



# THE CITY RECORD

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## THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

MARTHA K. HIRST, Commissioner, Department of Citywide Administrative Services.  
ELI BLACHMAN, Editor of The City Record.

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## PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

### BOARD MEETINGS

#### NOTICE OF MEETINGS

#### City Planning Commission

Meets in Spector Hall, 22 Reade Street, New York, New York 10007, twice monthly on Wednesday, at 10:00 A.M., unless otherwise ordered by the Commission.

#### City Council

Meets by Charter twice a month in Councilman's Chamber, City Hall, Manhattan, New York 10007, at 1:30 P.M.

#### Contract Awards Public Hearing

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, weekly, on Thursday, commencing 10:00 A.M., and other days, times and location as warranted.

#### Design Commission

Meets in City Hall, Third Floor, Manhattan, New York 10007 on the second Monday of the month, except August. For changes in the schedule, copies of monthly agendas, or additional information, please call (212) 788-3071 or visit our web site at [nyc.gov/artcommission](http://nyc.gov/artcommission)

#### Department of Education

Meets in the Hall of the Board for a monthly business meeting on the Third Wednesday, of each month at 6:00 P.M. The Annual Meeting is held on the first Tuesday of July at 10:00 A.M.

#### Board of Elections

32 Broadway, 7th floor, New York, NY 10004, on Tuesday, at 1:30 P.M. and at the call of the Commissioner

#### Environmental Control Board

Meets at 66 John Street, 10th floor, conference room, New York, NY 10038 at 9:15 A.M., once a month at the call of the Chairman.

#### Board of Health

Meets in Room 330, 125 Worth Street, Manhattan, New York 10013, at 10:00 A.M., at the call of the Chairman.

#### Health Insurance Board

Meets in Room 530, Municipal Building, Manhattan, New York 10007, at call of the Chairman.

#### Board of Higher Education

Meets at 535 East 80th Street, Manhattan, New York 10021, at 5:30 P.M., on fourth Monday in January, February, March, April, June, September, October, November and December. Annual meeting held on fourth Monday in May.

#### Citywide Administrative Services

Division Of Citywide Personnel Services will hold hearings as needed in Room 2203, 2 Washington Street, New York, N.Y. 10004.

#### Commission on Human Rights

Meets on 10th floor in the Commission's Central Office, 40 Rector Street, New York, New York 10006, on the fourth Wednesday of each month, at 8:00 A.M.

#### In Rem Foreclosure Release Board

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, Monthly on Tuesdays, commencing 10:00 A.M., and other days, times and location as warranted.

#### Franchise And Concession Review Committee

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, Monthly on Wednesdays, commencing 2:30 P.M., and other days, times and location as warranted.

#### Real Property Acquisition And Disposition

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, bi-weekly, on Wednesdays, Commencing 10:00 A.M., and other days, times and location as warranted.

#### Landmarks Preservation Commission

Meets in the Hearing Room, Municipal Building, 9th Floor North, 1 Centre Street in Manhattan on approximately three Tuesday's each month, commencing at 9:30 A.M. unless otherwise noticed by the Commission. For current meeting dates, times and agendas, please visit our website at [www.nyc.gov/landmarks](http://www.nyc.gov/landmarks).

#### Employees' Retirement System

Meets in the Boardroom, 22nd Floor, 335 Adams Street, Brooklyn, New York 11201, at 9:30 A.M., on the third Thursday of each month, at the call of the Chairman.

#### Housing Authority

Board Meetings will be held every other Wednesday at 10:00 A.M. (unless otherwise noted) in the Board Room on the 12th Floor of 250 Broadway. These meetings are open to the public. Pre-registration of speakers is required. Those who wish to register must do so at least forty-five (45) minutes before the scheduled Board Meeting. Comments are limited to the items on the agenda. Speakers will be heard in the order of registration. Speaking time will be limited to three (3) minutes. The public comment period will conclude upon all speakers being heard or at the expiration of thirty (30) minutes allotted by law for public comment, whichever occurs first.

For Board Meeting dates and times, and/or additional information, please visit our website at [nyc.gov/nycha](http://nyc.gov/nycha) or contact us at (212) 306-6088. Copies of the agenda can be picked up at the Office of the Secretary at 250 Broadway, 12th floor, New York, New York, no earlier than 3:00 P.M. on the Friday before the upcoming Wednesday Board Meeting. Any person requiring a reasonable accommodation in order to participate in the Board Meeting, should contact the Office of the Secretary at (212) 306-6088 no later than five (5) business days before the Board Meeting.

#### Parole Commission

Meets at its office, 100 Centre Street, Manhattan, New York 10013, on Thursday, at 10:30 A.M.

#### Board of Revision of Awards

Meets in Room 603, Municipal Building, Manhattan, New York 10007, at the call of the Chairman.

#### Board of Standards and Appeals

Meets at 40 Rector Street, 6th Floor, Hearing Room "E" on Tuesdays at 10:00 A.M. Review Sessions begin at 9:30 A.M. and are customarily held on Mondays preceding a Tuesday public hearing in the BSA conference room on the 9th Floor of 40 Rector Street. For changes in the schedule, or additional information, please call the Application Desk at (212) 513-4670 or consult the bulletin board at the Board's Offices, at 40 Rector Street, 9th Floor.

#### Tax Commission

Meets in Room 936, Municipal Building, Manhattan, New York 10007, each month at the call of the President.

#### QUEENS BOROUGH PRESIDENT

##### PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Borough President of Queens, Helen Marshall, on **Thursday, April 16, 2009** at 10:30 A.M., in the Borough Presidents Conference Room located at 120-55 Queens Boulevard, Kew Gardens, New York 11424, on the following items:

NOTE: Individuals requesting Sign Language Interpreters should contact the Borough President's Office, (718) 286-2860, TDD users should call (718) 286-2656, no later than FIVE BUSINESS DAYS PRIOR TO THE PUBLIC HEARING.

**CD 05 - BSA #241-47 BZ** - IN THE MATTER of an application submitted by Sheldon Lobel P.C. on behalf of Marin Vajanc, pursuant to Section 11-411 of the NYC Zoning Resolution for an extension of the term of the previously granted variance, an amendment to the variance to allow a change of use from a knitting mill (U.G.17) to a contractor's service establishment and a manufacturing establishment (U.G.17) and a waiver of the Rules of the Practice and Procedure in an R5B district located at **16-23/25 Hancock Street**, Block 3548, Lot 97, zoning map 13d, Ridgewood, Queens.

**CD 11 - BSA# 20-09 BZ** -- IN THE MATTER of an application submitted by Metro PCS New York, LLC on behalf of Valerie Arms Apt. Corp., pursuant to Section 73-30 of the NYC Zoning Resolution, for a special permit to install a non-accessory radio facility in an R3-2/C1-2 district located at **54-44 Little Neck Parkway**, Block 8256, Lot 108, Zoning Map 11c, Little Neck, Borough of Queens.

**CD 13 - BSA #21-09 BZ** - IN THE MATTER of an application submitted by MetroPCS New York, LLC on behalf of Braddock Avenue Owners, Inc., pursuant to Sections 73-03 and 73-30 of the NYC Zoning Resolution for a special permit to install a non-accessory radio facility on the rooftop of an existing 6-story residential building in an R4 district located at **222-89 Braddock Avenue**, Block 7968, Lot 31, zoning map 15a, Queens Village, Queens.

**CD07 - ULURP #C090320 PPQ** IN THE MATTER of an application submitted by the Department of Citywide Administrative Services (DCAS), pursuant to Section 197-c of New York City Charter, for the disposition of nine (9) city-owned properties in the College Point Urban Renewal Area (expiring April 2009), in M1-1 and M3-1 districts, Block 4317, p/o Lot 1, p/o Lot 8900, Lot 20, Block 4356, p/o Lot 30, Block 4357, p/o Lot 1, Block 4358, p/o Lot 1, Block 4359, p/o Lot 1, Block 4206, Lot 100, Block 4207, p/o Lot 1, zoning map 10a, College Point, Borough of Queens.

**CD07 - ULURP #C090366 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 New York City Charter, for the site selection and acquisition of property in an M3-1 district located at **130-31 Northern Boulevard**, Block 1791 Lots 52, 68, and 72 for the continued use as an asphalt plant, zoning map 10a, Flushing, Borough of Queens.

a10-16

## CITY UNIVERSITY

### PUBLIC HEARINGS

#### BOARD OF TRUSTEES

Annual Queens Borough Hearing on Monday, April 20, 2009, 5:00 P.M., Queens Borough Hall, 120-55 Queens Boulevard, Kew Gardens, New York 11424.

a13

## 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 ~~Strikeout~~ 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 ~~these~~ 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:

Table with 2 columns: #Lot Area# and Minimum Area of Pedestrian Circulation Space. Row 1: 15,000 to 40,000 sq. ft. - 1 sq. ft. per 250 sq. ft. of #floor area#. Row 2: 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. Permitted interruptions
(2) 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.

(2) 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.

(2) 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 ~~strikeout~~ 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# of the #development#.

Any non-bonus open area located adjacent to a #public plaza#, other than an open area bounding a #street line# used for pedestrian access, must either:

- (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

(c) sidewalk area, except for platforms that shall not exceed six inches in height.  
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 café, 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 café 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#;
- (2)(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 café; 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 café, 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, 1980, 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 aAny 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

## CITY PLANNING

### ■ PUBLIC HEARINGS

### FORMULATION of PROPOSED 2010 CONSOLIDATED PLAN FIVE-YEAR STRATEGIC PLAN

A public hearing on the formulation of the Proposed 2010 Consolidated Plan: the Five-Year Strategic Plan (2010 - 2014) for US-HUD Formula Entitlement Funds will be held on **TUESDAY, APRIL 14, 2009** beginning at **10:00 A.M.** at the Department of City Planning located at 22 Reade Street, Spector Hall, Manhattan.

The Consolidated Plan defines the use of federal entitlement funds for housing, homeless assistance, supportive housing services and community development programs and is required by the United States Department of Housing and Urban Development (HUD). It consolidates the statutory requirements of the Cranston-Gonzalez Housing Act's Comprehensive Housing Affordability Strategy, and the City's application for the four HUD Office of Community

Planning and Development entitlement programs: Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Shelter Grants (ESG), and Housing Opportunities for Persons with AIDS (HOPWA). The report will define the use of these federal funds for Consolidated Plan Program Years 2010 - 2014.

The PUBLIC HEARING has been scheduled to obtain comments on the formulation of the document and on the City's use of federal funds to address housing, services for the homeless, supportive housing service and community development needs, and the development of proposed activities. Another purpose of this session is to answer and discuss questions concerning the *Proposed 2010 Consolidated Plan: One Year Action Plan*. In addition, at this forum, agency representatives will receive comments on the City's performance of Consolidated Plan activities in 2008.

For more information contact: Charles V. Sorrentino, New York City Consolidated Plan Coordinator, Department of City Planning, 22 Reade Street 4N, New York, New York 10007, (212) 720-3337.

m31-a13

## COMPTROLLER

### ■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held in the Municipal Building, One Centre Street, Room 650 conference room, on Monday, April 27, 2009 at 10:30 A.M. on the following items.

(1) In the matter of a proposed contract between the Office of the Comptroller and Amalgamated Bank, 275 7th Avenue, New York, NY 10001, for the provision of U.S. equity index investment management services for the New York City Employees' Retirement System and such additional Systems, funds and accounts as may be designated in writing from time to time by the Comptroller.

The term of the contract will commence May 1, 2009 and remain in effect until March 31, 2012 with one or more additional renewal periods not to exceed six years. The contract amount for the investment management services is not to exceed \$300,000. The cost of services will be paid from the corpus of the Systems. PIN: 015-08811901 QI.

(2) In the matter of a proposed contract between the Office of the Comptroller and Barclays Global Investors, N.A. 400 Howard Street, San Francisco, CA 94105, for the provision of U.S. equity index investment management services for the New York City Employees' Retirement System, the New York City Police Pension Fund, Subchapter Two, the New York City Fire Department Pension Fund, Subchapter Two, the Teachers' Retirement System of the City of New York and such additional Systems, funds and accounts as may be designated in writing from time to time by the Comptroller.

The term of the contract will commence May 1, 2009 and remain in effect until March 31, 2012 with one or more additional renewal periods not to exceed six years. The contract amount for the investment management services is not to exceed \$2,890,000. The cost of services will be paid from the corpus of the Systems. PIN: 015-08811902 QI.

(3) In the matter of a proposed contract between the Office of the Comptroller and BlackRock Investment Management, LLC 40 East 52nd Street, New York, NY 10022, for the provision of U.S. equity index investment management services for the New York City Employees' Retirement System, the New York City Police Pension Fund, Subchapter Two, the New York City Police Officers' Variable Supplements Fund, the New York City Police Superior Officers' Variable Supplements Fund, the New York City Fire Department Pension Fund, Subchapter Two, the New York City Firefighters' Variable Supplements Fund, the New York City Fire Officers' Variable Supplements Fund, the New York City Board of Education Retirement System, the Teachers' Retirement System of the City of New York and such additional Systems, funds and accounts as may be designated in writing from time to time by the Comptroller.

The term of the contract will commence May 1, 2009 and remain in effect until March 31, 2012 with one or more additional renewal periods not to exceed six years. The contract amount for the investment management services is not to exceed \$495,000. The cost of services will be paid from the corpus of the Systems and city funds. PIN: 015-08811903 QI.

The proposed contractors were selected pursuant to a competitive sealed proposal process in accordance with Section 3-03 of the PPB Rules.

A copy of the contracts, or excerpts thereof, can be seen at the Office of the Comptroller, One Centre Street, Room 650, New York, New York 10007, Monday through Friday excluding holidays commencing on April 13, 2009 through April 27, 2009 between 10:00 A.M. - Noon and 1:30 - 4:30 P.M.

a13

## COMMUNITY BOARDS

### ■ PUBLIC HEARINGS

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

#### BOROUGH OF QUEENS

COMMUNITY BOARD NO. 7 - Monday, April 13, 2009 at 7:00 P.M., Union Plaza Care Center, 33-23 Union Street, 1st Fl., Flushing, NY

#### C090366PCQ

130-31 Northern Boulevard  
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 for use as an asphalt plant.

#### C090320PPQ

IN THE MATTER OF an application submitted by the Department of Citywide Administrative Services (DCAS) pursuant to Section 197-c of the New York City Charter for the disposition of nine (9) city-owned properties in the College Point Corporate Park, pursuant to zoning.

#### BSA# 30-09-BZ

Location: 136-33 37th Avenue  
Application to reduce the required accessory parking spaces for certain commercial and medical office uses proposed at the premises.

#### BSA# 41-06-BZ

Location: New York Hospital, Queens - 139-24 Booth Memorial Avenue  
Application to legalize the relocation of the most northwestern portion of the parking structure creating a 4x8" side yard at the northwest corner, which does not comply with zoning regulations.

a7-13

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

#### BOROUGH OF QUEENS

COMMUNITY BOARD NO. 7 - Monday, April 13, 2009 at 7:00 P.M., Union Plaza Care Center, 1st Floor, 33-23 Union Street, Flushing, NY

#### #246-01-BZ

35-11 Prince Street  
Application for a waiver of the Rules of Practice and Procedure, a reopening and to reflect the new owner/operator, and an extension of the term for a previously granted special permit for a Physical Culture Establishment (PCE), which expired on June 1, 2008.

a7-13

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

#### BOROUGH OF STATEN ISLAND

COMMUNITY BOARD NO. 1 - Tuesday, April 14, 2009 at 7:30 P.M., All Saints Episcopal Church, 2329 Victory Boulevard, Staten Island, NY

#### Agenda

Citywide Statement of Needs for Fiscal Years 2010-2011.

a8-14

## HOUSING AUTHORITY

### ■ MEETING

#### SPECIAL NOTICE

Please be advised that the New York City Housing Authority's Board Meeting regularly scheduled for April 15, 2009 at 10:00 A.M. has been **rescheduled to Tuesday, April 14, 2009 at 2:00 P.M.**

a13

## HOUSING PRESERVATION & DEVELOPMENT

### ■ NOTICE

PLEASE TAKE NOTICE, that in accordance with Sections 201-204 (inclusive) of the New York State Eminent Domain Procedure Law (the "EDPL"), a Public Hearing will be held by the New York City Department of Housing Preservation and Development on behalf of the City of New York in connection with the acquisition of certain properties necessary for the Harlem-East Harlem Fifteenth Amended Urban Renewal Plan.

The time and place of the hearing is as follows:

DATE: April 20, 2009 TIME: 12:00 P.M.  
LOCATION: Tiano Towers, Crystal Room  
240 E. 123rd Street, 4th floor, New York,  
New York 10035

The purpose of this hearing is to inform the Public of the proposed acquisition of certain properties and to review the public use to be served by the Harlem-East Harlem Fifteenth Amended Urban Renewal Plan and its impact on the local environment and residents. The scope of this acquisition is to facilitate the development of new residential, commercial and community facilities consistent with the goals and objectives of the Harlem-East Harlem Fifteenth Amended Urban Renewal Plan.

The properties affected include the following areas as shown on the Tax Map of the City of New York for the Borough of Manhattan Block 1790, Lots 1, 5, 101, 8, 24, 46, 28, 44, 20, and Block 1791, Lot 34.

Any person in attendance at this meeting shall be given a reasonable opportunity to present oral or written statements and to submit other documents concerning the proposed acquisition. Each speaker shall be allotted a maximum of five

(5) minutes. In addition, written statements may be submitted to the Department of Housing Preservation and Development at the address stated below, provided the comments are received by 5:00 P.M. on April 27, 2009 (5 working days after the public hearing date).

New York City Department of Housing Preservation and Development  
Division of Planning  
100 Gold Street, Rm. 9E4  
New York, New York 10038  
Attn.: Charles Marcus

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

a7-13

## 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, **April 21, 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 QUEENS 09-7269- Block 133, lot 60-39-87 48th Street - Sunnyside Gardens Historic District  
A brick rowhouse with Colonial Revival style details designed by Clarence Stein, Henry Wright and Frederick Ackerman and built in 1927. Application is to install a fence.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF QUEENS 08-8128- Block 182, lot 79-39-02 44th Street - Sunnyside Gardens Historic District  
A brick rowhouse with Colonial Revival style details designed by Clarence Stein, Henry Wright and Frederick Ackerman and built in 1927. Application is to install a curb cut and parking pad.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF BROOKLYN 09-6415- Block 154, lot 17-372 Fulton Street - Gage & Tollner Restaurant, Interior Landmark - Individual Landmark  
A late-Italianate style townhouse with restaurant, built circa 1870. Application is to modify interior features.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF BROOKLYN 09-7473- Block 1977, lot 22-474 Waverly Place - Clinton Hill Historic District  
A neo-Grec style rowhouse designed by Robert Dixon and built in 1888. Application is to construct a rooftop addition. Zoned R68.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF BROOKLYN 09-6846- Block 230, lot 15-112 Hicks Street - Brooklyn Heights Historic District  
An eclectic style rowhouse built between 1880-1899. Application is to construct a rear yard addition. Zoned R6, LH-1.

ADVISORY REPORT  
BOROUGH OF MANHATTAN 09-7352- Block 7777, lot 77- Canal Street and Broadway - SoHo-Cast Iron Historic District and Tribeca East Historic District  
A commercial thoroughfare first laid out as a canal in 1805 and filled in as a road bed circa 1815. Application is to install flood mitigation measures.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 09-4742- Block 591, lot 48-82 Christopher Street - Greenwich Village Historic District  
An apartment building built in 1892. Application is to legalize the installation of a bracket sign installed without Landmarks Preservation Commission permits and to install a second bracket sign.

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 CofA 06-7239.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 09-5670 - Block 611, lot 8-247 West 4th Street - Greenwich Village Historic District  
A Federal style rowhouse built in 1828. Application is to excavate the rear yard, to construct a rear yard addition, and modify an existing rooftop addition. Zoned R6.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 09-7103 - Block 633, lot 37-145 Perry Street - Greenwich Village Historic District  
A two-story building used as a freight loading station since 1938. Application is to demolish the existing building and construct three buildings and create curb cuts. Zoned C6-1.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN  
09-2361- Block, 7777 lot 777 - 97-99 7th Avenue South - Greenwich Village Historic District  
A converted garage building built in 1919. Application is to

modify a fence installed without Landmarks Preservation Commission permits.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-7506- Block 849, lot 7505-141 Fifth Avenue - Ladies' Mile Historic District  
A Beaux-Arts style loft building designed by Robert Maynicke and built circa 1896-1900. Application is to install storefront infill.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-7580 - Block 823, Lot 4-682 6th Avenue - Ladies' Mile Historic District  
A neo-Renaissance style store and loft building designed by Stephenson & Greene and built in 1897. Application is to install storefront infill.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-3540 - Block 875, lot 18-34 Gramercy Park – Gramercy Park Historic District  
A Queen Anne style apartment house designed by George W. DaCunha and built in 1882-1883. Application is to install pigeon netting.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-7587- Block 1121, lot 25-15 West 68th Street- Upper West Side/Central Park West Historic District  
A Beaux Arts style rowhouse designed by Buchman & Fox and built in 1909 -10. Application is to modify a window opening to accommodate an at-grade entrance.

#### MODIFICATION OF USE AND BULK

BOROUGH OF MANHATTAN 09-3804 - Block 1121, lot 25-15 West 68th Street - Upper West Side/Central Park West Historic District  
A Beaux Arts style rowhouse designed by Buchman & Fox and built in 1909-10. 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 R8B.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-7914 - Block 1119, lot 36-2 West 67th Street, aka 70 Central Park West- Upper West Side/Central Park West Historic District  
A neo-Renaissance style studio building designed by Rich & Mathesius and built in 1919. Application is to replace windows.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-7345 - Block 1141, lot 15-154 West 70th Street - Upper West Side/Central Park West Historic District  
A neo-Renaissance style apartment building designed by Robert Maynicke, and built in 1899-1900. Application is to modify the ground floor, replace windows, and construct elevator and mechanical bulkheads.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-8278 - Block 1205, lot 29-315 Central Park West - Upper West Side/Central Park West Historic District  
A neo-Renaissance style apartment building designed by Schwartz and Gross and built in 1912-13. Application is to construct a barrier-free access ramp.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-7059 - Block 1217, lot 141 118 West 87th Street - Upper West Side Historic District  
A Queen Anne style rowhouse designed by John G. Prague and built in 1887-88. Application is to legalize the installation of security cameras without Landmarks Preservation Commission permits, and a light fixture installed in non-compliance with PMW 08-5565.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6640 - Block 1202, lot 41-22 West 89th Street - Upper West Side/Central Park West Historic District  
A Renaissance Revival style rowhouse designed by Gilbert A. Schellenger and built in 1894. Application is to construct a rear yard addition and relocate a window. Zoned R7-2.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6528 - Block 1380, lot 69-4 East 66th Street – Upper East Side Historic District  
A neo-Italian Renaissance style apartment building designed by J.E.R. Carpenter and built in 1919-20. Application is to modify and create new window openings and install windows and balconies.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-0998 Block 1402, lot 1-651-657 - Park Avenue, aka 101-109 East 67th Street, 102-108 East 68th Street - Upper East Side Historic District  
A neo-Federal style apartment building designed by J.E.R. Carpenter and built in 1923. Application is to construct a rooftop addition. Zoned R10.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5983 - Block 1404, lot 9-117-119 East 69th Street – Upper East Side Historic District  
A neo-Georgian style townhouse designed by Julius F. Gaynor and built in 1928-29. Application is to modify the rear facade.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-7773 - Block 1410, lot 69-829 Park Avenue - Upper East Side Historic District  
A neo-Classical style apartment building designed by Pickering & Walker and built in 1910-11. Application is to install tree-pits with metal bollards.

#### 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 08-2731 - Block 2059, lot 156-466 West 145th Street - Hamilton Heights Historic District Extension  
A Renaissance Revival style rowhouse designed by G. A. Schellenger and built in 1896. Application is to alter the areaway and install a barrier-free access chair lift.

a8-21

#### MEETING

NOTICE IS HEREBY GIVEN THAT PURSUANT to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York that on **Tuesday, April 14, 2009**, there will be a Public Meeting of the Landmarks Preservation Commission in the Public Hearing Chamber at 1 Centre Street, 9th Floor North, Borough of Manhattan, City of New York. For information about the Public Meeting agenda, please contact the Public Information Officer at (212) 669-7817.

a9-13

#### LOFT BOARD

##### PUBLIC MEETING

NOTICE IS HEREBY GIVEN PURSUANT TO ARTICLE 7 OF THE PUBLIC OFFICERS LAW that the New York City Loft Board will have its monthly Board meeting on **Thursday, April 23, 2009**. The meeting will be held at 2:00 P.M. at Spector Hall, 22 Reade Street, 1st Floor. The proposed agenda will include cases and general business.

The general public is invited to attend and observe the proceedings.

a13-15

#### 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, 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 - \$12,562  
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

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 15, 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 Museum of Arts and Design to construct, maintain and use 4 benches on the south sidewalk of Columbus Circle and 3 benches on the west sidewalk of Broadway at 2 Columbus Circle, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Date of Approval by the Mayor to June 30, 2019 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, 2019 - \$1050/annum

the maintenance of a security deposit in the sum of \$2,000, 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 712 St. Nicholas Company Inc. to continue to maintain and use a fenced-in area on the east sidewalk of St. Nicholas Avenue, north of 145<sup>th</sup> Street, in the Borough of Manhattan. The proposed revocable consent is for a term 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, 2008 to June 30, 2019 - \$25/annum

the maintenance of a security deposit in the sum of \$2,000, 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.

**#3** In the matter of a proposed revocable consent authorizing Joseph Jaffoni and Gerri Ann Stern Jaffoni to continue to maintain and use a stoop and a fenced-in area on the north sidewalk of West 12th Street, between Greenwich Street and Hudson 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/annum

the maintenance of a security deposit in the sum of \$2,000, 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 American International Realty Corp. to continue to maintain and use a bridge over and across Pine Street, near Pearl 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, 2010 - \$25,116  
 For the period July 1, 2010 to June 30, 2011 - \$25,848  
 For the period July 1, 2011 to June 30, 2012 - \$26,580  
 For the period July 1, 2012 to June 30, 2013 - \$27,312  
 For the period July 1, 2013 to June 30, 2014 - \$28,044  
 For the period July 1, 2014 to June 30, 2015 - \$28,776  
 For the period July 1, 2015 to June 30, 2016 - \$29,508  
 For the period July 1, 2016 to June 30, 2017 - \$30,240  
 For the period July 1, 2017 to June 30, 2018 - \$30,972  
 For the period July 1, 2018 to June 30, 2019 - \$31,704

the maintenance of a security deposit in the sum of \$31,789, 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.

**#5** In the matter of a proposed revocable consent authorizing Two Little Hens Ltd. to maintain and use two benches on the west sidewalk of 8th Avenue, north of 12<sup>th</sup> Street, in the Borough of Brooklyn. 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 - \$300/annum

the maintenance of a security deposit in the sum of \$300, 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.

m25-a15

# COURT NOTICES

## SUPREME COURT

### NOTICE

#### KINGS COUNTY IA PART 74 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:

- A. authorizing the City to file an acquisition map in the Office of the City Register;
- B. directing that upon the filing of said map, title to the property sought to be acquired shall vest in the City;
- C. providing that just compensation therefor be ascertained and determined by the Supreme Court without a jury; and
- D. 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 COURT NOTICE MAPS ON BACK PAGES

☛ a13-24

## 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 UNCLEAR 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 1156

NOTICE IS HEREBY GIVEN of a ONE (1) day public auction of unclaimed salvage vehicles, motorcycles, trucks, and vans. Inspection day is April 20, 2009 from 10:00 A.M. - 2:00 P.M.

Salvage vehicles, motorcycles, automobiles, trucks, and vans will be auctioned on April 21, 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.

a8-21

## 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."*

## BROOKLYN NAVY YARD

### ■ SOLICITATIONS

#### Services

**AUDIT SERVICES** – CSB – PIN# 09164 – DUE 05-15-09 AT 5:00 P.M. – Documents will be available as of April 17, 2009. Failure to attend the mandatory pre-bid conference on April 29, 2009 at 10:00 A.M. will result in proposers disqualification.

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.  
Brooklyn Navy Yard Development Corp., Building 292  
63 Flushing Avenue, Unit 300, Brooklyn, NY 11205.  
Gaffar Mohamed at (718) 907-5931.

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## CITY UNIVERSITY

### ■ SOLICITATIONS

#### Goods

**MCGRAW-HILL BOOKS** – Competitive Sealed Bids – PIN# 2009002079056 – DUE 05-05-09 AT 2:30 P.M. – Purchase of various quantities of three (3) McGraw-Hill textbooks - Schafer Sociology 11th Edition ISBN #13: 9780073404141 - Annual Editions Sociology 09/10 by Kurt Finsterbusch ISBN #13: 9780078127724 - Introduction to Mass Communication Media World 2.0 DVD - ROM ISBN #13: 9780077243302.

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.  
Kingsborough Community College, 2001 Oriental Boulevard, Brooklyn, NY 11235. Robin Sutherland (718) 368-4649, [rsutherland@kbcc.cuny.edu](mailto:rsutherland@kbcc.cuny.edu)

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## CITYWIDE ADMINISTRATIVE SERVICES

### DIVISION OF MUNICIPAL SUPPLY SERVICES

#### ■ 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-jy17

### 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-jy17

**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-jy17

## CONSUMER AFFAIRS

### ■ INTENT TO AWARD

#### Goods & Services

**NOTICE OF INTENT - TITAN** – Sole Source – Available only from a single source - PIN# 098660000444485 – DUE 04-20-09 AT 5:00 P.M.

● **NOTICE OF INTENT - CBS OUTDOOR** – Sole Source – Available only from a single source - PIN# 09866000044484 – DUE 04-20-09 AT 5:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
 Department of Consumer Affairs, 42 Broadway, 8th Floor, New York, NY 10004. Sharon Josephs-Shereff (212) 487-4383 sjosephs-shereff@dca.nyc.gov

a9-15

**ECONOMIC DEVELOPMENT CORPORATION**

**CONTRACTS**

■ SOLICITATIONS

*Goods & Services*

**MAIDEN LANE SOUTH PAVILION** – Request for Information – PIN# 35150001 – DUE 06-05-09 AT 4:00 P.M. – NYCEDC is seeking expressions of interest from qualified individuals or companies to lease, operate, and maintain an enclosed pavilion of up to 4,500 square feet and optional accessory outdoor space near Maiden Lane along the East River waterfront in Lower Manhattan (the “Site”). Through this Request For Expressions of Interest (“RFEI”), NYCEDC aims to solicit innovative programming concepts that will enhance the rich character of Lower Manhattan and attract the local community and visitors to East River waterfront.

It is anticipated that NYCEDC will construct the core and shell of the single-level, enclosed pavilion structure (the “MLS Pavilion”) and the tenant will be responsible for all improvements. The MLS Pavilion will be the first of several pavilions built as part of the City-initiated East River Waterfront Esplanade and Piers Project (the “Esplanade”), which is intended to transform a currently underutilized portion of waterfront into a new pedestrian-friendly, publicly-accessible open space.

Programming suggestions include a food service or a recreation facility; however NYCEDC is open and interested in receiving other creative programming concepts that meet the RFEI goals. NYCEDC expects the program to be economically viable and generate revenue that will contribute to Esplanade maintenance. It is anticipated that the MLS Pavilion will be ready for fit-out by Spring 2011.

This RFEI is not primarily intended as a formal offering for the future negotiated lease of the Site; however NYCEDC reserves the right to select a user based on the responses to this RFEI without further process. Therefore, it is strongly encouraged that all parties interested in programming the Site to submit proposals in response to this RFEI.

Companies who have been certified with the New York City Small Business Services as Minority and Women Owned Business Enterprises (“M/WBE”) are strongly encouraged to apply. To find out more about M/WBE certification, please call 311 or go to www.nyc.gov/getcertified.

An information session and Site visit will be held on Thursday, April 30, 2009 at 10:00 A.M. The information session will be held at NYCEDC’s Office, located at 110 William Street, 4th Floor, followed by a visit to the MLS Pavilion Site. Those who wish to attend the Site Visit and/or the informational meeting must contact Liliana Ruiz at (212) 312-3840 or lruiz@nycedc.com on or before Tuesday, April 28, 2009. Attendance is not mandatory; however interested parties are strongly encouraged to attend the informational meeting.

Respondents may submit questions and/or request clarifications from NYCEDC no later than 4:00 P.M. on Friday, May 8, 2009. Questions regarding the subject matter of this RFEI should be directed to MLSPavilionRFEI@nycedc.com. For all questions that do not pertain to the subject matter of this RFEI please contact NYCEDC’s Contracts Hotline at (212) 312-3969. Answers to all questions will be posted by Friday, May 22, 2009, to www.nycedc.com/RFEI.

To download a copy of the solicitation documents please visit www.nycedc.com/RFEI. RESPONSES ARE DUE NO LATER THAN 4:00 P.M. on Friday, June 5, 2009. Please submit six (6) copies and one (1) electronic version of your proposal. to: NYCEDC, 110 William Street, 6th Floor, New York, NY 10038, Attention: Maryann Catalano, Senior Vice President, Contracts.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
 Economic Development Corp., 110 William Street, 6th Floor New York, NY 10038. Maryann Catalano (212) 312-3969 MLSPavilionRFEI@nycedc.com

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**CORRECTION: ADVERTISING SERVICES CONCESSION, MANHATTAN CRUISE TERMINAL RFP** – Request for Proposals – PIN# 35660001 – DUE 05-04-09 AT 4:00 P.M. – The City of New York (the “City”), acting through the New York City Department of Small Business Services (“DSBS”), is requesting proposals for a concession for advertising at the Manhattan Cruise Terminal located at Pier 88 and Pier 90 on the West Side of Manhattan in New York City. The Manhattan Cruise Terminal is a first-class cruise ship facility. The City wishes to enhance and fully capitalize on this facility’s popularity.

The concessionaire shall be responsible for the development and implementation of the advertising opportunities at the Manhattan Cruise Terminal. The scope of the advertising services at the Manhattan Cruise Terminal shall include, but not be limited to, developing and advertising marketing plan; conducting the physical design, construction, control, installation, and maintenance of the advertising signage; promoting, soliciting, negotiating and procuring contracts for advertising users; processing and collecting advertising sales revenues; and paying the City a concession fee that includes

a minimum annual guarantee, as further described in the Request For Proposals (“RFP”).

The selected concessionaire will enter into a concession agreement with the City for a term of five (5) years, with one (1) renewal option, at the City’s sole discretion, for another five (5) years. The concession agreement will be terminable at will by the City upon twenty-five (25) days’ notice. The concession agreement shall be administered by the New York City Economic Development Corporation (“NYCEDC”) who shall act as the City’s representative for all purposes with respect to this RFP and the concession agreement.

The concessionaire shall be selected on the basis of factors stated in the RFP which are: the proposed concession fee; the overall experience of proposer and overall quality of proposal; and the marketing strategy and approach to advertising sales revenues.

Additional information on the cruise industry and NYCruise including location map, 2009 NYCruise Schedule, and cruise demographics are located in the attachments to the RFP.

Companies who have been certified with the New York City Small Business Services as Minority and Women Owned Business Enterprises (“M/WBE”) are strongly encouraged to apply. To find out more about M/WBE certification, please call 311 or go to www.nyc.gov/getcertified.

The RFP is available for in-person pick-up between 9:30 A.M. and 4:30 P.M., Monday through Friday.

Respondents may submit questions and/or requests for clarifications to NYCEDC no later than 4:00 P.M. on Tuesday, April 14, 2009. Questions regarding the subject matter of this RFP may be asked at the pre-proposal meeting or must be submitted in writing to the Project Manager, Jennifer Wertz, either at the following NYCEDC mailing address: NYCEDC, 110 William Street, 6th Floor, New York, NY 10038, or via e-mail: cruiseadvertisingMCT@nycedc.com. For all questions that do not pertain to the subject matter of this RFP please contact NYCEDC’s Contracts Hotline at (212) 312-3969.

Answers to all questions/requests for clarifications will be available for in-person pick-up from NYCEDC at 110 William Street, 6th Floor, New York, NY (between Fulton Street and John Street) and will be posted, to NYCEDC’s website at www.nycedc.com/RFP by Monday, April 20, 2009. Any proposer may request a printed copy by sending a written request to the Project Manager at the above address.

To download a copy of the solicitation documents please visit www.nycedc.com/RFP. Proposals in response to this RFP are due no later than 4:00 P.M., except as provided for in Section 1-13(j)(2)(i) of the Concession Rules on Monday, May 4, 2009. Proposers shall submit six (6) sets of the proposal (including six sets of all required attachments) and should submit one (1) electronic version of the proposal to: NYCEDC, 110 William Street, 6th Floor, New York, NY 10038, attention: Maryann Catalano, Senior Vice President.

PRE-PROPOSAL MEETING AND SITE TOUR

There will be a pre-proposal meeting and site tour at the Manhattan Cruise Terminal, (entrance located at 711 12th Avenue (55th Street and 12th Avenue), New York, NY 10019), that will be held at 11:00 A.M. on Tuesday, April 7, 2009. The pre-proposal meeting and site tour will start at the main entrance lobby area of Pier 88. If you are considering responding to this RFP, please make every attempt to attend this recommended pre-proposal meeting and site tour.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
 Economic Development Corp., 110 William Street, 6th Floor New York, NY 10038. Maryann Catalano (212) 312-3969 cruiseadvertisingMCT@nycedc.com

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*Construction / Construction Services*

**EAST RIVER WATERFRONT ESPLANADE AND PIERS PROJECT IFB** – Public Bid – PIN# 17060013 – DUE 05-15-09 AT 1:00 P.M. – New York City Economic Development Corporation (NYCEDC) is seeking a construction contractor to provide construction services for the East River Waterfront Esplanade and Piers Project – Painting of FDR Drive East Girder Project (the “Project”). The purpose of the Project is to remove existing paint and repaint the FDR Drive East Girder from Old Slip to Pier 35 as more specifically described in the Contract Documents.

NYCEDC intends to award a contract to the lowest responsible and responsive bidder. Please refer to the Invitation for Bids (“IFB”) for more information.

Detailed submission guidelines are outlined in the IFB. The cost of the Bid package is \$75.00. Additional bid packages can be purchased for an additional \$50.00 per package. The only form of payment accepted will be exact cash, certified check or money order payable to NYCEDC. The Bid package will be available for pick up as of Monday, April 13, 2009 at 12:00 P.M. at the offices of NYCEDC located at 110 William Street, 6th floor, New York, NY 10038.

Companies who have been certified with the New York City Small Business Services as Minority and Women Owned Business Enterprises (“M/WBE”) are strongly encouraged to apply. To find out more about M/WBE certification, please call 311 or go to www.nyc.gov/getcertified.

A pre-bid meeting will be held on Wednesday, May 6 2009 at 11:00 A.M. at the offices of NYCEDC, 6th floor.

Respondents may submit questions and/or request clarifications from NYCEDC no later than 1:00 P.M. on Thursday, May 7, 2009. Questions regarding the subject matter of this IFB should be directed to FDRGirderPainting@nycedc.com. For all questions that do not pertain to the subject matter of this Bid, please contact NYCEDC’s Contracts Hotline at (212) 312-3969. Answers to all relevant questions will be posted by Tuesday, May 12, 2009 to www.nycedc.com/RFP.

Sealed Bids must be received no later than 1:00 P.M. on Friday, May 15, 2009 at NYCEDC, 110 William Street, 6th floor, New York, NY 10038 to the attention of Maryann Catalano, Senior Vice President, Contracts. Bids will not be

accepted after 1:00 P.M. Bids will be opened publicly at the office of NYCEDC at 1:00 P.M. on May 15, 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.  
 Economic Development Corporation, 110 William Street 6th Floor, New York, NY 10038. Maryann Catalano (212) 312-3969, FDRGirderPainting@nycedc.com

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**EDUCATION**

■ SOLICITATIONS

*Services (Other Than Human Services)*

**BEVERAGE AND SNACK VENDING/SPONSORSHIP PROCUREMENT** – Request for Proposals – PIN# R0744040 – DUE 05-27-09 AT 5:00 P.M. – Awarded vendor(s) will have exclusivity in the management of Beverage and/or Snack vending and the opportunity to provide additional opportunities for students to participate in athletic extracurricular activities through sponsorship of NYCDOE sports and physical education programs. The NYCDOE will work with the awarded vendor(s) to build a program that offers rights and privileges that meet the business and marketing objectives of the vendor(s), while meeting the objectives of the NYCDOE, primarily providing beverages and snacks in vending machines that meet nutritional guidelines and providing financial support for NYCDOE sports and physical education programs.

Pre-proposal conference will be held on: April 29, 2009 at Brooklyn Borough Hall, 209 Joralemon Street, Brooklyn, NY at 2:00 P.M. Please register to attend the pre-proposal conference by emailing the number of attendees from your company to BeverageSnackRFP0744@schools.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.  
 Department of Education, 65 Court Street, Room 1201, Brooklyn, NY 11201. Donna Gilmartin (718) 935-2300, beveragesnackrfp0744@schools.nyc.gov

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**ENVIRONMENTAL PROTECTION**

**BUREAU OF WASTEWATER TREATMENT**

■ SOLICITATIONS

*Services (Other Than Human Services)*

**CORRECTION: OPERATIONS, MAINTENANCE AND ENVIRONMENTAL MONITORING AT THE PELHAM BAY LANDFILL IN THE BRONX** – Competitive Sealed Bids – PIN# 826091240PEL – DUE 05-20-09 AT 11:30 A.M. – CORRECTION: CONTRACT 1240-PEL: Document Fee \$80.00. There is a mandatory pre-bid conference on 4/22/09 at 10:00 A.M. at 96-05 Horace Harding Expressway, 2nd Floor, Process Control Conference Room, Flushing, NY 11373. Ronaldo Villacres, Project Manager, (718) 595-4952. Vendor Source ID#: 59049.

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, New York 11373. Greg Hall (718) 595-3236, ghall@dep.nyc.gov

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**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

*Construction Related Services*

**ROOF REPAIR AND MAINTENANCE** – Competitive Sealed Bids – PIN# 121109109 – DUE 05-08-09 AT 3:00 P.M. – In order to be considered a responsible bidder for this roofing and maintenance project you are required to participate in a site visit on May 4, 2009 at 10:00 A.M. in the Main Lobby at Metropolitan Hospital.

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 12E3A, 12th Floor, New York, NY 10016. Ivan Rawls (212) 562-2552, ivan.rawls@nychhc.org

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*Goods & Services*

**RESTAURANT DINE-IN STYLE CONCESSION - MULTI-SITE** – Request for Proposals – PIN# 11109098A – DUE 05-27-09 AT 5:00 P.M. – This Request for Proposals (RFP) is being issued to assist the New York City Health and Hospitals Corporation (HHC) the South Manhattan Healthcare Network, in selecting a Proposer who will provide a high-quality, cost-effective Restaurant dine-in style operation for Network patients, visitors, and staff.

A pre-proposal Proposers' conference/site visit will be held at Bellevue Hospital Center, First Avenue and 27th Street, Room ME1, on May 14th, 2009, at 1:00 P.M., and Metropolitan Hospital, 1901 First Avenue, Room 1B36, on May 12, 2009, at 10:00 A.M. The conferences will be held to answer any questions concerning the items in the RFP or questions developed as a result of site visits. All interested Proposers must attend this conference in order for their proposals to be considered.

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

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**CORROSION REMOVAL/PREVENTION ON ABSORPTION UNIT** – Sole Source – Available only from a single source - PIN# 231-09-124 – DUE 04-20-09 AT 10:00 A.M. – The North Brooklyn Health Network intends to enter into a sole source service contract for a corrosion removal/prevention on absorbent unit using Enecon Ceram Alloy CL plus AC and Ceram Alloy CP plus AP with Enecon Northeast A.P.S., 58 Florida Street, Farmingdale, NY 11735.

Any other supplier who is capable of providing this service for the North Brooklyn Health Network may express their interest in doing so by writing to Akihiko Hirao, Buyer, 100 North Portland Avenue, Rm C-32, Brooklyn, NY 11205 or akihiko.hirao@woodhullhc.nychhc.org

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.  
North Brooklyn Health Network, 100 North Portland Avenue, Rm. C-32, Brooklyn, NY 11205.  
Akihiko Hirao (718) 260-7684,  
akihiko.hirao@woodhullhc.nychhc.org

a13-17

**RE-INSTALLATION OF LRS SOFTWARE AND TRAINING** – Sole Source – Available only from a single source - PIN# 231-09-123 – DUE 04-20-09 AT 11:00 A.M. – The North Brooklyn Health Network intends to enter into a sole source contract for re-installation of LRS Software and training for Anyqueue, PageSorter and Web Connect latest version with Siemens Medical Solution USA, Inc. Two Penn Plaza, Suite 1900, New York, NY 10121.

Any other supplier who is capable of providing this service for the North Brooklyn Health Network may express their interest in doing so by writing to Deborah Royster, Procurement Analyst, 100 North Portland Avenue, Rm C-32, Brooklyn, NY 11205 or Roysterd@nychhc.org on or before 10:30 A.M. on April 20, 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.  
North Brooklyn Health Network, 100 North Portland Avenue, Rm. C-32, Brooklyn, NY 11205.  
Deborah Royster (718) 260-7694,  
Deborah.Royster@woodhullhc.nychhc.org

a13-17

**ENTRANCE AWNING** – Competitive Sealed Bids – PIN# 000041209035 – DUE 04-30-09

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.  
Coler-Goldwater Memorial Hospital, 1 Main Street, Roosevelt Island, New York, NY 10044. Starr Kollore (212) 318-4260,  
starr.kollore@nychhc.org

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#### Services (Other Than Human Services)

**RFP FOR RADIOLOGY BENEFIT MANAGEMENT SERVICES** – Request for Proposals – PIN# 100912R058 – DUE 05-15-09 AT 4:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
MetroPlus Health Plan, 160 Water Street, 3rd Floor  
New York, NY 10038. Kathleen Nolan (212) 908-8730  
nolank@nychhc.org

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#### MATERIALS MANAGEMENT

##### SOLICITATIONS

#### Goods & Services

**OEM, PARTS FOR LAVATEC EQUIPMENT** – Other – PIN# 0290051 – DUE 04-21-09 AT 11:00 A.M. – OEM, parts for the following Lavatec equipment: LT50-15CT washer; TT756 Steam dryer; LP571 Press; and Passat 253 Steam dryer.

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 Hospitals Corporation, 346 Broadway  
5th Floor, Room 516, New York, NY 10013.  
Jeannette Torres (212) 442-3867, jeannette.torres@nychhc.org

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#### Human/Client Service

**ON-SITE PAYROLL CHECK CASHING SERVICES** – Competitive Sealed Bids – PIN# 029-0048 – DUE 04-29-09 AT 10:00 A.M.

● **ELECTRONIC BACKGROUND CHECK INVESTIGATION** – Competitive Sealed Bids – PIN# 029-0049 – DUE 04-30-09 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.

Health and Hospitals Corporation, 346 Broadway, 5th Floor, Room 516, New York, NY 10013-3990.  
Dorothy Henry (212) 442-3892, Dorothy.Henry@nychhc.org

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## HEALTH AND MENTAL HYGIENE

### AGENCY CHIEF CONTRACTING OFFICER

#### AWARDS

#### Human/Client Service

**INFANT MORTALITY REDUCTION INITIATIVE** – BP/City Council Discretionary – PIN# 09FN047101R0X00 – AMT: \$184,500.00 – TO: Caribbean Women's Health Association, Inc., 21 Snyder Avenue, Brooklyn, NY 11226.

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## HOMELESS SERVICES

### 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 BROOKLYN / STATEN ISLAND DEVELOPMENTS** – Competitive Sealed Bids – PIN# EL9003990 – DUE 04-27-09 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

a13-17

**ELECTRICAL UPGRADE AT WOODSON HOUSES** – Competitive Sealed Bids – PIN# EL7021164 – DUE 04-20-09 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

a7-13

## HOUSING PRESERVATION & DEVELOPMENT

### DIVISION OF MAINTENANCE

#### AWARDS

#### Construction/Construction Services

**EMERGENCY DEMOLITION OF ONE BUILDING** – Emergency Purchase – Available only from a single source - PIN# 806099701921 – AMT: \$62,000.00 – TO: N.B.I. Equipment Corp., 7302 Avenue W.

a13

## PARKS AND RECREATION

### CONTRACT ADMINISTRATION

#### SOLICITATIONS

#### Construction/Construction Services

**RECONSTRUCTION OF PAVEMENTS AND GENERAL SITE WORK** – Competitive Sealed Bids – PIN# 8462009X000C11 – DUE 05-12-09 AT 10:30 A.M. – In various location, The Bronx, known as Contract #XG-1109M. Vendor Source ID#: 59254.  
● **CONSTRUCTION OF A COMFORT STATION IN SCHMUL PARK** – Competitive Sealed Bids – PIN# 8462009R045C02 – DUE 05-12-09 AT 10:30 A.M. - Staten Island, known as Contract #R045-208M. Vendor Source ID#: 59255.  
● **RECONSTRUCTION OF THE OUTFIELD AND ADJACENT SITE WORK AT SEAN HEALY BALLFIELD** – Competitive Sealed Bids – PIN# 8462009X092C02 – DUE 05-12-09 AT 10:30 A.M. - In Van Cortlandt Park, The Bronx, known as Contract #X092-109M. Vendor Source ID#: 59256.

These procurements are 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.

a13

**REMOVAL OF INVASIVE TREES SPECIES AND REFORESTATION OF A PORTION OF PRALLS ISLAND** – Competitive Sealed Bids – PIN# 8462009R122C01 – DUE 05-05-09 AT 10:30 A.M. – Staten Island, known as Contract #R122-109M. Vendor Source ID#: 59257.

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.

a13

## 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-sie 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

## DEVELOPMENT AND OPERATIONS OF A SPORTS FACILITY AND FOOD SERVICE FACILITY

Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# X344-SB-IS-IT – DUE 07-08-09 AT 3:00 P.M. – At Mill Pond Park in the Bronx. Parks will hold a proposer meeting on Thursday, May 21, 2009 at 11:00 A.M. on the 3rd Floor of the Arsenal in Central Park, which is located at 830 5th Ave. (at the intersections of 5th Ave. and E. 64th St.), New York, NY 10065.

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.  
Joel Metlen (212) 360-1397, joel.metlen@parks.nyc.gov

a8-21

**SCHOOL CONSTRUCTION AUTHORITY****CONTRACT ADMINISTRATION****SOLICITATIONS***Construction / Construction Services*

**PAVED AREAS - CONCRETE** – Competitive Sealed Bids – PIN# SCA09-12350D-1 – DUE 04-28-09 AT 10:30 A.M. – Prospect Heights HS (Brooklyn). Project Range: \$2,070,000.00 to \$2,175,000.00. 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. Kevantae Idlett (718) 472-8360  
kidlett@nycsca.org

a7-13

**REPAIR CAFETERIA FLOOR AND CEILING** – Competitive Sealed Bids – PIN# SCA09-10687D-1 – DUE 04-27-09 AT 3:00 P.M. – PS 104 (Brooklyn). \$2,950,000.00 to \$3,110,000.00. 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

a7-13

**VIDEO SURVEILLANCE CAMERA** – Competitive Sealed Bids – PIN# SCA09-12600D-1 – DUE 04-27-09 AT 12:00 P.M. – Seven (7) Various Schools (Bronx). Project Range: \$1,940,000.00 to \$2,041,000.00. 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

a7-13

**KITCHEN MODERNIZATION** – Competitive Sealed Bids – PIN# SCA09-11675 – DUE 04-30-09 AT 11:00 A.M. – East New York Family Academy (at K819) (Brooklyn). Project Range: \$1,260,000.00 to \$1,325,000.00. 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. Kevantae Idlett (718) 472-8360  
kidlett@nycsca.org

a8-14

**LOW VOLTAGE ELECTRICAL SYSTEMS** – Competitive Sealed Bids – PIN# SCA09-12294D-1 – DUE 04-27-09 AT 2:00 P.M. – IS 53 (Queens). Project Range: \$1,270,000.00 to \$1,340,000.00. 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. Anthony Largie (718) 752-5842  
alargie@nycsca.org

a7-13

**EXTERIOR MASONRY/WINDOWS** – Competitive Sealed Bids – PIN# SCA09-12300D-1 – DUE 04-28-09 AT 12:00 P.M. – PS 207 (Queens). Project Range: \$3,620,000.00 to \$3,815,000.00. 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

a8-14

**FLOORS** – Competitive Sealed Bids – PIN# SCA09-12381D-1 – DUE 04-28-09 AT 10:00 A.M. – PS 183 (Brooklyn). Project Range: \$2,150,000.00 to \$2,260,000.00. 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

a13-17

**PARAPETS/EXT. MAS/WINDOW/AUD. UPGD/ELEC SYS.** – Competitive Sealed Bids – PIN# SCA09-004462-1 – DUE 04-30-09 AT 11:30 A.M. – PS 118 (Queens). Project Range: \$3,530,000.00 to \$3,715,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order. 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. Rookmin Singh (718) 752-5843  
rsingh@nycsca.org

a13-17

**SCIENCE LAB UPGRADE** – Competitive Sealed Bids – PIN# SCA09-12093D-1 – DUE 04-28-09 AT 1:30 P.M. – Project Range: \$1,590,000.00 to \$1,672,000.00. NYC School Construction Authority, Plans Room Window, Room #1046. 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. Stacia Edwards (718) 752-5849  
sedwards@nycsca.org

a9-15

*Construction Related Services*

**EXTERIOR MASONRY** – Competitive Sealed Bids – PIN# SCA09-12132D-1 – DUE 04-29-09 AT 2:30 P.M. – Project Range: \$2,800,000.00 to \$2,950,000.00. NYC School Construction Authority, Plans Room Window, Room #1046, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York 11101. 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. Stacia Edwards (718) 752-5849  
sedwards@nycsca.org

a13-17

**BUREAU OF CONTRACTS AND SERVICES****SOLICITATIONS***Construction / Construction Services*

**AUDITORIUM AND STUDENT TOILET UPGRADE** – Competitive Sealed Bids – PIN# SCA09-12332D-1 – DUE 04-28-09 AT 11:30 A.M. – PS 209 (Brooklyn). Project Range: \$1,360,000.00 to \$1,430,000.00. Non-refundable bid document charge: \$100.00.

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  
First Floor, Long Island City, NY 11101.  
Ricardo Forde (718) 752-5288, rforde@nycsca.org

a8-14

**EXTERIOR MASONRY / ELECTRICAL SYSTEMS UPGRADE** – Competitive Sealed Bids – PIN# SCA09-004460-1 – DUE 04-29-09 AT 10:30 A.M. – PS 60 (Queens). Project Range: \$3,070,000.00 to \$3,240,000.00. 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

a9-15

**TRANSPORTATION****SOLICITATIONS***Services (Other Than Human Services)*

**CHILLERS SYSTEMS ST. GEORGE AND WHITEHALL FERRY** – Competitive Sealed Bids – PIN# 84108MBPT291 – DUE 05-12-09 AT 11:00 A.M. – Effective Monday, May 4, 2009 the Department of Transportation's Office of the Agency Chief Contracting Officer/Contract Management Unit and Bid Room will be located at 55 Water Street, Ground Floor, New York, NY 10041. Contract documents available during the hours of 9:00 A.M. - 3:00 P.M. ONLY. Chiller systems - preventive maintenance, service, repair and parts for the St. George and Whitehall Ferry Terminals. A pre-bid meeting (optional) will be held on Tuesday, April 28, 2009 at 10:00 A.M. at 1 Ferry Terminal Drive Conference Room, Staten Island, NY 10301. A deposit of \$50.00 in the form of a certified check or money order made payable to New York City Department of Transportation is required to obtain Contract Bid/Proposal Documents. NO CASH ACCEPTED. Refund will be made only for Contract Bid/Proposal Documents that are returned in its original condition within 10 days after bid opening. Any persons delivering bid documents must enter the building located on the South side of the Building facing the Vietnam Veterans Memorial. All visitors must go through the building's security screening process. Bidders should allow extra time and ensure that proper government issued photo identification (i.e. Drivers License, Passport, Identification card) is available upon request. Please ensure that your company's address, telephone and fax numbers are submitted by your company (or messenger service) when picking up contract documents. For additional information please contact Frank Nicolosi at (718) 876-4020. Vendor Source ID#: 58961.

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, Contract Management Unit  
Office of the Agency Chief Contracting Officer  
40 Worth Street, Room 824A, New York, NY 10013.  
Bid Window (212) 442-7565.

a13

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

**UNSUBSIDIZED BUS SERVICE IN BROOKLYN** – Request for Proposals – PIN# 84109BKAD415 – DUE 05-20-09 AT 2:00 P.M. – 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 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

a13-24

**AGENCY RULES****ENVIRONMENTAL CONTROL BOARD****NOTICE**

**NOTICE OF OPPORTUNITY TO COMMENT** on Proposed Rule regarding penalties for offenses adjudicated by the Environmental Control Board (ECB).

**NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED** in the Environmental Control Board (ECB) by Section 1049-a(c)(3) of the New York City Charter, and by 1049-a of the New York City Charter, and in accordance with Section 1043(b) of the Charter, that the Environmental Control Board proposes to amend subchapter G of Chapter 3 of Title 48 of the Rules of the City of New York, setting forth penalties for offenses adjudicated by the Environmental Control Board. New matter in the following rule is underlined, and deleted material is in brackets. This rule was not included in the Environmental Control Board's regulatory agenda because it was not anticipated at the time the agenda was created.

Written comments regarding the proposed rule may be sent to James Macron, Counsel to the Board, ECB, 66 John Street, 9th Floor, New York, N.Y. 10038, on or before May 14, 2009. A public hearing regarding the proposed rule will be held on May 14, 2009, at 5:00 P.M., at ECB, 66 John Street, 10th Floor, Conference Room, New York, N.Y. 10038. Persons seeking to testify are requested to notify James Macron, Counsel to the Board, ECB, 66 John Street, 9th Floor, New York, N.Y. 10038, (212) 361-1515 on or before May 14, 2009. Persons who need a sign language interpreter or other accommodation for a disability are asked to notify James Macron, Counsel to the Board, ECB, 66 John Street, 9th Floor, New York, N.Y. 10038, (212) 361-1515 by May 7, 2009. Persons interested in receiving written comments and a transcript of oral comments on the proposed rule may request them by writing to: James Macron, Counsel to the Board, ECB, 66 John Street, 9th Floor, New York, N.Y. 10038. Section 1. The Buildings Penalty Schedule, found in Section 3-103 of Subchapter G of Chapter 3 of Title 48 of the Rules of the City of New York, is amended to add two new entries within Buildings Penalty Schedule II. These new entries will be added immediately following the entry in Buildings Schedule II for 28-211.1, "Filed a certificate, form, application etc., containing a material false statement(s)," to read as follows:

New material is underlined.

Section of Law	Classification	Violation Description	Cure	Stipulation	Standard Penalty	Mitigated Penalty	Default Penalty	Aggravated Penalty	Aggravated Default Penalty	Aggravated Mitigated Penalty	Aggravated Maximum Penalty
28-216.12.1	CLASS 2	Failure to submit required report of condition assessment of retaining wall.	Yes	Yes	\$600	Yes	\$4,000	\$2,000	\$12,000	\$8,000	\$23,000
28-216.12.6	CLASS 1	Failure to immediately notify Department of Buildings of structural damage by fire or other cause as determined by the commissioner.	No	No	\$1,200	No	\$5,000	\$3,000	\$12,000	\$8,000	\$23,000

Section 2. The Buildings Penalty Schedule, found in Section 3-103 of Subchapter G of Chapter 3 of Title 48 of the Rules of the City of New York, is amended to add three new entries within Buildings Penalty Schedule II. These new entries will be added immediately following the entry in Buildings Penalty Schedule II for 28-303.7, "Failure to file a complete boiler inspection report," to read as follows:

New material is underlined.

Section of Law	Classification	Violation Description	Cure	Stipulation	Standard Penalty	Mitigated Penalty	Default Penalty	Aggravated Penalty	Aggravated Default Penalty	Aggravated Mitigated Penalty	Aggravated Maximum Penalty
28-305.4.4	CLASS 2	Failure to submit required report of condition assessment of retaining wall.	Yes	Yes	\$600	Yes	\$4,000	\$2,000	\$12,000	\$8,000	\$23,000
28-305.4.6	CLASS 1	Failure to immediately notify Department of Buildings of unsafe condition of retaining wall.	No	No	\$1,200	No	\$5,000	\$3,000	\$12,000	\$8,000	\$23,000
28-305.4.7.3	CLASS 2	Failure to file an amended condition assessment of retaining wall.	Yes	Yes	\$600	Yes	\$4,000	\$2,000	\$12,000	\$8,000	\$23,000

**Statement of Basis and Purpose of Proposed Rule**

The Environmental Control Board proposes various amendments to ECB's Buildings Penalty Schedule II, found in Section 3-103 of Subchapter G of Chapter 3 of Title 48 of the Rules of the City of New York. Specifically, the Board proposes: (1) adding two new charges pertaining to potentially compromised buildings and structures and (2) adding three new charges pertaining to retaining walls.

(1) The Board proposes the two new charges for potentially compromised buildings and structures in light of the

enactment of Local Law 33 of 2008, effective February 9, 2009. That law created a new class of potentially compromised buildings and structures and imposed notification and inspection requirements on owners of such buildings. The law added Section 28-216.12 to the NYC Administrative Code, which defines a potentially compromised building or structure as "a building or structure that has had an open roof for sixty days or longer, that has been shored and braced or repaired pursuant to an emergency declaration issued by the commissioner, that has been subject to a precept as a compromised structure under Article 216 of this code or that may have suffered structural damage by fire or other cause as determined by the commissioner."

Section 28-216.12.1 requires that the owner of such buildings or structures shall cause a structural inspection to be performed within 60 days from the date that such building becomes potentially compromised and file a report within 30 days thereafter, with details and provisions of periodic monitoring, as outlined by the commissioner.

The Board proposes to add two charges regarding compromised buildings to ECB's Buildings Penalty Schedule II to enforce the provisions of Local Law 33 of 2008. The Section 28-216.12.1 charge ("Failure to submit required report of inspection of potentially compromised buildings") will have a Class 2 (Major Violation) classification level and the Section 28-216.12.6 charge ("Failure to immediately notify Department that building or structure has become potentially compromised") will have a Class 1 ("Immediately Hazardous") classification level. DOB has already classified these two charges in a DOB proposed rule published in the City Record on February 5, 2009. The proposed DOB rule will amend the DOB rule already found in 1 RCNY 102-01, which sets out the classifications of all charges enforced by the Department of Buildings. As set forth in Section 28-201.1 of the NYC Administrative Code, it is within DOB's purview to determine the classification of all charges enforced by DOB.

(2) The Board proposes adding three new retaining wall charges to implement three new sections of law added to the Administrative Code by Local Law 37 of 2008, effective February 9, 2009, namely Sections 28-305.4, 28-305.4.6, and 28-305.4.7.3.

Section 28-305.4 includes provisions that detail requirements regarding the inspection, maintenance and repair of retaining walls. Owners of retaining walls with a height of ten feet or more and fronting a public right-of-way must comply with the requirements of Section 28-305.4. This section requires that after a condition assessment, which must be completed at least once every five years, is complete, a report of condition assessment shall be submitted to the Department of Buildings. According to this provision, "the report shall clearly document the condition of the retaining wall and shall include a record of all significant deterioration, potentially unsafe conditions of the wall or affecting the wall, and movement observed. The report must be certified by the registered design professional."

Section 28-305.4.6 requires that "[w]henver the registered design professional under whose supervision the inspection is performed learns of an unsafe condition through a condition assessment of a retaining wall, such person shall notify the owner and the department of such condition immediately by calling 311 and by written notification to the department."

Section 28-305.4.7.3 requires that the owner or the owner's agent "reinspect the retaining wall and file an amended report within two weeks after the repairs have been completed certifying that the unsafe conditions of the retaining wall have been corrected."

Unmaintained retaining walls can constitute a serious threat to public safety. The Board proposes to add these three retaining wall charges to ECB's Buildings Penalty Schedule II to enforce the provisions of Local Law 37 of 2008.

The Section 28-305.4.4 charge ("Failure to submit required report of condition assessment of retaining wall") and the Section 28-305.4.7.3 charge ("Failure to file an amended condition assessment acceptable to this Department indicating correction of unsafe conditions") will have a Class 2 ("Major") level. The Section 28-305.4.6 charge ("Failure to immediately notify Department of unsafe condition observed during condition assessment of retaining wall") will have a Class 1 ("Immediately Hazardous") level. DOB has already classified these two charges in a DOB proposed rule published in the City Record on February 5, 2009. The proposed DOB rule will amend the DOB rule already found in 1 RCNY 102-01, which sets out the classifications of all charges enforced by the Department of Buildings. As set forth in Section 28-201.1 of the NYC Administrative Code, it is within DOB's purview to determine the classification of all charges enforced by DOB.



**COMPTROLLER**

NOTICE

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre St., Rm. 629, New York, NY 10007 on April 21, 2009, to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
9	3544	25
10,10A	3544	43
12	3545	41
21,21A	3550	15
22,22A	3551	P/O 116
23,23A	3551	115
24,24A	3551	113
25,25A	3551	112
26	3551	14
37	3551	8
29	3551	56
30	3551	53

Acquired in the proceeding, entitled: New Creek Bluebelt, Phase 3 subject to any liens and encumbrances of record on

such property. The amount advanced shall cease to bear interest on the specified date above.

William C. Thompson, Jr.  
Comptroller

a7-21

**HOUSING PRESERVATION & DEVELOPMENT**

NOTICE

**OFFICE OF PRESERVATION SERVICES  
CERTIFICATION OF NO HARASSMENT UNIT**

**REQUEST FOR COMMENT ON APPLICATION FOR  
CERTIFICATION OF NO HARASSMENT PURSUANT  
TO LOCAL LAW 19 OF 1983**

DATE OF NOTICE: April 8, 2009

TO: OCCUPANTS, FORMER OCCUPANTS AND OTHER INTERESTED PARTIES OF

Address	Application #	Inquiry Period
88 Lafayette Avenue, Brooklyn	24/09	March 30, 2006 to Present
142 1st Avenue, Manhattan	25/09	March 31, 2006 to Present

The Department of Housing Preservation and Development has received an application for a certification that during the inquiry period noted for the premises above, that no harassment has occurred at such premises in the form of threats, use of physical force, deprivation of essential services such as heat, water, gas or electric, or by any other conduct intended to cause persons to vacate the premises or waive rights related to their occupancy. Upon the issuance of a Certification, an owner can legally convert the premises to non-single room occupancy use.

Comments as to whether harassment has occurred at the premises should be submitted to the Anti-Harassment Unit, 100 Gold Street, 3rd Floor, New York, NY 10038, by letter postmarked not later than 30 days from the date of this notice or by an in-person statement made within the same period. To schedule an appointment for an in-person statement call (212) 863-8272.

a8-16

**LABOR RELATIONS**

NOTICE

**2007-2009 PHARMACISTS AND DIETICIANS**

**AGREEMENT** entered into this 10th 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 and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the "Employer"), and 1199 SEIU United Healthcare Workers East (hereinafter referred to as the "Union"), for the twenty-five month from July 5, 2007 to August 4, 2009.

**WITNESSETH:**

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

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

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

**Section 1.**

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

Associate Pharmacist (Level I)	985110
(Level II)	985120
(Level III)	985130
(Level IV)	985140
Associate Pharmacist (HMH)	50673
Associate Supervising Dietician* (Level A)	962310
(Level B)	962320
Chief Dietician*	50370, 503700
Clinical Dietetic Technician	966610
Dietician*	50310
Dietician (Level I)	503100
(Level II)	503350
(Level III)	962310
(Level IV)	962320
Head Dietician*	50335, 503350
Health Systems Pharmacist (Level I)	930010
(Level II)	930020
(Level III)	930030
Pharmacist	50610
Pharmacist Intern	002410
Poison Information Specialist (DOH)	06663
Principal Chief Dietician*	50373
Principal Pharmacist	50660
Senior Associate Pharmacist* (Level A)	962210
(Level B)	962220
(Level C)	962230
(Level D)	962240
Senior Chief Dietician*	50372
Senior Pharmacist	50635
Supervising Pharmacist	50650

\*to be deleted when vacant

**Section 2.**

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

**ARTICLE II - DUES CHECKOFF**

**Section 1.**

**a.** The Union shall have the exclusive right to the check-off and transmittal of dues on behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Check-off of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

**b.** Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

**Section 2.**

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

**ARTICLE III - SALARIES**

**Section 1.**

**(a)** This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

**(b)** Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours for employees in the Dietician title series and 37.5 hours for employees in the Pharmacist title series. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

**(c)** Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

- Per diem rate - 1/261 of the appropriate minimum basic salary.
- Hourly Rate - 35 hour week basis - 1/1827 of the appropriate minimum basic salary.
- 37.5 hour week basis - 1/1957.5 of the appropriate minimum basic salary.

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

**Section 2.**

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

**a. Salaries effective August 5, 2007:**

TITLES	Hiring* Minimum	Incumbent Minimum	Maximum
Associate Pharmacist #			
Associate Pharmacist (HMH)			
Level I	\$55,467	\$59,439	\$65,806
Level II	\$60,422	\$64,750	\$70,941
Level III	\$65,387	\$70,070	\$77,079
Level IV	\$70,782	\$75,850	\$82,862
Chief Dietician ###	\$44,133	\$47,295	\$53,487
Clinical Dietetic Technician #	\$33,144	\$35,517	\$40,806
Dietician ***, # Level I	\$36,364	\$38,965	\$42,583
Level II	\$40,781	\$43,701	\$48,412
Level III	\$44,133	\$47,295	\$53,487
Level IV	\$48,996	\$52,502	\$62,170
Head Dietician #####	\$40,781	\$43,701	\$48,412
Health System Pharmacist##			
Level I	See footnote	\$86,700	\$127,500
Level II	See footnote	\$91,800	\$147,900
Level III	See footnote	\$96,900	\$163,200
Pharmacist (50610)**	\$52,853	\$56,642	\$58,161
Pharmacist Intern	\$36,820	\$39,458	\$43,161
Poison Information Specialist (DOH) ##			
Level I	See footnote	\$60,951	\$69,454
Level II	See footnote	\$65,202	\$73,707
Level III	See footnote	\$72,290	\$80,795
Level IV	See footnote	\$75,125	\$83,631
Principal Chief Dietician #####	\$48,996	\$52,502	\$62,170
Principal Pharmacist **	\$65,387	\$70,070	\$77,079
Senior Associate Pharmacist			
Level A###	\$55,467	\$59,439	\$65,806

Level B ###	\$60,422	\$64,750	\$70,941
Level C ###	\$65,387	\$70,070	\$77,079
Level D ###	\$70,782	\$75,850	\$82,862
Senior Chief Dietician #####	\$47,326	\$50,715	\$58,306
Senior Pharmacist **	\$55,467	\$59,439	\$65,806
Supervising Pharmacist **	\$60,422	\$64,750	\$70,941

**NOTE:**

- \* See Article III, Section 4 (New Hires)
- \*\* Each appointment to this position above the August 5, 2007 minimum will be handled on a case by case basis.
- \*\*\* Employees in the title Dietician shall be paid \$1,000 above the appropriate minimum salary after one year of service in accordance with the above rates.
- # Each appointment to this position above the August 5, 2007 minimum will be handled on a case by case basis. (For HHC employees only)
- ## Footnote (\*) is not applicable.
- ### For present permanent incumbents only.
- #### To be deleted when vacant.

**b. Salaries effective February 5, 2008:**

TITLE	Hiring	Incumbent	Maximum
Associate Pharmacist #			
Associate Pharmacist (HMH)			
Level I	\$58,240	\$62,411	\$69,096
Level II	\$63,443	\$67,988	\$74,488
Level III	\$68,656	\$73,574	\$80,933
Level IV	\$74,321	\$79,643	\$87,005
Chief Dietician #####	\$46,340	\$49,660	\$56,161
Clinical Dietetic Technician #	\$34,801	\$37,293	\$42,846
Dietician ***, # Level I	\$38,182	\$40,913	\$44,712
Level II	\$42,820	\$45,886	\$50,833
Level III	\$46,340	\$49,660	\$56,161
Level IV	\$51,446	\$55,127	\$65,279
Head Dietician #####	\$42,820	\$45,886	\$50,833
Health System Pharmacist ##			
Level I	See footnote	\$91,035	\$133,875
Level II	See footnote	\$96,390	\$155,295
Level III	See footnote	\$101,745	\$171,360
Pharmacist (50610)**	\$55,496	\$59,474	\$61,069
Pharmacist (50610)***, #####	\$55,496	\$59,474	\$61,069
Pharmacist Intern	\$38,661	\$41,431	\$45,319
Poison Information Specialist (DOH) ##			
Level I	See footnote	\$63,999	\$72,927
Level II	See footnote	\$68,462	\$77,392
Level III	See footnote	\$75,905	\$84,835
Level IV	See footnote	\$78,881	\$87,813
Principal Chief Dietician#####	\$51,446	\$55,127	\$65,279
Principal Pharmacist**	\$68,656	\$73,574	\$80,933
Senior Associate Pharmacist			
Level A ###	\$58,240	\$62,411	\$69,096
Level B ###	\$63,443	\$67,988	\$74,488
Level C ###	\$68,656	\$73,574	\$80,933
Level D ###	\$74,321	\$79,643	\$87,005
Senior Chief Dietician #####	\$49,692	\$53,251	\$61,221
Senior Pharmacist **	\$58,240	\$62,411	\$69,096
Supervising Pharmacist **	\$63,443	\$67,988	\$74,488

**NOTE:**

- \* See Article III, Section 4 (New Hires)
- \*\* Each appointment to this position above the above the February 5, 2008 minimum will be handled on a case by case basis.
- \*\*\* Employees in the title Dietician shall be paid \$1,000 above the appropriate minimum salary after one year of service in accordance with the above rates.
- # Each appointment to this position above the February 5, 2008 minimum will be handled on a case by case basis. (For HHC employees only)
- ## Footnote (\*) is not applicable.
- ### For present permanent incumbents only.
- #### To be deleted when vacant.

**Section 3. General Wage Increase.**

- a.** The general increases, effective as indicated, shall be:
  - i.** Effective August 5, 2007, Employees shall receive a general increase of 2 percent.
  - ii.** Effective February 5, 2008 Employees shall receive an additional general increase of 5 percent.
  - iii.** Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(a)(i) on the basis of computations heretofore utilized by the parties for all such Employees.
- b.** The increases provided for in Section 3(a) above shall be calculated as follows:
  - i.** The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 4, 2007.
  - ii.** The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on February 4, 2008
- c.** **i.** The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates," minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.

**ii.** The general increases provided for in this Section 3 shall not be applied to the following "additions to gross": uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

**Section 4. New Hires.**

**a.** For the purposes of Sections 4(b) employees 1) who were in active pay status before July 5, 2007, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in Section 2 of this Article III:

- i.** Employees who return to active status from an approved leave of absence.
- ii.** Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
- iii.** Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
- iv.** Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
- v.** Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
- vi.** Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
- vii.** A provisional employee who is appointed directly from one provisional appointment to another.
- viii.** For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

**b.** Any employee hired on or after July 5, 2007 and appointed at a reduced hiring rate pursuant to the 2007-2009 Microbiologists Unit Agreement, shall be paid the applicable minimum "hiring rate" set forth in Section 2. On the one year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such one year anniversary as set forth in Section 2 of this Article III.

**c. i.** For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.

**ii.** Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

**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 Section 4.

**Section 5.**

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

**Section 6.**

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

**Section 7. Advancement Increase**

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Rules and Regulations of the New York City Personnel Director or, where the Rules and Regulations of the New York City

Personnel Director are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

Title	
Associate Pharmacist Level I	\$1,006
Associate Supervising Dietician	\$ 926
Dietician Level II	\$ 807
Dietician Level III	\$ 926
Principal Chief Dietician	\$1,048
Chief Dietician	\$ 926
Head Dietician	\$ 807
Principal Pharmacist	\$1,249
Senior Associate Pharmacist Level A	\$ 1,006
Senior Chief Dietician	\$ 968
Senior Pharmacist	\$ 1,006
Supervising Pharmacist	\$ 1,088

#### Section 8. Level Increase

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

Title	
Associate Supervising Dietician Level B	\$ 925
Associate Pharmacist Level II	\$ 1,088
Associate Pharmacist Level III	\$ 1,250
Associate Pharmacist Level IV	\$ 4,808
Dietician Level II	\$ 807
Dietician Level III	\$ 926
Dietician Level IV	\$1,048
Senior Associate Pharmacist Level B	\$1,088
Senior Associate Pharmacist Level C	\$1,250
Senior Associate Pharmacist Level D	\$4,808

#### Section 9. Longevity Differential – Health System Pharmacists Level I

- a. The longevity differential does not become part of the basic salary rate; **however, it shall become pensionable immediately.** Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

##### Effective July 5, 2007

After 3 years of Service	\$1,000
After 5 years of Service	\$2,000
(An additional \$1,000)	
After 10 years of Service	\$3,000
(An additional \$1,000)	

Employees in the above title shall also be entitled to the 1 and 15-year longevity increment described in Article III, Section 12 and 15.

- b. Effective February 5, 2008, the longevity differential does not become part of the basic salary rate and **shall not be pensionable until the employee has received it for two years.** Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

##### Effective February 5, 2008

After 3 years of Service	\$1,570
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Employees in the above title shall also be entitled to the 1, 3, 5, 10 and 15-year longevity increment described in Article III, Section 9(a), 12 and 15.

#### Section 10. Longevity Differential - Health System Pharmacists Level II/III

The longevity differential does not become part of the basic salary rate and shall not be pensionable until the employee has received it for two years. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

##### Effective February 5, 2008

After 3 years of Service	\$3,000
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Employees in the above title shall also be entitled to the 1 and 15-year longevity increment described in Article III, Section 12 and 15.

#### Section 11. Longevity Differential - Mayoral Pharmacists and Poison Information Specialists

The longevity differential does not become part of the basic salary rate and shall not be pensionable until the employee has received it for two years. Service eligibility is related to

the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

##### Effective February 5, 2008

After 3 years of Service	\$2,570
After 5 years of Service	\$3,570
(an additional \$1,000)	
After 10 years of Service	\$4,570
(an additional \$1,000)	

Employees in the above title shall also be entitled to the 1 and 15-year longevity increment described in Article III, Section 12 and 15.

#### Section 12. Longevity Increment - Pharmacist Occupational Group and Poison Information Specialists

- a. Employees with 15 years or more of "City" service in pay shall receive a longevity increment of \$500 per annum.
- b. The rules for eligibility for the longevity increment described in subsection 12a shall be set forth in Appendix A to this Agreement and are incorporated by reference herein.

#### Section 13. Longevity Differential - Dietitian Occupational Group

The longevity differential does not become part of the basic salary rate and shall not be pensionable until the employee has received it for two years. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

##### Effective February 5, 2008

After 5 years of Service	\$500
After 10 years of Service	\$1,000
(an additional \$500)	
After 15 years of Service	\$1,500
(an additional \$500)	
After 20 years of Service	\$2,000
(an additional \$500)	

Employees in the above title shall also be entitled to the 1 and 15-year longevity increment described in Article III, Section 14 and 15.

#### Section 14. Longevity Increment - Dietitian Occupational Group

- a. Employees with 15 years or more of "City" service in pay status shall receive a longevity increment of \$625 per annum.
- b. The rules for eligibility for the longevity increment described in subsection 14a are set forth in Appendix A to this Agreement and are incorporated by reference herein.

#### Section 15. One Year Longevity Increment

- a. Pursuant to the agreement of the parties on the disbursement of "Equity" monies and funds available for "additions to gross," employees with one year of service in either the Pharmacist or Dietician occupational group with the exception of employees in the Poison Information Specialist title shall be eligible for shall receive a longevity increment \$272 per annum.
- b. The one year longevity increment does not become part of the basic salary rate, however it shall become pensionable immediately. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity increment shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.
- c. Employees in the title Poison Information Specialist with one year of service in the Pharmacist Occupational Group shall be eligible for this One Year Longevity Increment on March 1, 2000.

#### Section 16. Dieticians Service Increment - Department of Correction

Employees in the titles Dietician, Head Dietician and Chief Dietician who are assigned to a kitchen or other food service function in the Department of Correction shall continue to receive service increments as follows:

##### Service Increment

After 5 years of service	\$360
After 7 years of service	\$482
(An additional)	(\$122)
After 10 years of service	\$722
(An additional)	(\$240)

The service increment becomes part of each eligible employee's basic rate. Service eligibility is related to length of City service in the appropriate occupational group. In the future for new qualifiers, the increment is effective on the January 1, April 1, July 1, or October 1 subsequent to the employee's anniversary date. The service increment is not pensionable until the employee has received it for two years.

#### Section 17. Assignment Differentials

##### A. Pharmacists In-Charge

A pro-rated annual differential in the amount specified below shall continue to be provided for the Senior Associate Pharmacist Level A, Associate Pharmacist Level I and the Senior Pharmacist at Goldwater Hospital during such period as such employee is designated in-charge of the hospital pharmacy:

Annual Amount
\$842

#### B. Pharmacists - Department of Correction

A pro-rated annual differential in the amount specified below shall continue to be provided for each employee in the Pharmacist Occupational Group regularly assigned on a continuing basis to a Department of Correction prison facility:

Annual Amount
\$1,010

#### C. Dieticians - Department of Correction

- (1) Except as provided below in subsection C(3) below, a pro-rated annual differential in the amount specified below shall continue to be provided for each incumbent in the Dietician Occupational Group regularly assigned on a continuing basis to the performance of duties in a Department of Correction prison facility:

Annual Amount
\$1,010

- (2) A pro-rated annual differential in the amount stated below shall be paid to each employee in the titles set forth below regularly assigned on a continuing basis to work in a kitchen or other food service function in the Department of Correction:

##### Eligible Title

Dietician Level I	\$1,886
Chief Dietician	\$2,514
Dietitian Level II-IV	\$2,514
Head Dietician	\$2,514

- (3) In no event, shall an employee in the Dietician Occupational Group receive more than one assignment differential provided in this Section 17C.

#### D. Dieticians - Educational Differential

A differential in the pro-rated annual amount listed below shall continue to be provided for each incumbent in the Dietician Occupational Group with a Master's degree in an appropriate field of study.

7/5/07	2/5/08
\$489	\$500

#### E. Dieticians - Registration Differential

- a. A differential in the pro-rated annual amount listed below shall be paid to each employee in the Dietician Occupational Group who is recognized as a Registered Dietician by the American Dietetic Association.

7/5/07	2/5/08
\$541	\$1,000

- b. Effective 2/5/08 a differential in the pro-rated annual amount of \$750 shall be paid to each employee in the title Clinical Dietetic Technician who is recognized as a Dietetic Technician, Registered (DTR) by the American Dietetic Association.

#### F. Dieticians - Certification Differential

A differential in the pro-rated annual amount listed below shall be paid to each employee in the Dietician Occupational Group who is recognized as a Certified Dietician by the New York State Department of Education.

7/5/07	2/5/08
\$541	\$1,000

#### G. DOHMH Pharmacist Differential

Effective February 5, 2008, a differential in the pro-rated annual amount of \$2,355 per annum shall be paid to each pharmacist and Poison Information Specialist working in the Department of Health & Mental Hygiene.

#### Section 18. Pharmacists Week-end and Evening Pharmacy Schedule

Except for those employees hired on or after September 1, 1983, employees in the Pharmacist Occupational Group may not be requested to work more than one evening per week and one weekend day per month within their regular five-day, 37.5-hour week. Such assignments shall be scheduled on a fair and equitable basis among those employed in each institution where such assignments are required. Each institution shall post schedules not less than two weeks in advance. Forty-eight hours' notice shall be given to an employee if a change in tours is required.

#### Section 19. Pharmacists - Tuition Reimbursement

Reimbursement for tuition shall continue to be granted upon satisfactory completion of courses or workshops approved by the Executive Director of the institution for pharmacy, hospital administration and courses in related fields to employees in the Pharmacist Occupational Group who have completed one or more years of service in a sum not to exceed \$1,000 per annum. Effective March 1, 2000, this sum shall not exceed \$1,500 per annum.

#### Section 20. Training and Upgrading Fund

The City will continue to contribute the annual amount of \$67,025 to 1199SEIU Training & Upgrading Fund. Effective 2/5/08, the City will contribute the annual amount of \$75,000. This payment shall be used only for the purpose of providing training, upgrading and related projects for employees of the City and/or Health and Hospital Corporation who are covered by this contract.

#### Section 21. Dieticians - Tuition Reimbursement

Reimbursement for tuition in a sum not to exceed \$600 per annum shall continue to be granted, upon satisfactory completion by the employee of courses in dietetics and related



subjects approved by the agency head, to each incumbent in the Dietician Occupational Group.

### Section 22. Dieticians - Uniform Allowance

A uniform allowance in the pro-rated annual amount specified below shall continue to be provided for each incumbent in the Dietician Occupational Group who is required to wear a uniform which is not otherwise provided by the City:

<u>7/5/07</u>	<u>2/5/08</u>
\$459	\$500

## ARTICLE IV - WELFARE FUND

### Section 1.

(a) In accordance with the election by the Union pursuant to the provisions of Article XIII of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or its successor Agreement(s), the Welfare Fund provisions of that Citywide Agreement as amended or any successor(s) thereto shall apply to employees covered by this Agreement.

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

### Section 2.

The Unions agree to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

### Section 3.

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

## ARTICLE V - PRODUCTIVITY AND PERFORMANCE

### Introduction

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

### Section 1 - Performance Levels

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

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

### Section 3. Performance Compensation

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

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

## ARTICLE VI - GRIEVANCE PROCEDURE

### Section 1. - Definition:

The term "Grievance" shall mean:

a. A dispute concerning the application or interpretation of the terms of this Agreement;

- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, *written* policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving Title 59, Appendix A of the Rules of the City Of New York (City Personnel Director Rules) or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against a provisional employee who has served continuously for two years in the same or similar title or related occupational group in the same agency.
- h. A claimed wrongful disciplinary action taken against a non-competitive employee as defined in Section 7 of this Article VI.

### Section 2.

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

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the Employees may present the grievance at **STEP I**. All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the **STEP I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in **STEP I** below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

**STEP I** The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted. 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.

*The following STEP I(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1(a) through 1(c) of this Article and shall be applied prior to Step II of this Section:*

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

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

the date on which the appeal was filed.

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

**STEP IV** An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

### Section 3.

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

### Section 4.

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

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

### Section 5

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

**STEP A** Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference. If the Employee is satisfied with the determination in **STEP A** above, the Employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. 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 or the Rules and Regulations of the Health and Hospitals Corporation.

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

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

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

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

#### **Section 6.**

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

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

**STEP B(i)** If the Employee is not satisfied with the determination at **STEP A** above, then the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through **STEP III**. The Union, with the consent of the Employee, shall have the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. The period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

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

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

**STEP D** If the grievant is not satisfied with the determination of the Commissioner of Labor

Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in **STEP IV** of the Grievance Procedure set forth in this Agreement.

#### **Section 7.**

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

The provisions contained in this Section shall not apply to any of the following categories of employees covered by this contract:

- a. Per diem employees
- b. Temporary employees
- c. Probationary employees
- d. Trainees and provisional employees
- e. Non-competitive employees with less than twelve (12) months of service in the title
- f. Competitive class employees.

**Step I(n)** - Following the service of written charges upon an employee, a conference with such employee shall be held with respect to such charges by a person designated by the agency head to review such charges. 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.

**Step II(n)** - If the employee is not satisfied with the decision in Step I above, he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth in Article VI, Section 2.

#### **Section 8.**

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

#### **Section 9.**

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

#### **Section 10.**

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

#### **Section 11.**

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 12.**

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 13.**

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

#### **Section 14.**

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 15. Expedited Arbitration Procedure.**

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

#### **i. SELECTION AND SCHEDULING OF CASES:**

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 15 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

#### **ii. CONDUCT OF HEARINGS:**

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

#### **ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES**

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

#### **ARTICLE VIII - NO STRIKES**

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

#### **ARTICLE IX - CITYWIDE ISSUES**

##### **Section 1.**

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

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

##### **Section 2.**

Pursuant to Article V section 23 of the 1985-87 Citywide Agreement the parties have agreed that it is impracticable to recruit for the titles in the Pharmacist Occupational Group and the Dietician Occupational Group. The City has applied

for and received a variation of Article V section 1(b) of the 1985-87 Citywide Agreement. The annual leave allowance for employees covered by this agreement shall accrue as follows:

Years in Service	Monthly Accrual	Annual Leave Allowance*
At the beginning of the 1st year	1 2/3 days	20 days (four weeks)
At the beginning of the 8th year	2 days plus 1 additional day at the end of the leave year	25 work days (five weeks)
At the beginning of the 15th year	2 1/4 days per month	27 work days (five weeks and two days)

\*Total after one full year at monthly accrual rate.

**ARTICLE X - UNION ACTIVITY**

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

**ARTICLE XI - LABOR-MANAGEMENT COMMITTEE**

**Section 1.** The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty employees covered by this Agreement.

**Section 2.** Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

**Section 3.** Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairpersonship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

**Section 4.** The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

**ARTICLE XII - FINANCIAL EMERGENCY ACT**

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

**ARTICLE XIII - APPENDICES**

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

**ARTICLE XIV - SAVINGS CLAUSE**

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

**ARTICLE XV - CONTRACTING-OUT CLAUSE**

The problem of "contracting out" or "farming out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XI of this Agreement.

**WHEREFORE**, we have hereunto set our hands and seals this 10th day of March, 2009.

CITY OF NEW YORK AND RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN

1199SEIU UNITED HEALTH CARE WORKERS

BY: /s/ JAMES F. HANLEY  
Commissioner of Labor Relations

BY: /s/ GEORGE GRESHAM  
President

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

BY: /s/ FRANK J. CIRILLO  
Senior Vice President

APPROVED AS TO FORM:

BY: /s/ PAUL T. REPHEN  
ACTING CORPORATION COUNSEL

SUBMITTED TO THE FINANCIAL CONTROL BOARD

DATE: \_\_\_\_\_

**UNIT: PHARMACISTS AND DIETICIANS**  
**TERM: July 5, 2007 to August 5, 2009**

**APPENDIX A**

Appendix A to 2007-2009 Pharmacists & Dieticians Agreement  
Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees

for the longevity increments provided for in Article III, Sections 12 and 14 of the 2007-2009 Pharmacists & Dieticians Agreement:

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

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.
- Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$500/\$625 longevity increment, the \$500/\$625, shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
- The \$500/\$625 longevity increment shall not become pensionable until 15 months after the Employee becomes eligible to receive such payment. However, the \$500/\$625 longevity increment shall not be increased by the percentage increases in Article III, Section 3a of the 2007-2009 separate unit agreement.

◀ a13

**2007-2009 LICENSED PRACTICAL NURSE**

**AGREEMENT** entered into this 10th 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 and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the "Employer"), and 1199 S.E.I.U. United Health Care Workers East (hereinafter referred to as the "Union"), for the twenty-five month period from July 5, 2007 through August 4, 2009.

**WITNESSETH :**

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

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

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

**Section 1.** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title, and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the title listed below:

Licensed Practical Nurse 50902, 003150  
Licensed Practical Nurse (Dept. Aging) 06041

**Section 2.** The terms "employee" and "employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

**ARTICLE II - DUES CHECKOFF**

**Section 1.**  
a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's

Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

**Section 2.** The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

**ARTICLE III - SALARIES**

**Section 1.** This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours (37.5 hours in the Health and Hospitals Corporation). An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

c. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate	-	1/261 of the appropriate minimum basic salary
Hourly Rate	-	40 hour week basis - 1/2088 of the appropriate minimum basic salary.
		37.5 hour week basis - 1/1957.5 of the appropriate minimum basic salary.

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

**Section 2.**  
a. Employees in the following title(s) shall be subject to the following specified salary(ies), salary adjustment(s), and/or salary range(s):

EFFECTIVE DATE:	SALARY RANGES			
	August 5, 2007		February 5, 2008	
TITLE	Min.	Max.	Min.	Max.
Licensed Practical Nurse	\$33,716	\$38,386	\$35,402	\$40,305
Licensed Practical Nurse (DFTA)				

Per Diem Rates		
Effective Date	Day	Evening & Night
8/5/07	\$142	\$155
2/5/08	\$149	\$163

b. **GRADUATE PRACTICAL NURSE:** For Graduate Practical Nurses working under a temporary permit to practice as a Practical Nurse pending issuance of a license to practice as a Licensed Practical Nurse, the appointment rate shall be \$260 less per annum than that provided above. Such rate shall continue in effect until a license to practice as a Licensed Practical Nurse is secured from the State Education Department of the State of New York and then the applicable appointment rate for Licensed Practical Nurses shall be paid effective the date of issuance of said license.

**Section 3. General Wage Increase**  
a. The general increases, effective as indicated, shall be:

- Effective August 5, 2007, Employees shall receive a general increase of 2 percent.
- Effective February 5, 2008, Employees shall receive an additional general increase of 5 percent.
- Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3 (a) (i) and 3 (a) (ii) on the basis of computations heretofore utilized by the parties for all such Employees.

b. The increases provided for in Section 3 (a) above shall be calculated as follows:

- The general increase in Section 3 (a) (i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect August 4, 2007.

- ii. The general increase in Section 3 (a) (ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect after the general increase in Section 3 (a) (i) is applied.
- c. i. The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.
- ii. The general increases provided for in this Section 3 shall not be applied to the following "additions to gross": uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

**Section 4.**

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

**Section 5.**

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

**Section 6.**

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations of the City of New York are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

Title	Advancement Increase
Licensed Practical Nurse	\$603

**Section 7. Longevity Differential**

Employees with the required number of years of experience in the City or the Corporation set forth below in the Licensed Practical Nurse occupational group shall receive a pro-rated annual longevity differential in the amount set forth below.

Years of Experience	7/1/07 Annual Amount	2/5/08 Annual Amount
After 5 years	\$157	\$157
After 10 Years	an additional \$270	an additional \$500
After 15 Years	an additional \$379	an additional \$379
After 20 Years	an additional \$270	an additional \$270

- b. Employees with one year of service shall receive a pro-rated annual longevity differential in the amount of \$432. This differential shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.
- c. Newly qualifying employees shall be eligible to receive the differentials on the January 1, April 1, July 1, or October 1 immediately following the employee's anniversary date. The longevity differential shall not be included in the employee's base salary rate and shall not be pensionable until the employee has received the differential for two (2) years.

**Section 8. Differentials**

**a. Department of Correction**

A differential in the pro-rated annual amount of **\$1,051** shall be paid to each Licensed Practical Nurse employed in a Department of Correction facility while engaged in direct patient care on a continuing basis in that facility.

**b. Evening or Night Shift**

A differential in the pro-rated annual amount of **\$2,306** shall be paid to each Licensed Practical Nurse assigned to the performance of duties on the evening or night shift.

**c. Nurse-In-Charge**

A differential in the amount stated below shall be paid on a per shift or per annum basis, as appropriate, for each Licensed Practical Nurse assigned as Nurse-in-Charge or to the operating room or as a scrub nurse in the caesarean section unit or in the delivery room:

Annual Amount	Per Shift
\$840	\$3.86

**d. Proration**

The differentials listed above shall be reduced by one-half in the case of a Practical Nurse currently registered to practice as a Licensed Practical Nurse employed on a part-time basis for work performed per two week pay period of not less than

37.5 hours (Health and Hospitals Corporation) or 40 hours (Mayoral agencies).

**e. Pyramiding of Differentials**

The differentials listed above are mutually exclusive. Any such differential to which a Licensed Practical Nurse may be entitled to receive is to be provided in addition to any other differential(s) to which such Licensed Practical Nurse may be entitled.

**Section 9. Tuition Reimbursement**

Reimbursement for tuition shall continue to be granted by the Employer, upon satisfactory completion of work-related courses or work shops approved by the employing agency in a sum not to exceed \$1,600 per annum to each full-time Licensed Practical Nurse, who has completed one or more such courses. Such allowance shall be a maximum \$800 per annum for each Licensed Practical Nurse who is employed on a part-time basis for work performed per two week pay period of not less than 37.5 hours (Health and Hospitals Corporation) or 40 hours (Mayoral agencies).

**Section 10. Uniform Allowance**

A uniform allowance in the pro-rated annual amount stated below shall continue to be provided for each Licensed Practical Nurse, who is required to wear a uniform, which is not otherwise provided by the Employer:

7/1/07	2/5/08
\$249	\$500

One-half of the uniform allowance provided for above, shall be paid to a Licensed Practical Nurse, who is employed on a part-time basis for work performed per two week pay period of not less than 37.5 hours (Health and Hospitals Corporation) or 40 hours (Mayoral agencies).

**Section 11. - Training & Upgrading Fund**

Pursuant to the provisions of a separate agreement between the City and 1199/SEIU, a contribution of \$100,000 per annum shall be made to the 1199/SEIU Training & Upgrading Fund for the purpose of providing training, upgrading and related projects for employees of the City and/or Health and Hospital Corporation who are represented by 1199/SEIU.

**ARTICLE IV - WELFARE FUND**

**Section 1.**

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

**Section 2.**

The Unions agree to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

**Section 3.**

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

**Section 4.**

Effective June 1, 2007 there shall be an additional contribution to the Welfare Fund of the pro-rata annual amount of \$100 per full-time Employee.

**ARTICLE V - PRODUCTIVITY AND PERFORMANCE**

**Introduction.**

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

**Section 1. Performance Levels.**

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

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

**Section 3. Performance Compensation**

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance. The Employer agrees to notify the Union of its intent to pay such additional compensation.

**ARTICLE VI - GRIEVANCE PROCEDURE**

**Section 1.**

DEFINITION: The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed wrongful disciplinary action taken against a non-competitive employee as defined in Section 4 of this Article VI.

**Section 2.**

The Grievance Procedure, except for grievances as defined in Section 1(D) of this Article, shall be as follows:

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

**Step I.** - The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that the grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. 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.\*

\***N.B.** In the case of grievances in the Health and Hospitals Corporation arising under paragraphs (a) through (c) of Section 1 of this Article, the following STEP I(a) shall apply prior to Step II of this Section:

**STEP I(a)** - An appeal from an unsatisfactory determination at Step I shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) working days of the receipt of the Step I determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance.

The person designated to receive the appeal at this Step shall meet with the employee and/or the Union for review of the grievance and shall issue a determination to the employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

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

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

**STEP IV.** - An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with 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 accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

### Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

### Section 4.

**a.** The provisions contained in this section shall only apply to non-competitive employees with twelve months or more of service who are in the following categories:

- 1) Fulltime per annum
- 2) Parttime per annum
- 3) Per diem who work at least a total of half time per week;

The provisions contained in this section shall not apply to:

- a) Temporary employees
- b) Probationary employees

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

**STEP A.** - Following the service of written charges a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges at STEP I of the Grievance Procedure as set forth in this Agreement. The employee may be represented at such conference by a representative(s) 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.<sup>1</sup>

**STEP B.** - If the Employee is not satisfied with the determination at Step A, above, he/she may appeal such decision. The appeal must be within five (5) work days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.<sup>2</sup>

<sup>1</sup> If the Employee is covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation and is satisfied with the **STEP A** determination, the Employee may accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation. 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 Section 75 and 76 of the

Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation.

<sup>2</sup> If the Employee is covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation and is not satisfied with the determination at **STEP A**, above, the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize the procedures available to the Employee pursuant to Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation 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.

### Section 5.

**a.** A grievance concerning employees of two or more Agencies covered by the provisions of this contract which concerns a claimed misinterpretation, inequitable application or failure to comply with the provisions of this Agreement may be filed directly at Step III of the grievance procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

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

### Section 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; or if a satisfactory STEP III determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at STEP IV of the Grievance Procedure.

### Section 7.

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

### Section 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(s) 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 non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto.

Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

### Section 11.

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 12. Expedited Arbitration Procedure

**a.** The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.

**b.** The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining.

An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

**c.** The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

### i. SELECTION AND SCHEDULING OF CASES:

**(1)** The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 12 and notify the parties of proposed hearing dates for such cases.

**(2)** The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.

**(3)** If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

**(4)** No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

### ii. CONDUCT OF HEARINGS:

**(1)** The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.

**(2)** In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.

**(3)** The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.

**(4)** A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

**(5)** Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.

**(6)** The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

## ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

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

## ARTICLE VIII - NO STRIKES

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

## ARTICLE IX - CITYWIDE ISSUES

### Section 1.

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

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

### Section 2. Vacation Schedule

**a.** Pursuant to Article V, Section 23 of the 1985-87 Citywide Agreement the parties agree that it is impracticable to recruit for the titles covered by this

Agreement and the City has obtained a variation of Article V, Sections 1 (b) and 19(b) of the 1985-87 Citywide Agreement as related to annual leave allowances for employees hired on or after July 1, 1985.

- b. The annual leave allowance for employees hired on or after July 1, 1985 shall accrue as follows:

Years in Service	Monthly Accrual	Annual Leave Allowance*
At the beginning of the 1st year:	1.25 days	15 days
At the beginning of the 2nd year:	1.33 days	16 days
At the beginning of the 3rd year:	1.33 days	16 days
At the beginning of the 4th year:	1.5 days plus an additional day at the end of the leave year	19 days
At the beginning of the 5th year:	1.23 days	20 days
At the beginning of the 8th year:	2 days plus an additional day at the end of the leave year	25 days
At the beginning of the 15th year:	2.25 days	27 days

\*Total after one full leave year at monthly accrual rate.

- c. The annual leave allowance for part-time per annum, hourly, per diem and per session employees hired on or after July 1, 1985 who work at least one-half the regular hours of full-time employees in the same title shall accrue as follows:

At the beginning of the employee's 1st year - 1 hour for 15 hours worked  
 At the beginning of the employee's 2nd year - 1 hour for 14 hours worked  
 At the beginning of the employee's 3rd year - 1 hour for 14 hours worked  
 At the beginning of the employee's 4th year - 1 hour for 12 hours worked  
 At the beginning of the employee's 5th year - 1 hour for 11 hours worked

#### ARTICLE X - UNION ACTIVITY

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

#### ARTICLE XI - TRANSFERS

Voluntary transfers from one shift to another, one area of a hospital or other work location(s) when vacancies arise, shall be made on the basis of greatest seniority in the hospital or work location from among employees who are qualified. Involuntary transfers shall generally be made on the basis of least departmental seniority within the hospital; however, if transfers are required out of seniority, such transfers shall not be arbitrary and capricious. Any complaint with respect to such transfers shall constitute a grievance subject to the grievance procedure under this contract.

#### ARTICLE XII - FIRST AID

In emergency situations, Licensed Practical Nurses employed by the Health and Hospitals Corporation shall have access to the employee health services, or if such service is not available, to emergency room facilities.

#### ARTICLE XIII - 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. The subject of involuntary overtime, shift rotation, involuntary frequent assignment rotation (floating), as well as other items are appropriate for consideration by the labor-management committee. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

#### Section 3.

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

#### Section 4.

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

#### ARTICLE XIV - EDUCATION AND STAFF DEVELOPMENT COMMITTEE

A committee shall be established in the Health and Hospitals Corporation to recommend guidelines with respect to eligibility for tuition reimbursement, education/conference leave and staff development. The committee shall have an

equal number of representatives from the Licensed Practical Nurses Association and the Health and Hospitals Corporation, not to exceed three (3) in number for each side. The Committee will meet on a bi-monthly basis. Though the Committee shall be apprised of all current grievances relating to tuition reimbursement, et al., no action of the Committee will affect the progression of grievances under the contract.

#### ARTICLE XV - PROFESSIONAL PRACTITIONER STATUS

The Nursing Practice Committee in each facility shall consider steps to be taken by the facility to relieve Licensed Practical Nurses of tasks and responsibilities which in the judgment of the Nursing Practice Committee constitute non nursing functions, subject to the Rules and Regulations of the HHC and the City of New York. Recommendations of the Committee shall be made in writing to the institutional Director of Nursing and to the Executive Director who shall consider the recommendations. The Executive Director shall respond, in writing, within twenty (20) working days.

The decision of the Executive Director may be appealed by the Union in writing, within fifteen (15) working days after issuance, to a HHC Central Office Appeal committee composed of the Vice President, Corporate Affairs; Vice-President, Finance; Vice-President, Medical and Professional Affairs; the Director of Nursing Services; an Executive Director; and a Director of Nursing from an HHC facility; or their designee. The Committee will meet on at least on a monthly basis to consider appeals of an Executive Director's decision on non-nursing functions. The written appeal filed by the Union will include information submitted to the Nursing Practice Committee, the recommendation of the Nursing Practice Committee, the decision of the Executive Director, other information the Union believes is relevant to the appeal and a statement explaining why the Union disagrees with the decision of the Executive Director or the recommendation of the Nursing Practice Committee. The Appeal Committee shall issue a written response within forty five (45) working days of the date the Appeal Committee heard the appeal. The decision of the Appeal Committee shall be final and binding. Matters presented to the Central Office Appeals Committee shall not be subject to the grievance and arbitration procedure nor appealable to the Personnel Review Board.

#### ARTICLE XVI - ISSUES SPECIFIC TO LICENSED PRACTICAL NURSES

A labor-management committee, chaired by the Vice President of Corporate Affairs, shall be established at the Health and Hospitals Corporation. Said committee shall meet at the request of either HHC or the union to discuss issues specific to Licensed Practical Nurses.

#### ARTICLE XVII - JOINT LABOR-MANAGEMENT COMMITTEE ON LPN NURSING PRACTICE

**Section 1.** The parties shall jointly establish a committee to meet and discuss issues limited to Corporate nursing practices within the Health and Hospitals Corporation as related to Licensed Practical Nurses.

#### Section 2.

The committee shall be composed of the President of 1199 SEIU (or his/her designee) and three other members named by him/her and the Senior Vice President of Corporate Nursing and Special Initiatives (or his/her designee), three other members named by him/her, and a representative of HHC's Human Resources office. Either party may invite ad hoc members to the committee if needed to fully explore a particular topic.

#### Section 3.

The Committee shall meet at the request of either party; the party requesting the meeting shall provide an agenda at least two (2) weeks in advance of the meeting. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by this Committee, nor shall any actions resulting from this committee be subject to the grievance or arbitration process.

#### ARTICLE XVIII - 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 XIX - APPENDICES

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

#### ARTICLE XX - SAVINGS CLAUSE

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

#### ARTICLE XXI - CONTRACTING-OUT CLAUSE

The problem of "Contracting Out" or "Farming Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XIII of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this 10th day of March, 2009.

CITY OF NEW YORK AND  
RELATED PUBLIC EMPLOYERS  
AS DEFINED HEREIN

1199/SEIU UNITED  
HEALTHCARE  
WORKERS EAST

BY: \_\_\_\_\_  
/s/ \_\_\_\_\_  
JAMES F. HANLEY  
Commissioner of  
Labor Relations

BY: \_\_\_\_\_  
/s/ \_\_\_\_\_  
GEORGE GRESHAM  
President

NEW YORK CITY HEALTH AND  
HOSPITALS CORPORATION

BY: \_\_\_\_\_  
/s/ \_\_\_\_\_  
FRANK J. CIRILLO  
Senior Vice-President

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
/s/ \_\_\_\_\_  
PAUL T. REPHEN  
Acting Corporation Counsel

Submitted to the  
FINANCIAL CONTROL BOARD

Date: \_\_\_\_\_

UNIT: LICENSED PRACTICAL NURSES  
TERM: July 5, 2007 through August 4, 2009

a13

#### 2007-2009 MICROBIOLOGISTS Agreement

**AGREEMENT** entered into this 10th 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 and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the "Employer"), and 1199 SEIU United Healthcare Workers East (hereinafter referred to as the "Union"), for the twenty-five (25) month period from July 5, 2007 to August 4, 2009.

#### WITNESSETH:

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

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

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

**Section 1.** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

Associate Laboratory Microbiologist Levels I, II, III	21514, 962910/20/30
Cytotechnologist	N/A
Junior Bacteriologist	21605
Laboratory Assistant	004960
Laboratory Associate** Levels I, II	21512, 962710/20
Laboratory Microbiologist (Levels I and II)	21513, 962810/20
Laboratory Technician @ Microbiologist (incl. specialties)	215080 21670/71/75/78/79
Phlebotomist	004950
Principal Microbiologist	216900
Senior Bacteriologist	21625
Senior Laboratory Technician	21509
Senior Laboratory Technician (OCME)	21510

#### Section 2.

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

#### ARTICLE II - DUES CHECKOFF

#### Section 1.

a. The Union shall have the exclusive right to the check-off and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Check-off of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

b. Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

#### Section 2.

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

#### ARTICLE III - SALARIES

#### Section 1.

a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum

salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

**c.** Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

- Per diem rate** - 1/261 of the appropriate minimum basic salary.
- Hourly Rate** - 35 hour week basis - 1/1827 of the appropriate minimum basic salary.

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

**Section 2.**

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

**a. Salaries Effective August 5, 2007**

TITLE	Hiring** Minimum	Incumbent Minimum	Maximum
Associate Lab Microbiologist ##			
Level I	\$47,677	\$51,091	\$66,340
Level II	\$57,544	\$61,663	\$76,003
Level III	\$62,472	\$66,946	\$88,390
Cytotechnologist	\$36,970	\$39,616	\$47,140
Junior Bacteriologist ***	\$36,970	\$39,616	\$47,140
Laboratory Assistant	\$28,877	\$30,948	\$37,293
Laboratory Associate##			
Level I	\$33,872	\$36,298	\$38,557
Level II	\$36,547	\$39,165	\$40,448
Laboratory Microbiologist #			
Level I	\$36,970	\$39,616	\$47,140
Level II	\$42,466	\$45,507	\$58,194
Laboratory Technician ***	\$33,872	\$36,298	\$38,557
Microbiologist (incl. Spec.)**	\$47,677	\$51,091	\$66,340
Phlebotomist	\$30,817	\$33,024	\$39,736
Principal Microbiologist***	\$62,472	\$66,946	\$88,390
Senior Bacteriologist	\$57,544	\$61,663	\$76,003
Senior Laboratory Technician	\$36,547	\$39,165	\$40,448
Senior Laboratory Technician (OCME)	\$36,547	\$39,165	\$40,448

**b. Salaries Effective February 5, 2008**

TITLE	Hiring** Minimum	Incumbent Minimum	Maximum
Associate Lab Microbiologist ##			
Level I	\$50,061	\$53,646	\$69,657
Level II	\$60,421	\$64,746	\$79,803
Level III	\$65,596	\$70,293	\$92,810
Cytotechnologist	\$38,819	\$41,597	\$49,497
Junior Bacteriologist ***	\$38,819	\$41,597	\$49,497
Laboratory Assistant	\$30,321	\$32,495	\$39,158
Laboratory Associate##			
Level I	\$35,566	\$38,113	\$40,485
Level II	\$38,374	\$41,123	\$42,470
Laboratory Microbiologist #			
Level I	\$38,819	\$41,597	\$49,497
Level II	\$44,589	\$47,782	\$61,104
Laboratory Technician ***	\$35,566	\$38,113	\$40,485
Microbiologist (incl. Spec.)**	\$50,061	\$53,646	\$69,657
Phlebotomist	\$32,358	\$34,675	\$41,723
Principal Microbiologist***	\$65,596	\$70,293	\$92,810
Senior Bacteriologist	\$60,421	\$64,746	\$79,803
Senior Laboratory Technician	\$38,374	\$41,123	\$42,470
Senior Laboratory Technician (OCME)	\$38,374	\$41,123	\$42,470

\*\* See Section 4 of this Article III, "New Hires".

\*\*\*For present incumbents only

#Each appointment to this position above the minimum will be handled on a case by case basis.

##Each appointment at HHC to this position above the minimum will be handled on a case by case basis.

**Section 3. General Wage Increase.**

- a.** The general increases, effective as indicated, shall be:
- i.** Effective August 5, 2007, Employees shall receive a general increase of 2 percent.
  - ii.** Effective February 5, 2008, Employees shall receive an additional general increase of 5 percent.
  - iii.** Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(a)(i) and 3(a)(ii)

on the basis of computations heretofore utilized by the parties for all such Employees.

- b.** The increases provided for in Section 3(a) above shall be calculated as follows:
  - i.** The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 4, 2007.
  - ii.** The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on February 4, 2008.
- c.**
  - i.** The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates," minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.
  - ii.** The general increases provided for in this Section 3, shall not be applied to the following "additions to gross:" uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

**Section 4. New Hires.**

- a.** For the purposes of Sections 4(b) employees 1) who were in active pay status before July 5, 2007, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in Section 2 of this Article III:
  - i.** Employees who return to active status from an approved leave of absence.
  - ii.** Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
  - iii.** Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
  - iv.** Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
  - v.** Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
  - vi.** Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
  - vii.** A provisional employee who is appointed directly from one provisional appointment to another.
  - viii.** For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

- b.** Any employee hired on or after July 5, 2007 and appointed at a reduced hiring rate pursuant to the 2007-2009 Microbiologists Unit Agreement, shall be paid the applicable minimum "hiring rate" set forth in Section 2. On the one year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such one year anniversary as set forth in Section 2 of this Article III.
- c.**
  - i.** For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.
  - ii.** Employees who change titles or levels before attaining one year of service will be

treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

- d.**
  - i.** For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(a)(i) and 3(a)(ii) of this Article III.
  - ii.** Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- e.** 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 Section 4.

**Section 5.**

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

**Section 6.**

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

**Section 7. - ADVANCEMENT INCREASES**

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Rules and Regulations of the New York City Personnel Director or, where the Rules and Regulations of the New York City Personnel Director are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

TITLE	July 5, 2007
Associate Laboratory Microbiologist	
Level I	\$1007
Cytotechnologist	\$764
Junior Bacteriologist	\$764
Laboratory Microbiologist	
Level I	\$764
Microbiologist (incl. Spec.)	\$1,007
Principal Microbiologist	\$1,320
Senior Bacteriologist	\$1,112
Senior Laboratory Technician	\$695
Senior Laboratory Technician (OCME)	\$695

**Section 8. - ASSIGNMENT LEVEL INCREASE**

An Employee assigned to a higher assignment level shall receive as of the effective date of such assignment, either the appointment rate for the assigned level or the rate received in the former level plus the specified amount listed below, whichever is greater:

TITLE	
Laboratory Associate, Level II	\$695
Associate Laboratory Microbiologist	
Level II	\$1,112
Level III	\$1,320
Laboratory Microbiologist	
Level II	\$867

**Section 9. - 15 Year Longevity Increment**

**a.** Employees with 15 years or more of "City" service in pay status who are in a title listed below shall continue to receive a pensionable longevity increment of \$1,300 per annum:

- Cytotechnologist
- Junior Bacteriologist
- Laboratory Microbiologist, Level I
- Senior Bacteriologist

**b.** The rules for eligibility for the longevity increment described above in subsection (a) are set forth in Appendix A of this Agreement and are incorporated by reference herein. In no event shall this longevity increment be increased by future collective bargaining increases without specific agreement to do so by the parties.

**Section 10. - Longevity Increments**

- a. 5 Year Longevity Increment**  
Effective 2/5/08, Employees in the below listed titles with 5 or more years of "City service" in pay status shall receive a pensionable longevity increment of \$500 per annum in addition to the 15 year longevity increment in Section 9, and the 8, 10, and 20 year longevity increments below.
- b. 8 Year Longevity Increment**  
Employees in the below listed titles with 8 or more years of "City service" in pay status shall receive a pensionable longevity increment of \$292 per annum in addition to the 15 year longevity increment in

Section 9 and the 5, 10 and 20 year longevity increment in Section 10b.

**c. 10 Year Longevity Increment**

Employees in the below listed titles with 10 years or more of "City" service in pay status shall continue to receive a pensionable longevity increment of \$222 per annum in addition to the 15 year longevity increment in Section 9.

**d. 20 Year Longevity Increment**

Effective 2/5/08, Employees in the below listed titles with 20 or more years of "City service" in pay status shall receive a pensionable longevity increment of \$186 per annum in addition to the 15 year longevity increment in Section 9, and the 5, 8, and 10 year longevity increments above.

Eligible Titles

Cytotechnologist  
Junior Bacteriologist  
Laboratory Microbiologist, Level I  
Senior Bacteriologist

- e.** The rules for eligibility for these longevity increments described above in subsections **a, b, c, and d** are set forth in Appendix B of this Agreement and are incorporated by reference herein. In no event shall these longevity increments be increased by future collective bargaining increases without specific agreement to do so by the parties.

**Section 11. - Laboratory Microbiologist Level II B Longevity Differential**

- a.** Longevity differentials shall continue to be provided on a per annum basis to the title Laboratory Microbiologist Level II B, as follows:

<u>Differential</u>	<u>Amount</u>
9 years of service	\$953 per annum
15 years of service	an additional \$1,460 per annum

- b.** Effective 2/5/08 the following differentials shall be provided on a per annum basis to the title Laboratory Microbiologist Level II B in addition to the 9 and 15 year longevity differentials in Section 11.a.

<u>Differential</u>	<u>Amount</u>
5 years of service	\$500 per annum
20 years of service	an additional \$87 per annum

- c.** The longevity differential does not become part of the basic salary rate. Service eligibility is related to length of service in the appropriate occupational group. In the future for new qualifiers, eligibility for the longevity differential occurs on the January 1, April 1, July 1, or October 1 subsequent to the anniversary date. The longevity differential is not pensionable until the employee has received it for two years. When an employee receiving the differential is promoted to a title eligible for the Service Increment in Section 12 below, the eligibility for the longevity ends and the employee will receive the appropriate service increment. The amounts of these longevity differentials shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.

**Section 12. - Service Increments**

- a.** The following service increments shall continue to be provided to employees in the titles Associate Laboratory Microbiologist Levels I, II, and III; Microbiologist (all specialties); and Principal Microbiologist:

<u>Increment</u>	<u>Amount</u>
5 years of Service	\$906
10 Years of Service	an additional \$1,044
15 Years of Service	an additional \$1,498

- b.** Effective 2/5/08, the following service increments shall be provided to employees in the titles Associate Laboratory Microbiologist Levels I, II, and III; Microbiologist (all specialties); and Principal Microbiologist:

<u>Increment</u>	<u>Amount</u>
20 years of Service	an additional \$352

Effective 2/5/08, the total Service Increment after 20 years of Service for the titles specified in Section 12.a is \$3,800.

- c.** Service eligibility is related to length of City service in the occupational group. In the future for new qualifiers, the increment is effective on the January 1, April 1, July 1, or October 1 subsequent to the Employee's anniversary date. The service increment is not pensionable until the Employee has received it for two years.

**Section 13. Longevity Increments Applicable to Employees Formerly in the Hospital Technician Bargaining Unit**

Eligible Titles

Laboratory Assistant  
Laboratory Associate, Levels I & II  
Laboratory Technician  
Phlebotomist  
Senior Laboratory Technician  
Senior Laboratory Technician (OCME)

- a.** Employees with 15 (fifteen) years or more of City service in pay status shall continue to receive a

longevity increment of \$1,138 per annum. The 15 year longevity increment shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.

- b.** Employees with 10 (ten) years or more of City service in pay status shall receive a per annum longevity increment of \$266 per annum in addition to the longevity increment specified in Article III, subsection 13(a) above. This longevity increment shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.

- c.** Employees with 8 (eight) or more years of City service in pay status shall receive a pensionable longevity increment of \$292 per annum in addition to the longevity increments described in Article III, subsections 13(a) and 13(b) above. The \$292 longevity increment shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.

- d. Effective 2/5/08 Employees with 5 (five) or more years of city service in pay status shall receive a pensionable longevity of \$200 per annum in addition to the other longevity increments described in this Section 13.**

- e. Effective 2/5/08, Employees with 20 (twenty) or more years of city service in pay status shall receive a pensionable longevity of \$104 per annum in addition to the other longevity increments described in this Section 13.**

- f. Effective 2/5/08, Employees with 25 (twenty-five) or more years of city service in pay status shall receive a pensionable longevity of \$500 per annum in addition to the other longevity increments described in this Section 13. Effective 2/5/08 the total per annum longevity increment for Employees with 25 or more years of city service in pay status shall be \$2,500.**

- g.** The rules for eligibility for the longevity increments described in this subsection 13 shall be set forth in Appendix B to this Agreement which shall be incorporated by reference herein.

**Section 14. Differentials**

- a. Department of Correction**

A pro-rated annual differential in the amounts stated below shall be provided to each employee regularly assigned to a Department of Correction prison facility as further specified below:

- (i) For the titles Laboratory Assistant, Phlebotomist, Laboratory Technician, Laboratory Associate, Sr. Laboratory Technician and Sr. Laboratory Technician (Office of the Chief Medical Examiner):

<u>Annual Amount</u>
\$436

- b. Laboratory Technician, Laboratory Associate and Phlebotomist**

- i. Employees in the titles Laboratory Technician and Laboratory Associate employed by the Department of Health and Mental Hygiene who are assigned to perform EKG's shall receive an assignment differential in the annual amount stated below. Said assignment differential shall be paid only for those hours that the employee is assigned to and performs EKG's.

<u>Annual Amount</u>
\$1,148

- ii. Employees in the title Phlebotomist employed by the Department of Health and Mental Hygiene who are assigned to perform EKG's shall receive an assignment differential in the annual amount specified below. Said assignment differential shall be paid only for those hours that the employee is assigned to and performs EKG's.

<u>Annual Amount</u>
\$1,148

- c. Laboratory Microbiologists**

An employee in the title Laboratory Microbiologist (TC 21513) employed by the Department of Health and Mental Hygiene, who is assigned to perform EKGs, shall receive an assignment differential in the annual amount as listed below. Said assignment differential shall be paid only for those hours that the employee is assigned and performs EKGs.

<u>Amount</u>
\$1148

**Section 15. - Tuition Reimbursement**

Reimbursement for tuition shall be provided for satisfactory completion of courses or workshops approved by the head of the employing agency for courses or other job-related subjects in a sum not to exceed \$1204 per Employee per annum. Eligibility for such reimbursement shall not begin prior to the completion of at least one year of service.

**Section 16. - Training Fund**

- i. Pursuant to the provisions of a separate agreement between the City and 1199 SEIU, a training fund contribution of \$9, 838 per annum shall continue to be made to the Local 1199 SEIU Training & Upgrading Fund for the purpose of providing opportunities for training and education for Covered employees.

- ii. Effective February 5, 2008, pursuant to the provisions of a separate agreement between the City and 1199 SEIU, a training fund contribution of \$12,500 per annum shall continue to be made to the 1199 SEIU Training & Upgrading Fund for the purpose of providing opportunities for training and education for Covered employees. A separate contribution of \$12,500 per annum shall be made on behalf of the employees formerly in the Hospital Technician bargaining unit.

**ARTICLE IV - WELFARE FUND**

**Section 1.**

- a.** In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.

- b.** Notwithstanding the provisions of Article XIII of the 1995-2001 Citywide Agreement, or any successor thereof, the Employer shall contribute the pro-rata annual amount indicated below per full-time Employee for remittance to the Welfare Fund subject to a separate agreement between the Employer and the Union:

<u>Annual Amount</u>
\$1,590

- Article XIII, Sections 2 and 3a of the 1995-2001 Citywide Agreement or its successor shall not be applicable to this agreement.

- c.** For each part-time per annum, per diem, per session and seasonal employee who works on a regular basis at least one-half the regular hours of full-time employees in the same title and who is not otherwise eligible for a welfare fund contribution on his or her behalf, the contribution rate shall be increased in the same proportion as the contribution rates are increased for full-time employees pursuant to Section 1 b. above. subject to a separate agreement between the Employer and the Union.

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

**Section 2.**

The Unions agree to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

**Section 3.**

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

**ARTICLE V - PRODUCTIVITY AND PERFORMANCE**

Introduction

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

**Section 1. Performance Levels**

- a.** The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

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



**Section 2. Supervisory Responsibility**

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

**Section 3. Performance Compensation**

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

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

**ARTICLE VI - GRIEVANCE PROCEDURE****Section 1. - Definition:**

The term "Grievance" shall mean:

- a.** A dispute concerning the application or interpretation of the terms of this Agreement;
- b.** A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Rules and Regulations of the New York City Personnel Director or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c.** A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d.** A claimed improper holding of an open-competitive rather than a promotional examination;
- e.** A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.
- f.** Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g.** A claimed wrongful disciplinary action taken against a provisional employee who has served continuously for two years in the same or similar title or related occupational group in the same agency.
- h.** A claimed wrongful disciplinary action taken against a non-competitive Employee as defined in Section 11 of this Article.

**Section 2.**

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

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1 (c), no monetary award shall in any event cover any period prior to the date of the filing of the STEP I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in STEP I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

**Step I** - The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. 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.

**NOTE:** The following **STEP I(a)** shall applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1a through 1c and 1f of this Article and shall be applied prior to **Step II** of this Section:

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

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

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

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

The 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 accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

**Section 3.**

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

**Section 4.**

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

**b.** A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide

such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

**Section 5**

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

**STEP A** - Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference. If the employee is satisfied with the determination in STEP A above, the employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. 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 or the Rules and Regulations of the Health and Hospitals Corporation.

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

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

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

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

**Section 6.**

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

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

**STEP B(I)** - If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement

through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

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

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

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

#### Section 7.

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

#### Section 8.

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

#### Section 9.

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

#### Section 10.

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

#### Section 11.

Grievances relating to a claimed wrongful disciplinary action taken against a non-competitive employee under Section 1 (h) of this Article shall be subject to and governed by the following special procedure:

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

- Per diem Employees.
- Temporary Employees.
- Probationary Employees.
- Trainees, provisionals.
- Non-competitive Employees with less than three (3) months service in the title.
- Competitive class Employees.
- Employees covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation
- Employees in the titles Associate Lab Microbiologist, Cytotechnologist, Junior Bacteriologist, Lab Microbiologist, Microbiologist, and Principal Microbiologist.

**Step I(n)** - Following the service of written charges upon an Employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The Employee may be represented at such conference by a representative of the 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 decision in writing by the end of the fifth day following the date of the conference.

**Step II(n)** - If the Employee is dissatisfied with the decision in Step I above, he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.

#### Section 12.

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 13.

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered

by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

#### Section 14.

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 15. Expedited Arbitration Procedure.

**a.** The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.

**b.** The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

**c.** The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

#### i. SELECTION AND SCHEDULING OF CASES:

(1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of propose hearing dates for such cases.

(2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) raise any objections thereto.

(3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

(4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

#### ii. CONDUCT OF HEARINGS:

(1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of irrelevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.

(2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.

(3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.

(4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

(5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.

(6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

#### ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

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

#### ARTICLE VIII - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages,

mass absenteeism, or induce any mass resignations during the term of this Agreement.

#### ARTICLE IX - CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement. Employees in Rule X titles shall receive the benefits of the *Citywide Agreement* unless otherwise specifically excluded herein.

#### ARTICLE X - UNION ACTIVITY

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

#### ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

##### Section 1.

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

##### Section 2.

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

##### Section 3.

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

##### Section 4.

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

#### ARTICLE XII - FINANCIAL EMERGENCY ACT

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

#### ARTICLE XIII - APPENDICES

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

#### ARTICLE XIV - SAVINGS CLAUSE

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

#### ARTICLE XV - CONTRACTING-OUT CLAUSE

The problem of "Contracting Out" or "Farming Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XI of this Agreement.

**WHEREFORE**, we have hereunto set our hands and seals this 10th day of March, 2009.

**FOR THE CITY OF NEW YORK AND RELATED PUBLIC EMPLOYERS HEALTHCARE RELATED HEREIN:**

BY: /s/  
JAMES F. HANLEY  
Commissioner

**FOR 1199 SEIU UNITED WORKERS EAST:**

By: /s/  
GEORGE GRESHAM  
President

**FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION**

BY: /s/  
FRANK J. CIRILLO  
Senior Vice-President  
APPROVED AS TO FORM:

BY: /s/  
PAUL T. REPHEN  
Acting Corporation Counsel

SUBMITTED TO THE FINANCIAL CONTROL BOARD:

DATE: \_\_\_\_\_

**UNIT: MICROBIOLOGISTS**  
**TERM:** July 5, 2007 to August 4, 2009

#### Appendix A Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increment provided for in Article III Section 9 of the *2007-2009 Microbiologists Separate Unit Agreement*:

- Only service in pay status shall be used to calculate the years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous

year of service counting towards the years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.

2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the years of service. No break used to disqualify service shall be used more than once.

3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:

- a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the New York City Personnel Director or the appropriate personnel authority of a covered organization.
b. Time prior to a reinstatement.
c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
d. Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the years of service.

4. Once an employee has completed the years of "City" service in pay status and is eligible to receive the longevity increment, the increment shall become part of the employee's base rate for all purposes except that the increment shall not become pensionable until 15 months after the Employee becomes eligible to receive such payment. However, the longevity increment shall not be increased pursuant to Article III, Section 3.

Appendix B
5, 8, 10, 15, 20, and 25 Year Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 10 and Section 13 of the 2007-2009 Microbiologists Separate Unit Agreement:

1. Only service in pay status shall be used calculate the required years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the required years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the required years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.

2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the required years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the required years of service. No break used to disqualify service shall be used more than once.

3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above:

- a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the Personnel Director or the appropriate personnel authority of a covered organization.
b. Time prior to a reinstatement.
c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
d. Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections (a), (b) and (c) above shall not be used to calculate the required years of service.

4. Once an Employee has completed the required years of "City" service in pay status and is eligible to receive the longevity increment, it shall go into the Employee's base rate for all purposes. The longevity increment shall not be increased pursuant to Article III, Section 3 unless specifically agreed to by the parties.

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.

a10-23

COURT NOTICE MAPS FOR BEACH 43RD STREET ET AL.

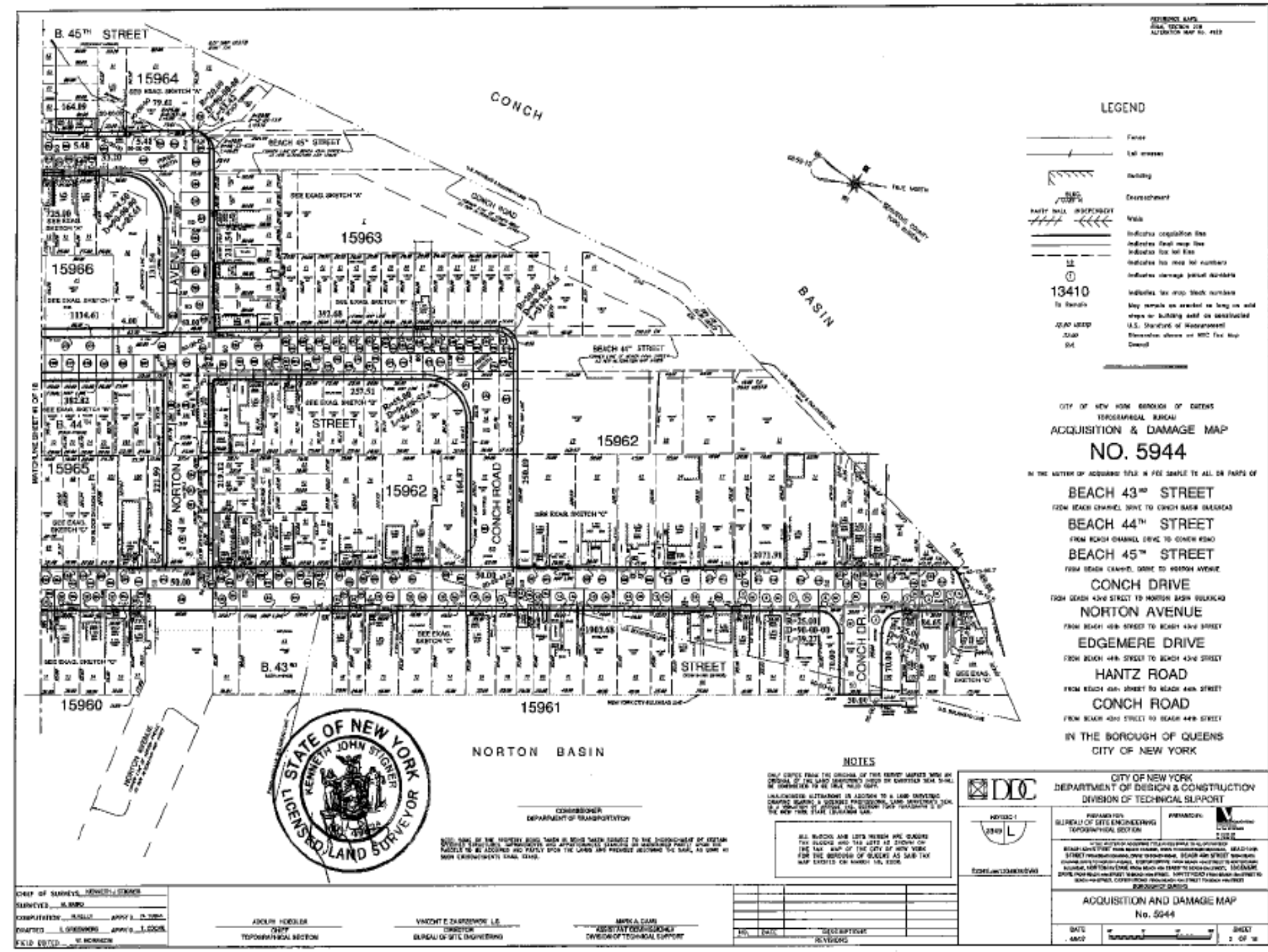
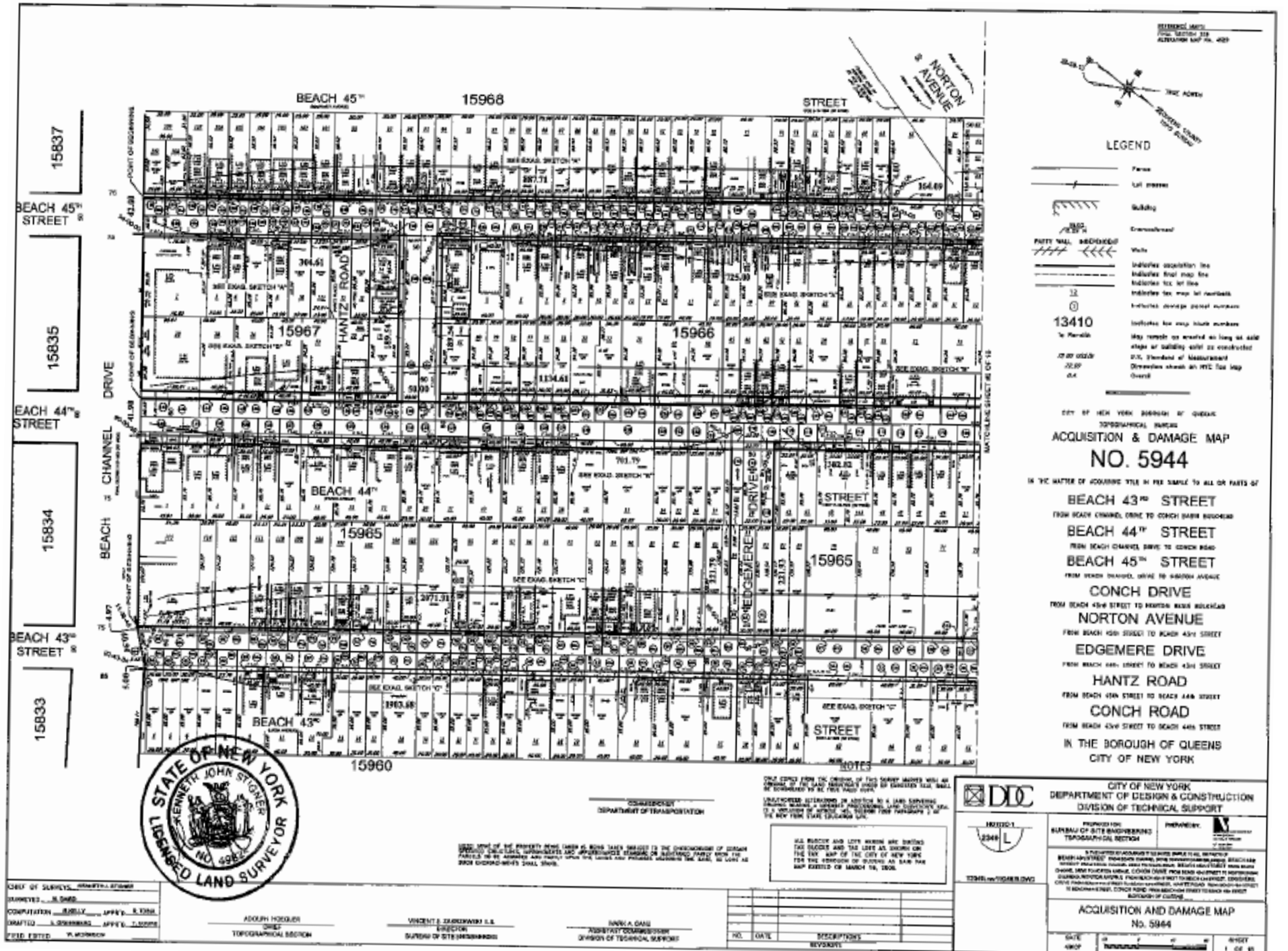
Map showing street layouts for Beach 43rd, 44th, and 45th Streets, along with Conch Basin and Norton Avenue. Includes a legend, key map, and official seals of the State of New York and the City of New York. Text includes 'ACQUISITION & DAMAGE MAP NO. 5944' and 'CITY OF NEW YORK DEPARTMENT OF DESIGN & CONSTRUCTION'.

POLICE

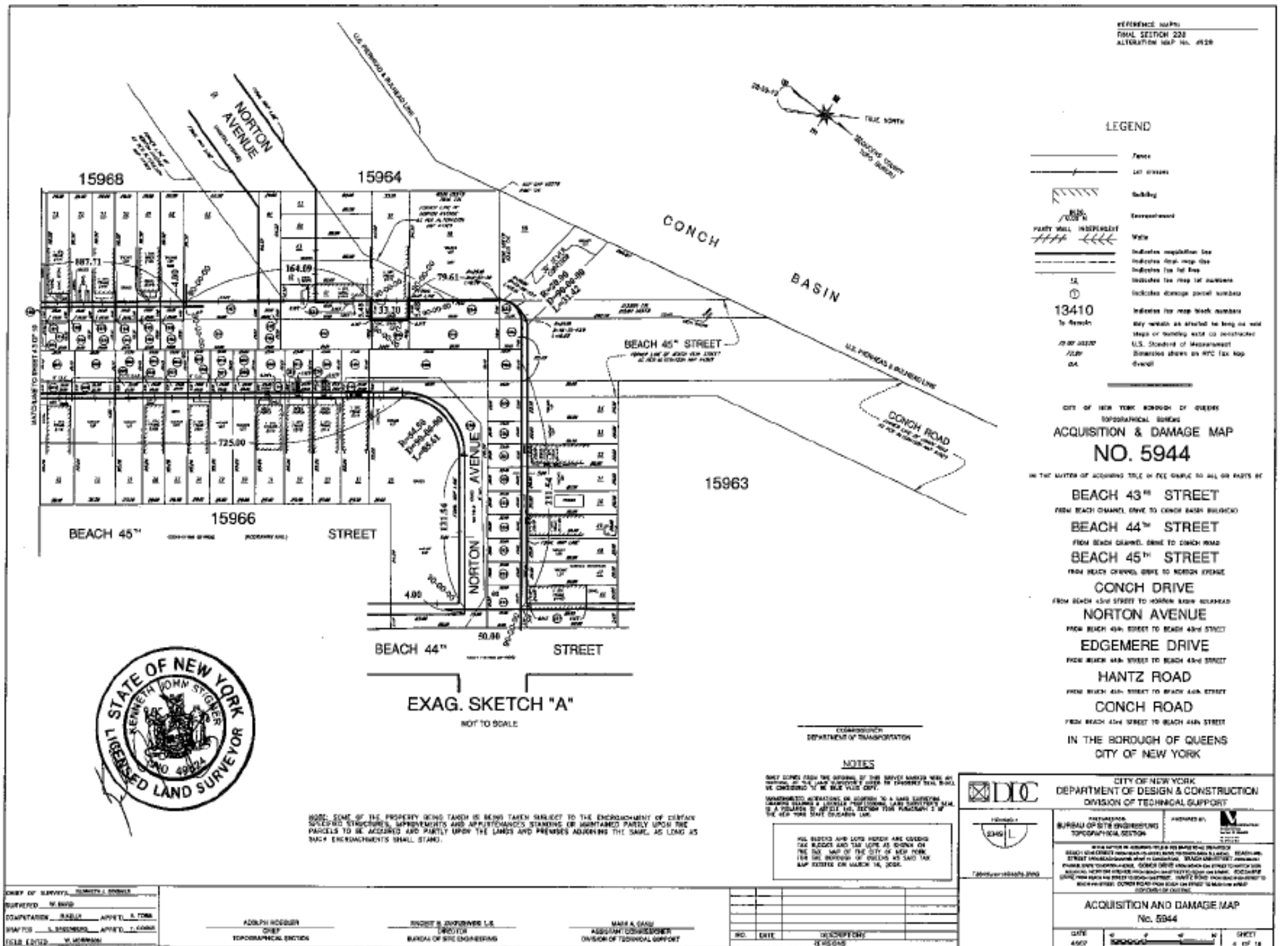
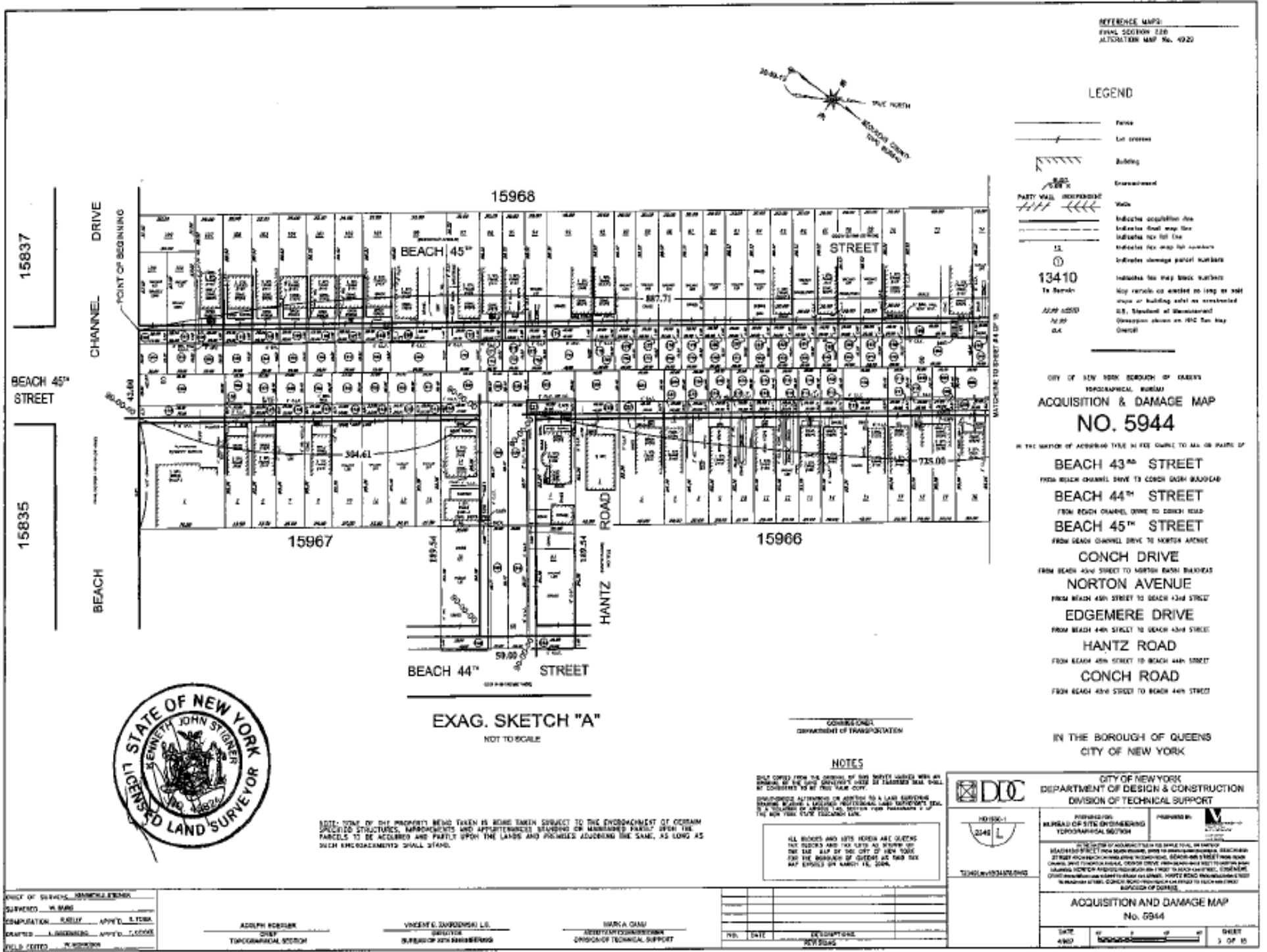
NOTICE

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/nycvendononline/

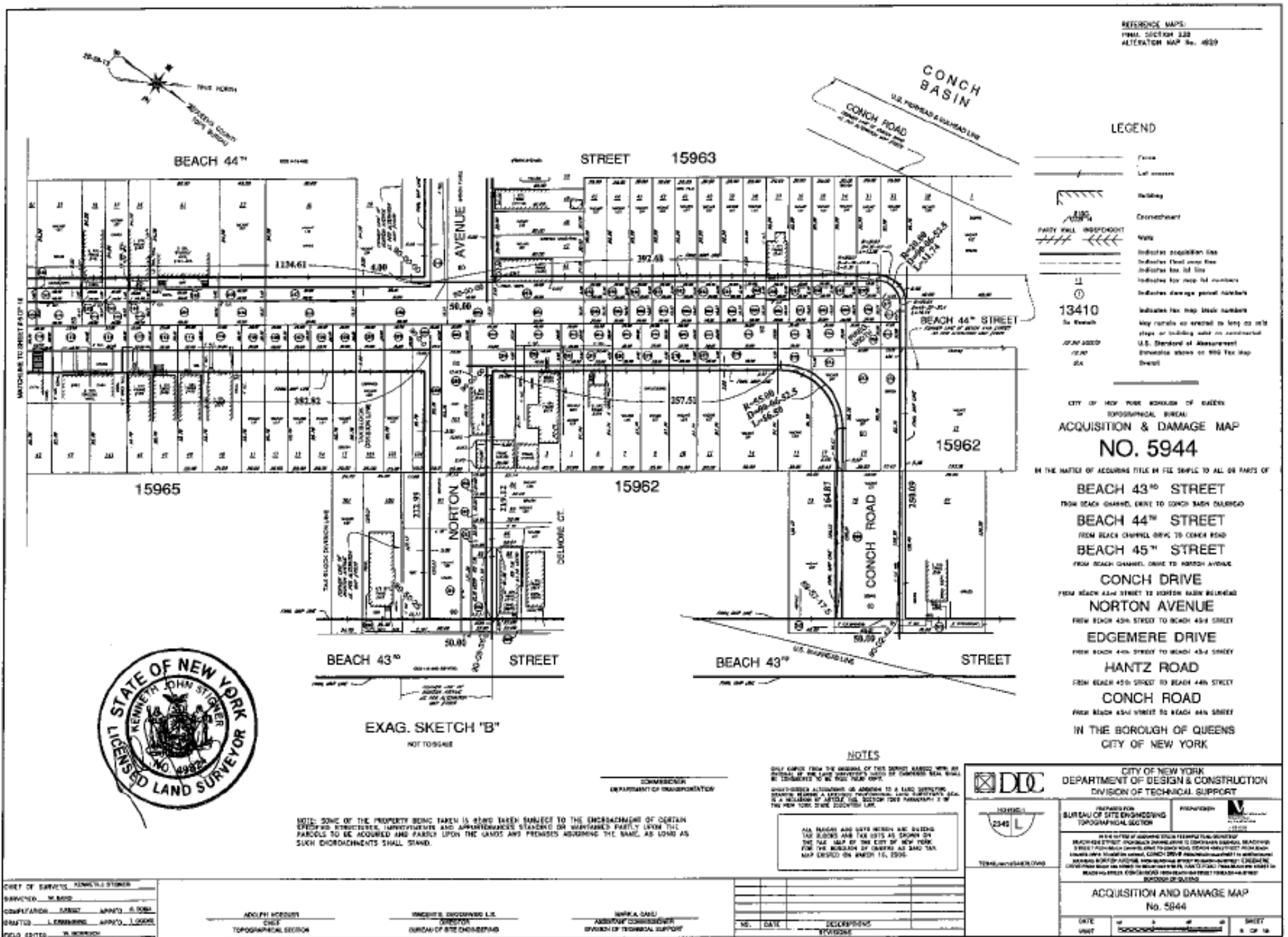
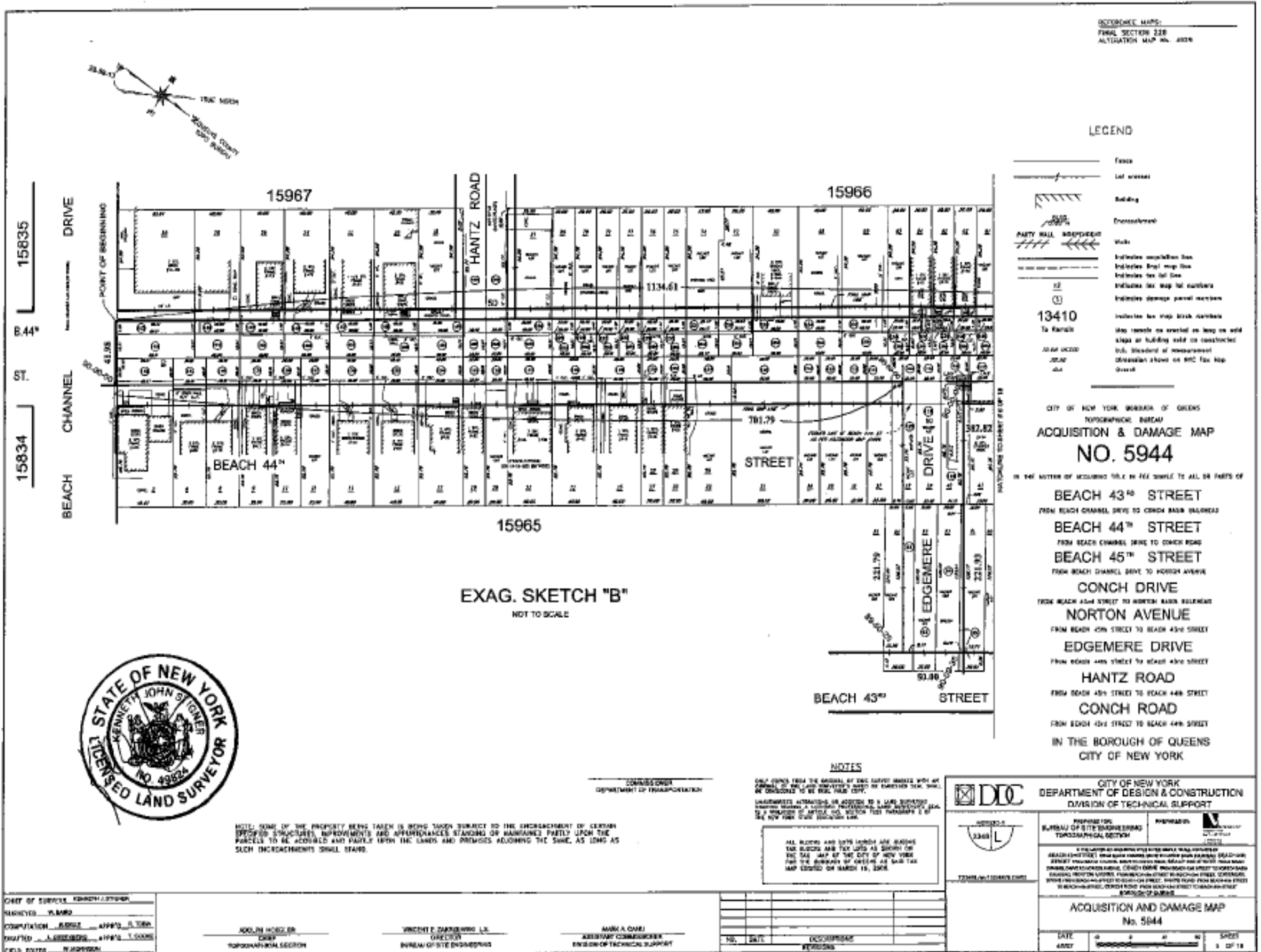
COURT NOTICE MAPS FOR BEACH 43RD STREET ET AL.



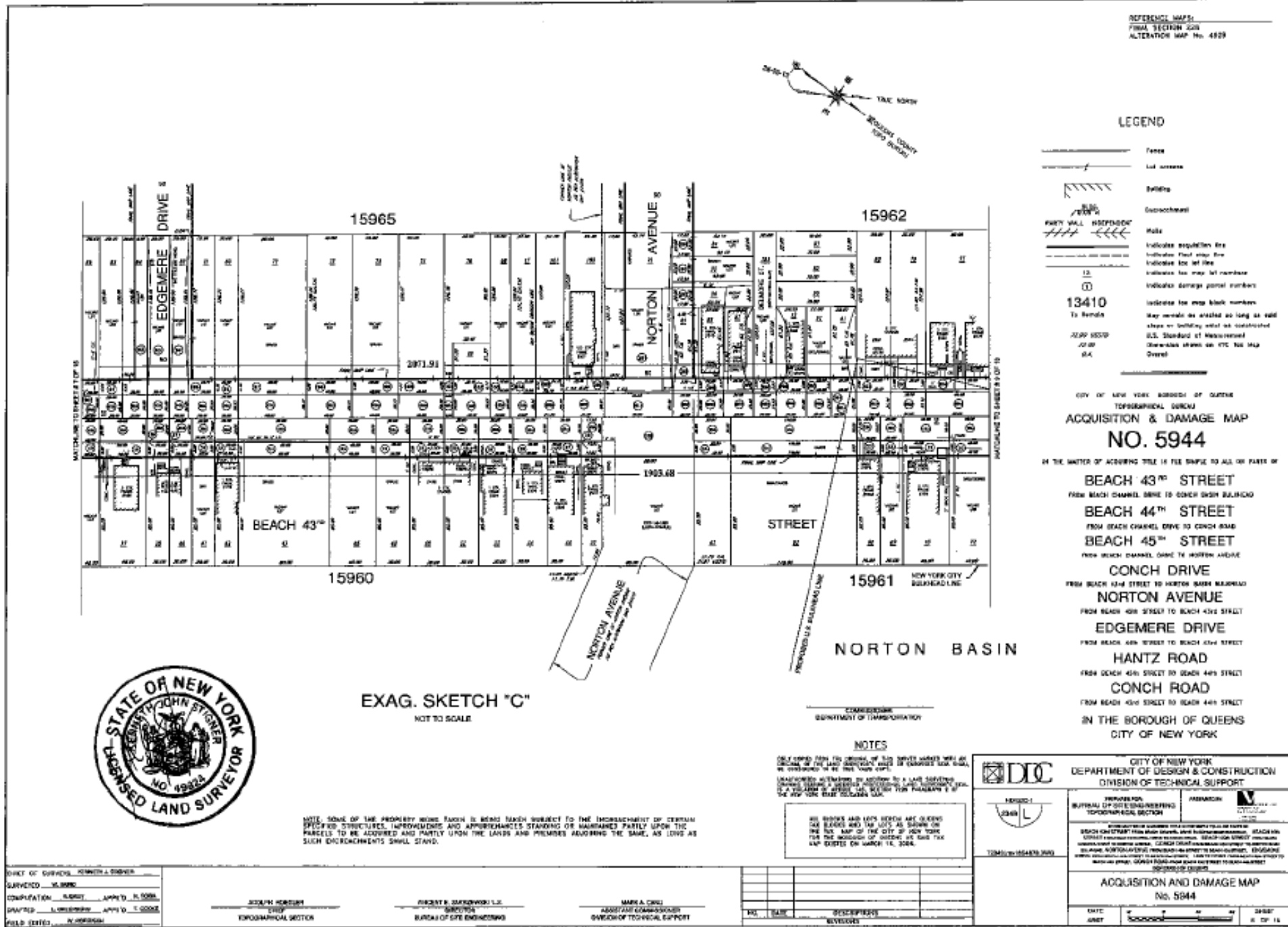
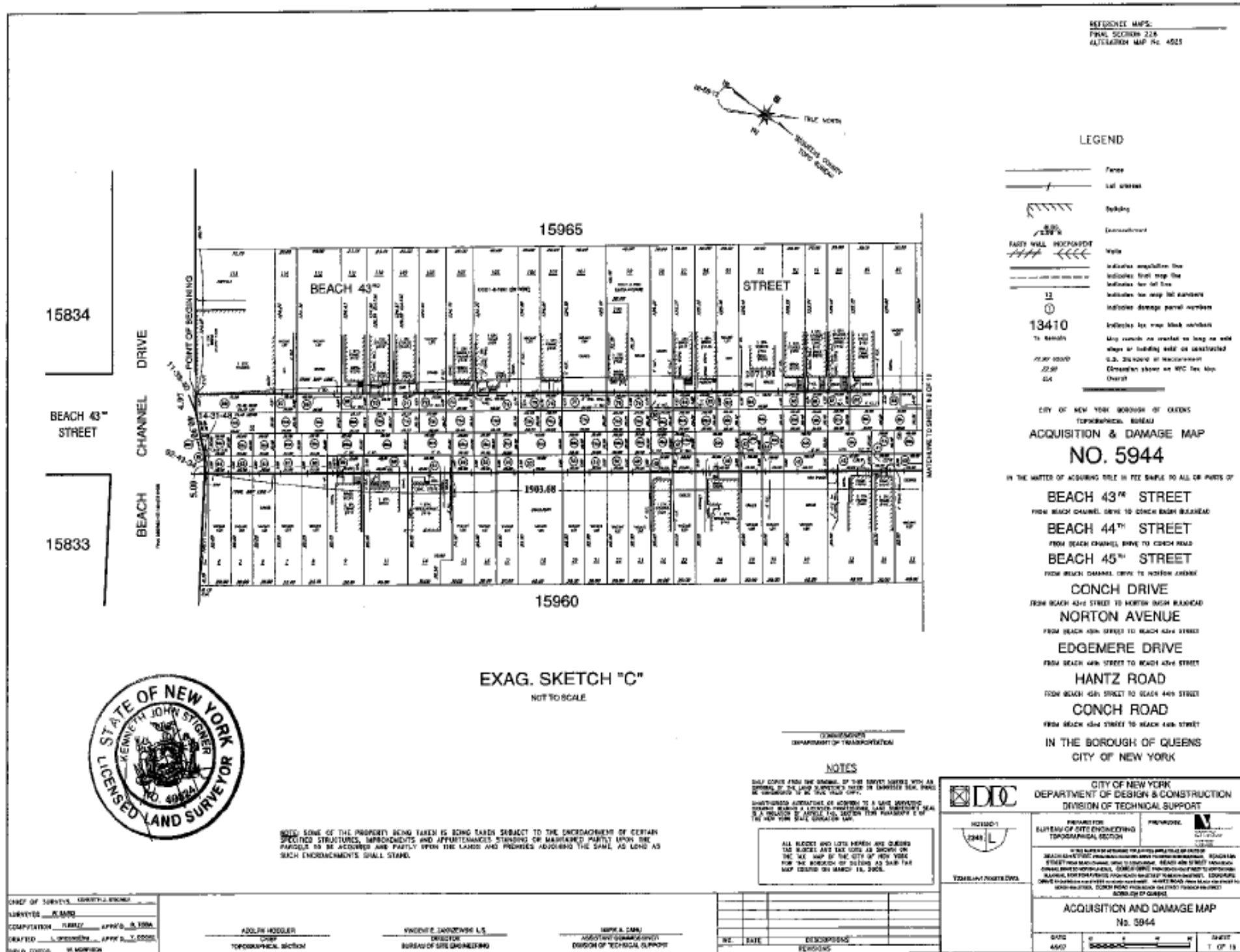
COURT NOTICE MAPS FOR BEACH 43RD STREET ET AL.



COURT NOTICE MAPS FOR BEACH 43RD STREET ET AL.



COURT NOTICE MAPS FOR BEACH 43RD STREET ET AL.



COURT NOTICE MAPS FOR BEACH 43RD STREET ET AL.

REFERENCE MAPS:  
FINAL SECTION 238  
ALTERATION MAP NO. 4829

**LEGEND**

- Parcel
- Lot address
- Building
- Encroachment
- Walls
- Indicates acquisition line
- Indicates front set back
- Indicates lot area
- Indicates storage parcel number
- Indicates lot map block number
- Map details as recorded on map or subdivision
- U.S. Standard of Measurement
- Demonstrate street on STD tax map
- Street

CITY OF NEW YORK BUREAU OF GEODESY  
TOPOGRAFICAL SECTION  
**ACQUISITION & DAMAGE MAP  
NO. 5944**

IN THE MATTER OF ACQUIRING TITLE IN FEE SIMPLE TO ALL OR PARTS OF

- BEACH 43<sup>RD</sup> STREET  
FROM BEACH CHANNEL DRIVE TO CONCH BASIN ROADHEAD
- BEACH 44<sup>TH</sup> STREET  
FROM BEACH CHANNEL DRIVE TO CONCH ROAD
- BEACH 45<sup>TH</sup> STREET  
FROM BEACH CHANNEL DRIVE TO NORTON AVENUE
- CONCH DRIVE  
FROM BEACH 43<sup>RD</sup> STREET TO NORTON BASIN ROADHEAD
- NORTON AVENUE  
FROM BEACH 45<sup>TH</sup> STREET TO BEACH 43<sup>RD</sup> STREET
- EDGEMERE DRIVE  
FROM BEACH 45<sup>TH</sup> STREET TO BEACH 43<sup>RD</sup> STREET
- HANTZ ROAD  
FROM BEACH 45<sup>TH</sup> STREET TO BEACH 44<sup>TH</sup> STREET
- CONCH ROAD  
FROM BEACH 45<sup>TH</sup> STREET TO BEACH 44<sup>TH</sup> STREET

IN THE BOROUGH OF QUEENS  
CITY OF NEW YORK

**COMMISSIONER**  
DEPARTMENT OF TRANSPORTATION

**NOTES**

ONLY COPIES FROM THE OFFICE OF THE COMPTROLLER ARE VALID. ALL OTHER COPIES ARE VOID. THIS MAP SHALL BE CORRECTED BY THE CITY OF NEW YORK.

ALL BOOKS AND LOTS HEREIN ARE CORRECTED TO THE 1<sup>ST</sup> MAP OF THE CITY OF NEW YORK IN THE BOROUGH OF QUEENS AS THE 1<sup>ST</sup> MAP OF THE CITY OF NEW YORK AS RECORDED ON MARCH 18, 2006.

**STATE OF NEW YORK**  
KENNETH JOHN STIGLER  
LICENSED LAND SURVEYOR

NOTE: SOME OF THE PROPERTY BEING TAKEN IS BEING TAKEN SUBJECT TO THE ENCROACHMENT OF CERTAIN SPECIFIC STRUCTURES, IMPROVEMENTS AND APPURTENANCES STANDING OR MAINTAINED PARTLY UPON THE PARCELS TO BE ACQUIRED AND PARTLY UPON THE LANDS AND PREMISES ADJOINING THE SAME, AS LONG AS SUCH ENCROACHMENTS SHALL STAND.

CHIEF OF SERVICE: **TERESA A. STONE**

SUBMITTED BY: **J. SMITH**

COMPUTATION: **DATE: 07/02/08**

DRAWN BY: **DATE: 07/02/08**

SCALE: **DATE: 07/02/08**

**ACQUISITION & DAMAGE MAP  
No. 5944**

**DATE: 04/13/09**

**SHEET 1** OF 18

BLOCK NO.	LOT NO.	REQUIREMENT	AREA IN SQ. FT.	REMARKS	2008-2009				2009-2010				2010-2011				2011-2012				2012-2013					
					2008-2009		2009-2010		2010-2011		2011-2012		2012-2013		2008-2009		2009-2010		2010-2011		2011-2012		2012-2013			
					AVG.	MAX.	AVG.	MAX.	AVG.	MAX.	AVG.	MAX.	AVG.	MAX.	AVG.	MAX.	AVG.	MAX.	AVG.	MAX.	AVG.	MAX.	AVG.	MAX.		
15962	1	REQUIREMENT	100	REMARKS																						

**STATE OF NEW YORK**  
KENNETH JOHN STIGLER  
LICENSED LAND SURVEYOR

NOTE: SOME OF THE PROPERTY BEING TAKEN SUBJECT TO THE ENCROACHMENT OF CERTAIN SPECIFIC STRUCTURES, IMPROVEMENTS AND APPURTENANCES STANDING OR MAINTAINED PARTLY UPON THE PARCELS TO BE ACQUIRED AND PARTLY UPON THE LANDS AND PREMISES ADJOINING THE SAME, AS LONG AS SUCH ENCROACHMENTS SHALL STAND.

CHIEF OF SERVICE: **TERESA A. STONE**

SUBMITTED BY: **J. SMITH**

COMPUTATION: **DATE: 07/02/08**

DRAWN BY: **DATE: 07/02/08**

SCALE: **DATE: 07/02/08**

**ACQUISITION & DAMAGE MAP  
No. 5944**

**DATE: 04/13/09**

**SHEET 1** OF 18



COURT NOTICE MAPS FOR BEACH 43RD STREET ET AL.

REFERENCE MAPS: FINAL SECTION 22B ALLOCATION MAP No. 4929

Main table with columns: BLOCK NO., PART, SERVED OWNERS, AREA IN SQ. FT. (TANGIBLE, REMAINING), REMARKS, and Assessment Valuations for years 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008.

LEGEND

- Legend symbols and descriptions: Fence, Lot corners, Building, Encroachment, Walls, Indicate occupancies line, Indicate front map line, Indicate the size of lots, Includes lot map numbers, Includes design parcel numbers, Includes the map block numbers, May remain as shown as long as not steps or building with or overlain, U.S. Standard of Measurement, Dimension shown in NYC Tax Map Sheet.

CITY OF NEW YORK BUREAU OF GOALS TOPOGRAPHICAL BUREAU ACQUISITION & DAMAGE MAP NO. 5944

IN THE MATTER OF ACQUISITION TITLE IN FEE SIMPLE TO ALL OR PARTS OF

- Beach 43rd Street (From Beach Channel Drive to Beach 44th Street)
Beach 44th Street (From Beach Channel Drive to Beach 45th Street)
Beach 45th Street (From Beach Channel Drive to North Avenue)
Conch Drive (From Beach 43rd Street to North Avenue)
Norton Avenue (From Beach 44th Street to Beach 45th Street)
Edgemere Drive (From Beach 44th Street to Beach 45th Street)
Hantz Road (From Beach 43rd Street to Beach 44th Street)
Conch Road (From Beach 43rd Street to Beach 44th Street)

IN THE BOROUGH OF QUEENS CITY OF NEW YORK

NOTES

ALL RIGHTS AND EASES ARE GRANTED TO THE CITY OF NEW YORK FOR THE PURPOSES OF THIS MAP AS SHOWN ON THE ATTACHED MAP AND AS SET FORTH IN THE SUPPLEMENTAL AGREEMENT TO THIS MAP, BOTH OF WHICH ARE FILED WITH THIS MAP IN THE OFFICE OF THE CITY CLERK.



COMMISSIONER DEPARTMENT OF TRANSPORTATION

NO. DATE REVISIONS



CITY OF NEW YORK DEPARTMENT OF DESIGN & CONSTRUCTION DIVISION OF TECHNICAL SUPPORT ACQUISITION AND DAMAGE MAP No. 5944

NOTE: SOME OF THE PROPERTY BEING TAKEN SUBJECT TO THE ENCROACHMENT OF CERTAIN SPECIFIED STRUCTURES, IMPROVEMENTS AND APPURTENANCES STANDING OR MANTAINED PARTLY UPON THE PARCELS TO BE ACQUIRED AND PARTLY UPON THE LANDS AND PREMISES ADJOINING THE SAME, AS LONG AS SUCH ENCROACHMENTS SHALL STAND.

CHIEF OF SURVEY: BENJAMIN STINGER SURVEYED: W. MAER COMPUTATION: JULIUS AFFRYL APPROVED: JULIUS AFFRYL

RODOLPH HOLLANDER CHIEF TOPOGRAPHICAL SECTION

VICTORIE E. SHAPIROVICH L.S. DIRECTOR BUREAU OF SITE ENGINEERING

MARIA A. DUKU ADJUTANT COMMISSIONER DIVISION OF TECHNICAL SUPPORT

REFERENCE MAPS: FINAL SECTION 23B ALLOCATION MAP No. 4928

Main table with columns: BLOCK NO., PART, SERVED OWNERS, AREA IN SQ. FT. (TANGIBLE, REMAINING), REMARKS, and Assessment Valuations for years 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008.

LEGEND

- Legend symbols and descriptions: Fence, Lot corners, Building, Encroachment, Walls, Indicate occupancies line, Indicate front map line, Indicate the size of lots, Includes lot map numbers, Includes design parcel numbers, Includes the map block numbers, May remain as shown as long as not steps or building with or overlain, U.S. Standard of Measurement, Dimension shown in NYC Tax Map Sheet.

CITY OF NEW YORK BUREAU OF GOALS TOPOGRAPHICAL BUREAU ACQUISITION & DAMAGE MAP NO. 5944

IN THE MATTER OF ACQUISITION TITLE IN FEE SIMPLE TO ALL OR PARTS OF

- Beach 43rd Street (From Beach Channel Drive to Beach 44th Street)
Beach 44th Street (From Beach Channel Drive to Beach 45th Street)
Beach 45th Street (From Beach Channel Drive to North Avenue)
Conch Drive (From Beach 43rd Street to North Avenue)
Norton Avenue (From Beach 44th Street to Beach 45th Street)
Edgemere Drive (From Beach 44th Street to Beach 45th Street)
Hantz Road (From Beach 43rd Street to Beach 44th Street)
Conch Road (From Beach 43rd Street to Beach 44th Street)

IN THE BOROUGH OF QUEENS CITY OF NEW YORK

NOTES

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COMMISSIONER DEPARTMENT OF TRANSPORTATION

NO. DATE REVISIONS



CITY OF NEW YORK DEPARTMENT OF DESIGN & CONSTRUCTION DIVISION OF TECHNICAL SUPPORT ACQUISITION AND DAMAGE MAP No. 5944

NOTE: SOME OF THE PROPERTY BEING TAKEN SUBJECT TO THE ENCROACHMENT OF CERTAIN SPECIFIED STRUCTURES, IMPROVEMENTS AND APPURTENANCES STANDING OR MANTAINED PARTLY UPON THE PARCELS TO BE ACQUIRED AND PARTLY UPON THE LANDS AND PREMISES ADJOINING THE SAME, AS LONG AS SUCH ENCROACHMENTS SHALL STAND.

CHIEF OF SURVEY: BENJAMIN STINGER SURVEYED: W. MAER COMPUTATION: JULIUS AFFRYL APPROVED: JULIUS AFFRYL

RODOLPH HOLLANDER CHIEF TOPOGRAPHICAL SECTION

VICTORIE E. SHAPIROVICH L.S. DIRECTOR BUREAU OF SITE ENGINEERING

MARIA A. DUKU ADJUTANT COMMISSIONER DIVISION OF TECHNICAL SUPPORT

COURT NOTICE MAPS FOR BEACH 43RD STREET ET AL.

REFERENCE MAPS:  
FINAL SECTION 230  
ALTERATION MAP No. 4229

BLK. NO.	BLOCK NO.	REPUTED OWNER	AREA IN SQ. FT.		REMARKS	2007-2008		2008-2009		AS SEEN		VALUATIONS		2008-2009 (CONTINUED)	
			TAKEN	REMAINING		LAND	IMPROV.	LAND	IMPROV.	LAND	IMPROV.	LAND	IMPROV.	LAND	IMPROV.
134	134	...	...	...	...	...	...	...	...	...	...	...	...	...	...

LEGEND

- Parcel
- Lot street
- Building
- Encroachment
- Party wall independent
- Wall
- Indicates acquisition fee
- Indicates lot area
- Indicates lot area
- Indicates design parcel numbers
- 13410
- To Beach
- Map search on website to find by street
- U.S. Standard of Measurement
- Quadrant shown on NYC Tax Map
- Quadrant

CITY OF NEW YORK BUREAU OF TAXES  
ACQUISITION & DAMAGE MAP  
NO. 5944

IN THE MATTER OF ACQUIRING TITLE IN FEE SIMPLE TO ALL OR PARTS OF  
BEACH 43<sup>RD</sup> STREET  
FROM BEACH CHANNEL DRIVE TO CONCH ROAD BULKHEAD  
BEACH 44<sup>TH</sup> STREET  
FROM BEACH CHANNEL DRIVE TO CONCH ROAD  
BEACH 45<sup>TH</sup> STREET  
FROM BEACH CHANNEL DRIVE TO HORTON AVENUE  
CONCH DRIVE  
FROM BEACH 43<sup>RD</sup> STREET TO HORTON BULK HEAD  
NORTON AVENUE  
FROM BEACH 45<sup>TH</sup> STREET TO BEACH 43<sup>RD</sup> STREET  
EDGEMERE DRIVE  
FROM BEACH 43<sup>RD</sup> STREET TO BEACH 45<sup>TH</sup> STREET  
HANTZ ROAD  
FROM BEACH 43<sup>RD</sup> STREET TO BEACH 45<sup>TH</sup> STREET  
CONCH ROAD  
FROM BEACH 43<sup>RD</sup> STREET TO BEACH 45<sup>TH</sup> STREET

IN THE BOROUGH OF QUEENS  
CITY OF NEW YORK

NOTES

ALL RIGHTS AND EASES ARE GRANTED TO THE CITY OF NEW YORK BY THE CITY OF NEW YORK.

STATE OF NEW YORK  
JENNIFER JOHN STIGLER  
LICENSED LAND SURVEYOR

COMMISSIONER  
DEPARTMENT OF TRANSPORTATION

MARK A. GARD  
SUPERVISOR OF TECHNICAL SUPPORT  
BUREAU OF SITE ENGINEERING

CHIEF OF SURVEY, TECHNICAL SECTION  
SURVEYED BY: J. J. ...  
COMPUTATION: J. J. ...  
DRAFTED: J. J. ...  
FIELD EDITOR: J. J. ...

ADOLPH HOFFBERGER  
SUPERVISOR  
BUREAU OF SITE ENGINEERING

VINCENT J. ZAKRZEWSKI, L.S.  
BUREAU OF SITE ENGINEERING

MARK A. GARD  
SUPERVISOR OF TECHNICAL SUPPORT  
BUREAU OF TECHNICAL SUPPORT

DATE: 4/13/09

NO. 5944

ACQUISITION AND DAMAGE MAP  
No. 5944

DATE: 4/13/09

SHEET 15 OF 18

REFERENCE MAPS:  
FINAL SECTION 230  
ALTERATION MAP No. 4229

BLK. NO.	BLOCK NO.	REPUTED OWNER	AREA IN SQ. FT.		REMARKS	2007-2008		2008-2009		AS SEEN		VALUATIONS		2008-2009 (CONTINUED)	
			TAKEN	REMAINING		LAND	IMPROV.	LAND	IMPROV.	LAND	IMPROV.	LAND	IMPROV.	LAND	IMPROV.
134	134	...	...	...	...	...	...	...	...	...	...	...	...	...	...

LEGEND

- Parcel
- Lot street
- Building
- Encroachment
- Party wall independent
- Wall
- Indicates acquisition fee
- Indicates lot area
- Indicates lot area
- Indicates design parcel numbers
- 13410
- To Beach
- Map search on website to find by street
- U.S. Standard of Measurement
- Quadrant shown on NYC Tax Map
- Quadrant

CITY OF NEW YORK BUREAU OF TAXES  
ACQUISITION & DAMAGE MAP  
NO. 5944

IN THE MATTER OF ACQUIRING TITLE IN FEE SIMPLE TO ALL OR PARTS OF  
BEACH 43<sup>RD</sup> STREET  
FROM BEACH CHANNEL DRIVE TO CONCH ROAD BULKHEAD  
BEACH 44<sup>TH</sup> STREET  
FROM BEACH CHANNEL DRIVE TO CONCH ROAD  
BEACH 45<sup>TH</sup> STREET  
FROM BEACH CHANNEL DRIVE TO HORTON AVENUE  
CONCH DRIVE  
FROM BEACH 43<sup>RD</sup> STREET TO HORTON BULK HEAD  
NORTON AVENUE  
FROM BEACH 45<sup>TH</sup> STREET TO BEACH 43<sup>RD</sup> STREET  
EDGEMERE DRIVE  
FROM BEACH 43<sup>RD</sup> STREET TO BEACH 45<sup>TH</sup> STREET  
HANTZ ROAD  
FROM BEACH 43<sup>RD</sup> STREET TO BEACH 45<sup>TH</sup> STREET  
CONCH ROAD  
FROM BEACH 43<sup>RD</sup> STREET TO BEACH 45<sup>TH</sup> STREET

IN THE BOROUGH OF QUEENS  
CITY OF NEW YORK

NOTES

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SHEET 15 OF 18

COURT NOTICE MAPS FOR BEACH 43RD STREET ET AL.

Table with columns: BLOCK NO., LOT NO., AREA IN SQ. FT., REMARKS, and various valuation columns (LAND, IMPROVEMENTS, etc.).

NOTES section containing legal disclaimers and technical specifications regarding the map's accuracy and intended use.

LEGEND and title block for the first map, including 'CITY OF NEW YORK BUREAU OF GEODESY TOPOGRAPHICAL SURVEY' and 'ACQUISITION & DAMAGE MAP NO. 5944'.

Table with columns: BLOCK NO., LOT NO., AREA IN SQ. FT., REMARKS, and various valuation columns (LAND, IMPROVEMENTS, etc.).

NOTES section containing legal disclaimers and technical specifications regarding the map's accuracy and intended use.

LEGEND and title block for the second map, including 'CITY OF NEW YORK BUREAU OF GEODESY TOPOGRAPHICAL SURVEY' and 'ACQUISITION & DAMAGE MAP NO. 5944'.

Table with columns: BLOCK NO., LOT NO., AREA IN SQ. FT., REMARKS, and various valuation columns (LAND, IMPROVEMENTS, etc.).

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LEGEND and title block for the third map, including 'CITY OF NEW YORK BUREAU OF GEODESY TOPOGRAPHICAL SURVEY' and 'ACQUISITION & DAMAGE MAP NO. 5944'.

## READER'S GUIDE

The City Record (CR) is, published each business day and includes notices of proposed New York City procurement actions, contract awards, and other procurement-related information. Solicitation notices for most procurements valued at or above \$100,000 for information technology and for construction and construction related services, above \$50,000 for other services, and above \$25,000 for other goods are published for at least one day. Other types of procurements, such as sole source, require notice in the City Record for five consecutive days. Unless otherwise specified, the agencies and offices listed are open for business Mondays thru Fridays from 9:00 A.M. to 5:00 P.M. except legal holidays.

### NOTICE TO ALL NEW YORK CITY CONTRACTORS

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

New York City's "Burma Law" (Local Law No. 33 of 1997) No Longer to be Enforced. In light of the United States Supreme Court's decision in **Crosby v. National Foreign Trade Council**, 530 U.S. 363 (2000), the City has determined that New York City's Local Law No. 33 of 1997 (codified in Administrative Code Section 6-115 and Charter Section 1524), which restricts City business with banks and companies doing business in Burma, is unconstitutional. This is to advise, therefore, that the language relating to Burma contained in existing New York City contracts may not be enforced.

### CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION RELATED SERVICES

The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in architecture and engineering that has contributed to the City's prestige as a global destination.

### VENDOR ENROLLMENT APPLICATION

New York City procures approximately \$7 billion worth of goods, services, construction and construction-related services every year. The NYC Procurement Policy Board Rules require that agencies primarily solicit from established mailing lists called bidder/proposer lists. To register for these lists-free of charge-, prospective suppliers should fill out and submit the NYC-FMS Vendor Enrollment application.

- Online at <http://nyc.gov/selltonyc>

- To request a hardcopy application, call the Vendor Enrollment Center at (212) 857-1680.

### Attention Existing Suppliers:

Even if you already do business with NYC agencies, be sure to fill out an application. We are switching over to citywide, centralized Bidders Lists instead of the agency-specific lists previously used to issue notices about upcoming contract opportunities. To continue receiving notices of New York City contract opportunities, you must fill out and submit a NYC-FMS Vendor Enrollment application.

If you are uncertain whether you have already submitted an application, call us at (212) 857-1680.

### SELLING TO GOVERNMENT TRAINING WORKSHOP

New and experienced vendors are encouraged to register for a free training course on how to do business with New York City. "Selling to Government" workshops are conducted by the Department of Small Business Services, 110 William Street, New York, NY 10038. Morning and afternoon sessions are convened on the first Tuesday of each month. For more information, and to register, call (212) 618-8845.

### PRE-QUALIFIED LIST

New York City procurement policy permits agencies to develop and solicit from pre-qualified lists of vendors, under prescribed circumstance. When it is decided by an agency to develop a pre-qualified list, criteria for pre-qualification must be clearly explained in the solicitation and notice of the opportunity to pre-qualify for that solicitation must be published in at least five issues of the CR.

Information and qualification questionnaires for inclusion on such list may be obtained directly from the Agency Chief Contracting Officer at each agency, (see Vendor Information Manual). A completed qualification Questionnaire may be submitted to the Chief Contracting Officer at any time, unless otherwise indicated and action (approval or denial) shall be taken by the agency within 90 days from the date of submission. Any denial or revocation of pre-qualified status can be appealed to the Office of Administrative Trials and Hearings, (OATH), Section 3-11 of the Procurement Policy Board Rules describes the criteria for the general use of pre-qualified lists.

### NON-MAYORAL ENTITIES

The following agencies are not subject to Procurement Policy Board rules and do not follow all of the above procedures: City University, Department of Education, Metropolitan Transportation Authority, Health & Hospitals Corporation, Housing Authority. Suppliers interested in applying for inclusion on bidders list should contact these entities directly (see Vendor Information Manual) at the addresses given.

### PUBLIC ACCESS CENTER

The Public Access Center is available to suppliers and the public as a central source for supplier-related information through on-line computer access. The Center is located at 253 Broadway, 9th floor, in lower Manhattan, and is open Monday through Friday from 10:00 A.M to 3:00 P.M. For information, contact the Mayor's Office of Contract Services at (212) 788-0010.

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

Join the growing number of Minority and Women Owned Business Enterprises (M/WBEs) that are competing for New York City's business. In order to become certified for the program, your company must substantiate that it: (1) is at least fifty-one percent (51%) owned, operated and controlled by a minority or woman and (2) is either located in New York City or has a significant tie to New York City's business community. To obtain a copy of the certification application and to learn more about the program, contact the New York City Department of Small Business Services, 110 William Street, 2nd Floor, New York, New York 10038 (212) 513-6311.

### PROMPT PAYMENT

It is the policy of the City of New York to pay its bills promptly. The Procurement Policy Board Rules generally require that the City pay its bills within 30 days after the receipt of a proper invoice. The City now pays interest on all late invoices. The grace period that formerly existed was eliminated on July 1, 2000. However, there are certain types of payments that are not eligible for interest. These are listed in Section 4-06 of the Procurement Policy Board Rules. The Comptroller and OMB determine the interest rate on late payments twice a year, in January and in July.

### PROCUREMENT POLICY BOARD RULES

The Rules may also be accessed on the City Website, <http://nyc.gov/selltonyc>

### COMMON ABBREVIATIONS USED IN THE CR

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

- AB ..... Acceptable Brands List
- AC ..... Accelerated Procurement
- AMT ..... Amount of Contract
- BL ..... Bidders List
- CSB ..... Competitive Sealed Bidding (including multi-step)
- CB/PQ ..... CB from Pre-qualified Vendor List
- CP ..... Competitive Sealed Proposal (including multi-step)
- CP/PQ ..... CP from Pre-qualified Vendor List
- CR ..... The City Record newspaper
- DA ..... Date bid/proposal documents available
- DUE ..... Bid/Proposal due date; bid opening date
- EM ..... Emergency Procurement
- IG ..... Intergovernmental Purchasing
- LBE ..... Locally Based Business Enterprise
- M/WBE ..... Minority/Women's Business Enterprise
- NA ..... Negotiated Acquisition
- NOTICE.... Date Intent to Negotiate Notice was published in CR
- OLB..... Award to Other Than Lowest Responsible & Responsive Bidder/Proposer
- PIN..... Procurement Identification Number
- PPB ..... Procurement Policy Board
- PQ ..... Pre-qualified Vendors List
- RS..... Source required by state/federal law or grant
- SCE ..... Service Contract Short-Term Extension
- DP ..... Demonstration Project
- SS ..... Sole Source Procurement
- ST/FED ..... Subject to State &/or Federal requirements

### KEY TO METHODS OF SOURCE SELECTION

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

- CSB ..... **Competitive Sealed Bidding** (including multi-step)  
*Special Case Solicitations / Summary of Circumstances:*
- CP ..... **Competitive Sealed Proposal** (including multi-step)
- CP/1 ..... Specifications not sufficiently definite
- CP/2 ..... Judgement required in best interest of City
- CP/3 ..... Testing required to evaluate
- CB/PQ/4 ....
- CP/PQ/4 .... **CB or CP from Pre-qualified Vendor List/** Advance qualification screening needed
- DP ..... Demonstration Project
- SS ..... **Sole Source Procurement/**only one source
- RS..... Procurement from a Required Source/ST/FED
- NA ..... Negotiated Acquisition  
*For ongoing construction project only:*
- NA/8 ..... Compelling programmatic needs

- NA/9 ..... New contractor needed for changed/additional work
- NA/10 ..... Change in scope, essential to solicit one or limited number of contractors
- NA/11 ..... Immediate successor contractor required due to termination/default  
*For Legal services only:*
- NA/12 ..... Specialized legal devices needed; CP not advantageous
- WA ..... **Solicitation Based on Waiver/Summary of Circumstances** (Client Services/BSB or CP only)
- WA1 ..... Prevent loss of sudden outside funding
- WA2 ..... Existing contractor unavailable/immediate need
- WA3 ..... Unsuccessful efforts to contract/need continues
- IG ..... **Intergovernmental Purchasing** (award only)
- IG/F ..... Federal
- IG/S ..... State
- IG/O ..... Other
- EM ..... **Emergency Procurement** (award only) An unforeseen danger to:
- EM/A ..... Life
- EM/B ..... Safety
- EM/C ..... Property
- EM/D ..... A necessary service
- AC ..... **Accelerated Procurement/**markets with significant short-term price fluctuations
- SCE ..... **Service Contract Extension/**insufficient time; necessary service; fair price  
*Award to Other Than Lowest Responsible & Responsive Bidder or Proposer / Reason* (award only)
- OLB/a ..... anti-apartheid preference
- OLB/b ..... local vendor preference
- OLB/c ..... recycled preference
- OLB/d ..... other: (specify)

### HOW TO READ CR PROCUREMENT NOTICES

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

Notices of Public Hearings on Contract Awards appear at the end of the Procurement Section. At the end of each Agency (or Division) listing is a paragraph giving the specific address to contact to secure, examine and/or to submit bid or proposal documents, forms, plans, specifications, and other information, as well as where bids will be publicly opened and read. This address should be used for the purpose specified UNLESS a different one is given in the individual notice. In that event, the directions in the individual notice should be followed. The following is a SAMPLE notice and an explanation of the notice format used by the CR.

## SAMPLE NOTICE:

### POLICE

#### DEPARTMENT OF YOUTH SERVICES

#### ■ SOLICITATIONS

*Services (Other Than Human Services)*

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

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
NYPD, Contract Administration Unit, 51 Chambers Street, Room 310, New York, NY 10007. Manuel Cruz (646) 610-5225.

☛ m27-30

ITEM	EXPLANATION
POLICE DEPARTMENT	Name of contracting agency
DEPARTMENT OF YOUTH SERVICES	Name of contracting division
■ SOLICITATIONS	Type of Procurement action
<i>Services (Other Than Human Services)</i>	Category of procurement
BUS SERVICES FOR CITY YOUTH PROGRAM	Short Title
CSB	Method of source selection
PIN # 056020000293	Procurement identification number
DUE 04-21-03 AT 11:00 am	Bid submission due 4-21-03 by 11:00 am; bid opening date/time is the same.
<i>Use the following address unless otherwise specified in notice, to secure, examine-submit bid/proposal documents; etc.</i>	Paragraph at the end of Agency Division listing giving contact information, or submit bid/information or and Agency Contact address
	NYPD, Contract Administration Unit 51 Chambers Street, Room 310 New York, NY 10007. Manuel Cruz (646) 610-5225.
☛	Indicates New Ad
m27-30	Date that notice appears in City Record

### NUMBERED NOTES

**Numbered Notes are Footnotes.** If a Numbered Note is referenced in a notice, the note so referenced must be read as part of the notice. **1.** All bid deposits must be by company certified check or money order made payable to Agency or Company.