Equipment Section is seeking bids from manufacturers for NYPD, Gun Cleaning Kits and Gun Cleaning Cloths which all conform to the Specifications. Bid openings will take place at the NYPD Contract Administration Unit, 90 Church Street, Room 1206, 12th Floor, New York, NY 10007, on Wednesday, February 1, 2017 at 2:00 P.M. If you are interested, you may obtain a free copy of the bid package in 3 ways: (1) Online at www.nyc.gov/cityrecord, (2) In person, Monday - Friday, 9:00 A.M. - 5:00 P.M., at the New York City Police Department's Equipment Section, College Point Police Academy, 127-10 28th Avenue, 2nd Floor, Room PT-285, Flushing, NY 11354-2527, (3) by phone.

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.

Police, 127-10 28th Avenue, 2nd Floor, Room PT 285, Flushing, NY 11354. Thomasina Thomas (718) 670-9642; Fax: (718) 888-3165; thomasina.thomas@nypd.org

Accessibility questions: Thomasina Thomas, (718) 670-9642, by: Wednesday, January 25, 2017, 5:00 P.M.



• j13

SCHOOL CONSTRUCTION AUTHORITY**PROCUREMENT**

■ SOLICITATION

Construction/Construction Services

INTERIOR STAIRS REPLACEMENT - Competitive Sealed Bids - PIN# SCA17-17116D-1 - Due 2-2-17 at 11:00 A.M.

IS 99 at Harlem Success Academy III (M). SCA System-generated category: \$1,000,001 to \$4,000,000 (Not to be interpreted as a "bid range"). Pre-Bid Meeting: January 23, 2017 at 10:00 A.M., at 410 East 100th Street, New York, NY 10029. Bidders must be Pre-Qualified by the SCA at time of the bid opening.

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

School Construction Authority, 30-30 Thomson Avenue, Long Island City, NY 11101. Iris Vega (718) 472-8292; Fax: (718) 472-8290; ivega@nycsca.org

• j13

TRANSPORTATION

BRIDGES

■ SOLICITATION

Construction / Construction Services

REHABILITATION OF STONE MASONRY WALLS AT BRIDGE APPROACHES AND RAMPS BOROUGHS OF MANHATTAN AND BROOKLYN - Competitive Sealed Bids - PIN# 84116MBBR001 - Due 2-13-17 at 11:00 A.M.

THIS PROCUREMENT IS SUBJECT TO PARTICIPATION GOALS FOR MINORITY OWNED BUSINESS ENTERPRISES (MBEs) AND/OR WOMEN OWNED BUSINESS ENTERPRISES (WBEs) AS REQUIRED BY SECTION 6-129 OF THE NEW YORK CITY ADMINISTRATIVE CODE (Target/Goal for M/WBE can be seen in the Schedule A of the Bid Book Number 1 of 1) and this contract is also Subject to the APPRENTICESHIP PROGRAM and the NYC Comptrollers Labor Law 220 prevailing wages requirements. The M/WBE goal for this project is 17 percent. Drawings are not available for download and MUST be purchased. A printed copy of the solicitation and drawing set can be purchased. A deposit of \$50.00 is required for the specification book and a deposit of \$50.00 is required for drawings set in the form of a certified check or money order payable to: New York City Department of Transportation. NO CASH ACCEPTED. Company address, telephone and fax numbers are required when picking up contract documents. Entrance is located on the South Side of the Building facing the Vietnam Veterans Memorial. Proper government issued identification is required for entry to the building (driver's license, passport, etc.). A Pre-Bid Meeting (Optional) has been scheduled for January 23, 2017 at 2:00 P.M. in the Agency Chief Contracting Officer Bid Room, Ground Floor, 55 Water Street, NYC. All questions shall be submitted in writing to Project Manager indicated. Deadline for submission of questions is January 26, 2017, please contact Mr. Dominic Domingo, New York City Department of Transportation, 55 Water Street, 8th Floor, New York, NY 10041, Telephone No. (212) 839-9297, Email: ddomingo@dot.nyc.gov.

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

Transportation, Contract Management Unit, 55 Water Street, Ground Floor, New York, NY 10041. Bid Window (212) 839-9435.

◀ j13

CONTRACT AWARD HEARINGS

NOTE: INDIVIDUALS REQUESTING SIGN LANGUAGE INTERPRETERS SHOULD CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES, PUBLIC HEARINGS UNIT, 253 BROADWAY, 9TH FLOOR, NEW YORK, N.Y. 10007, (212) 788-7490, NO LATER THAN SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING. TDD USERS SHOULD CALL VERIZON RELAY SERVICES.

ENVIRONMENTAL PROTECTION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held at the Department of Environmental Protection Offices, at 59-17 Junction Boulevard, 17th Floor Conference Room, Flushing, NY, on January 26, 2017 commencing at 10:00 A.M. on the following:

IN THE MATTER OF a proposed contract between the Department of Environmental Protection and United States Geological Survey (USGS), 425 Jordan Road, Troy, NY 12180, for BATH-17: EOH Bathymetry Agreement. The Contract term shall be 4 years with an option to renew for 365 consecutive calendar days from the date of the written notice to proceed. The Contract amount shall be \$431,500.00 - Location: EOH Watershed Region: Pin 82617T008001

Contract was selected by Government to Government Purchase pursuant to Section 3-13 of the PPB Rules.

A copy of the Contract may be inspected at the Department of Environmental Protection, 59-17 Junction Boulevard, Flushing, NY

11373, on the 17th Floor Bid Room, on business days from January 13, 2017 to January 26, 2017, between the hours of 9:30 A.M. - 12:00 P.M. and from 1:00 P.M. - 4:00 P.M.

Pursuant to Section 2-11(c)(3) of the Procurement Policy Board Rules, if DEP does not receive, by January 18, 2017, from any individual a written request to speak at this hearing, then DEP need not conduct this hearing. Written notice should be sent to Ms. Debra Butlien, NYCDEP, 59-17 Junction Boulevard, 17th Floor, Flushing, NY 11373 or via email to dbutlien@dep.nyc.gov.

Note: Individuals requesting Sign Language Interpreters should contact Ms. Debra Butlien, Office of the Agency Chief Contracting Officer, 59-17 Junction Boulevard, 17th Floor, Flushing, NY 11373, (718) 595-3423, no later than FIVE(5) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING.



◀ j13

AGENCY RULES

ENVIRONMENTAL PROTECTION

■ NOTICE

Notice of Public Hearing and Opportunity to Comment on Proposed Rules

What are we proposing? The Department of Environmental Protection (the "Department" or "DEP") is considering changing its rules. The change would amend the Department's rules to establish requirements for a Green Infrastructure Grant Program.

When and where is the hearing? The Department will hold a public hearing on the proposed rules. The public hearing will take place at 10:00 A.M. on Wednesday, February 15, 2017. The hearing will be held in the 11th Floor Conference Room, at 59-17 Junction Boulevard, Flushing, NY.

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

- **Website.** You can submit comments to the Department through the NYC rules website at <http://rules.cityofnewyork.us>.
- **Email.** You can email written comments to nycrules@dep.nyc.gov.
- **Mail.** You can mail written comments to the Department's Bureau of Legal Affairs, 59-17 Junction Boulevard, 19th Floor, Flushing, NY 11373.
- **Fax.** You can fax written comments to the Department's Bureau of Legal Affairs at (718) 595-6543.
- **By speaking at the hearing.** Anyone who wants to comment on the proposed rules at the public hearing must sign up to speak. You can sign up before the hearing by calling (718) 595-6531. You can also sign up in the hearing room before the hearing begins on February 15, 2017. You can speak for up to three minutes.

Is there a deadline to submit written comments? Yes, you must submit written comments by February 15, 2017.

Do you need assistance to participate in the hearing? You must tell the Department's Bureau of Legal Affairs if you need a reasonable accommodation of a disability at the hearing. You must tell us if you need a sign language interpreter. You can tell us by mail at the address given above. You may also tell us by telephone at (718) 595-6531. You must tell us by February 15, 2017.

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

What authorizes the Department to make these rules? Section 1403 of the City Charter and Sections 24-501, *et seq.* of the New York City Administrative Code authorize the Department to make these proposed rules. These proposed rules were included in the Department's regulatory agenda for this fiscal year.

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

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

Statement of Basis and Purpose of Proposed Rules

In 2012, the Department signed a Consent Order modifying a 2005 New York State Department of Environmental Conservation Consent Order (DEC Case No CO2-20000107-8, as modified) to reduce combined sewer overflows ("CSOs") and committed to construct and implement green stormwater management practices (also known as "green infrastructure") that are part of a broader green/grey strategy (i.e., also employing "grey infrastructure," which includes CSO storage facilities and other engineered projects) to improve water quality in local waterways. Specifically, the Department is required to manage one (1) inch of rainfall on ten percent (10%) of the impervious surfaces within combined sewer areas by 2030 using green infrastructure. The Department established its Office of Green Infrastructure to implement the Green Infrastructure Grant Program ("Program") and launched the Program in order to partner with stakeholders and community groups in the construction and maintenance of green infrastructure. The Program provides funding to private property owners for the design and construction of qualified green infrastructure practices. Grants under this Program are available to owners of property located within the five (5) boroughs of the City of New York whose property and proposals meet the criteria set forth by the Department.

This rulemaking sets forth the determination by the Commissioner of the Department as to the requirements for eligible projects and grant applicants, the application process, compliance and administration and funding requirements under the Program. The Department is therefore proposing the following new rules, to be found at 15 RCNY Chapter 48.

The Rules are authorized by Section 1403 of the Charter of the City of New York and Section 24-501 *et seq.* of the Administrative Code.

The text of the Rules follows.

New text is underlined; deleted material is in [brackets].

Section 1. Title 15 of the Rules of the City of New York is amended by adding a new Chapter 48, to read as follows:

Chapter 48

Green Infrastructure Grant Program.

§48-01 Purpose and Applicability.

- (a) Purpose. The Green Infrastructure Grant Program ("Program") is intended to provide funding for the design and construction of green infrastructure to manage stormwater runoff in New York City.
- (b) Applicability. The Program provides funding for the design and construction of green infrastructure practices on real property located within the five (5) boroughs of New York City, and, except as set forth in §XX-04(b), below, that is privately owned.

§48-02 Definitions.

"Applicant" means the person or entity completing, preparing and/or submitting the Program application, in some cases on behalf of the potential Grantee.

"City" means the City of New York.

"Conditional acceptance" or "conditionally accepted" refers to a Grant application that has been reviewed by the Department and accepted subject to satisfaction of additional specific requirements, and for which there has not yet been a binding commitment to award a Grant because there remain pre-conditions to be satisfied by the Applicant and/or the prospective Grantee.

"Department" means the Department of Environmental Protection, the City agency responsible for administering the Green Infrastructure Grant Program.

"Funding Agreement" means the primary contract between the City and the Grantee with respect to the Program funding.

"Grant" means a grant of funds awarded by the Department to a Grantee under the Program, which becomes effective and binding when the Funding Agreement has been fully executed and registered with the City Comptroller.

"Grantee" means the owner of the real property on which the Project will be built, including all parties having an ownership interest in the property.

"Green Infrastructure Practice" means a stormwater management installation that is designed and constructed by the Grantee to

manage stormwater runoff from the immediate impervious tributary drainage area during a rain event. This term typically refers, but is not necessarily limited, to the following: rain gardens or other bioinfiltration systems, porous paving materials, green roofs, and various subsurface retention systems.

"Private property" means real property not owned by the City or another public entity and located within the limits of the five (5) boroughs of the City of New York.

"Program" means the Department's Green Infrastructure Grant Program that facilitates the installation of Green Infrastructure Practices on private property.

"Program Guide" means the step-by-step instruction manual for prospective Grantees that describes the Project development process to be followed from conditional acceptance of the application until execution of the Funding Agreement, and how the Department will provide the funding to the Grantee for the construction of the Project. The Program Guide will be incorporated by reference into the Funding Agreement.

"Project" means the Green Infrastructure Practice(s) to be installed on the Grantee's property with funding provided by a Grant awarded by the Department.

§48-03 Eligible Grantees.

To be eligible for a Grant, Applicants must be in compliance with the following:

- (a) They are not in default on any prior grant agreement or other City contract;
- (b) They do not owe any taxes; and
- (c) There is no evidence of lack of business integrity, as determined by the Department after a review of information maintained in VENDEX or other public databases; provided that the Department will not conclude that there is a lack of business integrity without first providing the Applicant with an opportunity to update or correct the information drawn from such databases.

§48-04 Eligible Property.

- (a) Grants may be awarded for projects that will be constructed on private property, except as set forth in paragraph (b) of this section.
- (b) Grant applications involving projects on property that is either (i) owned in whole or in part by the City and occupied by the potential Grantee on a long-term basis (e.g., pursuant to a ground lease or other land use agreement) or (ii) owned by another governmental entity or public authority, will be considered by the Department on a case-by-case basis. In evaluating applications involving property leased from the City, as described in (i), the Department will consider such factors as the length of the occupancy agreement and whether or not the lease or agreement is renewable.

§48-05 Project Feasibility Requirements for Infiltration Projects and Rooftop Projects.

- (a) The proposed Project must manage at least one (1) inch of stormwater runoff from the surrounding impervious tributary drainage area, unless the Department determines that a particular Project has sufficient benefits to warrant allowing a lesser volume in a given case.
- (b) When an application for an infiltration Project is conditionally accepted, the Applicant will be required to submit the results of a geotechnical investigation, conducted in accordance with procedures set forth by the Department in the Program Guide, which confirm that the underlying soils are suitable for the Project.
- (c) Proposed rooftop Projects must be determined to be feasible by a structural analysis that has been performed by a professional structural engineer licensed by the State of New York and that concludes that the loading capacity of the roof is sufficient to support the proposed Project.

§48-06 Application Submission Requirements.

- (a) The application can be submitted through the Department's online application system, at <http://www.nyc.gov/dep/grantprogram>. To request a paper copy of the application, one can mail a request to Green Infrastructure Grant Program, Office of Green Infrastructure at 59-17 Junction Boulevard, 11th Floor, Flushing, NY 11373, and completed paper applications may be submitted to the same address.
- (b) Only one (1) tax lot may be included in an application to fund a proposed Project, unless the potential Grantee owns adjacent lots and the proposed Project would manage stormwater runoff from all of the commonly owned adjacent tax lots. In this case, one (1) application may be submitted for a Project to be constructed on

the adjacent lots in common ownership.

- (c) The Applicant must provide all information requested on the application form, including detailed information regarding Project scope, drawings, schematics, maps and plans. Proof of property ownership must be included.
- (d) All applications must include, at a minimum:
1. The Applicant's name, address, telephone number and email address;
 2. The identity of the Grantee including names address, phone number and email address;
 3. The address and location of the property, as well as borough, block and lot information;
 4. The type of Project proposed;
 5. A description of how the proposed Project will function;
 6. The professional qualifications of those designing and implementing the Project;
 7. The proposed budget for the proposed Project;
 8. Calculations of the stormwater projected to be managed by the proposed Project, derived using the calculator provided by the Department with the application;
 9. The construction timeline for the proposed Project;
 10. Information including the Project's location within the property, footprint dimensions, stormwater flow directions, and proposed materials;
 11. A record of the connection of the building or site to the sewer, if available, or the application or proposal for site connection for new construction; and
 12. A proposed maintenance plan that details maintenance tasks and activities for the useful life of the project, and a statement of how the Grantee would pay for these activities (note that maintenance costs are not eligible for Grant funding).
- (e) Relevant additional information should be included if applicable, such as:
1. At least two photos showing the existing conditions of the proposed Project area within the property as of the date of the application submission;
 2. Identification of any "co-benefits" in addition to reduced stormwater runoff;
 3. Identification of any local institutions or community groups that will be involved in the design, construction or stewardship of the proposed Project; and
 4. The proposed monitoring plan, if any.

§48-07 Selection of Projects and Appeals.

- (a) The Department will conditionally accept applications, in its discretion, based upon the criteria set forth in this section, after a complete application has been submitted, reviewed, and determined to meet the eligibility requirements as set forth in these Rules.
- (b) Applications will be evaluated based upon the following criteria:
1. Cost/benefit ratio. The stormwater management benefits of the Project should be cost effective in comparison to the Project costs.
 2. Constructability. An evaluation of the constructability of the proposed Project will be based on information submitted.
 3. Other factors. Such other factors as the quality of the application materials, a short construction timeline, the availability of matching funds or in-kind contributions, the involvement of community partners or organizations, public visibility or accessibility, the inclusion of a robust scientific monitoring plan, the ability of the proposed Project to be replicable on a wide scale, and/or the inclusion of any training or workforce development opportunities as part of a proposed Project may be considered by the Department when evaluating the Project proposal.
- (c) Prospective Grantees will be required to submit a Doing Business Data Form to the Department.
- (d) If an application is conditionally accepted, the Applicant will be notified by letter, with a copy of the Program Guide. Such Guide will also be available on the Department's website, at <http://www.nyc.gov/dep/grantprogram>. The prospective Grantee must complete an Acceptance Form and return it to the Department within two (2) weeks after receipt of the acceptance letter, confirming that the prospective Grantee is prepared to execute

the Funding Agreement and, if appropriate, a restrictive covenant or security agreement upon final acceptance of the Project design. Applicants who are not selected for a Grant will be sent a letter advising what needs to be done for a resubmitted application to be conditionally accepted, or, if it does not appear that the application will be accepted, advising of the reasons for denial.

- (e) If an application is denied in whole or on part, an appeal may be submitted as set forth in this paragraph. Such appeal may be made by the property owner sending a letter to the New York City Department of Environmental Protection, Attn: Commissioner, 59-17 Junction Boulevard, Flushing, NY 11373, c/o Bureau of Legal Affairs, within thirty (30) days after the date of the denial letter issued by the Department. Failure to submit an appeal within thirty (30) days will be deemed to be an acceptance of the Department's denial. Upon receipt of a timely letter of appeal, the Commissioner will appoint an appeal officer within the Department to review. Such appeal officer will make a report on the appeal to the Commissioner. The Commissioner or his or her designee must issue a final order within sixty (60) days after receiving the report. A copy of the final order will be sent to the appellant within ten (10) days after the date the Commissioner or his or her designee issues it.

§48-08 Funding.

- (a) Funding is provided to Grantees, or an approved assignee, on a reimbursement basis upon receipt of invoices for eligible costs previously paid. Monthly invoices may be submitted to the Department after:
1. Final designs have been accepted by the Department;
 2. The Funding Agreement has been registered pursuant to Section 328 of the City Charter; and
 3. A notice to proceed with the Project has been issued to the Grantee by the Department.
- (b) The following items are not eligible expenses and cannot be covered by the Grant:
1. Non-third party personnel costs or salaries of Grantee employees
 2. Operating costs
 3. Maintenance activities
 4. Legal expenses
- (c) The Department will disburse Grant funding in accordance with the instructions and requirements of the Department's Agency Chief Contracting Officer and the City's Office of Management and Budget.

§48-09 Grant Administration and Compliance.

- (a) Prospective Grantees will be required to execute a Funding Agreement in the form provided in the on-line application available at www.nyc.gov/dep/grantprogram after Project design is complete and has been accepted by the Department.
- (b) Grantees may be required to execute a security agreement, generally in the form of a restrictive covenant, to ensure the preservation of the Project for its useful life, which may be up to twenty (20) years.
- (c) Grantees must provide proof of the required insurance as set forth in the Funding Agreement.
- (d) After a final design has been accepted by the Department, a notice to proceed will be issued to the Grantee.
- (e) Failure to render satisfactory progress or to complete the Project to the satisfaction of the Department may be deemed an abandonment of the Project and, under the terms of the Funding Agreement, may result in the termination of further Grant funding and recoupment of funds already disbursed. Satisfactory progress includes, without limitation, executing the required Funding Agreement or the Program Guide.
- (f) Infiltration Projects must be designed and/or installed by a New York State-licensed professional. Where necessary, all final contract plans must be signed and stamped by a professional engineer, registered architect, or registered landscape architect.
- (g) Projects must comply with all local, state and federal laws and regulations.
- (h) Grant funds must not be used for political advocacy, boycotts, advertising, or litigation expenses. In addition, funds must not be used for legally mandated actions under local, state or Federal law and/or associated with administrative permit conditions or terms of settlement agreements.
- (i) Grantees must submit regular construction status reports once construction commences, until final acceptance by the

Department. Once construction of the Project is completed, Grantees are required to submit regular maintenance summaries for three (3) years.

- (j) The City has the unrestricted right to use the designs for any Projects for which Grants are awarded for any future projects or purposes at no additional cost to the City.
- (k) The City has the right to publish photographs of completed Projects. The Grantee must indicate in any statements to the press or in any materials for publication in any media of communication (print, news, television, radio, internet, etc.) that the Project was funded wholly or in part by the Department.

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

**CERTIFICATION/ANALYSIS
PURSUANT TO CHARTER SECTION 1043(d)**

RULE TITLE: Green Infrastructure Grant Program

REFERENCE NUMBER: DEP-26

RULEMAKING AGENCY: Department of Environmental Protection

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

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

/s/ Darius L. Callier
Mayor's Office of Operations

January 5, 2016
Date

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

**CERTIFICATION PURSUANT TO
CHARTER §1043(d)**

RULE TITLE: Green Infrastructure Grant Program

REFERENCE NUMBER: 2016 RG 069

RULEMAKING AGENCY: Department of Environmental Protection

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

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

/s/ STEVEN GOULDEN
Acting Corporation Counsel

Date: January 3, 2017



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HOUSING PRESERVATION AND DEVELOPMENT

■ NOTICE

Notice of Opportunity to Comment on Proposed Rules

What are we proposing? The Department of Housing Preservation and Development (HPD) is proposing to repeal Chapter 19 of Title 28 of the Rules of the City of New York titled, "Unauthorized

Occupant Policy for the Division of Property Management." This rule was identified as part of a comprehensive rules review initiative undertaken by the NYC Mayor's Office of Operations, working with the City's rulemaking agencies, the Law Department, and the Office of Management and Budget.

When and where is the hearing? HPD has determined, pursuant to New York City Charter Section 1043(e) that a public hearing on the proposed rule would serve no public purpose.

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

- **Website.** You can submit comments to HPD through the NYC rules website: <http://rules.cityofnewyork.us>.
- **Email.** You can email written comments to rules@hpd.nyc.gov.
- **Mail.** You can mail written comments to Vivian Louie at: Department of Housing Preservation and Development, 100 Gold Street, Room 7T2, New York, NY 10038.
- **Fax.** You can fax written comments to HPD, Attn: Vivian Louie at: (212) 863-7061.
- **Hearing.** HPD has determined, pursuant to New York City Charter Section 1043(e) that a public hearing on the proposed rule would serve no public purpose.

Is there a deadline to submit written comments? Comments must be submitted before the close of business on February 13, 2017.

Can I review the comments made on the proposed rules?

You can review the comments made online on the proposed rules by going to the website at <http://rules.cityofnewyork.us/>. Copies of all comments submitted online, copies of all written comments, and a summary of oral comments concerning the proposed rule will be available to the public at the Department of Housing Preservation and Development, 100 Gold Street, Office of Legal Affairs, New York, NY 10038.

What authorizes the Department of Housing Preservation and Development to make this rule? New York City Charter §§ 1043 and 1802(6)(l) authorize HPD to make this proposed rule. This proposed rule was inadvertently not included in HPD's regulatory agenda for this fiscal year.

Where can I find the Department of Housing Preservation and Development's rules? HPD's rules are located in Title 28 of the Rules of the City of New York.

What rules govern the rulemaking process? HPD must meet the requirements of New York City Charter §1043 when creating or changing rules. This notice is made according to the requirements of New York City Charter §1043.

Statement of Basis and Purpose of Proposed Rule

The unauthorized occupant policy rules for City-Owned buildings under HPD's jurisdiction in Chapter 19 were enacted to regularize the process for evaluating unauthorized tenancies. The policy expired on February 29, 1992, with a final notification process and deadline of May 31, 1992. Any determinations to be made under the policy were completed, and therefore the rules may be repealed. Currently, HPD's rules in Chapters 21, 24, and 34 apply to tenancies in City-Owned buildings under HPD's jurisdiction. For these reasons, HPD proposes to repeal Chapter 19.

This rule was identified as part of a comprehensive rules review initiative undertaken by the NYC Mayor's Office of Operations, working with the City's rulemaking agencies, the Law Department, and the Office of Management and Budget. The initiative identified rules that will be repealed or modified to reduce regulatory burdens, increase equity, support small businesses, and simplify and update content to help support public understanding and compliance.

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

Section 1. Chapter 19 of Title 28 of the Rules of the City of New York is hereby REPEALED.

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

**CERTIFICATION PURSUANT TO
CHARTER §1043(d)**

RULE TITLE: Repeal of Rules Relating to Unauthorized Occupants

REFERENCE NUMBER: 2017 RG 001

RULEMAKING AGENCY: Department of Housing Preservation and Development

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

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

/s/ STEVEN GOULDEN
Acting Corporation Counsel

Date: January 5, 2017

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

**CERTIFICATION/ANALYSIS
PURSUANT TO CHARTER SECTION 1043(d)**

RULE TITLE: Repeal of Rules Relating to Unauthorized Occupants

REFERENCE NUMBER: HPD-34

RULEMAKING AGENCY: Department of Housing Preservation and Development

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

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

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

January 5, 2016
Date

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TAXI AND LIMOUSINE COMMISSION

■ NOTICE

Notice of Promulgation of Rules

NOTICE IS HEREBY GIVEN in accordance with Section 1043(b) of the New York City Charter ("Charter") that the Taxi and Limousine Commission ("TLC") promulgates amendments to its rules regarding the Accessible Street Hail Livery ("ASHL") grant program.

These rules are promulgated pursuant to Sections 1043 and 2303 of the Charter and Section 19-503 of the Administrative Code of the City of New York.

These rules were published on November 4, 2016 for public comment in the City Record. On December 8, 2016, a public hearing on these rules was held by the TLC at its offices at 33 Beaver Street, 19th Floor, New York, NY 10004.

Statement of Basis and Purpose of Rule

These rules amend the Taxi and Limousine Commission's (TLC) current rules by modifying the grant amounts and requirements of the Accessible Street Hail Livery (ASHL) grant program.

Background

On December 23, 2011 Governor Cuomo signed into law Chapter 602 of the Laws of 2011, and on February 17, 2012, signed into law Chapter 9 of the Laws of 2012, which amended the previous statute. This legislation allows New York City to issue up to 18,000 transferable licenses to for-hire vehicles authorizing them to pick up passengers by street hail anywhere outside Manhattan (except for the airports) and in Manhattan north of West 110th Street and north of East 96th Street. A portion of these licenses have been set aside for wheelchair accessible vehicles. As provided in the legislation, the TLC will make grants totaling up to \$54 million available for SHL licensees who

plan to purchase a vehicle for use as an Accessible Street Hail Livery (ASHL).

The TLC is amending the rules regarding the ASHL grant program based on research and observations of, and feedback from, the ASHL industry during the past three years.

Rule Amendments

In order to further support accessibility and ensure the continued viability of the ASHL sector the TLC is amending the ASHL grant program. The rules provide that:

- Grant amounts will be doubled from \$15,000 to \$30,000 and will include:
 - o an initial payment of \$14,000 following vehicle Hack-up, and
 - o during the four years after Hack-up, subsequent payments of \$2,000 following each successful bi-annual vehicle inspection up to \$16,000.
- To be eligible for the subsequent payments, vehicles must:
 - o complete at least 250 Passenger trips logged on to the Street Hail Livery Technology System (LPEP) between the vehicle inspection periods, and
 - o have been logged onto the Accessible Taxi Dispatch system through the Dispatch Equipment while in operation during the period since the previous inspection.
- Grants will only be available for new vehicles.
- Grants will no longer be available for vehicles which are leased.
- The holder of an ASHL License who receives a Grant and completes the requirements of the Grant Program Agreement may apply for and be awarded an additional Grant to replace an older vehicle.
- The option to assign grant payments is eliminated.

These rule amendments are authorized by Section 2303 of the New York City Charter, Section 19-503 of the Administrative Code of the City of New York, and Chapter 602 of the Laws of 2011 and Chapter 9 of the Laws of 2012 of the New York State.

New material is underlined.

[Material inside brackets indicates deleted material.]

Section 1. Subdivisions (b) and (h) of Section 82-65 of Title 35 of the Rules of the City of New York, relating to the assignment of grants for the purchase or retrofitting of accessible vehicles, are REPEALED, subdivisions (c) through (g) are relettered as subdivisions (b) to (f), subdivision (i) is relettered as subdivision (g), and subdivision (g), as relettered, is amended to read as follows:

- (g) *Qualified Vehicle* means a Vehicle to be used as an Accessible Street Hail Livery and that meets all of the following:
 - (1) The vehicle has fewer than [30,000] 1,000 miles on the odometer.
 - (2) The vehicle is of a model year that is of the current or next [three] two most recent model years at the time the Grant Applicant applies for a Grant.
 - (3) The vehicle must be capable of being used as an Accessible Street Hail Livery and
 - (i) must have otherwise been manufactured by an original equipment manufacturer ("OEM") to be an Accessible Vehicle in a program approved in advance by the Chairperson; or
 - (ii) must have been modified following manufacture by OEM-approved second-stage manufacturer in a program approved in advance by the Chairperson; or
 - (iii) must be manufactured or modified in a way approved by the Chairperson.

§ 2. Paragraphs (1) and (2) of subdivision (d) of Section 82-67 of the Rules of the City of New York is amended to read as follows:

- (d) *Qualified Vehicle*. With the Grant application, or within 60 days of the Grant application, a Grant Applicant must present:
 - (1) Proof of purchase [or lease] by the Grant Applicant of a Qualified Vehicle in the form specified by the Chairperson, and
 - (2) if the vehicle at the time of purchase [or lease] has not been modified so that it qualifies as an Accessible Street Hail Livery, proof in the form specified by the Chairperson of [a contract for modification so] an approved vendor program letter or equivalent document approved by the Commission issued by the OEM or OEM-approved second-stage manufacturer which states that the vehicle will be, once modified, a Qualified Vehicle.

§ 3. Subdivision (a) of Section 82-68 of Title 35 of the Rules of the City of New York is amended to read as follows:

(a) *Grant Amounts.*

- (1) [New] Accessible Vehicles. The maximum Grant amount is \$[15,000] 30,000. This consists of a single payment of \$14,000 to be paid following the successful Hack-up of the Qualified Vehicle, and a maximum of eight (8) subsequent payments of \$2,000 to be paid following each successful bi-annual vehicle inspection during the four-year period after Hack-up. This amount will be approved only for Qualified Vehicles which, at the time the Grant application is submitted, meet all of the following:
 - (i) Be of the most recent model year or [immediately preceding] the next two most recent model [year] years and,
 - (ii) Have fewer than 1,000 miles on the odometer.
 - (iii) For subsequent payments to be paid to the Grantee, the Qualified Vehicle must have, between the most recent successful bi-annual vehicle inspection and the successful bi-annual inspection previous to the most recent successful bi-annual inspection:
 - A. completed at least 250 Passenger trips registered through the LPEP, and
 - B. during this period, has been logged onto the Accessible Taxi Dispatch system through the Dispatch Equipment while in operation.

- (2) [Used Accessible Vehicles. The Grant amount is \$10,000 for other Qualified Vehicles.
 - (i) No Grant will be issued to any vehicle of a model year more than 3 years older than the most recent model year,
 - (ii) No Grant will be issued to any vehicle that has more than 30,000 miles on the odometer.
- (3)] Only one Grant will be awarded for each[
 - (i) Accessible Street Hail Livery License, and
 - (ii)]Qualified Vehicle based on the Vehicle Identification Number (VIN).
 - [(iii) If a Grant Applicant presents with its application a vehicle or Accessible Street Hail Livery License for which any Grant Applicant or Grantee previously received a Grant, the application for the subsequent grant will be denied.]
- (3) An Accessible Street Hail Livery Licensee, who receives a Grant and completes all of the requirements of the Grant Program Agreement during the full term of the Grant Program Agreement, may apply for a subsequent Grant to be used to replace their current Qualified Vehicle with another Qualified Vehicle.

§ 4. Paragraph (3) of subdivision (b) of Section 82-68 of Title 35 of the Rules of the City of New York, relating to grant payment assignments, is REPEALED.

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SPECIAL MATERIALS

CITYWIDE ADMINISTRATIVE SERVICES

■ NOTICE

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 7853a
FUEL OIL AND KEROSENE**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 01/09/2017
3687331	1.0	#2DULS	CITYWIDE BY TW	SPRAGUE	-.0156 GAL.	1.8789 GAL.
3687331	2.0	#2DULS	PICK-UP	SPRAGUE	-.0156 GAL.	1.7742 GAL.
3687331	3.0	#2DULS	WINTERIZED CITYWIDE BY TW	SPRAGUE	-.0156 GAL.	2.0772 GAL.
3687331	4.0	#2DULS	WINTERIZED PICK-UP	SPRAGUE	-.0156 GAL.	1.9724 GAL.
3687331	5.0	#1DULS	CITYWIDE BY TW	SPRAGUE	.0004 GAL.	2.2771 GAL.
3687331	6.0	#1DULS	PICK-UP	SPRAGUE	.0004 GAL.	2.1723 GAL.
3687331	7.0	#2DULS	>=80% CITYWIDE BY TW	SPRAGUE	-.0156 GAL.	1.9067 GAL.
3687331	8.0	#2DULS	WINTERIZED CITYWIDE BY TW	SPRAGUE	-.0156 GAL.	2.1977 GAL.
3687331	9.0	B100	B100<=20% CITYWIDE BY TW	SPRAGUE	.0020 GAL.	3.2690 GAL.(A)
3687331	10.0	#2DULS	>=80% PICK-UP	SPRAGUE	-.0156 GAL.	1.8019 GAL.
3687331	11.0	#2DULS	WINTERIZED PICK-UP	SPRAGUE	-.0156 GAL.	2.0929 GAL.
3687331	12.0	B100	B100 <=20% PICK-UP	SPRAGUE	.0020 GAL.	3.1642 GAL.(B)
3687331	13.0	#1DULS	>=80% CITYWIDE BY TW	SPRAGUE	.0004 GAL.	2.2867 GAL.
3687331	14.0	B100	B100 <=20% CITYWIDE BY TW	SPRAGUE	.0020 GAL.	3.2779 GAL.(C)
3687331	15.0	#1DULS	>=80% PICK-UP	SPRAGUE	.0004 GAL.	2.1819 GAL.
3687331	16.0	B100	B100 <=20% PICK-UP	SPRAGUE	.0020 GAL.	3.1731 GAL.(D)
3687331	17.0	#2DULS	BARGE MTF III & ST.	SPRAGUE	-.0156 GAL.	1.8395 GAL.
3687192	1.0	JET	FLOYD BENNETT	SPRAGUE	-.0034 GAL.	2.4280 GAL.
3587289	2.0	#4B5	MANHATTAN	UNITED METRO	.0140 GAL.	1.9002 GAL.(E)
3587289	5.0	#4B5	BRONX	UNITED METRO	.0140 GAL.	1.8990 GAL.(F)
3587289	8.0	#4B5	BROOKLYN	UNITED METRO	.0140 GAL.	1.8932 GAL.(G)
3587289	11.0	#4B5	QUEENS	UNITED METRO	.0140 GAL.	1.8985 GAL.(H)
3587289	14.0	#4B5	RICHMOND	UNITED METRO	.0140 GAL.	1.9839 GAL.(I)
3687007	1.0	#2B5	MANHATTAN	SPRAGUE	-.0147 GAL.	1.8641 GAL.(J)
3687007	4.0	#2B5	BRONX	SPRAGUE	-.0147 GAL.	1.8531 GAL.(K)
3687007	7.0	#2B5	BROOKLYN	SPRAGUE	-.0147 GAL.	1.8698 GAL.(L)

3687007	10.0	#2B5	QUEENS	SPRAGUE	-0.147 GAL.	1.8660 GAL.(M)
3687007	13.0	#2B5	RICHMOND	SPRAGUE	-0.147 GAL.	2.0304 GAL.(N)
3687007	16.0	#2B10	CITY WIDE BY TW	SPRAGUE	-0.138 GAL.	2.0764 GAL.(O)
3687007	17.0	#2B20	CITY WIDE BY TW	SPRAGUE	-0.121 GAL.	2.2054 GAL.(P)

NOTE:

3687331	#2DULSB5	95% ITEM 8.0 & 5% ITEM 9.0	CITYWIDE BY TW	SPRAGUE	-0.147 GAL.	2.2512 GAL.
3687331	#2DULSB10	90% ITEM 8.0 & 10% ITEM 9.0	CITYWIDE BY TW	SPRAGUE	-0.138 GAL.	2.3048 GAL.
3687331	#2DULSB20	80% ITEM 8.0 & 20% ITEM 9.0	CITYWIDE BY TW	SPRAGUE	-0.121 GAL.	2.4119 GAL.
3687331	#2DULSB5	95% ITEM 11.0 & 5% ITEM 12.0	PICK-UP	SPRAGUE	-0.147 GAL.	2.1464 GAL.
3687331	#2DULSB10	90% ITEM 11.0 & 10% ITEM 12.0	PICK-UP	SPRAGUE	-0.138 GAL.	2.2000 GAL.
3687331	#2DULSB20	80% ITEM 11.0 & 20% ITEM 12.0	PICK-UP	SPRAGUE	-0.121 GAL.	2.3071 GAL.
3687331	#1DULSB20	80% ITEM 13.0 & 20% ITEM 14.0	CITYWIDE BY TW	SPRAGUE	.0007 GAL.	2.4849 GAL.
3687331	#1DULSB20	80% ITEM 15.0 & 20% ITEM 16.0	PICK-UP	SPRAGUE	.0007 GAL.	2.3801 GAL.

(A) - (D) CONTRACT 3687331, ITEM 9.0, 12.0, 14.0 AND 16.0 ARE CORRECTED

(E) - (I) CONTRACT 3687289, ITEM 2.0, 5.0, 8.0, 11.0 AND 14.0 ARE CORRECTED

(J) - (P) CONTRACT 3687007, ITEM 1.0, 4.0, 7.0, 10.0, 13.0, 16.0 AND 17.0 ARE CORRECTED

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 7854
FUEL OIL, PRIME AND START**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 01/09/2017
3487119	1.0	#2B5	MANHATTAN	PACIFIC ENERGY	-0.174 GAL	2.0580 GAL
3487119	79.0	#2B5	BRONX & MANH CD 10	PACIFIC ENERGY	-0.174 GAL	2.0580 GAL
3487119	157.0	#2B5	BKLYN, QUEENS, SI	PACIFIC ENERGY	-0.174 GAL	2.0580 GAL

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 7855a
FUEL OIL AND REPAIRS**

P.O. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 01/09/2017
1600060	1.0	#2B5	CITY WIDE BY TW	PACIFIC ENERGY	-0.147 GAL	1.9495 GAL.(A)
1600060	2.0	#4B5	CITY WIDE BY TW	PACIFIC ENERGY	.0140 GAL	1.9790 GAL.(B)

NOTE: CT1 857 20165461786, PO # 1600060

(A) - (B) PO# 1600060, item 1.0 and 2.0 ARE CORRECTED

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 7856
GASOLINE**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 01/09/2017
3187093	2.0	PREM UL	CITY WIDE BY TW	SPRAGUE	-0.0258 GAL	1.7743 GAL
3187093	4.0	PREM UL	PICK-UP	SPRAGUE	-0.0140 GAL	1.8940 GAL
3187093	1.0	REG UL	CITY WIDE BY TW	SPRAGUE	-0.0258 GAL	1.7093 GAL
3187093	3.0	REG UL	PICK-UP	SPRAGUE	-0.0140 GAL	1.8290 GAL
3187093	5.0	E70	CITY WIDE BY DELIVERY	SPRAGUE	-0.0364 GAL	2.1092 GAL

NOTE:

The National Oilheat Research Alliance (NORA) will resume full operations in 2015 with the fee expanding to #4 heating oil. This fee will apply to heating oil invoices only. The fee collections began January 1, 2015. All other terms and conditions of these awards remain the same. Please contact this office if you have any questions.

The Bio-Diesel Blender Tax Credit was reinstated for 2014. As of January 1, 2015, the Bio-Diesel Blender Tax Credit has been rescinded for \$1.00 per gallon on B100. Therefore, for deliveries after January 1, 2015, the contractor will be collecting additional fees which will be shown as a separate line item on the invoice. The additional fee for items will range from \$0.05 for B5 to \$0.20 for B20 per gallon, varying on the percentage of biodiesel to be used. Should the tax credit be extended, this additional fee will be discontinued and removed from the invoice.

Federal excise taxes are imposed on taxable fuels, (i.e., gasoline, kerosene, and diesel), when removed from a taxable fuel terminal. This fuel excise tax does not include Leaking Underground Storage Tank (LUST) tax. LUST tax applies to motor fuels for both diesel and gasoline invoices. Going forward, LUST Tax will appear as an additional fee at the rate of \$0.001 per gallon and will be shown as a separate line item on your invoice.

REMINDER FOR ALL AGENCIES:

Please send inspection copy of receiving report for all gasoline (E85, UL & PREM) delivered by tank wagon to OCP/Bureau of Quality Assurance (BQA), 1 Centre Street, 18th Floor, New York, NY 10007.

HOUSING PRESERVATION AND DEVELOPMENT

■ NOTICE

**REQUEST FOR COMMENT
REGARDING AN APPLICATION FOR A
CERTIFICATION OF NO HARASSMENT**

Notice Date: January 12, 2017

To: Occupants, Former Occupants, and Other Interested Parties

Property:	Address	Application #	Inquiry Period
	7 East 124 th Street, Manhattan	151/16	December 1, 2013 to Present
	330 West 89 th Street, Manhattan	163/16	December 6, 2013 to Present
	53 West 119 th Street, Manhattan	164/16	December 7, 2013 to Present
	565 Walton Avenue, Bronx	162/16	December 1, 2013 to Present
	172 Vernon Avenue, Brooklyn	166/16	December 16, 2013 to Present

Authority: SRO, Administrative Code §27-2093

Before the Department of Buildings can issue a permit for the alteration or demolition of a single room occupancy multiple dwelling, the owner must obtain a "Certification of No Harassment" from the Department of Housing Preservation and Development ("HPD") stating that there has not been harassment of the building's lawful occupants during a specified time period. Harassment is conduct by an owner that is intended to cause, or does cause, residents to leave or otherwise surrender any of their legal occupancy rights. It can include, but is not limited to, failure to provide essential services (such as heat, water, gas, or electricity), illegally locking out building residents, starting frivolous lawsuits, and using threats or physical force.

The owner of the building identified above has applied for a Certification of No Harassment. If you have any comments or evidence of harassment at this building, please notify HPD at **CONH Unit, 100 Gold Street, 6th Floor, New York, NY 10038** by letter postmarked not later than 30 days from the date of this notice or by an in-person statement made within the same period. To schedule an appointment for an in-person statement, please call (212) 863-5277 or (212) 863-8211.

j12-23

**REQUEST FOR COMMENT
REGARDING AN APPLICATION FOR A
CERTIFICATION OF NO HARASSMENT**

Notice Date: January 12, 2017

To: Occupants, Former Occupants, and Other Interested Parties

Property:	Address	Application #	Inquiry Period
	413 10 th Avenue, Manhattan a/k/a 501 West 33 rd Street	165/16	June 4, 2004 to December 9, 2016

Authority: Special Hudson Yards District, Zoning Resolution §93-90

Before the Department of Buildings can issue a permit for the alteration or demolition of a multiple dwelling in certain areas designated in the Zoning Resolution, the owner must obtain a "Certification of No Harassment" from the Department of Housing Preservation and Development ("HPD") stating that there has not been harassment of the building's lawful occupants during a specified time period. Harassment is conduct by an owner that is intended to cause, or does cause, residents to leave or otherwise surrender any of their legal occupancy rights. It can include, but is not limited to, failure to provide essential services (such as heat, water, gas, or electricity), illegally locking out building residents, starting frivolous lawsuits, and using threats or physical force.

The owner of the building identified above has applied for a Certification of No Harassment. If you have any comments or evidence of harassment at this building, please notify HPD at **CONH Unit, 100 Gold Street, 6th Floor, New York, NY 10038** by letter postmarked not later than 30 days from the date of this notice or by an in-person statement made

within the same period. To schedule an appointment for an in-person statement, please call (212) 863-5277 or (212) 863-8211.

j12-23

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: STAFF NURSES
TERM: JANUARY 21, 2010 TO JUNE 5, 2019

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Health and Hospitals Corporation on behalf of the City of New York and the New York State Nurses 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: November 23, 2016

AGREEMENT, entered into this 23 day of November 2016, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (d/b/a NYC Health + Hospitals ("NYC H+H")) (hereinafter referred to jointly as the "Employer"), and New York State Nurses Association (hereinafter referred to as the "Association"), for the period from January 21, 2010 through June 5, 2019.

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 - ASSOCIATION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Association 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, per visit, 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 Association 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 titles:

Title	Title Code Number
Assistant Head Nurse	000480
Associate Midwife (Level A)	965130
Associate Midwife (Level B)	
Associate Nurse Practitioner (Level I)	966410
Associate Nurse Practitioner (Level II)	966420
Care Manager (Registered Nurse) Level I*	509410
Care Manager (Registered Nurse) Level II*	509420
Case Management Nurse, Level I, Level II (PD)	50958
Case Management Nurse, Level I, Level II (FD)	50959
Case Management Nurse, Level I, Level II (DOC)	06240
Case Management Nurse (DOS)	09968
Head Nurse	50935, 509350
Head Nurse (DOS)	06124
Home Health Nurse (Per visit) (Level I)	001310
Home Health Nurse (Per visit) (Level II)	001320
Midwife	509120
Nurse-Midwife	50912

Nurse-Practitioner	00196, 001960
Nurse Practitioner (DOS)	06068
Sr. Case Management Nurse (DOS)	05207
Staff Nurse	50910, 09771, 509100
Staff Nurse (Department for the Aging)	05490
Staff Nurse (Per Hour) **	509110
Supervisor of Nurses	50960, 509600
Supervisor of Nurses (Level I and Level II) (HRA only)*	50960

* Specific terms and conditions of employment applicable to Supervisor of Nurses Level II (HRA), Care Manager (Registered Nurse) Level I and Level II titles are subject to further negotiation of a separate memorandum of agreement for incorporation into the collective bargaining agreement.

**This title is not covered by the City-Wide Agreement, not eligible for pension or welfare fund benefits.

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 Association shall have the exclusive right to the check-off 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 Check-off of Association Dues" and in accordance with the Mayor's Executive Order No. 99, dated May 15, 1969 as amended by Executive Order No. 107 dated December 29, 1986 entitled "Regulations Governing Procedures for Orderly Payroll Check-off of Union Dues" or any other applicable Executive Order.

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 Association 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.

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, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 (37.5 in NYC Health + Hospitals) hours for employees in the titles of Staff Nurse, Staff Nurse (Department for the Aging), Assistant Head Nurse, Head Nurse, Supervisor of Nurses, Midwife, Nurse-Midwife, Nurse-Practitioner, Associate Midwife (Level A), Associate Midwife (Level B), Associate Nurse Practitioner (Level I), and Associate Nurse Practitioner (Level II) and 35 hours for all remaining titles, except for the title Home Health Nurse (Level I and II) (Per Visit) and Staff Nurse (Per Hour). Staff Nurse (Per Hour) may not work more than 40-hours in any given week.¹

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 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

¹ Specific terms and conditions of employment applicable to Supervisor of Nurses Level II (HRA), Care Manager (Registered Nurse) Level I and Level II titles are subject to further negotiation of a separate memorandum of agreement for incorporation into the collective bargaining agreement.

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.
- 37.5 hour week basis - 1/1957.5 of the appropriate minimum basic salary.
- 40 hour week basis - 1/2088 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):

EFFECTIVE DATE:	1/21/10
TITLE	
Assistant Head Nurse	\$67,208
Associate Midwife Level A	\$77,249
Associate Midwife Level B	\$82,075
Associate Nurse Practitioner	
Level I	\$77,249
Level II	\$82,075
Case Management Nurse (DOC)	
Level I	\$65,897
Level II	\$68,378
Case Management Nurse (DOS)	\$65,897
Case Management Nurse (FD)	
Level I	\$65,897
Level II	\$68,378
Case Management Nurse (PD)	
Level I	\$65,897
Level II	\$68,378
Head Nurse	\$68,378
Head Nurse (DOS)	\$68,378
Midwife	\$72,887
Nurse Midwife	\$72,887
Nurse Practitioner	\$72,887
Nurse Practitioner (DOS)	\$72,887
Sr. Case Management Nurse (DOS)	\$68,378
Staff Nurse#	\$65,897
Staff Nurse (DFTA)#	\$65,897
Supervisor of Nurses	\$72,887
<u>Staff Nurse (Per Diem)</u>	
Day Shift	\$252
Evening Shift	\$274
Night Shift	\$278
<u>Home Health Nurse (per visit)</u>	
Level I	\$55.27
Level II	\$62.18
Training Rate	
Per Day	\$228.12
Per ½ Day	\$114.06

EFFECTIVE DATE	7/21/13	7/21/14
TITLE	Min	Min
Assistant Head Nurse	\$67,880	\$68,559
Associate Midwife Level A	\$78,021	\$78,801
Associate Midwife Level B	\$82,896	\$83,725
Associate Nurse Practitioner		
Level I	\$78,021	\$78,801
Level II	\$82,896	\$83,725
Case Management Nurse (DOC)		
Level I	\$66,556	\$67,222
Level II	\$69,062	\$69,753
Case Management Nurse (DOS)	\$66,556	\$67,222
Case Management Nurse (FD)		
Level I	\$66,556	\$67,222
Level II	\$69,062	\$69,753
Case Management Nurse (PD)		
Level I	\$66,556	\$67,222
Level II	\$69,062	\$69,753
Head Nurse	\$69,062	\$69,753
Head Nurse (Sanitation)	\$69,062	\$69,753
Midwife	\$73,616	\$74,352
Nurse Midwife	\$73,616	\$74,352
Nurse Practitioner	\$73,616	\$74,352
Nurse Practitioner (Sanitation)	\$73,616	\$74,352
Sr. Case Management Nurse (DOS)	\$69,062	\$69,753
Staff Nurse #	\$66,556	\$67,222
Staff Nurse (DFTA) #	\$66,556	\$67,222
Supervisor of Nurses	\$73,616	\$74,352
<u>Staff Nurse (Per Diem)</u>		
Day Shift	\$255	\$258
Evening Shift	\$277	\$280
Night Shift	\$281	\$284
<u>Staff Nurse (Per Hour)</u>		
Day	\$42.42	\$42.84
Evening/Night	\$44.54	\$44.99
Holiday	\$46.66	\$47.13

EFFECTIVE DATE	7/21/13	7/21/14
TITLE	Min	Min
<u>Home Health Nurse</u>		
<u>(per visit)</u>		
Level I	\$55.82 (per visit)	\$56.38 (per visit)
Level II	\$62.80 (per visit)	\$63.43 (per visit)
<u>Orientation/Training Rate</u>		
Home Health Nurse		
<u>(per visit)</u>		
Level I	\$230.40 Per Day	\$232.70 Per Day

EFFECTIVE DATE	7/21/13	7/21/13	7/21/14	7/21/14
TITLE	Min	Max	Min	Max
Level II	\$115.20	Per ½ Day	\$116.35	Per ½ Day
Care Manager, RN ## *				
Level I	\$68,397	\$89,980	\$69,081	\$90,880
Level II	\$83,982	\$107,976	\$84,822	\$109,056
Supervisor of Nurses (HRA) *				
Level I	\$73,616		\$74,352	
Level II	\$86,873	\$104,247	\$87,742	\$105,289

EFFECTIVE DATE	7/21/15	7/21/16
TITLE	Min	Min
Assistant Head Nurse	\$70,629	\$73,094
Associate Midwife Level A	\$81,181	\$84,015
Associate Midwife Level B	\$86,253	\$89,264
Associate Nurse Practitioner		
Level I	\$81,181	\$84,015
Level II	\$86,253	\$89,264
Case Management Nurse (DOC)		
Level I	\$69,252	\$71,669
Level II	\$71,860	\$74,368
Case Management Nurse (DOS)	\$69,252	\$71,669
Case Management Nurse (FD)		
Level I	\$69,252	\$71,669
Level II	\$71,860	\$74,368
Case Management Nurse (PD)		
Level I	\$69,252	\$71,669
Level II	\$71,860	\$74,368
Head Nurse	\$71,860	\$74,368
Head Nurse (Sanitation)	\$71,860	\$74,368
Midwife	\$76,597	\$79,271
Nurse Midwife	\$76,597	\$79,271
Nurse Practitioner	\$76,597	\$79,271
Nurse Practitioner (Sanitation)	\$76,597	\$79,271
Sr. Case Management Nurse (DOS)	\$71,860	\$74,368
Staff Nurse #	\$69,252	\$71,669
Staff Nurse (DFTA) #	\$69,252	\$71,669
Supervisor of Nurses	\$76,597	\$79,271

<u>Staff Nurse (Per Diem)</u>		
Day Shift	\$266	\$275
Evening Shift	\$288	\$298
Night Shift	\$293	\$303
<u>Staff Nurse (Per Hour)</u>		
Day	\$44.13	\$45.67
Evening/Night	\$46.35	\$47.97
Holiday	\$48.55	\$50.24

EFFECTIVE DATE	7/21/15		7/21/16	
TITLE	Min		Min	
Home Health Nurse (per visit)				
Level I	\$58.08	(per visit)	\$60.11	(per visit)
Level II	\$65.35	(per visit)	\$67.63	(per visit)
Orientation/Training Rate				
Home Health Nurse (per visit)				
Level I	\$239.73	Per Day	\$248.10	Per Day
Level II	\$119.86	Per ½ Day	\$124.04	Per ½ Day
EFFECTIVE DATE	7/21/15	7/21/15	7/21/16	7/21/16
TITLE	Min	Max	Min	Max
Care Manager, RN ## *				
Level I	\$71,167	\$93,625	\$73,651	\$96,893
Level II	\$87,384	\$112,349	\$90,434	\$116,270
Supervisor of Nurses (HRA) *				
Level I	\$76,597		\$79,271	
Level II	\$90,392	\$108,469	\$93,547	\$112,255
EFFECTIVE DATE	7/21/17		1/21/2018	
TITLE	Min		Min	
Assistant Head Nurse	\$74,556		\$76,420	
Associate Midwife Level A	\$85,695		\$87,837	
Associate Midwife Level B	\$91,049		\$93,325	
Associate Nurse Practitioner				
Level I	\$85,695		\$87,837	
Level II	\$91,049		\$93,325	
Case Management Nurse (DOC)				
Level I	\$73,102		\$74,930	
Level II	\$75,855		\$77,751	
Case Management Nurse (DOS)	\$73,102		\$74,930	
Case Management Nurse (FD)				
Level I	\$73,102		\$74,930	
Level II	\$75,855		\$77,751	
Case Management Nurse (PD)				
Level I	\$73,102		\$74,930	
Level II	\$75,855		\$77,751	
Head Nurse	\$75,855		\$77,751	
Head Nurse (Sanitation)	\$75,855		\$77,751	
Midwife	\$80,856		\$82,877	
Nurse Midwife	\$80,856		\$82,877	
Nurse Practitioner	\$80,856		\$82,877	
Nurse Practitioner (Sanitation)	\$80,856		\$82,877	
Sr. Case Management Nurse (DOS)	\$75,855		\$77,751	

Staff Nurse #	\$73,102		\$74,930	
Staff Nurse (DFTA) #	\$73,102		\$74,930	
Supervisor of Nurses	\$80,856		\$82,877	
<u>Staff Nurse (Per Diem)</u>				
Day Shift	\$281		\$288	
Evening Shift	\$304		\$312	
Night Shift	\$309		\$317	
<u>Staff Nurse (Per Hour)</u>				
Day	\$46.58		\$47.74	
Evening/Night	\$48.93		\$50.15	
Holiday	\$51.24		\$52.52	
EFFECTIVE DATE	7/21/17		1/21/2018	
TITLE	Min		Min	
<u>Home Health Nurse (per visit)</u>				
Level I	\$61.31	(per visit)	\$62.84	(per visit)
Level II	\$68.98	(per visit)	\$70.70	(per visit)
<u>Orientation/Training Rate</u>				
Home Health Nurse (per visit)				
Level I	\$253.06	Per Day	\$259.39	Per Day
Level II	\$126.52	Per ½ Day	\$129.68	Per ½ Day
EFFECTIVE DATE	7/21/17	7/21/17	1/21/2018	1/21/2018
TITLE	Min	Max	Min	Max
Care Manager, RN ## *				
Level I	\$75,124	\$98,831	\$77,002	\$101,302
Level II	\$92,243	\$118,595	\$94,549	\$121,560
Supervisor of Nurses (HRA) *				
Level I	\$80,856		\$82,877	
Level II	\$95,418	\$114,500	\$97,803	\$117,363
EFFECTIVE DATE		7/21/18		1/21/2019
TITLE		Min		Min
Assistant Head Nurse		\$77,918		\$80,256
Associate Midwife Level A		\$89,559		\$92,246
Associate Midwife Level B		\$95,155		\$98,010
Associate Nurse Practitioner				
Level I		\$89,559		\$92,246
Level II		\$95,155		\$98,010
Case Management Nurse (DOC)				
Level I		\$76,399		\$78,691
Level II		\$79,275		\$81,653
Case Management Nurse (DOS)		\$76,399		\$78,691
Case Management Nurse (FD)				
Level I		\$76,399		\$78,691
Level II		\$79,275		\$81,653
Case Management Nurse (PD)				
Level I		\$76,399		\$78,691

Level II	\$79,275	\$81,653
Head Nurse	\$79,275	\$81,653
Head Nurse (Sanitation)	\$79,275	\$81,653
Midwife	\$84,502	\$87,037
Nurse Midwife	\$84,502	\$87,037
Nurse Practitioner	\$84,502	\$87,037
Nurse Practitioner (Sanitation)	\$84,502	\$87,037
Sr. Case Management Nurse (DOS)	\$79,275	\$81,653
Staff Nurse #	\$76,399	\$78,691
Staff Nurse (DFTA) #	\$76,399	\$78,691
Supervisor of Nurses	\$84,502	\$87,037

Staff Nurse (Per Diem)

Day Shift	\$294	\$303
Evening Shift	\$318	\$328
Night Shift	\$323	\$333

Staff Nurse (Per Hour)

Day	\$48.68	\$50.14
Evening/Night	\$51.13	\$52.66
Holiday	\$53.55	\$55.16

EFFECTIVE DATE	7/21/18		1/21/2019	
TITLE	Min		Min	
<u>Home Health Nurse (per visit)</u>				
Level I	\$64.07	(per visit)	\$65.99	(per visit)
Level II	\$72.09	(per visit)	\$74.25	(per visit)

Orientation/Training Rate

Home Health Nurse (per visit)				
Level I	\$264.48	Per Day	\$272.41	Per Day
Level II	\$132.22	Per ½ Day	\$136.19	Per ½ Day

EFFECTIVE DATE	7/21/18	7/21/18	1/21/2019	1/21/2019
TITLE	Min	Max	Min	Max
<u>Care Manager, RN ## *</u>				
Level I	\$78,512	\$103,288	\$80,867	\$106,387
Level II	\$96,403	\$123,943	\$99,295	\$127,661
<u>Supervisor of Nurses (HRA) *</u>				
Level I	\$84,502		\$87,037	
Level II	\$99,720	\$119,664	\$102,712	\$123,254

A Staff Nurse holding a permit to practice nursing will be paid \$60 annually below the rate paid to a Staff Nurse pending receipt of a New York State license to practice as a registered professional nurse.

added to Certification No. 30-82 (as amended) Decision 3 OCB2d 31 (BOC2010), dated June 29 2010.

*Specific terms and conditions of employment applicable to Supervisor of Nurses Level II (HRA), Care Manager (Registered Nurse) Level I and Level II titles, including salaries, are subject to further negotiation of a separate memorandum of agreement for incorporation into the collective bargaining agreement.

Section 3. General Wage Increase

A. Ratification Bonus

A lump sum cash payment in the amount of \$1,000, pro-rated

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

B. General Wage Increases 2010-2012 Round

- i. The general increases, effective as indicated, shall be:
 - a. Effective July 21, 2015, Employees in the units described above shall receive a general increase of 2.00%.
 - b. Effective July 21, 2016, said Employees shall receive an additional general increase of 1.961%.
 - c. Effective July 21, 2017, said Employees shall receive an additional general increase of 2.00%.
 - d. Effective July 21, 2018, said Employees shall receive an additional general increase of 1.9605%.
 - e. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in 3(B)(i)(a), 3(B)(i)(b), 3(B)(i)(c), and 3(B)(i)(d) on the basis of computations heretofore utilized by the parties for all such Employees.
 - f. The Per Visit rate shall be increased by the same amounts as provided in Section 3(B)(i)(a) through 3(B)(i)(e).
- ii. The increases provided for in 3(B)(i) above shall be calculated as follows:
 - a. The general increase in 3(B)(i)(a) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2015.
 - b. The general increase in 3(B)(i)(b) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2016.
 - c. The general increase in 3(B)(i)(c) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2017.
 - d. The general increase in 3(B)(i)(d) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2018.
- iii. General wage increases to be applied to salary consistent with the terms of this agreement and past practice – that is, applied to an individual's base and his/her experience/longevity based upon what he or she currently receives. Wage increases are not applied to the experience/longevity schedule.

iv. Structured Retiree Claims Fund 2010-2012 Round

All employees who have retired between January 21, 2010 through July 31, 2014 shall receive a lump sum payment concerning wage increases arising out of the 2010-2012 round of bargaining for all relevant earnings up to the date of retirement from the Structured Retiree Claims Settlement Fund provided for in Section 4 of the June 19, 2014 NYSNA Memorandum of Agreement, in a total amount not to exceed \$16.3 million.

v. Lump Sum Payments Stemming from the 2010 – 2012 Round

The schedule for actives for those continuously employed as of the date of payout:

12/21/15	-----	12.50%	(1/8 of the balance as of this date)
12/21/17	-----	12.50%	(1/7 of the balance as of this date)
12/21/18	-----	25.00%	(1/3 of the balance as of this date)
12/21/19	-----	25.00%	(1/2 of the balance as of this date)
12/21/20	-----	25.00%	(representing the remainder of the balance)

All employees who retire after July 31, 2014 shall receive lump sum payments based on the same schedule as actives as set forth above.

C. General Wage Increases 2012-2019 Round

- i. The general increases, effective as indicated, shall be:
 - a. Effective July 21, 2013, Employees in the units described above shall receive a general increase of 1.00%.
 - b. Effective July 21, 2014, said Employees shall receive an additional general increase of 1.00%.
 - c. Effective July 21, 2015, said Employees shall receive an additional general increase of 1.00%.
 - d. Effective July 21, 2016, said Employees shall receive an additional general increase of 1.50%.

- e. Effective January 21, 2018, said Employees shall receive an additional general increase of 2.50%.
- f. Effective January 21, 2019, said Employees shall receive an additional general increase of 3.0%.
- g. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in 3(C)(i)(a), 3(C)(i)(b), 3(C)(i)(c), 3(C)(i)(d), 3(C)(i)(e), and 3(C)(i)(f) on the basis of computations heretofore utilized by the parties for all such Employees.
- h. The Per Visit rate shall be increased by the same amounts as provided in Section 3(C)(i)(a) through 3(C)(i)(g).
- ii. The increases provided for in 3(C)(i) above shall be calculated as follows:
 - a. The general increase in 3(C)(i)(a) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2013.
 - b. The general increase in 3(C)(i)(b) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2014.
 - c. The general increase in 3(C)(i)(c) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2015.
 - d. The general increase in 3(C)(i)(d) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect July 20, 2016.
 - e. The general increase in 3(C)(i)(e) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect January 20, 2018.
 - f. The general increase in 3(C)(i)(f) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect January 20, 2019.
- iii. General wage increases to be applied to salary consistent with the terms of this agreement and past practice – that is, applied to an individual's base and his/her experience/longevity based upon what he or she currently receives. Wage increases are not applied to the experience/longevity schedule.
- iv. The general increases shall not be applied to the “additions to gross”.

D. Care Managers and Staff Nurse (per hour)

All general wage increases, lump sum and distributions pursuant to Section 3(B) and Section 3(C), shall be applicable to Care Managers except for those Care Managers who have already received the 4% increases as referenced in NYC H+H Personnel Order 09/04 consistent with the terms of the June 19, 2014 NYSNA Memorandum of Agreement.

All general wage increases and lump sums pursuant to Section 3(B) and Section 3(C) shall be applicable to Staff Nurse (Per Hour) consistent with the terms of the June 19, 2014 NYSNA Memorandum of Agreement.

Section 4. Parity Provision

- a. Effective July 1, 2006, each January 1 the salary rates in effect December 31 for the classes of positions included in this Agreement, and any other salary rates subsequently in effect as a result of the application of this provision, shall be adjusted by the addition thereto of the amount of the difference, if any, by which the average basic entrance salary of Staff Nurse in the hospitals listed below shall exceed by \$1,000 per annum or more the basic entrance salary of Staff Nurse (Title Code No. 50910, 509100) employed by the City of New York or by the NYC Health + Hospitals in effect for the twelve month period commencing with each date listed above. This section 4(a) is suspended for the term of this agreement.
- b. The January 1 salaries shall be determined by examining the salaries in the hospitals listed below on the preceding November 30 that are the then current salaries or the salaries that will be effective on January 1, if known on the preceding November 30, in those hospitals. Adjustments made pursuant to Section 4(a) shall be effective on the succeeding January 1. This Section 4(b) is suspended during the term of this agreement.

The hospitals whose salaries shall be used for parity calculations pursuant to Article III, Section 4 of this Agreement are as follows:

HOSPITALS

- Columbia Presbyterian Hospital
- New York Hospital

- Mount Sinai Hospital
- St. Vincent's Hospital and Medical Center
- Montefiore Medical Center
- St. Luke's Roosevelt Hospital Center
- Interfaith Medical Center of Brooklyn
- Lenox Hill Hospital
- New York University Medical Center
- Beth Israel Medical Center
- Mary Immaculate Hospital
- Maimonides Medical Center
- New York Hospital Medical Center of Queens
- Terence Cardinal Cooke Health Care Center

- c. Section 4 is suspended for the term of this agreement.

Section 5. Experience/Longevity Pay

- a. Effective January 1, 2008, experience/longevity pay shall be paid to employees on January 1st of each year after one (1) through twenty-two (22) years of experience, based on the total number of years of NYC H+H/Mayoralty service in any NYSNA represented title. The rates determined are set forth in Appendix A of this agreement.

Effective July 21, 2014, an additional experience/longevity step after 30 years shall be added to the schedule in an additional amount of \$500 over the step 22 amount.

- b. Effective January 1, 2008, employees at NYC Health + Hospitals with experience as a registered professional nurse with an employer other than the NYC Health + Hospitals or a Mayoral agency shall receive a maximum of ten (10) years of prior experience in placing an employee on the appropriate step of the experience/longevity schedule.

Effective January 1, 2008 employees in Mayoral agencies with experience as a registered professional nurse with an employer other than the NYC Health + Hospitals or a Mayoral agency shall continue to receive a maximum of five (5) years of prior experience in placing an employee on the appropriate step of the experience/longevity schedule.

Effective July 21, 2014, employees at a Mayoral agency will receive a maximum of ten (10) years of prior experience in placing an employee on the appropriate step of the experience/longevity schedule.

Such prior experience shall only be credited if an employee is hired into the same or equivalent title in the NYC Health + Hospitals/Mayoral agency as the employee held with the non-NYC Health + Hospitals/Mayoral employer. Such credited experience shall be effective as of the employees' date of hire with the NYC Health + Hospitals/Mayoral agency.

- c. Effective July 21, 2014, each Mayoral agency will credit all incumbent employees who did not receive full credit for their prior experience due to the prior five year cap, with up to 5 years additional credit for outside experience to a maximum of 22 years, consistent with the provisions of Section 5(b) above,

Section 6. Evening and Night Shift Differential

- a. Effective July 1, 2006, an annual differential in the amounts listed below shall be provided to employees in the following listed titles who are assigned to the evening or night shift:

- Assistant Head Nurse
- Associate Midwife (Level A)
- Associate Midwife (Level B)
- Associate Nurse Practitioner (Level I)
- Associate Nurse Practitioner (Level II)
- Head Nurse, Head Nurse (DOS)
- Midwife
- Nurse-Midwife
- Nurse-Practitioner
- Nurse Practitioner (DOS)
- Staff Nurse
- Staff Nurse (Level I) (HRA)
- Staff Nurse (Department for the Aging)
- Supervisor of Nurses

- b. An annual differential of \$4,654 shall be provided to employees who are assigned to the evening shift.
- c. An annual differential of \$5,689 shall be provided to employees who are assigned to the night shift.
- d. Evening and night shift differentials shall be paid during authorized paid time off to persons so assigned.
- e. Employees in the following listed titles are excluded from the provisions of this Section 6 and shall receive a night shift differential in accordance with Article XVII, Section 4 (b) of this Agreement:

- Case Management Nurse Level I, Level II (DOC)
- Case Management Nurse (DOS)
- Case Management Nurse Level I, Level II (FD)

Case Management Nurse Level I, Level II (PD)
Senior Case Management Nurse (DOS)

* Specific terms and conditions of employment applicable to Supervisor of Nurses Level II (HRA), Care Manager (Registered Nurse) Level I and Level II titles are subject to further negotiation of a separate memorandum of agreement for incorporation into the collective bargaining agreement.

Section 7.

The Association agrees that the City and the NYC Health + Hospitals has the entitlement to institute an additional increase in the compensation for new and recent hires based upon an inability to retain and recruit Registered Nurses.

Section 8.

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 9.

An employee covered by this Agreement who is appointed, with no break in service, to a higher title also covered by this Agreement, shall be placed on the schedule for the newly-appointed title at the same experience level as the employee had in the prior title.

Section 10. Differentials

a. Department of Correction

An annual differential of \$1100 shall continue to be provided for each employee engaged in direct patient care on a continuing basis in a Department of Correction prison facility.

b. Education

An annual differential shall continue to be provided for each employee who possesses an appropriate degree in nursing or an allied health field from an accredited College or University, as follows:

Baccalaureate	-	\$900
Masters	-	\$1200

c. Responsibility

Effective January 21, 2010 a differential of \$3.00 per tour shall continue to be provided for each Staff Nurse who is assigned or exercised responsibility on an evening or night shift for one or more Staff Nurse(s), or for two or more units.

Effective July 21, 2014 a differential of \$1.00 per hour shall be provided for each Staff Nurse, who is assigned or exercised responsibility on an evening or night shift for one or more Staff Nurse(s), or for two or more units.

d. Differential for Working in a Higher Title

Any Nurse in a title covered by the agreement who is acting in a higher title pursuant to written authorization, shall receive a differential equal to the difference between the rate of pay for that individual and the greater of either the starting salary of the higher title or the annual amount stated below pro-rated for the period of time applicable. Such differential is to be paid commencing the 31st day of such assignment, and payment shall be made within sixty days of entitlement.

Assistant Head Nurse	\$450
Head Nurse	\$550
Supervisor of Nurses	\$700
Midwife	\$700
Nurse Midwife	\$700
Nurse Practitioner	\$700
Associate Nurse Practitioner	\$700

e. Certification

Effective December 1, 2007 an annual differential of \$1,378 shall be provided for each employee who possesses an appropriate certification. Employees holding a nationally recognized certification in the field or area of specialization for which they are employed shall be paid the differential. Employees must maintain certification and submit appropriate documentation in order to continue receiving the differential. Failure to maintain certification will cause the employee to lose this differential. An employee is entitled to receive only one (1) certification differential at any time.

f. Application of Differentials

The differentials provided in this Section 10 shall not be a part of the basic salary or considered in computation of a maximum salary of any employee.

Section 11. Tuition and Continuing Education Fund (the "TCE Fund")

Effective through July 20, 2014, reimbursement for tuition shall be granted upon satisfactory completion of courses or workshops approved by the executive director of the institution, or the agency head of a mayoral department, for nursing and related credit, in a sum not to exceed the annual amount of \$2,000.

Effective July 21, 2014 and continuing thereafter, pursuant to the provisions of Section 11 of the June 19, 2014 Memorandum of Agreement and a separate Agreement between the City of New York, the NYC Health + Hospitals and the New York State Nurses Association, .75% of the gross payroll annually shall be paid into the TCE fund.

Section 12. Child Care and Elder Care Funds (the "CCEC Fund")

Effective July 21, 2014 and continuing thereafter, pursuant to the provisions of Section 10 of the June 19, 2014 Memorandum of Agreement and a separate Agreement between the City of New York, the NYC Health + Hospitals and the New York State Nurses Association, .50% of the gross payroll annually shall be paid into the CCEC fund.

ARTICLE IV - WELFARE FUND

Section 1.

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

Section 2.

The 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

Section 1.

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Association. 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 utilize their best efforts to achieve the highest levels of productivity and performance in the delivery of professional nursing care and treatment of patients.

Section 2. 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.

Section 3. Supervisory Responsibility

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 clinical standards and 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.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1.

D E F I N I T I O N: The term "Grievance" shall mean:

- (A) A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;
- (B) A claimed violation, misinterpretation or misapplication of the rules and regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided disputes involving the Rules and Regulations of the New York City Civil Service Commission or the Rules and Regulations of the NYC Health + Hospitals with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- (C) A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- (D) A claimed wrongful disciplinary action taken against an employee.

Section 2.

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 the alleged out-of-title work. This limitation shall not apply to a violation of Article III, Section 10 D, "Differential for Working in a Higher Title."

The Grievance Procedure, except for paragraph (D) of Section 1, shall be as follows:

Step I. The Employee and/or the Association shall present the grievance verbally or 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 reply in writing by the end of the third working day following the date of submission.*

* N.B. In the case of grievance in the NYC Health + Hospitals arising under paragraphs (A) through (C) of Section 1 of this Article, the following STEP I(a) shall apply prior to Step II of this Section:

Step I(a) An appeal from an unsatisfactory determination at Step I, or Step I(a) where applicable, shall be presented in writing to the agency head or his designated representative who shall not be the same person designated in Step I. The appeal must be made within five (5) working days of the receipt of the Step I determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the employee and/or the Association for review of the grievance and shall issue a written reply to the employee and/or the Association by the end of the fifth (5th) work day following the day on which the appeal was filed.

Step II. An appeal from an unsatisfactory determination at Step I, or Step I(a) where applicable, shall be presented in writing to the agency head or his designated representative who shall not be the same person designated in Step I. The appeal must be made within five (5) working days of the receipt of the Step I or Step I(A) determination. The agency head or his designated representative, if any, shall meet with the employee and/or the Association for review of the grievance and shall issue a determination in writing by the end of the tenth (10th) 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 Association to the Commissioner of Labor Relations, in writing within ten (10) working days of the receipt of the Step II determination. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations, or his designee, shall review all appeals from Step II determinations and shall answer such appeals within ten (10) working 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 Association to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working 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 therefore 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 accord with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Association and the Employer. The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

Section 3.

As a condition to the right of the Association to invoke impartial arbitration set forth in this Article, the employee or employees and the Association 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 or employees and the Association to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

Any grievance of a general nature affecting a large number of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this agreement shall be filed at the option of the Association at Step III of the Grievance Procedure, without resort to previous steps, except that a grievance concerning employees of the NYC Health + Hospitals shall be filed directly at Step II of the Grievance Procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

Grievances relating to a claimed wrongful disciplinary action taken against an employee shall be subject to and governed by the following special procedure:

The provisions contained in this section shall not apply to the following category of employees covered by this contract:

- a. Effective July 1, 2006, full-time employees with less than twelve (12) months of service unless a longer period is agreed by the Association.
- b. Employees covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the NYC Health + Hospitals.
- c. Employees paid on a per visit basis.

Effective July 1, 2006, any per diem employee who works at least half-time per week and has performed such per diem work at least twelve (12) months shall be entitled to utilize the contractual grievance procedure (including disciplinary matters) up to and including Step III.

Step I. Following the service of written charges upon an employee, with a copy to be sent to the Association's New York City office, a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The employee may be represented at such conference by a representative of the Association. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

Step II. If the employee is dissatisfied with the decision in Step I above, she/he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be

treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.

Section 9.

A non-Mayoral agency not covered by this agreement but which employs employees in titles identical to those certified to be covered by this contract may elect to permit the Association 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 Association shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) working days of the receipt of the last step determination. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations, or his designee, shall review all such appeals and answer all such appeals within ten (10) working 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 10.

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

Section 11. Expedited Arbitration Procedure.

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

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 11 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) 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 - WORK SCHEDULES

The City of New York and the NYC Health + Hospitals shall post a schedule of each employee's work assignments not less than two (2) weeks in advance of the start of each work cycle. Except when prevented by circumstances beyond its control, or when accommodating the particular employee affected, any change in work schedule within the month shall be posted not less than 48 hours in advance of the scheduled date of change. A copy of such change shall be given to the employee affected.

ARTICLE VIII - REASSIGNMENTS

All routine, non-emergency changes of assignments of an involuntary nature will be given to the employee in writing two weeks in advance and shall state the duration of the assignments, if known. In the NYC Health + Hospitals, if the reassignment involves a change of tour, the employee will be given four (4) weeks written notice. The Mayoral Agencies will make their best efforts to give more than two (2) weeks written notice of reassignments involving a change of tour; such notice will not be made in an arbitrary or capricious manner.

ARTICLE IX - SENIORITY

The Employer will furnish annually to the Association seniority lists by facility and will correct such lists from time to time as may be necessary. Such lists shall reflect each employee's date of original appointment and length of service in the employee's current title. The list will conclusively establish an employee's seniority in the facility unless the employee protests it, in writing, within thirty (30) days from the time it is furnished or, if the employee is on absence leave or vacation or otherwise unable to so protest it within such time, within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

ARTICLE X - FACILITY-BASED AND NYC H+H-WIDE NURSING PRACTICE COUNCILS

Section 1.

The City of New York and NYC Health + Hospitals recognize that employees covered by this Agreement have a unique contribution to make towards maintaining and improving professional nursing care. Therefore, procedures should be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in the decision making process within each institution.

The City of New York and NYC Health + Hospitals recognize the importance of Registered Professional Nurses adhering to the scope of the Nurse Practice Act and the standards of the profession.

Section 2.

A facility-based Nursing Practice Council ("NPC") shall be maintained at each NYC Health +Hospitals institution and Mayoral agency that employs nurses represented by the Association to consider the problems of nursing practice and to make recommendations on such matters. The NPC should be comprised of an equal number of members of nursing management and of the Association. Association members should consist of one from each clinical service/specialty with a cross section of titles currently utilized in the respective facility or agency. Members of nursing management serving on the NPC should be composed of representatives from the services within the facility or agency. The NPC shall select co-chairs (one selected by management members, and one selected by the association members) who shall serve for 12 months (and may be re-appointed by NYC H +H, Mayoral Agencies or NYSNA, respectively). A quorum shall consist of a majority of the respective association and management membership of the committee. NYC H +H, Mayoral Agencies, and NYSNA may replace members of the committee upon reasonable notice to the other party and the co-chairs, provided such replacement is not intended to prevent the committee from reaching consensus or solely to reverse an existing consensus. The NPC shall meet on a monthly basis on a schedule established by the committee. The discussions of the NPC should be professional and collaborative in nature, striving to address issues regarding nursing practice; nurse recruitment, engagement, satisfaction and retention; cultural sensitivity and culturally competent care; nurse-sensitive indicators of performance; patient satisfaction; patient safety; and patient outcomes in a mutually respectful manner. Both parties agree to align their activities to

support mutually agreed upon recommendations. Each NPC shall utilize evidence provided by the collection and analysis of data as the basis for decision-making.

Section 2 A.

1. NYC H+H and NYSNA are committed to taking a coordinated, cooperative approach to improving patient satisfaction, patient outcomes, nurse satisfaction in all services and departments; and improving community health.
2. NYC H+H and NYSNA are committed to continuing to offer excellent care services and maintaining and improving NYC H+H's reputation and public image as a provider of choice in the community.
3. The parties will ensure that a NPC is fully functioning at each facility;
4. The focus of each NPC will be innovative, collaborative, and evidence-based initiatives to:
 - a. Promote nurses' job satisfaction by directly involving them in decisions that affect nursing practice.
 - b. Foster a collaborative atmosphere that supports a culture of safety, which in turn results in better patient outcomes and greater job enjoyment and satisfaction.
 - c. Encourage the professional development of nurses.
 - d. Improve the quality of care and safety of patients.
 - e. Improve the patient experience, as evidenced by survey results.
 - f. Identify ways to provide culturally sensitive, culturally competent care.
 - g. Analyze the allocation of resources to maximize care, capacity, and patient care needs.
 - h. Such other issues and/or areas of concern that are mutually identified and agreed to by the NPC.
5. The parties shall establish a NYC H+H-wide NPC that will
 - a. Consist of an equal number of labor and management representatives;
 - b. Ensure that each facility is adequately represented on the steering committee;
 - c. Establish a joint mission, ground rules, and meeting schedule based on collaboration and consensus-based decision-making.
6. The NYC H+H-wide NPC shall act as a steering committee, guiding, coordinating and supporting the activities of the facility-based NPCs to ensure consistency across NYC H+H. The Steering Committee shall determine the implementation timeline for expanding current activities.
7. The NYC H+H-wide NPC shall establish common data collection practices for facility-based NPC, and common targets for nurse-sensitive indicators of performance, and assist the facility-based committees to develop strategies to achieve the targets.
8. The NYC H+H-wide NPC shall utilize evidence provided by the collection and analysis of data as the basis of decision-making.
9. To support the work of the NYC H+H-wide NPC and the facility-based NPCs, NYC H+H and NYSNA shall jointly fund and select, through grants or other available means an individual or organization with experience in fostering collaborative efforts by labor and management. The role of this person or organization will be to assist the parties in fostering a productive and cooperative approach to solving problems and working together effectively to implement the goals of the NYC H+H-wide NPC and facility-based NPCs.
10. The parties may agree to enlist the assistance of experts in the assessment of evidence-based best practices.
11. The parties will explore the expansion of the NYC H+H-wide NPC to include other direct patient care and support service providers.
12. The NYC H+H-wide NPC and the facility-based NPCs shall not modify the collective bargaining agreement.
13. The NYC H+H-wide NPC and the facility-based NPCs shall operate by and act on consensus only. The failure to reach a consensus shall not be the basis for a grievance or any other action.
14. The parties will periodically monitor the effectiveness of this Program.

15. All requests for information solely in connection with the activities of the NPC will be resolved through the NPC process.
16. Information provided in connection with this provision will only be used by the NPC for the purposes established herein.

Section 3.

The Corporation/City of New York shall work towards the elimination of non-nursing functions where performed by Registered Professional Nurses. The Nursing Practice Council in each facility shall consider steps to be taken by the facility to relieve Registered Professional Nurses of tasks and responsibilities which in the judgment of the Nursing Practice Council constitute non-nursing functions, subject to the Rules and Regulations of the NYC H+H and the City of New York. Recommendations of the Council shall be made in writing to the institutional Director of Nursing and to the Executive Director or Program Director who shall consider the recommendations and who will respond, in writing, within twenty (20) working days.

NYC Health +Hospital:

The decision of the Chief Executive Officer may be appealed by the Association in writing, within fifteen (15) working days after issuance, to a NYC H+H Central Office Appeal Committee composed of the Senior Associate Vice President, Human Resources; the Chief Financial Officer; the Chief Medical Officer; the Assistant Vice President - Corporate Nursing; an Executive Director; and a Director of Nursing from an NYC H+H facility; or their designee. The committee will meet at least monthly to hear and consider appeals of a Chief Executive Officer's decision on non-nursing functions. The written appeal filed by the Association shall include information submitted to the Nursing Practice Council, the recommendation of the Nursing Practice Council the decision of the Chief Executive Director, other information the Association believes is relevant to the appeal and a statement explaining why the Association disagrees with the decision of the Chief Executive Director on the recommendation of the Nursing Practice Council. The Appeal Committee shall issue a written response within forty-five (45) working days of the date the Appeal Committee heard the appeal.

Matters presented to the Central Office Appeal Committee shall not be subject to the grievance procedure and arbitration nor appeal to the Personnel Review Board, and the decision of the Appeal Committee shall be final and binding:

MAYORAL AGENCY:

The decision of the Program Director may be appealed by the Association in writing within fifteen working days after issuance of the Commissioner of the Office of Labor Relations. The written appeal filed by the Association shall include information submitted to the Nursing Practice Council, the recommendation of the Nursing Practice Council, the decision of the Program Director, other information the Association believes is relevant to the appeal and a statement explaining why the Association disagrees with the decision of the Program Director on the recommendation of the Nursing Practice Council. The Commissioner of the Office of Labor Relations or his designee shall issue a written response within forty-five (45) working days of the date the Office of Labor Relations heard the appeal.

Matters presented to the Office of Labor Relations shall not be subject to the grievance procedure nor arbitration, and the decision of the Office of Labor Relations shall be final and binding.

ARTICLE XI - PATIENT CLASSIFICATION SYSTEMS

The New York City Health + Hospitals is utilizing a standardized automated system to track staffing and scheduling for all clinical services in a standardized manner and will continue developing appropriate staffing standards and patterns pertinent to the delivery of quality nursing care and responsive to patient acuity and complexity.

Consistent with such standards, consideration will be given to: Reallocation of fiscal and/or human resources within an institution; intensification of recruitment efforts; and, in situations of greatest urgency, in collaboration with the Nursing Practice Council (NPC), consolidation of services and control of admissions.

The parties agree to continue to work collaboratively, at the corporate and facility level to facilitate the timely implementation of the above provisions.

ARTICLE XII - ORIENTATION AND IN-SERVICE EDUCATION

The Nursing Orientation and In-Service Education Program(s) at each facility shall be in conformance with the JCAHO standards. Any dispute concerning this paragraph shall be submitted to the Education and Staff Development Committee as provided by Article XIII of the Agreement and shall not be subject to the Grievance Procedure.

Effective 7/21/14, the employer will make available to its employees in each Mayoral Agency the NYC H+H programs of in-service education and continuing education consistent with and

equivalent to the terms and conditions provided to NYC H+H employees.

ARTICLE XIII - EDUCATION AND STAFF DEVELOPMENT COMMITTEE

A Committee shall continue to recommend guidelines with respect to eligibility for tuition reimbursement, education leave and staff development. The Committee shall be comprised of an equal number of representatives from the New York State Nurses Association and the NYC Health + Hospitals, but not to exceed five (5) in number from each side. The Committee will meet on a bi-monthly basis on a schedule established by the Committee. Though the Committee shall be apprised of all current grievances relating to tuition reimbursement, et al., no action of the Committee will affect the progression of grievances under the contract. The Committee functions set forth herein may be combined with the functions of the Advisory Committee for the NYSNA funds established pursuant to Article III, Sections 11 and 12.

ARTICLE XIV - BULLETIN BOARDS: EMPLOYER FACILITIES

The Association may post notices on bulletin boards in places and locations where notices usually are posted by the employer for the employees to read. The City of New York and the NYC Health + Hospitals will provide one (1) such bulletin board in every building where Registered Professional Nurses are employed. Upon request to the responsible official in charge of a work location, the Association may use the employer premises for meetings during employees' lunch hours subject to availability of appropriate space and provided such meetings do not interfere with employer business. Notices to be on Association's stationery and letterhead.

ARTICLE XV - LOCKER ROOMS

The NYC Health + Hospitals Director for Personnel and Labor Relations and the Commissioner of Labor Relations for each affected mayoral agency shall issue a memorandum, within 30 days of the Financial Control Board's approval of the Contract, to the institution's Chief Executive Officer requesting the preparation of a report within 60 days from issuance date of the memorandum. The report shall include evaluation of locker room availability and security, and the submission of plans for improvements (including projected timetables) where indicated and feasible. A copy of report(s) shall be given to the Association.

ARTICLE XVI - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Association 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 XVII - CITYWIDE ISSUES

Section 1.

Except as provided in Section 2 through Section 4 of this Article XVII, 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.

Section 2.

- a. Pursuant to Article V, Section 23 of the 1985-87 Citywide Agreement or its successor as modified by a Supplemental Agreement dated September 5, 1985, the parties agree that it is impracticable to recruit for the titles covered by this Agreement and the City has applied for and received a variation of the provisions contained in that Citywide Agreement as they relate to annual leave allowances for employees hired on or after July 1, 1985 and has also applied for and received a variation of the list and number of holidays.
- b. The employees covered by this Agreement shall continue to receive annual leave allowances in accordance with Article V, Section 1a of the 1980-82 Citywide Agreement as modified by the Supplemental Agreement dated September 5, 1985 and shall not be subject to the modification of Article V, Section 9 of the 1980-82 Citywide Agreement set forth in paragraph "Second" of the Supplemental Agreement dated September 5, 1985.
- c. The following annual leave schedules shall apply to all employees hired by the Employer on or before June 30, 2006:

Beginning the first year:	20 days
Beginning the 8 th year:	25 days
Beginning the 15 th year:	27 days

- d. The following annual leave schedules shall apply to all employees hired by the Employer on or after July 1, 2006:

Beginning the first year:	18 days
---------------------------	---------

Beginning the third year:	20 days
Beginning the 8 th year:	25 days

- e. Employees hired on or after July 1, 2006 shall not be entitled to use accrued annual leave for the first 6 months of employment, nor shall they be entitled to payment for accrued annual leave upon termination of employment before completing 6 months of employment.

Section 3. Holidays

- a. Effective July 1, 2006, Employees shall receive the following listed eight (8) paid holidays per year:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- b. Effective July 1, 2006, Employees shall receive three (3) paid personal leave days per Calendar Year, to be used consistent with the rules governing annual leave, and treated separately from annual leave accrual. Employees may designate Martin Luther King Day as one of the personal leave days.

Section 4. Night Shift Differential

- a. Employees in the following listed titles shall continue to receive a Night Shift Differential as provided in Article III, Section 6 of this Agreement:

Staff Nurse
 Staff Nurse (Department for the Aging)
 Assistant Head Nurse
 Head Nurse
 Head Nurse (DOS)
 Supervisor of Nurses
 Supervisor of Nurses Level I (HRA)
 Midwife
 Nurse-Midwife
 Nurse-Practitioner
 Associate Midwife (Level A)
 Associate Midwife (Level B)
 Associate Nurse Practitioner (Level I)
 Associate Nurse Practitioner (Level II)

- b. Employees in the following listed titles shall continue to receive a Night Shift Differential in accordance with Article III, Section 1 of the 1995-2001 Citywide Agreement:

Case Management Nurse, Level I, Level II (PD)
 Case Management Nurse, Level I, Level II (FD)
 Case Management Nurse, Level I, Level II (DOC)
 Case Management Nurse (DOS)
 Sr. Case Management Nurse (DOS)

ARTICLE XVIII - ASSOCIATION ACTIVITIES

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

ARTICLE XIX - OFFICE SPACE

The NYC Health + Hospitals Director for Personnel and Labor Relations shall issue a memorandum requesting that each Chief Executive Officer determine if space is available to be used by the NYSNA for the conduct of Association business within each facility.

The Commissioner of Labor Relations for the affected Mayoral agencies shall request that such space availability be determined by the agency.

ARTICLE XX - LABOR MANAGEMENT COMMITTEE

Section 1.

The Employer and the Association, 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.

Section 2.

Each labor-management committee shall consider and recommend to the agency head, utilization of professional nursing personnel, problems of nursing education, patient care, involuntary overtime, shift rotation, involuntary frequent assignment rotation (floating) and 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 Association may, through its members on the committee, designate a consultant to attend a particular meeting. The agency shall have the same right. The Association 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 chairman from among its members at each meeting. The chairmanship of each committee shall alternate between the members designated by the agency head and the members designated by the Association. 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 Association members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting, the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XXI - 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 XXII - 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 XXIII - 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 XXIV - CONTRACTING-OUT CLAUSE

The use of supplemental nursing services by the NYC Health + Hospitals facilities shall be in conformance with applicable Corporation Operating Procedures (including Operating Procedure 130-1).

WHEREFORE, we have hereunto set our hands and seals this 23 day of Nov., 2016

CITY OF NEW YORK AND RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN NEW YORK STATE NURSES ASSOCIATION

BY: ROBERT W. LINN Commissioner of Labor Relations BY: JILL FURILLO Executive Director

NEW YORK CITY HEALTH + HOSPITALS

BY: SALVATORE J. RUSSO Senior Vice President & General Counsel

APPROVED AS TO FORM

BY: ERIC EICHENHOLTZ Acting Corporation Counsel

SUBMITTED TO THE FINANCIAL CONTROL BOARD

DATE:

UNIT: STAFF NURSES TERM: January 21, 2010 to June 5, 2019

APPENDIX A (1)

Experience/Longevity Schedule

Table with 2 columns: TITLE CODE, TITLE. Rows include 000480 Assistant Head Nurse, 06240 Case Management Nurse (DOC) Level I, 09968 Case Management Nurse (DOS), 50959 Case Management Nurse (FD) Level I.

Table with 5 columns: Case Management Nurse (PD) Level I, Staff Nurse, Staff Nurse Level I, Staff Nurse (Department for the Aging), 1/21/10, Total, 7/21/14, Total. Rows list years from After 1 Year to After 30 Years with corresponding pay amounts.

NOTE: The Experience/Longevity Pay shall be paid each year after one (1) through twenty-two (22) years of experience. Placement on the schedule is based on total number of years of Mayoralty/NYC H+H service in any NYSNA-represented title. Effective January 1, 2008, in NYC H+H, up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. In Mayoral Agencies up to 5 years of experience as an RN with a non-Mayoral/NYC H+H employer shall continue to be credited based on outside experience. Effective July 21, 2014, in Mayoral Agencies up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. However, outside experience credit is granted only if an employee is hired into the same title held in his/her prior position. For the purpose of evaluating the outside experience of the Case Management Nurse Level 1 and Case Management Nurse (DOS) titles, time as a Staff Nurse will count. For the purpose of evaluating the outside experience of the Case Management Nurse Level 2 and Senior Case Management Nurse (DOS) titles, time as a Head Nurse will count.

APPENDIX A (2)

Experience/Longevity Schedule

Table with 4 columns: TITLE CODE, TITLE, 1/21/10, Total, 7/21/14, Total. Rows include 06240 Case Management Nurse (DOC) Level II, 50959 Case Management Nurse (FD) Level II, 50958 Case Management Nurse (PD) Level II, 50935,509350 Head Nurse, 06124 Head Nurse (Sanitation), 05207 Sr. Case Management Nurse (DOS).

After 1 Year		\$1,042	\$1,042	\$1,042	\$1,042
After 2 Years	An additional:	\$882	\$1,924	\$882	\$1,924
After 3 Years	An additional:	\$910	\$2,834	\$910	\$2,834
After 4 Years	An additional:	\$918	\$3,752	\$918	\$3,752
After 5 Years	An additional:	\$894	\$4,646	\$894	\$4,646
After 6 Years	An additional:	\$766	\$5,412	\$766	\$5,412
After 7 Years	An additional:	\$890	\$6,302	\$890	\$6,302
After 8 Years	An additional:	\$776	\$7,078	\$776	\$7,078
After 9 Years	An additional:	\$780	\$7,858	\$780	\$7,858
After 10 Years	An additional:	\$787	\$8,645	\$787	\$8,645
After 11 Years	An additional:	\$803	\$9,448	\$803	\$9,448
After 12 Years	An additional:	\$809	\$10,257	\$809	\$10,257
After 13 Years	An additional:	\$762	\$11,019	\$762	\$11,019
After 14 Years	An additional:	\$856	\$11,875	\$856	\$11,875
After 15 Years	An additional:	\$908	\$12,783	\$908	\$12,783
After 16 Years	An additional:	\$812	\$13,595	\$812	\$13,595
After 17 Years	An additional:	\$834	\$14,429	\$834	\$14,429
After 18 Years	An additional:	\$833	\$15,262	\$833	\$15,262
After 19 Years	An additional:	\$863	\$16,125	\$863	\$16,125
After 20 Years	An additional:	\$1,199	\$17,324	\$1,199	\$17,324
After 21 Years	An additional:	\$824	\$18,148	\$824	\$18,148
After 22 Years	An additional:	\$1,000	\$19,148	\$1,000	\$19,148
After 30 Years	An additional:	N/A	N/A	\$500	\$19,648

After 5 Years	An additional:	\$941	\$4,890	\$941	\$4,890
After 6 Years	An additional:	\$807	\$5,697	\$807	\$5,697
After 7 Years	An additional:	\$937	\$6,634	\$937	\$6,634
After 8 Years	An additional:	\$816	\$7,450	\$816	\$7,450
After 9 Years	An additional:	\$822	\$8,272	\$822	\$8,272
After 10 Years	An additional:	\$828	\$9,100	\$828	\$9,100
After 11 Years	An additional:	\$845	\$9,945	\$845	\$9,945
After 12 Years	An additional:	\$852	\$10,797	\$852	\$10,797
After 13 Years	An additional:	\$802	\$11,599	\$802	\$11,599
After 14 Years	An additional:	\$901	\$12,500	\$901	\$12,500
After 15 Years	An additional:	\$956	\$13,456	\$956	\$13,456
After 16 Years	An additional:	\$855	\$14,311	\$855	\$14,311
After 17 Years	An additional:	\$877	\$15,188	\$877	\$15,188
After 18 Years	An additional:	\$877	\$16,065	\$877	\$16,065
After 19 Years	An additional:	\$909	\$16,974	\$909	\$16,974
After 20 Years	An additional:	\$1,262	\$18,236	\$1,262	\$18,236
After 21 Years	An additional:	\$887	\$19,123	\$887	\$19,123
After 22 Years	An additional:	\$1,000	\$20,123	\$1,000	\$20,123
After 30 Years	An additional:	N/A	N/A	\$500	\$20,623

NOTE: The Experience/Longevity Pay shall be paid each year after one (1) through twenty-two (22) years of experience. Placement on the schedule is based on total number of years of Mayorality/NYC H+H service in any NYSNA-represented title. Effective January 1, 2008, in NYC H+H up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. In Mayoral Agencies up to 5 years of experience as an RN with a non-Mayoral/NYC H+H employer shall continue to be credited based on outside experience. **Effective July 21, 2014**, in Mayoral Agencies up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. However, outside experience credit is granted only if an employee is hired into the same title held in his/her prior position. For the purpose of evaluating the outside experience of the Case Management Nurse Level 1 and Case Management Nurse (DOS) titles, time as a Staff Nurse will count. For the purpose of evaluating the outside experience of the Case Management Nurse Level 2 and Senior Case Management Nurse (DOS) titles, time as a Head Nurse will count.

NOTE: The Experience/Longevity Pay shall be paid each year after one (1) through twenty-two (22) years of experience. Placement on the schedule is based on total number of years of Mayorality/NYC H+H service in any NYSNA-represented title. Effective January 1, 2008, in NYC H+H up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. In Mayoral Agencies up to 5 years of experience as an RN with a non-Mayoral/NYC H+H employer shall continue to be credited based on outside experience. **Effective July 21, 2014**, in Mayoral Agencies up to 10 years of experience as an RN with a non-Mayoral/NYC H+H employer shall be credited based on outside experience. However, outside experience credit is granted only if an employee is hired into the same title held in his/her prior position. For the purpose of evaluating the outside experience of the Case Management Nurse Level 1 and Case Management Nurse (DOS) titles, time as a Staff Nurse will count. For the purpose of evaluating the outside experience of the Case Management Nurse Level 2 and Senior Case Management Nurse (DOS) titles, time as a Head Nurse will count.

APPENDIX A (3)

Experience/Longevity Schedule

TITLE CODE	TITLE				
		1/21/10	Total	7/21/14	Total
965130	Associate Midwife Level A				
965140	Associate Midwife Level B				
966410	Associate Nurse Practitioner Level I				
966420	Associate Nurse Practitioner Level II				
509120	Midwife				
50912	Nurse Midwife				
001960	Nurse Practitioner				
06068	Nurse Practitioner (Sanitation)				
50960,509600	Supervisor of Nurses				
After 1 Year		\$1,097	\$1,097	\$1,097	\$1,097
After 2 Years	An additional:	\$928	\$2,025	\$928	\$2,025
After 3 Years	An additional:	\$958	\$2,983	\$958	\$2,983
After 4 Years	An additional:	\$966	\$3,949	\$966	\$3,949

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

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Dated _____, 2008

Ms. Lorraine Seidel
New York State Nurses Association
120 Wall Street
New York, NY 10005

Dear Ms. Seidel:

Pursuant to negotiations for the 2007-2010 NYSNA contract, the following was agreed:

In the event any registered nurse considers that in his/her professional opinion he/she has been given an assignment that is unsafe and/or endangers patient care, he/she will accept and perform the assignment, but shall immediately notify his/her nurse manager. The nurse manager, or designee, shall review the assignment as soon as practicable with the registered nurse and shall make a determination concerning the appropriateness of the assignment. If the registered nurse, in his/her professional judgement, disagrees with the nurse manager's or designee's determination, then he/she will accept and perform the assignment and shall file a Protest of Assignment with the Nursing Office. Nursing management will respond to the Protest of Assignment in writing.

The NYSNA may bring the issue of protests of assignment to the labor-management committee at each facility. In so doing the NYSNA shall notify the management representatives in advance and in writing of the protests of assignment that will be raised. The notice will include specific information concerning the protests and/

or the pattern of protests that the NYSNA wishes to discuss. After meeting at the facility level, if the NYSNA believes that a consistent pattern of protests of assignments persists at a facility, they may bring that pattern of protests to the monthly labor-management meeting held at the Corporate level. The NYSNA will notify the Corporation management representatives in advance and in writing of the patterns of protests of assignment that will be raised and the notice will include specific information concerning the protests and the pattern of protests that the NYSNA wishes to discuss. There shall be no adverse action taken against any employee for exercising this right.

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

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

AGREED AND ACCEPTED
/s/

New York State Nurses Association

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

Dated _____, 2008

Ms. Lorraine Seidel
New York State Nurses Association
120 Wall Street
New York, NY 10005

Re: 2007-2010 Staff Nurse Unit Agreement

Dear Ms. Seidel:

This is to confirm the parties mutual understanding that the Union and Management are bound by the New York City Collective Bargaining Law and New York City Board of Collective Bargaining Decision B-22-2002 and the obligations they impose on the parties regarding criteria and procedures for implementing performance compensation.

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

AGREED AND ACCEPTED

/s/
New York State Nurses Association

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

Dated _____, 2008

Ms. Lorraine Seidel
Director
Economic & General Welfare Program
New York State Nurses Association
120 Wall Street
New York, NY 10005

Re: PRECEPTORSHIP PROGRAM

Dear Ms. Seidel:

Pursuant to negotiations for the 2007-2010 NYSNA contract, the following is agreed:

The Parties agree that the adoption, implementation and maintenance of an effective orientation program is a key element in ensuring that newly hired, promoted or transferred nurses are properly prepared to assume their professional duties. The parties further agree that such a program will enhance the recruitment and retention of newly hired nurses and facilitate the provision of high quality health services to the people of the City of New York.

Accordingly, the Employer and the Union recognize the importance of providing a core clinical orientation to each newly hired, promoted and/or transferred employee and of providing these employees with appropriate monitoring and guidance. In furtherance of this objective the parties agree to discuss the creation of preceptorship programs in the various facilities that will include the following program guidelines:

1. Participation in the preceptor program will be voluntary and no

employee will be required to become a preceptor.

2. Employees who volunteer to participate in the preceptor program and successfully complete all required training will be eligible to perform the role of preceptor. Time spent in required preceptor training programs, including mandated continuing preceptor training, will be considered paid working time.
3. The direct patient care duties of preceptors will be limited, wherever possible, during the period of time that they are precepting. Conditions permitting, the assignment of patients to the orientee will be progressive and the preceptor's evaluation of the orientee's capabilities will be considered. A preceptor will not be unreasonably assigned simultaneously to more than one orientee.
4. Employees assigned to preceptor duties will be paid additional compensation at the rate of \$1.00 per hour for time worked as a preceptor.
5. Issues related to the implementation and maintenance of preceptor programs may be brought to a labor-management meeting at the facility level, or to the Corporate level, if appropriate.

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

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

AGREED AND ACCEPTED

/s/
Lorraine Seidel
New York State Nurses Association

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

Dated _____, 2008

Ms. Lorraine Seidel
Director, Economic & General Welfare
New York State Nurses Association
120 Wall Street, 23rd Floor
New York, NY 10005

Re: NYSNA Agreement for the Period December 1, 2007 to January 20, 2010

Dear Ms. Seidel:

This is to confirm that pursuant to the 2000-2002 Staff Nurse Agreement negotiations, the New York State Nurses Association (NYSNA) was permitted three (3) additional full-time positions with full pay and benefits pursuant to Executive Order No. 75.

The NYSNA Staff Nurse collective bargaining settlement was charged to fully fund these additional positions.

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

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

Dated: _____

Ms. Lorraine Seidel
Director, Economic & General Welfare
New York State Nurses Association
120 Wall Street
New York, NY 10006

Dear Ms. Seidel:

Pursuant to negotiations for the 2007-2010 NYSNA contract, the following is agreed:

It is understood that the creation and classification of titles is a managerial prerogative.

The parties agree that the labor/management committee established pursuant to negotiations for the 1992-95 NYSNA contract will continue to be responsible for discussing and proposing "career ladders" applicable to registered professional nurses. It is understood that any proposal agreed to by the committee can only be implemented

if there is sufficient funding available to cover the costs of such proposal and if such a proposal is consistent with the operational needs of HHC.

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

Very truly yours,

/s/
James F. Hanley
Commissioner

AGREED AND ACCEPTED

/s/
New York State Nurses Association

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

Dated: _____, 2008

Ms. Lorraine Seidel
Director, Economic & General Welfare
New York State Nurses Association
120 Wall Street
New York, NY 10010

Dear Ms. Seidel:

This is to summarize agreements made pursuant to negotiations for the 2007-2010 Staff Nurse Agreement

1. HHC has re-issued Operating Procedure 120-2, with a cover memorandum as discussed during prior negotiations, concerning hospital to hospital transfers; HHC has also notified its facilities to establish policies so that registered professional nurses will not be used to accompany patients on clinic visits when the patient's condition does not require professional care.

2. HHC has established In Service/Leadership Training for nurses. All registered professional nurses are eligible to apply for this training; applications will have to be approved by the applying nurse's respective facility; and training will be provided centrally. The time allocated for attendance at this training will not be charged to an individual's leave balances. The HHC will continue to provide training to registered professional nurses on how to recognize and deal with violent patients and visitors.

3. HHC has issued a letter to all its facilities requesting that when space planning is done the facilities consider providing lounge space for nursing staff.

4. HHC has issued a letter to nursing directors stating that when a facility's Infection Control Department determines that a number of the nursing staff should be released from duty because of exposure to a communicable disease such release will be made without charge to leave balances.

5. The documentation forms already agreed to by the parties for situations where nursing staff are assigned to higher level duties pursuant to Article III, Section 10D have been issued.

6. The Health and Hospitals Corporation and Mayoral agencies will make concerted efforts to provide locker rooms and lounges for registered professional nurses in each facility.

7. The Health and Hospitals Corporation Vice President for Human Resources will arrange a meeting with representatives from the New York State Nurses Association and appropriate staff from Kings County Hospital to discuss provision of lounges in the currently planned new hospital buildings at Kings County Hospital.

8. The Health and Hospital Corporation and the Mayoral agencies have issued the agreed to policies concerning floating, rotations, and weekends. These policies are attached to the contract.

Very truly yours,

/s/
James F. Hanley
Commissioner

AGREED AND ACCEPTED

/s/
New York State Nurses Association

AGREEMENT entered into this 23 day of November by and between the City of New York, the NYC Health + Hospitals, and New York State Nurses Association consistent with Article II, Section 2 of the 1995-2001 Citywide Agreement with regard to the scheduling of the group of employees covered by this Agreement.

1. DURATION

A. This Agreement, unless otherwise stated, will be effective from January 21, 2010 and will remain in effect until June 5, 2019.

2. DEFINITIONS

A. Normal Schedule: An arrangement of workdays and hours in which an employee fulfills her/his work commitment in five (5), seven and one-half hour (7 ½) days within a seven (7) day period of time.

B. AWS: An arrangement of workdays and hours in which an employee fulfills her/his work commitment in a manner other than the standard five (5), seven and one-half (7 ½) hour days.

C. The term "employee" is defined, for the purpose of this Agreement, to include full-time, part-time, and per diem employees employed by the NYC Health + Hospitals.

3. PROCEDURES FOR IMPLEMENTATION OF AWS

A. Alternate work schedules may be implemented in units where no AWS had been utilized upon submission of the following information to the facility Director of Human Resources and to the Association at least one (1) month before the commencement of AWS:

1. The specific unit and service involved in the AWS, indicating by tour, the name and title and schedule of all employees on the unit.

2. A copy of the first months schedule for the unit.

B. The parties shall then review the submission and discuss, prior to implementation date, any inconsistency with this Agreement.

4. ELIGIBILITY AND PARTICIPATION IN AWS

A. Employees shall select AWS on a voluntary basis only.

B. Employees working an alternate work schedule may request to be changed to a normal schedule upon four (4) weeks written notice to the Director of Nursing. Such request shall be granted whenever possible, at the discretion of the Director.

C. The parties recognize that sick calls that occur by employees working AWS are more difficult to cover than employees working a normal schedule. Therefore, every effort will be made by the parties to reduce the number of sick calls and provide coverage when they occur.

5. TERMINATION OR REDUCTION OF AWS

A. The Employer may terminate or reduce the AWS to a normal schedule upon sixty (60) days written notice to the Association and affected employees.

B. After the above-mentioned sixty day notice of intent is provided, a Labor-Management Committee meeting will be convened to discuss alternatives to the termination or reduction. At that meeting the Employer shall provide the Association with the rationale for the termination or reduction of AWS and will provide relevant information for review by the Committee. The NYC H+H Director of Labor Relations, or his/her designee, will participate in the Labor-Management Committee meetings. At the conclusion of the sixty (60) day notice period, the final decision whether to terminate or reduce the AWS, or to modify the original notice of intent to terminate or reduce AWS, shall be made by the facility Executive Director or his/her designee. The sixty (60) day notice period may be extended to allow for further discussion upon the expressed written consent of the Employer to the Association.

C. Upon termination or reduction of the Alternate Work Schedule in a unit, Employees will volunteer to cover all three tours. In the existence of a conflict regarding an assignment to a tour, seniority will prevail.

6. TYPES OF AWS

A. Any schedules that the Employee and Employer may mutually agree to as an accommodation to an employee, other than those referred to below, shall not be construed to be an AWS and shall not fall within the scope of this agreement. Any AWS other than those listed below must be by mutual written agreement of the Association and the Employer.

B. Examples of alternative work schedules for full-time employees include, but are not limited to, the schedules listed below:

1. Three Day Work Week - Three (3) twelve and one-half (12 ½) hour tours in one week.

2. Four Day Work Week - Four (4) ten (10) hour tours in one (1) week; three (3) ten (10) hour tours plus one (1) five (5) hour tour in the other week.

3. Four Week Tour - Three (3) eleven and one-half (11 ½) hour tours for three (3) weeks, plus three (3) eleven and one-half (11 ½) hour tours and one twelve (12) hour tour in the other

week.

- a.) While on this schedule, six (6) hours earned annual leave must be retained in the employee's leave bank.
- b.) If during this four (4) week schedule and employee leaves after working a 3 day/3 day portion or a 3 day/ 3 day/ 3 day portion, the employee shall have deducted from her/his annual leave balance the number of hours for which the employee was paid but were not actually worked. If the annual leave balance is insufficient for this purpose, deduction for the balance owed will be deducted from the employee's paycheck.
- c.) If during this four (4) week schedule an employee leaves after working a 3 day/4 day portion, the employee shall receive overtime for all hours worked beyond seventy-five (75) hours in a two (2) week period. Such payment shall be in accordance with Section 8B of this Agreement.
- d.) If during the four (4) week schedule an employee leaves after working a 4 day portion, the employee shall receive overtime credit for all hours worked beyond 37.5 hours per week in accordance with the provisions of the 1995-2000 Citywide Agreement, Article IV, Section 2, or any successor agreement(s).

4. Two Week Tour - Three (3) thirteen (13) hours tours one week; three (3) twelve (12) hour tours in the other week.

- C. Part-time employees may work any of the alternative shifts provided they complete their normal bi-weekly schedule.
- D. All of the above schedules are exclusive of an unpaid one (1) hour meal period (see Section 7A below).

7. MEAL AND REST PERIODS

Meal and rest period(s) for employees on the AWS program:

- A. All employees will have an unpaid one (1) hour meal period during each tour of duty, except those employees working a five (5) or six (6) hour tour.
- B. An employee working on an AWS tour of eleven (11) or more hours will receive two (2) fifteen minute rest periods per tour of duty. An employee working on an AWS tour between seven (7) and eleven (11) hours will receive at least one (1) twenty minute rest period per tour of duty. An employee working on a six (6) hour tour will receive one (1) twenty minute rest period per tour of duty.
- C. The meal and/or rest period(s) can, by agreement, be scheduled and/or combined at any time or in any way, provided that no meal period or rest period(s) are scheduled in the first two (2) hours or the last two (2) hours of the tour.

8. OVERTIME

- A. Except in an emergency situation pursuant to Article IV, Section 13 of the 1995-2000 Citywide Contract or its successors, and employee on an alternative work schedule shall not be required to work more than fifteen and one-half (15 ½) hours in a work day.
- B. Overtime for full-time employees on the 3 day/4 day AWS shall be calculated on the basis of time worked beyond seventy-five (75) hours in a two week period. Ordered involuntary overtime which results in an employee working in excess of eighty (80) hours every two week period shall be compensated in cash at time and one-half (1 ½ x). For those employees whose normal work schedule is less than eighty (80) hours every two (2) weeks, any such ordered involuntary overtime worked between the maximum of those two work weeks and eighty (80) hours in those same calendar weeks, shall be compensated in cash at straight time.
- C. Overtime for full-time employees on a 3 day/ 3 day/3 day/4 day AWS shall be calculated on the basis of time worked beyond one hundred fifty (150) hours in a four (4) week period. Ordered involuntary overtime which results in an employee working in excess of one hundred sixty (160) hours in a four (4) week period shall be compensated in cash at time and one-half (1 ½ x). For those employees whose normal work schedule is less than one hundred sixty (160) hours every four weeks, any such ordered involuntary overtime worked between the maximum of those four weeks and one hundred sixty (160) hours in those same calendar weeks, shall be compensated in cash at straight time.

9. SHIFT DIFFERENTIAL

- A. An employee will be paid shift differential at an hourly rate determined by dividing the applicable evening or night shift differential by 1957.5. The evening differential shall be paid for hours in pay status between 3:00 P.M. and 11:00 P.M.; night shift differential shall be paid for hours in pay status between 11:00 P.M. and 8:00 A.M.

- B. An employee currently receiving full shift differential for working a unique schedule of which 50% of the hours fall within the normal evening tour hours and who works an AWS tour of which 50% of the hours fall within the hours of 3:00 P.M. -11:30 P.M. shall continue to receive the full shift differential.

10. RESPONSIBILITY PAY

A differential of \$.40 per hour shall be provided to each Staff Nurse who is assigned or exercises responsibility during the time 3:00 P.M. through 8:00 A.M. for one or more Staff Nurse, or for two (2) or more units.

Effective July 21, 2014 a differential of \$1.00 per hour shall be provided to each Staff Nurse who is assigned or exercises responsibility during the time 3:00 P.M. through 8:00 A.M. for one or more Staff Nurse, or for two (2) or more units.

11. POSTING

Each institution will post approved alternate work schedule positions and provide a copy to the Union's hospital representative(s).

12. Employees and potential employees shall be provided with the provisions of Article VI of the 1995-2001 Citywide Contract, or its successors, which addressed time and leave variations for employees working other than the standard work week.

WHEREFORE, we have hereunto set our hands and seals this day of, 2016.

FOR THE CITY OF NEW YORK

FOR THE NEW YORK STATE NURSES ASSOCIATION

/s/
ROBERT W. LINN
Commissioner

/s/
JILL FURILLO
Executive Director

FOR THE NEW YORK CITY NYC HEALTH + HOSPITALS

/s/
SALVATORE J. RUSSO
Senior Vice-President and General Counsel

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

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

_____ 2008

Lorraine Seidel
Director, Economic and General Welfare Program
New York State Nurses Association
120 Wall Street, 23rd Floor
New York, NY 10005

Dear Ms. Seidel:

This is to confirm certain mutual understandings and agreements regarding the 2007-20010 Staff Nurse Agreement.

Transit Check

The parties agree that the City will expand the current Transit Check program to offer to eligible employees the ability to purchase a Transit Debit Card through payroll deductions in accordance with IRC Section 132. In addition to the current MTA Surface and Subway lines, the Transit Debit Card may be used to purchase tickets for mass transit commutation only (i.e. LIRR, LI MTA Buses, MetroNorth). The administrative fee for this benefit will be borne by the participants and will be deducted on a prorated basis from the participating employee's paycheck. After one year of experience with this benefit, the City will examine the level of participation and the associated costs of providing this benefit to determine whether or not the administrative fee requires adjustment.

The parties further agree to examine the possible expansion of this benefit to include other regional mass transit carriers.

Residency

The parties agree to support an amendment to Section 12-119 et seq. of the Administrative Code for the purpose of expanding permissible limits on residency to include the City of New York and Nassau, Westchester, Suffolk, Orange, Rockland or Putnam counties – with certain exceptions and limitations and except as may be prohibited by any other law requiring residency for appointment to certain positions including, but not limited to, the Public Officers Law – for employees covered by the terms of this Agreement.

Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties.

Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

Additional Compensation Funds

Effective on the last day of the unit agreement, the bargaining unit shall have available funds not to exceed 0.34% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 4 or the hiring rate for new employees set forth in Section 5. The funds available shall be based on the December 31, 2005 payroll, including spinoffs and pensions.

Labor Management Committee on Pension Issues

There shall be a joint Labor Management Committee on Pensions with the appropriate parties. The committee shall analyze the actual costs and additional contribution rate(s) for members of the New York City Employees' Retirement System (NYCERS) and the Board of Education Retirement System (BERS) associated with Chapter 96 of the Laws of 1995. Such analysis shall be based on, among other factors, the actual number of people who elected to participate under the provisions of said Chapter 96 of the Laws of 1995 as of September 26, 1995. The committee shall make recommendations regarding the establishment of revised additional contribution rate(s) and other remedies it deems appropriate so as to reflect the actual cost to members of NYCERS and BERS. Regardless of the comparison of actual costs to additional contributions for members of NYCERS and BERS, there shall be no adjustment to contributions under Chapter 96 without first considering the contributions by the employer to NYCERS and BERS on behalf of all employees, and the comparison of those contributions to actual costs.

The appropriate parties further agree to discuss the following issues:

- Chapter 96 Reopener
- Chapter 96 Escape
- Age and Vesting Requirements
- Member Contribution Amounts and Duration
- Benefit Formula Changes
- Service Credits
- Any other areas the parties mutually agree to

Continuation of Certain Health Benefits

The parties acknowledge that collective bargaining regarding health benefits is within the purview of negotiations between the Municipal Labor Committee and the City. Cost-containment initiatives in the City Health Benefits Program shall be discussed with the Municipal Labor Committee.

Performance Compensation Procedures

The Letter Agreement between the City of New York and District Council 37 regarding such criteria and procedures insofar as they relate to the City of New York's "Performance Compensation Procedures" shall apply (in lieu of the provisions in Article XVII ("Merit Increases"), Sections 1 and 2).

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

Very truly yours,
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED

/s/
LORRAINE SEIDEL
New York State Nurses Association

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

Dated _____, 2008

Ms. Lorraine Seidel
Director, Economic & General Welfare Program
New York State Nurses Association
120 Wall Street
New York, NY 10005

Re: 2007-2010 Staff Nurse Agreement

Dear Ms. Seidel:

The following is to confirm the meaning and understanding of the parties with respect to certain elements of the Letter of Agreement which the parties agreed to during the negotiations for the 2007-2010 Staff Nurse Agreement.

1. **Residency**
The proposed modification of the Administrative Code regarding residency requirements does not impact on the residency requirements at the Health & Hospitals Corporation.
2. **Pension Committee**
The Labor/Management Committee on Pension Issues provision in the Letter of Agreement does not imply any waiver by the parties of their rights to seek or to oppose legislation regarding pension benefits.
3. **Performance Compensation Procedures**
The parties agree to hold a labor/management meeting with NYSNA prior to any implementation of the procedures, as outlined in the D.C. 37 letter referred to in this provision of the Letter of Agreement, for titles represented by the union.

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

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

AGREED AND ACCEPTED
/s/

Lorraine Seidel
New York State Nurses Association

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

TO: Network Senior Vice Presidents
Executive Directors
FROM: Pamela S. Silverblatt
DATE: December 7, 1998
SUBJECT: Scheduling of Registered Professional Nurses on Weekends

This memorandum states the Corporation policy concerning the weekend scheduling of registered professional nurses represented by the New York State Nurses Association. Weekend is defined as the two-day period consisting of Saturday and Sunday. Registered professional nurses on units/services which are open on Saturday and/or Sunday shall be entitled to at least 26 weekends off per year. In implementing this policy, no changes shall be made in existing work schedules, except to the extent necessary to comply with the requirements of this policy. Notwithstanding the above, exceptions may be made where strict adherence to the policy would compromise patient care.

cc: Luis R Marcos, M.D.
Frank Cirillo
William Herrmann

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

TO: Network Senior Vice Presidents
Executive Directors
FROM: Pamela S. Silverblatt
DATE: December 7, 1998
SUBJECT: Scheduling of Registered Professional Nurses on Weekends

This memorandum states the Corporation policy concerning "floating" assignments for registered professional nurses represented by the New York State Nurses Association. The guidelines for these assignments are:

- 1) Floating shall not be used to cover vacancies whose existence can be identified in advance, e.g. scheduled vacations, long-term sick leave, workers compensation, etc., it shall only be used to cover unexpected vacancies which arise on a particular tour in a unit or service.
- 2) When registered professional nurses represented by NYSNA are assigned to float it shall be between units within their assigned service or related service, or to units on a service where they have worked or have had orientation.
- 3) Floating assignments shall be distributed equitably among the registered professional nurse staff.

- 4) Floating assignments shall be made at the beginning of a tour of duty. To that end, nurses who are going to be unexpectedly absent must call in a minimum of two hours prior to the start of the tour of duty. It is the responsibility of the Director of Nursing or the Director's designee to arrange for staff coverage prior to the commencement of the tour.
- 5) Notwithstanding the above, when, in the judgment of the Director of Nursing or the Director's designee, adherence to this policy would compromise the delivery of patient care, floating assignments will be made as required.

cc: Luis R. Marcos, M.D.
 Frank Cirillo
 William Herrmann

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

MEMORANDUM

December 2, 1997

To: Network Senior Vice Presidents
 Executive Directors

From: Donna Lynn

Subject: Shift Rotation- Registered Professional Nurses

This memorandum establishes a revised Corporate policy on shift rotation for registered professional nurses. This policy will commence immediately and employees shall be given at least three months advance notice of their rotation schedule.

Shift rotations shall be scheduled for no less than one month at a time. Employees with seven or more years of service as a registered professional nurse with the Corporation and/or mayoral agencies, or who regularly work with evening or night tour, shall not be required to rotate. Employees with less than seven years of service shall not be required to rotate more than three months in any year unless the employee submits a written request for additional rotation to the Director of Nursing.

In implementing this policy, no changes shall be made in existing work schedules except to the extent necessary to comply with the requirements of this policy.

Where this policy limits a facility's ability to provide shift coverage due to a lack of personnel with less than seven years of service, the facility shall initiate a Labor/Management meeting with the NYSNA to discuss alternatives, including, but not limited to, hiring for tour and rotation of employees with more than seven years of service.

Notwithstanding the above, any employee may be required to rotate in an emergency situation.

c: Luis R. Marcos, MD
 Pamela Silverblatt
 Byl Herrmann
 Directors of Nursing
 Human Resources Directors
 Labor Relations Officers

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: _____
 Harry Nespoli, Chair

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: HRA
Description of Services: Purchase and Maintenance of Red Hat Cloud Infrastructure, Openstack and Cloud Forms Software
Start Date of proposed contract: July 1, 2017
End date of proposed contract: June 30, 2020
Method of solicitation agency intends to utilize: Intergovernmental Personnel in substantially similar titles within the agency: None
Headcount of personnel in substantially similar titles within the agency: 0

j13

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: Sampling and Laboratory Testing for Asbestos, Lead and Visual Mold Assessment and Project Certification for the Build IT Back (BIB) Program
Start date of the proposed contract: 4/1/2017
End date of the proposed contract: 3/31/2018
Method of solicitation the agency intends to utilize: RFP
Personnel in substantially similar titles within agency: None
Headcount of personnel in substantially similar titles within agency: 0

Agency: Department of Design and Construction
Description of services sought: Sampling and Laboratory Testing for Asbestos, Lead and Visual Mold Assessment and Project Certification for the Build IT Back (BIB) Program
Start date of the proposed contract: 4/1/2017
End date of the proposed contract: 3/31/2018
Method of solicitation the agency intends to utilize: RFP
Personnel in substantially similar titles within agency: None
Headcount of personnel in substantially similar titles within agency: 0

j13

CHANGES IN PERSONNEL

Table with 8 columns: NAME, TITLE, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. DEPT. OF DESIGN & CONSTRUCTION FOR PERIOD ENDING 12/16/16.

Table with 8 columns: NAME, TITLE, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. DEPT. OF DESIGN & CONSTRUCTION FOR PERIOD ENDING 12/16/16.

Table with 8 columns: NAME, TITLE, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. DEPT OF INFO TECH & TELECOMM FOR PERIOD ENDING 12/16/16.

Table with 8 columns: NAME, TITLE, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. DEPT OF INFO TECH & TELECOMM FOR PERIOD ENDING 12/16/16.

Table with 8 columns: NAME, TITLE, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. DEPT OF INFO TECH & TELECOMM FOR PERIOD ENDING 12/16/16.

Table with 8 columns: NAME, TITLE, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. DEPT OF RECORDS & INFO SERVICE FOR PERIOD ENDING 12/16/16.

Table with 8 columns: NAME, TITLE, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. CONSUMER AFFAIRS FOR PERIOD ENDING 12/16/16.

Table with 8 columns: NAME, TITLE, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. DEPT OF CITYWIDE ADMIN SVCS FOR PERIOD ENDING 12/16/16.

Table with columns: NAME, SALARY, ACTION, DATE, AGENCY. Includes names like HERBERT, HOM, KHUTORYANSKAYA, KIPP, KOLODZIEJSKI, KOYAMA, LAWTON JR, LEE, LIN, LUNG, MCCOY, MCCRUE, MEI, MILLER JR, MIRANDA, MOLLAH.

DEPT OF CITYWIDE ADMIN SVCS FOR PERIOD ENDING 12/16/16

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Includes names like MONTESANO, MOONEY, MULDOON, NARLOCH, NEWMAN, NG, OCONNOR, OROZCO, PESINA, PRIEUR, RAMRATAN, RICH, ROSS, ROTHSCHUH, RUBIN, SAMPATH, SELFON, SMALL, SMITH, SORENSON, SUSHKO, SYMON, TAM, THOMPSON, TIMMENY, TORRES, TRASKY, TSANG, VAILAS, VALDIVIA ESPINO, VANDER WERFF, VASQUEZ, WANG, WARD, WEINBERG, WILLIAMS, YAZDI, ZHAO.

DISTRICT ATTORNEY-MANHATTAN FOR PERIOD ENDING 12/16/16

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Includes names like ACOSTA, ALVES CHOEZ, AMADOR, DAMANIS, GORDON, JANI, KOVOOR, LAMENDOLA, LAZAROWITZ, MOONEY, NOLAN, SANTORA, SOTO, SUAREZ, SZUCHMAN, VYAS, XIE.

BRONX DISTRICT ATTORNEY FOR PERIOD ENDING 12/16/16

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Includes names like AREIZAGA, AYVAZIAN, ELLIOTT, FERREIRO, FLANNAGAN - BRO, GAMER, JONES, KELLY, LEVINE, MALDONADO, OLSON, PAGANI, RODRIGUEZ, SHAW.

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Includes names like STATOM, SHARON, ARCHER, BOATING, CHARLET, GRANT, MARC, MOEHLE, PEREZ, RIVERA JR, SANTIAGO-REQUEN, ZDROZJESKI.

DISTRICT ATTORNEY QNS COUNTY FOR PERIOD ENDING 12/16/16

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Includes names like GITIN, HERNANDEZ.

DISTRICT ATTORNEY RICHMOND COU FOR PERIOD ENDING 12/16/16

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Includes names like DICARO, MALLOW, MAZZARELLA, RICHARD, ROBINSON, SANTIAGO-REQUEN, SPADAFORA, WARE.

DISTRICT ATTORNEY-SPECIAL NARC FOR PERIOD ENDING 12/16/16

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Includes name TAM.

PUBLIC ADMINISTRATOR-BRONX FOR PERIOD ENDING 12/16/16

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Includes names like ESPINAL, SERRANO.

OFFICE OF THE MAYOR FOR PERIOD ENDING 12/30/16

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Includes names like ARAQUE, BASCOMBE, CARVAJAL, GROSS, HARTWELL, KADUSHIN, LEBEC, LEE, MCMORROW, SABRY, SHOENER, THORNTON, UME.



ECONOMIC DEVELOPMENT CORPORATION

CONTRACTS

SOLICITATION

Goods and Services

BOND COLLATERAL ASSISTANCE FUND - Request for Proposals - PIN# 66320005 - Due 2-17-17 at 4:00 P.M.

New York City Economic Development Corporation (NYCEDC), on behalf of the New York City Department of Small Business Services (SBS), is seeking a Consultant to design and administer a program to enhance M/WBEs' (as defined below) and small business' ability to access surety bonds in order to perform as a prime or subcontractor on construction contracts with New York City agencies, NYCEDC or any other New York City-funded entity, as determined by SBS. The

program, the Bond Collateral Assistance Fund, will support i) M/WBEs and small businesses facing obstacles to qualifying for bid, payment, performance or ancillary bonding as prime or subcontractors on construction projects and ii) surety companies in serving a broader market.

NYCEDC plans to select a Consultant on the basis of factors stated in the RFP which include, but are not limited to: the quality of the proposal, respondent's experience and demonstrated successful experience in performing services similar to those encompassed in the RFP.

It is the policy of NYCEDC to comply with all Federal, State and City laws and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, age, disability, marital status and other protected category and to take affirmative action in working with contracting parties to ensure certified Minority and Women-Owned Business Enterprises (M/WBEs) share in the economic opportunities generated by NYCEDC's projects and initiatives. Please refer to the Equal Employment and Affirmative Compliance for Non-Construction Contracts Addendum in the RFP.

Companies who have been certified with the New York City Department of Small Business Services as Minority and Women Owned Business Enterprises ("M/WBE") are strongly encouraged to apply. To learn more about M/WBE certification and NYCEDC's M/WBE program, please visit <http://www.nycedc.com/opportunitymwdbe>.

An optional informational session will be held on January 25, 2017, at 10:00 A.M., at NYCEDC. Those who wish to attend should RSVP by email to bondfund@edc.nyc on or before January 24, 2017 by 5:00 P.M.

Respondents may submit questions and/or request clarifications from NYCEDC no later than 5:00 P.M., on January 27, 2017. Questions regarding the subject matter of this RFP should be directed to bondfund@edc.nyc. For all questions that do not pertain to the subject matter of this RFP, please contact NYCEDC's Contracts Hotline at (212) 312-3969. Answers to all questions will be posted by February 7, 2017, to www.nycedc.com/RFP.

The RFP is available for in-person pick-up between 9:30 A.M. and 4:30 P.M., Monday through Friday, from NYCEDC. Please submit six (6) copies of your proposal and one (1) CD or USB to: NYCEDC, Attention: Maryann Catalano, Senior Vice President, Contracts.

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

Economic Development Corporation, 110 William Street, 4th Floor, New York, NY 10038. Maryann Catalano (212) 312-3969; Fax: (212) 312-3918; bondfund@edc.nyc

Accessibility questions: Equal Access Office, equalaccess@edc.nyc or (212) 312-6602, by: Tuesday, January 24, 2017, 5:00 P.M.



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OFFICE OF MANAGEMENT AND BUDGET

COMM DEVEL BLOCK GRANT DISASTER RECOVERY

■ SOLICITATION

Construction / Construction Services

CONSTRUCTION MANAGEMENT SERVICES - Request for Proposals - PIN# 000135 - Due 1-31-17 at 10:30 A.M.

Staten Island University Hospital (SIUH) - a member Institution of Northwell Health, is preparing to launch a project funded in part by FEMA, HUD and private dollars to construct a new Central Utility Plant. This is a post Hurricane Sandy Recovery Project known as the SIUH Electrical and Mechanical Hazard Mitigation Project.

A Request for Construction Management Services (RFP) is at <http://www.nyc.gov/html/cdbg/html/procurement/contracts-and-procurement.shtml> or by emailing a request for documents to Ovoneilber@Northwell.edu.

The Work consists of establishing a Work Schedule and Procurement Plan to meet the completion deadline of June 1, 2018. The Project consists of constructing a new 12,000 SF building addition which will contain Boilers, Chillers, Pumps, Generators and Electrical Distribution Equipment. The new Plant once completed and commissioned, will replace the original cellar level Plant which is to be dismantled.

A Pre-Bid Conference is scheduled for January 19, 2017 at 4:00 P.M. EST, at the Regina McGinn Auditorium, Staten Island University Hospital, 475 Seaview Avenue, Staten Island, NY 10305. It is strongly suggested that bidders/interested respondents attend to hear a

detailed briefing on Project Requirements.

The award of contract criteria will be expressed in the Request for Proposals for the project. Sealed Bids in triplicate should be returned to: Thomas Neglia, Associate Executive Director, Staten Island University Hospital, 1 Edgewater Plaza, Staten Island, NY 10305.

The Project contemplated under this RFP is funded in part by grants from both FEMA and HUD, and therefore, requires the full compliance with all applicable laws and regulations. These regulatory requirements are defined specifically in the RFP and will be required of the Construction Manager as well as any sub-contractor procured by the Construction Manager. This project is covered by the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"), thus the selected bidder will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

The Plans, Specifications, Bid Forms and form of Contract for the Project are on file and may be viewed by advance appointment in the Staten Island University Hospital, Plant Operations Office, 475 Seaview Avenue, Staten Island, NY 10305 and are by reference made a part of this Notice. Electronic documents in PDF Format are available at no cost and may be obtained by written request to Ovoneilber@Northwell.edu

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.

Office of Management and Budget, 475 Seaview Avenue, Staten Island, NY 10305. Otto VonEilbergh (516) 734-3044; ovoneilber@northwell.edu

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EDUCATION

CONTRACTS AND PURCHASING

■ INTENT TO AWARD

Services (other than human services)

UPK TEACHER CERTIFICATION - AMENDMENT - Government to Government - PIN# R1176040 - Due 1-20-17 at 2:00 P.M.

This is an amendment to a previous ad for UPK Teacher Certification.

The New York City Department of Education (NYCDOE), on behalf of the Office of Early Childhood Education, intends to enter into a government-to-government agreement with the City University of New York (CUNY) to provide:

- Expedited certification pathways for early childhood professionals.
- Career development consultation and coaching designed to ensure candidates stay on track towards certification and find a pathway that best meets their needs.
- An easy to use online system for tracking progress towards certification at the individual, program and Citywide level.

The NYCDOE intends to build on its strong partnership with CUNY whose expertise and systems are designed to support early childhood workforce development, in particular, to certify up to 500 teachers by September, 2017. This government-to-government purchase is in the best interest of the NYCDOE as it supports the Mayor's Pre-K for All expansion plan by expediting the teaching certification for individuals who are already teaching pre-kindergarten and for those who are about to teach pre-kindergarten.

Expressions of interest to provide these products and services should be emailed to [Rehawi Ibrahim](mailto:RehawiIbrahim@schools.nyc.gov) at RehawiIbrahim@schools.nyc.gov with the number and title in the subject line of your email.

The New York City Department of Education (DOE) strives to give all businesses, including Minority and Women-Owned Business Enterprises (M/WBEs), 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 M/WBEs, from all segments of the community. The DOE works to enhance the ability of M/WBEs to compete for contracts. DOE is committed to ensuring that M/WBEs 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. Ibrahim Rehawi (718) 935-4294; Fax: (718) 935-2155; irehawi@schools.nyc.gov

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