



THE CITY RECORD

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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

CITY COUNCIL

HEARINGS

HEARING BY THE COMMITTEE ON RULES, PRIVILEGES AND ELECTIONS

THE COMMITTEE ON RULES, PRIVILEGES AND ELECTIONS WILL HOLD A HEARING ON WEDNESDAY, APRIL 22 AT 10:00 A.M. IN THE COUNCIL CHAMBERS, CITY HALL, NEW YORK, NEW YORK 10007 ON THE FOLLOWING MATTERS:

Advice and Consent

● **Pre-considered M**, Communication from the Mayor submitting the name of Margery H. Perlmutter for re-appointment as a member of the New York City Landmarks Preservation Commission ("LPC") pursuant to §§ 31 and 3020 of the *New York City Charter*. Should Ms. Perlmutter receive the advice and consent of the Council, she will serve the remainder of a three-year term that expires on June 28, 2011.

● **M-1353**, Communication from the Mayor submitting the name of Ms. Betty Y. Chen for re-appointment as a member of the New York City Planning Commission pursuant to §§ 31 and 192 of the *New York City Charter*. Should Ms. Chen receive the advice and consent of the Council, she will be eligible to serve the remainder of a five-year term that expires on June 30, 2013.

● **M-1354**, Communication from the Mayor submitting the name of Nancy G. Chaffetz for appointment as a member of the New York City Civil Service Commission pursuant to §§ 31 and 813 of the *New York City Charter*. Should Ms. Chaffetz receive the advice and consent of the Council, she will be eligible to serve the remainder of a six-year term that expires on March 21, 2011.

● **M-1355**, Communication from the Mayor submitting the name of Stephen Byrns for re-appointment as a member of the New York City Landmarks Preservation Commission ("LPC") pursuant to §§ 31 and 3020 of the *New York City Charter*. Should Mr. Byrns receive the advice and consent of the Council, he will serve the remainder of a three-year term that expires on June 28, 2011.

Appointment

● **Pre-considered M**, Robert L. Cohen, M.D., candidate for appointment by the Council to the New York City Board of Correction pursuant to § 626 of the *New York City Charter*. If Dr. Cohen is appointed, he will be eligible to serve for the remainder of a six-year term expiring on October 12, 2011.

AND SUCH OTHER BUSINESS AS MAY BE NECESSARY

A calendar of speakers will be established in advance. Persons interested in being heard should write to the Honorable Christine C. Quinn, Speaker of the City Council, City Hall, New York, New York 10007, setting forth their name, representation and viewpoints.

Michael M. McSweeney
City Clerk, Clerk of the Council

a15-22

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF REAL ESTATE SERVICES

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT A REAL PROPERTY PUBLIC HEARING ON ACQUISITIONS AND DISPOSITIONS, in accordance with Section 824 of the New York City Charter, will be held at 10:00 A.M. on May 6, 2009 in the second floor conference room, 22 Reade Street, in Manhattan.

In the matter of a proposed lease for The City of New York, as Tenant, of approximately 25,909 rentable square feet of space on the 1st, 4th and 7th floors in a building located at 1 Edgewater Plaza (Block 2820, Lot 95) in the Borough of Staten Island for the Board of Elections to use as storage and office space, or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

The proposed lease shall be for a period of twenty (20) years from execution and delivery of lease, at an annual rent of \$536,803.00 (\$20.72 per square foot) for the first three (3) years, \$617,323.00 (\$23.83 per square foot) for the next two (2) years, \$709,922.00 (\$27.40 per square foot) for the next five (5) years, \$816,410.00 (\$31.51 per square foot) for the next five (5) years, and \$938,872.00 (\$36.24 per square foot) for the last five (5) years, payable in equal monthly installments at the end of each month.

The lease may be terminated by the Tenant at the end of five (5) years, or at any time thereafter, provided the Tenant gives the Landlord 365 days' prior written notice. In the event that the lease is terminated in whole or as to the entire 1st floor and the entire 4th floor by the Tenant during the 6th-10th years, the Tenant shall pay to the Landlord the sum of \$175,000, during the 11th-15th years, the sum of \$150,000, and during the 16th-20th years, the sum of \$125,000. In the event of termination by the Tenant of just the 1st floor during the 6th-10th years, the fee paid shall be \$26,250, during the 11th-15th years \$22,500, and during the 16th-20th years \$18,750. In the event of termination by the Tenant of just the 4th floor during the 6th-10th years, the fee paid shall be \$148,750, during the 11th-15th years \$127,500, and during the 16th-20th years \$106,250. There will be no fee due or payable with respect to Tenant's termination of Room 705 or Room 723.

Further information, including public inspection of the proposed lease may be obtained at One Centre Street, Room

2000 North, New York, N.Y. 10007. To schedule an inspection, please contact Chris Fleming at (212) 669-7497.

Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contract Services, Public Hearings Unit, 253 Broadway, Room 915, New York, N.Y. 10007, (212) 788-7490, no later than FIVE (5) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING.

TDD users should call VERIZON relay services.

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CITY PLANNING COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT RESOLUTIONS Have been adopted by the City Planning Commission scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street New York, New York, on Wednesday, April 22, 2009, commencing at 10:00 A.M.

BOROUGH OF MANHATTAN

No. 1

TIMES SQUARE BID

CDs 4 & 5 N 090346 BDM

IN THE MATTER OF an application submitted by the Department of Small Business Services on behalf of the Times Square Business Improvement District pursuant to Section 25-405 of the Administrative Code of the City of New York, as amended, concerning the amendment of the Times Square Business Improvement District.

No. 2 BATTERY PARK CITY SITE 3

CD 1 N 090306 ZRM

IN THE MATTER OF an application submitted by the Battery Park City Authority pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, concerning Article VII, Chapter 4 (Special Battery Park City District) relating to paragraph (e) of Section 84-144 (Location of Curb Cuts) on the east side of Battery Place between Second Place and Third Place.

Matter Underlined is new, to be added;
Matter in ~~Strikethrough~~ is old, to be deleted;
Matter within # # is defined in Section 12-10;

84-144
Location of curb cuts

Curb cuts are permitted only in the areas or locations indicated in Appendices 2.6 and 3.5. The aggregate width of all curb cuts provided for any #development# shall not exceed 20 feet, except that:

- (a) for the #zoning lot# bounded to the north by a mapped public place, to the west by North Park, to the south by Chambers Street, and to the east by Marginal Street, the aggregate width of all curb cuts shall not exceed 40 feet;
- (b) for the #zoning lot# bounded by Warren Street to the north, River Terrace to the west, North End Avenue to the east and Park Place West to the south, the aggregate width of all curb cuts shall not exceed 30 feet, comprised of two 15 foot curb cuts;
- (c) for the #zoning lot# bounded by Murray Street to the north, River Terrace to the west, North End Avenue to the east and Vesey Place to the south, the aggregate width of all curb cuts shall not exceed 40 feet, including a 25 foot wide curb cut to the #accessory# off-street parking facility;
- (d) for the #zoning lot# south of First Place and east of Battery Place, the aggregate width of all curb cuts shall not exceed 50 feet;
- (e) for each #zoning lot# located on the east side of Battery Place;

- (1) between First Place and ~~Third~~ Second Place, the aggregate width of all curb cuts shall not exceed 40 feet;
 - (2) between Second Place and Third Place, the aggregate width of all curb cuts shall not exceed 50 feet; and
- (f) for the #zoning lot# south of First Place and west of Battery Place, the aggregate width of all curb cuts shall not exceed 24 feet.

**BOROUGH OF QUEENS
No. 3**

CORD MEYER-FOREST HILLS REZONING

CD 6 C 090283 ZMQ
IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City charter for an amendment of the Zoning Map, Section No.14a; by changing from an R1-2 District to an R1-2A* District property bounded by a line midway between 66th Avenue and 66th Road, 110th Street, 67th Road, 112th Street, the easterly centerline prolongation line of 67th Drive, the southwesterly service road of the Grand Central Parkway, the easterly centerline prolongation of 72nd Avenue, 72nd Avenue, a line 425 feet northeasterly of 112th Street, a line midway between 72nd Avenue and 72nd Road, 112th Street, 71st Avenue, 110th Street, 70th Road, and 108th Street, as shown on a diagram (for illustrative purposes only) dated March 2, 2009.

* Note: An R1-2A District is proposed to be created under a related application N 090282 ZRY for an amendment of the Zoning Resolution.

No. 4

SPECIAL LONG ISLAND CITY DISTRICT TEXT AMENDMENT

CD 2 N 090304 ZRQ
IN THE MATTER OF an application submitted by the New York City Department of City Planning pursuant to Section 200 of the New York City Charter for an amendment of the Zoning Resolution of the City of New York, relating to Article XI, Chapter 7 to modify certain provisions concerning the Queens Plaza, Court Square, and Hunters Point subdistricts of the Special Long Island City Mixed Use District.

Matter Underlined is new, to be added;
 Matter in ~~Strikeout~~ is old, to be deleted;
 Matter within # # is defined in Section 12-10;
 * * * indicate where unchanged text appears in the Zoning Resolution

Article III – Commercial District Regulations

**Chapter 7
Special Urban Design Regulations**

**37-40
OFF-STREET RELOCATION OR RENOVATION OF A SUBWAY STAIR**

Where a #development# or #enlargement# is constructed on a #zoning lot# of 5,000 square feet or more of #lot area# that fronts on a portion of a sidewalk containing a stairway entrance or entrances into a subway station located within the #Special Midtown District# as listed in Section 81-46, the #Special Lower Manhattan District# as listed in Section 91-43, the #Special Downtown Brooklyn District# as listed in Section 101-43, ~~the #Special Long Island City Mixed Use District# as described in Section 117-44,~~ the #Special Union Square District# as listed in Section 118-60 and those stations listed in the following table, the existing entrance or entrances shall be relocated from the #street# onto the #zoning lot#. The new entrance or entrances* shall be provided in accordance with the provisions of this Section.

Article XI - Special Purpose Districts

**Chapter 7
Special Long Island City Mixed Use District**

**117-10
HUNTERS POINT SUBDISTRICT**

**117-23
Street Wall Location in Certain Designated Districts**

R6B M1-4/R6A M1-4/R6B M1-4/R7A M1-4/R7X M1-5/R8A
 In the districts indicated, the #street wall# of any #development# or #enlargement# containing #residences# shall be located no closer to nor further from the #street line# than the #street wall# of an adjacent existing #building#. However, the #street wall# of a #building# need not be located further from a #street line# than 15 feet. On #corner lots#, the #street wall# along one #street line# need not be located further from the #street line# than five feet. Existing #buildings# may be vertically enlarged by up to one #story# or 15 feet without regard to the #street wall# location provisions of this Section.

**117-40
COURT SQUARE SUBDISTRICT**

**117-401
General provisions**

The regulations governing #developments#, #enlargements#, #extensions# or changes of #use# within the Court Square Subdistrict of the #Special Long Island City Mixed Use District# are contained within Sections 117-40 through 117-45, inclusive. These regulations supplement the provisions of Sections 117-01 through 117-03, inclusive, of the #Special Long Island City Mixed Use District# and supersede the underlying districts.

Mandatory ~~pedestrian circulation and~~ subway improvements are ~~those~~ elements of the Subdistrict Plan which shall be built by the developer of the #zoning lot# to which they apply.

For the purposes of the mandatory ~~pedestrian circulation and~~ subway improvements in the Subdistrict, the #floor area# of the #development# or #enlargement# shall be the total amount of #floor area# resulting from #developments# or #enlargements# after August 14, 1986.

For the purposes of the mandatory ~~pedestrian circulation and~~ subway improvements in the Subdistrict, any tract of land consisting of two or more contiguous lots of record under single ownership or control as of March 1, 1986, shall be considered a single #zoning lot#.

**117-41
Court Square Subdistrict Plan**

The Subdistrict Plan for the Court Square Subdistrict specifies the location of Blocks 1, 2 and 3 and identifies the improvements to be provided in the District under the provisions of this Chapter. The elements of the Subdistrict Plan are set forth in Appendix B of this Chapter, which consists of the Subdistrict Plan Map and the Description of Improvements, and is incorporated into the provisions of this Chapter.

**117-42
Special Bulk and Use Regulations in the Court Square Subdistrict**

#Developments# or #enlargements# containing at least 70,000 square feet of #floor area# on #zoning lots# of at least 10,000 square feet are subject to the provisions of the underlying C5-3 District, as modified by Sections 117-40 through 117-45, inclusive.

Other #developments# or #enlargements# are subject to the #use# provisions of the underlying C5-3 District and the #bulk# provisions of an M1-4/R6B designated district pursuant to the regulations of Article XII, Chapter 3 (Special Mixed Use District), as modified by Sections 117-00 through 117-22, inclusive.

**117-421
Special bulk regulations**

- (a) #Developments# or #enlargements# that meet the minimum #floor area# and #zoning lot# standards of Section 117-44 and provide mandatory subway improvements as required by Section 117-44, may #develop# to a #floor area ratio# of 15.0. #Developments# or #enlargements# that do not meet the minimum standards of Section 117-44 shall not exceed the maximum #floor area ratio# of the designated district for the applicable #use#.
- (b) The following provisions shall not apply within the Court Square Subdistrict:

 Section 33-13 (Floor Area Bonus for a Public Plaza)
 Section 33-14 (Floor Area Bonus for Arcades)
 Section 33-26 (Minimum Required Rear Yards)
 Section 34-223 (Floor area bonus for a public plaza)
 Section 34-224 (Floor area bonus for an arcade)
 Section 34-23 (Modification of Yard Regulations).
- (c) The height and setback regulations of the underlying C5-3 District shall apply, except that:

- (1) No #building or other structure# shall exceed a height of 85 feet above the #base plane# within the area bounded by 23rd Street, 44th Road, a line 60 feet east of and parallel to 23rd Street, and a line 75 feet north of and parallel to 45th Road, and
- (2) On Blocks 1 and 3, the #street wall# of a #building# or other structure# shall be located on the #street line# or sidewalk widening line, where applicable, and extend along the entire #street# frontage of the #zoning lot# up to at least a height of 60 feet and a maximum height of 85 feet before setback. Recesses, not to exceed three feet in depth from the #street line#, shall be permitted on the ground floor where required to provide access to the #building#. Above the level of the second #story#, up to 30 percent of the #aggregate width of #street walls# may be located beyond the #street line#, provided no such recesses are within 15 feet of an adjacent #building#.

Above a height of 85 feet, the underlying height and setback regulations shall apply. However, the underlying tower regulations shall be modified to permit portions of #buildings# that exceed a height of 85 feet to be set back at least five feet from a #wide street line#, provided no portion of such #building# that exceeds a height of 85 feet is located within 15 feet of a #side lot line#. The provisions of this paragraph (c)(2) shall not apply to #enlargements# on #zoning lots# existing on (the effective date of amendment), where such #zoning lot# includes an existing #building# to remain with at least 300,000 square feet of #floor area#.

**117-423
Sidewalk widening**

For any #development# or #enlargement# on Block 3 with a building wall facing 45th Road, a sidewalk widening with a minimum depth of five feet and a maximum depth of ten feet shall be provided on 45th Road between 23rd Street and Jackson Avenue. Such sidewalk widening shall be a continuous, paved open area along the #front lot line# of the #zoning lot# at the same elevation as the adjoining sidewalk and directly accessible to the public at all times. Such sidewalk widening shall be unobstructed from its lowest level to the sky except for temporary elements of weather protection, such as awnings or canopies, provided that the total area (measured on the plan) of such elements does not exceed 20 percent of the sidewalk widening area, and that such elements and any attachments thereto are at least 8 feet above #curb level#, and that any post or other support for such element or any attachment to the support has a maximum horizontal dimension of 6 inches. No #street# trees, vehicle storage, parking or trash storage is permitted on such sidewalk widening.

* * *
**117-43
Mandatory Circulation Improvement**
 All #developments# or #enlargements# on #zoning lots# of at least 15,000 square feet that contain at least 50,000 square feet of #floor area# or on #zoning lots# of any size providing at least 200,000 square feet of #floor area# shall provide a minimum amount of pedestrian circulation space at the rate provided in the following table:

#Lot Area#	Minimum Area of Pedestrian Circulation Space
15,000 to 40,000 sq. ft.	1 sq. ft. per 250 sq. ft. of #floor area#
Above 40,000 sq. ft.	1 sq. ft. per 300 sq. ft. of #floor area#

The pedestrian circulation space provided shall be one or more of the following types: building entrance recess area, corner circulation space, sidewalk widening or subway stair relocation.

Such pedestrian circulation space shall meet the requirements set forth in Section 117-431 (Design standards for pedestrian circulation spaces). No sidewalk widenings or corner circulation spaces shall be permitted along 23rd Street within the Court Square Subdistrict.

**117-431
Design standards for pedestrian circulation spaces**

- (a) **Sidewalk widening**

 A sidewalk widening is a continuous, paved open area along the #front lot line# of a #zoning lot# at the same elevation as the adjoining sidewalk and directly accessible to the public at all times. A sidewalk widening shall meet the following requirements:
 - (1) **Dimensions**

 A sidewalk widening shall have a width no less than 5 feet nor greater than 10 feet measured perpendicular to the #street line#, and shall be contiguous along its entire length to a sidewalk.
 - (2) **Permitted interruptions**

 Only under the following conditions shall any interruptions of the continuity of a qualifying sidewalk widening be permitted.
 - (i) A sidewalk widening may be overlapped by a corner circulation space or a building entrance recess area that permits uninterrupted pedestrian flow.
 - (ii) An off street subway entrance may interrupt a sidewalk widening, provided such an entrance is located at a #side lot line# or is located at the intersection of two #street lines#.
 - (iii) A sidewalk widening may be overlapped by the queuing space of a relocated subway entrance, provided that the queuing space for the entrance leaves a 5-foot uninterrupted width of sidewalk widening along the entire length of the queuing space.
 - (iv) A sidewalk widening may be interrupted by a driveway that is located at a #side lot line#. The area occupied by the driveway, up to the width of the sidewalk widening, may be counted towards meeting the pedestrian circulation space requirement, provided that there shall be no change of grade within the area of the sidewalk widening.
 - (3) **Permitted obstructions**

 A sidewalk widening shall be unobstructed from its lowest level to the sky except for temporary elements of weather protection, such as awnings or canopies, provided that the total area

(measured on the plan) of such elements does not exceed 20 percent of the sidewalk widening area, and that such elements and any attachments thereto are at least 8 feet above the #curb level#, and that any post or other support for such element or any attachment to the support has a maximum horizontal dimension of 6 inches.

(4) Specific prohibitions

No #street# trees are permitted on a sidewalk widening. No vehicle storage, parking or trash storage is permitted on a sidewalk widening. Gratings may not occupy more than 50 percent of the sidewalk widening area nor be wider than one half the width of the sidewalk widening.

(5) Special design treatment

When one end of the sidewalk widening abuts an existing #building# on the #zoning lot# or an existing #building# on the #side lot line# of the adjacent #zoning lot#, design treatment of the termination of the sidewalk widening is required to smooth pedestrian flow. The portion of the sidewalk widening subject to design treatment, hereinafter called the transition area, shall not extend more than 10 feet along the sidewalk widening from its termination.

The transition area shall be landscaped and the paved portion shall have a curved or diagonal edge effecting a gradual reduction of its width over the length of the transition area to no width at the point of the sidewalk widening termination. The unpaved portion of such landscaped treatment shall not exceed 50 percent of the transition area and shall be considered a permitted obstruction.

(b) Corner circulation space

A corner circulation space is a small open space on the #zoning lot# of a #development# or #enlargement#, adjoining the intersection of two #streets#, at the same elevation as the adjoining sidewalk or sidewalk widening and directly accessible to the public at all times. A corner circulation space shall meet the following requirements:

(1) Dimensions

A corner circulation space shall have a minimum area of 200 square feet, a minimum depth of 15 feet measured along a line bisecting the angle of intersecting #street lines#, and shall extend along both #street lines# for at least 15 feet but not more than 40 feet from the intersection of the two #street lines#.

(2) Obstructions

A corner circulation space shall be clear of all obstructions, including, without limitation, door swings, building columns, #street# trees, planters, vehicle storage, parking or trash storage. No gratings except for drainage are permitted.

(3) Building entrances

Entrances to ground level #uses# are permitted from a corner circulation space. An entrance to a building lobby is permitted from a corner circulation space, provided that the entrance is at no point within 20 feet of the intersection of the two #street lines# which bound the corner circulation space.

(4) Permitted overlap

A corner circulation space may overlap with a sidewalk widening.

(e) Building entrance recess area

A building entrance recess area is a space which adjoins and is open to a sidewalk or sidewalk widening for its entire length and provides unobstructed access to the building's lobby entrance. A building entrance recess area shall meet the following requirements.

(1) Dimensions

A building entrance recess area shall have a minimum length of 15 feet and a maximum length of 40 feet measured parallel to the #street line#. It shall have a maximum depth of 15 feet measured from the #street line#, and if it adjoins a sidewalk widening shall have a minimum depth of 10 feet measured from the #street line#.

(2) Obstructions

A building entrance recess area shall either be completely open to the sky or completely under an overhanging portion of the #building# with a minimum clear

height of 15 feet. It shall be free of obstructions except for building columns, between any two of which there shall be a clear space of at least 15 feet measured parallel to the #street line#. Between a building column and a wall of the #building# there shall be a clear path at least 5 feet in width.

(2) Permitted overlap

A building entrance recess area may overlap with a sidewalk widening or a corner circulation space.

117-44 Mandatory Subway Improvements

#Developments# or #enlargements# containing at least 70,000 square feet of total #floor area# on #zoning lots# of at least 10,000 square feet shall provide mandatory subway improvements as described in Appendix B of this Chapter

(a) #Zoning lots# with at least 5,000 square feet of #lot area#

#Developments# or #enlargements# on #zoning lots# with 5,000 square feet or more of #lot area#, which front on a sidewalk containing a sidewalk entrance(s) into a subway, shall relocate the stairway or entrance(s) to the subway onto the #zoning lot# in accordance with the provisions of Section 37-40 (Off-Street Relocation or Renovation of a Subway Stair), with the exception that, in addition to the waivers provided by Section 37-44, the additional standards for location, design and hours of public accessibility contained in Section 37-41 may be waived upon a finding by the Metropolitan Transportation Authority that they are undesirable or unnecessary to ensure a good overall design.

(b) #Zoning lots# with at least 10,000 square feet of #lot area#

#Developments# or #enlargements# on Blocks 1, 2 or 3, identified in Appendix B (Court Square Subdistrict Plan Map and Description of Improvements) of this Chapter, containing at least 70,000 square feet of #floor area# on #zoning lots# of at least 10,000 square feet of #lot area# shall provide mandatory subway improvements as described in paragraph (a) for Block 1, paragraph (b) for Block 2 and paragraph (c)(1) for Block 3 in Appendix B.

In addition, on #-Block # 3, any #development# or #enlargement# containing at least 300,000 square feet of total #floor area# or any #development# or #enlargement# on a #zoning lot# of at least 30,000 square feet of #lot area# shall provide all the mandatory subway improvements for the #block #, as described in paragraphs (c)(1) and (c)(2) for (# Block #-3).

117-441 Standards and procedures for mandatory subway improvements

* * *

(b) Procedure

(1) Pre-application

* * *

(6) Where a #development# or #enlargement# is located on a #zoning lot# which fronts on a sidewalk containing a sidewalk entrance or entrances into a subway and such #zoning lot# contains 5,000 square feet or more of #lot area#, such #development# or #enlargement# shall relocate the stairway entrance or entrances to the subway onto the #zoning lot# in accordance with the provisions of Section 37-03 (Off-Street Relocation or Renovation of a Subway Stair), with the exception that, in addition to the waivers provided by Section 37-034 (Waiver of requirements), the additional standards contained in Section 37-031 (Standards for location, design and hours of public accessibility) may be waived upon a finding by the Metropolitan Transportation Authority that they are undesirable or unnecessary to ensure a good overall design.

* * *

117-50 QUEENS PLAZA SUBDISTRICT

117-531 Street wall location

(g) For any #development# or #enlargement# on a #zoning lot# located on Jackson Avenue between 42nd Road and Queens Plaza South, the #street wall# fronting on Jackson Avenue may be set back ten five feet from the #street line# only upon certification of the Chairperson of the City Planning Commission to the Department of Buildings that the Jackson Avenue sidewalk adjacent to the #zoning lot# will be landscaped in accordance with a plan acceptable to the Department of Transportation and the Chairperson. Such plan shall include five planting beds that shall contain a mixture of deciduous and evergreen shrubs, ground covers and flowers. Such planting beds shall be installed and maintained by the owner of the #development# or #enlargement#. The #street wall# of any subsequent #development#

or #enlargement# shall be located no closer to nor further from the #street line# than the #street wall# of an adjacent existing #building#.

* * *

Appendix B Court Square Subdistrict Plan Map and Description of Improvements

Description of Improvements

This Appendix describes the mandatory lot improvements that are designated on the District Plan Map in Appendix B for the Court Square Subdistrict. This Descriptions refers to the text for requirements and standards for the following improvements.

(a) #- Block #-1

(1) A subway improvement, to consist of a connection between the G and 7 lines and maintenance of glass partitions in the control area of the E/F Ely Avenue mezzanine and near the control area of the G mezzanine which are to be installed by the developer of #-Block #-2. The developer shall notify the Chairperson of the City Planning Commission upon both application for and issuance of a first building permit for the #development# on this #block#.

(b) #- Block #-2

(1) A subway improvement, to consist of a connection between the E/F and G lines, preparation of preliminary plans for a G/7 connection and installation of glass partitions in the control area of the E/F Ely Avenue mezzanine and near the control area of the G mezzanine upon receipt of a written request by the Chairperson of the City Planning Commission, which shall occur only after the issuance of a first building permit for the #development# on #-Block #-1.

(c) #-Block #-3

(1) A subway improvement, to consist of construction of a building entrance within the #lot line# at the northwestern corner of the #block#, a direct link to the 7 platform and construction of a new mezzanine area; and/or The first #development# to meet the criteria for a subway improvement shall construct new entrances at the intersection of 44th Drive and 23rd Street for the Number 7 45th Road/Courthouse Square station, in consultation with the Metropolitan Transportation Authority and the Department of City Planning.

(2) A subway improvement, to consist of a substantial physical improvement to the G platform and mezzanine areas, including reconfiguration of control areas as necessary and acoustical upgrading. For subsequent #developments#, a subway improvement to the north end of the Number 7 45th Road/Courthouse Square station shall be required. Such improvement shall be determined in consultation with the Metropolitan Transportation Authority and the Department of City Planning.

* * *

CITYWIDE

No. 5

PRIVATELY OWNED PUBLIC PLAZAS FOLLOW-UP TEXT AMENDMENT

CITYWIDE N 090317 ZRY IN THE MATTER OF an application submitted by the 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 relating to Article III, Chapter 7 (Special Urban Design Regulations concerning provisions related to privately owned public plazas.

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

ARTICLE III COMMERCIAL DISTRICT REGULATIONS

Chapter 7 Special Urban Design Regulations

37-60 PUBLICLY ACCESSIBLE OPEN AREAS EXISTING PRIOR TO OCTOBER 17, 2007

37-62 Changes to Existing Publicly Accessible Open Areas

37-625 Design changes Design changes to existing #plazas#, #residential plazas# or #urban plazas# may be made only upon certification by the Chairperson of the City Planning Commission that such changes would result in a #plaza#, #residential plaza# or #urban plaza# that is in greater accordance with the standards set forth in Section 37-70 (PUBLIC PLAZAS), inclusive. The provisions of Section 37-78 (Compliance), other than paragraph (e) (Special regulations for an urban plaza in the Special Lower Manhattan District), shall be made

applicable to such #plaza#, #residential plaza# or #urban plaza#.

37-70 PUBLIC PLAZAS

* * *

37-71 Basic Design Criteria

* * *

37-712 Area dimensions

A #public plaza# shall contain an area of not less than 2,000 square feet. In no case shall spaces between existing #buildings# remaining on the #zoning lot# qualify as #public plazas#. In addition, in order to preserve the provisions relating to the boundaries, proportions and obstructions of #public plazas#, on any one #zoning lot#, an open area which does not qualify for bonus #floor area# may not be located between two #public plazas#, or between a #public plaza# and a #building# wall or #arcade#.

- (a) be separated from the #public plaza# by a buffer, such as a wall, decorative fence, or opaque plantings at least six feet in height; or
(b) meet all requirements for minor portions of #public plazas# related to size, configuration, orientation, as specified in Section 37-716.

37-713 Locational restrictions

No #public plaza#, or portion thereof, shall be located within 175 feet of an existing #publicly accessible open area# or #public park#. The distance of 175 feet shall be measured along the #street# on which the existing amenity fronts. No #public plaza#, or portion thereof, shall be located within 175 feet of an existing #publicly accessible open area# or #public park# as measured along the #street line# on which the existing amenity fronts if the #public plaza# is to be located on the same side of the #street#, or as measured along the directly opposite #street line# if the #public plaza# is to be located on the other side of the #street#. Such distance shall include the width of any #street# that intersects the #street# on which the amenity fronts.

However, such location restriction may be waived if the #public plaza# is located directly across the #street# from the existing #publicly accessible open area# or #public park# and if the Chairperson of the City Planning Commission finds that the location of the #public plaza# at such location would create or contribute to a pedestrian circulation network connecting the two or more open areas.

37-72 Access and Circulation

37-721 Sidewalk frontage

To facilitate access to a #public plaza#, the area within 15 feet of a #street line# or sidewalk widening, along at least 50 percent of each aggregate #street# frontage of the major and minor portions, shall be free of obstructions to public access to the #public plaza# from the adjacent sidewalk or sidewalk widening, except for those obstructions listed in this Section. For #corner public plazas#, the area within 15 feet of the intersection of any two or more #streets# on which the #public plaza# fronts shall be at the same elevation as the adjoining public sidewalk and shall be free of obstructions, except for those listed in this Section. Only areas with at least five feet of clear, unobstructed area when measured parallel to the street line shall be considered to be free of obstructions. For the remaining 50 percent of the frontage and within 15 feet of the #street line#, no walls or other obstructions, except for permitted obstructions listed in this Section and fixed and moveable seating and tables, shall be higher than two feet above the #curb level# of the #street line# in front of the #public plaza#.

The following shall be considered permitted obstructions within the sidewalk frontage:

- Light stanchions;
Public space signage;
Railings for steps;
Trash receptacles;
Trees planted flush to grade.

To facilitate pedestrian access to a #public plaza#, the following rules shall apply to the area of the #public plaza# located within 15 feet of a #street line# or sidewalk widening line:

- (a) At least 50 percent of such area shall be free of obstructions and comply with the following provisions:
(1) At least 50 percent of the #public plaza# frontage along each #street line# or sidewalk widening line shall be free of obstructions; and
(2) Such unobstructed access area shall extend to a depth of 15 feet measured perpendicular to the #street line#. The width of such access area need not be contiguous provided that no portion of such area shall have a width of less than five feet measured parallel to the #street line#, and at least one portion of such area shall have a width of at least eight

feet measured parallel to the #street line#.

- (b) In the remaining 50 percent of such area, only those obstructions listed in Section 37-726 (Permitted Obstructions) shall be allowed, provided such obstructions are not higher than two feet above the level of the public sidewalk fronting the #public plaza#, except for light stanchions, public space signage, railings for steps, trash receptacles, trees and fixed or moveable seating and tables. Furthermore, planting walls or trellises, water features and artwork may exceed a height of two feet when located within three feet of a wall bounding the #public plaza#.

For #corner public plazas#, the requirements of this Section shall apply separately to each #street# frontage, and the area within 15 feet of the intersection of any two or more #streets# on which the #public plaza# fronts shall be at the same elevation as the adjoining public sidewalk and shall be free of obstructions.

37-724 Subway entrances

Where an entry to a subway station exists in the sidewalk area of a #street# on which a #public plaza# fronts and such entry is not replaced within the #public plaza# itself, the #public plaza# shall be #developed# at the same elevation as the adjacent sidewalk for a distance of at least 15 feet in all directions from the entry superstructure. Such #public plaza# area around a subway entry shall be free of all obstructions and may count towards the required clear area requirements as specified in Section 37-721 (Sidewalk frontage).

37-726 Permitted obstructions

- (d) Prohibition of garage entrances, driveways, parking spaces, loading berths, exhaust vents, mechanical equipment and building trash storage facilities

No exhaust vents or mechanical equipment are permitted on any #public plaza# or on the any building wall of the #development# fronting upon the #public plaza#, except that unless such exhaust vents on the building wall that are more than 15 feet above the level of the adjacent #public plaza# shall be permitted. All exhaust vents and mechanical equipment located adjacent to a #public plaza# shall be separated from it by a barrier sufficient to substantially, visually and audibly, conceal their presence and operation. Air intake vents or shafts shall be permitted within a #public plaza# provided that such vents are concealed from public view by planting or other design features and that such vents do not impair visibility within the #public plaza# area.

37-728 Standards of accessibility for persons with disabilities

All #public plazas# shall conform with applicable laws pertaining to access for persons with disabilities regardless of whether the #building# associated with the #public plaza# is existing or is a new #development#.

37-73 Kiosks and Open Air Cafes

Kiosks and open air cafes may be placed within a #publicly accessible open area# upon certification, pursuant to this Section. Such features shall be treated as permitted obstructions. Only #uses# permitted by the applicable district regulations may occupy #publicly accessible open areas# or front on #publicly accessible open areas#.

- (a) Kiosks
Where a kiosk is provided, it shall be a one-story temporary or permanent structure that is substantially open and transparent as approved by the Department of Buildings in conformance with the Building Code. Kiosks, including roofed areas, shall not occupy an area in excess of 100 square feet per kiosk. One kiosk is permitted for every 5,000 square feet of #publicly accessible open area#, exclusive of areas occupied by other approved kiosks or open air cafes. Kiosk placement shall not impede or be located within any pedestrian circulation path. Any area occupied by a kiosk shall be excluded from the calculation of #floor area#. Kiosks may be occupied only by #uses# permitted by the applicable district regulations such as news, book or magazine stands, food or drink service, flower stands, information booths, or other activities that promote the public use and enjoyment of the #publicly accessible open area#. Any kitchen equipment shall be stored entirely within the kiosk.

Kiosks must be in operation and provide service a minimum of 225 days per year. However, kiosks may operate for fewer days in accordance with conditions set forth in paragraph (c) of this Section, if they are completely removed from the #publicly accessible open area# when not in operation and if the area previously occupied by the kiosk is returned to public use and such area is in compliance with the #public plaza# design standards.

Notwithstanding the provisions of Section 32-41 (Enclosure Within Buildings), outdoor eating services or #uses# occupying kiosks may serve customers in a #publicly accessible open area# through open windows.

- (b) Open air cafes
Where an open air cafe is provided, it shall be a permanently unenclosed restaurant or eating or drinking place, permitted by applicable district regulations, which may have waiter or table service, and shall be open to the sky except that it may have umbrellas, temporary fabric roofs with no vertical supports in conformance with the Building Code, and removable heating lamps. Open air cafes shall occupy an aggregate area not more than 20 percent of the total area of the #publicly accessible open area#. #Publicly accessible open areas# less than 10 feet in width that are located between separate sections of the same open air cafe or between sections of an open air cafe and a kiosk that provides service for such cafe must be included in the calculation of the maximum aggregate area of the open air cafe. Open air cafes shall be located along the edge of the #publicly accessible open area#, except for open air cafes located within #publicly accessible open areas# greater than 30,000 square feet in area. Open air cafes may not occupy more than one third of any #street# frontage in a major portion of the #publicly accessible open area# and may not contain any required circulation paths. An open air cafe must be accessible from all sides where there is a boundary with the remainder of the #publicly accessible open area#, except where there are planters or walls approved pursuant to a prior certification for an open air cafe. Subject to the foregoing exception, #fences, planters, walls, fabric dividers or other barriers that separate open air cafe areas from the #public plaza# #publicly accessible open area# or sidewalk are prohibited. Open air cafes shall be located at the same elevation as the adjoining #public plaza# and sidewalk areas, except for platforms that shall not exceed six inches in height. All furnishings of an open air cafe, including tables, chairs, bussing stations, and heating lamps, shall be completely removed from the #publicly accessible open area# when the open air cafe is not in active use, except that tables and chairs may remain in the #publicly accessible open area# if they are unsecured and may be used by the public without restriction. No kitchen equipment shall be installed within an open air cafe; kitchen equipment, however, may be contained in a kiosk adjoining an open air cafe. An open air cafe qualifying as a permitted obstruction shall be excluded from the definition of #floor area#.

The exterior corners of the border of the space to be occupied by an open air cafe shall be marked on the ground by a line painted with white latex traffic or zone marking paint. The line shall be one inch wide and three inches in length on each side of the cafe border from the point where the borders intersect at an angled corner. In addition, a line one inch wide and three inches long shall be marked on the ground at intervals of no more than five feet starting from the end point of the line marking the cafe corners. Open air cafes must be in operation and provide service a minimum of 225 days per year.

Open air cafes shall be located at the same elevation as an adjoining #public plaza# and sidewalk area, except for platforms that shall not exceed six inches in height.

- (c) Certification
Kiosks and open air cafes that comply with the provisions of this Section may be placed within the area of a #publicly accessible open area# upon certification by the Chairperson of the City Planning Commission to the Commissioner of Buildings, that:

- (1) such #use# promotes public use and enjoyment of the #publicly accessible open area#;
(2) such #use# complements desirable #uses# in the surrounding area;
(4)(3) the owners of such #use# or the building owner will maintain such #use# in accordance with the provisions of Section 37-77 (Maintenance) shall be responsible for the maintenance of such kiosk or open air cafe, which shall be located within areas designated on building plans as available for occupancy by such #uses# and no encroachment by a kiosk or open air cafe outside an area so designated shall be permitted;
(5)(4) such #use# does not adversely impact visual and physical access to and throughout the #publicly accessible open area#;
(3)(5) such #use#, when located within a #public plaza#, is provided in accordance with all the requirements set forth in this Section;
(6) for kiosks and open air cafes located within an existing #publicly accessible open area# such #use#, is proposed as part of a general improvement of the #publicly accessible open area# where necessary, including as much landscaping and public seating as is feasible, in accordance with the standards for #public plazas#;

- (7) a #sign# shall be provided in public view within the cafe area indicating the days and hours of operation of such cafe; and
- (8) for kiosks that are in operation less than 225 days per year, an off-season plan has been submitted to the Chairperson showing that such kiosks will be completely removed from the #publicly accessible open area# when not in operation, that the area previously occupied by the kiosk is returned to public use and such area is in compliance with the applicable #publicly accessible open area# design standards.

(d) Process

An application for certification shall be filed with the Chairperson of the City Planning Commission, and the Chairperson shall furnish a copy of the application for such certification to the affected Community Board at the earliest possible stage. The Chairperson will give due consideration to the Community Board's opinion as to the appropriateness of such a facility in the area and shall respond to such application for certification within 60 days of the application's receipt.

The Chairperson shall file any such certification with the City Council. The Council, within 20 days of such filing, may resolve by majority vote to review such certification. If the Council so resolves, within 50 days of the filing of the Chairperson's certification, the Council shall hold a public hearing and may approve or disapprove such certification. If, within the time periods provided for in this Section, the Council fails to act on the Chairperson's certification, the Council shall be deemed to have approved such certification.

Such certification shall be effective for a period of three years.

All applications for the placement of kiosks or open air cafes within a #publicly accessible open area# filed with the Chairperson of the City Planning Commission shall include a detailed site plan or plans indicating compliance with the provisions of this Section, including the layout and number of tables, chairs, restaurant equipment and heating lamps, as well as the storage location for periods when the kiosk or open air cafe is closed. Where a kiosk or open air cafe is to be located within an existing #publicly accessible open area# each kiosk or open air cafe application must be accompanied by a compliance report in accordance with the requirements of Section 37-78, paragraph (b)(c), except that date of inspection shall be within 15 days of the date that the application is filed. Where design changes to #publicly accessible open areas# are necessary in order to accommodate such kiosk or open air cafe, or to comply with paragraph (c)(6) of this Section, a certification pursuant to Section 37-625 (Design Changes) shall be required.

All such plans for kiosks or open air cafes, once certified, shall be filed and duly recorded in the Borough Office of the City Register of the City of New York, indexed against the property in the form of a legal instrument providing notice of the certification for the kiosk or open air cafe, pursuant to this Section. The form and contents of the legal instrument shall be satisfactory to the Chairperson, and the filing and recording of such instrument shall be a precondition for the placement of the kiosk or open air cafe within the #publicly accessible open area#.

* * *
37-741
Seating

* * *
The following standards shall be met for all required seating:

- (3) At least 50 percent of the linear feet of fixed seating shall have backs at least 14 inches high and a maximum seat depth of 20 inches. Walls located adjacent to a seating surface shall not count as seat backs. All seat backs must either be contoured in form for comfort or shall be reclined from vertical between 10 to 15 degrees.
- (4) Moveable seating or chairs, excluding seating for open air cafes, may be credited as 24 inches of linear seating per chair. Moveable seating provided as a required amenity shall be provided in the amount of one chair per 200 square feet of #public plaza# area. One table shall be provided for every four such moveable chairs.

All moveable seats must have backs and a maximum seat depth of 20 inches. Moveable chairs shall not be chained, fixed, or otherwise secured while the #public plaza# is open to the public; moveable chairs, however, may be removed during the nighttime hours of 9:00 pm to 7:00 am.

* * *
37-742
Planting and trees

The provisions of this Section are intended to facilitate a combination of landscaping elements in order to provide comfort, shade and textural variety. At least 20 percent of the area of a #public plaza# shall be comprised of planting beds with a minimum dimension of two

feet, exclusive of any bounding walls.

All #public plazas# shall provide a minimum of four trees. For a #public plaza# greater than 6,000 square feet in area, an additional four caliper inches in additional trees or multi-stemmed equivalents must be provided for each additional 1,000 square feet of #public plaza# area, rounded to the nearest 1,000 square feet.

All #public plazas# shall also provide one of the following additional planting types: additional trees, planters, planting beds, or accessible lawns. Trees provided to satisfy this requirement shall be provided at the rate of one tree for every 2,000 square feet of #public plaza# area. Planters, planting beds, and accessible lawns provided to satisfy this requirement shall be provided at the rate of 150 square feet for every 1,000 square feet of #public plaza# area. Plantings contained in hanging containers shall not satisfy this planting requirement.

For all #public plazas#, at least 50 percent of the required #public plaza# trees shall be planted flush-to-grade or planted at grade within planting beds with no raised curbs or railings. Trees planted flush-to-grade shall be surrounded by a porous surface (such as grating or open-joint paving) that allows water to penetrate into the soil for a minimum radius of two feet, six inches. Such porous surface shall be of sufficient strength and density to accommodate pedestrian circulation, including all requirements related to accessibility for the disabled, and shall be of a design that allows for tree growth. Installed fixtures such as lighting stanchions, electrical outlets or conduits shall not be located within the required porous area of any tree planted flush-to-grade.

Where trees are planted within a #public plaza#, they shall measure at least four inches in caliper at the time of planting, unless alternative, multi-stemmed equivalents are specified in the approved planting plans. Each tree shall be planted in at least 200 cubic feet of soil with a depth of soil of at least 3 feet, 6 inches.

When planting beds are provided, they shall have a soil depth of at least eighteen inches for grass or other ground cover, three feet for shrubs and 3 feet, 6 inches for trees. No planters or planting beds shall have bounding walls that exceed 18 inches in height above any adjacent walking surfaces. Any planting bed containing required trees shall have a continuous area of at least 75 square feet for each tree exclusive of bounding walls. Furthermore, each tree located within a planting bed shall be surrounded by a continuous permeable surface measuring at least five feet square. Any lawns or turf grass planting beds shall not exceed six inches above any adjacent walking surfaces.

* * *

37-747
Public space signage

Entry and information plaques shall be provided, as described in Section 37-751 (Public space signage systems).

37-75
Signs

37-751
Public space signage systems

The following public space signage systems shall be required for all #public plazas#:

- (a) Entry plaque

* * *

The entry plaque shall be mounted on a wall or a permanent free-standing post within five feet of the sidewalk with its center five feet above the elevation of the nearest walkable pavement. The maximum height of such free-standing post shall be six feet, with a maximum width and depth of 16 inches. It shall be in a position that clearly identifies the entry into the #public plaza#, and placed so that the entire entry plaque is obvious and directly visible, without any obstruction, along every line of sight from all paths of pedestrian access to the #public plaza#.

- (b) Information plaque

An information plaque, constructed from the same permanent materials as the entry plaque or combined with one or more of the required entry plaques shall be provided. Information plaques shall be located within five feet of a sidewalk and shall have all required lettering located above a height of three feet. The information plaque shall consist of:

An information plaque, constructed from the same permanent materials as the entry plaque or combined with one or more of the required entry plaques shall be provided. Information plaques shall be mounted on a wall or a permanent free-standing post within five feet of the sidewalk and shall have all required lettering located three feet above the elevation of the nearest walkable pavement. The maximum height of such free-standing post shall be six feet, with a maximum width and depth of 16 inches. The information plaque shall consist of:

* * *

37-753
Accessory signs

A #public plaza# shall be treated as a #street# for the purposes of the applicable #sign# regulations. #Signs#, except for the plaque required by Section 37-751, are permitted only as #accessory# to #uses# permitted within the #public plaza# and #uses# adjoining the #public plaza#, and are otherwise regulated by the applicable district regulations set forth in Section 32-60 (SIGN REGULATIONS).

#Signs accessory# to the #building# or tenants of retail spaces fronting on the #public plaza# are permitted within the #public plaza# area, provided that:

- (a) no more than three such #signs# are provided within the #public plaza#, but in no event shall more than one of these #signs# be freestanding, as described in paragraph (c) of this Section;
- (b) all such #signs# shall be non illuminated;
- (c) such #signs# shall contain only the building or establishment name and address;
- (d) any #signs# affixed to the building walls may not exceed two feet square in size;
- (e) any freestanding #signs# shall not exceed two feet in horizontal dimension and, if associated with a #building# used for office uses, may contain the names of principal building tenants in addition to the content permitted, as described in this Section, and shall also contain the public space symbol as described in Section 37-751 and the words "Open to Public" in lettering at least two inches in height; and
- (f) any #sign# located on permitted canopies or awnings within the #public plaza# shall contain only the building or establishment name and must not exceed a height of one foot.

A #public plaza# shall be treated as a #street# for the purposes of the applicable #sign# regulations. #Signs#, except for the plaque required by Section 37-751, are permitted only as #accessory# to #uses# permitted within the #public plaza# and #uses# adjoining the #public plaza#, and are otherwise regulated by the applicable district regulations set forth in Section 32-60 (SIGN REGULATIONS), except as provided below:

- (a) each establishment fronting on the #public plaza# shall be permitted to have not more than one #sign# affixed to the building wall fronting on the #public plaza#;
- (b) all #signs# shall be non-illuminated#;
- (c) all #signs# shall contain only the building or establishment name and address;
- (d) all #signs accessory# to retail #uses# affixed to building walls may not exceed four square feet in size;
- (e) all #accessory signs# located within the #public plaza#, including structures to which the signs are affixed, shall not be higher than three feet above the level of the adjoining public access area. Such #signs# shall not exceed an area of two square feet. In addition, no portion of such sign facing the #street# shall exceed a width of 16 inches, except for corner #public plazas#, this limitation shall apply on only one #street# frontage. If such #sign# is associated with a #building# used for office uses, such #sign# shall contain only the names of principal building tenants and shall also contain the public space symbol as described in Section 37-751 and the words "Open to Public" in lettering at least two inches in height; and
- (f) all #signs# located on permitted canopies or awnings within the #public plaza# shall contain only the building or establishment name and shall not exceed a height of one foot.

37-76
Mandatory Allocation of Frontages for Permitted Uses

At least 50 percent of the total frontage of all new building walls of the #development# fronting on a #public plaza#, or fronting on an #arcade# adjoining a #public plaza#, exclusive of such frontage occupied by building lobbies and frontage used for subway access, shall be allocated for occupancy at the ground floor level by retail or service establishments permitted by the applicable district regulations but not including uses in Use Groups 6B, 6E, 7C, 8C, 9B, 10B, 11 and 12D, or banks, automobile showrooms or plumbing, heating or ventilating equipment showrooms. In addition, libraries, museums and art galleries shall be permitted. All such #uses# shall:

- (1) be directly accessible from the major portion of the #public plaza#, an adjoining #arcade#, or a #street# frontage shared by the retail establishment and the #public plaza#;
- (2) Such retail spaces shall have a minimum depth of 15 feet, measured perpendicular to the wall adjoining the #public plaza#; and
- (3) occupy such frontage for the life of the increased #floor area# of the bonused #development#.

The remaining frontage may be occupied by other #uses#, lobby entrances or vertical circulation elements, in accordance with the district regulations.

Principal entrances to #buildings# A public entrance to the principal use of the #building# associated with the #public plaza# shall be located within 10 feet of the major portion of the #public plaza#. Frontage on the #public plaza# that is occupied by a building entrance or lobby shall not exceed 60 feet or 40 percent of the total aggregate frontage of the #development's# new building walls on the major and minor portions of the #public plaza#, whichever is less, but in no case shall building entrances or lobbies occupy less than 20 feet of frontage on the #public plaza#.

The building frontage All new building walls fronting on the major and minor portions of the #public plaza# shall be treated with clear, untinted transparent material for 50 percent of its surface area below 14 feet above the #public

plaza# level, or the ceiling level of the ground floor of the #building#, whichever is lower. Any non-transparent area fronting on the major or minor portion of a #public plaza# shall be treated with a decorative element or material or shall be planted to a minimum height of 15 feet above the #public plaza#.

37-77 Maintenance

(a) The building owner shall be responsible for the maintenance of the #public plaza# including, but not limited to, the location of permitted obstructions pursuant to Section 37-726, litter control, management of pigeons and rodents, maintenance of required lighting levels, and the care and replacement of furnishings and vegetation within the #zoning lot# and in the #street# sidewalk area adjacent to the #zoning lot#.

(b) ~~Kiosks and open air cafes #developed# in accordance with the provisions of Section 37-73 shall be located within areas designated on building plans as available for occupancy by such #uses# and no encroachment by a kiosk or open air cafe outside an area so designated shall be permitted.~~

(c) ~~Performance bond~~

~~Prior to obtaining any certificate of occupancy from the Department of Buildings, the building owner shall post with the Comptroller of the City of New York, a performance bond, City securities or fixed income securities, at the Comptroller's discretion, to ensure the mandatory tree planting, moveable seating exclusive of any seating for open air cafes, and the litter free maintenance of the #public plaza# including the replacement of such trees and moveable furniture during the life of the #development#.~~

~~In the event of a failure in the required performance, the Chairperson of the City Planning Commission shall notify the building owner in writing of such failure and shall stipulate the period of time in which the building owner has to correct the failure. If the failure is not corrected in the stipulated time, the Chairperson may declare the building owner in default in the required performance and the City may enforce the obligation by whatever means may be appropriate to the situation, including letting contracts for doing any required planting, installation or maintenance and paying all labor, material and other costs connected with such work from the bond or City securities that the building owner is required to provide.~~

~~In the event that the City enforces the aforementioned obligation as provided for in this paragraph, (c), the building owner shall, within 90 days of such enforcement, provide the City with an additional bond or City securities in an amount not less than that which was expended to cure the default.~~

~~The value of the bond or City securities if tendered prior to January 1, 1998, shall be at a rate of \$750 per required tree, \$100 per moveable chair and \$200 per 1,000 square feet of #urban plaza# for litter removal, as set forth in this Section.~~

~~Effective January 1, 1989, and at five year intervals thereafter, the City Planning Commission shall establish new rates for the mandatory tree planting, moveable seating and litter free maintenance of the #public plaza#.~~

37-78 Compliance

(a) Building permits

No foundation permit shall be issued by the Department of Buildings for any #development# or #enlargement# that includes a #public plaza#, nor shall any permit be issued by the Department of Buildings for any change to a #plaza#, #residential plaza# or #urban plaza# without certification by the Chairperson of the City Planning Commission of compliance with the provisions of Section 37-70 or Section 37-625, as applicable.

An application for such certification shall be filed with the Chairperson showing the plan of the #zoning lot#, a site plan indicating the area and dimensions of the proposed #public plaza# and the location of the proposed #development# or #enlargement# and all existing #buildings# temporarily or permanently occupying the #zoning lot#; computations of proposed #floor area#, including bonus #floor area#; and a detailed plan or plans prepared by a registered landscape architect, including but not limited to a furnishing plan, a planting plan, a signage plan, a lighting/ photometric plan and sections and elevations, as necessary to demonstrate compliance with the provisions of Section 37-70 or Section 37-625, as applicable.

All plans for #public plazas# or other #publicly accessible open areas# that are the subject of a certification pursuant to Section 37-625 shall be filed and duly recorded in the Borough Office of the City Register of the City of New York, indexed against the property in the form of a legal instrument, in a form satisfactory to the Chairperson, providing notice of the certification of the #public plaza#, pursuant to this Section. Such

filing and recording of such instrument shall be a precondition to certification. The recording information shall be included on the certificate of occupancy for any #building#, or portion thereof, on the #zoning lot# issued after the recording date. No temporary or final certificate of occupancy shall be issued for any bonus #floor area# generated by a #public plaza# unless and until the #public plaza# has been substantially completed in accordance with the approved plans, as verified by the Department of City Planning and certified to the Department of Buildings.

Notwithstanding any of the provisions of Section 11-33 (Building Permits for Minor or Major Development or Other Construction Issued Before Effective Date of Amendment), any #residential plaza# or #urban plaza# for which a certification was granted pursuant to Article II, Chapter 3, or Article III, Chapter 7, between June 4, 2005 and June 4, 2007, and any #urban plaza# for which a certification was granted prior to (effective date of amendment) may be #developed# in accordance with the regulations in effect on the date of such certification.

(b) Periodic compliance reporting

No later than June 30 of the year, beginning in the third calendar year following the calendar year in which certification was made and at three year intervals thereafter, the Director of the Department of City Planning and the affected Community Board shall be provided with a report regarding compliance of the #public plaza# #publicly accessible open area# with the regulations of Section 37-70 or Section 37-625, as applicable, as of a date of inspection which shall be no earlier than May 15 of the year in which the report is filed. Such report shall be provided by a registered architect, landscape architect or professional engineer, in a format acceptable to the Director and shall include, without limitation:

(1) a copy of the original #public plaza# or design change certification letter, and if applicable, any approval letter pertaining to any other authorization or certification pursuant to this Chapter;

(2) a statement that the #public plaza# #publicly accessible open area# has been inspected by such registered architect, landscape architect or professional engineer and that the #public plaza# such open area is in full compliance with the regulations under which the #public plaza# it was approved as well as the approved plans pertaining to such #public plaza# open area and, if applicable, the requirements of any other authorization or certification pursuant to this Chapter, or non-compliance with such regulations and plans;

(3) an inventory list of amenities required under the regulations under which the #public plaza# #publicly accessible open area# was approved and the approved plans pertaining to such #public plaza# open area and, if applicable, the requirements of any other authorization or certification pursuant to Section 37-70, together with an identification of any amenity on such inventory list for which inspection did not show compliance, including whether such amenities are in working order, and a description of the non-compliance;

(4) photographs documenting the condition of the #public plaza# #publicly accessible open area# at the time of inspection, sufficient to indicate the presence or absence, either full or partial, of the amenities on the inventory list of amenities.

The report submitted to the Director of the Department of City Planning shall be accompanied by documentation demonstrating that such report has also been provided to the affected Community Board.

Compliance reporting pursuant to this paragraph, (b), shall be a condition of all certifications granted pursuant to Section 37-70.

(c) Compliance reports at time of application

~~In a~~Any application for a new certification or authorization for involving an existing #public plaza#, #publicly accessible open area# where such #public plaza# was the subject of a previously granted certification or authorization granted pursuant to Section 37-70, the applicant shall provide include a compliance report in the format required under paragraph (b) of this Section, based upon an inspection of the #public plaza# #publicly accessible open area# by a registered architect, landscape architect or professional engineer conducted no more than 45 days prior to the filing of such application.

The following conditions may constitute grounds to disapprove the application for certification or authorization:

(1) such report shows non-compliance with

the regulations under which the #public plaza# #publicly accessible open area# was approved, conditions or restrictions of a previously granted certification or authorization, or with the approved plans pertaining to such #public plaza# #publicly accessible open area#; or

(2) the #public plaza# #publicly accessible open area# has been the subject of one or more enforcement proceedings for which there have been final adjudications of a violation with respect to any of the foregoing.

In the case of a certification, the Chairperson, or in the case of an authorization, the Commission, may, in lieu of disapproval, accept a compliance plan for the #public plaza# #publicly accessible open area#, which plan shall set forth the means by which future compliance will be ensured.

(d) Failure to comply

Failure to comply with a condition or restriction in an authorization or certification granted pursuant to Section 37-70 or with approved plans related thereto, or failure to submit a required compliance report shall constitute a violation of this Resolution and may constitute the basis for denial or revocation

of a building permit or certificate of occupancy, or for a revocation or such authorization or certification, and for all other applicable remedies.

* * *

**BOROUGH OF QUEENS
No. 6
GRACE ASPHALT PLANT**

CD 7 C 090366 PCQ
IN THE MATTER OF an application submitted by the Department of Transportation and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the site selection and acquisition of property located at 130-31 Northern Boulevard (Block 1791, Lots 52, 68 and 72) , for use as an asphalt plant.

YVETTE V. GRUEL, Calendar Officer
City Planning Commission
22 Reade Street, Room 2E
New York, New York 10007
Telephone (212) 720-3370

a9-22

CONFLICTS OF INTEREST BOARD

PUBLIC MEETING

The Conflicts of Interest Board announces a public meeting of the Board on Wednesday, April 29, 2009, at 2:30 P.M., at the offices of Paul Weiss Rifkind Wharton and Garrison, 1285 Avenue of the Americas, 29th Floor, New York, New York. On the public agenda may be the Board's consideration of possible amendments to Chapter 68 of the New York City Charter, pursuant to Charter section 2603(j). To determine whether any item will be held in public session or, for any person planning to attend the meeting, to facilitate access through the building's security, please contact the Board's General Counsel, Wayne Hawley, at (212) 442-1415, before April 29th.

a22

EDUCATION

NOTICE

Agenda

The Department of Education's (DOE) Committee on Contracts has been asked for approval to enter into contract negotiations with the following organization(s) for the services described below. Other organizations interested in providing these services to the DOE are invited to indicate their ability to do so by writing to Jay G. Miller at 65 Court Street, Room 1201, Brooklyn, NY 11201. Responses should be received no later than 9:00 A.M., Thursday, April 30, 2009.

ITEM(S) FOR CONSIDERATION:

1. Special Olympics New York, Inc.

Service(s): The Office of Teaching and Learning is seeking an agreement with Special Olympics New York, Inc. (SONY) to provide year-round sports training and athletic competition. SONY will serve approximately 16,500 participants during fiscal year 2009 with a variety of Olympic-style sports, giving students the opportunity to develop physical fitness, demonstrate courage, experience joy and participate in sharing skills and friendship.

The cost includes meals, lodging for students and coaches, transportation and the general assessment fee for student participation.

TERM: 9/1/08 - 6/30/13 TOTAL CONTRACT COST: \$265,504

2. The Academy Program (ACJW)

Service(s): The Office of Arts and Special Projects is seeking an agreement with The Academy - a program offered in conjunction with Carnegie Hall, The Julliard School and The Weill Music Institute (ACJW). ACJW provides a two year residency program for post-graduate musicians, who support the Department of Education (DOE) music program while developing their skills. ACJW matches traditionally-trained

ACJW fellows at 33 participating DOE schools for a 36 day residency program.

In addition, Carnegie Hall will provide in-kind contributions in the amount of \$43,600.

TERM: 10/1/08 - 6/30/09 TOTAL CONTRACT COST: \$418,020

3. Emotionally Intelligent Schools, LLC

Service(s): The Office of Citywide Programs - District - 75 is seeking an agreement with Emotionally Intelligent Schools, LLC (EIS) to provide professional development to administrators, teachers and staff for District 75 schools. This program offers teachers training and curricula to support the psychological development of students with emotional disabilities.

This is a first-year project in collaboration with a Positive Behaviors Interventions and Supports (PBIS) Grant, which will begin with an introduction for school administrators, and a pilot intervention with one District 75 PBIS grant school. A Train-the-Trainer model will be employed for the instruction of District 75 staff who will be certified to provide emotional literacy training to others. This will reduce the cost of expanding the program for subsequent years to only materials.

TERM: 7/18/08-6/30/09 TOTAL CONTRACT COST: \$107,253

4. SourceCorp, Inc.

Service(s): The Division of Revenue Operations (DRO) is seeking an agreement with SourceCorp, Inc. (Source) for document imaging, storage & data management services. Source is currently providing form design, booklet production/distribution, scanning, indexing, data entry and data file transmission to over 1400 schools and central offices, under the terms of Contract #C140229, set to expire on December 31, 2009, in the middle of the current school year.

This eight (8) month contract will serve as a bridge agreement to extend the current contract for the processing of Special Education attendance forms until the end of the 2009-2010 school years. The forms are used to generate revenue for State Aid and Medicaid as well as assist in the production of New York State Education mandated reports.

TERM: 1/1/10-8/31/10 ESTIMATED CONTRACT COST: \$1,316,989

5. Education Pioneers

Service(s): The Division of Human Resources is seeking an agreement with Education Pioneers (EP), a not-for-profit organization that provides school districts with graduate students (fellows) focusing on administrative support in urban education.

EP provides graduate students who have graduated within one year of their assignments, have completed at least one year of study in business, education, law, public policy, or other disciplines, who are assigned to high impact projects in marketing, policy research, strategic planning, fundraising, instructional materials and legal research.

This summer, the DOE is scheduled to host thirteen (13) fellows, representing six (6) DOE offices.

TERM: 6/10/09-8/19/09 TOTAL CONTRACT COST: \$136,000

☛ a22

EMPLOYEES' RETIREMENT SYSTEM

■ MEETING

Please be advised that the next Investment Meeting of the Board of Trustees of the New York City Employees' Retirement System has been scheduled for Tuesday, April 28, 2009 at 9:30 A.M. to be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor Boardroom, Brooklyn, NY 11201-3751.

a21-27

Please be advised that the next Regular Meeting of the Board of Trustees of the New York City Employees' Retirement System has been scheduled for Thursday, April 23, 2009 at 9:30 A.M. to be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor Boardroom, Brooklyn, NY 11201-3751.

a16-22

ENVIRONMENTAL CONTROL BOARD

OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS

■ NOTICE

The next meeting will take place on Thursday, May 7, 2009 at 40 Rector Street, Large Hearing Room, 6th Floor, New York, NY 10006 at 9:15 A.M., at the call of the Chairman.

☛ a22-24

EQUAL EMPLOYMENT PRACTICES COMMISSION

■ MEETING

The next meeting of the Equal Employment Practices Commission will be held in the Commission's Conference

Room/Library at 40 Rector Street, (14th Floor) on Tuesday, April 28, 2009 at 10:00 A.M.

a21-27

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 25-307, 25-308, 25,309, 25-313, 25-318, 25-320) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), on Tuesday, **May 05, 2009** at 9:30 A.M. in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-3123 Block 1222, lot 38-1298 Bergen Street - Crown Heights North Historic District
A Renaissance Revival style rowhouse designed by F.K. Taylor and built c. 1898. Application is to construct a rear yard addition. Zoned R6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-6886 - Block 2119, lot 10-301 Cumberland Street - Fort Greene Historic District
A Moorish Revival style apartment house built circa 1920. Application is to legalize painting the door and window enframements, altering the areaway, and installing a gate, awning, and lighting features all without Landmarks Preservation Commission permits.

BINDING REPORT
BOROUGH OF BROOKLYN 09-1475 - Block 2111, lot 11-321 Ashland Place - Brooklyn Academy of Music Historic District
A Classically inspired institutional building designed by Voorhees, Gmelin & Walker, and built in 1927. Application is to demolish a portion of the existing building, and construct an addition. Zoned C6-1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-6644 - Block 35, lot 10-9 Old Fulton Street - Fulton Ferry Historic District
A vacant lot. Application is to construct a four story building with a one-story penthouse. Zoned M2-1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 07-7542 - Block 1965, lot 9-51 Cambridge Place - Clinton Hill Historic District
An Italianate style rowhouse built c.1856. Application is to construct a rear yard addition. Zoned R-6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-5657 - Block 196, lot 7-192 Dean Street, aka 131 Bond Street - Boerum Hill Historic District
An Italianate style rowhouse built in 1852-1853. Application is to replace the sidewalk.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-6920 - Block 1070, lot 15-792 Carroll Street - Park Slope Historic District
A neo-Grec and Queen Anne style rowhouse designed by John Magilligan and built in 1889. Application is to excavate the rear yard and alter the rear ell. Zoned R6B.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-6022 - Block 511, lot 16-600-602 Broadway, aka 134-136 Crosby Street - SoHo-Cast Iron Historic District
A store building designed by Samuel A. Warner and built in 1883-84. Application is to legalize the installation of stairs and railings without Landmarks Preservation Commission permits and to install railings.

MODIFICATION OF USE AND BULK
BOROUGH OF MANHATTAN 09-7879 - Block 230, lot 36-21-23 Mercer Street - SoHo-Cast Iron Historic District
A neo-Grec style store and factory building with neo-Classical style elements, built in 1861. Application is to request that the Landmarks Preservation Commission issue a report to the City Planning Commission relating to an application for a Modification of Use pursuant to Section 74-711 of the Zoning Resolution. Zoned M1-5B.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 08-7774 - Block 473, lot 17-431 Broome Street - SoHo-Cast Iron Historic District
A dwelling built circa 1825 and altered in early 20th century. Application is to install storefront infill, construct a rooftop addition and a four-story building in the rear yard. Zoned M1-5B.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 08-5152 - Block 612, lot 7504-15 Charles Street - Greenwich Village Historic District
An apartment house built in 1961. Application is to legalize the installation of a storefront in non-compliance with Certificate of Appropriateness 06-7239.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-6675 - Block 620, lot 71-234 West 4th Street - Greenwich Village Historic District
An apartment house originally built in 1891 and altered in 1927. Application is to replace windows and to establish a master plan governing the future installation of through-window air conditioning units.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-8134 - Block 620, lot 41-351-353 Bleecker Street, aka 213-215 West 10th Street
An apartment house built in 1903. Application is to replace windows and establish a master plan governing the future installation of storefront infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7107 - Block 642, lot 1-113 Jane Street - American Seamen's Friend Society Sailor's Home-Individual Landmark
A neo-Classical style building designed by William A. Boring and built in 1907-08. Application is to construct rooftop additions. Zoned C6-2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7077 - Block 738, lot 80-56 9th Avenue - Gansevoort Market Historic District
A Greek Revival style rowhouse with stores, built c. 1841-1842. Application is to install storefront infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7018 - Block 1121, lot 8-61 West 68th Street - Upper West Side/Central Park West Historic District
A Renaissance Revival Queen Ann style rowhouse, designed by Francis A. Minuth and built in 1891-92. Application is to legalize the construction of a rooftop addition without Landmarks Preservation Commission permits. Zoned R-8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-8132 - Block 1387, lot 14-19 East 72nd Street - Upper East Side Historic District
A Modern/neo-Classical style apartment building designed by Rosario Candela and built in 1936-37. Application is to establish a master plan governing the future installation of display windows, doors, and awnings.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7911 - Block 1504, lot 44-66 East 93rd Street - Carnegie Hill Historic District
A Queen Anne style rowhouse designed by A.B. Ogden & Son and built in 1890-91. Application is to alter the areaway, install a barrier-free access lift, and construct a rooftop bulkhead.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-5029 - Block 2179, lot 701-799 Fort Washington Avenue - The Cloisters-Individual Landmark
A museum complex composed of portions of medieval buildings and modern structures, designed by Charles Collins and built between 1934 and 1938. Application is to modify windows.

☛ a22-m5

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 40 Worth Street, Room 814 commencing at 2:00 P.M. on Wednesday, May 13, 2009. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 40 Worth Street, 9th Floor South, New York, NY 10013, or by calling (212) 442-8040.

#1 In the matter of a proposed revocable consent authorizing St. Luke's-Roosevelt Hospital Center to continue to maintain and use a bridge over and across West 114th Street, east of Amsterdam Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

- For the period July 1, 2009 to June 30, 2010 - \$20,272
- For the period July 1, 2010 to June 30, 2011 - \$20,862
- For the period July 1, 2011 to June 30, 2012 - \$21,452
- For the period July 1, 2012 to June 30, 2013 - \$22,042
- For the period July 1, 2013 to June 30, 2014 - \$22,632
- For the period July 1, 2014 to June 30, 2015 - \$23,222
- For the period July 1, 2015 to June 30, 2016 - \$23,812
- For the period July 1, 2016 to June 30, 2017 - \$24,402
- For the period July 1, 2017 to June 30, 2018 - \$24,992
- For the period July 1, 2018 to June 30, 2019 - \$25,582

the maintenance of a security deposit in the sum of \$25,600, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

#2 In the matter of a proposed revocable consent authorizing 1285 LLC to continue to maintain and use a tunnel under and across West 51st Street, west of Avenue of the Americas, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

- For the period July 1, 2009 to June 30, 2010 - \$169,095
- For the period July 1, 2010 to June 30, 2011 - \$174,168
- For the period July 1, 2011 to June 30, 2012 - \$179,241
- For the period July 1, 2012 to June 30, 2013 - \$184,314
- For the period July 1, 2013 to June 30, 2014 - \$189,387
- For the period July 1, 2014 to June 30, 2015 - \$194,460
- For the period July 1, 2015 to June 30, 2016 - \$199,533
- For the period July 1, 2016 to June 30, 2017 - \$204,606
- For the period July 1, 2017 to June 30, 2018 - \$209,679
- For the period July 1, 2018 to June 30, 2019 - \$214,752

the maintenance of a security deposit in the sum of \$214,800, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

#3 In the matter of a proposed revocable consent authorizing Cornell University modification of the consent so as to construct, maintain and use an additional conduit under, across and along East 70th Street, west of York Avenue, in the Borough of Manhattan. The proposed modified revocable consent is for a term of five years from the date of Approval by the Mayor and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$18,309
For the period July 1, 2010 to June 30, 2011 - \$18,736
For the period July 1, 2011 to June 30, 2012 - \$19,163
For the period July 1, 2012 to June 30, 2013 - \$19,590
For the period July 1, 2013 to June 30, 2014 - \$20,017

the maintenance of a security deposit in the sum of \$35,000, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#4 In the matter of a proposed revocable consent authorizing Arthur Spears to continue to maintain and use a stoop and a fenced-in area on the east sidewalk of St. Nicholas Avenue, north of 145th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2019 - \$25/per annum

the maintenance of a security deposit in the sum of \$5,000, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#5 In the matter of a proposed revocable consent authorizing Edmund L. Resor to continue to maintain and use a stoop, steps and planted areas on the south sidewalk of East 90th Street, west of Central Park West, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2019 - \$25/per annum

the maintenance of a security deposit in the sum of \$5,000, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#6 In the matter of a proposed revocable consent authorizing Promesa Inc. to continue to maintain and use two communication conduits under and across East 175th Street, between Anthony Avenue and Clay Avenue, in the Borough of the Bronx. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2009 - \$25/per annum

the maintenance of a security deposit in the sum of \$2,500, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

☛ a22-m13

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 40 Worth Street, Room 814 commencing at 2:00 P.M. on Wednesday, April 29, 2009. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 40 Worth Street, 9th Floor South, New York, NY 10013, or by calling (212) 442-8040.

#1 In the matter of a proposed revocable consent authorizing Mr. and Mrs. S. Graham to continue to maintain and use a stoop and a fenced-in area on the south sidewalk of East 78th Street, west of Madison Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2008 to June 30, 2018 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

From the Approval Date to June 30, 2018 - \$25/annum

the maintenance of a security deposit in the sum of \$5,000, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#2 In the matter of a proposed revocable consent authorizing The New York and Presbyterian Hospitals, Inc. to continue to maintain and use a tunnel under and across Fort Washington Avenue, south of West 168th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2008 to June 30, 2018 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2008 to June 30, 2009 - \$15,057
For the period July 1, 2009 to June 30, 2010 - \$15,496
For the period July 1, 2010 to June 30, 2011 - \$15,935
For the period July 1, 2011 to June 30, 2012 - \$16,374
For the period July 1, 2012 to June 30, 2013 - \$16,813

For the period July 1, 2013 to June 30, 2014 - \$17,252
For the period July 1, 2014 to June 30, 2015 - \$17,691
For the period July 1, 2015 to June 30, 2016 - \$18,130
For the period July 1, 2016 to June 30, 2017 - \$18,569
For the period July 1, 2017 to June 30, 2018 - \$19,008

the maintenance of a security deposit in the sum of \$19,000, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

#3 In the matter of a proposed revocable consent authorizing The Trustees of Columbia University in the City of New York to continue to maintain and use three transformer vaults and a conduit, together with a manhole, under the south sidewalk of West 120th Street, east of Broadway, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$20,058
For the period July 1, 2010 to June 30, 2011 - \$20,642
For the period July 1, 2011 to June 30, 2012 - \$21,226
For the period July 1, 2012 to June 30, 2013 - \$21,810
For the period July 1, 2013 to June 30, 2014 - \$22,394
For the period July 1, 2014 to June 30, 2015 - \$22,978
For the period July 1, 2015 to June 30, 2016 - \$23,562
For the period July 1, 2016 to June 30, 2017 - \$24,146
For the period July 1, 2017 to June 30, 2018 - \$24,730
For the period July 1, 2018 to June 30, 2019 - \$25,314

the maintenance of a security deposit in the sum of \$25,400, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#4 In the matter of a proposed revocable consent authorizing Sprint Communications Company L.P. to continue to maintain and use conduits in West 15th Street, West 16th Street, Eighth Avenue and Ninth Avenue, and cables in the existing facilities of the Empire City Subway Company (Limited), in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$150,319
For the period July 1, 2010 to June 30, 2011 - \$154,697
For the period July 1, 2011 to June 30, 2012 - \$159,075
For the period July 1, 2012 to June 30, 2013 - \$163,453
For the period July 1, 2013 to June 30, 2014 - \$167,831
For the period July 1, 2014 to June 30, 2015 - \$172,209
For the period July 1, 2015 to June 30, 2016 - \$176,587
For the period July 1, 2016 to June 30, 2017 - \$180,965
For the period July 1, 2017 to June 30, 2018 - \$185,343
For the period July 1, 2018 to June 30, 2019 - \$189,721

the maintenance of a security deposit in the sum of \$189,800, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#5 In the matter of a proposed revocable consent authorizing Grand Millennium Condominium to continue to maintain and use an electrical conduit under and along the west sidewalk of Broadway, south of West 67th Street, and under and along the south sidewalk of West 67th Street, west of Broadway, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2008 to June 30, 2018 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2008 to June 30, 2009 - \$2,761
For the period July 1, 2009 to June 30, 2010 - \$2,841
For the period July 1, 2010 to June 30, 2011 - \$2,921
For the period July 1, 2011 to June 30, 2012 - \$3,001
For the period July 1, 2012 to June 30, 2013 - \$3,081
For the period July 1, 2013 to June 30, 2014 - \$3,161
For the period July 1, 2014 to June 30, 2015 - \$3,241
For the period July 1, 2015 to June 30, 2016 - \$3,321
For the period July 1, 2016 to June 30, 2017 - \$3,401
For the period July 1, 2017 to June 30, 2018 - \$3,481

the maintenance of a security deposit in the sum of \$3,500, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#6 In the matter of a proposed revocable consent authorizing New York University to continue to maintain and use a conduit under and across Stuyvesant Street, north of East 9th Street, a conduit under and across Cooper Square, north of East 4th Street, and cables in the existing facilities of the Empire City Subway Company (Limited), in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$15,643
For the period July 1, 2010 to June 30, 2011 - \$16,099
For the period July 1, 2011 to June 30, 2012 - \$16,655
For the period July 1, 2012 to June 30, 2013 - \$17,011
For the period July 1, 2013 to June 30, 2014 - \$17,467
For the period July 1, 2014 to June 30, 2015 - \$17,923
For the period July 1, 2015 to June 30, 2016 - \$18,379
For the period July 1, 2016 to June 30, 2017 - \$18,835
For the period July 1, 2017 to June 30, 2018 - \$19,291
For the period July 1, 2018 to June 30, 2019 - \$19,747

the maintenance of a security deposit in the sum of \$15,200, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage

for each occurrence in the aggregate amount of \$100,000.

#7 In the matter of a proposed modification revocable consent authorizing New York University to construct, maintain and use the additional conduits under and across Washington Place, west of Mercer Street, under and across Mercer Street, north of Washington Place, and under and across Washington Place, east of Mercer Street, in the Borough of Manhattan. The proposed modification revocable consent is for the period from the Date of Approval by the Mayor to June 30, 2009 is increased by \$10,059 per annum and thereafter annual compensation shall be based on the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$35,601

the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

a9-29

COURT NOTICES

SUPREME COURT

■ NOTICE

QUEENS COUNTY IA PART 8 NOTICE OF PETITION INDEX NUMBER 8655/09

In the Matter of the Application of THE CITY OF NEW YORK, relative to acquiring title in fee to certain real property where not heretofore acquired for the same purpose located along

BEACH 43rd STREET

from Beach Channel Drive to Conch Basin Bulkhead; and

BEACH 44th STREET

from Beach Channel Drive to Conch Road; and

BEACH 45th STREET

from Beach Channel Drive to Norton Avenue; and

CONCH DRIVE

from Beach 43rd Street to Norton Basin Bulkhead; and

NORTON AVENUE

from Beach 45th Street to Beach 43rd Street; and

EDGEMERE DRIVE

from Beach 44th Street to Beach 43rd Street; and

HANTZ ROAD

from Beach 45th Street to Beach 44th Street; and

CONCH ROAD

from Beach 43rd Street to Beach 44th Street

in the Borough of Queens, City and State of New York.

PLEASE TAKE NOTICE that the Corporation Counsel of the City of New York intends to make application to the Supreme Court of the State of New York, Queens County, IA Part 8, for certain relief.

The application will be made at the following time and place: At 88-11 Sutphin Blvd., Jamaica, in the Borough of Queens, City and State of New York, on May 8, 2009 at 10:00 A.M., or as soon thereafter as counsel can be heard.

The application is for an order:

- authorizing the City to file an acquisition map in the Office of the City Register;
- directing that upon the filing of said map, title to the property sought to be acquired shall vest in the City;
- providing that just compensation therefor be ascertained and determined by the Supreme Court without a jury; and
- providing that notices of claim must be served and filed within one calendar year from the vesting date.

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 DEPARTMENT OF DESIGN AND CONSTRUCTION and the DEPARTMENT OF TRANSPORTATION in the Borough of Queens City and State of New York. The description of the real property to be acquired is as follows:

PART 1

Beginning at a point on the northerly line of Beach Channel Drive (75 feet wide) extended easterly, said point being 4.00 feet distant easterly from the corner formed by the intersection of the northerly line of Beach Channel Drive and the westerly line of Beach 45th Street (50 feet wide) as said streets are shown on Alteration Map No. 4929 and on Acquisition and Damage Map No. 5944, dated April 9, 2007 No. 1 Running thence northerly along a line through the bed of Beach 45th Street, for 887.71 feet to a point;

- No. 2 Running thence westerly and deflecting to the left 90 degrees 00 minutes 00 seconds from the last-mentioned course, for 4.00 feet to a point on the westerly line of Beach 45th Street;
- No. 3 Running thence northerly along the westerly line of Beach 45th Street and deflecting to the right 90 degrees 00 minutes 00 seconds from the last-mentioned course, for 164.09 feet to a point on the westerly line of Beach 45th Street;
- No. 4 Running easterly along a line through the bed of Beach 45th Street and deflecting to the right 90 degrees 00 minutes 00 seconds from the last-mentioned course, for 5.48 feet to a point;
- No. 5 Running thence northerly along a line through the bed of Beach 45th Street and deflecting to the left 90 degrees 00 minutes 00 seconds from the last-mentioned course, for 33.20 feet to a point;
- No. 6 Running thence westerly along a line through the bed of Beach 45th Street and deflecting to the left 90 degrees 00 minutes 00 seconds from the last-mentioned course, for 5.48 feet to a point on the westerly line of Beach 45th Street;
- No. 7 Running thence northerly along the westerly line of Beach 45th Street and deflecting to the right 90 degrees 00 minutes 00 seconds from the last-mentioned course, for 79.61 feet to a point of curvature;
- No. 8 Running thence easterly through the bed of Norton Avenue and along a curve bearing to the right with a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 31.42 feet to a point of tangency in the bed of Norton Avenue;
- No. 9 Running thence easterly along a line through the bed of Norton Avenue, for 21.54 feet to a point in the bed of Beach 44th Street (60 feet wide);
- No. 10 Running thence southerly along a line through the bed of Beach 44th Street, deflecting to the right 90 degrees 00 minutes 00 seconds from the last mentioned course, for 50.00 feet to a point in the bed of Beach 44th Street;
- No. 11 Running thence westerly along a line through the bed of Norton Avenue, deflecting to the right 90 degrees 00 minutes 00 seconds from the last mentioned course, for 131.54 feet to a point of curvature;
- No. 12 Running thence southerly through the bed of Norton Avenue and along a curve bearing to the left with a radius of 54.50 feet and a central angle of 90 degrees 00 minutes 00 second, an arc distance of 85.61 feet to a point of tangency in the bed of Beach 45th Street;
- No. 13 Running thence southerly along a line through the bed of Beach 45th Street for 725.00 feet to a point on the northerly line of Hantz Road (50 feet wide) extended westerly;
- No. 14 Running thence easterly along the northerly line of Hantz Road, deflecting to the left 90 degrees 00 minutes 00 seconds from the last mentioned course, for 189.54 feet to point in the bed of Beach 44th Street;
- No. 15 Running thence southerly along a line through the bed of Beach 44th Street, deflecting to the right 90 degrees 00 minutes 00 seconds from the last mentioned course, for 50.00 feet to a point on the southerly line of Hantz Road extended easterly;
- No. 16 Running thence westerly along said southerly line of Hantz Road extended westerly, deflecting to the right 90 degrees 00 minutes 00 seconds from the last mentioned course, for 189.54 feet to a point in the bed of Beach 45th Street;
- No. 17 Running thence southerly along a line through the bed of Beach 45th Street, deflecting to the left 90 degrees 00 minutes 00 seconds from the last mentioned course, for 304.61 feet to a point on the northerly line of Beach Channel Drive;
- No. 18 Running thence westerly along the northerly line of Beach Channel Drive, deflecting to the right 90 degrees 00 minutes 00 seconds from the last mentioned course, for 42.00 feet to the place and point of beginning.

PART 2

- Beginning at a point on the northerly line of Beach Channel Drive (75 feet wide) extended easterly, said point being 9.00 feet distant easterly from the corner formed by the intersection of the northerly line Beach Channel Drive and the westerly line of Beach 44th Street (60 feet wide) as said streets are shown on Alteration Map No. 2929 and on Acquisition and Damage Map No. 5944, dated April 9, 2007.
- No. 1 Running thence northerly along a line through the bed of Beach 44th Street, for 1134.61 feet to a point;
 - No. 2 Running thence westerly along a line through the bed of Beach 44th Street, and deflecting to the left 90 degrees 00 minutes 00 seconds from the last-mentioned course, for 4.00 feet to a point on the westerly line of Beach 45th Street;
 - No. 3 Running thence northerly along a line through the bed of Beach 44th Street and deflecting to the right 90 degrees 00 minutes 00 seconds from the last-mentioned course for 392.68 feet to a point of curvature;
 - No. 4 Running thence easterly through the bed of Beach 44th Street and along a curve bearing to the right with a radius of 20.00 feet and a central angle of 90 degrees 06 minutes 52.5 seconds, an arc distance of 31.74 feet to a point of tangency in the bed of Conch Road;
 - No. 5 Running thence easterly along a line through the bed of Conch Road, for 250.09 feet to a point on the westerly line of Beach 43rd Street (50 feet wide);
 - No. 6 Running thence southerly along the westerly line of Beach 43rd Street deflecting to the right 90 degrees 02 minutes 42.5 seconds from the last mentioned course, for 50.00 feet to a point;
 - No. 7 Running thence westerly along a line through the bed of Conch Road, deflecting to the right 89

- degrees 57 minutes 17.5 seconds from the last mentioned course, for 164.87 feet to a point of curvature;
- No. 8 Running thence southerly through the bed of Conch Road and along a curve bearing to the left with a radius of 55.00 feet and a central angle of 90 degrees 06 minutes 52.5 seconds, an arc distance of 86.50 feet to a point of tangency in the bed of Beach 44th Street;
- No. 9 Running thence southerly along a line through the bed of Beach 44th Street for 257.51 feet to a point in the bed of Beach 44th Street;
- No. 10 Running thence easterly along a line through the bed of Norton Avenue, deflecting to the left 90 degrees 00 minutes 00 seconds from the last mentioned course, for 219.12 feet to point on the westerly line of Beach 43rd Street;
- No. 11 Running thence southerly along the westerly line of Beach 43rd Street, deflecting to the right 90 degrees 09 minutes 35 seconds from the last mentioned course, for 50.00 feet a point;
- No. 12 Running thence westerly along a line through the bed of Norton Avenue, deflecting to the right 89 degrees 50 minutes 25 seconds from the last mentioned course, for 222.99 feet to a point in the bed of Beach 44th Street;
- No. 13 Running thence southerly along a line through the bed of Beach 44th Street, deflecting to the left 90 degrees 00 minutes 00 seconds from the last mentioned course, for 382.82 feet to a point on the northerly line of Edgemere Drive (50 feet wide) extended westerly in the bed of Beach 44th Street;
- No. 14 Running thence easterly along the northerly line of Edgemere Drive, deflecting to the left 90 degrees 00 minutes 00 seconds from the last mentioned course, for 221.93 feet to the corner formed by the intersection of the northerly line of Edgemere Drive with the westerly line of Beach 43rd Street;
- No. 15 Running thence southerly along the westerly line of Beach 43rd Street, deflecting to the right 90 degrees 09 minutes 35 seconds from the last mentioned course, for 50.00 feet to the corner formed by the intersection of the southerly line of Edgemere Drive with the westerly line of Beach 43rd Street;
- No.16 Running thence westerly along the southerly line of Edgemere Drive extended westerly, deflecting to the right 89 degrees 50 minutes 25 seconds from the last mentioned course, for 221.79 feet to a point in the bed of Beach 44th Street;
- No. 17 Running thence southerly along a line through the bed of Beach 44th Street, deflecting to the left 90 degrees 00 minutes 00 seconds from the last mentioned course, for 701.79 feet to a point on the northerly line of Beach Channel Drive;
- No. 18 Running thence westerly along the northerly line of Beach Channel Drive, deflecting to the right 90 degrees 00 minutes 00 seconds from the last mentioned course, for 41.98 feet to the place and point of beginning.

PART 3

- Beginning at the corner formed by the intersection of the northerly line of Beach Channel Drive (75 feet wide) with the westerly line of Beach 43rd Street (50 feet wide), as said streets are shown on Alteration Map No. 4929 and on Acquisition and Damage Map No. 5944, dated April 9, 2007.
- No. 1 Running thence northerly along said westerly line of Beach 43rd Street for 2071.91 feet to the intersection of the northerly terminus of Beach 43rd Street and the southerly U.S. Pierhead and Bulkhead Line of Conch Basin as shown on Alteration Map No. 4929;
 - No. 2 Running thence northerly along said U.S. Pierhead and Bulkhead Line, deflecting to the right 45 degrees 13 minutes 06.7 seconds from the last mentioned course, for 7.04 feet to an angle point in the U.S. Pierhead and Bulkhead Line as shown on Alteration Map No. 4929;
 - No. 3 Running thence northeasterly along said U.S. Pierhead and Bulkhead Line, deflecting to the right 21 degrees 15 minutes 19.5 seconds from the last mentioned course, for 49.08 feet to the intersection of the easterly line of Beach 43rd Street with the southerly U.S. Pierhead and Bulkhead Line of Conch Basin as shown on Alteration Map No. 4929;
 - No. 4 Running thence southerly along the easterly line of Beach 43rd Street, deflecting to the right 113 degrees 31 minutes 33.8 seconds from the last mentioned course, for 84.65 feet to a point of curvature;
 - No. 5 Running thence along a curve bearing to the left with a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 39.27 feet to a point of tangency on the northerly line of Conch Drive (50 feet wide);
 - No. 6 Running thence easterly along said northerly line of Conch Drive for 70.00 feet to the intersection of easterly terminus of Conch Drive and the westerly New York City Bulkhead Line of Norton Basin as shown on Alteration Map No. 4929;
 - No. 7 Running thence southerly along said New York City Bulkhead Line, deflecting to the right 90 degrees 00 minutes 00 seconds from the last mentioned course, for 50.00 feet to a point on the southerly line of Conch Drive;
 - No. 8 Running thence westerly along the southerly line of Conch Drive, deflecting to the right 90 degrees 00 minutes 00 seconds from the last mentioned course, for 70.00 feet to a point of curvature;
 - No. 9 Running thence along a curve bearing to the left with a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 39.27 feet to a point of tangency on the easterly line of Beach 43rd Street;
 - No. 10 Running thence southerly along said easterly line of Beach 43rd Street for 1903.68 feet to a corner

- formed by the intersection of the northerly line of Beach Channel Drive with the easterly line of Beach 43rd Street as shown on Alteration Map No. 4949.
- No. 11 Thence westerly along a line, deflecting to the right 92 degrees 43 minutes 34 seconds from the last mentioned course, for 5.00 feet to a point;
- No. 12 Thence westerly along a line deflecting to the left 14 degrees 31 minutes 48 seconds from the last mentioned course, for 40.90 feet a point;
- No. 13 Thence westerly along a line, deflecting to the right 11 degrees 38 minutes 40 seconds from the last mentioned course, for 4.97 feet to the place and point of beginning.

The areas to be acquired are shown as Beach 43rd Street, Beach 44th Street, Beach 45th Street, Edgemere Drive, Conch Road, Conch Drive and Norton Avenue shown on Alteration Map No. 4929, certified by the City Planning Commission on August 18, 1997, and on Acquisition and Damage Map No. 5944 dated April 9, 2007.

The properties affected by this proceeding are located in Beach 43rd Street, Beach 44th Street, Beach 45th Street, Edgemere Drive, Conch Road, Conch Drive and Norton Avenue and Queens Tax Blocks 15960, 15961, 15962, 15963, 15964, 15965, 15966, 15967, and 15968 as shown on the Tax Map of the City of New York for the Borough and County of Queens as said Tax Map existed on March 10 & 16, 2006.

The property shall be acquired subject to encroachments, if any, of the structures, improvements and appurtenances standing or maintained partly upon the above described parcels and partly upon the lands and premises adjoining the same, as long as such 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: April 3, 2009, New York, New York
 MICHAEL A. CARDOZO
 Corporation Counsel of the City of New York
 100 Church Street, Room 5-217
 New York, New York 10007
 Tel. (212) 788-0424

SEE MAPS ON BACK PAGES

a13-28

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ AUCTION

PUBLIC AUCTION SALE NUMBER 09001- U AND V

NOTICE IS HEREBY GIVEN of a bi-weekly public auction of City fleet vehicles consisting of cars, vans, light duty vehicles, trucks, heavy equipment and miscellaneous automotive equipment to be held on WEDNESDAY, APRIL 29, 2009 (SALE NUMBER 09001-V). This auction is held every other Wednesday unless otherwise notified. Viewing is on auction day only from 8:30 A.M. until 9:00 A.M. The auction begins at 9:00 A.M.

NOTE: The auction scheduled for Wednesday, April 15, 2009 (SALE NUMBER 09001-U) has been cancelled.

LOCATION: 570 Kent Avenue, Brooklyn, NY (in the Brooklyn Navy Yard between Taylor and Clymer Streets).

A listing of vehicles to be offered for sale in the next auction can be viewed on our Web site, on the Friday prior to the sale date at: <http://www.nyc.gov/auctions>
 Terms and Conditions of Sale can also be viewed at this site.

For further information, please call (718) 417-2155 or (718) 625-1313.

a1-29

■ SALE BY SEALED BID

SALE OF: 1 LOT OF UNCLEAN ALUMINUM/COPPER.

S.P. #: 09018 DUE: April 23, 2009

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.
 DCAS, Division of Municipal Supply Services, 18th Floor Bid Room, Municipal Building, New York, NY 10007.
 For sales proposal contact Gladys Genoves-McCauley (718) 417-2156 for information.

a10-23

POLICE

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

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

Recovered, lost, abandoned property, property obtained from prisoners, emotionally disturbed, intoxicated and deceased persons; and property obtained from persons incapable of caring for themselves. Motor vehicles, boats, bicycles, business machines, cameras, calculating machines, electrical and optical property, furniture, furs, handbags, hardware, jewelry, photographic equipment, radios, robes, sound systems, surgical and musical instruments, tools, wearing apparel, communications equipment, computers, and other miscellaneous articles.

INQUIRIES

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

FOR MOTOR VEHICLES

(All Boroughs):

- * College Auto Pound, 129-01 31 Avenue, College Point, NY 11354, (718) 445-0100
- * Gowanus Auto Pound, 29th Street and 2nd Avenue, Brooklyn, NY 11212, (718) 832-3852
- * Erie Basin Auto Pound, 700 Columbia Street, Brooklyn, NY 11231, (718) 246-2029

FOR ALL OTHER PROPERTY

- * Manhattan - 1 Police Plaza, New York, NY 10038, (212) 374-4925.
- * Brooklyn - 84th Precinct, 301 Gold Street, Brooklyn, NY 11201, (718) 875-6675.
- * Bronx Property Clerk - 215 East 161 Street, Bronx, NY 10451, (718) 590-2806.
- * Queens Property Clerk - 47-07 Pearson Place, Long Island City, NY 11101, (718) 433-2678.
- * Staten Island Property Clerk - 1 Edgewater Plaza, Staten Island, NY 10301, (718) 876-8484.

j1-d31

AUCTION

PUBLIC AUCTION SALE NUMBER 1157

NOTICE IS HEREBY GIVEN of a ONE (1) day public auction of unclaimed salvage vehicles, motorcycles, automobiles, trucks, and vans. Inspection day is May 4, 2009 from 10:00 A.M. - 2:00 P.M.

Salvage vehicles, motorcycles, automobiles, trucks & vans will be auctioned on May 5, 2009 at approximately 9:30 A.M.

Auction will be held at the Erie Basin Auto Pound, 700 Columbia Street (in Redhook area of B'klyn, 2 blocks from Halleck St.)

For information concerning the inspection and sale of these items, call the Property Clerk Division's Auction Unit information line (646) 610-4614.

a22-m5

PROCUREMENT

"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."

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

SOLICITATIONS

Goods

BAKERY PRODUCTS – Competitive Sealed Bids – PIN# 8570900910 – DUE 04-27-09 AT 10:00 A.M.

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

Department of Citywide Administrative Services
Office of Vendor Relations, 1 Centre Street, Room 1800
New York, NY 10007. Jeanette Megna (212) 669-8610.

a22

GRP: ATTENUATORS, TRUCK MOUNTED, SCORPION, UMAD – Competitive Sealed Bids – PIN# 8570900211 – DUE 05-07-09 AT 10:30 A.M.

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

Department of Citywide Administrative Services
Office of Vendor Relations, 1 Centre Street, Room 1800
New York, NY 10007. Jeanette Megna (212) 669-8610.

a22

AWARDS

Goods

AMMUNITION: SHOTGUN SHELLS AND MISC. – Competitive Sealed Bids – PIN# 857900027 – AMT: \$3,200.00 – TO: Olin Corporation Winchester Division, 427 North Shamrock Street, East Alton, IL 62024-1197.

● **EARPHONES, BUD-TYPE, STEREO, TRANSPARENT (DOC)** – Competitive Sealed Bids – PIN# 857900750 – AMT: \$61,250.00 – TO: H G Maybeck Company, Inc., 179-30 93rd Avenue, Jamaica, NY 11433.

● **GLOVES, EXAM, POWDER-FREE, NON-STERILE, MEDIUM** – Other – PIN# 857901011 – AMT: \$4,276.00 – TO: American Healthcare Products Inc., 1028 Westminster Avenue, Alhambra, CA 91803. - Original Vendor: Glove USA Inc. Basis for buy-against: non-delivery by original vendor on Purchase Order #S908253.

● **GLOVES, EXAM, POWDER-FREE, NON-STERILE, MEDIUM** – Other – PIN# 857901012 – AMT: \$1,069.00 – TO: American Healthcare Products Inc., 1028 Westminster Avenue, Alhambra, CA 91803. - Original Vendor: Glove USA Inc. Basis for buy-against: non-delivery by original vendor on Purchase Order #S908252.

● **GLOVES, EXAM, POWDER-FREE/FDNYEMS** – Other – PIN# 857901013 – AMT: \$2,138.00 – TO: American Healthcare Products Inc., 1028 Westminster Avenue, Alhambra, CA 91803. - Original Vendor: Glove USA Inc. Basis for buy-against: non-delivery by original vendor on Purchase Order #S908251.

● **GLOVES, EXAM, POWDER-FREE/FDNYEMS** – Other – PIN# 857901014 – AMT: \$8,017.50 – TO: American Healthcare Products Inc., 1028 Westminster Avenue, Alhambra, CA 91803. - Original Vendor: Glove USA Inc. Basis for buy-against: non-delivery by original vendor on Purchase Order #S908249.

a22

DELL PC AGGREGATE PURCHASE - NYPD – Intergovernmental Purchase – PIN# 8570901008 – AMT: \$300,000.00 – TO: Dell Marketing, One Dell Way, Round Rock, TX 78682. NYS Contract #PT55666.

● **DELL PC AGGREGATE PURCHASE - NYPD** – Intergovernmental Purchase – PIN# 8570901006 – AMT: \$531,280.00 – TO: Dell Marketing LP, One Dell Way MS 8707, Round Rock, TX 78682. NYS Contract #PT55666.

● **MICROSOFT CLA AGREEMENT 6.0 - OFFICE OF THE MAYOR** – Intergovernmental Purchase – PIN# 8570900986 – AMT: \$240,421.90 – TO: Hewlett Packard Co., 10810 Farnam Dr., Omaha, NE 68154. NYS Contract #PT61408.

● **NETAPP SYSTEMS AND STORAGE - DOS** – Intergovernmental Purchase – PIN# 8570900949 – AMT: \$134,668.04 – TO: Webhouse, Inc., 450 Sunrise Hwy., Suite 103, Rockville Centre, NY 11570. NYS Contract #PT60947.

● **IBM ENTERPRISE SYSTEMS - FISA** – Intergovernmental Purchase – PIN# 8570900961 – AMT: \$2,247,516.30 – TO: International Business Machines Corp., 80 State St., Albany, NY 12207. NYS Contract #PT63994.

● **COMMUNICATIONS NETWORKING - DOI** – Intergovernmental Purchase – PIN# 8570900978 – AMT: \$138,638.24 – TO: Bluewater Communications Group, LLC, 110 Parkway Dr. South, Suite A, Hauppauge, NY 11788. NYS Contract #PT59009.

● **MCAFFEE NETWORKING HARDWARE - DOITT** – Intergovernmental Purchase – PIN# 8570900972 – AMT: \$372,250.00 – TO: Dyntek Services Inc., One Penn Plaza, 250 W. 34th St., Suite 4115, New York, NY 10119. NYS Contracts #PT59096; PS59097.

Suppliers wishing to be considered for a contract with the Office of General Services of New York State are advised to contact the Procurement Services Group, Corning Tower, Room 3711, Empire State Plaza, Albany, NY 12242 or by phone: 518-474-6717.

a22

VENDOR LISTS

Goods

ACCEPTABLE BRAND LIST – In accordance with PPB Rules, Section 2-05(c)(3), the following is a list of all food items for which an Acceptable Brands List has been established.

1. Mix, Biscuit - AB-14-1:92
2. Mix, Bran Muffin - AB-14-2:91
3. Mix, Corn Muffin - AB-14-5:91
4. Mix, Pie Crust - AB-14-9:91
5. Mixes, Cake - AB-14-11:92A
6. Mix, Egg Nog - AB-14-19:93
7. Canned Beef Stew - AB-14-25:97
8. Canned Ham Shanks - AB-14-28:91
9. Canned Corned Beef Hash - AB-14-26:94
10. Canned Boned Chicken - AB-14-27:91
11. Canned Corned Beef - AB-14-30:91
12. Canned Ham, Cured - AB-14-29:91
13. Complete Horse Feed Pellets - AB-15-1:92
14. Canned Soups - AB-14-10:92D
15. Infant Formula, Ready to Feed - AB-16-1:93
16. Spices - AB-14-12:95
17. Soy Sauce - AB-14-03:94
18. Worcestershire Sauce - AB-14-04:94

Application for inclusion on the above enumerated Acceptable Brand Lists for foods shall be made in writing and addressed to: Purchase Director, Food Unit, Department of Citywide Administrative Services, Division of Municipal Supply Services, 1 Centre Street, 18th Floor, New York, NY 10007. (212) 669-4207.

j4-17

EQUIPMENT FOR DEPARTMENT OF SANITATION – In accordance with PPB Rules, Section 2.05(c)(3), an acceptable brands list will be established for the following equipment for the Department of Sanitation:

- A. Collection Truck Bodies
- B. Collection Truck Cab Chassis
- C. Major Component Parts (Engine, Transmission, etc.)

Applications for consideration of equipment products for inclusion on the acceptable brands list are available from: Vendor Relations, Department of Citywide Administrative Services, Division of Municipal Supply Services, 1 Centre Street, 18th Floor, New York, NY 10007. (212) 669-8610.

j4-17

OPEN SPACE FURNITURE SYSTEMS - CITYWIDE – In accordance with PPB Rules, Section 2.05(c)(3), an Acceptable Brands List, #AB-17W-1:99, has been established for open space furniture systems.

Application for consideration of product for inclusion on this acceptable brands list shall be made in writing and addressed to: Vendor Relations, Department of Citywide Administrative Services, Division of Municipal Supply Services, 1 Centre Street, 18th Floor, New York, NY 10007, (212) 669-8610.

j4-17

CITY COUNCIL

ADMINISTRATION

SOLICITATIONS

Construction / Construction Services

LEGISTAR SOFTWARE SERVICES – Sole Source – Available only from a single source - PIN# 102200800003 – DUE 05-01-09 AT 2:00 P.M. – NYCC/Administrative Services Division intends to enter into sole source negotiations with Daystar Computer Systems, Inc. to obtain additional services under the contract to add a Legistar software module for Web-based functionality improving public access. Any firm that believes it can provide this requirement is invited to do so in a letter to the New York City Council, 250 Broadway, 16th Floor, New York, NY 10007. Edward O'Malley, phone (212) 788-6925, fax (212) 791-5266, eomalley@council.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.

City Council, 250 Broadway, 16th Floor, New York, NY 10007. Edward Omalley (212) 788-6925, eomalley@council.nyc.gov

a21-27

ECONOMIC DEVELOPMENT CORPORATION

AWARDS

Goods & Services

2328 ON TWELFTH, LLC – Sole Source – Available only from a single source - PIN# 0003641 – AMT: \$27,500.00 – TO: 2328 on Twelfth, LLC, 2328 Twelfth Avenue, New York, NY 10027. The New York City Economic Development Corporation, on behalf of the New York City Department of Small Business Services (the "City"), as Permittee and subject to the Franchise and Concession Review Committee's approval, has entered into a sole source concession agreement with 2328 on Twelfth, L.L.C., as Permittee, whose address is 2328 Twelfth Avenue, New York, New York 10027 (the "Concession").

The Concession is for approximately 1,921 square feet of a paved lot bordering Marginal Street between West 125th Street and West 132nd Street, in the Borough of Manhattan (part of Block 2004, Lot 999 on the Tax Map) for the purpose of accessory parking for customers of the Fairway store located at Twelfth Avenue and 132nd Street.

The Concession is a sole source award to 2328 on Twelfth, L.L.C.. The term of the Concession is one (1) year, with two (2) one-year renewal options. Permittee shall pay the City \$27,500.00 for the Initial Period, \$28,325.00 for the First Renewal Period and, \$29,174.75 for the Second Renewal Period (if exercised).

a21-27

EMPLOYEES' RETIREMENT SYSTEM

AWARDS

Goods & Services

FUJITSU 5900 SCANNERS – Sole Source – Available only from a single source - PIN# 00904152009 – AMT: \$160,133.05 – TO: SHI, 33 Knightsbridge Road, Piscataway, NJ 08854.

a22

ENVIRONMENTAL PROTECTION

BUREAU OF WASTEWATER TREATMENT

SOLICITATIONS

Services (Other Than Human Services)

CORRECTION: BIOSOLIDS PROCESSING TECHNOLOGIES – Request for Information – PIN# 82609BWTBIO5 – DUE 05-08-09 AT 4:00 P.M. CORRECTION: In an effort to diversify its Biosolids Management Program, the NYCDEP is assessing proven alternative biosolids management practices which could be integrated into its current program. NYCDEP will evaluate alternative delivery mechanisms, such as technology services using the vendor's existing facilities or Design-Build-Own Operate new facilities.

NYC's current Biosolids Program is 100 percent beneficial use for land application. Following an evaluation of the responses to this RFI, the NYCDEP may decide to negotiate services with a favorable technology or develop a Request for Qualifications (RFQ) which may be used to pre-qualify entities for a Request for Proposal (RFP). The submission of this RFI does not constitute or guarantee any contract. This is not an RFP.

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

Department of Environmental Protection
59-17 Junction Blvd., 2nd Floor - Low Rise, 17th Floor
Bid Room, Flushing, NY 11373. Pedick Lai (718) 595-6571, pedickl@dep.nyc.gov

a22

SERVICE AND REPAIR OF GAS TURBINE GENERATORS AT THE HUNT POINT, 26TH WARD, AND WARDS ISLAND WPCPS, CITYWIDE – Competitive Sealed Bids – PIN# 826101245GTG – DUE 05-12-09 AT 11:30 A.M. – CONTRACT 1245-GTG:

Document Fee \$80.00. There is a non-mandatory pre-bid conference on 5/7/09 at 10:00 A.M. at 96-05 Horace Harding Expressway, 2nd Floor Conference Room, Corona, NY 11373. The Project Manager is Vinai Aramsombatdee (718) 595-4856. Vendor Source ID#: 59376.

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.

Department of Environmental Protection,
59-17 Junction Boulevard, 17th Floor, Flushing, NY 11373.
Greg Hall (718) 595-3236, ghall@dep.nyc.gov

a22

HEALTH AND HOSPITALS CORPORATION

The New York City Health and Hospitals Corporation is regularly soliciting bids for supplies and equipment at its Central Purchasing Offices, 346 Broadway, New York City, Room 516, for its Hospitals and Diagnostic and Treatment Centers. All interested parties are welcome to review the bids that are posted in Room 516 weekdays between 9:00 a.m. and 4:30 p.m. For information regarding bids and the bidding process, please call (212) 442-3863.

j1-d31

SOLICITATIONS

Goods

SURGICAL ADHESIVE FOR CARDIAC AND VASCULAR SURGERY – Competitive Sealed Bids – PIN# 11109112 – DUE 05-07-09 AT 3:00 P.M. – Same as or Equal to BioGlue.

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.

Bellevue Hospital Center, 462 First Avenue, Room 12E32
New York, NY 10016. Matthew Gaumer (212) 562-2887
Matthew.Gaumer@bellevue.nychhc.org

a22

ARMSTRONG CEILING TILES AND U.S.G. CEILING TILES – Competitive Sealed Bids – PIN# RB09-346361 – DUE 05-04-09 AT 3:00 P.M. – The total bid package is to be returned in the order in which it is received. All forms and certifications must be completed where applicable. Failure to comply may determine bid to be non-responsive.

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.

Kings County Hospital Center, 451 Clarkson Avenue,
Brooklyn, NY 11203. Rup Bhowmick (718) 245-2122,
rup.bhowmick@nychhc.org
Support Office Building, 591 Kingston Avenue, Room 251,
Brooklyn, NY 11203.

a22

Human/Client Service

CORRECTION: TRANSCRIPTION SERVICES FOR OPERATIVE REPORTS AND DISCHARGE SUMMARIES – Competitive Sealed Bids – PIN# TJ09-318032A – DUE 05-08-09 AT 3:00 P.M. CORRECTION: Service required for a period of three (3) years with an option for two (2) additional years. There will be a mandatory pre-bid conference on 4/29/09 at 1:00 P.M. Vendors are to meet in the Purchasing Department, 591 Kingston Avenue, Brooklyn, NY 11203. The Support Office Building, Room 251. Please contact Theresa Jackson at (718) 245-2119 to confirm your attendance at this meeting. New bid due date: 5/8/09 at 3:00 P.M.

Bid package to be returned in the order in which it is received. All forms and certifications MUST be completed where applicable. Failure to comply may determine bid to be non-responsive.

Bid requested should be forwarded by e-mail to theresa.jackson@nychhc.org. Company name and address, telephone and fax numbers must be included in request.

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

Kings County Hospital Center, 451 Clarkson Avenue,
Brooklyn, NY 11203. Theresa Jackson (718) 245-2119,
theresa.jackson@nychhc.org
Support Office Building, 591 Kingston Avenue, Room 251,
Brooklyn, NY 11203.

a22

HEALTH AND MENTAL HYGIENE

SOLICITATIONS

Services (Other Than Human Services)

PREVENTIVE MAINT. AND REPAIRS OF QUANTUM AND ELECTROMED MED. IMAGING XRAY EQUIP. – Competitive Sealed Bids – PIN# 09TB007500R0X00 – DUE 05-27-09 AT 11:00 A.M. – Perform preventive maintenance (PM), calibrations, regular repairs and emergency repairs on eight (8) Quantum and one (1) Electromed Medical Imaging x-ray equipment located at nine (9) Tuberculosis chest centers. Specifically, the contractor shall replace all worn or defective parts.

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

Health and Mental Hygiene, 93 Worth Street, Room 812
New York, NY 10013. Lorna Roberts (212) 442-2740
lroberts@health.nyc.gov

a22

HOMELESS SERVICES

AWARDS

Human/Client Service

HOMELESS PREVENTION FUND – BP/City Council Discretionary – PIN# 071-09S-03-1354 – AMT: \$50,000.00 – TO: The Bridge Fund of New York, Inc., 271 Madison Avenue, Suite 907, New York, NY 10016.

● **TRANSITIONAL RESIDENCE** – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 071-09S-03-1318 – AMT: \$33,124,796.00 – TO: Aguila, Inc., 661 Cauldwell Avenue, Bronx, NY 10455.

a22

Services (Other Than Human Services)

M&R OF CCTV – Competitive Sealed Bids – PIN# 071-09S-02-1326 – AMT: \$98,190.00 – TO: KRB Security System Integrators, Inc., 20-19 37th Street, Astoria, NY 11105.

● **ON-CALL HAZARDOUS MATERIAL** – Competitive Sealed Bids – PIN# 071-09S-02-1375 – AMT: \$6,725,550.00 – TO: Topline Contracting, Inc., 246 Seigel Street, Brooklyn, NY 11206.

a22

OFFICE OF CONTRACTS AND PROCUREMENT

SOLICITATIONS

Human/Client Service

TRANSITIONAL RESIDENCES FOR HOMELESS/DROP-IN CENTERS – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 071-00S-003-262Z – DUE 06-25-10 AT 10:00 A.M. The Department of Homeless Services is soliciting proposals from organizations interested in developing and operating transitional residences for homeless adults and families including the Neighborhood Based Cluster Residence and drop-in centers for adults. This is an open-ended solicitation; there is no due date for submission.

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.

Department of Homeless Services, 33 Beaver Street
13th Floor, New York, NY 10004.
Marta Zmoira (212) 361-0888, mzmaira@dhs.nyc.gov

j12-24

HOUSING AUTHORITY

SOLICITATIONS

Construction/Construction Services

INSTALLATION OF SMOKE, CARBON MONOXIDE DETECTORS AND STROBE LIGHTS AT VARIOUS MANHATTAN DEVELOPMENTS – Competitive Sealed Bids – PIN# EL9004123 – DUE 05-05-09 AT 10:00 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

Housing Authority, 90 Church Street, 11th Floor, New York NY 10007. Gloria Guillo, MPA, CPPO, (212) 306-3121,
gloria.guillo@nycha.nyc.gov

a17-23

REPAIRING EXTERIOR BRICKWORK AND NEW ROOFING AT HIGHBRIDGE REHABS (NELSON AVENUE) – Competitive Sealed Bids – PIN# ST9004146 – DUE 05-07-09 AT 10:00 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

Housing Authority, 90 Church Street, 11th Floor, New York NY 10007. Gloria Guillo (212) 306-3121,
gloria.guillo@nycha.nyc.gov

a21-27

REPAIRING EXTERIOR BRICKWORK AND NEW ROOFING AT HIGHBRIDGE REHABS (ANDERSON AVENUE) – Competitive Sealed Bids – PIN# ST9004147 – DUE 04-30-09 AT 10:00 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

Housing Authority, 90 Church Street, 11th Floor, New York NY 10007. Gloria Guillo (212) 306-3121,
gloria.guillo@nycha.nyc.gov

a17-23

EXTERIOR COMPACTOR REFUSE MANAGEMENT SYSTEM AT QUEENSBRIDGE HOUSES - NORTH AND SOUTH – Competitive Sealed Bids – PIN# GD9006352 – DUE 05-05-09 AT 10:30 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

Housing Authority, 90 Church Street, 11th Floor, New York NY 10007. Gloria Guillo, MPA, CPPO, (212) 306-3121,
gloria.guillo@nycha.nyc.gov

a22-28

PARKS AND RECREATION

CONTRACT ADMINISTRATION

SOLICITATIONS

Construction/Construction Services

RECONSTRUCTION OF SIDEWALKS DAMAGED BY CITY-OWNED TREES – Competitive Sealed Bids – DUE 05-18-09 AT 10:30 A.M. – PIN# 8462009Q000C20 – QUEENS
PIN# 8462009C000C30 – BX/NYC
PIN# 8462009C000C31 – BKLYN/STATEN ISLAND

Boroughs of Queens, Brooklyn, Bronx, Manhattan, and Staten Island, known as Contract #QG-2109M, CNYG-2509M, CNYG-3309M. Vendor Source ID#s: 59414, 59415, 59416.

● **RECONSTRUCTION OF FLOATING DOCK AND CONSTRUCTION OF DOLPHIN PILE CLUSTER** – Competitive Sealed Bids – PIN# 8462009X336C01 – DUE 05-18-09 AT 10:30 A.M. - At Hunts Point Riverside Park, The Bronx, known as Contract #X336-109M. Vendor Source ID#: 59417.

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

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

Parks and Recreation, Olmsted Center, Room 64
Flushing Meadows Corona Park, Flushing, NY 11368.
Juan Alban (718) 760-6771, Juan.Alban@parks.nyc.gov
Olmsted Center, Room 5, Design Conference Room
Flushing Meadows-Corona Park, Flushing, NY 11368.

a22

RECONSTRUCTION OF FOX PLAYGROUND – Competitive Sealed Bids – PIN# 8462009X247C01 – DUE 05-22-09 AT 10:30 A.M. – Located at the Southeast corner of Fox and East 156th Street, The Bronx, known as Contract #X247-108M. Vendor Source ID#: 59412. This procurement is subject to participation goals for MBEs and/or WBEs as required by Local Law 129 of 2005.

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

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

Parks and Recreation, Olmsted Center, Room 64
Flushing Meadows Corona Park, Flushing, NY 11368.
Juan Alban (718) 760-6771, Juan.Alban@parks.nyc.gov
Olmsted Center, Room 5, Design Conference Room,
Flushing Meadows-Corona Park, Flushing, NY 11368.

a22

REVENUE AND CONCESSIONS

SOLICITATIONS

Services (Other Than Human Services)

CONSTRUCTION, OPERATION AND MAINTENANCE OF FIVE (5) BIKE RENTAL STATIONS – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# M10,37,72,144-BR – DUE 05-14-09 – At Central Park, Riverside Park, West Harlem Piers Park, East River Park, and Highbridge Park, Manhattan.

There will be four (4) recommended on-site proposer meetings and site tours. On Monday, April 20, 2009 at 12:00 P.M., we will be meeting at the Central Park - Merchants' Gate location, which is located by the Maine Monument on Columbus Circle. Later, on Monday, April 20, 2009 at 3:00 P.M., we will meet at Highbridge Park location, which is at the corner of Fort George Hill and Dyckman Street in the Inwood section of Manhattan. Proposers attending these meetings will be responsible for their own transportation between the two sites. On Tuesday, April 21, 2009 at 11:00 A.M., a proposer meeting will be held at the East River Park location, near the north end of the running track between the East 6th Street and East 10th Street pedestrian bridges that cross the FDR River. On Wednesday, April 22, 2009 at 11:00 A.M., we will meet at the Riverside Park location, which is at 70th, near Pier 1, in Riverside Park. The second half of this meeting will be held at the West Harlem Piers Park location, which is at the end of West 135th Street. Proposers attending this meeting will be responsible for their own transportation between the two sites. If you are considering responding to this RFP, please make every effort to attend these recommended meetings and site tours.

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 10021.
Evan George (212) 360-3495, evan.george@parks.nyc.gov

a10-23

POLICE**CONTRACT ADMINISTRATION UNIT****AWARDS***Construction Related Services***ROOF REPLACEMENT AND EXTERIOR WALL RESTORATION**

Competitive Sealed Bids – PIN# 056080000581 – AMT: \$777,000.00 – TO: Maximus I Contracting Corp., 43-10 39th Street, LIC, NY 11104. At the Applicant Processing Division, 4201 4th Avenue, Brooklyn, New York 11232 – NYPD.

a22

SCHOOL CONSTRUCTION AUTHORITY**SOLICITATIONS***Construction / Construction Services***INSTALLATION OF SURVEILLANCE SERVICES**

Competitive Sealed Bids – PIN# SCA09-12602D-1 – DUE 05-05-09 AT 2:30 P.M. – Four (4) Schools (Manhattan). Project Range: \$1,560,000.00 to \$1,640,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Lily Persaud (718) 752-5852 lpersaud@nycsca.org

a20-24

CONTRACT ADMINISTRATION**SOLICITATIONS***Construction / Construction Services*

FLOORS – Competitive Sealed Bids – PIN# SCA09-12586D-1 – DUE 05-11-09 AT 10:00 A.M. – PS 157 (Brooklyn). Project Range: \$1,460,000.00 to \$1,540,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Stephanie Lyle (718) 752-5854 slyle@nycsca.org

a20-24

FLOOR RECONSTRUCTION – Competitive Sealed Bids – PIN# SCA09-12594D-1 – DUE 05-08-09 AT 11:00 A.M. – PS 127 (Queens). Project Range: \$1,480,000.00 to \$1,560,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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, Plans Room Window, Room #1046, Long Island City, NY 11101. Kevantae Idlett (718) 472-8360, kidlett@nycsca.org

a20-24

PROGRAM ACCESSIBILITY – Competitive Sealed Bids – PIN# SCA09-12208D-1 – DUE 05-05-09 AT 3:00 P.M. – Project Range: \$3,000,000.00 to \$3,160,000.00.
● **IP SURVEILLANCE CAMERA** – Competitive Sealed Bids – PIN# SCA09-12563D-1 – DUE 05-06-09 AT 10:00 A.M. – Project Range: \$990,000.00 to \$1,050,000.00.

Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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, Plans Room Window, Room #1046, Long Island City, NY 11101. Stacia Edwards (718) 752-5849, sedwards@nycsca.org

a16-22

CLIMATE CONTROL – Competitive Sealed Bids – PIN# SCA09-12559D-1 – DUE 05-12-09 AT 12:00 P.M. – Fashion Industries Vocational HS (Manhattan). Project Range: \$2,490,000.00 to \$2,620,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order. Make checks payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Rookmin Singh (718) 752-5843 rsingh@nycsca.org

a22-28

SCIENCE LAB UPGRADE – Competitive Sealed Bids – PIN# SCA09-12352D-1 – DUE 05-11-09 AT 10:30 A.M. – Project Range: \$1,620,000.00 to \$1,710,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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, Plans Room Window, Room #1046, Long Island City, NY 11101. Stacia Edwards (718) 752-5849, sedwards@nycsca.org

a21-27

NEW SCHOOL BUILDING – Competitive Sealed Bids – PIN# SCA09-00073B-1 – DUE 05-29-09 AT 3:00 P.M. Spring Creek HS (Brooklyn). Project Range: \$91,170,000.00 to \$95,970,000.00. Mandatory pre-bid meeting date: May 14, 2009 at 11:00 A.M. at NYC School Construction Authority, 30-30 Thomson Avenue, LIC, NY 11101. Limited List: Bids will only be accepted from the following Construction Managers/Prime General Contractors (See Attached List). Bovis Lend Lease LMB, Inc., Leon D. DeMatteis Construction Corp., Petracca and Sons, Inc.; Plaza Construction Corporation and Tishman Construction Corp. of NY. Documents Price: \$250.00.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Kevantae Idlett (718) 472-8360 kidlett@nycsca.org

a22-28

ELECTRICAL SYSTEMS/ROOM CONVERSION

Competitive Sealed Bids – PIN# SCA09-004463-1 – DUE 05-07-09 AT 10:30 A.M. – Lehman HS (Bronx). Project Range: \$3,340,000.00 to \$3,520,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make checks payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Rookmin Singh (718) 752-5843 rsingh@nycsca.org

a17-23

STUDENT TOILETS – Competitive Sealed Bids – PIN# SCA09-12355D-1 – DUE 05-12-09 AT 10:00 A.M. Metropolitan Corporate Academy HS (Brooklyn). Project Range: \$1,070,000.00 to \$1,125,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Stephanie Lyle (718) 752-5854 slyle@nycsca.org

a21-27

*Construction Related Services***CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH MANAGEMENT AND COORDINATION OF EMERGENCY RESPONSE PROGRAM**

Competitive Sealed Proposals – PIN# 09-00059R – DUE 05-06-09 AT 2:00 P.M. – Proposals will be accepted from the following firms: AECOM USA, Inc.; Bovis Lend Lease, LMB, Inc.; Epic Management, Inc.; F.J. Sciam Construction Co., Inc.; H.J. Russell Construction Co., Inc.; Hunter Roberts Construction Group; Leon D DeMatteis Construction Corp.; LiRo Program and Construction Management, P.C.; Parson Brinckerhoff Construction Services; S. Digiaco and Son, Inc.; Skanska USA Building, Inc.; TDX Construction Corporation; The Pike Company, Inc.; Tishman Construction Corp. of New York; URS Corporation - New York; 3D/International, Inc./Parsons Corporation; Hill International, Inc.

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, 1st floor, Long Island City, NY 11101. Seema Menon (718) 472-8284, smenon@nycsca.org

a20-24

PROCUREMENT**SOLICITATIONS***Construction / Construction Services*

MASONRY REPAIRS – Competitive Sealed Bids – PIN# SCA09-11808D-1 – DUE 05-07-09 AT 3:30 P.M. PS 15 (Queens). Project Range: \$1,610,000.00 to \$1,700,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Cecelia Singh (718) 752-5441 csingh@nycsca.org

a22-28

TRANSPORTATION**DIVISION OF FRANCHISES, CONCESSIONS AND CONSENTS****SOLICITATIONS***Services (Other Than Human Services)*

NON-PROFIT PUBLIC PLAZA OPPORTUNITIES – Other – PIN# 84109MBAD417 – DUE 06-30-09 AT 5:00 P.M. – NYC Plaza Program Opportunities
This is not a job application
The NYC Department of Transportation (DOT) is now accepting applications from eligible not-for-profit organizations to propose sites for new public plazas. Through this program, DOT will work with selected community partners to build new neighborhood plazas throughout the City. After the plazas are designed and built, the partnering organizations will be responsible for the maintenance, operation and management of the plazas, which may include the operation of a concession by the selected not-for-profit organization. Interested not-for-profit organizations should visit www.nyc.gov/plazas to learn more about the program and to download the program's guidelines and application. Interested not-for-profit organizations may also obtain a copy of the program's guidelines and application by contacting Mr. Vaidila Kungys, Senior President Manager at DOT: Planning and Sustainability, 40 Worth Street, Room 1029, NY, NY 10013, or calling: (212) 442-7154.

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.
Department of Transportation, 40 Worth Street, Room 942 New York, NY 10013. Vaidila Kungys (212) 442-7154 plazas@dot.nyc.gov

a17-30

CANCELLATION: UNSUBSIDIZED BUS SERVICE IN BROOKLYN – Request for Proposals – PIN# 84109BKAD415 – DUE 05-20-09 AT 2:00 P.M. – CANCELLATION: This Request for Proposals (RFP) is being cancelled to allow the City to develop the RFP further, in order to ensure that the final solicitation is in the best interest of the City and its bus-riding patrons.

DOT's Office of Franchises, Concessions and Consents is soliciting proposals for a non-exclusive franchise for an unsubsidized bus line providing common carrier service to passengers along designated routes between Williamsburg and Borough Park in the Borough of Brooklyn. The initial term of the Franchise Contract will be ten (10) years, followed by an optional renewal period of ten (10) years and a second optional renewal period of five (5) years. The renewals shall be exercised at the sole option of the Department of Transportation.

The Request for Proposals will be available online starting on April 20, 2009, from: <http://www.nyc.gov/html/dot/html/about/rfpintro.shtml>.

Hard copies may be obtained:
From April 20 - April 30, 2009, 9:00 A.M. to 3:00 P.M.:
Department of Transportation, ACCO Contracts Unit, 40 Worth Street, Room 824A, New York, NY 10013.

From May 4 - May 19, 2009, 9:00 A.M. to 3:00 P.M.:
Department of Transportation, ACCO Contract Management Unit, 55 Water Street, Ground Floor, New York, NY 10041.

Proposals must be submitted to ACCO Contract Management Unit, Department of Transportation, 55 Water Street, Ground Floor, New York, NY 10041. There will be a pre-proposal conference on May 11, 2009 at 11:00 A.M. at 40 Worth St, NY, NY. Please contact the Authorized Department Contact for the room number. Attendees are asked to RSVP. Attendance by proposers is optional but strongly recommended.

All inquiries should be submitted in writing and will be answered in writing.

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.
Department of Transportation, ACCO Contract Management Unit, 55 Water Street, Ground Floor, New York, NY 10041. 40 Worth Street, Room 940, New York, NY 10013. Owiso Makuku (212) 442-8040, franchises@dot.nyc.gov

a14-24

AGENCY PUBLIC HEARINGS ON CONTRACT AWARDS

“These Hearings may be cablecast on NYC TV Channel 74 on Sundays, from 5:00 p.m. to 7:00 p.m. For more information, visit: www.nyc.gov/tv” **NOTE: Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contract Services, Public Hearings Unit, 253 Broadway, 9th Floor, New York, N.Y. 10007, (212) 788-7490, no later than SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING. TDD users should call Verizon relay services.**

CHIEF MEDICAL EXAMINER**PUBLIC HEARINGS****CANCELLATION OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, April 23, 2009, in Spector Hall, 22 Reade Street, Main Floor, Borough of Manhattan, commencing at 10:00 A.M. on the following:

IN THE MATTER of a proposed contract between the Department of Health and Mental Hygiene Office of Chief Medical Examiner (OCME) and Beckman Coulter Inc. located at 4300 N Harbor Blvd, Fullerton, CA 92834, to provide Maintenance and Support Services for Biomek Robots. The contract term shall be for five (5) years from July 1, 2009 To June 30, 2014 with one (1) year option to renew from 7/1/2014 to 6/30/2015. The proposed contract amount is \$413,666.60, PIN: 81609ME0028.

The proposed contractor has been selected as a Sole Source Procurement, pursuant to Section 3, 3-05 of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the Office of Chief Medical Examiner, 421 East 26th Street, 10th floor, - Contracts/Purchasing Division, New York, NY 10016, from April 10, 2009 through April 23, 2009, Monday through Friday, exclusive of holidays, from 10:00 A.M to 3:00 P.M.

Anyone who wishes to speak at this public hearing should request to do so in writing. The written request must be received by the Agency within five (5) business days after publication of this notice. Written request should be sent to, Barbara Markowitz, Agency Chief Contracting Officer at the Office of Chief Medical Examiner, 421 East 26th Street, 10th floor- Contracts/Purchasing Division, New York, NY 10016. If OCME receives no written requests to speak within the prescribed time, OCME reserves the right not to conduct the public hearing.

CANCELLATION OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, April 23, 2009, in Spector Hall, 22 Reade Street, Main Floor, Borough of Manhattan, commencing at 10:00 A.M. on the following:

IN THE MATTER of a proposed contract between the Department of Health and Mental Hygiene, Office of Chief Medical Examiner (OCME) and Ventana Medical Systems, Inc., 1910 E. Innovation Park Drive, Tucson, AZ 85755, to provide Support, Maintenance and Repair Services to the Ventana Benchmark LT Module and the Ventana Special Stainer, and Related Items. The contract amount shall be \$378,400.00. The contract term shall be from July 1, 2009 to June 30, 2014 with one (1) year option to renew from July 1, 2014 to June 30, 2015. PIN: 81610ME0005.

The proposed contractor has been selected as a Sole Source pursuant to Section 3-05 of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the Office of Chief Medical Examiner, 421 East 26th Street, 10th Floor, Contracts/Purchasing Division, New York, NY 10016, from April 10, 2009 to April 23, 2009, Monday through Friday, excluding Holidays, from 10:00 A.M to 3:00 P.M.

Anyone who wishes to speak at this public hearing should request to do so in writing. The written request must be received by the Agency within 5 business days after publication of this notice. Written request should be sent to Barbara Markowitz, Agency Chief Contracting Officer at the Office of Chief Medical Examiner, 421 East 26th Street, 10th Floor, Contracts/Purchasing Division, New York, NY 10016. If OCME receives no written request to speak within the prescribed time, OCME reserves the right not to conduct the public hearing.

a21-23

HEALTH AND MENTAL HYGIENE

PUBLIC HEARINGS

CORRECTED NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, April 23, 2009, in Spector Hall, 22 Reade Street, Main Floor, Borough of Manhattan, commencing at 10:00 A.M. on the following:

IN THE MATTER of a proposed contract between the Department of Health and Mental Hygiene and the Contractor listed below, to provide maintenance for the MOVARIS Business process automation platform and related products on all licenses purchased from Movaris. **The contract term shall be from January 1, 2009 to December 31, 2011, including one three year option to renew for the period from January 1, 2012 to December 31, 2014.**

Contractor/Address

Movaris Inc.
15851 Dallas Parkway, Suite 900
Addison, TX 75001

PIN# 09MI029800R0X00 **Amount** \$106,814.00

The proposed contractor has been selected as a Sole Source Procurement, pursuant to Section 3-05 (b) (2) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the New York City Department of Health and Mental Hygiene, Office of the Agency Chief Contracting Officer, 93 Worth Street, Room 812, New York, NY 10013, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 10:00A.M. to 4:00 P.M.

Anyone who wishes to speak at this Public Hearing should request to do so in writing. The written request must be received by the Agency within 5 business days after publication of this notice. Written requests to speak should be sent to Shamecka Williams, Procurement Analyst at the Department of Health and Mental Hygiene, ACCO's Office, 93 Worth Street, Room 812, New York, NY 10013 or jpalmers3@health.nyc.gov. If DOHMH receives no written requests to speak within the prescribed time, DOHMH reserves the right not to conduct the public hearing.

a21-23

AGENCY RULES

CITYWIDE ADMINISTRATIVE SERVICES

NOTICE

DIVISION OF CITYWIDE PERSONNEL SERVICES PROPOSED AMENDMENT TO CLASSIFICATION

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

A 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 at 1 Centre Street, Pre-Bid Room, 18th Floor North (18th floor public access only from South elevators), New York, NY 10007.

MONDAY, May 4, 2009 at 10:00 A.M.

Copies of the proposal memorandum, the proposed classification resolution and the proposed class specifications for the titles listed below can be viewed on the DCAS Website at: www.nyc.gov/dcas.

RESOLVED, That the Classification of the Classified Service of the City of New York is hereby amended by including the titles indicated below:

I. By establishing in the Non-Competitive Class, under the heading **ALL CITY AGENCIES (999)**, subject to Rule X, Part I, the following titles:

Title Code Number	No. of Positions	Class of Positions	Annual Salary
MXXXXX	unl.	Agency Security Director	These are Management Classes of positions paid in accordance with the Pay Plan for Management Employees. Salaries for these positions are set at a rate in accordance with duties and responsibilities.
MXXXXX	1 per agency	Director (Employee Assistance Program)	

Part I positions are excluded from Civil Service Law Section 75 disciplinary procedures, pursuant to Rule 3.2.3 (b) of the Personnel Rules and Regulations of the City of New York.

II. By establishing in the Non-Competitive Class, under the heading **ALL CITY AGENCIES (999)**, subject to Rule X, Part II, the following title:

Title Code Number	No. of Positions	Class of Positions	Hourly Salary Rate effective 1.01.07
XXXXX	unl.	High School Student Aide	\$7.15 per hour

Employees in this title may not work more than 20 hours per week when school is in session.

III. By establishing in the Non-Competitive Class, under the heading **ALL CITY AGENCIES (999)**, subject to Rule XI, Part II, the following title:

Title Code Number	No. of Positions	Class of Positions	Annual Salary Range eff. 2.01.07		
			#Hired After 2.01.07 Minimum	Incumbent Minimum	Maximum
XXXXX	unl.	Employee Assistance Program Specialist	\$42,779	\$46,133	\$76,813

Part II positions receive Civil Service Law Section 75 disciplinary procedures, pursuant to Rule 3.2.3 (b) of the Personnel Rules and Regulations of the City of New York, after 5 years of service.

Employees hired into City Service on or after 2.01.07 shall be paid at least the "Hired After 2.01.07 Minimum" rate. Upon completion of two years of active or qualified inactive service, such employees shall be paid no less than the indicated "Incumbent Minimum" for the applicable title that is in effect on the two year anniversary of their original appointments. In no case shall an employee receive less than the stated hiring minimum.

a21-23

TRANSPORTATION

NOTICE

NOTICE OF OPPORTUNITY TO COMMENT ON PROPOSED RULE regarding street openings and excavations within the vicinity of bridges under the jurisdiction of the New York City Department of Transportation.

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN THE Commissioner of the Department of Transportation by subdivision (b) of Section 2903 of the New York City Charter, Title 19 of the Administrative Code, and in accordance with the requirements of Section 1043 of the New York City Charter, that the Department of Transportation proposes to amend subparagraph (x) of subdivision (d), paragraph (1), Section 2-11 of Chapter 2 of Title 34 of the Official Compilation of the Rules of the City of New York, the Highway Rules. Matter underlined is new; matter in [brackets] is deleted. These proposed amendments were not included in DOT's regulatory

agenda as they were not anticipated at the time that the agenda was published.

Written comments regarding the proposed rule may be sent to Henry Perahia, Deputy Commissioner/Chief Engineer and Bridge Officer, Department of Transportation, 2 Rector Street, New York NY 10006 by May 26, 2009. A public hearing shall be held on May 26, 2009 at 40 Worth Street, Room 1015, New York, NY at 10:00 A.M. Persons seeking to testify are requested to notify at the address stated above. Persons who need a sign language interpreter or other accommodation for a disability at the hearing are asked to notify Deputy Commissioner Henry Perahia at the foregoing address by May 19, 2009. Persons interested in receiving comments may request them by writing to: Department of Transportation, Record Access Office, 40 Worth Street, New York, N.Y. 10013. Janette Sadik-Khan, Commissioner.

Subparagraph (x) of paragraph (1) of subdivision (d) of § 2-11 of Title 34 of the Rules of the City of New York is amended to read as follows:

(d) Application.

(1) Applications shall include:

(x) whether the proposed work will be within 100 feet on, above or below or in either direction of any portion of a bridge, tunnel, underpass or overpass (if so, approval from the Division of Bridges shall be obtained). For purposes of this section "portion" shall include, but not be limited to, approach slabs, retaining walls, and column supports. The method of excavation and final restoration shall be determined by the Division of Bridges.

STATEMENT OF BASIS AND PURPOSE OF PROPOSED RULE

The Commissioner of Transportation is authorized to promulgate rules regarding streets and highways in the City pursuant to Section 2903(b) of the New York City Charter and Title 19 of the New York City Administrative Code.

There are many structures that constitute bridges within the City, but this designation is not always obvious to a contractor who may wish to perform excavations in the vicinity thereof. This rule is being amended to provide additional safeguards to the structural integrity of bridges, tunnels, underpasses and overpasses under the jurisdiction of the Department, and to better regulate excavations and restorations performed near bridges and on their outlying support structures.

a22

SPECIAL MATERIALS

CITY PLANNING

NOTICE

Substantial Amendment to the 2008 Consolidated Plan 12-day Public Comment Period Addendum - Homelessness Prevention and Rapid Re-Housing Program

Pursuant to the Title XII of the American Recovery and Reinvestment Act of 2009 ("ARRA" or the "Recovery Act") the City of New York announces the 12-day public comment period for the substantial amendment to the 2008 Consolidated Plan: Addendum - Homelessness Prevention and Rapid Re-Housing Program (HPRP).

The Public Comment period will begin Thursday, April 30 and end Monday, May 11, 2009.

The HPRP was created by Congress to provide grants to States and localities to provide financial assistance and services to either prevent individuals and families from becoming homeless or help those are experiencing homelessness to be quickly re-housed and stabilized. The City of New York is expected to receive approximately \$73,929,700 in HPRP funds.

Under existing U.S. Department of Housing and Urban Development (HUD) Consolidated Plan citizen participation regulations, substantial amendments to an approved Plan are required to undergo a 30-day comment period. However, in order to expedite the localities receiving the funds, Congress has waived this regulation and requires the Program to undergo only a 12-day public review period instead.

All comments received at the end of the comment period (close of business) will be summarized and the City's responses incorporated into the 2008 Consolidated Plan amendment addendum for submission to HUD.

The City of New York must submit the amendment to HUD by May 18, 2009 in order to be eligible to receive its allocation.

Copies of the 2008 Consolidated Plan - Addendum: Homelessness Prevention and Rapid Re-Housing Program (HPRP) will be made available at: The City Planning Bookstore, 22 Reade Street, New York, NY (10:00 A.M. - 4:00 P.M., Mon. - Fri.).

In addition, on Thursday, April 30, 2009 at 10:00 A.M. an Adobe PDF version of the amendment will be available for free downloading from the internet via both the Department of Homeless Services' and the Department of City Planning's

websites at: www.nyc.gov/dhs and www.nyc.gov/planning, respectively.

Question and comments may be directed to:
Bill Distefano
Director of Planning, Development and Grants
Division of Prevention, Policy and Planning
NYC Department of Homeless Services
33 Beaver Street, Room 2011, New York, NY 10007
Phone: 212-232-0563
Email: bdistefa@dhs.nyc.gov

The City of New York:
Amanda M. Burden, FAICP, Director, Department of City Planning
Robert V. Hess, Commissioner, Department of Homeless Services

a16-30

LABOR RELATIONS

NOTICE

Ferryboat Titles (Licensed) 2008-2010 Agreement

AGREEMENT entered into this **24th day of March, 2009** 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 District No. 1 PCD/MEBA Licensed Division, AFL-CIO (hereinafter referred to as the "Union"), for the twenty-four month period from November 7, 2008 to November 6, 2010.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the exclusive collective bargaining representative of all Licensed Officers (hereinafter referred to as "Employees") in the bargaining unit composed of persons employed in the following titles: Captain (TC#91510), Assistant Captain (TC#91504), Mate (TC#91556), Chief Marine Engineer (TC#91522), Marine Engineer (TC#91542), Chief Marine Engineer(DC)(TC#91524), Marine Engineer(DC)(TC# 91544) and Mate(DC) (TC# 91555).

Section 2.

For purposes of this Agreement, employees in the above titles may generally be referred to as "Licensed Officers" as distinguished from other personnel whose duties with respect to the operation of a ferryboat or Department of Corrections ("DC") vessels do not require them to hold a license as a prerequisite for employment.

Section 3.

For purposes of this Agreement, per annum shall mean per annum paid employees, both permanent and provisional. Temporary means hiring-hall employees. Step up employees are per annum employees of the Ferry or DC operating service assigned to work in a higher title.

ARTICLE II - JOB SECURITY

During the term of this Agreement, the Employer will attempt to retain all per annum employees who hold positions by permanent appointment. If curtailment because of a reduced number of runs becomes necessary, no such curtailment shall become effective without prior discussion with the Union.

ARTICLE III - 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 Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986 entitled "Procedures for Orderly Payroll Checkoff of Union Dues and Agency Shop Fees."

b. Any employee may consent in writing to the authorization of the deduction from his or her 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 Employer, which bears the signature of the employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, the provisions of which are contained in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE IV - WAGES

Section 1. Agreed annual rates per annum

a. Hiring Rate

	EFFECTIVE DATE	
	11/7/08	11/7/09
Captain	\$63,641	\$66,187
Chief Marine Engineer	\$61,723	\$64,192
Chief Marine Engineer (DC)	\$61,723	\$64,192
Marine Engineer	\$57,633	\$59,938
Marine Engineer (DC)	\$57,633	\$59,938
Assistant Captain	\$56,544	\$58,806
Mate	\$51,933	\$54,010
Mate (DC)	\$51,933	\$54,010

NOTE

* Employees hired on or after 11/7/08 or 11/7/09 shall be paid the hiring rate effective on 11/7/08 or 11/07/09 respectively. Upon completion of one (1) year in active service, such employee shall be paid the indicated incumbent rate for the applicable title that is in effect on the one (1) year anniversary of their original appointment.

b. Incumbent Rate

	EFFECTIVE DATE	
	11/7/08	11/7/09
Captain	\$68,198	\$70,926

Chief Marine Engineer	\$66,143	\$68,789
Chief Marine Engineer (DC)	\$66,143	\$68,789
Marine Engineer	\$61,761	\$64,231
Marine Engineer (DC)	\$61,761	\$64,231
Assistant Captain	\$60,590	\$63,014
Mate	\$55,649	\$57,875
Mate (DC)	\$55,649	\$57,875

Section 2.

The rates contained in this Article shall not apply to persons hired as temporary replacements or Step up employees whose rates are set forth in Article VII of this Agreement.

3. New Hires.

a. For the purposes of Sections 3(c) and 3(d), employees 1) who were in active pay status before November 7, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated "incumbent rate" set forth in Article IV 1(b), Article VI 3(b), Article VIII 1(b), Article IX (b), and Appendix B 1(b), 2(b), 3(b):

- Employees who return to active status from an approved leave of absence.
- Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
- Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
- Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
- Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
- Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
- A provisional employee who is appointed directly from one provisional appointment to another.
- For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 3. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article XVI of this Agreement.

b. Any employee hired prior to November 7, 2008 and appointed at a reduced hiring rate pursuant to Article IV Section 1 of the 2006-2008 Ferryboat Titles Agreement shall be paid at the applicable "hiring rate" set forth in Article IV 1(a), Article VI 3(a), Article VIII 1(a), Article IX (a), and Appendix B 1(a), 2(a), 3(a). On the one year anniversary of the employee's original date of appointment, such employee shall be paid the indicated "incumbent rate" for the applicable title that is in effect on such one year anniversary as set forth in Article IV 1(b), Article VI 3(b), Article VIII 1(b), Article IX (b), and Appendix B 1(b), 2(b), 3(b).

c. Any employee hired on or after November 7, 2008 shall be paid at the applicable "hiring rate" set forth in Article IV 1(a), Article VI 3(a), Article VIII 1(a), Article IX (a), and Appendix B 1(a), 2(a), 3(a). On the one year anniversary of the employee's original date of appointment, such employee shall be paid the indicated "incumbent rate" for the applicable title that is in effect on such one year anniversary as set forth in Article IV 1(b), Article VI 3(b), Article VIII 1(b), Article IX (b), and Appendix B 1(b), 2(b), 3(b).

d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 3(b) and 3(c).

ARTICLE V - WORK DAY, WORK WEEK, AND WORK YEAR

Section 1.

The rates prescribed in Article IV of this Agreement shall constitute compensation in full for the regular work week for the operation of ferryboats or DC vessels as practiced in various agencies; that is, four (4) eight-hour (8) tours per week which shall be consecutive, and 207 eight-hour (8) days per annum of which 198 eight-hour (8) days are work days (representing 1484 hours work at straight time pay plus 100 hours worked at overtime pay), and nine (9) eight-hour days are paid holidays (representing 72 hours) of holiday pay at straight time.

Section 2.

Any regular work week may include work on a Saturday and/or Sunday at no additional compensation, it being understood that the rates set forth in this Agreement include Saturday and Sunday work.

ARTICLE VI - HOLIDAYS

Section 1.

The wage rates set forth in Article IV of this Agreement shall include payment for nine (9) holidays as follows: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Memorial Day, and Martin Luther King Jr. day.

Section 2.

During the term of this Agreement, the per annum Employees covered hereunder shall, during each year, also be entitled to receive three (3) non-paid holidays (holidays not included in the per annum wage rate). The three non-paid holidays are: Lincoln's Birthday, Columbus Day and Election Day. Any per annum Employee who is required to work on any such holidays shall receive compensatory time off equal to the number of hours actually worked.

Section 3. 1

A per annum Employee who works on any of the nine (9) holidays as indicated in Section 1 shall receive, over and above his regular compensation, additional compensation in cash for each eight (8) hour day actually worked by him on any such holiday at the following rates:

a. Hiring Rate

	EFFECTIVE DATE	
	11/7/08	11/7/09
Captain	\$447.60	\$465.60
Chief Marine Engineer	\$434.16	\$451.60
Chief Marine Engineer (DC)	\$434.16	\$451.60
Marine Engineer	\$405.36	\$421.60
Marine Engineer (DC)	\$405.36	\$421.60
Assistant Captain	\$397.68	\$413.68
Mate	\$365.28	\$379.92
Mate (DC)	\$365.28	\$379.92

b. Incumbent Rate

	EFFECTIVE DATE	
	11/7/08	11/7/09
Captain	\$479.76	\$498.88
Chief Marine Engineer	\$465.28	\$483.84
Chief Marine Engineer (DC)	\$465.28	\$483.84
Marine Engineer	\$434.40	\$451.84
Marine Engineer (DC)	\$434.40	\$451.84
Assistant Captain	\$426.24	\$443.28
Mate	\$391.44	\$407.04
Mate (DC)	\$391.44	\$407.04

1 See Article IV Section 3

ARTICLE VII - STEP UP OR TEMPORARY REPLACEMENT HOURLY, DAILY HOLIDAY & OVERTIME RATES OF PAY

Section 1.

Step up replacements in the titles indicated below shall be paid in accordance with Appendix "B" attached to this Agreement.

Temporary replacements in the titles indicated below shall be paid an hourly rate of pay for the first thirty (30) hours of work per week as set forth in Article IX.

Captain (TC# 91510)
Marine Engineer (TC# 91542)
Chief Marine Engineer (TC# 91522)
Assistant Captain (TC# 91504)
Mate (TC# 91556)

Section 2.

If a step up or temporary replacement works on a paid holiday, as indicated below, he shall, according to the title of the position in which he is employed, receive holiday pay as follows:

A temporary replacement shall receive the hourly rate set forth in Article IX of this Agreement plus an additional amount as set forth in Article VIII, Section 1 of this Agreement for each hour worked on a holiday.

A step up Employee working on a holiday shall be paid in accordance with Appendix "B" attached to this Agreement.

Such holiday pay shall preclude any step up employee or temporary replacement Employee from claiming additional time off.

The holidays to which this Section refers are Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday and Memorial Day and Martin Luther King Jr. Day.

Section 3.

A temporary replacement who works in excess of eight (8) hours per day or thirty (30) hours per week shall be compensated in cash at the respective rates and for the respective titles for each hour of overtime in increments of one-half (1/2) hour as set forth in Article VIII, Section 1 of this Agreement.

A step up Employee who works in excess of eight (8) hours per day or thirty (30) hours per week shall be paid in accordance with Appendix "B" attached to this Agreement.

ARTICLE VIII - OVERTIME 2

Section 1.

A Per Annum Employee who works in excess of eight (8) hours per day or four (4) consecutive days per week or one hundred ninety-eight (198) days per year or eight (8) hours on a legal holiday shall be compensated in cash at the respective rates and for the respective titles for each hour of overtime in increments of one-half (1/2) hour as follows:

a. Hiring Rate

	EFFECTIVE DATE	
	11/7/08	11/7/09
Captain	\$55.95	\$58.20
Chief Marine Engineer	\$54.27	\$56.45
Chief Marine Engineer (DC)	\$54.27	\$56.45
Marine Engineer	\$50.67	\$52.70
Marine Engineer (DC)	\$50.67	\$52.70
Assistant Captain	\$49.71	\$51.71
Mate	\$45.66	\$47.49
Mate (DC)	\$45.66	\$47.49

b. Incumbent Rate

	EFFECTIVE DATE	
	11/7/08	11/7/09
Captain	\$59.97	\$62.36
Chief Marine Engineer	\$58.16	\$60.48
Chief Marine Engineer (DC)	\$58.16	\$60.48
Marine Engineer	\$54.30	\$56.48
Marine Engineer (DC)	\$54.30	\$56.48
Assistant Captain	\$53.28	\$55.41
Mate	\$48.93	\$50.88
Mate (DC)	\$48.93	\$50.88

2 See Article IV Section 3

Section 2.

Such overtime shall preclude any employee from claiming additional time off for the period of time that he has received paid overtime.

ARTICLE IX - HOURLY RATE 3

Per Annum Employees in the titles indicated below shall be paid on an hourly basis for the first thirty (30) hours of work per week as follows:

a. Hiring Rate

	EFFECTIVE DATE	
	11/7/08	11/7/09
Captain	\$37.30	\$38.80
Chief Marine Engineer	\$36.18	\$37.63
Chief Marine Engineer (DC)	\$36.18	\$37.63
Marine Engineer	\$33.78	\$35.13
Marine Engineer (DC)	\$33.78	\$35.13
Assistant Captain	\$33.14	\$34.47
Mate	\$30.44	\$31.66

Mate (DC) \$30.44 \$31.66

b. Incumbent Rate

	EFFECTIVE DATE		
	11/7/08	11/7/09	
Captain	\$39.98	\$41.57	
Chief Marine Engineer	\$38.77	\$40.32	
Chief Marine Engineer (DC)	\$38.77	\$40.32	
Marine Engineer	\$36.20	\$37.65	
Marine Engineer (DC)	\$36.20	\$37.65	
Assistant Captain	\$35.52	\$36.94	
Mate	\$32.62	\$33.92	
Mate (DC)	\$32.62	\$33.92	

ARTICLE X - SPECIAL ADDITIONAL COMPENSATION
Section 1.

During the term of this contract, additional compensation shall be provided in the amount as indicated below per hour to Licensed Officers in the title of Captain, Assistant Captain, or Mate who are qualified by the possession of the appropriate Radio Operators License issued by the Federal Communications Commission to operate radio-telephone equipment. Such additional compensation shall be limited to the hours during which the Licensed Officer performs duties which will require and include operation of such radio-telephone equipment.

	EFFECTIVE DATE	
	11/7/08	
Captain	\$0.26	
Assistant Captain	\$0.26	
Mate	\$0.26	

Section 2.

Each Licensed Officer shall be entitled to receive additional compensation in the amount indicated below for loss of clothing and personal effects resulting from the sinking of a ferryboat or DC vessel, such payment is deemed to be full compensation for such loss.

Effective: **11/7/08** \$179

Section 3.

A differential in the pro-rata annual amount stated below shall be provided for each per annum Licensed Officer possessing the valid prerequisite license issued by the United States Coast Guard Inspection Service for the Licensed Officer's incumbent title.

Effective: **11/7/08**
\$238

ARTICLE XI - CONTRIBUTIONS TO UNION HEALTH AND WELFARE FUND

Section 1.

During the term of this Agreement the Employer shall provide a sum not to exceed the annual amount listed below for each incumbent per annum employee employed as a Captain, Assistant Captain, Mate, Mate (DC), Chief Marine Engineer, Chief Marine Engineer (DC), Marine Engineer and Marine Engineer (DC) or the pro rata share thereof for each such Licensed Officer employed during the term of this Agreement for a period less than the full term of this Agreement, for the purpose of furnishing, as provided in a separate agreement hereinafter referred to, certain supplementary benefits for the period of employment of such Licensed Officer by the Employer during the term of this Agreement as defined in said separate agreement entered into between the City of New York and District No. 1, Pacific Coast District of National Marine Engineers Beneficial Association, AFLCIO.

Effective November 7, 2008: \$1,575

The payments as above indicated shall be remitted by the City to: "M.E.B.A. City Employees' Beneficial Fund", subject to said separate agreement for the benefit of each incumbent Licensed Officer and further subject to periodic audit by the Comptroller of the City of New York.

Section 2.

Employees who have been separated from service subsequent to June 30, 1970, and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the City and the certified union representing such employees, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program, or are retirees of the New York City Employees Retirement System who have completed at least five (5) years of fulltime service with the City of New York.

Section 3.

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.

ARTICLE XII - ANNUITY FUND

Section 1.

Effective November 7, 2008, the employer shall continue to make a contribution to the annuity fund in the amount of \$8.20 for each paid working day up to a new total maximum of \$1,844.38 per annum on behalf of full-time and full-time per diem employees. For part-time employees who work less than eight hours a day, the amount paid shall be based on a prorated amount, which is calculated against an eight hour day, up to a new total maximum of \$1,844.38 per annum. For the purpose of these payments, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

Section 2.

Contributions hereunder shall be remitted by the employer 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.

ARTICLE XIII - UNIFORM ALLOWANCE

Licensed Officers covered by this Agreement in the titles of Captain, Assistant Captain and Mate shall receive a prorated annual uniform allowance as indicated below:

Effective 11/7/08: \$578

Employees in the titles Chief Marine Engineer (DC) (TC#91524), Marine Engineer (DC) (TC#91544), and Mate (DC) (TC#91555) are not entitled to the Uniform Allowance.

ARTICLE XIV - ANNUAL LEAVE (VACATION), SICK LEAVE AND OTHER AUTHORIZED LEAVES

Section 1. Annual Leave

a. Annual Leave shall consist of vacation with pay and leaves due to personal business and shall be granted and be applied only to per annum Employees, and not to temporary officers as defined

in Article I, Section 3 of this Agreement.

- b. Annual Leave shall be granted annually for vacation purposes on a per annum basis for a period not to exceed four (4) weeks and one (1) day. (17 working days).
- c. Leaves for personal business shall be granted annually on a per annum basis not to exceed four (4) days.
- d. The annual leave allowance for employees hired on or after July 1, 1985 shall accrue as follows:

The annual leave allowance for Employees hired on or after July 1, 1985 shall accrue as follows:

Years In Service	Annual Leave Allowance	Monthly Accrual
At the beginning of the employee's 1st year	15 work days	1.25 days per month
At the beginning of the employee's 5th year	17 work days	1.41 days per month

Section 2. Sick Leave

- a. Sick Leave benefits shall be granted and be applicable only to per annum Employees and not to temporary officers as defined in Article I, Section 3 of this Agreement.
- b. Sick Leave shall be allowed to be earned and accrued on the basis of one (1) day for each month of employment and shall be cumulative up to two hundred and forty (240) days.
- c. Sick Leave may be expended by a Licensed Officer as and when earned and accrued, excluding temporary officers as defined in Article I, Section 3 of this Agreement.
- d. Employees may use one (1) day per year from their accrued sick leave balance for the care of ill family members. 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) days of the employee's return to work.
- e. (1) A verifying statement from the Licensed Officer's doctor shall not be required by the employer for sick day claims of two (2) days or less.

(2) For claims of more than two (2) working days, the Licensed Officer must secure a verifying statement from his doctor to support his claim. This statement should be sent in as soon as possible after the period of absence is over.

(3) A verifying statement from the Licensed Officer's doctor may be required by the department where there is absence of more than one (1) working day in the case of chronic absenteeism. The agency may require a doctor's note for one (1) day of sick leave where there is a pattern of sick leave abuse, such as consistently taking off the first or last day of work. Prior to determining that there is a pattern of abuse, a meeting will be conducted between the union and management to discuss the findings. An employee shall be deemed to be in the category of chronic absenteeism if such employee falls within the criteria set forth in Final Warning (Step 3) of the City of New York - Attendance Policy (commonly referred to as the "City's Absence Control Plan") or any successor thereto, whether of City-wide or Department-wide nature. *The Administration - Time Element* provisions of the Attendance Policy or any successor thereto shall likewise be applicable.

Section 3. Other Authorized Leaves

- a. Time off with pay shall be granted to per annum Licensed Officers not to exceed three (3) work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.
- b. Two (2) hours of credit (at straight time), providing the employee actually works, shall be granted for purposes of voting on Regular General Election Day.
- c. In the event that the Office of the Mayor issues an order to the various department heads that City employees be granted a day off or alternate days, the same policy shall be applied to the Licensed Officers.

ARTICLE XIV-A - ABSENCE DUE TO INJURY INCURRED IN THE PERFORMANCE OF OFFICIAL DUTIES 3

Section 1.

a. An employee physically disabled in the performance of official duties who has accrued sick and/or annual leave may elect one of the following, in addition to the benefits to which the employee is entitled under the Worker's Compensation Law, such election to be made within the first seven calendar days of absence by the employee or someone on his or her behalf:

- (1) To receive the difference between the amount of his or her weekly salary and the compensation rate, provided that:
 - (a) the injured employee or any authorized person acting on behalf of such employee makes the request in writing, and
 - (b) the injured employee or any authorized person acting on behalf of such employee agrees that a pro-rated charge be made against the sick leave and/or annual leave balances equal to the number of working days of absence less the number of working days represented by the Worker's Compensation payments, and
 - (c) the injured employee has the necessary accrued sick leave and/or annual leave balance against which the supplementary pay can be charged, and
 - (d) the injured employee was not guilty of willful gross disobedience of

safety rules or willful failure to use a safety device, or was not under the influence of alcohol or narcotics at the time of injury or did not willfully intend to bring about injury or death upon himself or herself or another, and

(e) the injured employee undergoes such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by said physicians, returns to employment.

2. To receive Worker's Compensation benefits in their entirety with no charge against sick leave and/or annual leave.

b. During the period when an injured employee is receiving Worker's Compensation and the differential to bring the employee to full pay, the employee will be carried on full-pay status and this time shall be counted for retirement benefits.

3 The provisions of Article XIV-A through Article XIV-C shall apply only to per annum employees.

Section 2.

The agency head is empowered to grant a leave of absence with pay for the first week's absence of an employee covered by Worker's Compensation who is physically disabled in the performance of official duties.

INTERPRETATIONS

- A. Agencies should use election forms (DP-2002), which are obtainable from the Stock Section (Room 433) of the Department of Personnel.
- B. The election of an option, as provided for in this section, should be made within the first seven consecutive calendar days following absence, in order that an employee, who so elects, is assured of receiving full pay during the period of Worker's Compensation coverage. The agency head's authority to grant leave with full pay, without charge to leave balances pursuant to Section 2, does not extend beyond the first seven consecutive calendar days following absence.
- C. Where an employee has been absent for an initial period of less than a week and an extended subsequent absence may possibly result from the same disability or condition, the employee must elect a rate of charge (on Form DP-2002) within seven calendar days of the first day of absence in order to receive full pay, even though the employee has already returned to work.
- D. An employee who fails to elect a rate of charge within the prescribed period shall be deemed to have selected Option 2 and will receive the benefits of Worker's Compensation only.
- E. Provisional and temporary incumbents in per annum positions are also covered under the Worker's Compensation Law.

Section 3.

a. Upon the determination by the head of an agency that an employee has been physically disabled because of an assault arising out of and in the course of the employee's employment, the agency head will grant the injured employee a leave of absence with pay not to exceed eighteen (18) months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the head of the agency in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

For a permanent employee who has five (5) years or more of service who does not have sufficient leave credit to cover his/her absence pending a determination by the Worker's Compensation Division of the Law Department, the agency head shall advance the employee up to forty-five (45) calendar days of paid leave. In the event the Worker's Compensation Division of the Law Department does not accept the injury as compensable under the law or the Worker's Compensation Board determines that such injury is not compensable under such law, the employee shall reimburse the City for the paid leave advance.

An employee who is granted a leave of absence with pay pursuant to this Section shall receive the difference between the employee's weekly salary and the compensation rate without charge against annual leave or sick leave. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgement or settlement in any third-party action arising from such injury in the amount of the pay and medical disbursements received pursuant to this Section, but NOT to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by the Worker's Compensation Board shall return to employment.

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found culpable of having commenced the assault or unnecessarily continued the assault. Benefits provided under this section shall be in addition to, but not concurrent with, benefits provided under Sections 1 and 2 hereof.

b. For employees who do not come under the provisions of Section 3(a) hereof but who are injured in the course of employment, upon the determination of an agency head that an employee has been physically disabled because of an injury arising out of and in the course of employment, through no fault of the employee, the agency head will grant the injured employee an extended sick leave with pay not to exceed three months after all

the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

An employee who is granted extended sick leave with pay pursuant to this section, shall receive the difference between the employee's weekly salary and the compensation rate for the period of time granted. The employee shall, as a condition of receiving benefits under this section, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by the Worker's Compensation Board shall return to employment. Benefits provided under this section shall be in addition to but not concurrent with benefits provided under Sections 1 and 2 hereof. The benefits provided by this section shall not be provided or continued beyond the date on which disability retirement benefits become effective.

INTERPRETATION

- A. An "assignment" Form (DP-2010 obtainable from the Department of Personnel Stock Section, Room 433) must be executed in duplicate by the injured employee and submitted to the employing agency. The employing agency shall forward the duplicate copy to the Worker's Compensation Section of the Law Department, and retain the original.

Section 4.

This Article XIII-A reflects the provisions currently applicable to other City employees. If the provisions applicable to other City employees are modified, they shall be deemed to be incorporated herein and shall supersede any conflicting section herein.

ARTICLE XIV-B - HEALTH INSURANCE 4

Section 1.

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

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

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

Effective with the re-opener 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.

4 See Article XIV-A.

ARTICLE XIV-C - INTEREST 5

- Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one-hundred twenty (120) days after the execution of this agreement or one hundred twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment,
- 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, and
- Interest accrued under (1) or (2) above shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.).

5 See Article XIV-A.

ARTICLE XV - OTHER JOB TERMS AND CONDITIONS

Section 1. - Payment, Resignation, Layoffs or Leave of Absence

All per annum Licensed Officers who resign, are laid off or go on leave of absence (except those Employees who may die while in service or those whose services are terminated while charges are pending) shall be paid in cash for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 2 - Death Benefits Unused Annual Leave and Compensatory Time

If an employee dies while in the City's employ, his beneficiary or if no beneficiary is designated, then his estate, shall receive payment in cash for the following:

- all unused accrued annual leave to a maximum of fifty-four (54) days credit.
- 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 3. - Death Benefits

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of his employment through no fault of his own, and in the proper performance of his 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 2 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

Section 4. - Terminal Leave

The Employer shall provide to employees covered by this Agreement terminal leave in accordance with existing rules governing the grant to terminal leave to other City employees, pursuant to and limited by the provisions for terminal leave as outlined in the 1995-2001 *City-wide Agreement* between the City of New York and District Council 37, A.F.S.C.M.E., AFL-CIO.

Section 5. - New Vessels

In the event that the Employer introduces newly designed vessels to the ferry or DC service, the Employer agrees to negotiate with the Union wages and working conditions with respect to such newly designed vessels. The foregoing is not to be construed as a reopening of this Agreement in any respect covering Licensed Officers employed on existing vessels.

Section 6. - Job Bidding

Per annum Licensed Officers shall have the right to bid for jobs on the basis of seniority. Such bid will be permanent for one year.

Changes may be made before the expiration of the year by mutual consent of the Licensed Officers, subject to prior approval by the Employer. Such approval shall not be unreasonably withheld.

Section 7. - Prohibited Work

No Licensed Officer will be required to clean the vessels.

Section 8. - Assignment of Overtime

- There shall be established in each title of Licensed Officers covered by this Agreement a list of Officers in seniority order who have signified in writing to the Office of the Director of Ferries or the Office of the Director of Maintenance (DC) that they will be available for overtime work.
- The assignment of overtime work in each title will be made from the established list on a rotating basis. When a Licensed Officer accepts or refuses overtime assignment in his turn, he rotates to the bottom of the list and will not be called again until all the officers in that title have either accepted or refused an assignment to work overtime at least once.
- If it is impractical to fill an overtime assignment in any particular title in the above manner the job may be assigned to another qualified employee of the agency to be selected at the sole discretion of the agency head.

ARTICLE XVI - GRIEVANCE AND ARBITRATION

Section 1. - Definition:

The term *grievance* shall mean:

- A dispute concerning the application or interpretation of the terms of this Agreement;
- 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 the terms and conditions of employment; provided, disputes involving the Rules and Regulations of the New York City Personnel Director shall not be subject to the Grievance Procedure or arbitration;
- A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- A claimed improper holding of an open competitive rather than a promotional examination; and
- A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75 (1) of the Civil Service Law upon whom the agency head has served written charges of incompetency or misconduct while the employee is serving in his permanent title or which affects the employee's permanent status.

Section 2.

The Grievance Procedure, except for paragraphs d. and e. of Section 1, shall be as follows:

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

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

Step I. - The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head not later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

Step II. - An appeal from an unsatisfactory determination at Step I 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) working days of the receipt of the Step I determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

Step III. - An appeal from an unsatisfactory determination

at Step II shall be presented by the employee and/or the Union to the Commissioner of Labor Relations, in writing, within ten (10) working 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 answer such appeals within fifteen (15) working days following the date on which the appeal was filed.

Step IV. - An appeal from an unsatisfactory determination at Step III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the Step III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request 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 accord 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 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 3.

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

Section 4.

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

Step A. - Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at Step I of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

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

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

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

Step C. - If the grievant is not satisfied with the determination of the agency head or designated representative, the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated

representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) working days.

Step D. - If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in Step IV of the Grievance Procedure set forth in this Agreement.

Section 5.

Any grievance concerning a large number of employees which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of the Agreement may be filed directly at Step III of the Grievance Procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 6.

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; 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 7.

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

Section 8.

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 9.

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 10.

- a. Any grievance relating to a claimed improper holding of any open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within fifteen (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 11.

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

Section 12.

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 13. Expedited Arbitration Procedure.

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

The following procedures shall apply:

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 13 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS:

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

ARTICLE XVII - UNION REPRESENTATIVE UNION ACTIVITY

Section 1.

Upon request, which shall not be unreasonably denied, and upon showing proper identification to the Employer's representatives, Union representatives shall have the right to go on the property and vessels of the Employer for the purpose of consulting with the Licensed Officers or the Employer or Agents of the Employer. Such visits shall be made at reasonable times and in no way interfere with the operation, loading or discharging of the Employer's vessels.

Section 2.

The Union will maintain and furnish the Employer a copy of an insurance policy which will protect the Employer against any claim for loss of life or injury occurring to a representative of the Union while on the property or a vessel of the Employer.

Section 3.

Time spent by Union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75 dated March 22, 1973 as amended or superseded by subsequent Executive Orders. No Licensed Officers shall otherwise engage in union activities during the time he is assigned to his regular duties.

Section 4.

There shall be no union activity on Employer time other than that which is specifically permitted by the terms of this Agreement.

ARTICLE XVIII - LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee

shall select a chairperson from among its members at each meeting. The chairperson 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 a committee.

ARTICLE XIX - BULLETIN BOARDS

The Union may maintain bulletin boards in places and locations where notices are usually posted by the Employer for the Licensed Officers to read. Such bulletin boards shall be used only for the purpose of notifying Licensed Officers in the Unit of matters pertaining to Union business. All notices shall be on Union stationery.

ARTICLE XX - NO STRIKES; NO LOCKOUT

Section 1.

Neither the Union nor any Licensed Officer covered by this Agreement shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, nor shall the Union induce any mass resignation during the term of this Agreement.

Section 2.

The Employer shall not lock out any Licensed Officers covered by this Agreement.

Section 3.

The foregoing Sections "1" and "2" shall not be construed to limit the rights of the Employer or the duties of the Employees and the Union under State Law.

ARTICLE XXI - APPLICATION OF AGREEMENT

It is specifically understood and agreed that the terms and provisions of this Agreement and the benefits granted hereunder shall be applicable to each Employee in the Unit described in Section 1, Article I of this contract as of January 1, 2000, the effective date of this Agreement, provided, however, the Union executes the following instruments and the provisions of such instruments are complied with:

- a. A waiver of any rights such Licensed Officer may have under Section 220 of the Labor Law in a form and manner approved by the Corporation Counsel's office for such purposes (see Appendix "A") and;
- b. A Release to the City of New York in the form now used by the Employer for such purpose (see Appendix "A").

ARTICLE XXII - 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, 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 recognized 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 XXIII - 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 XXIV - APPENDICES

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

ARTICLE XXV - 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.

HEREFORE, we have hereunto set our hands and seals this 24th day of March, 2009

FOR THE CITY OF NEW YORK AND RELATED EMPLOYERS AS DEFINED HEREIN: FOR DISTRICT No. 1, PCD, MEBA (AFL-CIO)

BY: /s/ JAMES F. HANLEY Commissioner of Labor Relations
 BY: /s/ CHRIS GUERRA Director of New York Inland and Harbor Contracts

APPROVED AS TO FORM:
 BY: /s/ PAUL T. REPHEN Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD:
 DATE: _____
Unit: Ferryboat Titles (Licensed)
Term: November 7, 2008 to November 6, 2010

Appendix "A"

GENERAL RELEASE AND WAIVER

District No. 1-Pacific Coast District, MEBA, AFL-CIO bargaining representative of employees in the titles, Captain, Chief Marine Engineer, Marine Engineer, Assistant Captain, Chief Marine Engineer(DC), Marine Engineer(DC), Mate and Mate(DC) for and in consideration of the wage rates and supplemental benefit package negotiated and agreed upon by the Union and the City of New York as set forth in a collective bargaining agreement for the period beginning **November 7, 2008 and terminating November 6, 2010**, a copy of which has been made available to the Union, hereby voluntarily and knowingly agrees to:

- Waive, withdraw, relinquish, and refrain from filing pursuing or instituting any claim for wages, supplements or other benefits, or any right, remedy, action or proceeding, which the Union has or may have under Section 220 of the Labor Law.
- Discontinue any and all action or proceedings, if any, heretofore commenced by the Union on behalf of the above mentioned titles under and pursuant to Section 220 of the Labor Law applicable to the period **November 7, 2008 to November 6, 2010**.
- Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **November 7, 2008 to November 6, 2010**, except as expressly agreed upon in writing by the Union and the City. It is expressly understood that such waiver shall include the waiver of any right to interest payments pursuant to subdivision 8c of Section 220 of the Labor Law (L. 1967, c., 502, Section 1).
- Release and forever discharge the City of New York from all manner of actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which the Union, on behalf of employees in the above titles, shall or may have, by reason of any claim for wages or supplemental benefits pursuant to Section 220 of the Labor Law from **November 7, 2008 to November 6, 2010**, except as expressly agreed upon in writing by the Union and the City for that period.

District No. 1, Pacific Coast District, MEBA, (AFLCIO)
 By: /s/ CHRIS GUERRA Director of New York Inland and Harbor Contracts

Appendix "B"

Schedule of Per Hour and Per Diem Differentials in Pay for Per Annum Employees when working as step up employees

(1) Hourly Differential for first 30 hrs per week when working in higher title

Hiring Rate

WORKING AS: TITLE	11/7/08	11/7/09	11/7/08	11/7/09	11/7/08	11/7/09
Mate	\$2.70	\$2.81	\$3.34	\$3.47	\$5.74	\$6.86
Assistant Captain			\$0.64	\$0.66	\$3.04	\$4.16
Marine Engineer			\$2.40	\$2.50	\$3.52	\$3.67
Chief Marine Engineer					\$1.12	\$1.17

Continued(1) Hourly Differential for first 30 hours per week when working in higher title.

b. Incumbent Rate

WORKING AS: TITLE	11/7/08	11/7/09	11/7/08	11/7/09	11/7/08	11/7/09
Mate	\$2.90	\$3.02	\$3.58	\$3.73	\$6.15	\$7.65
Assistant Captain			\$0.68	\$0.71	\$3.25	\$4.63
Marine Engineer			\$2.57	\$2.67	\$3.78	\$3.92
Chief Marine Engineer					\$1.21	\$1.25

(2) Hourly Differential for 31st and 32nd hrs per week when working in higher title.

a. Hiring Rate

WORKING AS: TITLE	11/7/08	11/7/09	11/7/08	11/7/09	11/7/08	11/7/09
Mate	\$4.05	\$4.22	\$5.01	\$5.21	\$8.61	\$10.71

Assistant Captain	11/7/08	\$0.96	\$4.56	\$6.24
	11/7/09	\$0.99	\$4.74	\$6.49
Marine Engineer	11/7/08		\$3.60	\$5.28
	11/7/09		\$3.75	\$5.50
Chief Marine Engineer	11/7/08			\$1.68
	11/7/09			\$1.75

(2) Hourly Differential for 31st and 32nd hours per week when working in higher title.

b. Incumbent Rate

WORKING AS: TITLE

Mate	11/7/08	\$4.35	\$5.37	\$9.23	\$11.04
	11/7/09	\$4.53	\$5.60	\$9.60	\$11.48
Assistant Captain	11/7/08	\$1.02	\$4.88	\$6.69	
	11/7/09	\$1.07	\$5.07	\$6.95	
Marine Engineer	11/7/08		\$3.86	\$5.67	
	11/7/09		\$4.00	\$5.88	
Chief Marine Engineer	11/7/08			\$1.81	
	11/7/09			\$1.88	

Note:

(A) The schedule set forth directly herein above (paragraph #2) is applicable only when an employee works more than 30 hours per week in any one higher title on his regularly assigned tours. If a person works in more than one higher title during the week on such tours, use rates set forth in (1) above for all differential payable for such tours.

(B) For purposes only of determining when the rates for the thirty-first and thirty-second hour of work per week in one higher title are to be paid, tours from which an employee is excused by reason of the holiday provisions of the respective agreement are to be counted as time worked in the first 30 hours per week

(3) Daily Differentials for holidays not worked that fall in a pay period, provided the employees work in the higher category for all assigned shifts during the pay period.

a. Hiring Rate

WORKING AS: TITLE

Mate	11/7/08	\$21.60	\$26.72	\$45.92	\$54.88
	11/7/09	\$22.48	\$27.76	\$47.76	\$57.12
Assistant Captain	11/7/08		\$5.12	\$24.32	\$33.28
	11/7/09		\$5.28	\$25.28	\$34.64
Marine Engineer	11/7/08			\$19.20	\$28.16
	11/7/09			\$20.00	\$29.36
Chief Marine Engineer	11/7/08				\$8.96
	11/7/09				\$9.36

(3) Daily Differentials for holidays not worked that fall in a pay period, provided the employees work in the higher category for all assigned shifts during the pay period.

b. Incumbent Rate

WORKING AS: TITLE

Mate	11/7/08	\$23.20	\$28.64	\$49.20	\$58.88
	11/7/09	\$24.16	\$29.84	\$51.20	\$61.20
Assistant Captain	11/7/08	\$5.44	\$26.00	\$35.68	
	11/7/09	\$5.68	\$27.04	\$37.04	
Marine Engineer	11/7/08		\$20.56	\$30.24	
	11/7/09		\$21.36	\$31.36	
Chief Marine Engineer	11/7/08				\$9.68
	11/7/09				\$10.00

Note:

*Employees hired on or after 11/7/08 shall be paid the applicable hiring rate in effect on their hiring date. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the one year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

** Each appointment to this position above the November 7, 2008 minimum will be handled on a case by case basis.

(4) Hourly rates for work performed over 8 hours in a day, 32 hours in one week, 198 days a year and work performed on a legal paid holiday:

Use rates set forth in Article VIII, Section 1.

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
 40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

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

Appendix C

February 20, 2009

Mr. Chris Guerra
 Director of NY Inland & Harbor Contracts
 District No. 1 – PCD, MEBA (AFL-CIO)
 37 Edward Hart Drive
 Jersey City, NJ 07305

Dear Mr. Guerra:

This is to confirm the parties mutual understanding that for the purposes of Article IV section 3(a)(1) the definition of "approved leave of absence" shall include employees who are on the following approved leaves:

- maternity/childcare leave;
- unpaid military leave;
- unpaid time while on jury duty;
- unpaid leave for union business pursuant to Executive Order 75;
- unpaid leave pending workers' compensation determination;
- unpaid leave while on workers' compensation option 2;
- approved unpaid time off due to illness or exhaustion of paid sick leave;

- approved unpaid time off due to family illness; and
- other pre-approved leaves without pay.

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

Very truly yours,

/s/ JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF MEBA

BY: /s/ CHRIS GUERRA Director of NY Inland & Harbor Contracts

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
 40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

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

Appendix D

February 20, 2009

Mr. Chris Guerra
 Director of NY Inland & Harbor Contracts
 District No. 1 – PCD, MEBA (AFL-CIO)
 37 Edward Hart Drive
 Jersey City, NJ 07305

Re: MEBA Ferryboat Agreement for the period November 7, 2008 to November 6, 2010

Dear Mr. Guerra:

This is to confirm our mutual understanding that the Marine Engineer's Beneficial Association has accepted and agreed to be bound by the terms of the 2008-2010 MEBA Ferryboat Agreement. It is understood that up to \$50 per active employee per year, of the current contribution to the MEBA City Employees' Beneficial Fund, may be used to reimburse the cost of tuition to MEBA for the Calhoun MEBA Engineering School.

These funds shall be administered by the applicable welfare fund; they are to be maintained in a separate account and shall not be commingled with other monies received by the welfare fund.

The welfare fund will be responsible for disbursements, and shall maintain records of disbursements that include the name of the employee, the date and the amount of the disbursement made on behalf of the employee to the school.

Very truly yours, **AGREED AND ACCEPTED ON BEHALF OF MEBA**

/s/ JAMES F. HANLEY /s/ CHRIS GUERRA

James F. Hanley Chris Guerra

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
 40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

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

Appendix E

February 20, 2009

Mr. Chris Guerra
 Director of NY Inland & Harbor Contracts
 District No. 1 – PCD, MEBA (AFL-CIO)
 37 Edward Hart Drive
 Jersey City, NJ 07305

Re: 2008-2010 MEBA (Ferry) Agreement – ACF Payment

Dear Mr. Guerra:

This is to confirm the understanding of the parties that effective on November 6, 2010, the bargaining unit shall have available funds not to exceed 0.10% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

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

Very truly yours,

/s/ JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF MEBA

BY: /s/ CHRIS GUERRA Director of NY Inland & Harbor Contracts

a22

POLICE

NOTICE

The New York City Police Department (NYPD) is currently accepting applications for permits for the 2009 Arterial Tow Program selection process. Applications are available and may be picked up from May 4, 2009 to May 18, 2009 between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, at 315 Hudson Street, 3rd Floor, New York, NY 10013. Or you may download applications by visiting the City Record Website <http://a856-internet.nyc.gov/nycvendonline/VendorShort/asp/VendorMenu.asp> and follow the links to NYPD solicitations. Note: The applications will not be available for download until May 4, 2009. Completed

applications will be accepted from July 6, 2009 to July 10, 2009 between the hours of 9:00 A.M. and 5:00 P.M. at 315 Hudson Street, 3rd Floor, New York, NY 10013. Completed applications are due no later than July 10, 2009 at 5:00 P.M. Any inquiries regarding this solicitation must be directed to Mr. Frank Bello, Agency Chief Contracting Officer, NYPD Contract Administration Unit, via email at frank.bello@nypd.org or via fax at (646) 610-5129 on or before May 18, 2009.

a1-m18

TRANSPORTATION

DIVISION OF FRANCHISES, CONCESSIONS AND CONSENTS

NOTICE

PUBLIC NOTICE OF A CONCESSION OPPORTUNITY FOR THE OPERATION, MANAGEMENT AND MAINTENANCE OF PEDESTRIAN PLAZAS LOCATED ON BROADWAY AND 6th AVENUE, BETWEEN 33rd AND 36TH STREETS, BOROUGH OF MANHATTAN

Pursuant to the Concession Rules of the City of New York, the Department of Transportation ("DOT") intends to enter into a concession for the operation, management, and maintenance of pedestrian plazas located on Broadway and 6th Avenue between 33rd and 36th Streets, Borough of Manhattan, including through DOT-approved events, sponsorships, and subconcessions providing for the sale of any of the following: prepared food, flowers, locally grown produce or locally manufactured products, merchandise that promotes the neighborhood or the concessionaire, or other similar merchandise. The concessionaire shall issue solicitations in the basic form of a Request for Proposals to select entities to operate and manage such subconcessions. The selection of the entities to operate and manage the subconcessions will be subject to DOT's approval.

The concession agreement will provide for one (1) nine-month term, followed by one (1) five-year and four (4) one-year renewal options. The renewal options shall be exercisable at DOT's discretion. Any revenue received by the concessionaire in excess of both the amount attributable to maintenance of

the pedestrian plazas and reasonable administrative costs shall be paid to DOT for the City's General Fund.

DOT has identified the 34th Street Partnership as a potential concessionaire, but DOT will consider additional expressions of interest from other potential not for profit concessionaires for the operation, management, and maintenance of pedestrian plazas located on Broadway and 6th Avenue between 33rd and 36th Streets, Borough of Manhattan. In order to qualify, interested organizations should have demonstrated experience in the management, operation and maintenance of publicly-accessible facilities, including but not limited to programming/events management and concession or retail operation/management.

Not for profit organizations may express interest in the proposed concession by contacting Andrew Wiley-Schwartz, Assistant Commissioner for Public Spaces by email at awileyschwartz@dot.nyc.gov or in writing at 40 Worth Street, 10th Floor, New York, NY 10013 by May 12, 2009. Mr. Wiley-Schwartz may also be contacted with any questions relating to the proposed concession by email or by telephone at (212) 442-7462.

Please note that the New York City Comptroller is charged with the audit of concession agreements in New York City. Any person or entity that believes that there has been unfairness, favoritism or impropriety in the concession process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, New York, New York 10007, telephone number (212) 669-2323.

a10-23

PUBLIC NOTICE OF A CONCESSION OPPORTUNITY FOR THE OPERATION, MANAGEMENT AND MAINTENANCE OF PEDESTRIAN PLAZAS LOCATED ON BROADWAY AND 7TH AVENUE BETWEEN 41st AND 47TH STREETS, BOROUGH OF MANHATTAN

Pursuant to the Concession Rules of the City of New York, the Department of Transportation ("DOT") intends to enter into a concession for the operation, management, and maintenance of pedestrian plazas located on Broadway and 7th Avenue between 41st and 47th Streets, Borough of Manhattan, including through DOT-approved events,

sponsorships, and subconcessions providing for the sale of any of the following: prepared food, flowers, locally grown produce or locally manufactured products, merchandise that promotes the neighborhood or the concessionaire, or other similar merchandise. The concessionaire shall issue solicitations in the basic form of a Request for Proposals to select entities to operate and manage such subconcessions. The selection of the entities to operate and manage the subconcessions will be subject to DOT's approval.

The concession agreement will provide for one (1) nine-month term, followed by one (1) five-year and four (4) one-year renewal options. The renewal options shall be exercisable at DOT's discretion. Any revenue received by the concessionaire in excess of both the amount attributable to maintenance of the pedestrian plazas and reasonable administrative costs shall be paid to DOT for the City's General Fund.

DOT has identified the Times Square Alliance as a potential concessionaire, but DOT will consider additional expressions of interest from other potential not for profit concessionaires for the operation, management, and maintenance of pedestrian plazas located on Broadway and 7th Avenue between 41st and 47th Streets, Borough of Manhattan. In order to qualify, interested organizations should have demonstrated experience in the management, operation and maintenance of publicly-accessible facilities, including but not limited to programming/events management and concession or retail operation/management.

Not for profit organizations may express interest in the proposed concession by contacting Andrew Wiley-Schwartz, Assistant Commissioner for Public Spaces by email at awileyschwartz@dot.nyc.gov or in writing at 40 Worth Street, 10th Floor, New York, NY 10013 by May 12, 2009. Mr. Wiley-Schwartz may also be contacted with any questions relating to the proposed concession by email or by telephone at (212) 442-7462.

Please note that the New York City Comptroller is charged with the audit of concession agreements in New York City. Any person or entity that believes that there has been unfairness, favoritism or impropriety in the concession process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, New York, New York 10007, telephone number (212) 669-2323.

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CHANGES IN PERSONNEL

DEPARTMENT OF BUSINESS SERV. FOR PERIOD ENDING 03/20/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows include GOMEZ CHRISTIN and SHIN HAELEE.

HOUSING PRESERVATION & DVLPMNT FOR PERIOD ENDING 03/20/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows include ACEVEDO ISABEL, COHEN EVELYN, DEMPSEY TANYA, MANTRI RESHAM, MOONEY ALI, OAKMAN JONATHAN.

DEPARTMENT OF BUILDINGS FOR PERIOD ENDING 03/20/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows include AMBACHEN JENSEN, ANDUJAR STEPHANI, CANO ALFREDO, CANO DIANA, KELLER JONATHAN, LESNIAK JERZY, O'SULLIVAN KEVIN, SULLIVAN DAVID.

DEPT OF HEALTH/MENTAL HYGIENE FOR PERIOD ENDING 03/20/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows include ABDI AMINA, ABDULLAH MALIKA, ALMEIDA PABLO, ALMONTE LUZ, AMROM DIANA, ARIWODOLA OPEOLUWA, AUREUS JACOB, BARTON LESLYN, BASSETT MARY TRA, BERKOWITZ CARA, BIXBY CHRISTIA, BLACKNALL NEFFATTI, BOWENS-LAMAR LISA, BRANT JENNIE, BROTHERS LURA, CAUDILL AMY, CHAN KELVIN, CHAN WILLIAM, CHARLES STEVE, CHRISTENSEN TAMMY, COLE JANICE, DANNEFER RACHEL, DIXON SIMONE, DUVIVIER DIANA, EDWARDS MELVIN, ELSKAMP MASCHA, ESTE LIA, GLOVER ZENA, HARTMAN GRETCHEN, HENRIQUES RAYMOND.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows include HERMANSTYNE EVELYN, HODDER NGOZI, HOWARD KISAAN, HOYTE HAZEL, HUGHES ARTHURO, JAGNANAN ASHOK, JONES EMMA, JOSEPH VICTORIA, KAMINSKY ELLA, KARIYEVA YANA, KATYAL MONICA, KORNBLUM JOHN, LA FORGIA BRIAN, LABOY JESSICA, MALDONADO MARIANA, MALLISHAM NICOLE, MANHEIMER JENNIFER, MCNEIL GERALD, MILLER JOSEPH, PALMA LEAH, PALMS JO-ANN, PATERNOSTRO JACOB, PAULINO RUTH, POLAK JOSEPH, PUTHUMANA GEORGE, QUAO PRISCILL, RAMDATH BISSOOND, RASUL ZAHEDUR, RIOS CARMENCI, RIVERA LUIS, ROSSELLI-FRASC ANNMARIE, SANTORA BETTY AN, SERRANO DIANA, SESAY ALICE, SINGLETON-MCKAY BARBARA, SMITH NICOLE, SNIPES PATRICIA, SOTO CARLOS, SULLIVAN-MEISSN JEANNE, VALLARTA RUTH, VERASTEGUI MARISTEL, WEBB-MONDIE SELENA, WIN KHIN, WU STACY, YEE HAN MING, ZUKAS WILLIAM.

DEPT OF ENVIRONMENT PROTECTION FOR PERIOD ENDING 03/20/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows include ABRAMSON RICHA RY, BELL TYRESE, BERBER SEYMOUR, CLARK TIMOTHY, CODDINGTON ERIK, COOPER JULLINNA, COZZO THOMAS, DADA SOLOMON, DASCOLI ROBERT, DAVIS LAWRENCE, DESFOSSE RICHARD, DONNELLY HEATHER, ESPANOLA CLAUDETT, FODERA ROSEMARY, HARKISSOON VICKRAM, HIBBERT VINCENT, JONES JOSHUA, LAGACCIA ERIC, LEHMAN JAMIE, MOHAMED AHMED, NG ANDREW, OFILI CHARLES.

OSBORNE	RODNEY	M	31105	\$37189.0000	APPOINTED	YES	12/14/08
RESNICK	RISA	A	30087	\$95204.0000	RESIGNED	YES	01/13/09
SANASSI	GOVIN		91011	\$48659.0000	INCREASE	YES	03/01/09
SCHIFFER	JACQUELI	N	10124	\$67058.0000	INCREASE	YES	02/22/09
SCHULTZ	EDWARD	J	90739	\$120.0800	APPOINTED	NO	03/01/09
SMITH	GARY	T	91314	\$64160.0000	INCREASE	YES	03/01/09
SMITH	JAMES	P	91314	\$64160.0000	INCREASE	YES	03/01/09
TORRES	KRYSTAL	J	10251	\$13.0800	INCREASE	YES	03/01/09

DEPARTMENT OF SANITATION
FOR PERIOD ENDING 03/20/09

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
ALSTON	DAVID	70112	\$64108.0000	RETIRED	NO	03/02/09
ARCHER	MARCUS	9140A	\$12.0000	APPOINTED	YES	03/03/09
AYALA	DANIEL	71681	\$27013.0000	APPOINTED	NO	02/22/09
BAKER	CURTIS	W 9140A	\$12.0000	APPOINTED	YES	03/03/09
BARONE JR.	RONALD	J 71681	\$27013.0000	RESIGNED	NO	03/03/09
BURAS	MATEUSZ	9140A	\$12.0000	APPOINTED	YES	03/03/09
CALABRESE	NICHOLAS	70196	\$104672.0000	RETIRED	NO	03/02/09
CAPPARELLI	BARBARA	A 10124	\$58415.0000	RETIRED	NO	03/01/09
CHARNY	JOSEPH	20123	\$69373.0000	APPOINTED	YES	01/11/09
DALTON	HUGH	J 92510	\$270.0800	RETIRED	NO	03/09/09
DELGAUDIO	ROBERT	J 70112	\$64108.0000	RETIRED	NO	03/01/09
HOLLIDAY	JONTE	A 71681	\$27013.0000	TERMINATED	NO	03/12/09
HUNTE	JOSEPH	M 70112	\$45988.0000	RESIGNED	NO	02/04/09
JENKINS	BARRY	D 70112	\$33845.0000	TERMINATED	NO	02/07/09
JOHNSON	NAJAH	U 9140A	\$12.0000	APPOINTED	YES	03/03/09
JORDAN	TA' NISHA	9140A	\$12.0000	APPOINTED	YES	12/20/08
KING	JERRY	A 9140A	\$12.0000	APPOINTED	YES	03/03/09
LIMANDRI	SALVATOR	G 92510	\$30.0500	RESIGNED	YES	03/11/09
PEREZ	GIL	V 20415	\$57129.0000	APPOINTED	NO	03/08/09
PORCELLO	ANTHONY	70150	\$86108.0000	RETIRED	NO	03/01/09
REAVES	KEVIN	R 9140A	\$12.0000	APPOINTED	YES	03/03/09
ROMERO	SERGIO	J 71681	\$31065.0000	RESIGNED	YES	02/15/09
RUSINOV	PAVEL	12749	\$39297.0000	APPOINTED	YES	01/25/09
SANNINO	SCOTT	A 92005	\$291.9700	APPOINTED	NO	02/22/09
SCHILLING	JAMES	70112	\$64108.0000	RETIRED	NO	03/01/09
SILVA	NOEL	70112	\$33845.0000	TERMINATED	NO	03/07/09
SIMMONS JR	RONALD	C 9140A	\$12.0000	APPOINTED	YES	03/03/09
SPARANDERA	ROBERT	G 91215	\$405.5600	RETIRED	NO	03/02/09
TAIRI	CHRISTOP	N 9140A	\$12.0000	APPOINTED	YES	03/03/09
WARD	ESAN	K 9140A	\$12.0000	APPOINTED	YES	03/03/09
WYCHE	TAMMY	C 71681	\$27013.0000	RESIGNED	NO	03/01/09

TRADE WASTE COMMISSION
FOR PERIOD ENDING 03/20/09

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
ESCOBAR	IVETTE	06714	\$51439.0000	RESIGNED	YES	06/30/02

BUSINESS INTEGRITY COMMISSION
FOR PERIOD ENDING 03/20/09

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
CURRY	JOHN	A 95005	\$85000.0000	APPOINTED	YES	03/08/09

DEPARTMENT OF FINANCE
FOR PERIOD ENDING 03/20/09

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
ADAMSBAUM	JESSICA	10049	\$87300.0000	INCREASE	YES	03/01/09
BHATT	SHAILEND	10049	\$98200.0000	INCREASE	YES	03/01/09
BLAIZE	SAMUEL	M 10049	\$101000.0000	INCREASE	YES	03/01/09
CRUZ	ROBERTO	10049	\$94400.0000	INCREASE	YES	03/01/09
HORNE	KIT LING	10049	\$96600.0000	INCREASE	YES	03/01/09
HUTCHINSON	VOLTON	B 10049	\$106300.0000	INCREASE	YES	03/01/09
JONES	OSFORD	10049	\$90500.0000	INCREASE	YES	03/01/09
KERSAINT	JEREMY	10049	\$87000.0000	INCREASE	YES	03/01/09
MORHART	JOHN	M 10049	\$96500.0000	INCREASE	YES	03/01/09
PEROTTI	JOHN	L 10049	\$98400.0000	INCREASE	YES	03/01/09
RABINOWITZ	PETER	95005	\$124600.0000	INCREASE	YES	03/01/09
RENTA	DIANA	10251	\$34000.0000	INCREASE	NO	03/01/09
ROBINSON	CASSANDR	12626	\$52584.0000	APPOINTED	NO	02/15/09
TEAGUE	MICHAEL	E 40523	\$52223.0000	RESIGNED	NO	03/01/09
VISSCHER	MATTHEW	10050	\$105000.0000	APPOINTED	YES	03/08/09
WILLIAMS	KYLE	G 30315	\$73309.0000	PROMOTED	NO	03/01/09
WOODBURN	NOEL	10049	\$93900.0000	INCREASE	YES	03/01/09
ZAPATA	MARIA	M 10049	\$97500.0000	INCREASE	YES	03/01/09

DEPARTMENT OF TRANSPORTATION
FOR PERIOD ENDING 03/20/09

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
COZZO	THOMAS	91717	\$329.0000	APPOINTED	NO	02/08/09
DEPASQUALE	ANTON	R 20403	\$47933.0000	RESIGNED	YES	03/01/09
ELIO	JOHN	J 35007	\$33332.0000	DECEASED	YES	03/01/09
ESSER	JEANNE	H 10037	\$126000.0000	APPOINTED	YES	03/01/09
GARDNER SR	MARVIN	D 90647	\$27395.0000	APPOINTED	YES	03/08/09
GIMPELSON	GREGORY	34205	\$63171.0000	RETIRED	NO	03/10/09
HARRIS	JOHN	J 91110	\$30093.0000	APPOINTED	NO	03/08/09
HARRIS	MAURICE	O 92406	\$291.8400	APPOINTED	YES	03/01/09
IBRAHIM	MINA	S 20118	\$39729.0000	RESIGNED	YES	03/08/09
JORDAN	BRITTANY	C 90647	\$26341.0000	APPOINTED	YES	03/01/09
KHAN	MUHAMMAD	U 13620	\$33233.0000	TRANSFER	NO	03/01/09
KINGSLEY	ERIN	E 56056	\$26366.0000	RESIGNED	YES	03/08/09
LIN	DERRY	20210	\$53216.0000	APPOINTED	YES	03/01/09
MARON	RACHEL	S 91529	\$40032.0000	APPOINTED	YES	03/01/09
CONNITTAN	SHAJIMON	V 91110	\$30093.0000	APPOINTED	NO	03/08/09
PERAHIA	HENRY	D 10015	\$172049.0000	INCREASE	NO	02/08/09
SCOTT	ERIC	92509	\$37535.0000	RETIRED	NO	03/13/09
SEMIOLI	FRANK	J 90910	\$41400.0000	RESIGNED	NO	02/18/09
STAHL	KEES	F 10037	\$126000.0000	APPOINTED	YES	03/01/09
TA	JOHN	35007	\$24188.0000	DECREASE	YES	02/02/07
WILKIE JR	MARTIN	91529	\$40032.0000	APPOINTED	YES	03/01/09
WILLIAMS	PATRICK	B 91110	\$30093.0000	APPOINTED	NO	03/08/09
WOLMAN	ANDREW	M 30087	\$73917.0000	RESIGNED	YES	02/24/09

DEPT OF PARKS & RECREATION
FOR PERIOD ENDING 03/20/09

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
AGOSTO	ANGELO	80633	\$8.8600	APPOINTED	YES	02/23/09
AKERS	ERNEST	S 80633	\$8.8600	APPOINTED	YES	02/17/09
ALGOOD-WALLS	DONNA	A 06070	\$35265.0000	DECREASE	YES	03/07/09
ANGEL	PARRA	E 21015	\$58193.0000	APPOINTED	YES	03/08/09
AUGUSTIN	MATTHIAS	34202	\$89440.0000	INCREASE	YES	03/01/09
BALDWIN	BRUCE	M 80633	\$8.8600	APPOINTED	YES	02/23/09

BANKS	JOSHUA	J 06664	\$30112.0000	RESIGNED	YES	03/05/09
BASDEN	DWAYNE	E 91406	\$10.6800	APPOINTED	YES	06/16/08
BATES	JAMES	80633	\$8.8600	APPOINTED	YES	02/27/09
BIELE	KERRIANN	F 12627	\$70200.0000	INCREASE	YES	03/08/09
BLAIR	FRANKLIN	80633	\$8.8600	APPOINTED	YES	02/17/09
BOWMAN	TONYA	80633	\$8.8600	APPOINTED	YES	02/25/09
BRACKETT	KENNETH	J 90641	\$32367.0000	RESIGNED	YES	03/13/09
BRITT II	JEFFREY	D 06664	\$14.3300	DECREASE	YES	09/08/08
BROOKS	LISA	A 60440	\$46065.0000	INCREASE	YES	03/01/09
CABAY	WILLIAM	A 92005	\$291.9700	RESIGNED	YES	02/15/09
CARBONARA	NICHOLAS	J 90735	\$186.0600	APPOINTED	YES	03/09/09
CARRASQUILLO	CARLOS	80633	\$8.8600	APPOINTED	YES	02/23/09
CARRERO	MICHAEL	A 91406	\$10.6800	APPOINTED	YES	06/16/08
CARTAGENA JR	IVAN	R 90641	\$35473.0000	RESIGNED	YES	02/28/09
CARTER	KWANA	N 80633	\$8.8600	APPOINTED	YES	02/23/09
CELESTIN	LUCE	10251	\$13.5200	APPOINTED	YES	02/26/09
CIOFFI	NICHOLAS	J 92005	\$291.9700	APPOINTED	NO	03/01/09
COYLE	EDWARD	J 81303	\$50029.0000	APPOINTED	YES	03/03/09
DAVIS	SHALANDA	A 80633	\$8.8600	APPOINTED	YES	02/23/09
DIAZ	JUAN	M 60421	\$31694.0000	APPOINTED	YES	02/26/09
DIGGS	MEDINA	M 06664	\$14.3300	APPOINTED	YES	12/01/08
DORF	GERALDIN	R 22426	\$55124.0000	RESIGNED	YES	03/10/09
DORF	GERALDIN	R 31622	\$50918.0000	RESIGNED	NO	03/10/09
DUDLEY	LEE	91406	\$10.2400	INCREASE	YES	04/01/07
EDWARDS	MATRICE	L 80633	\$8.8600	APPOINTED	YES	02/17/09
EGILMEZ	METEHAN	60421	\$36449.0000	RESIGNED	YES	02/18/09
EMANUEL	DENISE	80633	\$8.8600	RESIGNED	YES	09/02/08
ERNEST	CHRISTOP	G 22121	\$42000.0000	APPOINTED	YES	03/08/09
ESPINAL	MARIA	80633	\$8.8600	APPOINTED	YES	02/27/09
FAKHIMI	NARGES	34202	\$55000.0000	APPOINTED	YES	03/01/09
FIGUEROA	MADELYN	80633	\$8.8600	APPOINTED	YES	02/27/09
FORD	SHARMINA	E 80633	\$9.2100	APPOINTED	YES	03/05/09
GIARDIELLO	JOHN	91915	\$298.8700	INCREASE	YES	03/02/09
GIARDIELLO	JOHN	91916	\$222.6000	APPOINTED	NO	03/02/09
GILMORE	VERONICA	80633	\$8.8600	APPOINTED	YES	02/23/09
GUMBS	INDIRA	80633	\$8.8600	APPOINTED	YES	02/23/09
GUTIERREZ	MILAGROS	C 80633	\$8.8600	APPOINTED	YES	02/26/09
HANDY	LATRELL	80633	\$8.8600	APPOINTED	YES	02/17/09
HARDY	SHAMIKE	L 80633	\$8.8600	APPOINTED	YES	02/26/09
HARRIS	DOROTHEA	80633	\$8.8600	APPOINTED	YES	02/17/09
HARRIS	MARINA	80633	\$8.8600	APPOINTED	YES	02/23/09
HART	TOLLIVER	L 60421	\$30475.0000	APPOINTED	YES	03/03/09
HARTWELL	TERRENCE	13621	\$65000.0000	INCREASE	YES	03/08/09
HATTON	FRANK	34202	\$55000.0000	APPOINTED	YES	03/01/09
HERRING	TRACY	80633	\$8.8600	APPOINTED	YES	02/23/09
HOLMES	ELIZABET	N 10022	\$75000.0000	INCREASE	YES	07/06/08
HUDSON	KEISHA	N 80633	\$8.8600	APPOINTED	YES	02/17/09
JACKSON	CRYSTAL	M 80633	\$9.2100	APPOINTED	YES	03/05/09
JACKSON	CURTIS	T 06664	\$26190.0000	DECREASE	YES	03/07/09
JAEGER	JOSEPH	80633	\$8.8600	APPOINTED	YES	02/27/09
JAMES	AMANDA	80633	\$8.8600	APPOINTED	YES	03/02/09
JENKINS	CHINESTA	80633	\$8.8600	APPOINTED	YES	02/23/09
JENKINS	KIMBERLY	K 80633	\$8.8600	APPOINTED	YES	02/26/09
JOHN FREDERICKS	NATALIE	91406	\$10.6800	APPOINTED	YES	12/05/08
JOHNSON	LINK	80633	\$8.8600	APPOINTED	YES	03/02/09
JOHNSON	MELISSA	T 80633	\$8.8600	APPOINTED	YES	02/23/09
JONES	ANTHONY	E 90641	\$32367.0000	INCREASE	YES	04/27/08
JOST	CASEY	06664	\$14.3300	APPOINTED	YES	02/17/09
KELLY	ALIAH	60421	\$36449.0000	DECREASE	YES	09/02/08
KIRKLAND	DEREK	80633	\$8.8600	APPOINTED	YES	02/25/09
KO	STEVEN	10026	\$90000.0000	INCREASE	YES	03/01/09
LAMAJ	ARIAN	34202	\$56680.0000	INCREASE	YES	03/01/09
LEE	CAREN	K 30087	\$60000.0000	RESIGNED	YES	03/11/09
LERUM	TITO	G 34202	\$55000.0000	APPOINTED	YES	03/08/09
LEWIS	CHARLENE	R 80633	\$8.8600	APPOINTED	YES	02/26/09
LIFSEY	EVELYN	V 80633	\$9.2100	APPOINTED	YES	03/04/09
LIVINGSTON	BRENDA	10251	\$13.0800	APPOINTED	YES	12/01/08
LIVINGSTON	TARSHA	N 80633	\$8.8600	APPOINTED	YES	02/23/09
LOGAN	FATIMA	80633	\$8.8600	APPOINTED	YES	02/17/09
LOVETT	PATRINA	91406	\$10.2400	INCREASE		

