



# THE CITY RECORD

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## THE CITY RECORD

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## PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

## BOROUGH PRESIDENT - QUEENS

### ■ PUBLIC HEARINGS

**NOTICE IS HEREBY GIVEN** that a Virtual Public Hearing, will be held by the Borough President of Queens, Donovan Richards, on **Thursday, February 3, 2022**, starting at 9:30 A.M. The public hearing will be streamed live, at [www.queensbp.org](http://www.queensbp.org).

Those who wish to testify may preregister for virtual speaking time, by visiting, [www.queensbp.org/landuse](http://www.queensbp.org/landuse), and submitting their contact



information through the preregistration link. After preregistering, the speaker will receive a confirmation email, with instructions on how to participate in the virtual public hearing. Preregistration for speaking time can also be arranged, by calling (718) 286-3000, between 9:00 A.M. to 5:00 P.M., prior to the date of the hearing.

Written testimony is welcome from those who are unable to testify virtually. All written testimony must be received by 5:00 P.M., on Thursday, February 3, 2022, and may be submitted by email, to [planning@queensbp.org](mailto:planning@queensbp.org), or by conventional mail, sent to, the Office of the Queens Borough President, at 120-55 Queens Boulevard - Room 226, Kew Gardens, NY 11424.

**CD Q01 - ULURP 220050 ZMQ - IN THE MATTER OF** an application submitted by Eric Palatnik, on behalf of Agayev Holding LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 9a:

1. changing from an R5 District to an M1-4/R7A District property bounded by Vernon Boulevard, 35th Avenue, 9th Street, and a line 175 feet southwesterly of 35th Avenue; and
2. establishing a Special Mixed Use District (MX-23) bounded by Vernon Boulevard, 35th Avenue, 9th Street, and a line 175 feet southwesterly of 35th Avenue;

Borough of Queens, Community District 1, as shown on a diagram (for illustrative purposes only), dated January 3, 2022, and subject to the conditions of CEQR Declaration E-645. (Related ULURP #220051 ZRQ)

**CD Q01 - ULURP 220051 ZRQ - IN THE MATTER OF** an application submitted by Eric Palatnik on behalf of Agayev Holding LLC, pursuant to Sections 197-c and 201 of the New York City Charter for a zoning text amendment, to designate the Project Area, as a Mandatory Inclusionary Housing ("MIH") area, Borough of Queens, Community District 1, as shown on a diagram (for illustrative purposes only), dated December 21, 2021, and subject to the conditions of CEQR Declaration E-645. (Related ULURP #220050 ZMQ)

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

Accessibility questions: (718) 286-2860, by: Thursday, January 27, 2022, 4:00 P.M.



j27-f2

CITY COUNCIL

PUBLIC HEARINGS

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

The Subcommittee on Zoning and Franchises will hold a public hearing, accessible both in person and remotely, on the following matters in the Chambers, City Hall, New York, NY 10007, commencing at 10:00 A.M., on February 8, 2022. The hearing will be live-streamed on the Council's website, at https://council.nyc.gov/live/. Please visit, https://council.nyc.gov/land-use/, in advance for information about how to testify and how to submit written testimony.

OPEN RESTAURANTS TEXT AMENDMENT

CITYWIDE

N 210434 ZRY

Application submitted by the New York City Department of Transportation and the New York City Department of City Planning, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, removing Article I, Chapter 4 (Sidewalk Cafe Regulations) and modifying related Sections.

The proposed text amendment may be seen in the City Planning Calendar of October 6, 2021 (Cal. No. 37) and the Department of City Planning web site: (www.nyc.gov/planning).

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

Accessibility questions: Kaitlin Greer, kgreer@council.nyc.gov, by: Thursday, February 3, 2022, 3:00 P.M.



f2-8

CITY PLANNING COMMISSION

PUBLIC HEARINGS

In support of the City's efforts to contain the spread of COVID-19, the City Planning Commission will hold a remote public hearing, via the teleconferencing application Zoom, at 10:00 A.M. Eastern Daylight Time, on Wednesday, February 16, 2022, regarding the calendar items listed below.

The meeting will be live streamed through Department of City Planning's (DCP's) website, and accessible from the following webpage, which contains specific instructions on how to observe and participate, as well as materials relating to the meeting: https://www1.nyc.gov/site/nycengage/events/city-planning-commission-public-meeting/331544/1.

Members of the public should observe the meeting through DCP's website.

Testimony can be provided verbally by joining the meeting using either Zoom or by calling the following number and entering the information listed below:

877 853 5247 US Toll-free
888 788 0099 US Toll-free

253 215 8782 US Toll Number

213 338 8477 US Toll Number

Meeting ID: 618 237 7396
[Press # to skip the Participation ID]
Password: 1

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

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

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

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

BOROUGH OF THE BRONX

Nos. 1 & 2

OUR LADY OF PITY - 272 EAST 151ST STREET REZONING

No. 1

C 210321 ZMK

CD 1

IN THE MATTER OF an application submitted by Our Lady of Pity Apartments LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 6a, by changing from an R6 District to an R7A District property bounded by East 151st Street, a line 220 feet southeasterly of Morris Avenue, a line midway between East 150th Street and East 151st Street, a line 270 feet southeasterly of Morris Avenue, East 150th Street, and Morris Avenue, as shown on a diagram (for illustrative purposes only) dated November 1, 2021, and subject to the conditions of CEQR Declaration E-652.

No. 2

N 210322 ZRX

CD1

IN THE MATTER OF an application submitted by Our Lady of Pity Apartments 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

THE BRONX

The Bronx Community District 1

\*\*\*

Map 10 - (date of adoption)

[PROPOSED MAP]



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

Area 4 — [date of adoption] — MIH Program Option 1 and Option 2

Portion of Community District 1, The Bronx

\*\*\*

BOROUGH OF BROOKLYN

Nos. 3 & 4

3285 FULTON STREET REZONING

No. 3

C 220111 ZMK

CD 5

IN THE MATTER OF an application submitted by MHANY Management, Inc. and Cypress Hills Local Development Corporation, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 17c:

1. eliminating from within an existing R5 District a C2-3 District bounded by a line 150 feet northerly of Fulton Street, Pine Street, Fulton Street, and Euclid Avenue - Father John Kreg Place;
2. changing from an R5 District to an R7A District property bounded by a line 100 feet northerly of Fulton Street, Pine Street, Fulton Street, and Euclid Avenue - Father John Kreg Place;
3. establishing within the proposed R7A District a C2-4 District bounded by a line 100 feet northerly of Fulton Street, Pine Street, Fulton Street, and Euclid Avenue - Father John Kreg Place; and
4. establishing a Special Enhanced Commercial District (EC-6) bounded by a line 100 feet northerly of Fulton Street, Pine Street, Fulton Street, and Euclid Avenue - Father John Kreg Place

as shown on a diagram (for illustrative purposes only) dated November 1, 2021, and subject to the conditions of CEQR Declaration E-654.

**No. 4**

**CD 5** **N 220112 ZRK**  
**IN THE MATTER OF** an application submitted by MHANY Management, Inc., and Cypress Hills Local Development Corporation, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying Article XIII, Chapter 2 (Special Enhanced Commercial District), and 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

**ARTICLE XIII**  
**SPECIAL PURPOSE DISTRICTS**

**Chapter 2**  
**Special Enhanced Commercial District (EC)**

\* \* \*

**132-10**  
**GENERAL PROVISIONS**

\* \* \*

**132-11**  
**Special Enhanced Commercial Districts Specified**

The #Special Enhanced Commercial District# is mapped in the following areas:

\* \* \*

- (f) #Special Enhanced Commercial District# 6

The #Special Enhanced Commercial District# 6 (EC-6) is established on April 20, 2016, on the following #designated commercial streets# as indicated on zoning map 17c:

- (1) Fulton Street, in the Borough of Brooklyn, between Sheffield Avenue and Euclid Avenue Pine Street.

\* \* \*

**APPENDIX F**

**Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas**

\* \* \*

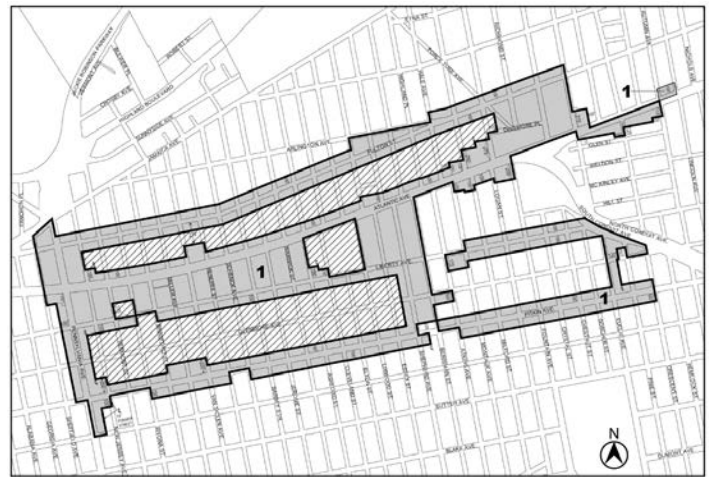
**BROOKLYN**

\* \* \*

**Brooklyn Community District 5**

Map 1 [date of adoption]

[EXISTING MAP]



■ Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3)  
 Area 1 -- 4/20/16 MIH Program Option 1 and Deep Affordability Option  
 ▨ Excluded area

[PROPOSED MAP]



■ Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3)  
 Area 1 -- 4/20/16 MIH Program Option 1 and Deep Affordability Option  
 Area # -- [date of adoption] MIH Program Options 1 and 2  
 ▨ Excluded area

Portion of Community District 5, Brooklyn

\* \* \*

**Nos. 5 & 6**  
**1220 AVENUE P REZONING**  
**No. 5**

**CD 15** **C 210098 ZMK**  
**IN THE MATTER OF** an application submitted by Omni Enterprises, LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 22d, by changing from an R5B District to an R7A District property bounded by Avenue P, East 13<sup>th</sup> Street, a line 140 feet southerly of Avenue P, East 12<sup>th</sup> Street, a line 100 feet southerly of Avenue P, and a line midway between Coney Island Avenue and East 12<sup>th</sup> Street, as shown on a diagram (for illustrative purposes only) dated November 1, 2021, and subject to the conditions of CEQR Declaration E-653.

**No. 6**

**CD 15** **N 210099 ZRK**  
**IN THE MATTER OF** an application submitted by Omni Enterprises, 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 15

\* \* \*

Map 1 – [date of adoption]

[PROPOSED MAP]



Mandatory Inclusionary Housing Program Area (see Section 23-154(d)(3))

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

Portion of Community District 15, Brooklyn

\* \* \*

Nos. 7 & 8  
103 LEE AVENUE  
No. 7

CD 1 IN THE MATTER OF an application submitted by Sbeny Holdings LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 12d:

- 1. eliminating from within an existing R6 District a C1-3 District bounded by Williamsburg Street East, Lee Avenue, and the southwesterly prolongation of a line midway between Keap Street and Hooper Street;
- 2. changing from an R6 District to an R7X District property bounded by Williamsburg Street East, Keap Street and its southwesterly centerline prolongation, a line 100 feet northeasterly of Lee Avenue, and a line midway between Keap Street and Hooper Street and its southwesterly prolongation; and
- 3. establishing within the proposed R7X District a C2-4 District bounded by Williamsburg Street East, Keap Street and its southwesterly centerline prolongation, a line 100 feet northeasterly of Lee Avenue, and a line midway between Keap Street and Hooper Street and its southwesterly prolongation;

as shown on a diagram (for illustrative purposes only) dated November 15, 2021.

No. 8

CD 1 IN THE MATTER OF an application submitted by Sbeny Holdings LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying 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

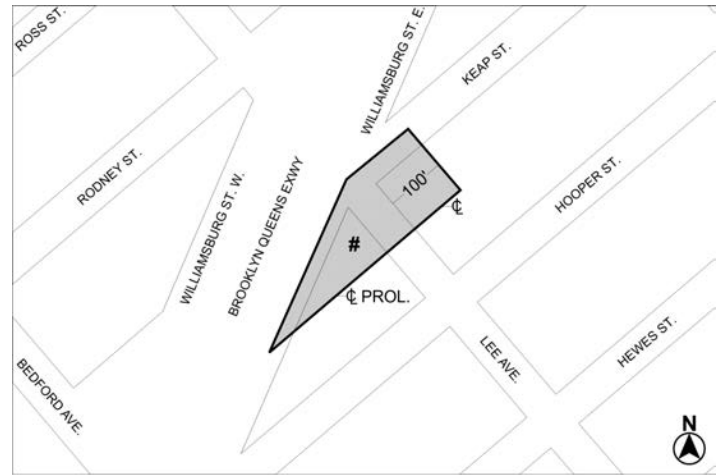
\* \* \*

BROOKLYN

Brooklyn Community District 1

\* \* \*

Map 5 – [date of adoption]



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

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

Portion of Community District 1, Brooklyn

\* \* \*

BOROUGH OF QUEENS  
Nos. 9 & 10  
146-93 GUY BREWER BLVD REZONING  
No. 9

CD 13 IN THE MATTER OF an application submitted by Ranbir LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 19b:

- 1. changing from an R3-2 District to an R6A District property bounded by 146<sup>th</sup> Terrace, a line 100 feet easterly of Guy R. Brewer Boulevard, 147<sup>th</sup> Avenue, and Guy R. Brewer Boulevard; and
- 2. establishing within the proposed R6A District a C2-2 District bounded by 146<sup>th</sup> Terrace, a line 100 feet easterly of Guy R. Brewer Boulevard, 147<sup>th</sup> Avenue, and Guy R. Brewer Boulevard;

as shown on a diagram (for illustrative purposes only), dated November 1, 2021, and subject to the conditions of CEQR Declaration E-646.

No. 10

CD 13 IN THE MATTER OF an application submitted by Ranbir 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

\* \* \*

QUEENS

\* \* \*

Queens Community District 13

\* \* \*

Map 1 – [date of adoption]

[PROPOSED MAP]



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

Portion of Community District 13, Queens

\* \* \*

EDWIN MARSHALL, Calendar Officer
City Planning Commission
120 Broadway, 31st Floor, New York, NY 10271
Telephone (212) 720-3560

Accessibility questions: (212) 720-3508, AccessibilityInfo@planning.nyc.gov, by: Friday, February 11, 2022, 5:00 P.M.

Accessibility icon and reference number f2-16

CITYWIDE ADMINISTRATIVE SERVICES

PUBLIC HEARINGS

DIVISION OF CITYWIDE PERSONNEL SERVICES
PROPOSED AMENDMENT TO CLASSIFICATION

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

A virtual public hearing will be held by the Commissioner of Citywide Administrative Services in accordance with Rule 2.6 of the Personnel Rules and Regulations of the City of New York via Microsoft Teams on February 14, 2022, at 10:00 A.M.

Microsoft Teams details:

Topic: Police Officer List Appropriation -- Public Hearing
Meeting Link: https://teams.microsoft.com/...
Phone number: 646-893-7101
Phone Conference ID: 331 027 744#

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

WHEREAS, the DCAS Commissioner has determined that it would be in the best interest of the Civil Service of the City of New York to make Police Officer (70210), Open Competitive, Exams No. 1802, 7326, 8339, 0320 and 2027 eligible lists appropriate for filling positions in the titles of School Safety Agent (60817) and Traffic Enforcement Agent (71651).

WHEREAS, this action is not a precedent for any future list for Police Officer (70210), unless specifically authorized by the Commissioner; Now therefore be it

RESOLVED, that it is hereby amended as follows:

I. The subject eligible lists are made appropriate for filling positions in the titles of School Safety Agent (60817) and Traffic Enforcement Agent (71651). This action is not a precedent for any future list for Police Officer (70210), unless specifically authorized by the Commissioner

1. Eligibles accepting an appointment as School Safety Agent (60817)

or Traffic Enforcement Agent (71651) from the subject lists will remain on the respective open competitive list for Police Officer (70210), Exam Nos. 1802, 7326, 8339, 0320, or 2027.

If you need to request a reasonable accommodation to, attend or have questions about accessibility, please contact DCAS Accessibility, at (212) 386-0256, or accessibility@dcas.nyc.gov.

Accessibility questions: DCAS Accessibility, (212) 386-0256, accessibility@dcas.nyc.gov, by: Friday, February 11, 2022, 5:00 P.M.



j31-f2

COMMUNITY BOARDS

PUBLIC HEARINGS

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

BOROUGH OF BROOKLYN

Community Board No. 11 - Thursday, February 10, 2022, at 7:00 P.M., via Zoom videoconferencing. To participate, please register in advance, at https://us02web.zoom.us/webinar/register/WN\_YwMQyQO6QQ2zxxCTa0DaZmw, or view the livestream of the meeting, at https://www.facebook.com/brooklynbc11

Application # C200358ZMK
CEQR # 21DCP032K
Project Name: 2300 Cropsey Avenue

IN THE MATTER OF an application submitted by Cropsey Partners LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for the amendment of the Zoning Map, Section No. 28c, by establishing within an existing R6 District a C2-4 District bounded by Cropsey Avenue, a line 380 feet northwesterly of 24th Avenue, Leif Ericson Drive and a line 620 feet northwesterly of 24th Avenue, Borough of Brooklyn, Community District 11.

f2-3

NOTICE IS HEREBY GIVEN that the following matters have been scheduled for public hearing by Community Board 8, Queens:

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 08 - ULURP-210128ZMQ - Wednesday, February 9, 2022, at 7:30 P.M. This is a VIRTUAL Public Hearing.

https://nycwb.webex.com/nycwb/j.php?MTID=m22ae086f9098e2885a9b977ad5e4ff51

Webinar number (access code): 2337 041 1489
Webinar password: winter22 (94683722 from phones)

Join by phone 646 992-2010 (NYC) 408 418-9388 (USA)
Webinar password: (94683722 from phones)

AGENDA

77-39 Vleigh Place - BBL 4-6630-1 & 15 - This is a private application by VP Capital Holdings LLC, requesting a Zoning Map amendment and Zoning Text amendment to facilitate the development of an seven-story mixed-use building, including approx. 43,608 SF of commercial use and 10,433 SF of community facility use as well as approx. 119 residential units, of which 25 to 30% would be permanently affordable pursuant to MIH in Kew Gardens Hills.

For speaking time, you MUST contact our office, at (718) 264-7895 during normal business hours (Monday through Friday, from 9:00 A.M. to 5:00 P.M.), and no later than 4:00 P.M., on the date of the hearing.

f2

BOARD OF CORRECTION

MEETING

The New York City Board of Correction, will hold a public meeting, on Tuesday, February 8, 2022, at 9:00 A.M. The Board will discuss issues impacting the New York City jail system. To be determined based on public health guidance.

More information is available on the Board's website.

f2-8

**HOUSING AUTHORITY**

■ NOTICE

Because of the ongoing COVID-19 health crisis, and in relation to Chapter 1 of the Laws of 2022, the Audit & Finance Committee Meeting of the New York City Housing Authority, scheduled for Tuesday, February 8, 2022, at 10:00 A.M., will be limited to viewing the livestream or listening, via phone, instead of attendance in person.

For public access, the meeting will be streamed live, on YouTube Channel, and on NYCHA's Website, at <https://www1.nyc.gov/site/nycha/about/audit-committee-meetings.page>, or can be accessed, via Zoom, by calling 1 (877) 853-5247, and using Webinar ID: 853 0935 2862.

For those wishing to provide public comment, pre-registration is required, via email, to [audit@nycha.nyc.gov](mailto:audit@nycha.nyc.gov), or by contacting, (212) 306-3780, no later than 2:00 P.M., on the day prior to the Audit Committee Meeting. When pre-registering, please provide your name, development or organization name, contact information, email address and item you wish to comment on. You will then be contacted with instructions for providing comment. Comments are limited to the items on the Agenda.

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

Copies of the Agenda will be available, on NYCHA's Website, no earlier than 24 hours before the upcoming Audit & Finance Committee Meeting. Copies of the draft Minutes will also be available, on NYCHA's Website, no earlier than 3:00 P.M., on Thursday, two weeks after the Audit & Finance Committee Meeting.

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

Any person requiring a reasonable accommodation in order to participate in the Audit & Finance Committee Meeting, should contact the Department of Internal Audit and Assessment by phone, at (212) 306-3780 or by email, at [audit@nycha.nyc.gov](mailto:audit@nycha.nyc.gov), no later than Friday, February 4, 2022, at 4:00 P.M.

For additional information regarding the Audit & Finance Committee Meeting, please visit NYCHA's Website, contact by phone, at (212) 306-3780, or by email, at [audit@nycha.nyc.gov](mailto:audit@nycha.nyc.gov).

j28-f8

**LANDMARKS PRESERVATION COMMISSION**

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320), on Tuesday, February 8, 2022, the Landmarks Preservation Commission (LPC or agency), will hold a public hearing by teleconference with respect to the properties list below, and then followed by a public meeting.

The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website, the Friday before the hearing. Please note that the order and estimated times are subject to change. The teleconference will be by the Zoom app and will be live streamed on the LPC's YouTube channel, [www.youtube.com/nyclpc](http://www.youtube.com/nyclpc). Members of the public should observe the meeting on the YouTube channel and may testify on particular matters by joining the meeting using either the Zoom app or by calling in from any phone. Specific instructions on how to observe and testify, including the meeting ID and password, and the call-in number, will be posted on the agency's website, under the "Hearings" tab, <https://www1.nyc.gov/site/lpc/hearings/hearings.page>, on the Monday before the public hearing. Any person requiring language assistance services or other reasonable accommodation in order to participate in the hearing or attend the meeting, should contact the LPC, by contacting Sasha Sealey, Community and Intergovernmental Affairs, at [ssealey@lpc.nyc.gov](mailto:ssealey@lpc.nyc.gov), at least five (5) business days before the hearing or meeting. Please note: Due to the City's response to COVID-19, this public hearing and meeting is subject to change and/or cancellation.

**922 Albemarle Road - Prospect Park South Historic District  
LPC-22-03231 - Block 5112 - Lot 8 - Zoning: R1-2  
CERTIFICATE OF APPROPRIATENESS**

A free-standing house, designed by Benjamin Driesler and built in 1909. Application is to replace windows and install a skylight.

**160 Marlborough Road - Prospect Park South Historic District  
LPC-22-05801 - Block 5118 - Lot 13 - Zoning: R1-2  
CERTIFICATE OF APPROPRIATENESS**

A Mediterranean style house, designed by Robert Bryson and Carroll Pratt and built in 1905 with the porch enclosed c. 1951. Application is to modify window openings, replace windows and alter the roof.

**39-38 45th Street - Sunnyside Gardens Historic District  
LPC-22-04661 - Block 155 - Lot 78 - Zoning: R4  
CERTIFICATE OF APPROPRIATENESS**

A simplified Colonial Revival style rowhouse, designed by Clarence Stein and Henry Wright and built in 1926. Application is to install skylights.

**259 Hollywood Avenue - Douglaston Historic District  
LPC-19-36781 - Block 8046 - Lot 33 - Zoning: R1-2  
CERTIFICATE OF APPROPRIATENESS**

A vernacular Colonial Revival style house, designed by George J. Hardway and built in 1915. Application is to legalize modifications to the porch, a window opening and driveway; legalize the installation of windows and a fence, the removal of mature trees and shutters, and the construction of a retaining wall, all without Landmarks Preservation Commission permit(s), and legalize the construction of a deck in non-compliance with Landmarks Preservation Commission permit(s).

**25 East 11th Street - Greenwich Village Historic District  
LPC-22-05846 - Block 569 - Lot 31 - Zoning: R7-2  
CERTIFICATE OF APPROPRIATENESS**

A Greek Revival style rowhouse, built in 1842-1845. Application is to construct rear yard and rooftop additions, and alter the façade.

**428 West 20th Street - Chelsea Historic District  
LPC-22-01004 - Block 717 - Lot 7502 - Zoning: R7B  
CERTIFICATE OF APPROPRIATENESS**

An Italianate style residence, built in 1857. Application is to construct a rooftop addition.

**44-54 9th Avenue and 351-355 West 14th Street - Gansevoort Market Historic District  
LPC-22-06133 - Block 738 - Lot 1, 8 - Zoning: C6-2A  
CERTIFICATE OF APPROPRIATENESS**

A row of Greek Revival style rowhouses, with stores built c. 1845-46 and a row of Greek Revival style town houses, with stores built c. 1842-44. Application is to reconstruct facades.

**541 Columbus Avenue (aka 61 West 86th Street) - Upper West Side/Central Park West Historic District  
LPC-21-06610 - Block 1200 - Lot 1 - Zoning: R10A  
CERTIFICATE OF APPROPRIATENESS**

A Romanesque Revival style flats building, designed by John G. Prague and built in 1888-1889. Application is to replace ground infill.

**21 East 63rd Street - Upper East Side Historic District  
LPC-22-06084 - Block 1378 - Lot 113 - Zoning: C5-1  
CERTIFICATE OF APPROPRIATENESS**

A Beaux-Arts style rowhouse, built in 1900 and designed by Buchman and Fox and altered in 1980. Application is to remove the stoop, alter the ground floor and modify the areaway walls and ironwork.

j25-f7

**COURT NOTICES**

**SUPREME COURT**

**RICHMOND COUNTY**

■ NOTICE

**RICHMOND COUNTY  
I.A.S. PART 89  
NOTICE OF ACQUISITION  
INDEX NUMBER CY4519/2021  
CONDEMNATION PROCEEDING**

**IN THE MATTER OF** the Application of the CITY OF NEW YORK Relative to Acquiring Title in Fee Simple Absolute to certain real property located in Staten Island for:

**SOUTH BEACH AVENUE – STAGE 1**

in the area generally bounded by Reid Avenue to the north, Quintard Street to the west, Olympia Boulevard to the south and Norway Avenue to the east, in the Borough of Staten Island, City and State of New York.

**PLEASE TAKE NOTICE**, that by order of the Supreme Court of the State of New York, County of Richmond (Hon. Wayne P. Saitta, J.S.C.), duly entered in the office of the Clerk of the County of Richmond on December 20, 2021 (“Order”), the application of the CITY OF NEW YORK (“City”) to acquire certain real property, where not heretofore acquired for the same purpose, required for the reconstruction of roadways, sidewalks and curbs, and the installation of sanitary and storm sewers, water mains and appurtenances, was granted and the City was thereby authorized to file an acquisition map with the Office of the Clerk of Richmond County (“Map”). Said Map, showing the property acquired by the City, was filed with the Office of the Clerk of Richmond County. Title to the real property vested in the City of New York on December 30, 2021 (“Vesting Date”).

**PLEASE TAKE FURTHER NOTICE**, that the City has acquired the parcels of real property as shown on the Map and described in the annexed Schedule A in fee simple absolute.

**PLEASE TAKE FURTHER NOTICE**, that pursuant to said Order and to §§ 503 and 504 of the Eminent Domain Procedure Law (“EDPL”) of the State of New York, each and every person interested in the real property acquired in the above-referenced proceeding and having any claim or demand on account thereof shall have a period of three calendar years from the Vesting Date for this proceeding, to file a written claim with the Clerk of the Court of Richmond County, and to serve within the same timeframe a copy thereof on the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, NY 10007. Pursuant to EDPL § 504, the claim shall include:

- (A) the name and post office address of the condemnee;
- (B) reasonable identification by reference to the acquisition map, or otherwise, of the property affected by the acquisition, and the condemnee’s interest therein;
- (C) a general statement of the nature and type of damages claimed, including a schedule of fixture items which comprise part or all of the damages claimed; and,
- (D) if represented by an attorney, the name, address and telephone number of the condemnee’s attorney

Pursuant to EDPL § 503(C), in the event a claim is made for fixtures or for any interest other than the fee in the real property acquired, a copy of the claim, together with the schedule of fixture items, if applicable, shall also be served upon the fee owner of said real property.

**PLEASE TAKE FURTHER NOTICE**, that, pursuant to § 5-310 of the New York City Administrative Code, proof of title shall be submitted to the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, New York.

Dated: New York, NY  
January 21, 2022

GEORGIA M. PESTANA  
Corporation Counsel of the  
City of New York  
100 Church Street  
New York, NY 10007  
Tel. (212) 356- 4064  
  
By: /s/ Stephanie M. Fitos  
Stephanie M. Fitos  
Assistant Corporation Counsel

**SCHEDULE A  
PROPERTIES ACQUIRED**

Part of and/or Adjacent Block Number	Part of and/or Adjacent Lot Number
3390	16
3390	14
3390	12
3390	11
3390	10
3390	9
3390	8

Part of and/or Adjacent Block Number	Part of and/or Adjacent Lot Number
3390	5
3390	1
3390	54
3390	52
3390	50
3390	49
3390	47
3390	46
3391	26
3391	23
3391	22
3391	21
3391	20
3391	19
3391	118
3391	18
3391	16
3391	14
3391	10
3391	9
3391	6
3391	1
3391	46
3391	44
3391	42
3391	41
3391	40
3391	38
3391	37
3391	36
3391	34
3391	32
3391	31
3392	24
3392	20
3392	18
3392	16
3392	12
3392	9
3392	7
3392	5
3392	3
3392	2
3392	1
3392	43
3392	41
3392	40
3392	39
3392	35
3243	100

Part of and/or Adjacent Block Number	Part of and/or Adjacent Lot Number	Part of and/or Adjacent Block Number	Part of and/or Adjacent Lot Number
3248	1	3396	121
3248	76	3396	21
3248	75	3396	20
3248	74	3396	18
3248	72	3396	16
3248	70	3396	12
3248	71	3396	10
3248	69	3396	8
3248	68	3396	6
3248	66	3396	1
3248	64	3397	13
3248	63	3397	9
3248	62	3397	53
3248	60	3397	1
3248	58	3398	7
3248	56	3398	99
3248	54	3398	1
3248	53	3395	44
3248	151	3395	43
3248	51	3395	42
3248	50	3395	41
3248	48	3395	39
3248	47	3395	38
3248	46	3395	37
3248	44	3395	35
3252	1	3395	33
3252	62	3395	31
3252	60	3395	29
3252	59	3395	27
3252	57	3395	26
3252	55	3395	25
3252	53	3395	24
3252	51	3395	22
3252	49	3395	21
3252	47	3395	20
3252	45	3395	19
3252	44	3395	18
3252	43	3395	17
3252	41	3395	16
3252	35	3395	15
3396	29	3395	14
3396	29	3395	13
3396	28	3395	11
3396	124	3395	10
3396	24	3395	9
3396	123	3395	7
3396	23	3395	6
3396	122	3395	3
3396	22	3395	1



Part of and/or Adjacent Block Number	Part of and/or Adjacent Lot Number
3395	100
3395	99
3395	98
3395	97
3395	95
3395	93
3395	91
3395	90
3395	89
3395	88
3395	86
3395	84
3395	83
3395	82
3395	80
3395	78
3395	76
3395	75
3395	74
3395	72
3395	70
3395	68
3395	67
3395	66
3395	65
3395	58
3395	54
3395	53
3395	52
3395	51
3394	37
3394	38
3394	35
3394	32
3394	30
3394	29
3394	28
3394	24
3394	24
3394	22
3394	20
3394	16
3394	12
3394	11
3394	10
3394	9
3394	8
3394	7
3394	6

Part of and/or Adjacent Block Number	Part of and/or Adjacent Lot Number
3394	5
3394	3
3394	2
3394	101
3394	1
3394	96
3394	95
3394	92
3394	90
3394	88
3394	85
3394	84
3394	80
3394	181
3394	181
3394	79
3394	78
3394	77
3394	75
3394	71
3394	72
3394	73
3394	173
3394	170
3394	69
3394	68
3394	67
3394	66
3394	65
3394	64
3394	63
3394	61
3394	60
3394	59
3394	57
3394	56
3394	52
3394	51
3394	50
3394	48
3394	46
3394	44
3394	42
3393	46
3393	45
3393	44
3393	42
3393	41
3393	39

Part of and/or Adjacent Block Number	Part of and/or Adjacent Lot Number	Part of and/or Adjacent Block Number	Part of and/or Adjacent Lot Number
3393	39	3393	65
3393	38	3393	63
3393	35	3393	61
3393	33	3393	59
3393	32	3393	56
3393	131	3393	54
3393	31	3393	52
3393	130	3393	51
3393	30	3398	C170
3393	27	3398	33
3393	25	3398	31
3393	23	3398	30
3393	20	3398	29
3393	17	3398	28
3393	14	3398	26
3393	13	3398	23
3393	12	3398	22
3393	11	3398	21
3393	10	3398	20
3393	109	3398	19
3393	9	3398	18
3393	8	3398	15
3393	7	3398	14
3393	7	3398	13
3393	5	3398	10
3393	4	3398	9
3393	3	3398	8
3393	1	3397	53
3393	96	3397	51
3393	94	3397	50
3393	93	3397	49
3393	92	3397	48
3393	91	3397	47
3393	89	3397	45
3393	87	3397	44
3393	85	3397	43
3393	84	3397	42
3393	83	3397	39
3393	82	3397	38
3393	81	3397	37
3393	79	3397	36
3393	77	3397	36
3393	75	3397	35
3393	73	3397	34
3393	72	3397	33
3393	71	3397	30
3393	70	3397	29
3393	69	3397	28
3393	68	3397	26

Part of and/or Adjacent Block Number	Part of and/or Adjacent Lot Number
3397	25
3397	23
3397	22
3397	20
3397	19
3397	17
3397	14
3396	3
3396	4
3396	43
3396	37
3396	36
3396	34
3396	33
3396	32
3418	7
3418	10
3419	11
3419	7
3419	5
3419	3
3419	3
3419	1
3420	28
3420	61

← f2-15

**RICHMOND COUNTY  
I.A.S. PART 89  
NOTICE OF PETITION  
INDEX NUMBER CY4521/2021  
CONDEMNATION PROCEEDING**

**IN THE MATTER OF** the Application of the CITY OF NEW YORK Relative to Acquiring Title in Fee Simple Absolute to certain real property located in Staten Island for:

**SOUTH BEACH AREA – STAGE 2**

From McClean Avenue to the north, Norway Avenue to the west, Olympia Boulevard to the south and Hickory Avenue to the east, in the Borough of Staten Island, City and State of New York.

**PLEASE TAKE NOTICE** that the City of New York (“City”) intends to make an application to the Supreme Court of the State of New York, Richmond County, IA Part 89, for certain relief.

Due to the ongoing COVID-19 public health emergency, the hearing for this matter will not be held in person at the Kings County Courthouse, located at 360 Adams Street, in the Borough of Brooklyn, City and State of New York, but rather will be held virtually and on the telephone via Microsoft Teams on February 23, 2022, at 10:00 A.M., or as soon thereafter as counsel can be heard. To receive a link and/or phone number to attend the virtual hearing please contact Senior Court Clerk Patriciaann McHenry directly, at pmchenry@nycourts.gov, prior to the hearing.

The application is for an order:

- 1) authorizing the City to file an acquisition map in the Office of the Richmond County Clerk;
- 2) directing that upon the filing of the order granting the relief sought in this petition, together with the filing of the acquisition map in the Office of the Richmond County Clerk, title to the property shown on said map and sought to be acquired and more particularly described in this petition shall vest in the City in fee simple absolute;

- 3) providing that the just compensation that should be made to the owners of the real property sought to be acquired and described in this petition be ascertained and determined by the Court without a jury;
- 4) directing that within thirty days of entry of the order granting the relief sought in this petition, the City shall cause a Notice of Acquisition to be published in at least ten successive issues of The City Record, an official newspaper published in the City of New York, and shall serve a copy of such notice by first class mail on each condemnee or his, her, or its attorney of record;
- 5) directing that each condemnee shall have a period of two calendar years from the vesting date for this proceeding in which to file a written claim, demand, or notice of appearance with the Clerk of this Court and to serve a copy of the same upon the Corporation Counsel of the City of New York, 100 Church Street, New York, NY 10007.

The City of New York, in this proceeding, intends to acquire title in fee simple absolute to certain real property where not heretofore acquired for the same purpose, for the reconstruction of roadways, sidewalks and curbs, and the installation of sanitary and storm sewers, water mains and appurtenances in the Borough of Staten Island, City and State of New York.

The description of the real property to be acquired is as follows, subject to the interest of the New York City Housing Authority, if any:

**SITE A**

**McCLEAN AVENUE FROM  
NORWAY AVENUE TO HICKORY AVENUE  
MALLORY AVENUE FROM  
FOCH AVENUE TO McCLEAN AVENUE  
LAMPORF BOULEVARD FROM  
FOCH AVENUE TO McCLEAN AVENUE  
KENSINGTON AVENUE FROM  
FOCH AVENUE TO McCLEAN AVENUE  
JEROME AVENUE FROM  
FOCH AVENUE TO McCLEAN AVENUE  
BIONIA AVENUE FROM  
FOCH AVENUE TO McCLEAN AVENUE**

**ALL** that certain plot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the Borough of Staten Island, Richmond County, City and State of New York, and being more particularly bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the southerly line of McClean Avenue (irregular width) with the westerly line of Mallory Avenue (60 feet wide);

**RUNNING THENCE** South 66 degrees 36 minutes 41 seconds West along the southerly line of McClean Avenue, a distance of 200.16 feet to the corner formed by the intersection of the southerly line of McClean Avenue with the easterly line of Norway Avenue (68 feet wide);

**THENCE** North 25 degrees 40 minutes 11 seconds West along the northerly prolongation of the easterly line of Norway Avenue, a distance of 70.06 feet to a point on the westerly prolongation of the northerly line of McClean Avenue (70 feet wide);

**THENCE** North 66 degrees 36 minutes 41 seconds East along the westerly prolongation of the northerly line of McClean Avenue, along the northerly line of McClean Avenue, a distance of 1571.24 feet to the corner formed by the intersection of the northerly line of McClean Avenue with the easterly line of Hickory Avenue (60 feet wide);

**THENCE** South 25 degrees 40 minutes 11 seconds East along the southerly prolongation of the easterly line of Hickory Avenue across the bed of McClean Avenue, a distance of 70.06 feet to the corner formed by the intersection of the easterly line of Hickory Avenue with the southerly line of McClean Avenue;

**THENCE** South 66 degrees 36 minutes 41 seconds West along the westerly prolongation of the southerly line of McClean Avenue, along the southerly line of McClean Avenue, a distance of 260.20 feet to the corner formed by the intersection of the southerly line of McClean Avenue with the easterly line of Bionia Avenue (60 feet wide);

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Bionia Avenue, a distance of 645.00 feet to the corner formed by the intersection of the easterly line of Bionia Avenue with the northerly line of Foch Avenue (70 feet wide);

**THENCE** South 64 degrees 19 minutes 49 seconds West along the westerly prolongation of the northerly line of Foch Avenue, a distance of 60.00 feet to the corner formed by the intersection of the northerly line of Foch Avenue with the westerly line of Bionia Avenue;

**THENCE** North 25 degrees 40 minutes 11 seconds West along the westerly line of Bionia Avenue, a distance of 647.39 feet to the corner

formed by the intersection of the westerly line of Bionia Avenue with the southerly line of McClean Avenue;

**THENCE** South 66 degrees 36 minutes 41 seconds West along the said southerly line of McClean Avenue, a distance of 200.16 feet to the corner formed by the intersection of the southerly line of McClean Avenue with the easterly line of Jerome Avenue (60 feet wide);

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Jerome Avenue, a distance of 655.35 feet to the corner formed by the intersection of the easterly line of Jerome Avenue with the northerly line of Foch Avenue;

**THENCE** South 64 degrees 19 minutes 49 seconds West along the westerly prolongation of the northerly line of Foch Avenue, a distance of 60.00 feet to the corner formed by the intersection of the northerly line of Foch Avenue with the westerly line of Jerome Avenue;

**THENCE** North 25 degrees 40 minutes 11 seconds West along the westerly line of Jerome Avenue, a distance of 657.74 feet to the corner formed by the intersection of the westerly line of Jerome Avenue with the southerly line of McClean Avenue;

**THENCE** South 66 degrees 36 minutes 41 seconds West along the southerly line of McClean Avenue, a distance of 200.16 feet to the corner formed by the intersection of the southerly line of McClean Avenue with the easterly line of Kensington Avenue (60 feet wide);

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Kensington Avenue, a distance of 665.71 feet to the corner formed by the intersection of the easterly line of Kensington Avenue with the northerly line of Foch Avenue;

**THENCE** South 64 degrees 19 minutes 49 seconds West along the westerly prolongation of the northerly line of Foch Avenue, a distance of 60.00 feet to the corner formed by the intersection of the northerly line of Foch Avenue with the westerly line of Kensington Avenue;

**THENCE** North 25 degrees 40 minutes 11 seconds West along the westerly line of Kensington Avenue, a distance of 668.10 feet to the corner formed by the intersection of the westerly line of Kensington Avenue with the southerly line of McClean Avenue;

**THENCE** South 66 degrees 36 minutes 41 seconds West along the southerly line of McClean Avenue, a distance of 200.16 feet to the corner formed by the intersection of the southerly line of McClean Avenue with the easterly line of Lamport Boulevard (70 feet wide);

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Lamport Boulevard, a distance of 676.07 feet to the corner formed by the intersection of the easterly line of Lamport Boulevard with the northerly line of Foch Avenue;

**THENCE** South 64 degrees 19 minutes 49 seconds West along the westerly prolongation of the northerly line of Foch Avenue, a distance of 70.00 feet to the corner formed by the intersection of the northerly line of Foch Avenue with the westerly line of Lamport Boulevard;

**THENCE** North 25 degrees 40 minutes 11 seconds West along the westerly line of Lamport Boulevard, a distance of 678.86 feet to the corner formed by the intersection of the westerly line of Lamport Boulevard with the southerly line of McClean Avenue;

**THENCE** South 66 degrees 36 minutes 41 seconds West along the southerly line of McClean Avenue, a distance of 200.16 feet to the corner formed by the intersection of the southerly line of McClean Avenue with the easterly line of Mallory Avenue;

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Mallory Avenue, a distance of 686.82 feet to the corner formed by the intersection of the easterly line of Mallory Avenue with the northerly line of Foch Avenue;

**THENCE** South 64 degrees 19 minutes 49 seconds West along the westerly prolongation of the northerly line of Foch Avenue, a distance of 60.00 feet to the corner formed by the intersection of the northerly line of Foch Avenue with the westerly line of Mallory Avenue;

**THENCE** North 25 degrees 40 minutes 11 seconds West along the westerly line of Mallory Avenue, a distance of 689.21 feet to the point of **BEGINNING**.

This site is located within the beds of McClean Avenue, Mallory Avenue, Lamport Boulevard, Kensington Avenue, Jerome Avenue and Bionia Avenue as shown on "City Map" of the City of New York, Borough of Staten Island and on Damage and Acquisition Map No. 4226 and comprises an area of 316,869 square feet or 7.27431 of an acre.

Note: \* Bearings are in the system established by the United States Coast and Geodetic Survey for the Borough of Staten Island.

#### **SITE B**

#### **OLYMPIA BOULEVARD FROM NORWAY AVENUE TO HICKORY AVENUE**

#### **MALLORY AVENUE FROM OLYMPIA BOULEVARD TO FOCH AVENUE**

#### **LAMPORT BOULEVARD FROM OLYMPIA BOULEVARD TO FOCH AVENUE**

#### **KENSINGTON AVENUE FROM OLYMPIA BOULEVARD TO FOCH AVENUE**

#### **JEROME AVENUE FROM OLYMPIA BOULEVARD TO FOCH AVENUE**

#### **BIONIA AVENUE FROM OLYMPIA BOULEVARD TO FOCH AVENUE**

**ALL** that certain plot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the Borough of Staten Island, Richmond County, City and State of New York, and being more particularly bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the northerly line of Olympia Boulevard (70 feet wide) with the westerly line of Mallory Avenue (60 feet wide);

**RUNNING THENCE** North 25 degrees 40 minutes 11 seconds West along the westerly line of Mallory Avenue, a distance of 572.17 feet to the corner formed by the intersection of the westerly line of Mallory Avenue with the southerly line of Foch Avenue (70 feet wide);

**THENCE** North 64 degrees 19 minutes 49 seconds East along the easterly prolongation of the southerly line of Foch Avenue, a distance of 60.00 feet to the corner formed by the intersection of the southerly line of Foch Avenue with the easterly line of Mallory Avenue;

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Mallory Avenue, a distance of 569.81 feet to the corner formed by the intersection of the easterly line of Mallory Avenue with the northerly line of Olympia Boulevard;

**THENCE** North 62 degrees 04 minutes 39 seconds East along the northerly line of Olympia Boulevard, a distance of 200.16 feet to the corner formed by the intersection of the northerly line of Olympia Boulevard with the westerly line of Lamport Boulevard (70 feet wide);

**THENCE** North 25 degrees 40 minutes 11 seconds West along the westerly line of Lamport Boulevard, a distance of 561.94 feet to the corner formed by the intersection of the westerly line of Lamport Boulevard with the southerly line of Foch Avenue;

**THENCE** North 64 degrees 19 minutes 49 seconds East along the easterly prolongation of the said southerly line of Foch Avenue, a distance of 70.00 feet to the corner formed by the intersection of the southerly line of Foch Avenue with the easterly line of Lamport Boulevard;

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Lamport Boulevard and its southerly prolongation, a distance of 555.94 feet to the corner formed by the intersection of the easterly line of Lamport Boulevard with the present northerly line of Olympia Boulevard (irregular width) as laid out on a certain map entitled "Map of South Garden Villas in the Fourth Ward, Richmond Borough, New York City" dated December 3rd, 1923, surveyed by Harold L. Nelson, City Surveyor and filed in the Richmond County Clerk's Office on June 2nd, 1924 as Map No. 1389;

**THENCE** North 59 degrees 25 minutes 26 seconds East along the present northerly line of Olympia Boulevard, a distance of 200.74 feet to the point on the southerly prolongation of the westerly line of Kensington Avenue (60 feet wide);

**THENCE** North 25 degrees 40 minutes 11 seconds West along the southerly prolongation of the westerly line of Kensington Avenue, along the said westerly line of Kensington Avenue, a distance of 538.77 feet to the corner formed by the intersection of the westerly line of Kensington Avenue with the southerly line of Foch Avenue;

**THENCE** North 64 degrees 19 minutes 49 seconds East along the easterly prolongation of the southerly line of Foch Avenue, a distance of 60.00 feet to the corner formed by the intersection of the southerly line of Foch Avenue with the easterly line of Kensington Avenue;

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Kensington Avenue and its southerly prolongation, a distance of 533.61 feet to the corner formed by the intersection of the easterly line of Kensington Avenue with the present northerly line of Olympia Boulevard;

**THENCE** North 52 degrees 23 minutes 32 seconds East along the present northerly line of Olympia Boulevard, a distance of 204.42 feet to the corner formed by the intersection of the present northerly line of Olympia Boulevard with the westerly line of Jerome Avenue (60 feet wide);

**THENCE** North 25 degrees 40 minutes 11 seconds West along the westerly line of Jerome Avenue, a distance of 491.33 feet to the corner formed by the intersection of the westerly line of Jerome Avenue with the southerly line of Foch Avenue;

**THENCE** North 64 degrees 19 minutes 49 seconds East along the easterly prolongation of the southerly line of Foch Avenue, a distance of 60.00 feet to the corner formed by the intersection of the southerly line of Foch Avenue with the easterly line of Jerome Avenue;

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Jerome Avenue, a distance of 478.64 feet to the corner formed by the intersection of the easterly line of Jerome Avenue with the northerly line of Olympia Boulevard;

**THENCE** North 52 degrees 23 minutes 32 seconds East along the northerly line of Olympia Boulevard, a distance of 204.42 feet to the corner formed by the intersection of the northerly line of Olympia Boulevard with the westerly line of Bionia Avenue (60 feet wide);

**THENCE** North 25 degrees 40 minutes 11 seconds West along the westerly line of Bionia Avenue, a distance of 436.36 feet to the corner formed by the intersection of the westerly line of Bionia Avenue with the southerly line of Foch Avenue;

**THENCE** North 64 degrees 19 minutes 49 seconds East along the easterly prolongation of the southerly line of Foch Avenue, a distance of 60.00 feet to the corner formed by the intersection of the southerly line of Foch Avenue with the easterly line of Bionia Avenue;

**THENCE** South 25 degrees 40 minutes 11 seconds East along the easterly line of Bionia Avenue, a distance of 423.67 feet to the corner formed by the intersection of the easterly line of Bionia Avenue with the present northerly line of Olympia Boulevard;

**THENCE** North 65 degrees 22 minutes 32 seconds East along the said present northerly line of Olympia Boulevard and its easterly prolongation, a distance of 260.04 feet to the southerly prolongation of the easterly line of Hickory Avenue (60 feet wide);

**THENCE** South 18 degrees 06 minutes 37 seconds East across the bed of Olympia Boulevard, a distance of 54.31 feet to a point on the southerly line of Olympia Boulevard (70 feet wide);

**THENCE** South 71 degrees 53 minutes 23 seconds West along the southerly line of Olympia Boulevard, a distance of 22.34 feet to the angle point on the southerly line of Olympia Boulevard;

**THENCE** South 65 degrees 35 minutes 20 seconds West, a distance of 25.68 feet to a point;

**THENCE** South 59 degrees 56 minutes 51 seconds West and through tax lot 1 in Staten Island Tax Block 3404, as shown on the tax map for the Borough of Richmond as such tax map existed on March 20, 2020, a distance of 50.73 feet to a point;

**THENCE** South 65 degrees 27 minutes 16 seconds West, a distance of 50.12 feet to a point;

**THENCE** South 67 degrees 58 minutes 07 seconds West and through tax lot 12 in Staten Island Tax Block 3410, as said tax map, a distance of 59.88 feet to a point;

**THENCE** South 63 degrees 12 minutes 34 seconds West and through tax lot 8 in Staten Island Tax Block 3410, as said tax map, a distance of 40.41 feet to a point;

**THENCE** South 52 degrees 36 minutes 59 seconds West and through tax lots 1 and 5 in Staten Island Tax Block 3410, as said tax map, a distance of 130.77 feet to a point;

**THENCE** South 48 degrees 43 minutes 19 seconds West, a distance of 64.26 feet to a point;

**THENCE** South 57 degrees 30 minutes 39 seconds West and through tax lot 10 in Staten Island Tax Block 3411, as said tax map, a distance of 51.15 feet to a point;

**THENCE** South 52 degrees 36 minutes 59 seconds West and through tax lots 3, 4, 5, 6, 8 and 9 in Staten Island Tax Block 3411, as said tax map a distance of 129.51 feet to a point;

**THENCE** South 48 degrees 41 minutes 13 seconds West and through tax lot 1 in Staten Island Tax Block 3411, as said tax map, a distance of 60.20 feet to a point;

**THENCE** South 51 degrees 34 minutes 31 seconds West, a distance of 52.60 feet to a point;

**THENCE** South 62 degrees 46 minutes 30 seconds West and through tax lot 9 in Staten Island Tax Block 3412, as said tax map, a distance of 40.29 feet to a point;

**THENCE** South 55 degrees 25 minutes 46 seconds West and through tax lot 7 in Staten Island Tax Block 3412, as said tax map, a distance of 40.23 feet to a point on the present southerly line of Olympia Boulevard (irregular width) as laid out on a certain map entitled "Amended Map of Scott Farm adjoining South Beach in the Fourth Ward, Richmond Borough, City of New York", surveyed by Harold L. Nelson, City Surveyor and filed in the Richmond County Clerk's Office as Map No. 599B;

**THENCE** South 59 degrees 34 minutes 14 seconds West along the said present southerly line of Olympia Boulevard a distance of 122.94 feet

to corner formed by the intersection of the southerly line of Olympia with the easterly line of Pearsall Street (50 feet wide) as laid out on the said Map No. 599B;

**THENCE** South 20 degrees 18 minutes 24 seconds East along the easterly line of Pearsall Street, a distance of 12.60 feet to the corner formed by the intersection of the easterly line of the said Pearsall Street with the southerly line of Olympia Boulevard (70 feet wide);

**THENCE** South 57 degrees 52 minutes 46 seconds West along the westerly prolongation of the southerly line of Olympia Boulevard and across the bed of the said Pearsall Street, a distance of 51.08 feet to the corner formed by the intersection of the westerly line of the Pearsall Street with the southerly line of the Olympia Boulevard;

**THENCE** North 20 degrees 18 minutes 24 seconds West along the westerly line of Pearsall Street, a distance of 9.13 feet a point;

**THENCE** South 59 degrees 34 minutes 14 seconds West through tax lots 101, 103 and 105 in Staten Island Tax Block 3417, as said tax map, a distance of 114.47 feet to a point;

**THENCE** South 20 degrees 18 minutes 24 seconds East, a distance of 12.58 feet to a point on the southerly line of Olympia Boulevard;

**THENCE** South 57 degrees 52 minutes 46 seconds West along the said southerly line of Olympia Boulevard, a distance of 3.22 feet to an angle point;

**THENCE** South 62 degrees 04 minutes 39 seconds West along the southerly line of Olympia Boulevard and its westerly prolongation, a distance of 205.99 feet to a point;

**THENCE** South 62 degrees 08 minutes 57 seconds West, a distance of 60.18 feet to the point on the easterly prolongation of the southerly line of Olympia Boulevard;

**THENCE** South 65 degrees 13 minutes 00 seconds West along the easterly prolongation of the southerly line of Olympia Boulevard, along the southerly line of Olympia Boulevard, a distance of 240.00 feet to a point;

**THENCE** North 22 degrees 53 minutes 02 seconds West, a distance of 32.03 feet to a point;

**THENCE** North 5 degrees 38 minutes 32 seconds West, a distance of 6.55 feet to a point;

**THENCE** North 25 degrees 46 minutes 28 seconds West, a distance of 75.24 feet to the point on the easterly prolongation of the northerly line of Olympia Boulevard (irregular width);

**THENCE** North 65 degrees 40 minutes 07 seconds East along the easterly prolongation of the said northerly line of Olympia Boulevard, a distance of 38.39 feet to a point;

**THENCE** South 29 degrees 45 minutes 20 seconds East, a distance of 43.28 feet to the point on the westerly prolongation of the northerly line of Olympia Boulevard (70 feet wide);

**THENCE** North 65 degrees 13 minutes 00 seconds East along the westerly prolongation of the northerly line of Olympia Boulevard, along the northerly line of Olympia Boulevard, a distance of 195.52 feet to the point of **BEGINNING**.

This site consists part of tax lot 35 in Staten Island Tax Block 3252, part of tax lot 1 in Staten Island Tax Block 3404, parts of tax lots 1, 5, 8 and 12 in Staten Island Tax Block 3410, parts of tax lots 1, 3, 4, 5, 6, 8, 9 and 10 in Staten Island Tax Block 3411, parts of tax lots 7 and 9 in Staten Island Tax Block 3412, parts of tax lots 101, 103 and 105 in Staten Island Tax Block 3417 and is located within the beds of Olympia Boulevard, Mallory Avenue, Lamport Boulevard, Kensington Avenue, Jerome Avenue and Bionia Avenue as shown on "City Map" of the City of New York, Borough of Staten Island and on Damage and Acquisition Map No.4226 and comprises an area of 259,050 square feet or 5.94697 of an acre.

Note: \* Bearings are in the system established by the United States Coast and Geodetic Survey for the Borough of Staten Island.

#### **SITE C**

#### **FOCH AVENUE FROM NORWAY AVENUE TO HICKORY AVENUE**

**ALL** that certain plot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the Borough of Staten Island, Richmond County, City and State of New York, and being more particularly bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the northerly line of Foch Avenue (70 feet wide) with the easterly line of Norway Avenue (68 feet wide);

**RUNNING THENCE** North 64 degrees 19 minutes 49 seconds East along the northerly line of Foch Avenue, a distance of 1559.14 feet to the corner formed by the intersection of the northerly line of Foch Avenue with the easterly line of Hickory Avenue (60 feet wide);

**THENCE** South 25 degrees 40 minutes 11 seconds East along the southerly prolongation of the easterly line of Hickory Avenue across the bed of Foch Avenue, a distance of 70.00 feet to the corner formed by the intersection of the southerly line of Foch Avenue with the easterly line of Hickory Avenue;

**THENCE** South 64 degrees 19 minutes 49 seconds West along the southerly line of Foch Avenue and its westerly prolongation, a distance of 1567.88 feet to a point;

**THENCE** North 25 degrees 03 minutes 38.5 seconds West a distance of 70.00 feet to the point on the westerly prolongation of the northerly line of Foch Avenue;

**THENCE** North 64 degrees 19 minutes 49 seconds East along the westerly prolongation of the northerly line of Foch Avenue, a distance of 8.00 feet to the point of **BEGINNING**.

This site is located within the bed of Foch Avenue as shown on "City Map" of the City of New York, Borough of Staten Island and on Damage and Acquisition Map No.4226 and comprises an area of 109,730 square feet or 2.51905 of an acre.

Note: \* Bearings are in the system established by the United States Coast and Geodetic Survey for the Borough of Staten Island.

The above-described property shall be acquired subject only to those encroachments as delineated on Damage and Acquisition Map No. 4256, dated September 10, 2013, last revised December 21, 2020, so long as said encroachments shall stand.

Surveys, maps or plans of the property to be acquired are on file in the office of the Corporation Counsel of the City of New York, 100 Church Street, New York, New York 10007.

**PLEASE TAKE FURTHER NOTICE THAT**, pursuant to EDPL § 402(B)(4), any party seeking to oppose the acquisition must interpose a verified answer, which must contain specific denial of each material allegation of the petition controverted by the opponent, or any statement of new matter deemed by the opponent to be a defense to the proceeding. Pursuant to CPLR 403, said answer must be served upon the office of the Corporation Counsel at least seven (7) days before the date that the petition is noticed to be heard.

Dated: New York, NY  
December 20, 2021

GEORGIA M. PESTANA  
Corporation Counsel of the City of New York  
Attorney for the Condemnor  
100 Church Street  
New York, NY 10007  
Tel. (212) 356-4064

By: /s/ Stephanie M. Fitos  
Stephanie M. Fitos

SEE MAP(S) IN BACK OF PAPER

← f2-15

# PROPERTY DISPOSITION

## CITYWIDE ADMINISTRATIVE SERVICES

■ SALE

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

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

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

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

f23-a4

## HOUSING PRESERVATION AND DEVELOPMENT

### ■ PUBLIC HEARINGS

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

j5-d30

## PROCUREMENT

### "Compete To Win" More Contracts!

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

- Win More Contracts, at [nyc.gov/competetowin](http://nyc.gov/competetowin)

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

### HHS ACCELERATOR PREQUALIFICATION

To respond to human services Requests for Proposals (RFPs), in accordance with Section 3-16 of the Procurement Policy Board Rules of the City of New York ("PPB Rules"), vendors must first complete and submit an electronic HHS Accelerator Prequalification Application using the City's PASSPort system. The PASSPort system is a web-based system maintained by the City of New York for use by its Mayoral Agencies to manage procurement. Important business information collected in the Prequalification Application is required every three years. Documents related to annual corporate filings must be submitted on an annual basis to remain eligible to compete. Prequalification applications will be reviewed to validate compliance with corporate filings and organizational capacity. Approved organizations will be eligible to compete and would submit electronic proposals through the PASSPort system. The PASSPort Public Portal, which lists all RFPs, including HHS RFPs that require HHS Accelerator Prequalification, may be viewed, at [https://passport.cityofnewyork.us/page.aspx/en/rfp/request\\_browse\\_public](https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public). All current and prospective vendors should frequently review information listed on roadmap to take full advantage of upcoming opportunities for funding. For additional information about HHS Accelerator Prequalification and PASSPort, including background materials, user guides and video tutorials, please visit <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

## ADMINISTRATION FOR CHILDREN'S SERVICES

### ■ INTENT TO AWARD

*Services (other than human services)*

**AUDIT SERVICES NAE** - Negotiated Acquisition - Other - PIN#06822N0008 - Due 2-7-22 at 7:00 P.M.

ACS, intends to enter into a Negotiated Acquisition Extension with Valles Vendiola LLP, to provide Audit Services for the term of November 1, 2021 through October 31, 2022, in the amount of \$3,570,982.

Negotiated Acquisition Extension is the only way by which continuity of existing project work can be maintained.

j26-f2

ADMIN OPERATIONS

INTENT TO AWARD

Services (other than human services)

PREFERRED SOURCE CONTRACT FOR JANITORIAL SERVICES AT VARIOUS ACS LOCATIONS. - Required/Authorized Source - PIN#06821M0002 - Due 2-8-22 at 10:00 P.M.

ACS, intends to enter a Preferred Source Contract with New York State Industries for the Disabled [NYSID], to provide Janitorial Services, at 13 managed ACS Sites throughout the five boroughs.

j31-f7

FAMILY PERMANENCY SERVICES

INTENT TO AWARD

Human Services/Client Services

FOSTER CARE PRE-PLACEMENT CENTER INTENT TO AWARD - Negotiated Acquisition - Other - PIN#06822N0011 - Due 2-18-22 at 5:00 P.M.

In accordance with Section 3-04(b)(2)(i)(D)(iii) of the Procurement Policy Board Rules, the Administration for Children's Services (ACS), intends to enter into a negotiation acquisition extension contract with Sheltering Arms Children and Family Services for the provision of a Pre-Placement Reception Center. The term of the contract will be July 1, 2022 thru June 30, 2023. The proposed budget for this negotiated acquisition is a maximum of \$3,080,589. Any information concerning the provider's performance, as well as any other factors relevant, to the extension, may be expressed, by contacting Peter Pabon of the Office of Procurement, at Peter.Pabon@acs.nyc.gov.

j31-f4

AGING

AWARD

Human Services/Client Services

PROVIDE OLDER ADULT CENTER SERVICES - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12521P0019111 - AMT: \$5,209,467.00 - TO: West Side Federation for Senior and Supportive Housing, Inc., 2345 Broadway, New York, NY 10024.

DFTA ID: C91

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

Mill Brook OAC - West Side Federation Senior and Supportive Housing, (Proposal #2), 570 East 137th Street, Bronx, NY 10454

Center at Red Oak + Frederick Douglass Social Club, West Side Federation for Senior and Supportive Husing Inc., 135 West 106th Street, New York, NY 10025

f2

PROVIDE OLDER ADULT CENTER SERVICES - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12521P0019108 - AMT: \$3,055,646.00 - TO: Washington Height's Community Services Corporation, 650 West 187th Street, New York, NY 10033.

DFTA ID: C89

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

Washington Heights Neighborhood Senior Center (STAR OAC), 650 West 187th Street, New York, NY 10033

f2

CITYWIDE ADMINISTRATIVE SERVICES

AWARD

Goods

ASPHALT, LIQUID - RC 70 - Competitive Sealed Bids - PIN#85722B0085001-2200039 - AMT: \$1,355,750.00 - TO: Dosch-King Company Inc, 16 Troy Hills Road, Whippany, NJ 07981.

f2

ADMINISTRATION

SOLICITATION

Goods

TRUCK, EMS LOGISTICAL SUPPORT UNIT - FDNY - Competitive Sealed Bids - PIN#85722B0100 - Due 3-29-22 at 10:30 A.M.

All bids are done on PASSPort. To review the details for this solicitation and participate, please use the following link below and use the keyword search fields, to find the solicitation for Truck, EMS Logistical Support Unit - FDNY. You can search by PIN#85722B0100, or search by keyword: https://dcas-nyc.gov.zoom.us/meeting/register/tZcvdOCqqj4tGNPlxDx-TiXXBK1sp4d2ZEoE. If there are any issues with PASSPort, contact: help@mocs.nyc.gov.

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

Citywide Administrative Services, 1 Centre Street, 18th Floor, New York, NY 10007-1602. Joe Vacirca (212) 386-6330; jvacirca@dcas.nyc.gov

f2

COMPTROLLER

ASSET MANAGEMENT

INTENT TO AWARD

Goods and Services

SHAREHOLDER RESEARCH CONSULTANT SERVICES

- Negotiated Acquisition - Other - PIN#015-228-278-01 PC - Due 2-15-22 at 3:00 P.M.

In accordance with Section 3-04(b)(2)(iii) of the New York City Procurement Policy Board Rules, the New York City Comptroller Office (the "Comptroller's Office"), acting on behalf of the New York City Retirement Systems, is seeking to extend the existing Shareholder Research Consultant Services Agreement, with Glass, Lewis & Co., L.L.C. ("Glass Lewis") from January 1, 2022 to December 31, 2023. The Consultant provides Shareholder Research Services.

Vendors that are interested in expressing interest in similar procurements in the future, may contact, Yu Fen (Fannie) Moy, at ymoy@comptroller.nyc.gov. Expressions of Interest are due February 15, 2022, by 3:00 P.M. (ET).

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

Comptroller, 1 Centre Street, 8th Floor South, New York, NY 10007. Yufen Fannie Moy (212) 669-4009; ymoy@comptroller.nyc.gov

j28-f3

CORRECTION

AWARD

Construction/Construction Services

REQUIREMENTS CONTRACT FOR VARIOUS DEPARTMENT OF CORRECTION FACILITIES. - Renewal - PIN#072201801CPD

- AMT: \$10,000,000.00 - TO: AWL Industries Inc, 460 Morgan Avenue, Brooklyn, NY 11222.

Contract is subject to PLA Agreement.

f2

HEALTH AND MENTAL HYGIENE

AWARD

Human Services/Client Services

SERVICES TO HELP EMPOWER THE TRANSGENDER AND GENDER NON-CONFORMING (TGNC) COMMUNITY - BP/City Council Discretionary - PIN#81621L1342001 - AMT: \$106,250.00 - TO: Community Health Project, Inc./Callen-Lorde Community Health Center, 356 West 18th Street, New York, NY 10011.

f2

AUTISM AWARENESS: MENTAL HEALTH SERVICES FOR VULNERABLE POPULATIONS - BP/City Council Discretionary - PIN#81621L0364001 - AMT: \$409,987.00 - TO: NYSARC Inc, New York City Chapter, 83 Maiden Lane, New York, NY 10038-4812.

f2

HUMAN RESOURCES ADMINISTRATION

AWARD

Human Services/Client Services

RENEWAL - MASTER LEASING - 135TH STREET, 184TH STREET, BOSTON ROAD AND CRESTON - Renewal - PIN#06918N8230KXLR001 - AMT: \$8,143,025.00 - TO: Samaritan Daytop Village, Inc., 138-02 Queens Boulevard, Queens, NY 11435.

Contract Term from 8/1/2021 thru 7/31/2026.

f2

SHELTER FACILITIES FOR HOMELESS SINGLE ADULTS AT PHELANS PLACE, 1851 PHELANS PLACE, BRONX, NY 10453 - Competitive Sealed Proposals/Pre-Qualified List - PIN#07122P8028KXL - AMT: \$39,638,902.00 - TO: Samaritan Daytop Village Inc, 138-02 Queens Boulevard, Briarwood, NY 11435.

Contract Term from 3/1/2021 to 6/30/2026.

f2

SHELTER FACILITIES FOR HOMELESS SINGLE ADULTS AT BRIARWOOD RAPID RE-HOUSING CENTER, 138-50 QUEENS BLVD., NY 11435 - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN#07122P8026KXL - AMT: \$316,891,854.00 - TO: Westhab, Inc., 8 Bashford Street, Yonkers, NY 10701-7099.

Contract Term from 7/1/2021 to 6/30/2053.

f2

SHELTER FACILITIES FOR HOMELESS SINGLE ADULTS, 2ND AVENUE SHELTER, 5113 2ND AVENUE, BROOKLYN, NY 11232 - Competitive Sealed Proposals/Pre-Qualified List - PIN#07121P0119001 - AMT: \$28,813,032.00 - TO: Samaritan Daytop Village Inc, 138-02 Queens Boulevard, Briarwood, NY 11435.

Contract Term from 9/1/2021 to 6/30/2026.

f2

LEGAL SERVICES FOR VETERANS; FY21 08891 - BP/City Council Discretionary - PIN#06921L1607001 - AMT: \$100,000.00 - TO: Veteran Advocacy Project, Inc., 1 Liberty Plaza, 23rd Floor, New York, NY 10006.

Contract Term: 7/1/2020 - 6/30/2021.

f2

SHELTER FACILITIES FOR HOMELESS SINGLE ADULTS AT VAN SICLEN SHELTER, 645 VAN SICLEN AVE, BK, NY 11207 - Competitive Sealed Proposals/Pre-Qualified List - PIN#07121P0111001 - AMT: \$56,743,735.00 - TO: Samaritan Daytop Village Inc, 138-02 Queens Boulevard, Briarwood, NY 11435.

Contract Term from 7/1/2021 to 6/30/2026.

f2

Services (other than human services)

IT CONSULTING SERVICES FROM CMA CONSULTING SERVICES - Intergovernmental Purchase - PIN#06922G0015001 - AMT: \$720,000.00 - TO: Currier Mccabe & Associates Inc, CMA Consulting Services, 700 Troy Schenectady Road, Latham, NY 12110.

Contract Term: 1/1/2022 - 12/31/2023.

f2

INTENT TO AWARD

Services (other than human services)

06922Y0092-ABIS MIGRATION SERVICE UPGRADE FOR IDNYC WINDOWS SERVERS-IDEMIA - Request for Information - PIN#06922Y0092 - Due 2-3-22 at 2:00 P.M.

DSS/HRA, intends to enter into a Sole Source contract, with Idemia Identity & Security USA, LLC, to perform Automated Biometric Identification System (ABIS) migration, in the form of production and staging from IDNYC 2008 servers, to 2019 servers. The contract term is from 11/15/2021 to 6/30/2022. IDNYC depends on our servers to store and recover program related data. The migration will allow the IDNYC to not be left behind in evolving technologies. With the migration, all data on existing 2008 servers will be copied to the new 2019 servers.

Idemia's main role is the provider of the ID card product and hardware that enrolls applications. Since the technology is their proprietary work, they are the only vendor capable of upgrading their own solution to support newer host operating systems of windows.

Any firm or organization which believes they can also provide this service is invited to respond to the RFI "06922Y0092-ABIS Migration service Upgrade for IDNYC Windows Servers-Idemia" on PASSPort. If you have any questions, please email "frazierjac@dss.nyc.gov" with the subject line "06922Y0092-ABIS Migration service Upgrade for IDNYC Windows Servers-Idemia". Please indicate your interest by responding to the RFI EPIN: 06922Y0092 in PASSPort no later than February 3, 2022, 2:00 P.M.

j27-f3

NYC HEALTH + HOSPITALS

CONTRACT SERVICES

SOLICITATION

Construction Related Services

KINGS COUNTY - POWER SEPARATION OF EES BRANCHES 900K - 1M - Competitive Sealed Bids - PIN# 29202110 - Due 3-2-22 at 1:30 P.M.

Kings County Hospital, Building "C", Separation of ESS Brances, 451 Clarkson Avenue, Brooklyn, NY.

NYC Health + Hospitals, is requiring all vendors and contractors to maintain proof of COVID-19 vaccination for all of their employees who spend time at a NYC Health + Hospitals facility. Proof of COVID-19 vaccination is completion of the vaccination series as outlined by the manufacturer.

Only Bidders who attend one of the mandatory Pre-Bid Meetings will be allowed to bid. Section "A" Bid Forms Fee is waived. However, you must sign the form at the Pre-Bid Meetings and request that the Section "A" Bid Forms be sent to you.

Bidders are encouraged to arrive at least 30 minutes before Mandatory Pre-Bid Meetings start time, to make purchases. Social distancing protocols must be observed, and limit your staff to one person at the meetings.

All Bids shall be in accordance with the terms of the NYC Health and Hospitals (HHC) Project Labor Agreement.

Technical Questions must be submitted, in writing, by email, no later than five (5) calendar days, after the Mandatory Pre-Bid Meetings, to Clifton.Mclaughlin@nychhc.org, and Leithland.Tulloch@nychhc.org.

Mandatory Meetings/site tours are scheduled, for February 14, 2022, at 11:00 A.M., and February 15, 2022, at 11:00 A.M., in "E" Building, 2nd Floor, Room 2206, 451 Clarkson Avenue, Broadway, Brooklyn, NY.

Under Article 15A of The State of New York, The Following M/WBE Goals Apply to This Contract, MBE 20 percent and WBE 10 percent. These Goals Apply to any Bid Submitted of \$500,000 or more. Bidders not complying with these Terms will have their bids declared Non-Responsive.

Required Trade Licensed where applicable.

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.

NYC Health + Hospitals, 55 Water Street, 25th Floor, New York, NY 10041. Clifton Mc Laughlin (212) 442-3658; Clifton.Mclaughlin@nychhc.org

f2



**PARKS AND RECREATION**

**REVENUE AND CONCESSIONS**

■ SOLICITATION

*Goods and Services*

**REQUEST FOR PROPOSALS FOR THE OPERATION OF A CAFE AT PETER MINUIT PLAZA AT THE BATTERY, MANHATTAN** - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 2022-M5-PM-SB - Due 3-2-22 at 3:00 P.M.

The Battery Conservancy ("TBC") is issuing, as of the date of this notice, a Request for Proposals (RFP), for the operation of a cafe in the New Amsterdam Pavilion in Peter Minuit Plaza at The Battery, Manhattan. Peter Minuit Plaza, is the forecourt of Whitehall Terminal, where Staten Island ferry passengers embark and disembark.

There will be a recommended remote proposer meeting on Wednesday, February 9, 2022, at 11:00 A.M. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting. Please join at:

<https://thebattery-org.zoom.us/j/82754316825?pwd=bEVFQUoyaHlaVNLSUMyElNKVVJ5Zz09#success>

Meeting number: 82754316825 Password: 393348

Interested parties may also join the proposer meeting by telephone using the following information: 346-248-7799 Passcode: 393348

Subject to availability and by appointment only, we may set up a meeting at the proposed concession site which is located at Peter Minuit Plaza at The Battery.

All proposals must be submitted no later than Wednesday, March 2, 2022, at 3:00 P.M.

The RFP is available for download, commencing on Wednesday, January 26, 2022, on TBC's website. To download the RFP, please visit <https://www.thebattery.org/destinations/dining/>, and click on the "Peter Minuit Plaza RFP" link.

For more information, prospective proposers may contact Hope Cohen, Chief Operating Officer, at The Battery Conservancy, at (917) 409-3710, or [hope.cohen@thebattery.org](mailto:hope.cohen@thebattery.org).

**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 Battery Conservancy, ATTN: Hope Cohen, 1 Whitehall Street, 17th Floor, New York, NY 10004. Hope Cohen (917) 409-3710; [hope.cohen@thebattery.org](mailto:hope.cohen@thebattery.org)*

Accessibility questions: (212) 504-4115, by: Wednesday, March 2, 2022, 3:00 P.M.



j27-f9

**NYC PARKS REQUESTS PROPOSALS FOR BIKE RENTALS STATIONS IN MANHATTAN** - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# M10-BR-2021 - Due 3-16-22 at 3:00 P.M.

In accordance with Section 1-13 of the Concession Rules of the City of New York, the Department of Parks and Recreation ("Parks"), is issuing, as of the date of this notice, a significant RFP for the development, operation and maintenance of bicycle rental stations, at various locations in Manhattan, with the option for future Manhattan locations. There will be a recommended remote proposer meeting, on February 23, 2022, at 11:00 A.M. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting. The Microsoft Teams link for the remote proposer meeting is as follows: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZmRlYmNmZDUtZWYlZC00Zjk0LTkzZGYtOGU1MjYwODZlN2M0%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%224d7d17ec-c51f-4e53-ad23-fce00dfe3654%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmRlYmNmZDUtZWYlZC00Zjk0LTkzZGYtOGU1MjYwODZlN2M0%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%224d7d17ec-c51f-4e53-ad23-fce00dfe3654%22%7d)

You may also join the remote proposer meeting by phone using the following information: Dial: +1 646-893-7101 Phone Conference ID: 497 454 620#. Subject to availability and by appointment only, we may set up a meeting at the concession site, at Columbus Circle, Central Park South, Manhattan. All Proposals submitted in response to this RFP, must be submitted, by no later than March 16, 2022, at 3:00 P.M. Copies of the RFP can be obtained, at no cost, commencing, February 2, 2022, through March 16, 2022, by contacting Barbara Huang, Project Manager, at (212) 360-3490, or via email, [Barbara.Huang@parks.nyc.gov](mailto:Barbara.Huang@parks.nyc.gov).

The RFP is also available for download on Parks' website. To download the RFP, visit <http://www.nyc.gov/parks/businessopportunities>, click on

the link for "Concessions Opportunities at Parks" and, after logging in, click on the "download" link that appears adjacent to the RFP's description. For more information or if you cannot attend the remote proposer meeting, the prospective proposer may contact, Barbara Huang, Project Manager, at (212) 360-3490, or via email: [Barbara.Huang@parks.nyc.gov](mailto:Barbara.Huang@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) 360-3482; [glenn.kaalund@parks.nyc.gov](mailto:glenn.kaalund@parks.nyc.gov)*

Accessibility questions: Barbara Huang (212) 360-3490, [barbara.huang@parks.nyc.gov](mailto:barbara.huang@parks.nyc.gov), by: Friday, March 11, 2022, 5:00 P.M.



f2-15

**REQUEST FOR PROPOSALS FOR THE OPERATION AND MAINTENANCE OF A CAFE AT DAG HAMMARSKJOLD PARK, MANHATTAN.** - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# M203-C-SB-2021 - Due 3-11-22 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 and maintenance of a cafe at Dag Hammarskjold Park, Manhattan.

There will be a recommended remote proposer meeting on Monday, February 7, 2022, at 12:00 P.M. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting.

Subject to availability and by appointment only, we may set up a meeting at the proposed concession site, (Block #1339 & Lot #27), 47th street and First avenue in Dag Hammarskjold Park, Manhattan ("Licensed Premises").

All proposals submitted in response to this RFP must be submitted no later than Friday, March 11, 2022 at 3:00 P.M.

Hard copies of the RFP can be obtained at no cost, commencing Monday, January 31, 2022 through Friday, March 11, 2022, by contacting Phylicia Murray, Project Manager at (212) 360-3407, or at [Phylicia.Murray@parks.nyc.gov](mailto:Phylicia.Murray@parks.nyc.gov).

The RFP is also available for download, on Monday, January 31, 2022 through Friday, March 11, 2022, 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 Phylicia Murray, Project Manager, at (212) 360-3407 or at [Phylicia.Murray@parks.nyc.gov](mailto:Phylicia.Murray@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 5th Avenue, New York, NY 10065. Phylicia Murray (212) 360-3407; [phylicia.murray@parks.nyc.gov](mailto:phylicia.murray@parks.nyc.gov)*

j31-f11

*Services (other than human services)*

**ORCHARD BEACH MERCHANDISE RFB** - Competitive Sealed Bids - PIN# X39-CSV2022 - Due 2-18-22, at 11:00 AM.

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 Request for Bids ("RFB") For the Operation of Three (3) Beach Equipment Rental and Merchandise Carts, at Orchard Beach, Pelham Bay Park There will be a recommended remote proposer meeting on Thursday, January 27, 2022, at 11:00 pm. If you are considering responding to this RFB, please make every effort to, attend this recommended remote proposer meeting. All bids submitted in response to this RFB must be submitted no later than Friday, February 18, 2022, at 11:00 am. Hard copies of the RFB can be obtained, at no cost, commencing January 27, 2022, through February 18, 2022 by contacting Angel Williams, Senior Project Manager, at (212) 360-3495 or, at [Angel.Williams@parks.nyc.gov](mailto:Angel.Williams@parks.nyc.gov). The RFB is also available for download, on January 27, 2022, through February 18, 2022, on Parks' website. To download the RFB,

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 RFB's description. For more information or if you cannot, attend the remote Bidder meeting, prospective Bidders may contact Angel Williams, Senior Project Manager, at (212) 360-3495 or, at [Angel.williams@parks.nyc.gov](mailto:Angel.williams@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. Angel Williams (212) 360-3495; [angel.williams@parks.nyc.gov](mailto:angel.williams@parks.nyc.gov)

j21-f3

**RECORDS AND INFORMATION SERVICES**

**IT DIRECTOR/CIO**

**■ INTENT TO AWARD**

*Goods*

**86022Y0012-DT ATOM DIGITIZATION SYSTEM** - Request for Information - PIN# 86022Y0012 - Due 2-16-22 at 2:00 P.M.

Department of Records & Information Services intends to enter into a sole source contract with Digital Transition for the printer, scanner, and scanner in our Archival unit. Any vendor who is capable of providing this goods and services to the NYC Department of Records and Information Services may express their interests in PASSPORT. Agency contact information Juliet Eke, Procurement Team, Department of Records, at [procurement@records.nyc.gov](mailto:procurement@records.nyc.gov). In you need assistance contact Mayor's Office of Contracts at, <https://mocsupport.atlassian.net/servicedesk/customer/portal/8>.

f1-8

**SCHOOL CONSTRUCTION AUTHORITY**

**CONTRACT SERVICES**

**■ SOLICITATION**

*Goods and Services*

**DESIGN AND CONSTRUCTION SERVICES IN CONNECTION WITH TOPOGRAPHIC AND UTILITY SURVEYING SERVICES** - Request for Proposals - PIN#SCA-22-00061R - Due 2-2-22 at 5:00 P.M.

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

School Construction Authority, 30-30 Thomson Avenue, First Floor, Long Island City, NY 11101. Roxane Pacheco (718) 472-8361; [rfp@nycsca.org](mailto:rfp@nycsca.org)

f2

**TRANSPORTATION**

**BRIDGES**

**■ SOLICITATION**

*Construction / Construction Services*

**84121B0034-84121QUBR470 PROTECTIVE COATING OF VARIOUS BRIDGES IN QUEENS** - Competitive Sealed Bids - PIN#84121B0034 - Due 3-8-22 at 11:00 A.M.

84121B0034-84121QUBR470 Protective Coating of Various Bridges in Queens: This Competitive Sealed Bid is released through PASSPort, New York City's online procurement portal. Responses to this Bid must be submitted via PASSPort. To access the Competitive Sealed Bid, vendors should visit the PASSPort public Portal, at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page> and click on the "Search Funding Opportunities in PASSPort". Doing so will take one to the public portal of all procurements in the PASSPort system. To locate the Competitive Sealed Bid, insert the EPIN, 84121B0034, into the Keyword search field. In order to respond to the Competitive Sealed

Bid, vendors must create an account within the PASSPort system if they have not already done so.

A pre-bid conference via ZOOM is scheduled for 2/14/2022, at 11:00 A.M. Those wishing to attend must email the authorized agency contact for a link. The deadline for the submission of questions is 2/21/2022, by 4:00 P.M. The bid due date (submission via PASSPort), as well as hard copy, as instructed, is due 3/8/2022, by 11:00 A.M. This procurement is subject to M/WBE participation goals. The M/WBE goal for this project is 17%. Any inquiries concerning this Competitive Sealed Bid should be directed by email, under the subject line "Protective Coating of Various Bridges in Queens" to the email address of the Authorized Agency Contact, Hari Velkur, at [hvelkur@dot.nyc.gov](mailto:hvelkur@dot.nyc.gov), or through the PASSPort Discussion Forum.

Bid opening Location - <https://zoom.us/j/94381980049?pwd=RHREdW52YVN5aVhoRHptSmJISWdLUT09>. Passcode: 151495 - One tap mobile: US: +19292056099,,94381980049#,,,,\*151495# or +13126266799,,94381980049#,,,,\*151495# New York, NY 10041.

Pre bid conference location - <https://zoom.us/j/94355190235?pwd=ZVBpU52cXlWmXJaN2ozQVl6RHfkUT09>. Meeting ID: 943 5519 0235; Passcode: 825490 New York, NY 10041. Mandatory: no Date/Time - 2022-01-07 11:00:00.

f2

**CONTRACT AWARD HEARINGS**

**NOTE: LOCATION(S) ARE ACCESSIBLE TO INDIVIDUALS USING WHEELCHAIRS OR OTHER MOBILITY DEVICES. FOR FURTHER INFORMATION ON ACCESSIBILITY OR TO MAKE A REQUEST FOR ACCOMMODATIONS, SUCH AS SIGN LANGUAGE INTERPRETATION SERVICES, PLEASE CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES (MOCS) VIA E-MAIL AT [DISABILITYAFFAIRS@MOCS.NYC.GOV](mailto: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.**



**PARKS AND RECREATION**

**■ PUBLIC HEARINGS**

**NOTICE IS HEREBY GIVEN** that a Contract Public Hearing will be held on February 7, 2022 at 2:30 P.M. EST. The Public Hearing will be held via Zoom Virtual Meeting.

<https://us02web.zoom.us/j/9573076290?pwd=cnVXVzN2Q014SjBlLaktvVzIzWnlvUT09>  
Meeting ID: 957 307 6290; Passcode: 118035

**IN THE MATTER OF** a proposed Purchase Order/Contract between the New York City Department of Parks and Recreation and Prestige Pavers of NYC, Inc., 162-48A 14th Ave, Whitestone, NY 11357, for the Miscellaneous Site Work Adjacent to the Black Spectrum Theatre Located on Merrick Boulevard Between 115th and 116th Avenues, and Baisley Boulevard In Roy Wilkins Park, Borough Of Queens, Contract Number Q448-219M. The amount of this Purchase Order/Contract is \$414,371.00. The term shall be 270 consecutive calendar days from the Order to Work. Contract Q448-219M; E-PIN 84622W0031001.

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

In order to access the Public Hearing and testify, please join our Zoom Virtual Meeting link.

<https://us02web.zoom.us/j/9573076290?pwd=cnVXVzN2Q014SjBlLaktvVzIzWnlvUT09>  
Meeting ID: 957 307 6290; Passcode: 118035

If you need further accommodations, please let us know at least five business days in advance of the Public Hearing via e-mail at [Kylie.Murphy@parks.nyc.gov](mailto:Kylie.Murphy@parks.nyc.gov).

f2

**NOTICE IS HEREBY GIVEN** that a Contract Public Hearing will be held on February 7, 2022, at 2:30 PM EST. The Public Hearing will be held via Zoom Virtual Meeting.

https://us02web.zoom.us/j/9573076290?pwd=cnVXVzN2Q014SjBlaktvVzIzWnlvUT09 Meeting ID: 957 307 6290; Passcode: 118035

IN THE MATTER OF a proposed Purchase Order/Contract between the New York City Department of Parks and Recreation and Prestige Pavers of NYC, Inc., 162-48A 14th Ave, Whitestone, NY 11357, for the Reconstruction of Asphalt Pathway located at Woodhaven Boulevard between Forest Park Drive and Myrtle Avenue in Forest Park, Borough of Queens, known as Contract Number Q015-120M. The amount of this Purchase Order/Contract is \$378,125.00. The term shall be 270 consecutive calendar days from the Order to Work. Contract Q015-120M; E-PIN 84622W0030001.

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

In order to access the Public Hearing and testify, please join our Zoom Virtual Meeting link.

https://us02web.zoom.us/j/9573076290?pwd=cnVXVzN2Q014SjBlaktvVzIzWnlvUT09 Meeting ID: 957 307 6290; Passcode: 118035

If you need further accommodations, please let us know at least five business days in advance of the Public Hearing via e-mail at Kylie.Murphy@parks.nyc.gov.

← f2

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on February 7, 2022 at 2:30 P.M. EST. The Public Hearing will be held via Zoom Virtual Meeting.

https://us02web.zoom.us/j/9573076290?pwd=cnVXVzN2Q014SjBlaktvVzIzWnlvUT09 Meeting ID: 957 307 6290; Passcode: 118035

IN THE MATTER OF a proposed Purchase Order/Contract between the New York City Department of Parks and Recreation and Prestige Pavers of NYC, Inc., 162-48A 14th Ave, Whitestone, NY 11357 for Q099-318MA1 Flushing Meadow Corona Park Adult Fitness. The amount of this Purchase Order/Contract is \$344,948.00. The term shall be 270 consecutive calendar days from the Order to Work. Contract the installation of Adult Fitness Equipment in Flushing Meadows-Corona Park located near Field 11 across from Playground for all Children, Borough of Queens, known as Contract Number Q099-318MA1; E-PIN 84622W0029001.

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

In order to access the Public Hearing and testify, please join our Zoom Virtual Meeting link.

https://us02web.zoom.us/j/9573076290?pwd=cnVXVzN2Q014SjBlaktvVzIzWnlvUT09 Meeting ID: 957 307 6290; Passcode: 118035

If you need further accommodations, please let us know at least five business days in advance of the Public Hearing via e-mail at Kylie.Murphy@parks.nyc.gov or via phone at 1-718-760-6853.

← f2



ENVIRONMENTAL PROTECTION

NOTICE

NOTICE OF ADOPTION OF FINAL RULE

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED in the Commissioner of the Department of Environmental Protection ("DEP") by Section 1043 of the City Charter, that DEP has promulgated and adopted amendments to rules relating to the New York City (E) Designation program.

The rule was published in the City Record on December 17, 2021. A public hearing was held on January 19, 2022. No comments on the

proposed rule amendments were received from the public prior to, during, or after the hearing.

Statement of Basis and Purpose

(E) Designations are placed on a property pursuant to Section 11-15 of the New York City Zoning Resolution ("ZR") to provide notice that City Environmental Quality Review ("CEQR") requirements must be met before the property can be redeveloped in accordance with any zoning action.

(E) Designation rules are currently found in Chapter 24 of Title 15 of the Rules of the City of New York ("RCNY") within the Department of Environmental Protection's ("DEP") section of the City's rules. The first half of the (E) Designation rule addresses the placement of (E) Designations on properties, while the second half describes how a property owner satisfies (E) Designation requirements. In 2009 the second half of the (E) Designation program was transferred to the Office of Environmental Remediation ("OER"), yet the (E) Designation rule has remained in DEP's regulations. OER and DEP have agreed to transfer the second half of the (E) Designation rule to Title 43, Chapter 14 of the City's rules, where OER's rules are found. This will allow OER to administer the rule that governs its portion of the (E) Designation program. Definitions common to both the first half and second half of the (E) Designation rule will remain in DEP's rules; future amendments will continue to be coordinated to ensure consistency.

New York City Charter ("Charter") Sections 15(e)(15) and 1404 authorize OER to administer the (E) Designation program, as defined in Section 11-15 of the ZR, acting as successor to DEP for such purpose, and Charter Section 15(e)(18) authorizes OER to promulgate rules to implement these provisions. Section 1403(e) of the Charter and Section 24-105 of the Administrative Code of the City of New York authorize DEP to make these rules.

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

Section 1. Section 24-03 of Title 15 of Chapter 24 of the Rules of the City of New York is amended to read as follows:

\*\*\*

CEQR. "CEQR" [shall mean] means the City Environmental Quality Review, Chapter 5 of Title 62 of the Rules of the City of New York.

\*\*\*

CEQR Technical Manual. "CEQR Technical Manual" [shall mean] means the current City Environmental Quality Review Technical Manual as issued by OEC [in May 2020] together with any updates, supplements and revisions thereto.

\*\*\*

City. "City" [shall mean] means the City of New York.

Contamination. "Contamination," "Contaminated," or "to Contaminate" [shall mean] means the effect(s) on a tax lot(s) from hazardous materials, hazardous substances, hazardous wastes and/or petroleum.

Day. "Day" [shall mean] means a business day.

\*\*\*

DCP. "DCP" [shall mean] means the New York City Department of City Planning.

DEC. "DEC" [shall mean] means the New York State Department of Environmental Conservation.

\*\*\*

Department or DEP. "Department" or "DEP" means [shall mean] the New York City Department of Environmental Protection.

Development. "Development", or "Develop" [shall mean] means:

1. with respect to hazardous materials, the development of a new structure, an enlargement, extension or change of use with respect to an existing structure involving a residential or community facility use, and/or any work on a tax lot(s) that involves soil disturbance, including, but not limited to grading or excavation related to the construction or alteration of a new or existing structure(s) on a tax lot(s), and

2. with respect to air quality and noise, development of a new structure, or a change of use, enlargement, extension or alteration of an existing structure(s) on a tax lot(s).

Development Site. "Development Site" [shall mean] means a tax lot(s) located within the area of a proposed Zoning Amendment or Zoning Action and which is proposed to be developed by the applicant for such Zoning Amendment or Zoning Action or which the Lead Agency has identified pursuant to CEQR as likely to be developed as a direct consequence of the Zoning Amendment or Zoning Action.

**DOB.** "DOB" [shall mean] means the New York City Department of Buildings.

**(E) Designation.** "(E) Designation" [shall mean] means the designation of an "E" pursuant to § 11-15 of the Zoning Resolution.

\*\*\*

**Environmental Assessment Statement.** "Environmental Assessment Statement" means a report that describes a proposed development, its location, and a first level analysis of environmental impact areas[. Its] the purpose of which is to determine a project's potential effects on the environment.

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**EPA.** "EPA" [shall mean] means the United States Environmental Protection Agency.

\*\*\*

**Hazardous Material.** "Hazardous Material" [shall mean] means any material, substance, chemical, element, compound, mixture, solution, product, solid, gas, liquid, waste, byproduct, pollutant, or contaminant which when released into the environment may present a substantial danger to the public health or welfare or the environment, including, but not limited to those classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 (1995) et seq., the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. §§ 6901 (1995) et seq., the Clean Water Act (CWA), 33 U.S.C. §§ 1251 (1986) et seq., the Clean Air Act (CAA) 42 U.S.C. §§ 7401 (1995) et seq., Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601 (1998) et seq., Transportation of Hazardous Materials Act, 49 U.S.C. §§ 5101 (1997) et seq., the Hazardous Substances Emergency Response Regulations, 15 RCNY Chapter 11, and/or the List of Hazardous Substances, 6 NYCRR Part 597.

**Hazardous Waste.** "Hazardous Waste" [shall mean] means any waste, solid waste or combination of waste and solid waste listed or regulated as a hazardous waste or characteristic hazardous waste pursuant to RCRA, 42 U.S.C. §§ 6901 (1995), et seq. and/or Identification and Listing of Hazardous Wastes, 6 NYCRR Part 371, et seq.

\*\*\*

**Lead Agency.** "Lead Agency" [shall mean] means the agency responsible under CEQR for the conduct of environmental review in connection with a Zoning Amendment or Zoning Action.

\*\*\*

**L10(1).** "L10(1)" means the stated sound level that is exceeded 10 percent of the time during a 1 hour period[. It is], derived from Lx(t), where "x" is the percentage of time that the sound level has been exceeded and "t" is the total period of time that the sound has been recorded.

\*\*\*

**OEC.** "OEC" [shall mean] means the New York City Mayor's Office of Environmental Coordination.

\*\*\*

**Owner.** "Owner" [shall mean] means the person, including [his or her] their successors or assigns, who is the recorded title holder of a tax lot(s).

**Parties-in-Interest.** "Parties-in-Interest" [shall mean] means any person with an enforceable property interest in a tax lot(s).

**Person.** "Person" [shall mean] means any individual, trust, firm, corporation, joint stock company, association, partnership, consortium, joint venture, commercial entity or governmental entity.

**Petroleum.** "Petroleum" [shall mean] means oil or petroleum of any kind and in any form, including, but not limited to oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline and kerosene.

**Project Site.** "Project Site" [shall mean] means a tax lot(s) that is under the control or ownership of the applicant for the satisfaction and removal of an (E) Designation from the lot(s) and is subject to the proposed Development by such applicant.

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**Tax Lot.** "Tax Lot" [shall mean] means a tax lot identified by parcel number on the official tax maps of the City of New York.

\*\*\*

**Zoning Resolution.** "Zoning Resolution" [shall mean] means the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time.

§ 2. Sections 24-06 through 24-09 of Title 15 of Chapter 24 of the Rules of the City of New York are REPEALED.

§ 3. Sections 24-10, 24-11 and 24-12 of Title 15 of Chapter 24 of the Rules of the City of New York are renumbered 24-06, 24-07 and 24-08, respectively.

§ 4. Subdivisions b through d of section 24-08 of Title 15 of Chapter 24 of the Rules of the City of New York, as renumbered by section 2 of this rule amendment, are REPEALED and subdivision a of such section 24-08 is amended to read as follows:

[a.] *Placement of Air Quality and Noise (E) Designations.* The Lead Agency may place Air Quality (E) Designations and Noise (E) Designations on real property as a result of an environmental review of a Zoning Amendment or Zoning Action.

(1) An Air Quality (E) Designation is placed on Development Sites that are not publicly owned, that have the potential to be developed as a consequence of the Zoning Amendment or Zoning Action, and that have been identified by the environmental review as having the potential to contribute to or experience a significant adverse air quality impact related to HVAC systems emissions or industrial or other source emissions.

(2) A Noise (E) Designation may be placed on tax lots that are not publicly owned, that have the potential to be developed as a consequence of the Zoning Amendment or Zoning Action, and that have been identified by the environmental review as having the potential to experience significant adverse noise impacts.



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January 24, 2022

Hon. Vincent Sapienza  
Commissioner  
Department of Environmental Protection

Re: Granting of (E) Designation to Certain Properties

No. 2021 RG 051

Dear Commissioner Sapienza:

Pursuant to New York City Charter § 1043 subd. c, the above-referenced rule has been reviewed and determined to be within the authority delegated by law to your agency.

Sincerely,

/s/ Steven Goulden

STEVEN GOULDEN  
Senior Counsel  
Division of Legal Counsel

cc: Russell Pecunies, Esq.



## ENVIRONMENTAL REMEDIATION

### ■ NOTICE

#### NOTICE OF ADOPTION OF AMENDMENTS TO THE CITY'S (E) DESIGNATION RULE

**NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED** in the Office of Environmental Remediation ("OER") by Section 15(e)(15) and Section 1043 of the City Charter, that OER has promulgated and adopted amendments to rules relating to New York City (E) Designation program.

The rule was proposed and published in the City Record on December 17, 2021. A public hearing was held on January 19, 2022. No comments on the proposed rule amendments were received from the public prior to, during, or after the hearing.

#### **Statement of Basis and Purpose of Rule**

(E) Designations are placed on a property pursuant to Section 11-15 of the New York City Zoning Resolution ("ZR") to provide notice that City Environmental Quality Review ("CEQR") requirements must be met before the property can be redeveloped in accordance with any zoning action.

(E) Designation rules are currently found in Chapter 24 of Title 15 of the Rules of the City of New York ("RCNY") within the Department of Environmental Protection's ("DEP") section of the City's rules. The first half of the (E) Designation rule addresses the placement of (E) Designations on properties, while the second half describes how a

property owner satisfies (E) Designation requirements. In 2009 the second half of the (E) Designation program was transferred to the Office of Environmental Remediation ("OER"), yet the (E) Designation rule has remained in DEP's regulations. OER and DEP have agreed to transfer the second half of the (E) Designation rule to Title 43, Chapter 14 of the City's rules, where OER's rules are found. This will allow OER to administer the rule that governs its portion of the (E) Designation program. Definitions common to both the first half and second half of the (E) Designation rule will remain in DEP's rules; future amendments will continue to be coordinated to ensure consistency.

New York City Charter ("Charter") Sections 15(e)(15) and 1404 authorize OER to administer the (E) Designation program, as defined in Section 11-15 of the ZR, acting as successor to DEP for such purpose, and Charter Section 15(e)(18) authorizes OER to promulgate rules to implement these provisions. Section 1403(e) of the Charter and Section 24-105 of the Administrative Code of the City of New York authorize DEP to make these rules.

New material is underlined.

Section 1, Chapter 14 of Title 43 of the Rules of the City of New York is amended by adding a new Subchapter 7 to read as follows:

**Subchapter 7: (E) Designation and Environmental Restrictive Declaration Program**

**§ 43-1470 Authority.**

This chapter is promulgated pursuant to §§ 15(e) and 1404 of the New York City Charter and in accordance with § 11-15 of the Zoning Resolution of the City of New York.

**§ 43-1471 Applicability.**

This subchapter applies to tax lot(s) subject to an (E) Designation or an Environmental Restrictive Declaration.

**§ 43-1472 Definitions.**

The following definitions apply to this subchapter, §§ 43-1470, et seq., unless the text specifically indicates otherwise:

**Alternate Means of Ventilation.** As also defined in 15 RCNY § 24-03, "Alternate Means of Ventilation" means a device that introduces fresh air into a building and thereby allows operable windows to be closed at all times.

**CEQR.** As also defined in 15 RCNY § 24-03, "CEQR" means the City Environmental Quality Review, Chapter 5 of Title 62 of the Rules of the City of New York.

**CEQR Determination.** As also defined in 15 RCNY § 24-03, "CEQR Determination" means any of the following, issued by the Lead Agency pursuant to CEQR: a determination that a proposed action is Type II, as defined under the State Environmental Quality Review Act (NYCRR Part 617); a negative declaration or conditional negative declaration for an Environmental Assessment Statement; or a final Environmental Impact Statement with respect to which findings are made, including any technical memoranda with respect to such final Environmental Impact Statement.

**CEQR Technical Manual.** As also defined in 15 RCNY § 24-03, "CEQR Technical Manual" means the current City Environmental Quality Review Technical Manual as issued by OEC together with any updates, supplements and revisions thereto.

**CHASP.** As also defined in 15 RCNY § 24-03, "CHASP" means a site-specific construction health and safety plan developed for remediation and construction phases of a project that is designed to protect on-site workers from exposure to known site contaminants.

**City.** As also defined in 15 RCNY § 24-03, "City" means the City of New York.

**Contamination.** As also defined in 15 RCNY § 24-03, "Contamination," "Contaminated," or "to Contaminate" means the effect(s) on a tax lot(s) from hazardous materials, hazardous substances, hazardous wastes and/or petroleum.

**Day.** As also defined in 15 RCNY § 24-03, "Day" means a business day.

**dBA.** As also defined in 15 RCNY § 24-03, "dBA" means a measure of sound as experienced by the human ear.

**DCP.** As also defined in 15 RCNY § 24-03, "DCP" means the New York City Department of City Planning.

**DEC.** As also defined in 15 RCNY § 24-03, "DEC" means the New York State Department of Environmental Conservation.

**Decibel.** As also defined in 15 RCNY § 24-03, "Decibel" or "dB" means the practical unit of measurement for sound pressure level. The number of decibels of a measured sound is equal to 20 times the logarithm to the base 10 of the ratio of the sound pressure to the pressure of a reference sound.

**Department or DEP.** As also defined in 15 RCNY § 24-03, "Department" or "DEP" means the New York City Department of Environmental Protection.

**Development.** As also defined in 15 RCNY § 24-03, "Development", or "Develop" means:

1. with respect to hazardous materials, the development of a new structure, an enlargement, extension or change of use with respect to an existing structure involving a residential or community facility use, and/or any work on a tax lot(s) that involves soil disturbance, including, but not limited to grading or excavation related to the construction or alteration of a new or existing structure(s) on a tax lot(s), and
2. with respect to air quality and noise, development of a new structure, or a change of use, enlargement, extension or alteration of an existing structure(s) on a tax lot(s).

**Development Site.** As also defined in 15 RCNY § 24-03, "Development Site" means a tax lot(s) located within the area of a proposed Zoning Amendment or Zoning Action and which is proposed to be developed by the applicant for such Zoning Amendment or Zoning Action or which the Lead Agency has identified pursuant to CEQR as likely to be developed as a direct consequence of the Zoning Amendment or Zoning Action.

**DOB.** As also defined in 15 RCNY § 24-03, "DOB" means the New York City Department of Buildings.

**(E) Designation.** As also defined in 15 RCNY § 24-03, "(E) Designation" means the designation of an "E" pursuant to § 11-15 of the Zoning Resolution.

**Equivalent Sound Level.** As also defined in 15 RCNY § 24-03, "Equivalent Sound Level" or "Leq" means a quantification of noise level as a single value for a given period of time.

**Environmental Assessment Statement.** As also defined in 15 RCNY § 24-03, "Environmental Assessment Statement" means a report that describes a proposed development, its location, and a first level analysis of environmental impact areas, the purpose of which is to determine a project's potential effects on the environment.

**Environmental Impact Statement.** As also defined in 15 RCNY § 24-03, "Environmental Impact Statement" means a report that provides a complete analysis of all appropriate environmental impact areas and provides a means for agencies, project sponsors, and the public to consider a project's significant adverse environmental impacts, alternatives, and mitigations.

**Environmental Restrictive Declaration.** As also defined in 15 RCNY § 24-03, "Environmental Restrictive Declaration" means a document recorded against a tax lot(s) in the county office of land records and executed by all Parties-in-Interest to such tax lot(s), setting forth restrictions and enforcement provisions with respect to implementation of environmental requirements regarding hazardous materials, air quality and/or noise arising from the environmental review of zoning actions.

**EPA.** As also defined in 15 RCNY § 24-03, "EPA" means the United States Environmental Protection Agency.

**Full Build Year.** As also defined in 15 RCNY § 24-03, "Full Build Year" means the year of completion for the proposed action as indicated in the EAS or EIS.

**Hazardous Material.** As also defined in 15 RCNY § 24-03, "Hazardous Material" means any material, substance, chemical, element, compound, mixture, solution, product, solid, gas, liquid, waste, byproduct, pollutant, or contaminant which when released into the environment may present a substantial danger to the public health or welfare or the environment, including, but not limited to those classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 (1995) et seq., the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. §§ 6901 (1995) et seq., the Clean Water Act (CWA), 33 U.S.C. §§ 1251 (1986) et seq., the Clean Air Act (CAA) 42 U.S.C. §§ 7401 (1995) et seq., Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601 (1998) et seq., Transportation of Hazardous Materials Act, 49 U.S.C. §§ 5101 (1997) et seq., the Hazardous Substances Emergency Response Regulations, 15 RCNY Chapter 11, and/or the List of Hazardous Substances, 6 NYCRR Part 597.

**Hazardous Waste.** As also defined in 15 RCNY § 24-03, "Hazardous Waste" means any waste, solid waste or combination of waste and solid waste listed or regulated as a hazardous waste or characteristic hazardous waste pursuant to RCRA, 42 U.S.C. §§ 6901 (1995), et seq. and/or Identification and Listing of Hazardous Wastes, 6 NYCRR Part 371, et seq.

**Installation Report.** As also defined in 15 RCNY § 24-03, "Installation Report" means the report that the applicant submits to OER to demonstrate that the Window/Wall Attenuation, Alternate Means of Ventilation, fuel type and stack location approved in the

notice to proceed and installed at the site satisfy the Noise and/or Air Quality (E) Designation.

**Lead Agency.** As also defined in 15 RCNY § 24-03, "Lead Agency" means the agency responsible under CEQR for the conduct of environmental review in connection with a Zoning Amendment or Zoning Action.

**Ldn.** As also defined in 15 RCNY § 24-03, "Ldn" means the equivalent sound level for a 24-hour period with an additional 10 dB imposed on the equivalent sound levels for night time hours between 10 PM and 7 AM.

**Leq(1).** As also defined in 15 RCNY § 24-03, "Leq(1)" means the equivalent continuous sound level that over a 1-hour period of time has the same total energy as the actual fluctuating sound level over a 1-hour period.

**L10(1).** As also defined in 15 RCNY § 24-03, "L10(1)" means the stated sound level that is exceeded 10 percent of the time during a 1 hour period, derived from  $L_x(t)$ , where "x" is the percentage of time that the sound level has been exceeded and "t" is the total period of time that the sound has been recorded.

**Noise Descriptor.** As also defined in 15 RCNY § 24-03, "Noise Descriptor" means a continuous sound level measured during a noise monitoring test according to an approved Noise Monitoring Protocol. Leq(1), L10(1) and Ldn are Noise Descriptors.

**Noise Monitoring Protocol.** As also defined in 15 RCNY § 24-03, "Noise Monitoring Protocol" means a document prepared by an acoustical specialist describing the conditions, locations, and Noise Descriptors to be used in assessing existing noise levels during a continuous 24-hour period.

**OEC.** As also defined in 15 RCNY § 24-03, "OEC" means the New York City Mayor's Office of Environmental Coordination.

**OER.** As also defined in 15 RCNY § 24-03, "OER" or "Office" means the New York City Mayor's Office of Environmental Remediation.

**Owner.** As also defined in 15 RCNY § 24-03, "Owner" means the person, including their successors or assigns, who is the recorded title holder of a tax lot(s).

**Parties-in-Interest.** As also defined in 15 RCNY § 24-03, "Parties-in-Interest" means any person with an enforceable property interest in a tax lot(s).

**Person.** As also defined in 15 RCNY § 24-03, "Person" means any individual, trust, firm, corporation, joint stock company, association, partnership, consortium, joint venture, commercial entity or governmental entity.

**Petroleum.** As also defined in 15 RCNY § 24-03, "Petroleum" means oil or petroleum of any kind and in any form, including, but not limited to oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline and kerosene.

**Project Site.** As also defined in 15 RCNY § 24-03, "Project Site" means a tax lot(s) that is under the control or ownership of the applicant for the satisfaction and removal of an (E) Designation from the lot(s) and is subject to the proposed Development by such applicant.

**Qualified Environmental Professional (QEP).** As also defined in 15 RCNY § 24-03, "Qualified environmental professional" (QEP) means a person who possesses sufficient specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding the presence of releases or threatened releases to the surface or subsurface of a property or off-site areas, sufficient to meet the objectives and performance factors for the areas of practice identified by this chapter. Such a person must:

1. Hold a current professional engineer's or a professional geologist's license or registration issued by any state, or hold a baccalaureate degree or higher in engineering or geology and have the equivalent of three years of full-time relevant experience in site investigation and remediation of the type detailed in this chapter; or
2. Be a site remediation professional licensed or certified by the federal government, any state or a recognized accrediting agency, to perform investigation or remediation tasks consistent with office guidance, and have the equivalent of three years of full-time relevant experience.

**Tax Lot.** As also defined in 15 RCNY § 24-03, "Tax Lot" means a tax lot identified by parcel number on the official tax maps of the City of New York.

**Window/Wall Attenuation.** As also defined in 15 RCNY § 24-03, "Window/Wall Attenuation" means the sound reduction mandated by the Noise (E) Designation, expressed in dBA and based upon the American Society of Testing and Materials (E-1332.90) Outdoor Indoor Transmission Class (OITC) values of individual components of a building's facade.

**Zoning Action.** As also defined in 15 RCNY § 24-03, "Zoning Action" means an action, such as a special permit, authorization, certification, or variance, pursuant to the provisions of the Zoning Resolution.

**Zoning Amendment.** As also defined in 15 RCNY § 24-03, "Zoning Amendment" means a proposed amendment to the text or maps of the Zoning Resolution, subject to review and approval pursuant to §§ 197-c, 197-d and 200 of the New York City Charter.

**Zoning Resolution.** As also defined in 15 RCNY § 24-03, "Zoning Resolution" means the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time.

#### **§ 43-1473 Phase II Environmental Site Assessment.**

- a. Before an applicant may receive a building permit from DOB for any Development with respect to a tax lot(s) subject to an (E) Designation or an Environmental Restrictive Declaration, the applicant must:
  1. Complete a Phase II Environmental Site Assessment (Phase II ESA) in accordance with this section to determine the level and extent of contamination at the proposed Project Site; or
  2. Submit to OER historical, regulatory or other evidence that a Phase II ESA is not required for the proposed Development, which OER will review in accordance with 43 RCNY § 1476.
- b. The applicant must prepare and submit to OER a Phase II Investigative Work Plan to implement an ASTM compliant or otherwise OER-approvable Phase II ESA, prepared in accordance with the CEQR Technical Manual. Such Work Plan must be prepared using an OER-approved format and must also include:
  1. A detailed description of the previous and current uses of the Project Site;
  2. A detailed description of the proposed development at the Project Site certified by the registered architect (RA) or professional engineer (PE) of record including:
    - A. Supporting registered architect or professional engineer certified plans depicting foundation and subsurface utility layouts and depths, grade-level courtyards, landscaped open areas, and other grade-level areas not covered by structures; and
    - B. all corresponding DOB permit application numbers.
  3. A description of the development schedule for the Project Site;
  4. Copies of reports of all previous investigations related to the presence or suspected presence of contamination on the Project Site;
  5. A site-specific investigation health and safety plan (HASP), consistent with applicable U.S. Occupational Health and Safety Administration requirements found at 29 C.F.R. § 1910.120, to protect the health and safety of on-site personnel and the surrounding community. The HASP will identify all potential chemicals of concern at the Project Site and include material safety data sheets for each chemical compound group or chemical of concern. As a default, all chemical groups such as volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs), and target analyte list (TAL) metals will be included in the investigation HASP;
  6. The location of all proposed sampling points and sampling depths where applicable for soil, groundwater and soil vapor;
  7. A description of the sampling and analytical methods and other investigative field work that complies with ASTM Phase II reporting requirements or other requirements of OER.
- c. OER may allow an alternate process to a Phase II Investigative Work Plan if such process is established under a remedial program operated by OER or DEC.
- d. Where applicable and at a minimum, the following procedures or requirements must be implemented in the Phase II ESA for all sampling techniques and methods:
  1. All samples must be analyzed by a laboratory accredited by the New York State Department of Health Environmental Laboratory Approval Program (ELAP);
  2. Soil and ground water samples must be analyzed for full list VOCs with methyl tertiary butyl ether (MTBE) analyzed by EPA Method 8260B, SVOCs by EPA Method

- 8270C, PCBs by EPA Method 8081A, pesticides by EPA method 8082, and TAL metals by EPA Method 6020 at an ELAP-certified laboratory.
3. Soil gas, sub-slab soil gas, and indoor air samples should be analyzed for VOCs by EPA Method TO-15 at an ELAP-certified laboratory. If ELAP certification is not available, certification by other agencies and/or organizations is recommended. Additional analyses may be warranted if the type of contamination suspected cannot be adequately characterized by these analyses. New York State Department of Health Category B Deliverables are not required to satisfy an (E) Designation.
  4. Toxicity Characteristic Leaching Procedure, Method 1311, as delineated in EPA SW-846, 40 C.F.R. Part 261 and required by OER, or an EPA approved successor method must be used where appropriate.
  5. Samples from sites on the DEC Registry of Inactive Hazardous Waste Sites must use a laboratory certified under EPA's Contract Laboratory Program or DEC's Analytical Services Program (ASP).
- e. OER will review the Work Plan submitted pursuant to subdivisions b and c of this section in accordance with § 43-1476 of this subchapter.
- f. The applicant must implement the Work Plan as approved by OER.
- g. Upon completion of the Phase II ESA, a report entitled "Phase II ESA Report" summarizing the Phase II ESA must be submitted to OER. The Phase II ESA Report must include:
1. A summary of the findings of all the studies and/or investigations performed;
  2. A description of a site inspection performed by a QEP;
  3. A description of all assessment and investigation techniques in accordance with applicable Federal and State standards, criteria, and guidance and OER templates;
  4. Sampling Results, which must be presented in summary tables and compared to all relevant State and Federal standards, criteria, and guidance;
  5. Maps of the tax lots (1"=50') including but not limited to: United States Geological Survey quadrangle map, name of quad and north arrow, on which the following is clearly indicated:
    - A. All physical site characteristics with location of all historical features of environmental significance and recognized environmental conditions, including underground storage tanks, vent lines, fill lines, interior floor drains, exterior drywells and other pertinent information; maps of sampling locations and depths for soil, groundwater and soil vapor samples showing chemical analytical results that highlight exceedances of applicable standards, criteria, and guidance; and other pertinent information;
    - B. Groundwater elevation and flow direction of the uppermost aquifer; and
    - C. All identified contamination source areas.
6. Appendices, which must include:
- A. All raw data,
  - B. Laboratory methods,
  - C. Chain-of-custody forms,
  - D. A quality assurance/quality control plan, including provisions for blank and duplicate samples and other quality assurance and quality control information as appropriate,
  - E. Field notes,
  - F. Soil boring/monitoring well logs prepared under the guidance of a QEP,
  - G. As-built well construction details,
  - H. Modeling programs used,
  - I. Calculations and formulas, and
  - J. Physical/chemical properties of chemical compounds of concern.
7. An assessment, based on findings of the Phase II ESA, of whether or not a Remedial Action Plan is required for the Project Site.
- h. The applicant may submit a Remedial Action Plan with the Phase II ESA Report.
- i. OER will review the Phase II ESA Report in accordance with § 43-1476 of this subchapter.
- j. Upon completion of its review of the Phase II ESA Report, OER will determine whether a Remedial Action Plan and site-specific Construction HASP (CHASP) is required.
1. If OER determines that a Remedial Action Plan is not required, OER will issue a notice of no objection to DOB;
  2. If a Remedial Action Plan and CHASP have been submitted, OER will review it in accordance with 43 RCNY §§ 1474 and 1476;
  3. If OER determines that a Remedial Action Plan and CHASP are required and a Remedial Action Plan and CHASP has not already been submitted by the applicant, the applicant must submit a Remedial Action Plan and CHASP for review by OER in accordance with §§ 43-1474 and 1476 of this subchapter.
- § 43-1474 Remedial Action Plan.**
- a. *Preparation of the Remedial Action Plan.*
1. Before an applicant may receive a building permit from DOB for any Development on a tax lot(s) subject to an (E) Designation or an Environmental Restrictive Declaration, where OER has determined that a Remedial Action Plan is required pursuant to § 43-1473 of this subchapter, the applicant must prepare a Remedial Action Plan and CHASP. The Remedial Action Plan must address contamination identified in the Phase II ESA Report to the satisfaction of OER, including, but not limited to:
    - A. Elevated levels of contaminants pursuant to applicable DEC standards, criteria, and guidance;
    - B. Contaminant source areas;
    - C. The exposure pathways for contamination;
    - D. Environmental exposure to contamination;
    - E. Public exposure to contamination;
    - F. Proposed cleanup criteria; and
    - G. Health and Safety of construction workers and the general public during remedial action on the tax lot(s).
  2. In preparing a Remedial Action Plan, the applicant must use templates provided by OER and consider appropriate remediation techniques, including, but not limited to, those set forth in the CEQR Technical Manual. The Remedial Action Plan must include a list of all remedial action objectives and explain how the proposed remedial action achieves these objectives.
  3. OER must review the Remedial Action Plan in accordance with § 43-1476 of this subchapter.
  4. In conjunction with its review of the Remedial Action Plan, OER may require the execution of a Declaration of Covenants and Restrictions by the title holder for the tax lot(s) subject to the (E) Designation or the Environmental Restrictive Declaration, which must be recorded against the property prior to the issuance of a notice of satisfaction.
    - A. The Declaration of Covenants and Restrictions must bind the title holder, or a designee approved by OER to perform the Remedial Action Plan in accordance with its terms, and may include institutional controls, including restrictions on use of the property, and the maintenance of engineering controls, including the implementation of a site management plan for the operation, maintenance, monitoring, inspection, certification, and reporting of engineering controls as required by OER;
    - B. In accordance with the Remedial Action Plan, the Declaration of Covenants and Restrictions may require controls that extend beyond the date of issuance of a temporary certificate of occupancy or a certificate of occupancy for the Project Site;
    - C. The Declaration of Covenants and Restrictions may include a procedure for the periodic reporting to OER of the attainment and maintenance of any

requirements contained in the Declaration of Covenants and Restrictions pursuant to this subsection;

- D. The Declaration of Covenants and Restrictions must be executed by the title holder of such tax lot(s) and must be recorded against such tax lot(s) in the applicable county office of land records; and
- E. The Remedial Action Plan must be certified by a QEP or professional engineer, and all engineering controls must be certified by a professional engineer.

b. Implementation of the Remedial Action Plan.

1. Prior to implementation of the Remedial Action Plan, the applicant must provide OER with ten (10) days written notice of such planned implementation.
2. The applicant must ensure that field oversight of the remedial action is performed by a professional engineer, a QEP, or a trained associate under the direct supervision of a professional engineer or QEP, and that the field oversight of engineering controls is performed by a professional engineer or a trained associate under the direct supervision of a professional engineer.
3. After OER has reviewed and approved the Remedial Action Plan in accordance with § 43-1476 of this subchapter, OER will issue a notice to proceed which authorizes DOB to issue such building permit or permits as are necessary to implement the approved remedial action. In no event, however, will the applicant receive from DOB a temporary certificate of occupancy or a certificate of occupancy until OER issues a notice of satisfaction pursuant to paragraph 2 of subdivision c of this section.

A. If the proposed Development of the tax lot is altered in any way after the Remedial Action Plan is approved and before the remedial action is completed and prior to any Development, OER's approval of the Remedial Action Plan is invalidated, and the applicant must submit a new or amended Remedial Action Plan for approval or demonstrate to OER that the previously approved Remedial Action Plan is appropriate.

B. For a tax lot with a Development that has been altered after the Remedial Action Plan is approved, OER may review the effectiveness of the site's completed remedial action.

4. If implementation of an OER-approved Remedial Action Plan does not commence within one year of the date of OER's approval thereof, such approval and any notice to proceed will expire.

A. The applicant may request in writing to extend an OER approval for a Remedial Action Plan not less than thirty (30) days prior to the expiration of such OER approval.

- i. Any written request for an extension must explain the circumstances for the delay in implementation of the Remedial Action Plan.
- ii. OER will review a written request for an extension by the applicant in accordance with 43 RCNY § 1476.

B. If an approval for a Remedial Action Plan expires, the Applicant must:

- i. Submit a new Remedial Action Plan for OER review in accordance with 43 RCNY § 1476; or
- ii. Submit a written request for a renewed approval of the expired Remedial Action Plan. OER will review a new Remedial Action Plan or a request for a renewed approval in accordance with § 43-1476 of this subchapter.

5. OER will have the right to inspect any tax lot(s) subject to remediation pursuant to this chapter consistent with applicable health and safety regulations, and the applicant must allow any such inspection by OER.

6. If DEC approves a remedial action at a tax lot, OER may apply DEC's approval to satisfy one or more or all of the requirements of this section for approval of a Remedial Action Plan.

c. Completion of the Remedial Action Plan.

1. Upon the completion of a Remedial Action Plan or written confirmation of completion of a substantially equivalent remediation from New York State, the applicant must deliver to OER, a Remedial Closure Report in a form satisfactory to OER. If required by OER, a site management plan and proof of recording of a Declaration of Covenants and Restrictions must be included in the Remedial Closure Report.

A. The Remedial Closure Report must be certified by a QEP or professional engineer.

B. All engineering controls employed at a Development Site must be certified by a professional engineer.

C. Requirements for monitoring or other measures in the Remedial Action Plan that extend beyond the issuance of a temporary certificate of occupancy or a certificate of occupancy for the Project Site and are included in a Declaration of Covenants and Restrictions in accordance with paragraph 4 of subdivision a of this section, will not preclude the issuance of a Remedial Closure Report.

2. Upon OER's review and approval of the Remedial Closure Report, OER must issue a notice of satisfaction to the applicant, DOB and DCP within ten (10) days, authorizing DOB to issue a temporary certificate of occupancy or a certificate of occupancy.

3. The notice of satisfaction must specify that the environmental requirements relating to the (E) Designation have been satisfied and if applicable, a summary of any requirements for site management or other measures in the Remedial Action Plan that extend beyond the issuance of a temporary certificate of occupancy or a certificate of occupancy for the Project Site have been included in a Declaration of Covenants and Restrictions in accordance with paragraph 4 of subdivision a of this section.

**§ 43-1475 Removal of (E) Designation Requirements.**

- a. OER will issue a final notice of satisfaction when OER determines that the environmental requirements relating to the (E) Designation or the Environmental Restrictive Declaration have been completely satisfied for a specific block and lot(s). A tax lot with an (E) Designation for hazardous materials or an Environmental Restrictive Declaration will qualify for a final notice of satisfaction if the remediation is completed, does not require engineering or institutional controls and is protective of public health and the environment for any allowable use, as determined by OER. A tax lot with an (E) Designation for air quality or noise may also qualify for a final notice of satisfaction if OER determines that the source of air emissions or noise which resulted in the (E) Designation has been permanently eliminated or that the environmental requirements related to an (E) designation for air quality or noise have been completed. Completion of air and noise requirements occur when a development project has been built out to its full development potential according to zoning, and installation reports demonstrate that air and noise requirements have been satisfied. OER will send the final notice of satisfaction to DEP, DOB and DCP within ten (10) days.

b. Upon receipt of a final notice of satisfaction, DCP will remove the affected tax lot(s) from the list appended to the Zoning Resolution.

c. When DCP has received final notices of satisfaction for all tax lot(s) specified in the CEQR Determination with respect to an (E) Designation, it will administratively remove such (E) Designation from the list appended to the Zoning Resolution.

d. DCP will notify DOB and OER of the removal of tax lots and (E) Designations from the list appended to the Zoning Resolution.

**§ 43-1476 Fees and OER Review and Approval Procedure.**

- a. OER will conduct an initial review of an application to determine the extent of review required for approval of the application. OER will inform the applicant of the fee amount.

b. An applicant who seeks OER approval of a minor alteration(s) and/or other action on a tax lot subject to an (E) Designation or an Environmental Restrictive Declaration resulting in the issuance of a notice of no objection must pay a fee of \$475.

c. An applicant for a new development or for alterations on a tax lot subject to an (E) Designation or an Environmental



Restrictive Declaration that requires a detailed review by OER involving a phased approval and sign-off procedure (e.g., investigation, remedial action plan or remedial action report) must pay a fee of \$1,325.

- d. An applicant proposing a new development or alterations on a tax lot subject to an (E) Designation or an Environmental Restrictive Declaration that requires a second OER review after issuance of a notice to proceed must pay a fee of \$475.
- e. An applicant who seeks to convert an active sub-slab depressurization system to a passive sub-slab depressurization system following OER approval of a remedial closure report must pay a fee of \$475.
- f. An applicant who requires OER review of periodic reports of the performance of active remedial systems must pay a fee of \$275.
- g. Each payment must be in the form of
  1. an electronic payment; or
  2. a personal, business or certified check or money order made payable to the New York City Department of Environmental Protection/Office of Environmental Remediation (DEP/OER) and sent to:  
  
Office of Environmental Remediation  
100 Gold Street, 2nd floor  
New York, NY 10038  
Attn. Accounts Receivable  
  
The applicant must include the OER project number and/or payment transaction number on the check or money order.
- h. At the request of the applicant, OER will meet with the applicant regarding (1) the required contents of any plan or report required pursuant to §§ 43-1473 and 1474 of this subchapter, and (2) the timeline to meet program milestones to expedite such work.
- i. Upon initial receipt of a submission required pursuant to this subchapter, including plans and reports, OER will review such submission and attempt to provide written comments within thirty (30) days of receipt of such initial submission. The applicant must submit all documents, plans, and reports in digital form and in a format established by OER.
- j. If OER requests additional information or a revised submission, the applicant must resubmit the document, plan, or report with this additional information for review.
  1. Revised submissions will be reviewed by OER as expeditiously as possible;
  2. Upon receipt of all information requested, OER will approve the document, modify the document, or issue comments with respect to the submission within thirty (30) days.
- k. If the applicant disagrees with OER's comments, the applicant will have the opportunity to respond.
- l. Upon receipt and review of all required submissions, OER will issue a determination within thirty (30) days.

#### **§ 43-1477 Notification.**

- a. Discovery of a petroleum spill or the discharge of other contaminants on a tax lot(s) for which reporting requirements have been established by federal, state or local law, regulation, or rule must be reported by the applicant in accordance with such law, regulation, or rule.
- b. Discovery of evidence of "reportable quantities" of hazardous materials or hazardous wastes by the Department and/or the applicant on a tax lot(s) that pose a potential or actual significant threat to public health or the environment under federal, state, or local law, regulation, or rule, must be reported by the applicant in accordance with such law, regulation, or rule.

#### **§ 43-1478 Air Quality and Noise (E) Designations.**

- a. Remedial Action Plan for Air Quality and Noise (E) Designations.
  1. To address an Air Quality (E) Designation or a Noise (E) Designation, an applicant must submit a Remedial Action Plan to OER.
  2. The Remedial Action Plan must include a certification by a registered architect that all architectural plans and associated specifications and designs, or a certification by a professional engineer that all engineering plans and associated specifications and designs, included in the Remedial Action Plan:
    - A. Have been personally developed by the registered architect or professional engineer or under the registered architect's or professional engineer's direct supervision; and
    - B. Achieve the requirements mandated by the (E) Designation to achieve protection of public health and the environment.

3. The certifying professional engineer and/or registered architect must:
  - A. Be licensed in the State of New York;
  - B. Affix their professional engineer or registered architect stamp to the certification; and
  - C. Include their New York State professional engineer/registered architect license number on the certification.
4. OER will review the Remedial Action Plan to determine if it achieves the specific requirements established for the tax lot by the Lead Agency.
5. When a Project Site encompasses more than one tax lot, and at least one, but not all, of the lots has an Air Quality or Noise (E) Designation or an Environmental Restrictive Declaration, the environmental requirements will apply to the entire Project Site, unless the applicant demonstrates to OER's satisfaction that application of the environmental requirements to the entire Project Site is not warranted.
6. When a Project Site encompasses a portion of a lot which has an Air Quality or Noise (E) Designation or an Environmental Restrictive Declaration, the environmental requirements will apply to all portions of the lot, unless the applicant demonstrates to OER's satisfaction that application of the environmental requirements to a portion of the Project Site is not warranted.
7. Modification of Environmental Requirements. When a proposed Development cannot satisfy the Air Quality or Noise (E) Designation for a tax lot(s), the owner of the tax lot(s) may apply to OER for a modification of the environmental requirements as described in a CEQR Determination based upon new information or technology, additional facts or updated standards, as applicable, provided such modifications are equally protective of public health and the environment. With the consent of the Lead Agency, OER may modify the environmental requirements described in a CEQR Determination provided that such modifications are equally protective of public health and the environment. Specific modifications include, but are not limited to:
  - A. Placement of an exhaust stack where a tax lot's dimensions lack sufficient depth to locate the stack according to the (E) Designation requirements.  
  
The applicant must submit a study showing that the proposed stack location is as protective to public health and the environment as required by the (E) Designation. The study must be based on the same level of analysis used in the associated Environmental Assessment Statement or Environmental Impact Statement.
  - B. Modification of a Window/Wall Attenuation mandated by a Noise (E) Designation.
    - i. The applicant must conduct a 24-hour noise monitoring test of the lot to record in dBA the Leq(1), L10(1), and the Ldn Noise Descriptors.
    - ii. The applicant must submit its Noise Monitoring Protocol to OER for review and approval before starting any testing.
    - iii. Where applicable, the Noise Descriptors must be projected to the Full Build Year of the relevant Zoning Amendment or Zoning Action, according to the same methodology used in the environmental review from which the (E) Designation was assigned.
    - iv. Following a 24-hour noise monitoring test, the applicant must submit to OER a report summarizing the results of the test and include in its Remedial Action Plan all documents generated by the 24-hour noise monitoring study.
    - v. OER will evaluate the test results based on the (E) Designation requirements and the

values and guidance found in the CEQR Technical Manual. If the results satisfy the CEQR Technical Manual, OER will agree to modify the Window/Wall Attenuation as described in the lot's Noise (E) Designation.

b. Implementation of the Remedial Action Plan for Air Quality and Noise (E) Designations.

1. After OER has reviewed and approved a Remedial Action Plan for an Air Quality or Noise (E) Designation, OER will issue a notice to proceed recommending that DOB issue the permit necessary for the applicant to carry out the approved remediation. However, the applicant must not accept a temporary certificate of occupancy or a certificate of occupancy from DOB for any Development until OER issues a notice of no objection authorizing issuance of a temporary certificate of occupancy only or a notice of satisfaction in accordance with subdivision c of this section.
2. Once the Remedial Action Plan is approved, an applicant must carry out the remediation in its entirety without any omissions, changes, or deviations. Any changes to an approved Remedial Action Plan must be submitted with appropriate documentation to OER for its approval before an applicant implements the changes.
3. OER has the right to inspect any tax lot(s) subject to remediation according to this section, and the applicant must allow any such inspection by OER.

c. Completion of the Remedial Action Plan.

1. Following implementation of the OER-approved Remedial Action Plan, the applicant must submit an Installation Report certified by a professional engineer or a registered architect to OER in a form satisfactory to OER.
2. The Installation Report must document that the remedial activities contained in the OER-approved Remedial Action Plan have been implemented in compliance with the Remedial Action Plan and satisfy the (E) Designation.
3. Upon review and approval of the certified Installation Report, OER will issue a notice of satisfaction authorizing DOB to issue a certificate of occupancy or, where circumstances warrant, OER will issue a notice of no objection for a temporary certificate of occupancy.

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

- Deputy Sheriff (Level I)
- Deputy Sheriff (Level II)
- Supervising Deputy Sheriff (Level I)
- Supervising Deputy Sheriff (Level II)

**Section 2.**

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

**ARTICLE II - DUES CHECKOFF**

**Section 1.**

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

**Section 2.**

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

**ARTICLE III - SALARIES**

**Section 1.**

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of either thirty five (35) or forty (40) hours. An Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

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

**Hourly Rate** - 40 hour week basis - 1/2088 of the appropriate minimum basic salary.  
35 hour week basis - 1/1827 of the appropriate minimum basic salary.

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

**Section 2.**

Employees in the following title(s), except for new employees, shall be subject to the following specified basic amounts, which, where specified, include both salary rates and longevity adjustments

**SPECIAL MATERIALS**

**OFFICE OF LABOR RELATIONS**

■ NOTICE

**Deputy Sheriffs Association  
2018-2021 Agreement**

**AGREEMENT** entered into this 23rd day of December, 2021 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the New York City Deputy Sheriffs Association (hereinafter referred to as the "Union"), for the period from May 1, 2018 through December 31, 2021.

**W I T N E S S E T H :**

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

**NOW, THEREFORE**, it is mutually agreed as follows:

**ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION**

**Section 1.**

**Title:**

a. Deputy Sheriff - Level I  
Hired prior to 1/1/06

	5/1/18	5/1/19	5/1/20
6th Grade	\$58,216	\$59,671	\$61,461
5th Grade	\$61,126	\$62,654	\$64,534
4th Grade	\$64,181	\$65,786	\$67,760
3rd Grade	\$67,392	\$69,077	\$71,149
2nd Grade	\$70,761	\$72,530	\$74,706
1st Grade	\$87,211	\$89,391	\$92,073

**Title:**

b. Deputy Sheriff - Level I  
Hired on or after 1/1/06

	5/1/18	5/1/19	5/1/20
1st 6 months	\$34,646	\$35,512	\$36,577
6th Grade - after 6 months	\$45,138	\$46,266	\$47,654
5th Grade - after 1.5 years	\$49,761	\$51,005	\$52,535
4th Grade - after 2.5 years	\$55,618	\$57,008	\$58,718
3rd Grade - after 3.5 years	\$60,738	\$62,256	\$64,124
2nd Grade - after 4.5 years	\$64,545	\$66,159	\$68,144
1st Grade - after 5.5 years	\$87,211	\$89,391	\$92,073

**Title:**

c. Deputy Sheriff - Level II  
Hired/promoted prior to 1/1/06

	5/1/18	5/1/19	5/1/20
6th Grade	\$92,326	\$94,634	\$97,473
5th Grade	\$93,600	\$95,940	\$98,818
4th Grade	\$94,875	\$97,247	\$100,164
3rd Grade	\$96,150	\$98,554	\$101,511
2nd Grade	\$97,426	\$99,862	\$102,858
1st Grade	\$98,707	\$101,175	\$104,210

**Title:**

d. Deputy Sheriff - Level II  
Hired/promoted on or after 1/1/06

	5/1/18	5/1/19	5/1/20
6th Grade	\$89,279	\$91,511	\$94,256
5th Grade	\$90,007	\$92,257	\$95,025
4th Grade	\$90,742	\$93,011	\$95,801
3rd Grade	\$91,474	\$93,761	\$96,574
2nd Grade	\$92,206	\$94,511	\$97,346
1st Grade	\$98,707	\$101,175	\$104,210

**Title:**

e. Supervising Deputy City Sheriffs Level I  
Hired/promoted prior to 1/1/06

	5/1/18	5/1/19	5/1/20
3rd Grade	\$104,529	\$107,142	\$110,356
2nd Grade	\$106,944	\$109,618	\$112,907
1st Grade	\$109,355	\$112,089	\$115,452

**Title:**

f. Supervising Deputy City Sheriffs Level I  
Hired/promoted on/after 1/1/06

	5/1/18	5/1/19	5/1/20
5th Grade	\$100,990	\$103,515	\$106,620
4th Grade	\$102,452	\$105,013	\$108,163
3rd Grade	\$103,914	\$106,512	\$109,707
2nd Grade	\$105,377	\$108,011	\$111,251
1st Grade	\$109,355	\$112,089	\$115,452

**Title:**

g. Supervising Deputy City Sheriff  
Level II  
Hired/promoted prior to 1/1/06

5/1/18	5/1/19	5/1/20
\$118,187	\$121,142	\$124,776

**Title:**

h. Supervising Deputy City Sheriff Level II  
Hired/promoted on/after 1/1/06

	5/1/18	5/1/19	5/1/20
3rd Grade	\$111,232	\$114,013	\$117,433
2nd Grade	\$112,695	\$115,512	\$118,977
1st Grade	\$118,187	\$121,142	\$124,776

i. **Grades** - An Employee shall advance one grade annually on the anniversary of their employment and/or promotion.

j. **Longevity Adjustments** - Longevity adjustments shall be paid as follows:

Deputy Sheriff Level I and II and Supervising Deputy Sheriff Level I:

(i) Effective May 1, 2018, Employees shall continue to receive \$2,000 after five (5) years of service; \$5,000 after ten (10) years of service; \$6,245 after fifteen (15) years of service; and \$7,495 after twenty (20) years of service.

(ii) Effective May 1, 2021, Employees shall receive \$2,500 after five (5) years of service; \$5,500 after ten (10) years of service; \$7,364 after fifteen (15) years of service; and \$8,864 after twenty (20) years of service.

Supervising Deputy Sheriff Level II:

(iii) Effective May 1, 2018, Employees shall continue to receive \$6,245 after fifteen (15) years of service and \$7,495 after twenty (20) years of service.

(iv) Effective May 1, 2021, Employees shall receive \$500 after five (5) years of service; \$7,364 after fifteen (15) years of service and \$8,864 after twenty (20) years of service.

(v) The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completing twenty (20) years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completing twenty-five (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.

(vi) The calculation of night shift differential payments shall be based upon the same factors, amounts and methodology as previously utilized.

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

### **Section 3. General Wage Increase:**

#### **a. General Wage Increases**

- i. The general wage increases, effective as indicated, shall be:
  1. Effective May 1, 2018, Employees shall receive a general increase of 2.25%.
  2. Effective May 1, 2019, Employees shall receive a general increase of 2.50%.
  3. Effective May 1, 2020, Employees shall receive a general increase of 3.00%.
- ii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3a on the basis of computations heretofore utilized by the parties for all such Employees.
- iii. The general increases provided for in Section 3a above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the day prior to the general increase, e.g. the general increase provided for in Section 3 a.i.1 shall be based on the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 30, 2018.
- iv. The general increases shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.

### **Section 4. New Hires**

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

### **Section 5.**

A person employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis shall receive upon the date of such appointment or promotion the minimum salary for the title to which such appointment or promotion is made.

#### **Class of Positions**

Deputy Sheriff (Level II)  
Supervising Deputy Sheriff (Level I)  
Supervising Deputy Sheriff (Level II)

### **Section 6. Annuity Fund**

Effective May 1, 2018, the City shall continue to contribute the total contribution of \$1,574.20 per annum for each Employee on full pay status for an entire year. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

### **Section 7. Uniform Allowance**

Effective May 1, 2021, a uniform allowance shall be established in the amount of \$567 per employee per annum.

## **ARTICLE IV – SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM**

### **Section 1.**

There shall be a shift differential of ten percent (10%) for all employees covered by this Agreement for all scheduled hours worked between 6 P.M. and 8 A.M. with more than one hour of work between 6 P.M. and 8 A.M.

### **Section 2.**

- a. If an employee is required to work on any of the holidays listed in Section 9 of Article V, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.
- b. If the holiday designated pursuant to this Agreement falls on a Saturday or a Sunday the following provisions shall apply:
  - i. The fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay shall be paid to all employees who work on the actual holiday only.

- ii. Employees required to work on the Friday or Monday day of observance designated pursuant to Article V, Section 9 shall receive compensatory time only.

- iii. For an employee scheduled to work on both the Saturday or Sunday holiday and the day designated for observance the following shall apply:
  - (1) If the employee is required to work on only one of such days, the employee shall be deemed to have received compensatory time off and shall receive the fifty percent (50%) cash premium only when required to work on the actual holiday.
  - (2) If the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay only for all hours worked on the actual holiday.

- c. i. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the overtime provisions of Article VI.
- ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off.
- iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article VI.
- d. Shifts which begin at 11 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 11 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.
- e. As an alternative to the methods of compensation provided in subsections 2(a), 2(b), and 2(c), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject to the approval of the agency head, executive director of a hospital, or the Chief of Personnel in the Police Department, or their designee whose decision shall be final. In no case shall the compensation under this provision exceed or be less than the value of the compensation provided under subsections 2(a), 2(b), or 2(c).

### **Section 3.**

- a. An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to subsection 3(b), below.
- b. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay.

## **ARTICLE V – OVERTIME**

In the event of any inconsistency between this Article and standards imposed by Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

### **Section 1.**

For purpose of the overtime provisions of this Agreement, all time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week. However, where the Fair Labor Standards Act ("FLSA") provides for more beneficial compensation than the overtime provisions of this Agreement such benefits shall be calculated on the basis of time actually worked.

### **Section 2.**

- a. "Authorized voluntary overtime" and "authorized voluntary standby time" shall be defined as overtime or standby time for work authorized by the agency head or the agency head's designee, which the employee is free to accept or decline.
- b. "Ordered involuntary overtime" and "ordered involuntary standby time" shall be defined as overtime or standby time which the employee is directed in writing to work and which the employee is therefore required to work. Such overtime or standby time may only be authorized by the agency head or a representative of the agency head who is delegated such authority in writing.

### **Section 3.**

- a. Ordered involuntary overtime which results in an employee working in excess of forty (40) hours in any calendar week shall be compensated in cash at time and one half (1-1/2 times).

- b. For those employees whose normal work week is less than forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week, shall be compensated in cash at straight time (1x).
- c. Upon the written approval of an employee's request by the agency head or designee, an employee who works ordered involuntary overtime shall have the option of being compensated in time off at the applicable rates provided in Sections 3(a) and 3(b) provided that the exercise of such option does not violate the provisions of ("FLSA").
- d. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.
- e. Employees who are paid in cash or who are compensated in time at the rate of time and one-half (1½X) for overtime pursuant to subsection c of this Section or the Fair Labor Standards Act may not credit such time for meal allowance.

**Section 4.**

- a. Authorized voluntary overtime which results in any employee working in excess of the employee's normal work week in any calendar week shall be compensated in time off at the rate of straight time (1x).
- b. For employees covered by the provisions of FLSA, voluntary overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one-half (1½x) in time provided that the total unliquidated compensatory hours credited to an employee pursuant to this provision may not exceed 240 hours. If an employee has reached the 240 hour maximum accrual for FLSA compensatory time, all subsequent overtime earned under this provision must be compensated in cash at time and one-half (1½x).

**Section 5.**

- a. No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-quarter (¼) hour to the nearest one-quarter (¼) hour and, except for an employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week, only after one (1) hour.
  - i. Effective July 15, 1996, credit for all authorized overtime, beyond the normal work week, shall accrue in units of **one-half (½) hour** to the nearest **one-half (½) hour**.
  - ii. For employees covered by Unit Agreements that expire March 31, 2000, subsection 5(a)(i) shall be in effect from July 15, 1996 to March 31, 2000.
  - iii. For employees covered by Unit Agreements that expire December 31, 1999, subsection 5(a)(i) shall be in effect from July 15, 1996 to December 31, 1999.

**Section 6.**

The hourly rate of pay shall be determined by taking the below indicated fractional part of the affected employee's annual regular salary:

- a. For employees whose basic work week is thirty-five (35) hours:

$$\frac{1}{1827} \quad \text{or} \quad \frac{1}{261 \times 7}$$

- b. For employees whose basic work week is forty (40) hours:

$$\frac{1}{2088} \quad \text{or} \quad \frac{1}{261 \times 8}$$

- c. Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is compensable in a calendar week (unless such employee is covered by the provisions of the FLSA and has actually worked in excess of forty hours in said calendar week). "Annual regular salary" shall in addition to all payments included in an employee's basic salary include all educational, assignment, and longevity differentials, and, when mandated to be included by FLSA, such other additions to gross that are regularly part of an employee's salary.

**Section 7. Overtime Cap**

- a. These overtime provisions, including recall and standby provisions, shall apply to all covered employees including those working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of the amount set forth in subsections 7(d) and 7(e) for eligibility for cash compensated overtime (the "cap").

- b. When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the cap, compensatory time at the rate of straight time shall be credited for authorized overtime except as may be proscribed by FLSA. The gross salary shall be computed on an annual calendar year basis and for the purposes of this Section shall mean basic annual salary plus any monies earned.
- c. Employees who are not covered by FLSA whose annual gross salary including overtime, all differentials and premium pay is in excess of the cap shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures. The periodic time report shall be in such form as is required by the Agency.
- d. Effective September 26, 2017, the cap shall be \$83,424.
- e. Effective September 26, 2018, the cap shall be increased to \$85,301.
- f. Effective October 26, 2019, the cap shall be increased to \$87,860. Thereafter, unless otherwise agreed by the parties, the cap amount shall be adjusted by any adjustments made to the Citywide overtime cap.

**Section 8.**

- a. Employees who work authorized overtime, except as set forth in Section 3(e) of this Article, shall be entitled to the following meal allowances:
 

For two continuous hours of overtime	\$ 8.25
For five continuous hours of overtime	\$ 8.75
For seven continuous hours of overtime	\$10.75
For ten continuous hours of overtime	\$11.75
For fifteen continuous hours of overtime	\$12.75
- b. Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for the above meal allowances.

**Section 9.**

- Employees recalled from home for authorized ordered involuntary overtime work, shall be guaranteed overtime payment in cash for at least four (4) hours, if eligible for cash payment under Section 7 of this Article. When an employee voluntarily responds to a request to come from home for voluntary authorized overtime work, such overtime shall be compensated in time off on an hour-for-hour basis but with minimum compensatory time of four (4) hours.
- a. Effective July 15, 1996, for all employees who are recalled from home for authorized ordered involuntary overtime work, the minimum guaranteed cash overtime payment shall be **two (2) hours**.
  - b. For employees covered by Unit Agreements that expire March 31, 2000, subsection 9(a) shall be in effect from July 15, 1996 to March 31, 2000.
  - c. For employees covered by Unit Agreements that expire December 31, 1999, subsection 9(a) shall be in effect from July 15, 1996 to December 31, 1999.

**Section 10.**

- a. Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the agency head but the agency head shall not schedule its use without the consent of the employee within the thirty (30) calendar days following its earning. However, all compensatory time off must be taken by the affected employee within the four (4) months following its earning. Except for the time described in subsection 10b(ii) below, any such compensatory time not so used by the employee's choice shall be added to the employee's sick leave balance. If the agency head calls upon an employee not to take the compensatory time off or any part thereof within the four (4) months, that portion shall be carried over until such time as it can be liquidated. This subsection shall not apply to compensatory time accrued pursuant to FLSA.
- b. For employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:
  - i. First, Pre-FLSA Compensatory Time Bank
  - ii. Second, Post-April 14, 1986 FLSA Compensatory Time Bank
  - iii. Third, Post-April 14, 1986 non-FLSA Compensatory Time Bank
- c. If compensatory time off is charged to an employee's Post-April 14, 1986 FLSA Compensatory Time Bank and as a result the employee will not be able to take his/her accrued Post-April 14,

1986 non-FLSA compensatory time within the four (4) month period provided in subsection 10(a) above, the period of time in which the equivalent amount of time in the Post-April 14, 1986 non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

**Section 11.**

- a. Employees who volunteer to stand by in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half (1/2) hour for each hour of standby time.
- b. Employees who are required, ordered and/or scheduled on an involuntary basis to stand by in their homes subject to recall, as authorized by the agency head or the agency head's designated representative shall receive overtime payment in cash for such time on the basis of one-half (1/2) hour paid overtime for each hour of standby time. Employees who reside on the work premises or are in post-graduate training status shall not be included in this provision.

**Section 12.**

Employees who are required to carry communication devices (or "beepers") shall not be restricted in their ability to travel. Notwithstanding the above, they may be required to call in or may make other mutually agreeable accommodations with the agency.

**Section 13.**

Except in an emergency situation, when authorized and ordered by an agency head or a designated representative, no employee shall be required to actually work more than two (2) consecutive normal work shifts in any twenty-four (24) hour period nor shall said employee be required to work more than two (2) consecutive work shifts for more than two (2) consecutive weeks.

**ARTICLE VI - TIME AND LEAVE**

**Section 1.**

- a. All provisions of the Resolution approved by the Board of Estimate on June 5, 1956 on "Leave Regulations for Employees Who Are Under the Career and Salary Plan" (hereinafter "Leave Regulations") and amendments, and official interpretations relating thereto, in effect on the effective date of this Agreement and amendments which may be required to reflect the provisions of this Agreement shall apply to all employees covered by the Agreement.

Interpretations shall be defined as those rulings issued by the Commissioner of Citywide Administrative Services pursuant to Section 6.6 of the Leave Regulations and which are printed in the official Leave Regulations.

This Section shall not circumscribe the authority of the Commissioner of Citywide Administrative Services to issue new interpretations subsequent to the effective date of this Agreement. Such new interpretations shall be subject to the grievance and arbitration provisions of this Agreement.

- b. The annual leave allowance for Employees shall accrue as follows:

Employees hired prior to January 1, 2006:

New hires	15 days
Beginning 6th Year	20 days
Beginning 8th Year	25 days
Beginning 15th Year	27 days

Employees hired on or after January 1, 2006:

New hires	13 days
Beginning 6th Year	18 days
Beginning 8th Year	23 days
Beginning 15th Year	25 days

**Section 2.**

- a. Employee requests for annual leave made pursuant to agency policy or collective bargaining agreement, shall be in writing on a form supplied by the agency. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the agency.

Decisions on requests for annual leave or for leave with pay shall be made within seven (7) working days of submission except for requests which cannot be approved at the local level or requests for leave during the summer peak vacation period or other such periods for which the Employer has established and promulgated a schedule for submission and decision of leave requests. Once a leave request has been approved, the approval may not be rescinded except in writing by the agency head.

If any agency head calls upon an employee to forego the employee's requested annual leave or any part thereof in any year,

it must be in writing and that portion shall be carried over until such time as it can be liquidated.

- b. In order to allow employees to make advanced plans, decisions on requests for annual leave in amounts of at least 5 consecutive work days or tours falling during an agency's designated summer peak vacation period shall be made not less than thirty (30) days prior to the scheduled commencement of said peak vacation period. Such requests must be made no later than forty-five (45) days or tours prior to the commencement of the summer peak vacation period or by the designated submission date for such requests, whichever is earlier. The summer peak vacation period shall be the period designated by an Agency as such, provided such period does not commence prior to Memorial Day Weekend or extend past September 30th. Nothing contained herein shall preclude employees from making annual leave requests in accordance with the other provisions of this Agreement.
- c. 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, be removed from the payroll on or before a specific date because of budgetary considerations, 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, and the FLSA.

**Section 3.**

- a. Approved sick leave and annual leave may be used in units of one (1) hour. Any employee who has completed four (4) months of service may be permitted to take approved annual leave as it accrues.
- b. Except as provided below, employees shall be credited with one day of sick leave per month. Approved sick leave may be used as it accrues.
- c. It shall be the policy of the employer to allow employees to use during their current leave year the amount of annual leave accruable during that year, provided they have sufficient available leave balances. This provision shall be subject to the leave regulations referenced in Section 1 of this Article VI and the needs of the agency. Exceptions to this policy shall be on a reasonable and case-by-case basis.

**Section 4.**

- a.
  - i. Except as provided in Section 4(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more consecutive working days. Such proof satisfactory to the agency must be submitted within five working days of such request.
  - ii.
    - (1) Notwithstanding the provisions of Section 4(a)(i), employees may use three (3) days per year from their sick leave balances for the care of ill family members.
    - (2) Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) working days of the employee's return to work.
    - (3) The use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.
    - (4) Family member shall be defined as: spouse; natural, foster or step parent; child, brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 *et seq.*
- b. The provisions of Section 4(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:
  - i. An employee requests sick leave for more than three (3) consecutive work days; or

- ii. An employee uses undocumented sick leave more than five (5) times in a "sick leave period." Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period"; or
  - iii. An employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period."
- c. For the purposes of Sections 4(b)(ii) and 4(b)(iii) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.
- d. For the purposes of this Section 4 "one time" shall mean the consecutive use of one-half (1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one-half (1/2) day.
- e. The provisions of Section 4(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required pursuant to Sections 4(b)(ii), 4(b)(iii) and 4(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:
- |         |         |                  |         |
|---------|---------|------------------|---------|
| 3 years | 21 days | 7 years          | 49 days |
| 4 years | 28 days | 8 years          | 56 days |
| 5 years | 35 days | 9 years          | 63 days |
| 6 years | 42 days | 10 years or more | 70 days |
- f. It is not the intent of Sections 4(b) and 4(e) for an agency to regularly require proof of disability under normal circumstances.
- g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.
- h. The medical documentation required by this Section shall be from a health practitioner licensed by the state in which she/he practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty by a medical practitioner acting in behalf of the Employer's Health Service, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the Employer's practitioner.

**Section 5.**

The number of sick leave allowance days permitted to accumulate shall be unlimited.

**Section 6.**

- a. An employee's annual leave shall be changed to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the agency head, such leave time may be charged to sick leave and not to annual leave at the employee's option.
- b. Employees on approved sick leave who have exhausted their sick leave balances shall be placed on annual leave unless otherwise requested in writing for the duration of that absence, subject to continued proof of disability satisfactory to the agency.

**Section 7.**

Employees who are on agency approved work-study paid leave of absence shall not have annual leave credits deducted unless they actually request and take such annual leave, provided that annual leave accruals do not exceed the maximum permitted in this Agreement.

**Section 8.**

- a. The regular holidays with pay shall be as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup> (or other date established by NYS Legislature)
Election Day	First Tuesday following the First Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

- b. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. However, when an agency head deems it necessary to keep facilities open on both Monday and Friday, employees may be scheduled to take time off on either the Monday or Friday. When either the holiday, or the day designated for observance, occurs on an employee's scheduled day off and the employee does not work on such day, the employee shall be entitled to one compensatory day off in lieu of the holiday.

**Section 9. General Municipal Law 207-c**

The procedure attached to this agreement as Appendix A shall cover claims for line of duty injury benefits pursuant to Section 207-c of the General Municipal Law.

**Section 10.**

Pursuant to Executive Order No. 34, dated March 26, 1971, "Regulations Governing Cash Payments for Accrued Annual Leave and Accrued Compensatory Time on Death of an Employee while in the City's Employ," if an employee dies while in the Employer's employ, the employee's beneficiary or if no beneficiary is designated, then the employee's estate, shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of fifty-four (54) days credit.
- b. All unused accrued compensatory time earned subsequent to March 15, 1968 and retained pursuant to this Agreement, verifiable by official agency records, to a maximum of two hundred (200) hours.

**Section 11.**

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty-five thousand dollars (\$25,000) will 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 same beneficiary designated for the purposes of Section 13 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

**Section 12.**

If while in covered employment under the terms of this Agreement an employee dies, the Employer shall notify the beneficiary designated by the employee in the personnel folder as to what benefits may be available for the employee and as to where claims may be initiated for such benefits. If no beneficiary is designated, the public administrator of the county in which the employee last resided shall be notified.

The employing agency shall promptly notify the appropriate retirement system and request it communicate with the beneficiary designated in the system's records.

**Section 13.**

- a. Every employee is obligated to report for work as scheduled.
- b. Except for the employees described in subsection c below, there shall be a grace period of five minutes at the beginning of the work shift. When an employee's lateness extends beyond the five-minute grace period, the full period of time between the scheduled reporting time and the actual reporting time shall be charged against such employee (e.g. an employee whose starting time is 9:00 a.m. who reports to work at 9:05 a.m. would not be "late," but such an employee with such a starting time who reports to work at 9:06 a.m. would be charged with six (6) minutes of lateness).
- c. The following employees shall not be entitled to the five-minute grace period described in subsection b above:
  - i. Emergency personnel, including, but not limited to, Fire Alarm Dispatchers, Police Communication Technicians, Emergency Medical Services Specialists. The City shall furnish the Union with a full list of such positions.

- ii. Employees whose positions require, in the event of late reporting for work, that another be held over from a previous shift or be called in to substitute for the late employee, at premium rates of pay.
- iii. Employees subject to flexible work schedules.
- d. Lateness beyond the five-minute grace period shall be classified as "excused" or "not excused" and excused lateness shall not be charged against the employee. Lateness found by the agency head or the individual designated by the agency head to have been caused by unforeseen public transportation delays or other circumstances which arise after an employee leaves for work which cannot be anticipated (e.g. elevator breakdowns or private transportation breakdowns) which are beyond the ability of the tardy employee to control shall be excused. Such findings shall be reasonably made; and the tardy employee may be required to furnish proof satisfactory to the agency head of the cause of the lateness. A request for excusal shall not be unreasonably denied. A refusal to excuse a lateness may be appealed to the Commissioner of Labor Relations whose decision shall be final.
- e. Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.
- f. The City reserves the right and power appropriately and for just cause to discipline or to discharge an employee for excessive lateness.
- g. Contractual provisions or agency policies regarding lateness, grace or excusal periods or lateness penalties inconsistent with the uniform lateness policy set forth in this Section shall be superseded by this Section 16.
- h. Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.
- i. Each agency will prepare contingency plans for operation during a major failure of public transportation which would cause disabled employees, as defined in the Americans with Disabilities Act, great difficulty in reaching their regular work location. Such plans will include, where practicable and productive, provisions assigning disabled employees to report to agency locations closer to their homes. Such plans shall also include provisions for excusal by the agency head of absences on an individual basis for disabled employees. Decisions of the agency head with respect to absences under such plans shall not be subject to the grievance procedure.

#### **Section 17.**

- a. Effective January 1, 1975, the terminal leave provision for all employees except as provided in subsections b. and c., below shall be as follows:  
Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.
- b. Any employee who as of January 1, 1975 had a minimum of fifteen (15) years of service as of said date may elect to receive upon retirement a terminal leave of one (1) calendar month for every ten (10) years of service pro-rated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such employees subsequent to July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the employee would otherwise be entitled at the time of retirement, if the employee chooses to receive terminal leave under this subsection.
- c. In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the agency head, in the agency head's discretion, may apply two and one-fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave. An employee's request for the application of this subsection shall not be unreasonably denied. The denial of an employee's request may be appealed solely to the Commissioner of Labor Relations.
- d. 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, because of budgetary considerations, 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.

#### **Section 18.**

- a. A child care leave of absence without pay shall be granted to any employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered pursuant to the New York City Administrative Code Section 3-240 et seq.) becomes the parent of a child up to four years of age), either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty-six (36) month maximum.
- b. Prior to the commencement of child care leave, an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave and compensatory time (including FLSA compensatory time).
- c. Employees, who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.
- d. This provision shall not diminish the right of the Agency Head or the Personnel Director, as set forth in Rule 5.1 of the Leave Regulations, to grant a further leave of absence without pay for child care purposes.

#### **Section 19.**

- a. Bereavement leave shall be granted for the death of an employee's spouse; "domestic partner," as defined in the New York Administrative Code Section 1-112(21); natural, foster or step parent; child; grandchild; brother or sister; father-in-law; mother-in-law; or other relative residing in the household.
- b. When a death in an employee's family occurs while the employee is on annual or sick leave, such time as is excusable for death in the family shall not be charged to annual or sick leave.

#### **Section 20.**

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 2(h) of the Civil Service Law, are determined not to have been in violation of Section 210.

### **ARTICLE VII - HEALTH INSURANCE**

#### **Section 1.**

The Labor-Management Health Insurance Policy Committee, with representation from the Municipal Labor Committee and from the Employer, for the purpose of consultation on policy only shall be continued.

#### **Section 2.**

- a. Retirees shall continue to have the option of changing their previous choice of Health Plans. This option shall be:
  - i. a one-time choice;
  - ii. exercisable only after one year of retirement; and
  - iii. exercisable at any time without regard to contract periods.
 Such changes to a new plan shall be effectuated as soon as practicable but no later than the first day of the month three months after the month in which the application has been received by the New York City Employee Health Benefits Program.
- b. 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.

#### **Section 3.**

If an employee has filed for any disability retirement and, prior to the approval of the application makes direct payment pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") to prevent discontinuation of the basic health insurance coverage, upon approval of the disability application the Employer shall request the basic health insurance carrier to reimburse the employee in the amount of the direct premiums paid by the employee which premiums were also paid by the Employer. The Employer shall upon request provide the employee with a letter to the carrier indicating the



effective dates of coverage under the New York City Employee Health Benefits Program.

#### **Section 4.**

If an employee is laid off, on leave, or disabled, and has City contributions for basic health insurance discontinued, the Union may make direct COBRA payments on behalf of such employee to the New York City Employee Health Benefits Program carriers at 102 percent of the group rate for such coverage for a maximum period of thirty-six (36) months from the date of discontinuance.

#### **Section 5.**

The Commissioner of Labor Relations and the Commissioner of Citywide Administrative Services will recommend to the New York City Employee Health Benefits Program that retirees be permitted to add dependents to such retirees' coverage under the New York City Employee Health Benefits Program on the same terms and conditions as active employees.

#### **Section 6.**

At the present time, the Employer is providing certain electronic data processing tapes and other relevant information necessary for the administration of certain supplemental health and welfare plans. The cost of supplying such tapes and information will be borne by the entity requesting same.

### **ARTICLE VIII - CAR ALLOWANCES**

#### **Section 1.**

Employees who are receiving a per diem allowance in lieu of a mileage allowance for authorized and actual use of their own cars may elect reimbursement on a standard mileage basis. Such election shall be irrevocable.

#### **Section 2.**

Effective May 1, 2018, compensation to employees for authorized and required use of their own cars shall be at the rate of 28¢ per mile. There shall be a minimum guarantee of thirty (30) miles for each day of authorized and actual use. Said mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit.

### **ARTICLE IX - PERSONNEL AND PAY PRACTICES**

#### **Section 1.**

All regular paychecks shall be itemized to include overtime, additional wage benefits (including back pay), and differentials.

#### **Section 2.**

Upon transfer of a permanent employee from one agency covered by the sick leave and annual leave provisions of this Agreement to another agency so covered, or appointment of any employee to another agency so covered from an eligible list promulgated by the Commissioner of Citywide Administrative Services immediately following continuous City service, all sick leave and annual leave balances shall be transferred with the employee.

#### **Section 3.**

- a. When a transfer is accomplished with the consent of the employee, all compensatory time due for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:
  - i. the receiving agency agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records,
  - ii. or the employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer.

Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.

- b. When an employee is subjected to a functional or involuntary transfer, all the employee's accrued compensatory time balances shall be transferred to the records of the receiving agency.
- c. When a current employee is appointed to another City agency from a list promulgated by the New York City Department of Citywide Administrative Services, all compensatory time shall be transferred to the records of the appointing agency.

#### **Section 4.**

- a. The Employer shall furnish identification cards to all employees who have served continuously for six (6) months.

- b. Each employee who is a member of the New York City Employee's Retirement System (NYCERS) as of the effective date of this Agreement shall receive a Tax-Pension Identification Card showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Agreement shall be given a Tax-Pension Identification Card when the employing agency is notified by the System of the date membership was granted and the pension number assigned. In the discretion of an agency head, the identification card required by subsection 4(a) above may be combined with the Tax-Pension Identification Card.

- c. Lost cards shall be reported immediately and replaced at cost to the employee. Upon separation from service, an employee shall not receive the employee's final paycheck until the employee has returned the identification card issued, or has submitted an appropriate affidavit of loss.

#### **Section 5.**

Any employee who is promoted or who is affected by an individual change in title or rate of compensation of an adverse nature shall be notified in writing no later than two (2) weeks after the effective date of such promotion, change in title, or rate of compensation. Present agency agreements on this subject shall not be affected by this Section.

#### **Section 6.**

Consistent with, and subject to security requirements, paychecks shall be released on the preceding day as soon as possible after 3:00 P.M. for all employees who would not normally receive their paychecks during their working hours on the scheduled payday.

#### **Section 7.**

Agencies shall be authorized to establish and maintain imprest funds for the reimbursement to employees of all necessary carfare, telephone, automobile and meal expenses and such other types of expenses as the Comptroller may approve. The funds shall be administered in accordance with the rules and regulations of the Comptroller. Authorized carfare and telephone expenses shall be reimbursed within one month of submission of an appropriate claim for reimbursement.

#### **Section 8.**

- a. In the event of an overpayment to an employee which is agreed by both parties to be erroneous, the employer shall not make wage deductions for recoupment purposes in amounts greater than: 10% if the employee's gross pay is under \$17,500, 15% if the employee's gross pay is \$17,500 or over and under \$32,500, and 25% if the employee's gross pay is \$32,500 or more. In the event the employee disputes the alleged erroneous overpayment, the employee or the union, except as provided in Section 8(b), may appeal to the Office of Labor Relations ("OLR") within 20 days of a notice by the employer of its intent to recoup the overpayment and no deduction for recoupment shall be made until OLR renders a decision, which decision shall be final. Nothing contained above shall preclude the parties or affected individuals from exercising any rights they may have under law.
- b. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.
- c. In lieu of wage deductions for recoupment purposes, the Employer may, with the consent of the employee, make deductions from the employee's annual leave or compensatory leave banks.

#### **Section 9.**

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1.1 of the Personnel Rules and Regulations of the City of New York or by noncompetitive examination offered pursuant to Rule 6.1.9 of the Personnel Rules and Regulations of the City of New York.

If such an employee has ten (10) years or more of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in-title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

#### **Section 10.**

- a. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of the applicable agreement or one hundred-twenty

(120) days after the effective date of the increase, whichever is later, to the date of actual payment.

- b. Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days following their earning or one hundred twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- c. Interest accrued under subsections 10(a) or 10(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

#### **Section 11.**

The Employer shall make every reasonable effort to provide adequate notice of employee salary garnishments.

#### **Section 12.**

The Employer shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five (5) days, provided the affected employee has five (5) years of service as a member of the New York City Employee's Retirement System. Appropriate deductions shall be made in a subsequent paycheck. Employees with a negative leave balance shall not be covered by this Section.

#### **Section 13.**

For the purposes of this Agreement employees in all classes of positions not yet classified by the appropriate competent body shall be presumptively covered by the terms of this Agreement pending final classification of the affected class of positions.

#### **Section 14.**

- a. If an employee's paycheck is lost by the Employer, the Employer shall secure a supplementary paycheck for the employee within three (3) working days after receipt of an affidavit by the employee stating that he/she has not received the lost check or any proceeds from it.
- b. If the paycheck of an employee who is already on payroll is withheld as the result of an error which is solely the fault of the Employer, the Employer shall make payment in (4) four working days except when the large effort of paying retroactive monies is involved.

#### **Section 15.**

When a permanent employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- a. Employees who are summoned to the appropriate office of their agency shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative or a lawyer, and the employee shall be informed of this right. Upon the request of the employee and at the discretion of the Inspector General, the Inspector General may agree to the employee being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the employee shall be entitled to a copy.
- c. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.
- d. This Section shall not alter the provisions of any existing unit Agreement which contains a more beneficial procedure.

#### **Section 16.**

- a. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, the summoned employee shall be entitled, upon request, to a copy of any sworn statement the employee has given to an Inspector General or the Inspector General's designee or representative.
- b. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, an employee who has been notified that he or she has been the subject of said investigation, shall, upon the employee's request, be advised of its disposition.

#### **Section 17.**

The Union shall be provided with a copy of the applicable personnel rules, regulations, policies and procedures as distributed by the agency.

#### **Section 18.**

At the time of the final approval of an agreement, the Employer shall notify NYCERS of an adjustment in compensation to be included in retirement benefits.

Employees who have retired or left employment for other reasons shall be paid negotiated increases, premium pay, shift differential, overtime, and any other monies due them as soon as possible.

#### **Section 19. Notice of Major Renovations**

Effective November 26, 1999, Agencies shall give the Union notice two weeks in advance of the commencement of any major renovation (i.e., funded through the Capital Budget) of an agency facility

#### **Section 20. Functional Transfers**

For the purposes of Article XVII (Job Security), time served immediately prior to a functional transfer of a non-competitive or labor class employee in the employee's former agency shall count as time served in the employee's new agency.

#### **Section 21. Metrocards**

The City with the Union's participation shall continue to implement procedures enabling employees to purchase Metrocards through pre-tax payroll deductions.

#### **Section 22. Direct Deposit**

Effective October 16, 2021, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

#### **Section 23. Release Time**

Effective November 1, 2021, an additional three hundred (300) hours of paid release time per year will be available for use by designated union representatives. The release time shall be used in a manner consistent with Mayoral Executive Order 75 and approval for the use of the release time shall be subject to the operational needs of the employing agency.

#### **Section 24. Conflict of Interest Board Submissions**

When permitted by law, the Employer may withhold the final paycheck of an employee who is required by law to file a report with the Conflict of Interest Board upon the termination of employment until the employee has submitted such report.

### **ARTICLE X - EVALUATIONS AND PERSONNEL FOLDERS**

#### **Section 1.**

An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the employee must sign a form which shall indicate only that the employee was given a copy of the evaluatory statement but that the employee does not necessarily agree with its contents. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee. At the time disciplinary action is commenced, the Employer shall review the employee's personnel folder and remove any of the herein-described material which has not been seen by the employee.

An employee shall be permitted to view the employee's personnel folder once a year and when an adverse personnel action is initiated against the employee by the Employer. The viewing shall be in the presence of a designee of the Employer and held at such time and place as the Employer may prescribe.

#### **Section 2**

If an employee finds in the employee's personnel folder any material relating to the employee's work performance or conduct in addition to evaluatory statements prepared after July 1, 1967 (or the date the agency came under the provisions of the Citywide Agreement, whichever is later), the employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

**ARTICLE XI - CIVIL SERVICE, CAREER DEVELOPMENT****Section 1.**

When vacancies in promotional titles covered by this Agreement are authorized to be filled by the appropriate body and the agency decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the agency involved at least five (5) working days prior to filling except when such vacancies are to be filled on an emergency basis. Present agency agreements on this subject shall not be affected by this Section.

**Section 2.**

- a. The Union shall be given a copy of proposed changes in job specifications for any title certified to the Union for its perusal at least seven (7) working days in advance of the final approval of such changes.
- b. Notice of final revisions shall be distributed to the agency and shall be posted in appropriate areas for thirty (30) days.

**Section 3.**

After promotion, if an employee is returned to his/her former title in accordance with existing Personnel Rules and Regulations of the City of New York, the employee may request of the Employer a conference to discuss the basis for the employee's return to the former title. The Employer's decision is neither arbitrable nor reviewable under the Civil Service Law.

**Section 4.**

An employee on a promotion list who is on a leave of absence without pay shall be notified prior to promotions being made past the employee's list number at the last address of record on file with the City Department of Citywide Administrative Services.

**Section 5.**

Time served by an employee in a higher assignment level of the employee's permanent title shall count towards the lock-in of the employee's salary at a lower level of that title.

**Section 6.**

The hiring agency or Department of Citywide Administrative Services, as applicable, shall notify all eligibles at least one week in advance of scheduled hiring or promotional pools or interviews from civil service lists.

**ARTICLE XII - UNION RIGHTS****Section 1.**

- a. Where orientation kits are supplied to new employees, the Union shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.
- b. The Employer shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.
- c. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.

**Section 2.**

The Union shall have reasonable access to its dues check-off authorization cards in the custody of the Employer.

**Section 3.**

When an employee is promoted or reclassified to another title certified to the same union as the employee's former title, the dues check-off shall continue uninterrupted. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

**Section 4.**

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by the same certified union, any dues check-off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

**Section 5.**

The Employer shall furnish to a certified union, once a year between March 15 and July 1, a listing of employees by Job Title Code, home address when available, Social Security Number and Department Code

Number, as of December 31st of the preceding year. This information shall be furnished through the Municipal Labor Committee.

**Section 6.**

- a. District Council 37 or any other certified union represented by D.C. 37 for the purposes of this Agreement which elects to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the checkoff for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this Agreement.
- b. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.
- c. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

**ARTICLE XIII- WELFARE FUND****Section 1.**

- a. The City shall continue to contribute the pro-rata amount of \$1,300 per annum for each full-time Employee for remittance to the New York City Deputy Sheriffs Association Security Benefits Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- b. Such payments shall be made pro-rata by the City each twenty-eight days.
- b. Employees who have been separated from service subsequent to June 30, 1970, and who were covered by the New York City Deputy Sheriffs Association Security Benefits Fund at the time of such separation pursuant to a separate agreement between the Employer and the New York City Deputy Sheriffs Association shall continue to be so covered, subject to the provisions of hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such times as said individuals remain primary beneficiaries of the New York City Employee Health Benefits Program and are entitled to benefits paid for by the Employer through such Program or are retirees of the New York City Employee's Retirement System who have completed at least five (5) years of full-time service with the City.

**Section 2.**

The Union agrees to provide welfare fund benefits to domestic partners of covered Employees in the same manner as those benefits are provided to spouses of married covered Employees.

**Section 3.**

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

**Section 4.**

This Agreement incorporates the terms of the May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

**ARTICLE XIV - PRODUCTIVITY AND PERFORMANCE****Introduction**

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

**Section 1. Performance Levels**

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions

concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer

will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

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

### **Section 2. Supervisory Responsibility**

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

- b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

### **Section 3. Performance Compensation**

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

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

## **ARTICLE XV - GRIEVANCE PROCEDURE**

**Section 1.** Definition: The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- c. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;

The Grievance Procedure, except for grievances as defined in Sections 1d, shall be as follows:

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

All grievances must be presented in writing at all steps in the grievance procedure. Grievances must cite the contractual provision which is alleged to have been violated and the remedy requested. For all grievances as defined in Section 1 c, no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance.

**Step I** - The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to review or, upon the Employee's request, hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission.

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

**STEP II** - An appeal from an unsatisfactory determination at **STEP I** or **STEP I(a)**, where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall review the grievance and shall issue a

determination in writing by the end of the tenth work day following the date on which the appeal was filed.

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

**STEP IV** - An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

A transcript shall be taken of all arbitrations unless the taking of a transcript is waived by both parties. The costs of one (1) copy for each party and one (1) copy for the arbitrator of the transcripts shall be borne equally by the parties.

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

### **Section 2.**

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

### **Section 3.**

- a. Any grievance under Section 1d relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

- d. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

### **Section 4.**

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure. All other grievances in process shall be dropped. If OLR determines that a grievance does not fall within this provision, the grievance shall be remanded to the

agency for determination. Such determination by OLR shall not be subject to the grievance procedure.

#### **Section 5.**

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

#### **Section 6.**

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

#### **Section 7.**

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

#### **Section 8.**

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

#### **Section 9.**

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

#### **Section 10. Expedited Arbitration Procedure**

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of the grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to a mutual agreement by the parties. The following procedures shall apply:
  - i. **SELECTION AND SCHEDULING OF CASES:**
    - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 11 and notify the parties of proposed hearing dates for such cases.
    - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
    - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
    - (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.
  - ii. **CONDUCT OF HEARINGS:**
    - (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibition.
    - (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is

unable to proceed on a second occasion, a default judgment may be entered against the adjoining party at the Arbitrator's discretion absent a good cause shown.

- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case or entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties, shall whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and all endeavor to stipulate to the issue in advance of the hearing date.

### **ARTICLE XVI - JOB SECURITY**

#### **Section 1. General Layoff Provisions**

Where layoffs are scheduled affecting employees covered by this Agreement, the following procedures shall be used:

- a. Notice shall be provided by the Office of Labor Relations to the Union not less than thirty (30) days before the effective dates of projected layoffs. Such notification shall apply to all proposed layoffs and shall include a summary by layoff unit of the number of affected positions by title (including title code number and civil service status) and shall also include in addition to the above information the name, social security number, city start date, and title start date of each affected employee.

It is understood by the parties that such notice is considered to be preliminary and is subject to change during the 30 days' notice period. However, if new title(s) which were not part of the original notice are added to the proposed layoff notice or the number of employees in title(s) contained in the original notice is increased beyond the number in the original notice, an additional 30 days' notice will be given to the Union covering solely such additional title(s) or numbers, except, such additional 30 days' notice shall not apply to employees displaced by the "bumping" provisions mandated by the Civil Service Law or by appointments from special transfer, preferred, or other civil service lists. The parties may waive such additional notice by mutual consent.

- b. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to:
  - i. the transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service law but without regard to the Civil Service title,
  - ii. the use of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff,
  - iii. the elimination or reduction of the amount of work contracted out to independent contractors, and
  - iv. encouragement of early retirement and the expediting of the processing of retirement applications.

#### **Section 2. Competitive Class Preferred Lists**

- c. When a layoff occurs, the Employer shall provide to the Union a list of permanent competitive class employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.
- d. A laid off employee who is returned to service in the employee's former title or in a comparable title from a competitive class preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

### **ARTICLE XVII - VDT OPERATORS**

#### **Section 1. Applicability:**

Except as otherwise specifically indicated in this Article XVII, the terms "employee" and "employees shall mean only a full-time worker who regularly and for continuous periods of time operate VDT terminals 20 hours or more per week.

#### **Section 2. Alternative Work Break:**

Employees covered by this Article shall not be required to *continuously* operate a VDT terminal for more than two (2) consecutive hours without an assignment to alternative work of a visually less demanding nature for a period of not less than fifteen (15) minutes.

Meal periods and any previously established rest periods shall count towards meeting the requirement for alternative work, but this provision shall not be construed as providing any additional non-work break time.

**Section 3. Alternative Work:**

- a. Upon submission of proof satisfactory to the agency head or the agency head's designee that an employee covered by this Article is physically incapable of operating a VDT terminal due to injury, disability, or pregnancy, the Employer shall make every effort to assign such employee to appropriate, alternative duties in the same title for the period of such disability, provided that such temporary assignments shall not be required to exceed one year. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1.1. of the Personnel Rules and Regulations of the City of New York or by non-competitive examination offered pursuant to Rule 6.1.9. of the Personnel Rules and Regulations of the City of New York.
- b. If such an employee has ten (10) or more years of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in-title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

**ARTICLE XVIII - BULLETIN BOARDS:  
EMPLOYER FACILITIES**

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

**ARTICLE XIX - NO STRIKES**

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

**ARTICLE XX - UNION ACTIVITY**

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

**ARTICLE XXI - LABOR-MANAGEMENT COMMITTEE**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**ARTICLE XXII - 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 XXIII - APPENDICES**

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

**ARTICLE XXIV - SAVINGS CLAUSE**

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

**WHEREFORE**, we have hereunto set our hands and seals this day 23<sup>rd</sup> of December, 2021

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

BY: _____/s/_____	By: _____/s/_____
RENEE CAMPION Commissioner of Labor Relations	INGRID SIMONOVIC President

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_/s/\_\_\_\_\_  
ERIC EICHENHOLTZ  
Acting Corporation Counsel

**SUBMITTED TO THE FINANCIAL CONTROL BOARD:** \_\_\_\_\_

**UNIT: Deputy Sheriff, et al.**

**TERM: May 1, 2018 – December 31, 2021**

**APPENDIX A – GML 207-c Procedure**

**Section 1. Purpose**

The following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c of the General Municipal Law.

The term "employee", as used herein, shall include all Deputy Sheriffs and Supervising Deputy Sheriffs employed by the New York City Department of Finance ("DOF," or "Employer").

For purposes of this procedure and General Municipal Law 207-c, any reference to the Sheriff or the Sheriff's Office shall mean the Department of Finance.

**Section 2. Notice of Disability**

An employee who alleges to be injured in the performance of duties shall file with DOF, within five (5) days of the incident causing such injury, a General Municipal Law 207-c application (hereinafter "Application"). All injuries incurred in the performance of duties must be reported by submission of such an application regardless of whether the officer lost time or received medical attention. If the employee is unable to file the application within five (5) days due to his or her injury, a representative may file the application on his or her behalf. If the severity of the injury prevents the filing of such application within five (5) days, the application shall be filed as soon as practicable.

In the event further medical verification is deemed necessary, the officer will submit to medical examination as directed by DOF as detailed in this procedure, including those detailed in Sections 4 and 5, below.

Employees shall continue to file worker's compensation claims as they did prior to establishment of this procedure, and continue to be subject to existing rules and regulations relating to worker's compensation.

**Section 3. Status Pending Determination of Eligibility for Benefits**

- (a) In the event an employee asserts an inability to perform some or all of his or her duties due to an injury suffered in the performance of such duties, he or she shall be placed on sick leave until such time as it is determined whether he or she is eligible for the benefits of Section 207-c.
- (b) In the case of any employee who has no sick leave time accrued to his/her credit, DOF will advance sick leave for the purposes of this Section 3, until such time as a determination pursuant to Section 4, below, is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial, or after appealing the denial, the denial of benefits is upheld, the

employee will reimburse DOF in time or money for the sick leave time advanced.

- (c) In the event that an employee is found to be eligible for Section 207-c benefits, DOF will restore all sick leave used by the employee while the determination was pending.

#### **Section 4. Benefit Determinations**

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

- (a) DOF shall receive the application for the benefits and, within one (1) month of receipt, the Commissioner or his designee shall make a determination as to whether the applicant was injured in the performance of duty and is unable to perform his or her regular duties by reason of such injury. If he so determines, DOF shall pay the full amount of the employee's regular salary or wages until the disability arising from the injury has ceased, the employee is able to return to his or her regular duties, the employee is assigned to light duty in accordance with this procedure, or benefits are otherwise discontinued pursuant to this procedure and GML 207-c.
- (b) The City will be responsible for the cost of any medical care associated with the injury of any employee granted 207-c benefits under this section. The employee shall submit any medical bills or requests for reimbursement of medical costs to the Worker's Compensation Division of the New York City Law Department.
- (c) In order to determine an employee's initial or continued eligibility for Section 207-c benefits, DOF may require the employee to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for the benefits, the Sheriff shall make a decision on the basis of medical evaluations and other information as may be available and/or as may be provided by the employee. An employee or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. DOF shall have the authority to order an independent medical examination by a physician of the employer's choosing; may at reasonable times and at reasonable notice, require the attendance of the employee or any witness to an incident to secure information; may require the employee to sign a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure.

All medical examinations directed by DOF shall be at the expense of the Employer.

- (d) DOF may, at any time, review an employee's continued eligibility for Section 207-c benefits. In the event it is determined the employee is no longer eligible for continued Section 207-c benefits, DOF shall direct the employee to return to his or her regular assigned duties. If the employee refuses to do so, such benefits will be discontinued effective the date the employee was directed to report for duty.
- (e) The employee shall be notified in writing of any determination made concerning initial or continued eligibility for benefits. In the event an employee is denied initial or continued eligibility, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.

#### **Section 5. Assignment to Light Duty**

As authorized by the provisions of Subdivision 3 of Section 207-c, DOF, on its own initiative or at the request of the employee, may assign a disabled employee to a light duty assignment. Prior to making a light duty assignment, DOF shall advise the employee receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an employee may submit to DOF any document or other evidence in regard to the extent of his/her disability. DOF may cause a medical examination or examinations of the employee, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled employee to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the employee's ability to perform a proposed light duty assignment and other pertinent information, DOF may order the employee to a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the employee refuses to perform the designated light duty assignment, his/her 207-c benefit shall be discontinued effective the date the employee was directed to report to perform the assigned light duties. If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to Section 6 below.

#### **Section 6. Appeal of Adverse Determinations**

In the event that an employee disagrees with any determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she shall submit a medical assessment to DOF indicating he or she is not medically able to perform his or her regular or assigned light duties, and the following procedure shall apply:

- (a) DOF shall order an additional medical examination at the expense of the employer to determine if the employee is able to perform his or her regular or assigned light duties. The results of such examination shall be forwarded to both parties. Subsequent to receipt of the results of such examination, the parties shall meet to attempt to resolve the dispute.
- (b) In the event the matter is not resolved, the employee shall submit a request for a hearing to DOF. DOF shall appoint a hearing officer, who shall convene a hearing within fifteen (15) business days after receipt of the request for a hearing. The parties shall have the opportunity to present witnesses and documentary evidence.
- (c) Within fifteen (15) business days after the hearing, the hearing officer shall issue a written determination to the Commissioner or his designee, based upon the evidence presented at the hearing, recommending that the initial determination be affirmed or reversed. The medical opinion of the physician appointed pursuant to Section 6 (a) shall be controlling unless disproven by clear and convincing evidence.
- (d) The Commissioner or his designee shall, within five (5) business days of receipt, make a final determination regarding the eligibility of the employee for continued Section 207-c benefits.
- (e) In the event the union wishes to appeal the final determination under Section 6 (d), it may, within fifteen (15) business days of receipt of the determination, make an appeal to binding arbitration under Article VI of the Parties' Collective Bargaining Agreement. In such arbitration, the medical opinion of the physician appointed pursuant to Section 6 (a) shall be controlling unless disproven by clear and convincing evidence. This shall be the sole and exclusive means of appeal of determinations under Section 6 (d). The parties shall mutually agree upon a panel of arbitrators to hear disputes under this procedure.
- (f) Any time limits under this section may be modified by mutual agreement of the parties.

#### **Section 7. Reasonable Requests**

Any employee who fails to abide by a reasonable request made pursuant to this procedure shall be deemed to have waived his/her right to such benefits until compliance with the request. If the employee wishes to challenge a decision made pursuant to this Section 7, he/she may do so pursuant to a hearing under Section 6, above.

#### **Section 8. Disability Retirement**

DOF may, at any time, submit to the New York City Employee Retirement System an application for disability retirement for an employee who is receiving Section 207-c benefits. In the event that a disability retirement is granted, benefits pursuant to Section 207-c and this procedure shall cease.

#### **Section 9. Continuation of Contract Benefits**

- (a) While on leave pursuant to Section 207-c for a period not exceeding eighteen (18) months, the employee shall be entitled to all contractually negotiated benefits, including leave accrual and annuity payments.
- (b) While on leave pursuant to Section 207-c for any period exceeding eighteen (18) months, the employee shall be entitled to payment of salary and longevity.

#### **Section 10. Outside Employment**

Section 207-c benefits are afforded to employees only when they act within the scope of their City employment and in discharge of official duties. Employees injured performing work for private employers, including employees injured while affecting an arrest in furtherance of the private employer's interest, will not receive Section 207-c benefits for such injuries.

#### **Section 11. Assignment of Judgment or Settlement**

An employee shall, as a condition of receiving benefits under this procedure, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from the injury, in the amount of the pay received pursuant to this procedure.

New York, NY 10007  
http://nyc.gov/olr  
December 17, 2021

**RE: Body-worn Cameras**

Dear Ingrid,

The parties recognize that employees may be required by the NYC Sheriff's Office to wear and perform duties related to body-worn cameras as a term and condition of employment. The body-worn camera program is expected to be implemented as soon as practicable. Additionally, the parties agree to bargain over the impact of the program, and such bargaining shall apply back to the entire time-period beginning when employees start wearing body-cameras.

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

Sincerely,

\_\_\_\_\_/s/  
Renee Campion  
Commissioner

**FOR DEPUTY SHERIFFS ASSOCIATION:**

\_\_\_\_\_/s/  
Ingrid Simonovic  
President

← f2

**MAYOR'S OFFICE OF CONTRACT SERVICES**

■ NOTICE

Notice of Intent to Extend Contract(s) Not Included in FY 2022 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 2022 Annual Contracting Plan and Schedule that is published, pursuant to New York City Charter § 312(a):

Agency: NYC Department of Information Technology  
Telecommunications  
Vendor: Experis US Inc  
Description of services: Citywide Contracts IT Consulting Services  
Method of extension the agency intends to utilize: Amendment Extension  
New start date of the proposed extended contract: 10/11/2022  
New end date of the proposed extended contract: 10/10/2023  
Modifications sought to the nature of services performed under the contract: Ensure closeout of project.  
Reason(s) the agency intends to extend the contract: Continuation of Service  
Personnel in substantially similar titles within agency: This is a task order contract that does not simultaneously result in the award of a first task order; therefore, this information will be determined in conjunction with the issuance of each task order, pursuant to this contract.  
Headcount of personnel in substantially similar titles within agency: TBD

Agency: NYC Department of Information Technology  
Telecommunications  
Vendor: GCOM Software Inc  
Description of services: Citywide Contracts IT Consulting Services  
Method of extension the agency intends to utilize: Amendment Extension  
New start date of the proposed extended contract: 10/11/2022  
New end date of the proposed extended contract: 10/10/2023  
Modifications sought to the nature of services performed under the contract: Ensure closeout of project.  
Reason(s) the agency intends to extend the contract: Continuation of Service  
Personnel in substantially similar titles within agency: This is a task order contract that does not simultaneously result in the award of a first task order; therefore, this information will be determined in conjunction with the issuance of each task order, pursuant to this contract.  
Headcount of personnel in substantially similar titles within agency: TBD

Agency: NYC Department of Information Technology  
Telecommunications  
Vendor: InfoPeople Corp  
Description of services: Citywide Contracts IT Consulting Services  
Method of extension the agency intends to utilize: Amendment Extension  
New start date of the proposed extended contract: 10/11/2022  
New end date of the proposed extended contract: 10/10/2023

Modifications sought to the nature of services performed under the contract: Ensure closeout of project.  
Reason(s) the agency intends to extend the contract: Continuation of Service  
Personnel in substantially similar titles within agency: This is a task order contract that does not simultaneously result in the award of a first task order; therefore, this information will be determined in conjunction with the issuance of each task order, pursuant to this contract.  
Headcount of personnel in substantially similar titles within agency: TBD  
Agency: NYC Department of Information Technology  
Telecommunications  
Vendor: KForce Inc  
Description of services: Citywide Contracts IT Consulting Services  
Method of extension the agency intends to utilize: Amendment Extension  
New start date of the proposed extended contract: 10/11/2022  
New end date of the proposed extended contract: 10/10/2023  
Modifications sought to the nature of services performed under the contract: Ensure closeout of project.  
Reason(s) the agency intends to extend the contract: Continuation of Service  
Personnel in substantially similar titles within agency: This is a task order contract that does not simultaneously result in the award of a first task order; therefore, this information will be determined in conjunction with the issuance of each task order, pursuant to this contract.  
Headcount of personnel in substantially similar titles within agency: TBD

Agency: NYC Department of Information Technology  
Telecommunications  
Vendor: Spruce Technology Inc  
Description of services: Citywide Contracts IT Consulting Services  
Method of extension the agency intends to utilize: Amendment Extension  
New start date of the proposed extended contract: 10/11/2022  
New end date of the proposed extended contract: 10/10/2023  
Modifications sought to the nature of services performed under the contract: Ensure closeout of project.  
Reason(s) the agency intends to extend the contract: Continuation of Service  
Personnel in substantially similar titles within agency: This is a task order contract that does not simultaneously result in the award of a first task order; therefore, this information will be determined in conjunction with the issuance of each task order, pursuant to this contract.  
Headcount of personnel in substantially similar titles within agency: TBD

Agency: NYC Department of Information Technology  
Telecommunications  
Vendor: TEKSystems Inc  
Description of services: Citywide Contracts IT Consulting Services  
Method of extension the agency intends to utilize: Amendment Extension  
New start date of the proposed extended contract: 10/11/2022  
New end date of the proposed extended contract: 10/10/2023  
Modifications sought to the nature of services performed under the contract: Ensure closeout of project.  
Reason(s) the agency intends to extend the contract: Continuation of Service  
Personnel in substantially similar titles within agency: This is a task order contract that does not simultaneously result in the award of a first task order; therefore, this information will be determined in conjunction with the issuance of each task order, pursuant to this contract.  
Headcount of personnel in substantially similar titles within agency: TBD

Agency: NYC Department of Information Technology  
Telecommunications  
Vendor: Universal Technologies LLC  
Description of services: Citywide Contracts IT Consulting Services  
Method of extension the agency intends to utilize: Amendment Extension  
New start date of the proposed extended contract: 10/11/2022  
New end date of the proposed extended contract: 10/10/2023  
Modifications sought to the nature of services performed under the contract: Ensure closeout of project.  
Reason(s) the agency intends to extend the contract: Continuation of Service  
Personnel in substantially similar titles within agency: This is a task order contract that does not simultaneously result in the award of a first task order; therefore, this information will be determined in conjunction with the issuance of each task order, pursuant to this contract.  
Headcount of personnel in substantially similar titles within agency: TBD

Agency: NYC Department of Information Technology  
Telecommunications  
Vendor: Rangam Consultants Inc



Description of services: Citywide Contracts IT Consulting Services  
 Method of extension the agency intends to utilize: Amendment  
 Extension  
 New start date of the proposed extended contract: 10/11/2022  
 New end date of the proposed extended contract: 10/10/2023  
 Modifications sought to the nature of services performed under the contract: Ensure closeout of project.  
 Reason(s) the agency intends to extend the contract: Continuation of Service  
 Personnel in substantially similar titles within agency: This is a task order contract that does not simultaneously result in the award of a first task order; therefore, this information will be determined in conjunction with the issuance of each task order, pursuant to this contract.  
 Headcount of personnel in substantially similar titles within agency: TBD

CHANGES IN PERSONNEL

POLICE DEPARTMENT  
FOR PERIOD ENDING 12/10/21

NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
LIBERATORE DANIEL B	70235	\$88945.0000	PROMOTED	NO	11/16/21	056
LIN BAO	70235	\$88945.0000	PROMOTED	NO	11/16/21	056
LIN GUAN P	71012	\$39329.0000	RESIGNED	YES	10/06/21	056
LINARES LUIS A	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
LIVINGSTON II ROBERT B	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
LOIODICE DAWN M	70210	\$85292.0000	RETIRED	NO	11/27/21	056
LOKOSSOU EPIPHANE	71651	\$46393.0000	RESIGNED	NO	11/21/21	056
LOLLO MICHAEL R	7021B	\$109360.0000	RETIRED	NO	08/29/20	056
LOPEZ ANDREW B	7165A	\$47423.0000	RESIGNED	NO	11/21/21	056
LOPEZ ELIZABET	70205	\$15.4500	RESIGNED	YES	11/13/21	056
LOPEZ ISLEN M	71012	\$40636.0000	RESIGNED	YES	11/24/21	056
LOPEZ JOHN	7021D	\$97324.0000	RETIRED	NO	08/29/20	056
LOPEZ TEODORO J	70210	\$85292.0000	RETIRED	NO	09/01/20	056
LUGO ELIZABET R	71652	\$51370.0000	PROMOTED	NO	11/21/21	056
LYNCH TERRIS M	60817	\$50207.0000	RESIGNED	NO	11/19/21	056
LYNN RUBEN	7023B	\$125531.0000	RETIRED	NO	09/01/20	056
MACALUSO CHRISTOP J	70210	\$85292.0000	RESIGNED	NO	12/03/21	056
MACK-PAZ LATTISHA J	71012	\$53251.0000	RESIGNED	NO	11/13/21	056
MAGISTRO STEPHEN W	60817	\$38287.0000	RESIGNED	NO	11/20/21	056
MAHONEY AUSTIN D	70235	\$109360.0000	RETIRED	NO	08/22/20	056
MAIER JEROME A	7021A	\$97324.0000	RETIRED	NO	09/01/20	056

POLICE DEPARTMENT  
FOR PERIOD ENDING 12/10/21

NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
MAISONAVE ALEXIS	70235	\$109360.0000	RETIRED	NO	09/01/20	056
MALDONADO BRENDA	70210	\$85292.0000	RETIRED	NO	09/01/20	056
MALDONADO DAISY	10252	\$62844.0000	RETIRED	NO	12/02/21	056
MALDONADO DAISY	10147	\$50582.0000	RETIRED	NO	12/02/21	056
MALDONADO MARISSOL	60817	\$35985.0000	RESIGNED	NO	11/16/21	056
MALESFIN LUIS E	70260	\$131564.0000	RETIRED	NO	08/20/20	056
MANLEY MATTHEW J	70260	\$122892.0000	PROMOTED	NO	11/02/21	056
MANNING DAUNTE M	71651	\$41493.0000	RESIGNED	NO	09/23/21	056
MANOLANGAS GEORGE S	7023B	\$125531.0000	RETIRED	NO	09/01/20	056
MARFOGLIO THOMAS J	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
MARIN JOANNA A	70260	\$122892.0000	PROMOTED	NO	11/02/21	056
MARKS PHILIP M	7026B	\$144726.0000	RETIRED	NO	09/01/20	056
MARRETT DAVI-ANN D	70205	\$15.4500	RESIGNED	YES	09/01/20	056
MARSHALL KYMBERLI J	10147	\$50518.0000	PROMOTED	NO	11/21/21	056
MARTE MIGUEL A	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
MARTIN DASHAWN	70210	\$85292.0000	RETIRED	NO	09/01/20	056
MARTIN GARY J	70210	\$85292.0000	RETIRED	NO	08/29/20	056
MARTIN JENNIFER N	71014	\$71477.0000	PROMOTED	NO	11/21/21	056
MARTINEZ ANIBAL	70210	\$85292.0000	RETIRED	NO	09/01/20	056
MARTINEZ CHRISTIN L	70210	\$42500.0000	RESIGNED	NO	11/23/21	056
MARTINEZ DARIO A	70235	\$109360.0000	RETIRED	NO	09/01/20	056
MARTINEZ JENNIFER	70205	\$15.4500	RESIGNED	YES	11/09/21	056
MARTINEZ LUIS	70235	\$88945.0000	PROMOTED	NO	11/16/21	056
MARTINEZ MYAZIA J	10234	\$16.3500	RESIGNED	YES	09/19/21	056
MARTINO JOSEPH	70260	\$131564.0000	RETIRED	NO	08/12/20	056
MARTINOS VINCENT A	7021C	\$125531.0000	RETIRED	NO	08/29/20	056
MASON ANTHONY P	7021B	\$109360.0000	RETIRED	NO	09/01/20	056
MATA JOHATHA Y	10234	\$15.0000	RESIGNED	YES	08/21/19	056
MATHAI THOMAS	71014	\$71477.0000	PROMOTED	NO	11/21/21	056
MATHEW BENYO	1001C	\$94098.0000	PROMOTED	NO	10/24/21	056
MATKOVIC MATTHEW	70210	\$85292.0000	RETIRED	NO	09/01/20	056
MATOS MANUEL	7023B	\$125531.0000	RETIRED	NO	09/01/20	056
MATTY TRISTAN S	70210	\$42500.0000	RESIGNED	NO	11/20/21	056
MAZUMDER MAHIUDDI	71651	\$41493.0000	RESIGNED	NO	09/11/21	056
MCCAFFREY BRENDAN R	70210	\$85292.0000	RETIRED	NO	08/09/20	056
MCDONAGH DOMINICK P	7021D	\$97324.0000	RETIRED	NO	09/01/20	056
MCGEVEY KEVIN A	70260	\$131564.0000	RETIRED	NO	09/01/20	056
MCGIVNEY JOHN L	70260	\$122892.0000	PROMOTED	NO	11/02/21	056
MCGOVERN JAMES C	70235	\$109360.0000	RETIRED	NO	08/25/20	056
MCGRATH JAMES C	70260	\$131564.0000	RETIRED	NO	08/29/20	056
MCKAY LISA A	70260	\$131564.0000	RETIRED	NO	09/01/20	056
MCKENNA KATHRYN	70210	\$85292.0000	RETIRED	NO	08/29/20	056
MCKENNA STEPHEN G	70235	\$109360.0000	RETIRED	NO	08/29/20	056
MCSWEENEY CHRISTOP C	70210	\$85292.0000	RETIRED	NO	09/01/20	056
MELENDEZ BRIAN W	70210	\$47000.0000	RESIGNED	NO	12/03/21	056

MELENDEZ ANGEL	70260	\$131564.0000	RETIRED	NO	09/01/20	056
MENDEZ JAZMIN A	71012	\$53251.0000	RESIGNED	NO	11/13/21	056
MERCADO MARIBEL	60817	\$50207.0000	RETIRED	NO	11/30/21	056
MERCEDES PRICE	60817	\$39438.0000	RESIGNED	NO	12/01/21	056
MERO BRIAN F	70210	\$42500.0000	RESIGNED	NO	12/04/21	056
MESSINA EDWARD P	70260	\$131564.0000	RETIRED	NO	09/01/20	056

POLICE DEPARTMENT  
FOR PERIOD ENDING 12/10/21

NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
MIAH RANA	90644	\$32260.0000	APPOINTED	YES	11/21/21	056
MIATA JOHN N	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
MIGLIARO GERALD	70210	\$85292.0000	RETIRED	NO	08/29/20	056
MIGLIORE VINCENT P	7021B	\$109360.0000	RETIRED	NO	09/01/20	056
MILANO CHRISTOP	7021A	\$97324.0000	RETIRED	NO	08/17/20	056
MILLER ETHAN C	70210	\$85292.0000	RETIRED	NO	08/09/20	056
MILLET MICHAEL	71012	\$39329.0000	RESIGNED	YES	11/18/21	056
MILLS TASHA L	71012	\$45228.0000	RESIGNED	NO	11/18/21	056
MLOT REGINALD C	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
MIZAN ASIF	71651	\$42377.0000	RESIGNED	NO	11/24/21	056
MOANE THOMAS P	70210	\$85292.0000	RETIRED	NO	09/01/20	056
MOCCIO VINCENT A	70260	\$131564.0000	RETIRED	NO	08/14/20	056
MODESTO MARIBEL	70205	\$15.4500	RESIGNED	YES	11/06/21	056
MOHSIN MOHSIN A	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
MONDESIR LYNDA	70210	\$85292.0000	RETIRED	NO	08/21/20	056
MONELLO CARMINE E	70210	\$85292.0000	RETIRED	NO	09/01/20	056
MOORE JUSTIN A	56056	\$32520.0000	RESIGNED	YES	11/29/21	056
MOORE KENNETH C	7021D	\$97324.0000	RETIRED	NO	09/01/20	056
MORALES ANGELO L	7021B	\$109360.0000	RETIRED	NO	09/01/20	056
MORALES NADILL J	70210	\$85292.0000	RETIRED	NO	08/29/20	056
MORALES NICHOLAS F	7026A	\$135823.0000	RETIRED	NO	09/01/20	056
MOREIRA FREDERIC M	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
MORENO WILLIAM F	10035	\$190765.0000	INCREASE	NO	11/21/21	056
MORTIMER MICHAEL	70235	\$109360.0000	RETIRED	NO	09/01/20	056
MOTTERSHEAD CHERYL L	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
MOULIER JR GEORGE	90644	\$32260.0000	APPOINTED	YES	11/21/21	056
MRAKOVIC MARK	70235	\$109360.0000	RETIRED	NO	09/01/20	056
MUDIYANSELAGE MALIDU	71651	\$41881.0000	RESIGNED	NO	10/30/21	056
MUNIZ JOHNNY	70210	\$85292.0000	RETIRED	NO	09/01/20	056
MURPHY BRENDAN J	70235	\$88945.0000	PROMOTED	NO	11/16/21	056
MURPHY MICHAEL E	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
MURRAY ELIZABET L	70235	\$109360.0000	RETIRED	NO	09/01/20	056
MURRAY KRISTYN L	70210	\$45000.0000	RESIGNED	NO	12/03/21	056
NARANJO ROSA S	90644	\$32260.0000	APPOINTED	YES	11/21/21	056
NARBAY NIL G	70210	\$45000.0000	RESIGNED	NO	11/16/21	056
NAUGHTON ERIC A	70235	\$88945.0000	PROMOTED	NO	11/16/21	056
NEGRON JOHANNA	10147	\$50518.0000	PROMOTED	NO	11/21/21	056
NETTERVILLE AARON D	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
NICASTRO CARMINE J	7023A	\$125531.0000	RETIRED	NO	08/22/20	056
NIEVES JOHANNA	70235	\$88945.0000	RETIRED	NO	11/29/21	056
NIEVES LISA M	10147	\$50518.0000	PROMOTED	NO	11/21/21	056
NIEVES JR REYNALDO	60817	\$38287.0000	RESIGNED	NO	11/04/21	056
NOBOA MICHAEL E	7021D	\$97324.0000	DISMISSED	NO	03/31/20	056
NORALES ANDY A	71651	\$41881.0000	RESIGNED	NO	11/04/21	056
NOVA DIAZ GENESIS Y	70210	\$45000.0000	RESIGNED	NO	09/08/21	056
NUNEZ DENISSE	70210	\$42500.0000	RESIGNED	NO	12/01/21	056
NUNEZ MARINO	70260	\$131564.0000	RETIRED	NO	09/01/20	056
OBRLEN JAMES T	70210	\$85292.0000	RETIRED	NO	09/01/20	056
OCCIIOGROSSO FRANK R	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
OH PAUL B	7023B	\$125531.0000	RETIRED	NO	09/01/20	056
OHARA SEAN P	7023B	\$125531.0000	RETIRED	NO	08/15/20	056

POLICE DEPARTMENT  
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NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
OLENICK SCOTT M	70210	\$85292.0000	RETIRED	NO	09/01/20	056
OLIVELLA ARTHUR J	7021D	\$97324.0000	RETIRED	NO	09/01/20	056
OLIVER RYAN K	7021D	\$97324.0000	RETIRED	NO	09/01/20	056
ON XEAYA	60817	\$50207.0000	DISMISSED	NO	11/11/21	056
OSGOOD MICHAEL J	7026F	\$200011.0000	RETIRED	NO	08/12/20	056
OSORIO-HERNANDEZ WILFREDO	70235	\$109360.0000	RETIRED	NO	08/23/20	056
OSULLIVAN MICHAEL J	70235	\$109360.0000	RETIRED	NO	09/01/20	056
PABON LUIS E	60817	\$50207.0000	RETIRED	NO	12/01/21	056
PABON MARILYN L	70210	\$42500.0000	RESIGNED	NO	12/01/21	056
PADILLA EMMANUEL R	70210	\$85292.0000	RESIGNED	NO	12/03/21	056
PADILLA WALTER N	70235	\$109360.0000	RETIRED	NO	08/16/20	056
PAGE DENISE S	71012	\$53401.0000	RESIGNED	NO	11/13/21	056
PAL VICTOR K	70260	\$122892.0000	PROMOTED	NO	11/02/21	056
PALMERI CHRIS	70210	\$85292.0000	RETIRED	NO	09/01/20	056
PAN YE	1001C	\$104355.0000	PROMOTED	NO	10/24/21	056
PAPAVLASOPOULOS SPIRO	70260	\$122892.0000	PROMOTED	NO	11/02/21	056
PARSON SHANTA P	60817	\$38287.0000	RESIGNED	NO	11/21/21	056
PECCIA ROBERT M	70235	\$109360.0000	RETIRED	NO	09/01/20	056
PENA JASON	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
PENTONY SHARON A	10147	\$50518.0000	PROMOTED	NO	11/21/21	056
PERALTA SHAILENE	70210	\$42500.0000	RESIGNED	NO	12/01/21	056
PEREZ HEATHER	60817	\$50207.0000	RESIGNED	NO	11/17/21	056
PEREZ SANDRA	71651	\$42377.0000	RESIGNED	NO	11/23/21	056
PEREZ-LUCCA SOCORRO	10124	\$75789.0000	RETIRED	NO	12/01/21	056
PETERS PETER M	13652	\$113404.0000	RESIGNED	NO	10/30/21	056
PHELPS CARON	10124	\$55193.0000	PROMOTED	NO	11/21/21	056
PHILLIPS ANDRE D	71652	\$51370.0000	PROMOTED	NO	11/21/21	056
PINEIRO LUIS A	70260					

POTTS	KEMELIA	K	70205	\$15,4500	RESIGNED	YES	11/10/21	056
POVEROMO	STEPHANI		70210	\$85292.0000	RETIRED	NO	11/25/21	056
POWELL	THERESA	H	10147	\$57085.0000	RETIRED	NO	12/02/21	056
POWELL-YATES	SHEBA	A	71014	\$71477.0000	PROMOTED	NO	11/21/21	056
PRICE MOGAJI	NANCY	R	60817	\$34834.0000	RESIGNED	NO	11/24/21	056
PRUSAYEV	ARTEM		70235	\$88945.0000	PROMOTED	NO	11/16/21	056
PUELLLO	JULIO	M	70260	\$122892.0000	PROMOTED	NO	11/02/21	056
PULVER	JASON	R	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
QUINDARA	REDENCE	D	70210	\$85292.0000	RETIRED	NO	09/01/20	056
QUINLAN	PATRICK	T	7021D	\$97324.0000	RETIRED	NO	08/22/20	056
QUINN	RICHARD	C	70260	\$131564.0000	RETIRED	NO	08/16/20	056
QUIROZ	KEYARAH	H	10234	\$17,3000	RESIGNED	YES	10/07/21	056
RAHMAN	MOHAMMAD	Z	71651	\$41493.0000	RESIGNED	NO	09/14/21	056
RAMIREZ	RICARDO		70210	\$85292.0000	RETIRED	NO	08/19/20	056
RAMOS	JESUS	M	70210	\$85292.0000	RETIRED	NO	09/01/20	056
RAMOS	VICTOR	M	7021D	\$97324.0000	RETIRED	NO	09/01/20	056

POLICE DEPARTMENT  
FOR PERIOD ENDING 12/10/21

TITLE								
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
RAMSANTIE	SATHARON	60817	\$50207.0000	RESIGNED	NO	11/18/21	056	
RANDAZZO	JOSEPH	A	70260	\$131564.0000	RETIRED	NO	09/01/20	056
RATTI	JEFFREY	C	70210	\$85292.0000	RETIRED	NO	08/18/20	056
RATTIGAN	ROBERT	J	7026B	\$144726.0000	RETIRED	NO	09/01/20	056
REA	ANDREW	F	7021C	\$125531.0000	RETIRED	NO	09/01/20	056
REESE	SHANE	C	7023A	\$125531.0000	RETIRED	NO	09/01/20	056
REGAN	BRENDAN	T	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
REID	TATJANA	A	70210	\$42500.0000	RESIGNED	NO	11/13/21	056
REILLY	THOMAS	G	7026B	\$144726.0000	RETIRED	NO	09/01/20	056
REYES	PAUL	K	7021A	\$97324.0000	RETIRED	NO	08/19/20	056
REYES	CESAR	A	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
REYES	JOSEPH		71651	\$42377.0000	RESIGNED	NO	11/21/21	056
RICHARD	MARK		56056	\$32520.0000	APPOINTED	YES	11/28/21	056
RICHARDSON	JOVITA	L	70260	\$131564.0000	RETIRED	NO	09/01/20	056
RIRDAN	BRIAN	J	70210	\$85292.0000	RETIRED	NO	09/01/20	056
RIOS	CARLOS	M	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
RIVAS	ERICK	F	71651	\$41493.0000	RESIGNED	NO	09/23/21	056
RIVERA	AMANDA	M	10234	\$17,3000	RESIGNED	YES	09/19/21	056
RIVERA	CARLOS	A	70235	\$109360.0000	RETIRED	NO	09/01/20	056
RIVERA	JEFFREY	A	7021B	\$109360.0000	RETIRED	NO	09/01/20	056
RIVERA	JULIO		71651	\$42947.0000	RESIGNED	NO	11/30/21	056
RIZZITELLO	JAMES		7021B	\$109360.0000	RETIRED	NO	09/01/20	056
ROACH	BEVERLEY	V	71013	\$60149.0000	PROMOTED	NO	11/21/21	056
ROADARMEL	CARL	W	7021C	\$125531.0000	RETIRED	NO	09/01/20	056
ROBINSON	LACHELLE	R	71012	\$53251.0000	DISMISSED	NO	11/11/21	056
ROBLES	JANISE	A	60817	\$39438.0000	RESIGNED	NO	11/20/21	056
RODRIGUEZ	ANGELINE	B	70210	\$85292.0000	RETIRED	NO	08/24/20	056
RODRIGUEZ	GUILLELM		7023A	\$125531.0000	RETIRED	NO	09/01/20	056
RODRIGUEZ	ISAMARI		71012	\$39329.0000	RESIGNED	YES	11/11/21	056
RODRIGUEZ	MAKYLAH		10147	\$50518.0000	PROMOTED	NO	11/21/21	056
RODRIGUEZ	MARIO		70210	\$85292.0000	RETIRED	NO	09/01/20	056
RODRIGUEZ	NOELIA		70205	\$15,4600	RETIRED	YES	11/30/21	056
RODRIGUEZ	RAFAEL	E	70210	\$47000.0000	RESIGNED	NO	11/29/21	056
ROHR	THOMAS	W	91915	\$369,5300	RESIGNED	NO	11/23/21	056
ROJAS	LUIS	F	70235	\$109360.0000	RETIRED	NO	09/01/20	056
ROMANO	ANTHONY	B	70210	\$63125.0000	RESIGNED	NO	11/30/21	056
ROMANO	KRAEN	J	71651	\$41493.0000	RESIGNED	NO	09/23/21	056
ROMERO	ANTHONY	L	7021B	\$109360.0000	RETIRED	NO	09/01/20	056
RONDA	ANTHONY	R	7026B	\$135823.0000	RETIRED	NO	09/01/20	056
ROPER	KAMALA	M	70260	\$122892.0000	PROMOTED	NO	11/02/21	056
ROSA	EDNA	B	71012	\$39329.0000	RESIGNED	YES	11/18/21	056
ROSA PASTRANA	KEILA		60817	\$40590.0000	RESIGNED	NO	11/20/21	056
ROSADO	JIM		7021A	\$97324.0000	RETIRED	NO	09/01/20	056
ROSADO	ROCCO	T	7021A	\$97324.0000	RETIRED	NO	09/01/20	056
ROSARIO	JOHNNIE		7021C	\$125531.0000	RETIRED	NO	09/01/20	056
RYDER	DESIREE	A	10124	\$58530.0000	PROMOTED	NO	11/21/21	056
SALMUHUNTHAN	SUTHARSI		71013	\$60149.0000	PROMOTED	NO	11/21/21	056
SALEM	HASSAN	M	70206	\$16,7900	RESIGNED	YES	11/11/21	056
SANCHEZ	DANIEL		60817	\$50207.0000	RESIGNED	NO	10/21/21	056
SANCHEZ	MARIBEL		70205	\$36915.0000	RESIGNED	YES	11/21/21	056
SANCHEZ-LAFARGU	ALINA		60817	\$50207.0000	RETIRED	NO	11/30/21	056

POLICE DEPARTMENT  
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TITLE								
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
SANDERS	CHRISTIA	G	71651	\$43334.0000	RESIGNED	NO	11/20/21	056
SANTANA	JOSE	J	60820	\$74344.0000	PROMOTED	NO	11/21/21	056
SANTOS	RUBEN	D	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
SARKER	PULAK	C	71651	\$41493.0000	RESIGNED	NO	09/15/21	056
SARNICKI	JASON	D	70210	\$85292.0000	RETIRED	NO	12/02/21	056
SATTERFIELD	ENJINQU	C	71012	\$39329.0000	RESIGNED	YES	11/18/21	056
SCARPELLI	JOSEPH	A	70205	\$15,4500	RESIGNED	YES	11/16/21	056
SEDER	JAMES	M	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
SIDDIKI	MD	A	71652	\$51370.0000	PROMOTED	NO	11/21/21	056
SIDDIKI	SAYED	R	71652	\$51370.0000	PROMOTED	NO	11/21/21	056
SIMMONS	STESANIE	N	60817	\$40590.0000	RESIGNED	NO	10/30/21	056
SKELLY	JEANINE	T	10147	\$50518.0000	PROMOTED	NO	11/21/21	056
SLIGH	NICOLE	Y	71652	\$51370.0000	PROMOTED	NO	11/21/21	056
SMALLS	QUNTA-Z	J	71012	\$39329.0000	RESIGNED	NO	11/20/21	056
SMALLWOOD	AGNES	G	70205	\$15,4600	RETIRED	YES	11/30/21	056
SMITH	KARINA		70206	\$16,7900	RESIGNED	YES	11/11/21	056
SMITH	O'NEIL	L	70235	\$88945.0000	PROMOTED	NO	11/16/21	056
SNIFFEN	JAMES	R	70210	\$85292.0000	RESIGNED	NO	12/03/21	056
SOLOMON	OCTAVIA	K	60817	\$41741.0000	RESIGNED	NO	11/18/21	056
SOOKDAR	RICARDO	A	71651	\$42947.0000	RESIGNED	NO	11/27/21	056
SOTO	MINERVA		70205	\$15,4600	RETIRED	YES	11/29/21	056
SOUVENANCE	DIANA	N	10147	\$50518.0000	PROMOTED	NO	11/21/21	056
SPENCE	DENALIZA	A	90644	\$32260.0000	APPOINTED	YES	11/21/21	056
SPRAGUE	MORGAN	W	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
SWABY	CLASSFOR	J	60817	\$37136.0000	RESIGNED	NO	11/09/21	056

TAN	KENNY		70210	\$42500.0000	RESIGNED	NO	11/23/21	056
TARIQ	ARSHID		71651	\$42947.0000	RESIGNED	NO	11/09/21	056
TENORIO	DIANA	M	56056	\$32520.0000	APPOINTED	YES	11/28/21	056
TERRY	STEPHANI	D	10147	\$50518.0000	PROMOTED	NO	11/21/21	056
THERIOT	JOHN	W	60817	\$38287.0000	RESIGNED	NO	10/22/21	056
THOMAS	DANIEL		60817	\$35985.0000	RESIGNED	NO	11/10/21	056
THOMAS	GOLDEN	J	60817	\$40590.0000	RESIGNED	NO	11/22/21	056
THOMAS	JENEC	S	10124	\$64655.0000	RETIRED	NO	11/26/21	056
THOMAS JR.	JOSEPH	I	60817	\$50207.0000	RESIGNED	NO	12/03/21	056
TIRELLI	ANDREW	G	70210	\$45000.0000	RESIGNED	NO	11/05/21	056
TJAHJADI	ARIADY		12626	\$66875.0000	APPOINTED	YES	11/28/21	056
TORO BRAVO	ASHLEY	N	56056	\$32520.0000	RESIGNED	YES	10/22/21	056
TOWNES	WENDY	E	10147	\$54560.0000	RESIGNED	NO	10/29/21	056
TUZA	EZRA JOH	G	60820	\$74344.0000	PROMOTED	NO	11/21/21	056
VALDEZ	ALEXIS		70260	\$122892.0000	PROMOTED	NO	11/02/21	056
VELEZ	XIOMARA	A	60817	\$50207.0000	RETIRED	NO	11/23/21	056
VERDEJO	MARTA		71012	\$39329.0000	RESIGNED	YES	11/24/21	056
VINSON	DENISE	V	10144	\$47257.0000	RETIRED	NO	11/23/21	056
VOUNASIS	VANESSA	A	70235	\$88945.0000	PROMOTED	NO	11/16/21	056
WACHTEL	FERN	H	10144	\$41848.0000	DECEASED	NO	11/26/21	056
WALL	MARION	E	60817	\$50207.0000	RESIGNED	NO	11/30/21	056
WALSH	TERENCE	H	70235	\$88945.0000	PROMOTED	NO	11/16/21	056
WASHINGTON	SARAH	L	70235	\$88945.0000	PROMOTED	NO	11/16/21	056
WATERS	TANYA	R	60817	\$50207.0000	RESIGNED	NO	11/20/21	056
WAY	ASHLEY		71012	\$39329.0000	RESIGNED	YES	11/18/21	056
WEISE	PORTIA	C	71012	\$53251.0000	RESIGNED	NO	11/11/21	056

POLICE DEPARTMENT  
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TITLE								
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
WILLIAMS	CHANTEA	S	71652	\$51370.0000	PROMOTED	NO	11/21/21	056
WILLIAMS	DAVONTE	S	56056	\$32520.0000	APPOINTED	YES	11/28/21	056
WILLIAMS	NICKY-LE		10144	\$41848.0000	RESIGNED	NO	11/17/21	056
WILLIAMS	NICOLE	A	10124	\$65404.0000	INCREASE	NO	11/21/21	056
WILSON	JASMINE	J	71651	\$47874.0000	RESIGNED	NO	11/20/21	056
WILSON	TASHIDA	D	70235	\$109360.0000	PROMOTED	NO	11/16/21	056
WRAICH	SAJID	H	71651	\$41493.0000	RESIGNED	NO	09/28/21	056
YANG	SI YAN		10144	\$46033.0000	RESIGNED	NO	10/17/21	056
YHAP	VERNON		12200	\$46018.0000	RETIRED	NO	11/27/21	056
YOUNG	BERGMANN		1002A	\$100696.0000	RETIRED	NO	12/02/21	056
YOUNG	MALASIA	J	56056	\$32520.0000	APPOINTED	YES	11/28/21	056
ZEITLER	SCOTT	R	70210	\$85292.0000	RETIRED	NO	11/29/21	056
ZHAO	YUDAN		10147	\$50518.0000	RESIGNED	NO	11/21/21	056

FIRE DEPARTMENT  
FOR PERIOD ENDING 12/10/21

TITLE								
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
ASNES	JAMES	H	70310	\$43904.0000	RESIGNED	NO	11/22/21	057
BAGMANOVA	LYUDMILA		12626	\$61866.0000	RESIGNED	NO	11/23/21	057
BEROLATTI	MICHAEL	J	31662	\$82992.0000	INCREASE	NO	10/24/21	057
BIRNBAUM	FRANKLYN	A	53053	\$59393.0000	RETIRED	NO	11/27/21	057
BURKS	TIFFANY							

Table with columns: NAME, LAST, FIRST, M, SALARY, ACTION, NO, DATE, TIME. Rows include TAYLOR SEAN, THOMAS CHINELLE, TSUI DANNY, WATSON JON, WHITE MARCUS, WU MING ZE, ZANPAWALA MOHMEDID.

Table with columns: NAME, LAST, FIRST, M, SALARY, ACTION, NO, DATE, TIME. Rows include GUZMAN NOELIA, HALLIU FATIMA, HAMILTON KYRESHA, HASKINS JESSICA, HE KEVIN, HERBERT KURINE, HERNANDEZ JAYMES, HOFF STAKA, HONG SEONG, HUNGRIA RASBEL, IFILL TIFFANY, IRWIN MICHELLE, ISLES LAINSLY, JAIPERSAUD DION, JAMES TRICIA, JEAN BAPTISTE JULIE, JEANNOT-CHARLES ELMISE, JENKINS CRANDLE JORDAN, JENNINGS SHATISHA, JOHANSON ERYKA, JOHNSON KIANA, JONES CANDYCE, JUSINO REBECCA, KEITA ILOUYASS, KELLY TIMOTHY, KHAN INZAMAN, KING TANISHA, KIRSHENBAUM SHELLY, KNIBBS KENNETH, KONG JENACY, LAMOUR MICHAEL, LAURIA MARYANN, LLOYD CHARLIA, LOPEZ JERNIFER, LOUIS CARSON, LU YING.

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 12/10/21

Table with columns: NAME, LAST, FIRST, M, SALARY, ACTION, NO, DATE, TIME. Rows include ALEXANDER LORRAINE, ALEXIS ANTHONY, ALMONTE MICHELLE, AMADI GERALDIN, ANDERSON CRYSTAL, AUDAIN SHEENA, AUSBY KALIF, BALLEE SASHA, BAKER ANTOINE, BANKS ROLLINS, BARDWELL DANIELLE, BARROW MICHAEL, BARRY PAULETTE, BECKFORD CAMILLE.

Table with columns: NAME, LAST, FIRST, M, SALARY, ACTION, NO, DATE, TIME. Rows include LUGO PIMENTEL LAURA, MA CARMEN, MAIORINI LISA, MATSUGINA IRINA, MCCORMICK BRIAN, MCFARLANE KESHA, MCKAY KAYLA, MCLEAN SANCHIA, MESQUITA DANIELA, MICHEL BUCKLEY, MITCHELL VERNESHA, MONTALVO MATTHEW, MORENO CHRISTIAN, MORGAN ALEXIS, NACOVSKY DOMONIQUE, NANDLAL-JAGROO ASHLEY, NESTERENKO KAMILA, NEVARD ANGELA, NITZBERG BETH, NKETSIA JUSTICE, NOBLE KIM, NURSE ANJELICA, OLAYODE EMMANUEL, ORISTEL GUERNAEL, PAGE KETIA, PALMER BRIANNA, PERRIN MIRNA, PLUVIOSE DUCAMEL, POWELL SEAN, PRICE JULIAN, QUEVEDO QUEVEDO, RAJ TRINFANY, RAMIREZ ANGELINA, RAMOSA STEPHEN, RAWLKERSON CHERYL, REYES MELANIE, RICHARDS DONIELLE, RIOS-WELSH ROBERT, RODRIGUEZ FALLUNE, RODRIGUEZ VELEZ SOLANGE, ROJAS GADUALAP, ROSSAN SAMANTHA, RUCANDO SHIRLEY, SANCHEZ DALE, SANCHEZ LUIS, SHAIKH SANAM, SINGLETARY JOSEPH, SMITH ALESHIA, STARKS DARIOL, STREETE NAKESHIA, SUBER SHAQUANN.

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 12/10/21

Table with columns: NAME, LAST, FIRST, M, SALARY, ACTION, NO, DATE, TIME. Rows include BECKFORD SHAMARA, BELIZAIRE JENNYFER, BERGAN ALEXIS, BETHUNE DEAUNTE, BOCCASSINI CASSANDR, BOLDEN JAHNE, BOWER GILLIAN, BRADY KIMBERLY, BROWN JIARE, BROWN KELLEY, BROWN KHASHIF, BROWN MALIKA, BROWN MONIQUE, CAICEDO BRYAN, CALLAHAN PAUL, CALVENTE RALIKA, CAMPIGLIA YESENYA, CANDELARIA-FONT EVELYN, CASPEDES MIRQUELL, CHESHA JUELA, CHAN BRYAN, CHARLES KATRINA, CHARMONT HANNAH, CHEN PAUL, CHERY CHRISTIN, CHINA-BANKHEAD ERICA, CLARK TIA, CLAY JAIVONA, CLEMMONS ANDRE, CORONA JASMIN, COTTE AALIYAH, CROSBY RACHELLE, CRUZ DIEGO, CUMMINGS GRAYSO JANICE, DANIEL NORA, DANIN WENDY, DAVIS KAYRON, DE VOLL MICHELLE, DENIS IRVING, DILLION KAMOY-YA, DUCASSE ALYSSA, EDET DANIEL, ELDER JUSTIN, FALCONE JOSEPH, FELICIANO JOCELYN, FLORES SHARON, FLOWERS DIANA, FONG LINMARI, FONSECA SHIRLEY, FORTE TYRONE, FOX KAREN.

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 12/10/21

Table with columns: NAME, LAST, FIRST, M, SALARY, ACTION, NO, DATE, TIME. Rows include SUMLIN DEBORAH, TAPIA ALITZE, THOMAS COTTRELL, THOMAS TIFFANY, THOMPSON KIONTE.

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 12/10/21

Table with columns: NAME, LAST, FIRST, M, SALARY, ACTION, NO, DATE, TIME. Rows include FRANCIS KYLE, FRANCOIS JOSHUA, FRAZIER SALVADOR, FREEMAN DAQUISHA, GALLOWAY JOSELLE, GARCIA CHANEL, GEORGE GIZELLE, GEORGE SAMUEL, GIBSON-ROSS GERALDIN, GOMDAH ADAM, GOMEZ ALVARO, GORE TASHA, GORMAN KETTIA, GREEN DAVIA-AN, GREGORY SHERAINE.

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 12/10/21

Table with columns: NAME, LAST, FIRST, M, SALARY, ACTION, NO, DATE, TIME. Rows include SUMLIN DEBORAH, TAPIA ALITZE, THOMAS COTTRELL, THOMAS TIFFANY, THOMPSON KIONTE.

THOMPSON	TYESE	M	52366	\$50757.0000	APPOINTED	NO	11/21/21	067
TIMOTHY	CHANET	K	52366	\$50757.0000	APPOINTED	NO	11/21/21	067
TOODLES	ERIC	C	56058	\$84417.0000	RETIRED	YES	11/21/21	067
TOODLES	ERIC	C	52369	\$63820.0000	RETIRED	NO	11/21/21	067
TURNER	ANGELIQU	K	52287	\$45759.0000	APPOINTED	NO	11/21/21	067
URLING	JAMIEL	D	52366	\$50757.0000	APPOINTED	NO	11/21/21	067
VALITOVA	ALFYIA	R	52287	\$45759.0000	RESIGNED	NO	11/19/21	067
VANIER	KESHA	R	52366	\$50757.0000	APPOINTED	NO	11/21/21	067
VAUGHAN	VICTORIA		52366	\$51315.0000	DECREASE	NO	12/17/17	067
VILLAMIL	SONIA	N	10124	\$52286.0000	RETIRED	NO	12/01/21	067
VIVAS	JHARLINE	C	52366	\$50757.0000	APPOINTED	NO	11/21/21	067
WALKER	ALISHA	M	52366	\$50757.0000	APPOINTED	NO	11/21/21	067
WILLIAMS	TYESHA		52366	\$50757.0000	APPOINTED	NO	11/21/21	067
WILLOUGHBY	MELVINA	L	10251	\$38171.0000	RETIRED	NO	11/16/21	067
WILSON	ANDREW	W	56058	\$54100.0000	APPOINTED	YES	11/21/21	067
WILSON	SHANNON		52366	\$50757.0000	APPOINTED	NO	11/21/21	067
WONG	TIMOTHY	R	52366	\$50757.0000	APPOINTED	NO	11/21/21	067
WRIGHT	DARRYL	D	52287	\$45759.0000	RESIGNED	YES	11/22/21	067
WYNER	ELIZABET	A	21744	\$102052.0000	RESIGNED	YES	11/07/21	067
ZENG	RITA		52366	\$50757.0000	APPOINTED	NO	11/21/21	067
ZIEGLER	MICHAEL	W	52366	\$50757.0000	APPOINTED	NO	11/21/21	067
ZVEREVA	SVETLANA		12626	\$61866.0000	APPOINTED	NO	01/21/20	067

HRA/DEPT OF SOCIAL SERVICES  
FOR PERIOD ENDING 12/10/21

TITLE								
NAME			NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
ACKERMAN	THEODORE		40526	\$57689.0000	RETIRED	NO	12/01/21	069
ADEJUMO	OLAMIDE	H	56057	\$31.0400	RESIGNED	YES	10/01/21	069
AGOSTO	ISABEL	A	13632	\$106023.0000	INCREASE	NO	11/21/21	069
AKINOYE	GRACE		10104	\$43410.0000	RESIGNED	NO	11/07/21	069
ALEXANDER	ELVIA	E	1005C	\$81431.0000	PROMOTED	NO	11/21/21	069
ALLEN	SHATINA		52316	\$69912.0000	INCREASE	NO	11/21/21	069
ANYANWU	EZENWA	F	12627	\$81203.0000	INCREASE	NO	10/10/21	069
BARBER	JOY	I	10104	\$43140.0000	APPOINTED	NO	11/21/21	069
BARBIERO	JOSEPH	M	56058	\$66066.0000	RESIGNED	YES	08/13/19	069
BASDEN	SANDRA		10124	\$61115.0000	RETIRED	NO	11/24/21	069
BELL	SHARON		52314	\$42389.0000	APPOINTED	NO	11/21/21	069
BETHEA	JOANNE		10124	\$54996.0000	RETIRED	NO	11/18/21	069
BLAIZE	AYANNA	R	10104	\$42389.0000	APPOINTED	NO	11/21/21	069
BROMBERG	KENNETH		40510	\$66527.0000	RETIRED	NO	11/23/21	069

HRA/DEPT OF SOCIAL SERVICES  
FOR PERIOD ENDING 12/10/21

TITLE								
NAME			NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
BROWN	BRIDGETT		31118	\$76408.0000	RETIRED	NO	10/04/21	069
BURNS	SHAMIYA	L	10104	\$37748.0000	APPOINTED	NO	11/21/21	069
BURTON	AYESHAH		56057	\$31.0400	APPOINTED	YES	11/28/21	069
CHANCE	JEANNETTE	S	56057	\$24.1300	RESIGNED	YES	11/21/21	069
COROMINA-WILLIA	MIRIAM		12626	\$71840.0000	RESIGNED	NO	12/01/21	069
COROMINA-WILLIA	MIRIAM		10124	\$62970.0000	RESIGNED	NO	12/01/21	069
DELA CRUZ	ASTRID	J	10124	\$73195.0000	RETIRED	NO	11/27/21	069
DIKE	CONFIDEN	U	56057	\$38333.0000	APPOINTED	YES	11/21/21	069
DOZIER	KHALILAH	L	10104	\$51549.0000	APPOINTED	NO	11/28/21	069
DUNN	TERRY AN	C	10124	\$61015.0000	INCREASE	NO	11/21/21	069
DUONG-WILLIAMS	KIMCHYAN	T	52316	\$69912.0000	INCREASE	NO	11/21/21	069
EASTMAN	JOSEPH	S	21744	\$104237.0000	INCREASE	YES	11/21/21	069
EMANUEL SMITH	EVELYN	D	52314	\$48747.0000	APPOINTED	NO	11/21/21	069
FARQUHARSON	PAMELA	D	52316	\$70100.0000	RETIRED	NO	09/28/21	069
FARRELL	SUZANNE	C	21744	\$84468.0000	APPOINTED	YES	11/21/21	069
GARCIA	PATRIA		10124	\$67499.0000	INCREASE	NO	11/21/21	069
GIRALDO	EDGAR	A	13632	\$106023.0000	INCREASE	NO	10/24/21	069
GOODWIN	JENNIFER	A	10248	\$90702.0000	INCREASE	NO	11/21/21	069
GUERRERO JR	MANUEL	P	13632	\$106023.0000	INCREASE	NO	11/21/21	069
HAMPTON	MARA	E	30087	\$82137.0000	RESIGNED	YES	11/24/21	069
HAWKS	ALICE	Y	10056	\$118000.0000	INCREASE	NO	11/07/21	069
HAYDE	AMANDA	M	10056	\$161143.0000	INCREASE	NO	11/14/21	069
HENRY	MARCELYN	N	52314	\$42389.0000	APPOINTED	NO	11/21/21	069
HINDS	JOYCELIN	E	10124	\$67569.0000	RETIRED	NO	12/02/21	069
HURST	PAUL	C	30087	\$82137.0000	INCREASE	YES	11/21/21	069
JEAN	PIERRE	M	52316	\$59799.0000	RETIRED	YES	12/02/21	069
JEAN	PIERRE	M	52314	\$39520.0000	RETIRED	NO	12/02/21	069
JOHNSON	SUSAN	M	52304	\$47748.0000	RETIRED	NO	12/02/21	069
JOHNSON	SYLVIA	N	10104	\$43410.0000	RESIGNED	NO	12/02/21	069
JONES	DOREEN	E	56057	\$20.9800	TERMINATED	YES	12/02/21	069
JONES	TIESHA	C	52314	\$42389.0000	APPOINTED	NO	11/21/21	069
JONG	DAISY		10104	\$37748.0000	APPOINTED	NO	11/21/21	069
JORDAN	RAJUN	F	10124	\$67499.0000	INCREASE	NO	11/21/21	069
KAUR	MANDEEP		10104	\$37748.0000	RESIGNED	NO	11/10/21	069
KOZLOVA	IRINA	V	12626	\$71840.0000	INCREASE	NO	10/24/21	069
LAVERDI	GABRIELL		91415	\$45594.0000	APPOINTED	YES	11/21/21	069
LAWAL	OLUBUNMI	A	52314	\$42389.0000	APPOINTED	NO	11/21/21	069
LOKOSSOU	EPIPHANE		10104	\$47695.0000	APPOINTED	NO	11/21/21	069
LUCAS	TACONYA	M	10104	\$37748.0000	RESIGNED	NO	10/06/21	069
LYONS	DANIEL	K	12626	\$62733.0000	RETIRED	NO	11/24/21	069
MA	JIANPING		10124	\$61015.0000	INCREASE	NO	11/21/21	069
MANOR	JESSE	E	30087	\$63228.0000	INCREASE	YES	11/21/21	069
MARTIN	NEFERFERTI	A	80184	\$65640.0000	INCREASE	NO	11/14/21	069
MASTER	NATALYA		13632	\$94244.0000	INCREASE	NO	02/23/20	069
MASULLO	ANTHONY	G	52314	\$38310.0000	RESIGNED	NO	10/30/16	069
MC NEIL	ROBIN		52316	\$70203.0000	RETIRED	NO	11/24/21	069
MENDOZA	MARYANN		10104	\$43668.0000	RETIRED	NO	12/04/21	069
NAPOLI	RICARDO	A	56058	\$68436.0000	RESIGNED	YES	09/29/21	069
NAU	ELIJAH		56057	\$38333.0000	APPOINTED	YES	11/21/21	069
NEAL-GRANT	JOURDAN		12627	\$81203.0000	RESIGNED	NO	10/20/19	069
NGALDE	ADAMA	N	52314	\$42389.0000	APPOINTED	NO	11/21/21	069

HRA/DEPT OF SOCIAL SERVICES  
FOR PERIOD ENDING 12/10/21

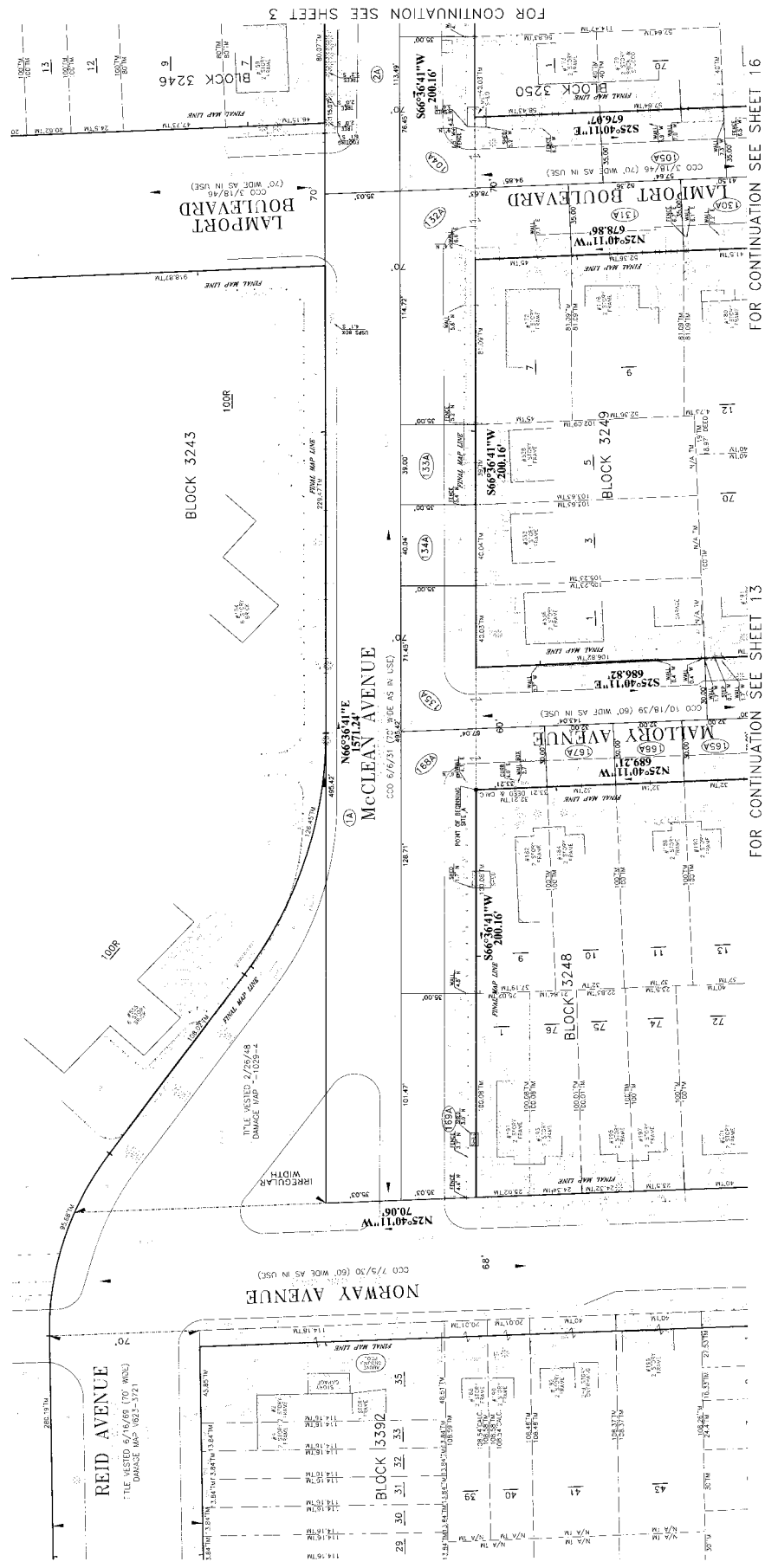
TITLE								
NAME			NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
ODERINDE	OLAKUNLE	I	52311	\$58879.0000	PROMOTED	NO	11/14/21	069
OGUNFOWORA	ADETUTU		52304	\$50688.0000	RETIRED	NO	12/02/21	069
OLORUNLANA	FUNMI	N	52313	\$76408.0000	PROMOTED	NO	10/24/21	069
ORTIZ JR	JORGE		52316	\$69912.0000	INCREASE	NO	11/21/21	069
PAGAN	MARISOL		10104	\$43547.0000	RESIGNED	NO	11/27/21	069
PENA-CHAVEZ	AMAIRIS		10056	\$115278.0000	INCREASE	NO	11/07/21	069
PEREZ	ANA	A	56058	\$83785.0000	RESIGNED	YES	11/24/21	069
PEREZ	ANA	A	52613	\$57030.0000	RESIGNED	NO	11/24/21	069
PEREZ	ANA	H	52314	\$49034.0000	RETIRED	NO	12/02/21	069
PEREZ	BELMALY		10124	\$67499.0000	INCREASE	NO	11/21/21	069
POPE	REBEKAH		10104	\$37748.0000	APPOINTED	NO	11/21/21	069
PURDIE	CANDICE	J	12627	\$75591.0000	INCREASE	NO	01/26/20	069
RALPH	RASHAD	O	12627	\$81203.0000	APPOINTED	NO	11/24/19	069
REYES	DEBORAH		52316	\$69912.0000	INCREASE	NO	11/21/21	069
RINGEWALD	JENNIFER	S	30087	\$82137.0000	INCREASE	YES	11/21/21	069
RODRIGUEZ	EMILY		52313	\$76408.0000	PROMOTED	NO	10/24/21	069
RODRIGUEZ	MARIA	D	52314	\$42389.0000	APPOINTED	NO	11/21/21	069
ROJAS	CYNTHIA		95607	\$108713.0000	INCREASE	YES	11/21/21	069
ROSARIO	GLORY	A	56058	\$62215.0000	RESIGNED	YES	11/25/21	069
ROSS	HEATHER	A	52316	\$69912.0000	INCREASE	NO	11/21/21	069
SABATER	KATHLEEN	G	52304	\$47894.0000	RETIRED	NO	11/27/21	069
SANTIAGO	SONIA		31113	\$47995.0000	RETIRED	NO	11/27/21	069
SHALNEVA	IRINA		52316	\$69912.0000	INCREASE	NO	11/21/21	069
SHERWOOD	TASHI		30080	\$49677.0000	INCREASE	NO	11/21/21	069
SILVA	MARITZA		52311	\$58879.0000	PROMOTED	NO	11/14/21	069
SIMES	ERICA	F	52316	\$69912.0000	INCREASE	NO	11/21/21	069
SIMMONS SMITH	SHARON	I	10104	\$47194.0000	RETIRED	NO	11/24/21	069
SKLARSKI	MAGDALEN	A	30080	\$49677.0000	INCREASE	NO	11/21/21	069
SMALL	SAMANTHA	C	52314	\$42389.0000	RESIGNED	NO	09/30/20	069
SMITH	SHARLOTT	S	40561	\$58802.0000	RESIGNED	YES	11/23/21	069
SMITH	SHARLOTT	S	10104	\$36390.0000	RESIGNED	NO	11/23/21	069
STAGGERS	DANINE	M	52316	\$69912.0000	INCREASE	NO	11/21/21	069
STERLING	EVERTON		31118	\$76451.0000	RETIRED	NO	11/29/21	069
STEWART	ROSLYN		10251	\$41954.0000	DECREASE	NO	11/14/21	069
SUCATO	MEA		95005	\$125000.0000	INCREASE	YES	11/21/21	069
TAYLOR	SH' REECE		56057	\$38333.0000	APPOINTED	YES	11/21/21	069
TELESKO	JENNYPHE		06784	\$61010.0000	RESIGNED	YES	12/02/21	069
THOMAS	GLENROY	L	52313	\$76408.0000	PROMOTED	NO	10/24/21	069
THOMAS	NATASHA	D	52316	\$69912.0000	INCREASE	NO	11/21/21	069
TOUSSAINT	JEAN		13611	\$59047.0000	INCREASE	NO	11/14/21	069
TROMAN	MITCHELL		10251	\$38410.0000	RETIRED	NO	09/29/21	069
TUGBOBO	TEMITOPE	T	52316	\$69912.0000	INCREASE	NO	11/21/21	069
UMANSKY	PAUL		30080	\$46244.0000	DECREASE	NO	07/08/18	069
VISVAS	SADAT		52314	\$42389.0000	APPOINTED	NO	11/28/21	069
WILLIAMS	KAREN	J	10104	\$37748.0000	APPOINTED	NO	11/21/21	069
WILSON	BARBARA	J	10124	\$61015.0000	DECREASE	NO	11/27/21	069
WOODS	TANIKA	J	10124	\$61015.0000	INCREASE	NO	11/21/21	069
XHEMALALLARI	ALMA		13632	\$101634.0000	RESIGNED	NO	12/01/21	069
XHEMALALLARI	ALMA		52304	\$66136.0000	RESIGNED	NO	12/01/21	069
YU	MEGENA	X	10104	\$43410.0000	RESIGNED	NO	11/28/21	069

DEPT. OF HOMELESS SERVICES  
FOR PERIOD ENDING 12/10/21



# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 2 OF 35



FOR CONTINUATION SEE SHEET 16

FOR CONTINUATION SEE SHEET 13

FOR CONTINUATION SEE SHEET 3

Department of Design and Construction  
NYC DDC

SAFETY AND SITE SUPPORT  
OFFICE OF LAND SURVEYING

IN THE MATTER OF THE APPLICATION OF THE  
CITY OF NEW YORK

RELATIVE TO ACQUISITION TITLE IN THE MATTER ACQUICURE TO PROPERTY  
McCLEAN AVENUE, FOC LAVENUE, OLIMPA BOULEVARD,  
MALLORY AVENUE, LAMPORT BOULEVARD, KENNINGTON  
AVENUE, JEROME AVENUE, BONNA AVENUE

DATE: 02/01/23

DAMAGE & ACQUISITION MAP  
No. 4256

3718 B

13718BwAG0677

APPROVED

NO.	DATE	DESCRIPTION	BY	APPROVED
1		ISSUED		
2		REVISED AS PER DDC COMMENTS DATED 11/09/21		
3		REVISED AS PER DDC COMMENTS DATED 11/09/21		
4		REVISED AS PER DDC COMMENTS DATED 11/09/21		
5		REVISED AS PER DDC COMMENTS DATED 11/09/21		
6		REVISED AS PER DDC COMMENTS DATED 11/09/21		

REID AVENUE  
TITLE VESTED 4/7/66 (70' WID.)  
DAMAGE MAP #923-3721

NORMAN AVENUE  
TITLE VESTED 2/29/49  
DAMAGE MAP #1029-4

MCCLEAN AVENUE  
N66°30'41"E  
1571.24'  
CCO 6/7/51 (60' WIDE AS IN USED)

MALLORY AVENUE  
N25°40'11"W  
689.21'  
CCO 10/18/39 (50' WIDE AS IN USED)

LAMPORT BOULEVARD  
S60°36'41"W  
200.16'  
CCO 7/18/46 (70' WIDE AS IN USED)

ART KRABEMEL, L.S.  
OFFICE OF LAND SURVEYING

OLYMPIA L.S.  
OFFICE OF LAND SURVEYING

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PARTY CHIEF: I. BLAKE  
COMPUTATION: W. PRZAKA  
CHECKED: A. VOLDOCH  
DRAFTED: W. PRZAKA  
FIELD EDITED:

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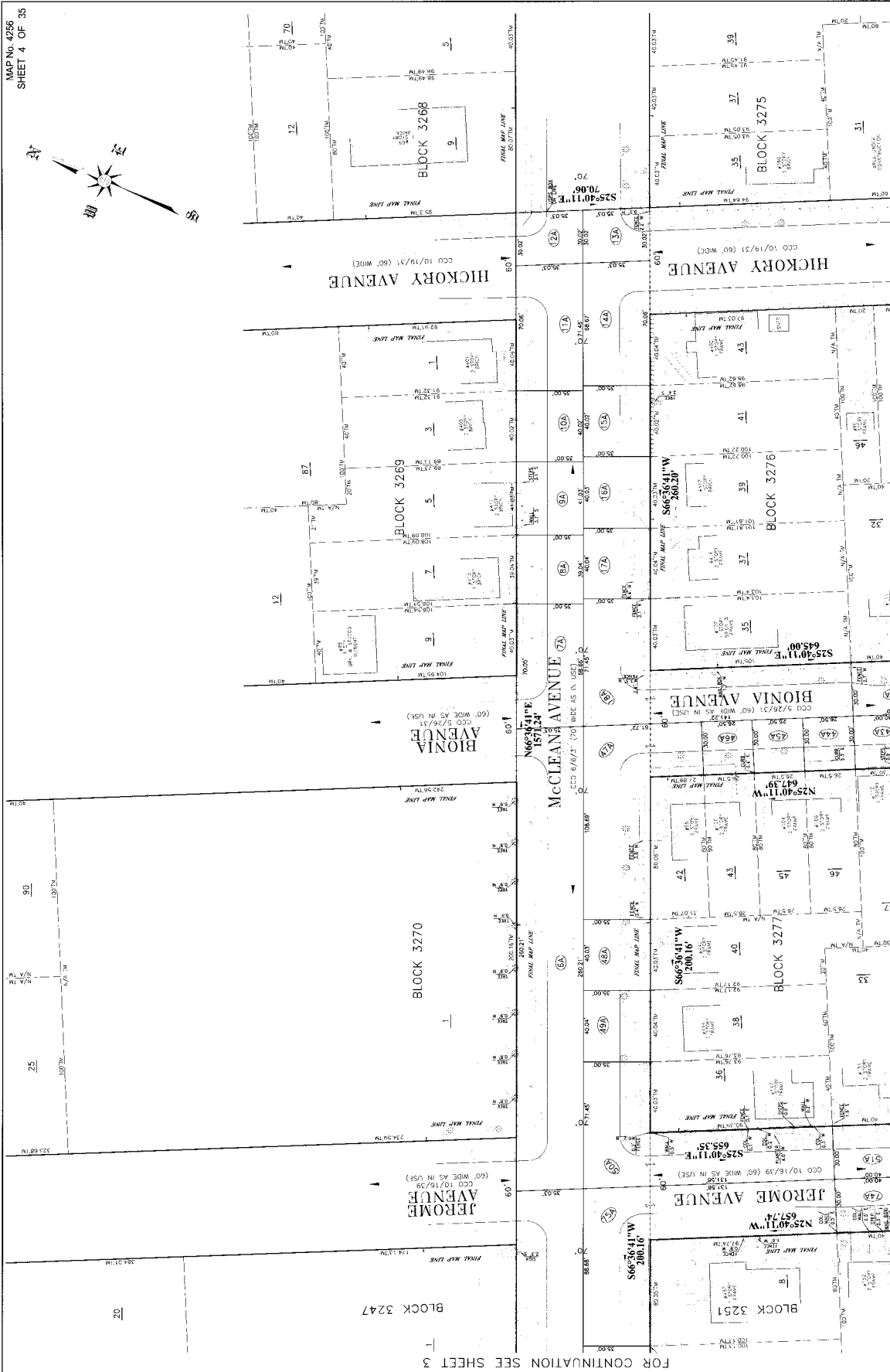






# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 4 OF 35



**Department of Design and Construction**  
 SAFETY AND SITE SUPPORT  
 OFFICE OF LAND SURVEYING  
 IN THE MATTER OF THE APPLICATION OF THE  
 CITY OF NEW YORK  
 RELATIVE TO ACQUIRING TITLE IN THE SIMPLE ABSOLUTE TO PROPERTY  
 McCLEAN AVENUE, FROM AVENUE CLYDE BOWLEARD,  
 MALLORY AVENUE, LAFFORT BOULEVARD, KENSINGTON  
 AVENUE, JEROME AVENUE, BIONIA AVENUE

HARRY 1206  
 3718 B  
 1371886662677

NO.	DATE	DESCRIPTION	BY	APPROVED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

FOR CONTINUATION SEE SHEET 25

FOR CONTINUATION SEE SHEET 22

FOR CONTINUATION SEE SHEET 3

FOR CONTINUATION SEE SHEET 25

FOR CONTINUATION SEE SHEET 22

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 PARTY CHIEF: L. BLAKE  
 COMPUTATION: W. PRZESKA  
 CHECKED: A. VOLINCH  
 W. PRZESKA  
 FIELD EDITED

KURT KROEMER, L.S.  
 OFFICE OF LAND SURVEYING

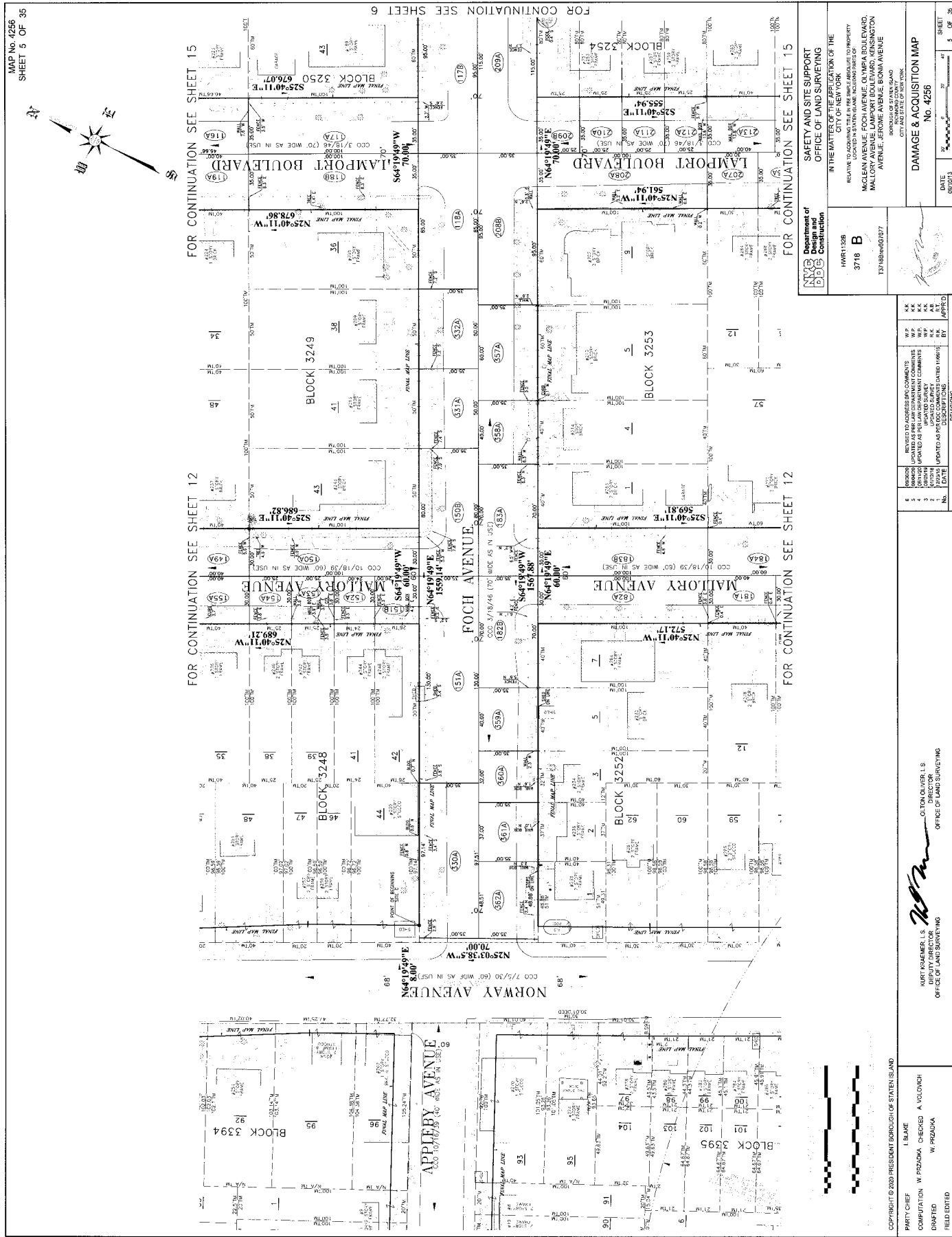
OTON GAMER, L.S.  
 OFFICE OF LAND SURVEYING

OTON GAMER, L.S.  
 OFFICE OF LAND SURVEYING

OTON GAMER, L.S.  
 OFFICE OF LAND SURVEYING

OTON GAMER, L.S.  
 OFFICE OF LAND SURVEYING

# DAMAGE & ACQUISITION MAP #4256



MAP No. 4256  
SHEET 5 OF 35

FOR CONTINUATION SEE SHEET 12

FOR CONTINUATION SEE SHEET 15

FOR CONTINUATION SEE SHEET 15

**Department of Design and Construction**

**Safety and Site Support**  
**Office of Land Surveying**  
IN THE MATTER OF THE APPLICATION OF THE  
CITY OF NEW YORK

RELATIVE TO ACQUIRING TITLE IN FEE SIMPLE ABSOLUTE TO PROPERTY  
LOCATED AT THE INTERSECTION OF THE FOLLOWING STREETS:  
MCCLEEN AVENUE, FOCH AVENUE, MALORY BOULEVARD,  
MALORY AVENUE, LAMPORT BOULEVARD, KENSINGTON  
AVENUE, JEROME AVENUE, BONA AVENUE

DATE: 05/2013

**DAMAGE & ACQUISITION MAP**  
No. 4256

SHEET 5 OF 35

REVISION	DATE	DESCRIPTION	BY	APP'D
1	05/2013	REVISED TO ADDRESS BKG COMMENTS	WP	
2	05/2013	REVISED TO ADDRESS BKG COMMENTS	WP	
3	05/2013	REVISED TO ADDRESS BKG COMMENTS	WP	
4	05/2013	REVISED TO ADDRESS BKG COMMENTS	WP	
5	05/2013	REVISED TO ADDRESS BKG COMMENTS	WP	
6	05/2013	REVISED TO ADDRESS BKG COMMENTS	WP	

APPROVED FOR THE CITY OF NEW YORK

*[Signature]*

MURT KOEHLER, L.S.  
OFFICE OF LAND SURVEYING

APPROVED FOR THE CITY OF NEW YORK

*[Signature]*

MURT KOEHLER, L.S.  
OFFICE OF LAND SURVEYING

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PARTY CHIEF: I. BLAKE

COMPUTATION: W. PRZASKA, CHECKED: A. VOLOCH

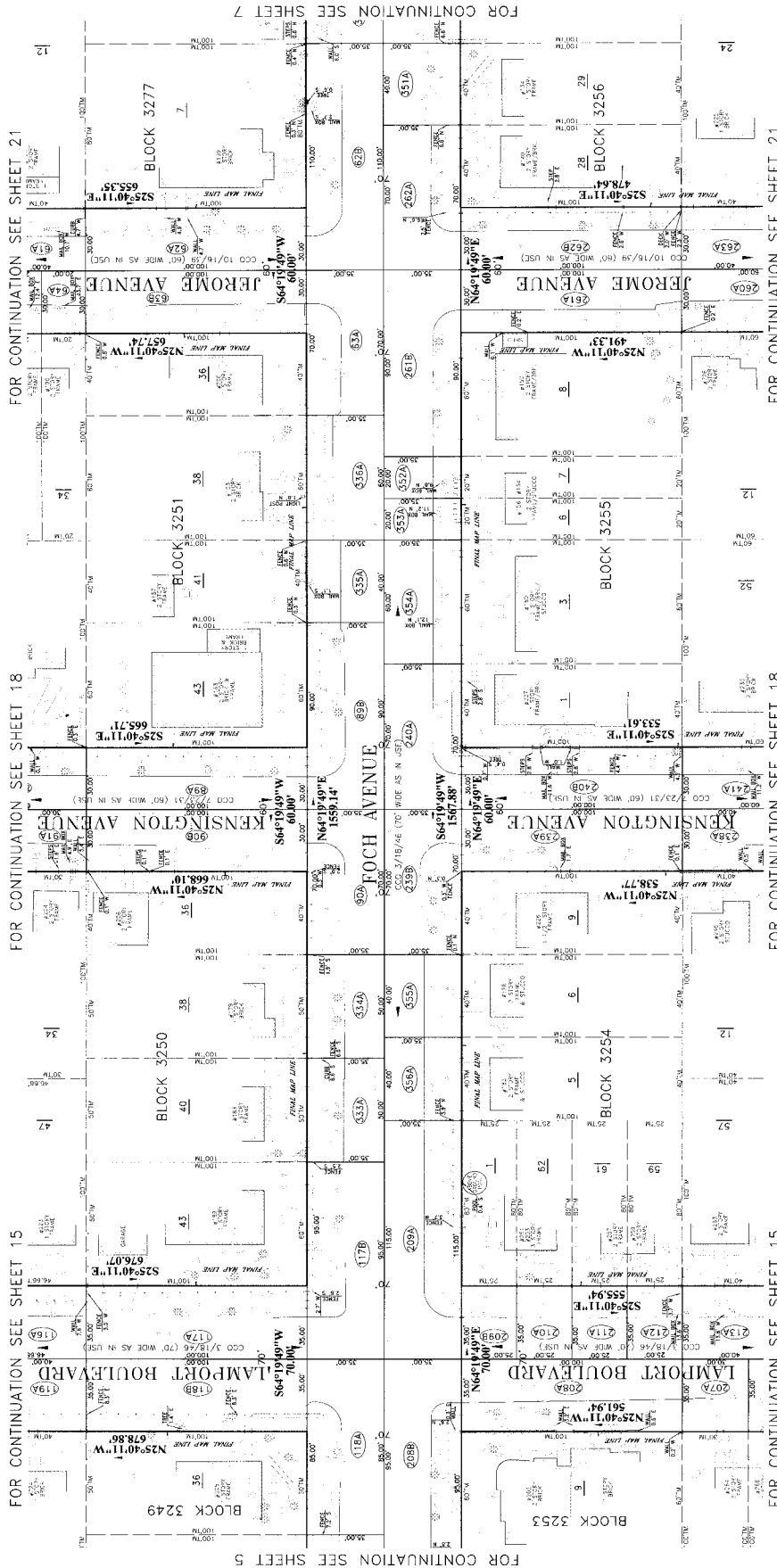
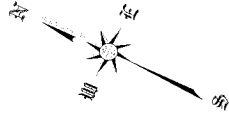
DRAFTED: W. PRZASKA

FIELD EDITED:

Source: The LACONATION, L2N7137846, C877 13818093 South Beach Pl 2117318946, C8477 1284 in South Beach Pl 8499

# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 6 OF 35



**NY State Department of Design and Construction**

**SAFETY AND SITE SUPPORT**  
**OFFICE OF LAND SURVEYING**

IN THE MATTER OF THE APPLICATION OF THE  
CITY OF NEW YORK

RELATIVE TO ACQUIRING TITLE IN FEES LAND ACQUISITION PROPERTY  
MACLEAN AVENUE FOCH AVENUE OLIVIA BOULEVARD,  
MALLORY AVENUE LAMPORT BOULEVARD, KENSINGTON  
AVENUE, JEROME AVENUE, BIONA AVENUE

DAMAGE & ACQUISITION MAP  
No. 4256

DATE: 09/10/13

SHEET 6 OF 35

6	REMOVED TO ADDRESS BRO COMMENTS	K.K.
5	REMOVED UNITS AS PER LAMPORT COMMENTS	W.P.
4	REMOVED UNITS AS PER LAMPORT COMMENTS	W.P.
3	REMOVED UNITS AS PER LAMPORT COMMENTS	W.P.
2	REMOVED UNITS AS PER LAMPORT COMMENTS	W.P.
1	REMOVED UNITS AS PER LAMPORT COMMENTS	W.P.
No.	DATE	DESCRIPTIONS
		REVISED

NY State Department of Design and Construction

3718 B

MAP 1328

1371896652977

REGISTERED SURVEYOR AND  
CITY AND STATE OF NEW YORK

KURT ROSEWELL, S  
OFFICE OF LAND SURVEYING

OLIVIA, L.S.  
OFFICE OF LAND SURVEYING

FIELD EDITED

W. PRZYMKA

CHECKED A. VOLOVICH

COMPUTATION W. PRZYMKA

PARTY CHIEF I. BLAKE

FIELD EDITED

W. PRZYMKA

CHECKED A. VOLOVICH

COMPUTATION W. PRZYMKA

PARTY CHIEF I. BLAKE

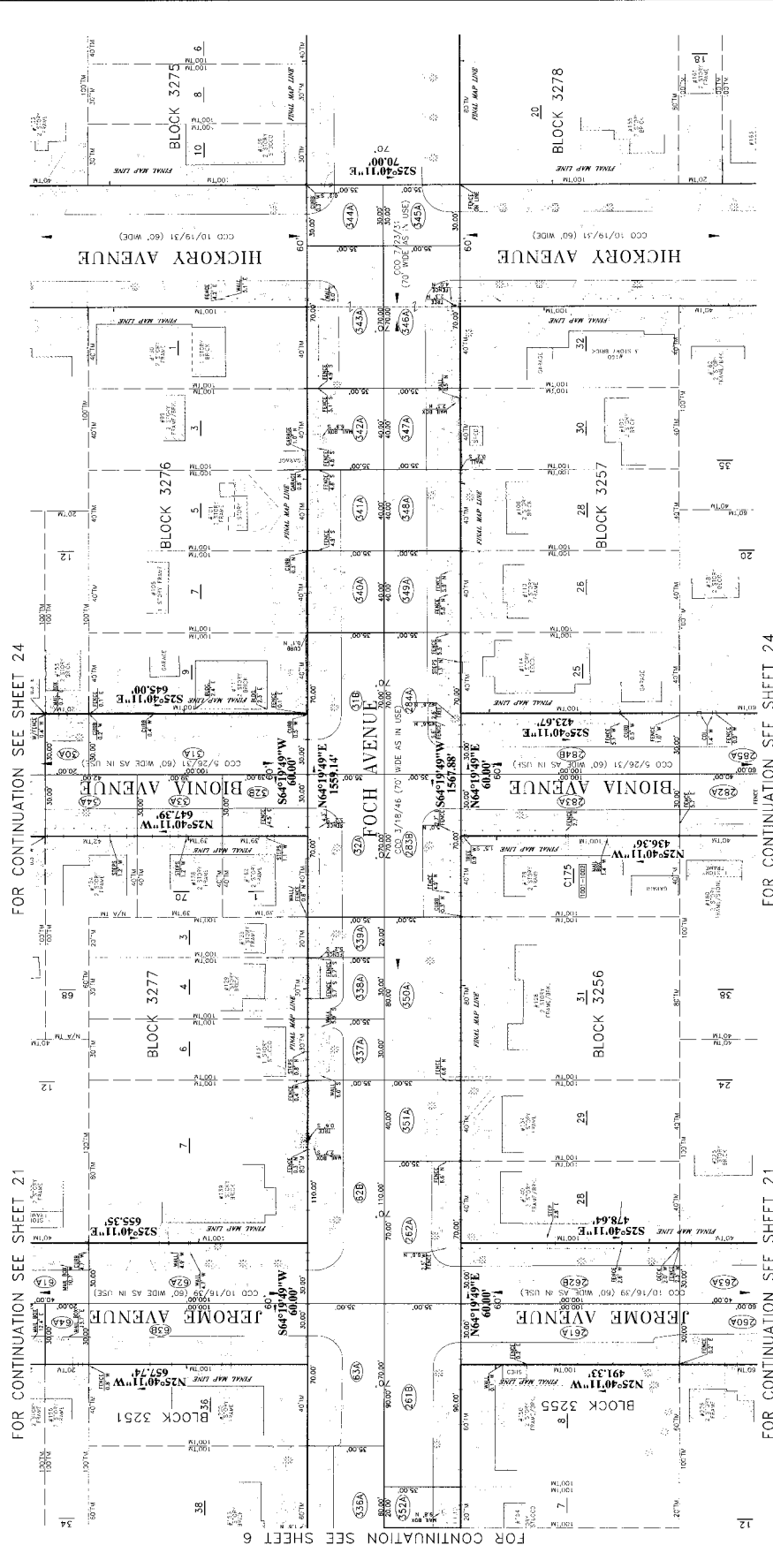
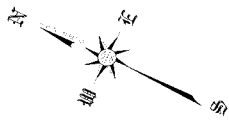
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Scale: 1" = 20.00' (1:200)

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# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 7 OF 35



FOR CONTINUATION SEE SHEET 24

FOR CONTINUATION SEE SHEET 24

FOR CONTINUATION SEE SHEET 21

FOR CONTINUATION SEE SHEET 21

**Department of Design and Construction**  
 SAFETY AND SITE SUPPORT  
 OFFICE OF LAND SURVEYING  
 IN THE MATTER OF THE APPLICATION OF THE  
 CITY OF NEW YORK  
 RELATIVE TO ACQUIRING THE IN THE PARTLY ABANDONED PROPERTY  
 MACLEAN AVENUE, FOCH AVENUE, CLAMPA BOULEVARD,  
 MALLORY AVENUE, LANPORT BOULEVARD, KENSINGTON  
 AVENUE, JEROME AVENUE, BIONIA AVENUE  
 BOROUGH OF STATEN ISLAND  
 CITY AND STATE OF NEW YORK

**DAMAGE & ACQUISITION MAP**  
 No. 4256

DATE: 05/01/13

DATE: 05/01/13

SHEET 7 OF 35

NO.	DATE	DESCRIPTION	BY	APPROD.
1	05/01/13	ISSUED AS PART OF COMMENTS DATED 11/01/12	K.K.	K.K.
2	05/01/13	ISSUED AS PART OF COMMENTS DATED 11/01/12	W.F.	W.F.
3	05/01/13	ISSUED AS PART OF COMMENTS DATED 11/01/12	W.F.	W.F.
4	05/01/13	ISSUED AS PART OF COMMENTS DATED 11/01/12	W.F.	W.F.
5	05/01/13	ISSUED AS PART OF COMMENTS DATED 11/01/12	W.F.	W.F.
6	05/01/13	ISSUED AS PART OF COMMENTS DATED 11/01/12	W.F.	W.F.

REVISIONS

REVISION TO ADDRESS SPO COMMENTS

ISSUED AS PART OF COMMENTS DATED 11/01/12

ISSUED AS PART OF COMMENTS DATED 11/01/12

ISSUED AS PART OF COMMENTS DATED 11/01/12

ISSUED AS PART OF COMMENTS DATED 11/01/12

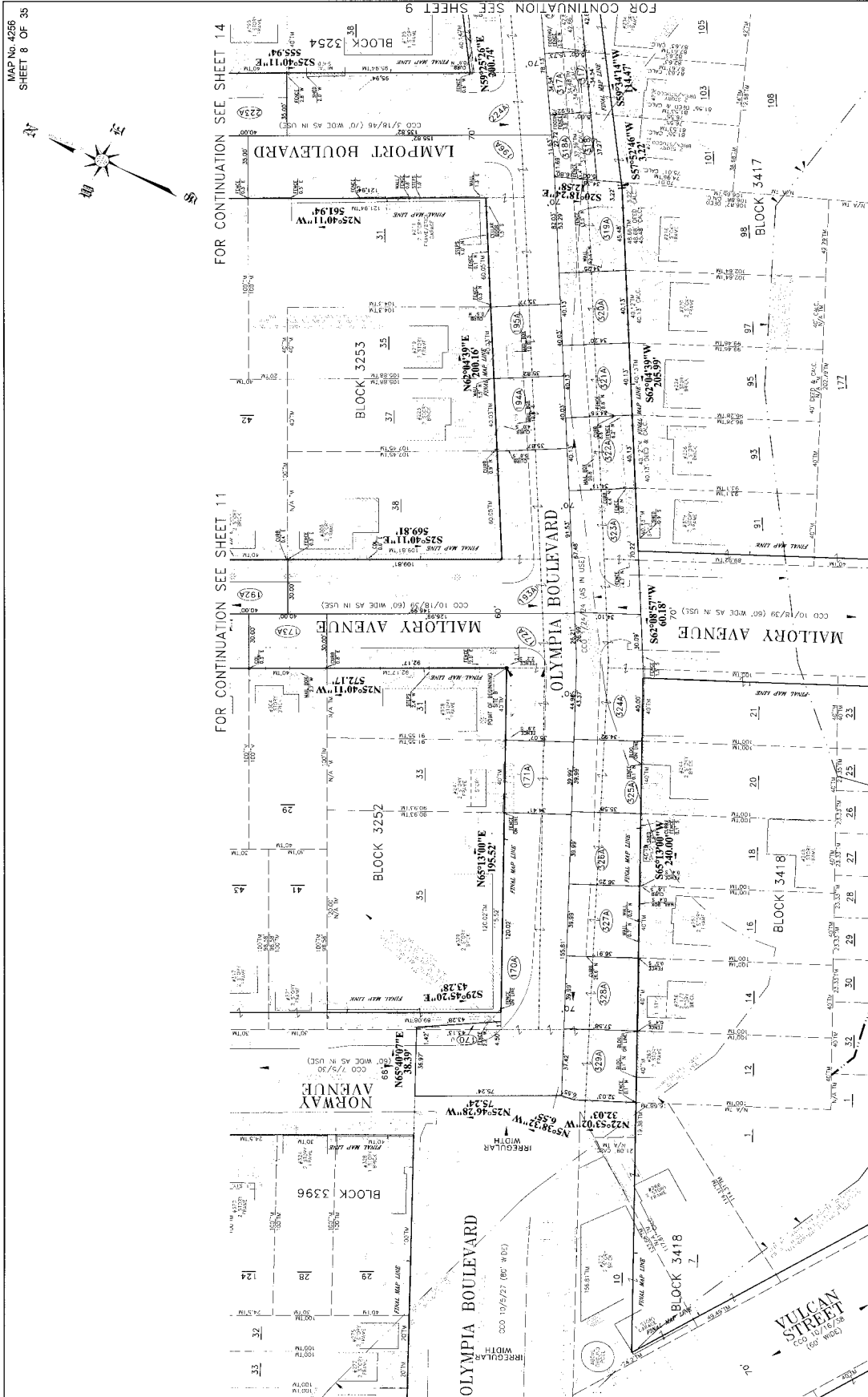
ISSUED AS PART OF COMMENTS DATED 11/01/12

KURT KRUEGER, L.S.  
 OTON GUERREROS, L.S.  
 OFFICE OF LAND SURVEYING

BLAKE  
 COMPTON W. PRZYDA  
 CHECKED: A. VOLICH  
 W. PRZYDA  
 DRAFTED  
 FIELD EDITED

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 Party Chief  
 Computation  
 Drafted  
 Field Edited

# DAMAGE & ACQUISITION MAP #4256



MAP No. 4256  
SHEET 8 OF 35

FOR CONTINUATION SEE SHEET 14

FOR CONTINUATION SEE SHEET 11

FOR CONTINUATION SEE SHEET 9

**Department of Design and Construction**

**SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING**

IN THE MATTER OF THE ACQUISITION OF THE CITY OF NEW YORK

RELATIVE TO ACQUISITION TITLE IN THE NAME ABSOLUTE TO PROPERTY LOCATED WITHIN BLOCKS INCLUDING PARTS OF BLOCK 3252, BLOCK 3253, BLOCK 3417, BLOCK 3418, MALLORY AVENUE, LAMPART BOULEVARD, KENNEDY AVENUE, JEROME AVENUE, BONA AVENUE

BUREAU OF STATEN ISLAND  
CITY AND STATE OF NEW YORK

**DAMAGE & ACQUISITION MAP**  
No. 4256

DATE: 02/10/22

SHEET 8 OF 35

HW1132B  
3718 B  
1717BWAG077

NO.	DATE	DESCRIPTION	BY	APPROVED
1		ISSUED AS PER COMMENTS		
2		ISSUED AS PER COMMENTS		
3		ISSUED AS PER COMMENTS		
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7		ISSUED AS PER COMMENTS		
8		ISSUED AS PER COMMENTS		
9		ISSUED AS PER COMMENTS		
10		ISSUED AS PER COMMENTS		

APPROVED: *[Signature]*  
SURVEYOR GENERAL  
OFFICE OF LAND SURVEYING

APPROVED: *[Signature]*  
SUPPORTING SURVEYOR  
OFFICE OF LAND SURVEYING

APPROVED: *[Signature]*  
SURVEYOR GENERAL  
OFFICE OF LAND SURVEYING

APPROVED: *[Signature]*  
SURVEYOR GENERAL  
OFFICE OF LAND SURVEYING

FOR CONTINUATION SEE SHEET 14

FOR CONTINUATION SEE SHEET 11

FOR CONTINUATION SEE SHEET 9

MAP No. 4256  
SHEET 8 OF 35

SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING

IN THE MATTER OF THE ACQUISITION OF THE CITY OF NEW YORK

RELATIVE TO ACQUISITION TITLE IN THE NAME ABSOLUTE TO PROPERTY LOCATED WITHIN BLOCKS INCLUDING PARTS OF BLOCK 3252, BLOCK 3253, BLOCK 3417, BLOCK 3418, MALLORY AVENUE, LAMPART BOULEVARD, KENNEDY AVENUE, JEROME AVENUE, BONA AVENUE

BUREAU OF STATEN ISLAND  
CITY AND STATE OF NEW YORK

**DAMAGE & ACQUISITION MAP**  
No. 4256

DATE: 02/10/22

SHEET 8 OF 35

HW1132B  
3718 B  
1717BWAG077

NO.	DATE	DESCRIPTION	BY	APPROVED
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2		ISSUED AS PER COMMENTS		
3		ISSUED AS PER COMMENTS		
4		ISSUED AS PER COMMENTS		
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7		ISSUED AS PER COMMENTS		
8		ISSUED AS PER COMMENTS		
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10		ISSUED AS PER COMMENTS		

APPROVED: *[Signature]*  
SURVEYOR GENERAL  
OFFICE OF LAND SURVEYING

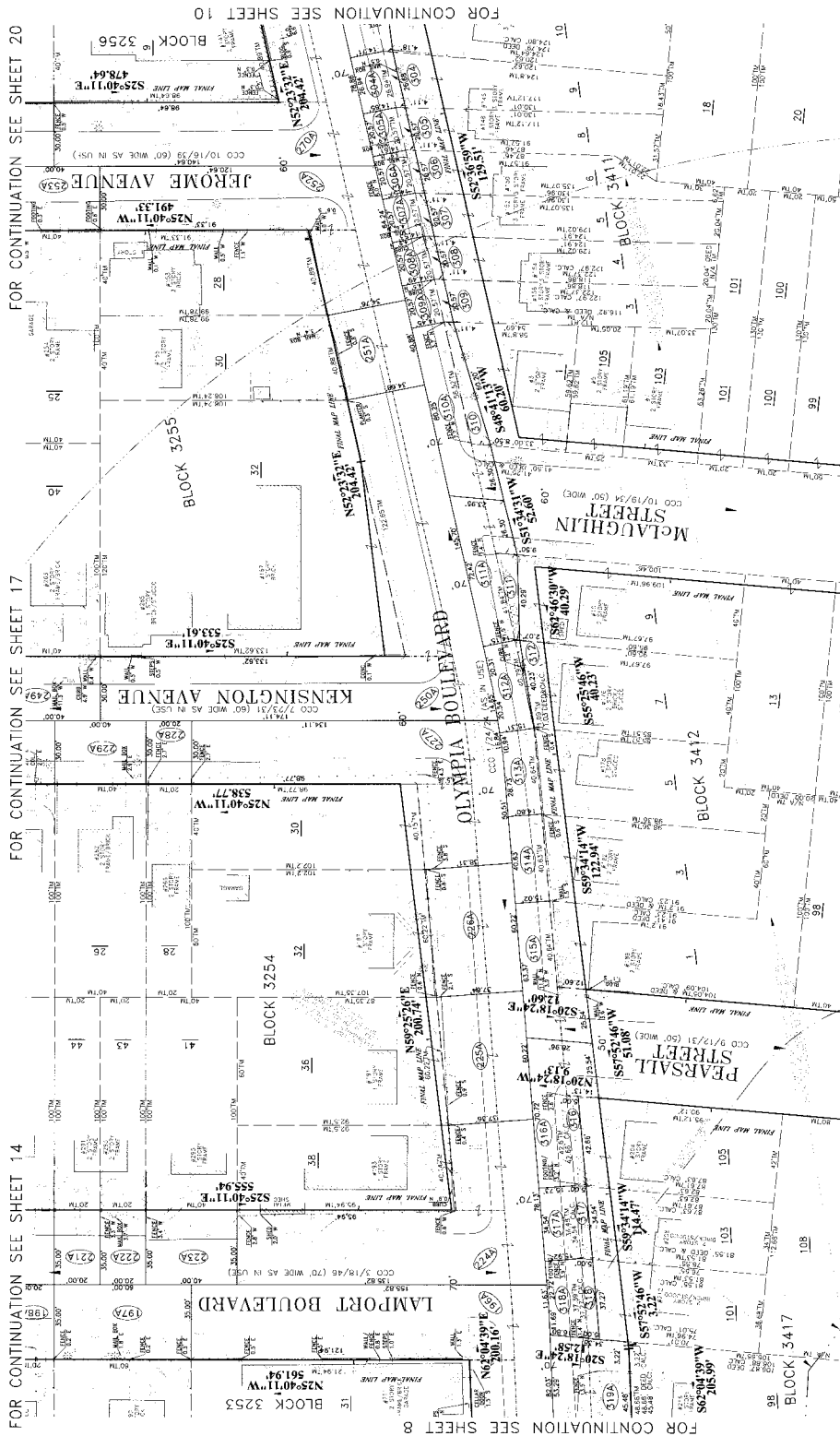
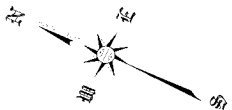
APPROVED: *[Signature]*  
SUPPORTING SURVEYOR  
OFFICE OF LAND SURVEYING

APPROVED: *[Signature]*  
SURVEYOR GENERAL  
OFFICE OF LAND SURVEYING

APPROVED: *[Signature]*  
SURVEYOR GENERAL  
OFFICE OF LAND SURVEYING

# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 9 OF 35



FOR CONTINUATION SEE SHEET 14  
FOR CONTINUATION SEE SHEET 17  
FOR CONTINUATION SEE SHEET 20

**Department of Design and Construction**  
**SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING**  
 IN THE MATTER OF THE APPLICATION OF THE CITY OF NEW YORK  
 RELATIVE TO ACQUIRING TITLE IN FEE SIMPLE ABSOLUTE TO PROPERTY:  
 MACLEAN AVENUE, ECHY AVENUE, OLYMPIA BOULEVARD, MALLORY AVENUE, LAMPFORD BOULEVARD, KENSINGTON AVENUE, JEROME AVENUE, BONA AVENUE

**DAMAGE & ACQUISITION MAP No. 4256**

DATE: 02/02/22  
 SHEET: 9 OF 35

No.	DATE	DESCRIPTION	BY	APPROV'D
1	11/27/15	UPDATED AS PER DECISION DATED 11/09/15	R.K.	
2	08/04/16	UPDATED AS PER DECISION DATED 11/09/15	W.P.	
3	08/04/16	UPDATED AS PER DECISION DATED 11/09/15	R.K.	
4	08/04/16	UPDATED AS PER DECISION DATED 11/09/15	R.K.	
5	08/04/16	UPDATED AS PER DECISION DATED 11/09/15	R.K.	

APPROVED: *[Signature]*  
 RURT CRAMER, L.L.S.  
 OFFICE OF LAND SURVEYING

OLTON OLIVER, L.S.  
 OFFICE OF LAND SURVEYING

BLAKE  
 W. PRZYMBA, CHECKED  
 W. PRZYMBA  
 FIELD EDITED

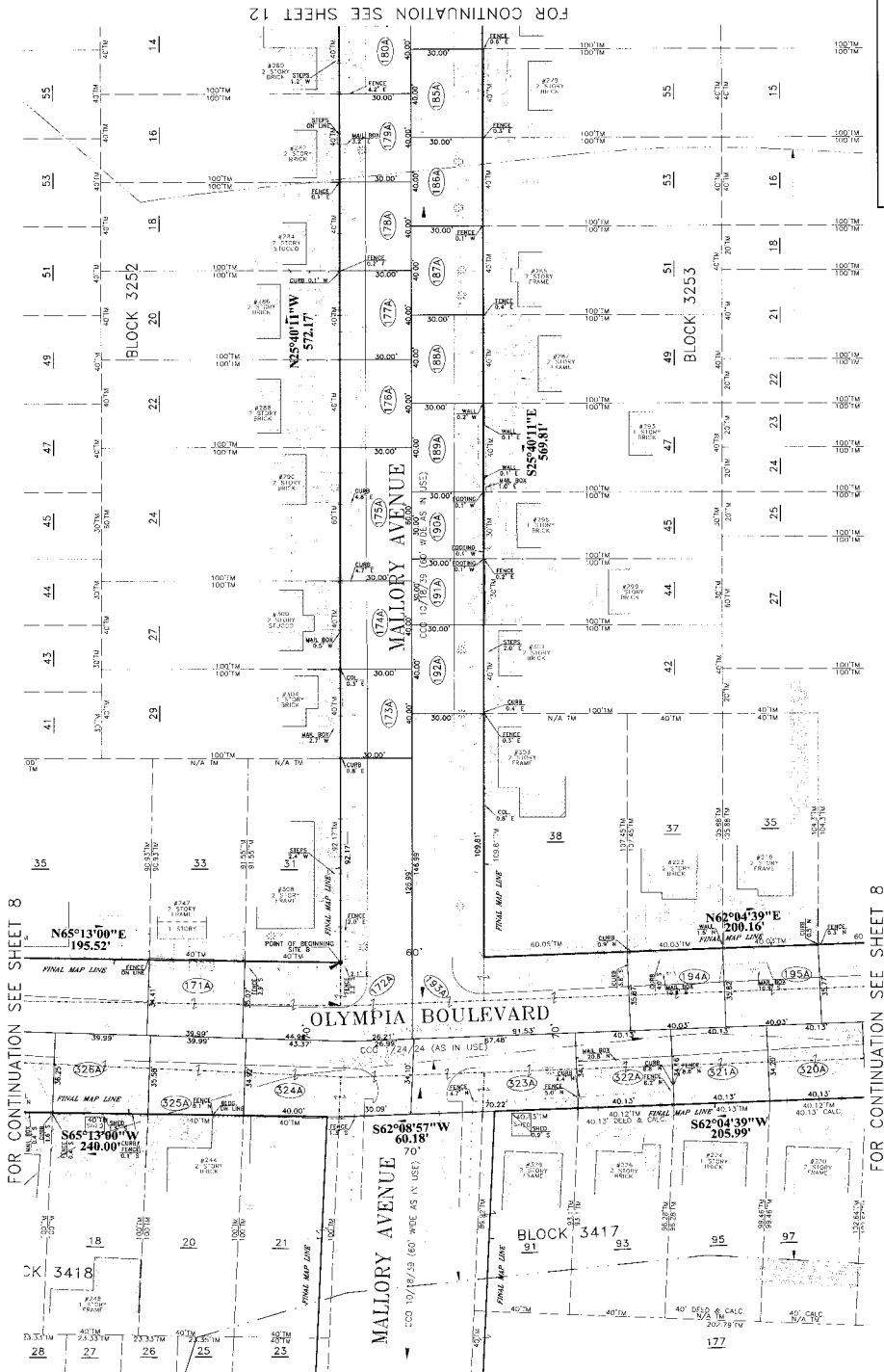
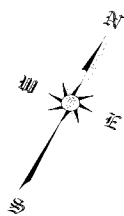
Copyright © 2009 President Borough of Staten Island

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# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 11 OF 35



FOR CONTINUATION SEE SHEET 8

FOR CONTINUATION SEE SHEET 8

**NYC Department of Design and Construction**

**SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING**  
IN THE MATTER OF THE APPLICATION OF THE CITY OF NEW YORK

RELATIVE TO ACQUIRING TITLE IN FEE SIMPLE ABSOLUTE TO PROPERTY  
MAC LAM AVENUE, FOUR AVENUE, COLMERA BOULEVARD,  
MALLORY AVENUE, LAMPORT BOULEVARD, KENNINGTON  
AVENUE, JEROME AVENUE, BONIA AVENUE

**DAMAGE & ACQUISITION MAP**  
No. 4256

DATE: 08/01/23

SHEET 11 OF 35

NO.	DATE	DESCRIPTION	BY	APPROD.
6		REMOVED TO ADDRESS SPEC COMMENTS	K.K.	
5		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
4		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
3		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
2		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
1		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	

NO.	DATE	DESCRIPTION	BY	APPROD.
6		REMOVED TO ADDRESS SPEC COMMENTS	K.K.	
5		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
4		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
3		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
2		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
1		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	
		ADDED AS PER LAW DEPARTMENT COMMENTS	W.P.	

HURT RIVERBERG, L.L.S.  
OLIVIA OLIVER, L.S.  
OFFICE OF LAND SURVEYING

*[Signature]*

COMPUTATION: W. PRZESKA, CHECKED: A. VOLOVICH  
DRAWN: W. PRZESKA  
FIELD EDITED:

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I. BLAKE

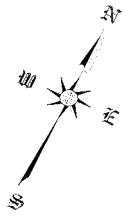
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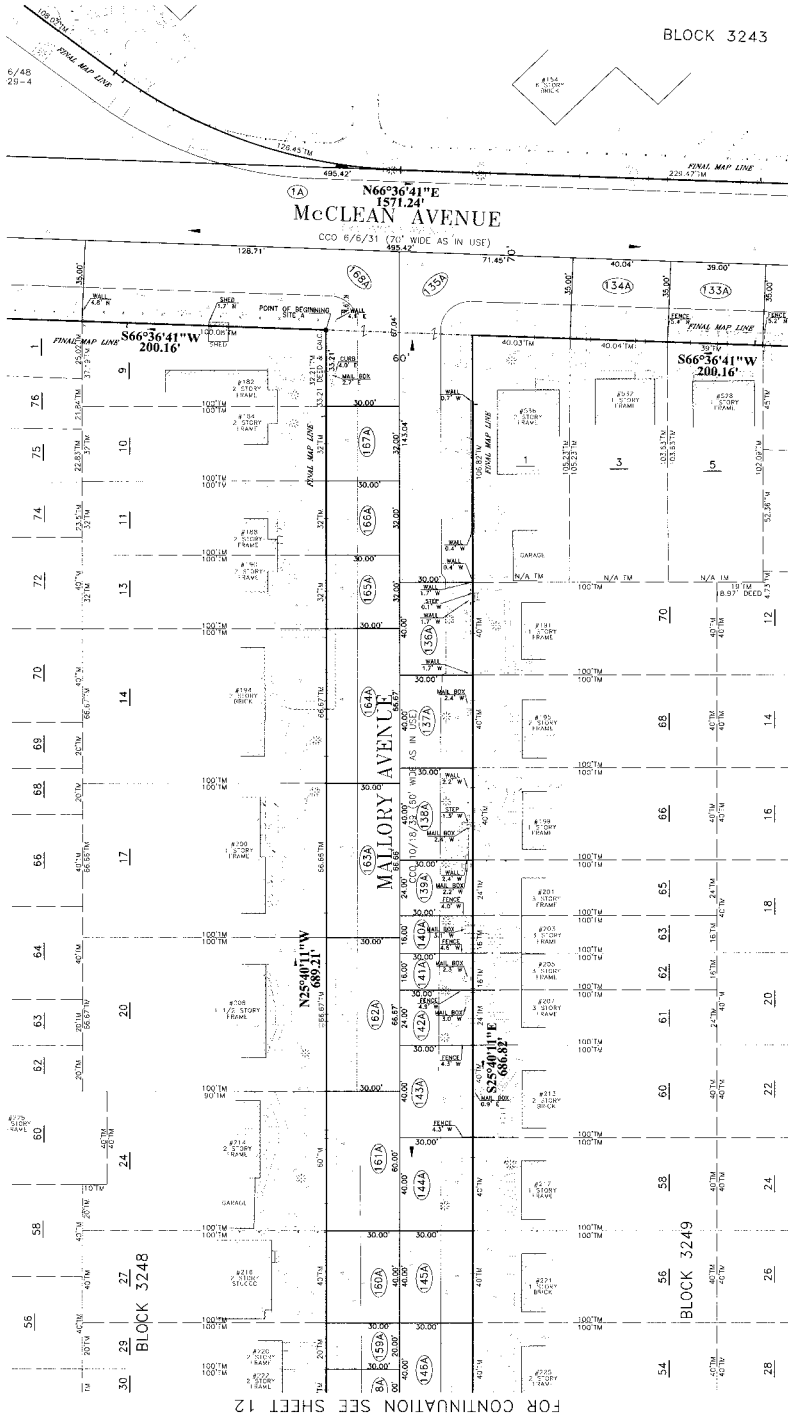


# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 13 OF 35



FOR CONTINUATION SEE SHEET 2



FOR CONTINUATION SEE SHEET 2

**Department of Design and Construction**  
100R11203  
3716 B  
13718806087

**SAFETY AND SITE SUPPORT  
OFFICE OF LAND SURVEYING**  
IN THE WATER OF THE APPLICATION OF THE  
CITY OF NEW YORK

RELATIVE TO THE MATTER OF THE ACQUISITION OF PROPERTY  
LOCATED IN THE BLOCKS OF THE DISTRICT OF  
MCCLEAN AVENUE, FOCH AVENUE, OLYMPIA BOULEVARD,  
MALLORY AVENUE, LAMPORT BOULEVARD, KENSINGTON  
AVENUE, JEROME AVENUE, BIRMA AVENUE  
BOROUGH OF MANHATTAN  
CITY AND STATE OF NEW YORK

**DAMAGE & ACQUISITION MAP**  
No. 4256

DATE: 02/01/23  
SHEET: 13 OF 35

NO.	REVISION	DATE	BY	REVISIONS
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99	REVISIONS		K.K.	REVISIONS
100	REVISIONS		K.K.	REVISIONS

FOR CONTINUATION SEE SHEET 12

FOR CONTINUATION SEE SHEET 2

FOR CONTINUATION SEE SHEET 2

FOR CONTINUATION SEE SHEET 2

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L. BLAKE  
PARTY CHIEF  
COMPUTATION: W. PRZADKA, CHECKED: A. VOLOVICH  
DRAWN: W. PRZADKA  
FIELD-DRAWN

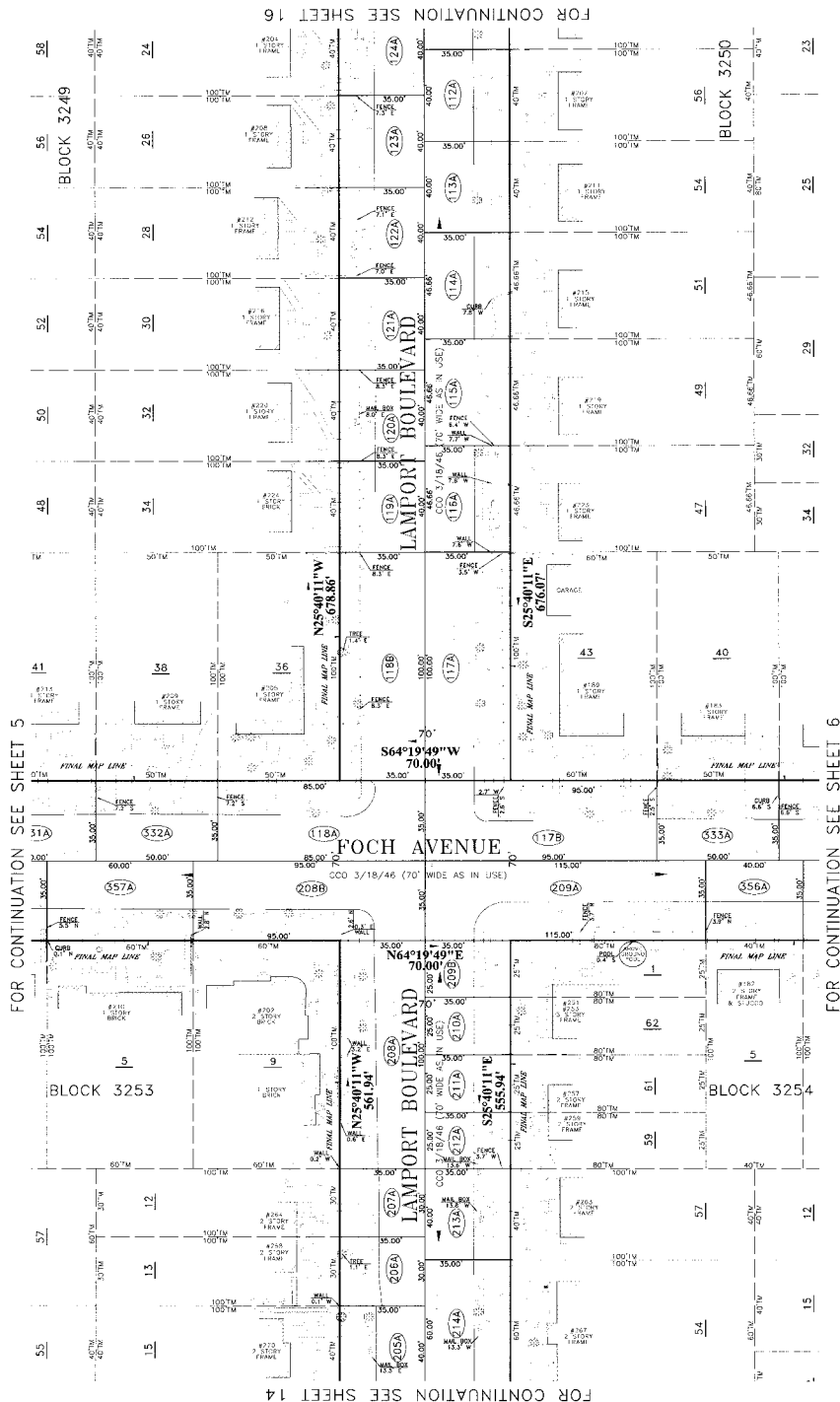
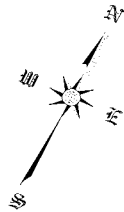
KURT KRAEHLER, L.S.  
DEPUTY DIRECTOR  
OFFICE OF LAND SURVEYING

FOR CONTINUATION SEE SHEET 2



# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 15 OF 35



**Department of Design and Construction**

**SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING**

IN THE MATTER OF THE ACQUISITION OF THE CITY OF NEW YORK

RELATIVE TO ADDRESSING TITLE IN THE SHIP LAZARUS PROPERTY LOCATED IN STATEN ISLAND INCLUDING PARCELS OF MAP NO. 4256, LOCATED IN STATEN ISLAND, BOROUGHS OF BAY RICHMOND, MALLORY AVENUE, LAMPORT BOULEVARD, KENSINGTON AVENUE, JEROME AVENUE, BIONIA AVENUE

**DAMAGE & ACQUISITION MAP No. 4256**

DATE: 02/02/22  
DRAWN BY: [Signature]

REVISIONS	
No.	DESCRIPTIONS
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51	ISSUED AS PER COMMENTS DATED 1/20/22
52	ISSUED AS PER COMMENTS DATED 1/20/22
53	ISSUED AS PER COMMENTS DATED 1/20/22
54	ISSUED AS PER COMMENTS DATED 1/20/22
55	ISSUED AS PER COMMENTS DATED 1/20/22
56	ISSUED AS PER COMMENTS DATED 1/20/22
57	ISSUED AS PER COMMENTS DATED 1/20/22
58	ISSUED AS PER COMMENTS DATED 1/20/22

**Department of Design and Construction**

**SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING**

IN THE MATTER OF THE ACQUISITION OF THE CITY OF NEW YORK

RELATIVE TO ADDRESSING TITLE IN THE SHIP LAZARUS PROPERTY LOCATED IN STATEN ISLAND INCLUDING PARCELS OF MAP NO. 4256, LOCATED IN STATEN ISLAND, BOROUGHS OF BAY RICHMOND, MALLORY AVENUE, LAMPORT BOULEVARD, KENSINGTON AVENUE, JEROME AVENUE, BIONIA AVENUE

**DAMAGE & ACQUISITION MAP No. 4256**

DATE: 02/02/22  
DRAWN BY: [Signature]

**Party Chief:** I. BLAKE  
**Computation:** W. PRZYMKA, CHECKED: A. VOLOCH  
**Drawn:** W. PRZYMKA  
**Field Edited:** [Signature]

**City of New York**  
CLYTON OLIVER, L.L.S.  
OFFICE OF LAND SURVEYING

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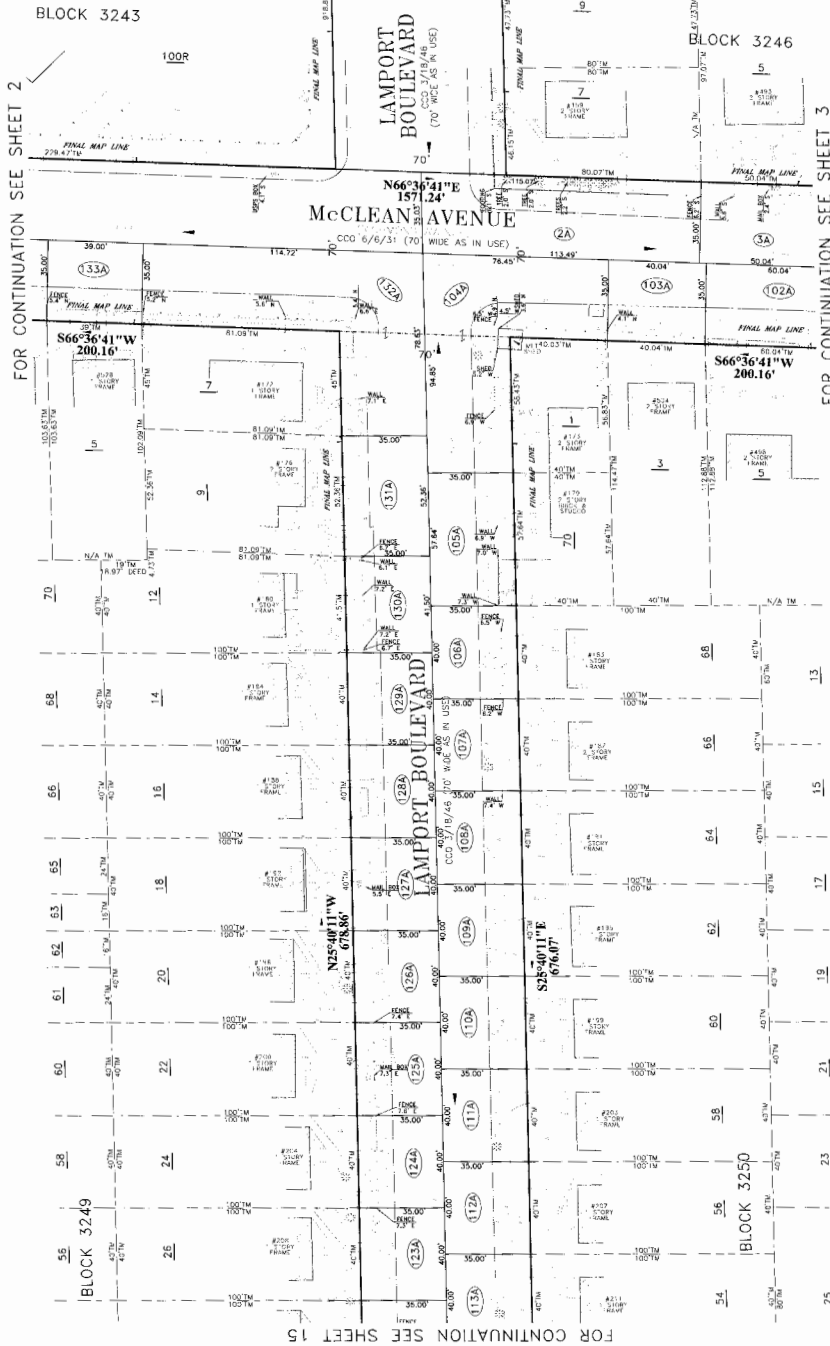
# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 16 OF 35



FOR CONTINUATION SEE SHEET 2

FOR CONTINUATION SEE SHEET 3



**Department of Design and Construction**  
 140R1123  
 3718 B  
 1377BRW607677

**SAFETY AND SITE SUPPORT  
 OFFICE OF LAND SURVEYING**  
 IN THE MATTER OF THE APPLICATION OF THE  
 CITY OF NEW YORK  
 RELATIVE TO A CERTAIN PART OF THE MAPS FOR IMPROVEMENT  
 McCLEAN AVENUE, FOCH AVENUE, OLYMPIA BOULEVARD,  
 MALLORY AVENUE, LAMPORT BOULEVARD, KENSINGTON  
 AVENUE, BICOME AVENUE, BICOMA AVENUE  
 BORO OF BROOKLYN COUNTY, N.Y.

**DAMAGE & ACQUISITION MAP**  
 No. 4256

DATE: 08/19/21  
 SHEET: 16 OF 35

NO.	DATE	DESCRIPTION	BY	APPROV.
1		ISSUED AS APPROVED MAP COMMENTS	KK	APPD
2		ISSUED AS PER LAW DEPARTMENT COMMENTS	WF	
3		ISSUED AS PER ENGINEER COMMENTS	WF	
4		ISSUED AS PER REPAIRED SURVEY	KK	
5		ISSUED AS PER REPAIRED SURVEY	KK	
6		ISSUED AS PER REPAIRED SURVEY	KK	
7		ISSUED AS PER REPAIRED SURVEY	KK	
8		ISSUED AS PER REPAIRED SURVEY	KK	
9		ISSUED AS PER REPAIRED SURVEY	KK	

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**KURT KREMER, L.S.**  
 DEPUTY DIRECTOR  
 OFFICE OF LAND SURVEYING

**OLTON OLIVER, L.S.**  
 OFFICE OF LAND SURVEYING

**I. BLAKE**  
 PARTY CHIEF

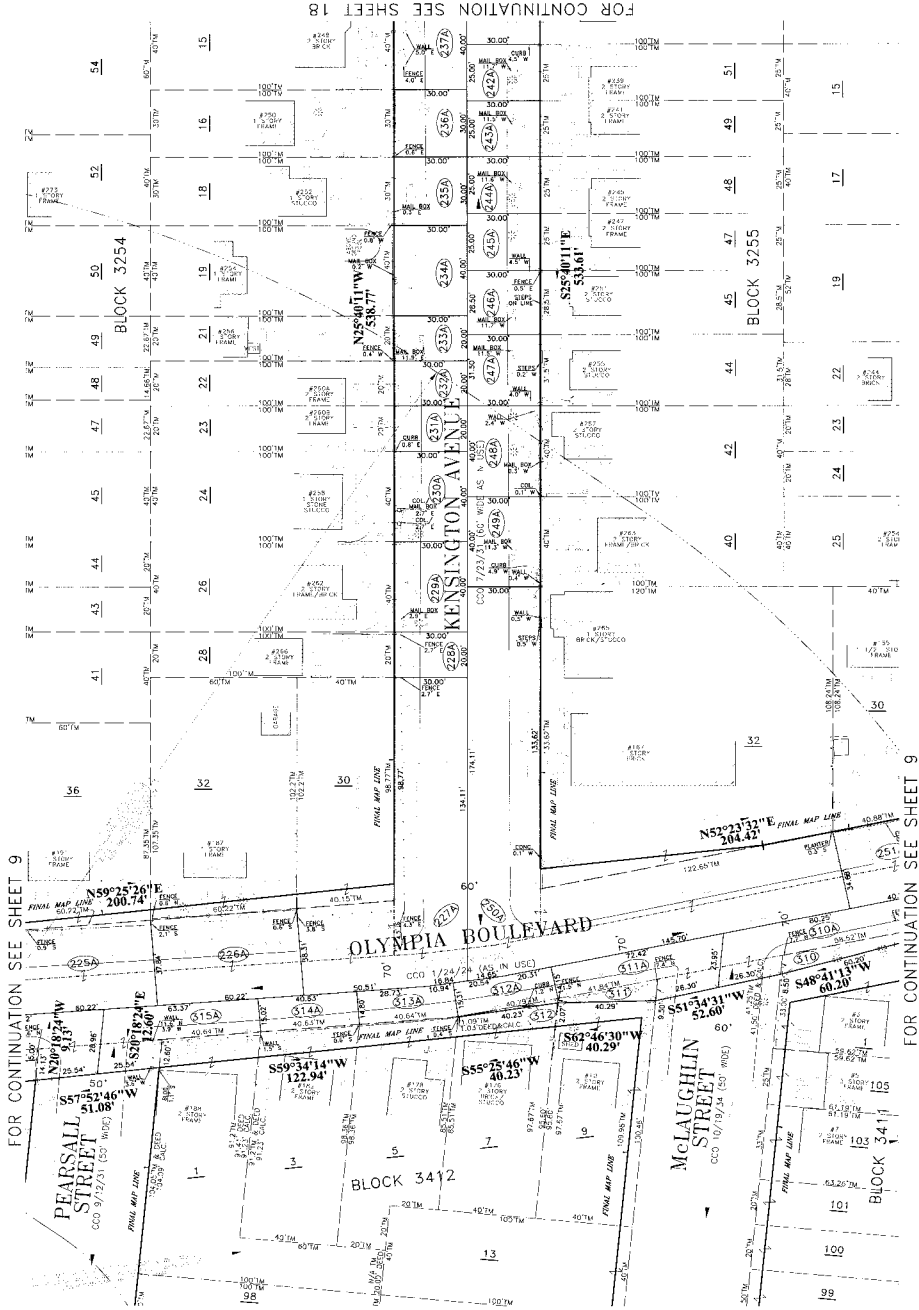
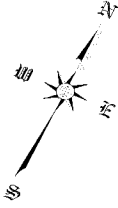
**COMPUTATION: W. PRZADZA, CHECKED: A. VOLOVICH**

**DRAWN: W. PRZADZA**

**FIELD EDITED:**

# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 17 OF 35



FOR CONTINUATION SEE SHEET 9

FOR CONTINUATION SEE SHEET 18

FOR CONTINUATION SEE SHEET 9

 Department of Design and Construction HARRY TRUMAN 3718 B 13186th/60777	SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING IN THE MATTER OF THE ERIKSON CITY OF NEW YORK RELATIVE TO ACQUIRING TITLE IN FEE SIMPLE ABSOLUTE TO PROPERTY LOCATED IN PART THEREOF INCLUDING PARTS OF MAP CAN. LOCATED IN BLOCK 3412, 3254, 3255, MALLERY AVENUE, LAUREL BOWLING ALLEYS, KENSINGTON AVENUE, LEROME AVENUE, BIONIA AVENUE BOROUGH OF BROTHERS ISLAND CITY AND STATE OF NEW YORK
	DAMAGE & ACQUISITION MAP No. 4256 DATE: 02/02/22 SHEET 17 OF 35

REVISIONS				
No.	DATE	DESCRIPTION	BY	APP'D
1		ISSUED AS PER CITY DEPARTMENT COMMENTS	W.F.	K.K.
2		ISSUED AS PER CITY DEPARTMENT COMMENTS	W.F.	K.K.
3		ISSUED AS PER CITY DEPARTMENT COMMENTS	W.F.	K.K.
4		ISSUED AS PER CITY DEPARTMENT COMMENTS	W.F.	K.K.
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9		ISSUED AS PER CITY DEPARTMENT COMMENTS	W.F.	K.K.

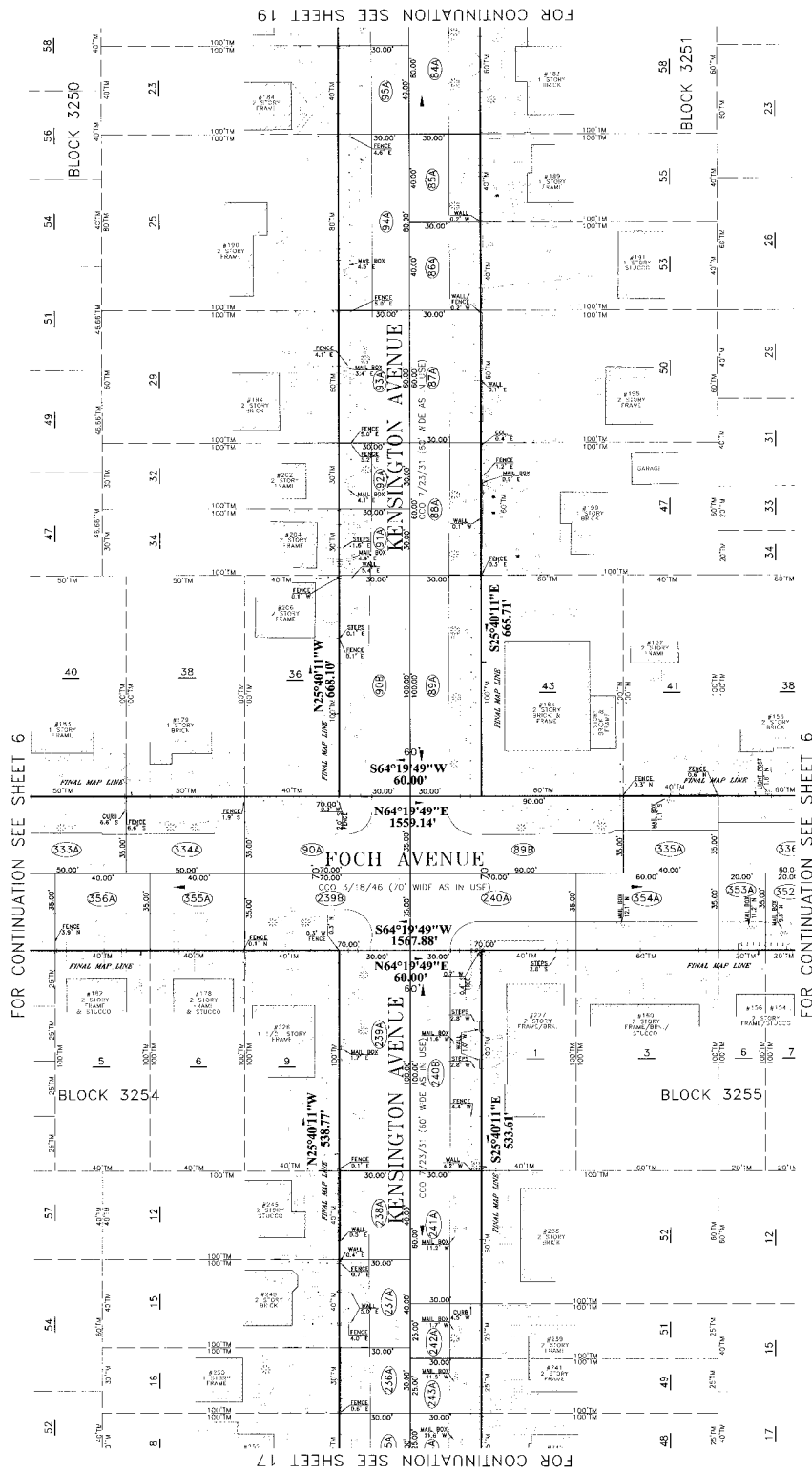
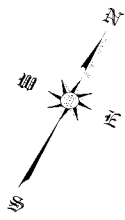
KURT KRAMER, L.S.  
 OFFICE OF LAND SURVEYING  
 CLYTON OLIVER, L.S.  
 OFFICE OF LAND SURVEYING

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 L.B. LAKE  
 PARTY CHIEF  
 COMPARISON W. PRZYZKA CHECKED A. VOLOVICH  
 DRAFTED W. PRZYZKA  
 FIELD EDITED

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# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 18 OF 35



**Department of Design and Construction**  
 SAFETY AND SITE SUPPORT  
 OFFICE OF LAND SURVEYING  
 IN THE MATTER OF THE APPLICATION OF THE  
 CITY OF NEW YORK  
 RELATIVE TO ACQUIRING TITLE IN THE NAME ABSOLUTE TO PROPERTY  
 MACLEEN AVENUE, FOCH AVENUE, CLYBURN BOULEVARD,  
 MALLORY AVENUE, LAMPORT BOULEVARD, KENSINGTON  
 AVENUE, JEROME AVENUE, BIONIA AVENUE  
 CORPORATION OF STATEN ISLAND  
 CITY AND STATE OF NEW YORK

**DAMAGE & ACQUISITION MAP**  
 No. 4256  
 DATE: 08/20/13  
 SHEET 18 OF 35

No.	DATE	DESCRIPTIONS	REVISORS
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2		REVISED TO ADDRESS COMMENTS	KK
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100		REVISED TO ADDRESS COMMENTS	KK

HURT REAMER, L.L.S.  
 OFFICE OF LAND SURVEYING

OLTON OUBER, L.L.S.  
 OFFICE OF LAND SURVEYING

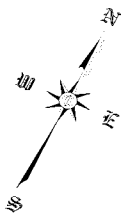
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PARTY CHIEF: I. BLAKE  
 COMPUTATION: W. PRZOSKA, CHECKED: A. YOLOVICH  
 DRAFTED: W. PRZOSKA  
 FIELD-EDITED:

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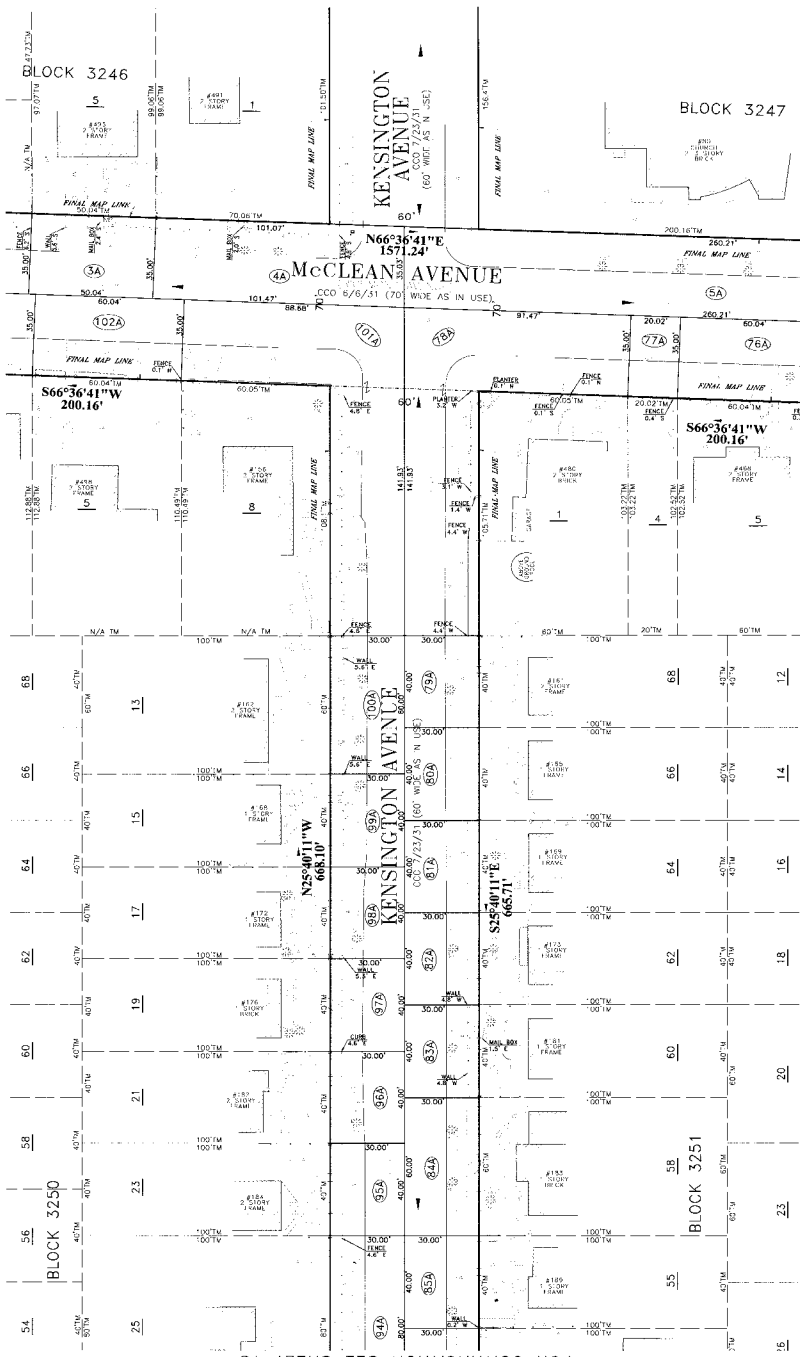
# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 19 OF 35



FOR CONTINUATION SEE SHEET 3

FOR CONTINUATION SEE SHEET 3



FOR CONTINUATION SEE SHEET 18

**Department of Design and Construction**

19WRT1030  
3718 B  
1377836W026777

**SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING**

IN THE MATTER OF THE ACQUISITION OF THE CITY OF NEW YORK

RELATIVE TO ACQUIRING TITLE IN FAVOR OF THE PROPERTY FOR THE REPAIR AND IMPROVEMENT OF THE HIGHWAY, WALLORY AVENUE, LAMPYR BOULEVARD, KENSINGTON AVENUE, JEROME AVENUE, BRONX AVENUE

EMPHASIS OF STATUTE, LAW CITY AND STATE OF NEW YORK

**DAMAGE & ACQUISITION MAP**

**DAMAGE No. 4256**

DATE: 09/20/21

SHEET 19 OF 35



No.	DATE	DESCRIPTIONS	BY	APPROVED
1	09/20/21	UPDATED AS PER DECISIONS DATED 11/09/21	R.K.	
2	09/20/21	UPDATED AS PER DECISIONS DATED 11/09/21	R.K.	
3	09/20/21	UPDATED AS PER DECISIONS DATED 11/09/21	R.K.	
4	09/20/21	UPDATED AS PER DECISIONS DATED 11/09/21	R.K.	
5	09/20/21	UPDATED AS PER DECISIONS DATED 11/09/21	R.K.	

HURT KEMMERLIS  
OFFICE OF LAND SURVEYING

OLYON OLIVERLS  
OFFICE OF LAND SURVEYING

BLAKE

PARTY CHIEF

COMPUTATION W. PRIZAKA CHECKED A. VOLOVICH

DRAWN W. PRIZAKA

FIELD EDITED

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DATE: 09/20/21

19WRT1030





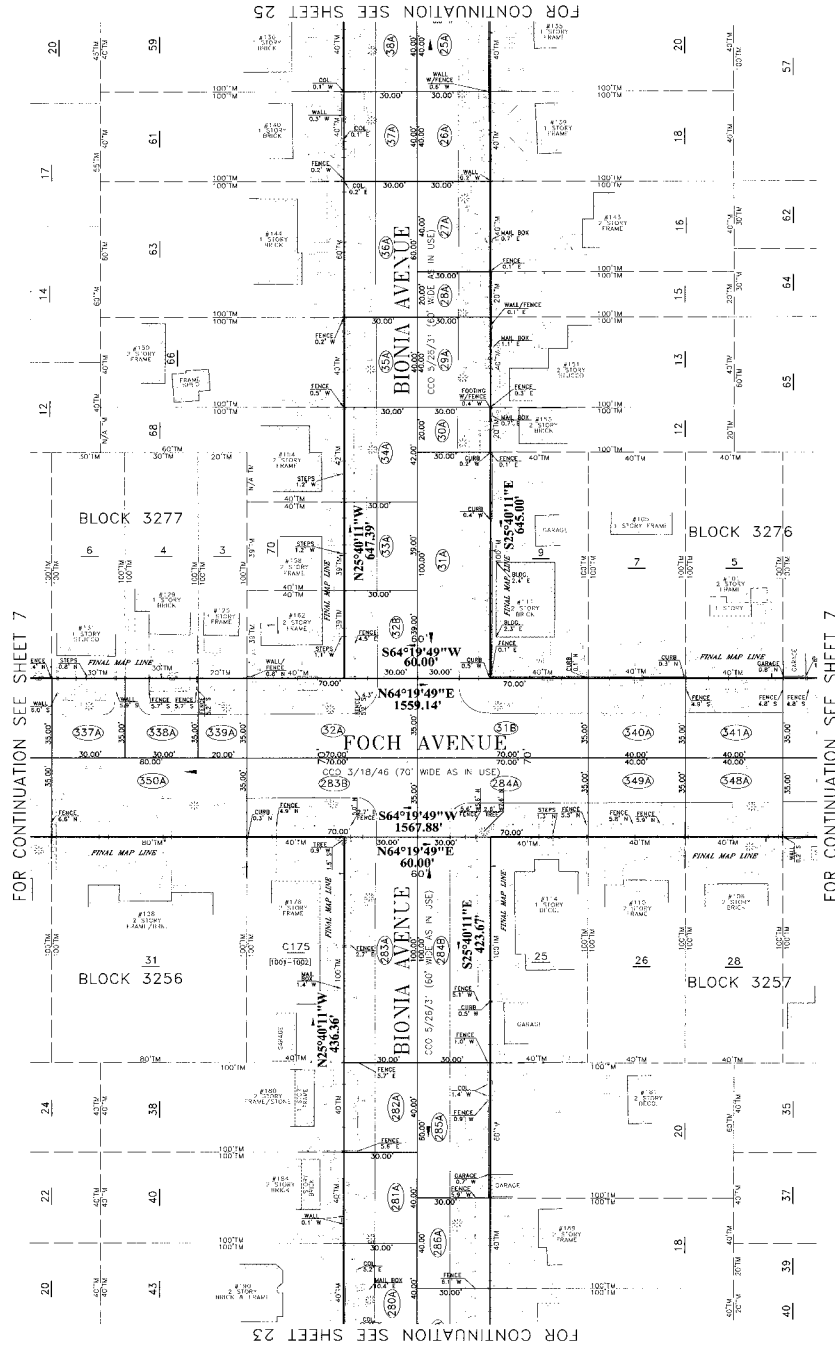
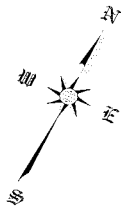






# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 24 OF 35



**Department of Design and Construction**

HPRI:132B  
3718 B  
137 BR006637677

**SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING**

IN THE MATTER OF THE ERIKSON DEVELOPMENT OF THE CITY OF NEW YORK

RELATIVE TO ACQUISITION TITLE BY FREE EMPLE ABSOLUTE TO PROPERTY LOCATED IN STATEN ISLAND INCLUDING PARCELS OF MAP No. 4256, COMMENCING AT THE CORNER OF MALLORY AVENUE, LAMORSE BOULEVARD, KENSINGTON AVENUE, JEROME AVENUE, BIONIA AVENUE, BROADWAY AND STATE ISLAND CITY AND STATE STREET NETWORK

**DAMAGE & ACQUISITION MAP**  
No. 4256

DATE: 02/02/22  
SHEET 24 OF 35

No.	DATE	DESCRIPTIONS	BY	APPROD
6		REVISED TO ADDRESS COMMENT	KK	
5		REVISED TO ADDRESS COMMENT	KK	
4		REVISED TO ADDRESS COMMENT	KK	
3		REVISED TO ADDRESS COMMENT	KK	
2		REVISED TO ADDRESS COMMENT	KK	
1		REVISED TO ADDRESS COMMENT	KK	

ALVIN KRUMHOLTZ, L.L.S.  
OFFICE OF LAND SURVEYING

DATE: 02/02/22

FOR CONTINUATION SEE SHEET 23

FOR CONTINUATION SEE SHEET 25

FOR CONTINUATION SEE SHEET 7

FOR CONTINUATION SEE SHEET 7

BLOCK 3277

BLOCK 3276

BLOCK 3256

BLOCK 3257

BIONIA AVENUE

FOCH AVENUE

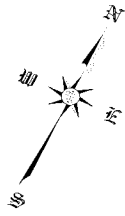
Annotations include bearings such as  $N25^{\circ}40'11''W$  and  $S64^{\circ}19'49''E$ , and distances like 436.36', 60.00', 1567.88', and 423.67'.

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PARTY CHIEF: I. B. JANE  
COMPUTATION: W. PRASADA  
CHECKED: A. VOLOCH  
DRAFTED: W. PRASADA  
FIELD EDITED:

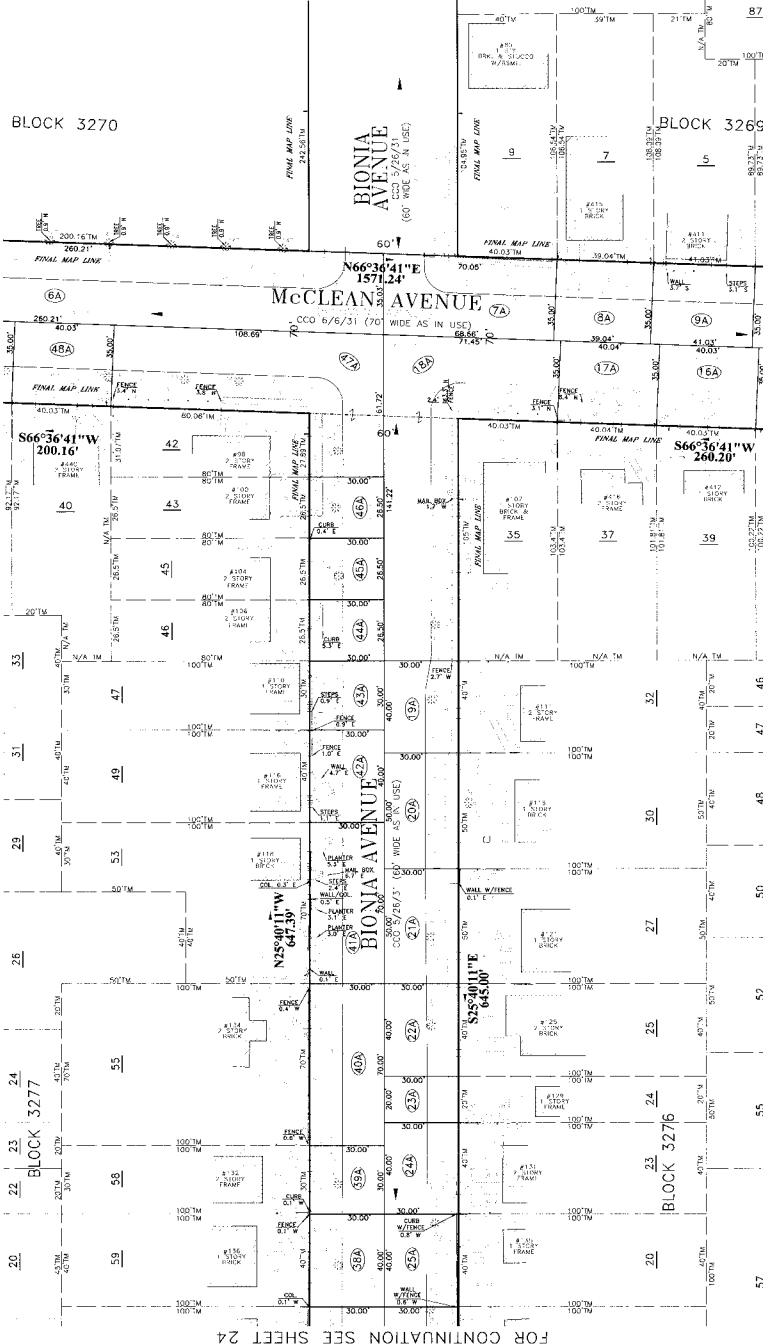
# DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 25 OF 35



FOR CONTINUATION SEE SHEET 4

FOR CONTINUATION SEE SHEET 4



**Department of Design and Construction**

**SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING**  
IN THE MATTER OF THE APPLICATION OF THE CITY OF NEW YORK

RELATIVE TO ACQUIRING TITLE IN FEE SIMPLE ABSOLUTE TO PROPERTY:  
MCCLEAN AVENUE, FOCH AVENUE, CLYMER BOULEVARD, MALLORY AVENUE, LAMPPOST BOULEVARD, KENSINGTON AVENUE, JEROME AVENUE, BIONIA AVENUE

**DAMAGE & ACQUISITION MAP**  
No. 4256

DATE: 02/01/22

SHEET 25 OF 35

NO.	DATE	DESCRIPTION	BY	APPROVED
1		REVIEWED TO ADDRESS COMMENTS	W.P.	K.K.
2		UPDATED AS PER LAW DEPARTMENT COMMENTS	W.P.	K.K.
3		UPDATED AS PER LAW DEPARTMENT COMMENTS	W.P.	K.K.
4		UPDATED AS PER LAW DEPARTMENT COMMENTS	W.P.	K.K.
5		UPDATED AS PER LAW DEPARTMENT COMMENTS	W.P.	K.K.
6		UPDATED AS PER LAW DEPARTMENT COMMENTS	W.P.	K.K.
7		UPDATED AS PER LAW DEPARTMENT COMMENTS	W.P.	K.K.
8		UPDATED AS PER LAW DEPARTMENT COMMENTS	W.P.	K.K.
9		UPDATED AS PER LAW DEPARTMENT COMMENTS	W.P.	K.K.
10		UPDATED AS PER LAW DEPARTMENT COMMENTS	W.P.	K.K.

**REVISIONS**

10/11/21  
3718  
13711888-067877

HURT KIMBERLIS  
OFFICE OF LAND SURVEYING

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PARTY CHIEF: I. BLAKE  
COMPUTATION: W. PRZYMKA, CHECKED: A. VLOVICH  
DRAWN: W. PRZYMKA  
FIELD EDITED:

Sheet No. 150007370101-10172000-02572-DMA in South Beach Block #4256

DAMAGE & ACQUISITION MAP #4256

MAP No. 4256 SHEET 26 OF 35

Table with columns: DAMAGE PARCEL NO., BLOCK NO., LOT NO., REPUTED OWNER(S), AREA IN SQ. FEET (TAKEN, REMAINING), LOCATION, REMARKS, ASSESSED VALUATIONS (2016-2017, 2017-2018, 2018-2019 ACTUAL, 2018-2019 PROGRATED), WETLANDS DELINEATION AREAS (WETLANDS, ADA TO WETLANDS, REMAINING).

NOTES: \* - TOTAL AREA FOR MAP No. 4256 AND MAP No. 4256

Department of Design and Construction, SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING, IN THE WATER OF THE JURISDICTION OF THE CITY OF NEW YORK, DAMAGE & ACQUISITION MAP No. 4256

Table with columns: NO., DATE, DESCRIPTIONS, PREPARED BY, APPROVED BY, COMMENTS.

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DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 28 OF 35

Table with columns: ADJACENT PARCEL NO., ADJACENT/ADJACENT BLOCK NO. TO LOT NO., REPUTED OWNER(S) OF ADJACENT LOT\*, AREA IN SQ. FEET TAKEN/REMAINING, LOCATION, REMARKS, ASSESSED VALUATIONS (2016-2017, 2017-2018, 2018-2019), WETLANDS DELINEATION AREAS (WETLANDS, ADJ. TO WETLANDS, REMAINING).

SAFETY AND SITE SUPPORT  
OFFICE OF LAND SURVEYING  
IN THE WATER OF THE APPLICATION OF THE  
CITY OF NEW YORK  
Department of Design and Construction  
HWY 152B  
3718 B  
13188th/677

REVIEWED TO ADDRESS COMMENTS  
LIMITED AS PER LAW ENFORCEMENT COMMENTS  
UPDATED AS PER LAW ENFORCEMENT COMMENTS  
UPDATED AS PER LAW ENFORCEMENT COMMENTS  
UPDATED AS PER LAW ENFORCEMENT COMMENTS  
DATE: 08/10/13

NO. DATE  
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2 02/10/13  
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6 02/10/13  
7 02/10/13  
8 02/10/13  
9 02/10/13  
10 02/10/13

CLYTON W. FORT  
OFFICE OF LAND SURVEYING

ROBT. FRANKLIN  
OFFICE OF LAND SURVEYING

BLAKE  
COMBINATION  
W. FRANKLIN  
DRAFTED  
FIELD EDITED

NOTE:  
\* - THE REPUTED OWNER MAY OR MAY NOT HAVE AN INTEREST IN THE DAMAGED PARCEL.

DAMAGE & ACQUISITION MAP #4256

MAP No. 4256 SHEET 29 OF 35

Table with columns: DAMAGE PARCEL NO., ADJACENT BLOCK NO., ADJACENT OWNER'S NAME, AREA IN SQ. FEET TAKEN, LOCATION, REMARKS, ASSESSED VALUATIONS (2016-2017, 2017-2018, 2018-2019), WETLANDS DELINEATION AREAS (WETLANDS, ADJ. TO WETLANDS, REMAINING).

NY State Department of Design and Construction

SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING IN THE MATTER OF THE APPLICATION OF THE CITY OF NEW YORK

Relative to Acquiring Title in Fee Simple Absolute to Property Located at 100 WEST 100TH STREET, NEW YORK, NEW YORK, 10024



NY State Department of Design and Construction

NY State Department of Design and Construction

NY State Department of Design and Construction

NY State Department of Design and Construction

NY State Department of Design and Construction

NO. 1:

\* = THE REPLICATED OWNER MAY OR MAY NOT HAVE INTEREST IN THE DAMAGE PARCEL.

NY State Department of Design and Construction

DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 30 OF 35

Table with columns: DAMAGE PARCEL NO., ADJACENT BLOCK NO., TO LOT NO., REPUTED OWNER(S) OF ADJACENT LOT, AREA IN SQ. FEET TAKEN, REMAINING, LOCATION, REMARKS, ASSESSED VALUATIONS (2016-2017, 2017-2018, 2018-2019), WETLANDS DELINEATION AREAS (WETLANDS, ABJ. TO WETLANDS, REMAINING).

Department of Design and Construction, SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING, IN THE MATTER OF THE APPLICATION OF THE CITY OF NEW YORK, DAMAGE & ACQUISITION MAP No. 4256, DATE 05/19/13, SHEET 30 OF 35.

NOTE: \* - THE TENTED OWNERS MAY OR MAY NOT HAVE INTEREST IN THE DAMAGE PARCEL

DAMAGE & ACQUISITION MAP #4256

MAP No. 4256  
SHEET 31 OF 35

Table with columns: DAMAGE PARCEL NO., ADJACENT/ADAC BLOCK NO. TO LOT NO., REPUTED OWNER(S) OF ADJACENT LOT, AREA IN SQ. FEET TAKEN/REMAINING, LOCATION, REMARKS, ASSESSED VALUATIONS (2016-2017, 2017-2018, 2018-2019), WETLANDS DELINEATION AREAS (WETLANDS, ADJ. TO WETLANDS, REMAINING).

NYC Department of Design and Construction  
SAFETY AND SITE SUPPORT  
OFFICE OF LAND SURVEYING  
IN THE MATTER OF THE APPLICATION OF THE  
CITY OF NEW YORK  
140R11308  
371B B  
T311816607877

Table with columns: NO., DATE, REVISIONS, DECISIONS, APPROVED BY.

OFFICE OF LAND SURVEYING  
DIRECTOR  
OFFICE OF LAND SURVEYING  
FIELD EDITED  
DATE: 08/10/13

NOTE: \* - THE REPUTED OWNER MAY OR MAY NOT HAVE INTEREST IN THE DAMAGED PARCEL.

DAMAGE & ACQUISITION MAP #4256

MAP No. 4256 SHEET 32 OF 35

Table with columns: DAMAGE PARCEL NO., ADJACENT BLOCK NO., TO LOT NO., REPUTED OWNERS OF ADJACENT LOT, AREA IN SQ. FEET TAKEN, REMAINING, LOCATION, REMARKS, ASSESSED VALUATIONS (2016-2017, 2017-2018, 2018-2019), WETLANDS DELINEATION AREAS (WETLANDS, ADJ. TO WETLANDS, REMAINING).

Department of Design and Construction, NY State Office of General Services, 3718 B, 131-8867877, SAFETY AND SITE SURVEYING OFFICE OF LAND SURVEYING IN THE MATTER OF THE APPLICATION OF THE CITY OF NEW YORK.

Table with columns: No., DATE, DESCRIPTIONS, COMMENTS, REVISIONS, APPROVED BY.

NOTICE: \* - THE REPUTED OWNER MAY OR MAY NOT HAVE INTEREST IN THE CHARGED PARCEL. I BLAKE, W. PRZODKA, A. VOLKOVICH, CURT MAGERLIS, OFFICE OF LAND SURVEYING.

DAMAGE & ACQUISITION MAP #4256

MAP No. 4256 SHEET 33 OF 35

Table with columns: DAMAGE PARCEL NO., ADJACENT BLOCK NO., ADJACENT LOT NO., REPUTED OWNERS OF ADJACENT LOT, AREA IN SQ. FEET TAKEN, REMAINING, LOCATION, REMARKS, ASSESSED VALUATIONS (2016-2017, 2017-2018, 2018-2019), WETLANDS DELINEATION AREAS (WETLANDS, ADJ. TO WETLANDS, REMAINING).

Department of Design and Construction, SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING, IN THE MATTER OF THE REDEMPTION OF THE CITY OF NEW YORK, MAP No. 4256, DAMAGE & ACQUISITION MAP, No. 4256, CITY AND STATE OF NEW YORK.

DAMAGE & ACQUISITION MAP #4256

MAP No. 4256 SHEET 34 OF 35

Table with columns: DAMAGE PARCEL NO., ADJACENT BLOCK NO., TO LOT NO., REPUTED OWNER(S) OF ADJACENT LOT, AREA IN SQ. FEET TAKEN, REMAINING, LOCATION, REMARKS, ASSESSED VALUATIONS (2016-2017, 2017-2018, 2018-2019), WETLANDS DELINEATION AREAS (WETLANDS, ADJ. TO WETLANDS, REMAINING).

SAFETY AND SITE SUPPORT OFFICE OF LAND SURVEYING IN THE MATTER OF THE APPLICATION OF THE CITY OF NEW YORK...

Department of Construction HWR 1328 3718 B TS 1828-60797

REVISIONS table with columns: No., Description, Date, By, App'd.

OFFICE OF LAND SURVEYING, KURT KRAMERLIS, DEPUTY DIRECTOR, OFFICE OF LAND SURVEYING

NOTE: \* - THE REPUTED OWNER MAY OR MAY NOT HAVE INTEREST IN THE DAMAGE PARCEL. COPYRIGHT © 2020 PRESIDENT ELECTORS OF STATEN ISLAND

