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THE CITY RECORD

BILL DE BLASIO

Mayor

LISETTE CAMILO

Commissioner, Department of Citywide
Administrative Services

ELI BLACHMAN

Editor, The City Record

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BOROUGH PRESIDENT - BROOKLYN

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that, pursuant to Section 201 of the New York City Charter, the Brooklyn borough president, will hold a public hearing on the following matters in the Community Room of Brooklyn Borough Hall, 209 Joralemon Street, Brooklyn, NY 11201, commencing at 6:00 P.M., on September 4, 2018.



Calendar Item 1 — Franklin Avenue Rezoning (180347 ZMK, 180348 ZRK)

An application submitted by Cornell Realty Management LLC, pursuant to Sections 197-c and 201 of the New York City Charter for zoning map amendments affecting 16 lots on three blocks fronting, Franklin Avenue between Montgomery and President streets in Brooklyn Community District 9 (CD 9). The requested zoning map amendments would eliminate a C1-3 commercial overlay from an existing R6 district, change the northern and southern portion of the project area, zoned R6A and R8A, respectively, to an R8X district, and establish a C2-4 commercial overlay within the proposed R8X district. In addition, the applicant seeks a zoning text amendment, to designate the project area a Mandatory Inclusionary Housing (MIH) area. Such actions would facilitate the development of 40 Crown Street and 931 Carroll Street, each built to a Floor Area Ratio (FAR) of 7.2, in 16 stories. 40 Crown Street would contain 403,092 square feet (sq. ft.) of residential floor area, providing 390 dwelling units, of which 105 will be affordable, pursuant to MIH Option 1. The building would also have 15,349 sq. ft. of commercial space, envisioned for a Food Retail Expansion, to Support Health (FRESH) supermarket. 931 Carroll Street would contain 126,950 sq. ft. of residential floor area, providing 128 dwelling units, of which 35 would be affordable, pursuant to MIH Option 1. The two buildings will have a total of 151 parking spaces.

Accessibility questions: Inna Guzenfeld (718) 802-3754, iguzenfeld@brooklynbp.nyc.gov, by: Friday, August 31, 2018, 1:00 P.M.



a24-s4

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that resolutions have been adopted by the City Planning Commission, scheduling a public hearing on the following matters, to be held at NYC City Planning Commission Hearing Room, Lower Concourse, 120 Broadway, New York, NY, on Wednesday, September 5, 2018 at 10:00 A.M.

BOROUGH OF THE BRONX
Nos. 1 & 2
599 COURTLANDT AVENUE
No. 1

CD 1 **C 180391 PQX**
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development, pursuant to Section 197-c of the New York City Charter, for the acquisition of property, located at 599 Courtlandt Street (Block 2410, Lot 43) to facilitate an affordable housing development.

No. 2

CD 1 **C 180390 HAX**
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD)

1. pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of property, located at 599 Courtlandt Avenue (Block 2410, Lot 43) as an Urban Development Action Area; and
 - b) an Urban Development Action Area Project for such area; and
 2. pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;
- to facilitate a four-story building with approximately eight affordable residential units and commercial space.

BOROUGH OF BROOKLYN
No. 3
FRIENDS OF CROWN HEIGHTS 17

CD 5 **C 170146 PQK**
IN THE MATTER OF an application submitted by the Administration for Children's Services and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the acquisition of property, located at 921 Hegeman Avenue (Block 4315, Lot 40), for continued use as a child care facility.

No. 4
DOT BROOKLYN FLEET SERVICES

CD 6 **C 180418 PCK**
IN THE MATTER OF an application submitted by the Department of Transportation and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the site selection and acquisition of property, located at 25 14th Street (Block 1031, Lots 1, 62, 67, and 71), for a fleet vehicle maintenance and repair facility.

Nos. 5-10
MARCUS GARVEY VILLAGE
No. 5

CD 16 **C 180485 HAK**
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD)

3. pursuant to Article 16 of the General Municipal Law of New York State for:
 - c) the designation of properties, located at 763 Thomas S. Boyland Street (Block 3587, Lot 27) and Chester Street (Block 3588, Lots 32, 33, 34, 35 and 36) as an Urban Development Action Area; and
 - d) an Urban Development Action Area Project for such area; and
4. pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate seven eight- and nine-story mixed-use buildings with approximately 724 affordable housing units, community facility and commercial space.

No. 6

CD 16 **C 180486 PCK**
IN THE MATTER OF an application submitted by the Department of Parks and Recreation and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the site selection and acquisition of property, located on Bristol Street between Blake Avenue and Dumont Avenue (Block 3559, p/o Lot 1), for use as a community garden.

No. 7

CD 16 **N 180487 ZRK**
IN THE MATTER OF an application submitted by Brownsville Livonia 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, modifying Appendix F, for the purpose of establishing a Mandatory Inclusionary Housing area.

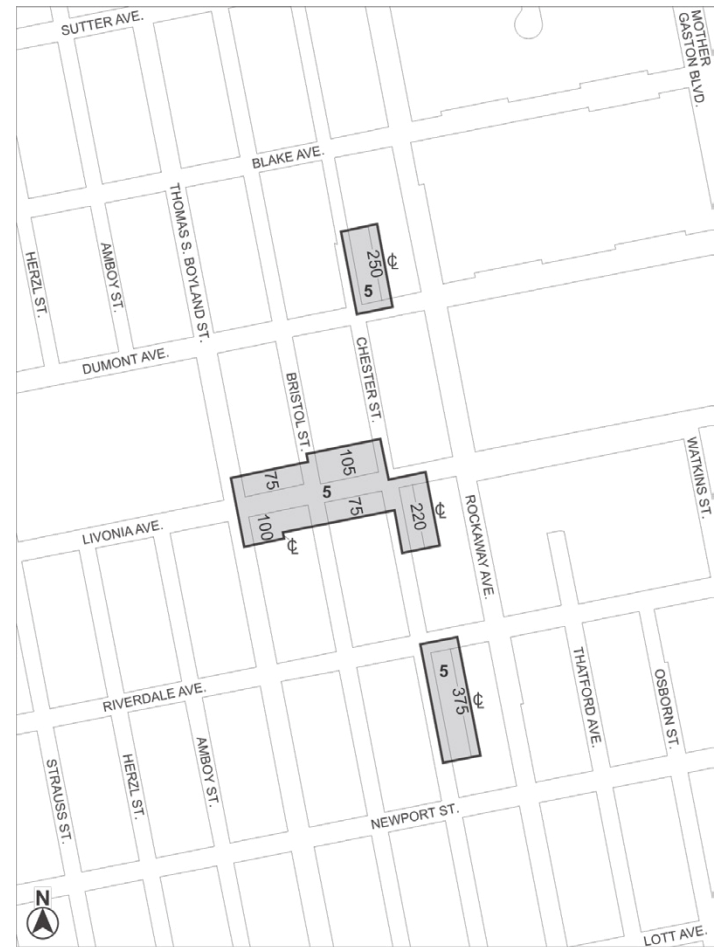
Matter underlined is new, to be added;
Matter ~~struck out~~ is to be deleted;
Matter within # # is defined in Section 12-10;
* * * indicates where unchanged text appears in the Zoning Resolution.

APPENDIX F
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

BROOKLYN

Brooklyn Community District 16

Map 4 - [date of adoption]



█ Mandatory Inclusionary Housing Area *see Section 23-154(d)(3)*
Area 5 — [date of adoption] — MIH Program Option 1 and Option 2

Portion of Community District 16, Brooklyn

No. 8

CD 16 **C 180488 ZSK**
IN THE MATTER OF an application submitted by Brownsville Livonia Associates LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for the grant of special permits, pursuant to the following sections of the Zoning Resolution:

1. Section 74-743(a)(1) - to allow the distribution of lot coverage without regard for zoning lot lines; and
2. Section 74-743(a)(2) - to allow for the location of buildings without regard for distance between buildings regulations of Section 23-711 (Standard minimum distance between buildings), and the height and setback regulations of Sections 23-66 (Height and Setback Requirements for Quality Housing Buildings) and 35-65 (Height and Setback Requirements for Quality Housing Buildings);

in connection with a proposed mixed-use development, within a Large-Scale General Development, on property generally bounded by Blake Avenue, Rockaway Avenue, Newport Street, and Thomas S. Boyland Street (Block 3559, Lot 1; Block 3560, Lot 1; Block 3573, Lot 1; Block 3574, Lot 1; Block 3575, Lot 11; Block 3587, Lots 1, 27; Block 3588, Lots 1, 27, 32-36; Block 3589, Lot 21; Block 3601, Lot 26; and Block 3602, Lot 12), in R6, R7-2*, and R7-2/C2-4* Districts.

*Note: The site is proposed to be rezoned by changing an R6 District to R7-2 and R7-2/C2-4 Districts under a concurrent related application for a Zoning Map change (C 180489 ZMK).

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.

No. 9

CD 16 C 180489 ZMK
IN THE MATTER OF an application submitted by Brownsville Livonia Associates LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for the amendment of the Zoning Map, Section No. 17d:

1. changing from an R6 District to an R7-2 District, at property bounded by:
 - a. Chester Street, a line 250 feet northwesterly of Dumont Avenue, a line midway between Chester Street and Rockaway Avenue, and Dumont Avenue;
 - b. Thomas S. Boyland Street, a line 75 feet northwesterly of Livonia Avenue, Bristol Street, a line 105 feet northwesterly of Livonia Avenue, Chester Street, Livonia Avenue, a line midway between Chester Street and Rockaway Avenue, a line 220 feet southeasterly of Livonia Avenue, Chester Street, a line 75 feet southeasterly of Livonia Avenue, a line midway between Bristol Street and Thomas S. Boyland Street, and a line 100 feet southeasterly of Livonia Avenue;
 - c. Chester Street, Riverdale Avenue, a line midway between Chester Street and Rockaway Avenue, and a line 375 feet southeasterly of Riverdale Avenue; and
2. establishing within a proposed R7-2 District, a C2-4 District, bounded by Thomas S. Boyland Street, a line 75 feet northwesterly of Livonia Avenue, Bristol Street, a line 105 feet northwesterly of Livonia Avenue, Chester Street, Livonia Avenue, a line midway between Chester Street and Rockaway Avenue, a line 100 feet southeasterly of Livonia Avenue, Chester Street, a line 75 feet southeasterly of Livonia Avenue, a line midway between Bristol Street and Thomas S. Boyland Street, and a line 100 feet southeasterly of Livonia Avenue;

as shown on a diagram (for illustrative purposes only) dated, June 25, 2018.

No. 10

CD 16 C 180490 ZSK
IN THE MATTER OF an application submitted by Brownsville Livonia Associates LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for the grant of a special permit, pursuant to Section 74-532, to waive the number of required accessory residential off-street parking spaces required by Section 25-23, in connection with a proposed mixed-use development within a Large-Scale General Development, on property, generally bounded by Blake Avenue, Rockaway Avenue, Newport Street, and Thomas S. Boyland Street (Block 3559, Lot 1; Block 3560, Lot 1; Block 3573, Lot 1; Block 3574, Lot 1; Block 3575, Lot 11; Block 3587, Lots 1, 27; Block 3588, Lots 1, 27, 32-36; Block 3589, Lot 21; Block 3601, Lot 26; and Block 3602, Lot 12) in R6, R7-2*, and R7-2/C2-4* Districts.

*Note: The site is proposed to be rezoned by changing from an R6 District to R7-2 and R7-2/C2-4 Districts under a concurrent related application, for a Zoning Map change (C 180489 ZMK).

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.

BOROUGH OF MANHATTAN
No. 11
UFBCO CHILD CARE CENTER

CD 12 C 150263 PQM
IN THE MATTER OF an application submitted by the Administration for Children's Services and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the acquisition of property, located at 474 West 159th Street (Block 2108, Lot 23), for continued use as a child care facility.

No. 12
9 ORCHARD STREET

CD 3 C 180290 ZSM
IN THE MATTER OF an application submitted by Nine Orchard Partners, LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for the grant of a special permit, pursuant to Section 74-711 of the Zoning Resolution, to modify the height and setback requirements of Section 33-40 (HEIGHT AND SETBACK REGULATIONS), to facilitate the construction of a roof deck, chair lift, and stairs on the roof of an existing 13-story building, on a zoning lot containing a landmark designated by the Landmarks Preservation Commission, located at 9 Orchard Street (Block 294, Lots 7 and 8), in a C6-2G 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.

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



a21-s5

LANDMARKS PRESERVATION COMMISSION

■ PUBLIC HEARINGS

Please be advised that the public hearing on Tuesday, September 4, 2018, has been cancelled. Items scheduled for September 4, 2018 will be heard on September 18, 2018.

a24-s4

MAYOR'S OFFICE OF ENVIRONMENTAL COORDINATION

■ PUBLIC HEARINGS

NOTICE OF PUBLIC SCOPING

Office of the Deputy Mayor for Housing and Economic Development

Draft Scope of Work for a Second Supplemental Generic Environmental Impact Statement (SSGEIS)

The Phased Redevelopment of Governors Island South Island Development Zones

NOTICE IS HEREBY GIVEN that a public scoping meeting will be held at 6:00 P.M., on Wednesday, September 26, 2018, at the Governors Island Ferry Waiting Room, Battery Maritime Building, 10 South Street, New York, NY 10004. The purpose of the scoping meeting, is to provide the public with the opportunity to comment on the Draft Scope of Work proposed, to be used to develop a Second Supplemental Generic Environmental Impact Statement (SSGEIS) for The Phased Redevelopment of Governors Island-South Island Development Zones. Written comments on the Draft Scope of Work may be submitted to the Mayor's Office of Environmental Coordination until 5:00 P.M., Tuesday, October 9, 2018.

Directing that an Environmental Impact Statement be prepared, a Positive Declaration and Draft Scope of Work were issued by the Office of the Deputy Mayor for Housing and Economic Development on August 23, 2018, and are available for review from the contact person listed below and on the website of the Mayor's Office of Environmental Coordination (www.nyc.gov/oec).

Governors Island Corporation, doing business as The Trust for Governors Island (The Trust), is a not-for-profit corporation and instrumentality of the City of New York. The Trust holds title to 150 acres of the 172-acre island (the Island); the remaining 22 acres is owned by the National Park Service and is a National Monument. Governors Island is located in New York Harbor, approximately 800 yards south of Manhattan and 400 yards west of Brooklyn. The Island comprises the North Island (the area north of the former Division Road) and the South Island (the area south of the former Division Road). The entire island is zoned R3-2; the North Island is mapped as the Special Governors Island District.

Access to the Island is provided by ferries that are operated by The Trust from slips at the Battery Maritime Building (BMB) in Lower Manhattan, which is the major access point for ferries traveling to the Island. Additional ferry service from Pier 6 in Brooklyn and Pier 11 in Manhattan is provided by The Trust and NYC Ferry via the East River and South Brooklyn routes, respectively, when the Island is open to the public.

Two Development Zones on the South Island have been anticipated since 2010 and were previously considered in both the 2011 Final Generic Environmental Impact Assessment (FGEIS) and 2013 Final Supplemental Generic Environmental Impact Assessment (FSGEIS). Future uses in these two areas were not specifically proposed, determined, or defined in the FGEIS and FSGEIS; therefore, it was assumed that new buildings on the South Island could be designed for academic, research, office, cultural, entertainment and/or a conference center/hotel uses.

The Trust is currently proposing to enable up to 4.5 million square feet of development on the South Island (the "Proposed Project"). The proposed development on the South Island would exceed the previously considered development, which totaled 3 million square feet, including approximately 1.375 million square feet on the North Island and

approximately 1.625 million square feet on the South Island, and would require zoning changes as well as infrastructure and transportation improvements to support the occupants and uses. The proposed development would serve to enliven the Island with active uses and users 24/7, and would support the on-going maintenance of the park and public spaces and the historic buildings on the North Island.

The Proposed Actions include zoning text and map amendments and the potential approval of capital funding. Specifically the Special Governors Island District would be expanded to cover the entire Island and create new controls pertaining to the South Island. The underlying zoning for the South Island would be changed to a mid-density commercial district such as C4-5, while the zoning for the North Island would remain R3-2. No modifications of the deed restrictions are proposed and the Special Governors Island District controls applicable to the North Island would remain unchanged. New zoning text applicable to the South Island would define parcels for development, provide design controls for open spaces with and adjacent to the development parcels, specify permitted uses, restrict base height and overall building height and length, require setbacks, provide streetwall and articulation requirements, and restrict lot coverage and provide a minimum distance between upper portions of buildings.

To support the South Island Development, new infrastructure and services would be required. This will include increased ferry service and potentially the installation of an additional water main if it is determined necessary. To accommodate the additional population on the South Island, use of the BMB would be limited to passengers. Therefore, it is anticipated that freight transfer activities would be moved to the Brooklyn waterfront and may be distributed to multiple locations. While specific plans for freight deliveries would be developed in connection with the selection of future occupants of the South Island, hypothetical locations would be considered to identify potential environmental impacts of the freight transfer operations.

CEQR Number: 11DME007M
Lead Agency: Office of the Deputy Mayor for Housing and Economic Development
Sponsoring Agency: The Trust for Governors Island
Contact: Denise Pisani, Deputy Director
Mayor's Office of Environmental Coordination
253 Broadway, 14th Floor
New York, NY 10007
Email: dpisani@cityhall.nyc.gov
SEQRA/CEQR Classification: Type I
Location of Action: Block 1, Lot 10, in Manhattan Community District 1. Governors Island is located in New York Harbor, approximately 800 yards south of Manhattan and 400 yards west of Brooklyn.

This Notice of Public Hearing has been prepared, pursuant to Article 8 of the New York State Environmental Conservation Law (the State Environmental Quality Review Act (SEQRA)), its implementing regulations found at 6 NYCRR Part 617, and the Rules of Procedure for City Environmental Quality Review found at 62 RCNY Chapter 5, and Mayoral Executive Order 91 of 1977, as amended (CEQR).

a24-28

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, August 29, 2018. 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 SW, New York, NY 10041, or by calling (212) 839-6550.

#1 IN THE MATTER OF a proposed revocable consent authorizing 1010 Park Avenue Condominium, to construct, maintain and use an ADA ramp on the south sidewalk of East 85th Street, between Park Avenue and Madison Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2445**

From the Approval Date to June 30, 2019 - \$25/per annum the maintenance of a security deposit in the sum of \$20,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#2 IN THE MATTER OF a proposed revocable consent authorizing Adolfo Suaya Construction LLC, to construct, maintain and use a stoop and fenced-in area on the south sidewalk of Perry Street, between Seventh Avenue south and Greenwich Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2447**

From the Date of Approval by the Mayor to June 30, 2029 - \$25/per annum the maintenance of a security deposit in the sum of \$5,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#3 IN THE MATTER OF a proposed revocable consent authorizing Ahn Y. Lee-McKechine and Joseph R. McKechinie, Jr., to construct, maintain and use two retaining walls on the south sidewalk of 43rd Street, between 4th and 3rd Avenues, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2444**

From the Approval Date to June 30, 2019 - \$3,000/per annum
For the period July 1, 2019 to June 30, 2020 - \$3,053
For the period July 1, 2020 to June 30, 2021 - \$3,106
For the period July 1, 2021 to June 30, 2022 - \$3,159
For the period July 1, 2022 to June 30, 2023 - \$3,212
For the period July 1, 2023 to June 30, 2024 - \$3,265
For the period July 1, 2024 to June 30, 2025 - \$3,318
For the period July 1, 2025 to June 30, 2026 - \$3,371
For the period July 1, 2026 to June 30, 2027 - \$3,424
For the period July 1, 2027 to June 30, 2028 - \$3,477
For the period July 1, 2028 to June 30, 2029 - \$3,530

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

#4 IN THE MATTER OF a proposed revocable consent authorizing Argus Community, Inc., to continue to maintain and use a stoop and a fenced-in area on the east sidewalk of St. Nicholas Avenue, north of 145th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2018 to June 30, 2028 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1656**

From July 1, 2018 to June 30, 2018 - \$25/per annum

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

#5 IN THE MATTER OF a proposed revocable consent authorizing Clifton Joseph, to continue to maintain and use a fenced-in area on the south sidewalk of McKinley Avenue, west of Autumn Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2018 to June 30, 2028 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2032**

For the period July 1, 2018 to June 30, 2028 - \$100/per annum

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

#6 IN THE MATTER OF a proposed revocable consent authorizing Crescent 110 Equities LLC, to construct, maintain and use tree pit light receptacles, together with electrical sockets and electrical conduits under the east sidewalk of Frederick Douglass Circle and, under the south sidewalk of West 111th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years

from approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2449**

- From the Approval Date to June 30, 2019 - \$4,030/per annum
- For the period July 1, 2019 to June 30, 2020 - \$4,101
- For the period July 1, 2020 to June 30, 2021 - \$4,172
- For the period July 1, 2021 to June 30, 2022 - \$4,243
- For the period July 1, 2022 to June 30, 2023 - \$4,314
- For the period July 1, 2023 to June 30, 2024 - \$4,385
- For the period July 1, 2024 to June 30, 2025 - \$4,456
- For the period July 1, 2025 to June 30, 2026 - \$4,527
- For the period July 1, 2026 to June 30, 2027 - \$4,598
- For the period July 1, 2027 to June 30, 2028 - \$4,669
- For the period July 1, 2028 to June 30, 2029 - \$4,740

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

#7 IN THE MATTER OF a proposed revocable consent authorizing DJI Land ll LLC, to construct, maintain and use fenced-in planted areas with steps, and a snowmelt system on and under the north sidewalk of East 80th Street, between Madison Avenue and Park Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2446**

- From the Approval Date to June 30, 2019 - \$1,734/per annum
- For the period July 1, 2019 to June 30, 2020 - \$1,765
- For the period July 1, 2020 to June 30, 2021 - \$1,796
- For the period July 1, 2021 to June 30, 2022 - \$1,827
- For the period July 1, 2022 to June 30, 2023 - \$1,858
- For the period July 1, 2023 to June 30, 2024 - \$1,889
- For the period July 1, 2024 to June 30, 2025 - \$1,920
- For the period July 1, 2025 to June 30, 2026 - \$1,951
- For the period July 1, 2026 to June 30, 2027 - \$1,982
- For the period July 1, 2027 to June 30, 2028 - \$2,013
- For the period July 1, 2028 to June 30, 2029 - \$2,044

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

#8 IN THE MATTER OF a proposed revocable consent authorizing Federal Reserve Bank of New York, to continue to maintain and use bollards and guard booth; the bollards are located along Liberty, Williams, Nassau Streets and Maiden Lane, the guard booth is located at, Louise Nevelson Plaza, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2018 to June 30, 2028 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #1632**

- For the period July 1, 2018 to June 30, 2019 - \$23,857
- For the period July 1, 2019 to June 30, 2020 - \$23,927
- For the period July 1, 2020 to June 30, 2021 - \$23,997
- For the period July 1, 2021 to June 30, 2022 - \$24,067
- For the period July 1, 2022 to June 30, 2023 - \$24,137
- For the period July 1, 2023 to June 30, 2024 - \$24,207
- For the period July 1, 2024 to June 30, 2025 - \$24,277
- For the period July 1, 2025 to June 30, 2026 - \$24,347
- For the period July 1, 2026 to June 30, 2027 - \$24,417
- For the period July 1, 2027 to June 30, 2028 - \$24,487

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

#9 IN THE MATTER OF a proposed revocable consent authorizing the Gabrielli Brookville LLC, to continue to maintain and use a force main, together with manholes under, across and along Rockaway Boulevard and under and along 182nd Street, in the Borough of Queens. The proposed revocable consent is for a term of ten years from July 1, 2018 to June 30, 2028 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2012**

- For the period July 1, 2018 to June 30, 2019 - \$4,281
- For the period July 1, 2019 to June 30, 2020 - \$4,356
- For the period July 1, 2020 to June 30, 2021 - \$4,431
- For the period July 1, 2021 to June 30, 2022 - \$4,506
- For the period July 1, 2022 to June 30, 2023 - \$4,581
- For the period July 1, 2023 to June 30, 2024 - \$4,656
- For the period July 1, 2024 to June 30, 2025 - \$4,731

- For the period July 1, 2025 to June 30, 2026 - \$4,806
- For the period July 1, 2026 to June 30, 2027 - \$4,881
- For the period July 1, 2027 to June 30, 2028 - \$4,956

the maintenance of a security deposit in the sum of \$8,500 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#10 IN THE MATTER OF a proposed revocable consent authorizing Hearst Communications, Inc., to construct, maintain and use the accessibility ramp on the east sidewalk of Ninth Avenue between West 54th and West 55th Streets, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2448**

From the Approval Date to June 30, 2029 - \$25/per annum

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

#11 IN THE MATTER OF a proposed revocable consent authorizing Uri Aminov and Ludmila Aminov, to continue to maintain and use a walled-in planted areas on the east sidewalk of Kent Street, north of 80th Drive, in the Borough of Queens. The proposed revocable consent is for a term of ten years from July 1, 2018 to June 30, 2028 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2023**

From July 1, 2018 to June 30, 2018 - \$644/per annum

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

#12 IN THE MATTER OF a proposed revocable consent authorizing The Minister, Elders & Deacons of the Reformed Protestant Dutch Church of the City of New York, to continue to maintain and use steps on the east sidewalk of Second Avenue, between East 6th and East 7th Streets, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2018 to June 30, 2028 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. #2022**

- For the period July 1, 2018 to June 30, 2019 - \$219
- For the period July 1, 2019 to June 30, 2020 - \$223
- For the period July 1, 2020 to June 30, 2021 - \$227
- For the period July 1, 2021 to June 30, 2022 - \$231
- For the period July 1, 2022 to June 30, 2023 - \$235
- For the period July 1, 2023 to June 30, 2024 - \$239
- For the period July 1, 2024 to June 30, 2025 - \$243
- For the period July 1, 2025 to June 30, 2026 - \$247
- For the period July 1, 2026 to June 30, 2027 - \$251
- For the period July 1, 2027 to June 30, 2028 - \$255

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

a9-29



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

m30-s11

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

j2-d31

HOUSING PRESERVATION AND DEVELOPMENT

■ PUBLIC HEARINGS

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

jy6-j7

POLICE

■ NOTICE

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

The following list of properties 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

j2-d31

PROCUREMENT

"Compete To Win" More Contracts!

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

- **Win More Contracts at nyc.gov/competetowin**

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

HHS ACCELERATOR

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

BUILDINGS**AWARD***Services (other than human services)*

ADOBE EXPERIENCE MANAGER FORMS 6.3 SOFTWARE
- Innovative Procurement - Other - PIN#810192441K - AMT: \$141,622.44 - TO: SHI International Corp., 290 Davidson Avenue, Somerset, NJ 08873. MWBE Innovative Procurement.

◀ a28

CITYWIDE ADMINISTRATIVE SERVICES**SOLICITATION***Goods*

CHIPPER, STUMP GRINDER - Competitive Sealed Bids - PIN#8571900016 - Due 9-25-18 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, Peter Le (212) 386-0418; ple@dcas.nyc.gov

◀ a28

SAW, CONCRETE, WALK-BEHIND - DOT - Competitive Sealed Bids - PIN#8571800306 - Due 10-2-18 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 at (212) 386-0044 or by fax at (212) 669-7603.

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. Anne-Sherley Almonor (212) 386-0419; aalmonor@dcas.nyc.gov

◀ a28

OFFICE OF CITYWIDE PROCUREMENT**AWARD***Goods*

TRUCK, 6X4 SALT SPREADER, 16 C.Y. W/SNOW PLOW DSNY
- Competitive Sealed Bids - PIN#8571800162 - AMT: \$48,304,980.70 - TO: Mack Trucks Inc., 7900 National Service Road, Greensboro, NC 27409-9416.

◀ a28

COMPTROLLER**INFORMATION SYSTEMS****AWARD***Services (other than human services)*

RENEWAL OF LICENSE FOR EDISCOVERY PLATFORM
- Innovative Procurement - Judgment required in evaluating proposals - PIN#01519BIS34117 - AMT: \$44,026.19 - TO: SHI International Corp., 290 Davidson Avenue, Somerset, NJ 08873.

The Office of the Comptroller has procured the One-year Renewal of License for Ediscovery Platform, pursuant to Section 3-12 of the New York City Procurement Policy Board (PPB) Rules.

The Office of the Comptroller utilized the Innovative Procurement Method under Section 3-12 of the Procurement Policy Board Rules. This proposed method is used to procure goods, standard services and professional services from \$20,000 to \$150,000 exclusively from City-Certified M/WBEs for goods and services.

◀ a28

CULTURAL AFFAIRS**INTENT TO AWARD***Goods*

PIANOS FOR: BLOOMINGDALE SCHOOL OF MUSIC, INC.; BRIC ARTS MEDIA BKLYN, INC.; BROOKLYN QUEENS CONSERVATORY OF MUSIC; AND JAMAICA CENTER FOR ARTS AND LEARNING, INC. - Sole Source - Available only from a single source - PIN#12619S0001 - Due 9-10-18 at 5:00 P.M.

DCLA intends to enter into Sole Source Negotiations, with Steinway and Sons, for the purchase of Steinway pianos. Steinway and Sons is the only authorized distributor and only source for the purchase of new Steinway pianos. Vendors may express their interests in providing similar goods in the future, by contacting DCLA by email.

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.

Cultural Affairs, 31 Chambers Street, 2nd Floor, New York, NY 10007. Sei Young Kim (212) 513-9314; skim@culture.nyc.gov

a27-31

DESIGN AND CONSTRUCTION**VENDOR LIST***Construction / Construction Services***PRE-SOLICITATION CONFERENCE FOR PROGRAM AND PROJECT MANAGEMENT SERVICES FOR DESIGN BUILD PROJECTS**

The New York City Department of Design and Construction (DDC) invites you to attend a Pre-Solicitation Conference, on Tuesday, September 18th, 2018, at 10:00 A.M., in DDC's Atrium, located on the First Floor, at 30-30 Thomson Avenue, Long Island City, NY 11101. DDC, intends to issue a Request for Proposals (RFP), to obtain proposals for program and project management consulting services to assist DDC in developing and implementing a program for the administration and management of Design-Build projects procured, in accordance with the New York City Rikers Island Jail Complex Replacement Act (Projects). For further details, please visit the following link, on DDC's website, to view the Letter of Intent: <https://www.ddcanywhere.nyc.gov/DesignBuild/>. Please click the following link for registration information: <https://www.eventbrite.com/e/pre-solicitation-conference-off-rikers-program-tickets-49334112659>.

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, 4th Floor, Long Island City, NY 11101. Anna Zardiashvili (718) 391-1297; Fax: (718) 391-1886; zardiashvilia@ddc.nyc.gov

a27-s17

AGENCY CHIEF CONTRACTING OFFICER**SOLICITATION***Construction / Construction Services*

MIND-BUILDERS CREATIVE ARTS CENTER-EXTERIOR RENOVATION-BOROUGH OF THE BRONX - Competitive Sealed Bids - PIN#85018B0141 - Due 10-5-18 at 2:00 P.M.

PROJECT NO.: PV266-EXT/DDC PIN: 8502018PV0010C

Bid Document Deposit-\$35.00 per Set-Company Check or Money Order Only-No Cash Accepted-Late Bids will not be accepted

There will be an Optional Pre-Bid Walk-Thru on Thursday, September 13, 2018, at 10:00 A.M., at the Creative Art Center, located at, 3415 Olinville Avenue, Bronx, NY 10467.

Special Experience Requirements

Bid documents are available at: <http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp>

This project is subject to Hire NYC

As of August 2017, the New York City Mayor's Office of Contract Services (MOCS), has launched the Procurement and Sourcing Solutions Portal (PASSPort), a new procurement system that will replace the paper - VENDEX process. All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract.

Since you have submitted a bid to New York City Department of Design and Construction, we are requesting that you create an account and enroll in PASSPort and file all disclosure information. Paper submissions, including Certifications of No Change to existing VENDEX packages will not be accepted in lieu of complete online filings. You can access PASSPort from the following link: http://www.nyc.gov/passport.

Companies certified by the New York City Department of Small Business Services as Minority- or Women- Owned Business Enterprises ("M/WBE") are strongly encouraged to submit a bid. This procurement is subject to Minority-Owned and Women-Owned Business Enterprises (MWBE) participation goals as required by Local Law 1 of 2013. All respondents will be required to submit an M/WBE Participation Plan with their response. For the MWBE goals, please visit our website, at http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp, see "Bid Opportunities". For a list of companies certified by the New York City Department of Small Business Services, please visit www.nyc.gov/buycertified. To find out how to become certified, visit www.nyc.gov/getcertified or call the DSBS certification helpline at (212) 513-6311.

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

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

Accessibility questions: Disability Services Facilitator (718) 391-2815, email at DDCEE0@ddc.nyc.gov, by: Monday, September 24, 2018, 5:00 P.M.

 a28

ENVIRONMENTAL PROTECTION

ENGINEERING DESIGN AND CONSTRUCTION

AWARD

Construction Related Services

CHEMICAL ADDITION FACILITY AT THE PLEASANTVILLE ALUM PLANT; GENERAL, UPSTATE NEW YORK - Competitive Sealed Bids - PIN#82618B0031001 - AMT: \$6,696,000.00 - TO: Jett Industries, Inc., PO Box 219, Route 7, Colliersville, NY 13747. Contract Number: CAT-213F-G

a28

HEALTH AND MENTAL HYGIENE

AWARD

Human Services/Client Services

FY2017 2666 TEEN OUTREACH REPRODUCTIVE CHALLENGE - BP/City Council Discretionary - PIN#17FN043801R0X00 - AMT: \$296,875.00 - TO: National Institute for Reproductive Health Inc., 14 Wall Street, Suite 3B, New York, NY 10005-2141.

a28

Services (other than human services)

DEVELOPMENT COMMUNITY PREPAREDNESS PUBLIC SECTOR NETWORKS - Request for Proposals - PIN#18AP007202R0X00 - AMT: \$450,000.00 - TO: New York Disaster Interfaith Services, 4 West 43rd Street, Suite 407, New York, NY 10036. ● **DELL WARRANTY RENEWAL** - Innovative Procurement - Other - PIN#IITD-19-1080-N00 - AMT: \$28,828.00 - TO: Corporate Computer Solutions Inc., 55 Halstead Avenue, Harrison, NY 10528.

a28

FINANCE

INTENT TO AWARD

Human Services/Client Services

NYC SUPPORT CENTER/NYC WELL – A TOLL-FREE MENTAL HEALTH HOTLINE - Negotiated Acquisition - Other - PIN#19AZ011301R0X00 - Due 9-10-18 at 10:00 A.M.

Pursuant to Section of 3-04 of the Procurement Policy Board Rules, the NYC Department of Health and Mental Hygiene, intends to enter into a Negotiated Acquisition with The Mental Health Association of New York City, Inc., dba Vibrant Emotional Health, to provide a mental health hotline that offers crisis and suicide prevention counseling,

behavioral health referrals, mobile crisis teams, follow-up support, brief counseling, and peer support. The hotline can be accessed via phone, text, or chat in different languages. The contract term will be from 1/1/2019 through 6/30/2019, with two (2) three-year renewal options.

Limited Pool; Agency has determined that only vendors previously awarded contracts through competitive process conducted by DOHMH's Master Administrator are eligible for award.

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.

Health and Mental Hygiene, 42-09 28th Street, 17th Floor, WS-17-85, Long Island City, NY 11101. Yau Cheung Tsang (347) 396-6661; Fax: (347) 396-6758; ytsang@health.nyc.gov

a24-30

AGENCY CHIEF CONTRACTING OFFICER

INTENT TO AWARD

Goods and Services

MAYOR'S NEIGHBORHOOD RAT REDUCTION (NRR)

INITIATIVE - Sole Source - Available only from a single source - PIN# 19EN022001R0X00 - Due 9-10-18 at 12:00 P.M.

DOHMH, intends to enter into a Sole Source agreement with Big Belly Solar Inc., to continue the Mayor's Neighborhood Rat Reduction (NRR) initiative. Through this initiative, DOHMH will purchase Big Belly Solar compacting litter receptacles, which includes maintenance, for the boroughs of Manhattan, Brooklyn, and Bronx to increase street and park cleanliness, which will reduce food availability to rats. DHOMH has determined that Big Belly Solar Inc. is the sole provider of the Bigbelly smart Waste and Recycling System and CLEAN monitoring software, which includes solar-powered compacting and non-compacting public space receptacles with data collection and monitoring capability for waste and recycling operations. Bigbelly has developed and maintains a portfolio of exclusive intellectual property and proprietary use rights, including: Patents – U.S. and international (both granted and pending), as well as, Copyrights and Trademarks. As the only distributor currently authorized to sell Bigbelly products to the Customer, Bigbelly is the Customer's only other source for procurement of the Bigbelly smart Waste and Recycling System and CLEAN monitoring software.

Any vendor who believes that they may also be able to provide these services, is welcome to submit an expression of interest via email. All questions and concerns should also be submitted via email.

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.

Health and Mental Hygiene, 42-09 28th Street, 17th Floor, Queens, NY 11101-4132. Marcella Napolitano (347) 396-6680; Fax: (347) 396-6759; mnapolitano@health.nyc.gov

a27-31

HOMELESS SERVICES

AWARD

Human Services/Client Services

PROVISION OF TRANSITIONAL RESIDENCE FOR HOMELESS FAMILIES AT SAMUEL D. PROCTOR RESIDENCE, 139-43 WEST 138TH STREET, NEW YORK, NY 10030 - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN#07110P0002218 - AMT: \$7,354,316.00 - TO: South Bronx Overall Economic Development Corporation, 370 East 179th Street, Bronx, NY 10457. Contract from 7/1/2018 to 6/30/2023. ● **SHELTER SERVICES FOR HOMELESS FAMILIES AT SAMMON BUILD CENTER, 2294-96 GRAND AVENUE, BRONX, NY 10468** - Renewal - PIN#07111P0002002R002 - AMT: \$4,421,826.00 - TO: Tolentine Zeiser Community Life Center Inc., 2345 University Avenue, Bronx, NY 10468-6102. Contract from 7/1/2018 to 6/30/2020.

a28

HOUSING AUTHORITY**PROCUREMENT****■ SOLICITATION***Goods and Services*

FINANCE MANUAL - Request for Proposals - PIN# 67300 - Due 9-26-18 at 2:00 P.M.

The New York City Housing Authority (NYCHA), by issuing this Solicitation, seeks proposals from accounting firms, to provide NYCHA's Finance Department with a high-quality Policies and Procedures Manual. The scope of services is detailed more fully within Section II of this Solicitation.

Prospective Proposers may submit, via email, written questions concerning this Solicitation to NYCHA's Coordinator Meddy Ghabaee, at meddy.ghabaee@nycha.nyc.gov, and copy Jacques Barbot, at Jacques.barbot@nycha.nyc.gov, by 2:00 P.M. on September 6, 2018. Questions submitted in writing must include the Proposer's name, the name, title, address, telephone number and email address of the individual to whom responses to the Proposer's question should be provided. All questions and answers will be published on NYCHA's online system iSupplier.

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

Proposer shall electronically upload a single .pdf containing its Proposal, which may not exceed 4G, into iSupplier. Instructions for registering for iSupplier can be found at <http://www1.nyc.gov/site/nycha/business/isupplier-vendor-registration.page>. After Proposer registers for iSupplier, it typically takes 24 to 72 hours for Proposer's iSupplier profile to be approved. It is Proposer's sole responsibility to leave ample time to complete iSupplier registration and submit its Proposal through iSupplier before the Proposal Submission Deadline. NYCHA is not responsible for delays caused by technical difficulty or caused by any other occurrence. NYCHA will not accept Proposals via email or facsimile. The submission of attachments containing embedded documents or proprietary file extensions is prohibited.

Each Proposer is required to submit one (1) signed original and six (6) copies of its Proposal package. In addition to the paper copies of the Proposal, Proposers shall submit one (1) complete and exact copy of the Proposal on CD-ROM or Flash drive in Microsoft Office (2010 version or later) or Adobe pdf format. If there are any differences between the signed original hardcopy and any of the other hardcopies (or the electronic copy of the Proposal), the material in the signed original hardcopy will prevail.

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

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

◀ a28

HOUSING PRESERVATION AND DEVELOPMENT**■ INTENT TO AWARD***Services (other than human services)*

ACQUISITION OF LANGUAGELINE CLARITY - MACROSIMPLIFICATION® - Sole Source - Available only from a single source - PIN# 8062019001746 - Due 9-11-18 at 5:00 P.M.

HPD intends to enter into a sole source negotiations, for acquisition of LanguageLine Clarity - Macrosimplification with Language Line Services Inc. Any firm who believes it could also provide this requirement, is invited to contact the provided HPD contact person.

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 Preservation and Development, 100 Gold Street, Room 8B06, New York, NY 10038. Gaurav Channan (212) 863-6140; channang@hpd.nyc.gov

a22-28

HUMAN RESOURCES**■ AWARD***Human Services/Client Services*

NON-RECRUITMENT ADVERTISING FOR FY 2019 - Renewal - PIN# 80614B0014001R001 - AMT: \$800,000.00 - TO: Miller Advertising Agency Inc., 220 West 42nd Street, 12th Floor, New York, NY 10036. This is to Procure Non-Recruitment Advertising Services.

◀ a28

OFFICE OF NEIGHBORHOOD STRATEGIES**■ AWARD***Human Services/Client Services*

STABILIZING NYC - Line Item Appropriation or Discretionary Funds - Specifications cannot be made sufficiently definite - PIN# 80618L0003001 - AMT: \$137,000.00 - TO: Asian Americans for Equality Inc., 2 Allen Street, 7th Floor, New York, NY 10002. Provision of Tenant Counseling Outreach and Referral Services.

◀ a28

HUMAN RESOURCES ADMINISTRATION**■ INTENT TO AWARD***Human Services/Client Services*

SERVICES TO PREVENT FAMILY HOMELESSNESS AND EVICTION - Negotiated Acquisition - Other - PIN# 09619N0001 - Due 8-31-18 at 2:00 P.M.

For Informational Purposes Only

HRA intends to enter into a Negotiated Acquisition, with the following six vendors under EPIN: 09619N0001 for a contract total of \$6,029,086.00. Contract Term: 10/1/2018 - 6/30/2020. The vendor names are listed below:

Bronxworks Inc.
Camba Inc.
Catholic Charities Community Service
Neighborhood Association for Intercultural Affairs Inc.
Queens Community House Inc.
The Partnership for the Homeless Inc.

Under this negotiated acquisition, the vendors will continue to provide services under the Family Homeless Eviction Prevention Supplement (FHEPS) program, until an RFP is released for families experiencing or at risk of homelessness, due to eviction and families who are experiencing or at risk of homelessness, due to domestic violence.

Vendors interested in responding to this or other future solicitations for these types of services, may express their interest by filing with the New York City Vendor Enrollment Center at (212) 857-1680, or via email at vendorenrollmen@cityhall.nyc.gov. For Human Service contracts go to <http://www.nyc.gov/html/hhsaccelerator/html/roadmap/roadmap.shtml>.

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.

Human Resources Administration, 4 WTC, 150 Greenwich Street, 37th Floor, New York, NY 10007. Jacques Frazier (929) 221-5554.

a24-30

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

DELL EQUIPMENT FOR NYC3 INCIDENT RESPONSE LAB - Innovative Procurement - Other - PIN# 20180200294 - AMT:

\$54,369.91 - TO: Mola Group Corp., 205 Tibbetts Road, Yonkers, NY 10705-2668. M/WBE Innovative Procurement.

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PARKS AND RECREATION

■ **VENDOR LIST**

Construction Related 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 construct 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 online at: <http://a856-internet.nyc.gov/nycvendoronline/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

j2-d31

■ **SOLICITATION**

Goods and Services

MACOMBS DAM PARK SNACK BAR, BRONX - Request for Proposals - PIN# X30-SB - Due 10-5-18 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, a RFP for the development, operation and maintenance of a snack bar and up to three (3) mobile food units, at Macombs Dam Park, in the borough of the Bronx.

There will be a recommended on-site proposer meeting and site tour on Wednesday, September 12, 2018, at 12:00 P.M. We will be meeting at the proposed concession site, which is located adjacent to the Yancey Track and Field comfort stations (See exhibit A of the RFP, Primary Snack Bar kiosk location), in front of the comfort stations. If you are considering responding to this RFP, please make every effort to attend this recommended meeting and site tour.

Hard copies of the RFP can be obtained, at no cost, commencing August 22, 2018, through September 28, 2018, between the hours of 9:00 A.M. and 5:00 P.M., excluding weekends and holidays, at the Revenue Division of the New York City Department of Parks and Recreation, which is located, at 830 Fifth Avenue, Room 407, New York, NY 10065. All proposals submitted in response to this RFP must be submitted by no later than Friday, September 28, 2018, at 3:00 P.M.

The RFP is also available for download, August 22, 2018, through September 28, 2018, at Parks' website. To download the RFP, visit www.nyc.gov/parks/businessopportunities, click on the link for "Concessions Opportunities at Parks" and, after logging in, click on the "download" link that appears adjacent to the RFP's description.

For more information related to the RFP, contact Glenn Kaalund, at (212) 360-1397, or via email: glenn.kaalund@parks.nyc.gov.

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

Accessibility questions: Glenn A Kaalund (212) 360-1397, by: Wednesday, September 26, 2018, 3:00 P.M.



a22-s5

CONTRACTS

■ **SOLICITATION**

Construction / Construction Services

RECONSTRUCTION OF SYNTHETIC TURF FIELDS - Competitive Sealed Bids - PIN# MG-718M - Due 9-21-18 at 10:30 A.M.

At Baruch Playground, Dewitt Clinton Park and Frederick Douglas Playground, Borough of Manhattan. Pre-Bid Meeting on: Thursday, September 13, 2018, Time: 11:30 A.M. Location: Olmsted Center Annex, Bid Room.

E-PIN# 84618B0258. This procurement is subject to participation goals for MBEs and/or WBEs, as required by Local Law 1 of 2013.

This contract is subject to Apprenticeship Requirements. Bid Security: Bid Bond in the amount of 10 percent of Bid Amount or Bid Deposit in the amount of 5 percent of Bid Amount. The Cost Estimate Range is: \$3,000,000.00 to \$5,000,000.00.

To request the Plan Holder's List, please call the Blue Print Room, at (718) 760-6576.

To manage your vendor name and commodity codes on file with the City of New York, please go to New York City's Procurement and Sourcing Solutions Portal (PASSPort), at <https://a858-login.nyc.gov/osp/a/t1/auth/saml2/sso>. To manage or update your email, address or contact information, please go to New York City's Payee Informational Portal, at <https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService>.

Bid documents are available for a fee of \$25.00 in the Blueprint Room, Room #64, Olmsted Center, from 8:00 A.M. to 3:00 P.M. The fee is payable by company check or money order to the City of New York, Parks and Recreation. A separate check/money order is required for each project. The company name, address and telephone number as well as the project contract number must appear on the check/money order. Bidders should ensure that the correct company name, address, telephone and fax numbers are submitted by your company/messenger service when picking up bid documents.

To manage your vendor name and commodity codes on file with the City of New York, please go to New York City's Procurement and Sourcing Solutions Portal (PASSPort), at <https://a858-login.nyc.gov/osp/a/t1/auth/saml2/sso>. To manage or update your email, address or contact information, please go to New York City's Payee Informational Portal, at <https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService>.

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, Room 64, Flushing Meadows-Corona Park, Flushing, NY 11368. Kylie Murphy (718) 760-6855; kylie.murphy@parks.nyc.gov

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REVENUE**■ SOLICITATION***Services (other than human services)***TENNIS FACILITY AT THE PARADE GROUND IN PROSPECT PARK** - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# B68-IT-2018 - Due 9-28-18 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, a significant Request for Proposals ("RFP") for the operation, maintenance, and management of a year-round tennis facility, at the Parade Ground in Prospect Park, Brooklyn.

There will be a recommended proposer site tour on Friday, September 14th, 2018, at 11:00 A.M. We will be meeting at the proposed concession site (Block # 5051 and Lot #1), which is located at, 50 Parkside Avenue, Brooklyn, NY 11226. 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 Friday, September 28th, 2018, at 3:00 P.M.

Hard copies of the RFP can be obtained, at no cost, commencing on Friday, August 17th, 2018 through Friday, September 28th, 2018, between the hours of 9:00 A.M. and 5:00 P.M., excluding weekends and holidays, at the Revenue Division of the New York City Department of Parks and Recreation, which is located at 830 Fifth Avenue, Room 407, New York, NY 10065.

The RFP is also available for download, on Friday, August 17th, 2018 through Friday, September 28th, 2018, on Parks' website. To download the RFP, visit <http://www.nyc.gov/parks/businessopportunities>, and click on the "Concessions Opportunities at Parks" link. Once you have logged in, click on the "download" link that appears adjacent to the RFP's description.

For more information or to request to receive a copy of the RFP by mail, prospective proposers may contact Eric Weiss, Project Manager, at (212) 360-3483, or at eric.weiss@parks.nyc.gov.

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: (917) 849-6639; eric.weiss@parks.nyc.gov

a17-30**M5-F-R-2018 RENOVATION, OPERATION AND MAINTENANCE OF A WATERFRONT RESTAURANT AT THE BATTERY, MANHATTAN** - Request for Proposals - PIN# M5-F-R-2018 - Due 10-1-18 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 a significant Request for Proposals ("RFP") for the renovation, operation and maintenance of a waterfront restaurant, at The Battery, Manhattan.

There will be a recommended On-Site Proposer Meeting and Site Tour on Friday, September 7, 2018, at 11:00 A.M. A second On-Site Proposer Meeting and Site Tour will be offered on Tuesday, September 18, 2018, at 11:00 A.M. We will be meeting at the proposed concession site (Block #3 and Lot #1), which is located at, The Battery and is accessible via South Street or State Street and Water Street. We will meet in front of the concession's main entrance, at the northwest side of the building. If you are considering responding to this RFP, please make every effort to attend one of these recommended meetings and site tours. All proposals submitted in response to this RFP must be submitted no later than Monday, October 1, 2018, at 3:00 P.M.

Hard copies of the RFP can be obtained, at no cost, commencing on August 21, 2018 through October 1, 2018, between the hours of 9:00 A.M. and 5:00 P.M., excluding weekends and holidays, at the Revenue Division of the New York City Department of Parks and Recreation, which is located at, 830 Fifth Avenue, Room 407, New York, NY 10065.

The RFP is also available for download, on August 21, 2018 through October 1, 2018, on Parks' website. To download the RFP, visit <http://www.nyc.gov/parks/businessopportunities>, and click on the "Concessions Opportunities at Parks" link. Once you have logged in, click on the "download" link that appears adjacent to the RFP's description.

For more information or to request to receive a copy of the RFP by mail, prospective proposers may contact Jocelyn Lee, Project Manager, at (212) 360-3407, or at jocelyn.lee@parks.nyc.gov.

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. Jocelyn Lee (212) 360-3407; jocelyn.lee@parks.nyc.gov

a21-s4**YOUTH AND COMMUNITY DEVELOPMENT****■ INTENT TO AWARD***Human Services/Client Services***CORRECTION: FY19 NEIGHBORHOOD DEVELOPMENT AREA ASSIGNMENT RENEWALS** - Renewal - PIN# 26019811206A - Due 8-29-18 at 9:00 A.M.

The Department of Youth and Community Development (DYCD), intends to assign at time of renewal to the contractors listed below for Neighborhood Development Area (NDA) services Citywide. The renewal is in accordance with Section 4-04 of the Procurement Policy Board Rules. The contractors will provide services to one of the high need NDA communities in the area of either Educational support for High School Youth, Adult Literacy, Healthy Families, Senior Services, Immigrant Services, Housing Services or Opportunity Youth to supported work experience. The term of the assignment at time of renewal, shall be for a two-year period from 7/1/18 to 6/30/20 with an additional option to renew for one year 7/1/20 - 6/30/21. Listed below are the pin numbers, contractor names, addresses and contract amounts:

26019831012A
The Children's Aid Society
711 Third Avenue, Suite 700
New York, NY 10017
\$74,400.00

26019841208A
Community Mediation Services, Inc.
89-64 163rd Street
Jamaica, NY 11432
\$172,200.00

26019841209A
Community Mediation Services, Inc.
89-64 163rd Street
Jamaica, NY 11432
\$74,400.00

26019821412A
Flatbush Development Corporation
1616 Newkirk Avenue
Brooklyn, NY 11226
\$257,162.00

26019821608A
Italian American Civil Rights League Canarsie Inc.
1460 Pennsylvania Avenue
Brooklyn, NY 11239
\$136,400.00

26019811206A
Southeast Bronx Neighborhood Center, Inc.
955 Tinton Avenue
Bronx, NY 10456
\$57,600.00

26019820206A
University Settlement Society of New York
184 Eldridge Street
New York, NY 10002-2924
\$128,980.00

26019841404A
Jewish Community Council of the Rockaway Peninsula Inc.
1525 Central Avenue
Far Rockaway, NY 11691
\$144,742.00

26019830908A
Mirabal Sisters Cultural and Community Center, Inc.
618 West 142nd Street
New York, NY 10031
\$166,952.00

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

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Youth and Community Development, 2 Lafayette Street, 14th Floor, New York, NY 10007. Renise Ferguson (646) 343-6320; acco@dycd.nyc.gov

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CONTRACT AWARD HEARINGS

NOTE: LOCATION(S) ARE ACCESSIBLE TO INDIVIDUALS USING WHEELCHAIRS OR OTHER MOBILITY DEVICES. FOR FURTHER INFORMATION ON ACCESSIBILITY OR TO MAKE A REQUEST FOR ACCOMMODATIONS, SUCH AS SIGN LANGUAGE INTERPRETATION SERVICES, PLEASE CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES (MOCS) VIA EMAIL AT DISABILITYAFFAIRS@MOCS.NYC.GOV OR VIA PHONE AT (212) 788-0010. ANY PERSON REQUIRING REASONABLE ACCOMMODATION FOR THE PUBLIC HEARING SHOULD CONTACT MOCS AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE HEARING TO ENSURE AVAILABILITY.



AGING

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Friday, September 7, 2018, at the Department for the Aging, 2 Lafayette Street, 4th Floor, Conference Room, Borough of Manhattan, commencing at 2:30 P.M. on the following:

IN THE MATTER OF the two (2) proposed contracts between the City of New York, Department for the Aging and the Contractors listed below, for the provision of Citywide services for the elderly. The contract term shall be from July 1, 2018 to June 30, 2019, with no renewal options. The contract amount and the Community District in which this program is located, are identified below.

Contractor/ Address	EPIN/PIN	Amount	Boro/CD
Vera Institute of Justice, Inc. 233 Broadway, 12 th Floor, New York, NY 10279	EPIN: 12519L0014001/ PIN: 12519DISC3BK	\$101,500	Bronx, Brooklyn and Manhattan, Borowide
Lenox Hill Neighborhood House, Inc. 331 East 70 th Street, New York, NY 10021	EPIN: 12519L0015001/ PIN: 12519DISC32J	\$117,284	Manhattan, Borowide

The proposed contract is being funded through discretionary funds, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the Office of the Department for the Aging, Contract Procurement and Support Services, 2 Lafayette Street, Room 400, New York, NY 10007, on business days, from August 28, 2018 to September 7, 2018, excluding holidays, from 10:00 A.M. to 4:00 P.M.

Anyone who wishes to speak at this Public Hearing should request to do so in writing. The written request must be received by the Agency within 5 business days after publication of this notice. Written request to speak should be sent to Erkan Solak, Agency Chief Contracting Officer, at the Department for the Aging (DFTA), 2 Lafayette Street, Room 400, New York, NY 10007. If DFTA receives no written requests to speak within the prescribed time, DFTA reserves the right not to conduct the Public Hearing.



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AGENCY RULES

BUILDINGS

■ NOTICE

NOTICE IS HEREBY GIVEN, pursuant to the authority vested in the Commissioner of the Department of Buildings by Section 643 of the New York City Charter and in accordance with Section 1043 of the Charter, that the Department of Buildings hereby adopts the amendments to Subchapter K of Chapter 3600 of Title 1 of the Official Compilation of the Rules of the City of New York, regarding capacity and loading of elevators.

This rule was first published on April 19, 2018 and a public hearing thereon was held on May 21, 2018.

Dated: 8/21/18 /s/
New York, NY Rick D. Chandler, P.E.
Commissioner

Statement of Basis and Purpose of Rule

The purpose of these rule amendments is to update requirements for the posting of information about elevator carrying capacity, and the detection and regulation of overloaded elevators.

The rule:

- adds a new requirement regarding posting of the number of persons permitted on a passenger elevator at one time;
- adds a new requirement that the weight required for a balanced load be indicated on the data plate; and
- adds a new rule regarding detection of overload on passenger and freight elevators.

The rule adds a new Section 3610-05 to Title 1 of the RCNY to update the provisions of Section 2.16 of American Society of Mechanical Engineers ("ASME") standard A17.1-2000, and to add requirements for the information provided on plates. Further, the rule adds language regarding detection of overload on passenger and freight elevators in order to improve public safety.

The Department of Buildings' authority for this rule is found in Sections 643 and 1043 of the New York City Charter and Section 28-103.19 of the New York City Administrative Code.

New material is underlined.

[Deleted material is in brackets.]

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

Subchapter K of Chapter 3600 of Title 1 of the Rules of the City of New York is amended by adding a new Section 3610-05, to read as follows:

§ 3610-05 Capacity and loading.

(a) New and altered elevator devices must comply with the requirements of this rule.

(b) Pursuant to Section 28-103.19 of the New York City Administrative Code, Sections 1.3 and 2.16 of American Society of Mechanical Engineers A17.1-2000, with supplements A17.1a-2002 and A17.1b-2003, as modified by Chapter K1 of Appendix K of the New York City Building Code, are amended to read as follows:

SECTION 1.3 DEFINITIONS

1.3 Add a new definition of "balanced load" as follows:

BALANCED LOAD. The amount of weight measured as a percentage of the car capacity that must be placed in the elevator such that the suspended load of the car side is equal to the suspended load of the counterweight side.

SECTION 2.16 CAPACITY AND LOADING

2.16.3.2 Information Required on Plates

Revise Section 2.16.3.2.1, and add a new Subsection (c) to Section 2.16.3.2.1, to read as follows:

2.16.3.2.1 Capacity plates must indicate the rated load of

the elevator in pounds or kilograms and pounds (see Appendix D). In addition, this plate or a separate plate must indicate

(a) the capacity lifting one-piece loads where the elevator conforms to 2.16.7;

(b) for freight elevators designed for Class C2 loading, the maximum load the elevator is designed to support while being loaded or unloaded (see 2.16.2.2.4(c)); and

(c) Calculated per Appendix D, the number of persons on passenger elevators and freight elevators permitted by 2.16.4 to carry passengers.

Add new Subsection (f) to Section 2.16.3.2.2 to read as follows:

(f) the weight required for balanced load

Add new Section 2.16.10 to read as follows:

2.16.10 Detection of Overload on Passenger Elevators and Freight Elevators Permitted by 2.16.4 to Carry Passengers.

Passenger elevators and freight elevators permitted by 2.16.4 to carry passengers must be designed with the means to detect if the load exceeds the rated capacity of the elevator. If an overload is detected, the elevator doors must reopen and remain open and a voice notification and visual signal must indicate that the car is overloaded.

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TAXI AND LIMOUSINE COMMISSION

■ NOTICE

Notice of Public Hearing and Opportunity to Comment on Proposed Rules

What are we proposing? The Taxi and Limousine Commission is considering changing its rules regarding driver income and vehicle lease transparency.

When and where is the hearing? The Commission will hold a public hearing on the proposed rule. The public hearing will take place at 10:00 A.M. on October 3, 2018. The hearing will be in the hearing room at 33 Beaver Street, 19th Floor, New York, NY 10004.

The hearing room is wheelchair accessible and CART will be provided in the meeting room.

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

- **Mail.** You can mail written comments to the Taxi and Limousine Commission, Office of Legal Affairs, 33 Beaver Street, 22nd Floor, New York, NY 10004.
- **Fax.** You can fax written comments to the Taxi and Limousine Commission, Office of Legal Affairs, at (212) 676-1102.
- **Email.** You can email written comments to tlcrules@tlc.nyc.gov.
- **Website.** You can submit comments to the Taxi and Limousine Commission through the NYC rules website, at www.nyc.gov/nycrules.
- **By speaking at the hearing.** Anyone who wants to comment on the proposed rule at the public hearing must sign up to speak. You can sign up before the hearing by calling (212) 676-1135. You can also sign up in the hearing room before the hearing begins. You can speak for up to three minutes.

Is there a deadline to submit written comments? Yes, you must submit written comments by September 28, 2018.

What if I need assistance to participate in the hearing?

You must tell the Office 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 (212) 676-1135. Advance notice is requested to allow sufficient time to arrange the accommodation. Please tell us by September 28, 2018.

Can I review the comments made on the proposed rules? 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 Office of Legal Affairs.

What authorizes the Commission to make this rule? Sections 1043 and 2303 of the City Charter and Section 19-503 of the City Administrative Code authorize the Commission to make this proposed rule. This proposed rule was not included in the Commission's regulatory agenda for this Fiscal Year because it was not contemplated when the Commission published the agenda.

Where can I find the Commission's rules? The Commission's rules are in Title 35 of the Rules of the City of New York.

What laws govern the rulemaking process? The Commission 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 RULES

On Tuesday, August 14, 2018, Mayor de Blasio signed into law legislation that mandates these proposed rules. Intro 890-B reiterates the Agency's authority to establish a driver pay floor and Intro 144-B provides the same support for the Agency's authority to require the provision of certain data from for-hire vehicle (FHV) service providers. The proposed rules would provide protections relating to income and financial transparency to For-Hire-Vehicle (FHV) drivers and yellow taxi drivers.

FHV Drivers

As the number of Taxi & Limousine Commission (TLC) FHV drivers has grown by more than 80 thousand since 2014, drivers are working longer hours for fewer trips and less pay, while bearing a significant share of the expenses for providing for hire service. Over 80,000 drivers now drive for the four largest FHV companies in New York City, which operate through the apps Uber, Lyft, Gett/Juno, and Via (collectively the "Largest FHV Companies"). These four companies account for over 75% of FHV trips. Despite economic success of these companies, reflected in the massive growth in the number of trips in recent years from roughly 42 million trips in 2015 to nearly 159 million trips in 2017, the majority of drivers have not seen an increase in income.

Driver Earnings. Based on six hours of testimony provided during the April 2017 TLC Commission hearing on driver income and expenses, meetings with industry stakeholders, including driver groups, and a TLC survey of drivers, the TLC determined that driver earnings are falling. In response to this growing evidence of declining driver pay, TLC commissioned two labor economists from the Center for New York City Affairs at the New School and the University of California, Berkeley, respectively, to study the economics of New York City's FHV industry, including driver income and earnings ("the Report"), which is available at <http://www.centernyc.org/an-earnings-standard/>.

Using driver earnings data from the Largest FHV Companies, the report found that FHV driver median earnings declined by almost \$3.00 per hour from \$25.78 in September of 2016 to \$22.90 in October of 2017, a decrease of 11.17%. Eighty-five percent of these drivers are earning less than the equivalent of the \$15.00 minimum wage (which was determined to be \$17.22 to account for the fact that Largest FHV Companies treat these drivers as independent contractors and therefore, unlike employees, drivers are responsible for additional payroll taxes and do not receive paid time off).

Driver Expenses. As currently structured, the Largest FHV Companies' business model involves significant financial investment and risk on the part of drivers. The FHV Companies do not pay for the expenses of purchasing, leasing or operating a vehicle and most do not pay for labor outside of trips, i.e. while idle waiting for a dispatch, but these costs are substantial. From 2015-2017, over 30,000 vehicles with the current or prior model year were licensed as FHV's. At a purchase price of \$25,000 – roughly the market price of a Toyota Camry, the most common vehicle used for-hire – that amounts to \$750,000,000 drivers have invested purchasing new cars before any financing is taken into account. Also, because companies classify drivers as independent contractors and not employees, they avoid common employer requirements such as paid time off, health care, and collective bargaining.

A significant portion of each fare drivers receive must go toward covering their vehicle costs and other expenses. The average cost for a driver to license, register, and operate a 2017 Toyota Camry is at least \$400 per week, adding up to over \$20,000 per year. Unlike drivers in other markets, these are vehicle expenses many drivers would not have were they not driving for hire. Eighty percent of drivers took on the significant cost of car ownership and maintenance mainly to earn a living by driving. In New York City, the majority of TLC-licensed drivers drive for over 30 hours per week. Sixty-five percent of drivers work full time and 54 percent are the primary earner in their household.

The Report confirmed the need for action to protect drivers against further decreases in their earnings. To reverse the trends of declining earnings and trips per driver, the proposed rules address pay per trip as a function of both expenses and compensation, as well as how often drivers are on a trip per working hour, a factor referred to as utilization.

The commission hearing and stakeholder input also underscored the need for more transparency in the financial relationships among FHV drivers, vehicle owners, and bases. This need is also reflected in the proposed rules.

Proposed Driver Pay Rules. TLC is proposing rules to protect driver earnings. The proposed driver earnings policy is as follows:

- **Minimum Per-trip Payment Formula.** TLC's proposed rules would establish a minimum per-trip payment formula to provide drivers a minimum take-home pay after covering their expenses and taking into account drivers' time, both time spent driving passengers, and time spent waiting for a dispatch and then traveling to pick up passengers. These two latter factors will be considered a base's Utilization Rate, and calculated by dividing the total amount of time drivers spend transporting passengers on trips dispatched by the base by the total amount of time drivers are available to accept dispatches from the base.
- The proposed policy would establish a means for determining the minimum amount the Largest FHV Companies must pay a driver per trip. This would result in estimated typical gross hourly earnings before expenses of at least \$25.76 per hour. The minimum driver pay would be determined using one of the below formulas, developed with both the expenses of non-accessible vehicles (non-WAVs) and the higher expenses of wheelchair-accessible vehicles (WAVs) in mind. The non-WAV formula would apply to trips performed in vehicles that are not equipped to transport passengers in wheelchairs (non-WAVs), and the WAV formula would apply to trips performed in vehicles equipped to transport passengers in wheelchairs (WAVs):

$$\text{Non-WAV Per Trip Driver Pay} = \left(\frac{\$0.580 \times \text{Trip Miles}}{\text{Company Utilization Rate}} \right) + \left(\frac{\$0.287 \times \text{Trip Minutes}}{\text{Company Utilization Rate}} \right) + \text{Shared Ride Bonus}$$

$$\text{WAV Per Trip Driver Pay} = \left(\frac{\$0.803 \times \text{Trip Miles}}{\text{Company Utilization Rate}} \right) + \left(\frac{\$0.287 \times \text{Trip Minutes}}{\text{Company Utilization Rate}} \right) + \text{Shared Ride Bonus}$$

- **Sample Calculation.** For an unshared, non-WAV trip that is 7.5 miles and 30 minutes long at the current industry-wide average utilization of 58%, you would see the following result:

$$\left(\frac{\$0.580 \times 7.5 \text{ miles}}{.58 \text{ Utilization}} \right) + \left(\frac{\$0.287 \times 30 \text{ Minutes}}{.58 \text{ Utilization}} \right) = \$22.34$$

Alternatively, for the same trip in an unshared, non-WAV dispatched by a base with a utilization of 70%, you would see the following result:

$$\left(\frac{\$0.580 \times 7.5 \text{ miles}}{.70 \text{ Utilization}} \right) + \left(\frac{\$0.287 \times 30 \text{ Minutes}}{.70 \text{ Utilization}} \right) = \$18.51$$

- **Covering Driver Expenses and Ensuring Minimum Compensation.** The non-WAV formula requires a minimum payment of \$0.580 for each mile of a trip, divided by a company-specific utilization rate, to cover a typical driver's expenses, such as vehicle purchase or lease, fuel, maintenance and insurance. Given their higher purchase and operating costs, wheelchair-accessible vehicles have a higher per mile rate of \$0.803 divided by a company-specific utilization rate. The formula also requires a minimum payment of \$0.287 for each minute the driver spends transporting passengers, divided by a company-specific utilization rate, to ensure a minimum compensation after expenses taking into account working time spent without a passenger. For a typical non-WAV driver, this results in gross earnings of \$25.76 per hour and net income of \$17.22 per hour after expenses. This figure is the equivalent of \$15 per hour for a regular employee. The additional \$2.22 accounts for the 7.65 percent (\$1.32 per hour) drivers must pay in payroll taxes (covered by employers for their employees) plus 6 percent (\$0.90 per hour) for paid time off (representing the average time off compensation value as a share of a transportation industry worker's overall compensation according to the U.S. Bureau of Labor Statistics).
- **Driver Utilization.** The proposed rules would also account for the percentage of a driver's on-duty time that is spent with a passenger in their car, or utilization. The per-mile and per-minute driver expense and compensation rates would be tailored to each of the Largest FHV Companies based on how frequently each company sends trips to their drivers while they are available to work. The companies with lower utilization rates would be required to pay higher driver compensation per trip to offset the time their drivers are waiting for a dispatch. The TLC will assess the driver utilization of each of the Largest FHV Companies on a regular basis and adjust and make public the company's per-mile and per-minute driver compensation rates accordingly.
- **Shared Rides.** Drivers often do not benefit financially from providing shared rides; the 40 percent of drivers with the lowest estimated hourly earnings disproportionately provide shared rides. To compensate drivers for the additional time and customer service required to provide efficient for-hire service, each pick-up for a shared ride would entitle the driver to a Shared Ride Bonus, in addition to minimum mile and minute rates. The TLC will set the Shared Ride Bonus value and post it on the TLC's website after analyzing driver income and expenses for shared rides and the occupancy rates for vehicles performing shared rides.

Scope of Driver Pay Rules. The proposed rules would apply to the Largest FHV Companies, defined as bases operating under the same "doing business as" name, dispatching at least 10,000 trips per day. In 2016 and 2017, the four Largest FHV Companies accounted for more than 75 percent of all FHV trips, providing more than 400,000

average daily trips as a group in 2017. In comparison, the highest total for the fifth largest FHV company was fewer than 3,000 average daily trips. The Largest FHV Companies' fleets also work with significantly more vehicles than their smaller competitors. Large companies have achieved the economies of scale that enable them to make the financial, operational or other adjustments necessary to accommodate the driver earnings policy proposed in these rules.

Impact of Driver Pay Rules. In addition to their analysis of TLC data, the labor economists retained by TLC conducted a prospective economic impact analysis of the proposed per trip payment formula and determined that this policy would benefit drivers with minimal disruption to passengers. This policy is expected to lead to an effective raise for over 68,000 of the drivers working for the Largest FHV Companies. The bottom 25% of drivers earned \$13.16 or less per hour after expenses in 2017, meaning a quarter of drivers (about 15,000) would receive at least an average \$4.00 per hour raise with this new policy. The next quartile would receive at least an additional \$3.00 per hour on average. The policy would result in an average 22.5 percent increase in take-home pay or about \$6,345 annually per driver, or from \$14.06 net per hour to \$17.22 net per hour. After an hour of work, typical gross earnings would be about \$25.76. Typical earnings after expenses would be \$17.22 per hour.

Enforcement. To enforce these proposed rules, TLC will investigate and prosecute driver complaints and audit trip records on a regular basis. TLC will require the Largest FHV Companies to submit additional information on driver pay, passenger fares, driver working time, and trip distance to facilitate these audits and inform future policymaking. The Largest FHV Companies will also be required to provide driver receipts that list the applicable per-minute and per mile rates, the number of miles for each trip and the number of minutes for each trip so that drivers can determine whether they were paid at least the minimum amount required by this rule.

Expanding Pay and Expense Transparency. TLC rules have long included transparency requirements for financial transactions between drivers and yellow taxi owners. These requirements provide yellow taxi drivers the information to understand all charges a fleet may impose and allow TLC to effectively investigate allegations of fleet overcharges.

Specifically, the TLC's Driver Protection Unit regularly receives transparency and fairness-related complaints from taxi drivers that can be addressed with existing rules. These complaints frequently concern vehicle owners failing to return vehicle security deposits, vehicle owners and fleets charging fees not clearly listed in driver leases or agreements, and vehicle owners and fleets not providing a clear explanation of earnings and fees on written receipts. Relying on the taxi owner rules set forth in Chapter 58, the Driver Protection Unit has successfully enforced taxi driver rights to transparency and fairness with prosecutions resulting in over \$2.5 million in restitution for drivers who did not receive money that they were due.

These protections do not currently exist in the FHV sector, and TLC's Driver Protection Unit does not always have the legal tools available to address valid concerns brought to them by FHV drivers.

Proposed Rules to Expand Financial Transparency for Drivers. TLC is proposing rules setting requirements for all FHV bases and all FHV vehicle owners that would ensure transparency for FHV drivers in these financial relationships. The transparency rules will apply to all FHV bases, regardless of size.

For vehicle owners who lease their FHV, the proposed rules require:

- Leases be written in plain language
- Leases specify all costs to drivers
- Where the owner of the vehicle is a different person than the driver of the vehicle, the rules require that the owners pay drivers' earnings in a timely manner
- Owners provide drivers with receipts itemizing all payments, deductions and charges
- Owners maintain for three years records of their financial relationship with drivers.

For FHV base owners, the proposed rules require:

- Agreements with drivers and FHV owners be written in plain language
- Agreements specify all costs to drivers and vehicle owners
- Bases provide an itemized breakdown of how much the driver earned and how much the driver's passenger fares amounted to, as well as all driver expense information available to the base
- Bases provide requisite 1099 forms that include the total mileage for trips covered by the Form 1099-K
- Bases pay driver earnings in a timely manner
- Bases provide drivers and vehicle owners with receipts itemizing all payments, deductions and charges
- Bases maintain for three years all records of their financial relationship with drivers and vehicle owners.

Taxi Drivers

Expanding Taxi Driver Pay Protections. TLC also received feedback from yellow and green taxi drivers about their income and expenses. TLC is proposing several changes to rules related to yellow and green taxi operation to increase existing driver income protections in that sector. For example, the proposed amendments to TLC’s credit card processing rules reduce from \$11 to \$7, the daily maximum credit card surcharge that fleets could charge, which could save a full-time driver more than \$1000 per year. Other proposed changes provide greater financial transparency, opportunities for additional trips and higher incentives, such as an increase of all Accessible Dispatch fee payments, as well as expanded financial restitution.

Specifically, the proposed rules:

- Reduce the maximum amount taxi lessors may charge taxi lessees for credit card processing
- Allow TLC to update the per-trip Accessible Dispatch Fee payable to drivers of accessible vehicles more regularly via TLC’s website, making it easier to increase the fees
- Require pro-rated leases when taxis are unavailable through no fault of the driver and allow taxi lessors to offer pro-rated leases for shifts under 12 hours
- Eliminate the prohibition against e-hailing yellow taxis at JFK and LaGuardia airports
- Protect green taxi vehicle owners from retaliation for making complaints against green taxi license owners
- Require vehicle owners to compensate drivers for the cost of damage to the taxi that the driver paid to the vehicle owner when the owner was later reimbursed through a separate source
- Remove any possible discrepancy from the fare total displayed on the taximeter with the fare total displayed on the Passenger Information Monitor display in the back of the vehicle by requiring taximeters to display the total sum of the fare at the end of trip to reduce confusion for drivers and passengers
- Afford mandatory restitution to taxi drivers for situations in which the driver has leased a taxi from a lessor and where that lessor failed to meet the terms of the lease and that failure led to additional expenses for the taxi driver. That restitution would be mandated in addition to any fines that were also assessed against the vehicle lessors for the underlying rule violation.

To provide additional financial transparency for drivers entering into a conditional purchase agreement for a taxi medallion vehicle pursuant to TLC rule 58-21(c)(4), the proposed rules also:

- Require that such agreements specify the purchase price of the vehicle and the total itemized cost, including interest and fees, payable to the owner or agent, based on the payment terms contained therein;
- Provide restitution as a remedy, in addition to the existing penalty, when drivers are charged a security deposit in excess of the amount permitted by TLC rules; and
- Provide restitution as a remedy, in addition to the existing penalty, when security deposits are not returned to drivers as required by TLC rules.

TLC’s authority for these rules is found in Section 2303 of the New York City Charter and Section 19-503 of the New York City Administrative Code.

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

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

Section 1. The definition of “Dispatch Fee” in Section 51-03 of Title 35 of the Rules of the City of New York is amended to read as follows:

Dispatch Fee is the fee payable to the Driver of an Accessible Taxicab, according to the Dispatch Fee schedule, for completing or attempting to complete a trip dispatched by the Accessible Taxi Dispatcher. The Dispatch Fee schedule, including cancellation fees and passenger no-show fees, will be determined by the Commission, and posted on the Commission’s website, every six months based on a review of available funds and the Accessible Taxi Dispatcher’s service rates.

[The Dispatch Fee is based on the distance travelled by the Driver between acceptance of the trip dispatch and arrival at the Passenger pickup location. The Dispatch Fee will compensate the Driver for the distance travelled to the Passenger location, as well as time spent waiting for and assisting the Passenger into and out of the vehicle, assumed to be an average of ten minutes, paid at the existing Rates of Fare for time.

Any tolls incurred by the driver in traveling to the pickup location will be added to the Dispatch Fee, at EZ-Pass rates and following the routing provided by the Accessible Taxi Dispatcher. The Dispatch Fee will be calculated based on the location of Passenger pickup, following the schedules below:

For trips with a Passenger pickup location in Manhattan:

Maximum Distance (miles)	Dispatch Fee
Up to 0.5	\$10.00
0.5 - 1	\$15.00
1 - 1.5	\$20.00
1.5 – 2	\$25.00
More than 2	\$30.00
Passenger No-Show	Fee above plus \$5.00
Cancellation Fee	Fee above minus \$5.00
Necessary Tolls	Added to fee above at EZ-Pass rate

For trips with a Passenger pickup location outside of Manhattan:

Maximum Distance (miles)	Dispatch Fee
Up to 0.5	\$6.00
0.5 – 1	\$10.00
1 – 2	\$12.50
2 – 3	\$15.00
3 – 5	\$20.00
More than 5	\$25.00
Passenger No-Show	Fee above plus \$5.00
Cancellation Fee	Fee above minus \$5.00
Necessary Tolls	Added to fee above at EZ-Pass rate

The \$5 Passenger No-Show Fee applies if the Passenger does not appear at the pickup location within ten minutes of driver’s arrival for on-demand trips or within ten minutes of the scheduled pickup time for reservation trips.

The Cancellation Fee applies if the Passenger cancels the trip after the Driver has traveled more than 0.5 miles to the Passenger pickup location following acceptance of the trip. The Cancellation Fee will be calculated by subtracting \$5.00 from the appropriate Dispatch Fee for the distance traveled by the Driver at the time of cancellation.

Example: The Driver of a Taxi making a trip of more than 2 miles to pick up a Passenger and the Passenger cancels the trip after the Driver has traveled at least half a mile will receive a net Dispatch Fee of \$25.00 (\$30.00 less the \$5.00 Cancellation Fee).

A Driver will not be entitled to collect more than two combined Cancellation and No-Show Fees in any Monday through Sunday weekly period.]

Section 2. Subdivision (e) of Section 53-03 of Title 35 of the Rules of the City of New York is amended to read as follows:

- (e) *Dispatch Fee.* The “Dispatch Fee” is the fee payable to the Driver of an Accessible Vehicle, according to the Dispatch Fee schedule, for completing or attempting to complete a trip dispatched by the Accessible Taxi Dispatcher. The Dispatch Fee schedule, including cancellation fees and passenger no-show fees, will be determined by the Commission, and posted on the Commission’s website, every six months based on a review of available funds and the Accessible Taxi Dispatcher’s service rates. [The Dispatch Fee is based on the distance travelled by the Driver between acceptance of the trip dispatch and arrival at the Passenger pickup location. The Dispatch Fee will compensate the Driver for the distance travelled to the Passenger location, as well as time spent waiting for and assisting the Passenger into and out of the vehicle, assumed to be an average of ten minutes, paid at the existing Rates of Fare for time.

Any tolls incurred by the driver in traveling to the pickup location will be added to the Dispatch Fee, at EZ-Pass rates and following the routing provided by the Accessible Taxi Dispatcher. The Dispatch Fee will be calculated based on the location of Passenger pickup, following the schedules below:

For trips with a Passenger pickup location in Manhattan:

Maximum Distance (miles)	Dispatch Fee
Up to 0.5	\$10.00

0.5 - 1	\$15.00
1 - 1.5	\$20.00
1.5 - 2	\$25.00
More than 2	\$30.00
Passenger No-Show	Fee above plus \$5.00
Cancellation Fee	Fee above minus \$5.00
Necessary Tolls	Added to fee above at EZ-Pass rate

For trips with a Passenger pickup location outside of Manhattan:

Maximum Distance (miles)	Dispatch Fee
Up to 0.5	\$6.00
0.5 - 1	\$10.00
1 - 2	\$12.50
2 - 3	\$15.00
3 - 5	\$20.00
More than 5	\$25.00
Passenger No-Show	Fee above plus \$5.00
Cancellation Fee	Fee above minus \$5.00
Necessary Tolls	Added to fee above at EZ-Pass rate

The \$5 Passenger No-Show Fee applies if the Passenger does not appear at the pickup location within ten minutes of driver's arrival for on-demand trips or within ten minutes of the scheduled pickup time for reservation trips.

The Cancellation Fee applies if the Passenger cancels the trip after the Driver has traveled more than 0.5 miles to the Passenger pickup location following acceptance of the trip. The Cancellation Fee will be calculated by subtracting \$5.00 from the appropriate Dispatch Fee for the distance traveled by the Driver at the time of cancellation.

A Driver will not be entitled to collect more than two combined Cancellation and No-Show Fees in any Monday through Sunday weekly period.]

Section 3. Subdivision (h) of Section 58-03 of Title 35 of the Rules of the City of New York is amended to read as follows:

(h) Dispatch Fee is the fee payable to the Driver of an Accessible Taxicab, according to the Dispatch Fee schedule, for completing or attempting to complete a trip dispatched by the Accessible Taxi Dispatcher. The Dispatch Fee schedule, including cancellation fees, and passenger no-show fees, will be determined by the Commission, and posted on the Commission's website, every six months based on a review of available funds and the Accessible Taxi Dispatcher's service rates. [The Dispatch Fee is based on the distance travelled by the Driver between acceptance of the trip dispatch and arrival at the Passenger pickup location. The Dispatch Fee will compensate the Driver for the distance travelled to the Passenger location, as well as time spent waiting for and assisting the Passenger into and out of the vehicle, assumed to be an average of ten minutes, paid at the existing Rates of Fare for time.

Any tolls incurred by the driver in traveling to the pickup location will be added to the Dispatch Fee, at EZ-Pass rates and following the routing provided by the Accessible Taxi Dispatcher. The Dispatch Fee will be calculated based on the location of Passenger pickup, following the schedules below:

For trips with a Passenger pickup location in Manhattan:

Maximum Distance (miles)	Dispatch Fee
Up to 0.5	\$10.00
0.5 - 1	\$15.00
1 - 1.5	\$20.00
1.5 - 2	\$25.00
More than 2	\$30.00
Passenger No-Show	Fee above plus \$5.00
Cancellation Fee	Fee above minus \$5.00
Necessary Tolls	Added to fee above at EZ-Pass rate

For trips with a Passenger pickup location outside of Manhattan:

Maximum Distance (miles)	Dispatch Fee
Up to 0.5	\$6.00
0.5 - 1	\$10.00
1 - 2	\$12.50
2 - 3	\$15.00
3 - 5	\$20.00
More than 5	\$25.00
Passenger No-Show	Fee above plus \$5.00
Cancellation Fee	Fee above minus \$5.00
Necessary Tolls	Added to fee above at EZ-Pass rate

The \$5 Passenger No-Show Fee applies if the Passenger does not appear at the pickup location within ten minutes of driver's arrival for on-demand trips or within ten minutes of the scheduled pickup time for reservation trips.

The Cancellation Fee applies if the Passenger cancels the trip after the Driver has traveled more than 0.5 miles to the Passenger pickup location following acceptance of the trip. The Cancellation Fee will be calculated by subtracting \$5.00 from the appropriate Dispatch Fee for the distance traveled by the Driver at the time of cancellation.

Example: The Driver of a Taxi making a trip of more than 2 miles to pick up a Passenger and the Passenger cancels the trip after the Driver has traveled at least half a mile will receive a net Dispatch Fee of \$25.00 (\$30.00 less the \$5.00 Cancellation Fee).

A Driver will not be entitled to collect more than two combined Cancellation and No-Show Fees in any Monday through Sunday weekly period.]

Section 4. Subdivision (a) of Section 58-21 of Title 35 of the Rules of the City of New York is amended by adding a new Paragraph (3), to read as follows:

(3) Written records required under this section must be provided to Driver and must be maintained in either a hard copy or electronic format.

Section 5. The penalty box of Paragraph (3) of Subdivision (b) of Section 58-21 of Title 35 of the Rules of the City of New York, prohibiting a charge to a Driver/lessee for the service and maintenance of a leased taxicab, is amended to read as follows:

\$58-21(b)	First violation \$500 Second and subsequent violations: \$1000 and/or suspension of the Medallion for up to 30 days. In addition to the penalty payable to the Commission, the administrative law judge [may] <u>must</u> order the owner to pay restitution to the driver, equal to the excess that was charged to the driver.	Appearance REQUIRED
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Section 6. Paragraph (1) of Subdivision (c) of Section 58-21 of Title 35 of the Rules of the City of New York is amended by adding a new Subparagraph (vii), to read as follows:

(vii) For a Driver with a daily lease operating under 58-21(c) (1)(i)(A)-(D), the lessor may offer pro-rated leases for shifts of under 12 hours. The lessor must pro-rate the lease if the vehicle is unavailable for use for any reason that is not the lessee's responsibility during any part of the 12 hour shift, including the return of the vehicle from the previous shift.

Section 7. Paragraph (2) of Subdivision (c) of Section 58-21 of Title 35 of the Rules of the City of New York is amended by adding a new Subparagraph (vii), to read as follows:

(vii) For a Driver with a daily lease operating under 58-21(c) (2)(i)(A)-(D), the lessor may offer pro-rated leases for shifts of under 12 hours. The lessor must pro-rate the lease if the vehicle is unavailable for use for any reason that is not the lessee's responsibility during any part of the 12 hour shift, including the return of the vehicle from the previous shift.

Section 8. Subparagraph (v) of Paragraph (4) of Subdivision (c) of Section 58-21 of Title 35 of the Rules of the City of New York is amended by adding a new clause (I), to read as follows:

- I. If the Driver does not opt to receive coverage for collisions and physical damage pursuant to G above, and a Medallion lessor or Agent receives compensation for damages to the vehicle incurred from an entity other than the Driver, any amount previously paid by the Driver as compensation for damages or paid by the Driver in order to repair damages to the vehicle must be refunded to the Driver.

Section 9. Subparagraph (xi) of Paragraph (5) of Subdivision (c) of Section 58-21 of Title 35 of the Rules of the City of New York is amended to read as follows:

- (xi) Credit Card Processing Surcharge for Leases entered into, pursuant to 58-21(c)(1), 58-21(c)(2), 58-21(c)(3), or 58-21(c)(4) of these Rules:
 - A. For daily leases under 58-21(c)(1) and 58-21(c)(2), an Owner of a Taxicab can charge a [\$11] \$7 surcharge per shift for credit card processing.
 - B. For weekly leases under 58-21(c)(1) [and] 58-21(c)(2), 58-21(c)(3), and 58-21(c)(4), an Owner of a Taxicab can charge a [\$66] \$49 surcharge per week for credit card processing.
 - C. For leases under 58-21(c)(3) and 58-21(c)(4), an Owner of a Taxicab can charge a \$132 surcharge per week for credit card processing.
 - D. Beginning on January 1, 2013, each June and December, the TLC will review the TPEP systems' data to determine average credit card usage per shift. The TLC will review only the data for shifts at least seven hours long. Payments made by credit card shall be the entire amount paid by the passenger, as determined from the TPEP records reviewed. If, under this review, the amount of the average credit card usage per daily shift exceeds \$200, the TLC will propose and support:

a rule seeking an adjustment to the Credit Card Surcharge for daily leases under 58-21(c)(1), 58-21(c)(2), 58-21(c)(3) and 58-21(c)(4) so that it is equivalent to 5% of the average credit card usage per shift for the preceding four months, rounded to the nearest whole dollar;

a rule seeking a similar adjustment to the Credit Card Surcharge for weekly leases under 58-21(c)(1) and 58-21(c)(2) by multiplying the per shift surcharge by six; and

a rule seeking a similar adjustment to the Credit Card Surcharge for Medallion-only and Medallion and Vehicle leases under 58-21(c)(3) and 58-21(c)(4) by multiplying the shift rate surcharge by twelve.

For example, if the average credit card usage per shift, using the criteria set forth above, is \$200, the per shift surcharge shall be \$10 (\$60 per week, \$120 per week for a lease under 58-21(c)(3) and (4)). If the average credit card usage per shift is \$240, the per shift surcharge shall be \$12 (\$72 per week, \$144 per week for a lease under 58-21(c)(3) and (4)).

- E. Upon enactment of any rule that changes the Credit Card Surcharge, the TLC will issue an industry notice setting forth the new Credit Card Surcharge.
- F. Notwithstanding the results of the review(s) above, the TLC will not adjust, propose, or seek an adjustment to Credit Card Surcharges to any amount less than \$10 for any daily lease entered into, pursuant to 58-21(c)(1), 58-21(c)(2), or less than \$60 for any weekly lease entered into, pursuant to 58-21(c)(1), 58-21(c)(2), or less than \$120 for any lease entered into pursuant 58-21(c)(3) and 58-21(c)(4), irrespective of the average credit card usage per shift.]

Section 10. The penalty box of Paragraph (7) of Subdivision (c) of Section 58-21 of Title 35 of the Rules of the City of New York, establishing the collective bargaining exception to the standard lease cap, is amended to read as follows:

§58-21(c)(7)	Fine: First violation: \$500 Second and subsequent violations; \$1,000 and/or suspension of the Medallion for up to 30 days. In addition to the penalty payable to the Commission, the ALJ [can] <u>must</u> order the Owner to pay restitution to the Driver, equal to the excess that was charged to the Driver or the extra fuel the driver had to pay for.	Appearance REQUIRED
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Section 11. The penalty box of Paragraph (3) of Subdivision (e) of Section 58-21 of Title 35 of the Rules of the City of New York, prohibiting an Owner from requiring a Driver to pay a summons written to the Owner as respondent, is amended to read as follows:

§58-21(e)(3)	Fine: First violation: \$250; Second violation: \$350; Third and subsequent violations \$500 and/or suspension of the Medallion for up to thirty days. In addition to the penalty payable to the Commission, the ALJ [can] <u>must</u> order the Owner to pay restitution to the Driver, equal to the excess that was withheld from the Driver, or equal to the amount that the Driver paid, at the requirement of the Owner, to satisfy any summons against the Owner.	Appearance REQUIRED
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Section 12. The penalty box of Paragraph (4) of Subdivision (e) of Section 58-21 of Title 35 of the Rules of the City of New York, prohibiting taxicab security deposits in excess of the lesser of one lease term or one weekly lease payment, is amended to read as follows:

§58-21(e)(4)	Fine: \$200 <u>In addition to the penalty payable to the Commission, the Hearing Officer must order the lessor to pay restitution to the Driver, equal to the amount charged to the Driver in violation of this rule.</u>	Appearance NOT REQUIRED
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Section 13. The penalty box of Paragraph (6) of Subdivision (e) of Section 58-21 of Title 35 of the Rules of the City of New York, requiring that taxicab security deposits be returned within 30 days of lease termination, is amended to read as follows:

§58-21(e)(6)	Fine: \$50 <u>In addition to the penalty payable to the Commission, the Hearing Officer must order the lessor to pay restitution to the Driver, equal to the amount not returned to the Driver in violation of this rule.</u>	Appearance NOT REQUIRED
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Section 14. The penalty box of Paragraphs (1) and (2) of Subdivision (f) of Section 58-21 of Title 35 of the Rules of the City of New York, requiring the Owner to pay the Driver for all non-cash payments, is amended to read as follows:

§58-21(f)(1)&(2)	Fine: \$100 In addition to the penalty payable to the Commission, the ALJ [may] <u>must</u> order the Owner to pay restitution to the Driver, equal to the cost to the Driver.	Appearance NOT REQUIRED
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Section 15. The penalty box of Paragraph (3) of Subdivision (f) of Section 58-21 of Title 35 of the Rules of the City of New York, prohibiting the Owner from withholding payments from any credit card pass-along, fees or charges, is amended to read as follows:

§58-21(f)(3)	Fine: First violation: \$200 Second violation: \$300 Third violation: \$500 In addition to the penalty payable to the Commission, the ALJ [may] <u>must</u> order the Owner to pay restitution to the Driver, equal to the excess amount that was charged to the Driver.	Appearance REQUIRED
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Section 16. Paragraph (1) of Subdivision (h) of Section 58-21 of Title 35 of the Rules of the City of New York is amended to read as follows:

- (1) Every Taxicab operating lease (including any amendments), must be in writing, and must be signed by the Owner (or a

person authorized to act on behalf of the Owner), and by the leasing Driver or Drivers. Electronic signatures are permissible for electronic leases.

Section 17. Paragraph (2) of Subdivision (i) of Section 58-21 of Title 35 of the Rules of the City of New York is amended to read as follows:

- (2) Costs covered by the lease. The lease must state the total lease amount, and must itemize that total cost, including:
 - (i) The amount of the lease that applies to the medallion and the amount, if any, that applies to the vehicle
 - (ii) The amounts, if any, of the security deposit
 - (iii) The gasoline surcharge if there is one
 - (iv) For leases under Paragraph 58-21(c)(4) of these Rules, the vehicle sales price and an itemized total of all other fees and costs to be paid before title to the vehicle will be passed to the Driver
 - (v) Any other costs that the Driver will be charged

Section 18. The penalty box of Paragraph (6) of Subdivision (i) of Section 58-21 of Title 35 of the Rules of the City of New York, requiring that each lease include information regarding deposits, is amended to read as follows:

§58-21(i)	Fine: First violation \$500 Second and subsequent violations: \$1000 and/or suspension of the Medallion for up to thirty days. In addition to the penalty payable to the Commission, the administrative law judge [may] <u>must</u> order the owner to pay restitution to the driver, equal to the excess or non-authorized charge that was charged to the driver.	Appearance REQUIRED
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Section 19. Title 35 of the Rules of the City of New York is amended by adding a new Section 59A-21, to read as follows:

§59A-21 Leasing a For-Hire Vehicle

- (a) A For-Hire Vehicle Owner may lease a Vehicle to a Driver, or otherwise make a Vehicle available to a Driver for use in exchange for compensation, for any period of time if the Owner complies with the provisions of this section.
 - (1) Written records required under this section must be provided to the Driver who is leasing or otherwise obtaining the use of the Vehicle and must be maintained in hard copy or electronically.
- (b) Lease Must Be in Writing.
 - (1) All leases, including any amendments, must be in writing and signed by the lessor and leasing Driver. Electronic signatures are permissible for electronic leases.
 - (2) A copy of the fully executed lease must be provided to the leasing Driver upon lease execution and upon the Driver's request.

§59A-21(b) (1-2)	Fine: \$500 per missing lease	Appearance NOT REQUIRED
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- (3) Terms. The lease must provide:
 - (i) The beginning date and time and ending date and time of the lease.
 - (ii) All costs and possible fees that may be charged by the lessor.
 - (A) For each cost and fee that will be charged, the lease must provide in clear and unambiguous language an explanation of the cost or fee.
 - (B) For each cost and fee that may be charged, the lease must provide in clear and unambiguous language an explanation of the conditions that will result in the imposition of such cost or fee.
 - (C) If a cancellation fee is included in the lease, the lease must specify the minimum prior notice that must be provided by Drivers to avoid the cancellation fee.
 - (D) The lease must specify if the Driver will be responsible for physical damage to the vehicle. However, if the lessor Owner receives compensation for damages to the Vehicle incurred from an entity other than the Driver, any amount previously paid by the Driver as compensation for damages must be refunded to the Driver.
 - (E) If the lease includes the conditional purchase of the Vehicle, the lease must provide the Vehicle sales

price and an itemized total of all other fees and costs to be paid before title to the Vehicle will be passed to the Driver.

- (F) If the lessor permits subleasing, all restrictions on subleases must be specified in the lease. These restrictions must include, at a minimum, that only Drivers with a Valid TLC License may sublease the Vehicle.
- (G) If a security deposit is included in the lease, the terms and costs of the security deposit must be specified in the lease, including all costs that may be reimbursed from the security deposit. The lease must provide the number of days after termination of the lease, not to exceed 30 days, when the lessor will return the security deposit.

- (4) Overcharges. Every lease must contain clearly legible notice that overcharging a Driver is prohibited by the Commission's Rules, and that complaints of overcharges may be made to the Commission or by calling 311.
- (5) RESERVED (limitations on costs and fees related to the lease of a For-Hire Vehicle)

§59A-21(b) (3-5)	Fine: First violation: \$500; Second and subsequent violations: \$1,000 and/or suspension for up to 30 days. In addition to the penalty payable to the Commission, the Hearing Officer must order the lessor to pay restitution to the Driver, equal to the amount charged to the Driver in violation of this rule.	Appearance REQUIRED
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(c) Fees Charged to Drivers.

- (1) A lessor may require payment of only those costs and fees provided in the lease. Requiring payment of costs and fees not provided in the lease is an overcharge.
- (2) A lessor cannot charge, request or accept a tip.
- (3) A lessor cannot require payment of a summons not written to the Driver, except the following summonses issued to the Vehicle Owner:
 - (i) Any parking tickets or red light violations issued during the lease if the Driver was provided an opportunity to dispute the ticket; and
 - (ii) Fines for violation of Rule 59B-26(a), provided that such fine was assessed because of the conduct of the Driver, and provided further the lessor is able to show that the Driver had notice of the inspection date, and provided further that the lease clearly states that inspection of the Vehicle as required by Rule 59B-26(a) is the responsibility of the Driver.

§59A-21(c) (1-3)	Fine: First violation: \$500; Second and subsequent violations: \$1,000 and/or suspension for up to 30 days. In addition to the penalty payable to the Commission, the Hearing Officer must order the lessor to pay restitution to the Driver, equal to the amount charged to the Driver in violation of this rule.	Appearance REQUIRED
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- (4) Vehicle Availability. The lease payment must be pro-rated if the Vehicle is unavailable for use during any part of the term of the lease for any reason that is not the lessor's responsibility.

§59A-21(c)(4)	Fine: First violation: \$500; Second and subsequent violations: \$1,000 and/or suspension for up to 30 days. In addition to the penalty payable to the Commission, the Hearing Officer must order the lessor to pay restitution to the Driver, equal to the amount charged to the Driver in violation of this rule.	Appearance REQUIRED
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(d) Driver Earnings.

- (1) Driver earnings received by the lessor must be remitted to the Driver. The lessor may only deduct costs and fees from the Driver's earnings if those costs and fees are specified in the lease as required in Subdivision (b) of this section and the lease further provides that such costs and fees will be withheld from the Driver's earnings.

§59A-21(d)(1)	Fine: First violation: \$200 Second violation: \$300 Third violation: \$500 In addition to the penalty payable to the Commission, the Hearing Officer must order the lessor to pay restitution to the Driver, equal to the amount owed to the Driver.	Appearance REQUIRED
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(2) Drivers must be paid earnings within one week of a trip's completion.

§59A-21(d)(2)	Fine: \$100 In addition to the penalty payable to the Commission, the Hearing Officer must order the lessor to pay restitution to the Driver, equal to the cost to the Driver.	Appearance NOT REQUIRED
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(e) Written Receipt. For every financial transaction completed under the lease or these Rules, the lessor must give a written receipt to the Driver.

- (1) The receipt must include the name of the Driver and the Vehicle license number.
- (2) The receipt must clearly state the following information with respect to the payment or deduction:
 - (i) The date;
 - (ii) The name of the recipient;
 - (iii) The amount and calculations showing how the amount was determined;
 - (iv) The purpose of the payment or deduction;
 - (v) The number of the section of this chapter or provision of the lease that authorizes the payment or deduction; and
 - (vi) For leases including the conditional purchase of the Vehicle, an accounting of the portion of each payment made under the lease that is devoted to the conditional purchase of the Vehicle, the cumulative amount paid towards the conditional purchase of the Vehicle, and the number of payments remaining.

§59A-21(e)	Fine: \$200 per missing receipt	Appearance REQUIRED
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(f) Records Maintenance. A lessor must maintain for a period of three years from the date a lease expires or is cancelled:

- (1) A copy of the executed lease and any lease amendments;
- (2) Records of all itemized earnings paid to Drivers;
- (3) Records of all itemized payments received from Drivers;
- (4) Records of all itemized security deposit withholdings; and
- (5) Records of all Drivers subleasing the Vehicle, including the dates and times of the sublease, the subleasing Drivers' names, DMV license number and TLC Driver License number.

§59A-21(f)	Fine: \$100 for each missing item	Appearance REQUIRED
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(g) Collective Bargaining Exception. The provisions of this section do not apply to lessors and Drivers whose business relationship is governed by the terms of a collective bargaining agreement.

Section 20. Subdivisions (b) through (t) of Section 59B-03 of Title 35 of the Rules of the City of New York are relettered Subdivisions (c) through (u), the previous Subdivision (u) is relettered Subdivision (x), and new Subdivisions (b), (v), and (w) are added, to read as follows:

(b) Base Agreement is any agreement or terms or conditions a Driver or Vehicle owner must accept or agree to in order to receive a dispatch from the For-Hire Base, any costs or fees the Driver or Vehicle owner must pay to a For-Hire Base, or any schedules or formulas used to calculate Driver or Vehicle owner earnings.

(v) Shared Ride Bonus refers to the dollar amount, set by the Commission, a Base subject to the minimum driver payment requirements of Section 59B-24(a) must pay a Driver for each separate pick up on a trip where a Passenger shares the Vehicle for part or all of the trip with a Passenger from a separately dispatched call. The Commission shall determine the Shared Ride Bonus dollar amount based on an analysis of Drivers' income and expenses for shared rides, average Vehicle occupancy, and any other factor the Commission determines is relevant for the

analysis. The Commission will assess, and post on its website, the Shared Ride Bonus every six (6) months.

(w) Utilization Rate refers to the percentage of time that Drivers who have made themselves available to accept dispatches from a Base spend transporting passengers on trips dispatched by the Base. A Base's Utilization Rate is calculated by dividing the total amount of time those Drivers spend transporting passengers on trips dispatched by the Base by the total amount of time Drivers are available to accept dispatches from the Base.

Section 21. Subdivision (n) of Section 59B-13 of Title 35 of the Rules of the City of New York is amended to read as follows:

(n) Retaliation.

- (1) A For-Hire Base must not retaliate against any Driver or Vehicle owner for making a good faith complaint against any [Owner] Base.
- (2) Retaliation will be broadly construed, and will include imposing any adverse condition or consequence on the Driver or Vehicle owner or withholding or withdrawing any beneficial condition or consequence from the Driver or Vehicle owner.

§59B-13(n)	Fine: \$1,000 plus restitution to the driver or vehicle owner for losses for the first violation and a fine of \$10,000 plus restitution to the driver or vehicle owner for the second violation within five years.	Appearance NOT REQUIRED
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Section 22. Section 59B-18 of Title 35 of the Rules of the City of New York is amended by adding new Subdivisions (f) and (g), to read as follows:

(f) Base Agreements.

- (1) Agreements Must Include All Terms. Any terms or conditions a Driver or Vehicle owner must accept or agree to in order to receive a dispatch from a For-Hire Base, any terms or conditions a Driver or Vehicle owner must accept or agree to in order to receive payment from a For-Hire Base or the entity designated by the For-Hire Base to process and disburse payments to Drivers and Vehicle owners, any costs a Driver or a Vehicle owner must pay a For-Hire Base, and any formulas used by a Base to calculate Driver or Vehicle owner earnings must be included in a Base Agreement that complies with the provisions of this subdivision.

(a) Written records required under this subdivision may be maintained in hard copy or electronically.

§59B-18(f)(1)	Fine: First violation: \$500; Second and subsequent violations: \$1,000 and/or suspension for up to 30 days. In addition to the penalty payable to the Commission, the Hearing Officer must order the Base to pay restitution to the Driver or Vehicle owner, equal to the amount charged to the Driver or Vehicle owner in violation of this rule.	Appearance REQUIRED
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(2) Base Agreement Must be in Writing.

- (i) All Base Agreements, including any amendments, must be in writing and signed by the Base and the Driver or Vehicle owner. Electronic signatures are permissible for electronic Base Agreements.
- (ii) A copy of the fully executed Base Agreement must be provided to the Driver and/or Vehicle owner.
- (iii) A Base Owner must ensure that all Base Agreements are maintained in accordance with Paragraph (6) of this subdivision and made available for inspection by Commission representatives during regular business hours.

§59B-18(f)(2)(i-ii)	Fine: \$500	Appearance NOT REQUIRED
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(iii) Terms. The Base Agreement must provide:

(A) All costs and fees that may be charged by the Base.

- (1) For each cost or fee that will be charged, the Base Agreement must provide in clear and unambiguous language an explanation of the cost or fee.

- (2) For each cost or fee that may be charged, the Base Agreement must provide in clear and unambiguous language an explanation of the conditions that will result in the imposition of such cost or fee.
- (B) An explanation of how the Driver's earnings will be calculated, including but not limited to a percentage of fares paid by passengers that will be forwarded to the Driver or a formula used by the Base.
- (C) All requirements the Driver or Vehicle must meet in order to receive a dispatch.
- (iv) Overcharges. Every Base Agreement must contain a clearly legible notice that overcharging a Driver or Vehicle owner is prohibited by the Commission's Rules, and that complaints of overcharges may be made in writing to the Commission or by telephone to 311.
- (v) Plain Language. Base Agreements must be written in clear and unambiguous language.

<u>§59B-18(f)(2)(iii-v)</u>	<u>Fine: First violation: \$500; Second and subsequent violations: \$1,000 and/or suspension for up to 30 days. In addition to the penalty payable to the Commission, the Hearing Officer must order the Base to pay restitution to the Driver, equal to the amount charged to the Driver in violation of this rule.</u>	<u>Appearance REQUIRED</u>
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(3) Driver Payments.

- (i) A Base may require payment of only those costs and fees specified in the Base Agreement. Requiring payment of costs and fees not specified in the Base Agreement is an overcharge.
- (ii) A Base cannot charge, request or accept a tip.
- (iii) A Base cannot require payment by a Driver of a summons not written to the Driver.

<u>§59B-18(f)(3)</u>	<u>Fine: First violation: \$500; Second and subsequent violations: \$1,000 and/or suspension for up to 30 days. In addition to the penalty payable to the Commission, the Hearing Officer must order the Base to pay restitution to the Driver, equal to the amount charged to the Driver in violation of this rule.</u>	<u>Appearance REQUIRED</u>
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(4) Driver Earnings.

- (i) A Base must remit all earnings to the Driver or Vehicle owner. A Base may only deduct costs and fees from the earnings if those costs and fees are specified in the Base Agreement as required in Paragraph (2) of this subdivision and the Base Agreement further provides that such costs and fees will be withheld from the earnings.

<u>§59B-18(f)(4)(i)</u>	<u>Fine: First violation: \$200 Second violation: \$300 Third violation: \$500 In addition to the penalty payable to the Commission, the Hearing Officer must order the lessor to pay restitution to the Driver, equal to the amount owed to the Driver.</u>	<u>Appearance REQUIRED</u>
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- (ii) Drivers must be paid earnings for every trip made by the Driver within one week of the trip's completion.

<u>§59B-18(f)(4)(ii)</u>	<u>Fine: \$100 In addition to the penalty payable to the Commission, the Hearing Officer must order the Base to pay restitution to the Driver, equal to the difference between what the Base paid the Driver and what the Driver actually earned.</u>	<u>Appearance NOT REQUIRED</u>
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(5) Written Receipts. For every financial transaction under the Base Agreement or these Rules, the Base must give a written receipt to the Driver or Vehicle owner.

- (i) The receipt must include, as applicable, the name of the Driver and the Vehicle license number subject to the Base Agreement.
- (ii) The receipt must clearly state the following information with respect to the payment or deduction:

- (A) The date;
 - (B) The name of the recipient;
 - (C) The amount;
 - (D) The purpose of the payment or deduction;
 - (E) The number of the section of this chapter or provision of the Base Agreement that authorizes the payment or deduction; and
 - (F) If the Base is subject to the minimum driver payment requirements of Section 59B-24(a), the applicable minimum per minute and per mile rates for the time period covered by the receipt.
- (iii) For Driver and Vehicle owner earnings, in addition to the items specified in Subparagraph (ii) of this Paragraph, the receipt must also include any calculation used to determine the earnings, including the per-trip minutes and miles for which the Driver is being paid and the number of shared rides subject to the Shared Ride Bonus provided in Section 59B-24(a)(3), if applicable. Such calculation must conform to the applicable policy, formula or schedule provided in the Base Agreement.

<u>§59B-18(f)(5)</u>	<u>Fine: \$200 per missing receipt.</u>	<u>Appearance REQUIRED</u>
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- (6) Records Maintenance. A Base must maintain for a period of three years from the date a Base Agreement expires or is cancelled or from the last trip dispatched to the Driver or Vehicle, whichever is later:
 - (i) A copy of the executed Base Agreement and any amendments;
 - (ii) Records of all itemized earnings paid to Drivers and Vehicle owners; and
 - (iii) Records of all itemized payments received from Drivers and Vehicle owners.

<u>§59B-18(f)(6)</u>	<u>Fine: \$100 for each missing item</u>	<u>Appearance REQUIRED</u>
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- (7) Form 1099-K. If a Base subject to Section 59B-24(a) is required to provide a Driver with a Form 1099-K, the Base must also provide the Driver:
 - (i) The total mileage for trips covered by the Form 1099-K, and
 - (ii) An itemization of the items deducted from the gross amount reported on the Form 1099-K
- (8) Collective Bargaining Exception. The provisions of this subdivision do not apply to Bases and Drivers whose business relationship is governed by the terms of a collective bargaining agreement.
- (g) Vehicle Leases. Any Vehicle lease agreement entered into between a Base and Driver must comply with all provisions of §59A-21. Failure to comply with any provision of §59A-21 shall subject the Base to the penalties contained therein.

<u>§59B-18(g)</u>	<u>Fine: Penalties as set forth in §59A-21.</u>	<u>Appearance REQUIRED</u>
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Section 23. Section 59B-19 of Title 35 of the Rules of the City of New York is amended by adding a new Subdivision (d), to read as follows:

- (d) Special Requirements for Bases Subject to Minimum Driver Payment Requirements
 - (1) In addition to collecting and transmitting records pursuant to Subdivision (a) of this section, a Base Owner subject to Section 59B-24(a) of these rules must collect and transmit to the Commission, in a format, layout, procedure, and frequency prescribed by the Commission, the following information for each time a Driver is available to accept dispatches from the Base:
 - (i) The Driver's TLC Driver License number
 - (ii) The date and time at which the Driver became available to accept dispatches from the Base
 - (iii) The date and time at which the Driver became unavailable to accept dispatches from the Base
 - (iv) The total Driver earnings paid to the Driver for the period in which the Driver was available to accept dispatches from the Base

(2) In addition to collecting and transmitting records pursuant to Subdivision (a) of this section, a Base Owner subject to Section 59B-24(a) of these rules must collect and transmit to the Commission, in a format, layout, procedure, and frequency prescribed by the Commission, the following additional information with respect to all dispatched calls:

- (i) The itemized fare for the trip charged to the passenger (fare, tolls, taxes, gratuity, commission rate, deductions and surcharges)
- (ii) The total number of passengers picked up and dropped off during each dispatched call referenced in 59B-19(a)(1)
- (iii) The total trip mileage for each dispatched call referenced in 59B-19(a)(1)
- (iv) The date and time such trip request was made by a passenger
- (v) The amount of time each trip took, starting with the time the passenger entered the vehicle and ending when the passenger exited the vehicle
- (vi) The amount of time spent by each vehicle between trips though not on a way to a passenger
- (vii) The total Driver earnings paid to the Driver for each trip dispatched to the Driver by the Base

Section 24. Title 35 of the Rules of the City of New York is amended by adding a new Section 59B-24, to read as follows:

§59B-24 Minimum Driver Payment Requirements

(a) A Base that, on average, dispatches ten thousand or more trips per day, or a Base that is part of a group of Bases operating under the same public-facing trade, business or operating name that collectively dispatches more than ten thousand trips per day, must pay Drivers, at a minimum, the following amounts for each trip dispatched by the Base:

- (1) Per Mile Rate. Beginning January 1, 2019, for each mile a Driver transports a Passenger on a trip dispatched by the Base, the Base must pay the Driver no less than \$0.580 per mile for a trip dispatched to a non-Accessible Vehicle and \$0.803 for a trip dispatched to an Accessible Vehicle, divided by the Base's Utilization Rate;
 - (i) RESERVED – [expense formulation for luxury vehicles]
- (2) Per Minute Rate. Beginning January 1, 2019, for each minute a Driver transports a Passenger on a trip dispatched by the Base, the Base must pay the Driver no less than \$0.287 per minute, divided by the Base's Utilization Rate, and
- (3) Shared Ride Bonus. For each separate pick up on a trip where a Passenger shares the Vehicle for part or all of the trip with a Passenger from a separately dispatched call, the Base must pay the Driver the Shared Ride Bonus, in addition to the per mile and per minute rates.
- (4) Consumer Price Index Adjustments. Beginning January 1, 2020, and continuing each calendar year thereafter, the dollar amounts in the per mile rates and per minute rates contained in this subdivision will be adjusted using the 12-month Percentage Change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the NY-NJ-PA metro area. The Consumer Price Index adjusted per mile and per minute rates will be posted on the Commission's website.

<u>§59B-24(a)</u>	Fine: \$500 per instance of under payment. In addition to the penalty payable to the Commission, the Hearing Officer must order the Base to pay restitution to the Driver, equal to the amount not paid to the Driver in violation of this rule.	<u>Appearance REQUIRED</u>
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(b) Utilization Rate: The Commission will assess, and post on its website, the Utilization Rate for each Base subject to this section every six months. A group of Bases operating under the same public-facing trade, business, or operating name will be assessed one Utilization Rate, applicable to each individual Base in the group, calculated using the collective Driver availability and passenger trip times for all Bases in the group.

(c) Daily Average Trip Volumes: The daily average trip volume for each Base and each group of Bases operating under the same public-facing trade, business or operating name will be assessed every six months. Bases that average over ten thousand trips per day over the most recent assessment period, and Bases that are parts of a group of Bases operating under the same public-facing trade, business or operating name that collectively average over ten thousand trips per day over the most recent assessment period, will be subject to the requirements of Subdivision (a) of this section until such time as the next assessment occurs.

Section 25. Subdivision (c) of Section 67-09 of Title 35 of the Rules of the City of New York is amended by adding a new Paragraph (5), to read as follows:

(c) Other Technical Requirements

- (5) The Taximeter must, at the end of the trip, display the total sum of the fare and any extras, taxes, or surcharges assessed on the trip.

Section 26. Subdivision (l) of Section 82-16 of Title 35 of the Rules of the City of New York is amended to read as follows:

(l) Retaliation.

- (1) [A] An Owner of a Street Hail Livery [Owner] License must not retaliate against any Driver or Vehicle owner for making a good faith complaint against any Street Hail Livery License Owner.
- (2) Retaliation will be broadly construed, and will include imposing any adverse condition or consequence on the Driver or Vehicle owner or withholding or withdrawing any beneficial condition or consequence from the Driver or Vehicle owner.

<u>§82-16(l)</u>	Fine: \$1,000 plus restitution to the driver or vehicle owner for losses for the first violation and a fine of \$10,000 plus restitution to the driver or vehicle owner for the second violation within five years.	<u>Appearance NOT REQUIRED</u>
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Section 27. Subdivision (d) of Section 78-21 of Title 35 of the Rules of the City of New York is amended to read as follows:

(d) Use Restrictions. An E-Hail Application must conform to the following use restrictions or other specifications:

- (1) [The E-Hail Application must not operate:
 - (i) At John F. Kennedy International Airport; and
 - (ii) At LaGuardia Airport;
- (2) The E-Hail Application must not transmit requests for transportation or Hails to any Driver who is not validly licensed to drive a Taxicab or Street Hail Livery or who is operating a Vehicle that does not have a Valid Taxicab License, per the listings on TLC's Current Licensees webpage.

<u>§78-21(d)</u> (1) [and (2)]	Penalty: \$400 fine and/or suspension up to 30 days	<u>Appearance REQUIRED</u>
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- (3)2 The E-Hail Application must be available to a Driver ONLY when the Vehicle is standing or stopped, except that an E-Hail App can permit a Driver to accept an E-Hail request with a single touch using pre-programmed buttons or using voice activation while the vehicle is in motion. All other use of the E-Hail Application must be velocity gated by the E-Hail App Provider to prevent its use while the vehicle is in motion.
- (4)3 The E-Hail Application must NOT disclose to a Driver any information about a potential Passenger except the Passenger's pickup location, except that a Passenger's trip identification number or E-Hail App user name may be transmitted to the Driver after the Driver has accepted the Passenger's E-Hail request.
- (5)4 A Driver must have to affirmatively opt in to use the E-Hail Application and must be able to opt out of receiving E-Hail requests from Passengers while on duty.

Section 28. Paragraph (4) of Subdivision (a) of Section 80-19 of Title 35 of the Rules of the City of New York is amended to read as follows:

- (4) A Driver of a Taxicab must not solicit or cruise for the purpose of soliciting Passengers [or accept Passengers for transportation with the use of an E-Hail Application]:
 - (i) At Kennedy, La Guardia or Newark Airports
 - (ii) Within 100 feet of any authorized Taxi Stand
 - (iii) Within the private streets of Lincoln Center
 - (iv) In any area of the City of New York where Taxicab cruising is prohibited

<u>§80-19(a)(4)</u>	Fine: \$100 if plead guilty before a hearing; \$150 if found guilty following a hearing.	<u>Appearance NOT REQUIRED</u>
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**CERTIFICATION/ANALYSIS
PURSUANT TO CHARTER SECTION 1043(d)**

RULE TITLE: Driver Earnings and Vehicle Lease Transparency
REFERENCE NUMBER: TLC-105
RULEMAKING AGENCY: Taxi and Limousine Commission

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) The Taxi and Limousine Commission believes that the economies of scale achieved by the large companies will enable them to make the financial, operational or other adjustments necessary to accommodate the proposed driver earnings policy; and
- (iii) Cure periods are inappropriate for these rules because a cure period is not practicable under the circumstances.

/s/ Francisco X. Navarro August 20, 2018
Mayor's Office of Operations 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: Driver Earnings and Vehicle Lease Transparency
REFERENCE NUMBER: 2018 RG 091
RULEMAKING AGENCY: Taxi and Limousine Commission

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 Date: August 20, 2018
Acting Corporation Counsel

Accessibility questions: tlcrules@tlc.nyc.gov, by: Friday, September 28, 2018, 10:00 A.M.



OFFICE OF LABOR RELATIONS

■ NOTICE

**Captains' Endowment Association
2012-2019 Agreement**

AGREEMENT made this day of August 6, 2018, by and between the **City of New York** (hereinafter called "the **City**" or "the **Employer**"), acting by the Commissioner of Labor Relations, and the **Captains' Endowment Association of the City of New York** (hereinafter called "the **Union**" or the "**CEA**"), for the period from **April 1, 2012 to April 30, 2019**.

WITNESSETH:

WHEREAS, the employees defined in Article I, Section 1 below have duly designated the CEA as their exclusive bargaining representative for the purpose of collective bargaining with the City with respect to wages, hours and conditions of employment; and

WHEREAS, the CEA and the City desire to cooperate in establishing conditions which will tend to secure standards and conditions of employment consistent with the dignity of said employees, and to provide methods for fair and peaceful adjustment of disputes that may arise between the CEA and the City; and

WHEREAS, as a result of collective bargaining the parties have reached an Agreement which they desire to reduce to writing;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The City recognizes the CEA as the sole and exclusive collective bargaining representative for the unit consisting of the employees of New York City Police Department in the titles of Captain, Captain detailed as Deputy Inspector, Inspector and Deputy Chief (hereinafter collectively referred to as "Captains"), Police Surgeon, Surgeon and Surgeon detailed as Deputy Chief Surgeon and Chief Surgeon (hereinafter collectively referred to as "Surgeons"). The aforesaid Captains and Surgeons shall hereinafter be collectively referred to as "employees".

Section 2.

Except as otherwise provided herein, for purposes of this Agreement, the terms "employee" or "employees" shall be interchangeable and shall relate solely to employees in the unit described in Section 1 of this Article.

ARTICLE II - UNION SECURITY DUES CHECKOFF

Section 1.

All employees covered by this Agreement shall be free to become and remain members of the CEA in good standing.

Section 2.

The CEA shall have the exclusive right to the check-off and transmittal of dues in behalf of each employee in the unit in accord with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Regulating the Checkoff of Union Dues" and in accord with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues" and any executive orders which amend or supersede said Executive Orders.

Section 3.

An employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the CEA as the recipient thereof. Such consent, if given, shall be in a proper form, in accord with Section 2 of this Article II, which bears the signature of the employee.

Section 4.

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

ARTICLE III - HOURS AND OVERTIME

Section 1.

Overtime performed by Captains shall be compensated for in compensatory time off at the rate of time and one-half when such overtime is ordered by the Police Commissioner or Chief of Department or is performed at a police emergency without prior approval and requests for compensation therefor, after being forwarded through channels together with recommendations, are approved by the Chief of Department or the Chief of Department's designee for such purposes.

Effective January 1, 2016, Captains in their first 3 years of service shall have the option of receiving cash overtime (paid at the straight time rate) for up to 180 hours per calendar year.

Effective January 1, 2016, with the exception of Captains with less than three years of service, members of the bargaining unit shall have the option each quarter in a calendar year of exchanging 67.5 hours of compensatory time earned in that quarter for 25 hours of cash paid at the straight time rate.

Section 3. - Rescheduling

The Police Department shall have the right to reschedule tours of duty for all employees in the bargaining unit without additional compensation.

Section 4. - Range Day

Effective September 1, 2015, newly promoted Captains in their first 5 years of service shall schedule and complete both of their two annual Executive Cycle range days on a regularly scheduled day off, or at a time not otherwise scheduled to work, without compensation. If they are performing additional training on a range day, they will also perform this training on a regularly scheduled day off, or at a time not otherwise scheduled to work, without compensation.

ARTICLE IV - COMPUTATION OF BENEFITS

Since the basic forty-hour week has not been changed by this Agreement, any modification of standard charts and use of other tours shall not affect current standard practice for the computation of compensation for holidays, vacation days, personal leave days, annuity fund contributions and other relevant benefits, which shall remain on the basis of an eight-hour work day calculation.

ARTICLE V - SALARIES

Section 1. - Salary Rates

During the term of this Agreement, the following basic annual salary and increment rates shall prevail for employees:

Class of Positions or Detail and Step

Captain

	4/1/2012	3/1/2013	3/1/2014	10/1/2014	10/1/2015	10/1/2016	10/1/2017
1st step	\$114,978	\$116,128	\$117,289	\$118,462	\$119,647	\$121,442	\$124,478
2nd step	\$117,202	\$118,374	\$119,558	\$120,754	\$121,962	\$123,791	\$126,886
3rd step	\$121,010	\$122,220	\$123,442	\$124,676	\$125,923	\$127,812	\$131,007
4th step	\$146,583	\$148,049	\$149,529	\$151,024	\$152,534	\$154,822	\$158,693

10/1/2018

1st step	\$128,212
2nd step	\$130,693
3rd step	\$134,937
4th step	\$163,454

Deputy Inspector

	4/1/2012	3/1/2013	3/1/2014	10/1/2014	10/1/2015	10/1/2016	10/1/2017
1st step	\$128,424	\$129,708	\$131,005	\$132,315	\$133,638	\$135,643	\$139,034
2nd step	\$137,045	\$138,415	\$139,799	\$141,197	\$142,609	\$144,748	\$148,367
3rd step	\$145,671	\$147,128	\$148,599	\$150,085	\$151,586	\$153,860	\$157,707
4th step	\$154,300	\$155,843	\$157,401	\$158,975	\$160,565	\$162,973	\$167,047

10/1/2018

1st step	\$143,205
2nd step	\$152,818
3rd step	\$162,438
4th step	\$172,058

Inspector

	4/1/2012	3/1/2013	3/1/2014	10/1/2014	10/1/2015	10/1/2016	10/1/2017
1st step	\$135,039	\$136,389	\$137,753	\$139,131	\$140,522	\$142,630	\$146,196
2nd step	\$144,181	\$145,623	\$147,079	\$148,550	\$150,036	\$152,287	\$156,094
3rd step	\$153,331	\$154,864	\$156,413	\$157,977	\$159,557	\$161,950	\$165,999
4th step	\$162,472	\$164,097	\$165,738	\$167,395	\$169,069	\$171,605	\$175,895

10/1/2018

1st step	\$150,582
2nd step	\$160,777
3rd step	\$170,979
4th step	\$181,172

Deputy Chief

	4/1/2012	3/1/2013	3/1/2014	10/1/2014	10/1/2015	10/1/2016	10/1/2017
1st step	\$142,056	\$143,477	\$144,912	\$146,361	\$147,825	\$150,042	\$153,793
2nd step	\$151,751	\$153,269	\$154,802	\$156,350	\$157,914	\$160,283	\$164,290
3rd step	\$161,445	\$163,059	\$164,690	\$166,337	\$168,000	\$170,520	\$174,783
4th step	\$171,142	\$172,853	\$174,582	\$176,328	\$178,091	\$180,762	\$185,281

10/1/2018

1st step	\$158,407
2nd step	\$169,219
3rd step	\$180,026
4th step	\$190,839

Surgeon*/Police Surgeon

	4/1/2012	3/1/2013	3/1/2014	10/1/2014	10/1/2015	10/1/2016	10/1/2017
1st step	\$108,165	\$109,247	\$110,339	\$111,442	\$112,556	\$114,244	\$117,100
2nd step	\$111,222	\$112,334	\$113,457	\$114,592	\$115,738	\$117,474	\$120,411

3rd step	\$114,281	\$115,424	\$116,578	\$117,744	\$118,921	\$120,705	\$123,723
4th step	\$117,341	\$118,514	\$119,699	\$120,896	\$122,105	\$123,937	\$127,035
5th step	\$120,378	\$121,582	\$122,798	\$124,026	\$125,266	\$127,145	\$130,324
6th step	\$127,497	\$128,772	\$130,060	\$131,361	\$132,675	\$134,665	\$138,032

10/1/2018

1st step	\$120,613
2nd step	\$124,023
3rd step	\$127,435
4th step	\$130,846
5th step	\$134,234
6th step	\$142,173

*for present incumbents only

Deputy Chief Surgeon*

	4/1/2012	3/1/2013	3/1/2014	10/1/2014	10/1/2015	10/1/2016	10/1/2017
1st step	\$123,056	\$124,287	\$125,530	\$126,785	\$128,053	\$129,974	\$133,223
2nd step	\$126,239	\$127,501	\$128,776	\$130,064	\$131,365	\$133,335	\$136,668
3rd step	\$129,388	\$130,682	\$131,989	\$133,309	\$134,642	\$136,662	\$140,079
4th step	\$132,549	\$133,874	\$135,213	\$136,565	\$137,931	\$140,000	\$143,500
5th step	\$135,706	\$137,063	\$138,434	\$139,818	\$141,216	\$143,334	\$146,917
6th step	\$138,866	\$140,255	\$141,658	\$143,075	\$144,506	\$146,674	\$150,341

10/1/2018

1st step	\$137,220
2nd step	\$140,768
3rd step	\$144,281
4th step	\$147,805
5th step	\$151,325
6th step	\$154,851

*for present incumbents only

Surgeon detailed as Chief Surgeon*

	4/1/2012	3/1/2013	3/1/2014	10/1/2014	10/1/2015	10/1/2016	10/1/2017
1st step	\$136,141	\$137,502	\$138,877	\$140,266	\$141,669	\$143,794	\$147,389
2nd step	\$139,290	\$140,683	\$142,090	\$143,511	\$144,946	\$147,120	\$150,798
3rd step	\$142,457	\$143,882	\$145,321	\$146,774	\$148,242	\$150,466	\$154,228
4th step	\$145,615	\$147,071	\$148,542	\$150,027	\$151,527	\$153,800	\$157,645
5th step	\$148,768	\$150,256	\$151,759	\$153,277	\$154,810	\$157,132	\$161,060
6th step	\$151,928	\$153,447	\$154,981	\$156,531	\$158,096	\$160,467	\$164,479

10/1/2018

1st step	\$151,811
2nd step	\$155,322
3rd step	\$158,855
4th step	\$162,374
5th step	\$165,892
6th step	\$169,413

*for present incumbents only

Section 2. - Rates Upon Advancement

- a. An employee appointed, promoted or detailed (hereinafter referred to as "advanced") to the next higher rank shall be advanced to the step rate of such higher rank, the salary of which is next above the rate received immediately prior to such advancement, except as provided in Section 4d below.
- b. An employee advanced to a rank which is higher than the next higher rank shall be advanced to the step rate of such higher rank, the salary of which is next above the rate such employee would have received if advanced to the rank immediately below the rank to which advanced except as provided in Section 4d below.

Section 3. - Increments and Anniversary Dates

Each employee shall progress one increment step in the employee's rank annually, on the employee's anniversary date, subject to the following provisions of this Section 3 and except as provided in Section 4d below. An employee advanced to a new rank from the maximum salary level of the employee's former rank shall have as such employee's anniversary date the date of advancement to the employee's new rank. An employee advanced to a new rank from less than the maximum salary level of the employee's former rank shall keep the same increment anniversary date as the employee had in the former rank except if such employee receives upon advancement a salary higher than that to which the employee would have been entitled by virtue of the next increment due had the

employee remained in the former rank, in which case such employee's anniversary date shall be the date of advancement to the employee's new rank.

Section 4. - General Wage Increase.

- a. (i) Effective March 1, 2013, Employees shall receive a rate increase of 1%.
- (ii) Effective March 1, 2014, Employees shall receive an additional rate increase of 1%.
- (iii) Effective October 1, 2014, Employees shall receive an additional rate increase of 1%.
- (iv) Effective October 1, 2015, Employees shall receive an additional rate increase of 1%.
- (v) Effective October 1, 2016, Employees shall receive an additional rate increase of 1.5%.
- (vi) Effective October 1, 2017, Employees shall receive an additional rate increase of 2.5%.
- (vii) Effective October 1, 2018, Employees shall receive an additional rate increase of 3%.
- b. The increases provided for in this Section 4 shall be calculated as follows:
- (i) The rate increase in Section 4a (i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 28, 2013; and
- (ii) The rate increase in Section 4a (ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on February 28, 2014.
- (iii) The rate increase in Section 4a (iii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on September 30, 2014.
- (iv) The rate increase in Section 4a (iv) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on September 30, 2015.
- (v) The rate increase in Section 4a (v) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on September 30, 2016.
- (vi) The rate increase in Section 4a (vi) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on September 30, 2017.
- (vii) The rate increase in Section 4a (vii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on September 30, 2018.
- c. The general increase provided in this Section 4 shall be applied to the base rates and salary grades fixed for the applicable titles.
- d. The general wage increases provided for in this Section 4 shall be payable as soon as practicable after the effective date of such increases.

Section 5. - Paychecks

Paychecks shall be delivered to commands by 3:00 P.M. on the Thursday preceding payday for distribution after 3:00 P.M. on said Thursday.

Section 6. - Salary Itemization

The Department shall make available in convenient places in each command the appropriate payroll work sheets for the purpose of enabling each employee to verify the salary components of the employee's paycheck. The parties will review further the feasibility of otherwise advising each employee of all payroll components along with the employee's paycheck.

Section 7. - Deferred Compensation Fund

Effective February 1, 2015, the City's contribution to the 401 (a) Savings Incentive plan shall decrease by \$345 to \$35 per annum.

The Employee's 401 (a) Plan account shall be invested in the same options(s) that the Employee has designated for his/her 457 Plan account. The Employee's beneficiary for the 401 (a) Plan shall be the same beneficiary designated by the Employee in the 457 Plan.

ARTICLE VI - UNIFORM ALLOWANCE

Section 1.

- a. In Fiscal Years 2012-2019, the City shall pay to each employee a uniform allowance of \$980 in accord with the existing standard procedures.

ARTICLE VII - LONGEVITY ADJUSTMENTS

Section 1.

- a. Effective April 1, 2012, longevity adjustments shall be paid as follows:
- (i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$5,745.
- (ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of \$6,745.
- (iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of \$7,745.
- (iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$8,745.

Section 2.

- a. The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completing 20 years of service.

The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service.

In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

- b. The calculation of night shift differential payments shall be based upon the same factors, amounts and methodology as previously utilized.
- c. ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

ARTICLE VIII - PAYMENT FOR HOLIDAY WORK

Each employee shall receive eleven (11) paid holidays annually, payments for which shall be made in accord with existing procedures.

ARTICLE IX - LEAVES

Section 1. - Personal Leave Day

Each employee shall accrue one personal leave day with pay for each fiscal year during which the employee is employed by the Police Department, which the employee shall be entitled to take at the employee's discretion, subject to the exigencies of the Police Department, in the following fiscal year. A leave day shall consist of an excusal from one regular tour of duty.

This Section 1 shall not apply to employees promoted to Captain on or after July 1, 1990.

Section 2. - Sick Leave

- a. Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect, whether or not service-connected.
- b. The Chief Surgeon shall consult with representatives of the CEA regarding the enforcement of the sick leave program in order to insure that undue restrictions will not be placed upon Captains. Departmental orders in connection therewith shall be issued after consultation with the CEA.

Section 3. - Death-in-Family Leave

In the event of a death in an employee's immediate family and upon application to and approval of the employee's commanding officer or supervisory head, the employee shall receive leave with pay not exceeding four consecutive regular tours of duty. For the purposes of this Section, the phrase, "immediate family" shall include any of the following: (a) a spouse or domestic partner, (b) a natural, foster or step-parent, child, brother or sister, (c) a father-in-law or mother-in-law, or (d) any relative residing in the employee's household. The commanding officer or supervisory head granting such leave shall verify the death and relationship of the deceased. If the deceased was in the military service of the United States at the time of death, the employee requesting leave shall produce the official notice of death.

Section 4. - Military Leave

Military leave not exceeding a total of thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such absence shall be granted with pay to any employee requiring such leave to satisfy military obligations.

Section 5. - Special Excusals

Excused time accorded to other personnel employed by the City under circumstances such as excusals for the Dr. Martin Luther King, Jr. and

the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day shall be granted equally to employees covered by this Agreement. All compensating days off shall be subject to exigencies of the Department.

Section 6. - Leave to Attend Hearings

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings. Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210, Paragraph 2h of the Civil Service Law, are determined not to have been in violation of Section 210.

ARTICLE X - VACATIONS

Section 1.

The Department shall continue to provide authorized annual vacations of twenty-seven (27) work days. However, effective September 1, 2007 until March 1, 2009 new promotees to the rank of Captain shall accrue six fewer annual leave days per annum. On March 1, 2009, all employees shall receive annual vacations of twenty-seven (27) work days.

Section 2.

Employees may select individual vacation days at the time vacations are picked subject to the exigencies of the Department.

Section 3. - Accrual of Vacation

If the Police Department calls upon an employee in writing to forego the employee's vacation or any part thereof that portion up to a maximum of three weeks of vacation shall be carried over until such time as it can be liquidated in the following calendar year subject to the following conditions:

- (1) the selection of such vacation days shall be in the discretion of and subject to the exigencies of the Department; and
- (2) the selection of such days in the following calendar year shall be made after the regular vacation picks; and
- (3) the utilization of this vacation time shall be restricted to the months of January through May and September through November.
- (4) It is the intention of the Police Department to allow an employee to request permission to accrue vacation consistent with this provision and to grant such requests which are reasonable.

ARTICLE XI - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

The City shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active employees to exercise their choice among medical plans.

Section 2.

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

- (a) a one time choice;
- (b) exercised only after one year of retirement; and
- (c) exercised at any time without regard to contract periods.

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

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

There shall be a sub-committee with representatives of both the City and the Uniformed Superior Officers Coalition ("USOC") to meet and discuss issues of health coverage for employees who retire prior to the age of 55 and have health benefits coverage from another employer. The parties shall share in the savings generated. The parties may agree to expand their discussion of issues regarding retiree health subject to mutual agreement.

Section 3.

- a. Effective July 1, 1983 and thereafter, the City's cost for each employee and for each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category

basis of individual or family, (e.g. the GHI-CBP/Blue Cross payment for family coverage shall be equal to the HIP/HMO payment for family coverage).

- b. If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3a, the City shall not bear the additional costs.
- c. The City (and other related Employers) shall contribute on a City employee benefits program-wide basis the additional amounts of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefit.

The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the GHI-CBP/Blue Cross plan; and, if sufficient funds are available, to fund new benefits.

The health insurance stabilization reserve fund shall be credited with the divisions or reduced by the losses attributable to the GHI-CBP/Blue Cross plan.

- d. Pursuant to Paragraph 7 of the 2005 MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.
- e. In the event that there is a Citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the CEA will not be treated any better or any worse than any other union participating in the Citywide or Program-wide Health Program with regard to increased health insurance costs.

Section 4.

Where an employee is suspended without pay prior to disciplinary trial for disciplinary reasons for more than 30 days, the employee shall receive full health and hospitalization benefit coverage during the period of the suspension following the first 30 days. Where an employee is subsequently restored to full pay status, as of the date of suspension, the employee shall be restored to full health and hospitalization coverage for the first 30 days of the suspension.

Section 5. Health Care Flexible Spending Account.

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

ARTICLE XII - HEALTH AND WELFARE FUND

Section 1.

- a. Effective October 31, 2009, the pro-rata contribution shall be increased to \$1,500 for each employee.
- b. Effective February 1, 2015, there shall be a \$100 per year reduction in the City's active and retiree Welfare Fund contributions.
- c. Effective September 1, 2015, there shall be a \$63 Welfare Fund reduction for retirees (new retiree welfare fund contribution amount will be \$1,337 excluding contributions from the stabilization fund).
- d. Pursuant to its commitment, the CEA will continue to provide benefits to employees' domestic partners.
- e. To the extent permitted by law, part of the amounts so contributed may be applied to maintain an appropriate legal services plan,

pursuant to the terms of a supplemental agreement between the parties as approved by the Corporation Counsel.

f. Effective November 1, 2003, employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Health and Welfare Fund of the Captain's Endowment Association at the time of such separation pursuant to a supplementary agreement between the City and the CEA shall continue to be so covered, subject to the provisions of Section 1(a) and (b) hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.

g. Civil Legal Representation Fund

Effective November 1, 2003, the City shall continue to contribute \$75 per annum for each active Employee to the Welfare Fund to the civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the applicable Welfare Fund, they are to be maintained in a separate account and shall not be commingled with the other monies received by the Welfare Fund. Only the \$75 provided above may be used for civil legal representation. No additional monies from the Welfare Fund may be used for civil legal representation.

h. Such payments shall be made pro-rata by the City every twenty-eight (28) days.

Section 2.

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the date of the suspension, the employee shall receive full Health and Welfare Fund coverage for the period of the suspension.

Section 3.

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 XIII - ANNUITY FUND

Section 1.

a. Effective May 1, 2011, the City shall contribute for each employee, on a twenty eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed: \$ 3,533.68 for a Captain detailed as a Deputy Chief; \$ 3,486.70 for a Captain detailed as an Inspector; \$3,437.11 for a Captain detailed as a Deputy Inspector; \$2,189.53 for a Captain with less than 5 years of service as a Captain; \$3,390.13 for a Captain with 5 or more years of service as a Captain; \$1,539.53 for the first five years of service for a Captain promoted on or after September 1, 2007; \$3,452.77 for a Surgeon detailed as a Chief Surgeon; \$3,348.37 for a Surgeon detailed as a Deputy Chief Surgeon; and \$3,233.53 for a Surgeon and Police Surgeon.

b. Effective September 1, 2015, there shall be a \$1,140 per year annuity reduction for newly promoted Captains in their first 5 years of service (new annual annuity contribution will be \$399.53).

Section 2.

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the employee shall receive full Annuity Fund coverage for the period of the suspension.

ARTICLE XIV - GENERAL

Section 1. - Parking Facilities

It is the intent of the Department to make available without liability to the City, City-owned property and on-street locations adjacent to, near or part of police stations or other command locations, as parking facilities for the personal cars of employees. A single designated representative of the Department and a single designated representative of the CEA will survey locations in the vicinity of the station houses to determine what space is available which could reasonably be used for police parking and, where such space exists, the Department and the CEA will jointly request of the appropriate City agency designation of such locations. This expressed intent of the Department does not imply any obligation or commitment on the part of the City or the Department to make available any such location or parking facilities. Where such property is provided and so designated for this purpose, the City shall not be obligated to improve the same, nor to maintain it for parking. The City need not continue to provide such property for parking when the City, in its discretion, decides to make a different use of it.

All inquiries or complaints from employees concerning the subject matter or application of this Section shall be referred directly to the CEA for investigation and review. The CEA shall screen and thereafter shall present only those inquiries or complaints which it believes are justified to the Commanding Officer of the Office of Labor Relations of the Police Department or the Commanding Officer's designee for discussion and possible adjustment.

This Section shall not be subject to the grievance procedure.

Section 2. - Maintenance of Facilities

All command and other Departmental places of assignment shall have adequate heating, hot water and sanitary facilities. The Union shall give notice to the Department of any failure to maintain these conditions. If not corrected by the Department within a reasonable time, the Union may commence a grievance at Step 3 of the grievance procedure concerning that failure.

Section 3. - Private Hospital Accommodations for Line-of-Duty Injuries

It is the intent of the City to use its best efforts to secure private room accommodations in a hospital for employees injured in the line of duty. This section shall not be subject to the grievance procedure.

Section 4. - Information Exchange

a. The Department agrees to furnish the CEA with a copy of all Orders, Department Bulletins, "Open Door" issues, and Press Releases. The details of delivery shall be worked out between the parties.

The Department will provide on a semiannual basis a computer printout containing names and addresses of employees, listed alphabetically.

b. The CEA will provide the Department with a copy of CEA publications, bulletins and press releases.

Section 5. - Meal Areas

A representative of the Department and a representative of the CEA will meet to determine an adequate meal area for employees within each command and other Departmental places of assignment. This does not contemplate rebuilding or extensive remodeling.

Section 6. - Personal Folder

a. The Personnel Bureau will provide the Union with a list of categories of items included in the Personal Folder with an indication of those confidential items which an employee is not permitted to review.

b. Employees may view their folders on normal business days between the hours of 9 A.M. and 5 P.M. by appearing in person at the Employee Management Division, Personnel Bureau, 10th Floor, Police Headquarters. To avoid delay, employees should call the Employee Management Division at least one day in advance.

c. The Department will, upon written request to the Chief of Personnel by the individual employee, remove from the Personal Folder investigative reports which, upon completion of the investigation, are classified "exonerated" and/or "unfounded".

Section 7. - Fixed Post Duty

A commanding officer may limit fixed post duty for a single employee to a single four-hour period.

Section 8. - Meal Scheduling

Employees shall not be assigned meals as a matter of practice during either the first hour and one-half or last hour and one-half of their tours. In cases of emergency this practice may be altered.

Section 9. - Lump Sum Payments

Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff to be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the Employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payments shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975.

Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

A.

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

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

Effective February 1, 2015, such employees as described in the Resolution above and are entitled to payment and who are members of the CEA shall now be entitled to voluntarily choose the option of a one-time lump sum payment as their terminal leave benefit in lieu of their current terminal leave benefit prior to retirement. Such payments shall be made as soon as practicable after retirement. In the event that a change in legislation is needed to effectuate this agreement, the parties agree to jointly support the necessary legislation to implement these terms.

Section 10. - Interest Payments

Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of this Agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment. Interest on longevity and step-up increments, differentials and holiday pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following its earning or one hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment. Interest on overtime pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following its earning or one hundred-twenty (120) days following the employee's submission of an overtime report, whichever is later. Interest accrued pursuant to this paragraph shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 11. - Layoffs

Where layoffs are scheduled the following procedure shall be used:

1. Notice shall be provided to the appropriate Union not less than thirty (30) days before the effective dates of such projected layoffs.
2. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the appropriate Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to (a) the transfer of employees to agencies with retraining, if necessary, consistent with Civil Service Law but without regard to Civil Service title, (b) the use of Federal and State funds whenever possible to retain or reemploy employees scheduled for layoff, (c) the elimination or reduction of the amount of work contracted out to independent contractors and (d) encouragement of early retirement and the expediting of the processing of retirement applications.

When a layoff occurs, the Department will provide the Union with a list of employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.

Section 12. - Public Transportation

The City and the CEA will use their best efforts to effect free transportation on buses and subways for police officers.

Section 13. - Polygraphs

The current practice concerning the use of polygraphs in internal investigations shall be maintained during the term of this Agreement.

Section 14. - Probationary Period

If an employee who is in the civil service title of Captain satisfactorily completes six (6) months of probation, after being promoted to the rank of Captain, his commanding officer may recommend that the employee be granted permanent status.

Section 15. - Performance Compensation

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

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

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

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

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

ARTICLE XV - UNION ACTIVITY

Section 1.

Time spent by CEA officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, as amended, dated March 22, 1973, or any other applicable Executive Order or local law, or as otherwise provided in this Agreement. No employee shall otherwise engage in CEA activities during the time the employee is assigned to the employee's regular duties.

Section 2.

The parties shall explore a further clarification of departmental rules and procedures to enable CEA delegates and officers to represent properly the interests of the employees. An appropriate departmental order in this regard shall be issued.

ARTICLE XVI - NO DISCRIMINATION

In accord with applicable law, there shall be no discrimination by the City against any employee because of CEA activity.

ARTICLE XVII - NIGHT SHIFT DIFFERENTIAL

Captains shall receive a differential of ten (10) percent for work performed between the hours of 4:00 P.M. and 8:00 A.M. provided that such work is performed as part of an approved duty chart.

ARTICLE XVIII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. - Definitions

- a. For the purposes of this Agreement, the term "grievance" shall mean:
 - (1) a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement;
 - (2) a claimed violation, misinterpretation or misapplication of the rules, regulations or procedures of the Police Department affecting terms and conditions of employment, provided that, except as otherwise provided in this Section 1(a), the term "grievance" shall not include disciplinary matters;
 - (3) a claimed improper holding of an open-competitive rather than a promotional examination;
 - (4) a claimed assignment of the grievant to duties substantially different from those stated in the grievant's job title specification.
- b. For the purposes of this Agreement the term, "Commanding Officer" shall mean the immediate Commanding Officer of the aggrieved employee.
- c. For the purposes of this Agreement the term "Reviewing Officer" shall mean the superior officer in charge of the next higher command or level above a Commanding Officer.
- d. For the purposes of this Agreement the term "Board" shall mean the Personnel Grievance Board to be composed of three (3) members, as follows: a Deputy Commissioner or other designee of the Police Commissioner, who shall be Chairman of the Board, the Chief of the Department or the Chief of the Department's designee, and the President of the Union or the President's designee.
- e. For the purposes of this Agreement the term "grievant" shall mean an employee or group of employees asserting a grievance or the Union or both, as the context requires.

Section 2.

The availability of the grievance or arbitration procedure shall not justify a failure to follow orders.

Section 3.

- a. Every grievant shall have the right to present a grievance in accord with the procedure provided herein free from coercion, interference, restraint or reprisal.
- b. The informal resolution of differences of grievances is urged and encouraged at all levels of supervision.
- c. Commanding Officers and Reviewing Officers shall promptly consider grievances presented to them and, within the scope of their authority take such necessary action as is required herein.
- d. Commanding Officers, Reviewing Officers and members of the Personnel Grievance Board shall consider objectively the merits of grievances with due consideration to the harmonious interrelationship that is sought to be achieved among all members of the force and for the good of the Police Department.

- e. Any employee may present the employee's own grievance through the first four steps of the grievance procedure either individually (with the aid of the employee's own counsel if the employee so chooses), or through the Union, provided however that the Union shall have the right to have a representative present at each step of the grievance procedure.

Section 4.

Under the grievance procedure herein, a grievance must be initiated within 90 days following the date on which the grievance arose or the date on which the grievant should reasonably have learned of the grievance or the execution date of this Agreement, whichever date is the latest. Grievances shall be processed according to the following procedure:

STEP I.

A grievant shall present the grievance to the Commanding Officer either orally or in writing. The Commanding Officer shall carefully consider the matter, make a decision thereon and advise the grievant of the decision within five (5) days of the grievance's submission.

STEP II.

If the grievance is still not satisfactorily adjusted, at STEP I, the grievant may seek the following review within ten days after receipt of the Step I decision. The grievant shall reduce the grievance to writing on Form P.D. 158-151 (in triplicate), setting forth a concise statement of the grievance and the results of the proceedings at Step I. The grievant shall forward two copies to the appropriate Reviewing Officer and retain one copy for personal use. The Reviewing Officer shall forward one copy to the Commanding Officer, requesting the Commanding Officer's comments. The Reviewing Officer shall carefully consider said grievance, make a determination, and notify the grievant and the Commanding Officer of the Reviewing Officer's decision within ten (10) days following receipt of the grievance.

STEP III.

If the grievance is still not satisfactorily adjusted, the grievant may, not later than ten days after notification of the Reviewing Officer's decision, seek further review as follows:

The grievant shall prepare a report on P.D. 158-151 (in quintuplicate) setting forth a concise statement of the grievance and the results of the proceedings at Step I and II. The grievant shall forward four copies of the report through official channels to the Chairman, Personnel Grievance Board, retaining one copy for personal use. The Board shall forward one copy to the Reviewing Officer, requesting the Reviewing Officer's comments thereon. The Personnel Grievance Board shall meet at least once a month on a date designated by the Chairman. At each meeting, the Board shall consider all grievances which, at least five days prior to such meeting, have been properly referred to the Board. The grievant may choose to have the grievant's representatives present at the meeting, at which time oral and written statements may be presented.

The Board shall carefully consider said grievance, make a determination and notify the grievant, the Commanding Officer and the Reviewing Officer, in writing, of its decision within seven days after the meeting at which the grievance is considered.

It is understood and agreed by and between the parties that there are certain grievable disputes which are of a Department level or of such scope as to make adjustments at Step I or Step II of the grievance procedure impracticable, and, therefore, such grievances may be instituted at Step III of the grievance procedure by filing the required written statement of the grievance directly with the Chairman of the Personnel Grievance Board; the Chairman or Chairman's designee shall convene a meeting of the Board within five (5) working days following receipt of the grievance, and the Board shall render its decision within five (5) working days following that meeting.

STEP IV.

Where the grievance is not satisfactorily adjusted at Step III, the grievants may, not later than 30 calendar days after notification of the Board's decision, request that the grievance be referred to the Police Commissioner for determination; and the Police Commissioner shall make a determination within ten working days following receipt of the grievance. This determination shall be made after appropriate consultation with any or all parties to the grievance, including the Chairman of the Board and/or the Board members; and copies shall be sent to the grievant and the Union.

Grievances which affect substantial numbers of employees may be compressed by elimination of the fourth Step of the Grievance Procedure.

Section 5.

At every step of these procedures, the grievant and the officer considering the grievance shall work for a satisfactory adjustment. At any step, the Commanding Officer, the Reviewing Officer and the Board shall have the right to summon the grievant and any and all

persons considered necessary to equitable adjustment of the grievance. Proceedings shall be informal. The Chairman of the Personnel Grievance Board shall take such steps to implement the provisions concerning grievances as are necessary for the proper and effective operation of the procedures provided for herein. The Chairman shall resolve questions as to jurisdictional responsibility of Commanding Officers and Reviewing Officers and shall work out the operational details of the program. For these purposes, the Chairman shall issue orders and instructions through the Chief of the Department not inconsistent with the provisions of this Article.

Section 6.

The grievance procedure established hereinbefore is designed to operate within the framework of, and is not intended to abolish or supersede existing rules and procedures providing for additional methods of redress. These include, but are not limited to, the existing rights of a grievant to request an interview with the Police Commissioner.

Section 7.

Any and all of the foregoing grievance steps may be waived by the written consent of both parties.

Section 8.

Within twenty (20) days following receipt of the Police Commissioner's STEP IV decision, the Union shall have the right to bring grievances unresolved at STEP IV to impartial arbitration pursuant to the New York City Collective Bargaining Law and the Consolidated Rules of the New York City Office of Collective Bargaining. In addition, upon ten (10) days' written notice to the Union, the City shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The City shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining, with a copy to the Union; and the matter shall proceed pursuant to the Consolidated Rules of the Office of Collective Bargaining.

A permanent rotating Panel of five (5) Arbitrators shall be established, drawn from the official panel of the Office of Collective Bargaining, as agreed to by both parties. The members of the Panel shall be assigned on a rotating basis to arbitrate all grievances under this Section.

The assigned Arbitrator shall hold a hearing at a time and place convenient to the parties and a transcript shall be taken unless the taking of a transcript is waived by both parties. The Arbitrator shall attempt to issue an award within ten (10) days after the completion of the hearing.

The City and the Union shall each pay 50% of the fees and expenses of the Arbitrator and of all other expenses incidental to such arbitration. The costs of one copy for each party and one copy for the Arbitrator of the transcripts shall be borne equally by the parties.

Section 9.

In the case of grievances falling within Sections 1(a)(1) or 1(a)(2) of this Article, the Arbitrator's decision, and order or award (if any), shall be limited to the application and interpretation of the collective bargaining agreement, rule, regulation, procedure, order or job title specification involved, and the Arbitrator shall not add to, subtract from, or modify any such Agreement, rule, regulation, procedure, order or job title specification. An Arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accord with Article Seventy-five of the Civil Practice Law and Rules, except that awards as to grievances concerning assignment of the grievant to duties substantially different from those stated in the grievant's job title specification or the use of open-competitive rather than promotional examinations shall be final and binding and enforceable only to the extent permitted by law. An Arbitrator may provide for and direct such relief as the Arbitrator determines to be necessary and proper, subject to the limitations as set forth above and any applicable limitations of the law.

Section 10.

The time limits contained in this Article may be modified by mutual agreement. In the event that the Department fails to comply with the time limits prescribed herein, the grievance may be advanced to the next step.

ARTICLE XIX - LINE-OF-DUTY DEATH BENEFIT

In the event, an employee dies because of a line-of-duty injury received during the actual and proper performance of police service relating to the alleged or actual commission of an unlawful act, or directly resulting from a characteristic hazard of police duty, through no fault of the employee's, a payment of \$25,000 shall be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

ARTICLE XX - DEATH BENEFIT - UNUSED LEAVE AND COMPENSATORY TIME

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

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

ARTICLE XXI - INDEMNITY OF SURGEONS

Section 1.

The City shall save harmless and indemnify each Surgeon for any claim, action or proceeding for damages and/or personal injury arising out of a negligent act or failure to act or tort which occurred when a Surgeon was discharging the Surgeon's duties within the scope of the Surgeon's employment.

Section 2.

The foregoing is conditioned upon the following:

- (a) Each employee hereunder shall promptly forward to the Office of Deputy Commissioner for Legal Matters, Police Department, any summons, notice, demand, complaint, process or pleading, of whatsoever nature, pertaining to claims, actions or proceedings received or served upon them or each of them. The Police Department will forthwith forward such summons or notice to the Corporation Counsel.
- (b) Each employee hereunder shall cooperate fully in aiding the City to investigate, adjust, settle or defend each claim, action or proceeding.
- (c) The defense of all claims, actions and proceedings within the purview of this Article shall be conducted by the City. The Corporation Counsel of the City shall appear and defend such actions and proceedings on behalf of each employee covered hereunder.
- (d) No settlement shall be made without the approval of the City, including the Comptroller, and in accordance with procedures previously employed to settle actions involving municipal employees.

In the event of any appeal from a judgment against a Surgeon hereunder, the City will promptly satisfy the judgment or stay the execution thereof by filing the appropriate bonds or instruments, so that execution shall not issue against the Surgeon.

Section 3.

The parties agree that the provisions of this Article shall remain in force and effect for the term of this Agreement unless and until applicable state law shall provide for comparable indemnification of employees. In that event, such applicable state law shall supersede the indemnification provided herein.

ARTICLE XXII - LABOR-MANAGEMENT COMMITTEE

Section 1.

The City and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

Section 2.

The labor-management committee shall consider and may recommend to the Police Commissioner changes in the working conditions of the employees, including, but not limited to, the following subjects: the adequate levels of police coverage to ensure the safety of employees on duty; an excusal policy for employees appearing in court after the midnight tour. Matters subject to the grievance procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

The labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the Police Commissioner 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. The committee shall select a chairman from among its members at each meeting. The chairmanship of the committee shall alternate between the members designated by the Police Commissioner and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the Police Commissioner in writing. At the request of either the Police Department or the CEA a representative of the Mayors Office of Labor Relations will sit in on the labor-management committee.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the City 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 XXIII - NO STRIKES

In accord with applicable law, neither the CEA nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XXIV - NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

ARTICLE XXV - SAVINGS CLAUSE

If 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 XXVI - 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 XXVII - TERM

The term of this Agreement shall commence on April 1, 2012 and shall expire at midnight on April 30, 2019.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written August 6, 2018.

CITY OF NEW YORK

CAPTAINS' ENDOWMENT ASSOCIATION OF THE CITY OF NEW YORK, INC.

By: /s/
ROBERT W. LINN
Commissioner, Office of Labor Relations

By: /s/
ROY T. RICHTER
President

APPROVED AS TO FORM:

By: /s/
ERIC EICHENHOLTZ
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:

UNIT: CAPTAINS

TERM: April 1, 2012 to April 30, 2019

[POLICE DEPARTMENT LETTERHEAD]
Deputy Inspector Roy Richter
President
Captains' Endowment Association
233 Broadway
New York, N.Y. 10279

Re: CEA Agreement for the period November 1, 2003 to March 31, 2012

Dear Captain Richter:

Please be advised that requests for approval for compensatory time, pursuant to Article III, § 1 of the above-captioned agreement, that have not received a reply from the Chief of Department within 90 days shall be deemed to have been approved after 90 days.

Very truly yours,
Raymond W. Kelly
Police Commissioner

/s/

[POLICE DEPARTMENT LETTERHEAD]
Captain Roy T. Richter
President
Captains' Endowment Association
233 Broadway
New York, N.Y. 10279

Re: CEA Agreement for the period November 1, 2003 to March 31, 2012

Dear Captain Richter:

Please be advised that in fiscal years 2004-2012 the Police Department will purchase radio motor patrol cars and radio emergency patrol cars with air conditioning.

Very truly yours,
Raymond W. Kelly
Police Commissioner
/s/

[POLICE DEPARTMENT LETTERHEAD]

Deputy Inspector Roy Richter
President
Captains' Endowment Association
233 Broadway
New York, N.Y. 10279

Re: CEA Agreement for the period November 1, 2003 to March 31, 2012

Dear Captain Richter:

A Committee shall be constituted of eight persons, four appointed by the City and four by the CEA, to survey the availability of parking locations in the vicinity of station houses. This Committee shall report within 90 days after ratification of the above Agreement which report shall make recommendations to increase the availability of parking spaces if that result is legally permissible and administratively possible.

Very truly yours,
/s/
Raymond W. Kelly
Police Commissioner

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

Captain Roy T. Richter
President
Captains' Endowment Association
233 Broadway
New York, N.Y. 10279

Re: CEA Agreement for the period November 1, 2003 through March 31, 2012

Dear Captain Richter:

This is to confirm our mutual understanding and agreement regarding Article XI of the above Agreement. If the stabilization fund referred to does not have sufficient monies to maintain the then current level of health insurance benefits provided under GHI-CBP/Blue Cross plan, payroll deductions in the appropriate amounts shall be taken from employees and retirees enrolled in such plan unless agreement is reached on a program wide basis to take the needed monies from the contributions to the welfare fund provided in Article XII of the above Agreement.

Very truly yours,
James F. Hanley /s/

AGREED AND ACCEPTED ON BEHALF OF THE CEA

BY:
Roy T. Richter /s/

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

Captain Roy T. Richter
President
Captains' Endowment Association
233 Broadway
New York, N.Y. 10279

Re: CEA Agreement for the period November 1, 2003 through March 31, 2012

Dear Captain Richter:

The City and the CEA recognize that, pursuant to Administrative Code Section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for CEA members. The parties further

recognize that a significant number of CEA members have utilized the CEA Health and Welfare Fund to pay for these prescription drugs without reimbursement by the City. The CEA agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty injury prescription drugs.

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

Very truly yours,
James F. Hanley /s/

AGREED AND ACCEPTED ON BEHALF OF CEA

Roy T. Richter /s/

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

Captain Roy T. Richter
President
Captains' Endowment Association
233 Broadway
New York, N.Y. 10279

Re: CEA Agreement for the period November 1, 2003 through March 31, 2012

Dear Captain Richter:

This is to confirm that during negotiations for the successor to this 2003-2012 agreement the parties shall negotiate the issue of increasing the City's contribution to the CEA Health and Welfare Fund as the first issue to be addressed. The issues to be negotiated shall include the intent of the parties to equalize the City's total contribution to the CEA Health and Welfare Fund with the total contributions made by the City to other health and welfare funds on behalf of other employees and that the CEA shall be responsible for the cost of such increased contributions.

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

Very truly yours,
James F. Hanley /s/

AGREED AND ACCEPTED ON BEHALF OF CEA

Roy T. Richter /s/

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

Captain Roy T. Richter
President
Captains' Endowment Association
233 Broadway
New York, N.Y. 10279

Re: CEA Agreement for the period November 1, 2003 through March 31, 2008

Dear Captain Richter:

Effective December 1, 1998, the City shall grant one (1) additional day per week of release time. Such additional release time shall be governed by Executive Order 75, ("EO 75") except insofar as the CEA has funded the outgoing costs of such additional release time for the term of this agreement and thereafter out of the settlement costs of this collective bargaining agreement and therefore Section 4(1) of EO 75 shall not apply to this additional release time.

Very truly yours,
James F. Hanley
/s/

AGREED AND ACCEPTED ON BEHALF OF CEA

Roy T. Richter
/s/

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

Captain Roy T. Richter
President
Captains' Endowment Association

233 Broadway
New York, N.Y. 10279

Re: CEA Agreement for the period November 1, 2003 through March 31, 2012

Dear Captain Richter:

This is to confirm our mutual understanding and agreement that the use of laptop computers is an issue which is appropriate for discussion in the Labor/Management Committee which was established pursuant to Article XXII of this agreement.

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

Very truly yours,

James F. Hanley
/s/

AGREED AND ACCEPTED ON BEHALF OF CEA

Roy T. Richter
/s/

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

August 6, 2018

Captain Roy T. Richter
President
Captains' Endowment Association
233 Broadway
New York, N.Y. 10279

Re: CEA Agreement for the period April 1, 2012 through May 30, 2019

Dear Captain Richter:

This is to confirm our mutual understanding and agreement that effective September 1, 2015, Captains in their 2nd, 3rd, 4th and 5th year of service shall be scheduled to work 8 hour tours instead of 9 hour tours.

Additionally, effective September 1, 2015, there shall be one additional scheduled work tour without additional compensation for Captains in their 2nd, 3rd, 4th and 5th year of service.

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

Very truly yours,
Robert W. Linn
/s/

AGREED AND ACCEPTED ON BEHALF OF CEA

/s/
Roy T. Richter, President

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

Roy T. Richter
President
Captains Endowment Association
233 Broadway, Room 850
New York, NY 10279

Re: CEA Agreement for the period November 1, 2003 through March 31, 2012

Dear President Richter:

This is to confirm the understanding between the City of New York ("City") and the Captains Endowment Association ("CEA") regarding Captains detailed or assigned to the ranks of Deputy Inspector, Inspector or Deputy Chief.

Effective September 1, 2007, the City shall increase the current number of budgeted positions for Captains detailed or assigned to the above ranks to 4.92% of the current CEA bargaining unit. This side letter shall not prohibit or limit the Police Commissioner's discretion to detail or assign Captains to the ranks of Deputy Inspector, Inspector or Deputy Chief

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

Very truly yours,
James F. Hanley /s/

AGREED AND ACCEPTED ON BEHALF OF CEA

/s/
Roy T. Richter, CEA President

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

Roy T. Richter
President
Captains Endowment Association
233 Broadway, Room 850
New York, NY 10279

Re: CEA Agreement for the period November 1, 2003 through March 31, 2012

Dear President Richter:

The City and the Captains Endowment Association ("CEA") acknowledge that an Administrative Law Judge of the New York State Public Employment Relations Board in Case No. DR-119 (dated May 3, 2007) held that the subject of duty charts, as outlined in 1(d) of Chapter 143 of the Unconsolidated Laws, is a prohibited subject of bargaining. The City and PBA are appealing that determination and other unions have been granted permission by PERB to file amicus briefs.

The parties agree to continue in status quo pending a final and binding decision on that issue by PERB or a court of competent jurisdiction, and all appeals thereto, on the legal challenges to that decision. In the event the determination in DR-119 that duty charts are a prohibited subject of bargaining is affirmed, the parties will jointly support legislation to ameliorate the effect of the decision.

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

Very truly yours,
James F. Hanley /s/

AGREED AND ACCEPTED ON BEHALF OF CEA

/s/
Roy T. Richter, CEA President

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 this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

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

Sincerely,
/s/
Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair

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MAYOR'S OFFICE OF CONTRACT SERVICES

■ NOTICE

Notice of Intent to Extend Contract(s) Not Included in FY 2019 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be entering into the following extension(s) of (a) contract(s) not included in the FY 2019 Annual Contracting Plan and Schedule that is published, pursuant to New York City Charter § 312(a):

Agency: Department of Social Services/Department of Homeless services
FMS Contract #: CT1 071 20181422220
Vendor: NYSID/Wildcat Corporation
Description of Services: Supportive work program for general laborers in various Department of Homeless Services (DHS) shelters/facilities
Award method of original contract: Renewal
FMS Contract type: Amendment

End date of original contract: 6/30/18
Method of Renewal/extension the agency, intends to utilize: Amendment (RCAM)
New Start date of the proposed/extended contract: 7/1/2018
New end date of the proposed extended contract : 6/30/2019
Modifications sought to the nature of service performed under the contract: None
Reason(s) the agency intends to extend the contract: Services are still needed while a new competitive procurement is being completed.
Personnel in substantially similar titles within the agency: None
Headcount of personnel in substantially similar titles within agency: 0

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CHANGES IN PERSONNEL

DEPT OF INFO TECH & TELECOMM
FOR PERIOD ENDING 07/13/18

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
HIERRO	JESUS A	13611	\$47797.0000	APPOINTED	NO	05/18/18	858
JOHNSON	ABRAM C	13611	\$47797.0000	APPOINTED	NO	05/18/18	858
JONES	HARRY R	13632	\$91392.0000	APPOINTED	NO	06/08/18	858
KOBYRN	BRENT S	30086	\$65000.0000	APPOINTED	YES	07/01/18	858
KOKA	SRINIVAS V	13622	\$113344.0000	APPOINTED	YES	07/01/18	858
LOTT	ALYSSA J	56058	\$70000.0000	RESIGNED	YES	06/28/18	858
MARTIN	JASON	13611	\$47797.0000	APPOINTED	NO	05/25/18	858
NELSON	DYLAN C	13611	\$47797.0000	APPOINTED	NO	05/18/18	858
RADIC	ANTHONY	56058	\$60000.0000	INCREASE	YES	07/01/18	858
RAPHAEL	ESTIVE	10050	\$110000.0000	INCREASE	YES	07/01/18	858
RIMMELE	SIMON A	10050	\$82555.0000	RESIGNED	YES	03/11/18	858
ROEST	ANNE	95614	\$226366.0000	RETIRED	YES	03/02/18	858
SHARMA	CHAKRA P	10050	\$125000.0000	INCREASE	YES	06/17/18	858
SINGH	AMANDEEP	10234	\$15.5000	APPOINTED	YES	07/05/18	858
SLOBODOV	ROSTISLA	13631	\$95000.0000	APPOINTED	NO	07/01/18	858
SOTO	ROSANGEL	13631	\$89877.0000	APPOINTED	NO	02/04/18	858
TORRES	RUSTY E	13611	\$47797.0000	APPOINTED	NO	05/18/18	858
TU	ELIZABET	10050	\$138008.0000	RETIRED	YES	01/21/18	858
UNDAG	JAN	13631	\$61995.0000	APPOINTED	NO	02/04/18	858
WONG	CHIEN W	13611	\$55000.0000	APPOINTED	NO	07/01/18	858
YAU	LEO C	13631	\$71294.0000	APPOINTED	NO	02/04/18	858

DEPT OF RECORDS & INFO SERVICE
FOR PERIOD ENDING 07/13/18

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
MATHURIN	DAVID	60215	\$33800.0000	APPOINTED	YES	07/01/18	860

CONSUMER AFFAIRS
FOR PERIOD ENDING 07/13/18

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
GOBARDHAN	JASON B	33995	\$49454.0000	INCREASE	YES	06/24/18	866
LEYKINA	YELENA	60910	\$48631.0000	TERMINATED	NO	04/29/18	866
MITCHELL	JARED M	33995	\$40000.0000	APPOINTED	YES	07/01/18	866
SMALLS	TASHONA N	10251	\$40000.0000	TERMINATED	NO	07/05/18	866

DEPT OF CITYWIDE ADMIN SVCS
FOR PERIOD ENDING 07/13/18

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
AGBOR	OLUWAWEM A	12704	\$66591.0000	RESIGNED	YES	06/03/18	868
BAILEY	ANDREW W	10050	\$135000.0000	INCREASE	YES	06/17/18	868
BARR	DWAYNE R	90702	\$276.0000	APPOINTED	YES	06/24/18	868
BROWN	TROY X	56057	\$50000.0000	APPOINTED	YES	06/10/18	868
BRYANT	ANDRE	80609	\$48224.0000	RETIRED	NO	06/30/18	868
CASTILLO	ANNES A	31121	\$71057.0000	TERMINATED	NO	06/17/18	868
CURRY	CEDRIC A	10050	\$121128.0000	INCREASE	YES	06/17/18	868
DAVIDSON	TURPEUM L	90644	\$29882.0000	APPOINTED	YES	06/24/18	868
ELABED	TESNEEM I	80184	\$63000.0000	APPOINTED	YES	06/24/18	868
ESPINAL-SANCHEZ	TITO S	56057	\$55000.0000	INCREASE	YES	06/17/18	868
FRYE	CHRISTOP D	10247	\$28.1900	RESIGNED	YES	06/29/18	868
FULANI	ABDUL AD Y	90644	\$29882.0000	APPOINTED	YES	06/24/18	868
HARRISON	CHARLIE	56057	\$40945.0000	RETIRED	YES	07/01/18	868
JIMENEZ	JOSE A	95613	\$158000.0000	APPOINTED	YES	06/24/18	868
KIM	LANA	95613	\$145000.0000	INCREASE	YES	06/17/18	868
LABOY	ANASTACI	10251	\$49680.0000	RETIRED	NO	06/30/18	868
LAURE	MIRELLA	10234	\$15.0000	APPOINTED	YES	07/01/18	868
LOPEZ	YAJAIRA	21210	\$70000.0000	APPOINTED	YES	06/24/18	868
MEHTA	RONAK B	20415	\$96470.0000	APPOINTED	NO	07/01/18	868
MIKHEIL	EMAD W	10234	\$15.0000	APPOINTED	YES	07/01/18	868
MONTANEZ	ELILEEN M	12991	\$166973.0000	RETIRED	YES	07/15/17	868
MOREL	WENDY	12626	\$57590.0000	INCREASE	NO	03/18/18	868
NEWTON	PATRICK F	34190	\$75861.0000	INCREASE	YES	04/22/18	868

DEPT OF CITYWIDE ADMIN SVCS
FOR PERIOD ENDING 07/13/18

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
PIERRE	BRYAN	90644	\$29882.0000	RESIGNED	YES	06/17/18	868
POORVIN	EMILY R	10009	\$95000.0000	APPOINTED	YES	06/17/18	868
PRIMAKOV	YURY	13632	\$118000.0000	RESIGNED	YES	07/07/18	868

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include RIVERA, RODRIGUEZ, RODRIGUEZ, SANCHEZ, SHARMA, SINGH, VANDERPOOL, VIDAL, WAGNER.

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include FRAZER JR, HINES, LAUREANO, LYNCH-PARKS, NERI, OYOLA, TORRES, ZOLNIEROWICZ.

DISTRICT ATTORNEY-MANHATTAN FOR PERIOD ENDING 07/13/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include ADELSON, AHASAN, ANGELLO, AUQUILLA, AUSTIN, AVERY, BERGER, BOYCE, BRANNAN, BRILL, BUSTAN, BUSHELL, CEPEDA, COHEN, DAVIS, DONG, ELLSWORTH, ENRIQUE, FISHER, GOBES, GOTTHEIM, HE, HICKEY, HURLEY III, KETELTAS, LOPEZ, MANNING, MASON.

DISTRICT ATTORNEY-MANHATTAN FOR PERIOD ENDING 07/13/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include MATTHEWS, MCCLURE, MILLER, MIRANDA, MOK, MUNSON, ORBON, ORENSTEIN, PEREIRA, PHILLIPS, RUHL, SANCHEZ, SCHULTZ, SCHWEITZER, SHABIR, SPINNA, VALCIN, WATANABE, WEISE, WOLFE, ZAHIN, ZHENG, ZIMMERLY, ZIVKU.

BRONX DISTRICT ATTORNEY FOR PERIOD ENDING 07/13/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include CRUICKSHANK, DECARRES, ESPINAL-MEDINA, FRELICH, HARRY, HORRY, NASIROV, ORTIZ, RIVERS-PERRY, SZTEJMBERG, TRIVEDI.

DISTRICT ATTORNEY KINGS COUNTY FOR PERIOD ENDING 07/13/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include CARROLL, CHAPMAN, COLLADO, COLLINS.

DISTRICT ATTORNEY QNS COUNTY FOR PERIOD ENDING 07/13/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include BARNES, BRIDGEMAN, CANTONI, CASTELLANO, FRISINA, GULJARRO, LEON, MCKINNON, NAD, QUINN, WYSHAK III.

DISTRICT ATTORNEY RICHMOND COU FOR PERIOD ENDING 07/13/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include AIELLO, GIRALDI.

DISTRICT ATTORNEY-SPECIAL NARC FOR PERIOD ENDING 07/13/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include MURRAY, TRAN.

PUBLIC ADMINISTRATOR-BRONX FOR PERIOD ENDING 07/13/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Row: MERCED.

OFFICE OF THE MAYOR FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include ADAMS, CAIRONE, CHAITOO, DISSANAYAKE, FANJUL, FIEBIG, HINIKER, KAPLAN, KELLUM, MATTHEWS, MORGAN, SIMON, SULLIVAN, TENES, VENKATARAMAN, WATKINS, WHITE.

BOARD OF ELECTION FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include BADONSKY, BARRY, BRENNER, CARLIER, CARMONA, CASTILLAS, COLESANTI, CONCEPCION, CORNEGY, DELPRIORE, DENNIS-JAMES, DRAYTON, DURU, ERVIN, FIORE, GAITOR, GAMBARDIELLA, GOULD, HANKINS, HARRISON, HENDERSON, JACOBS, LEE, LI.

BOARD OF ELECTION FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST, F, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include LIVRERI, MATHIS.

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes SERPICO, SIMKUS, SISOLAK, SKLAR-CALOGERO.

LAW DEPARTMENT FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes SMALL, SMITH, SUAREZ, SUBTYL, SUI, THOMPSON, THORPE, TOM, VASSELL, WATERMAN, WATSON, WICKER, WYNTER-STONER, ZAGOROVSKY.

DEPARTMENT OF CITY PLANNING FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes ASHTARI, CUNNINGHAM, FANJUL, FREEMAN, HERLITZ, MCMAHON, MERLI, NEWMAN, PFEFFER, RAHMAN, RECKHAUS, TOLGAY, TRIEBWASSER, WHEELER, WOLKWITZ.

DEPARTMENT OF INVESTIGATION FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes ANTOLINI, BUFF, CHARLITE, HARMON, MCINTOSH, ONDIRA, SUTTMIEIER.

TEACHERS RETIREMENT SYSTEM FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes KAWWA.

CIVILIAN COMPLAINT REVIEW BD FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes CIFUNI, HANNA, MATEJCAK.

POLICE DEPARTMENT FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes ABDEL FATTAH, ABINADER, ABREU, ACEVEDO, ACEVEDO, ADAMES, ADETIMIRIN, ADKINS, AGAYBY, AHMED.

POLICE DEPARTMENT FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes AKHTAR, ALBANESE, ALKHAFAJEE, ALOZIE, ALVARADO, AMAYA, ANDRADE, ANDRIUNAS, ANGELS, ANGER, ANIS, ANTIPINA.

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes ANWAR, ARCE, ARDIS, ARETAKIS, ARNONE, ASA, ASTUDILLO, AUGUSTINE, AWAD, BAEZ, BAIDYA, BAILEY, BAILEY, BALBUENA, BALE, BARNES, BARRON, BATISTE, BAUMAN, BAZ, BEKTESEVIC, BELGRAVE, BELLINO, BELTRAN, BERNARD, BIENIEK, BILLINGY, BOAMAH, BODDY, BONILLA, BOURGELAIS, BOYLAN, BRAUN, BRENNAN, BRENNAN, BRINKERHOFF, BROWN, BROWN, BROWN, BROWN.

POLICE DEPARTMENT FOR PERIOD ENDING 07/27/18

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Includes BROWN, BURAL, BURBRIDGE, BURDISH, BURGOS, CAIN, CALDERON, CALDERON-MARIN, CAMPBELL, CANALES, CANAS-GAVIRIA, CARAVELLO, CARLO, CARRASQUILLO, CARRO, CARROLL, CASTANETO, CASTRO, CATAQUET, CAY, CERIMI, CHAN, CHARRAN, CHAUDHRY, CHEVERES, CHILLE, CHONG, CHOWDHURY, CHOWDHURY, CHRISTOPHER, CHU, CHU, CHUNG, CID, CIMMINO, CINTRON, CLARE, CLARK, CLARK, CLARKE, CLARKE, COACHMAN, COCOTZO, COLEMAN, CONNORS, COOK, CORRY, CORTORREAL, CORUJO, COTTER, COTTELE HADDAWAY.

READER'S GUIDE

The City Record (CR) is published each business day. The Procurement section of the City Record is comprised of notices of proposed New York City procurement actions, contract awards, and other procurement-related information. Notice of solicitations and other notices for most procurement methods valued at or above \$100,000 for goods, services, and construction must be published once in the City Record, among other requirements. Other procurement methods authorized by law, such as sole source procurements, require notice in the City Record for five consecutive editions. Unless otherwise specified, the agencies and offices listed are open for business Monday through Friday from 9:00 A.M. to 5:00 P.M., except on legal holidays.

NOTICE TO ALL NEW YORK CITY CONTRACTORS

The New York State Constitution ensures that all laborers, workers or mechanics employed by a contractor or subcontractor doing public work are to be paid the same wage rate that prevails in the trade where the public work is being done. Additionally, New York State Labor Law §§ 220 and 230 provide that a contractor or subcontractor doing public work in construction or building service must pay its employees no less than the prevailing wage. Section 6-109 (the Living Wage Law) of the New York City Administrative Code also provides for a "living wage", as well as prevailing wage, to be paid to workers employed by City contractors in certain occupations. The Comptroller of the City of New York is mandated to enforce prevailing wage. Contact the NYC Comptroller's Office at www.comptroller.nyc.gov, and click on Prevailing Wage Schedules to view rates.

CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION-RELATED SERVICES

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.

VENDOR ENROLLMENT APPLICATION

New York City procures approximately \$17 billion worth of goods, services, construction and construction-related services every year. The NYC Procurement Policy Board Rules require that agencies primarily solicit from established mailing lists called bidder/proposer lists. Registration for these lists is free of charge. To register for these lists, prospective suppliers should fill out and submit the NYC-FMS Vendor Enrollment application, which can be found online at www.nyc.gov/selltonyc. To request a paper copy of the application, or if you are uncertain whether you have already submitted an application, call the Vendor Enrollment Center at (212) 857-1680.

SELLING TO GOVERNMENT TRAINING WORKSHOP

New and experienced vendors are encouraged to register for a free training course on how to do business with New York City. "Selling to Government" workshops are conducted by the Department of Small Business Services at 110 William Street, New York, NY 10038. Sessions are convened on the second Tuesday of each month from 10:00 A.M. to 12:00 P.M. For more information, and to register, call (212) 618-8845 or visit www.nyc.gov/html/sbs/nycbiz and click on Summary of Services, followed by Selling to Government.

PRE-QUALIFIED LISTS

New York City procurement policy permits agencies to develop and solicit from pre-qualified lists of vendors, under prescribed circumstances. When an agency decides to develop a pre-qualified list, criteria for pre-qualification must be clearly explained in the solicitation and notice of the opportunity to pre-qualify for that solicitation must be published in at least five issues of the CR. Information and qualification questionnaires for inclusion on such lists may be obtained directly from the Agency Chief Contracting Officer at each agency (see Vendor Information Manual). A completed qualification questionnaire may be submitted to an Agency Chief Contracting Officer at any time, unless otherwise indicated, and action (approval or denial) shall be taken by the agency within 90 days from the date of submission. Any denial or revocation of pre-qualified status can be appealed to the Office of Administrative Trials and Hearings (OATH). Section 3-10 of the Procurement Policy Board Rules describes the criteria for the general use of pre-qualified lists. For information regarding specific pre-qualified lists, please visit www.nyc.gov/selltonyc.

NON-MAYORAL ENTITIES

The following agencies are not subject to Procurement Policy Board Rules and do not follow all of the above procedures: City University, Department of Education, Metropolitan Transportation Authority, Health & Hospitals Corporation, and the Housing Authority. Suppliers interested in applying for inclusion on bidders lists for Non-Mayoral entities should contact these

entities directly at the addresses given in the Vendor Information Manual.

PUBLIC ACCESS CENTER

The Public Access Center is available to suppliers and the public as a central source for supplier-related information through on-line computer access. The Center is located at 253 Broadway, 9th floor, in lower Manhattan, and is open Monday through Friday from 9:30 A.M. to 5:00 P.M., except on legal holidays. For more information, contact the Mayor's Office of Contract Services at (212) 341-0933 or visit www.nyc.gov/mocs.

ATTENTION: NEW YORK CITY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

Join the growing number of Minority and Women-Owned Business Enterprises (M/WBEs) that are competing for New York City's business. In order to become certified for the program, your company must substantiate that it: (1) is at least fifty-one percent (51%) owned, operated and controlled by a minority or woman and (2) is either located in New York City or has a significant tie to New York City's business community. To obtain a copy of the certification application and to learn more about this program, contact the Department of Small Business Services at (212) 513-6311 or visit www.nyc.gov/sbs and click on M/WBE Certification and Access.

PROMPT PAYMENT

It is the policy of the City of New York to pay its bills promptly. The Procurement Policy Board Rules generally require that the City pay its bills within 30 days after the receipt of a proper invoice. The City pays interest on all late invoices. However, there are certain types of payments that are not eligible for interest; these are listed in Section 4-06 of the Procurement Policy Board Rules. The Comptroller and OMB determine the interest rate on late payments twice a year: in January and in July.

PROCUREMENT POLICY BOARD RULES

The Rules may also be accessed on the City's website at www.nyc.gov/selltonyc

COMMON ABBREVIATIONS USED IN THE CR

The CR contains many abbreviations. Listed below are simple explanations of some of the most common ones appearing in the CR:

ACCO	Agency Chief Contracting Officer
AMT	Amount of Contract
CSB	Competitive Sealed Bid including multi-step
CSP	Competitive Sealed Proposal including multi-step
CR	The City Record newspaper
DP	Demonstration Project
DUE	Bid/Proposal due date; bid opening date
EM	Emergency Procurement
FCRC	Franchise and Concession Review Committee
IFB	Invitation to Bid
IG	Intergovernmental Purchasing
LBE	Locally Based Business Enterprise
M/WBE	Minority/Women's Business Enterprise
NA	Negotiated Acquisition
OLB	Award to Other Than Lowest Responsive Bidder/Proposer
PIN	Procurement Identification Number
PPB	Procurement Policy Board
PQL	Pre-qualified Vendors List
RFEI	Request for Expressions of Interest
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
SS	Sole Source Procurement
ST/FED	Subject to State and/or Federal requirements

KEY TO METHODS OF SOURCE SELECTION

The Procurement Policy Board (PPB) of the City of New York has by rule defined the appropriate methods of source selection for City procurement and reasons justifying their use. The CR procurement notices of many agencies include an abbreviated reference to the source selection method utilized. The following is a list of those methods and the abbreviations used:

CSB	Competitive Sealed Bidding including multi-step Special Case Solicitations/Summary of Circumstances:
CSP	Competitive Sealed Proposal including multi-step
CP/1	Specifications not sufficiently definite
CP/2	Judgement required in best interest of City
CP/3	Testing required to evaluate
CB/PQ/4	CSB or CSP from Pre-qualified Vendor List/ Advance qualification screening needed
CP/PQ/4	Demonstration Project
DP	Sole Source Procurement/only one source
RS	Procurement from a Required Source/ST/FED
NA	Negotiated Acquisition
NA/8	For ongoing construction project only: Compelling programmatic needs
NA/9	New contractor needed for changed/additional work
NA/10	Change in scope, essential to solicit one or limited number of contractors
NA/11	Immediate successor contractor required due to termination/default

For Legal services only:

NA/12	Specialized legal devices needed; CSP not advantageous
WA	Solicitation Based on Waiver/Summary of Circumstances (Client Services/CSB or CSP only)
WA1	Preventing loss of sudden outside funding
WA2	Existing contractor unavailable/immediate need
WA3	Unsuccessful efforts to contract/need continues
IG	Intergovernmental Purchasing (award only)
IG/F	Federal
IG/S	State
IG/O	Other
EM	Emergency Procurement (award only): An unforeseen danger to:
EM/A	Life
EM/B	Safety
EM/C	Property
EM/D	A necessary service
AC	Accelerated Procurement/markets with significant short-term price fluctuations
SCE	Service Contract Extension/insufficient time; necessary service; fair price Award to Other Than Lowest Responsible & Responsive Bidder or Proposer/Reason (award only) anti-apartheid preference
OLB/a	local vendor preference
OLB/b	recycled preference
OLB/c	other: (specify)

HOW TO READ CR PROCUREMENT NOTICES

Procurement notices in the CR are arranged by alphabetically listed Agencies, and within Agency, by Division if any. The notices for each Agency (or Division) are further divided into three subsections: Solicitations, Awards, and Lists & Miscellaneous notices. Each of these subsections separately lists notices pertaining to Goods, Services, or Construction.

Notices of Public Hearings on Contract Awards appear at the end of the Procurement Section.

At the end of each Agency (or Division) listing is a paragraph giving the specific address to contact to secure, examine and/or to submit bid or proposal documents, forms, plans, specifications, and other information, as well as where bids will be publicly opened and read. This address should be used for the purpose specified unless a different one is given in the individual notice. In that event, the directions in the individual notice should be followed.

The following is a SAMPLE notice and an explanation of the notice format used by the CR.

SAMPLE NOTICE

POLICE

DEPARTMENT OF YOUTH SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

BUS SERVICES FOR CITY YOUTH PROGRAM
-Competitive Sealed Bids- PIN# 056020000293 -
DUE 04-21-03 AT 11:00 A.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.

*NYPD, Contract Administration Unit,
51 Chambers Street, Room 310, New York, NY 10007.
Manuel Cruz (646) 610-5225.*

◀m27-30

ITEM	EXPLANATION
POLICE DEPARTMENT	Name of contracting agency
DEPARTMENT OF YOUTH SERVICES	Name of contracting division
■ SOLICITATIONS	Type of Procurement action
<i>Services (Other Than Human Services)</i>	Category of procurement
BUS SERVICES FOR CITY YOUTH PROGRAM	Short Title
CSB	Method of source selection
PIN #056020000293	Procurement identification number
DUE 04-21-03 AT 11:00 A.M.	Bid submission due 4-21-03 by 11:00 A.M.; bid opening date/time is the same.
Use the following address unless otherwise specified or submit bid/proposal documents; etc.	Paragraph at the end of Agency Division listing providing Agency
◀	Indicates New Ad
m27-30	Date that notice appears in The City Record