



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

QUEENS BOROUGH PRESIDENT

■ PUBLIC HEARINGS

In accordance with Section 241 of the New York City Charter, The Queens Borough Board will hold a public hearing on Wednesday, February 18th, 2009 starting at 9:30 A.M. The hearing will be held in Room 213 in Queens Borough Hall, 120-55 Queens Boulevard, Kew Gardens.

This hearing is to obtain the views and recommendations of the community boards within the borough, residents of the borough and others with substantial interests in the borough on the proposals contained in the preliminary budget and on the capital and service needs of the borough.

Those wishing to testify can register to speak by calling (718) 286-2900 between the hours of 9:00 A.M. and 5:00 P.M. until Monday, February 16th at 5:00 P.M. After that time, speakers will be added to the end of the list, on a first come first served basis. Thirty copies of your written testimony must be provided at the time of the hearing.

f9-18

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Borough President of Queens, Helen Marshall, on Thursday, February 19, 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 11 - BSA #303-08 BZ - IN THE MATTER of an application submitted by Carl A. Sulfaro, Esq on behalf of Luciano Calandra pursuant to Section 11-411 of the NYC Zoning Resolution, to reopen and extend the term of variance which expired on March 5, 2002 allowing for the continued operation of an existing gasoline station with accessory uses in an C2-2/R5-B district located at **34-67 Francis Lewis Boulevard**, Block 6077, Lot 43, Zoning Map 10c, Bayside, Borough of Queens.

CD 7 and 11 - ULURP #090281 ZMQ - IN THE MATTER of an application submitted by the Department of City Planning pursuant to Section 197-c of the New York City Charter to contextually rezone all or portions of two hundred fifty seven (257) blocks, **generally bounded by Union Street to the west, the Clearview Expressway and Francis Lewis Boulevard to the east, 25th Avenue to the north and**

Northern Boulevard and Depot Road to the south and a small area located north of Powell's Cove Boulevard on the east side of 159th Street in Beechhurst to the north of North Flushing, zoning maps 7d, 10a and 10c, North Flushing and Beechhurst, Borough of Queens.
(Related item: ULURP #N090252 ZRY)

Citywide - ULURP #N090252 ZRY - IN THE MATTER of an application submitted by the Department of City Planning pursuant to Section 197-c of the New York City Charter for zoning text amendments to the NYC Zoning Resolution to establish a new R1-2A district that would require the same single-family detached housing type as currently required under R1-2 district regulations but with revised floor area exemptions, front yard setbacks, lot coverage, and height regulations. (Related item: ULURP #090281 ZMQ)

f13-19

CITY COUNCIL

■ PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Council has scheduled the following public hearings on the matters indicated below:

The Subcommittee on Zoning and Franchises will hold a public hearing on the following matters in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 9:30 A.M. on Monday, February 23, 2009:

HORUS CAFÉ

MANHATTAN CB - 3 20085198 TCM
Application pursuant to Section 20-225 of the Administrative Code of the City of New York, concerning the petition of El Sayed I Corp., d/b/a Horus Café, to construct, maintain and operate an enclosed sidewalk café at 93 Avenue B a.k.a. 601 East 6th Street.

CIAO

MANHATTAN CB - 2 20085471 TCM
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Gallo Nero, Inc., d/b/a Ciao, to establish, maintain and operate an unenclosed sidewalk café at 185 Bleecker Street.

HELL'S KITCHEN

MANHATTAN CB - 4 20085645 TCM
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Gallo Nero, Inc., d/b/a Hell's Kitchen, to continue to maintain and operate an unenclosed sidewalk café at 523 9th Avenue.

SHOPS AT GATEWAY

BROOKLYN CB - 5 C 080051 ZSK
Application submitted by Morgan B. Realty, LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-922 of the Zoning Resolution to allow the development of large retail establishments (Use Group 6 and 10A uses) with no limitation on floor area on property located at 830 Fountain Avenue

(Block 4452, Lot 425), in an M1-1 District.

SPECIAL FOREST HILLS DISTRICT

QUEENS CB - 6 C 090104 ZMQ

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:

- eliminating from within an existing R7-1 District a C1-2 District bounded by Austin Street, Ascan Avenue, the northeasterly boundary line of the Long Island Rail Road right-of-way, and the southwesterly centerline prolongation of 72nd Road;
- changing from an R7-1 District to an R5D District property bounded by Austin Street, Ascan Avenue, the northeasterly boundary line of the Long Island Rail Road right-of-way, and the southwesterly centerline prolongation of 72nd Road;
- changing from a C4-2 District to an R5D District property bounded by Austin Street, the southwesterly centerline prolongation of 72nd Road, the northeasterly boundary line of the Long Island Rail Road right-of-way, and the southwesterly prolongation of a line midway between 70th Road and Continental Avenue-71st Avenue;
- changing from a C8-2 District to an R5D District property bounded by Austin Street, the southwesterly prolongation of a line midway between 70th Road and Continental Avenue-71st Avenue, the northeasterly boundary line of the Long Island Rail Road right-of-way, and Yellowstone Boulevard;
- changing from an C4-2 District to a C4-4A District property bounded by a line 240 feet northeasterly of Austin Street, 72nd Road, Austin Street, and a line midway between 70th Road and Continental Avenue-71st Avenue;
- changing from an C8-2 District to a C4-4A District property bounded by a line 240 feet northeasterly of Austin Street, a line midway between 70th Road and Continental Avenue-71st Avenue, Austin Street, and 70th Avenue;
- changing from an R7-1 District to a C4-5X District property bounded by Queens Boulevard, 72nd Road, a line 100 feet southwesterly of Queens Boulevard, and a line midway between 71st Road and 72nd Avenue;
- changing from a C4-2 District to a C4-5X District property bounded by Queens Boulevard, a line midway between 71st Road and 72nd Avenue, a line 100 feet southwesterly of Queens Boulevard, 72nd Road, a line 240 feet northeasterly of Austin Street, a line midway between 70th Road and Continental Avenue-71st Avenue, a southwesterly service road of Queens Boulevard and its northeasterly centerline prolongation, and 70th Road.
- changing from a C8-2 District to a C4-5X District property bounded by Yellowstone Boulevard, a southwesterly service road of Queens Boulevard and its northeasterly centerline prolongation, a line midway between 70th Road and Continental Avenue-71st Avenue, a line 240 feet northeasterly of Austin Street, 70th Avenue, and Austin Street;
- establishing within a proposed R5D District a C2-3 District bounded by Austin Street, Ascan Avenue, the northeasterly boundary line of the Long Island Rail Road right-of-way, and Yellowstone Boulevard; and
- establishing a Special Forest Hills District ("FH")

bounded by Yellowstone Boulevard, a southwesterly service road of Queens Boulevard, 70th Road, Queens Boulevard, 72nd Road, Austin Street, Ascan Avenue; and the northeasterly boundary line of the Long Island Rail Road right-of-way.

as shown on a diagram (for illustrative purposes only), dated September 22, 2008 and which includes CEQR Designation E-222.

SPECIAL FOREST HILLS DISTRICT

QUEENS CB - 6 N 090103 ZRQ

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, creating the Special Forest Hills District in Article VIII, Chapter 6, and amending related sections of the Zoning Resolution,

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

ARTICLE I GENERAL PROVISIONS

* * *

11-12 Establishment of Districts

* * *

Establishment of the Special Forest Hills District

In order to carry out the special purposes of this Resolution as set forth in Article VIII, Chapter 6, the Special Forest Hills District is hereby established.

Establishment of the Special Garment Center District

* * *

12-10 DEFINITIONS

* * *

Special Forest Hills District

The "Special Forest Hills District" is a Special Purpose District designated by the letters "FH" in which special regulations set forth in Article VIII, Chapter 6, apply. The #Special Forest Hills District# appears on the #zoning maps# superimposed on other districts and its regulations supersede, supplement and modify those of the districts upon which it is superimposed.

Special Garment Center District

* * *

Chapter 3 Sidewalk Cafe Regulations

* * *

14-44 Special Zoning Districts Where Certain Sidewalk Cafes Are Permitted

#Enclosed# or #unenclosed sidewalk cafes# shall be permitted, as indicated, in the following special zoning districts, where allowed by the underlying zoning. #Small sidewalk cafes#, however, may be located on #streets# or portions of #streets# within special zoning districts pursuant to the provisions of Section 14-43 (Locations Where Only Small Sidewalk Cafes Are Permitted).

* * *

Table with 3 columns: Queens, #Enclosed Sidewalk Cafe#, #Unenclosed Sidewalk Cafe#. Rows for Forest Hills District* and Downtown Jamaica District.

*#Sidewalk cafes# are not allowed on Austin Street

* * *

Article VIII, Chapter 6, (86-00) is new text; it is not underlined

* * *

ARTICLE VIII SPECIAL PURPOSE DISTRICTS

* * *

Chapter 6 Special Forest Hills District

86-00 GENERAL PURPOSES

The "Special Forest Hills District" established in this Resolution is designed to promote and protect the public health, safety, general welfare and amenity of Forest Hills. The general goals include, among others, the following specific purposes:

- (a) to ensure that the form of new buildings is compatible with and relates to the built character of the Forest Hills neighborhood;
(b) to preserve, protect and promote the special character of Austin Street as a regional shopping destination;
(c) to create a graduated transition from the lower-scale character of Austin Street to the higher-scale character of Queens Boulevard;

- (d) to support a broad and vibrant mix of commercial and residential uses throughout the Special District
(e) to enhance the pedestrian setting of Austin Street through appropriate ground floor uses and structural requirements;
(f) to promote the most desirable use of land and thus conserve and enhance the value of land and buildings, and thereby protect the City's revenue.

86-01 Definitions

Special Forest Hills District

The "Special Forest Hills District" is a Special Purpose District designated by the letters "FH" in which special regulations set forth in Article VIII, Chapter 6, apply. The #Special Forest Hills District# appears on the #zoning maps# superimposed on other districts and its regulations supersede, supplement and modify those of the districts upon which it is superimposed.

86-02 General Provisions

In harmony with the general purposes of this Resolution and in accordance with the provisions of the #Special Forest Hills District#, the regulations of this Chapter shall apply to all #developments#, #enlargements#, alterations and changes of #use# within the Special District. Unless modified by the particular provisions of the Special District, the regulations of the underlying zoning districts shall remain in effect. In the event of a conflict between the provisions of this Chapter and other regulations of this Resolution, the provisions of this Chapter shall control.

Any special permit granted by the Board of Standards and Appeals before [Effective Date of this amendment], may be started or continued, in accordance with the terms thereof, or as such terms may be subsequently modified, pursuant to the regulations in effect at the time such special permit was granted, subject to the provisions of Sections 11-42 (Lapse of Authorization or Special Permit Granted by the City Planning Commission Pursuant to the 1961 Zoning Resolution) and 11-43 (Renewal of Authorization or Special Permit).

86-03 District Plan and Maps

The regulations of this Chapter are designed to implement the District Plan for the #Special Forest Hills District#. The District Plan includes the map of the #Special Forest Hills District#, which is set forth in the Appendix to this Chapter and is hereby incorporated as part of this Resolution for the purpose of specifying locations where the special regulations and requirements set forth in this Chapter apply.

86-04 Applicability of Article I

Within the #Special Forest Hills District#, Section 11-15 (Environmental Requirements) shall apply, except that prior to issuing a building permit for any #development#, or for an #enlargement#, #extension# or a change of #use#, on a lot that has an (E) designation for hazardous material contamination, noise or air quality, the Department of Buildings shall be furnished with a report from the Department of Environmental Protection (DEP) of the City of New York stating:

- (a) in the case of an (E) designation for hazardous material contamination, that environmental requirements related to the (E) designation have been met for that lot; or
(b) in the case of an (E) designation for noise or air quality, that the plans and drawings for such #development# or #enlargement# will result in compliance with the environmental requirements related to the (E) designation

86-10 SPECIAL USE REGULATIONS

86-11 Ground Floor Uses Along Designated Streets

Along the portions of Austin Street and 71st Avenue specified on the map in the Appendix to this Chapter as Special Retail Continuity Streets, #uses# located on the ground floor level or within five feet of #curb level#, and within 30 feet of the #street wall#, shall be limited to #commercial# or #community facility uses# permitted by the underlying district and the provisions of Section 86-12 (Modification of Uses on Austin Street).

The #street# frontage of a #development# or #enlargement# shall be allocated exclusively to such #uses#, except for lobby space, entryways or entrances to subway stations and #accessory# parking spaces. In no event shall the length of #street# frontage occupied by lobby space exceed, in total, 40 feet or 25 percent of the building's total #street# frontage, whichever is less.

86-12 Modification of Uses Along Austin Street

The #use# regulations in the #Special Forest Hills District# shall be modified to permit Use Groups 10A, 10C, 12A, 12B, 12D and 12E within C2 Districts fronting on Austin Street.

The provisions of Section 32-423 (Limitation on ground floor location) shall not apply to #uses# located along Austin Street.

86-13 Location of Uses in Mixed Buildings

The provisions of Section 32-422 (Location of floors occupied by non-residential uses) are modified to permit #residential uses# on the same #story# as a non-#residential use# provided no access exists between such #uses# at any level containing #residences# and provided any non-#residential uses# are not located directly over any #residential uses#.

Such non-#residential uses#, however, may be located over a #residential use# by authorization of the City Planning Commission upon a finding that there is sufficient separation of #residential uses# from non-#residential uses# within the #building#.

86-14 Transparency Requirements

The ground floor #street wall# bounding any #commercial# or #community facility use#, other than a #school#, shall be glazed with transparent materials which may include show windows, glazed transoms or glazed portions of doors.

For such #community facility uses#, the glazed area shall occupy at least 50 percent of the area of each such ground floor #street wall# measured to a height of 10 feet above the level of the adjoining sidewalk or public access area.

For #commercial uses#, such glazed area shall occupy at least 70 percent of the area of each such ground floor #street wall# measured to a height of 10 feet above the level of the adjoining sidewalk or public access area. Not less than 50 percent of such area shall be glazed with transparent materials and up to 20 percent of such area may be glazed with translucent materials.

86-15 Security Gates

For all #commercial# or #community facility uses# located on the ground floor of a #development# or #enlargement# within the #Special Forest Hills District#, any security gates installed after (date of enactment) that are swung, drawn or lowered to secure commercial or community facility premises shall, when closed, permit visibility of at least 75 percent of the area covered by such gate when viewed from the #street# or any publicly accessible area, except that this provision shall not apply to entrances or exits to parking garages.

86-20 SPECIAL BULK REGULATIONS

The applicable bulk regulations of the underlying districts shall apply within the #Special Forest Hills District#, except as modified by this Section, inclusive.

86-21 Special Floor Area Regulations in C4-5X Districts

In C4-5X Districts within the #Special District#, the underlying #floor area ratio# for #commercial uses# shall not apply. In lieu thereof, the provisions of Section 33-122 (Commercial buildings in all other Commercial Districts) shall be modified to permit a maximum #floor area ratio# of 5.0.

86-22 Waiver for Rear Yards

No rear yards shall be required for any #commercial# or #community facility use# permitted within a C2-3 District in the #Special Forest Hills District#.

86-23 Height and setback regulations

#Developments# and #enlargements# within the Special District shall comply with the height and setback regulations of Section 35-24 (Special Street Wall Location and Height and Setback Regulations in Certain Districts), except as modified by this Section.

- (a) In C4-4A Districts

For #developments# or #enlargements# within the C4-4A District, the maximum base height of the #street wall# shall be 60 feet.

The maximum height of a #building# within the C4-4A District shall be 70 feet.

- (b) In C4-5X Districts

For #developments# or #enlargements# within the C4-5X District west of 70th Road, the minimum base height of the #street wall# shall be 40 feet and the maximum base height of the #street wall# shall be 60 feet.

The maximum height of a #building# within the C4-5X District shall be 150 feet, except that the maximum height for #buildings# or portions of #buildings# on #zoning lots# located wholly or partly within 60 feet of the northerly side of Austin Street between Yellowstone Boulevard and 70th Avenue, shall be 80 feet.

All heights shall be measured from the #base plane#.

86-30 SPECIAL PERMIT TO MODIFY USE OR BULK REGULATIONS

For any #development#, #enlargement#, alteration or change of #use# on a #zoning lot# within the #Special Forest Hills District#, the City Planning Commission may permit

modification of the #use# or #bulk# regulations, other than #floor area ratio# provisions, provided the Commission shall find that such:

- (a) modification will aid in achieving the general purposes and intent of the Special District;
- (b) #use# modification will encourage a lively pedestrian environment along Austin Street;
- (c) modification is the only practicable way to achieve the programmatic requirements of the #development#;
- (d) modification will enhance the distribution of #bulk# on the #zoning lot#;
- (e) modification of #bulk# will permit adequate access of light and air to surrounding #streets# and properties; and
- (f) #development# or #enlargement# will relate harmoniously to the character of the surrounding area.

The Commission may prescribe appropriate conditions and safeguards to minimize adverse effects on the character of the surrounding area.

**86-40
SPECIAL OFF-STREET PARKING AND LOADING REGULATIONS**

The applicable parking and loading regulations of the underlying districts shall apply within the #Special Forest Hills District#, except as modified by this Section, inclusive.

**86-41
Parking Regulations for Commercial Uses**

For all #commercial uses# located within the #Special Forest Hills District# in parking requirement category (PRC) A, B, B1 or C, the requirements of Section 36-21 (General Provisions) pertaining to the number of #accessory# off-street parking spaces required for each type of #use# shall be modified to provide one parking space per 400 square feet of #floor area# for all such #uses#.

In the Special District, hotels (PRC-H) shall be required to provide one parking space per 12 guest rooms or suites, or one parking space per 12 persons rated capacity, whichever is greater. Places of assembly (PRC-D) shall be required to provide one parking space per 12 persons rated capacity.

**86-42
Location of Off-Site Accessory Parking Spaces for Residences**

The applicable regulations for the location of permitted or required off-site #accessory# parking spaces for #residential uses# in Sections 36-42 (Off-Site Spaces for Residences) and 36-421 (Maximum distance from zoning lot) shall not apply in the #Special Forest Hills District#. In lieu thereof, such off-site parking spaces, which are #accessory# to a #residential use#, may also be located on any #zoning lot# within the Special District other than the #zoning lot# to which they are #accessory#.

**86-43
Modification of Parking Requirement Waivers**

The waiver provisions of Article III, Chapter 6 (Accessory Off-Street Parking and Loading Regulations), inclusive, shall be modified within the #Special Forest Hills District#, as follows:

- (a) For any new #residential development# or #enlargement# in the Special District, the waiver modification provisions set forth in Section 36-362 (For new developments or enlargements in other C1 or C2 Districts or in C4, C5 or C6 Districts), inclusive, shall not apply. In lieu thereof, the total number of #accessory# off-street parking spaces required in Section 36-30 (REQUIRED ACCESSORY OFF-STREET PARKING SPACES FOR RESIDENCES WHEN PERMITTED IN COMMERCIAL DISTRICTS), inclusive, shall be waived if the number of spaces for all #uses# on the #zoning lot#, required by the applicable regulations of Section 36-30, inclusive, is five spaces or fewer.

For any #commercial# or #community facility use# permitted in the Special District, the modification waiver provisions for a C4-4 or C4-5 District set forth in Section 36-232 (In districts with very low parking requirements) shall not apply. In lieu thereof, the total number of #accessory# off-street parking spaces required in Section 36-21 (General Provisions) shall be waived if the number of spaces for all #uses# on the #zoning lot#, required by the regulations of Section 36-21, is fewer than 40 spaces.

- (b) The provisions of Sections 36-342 (Reduced requirements in other C1 or C2 Districts or in C4, C5 or C6 Districts) and 36-344 (Waiver of requirements in other C1 or C2 Districts or in C4, C5 or C6 Districts) shall not apply in the #Special Forest Hills District#.
- (c) Within the #Special Forest Hills District#, the provisions of paragraph (a) of this Section and Sections 36-23 (Waiver of Requirements for Spaces Below Minimum Number) and 36-36 (Waiver of Requirements for Small Number of Spaces) shall apply only to #zoning lots# existing both on (date of amendment) and on the date of application for a building permit.

**86-44
Location of Access to the Street**

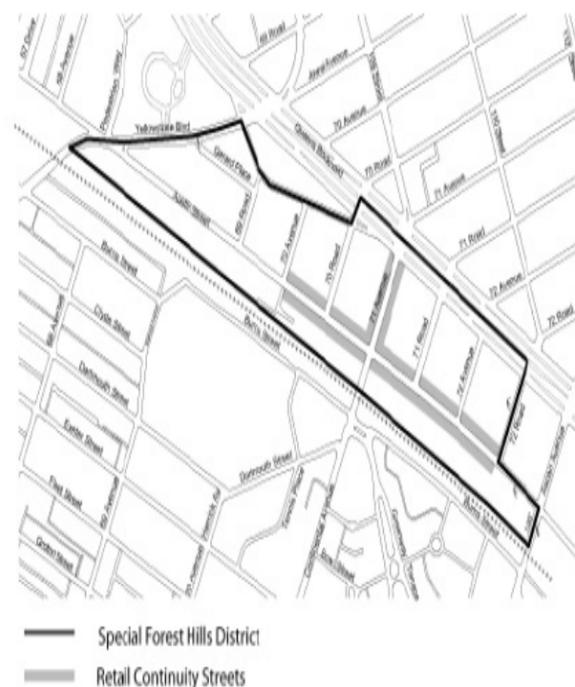
The waiver provisions of Article III, Chapter 6 (Accessory Off-Street Parking and Loading Regulations), pertaining to location of access shall be modified within the #Special Forest Hills District#, as follows:

Curb cuts for permitted or required #accessory# off-street parking and loading spaces along Austin Street from 70th Avenue to Ascan Avenue and along 71st Avenue from Austin Street to Queens Boulevard, as shown on the map in the Appendix to this Chapter, shall not be allowed. The Chairperson of the City Planning Commission, however, may certify to the Commissioner of Buildings that such #zoning lot# has access only to such prohibited location and that a curb cut in that location would not be hazardous to traffic safety and would, if granted, be no wider than 20 feet.

An application for certification respecting such curb cut shall be accompanied by a site plan drawn to a scale of at least one sixteenth inch to a foot, showing the size and location of the proposed curb cut.

The Commissioner may refer such matter to the Department of Transportation, or its successor, for a report and may base the determination on such report.

Appendix
Special Forest Hills District



CITY UNIVERSITY

■ PUBLIC HEARINGS

Notice of the Board of Trustees Annual Borough Public Hearing on Monday, March 9, 2009, 5:00 P.M., at the College of Staten Island, 2800 Victory Boulevard, Center for the Arts - Recital Hall, Staten Island, NY 10314.

☛ f17

CITY PLANNING COMMISSION

■ PUBLIC HEARING

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, February 18, 2009, commencing at 10:00 A.M.

BOROUGH OF BROOKLYN No. 1

THE GARVEY

CD 3 C 090141 HAK
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of property located at 1598, 1600, and 1602 Fulton Street (Block 1699, Lots 26-28), Site 17D of the Fulton Park Urban Renewal Area, as an Urban Development Action Area; and
 - b) an Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer selected by HPD;

to facilitate development of a mixed-use building, tentatively known as the Garvey, with approximately 78 residential units, and commercial space to be developed under the Department of Housing Preservation and Development's Cornerstone Program.

No. 2 THE BRADFORD

CD 3 C 090142 HAK
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of property located at 1560 Fulton Street (Block 1699, Lot 7), Site 17A of the Fulton Park Urban Renewal Area; 1562, 1564, and 1566 Fulton Street (Block 1699, Lots 8-10); 1568, 1570, 1572, 1574, and 1576 Fulton Street (Block 1699, Lots 11-15), Site 17B of the Fulton Park Urban Renewal Area; and 43 Albany Street (Block 1699, Lot 6), as an Urban Development Action Area; and
 - b) an Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of property located at 1560 Fulton Street (Block 1699, Lot 7), Site 17A of the Fulton Park Urban Renewal Area; and 1568, 1570, 1572, 1574, and 1576 Fulton Street (Block 1699, Lots 11-15), Site 17B of the Fulton Park Urban Renewal Area, to a developer selected by HPD;

to facilitate development of a mixed-use building, tentatively known as the Bradford, with approximately 96 residential units and commercial space.

No. 3 354 CLARKSON AVENUE

CD 17 C 070396 ZMK
IN THE MATTER OF an application submitted by ESP Group LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 17b:

1. changing from an M1-1 District to an R7A District property bounded by Clarkson Avenue, a line 100 feet westerly of New York Avenue, a line midway between Clarkson Avenue and Lenox Avenue, and a line 100 feet easterly of Nostrand Avenue; and
2. establishing within the proposed R7A District a C2-4 District bounded by Clarkson Avenue, a line 100' westerly of New York Avenue, a line midway between Clarkson Avenue and Lenox Avenue, and a line 100 feet easterly of Nostrand Avenue;

as shown on a diagram (for illustrative purposes only) dated November 17, 2008.

No. 4

FLATLANDS INDUSTRIAL SITE 1

CD 18 C 090164 PPK
IN THE MATTER OF an application submitted by the New York City Department of Citywide Administrative Services (DCAS), pursuant to Section 197-c of New York City Charter, for the disposition of one (1) city-owned property located at 1145 Rockaway Avenue (Block 3644, Lot 210) pursuant to zoning.

BOROUGH OF MANHATTAN

No. 5

LOWER EAST SIDE GIRL'S CLUB

CD 3 N 090252 HAM
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of property located at 400-402 East 8th Street; 103, 101, and 97-99 Avenue D; 281 and 279 East 7th Street (Block 377, Lots 35, 41-43, and 47-48), as an Urban Development Action Area; and
 - b) an Urban Development Action Area Project for such area;

to facilitate the development of a 12-story mixed-use building, tentatively known as Lower East Side Girls Club, with approximately 78 residential units, retail and community facility space.

No. 6

150 AMSTERDAM AVENUE ZONING CHANGE

CD 7 C 090132 ZMM
IN THE MATTER OF an application submitted by 150 Amsterdam Avenue Holdings, LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 8c, by establishing within an existing R8 District a C2-5 District bounded by a line 230 feet northerly of West 66th Street, Amsterdam Avenue, West 66th Street and a line 100 feet westerly of Amsterdam Avenue, as shown on a diagram (for illustrative purposes only) dated November 17, 2008.

BOROUGH OF STATEN ISLAND

Nos. 7 & 8

121ST POLICE PRECINCT

No. 7

CD 1 C 080106 ZSR
IN THE MATTER OF an application submitted by the Police Department and the Department of Citywide Administrative Services pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-67 of the Zoning Resolution as follows:

- a. to allow a police station to be located in a residence district; and
- b. to allow the applicable district bulk regulations for community facility buildings as set forth in Article II, Chapter 4 to apply to a proposed building;

to facilitate the development of a police station, on property located at 970 Richmond Avenue (Block 1704, Lot 1), in an R3-2 District.

Plans for this proposal are on file with the City Planning Commission and may be seen in Room 3N, 22 Reade Street, New York, NY, 10007.

No. 8

CD 1 C 080107 PSR

IN THE MATTER OF an application submitted by the Police Department and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter for the site selection of property located at 970 Richmond Avenue (Block 1704, Lot 1) for use as a police precinct station house.

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

f4-18

CITY PLANNING

■ NOTICE

NOTICE OF PUBLIC HEARING ON THE DRAFT ENVIRONMENTAL IMPACT STATEMENT (CEQR No. 05DCP020M)

Fordham University Lincoln Center Master Plan

Project Identification	Lead Agency
CEQR No. 05DCP020M	City Planning Commission
ULURP Nos. 050260 ZSM,	22 Reade Street, Room 1W
050269 ZSM, 050271 ZSM,	New York, New York 10007
090173 ZSM, N 090170 ZRM,	
N 090171 ZAM, N 090172 ZAM	
SEQRA Classification: Type I	

Contact Person

Robert Dobruskin, AICP, Director, 212-720-3423
Environmental Assessment and Review Division
New York City Department of City Planning

The City Planning Commission, acting as lead agency, issued

a Notice of Completion on November 17, 2008 for a Draft Environmental Impact Statement (DEIS) for the proposed Fordham University Lincoln Center Master Plan in accordance with Article 8 of the Environmental Conservation Law. A public hearing on the DEIS will be held on Wednesday, March 4th, 2009 at 10:00 A.M. in Spector Hall, at the Department of City Planning located at 22 Reade Street, New York, New York 10007. Please note that although the City Planning Commission regularly scheduled public hearing on that date will start at 9:00 A.M., the hearing specific to the above referenced action will start no earlier than 10:00 A.M. Comments are requested on the DEIS and will be accepted until Monday, March 16, 2009.

Fordham University has developed a Master Plan to provide about 2.35 million square feet of additional gross floor area at its Lincoln Center campus on the Upper West Side of Manhattan. The campus occupies a superblock bounded by Columbus and Amsterdam Avenues and West 60th and West 62nd Streets immediately south of Lincoln Center for the Performing Arts. The proposed campus development would include 1,607,460 gross square feet of additional academic and dormitory space. The Master Plan would also provide for about 736,504 gross square feet of new residential space (in two buildings on the northwest and southwest corners of the superblock to be built by private developers). In addition, accessory parking totaling approximately 470 spaces would be provided in below-grade parking garages. Entrances to the parking garages would be on West 61st and West 62nd Streets, while service entries for Fordham would be on West 60th, West 61st, and West 62nd Streets. Development is expected to occur in two phases with Phase I complete by 2014 and Phase II (full development) complete by 2032.

While the proposed development would be as-of-right with regard to use and floor area, it would require special permits from the City Planning Commission (CPC) pursuant to Zoning Resolution (ZR) Section 82-33 to waive height, setback, and minimum distance between buildings, courts, and minimum distance between legally required windows and walls and/or lot lines; special permits from the CPC pursuant to ZR Section 13-561 and ZR Section 82-50 to permit accessory parking garages for community facility and residential uses within the Special Lincoln Square District. Fordham is also requesting a text change in the provisions of ZR Section 82-50 that would clarify the intention of the ZR regarding curb cuts on wide streets for off-street loading berths and would therefore facilitate the authorizations to be obtained pursuant to ZR Section 13-553 for all curb cuts on wide streets accessing loading berths. Authorizations are sought (i) to permit a curb cut on a wide street for the two parking garages sharing one entrance on West 62nd Street, and (ii) pursuant to the amended ZR Section 82-50(b) to permit a curb cut for a loading berth on a wide street (West 62nd Street) within the Special Lincoln Square District. Since development of the garage beneath Site 3 could be delayed by the city's Third Water Tunnel project, an extension of the period normally allowed for the automatic lapse of the special permit for accessory parking is also being requested.

Fordham is also seeking approval by DASNY for the authorization of the expenditure of proceeds from the State of New York Personal Income Tax Revenue Bond (Education Resolution) program. The bond proceeds will be used to finance the development of the academic buildings in the Master Plan.

The DEIS identifies significant adverse impacts related to shadows, traffic, pedestrians, and construction (construction-related impacts on historic resources, hazardous materials, traffic and noise). The DEIS identifies measures that would fully mitigate impacts to traffic, pedestrians and construction impacts relating to historic resources, hazardous materials, and traffic. Potential mitigation measures were identified for shadows and construction impacts (noise) and these potential mitigation measures will be further explored and evaluated in the FEIS. If the proposed mitigation measures are determined to be infeasible, the significant adverse impacts from shadows and construction noise would remain unmitigated.

The DEIS evaluates three alternatives to the proposed action: a No Action Alternative; an As-of-Right Alternative; and a No Unmitigated Impact Alternative.

Copies of the Draft Environmental Impact Statement and Final Scope of Work for the proposed Fordham University Lincoln Center Master Plan may be obtained from the Environmental Assessment and Review Division, New York City Department of City Planning, 22 Reade Street, 4E, New York, New York 10007, Robert Dobruskin, Director (212) 720-3423; or from the Mayor's Office of Environmental Coordination, 253 Broadway, 14th floor, New York, New York 10007, Robert Kulikowski, Director (212) 788-2937; and on the New York City Department of City Planning's website at http://www.nyc.gov/html/dcp/html/env_review/eis.shtml.

☛ f17

COMMUNITY BOARDS

■ PUBLIC HEARINGS

BOROUGH OF BROOKLYN

Community Board #10 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Monday, February 23, 2009 at 7:15 P.M. at Knight of Columbus, 1305 86th Street, Brooklyn.

f13-20

BOROUGH OF BROOKLYN

Community Board #7 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Wednesday, February 18, 2009 at 5:00 P.M. at 4201 Fourth Avenue, Brooklyn, NY 11232.

f11-17

BOROUGH OF BROOKLYN

Community Board #12 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Tuesday, February 24, 2009 at 6:30 P.M. at Community Board 12's office, 5910 13th Avenue, Brooklyn.

f13-20

BOROUGH OF MANHATTAN

Community Board #9 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Thursday, February 19, 2009 at 6:30 P.M. at Fortune Society, 630 Riverside Drive at 140th Street, New York, New York 10031.

f12-18

BOROUGH OF BROOKLYN

Community Board #10 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Monday, February 23, 2009 at 7:15 P.M. at Knight of Columbus, 1305 86th Street, Brooklyn.

f16-20

BOROUGH OF THE BRONX

Community Board #9 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Thursday, February 19, 2009 at 7:00 P.M. at 1967 Turnbull Avenue, Suite 7, Bronx, NY 10473.

f12-18

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 12 - Monday, February 23, 2009, 7:00 P.M., 5910 13th Avenue, Brooklyn, NY

BSA# 13-09-BZ

5611 21st Avenue

This application has been filed for a variance in order to construct a Synagogue and rectory in an R5 zone.

f17-23

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 18 - Wednesday, February 18, 2009 at 8:00 P.M., Kings Plaza Community Room, Flatbush Avenue and Avenue V, Brooklyn, NY

Public comment on agency responses to the Community Board's proposed Capital and Expense Budget for FY 2010 as well as the Community Board's Statement of Needs and Priorities.

f12-18

BOROUGH OF BROOKLYN

Community Board #16 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Tuesday, February 24, 2009 at 7:00 P.M. at 444 Thomas Boyland Street, Brooklyn.

f17-23

BOROUGH OF BROOKLYN

Community Board #17 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Wednesday, February 18, 2009 at 7:00 P.M. at IS 232, 905 Winthrop Street, Brooklyn.

f12-18

BOROUGH OF STATEN ISLAND

Community Board #3 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Wednesday, February 18, 2009 at 7:00 P.M. at Community Board 3 office, 655-218 Rossville Avenue, Staten Island, New York 10309.

f12-18

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

BOROUGH OF THE BRONX

COMMUNITY BOARD NO. 9 - Thursday, February 19, 2009, 7:00 P.M., Community Board 9, 1967 Turnbull Avenue, Suite 7, Bronx, NY

Public Hearing on the Preliminary Capital and Expense Budget for FY 2010.

#C 090249PPX

IN THE MATTER OF an application submitted by the New York City Department of Citywide Administrative Services (DCAS), pursuant to Section 197-c of the New York City Charter, for the disposition of city-owned property, pursuant to zoning.

#N 090239ZRY

A proposed DCP Waterfront Text Amendment concerning Article VI, Chapter 2 of the Zoning Resolution, which will primarily modify design regulations for public access areas. The proposed changes will generally apply to new residential and commercial developments on waterfront lots in medium and high-density zoning districts.

f13-19

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 10 - Monday, February 23, 2009 at 7:15 P.M., Knights of Columbus, 1305 86th Street, Brooklyn, NY

N 080497ECK

IN THE MATTER OF an application from the Chianti, Inc., doing business as Chianti for review, pursuant to Section 66-a(c) of the New York City Charter, of the grant of a revocable consent to operate a pre-existing enclosed sidewalk cafe with 11 tables and 42 seats at 8530 Third Avenue on the northwest corner of 86th Street.

f17-23

EMPLOYEES' RETIREMENT SYSTEM**MEETING**

Please be advised that the next Investment Meeting of the Board of Trustees of the New York City Employees' Retirement System has been scheduled for Thursday, February 19, 2009 at 9:30 A.M. to be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor Boardroom, Brooklyn, NY 11201-3751.

f13-18

ENVIRONMENTAL CONTROL BOARD**MEETING**

The next meeting will take place on Thursday, February 26, 2009 at 40 Rector Street, Large Hearing Room, 6th Floor, New York, NY 10006 at 9:15 A.M. at the call of the Chairman.

f12-17

ENVIRONMENTAL PROTECTION**BUREAU OF WATER SUPPLY****PUBLIC HEARINGS**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held at the Department of Environmental Protection Offices at 59-17 Junction Boulevard, 17th Floor Conference Room, Flushing, New York, on February 27, 2009 commencing at 10:00 A.M. on the following:

IN THE MATTER OF a proposed contract between the Department of Environmental Protection and Town of Wawarsing, 108 Canal Street, Ellenville, New York 12428 for DEL-364: The Town of Wawarsing Agreement. The contract term shall be 2 years from the date of the written notice to proceed. The contract amount shall be \$250,000.00 - Location: NYC Watershed Region: PIN# 82609WS00032.

A copy of the Contract may be inspected at the Department of Environmental Protection, 59-17 Junction Boulevard, Flushing, New York 11373, on the 17th Floor Bid Room, on business days from February 17, 2009 to February 27, 2009 between the hours of 9:30 A.M. - 12:00 P.M. and from 1:00 P.M. to 4:00 P.M.

Pursuant to Section 2-11(c)(3) of the Procurement Policy Board Rules, if DEP does not receive, by February 20, 2009, from any individual a written request to speak at this hearing, then DEP need not conduct this hearing. Written notice should be sent to Ms. Debra Butlien, NYCDEP, 59-17 Junction Blvd., 17th Floor, Flushing, NY 11373 or via email to dbutlien@dep.nyc.gov

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

f17

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, **February 17, 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 THE BRONX 09-3008 - Block Various, lot Various- Various Addresses - Fieldston Historic District A Romantic style planned suburb laid out in 1914 by engineer Albert Wheeler based on recommendations made by Frederick Law Olmsted and James R. Croe. The Historic District is characterized by an eclectic variety of residential buildings and styles including variants of the Colonial Revival, Craftsman, various picturesque revivals styles including Medieval, Tudor, and Mediterranean, as well as formal modernist houses. Application is to establish a Master Plan to govern certain types of alterations to buildings, other

improvements and landscape improvements within the Fieldston Historic District, authorizing the staff to approve such work if it meets the requirements of the Master Plan.

PROPOSED RULEMAKING

BOROUGH OF THE BRONX 09-6620 - Block Various, lot Various-

Various Addresses - Fieldston Historic District A Romantic style planned suburb laid out in 1914 by engineer Albert Wheeler based on recommendations made by Frederick Law Olmsted and James R. Croe. The Historic District is characterized by an eclectic variety of residential buildings and styles including variants of the Colonial Revival, Craftsman, various picturesque revivals styles including Medieval, Tudor, and Mediterranean, as well as formal modernist houses. Application is to adopt the Fieldston Historic District Implementation Rules for a proposed master plan for certain alterations to improvements in the Fieldston Historic District pursuant to the City Administrative Procedures Act.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF THE BRONX 09-3624 - Block 5633, lot 36-21 Tier Street - 21 Tier Street House-Individual Landmark A Shingle style house designed by Samuel H. Booth and built in 1896. Application is to demolish two sheds and construct new building. Zoned R3A.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF QUEENS 09-6450 - Block 1472, lot 11-37-12-37-18 85th Street - Jackson Heights Historic District A neo-Romanesque style garden apartment building designed by Andrew J. Thomas and built in 1919-21. Application is to replace windows.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF QUEENS 09-0248 - Block 1472, lot 20-37-34-37-40 85th Street - Jackson Heights Historic District A neo-Romanesque style garden apartment building designed by Andrew J. Thomas and built in 1919-21. Application is to replace windows.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 09-6165 - Block 43, lot 26-72 Hudson Avenue - Vinegar Hill Historic District An Italianate style rowhouse built circa 1869-1876. Application is to construct a rooftop bulkhead.

ADVISORY REPORT

BOROUGH OF BROOKLYN 09-6368 - Block 2119, lot 9-305 Cumberland Street - Fort Greene Historic District An Italianate style frame house built in 1851. Application is to alter the rear facade.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 09-3772 - Block 1915, lot 47-254 Clinton Avenue - Clinton Hill Historic District Originally a 19th century rowhouse, altered as a one-story institutional building by Henry McGill in 1940. Application is to demolish the existing building and construct a new gymnasium. Zoned R6B.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-2831 - Block 222, lot 1-441-453 Greenwich Street, aka 34-48 Vestry Street, 9-17 Desbrosses Street - Tribeca North Historic District A Romanesque Revival style warehouse designed by Charles C. Haight and built in 1883-1884. Application is to replace paving and install lighting at the sidewalk.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5789 - Block 521, lot 67-296 Elizabeth Street - NoHo East Historic District An early 19th century building with late-20th century alterations. Application is to construct a stair bulkhead. Zoned C6-2.

BINDING REPORT

BOROUGH OF MANHATTAN 09-5939 - Block 549, lot 1,2,3,4- Washington Square Park - Greenwich Village Historic District A public park built in 1826 with subsequent alterations. Application is to construct a stage platform, and alter the pathway.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6148 - Block 1305, lot 1-109 East 50th Street - St. Bartholomew's Church and Community House- Individual Landmark A Byzantine-style church, designed by Bertram Goodhue, and built in 1914-19. Application is to install a stair enclosure at the terrace.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6467 - Block 1118, lot 52-56 West 66th Street - First Battery Armory-Individual Landmark An armory building designed by Horgan and Slattery and built in 1900-1903. Application is to modify and legalize rooftop mechanical equipment installed without Landmarks Preservation Commission permits. Zoned C4-7.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5281 - Block 1149, lot 29-105 West 77th Street - Upper West Side/Central Park West Historic District A Renaissance Revival style flats building designed by Thom & Wilson and built in 1892. Application is to legalize the installation of storefront infill without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-8307 - Block 1168, lot 8-243 West 76th Street - West End-Collegiate Historic District An Eclectic style rowhouse with Queen Anne and Romanesque style details designed by William H. Boylan, and built in 1889-90. Application is to remove an altered stoop and create a window opening.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5577 - Block 1150, lot 37-118 West 79th Street - Upper West Side/Central Park West Historic District

A neo-Romanesque style apartment building designed by Emery Roth and built in 1925. Application is to alter window openings.

BINDING REPORT

BOROUGH OF MANHATTAN 09-6384 - Block 2109, lot 106-65 Jumel Terrace - Morris-Jumel Mansion-Individual Landmark

A Georgian style mansion built in 1765, and remodeled in 1810 in the Federal style. Application is to reconstruct the perimeter wall and construct a barrier-free access ramp.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6388 - Block 1377, lot 15-690 Madison Avenue - Upper East Side Historic District

A neo-Grec style apartment building designed by J.H. Valentine and built in 1878-79. Application is to install a new storefront, alter the façade, create new window openings and construct a rooftop addition. Zoned C5-1.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-4241 - 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 install a window.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-4942 - Block 1405, lot 8-115 East 70th Street - Upper East Side Historic District

A neo-French Classic style residence designed by Patrick J. Murray and built in 1921-22. Application is to legalize the installation of a metal lattice at the roof and entryway light fixtures without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6197 - Block 1390, lot 57-20 East 76th Street - Upper East Side Historic District

A neo-Classical style apartment hotel designed by Schwartz & Gross and built in 1925-26. Application is to install a marquee and awnings.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5841 - Block 1505, lot 33-75 East 93rd Street - (former) George F. Baker House-Individual Landmark

A modified Federal style residence designed by Delano & Aldrich and built in 1917-18. Application is to construct a rooftop addition and modify the courtyard. Zoned R10.

f3-17

BOARD OF STANDARDS AND APPEALS

■ PUBLIC HEARINGS

MARCH 3, 2009, 10:00 A.M.

NOTICE IS HEREBY GIVEN of a public hearing, Tuesday morning, March 3, 2009, 10:00 A.M., at 40 Rector Street, 6th Floor, New York, N.Y. 10006, on the following matters:

SPECIAL ORDER CALENDAR

66-90-BZ

APPLICANT – Walter T. Gorman, P.E., P.C., for A.H.G. Realty Corporation, owner.
SUBJECT – Application February 9, 2009 – Extension of Time/waiver to obtain an Certificate of Occupancy for a UG16 Gasoline Service Station (Mobil), in an R-5 zoning district, which expired on December 31, 2008.
PREMISES AFFECTED – 43-07 Astoria Boulevard, north east corner of 43rd Street, Block 780, Lot 18, Borough of Queens.

COMMUNITY BOARD #1Q

332-98-BZ

APPLICANT – Law Office of Howard Goldman, LLC, for Workmen's Circle Home & Infirmary, owners.
SUBJECT – Application January 30, 2009 – Extension of Time/waiver to Complete Construction of a previously approved Variance (72-21) for the enlargement of a (UG3) existing nursing home, in an R5 zoning district, which expired on April 13, 2003.
PREMISES AFFECTED – 3155 Grace Avenue, bounded by Grace, Hammersley, Ely and Burke Avenues, Block 4777, Lots 2 & 57, Borough of Bronx.

COMMUNITY BOARD #12BX

215-06-BZ

APPLICANT – Sheldon Lobel, P.C., for Cumberland Farms, Incorporated, owner.
SUBJECT – Application January 28, 2009 – Extension of Time/waiver to obtain a Certificate of Occupancy for an existing gasoline service station (Exxon) with accessory convenience store, in a C1-2/R4 zoning district, which expired on January 24, 2008.
PREMISES AFFECTED – 202-06 Hillside Avenue, southeast corner of Hillside Avenue and 202nd Street, Block 10496, Lot 52, Borough of Queens.

COMMUNITY BOARD #3Q

APPEALS CALENDAR

142-08-A

APPLICANT – Eric Palatnik, P.C., for George Kraff, owner.
SUBJECT – Application May 9, 2008 – Proposed construction of a three story residential building which does not front on an officially mapped street contrary to General City Law Section 36. R6-OP Zoning District.
PREMISES AFFECTED – 225 Brighton 2nd Lane, corner of

Brighton 2nd Lane and Brighton 2nd Place., Block 8662, Lots 153, Borough of Brooklyn.

COMMUNITY BOARD #13BK

272-08-A

APPLICANT – Elizabeth Safian, Sheldon Lobel, P.C., for Brighton 2nd Place, LLC, owner.
SUBJECT – Application November 5, 2008 – Proposed construction of residential building not fronting on a legally mapped street contrary to General City Law Section 36. R6 Zoning District.
PREMISES AFFECTED – 35 Brighton 2nd Place, premises is located on the west side of Brighton 2nd Place approximately 120 feet north of Brighton 2nd Lane, Block 8662, Lots 230, 232, 234, Borough of Brooklyn.

COMMUNITY BOARD #13BK

307-08-BZY

APPLICANT – Howard Zipser, Akerman Senterfitt LLP, for 163 Orchard Street LLC, owner.
SUBJECT – Application December 17, 2008 – Extension of time to complete construction (11-331) of a minor development commenced prior to the amendment of the zoning district regulations. C4-4A Zoning District.
PREMISES AFFECTED – 163 Orchard Street, through lot between Orchard and Houston Street between Stanton and Rivington Street, Block 416, Lot 58, Borough of Manhattan.

COMMUNITY BOARD #3M

MARCH 3, 2009, 1:30 P.M.

NOTICE IS HEREBY GIVEN of a public hearing, Tuesday afternoon, March 3, 2009, at 1:30 P.M., at 40 Rector Street, 6th Floor, New York, N.Y. 10006, on the following matters:

ZONING CALENDAR

269-06-BZ/193-08-A

APPLICANT – Joseph Margolis, for Bruno Salvo, owner.
SUBJECT – Application October 4, 2006 – Variance (§72-21) to permit the conversion of 11,000 sf of vacant space into retail/commercial space. The proposal is contrary to section 22-00. R3-2 district (South Richmond Special District).
SUBJECT – Application July 15, 2008 – Proposed construction of retail/commercial space located in an existing shopping center not fronting on a mapped street contrary to General City Law Section 36. R3-2 Zoning District.
PREMISES AFFECTED – 125 Greaves Lane, between Timber Ridge drive on the east and Greaves Lane on the west, Block 4645, Lot 425, Borough of Staten Island.

COMMUNITY BOARD #3SI

177-07-BZ

APPLICANT – Manish S. Savani, for Maurice Dayan, owner.
SUBJECT – Application July 6, 2007 – Variance (§72-21) to construct a two story, two family residential building on a vacant corner lot. This application seeks to vary the front yard requirement on one street frontage (23-45) in an R-5 zoning district.
PREMISES AFFECTED – 886 Glenmore Avenue, corner of Glenmore Avenue and Milford Street, Block 4208, Lot 17, Borough of Brooklyn.

COMMUNITY BOARD #7BK

88-08-BZ

APPLICANT – Alfonso Duarte, for Naresh M. Gehi, owner.
SUBJECT – Application April 11, 2008 – Variance pursuant to §72-21 to allow the commercial office conversion of an existing residential building; contrary to use regulations §22-00. R5 District.
PREMISES AFFECTED – 101-17 Lefferts Boulevard, East side, 150 ft. south of 101st Avenue, Block 9487, Lot 68, Borough of Queens.

COMMUNITY BOARD #9Q

310-08-BZ

APPLICANT – Friedman & Gotbaum, LLP, for Convent of the Sacred Heart, owner.
SUBJECT – Application December 18, 2008 – Special Permit (73-19) to allow construction of a school building in a C8-4 zone, contrary to use regulations. C8-4 District.
PREMISES AFFECTED – 406 East 91st Street, south side of East 91st Street, 94' west of First Avenue, Block 1570, Lot 41, Borough of Manhattan.

COMMUNITY BOARD #8M

Jeff Mulligan, Executive Director

f13-17

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, March 4, 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 1056 Fifth Avenue Corp. to construct, maintain and use planted areas on the east sidewalk of Fifth Avenue, south of East 87th Street, 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 - \$1,106/annum

the maintenance of a security deposit in the sum of \$1,800, 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.

#2 In the matter of a proposed revocable consent authorizing Turner Homeowners Association, Inc. to construct maintain and use a force main, together with a manhole, under and across Turner Street and under and along Crabtree Avenue, north of Turner Street, in the Borough of Staten Island. 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 date of approval to June 30, 2009 - \$3,522/annum

For the period July 1, 2009 to June 30, 2010 - \$3,628
For the period July 1, 2010 to June 30, 2011 - \$3,734
For the period July 1, 2011 to June 30, 2012 - \$3,840
For the period July 1, 2012 to June 30, 2013 - \$3,946
For the period July 1, 2013 to June 30, 2014 - \$4,052
For the period July 1, 2014 to June 30, 2015 - \$4,158
For the period July 1, 2015 to June 30, 2016 - \$4,264
For the period July 1, 2016 to June 30, 2017 - \$4,370
For the period July 1, 2017 to June 30, 2018 - \$4,476
For the period July 1, 2018 to June 30, 2019 - \$4,582

the maintenance of a security deposit in the sum of \$10,000, 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 Stella D'Oro Biscuit Company, Inc. to continue to maintain and use a pipe under and across West 237th Street, east of Broadway, in the Borough of the Bronx. 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, 2009 to June 30, 2010 - \$1,885
For the period July 1, 2010 to June 30, 2011 - \$1,940
For the period July 1, 2011 to June 30, 2012 - \$1,995
For the period July 1, 2012 to June 30, 2013 - \$2,050
For the period July 1, 2013 to June 30, 2014 - \$2,105
For the period July 1, 2014 to June 30, 2015 - \$2,160
For the period July 1, 2015 to June 30, 2016 - \$2,215
For the period July 1, 2016 to June 30, 2017 - \$2,270
For the period July 1, 2017 to June 30, 2018 - \$2,325
For the period July 1, 2018 to June 30, 2019 - \$2,380

the maintenance of a security deposit in the sum of \$4,000, 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 Brian R. Zipp to continue to maintain and use a fenced-in area on the north sidewalk of East 92nd Street, between Park Avenue and Lexington 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:

For the period from July 1, 2008 to June 30, 2018 - \$100/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.

#5 In the matter of a proposed revocable consent authorizing El Dorado LP to maintain and use an accessibility ramp, together with steps, on the south sidewalk of Pacific Street, west of Ralph Avenue, in the Borough of Brooklyn. 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 - \$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 \$500,000/ \$2,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$200,000.

#6 In the matter of a proposed revocable consent authorizing The Cooper Union for the Advancement of Science and Art to continue to maintain and use a conduit under and across Third Avenue at East 7th 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, 2009 to June 30, 2010 - \$4,058
For the period July 1, 2010 to June 30, 2011 - \$4,181
For the period July 1, 2011 to June 30, 2012 - \$4,303
For the period July 1, 2012 to June 30, 2013 - \$4,425
For the period July 1, 2013 to June 30, 2014 - \$4,547
For the period July 1, 2014 to June 30, 2015 - \$4,669
For the period July 1, 2015 to June 30, 2016 - \$4,791
For the period July 1, 2016 to June 30, 2017 - \$4,913
For the period July 1, 2017 to June 30, 2018 - \$5,035
For the period July 1, 2018 to June 30, 2019 - \$5,157

the maintenance of a security deposit in the sum of \$5,200, 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 revocable consent authorizing Trinity Episcopal Schools Corporation to continue to maintain and use a planted area, together with surrounding fence, on the north sidewalk of West 91st Street, west of Columbus Avenue, 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 from July 1, 2009 to June 30, 2019 - \$824/annum

the maintenance of a security deposit in the sum of \$7,000, 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.

#8 In the matter of a proposed revocable consent authorizing Growth Through Art and Museum Experience, Inc. (The Children's Museum of Manhattan) to continue to maintain and use a ramp, stair and banner post on the south sidewalk of West 83rd Street, between Amsterdam Avenue and 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 from July 1, 2009 to June 30, 2019- \$175/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 \$500,000/ \$2,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$200,000.

#9 In the matter of a proposed revocable consent authorizing Kostas Alexiou to maintain and use retaining walls and planted-in areas on the south sidewalk of 28th Avenue and on the west sidewalk of 215th Street, at 28-08 215th Street in the Borough of Queens. The proposed revocable consent is for a term 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 - \$100/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.

#10 In the matter of a proposed revocable consent authorizing Visiting Nurse Association of Staten Island Inc. to continue to maintain and use a pipe under and across Lake Avenue, north of Forest Avenue, in the Borough of Staten Island. 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, 2009 to June 30, 2010 - \$1,885
 For the period July 1, 2010 to June 30, 2011 - \$1,940
 For the period July 1, 2011 to June 30, 2012 - \$1,995
 For the period July 1, 2012 to June 30, 2013 - \$2,050
 For the period July 1, 2013 to June 30, 2014 - \$2,105
 For the period July 1, 2014 to June 30, 2015 - \$2,160
 For the period July 1, 2015 to June 30, 2016 - \$2,215
 For the period July 1, 2016 to June 30, 2017 - \$2,270
 For the period July 1, 2017 to June 30, 2018 - \$2,325
 For the period July 1, 2018 to June 30, 2019 - \$2,380

the maintenance of a security deposit in the sum of \$2,400, 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.

#11 In the matter of a proposed revocable consent authorizing The Brookdale Hospital Medical Center to continue to maintain and use a pipe under and across East 98th Street, between Hegeman Avenue and Strauss Street, in the Borough of Brooklyn. 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, 2009 to June 30, 2010 - \$1,775
 For the period July 1, 2010 to June 30, 2011 - \$1,827
 For the period July 1, 2011 to June 30, 2012 - \$1,879
 For the period July 1, 2012 to June 30, 2013 - \$1,931
 For the period July 1, 2013 to June 30, 2014 - \$1,983
 For the period July 1, 2014 to June 30, 2015 - \$2,035
 For the period July 1, 2015 to June 30, 2016 - \$2,087
 For the period July 1, 2016 to June 30, 2017 - \$2,139
 For the period July 1, 2017 to June 30, 2018 - \$2,191
 For the period July 1, 2018 to June 30, 2019 - \$2,243

the maintenance of a security deposit in the sum of \$2,300, 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.

#12 In the matter of a proposed revocable consent authorizing Carlton Mews LLC to construct, maintain and use a fenced-in area, together with stoops, on the east sidewalk of Carlton Avenue, south of Willoughby Avenue, in the Borough of Brooklyn. 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 date of the approval to June 30,2009 - \$1,500/annum
 For the period July 1, 2009 to June 30, 2010 - \$1,545
 For the period July 1, 2010 to June 30, 2011 - \$1,590
 For the period July 1, 2011 to June 30, 2012 - \$1,635
 For the period July 1, 2012 to June 30, 2013 - \$1,680
 For the period July 1, 2013 to June 30, 2014 - \$1,725
 For the period July 1, 2014 to June 30, 2015 - \$1,770
 For the period July 1, 2015 to June 30, 2016 - \$1,815
 For the period July 1, 2016 to June 30, 2017 - \$1,860
 For the period July 1, 2017 to June 30, 2018 - \$1,905
 For the period July 1, 2018 to June 30, 2019 - \$1,950

the maintenance of a security deposit in the sum of \$7,500, 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.

#13 In the matter of a proposed revocable consent authorizing The Jewish Community Center in Manhattan, Inc. to maintain and use bollards on the north sidewalk of Amsterdam Avenue west of West 76th Street and on the west sidewalk of West 76th Street north of Amsterdam Avenue, 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 - N/A

the maintenance of a security deposit in the sum of \$25,000, 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.

f11-m4



CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ AUCTION

PUBLIC AUCTION SALE NUMBER 09001 - Q AND R

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, March 4, 2009 (SALE NUMBER 09001-R). 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, February 18, 2009 (SALE NUMBER 09001-Q) 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.

f5-m4

■ SALE BY SEALED BID

SALE OF: 1 LOT OF UNUSED FLUSH VALVES.

S.P.#: 09013 DUE: February 17, 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.

f2-17

SALE OF: 1 LOT OF UNUSED MISCELLANEOUS OFFICE SUPPLIES.

S.P.#: 09014 DUE: February 24, 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.

f9-24

HEALTH AND HOSPITALS CORPORATION

■ SOLICITATIONS

Goods

FOR SALE - SIDEWALK SHED/BRIDGE – Competitive Sealed Bids – PIN# 000041209029 – DUE 03-10-09 AT 3:00

P.M. – Please contact Ray Pastorello at (212) 318-4320 for walk-thru.

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

f17

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 1152

NOTICE IS HEREBY GIVEN of a ONE (1) day public auction of unclaimed salvage vehicles, motorcycles, automobiles, trucks, and vans. Inspection day is February 9, 2009 from 10:00 A.M. - 2:00 P.M.

Salvage vehicles, motorcycles, automobiles, trucks, and vans will be auctioned on February 10, 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.

f11-23



“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.”

AGING

■ AWARDS

Goods & Services

SERVICES FOR SENIOR CITIZENS – BP/City Council Discretionary – PIN# 12509DISC5WC – AMT: \$19,000.00 – TO: Staten Island Center for Independent Living, 470 Castleton Avenue, Staten Island, NY 10301.

f17

CITY UNIVERSITY

■ SOLICITATIONS

Construction / Construction Services

HVAC SERVICES REQUIREMENT CONTRACT – Competitive Sealed Bids – PIN# E1091-177 – DUE 03-18-09 AT 1:00 P.M. – Queens College is seeking bids for a requirement contract for HVAC Services to be used as needed by college. Services include all labor and materials required

to repair HVAC and refrigeration systems on College Campus.

Bidders shall demonstrate financial viability, have been in the HVAC business for a minimum on one year prior to bid, and provide three references for contracts of similar size and scope within the past two years. These documents shall be submitted with bid 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.

Queens College, 65-30 Kissena Blvd., Kiely Hall, 2nd Fl., Room 257, Flushing, NY 11367.

Lorraine Prasad (718) 997-5760, lorraine.prasad@qc.cuny.edu

Procurement Office, Kiely Hall, Queens College, 65-30 Kissena Blvd., Flushing, NY 11367.

☛ f17

CITYWIDE ADMINISTRATIVE SERVICES

AWARDS

ASBESTOS ABATEMENT IN DCAS MANAGED BUILDINGS IN MANHATTAN

Competitive Sealed Bids – PIN# 856080000889 – AMT: \$3,000,000.00 – TO: Prime Environmental Svc., 358 Broadway, Newark, NJ 07104. Service area is Manhattan. Contract expires in 2 years.

FIRE ALARM SYSTEM MAINTENANCE IN DCAS MANAGED BUILDINGS, CITYWIDE

Competitive Sealed Bids – PIN# 856090000951 – AMT: \$1,000,000.00 – TO: A-Tronix, 246-14 Jericho Turnpike, Floral Park, NY 11001. Service area is Citywide. Contract expires in 1 year.

☛ f17

DIVISION OF MUNICIPAL SUPPLY SERVICES

SOLICITATIONS

Goods

VEHICLES, MARKED POLICE – Competitive Sealed Bids – PIN# 8570900367 – DUE 03-16-09 AT 10:30 A.M.

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

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

☛ f17

AWARDS

Goods

SECURITY SCREENING DEVICE: HANDHELD METAL DETECTOR

Competitive Sealed Bids – PIN# 857801144 – AMT: \$12,913.00 – TO: Quartermaster Inc. dba Quartermaster Uniforms, 17600 Fabrica Way, Cerritos, CA 90703.

☛ f17

RAINSUITS AND BOOTS (STOREHOUSE)

Competitive Sealed Bids – PIN# 857801387 – AMT: \$66,126.65 – TO: W W Grainger, Inc., 58-45 Grand Avenue, Maspeth, NY 11378-3299.

☛ f17

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.

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

- Collection Truck Bodies
- Collection Truck Cab Chassis
- 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

COMPTROLLER

BUREAU OF ASSET MANAGEMENT

AWARDS

Services (Other Than Human Services)

INVESTMENT ADVISORY SERVICES – Renewal – PIN# 0150286403RS – AMT: \$10,245,000.00 – TO: Morgan Stanley Investment Management Inc., 522 Fifth Avenue, New York, NY 10036.

☛ f17

EDUCATION

DIVISION OF CONTRACTS AND PURCHASING

SOLICITATIONS

Goods

PBS AUDIO VISUAL MEDIA – Competitive Sealed Bids – PIN# Z1020040 – DUE 02-26-09 AT 5:00 P.M. – The New York City Department of Education (NYCDOE) is seeking bids from both qualified distributors and manufacturers experienced in providing PBS Audio Visual Media to the New York City Public Schools.

Bid opening: Friday, February 27th, 2009 at 11:00 A.M. There is a non-refundable fee of \$25.00, which is payable by all major credit cards. The solicitation can be downloaded from <https://vendorportal.nycenet.edu>.

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

Department of Education, 65 Court Street, Room 1201
Brooklyn, NY 11201. Ida Rios (718) 935-2300
vendorhotline@schools.nyc.gov

☛ f17

ENVIRONMENTAL PROTECTION

BUREAU OF WATER AND SEWER OPERATIONS

SOLICITATIONS

Services (Other Than Human Services)

PREVENTIVE MAINTENANCE AND REPAIR OF OVERHEAD CRANES AND HOIST – Competitive Sealed Bids – PIN# 826090MCH904 – DUE 03-04-09 AT 11:30 A.M. – At BW and SO Facilities, Citywide and Yonkers, N.Y. RE-BID: PROJECT NO: MCH-904. Vendor ID#: 92933. Document Fee: \$40.00. George Mathai, Project Manager, (718) 595-6609.

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

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

☛ f17

MAINTENANCE AND REPAIR OF MOTORS AT PUMPING STATIONS AND VARIOUS BWSO FACILITIES, N.Y.

Competitive Sealed Bids – PIN# 826090MTR100 – DUE 03-10-09 – CONTRACT: MTR-100: Vendor Source ID#: 58101. Document fee \$40.00. There will be a mandatory pre-bid conference on 2/25/09 at 10:30 A.M. at 59-17 Junction Blvd., 12th Floor Conference Room, Flushing, NY 11373. George Mathai, Project Manager, (718) 595-6609.

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

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

☛ f17

BUREAU OF WASTEWATER TREATMENT

SOLICITATIONS

Construction / Construction Services

REGULATOR UTILITIES POWER FOR CITYWIDE COLLECTIONS FACILITIES INTEGRATED SCADA SYSTEM, COLLECTION FACILITIES NORTH REGION AND MANHATTAN

Competitive Sealed Bids – PIN# 82609WPC1177 – DUE 03-10-09 AT 11:30 A.M. Project No: REG-024. Vendor ID#: 58130. Document Fee: \$100.00. There will be a pre-bid conference on 3/05/09 at 10:00 A.M. at 96-05 Horace Harding Expressway, 2nd Floor Conference Room, Flushing, N.Y. Shri Sewgobind,

Project Manager, (718) 595-4943. This contract is subject to apprentice program requirements as describe in the solicitation materials.

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

Department of Environmental Protection
59-17 Junction Blvd., 17th Floor, Flushing, NY 11373.

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

☛ f17

HEALTH AND HOSPITALS CORPORATION

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

j1-d31

SOLICITATIONS

Goods

'KIP' KOHRMAN INJECTION PHANTOM – Competitive Sealed Bids – PIN# CIR09-06 – DUE 02-20-09 AT 3:00 P.M. The 'KIP' KOHRMAN Injection Phantom is a Teaching Tool.

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

Kings County Hospital Center, 451 Clarkson Avenue,
Brooklyn, NY 11203. Declan LaHee (718) 245-2126.
Support Office Bldg., 591 Kingston Avenue, Room #251,
Brooklyn, NY 11203.

☛ f17

ALDERSON PHANTOMS – Competitive Sealed Bids – PIN# 231-09-108 – DUE 03-06-09 AT 10:00 A.M. – Supply Alderson Phantoms for Radiology Department at Woodhull Medical and Mental Health Center, 760 Broadway, Brooklyn, NY 11206. To request a bid package at no charge, email 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

☛ f17

ESSURE PERMANENT BIRTH CONTROL SYSTEM

Sole Source – Available only from a single source – PIN# 231-09-109 – DUE 02-24-09 AT 10:00 A.M. – The North Brooklyn Health Network intends to enter into a sole source contract for Essure Permanent Birth Control System with Conceptus Inc., 1021 Howard Avenue, San Carlos, CA 94070.

Any other supplier who is capable of providing these items to the North Brooklyn Health Network may express their interest in doing so by writing to Millicent Thompson, Procurement Analyst, 100 North Portland Avenue, Rm. C-32, Brooklyn, NY 11205 or Millicent.Thompson@nychhc.org on or before 10:00 A.M. on February 24, 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.

Millicent Thompson (718) 260-7686.

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Goods & Services

CATERING SERVICES – Competitive Sealed Bids – BID# 21-09-064 – DUE 02-27-09 AT 2:00 P.M. – For Jacobi Medical Center and North Central Bronx 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.

Jacobi Medical Center, Purchasing Dept.,
1400 Pelham Parkway South, Nurses Residence Building,
Rm. #7S23, Bronx, NY 10461. Cristina Flores (718) 918-3993,
cristina.flores@nbhn.net

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HEALTH AND MENTAL HYGIENE

AGENCY CHIEF CONTRACTING OFFICER

SOLICITATIONS

Human / Client Service

FAMILY SUPPORT NETWORK – Request for Proposals – PIN# 81609AO0242 – DUE 03-17-09 AT 4:00 P.M. The Department is seeking proposals to establish a network of family support services comprised of:

(A) up to nine appropriately qualified non-profit vendors to establish Family Resource Centers (FRCs) within each borough, and
 (B) one Family Support Liaison Center (FSLC).
 (A) The Family Support Network, comprised of multiple FRCs, will provide a range of direct family support services to families and youth in specific zones in the boroughs.
 (B) The citywide FSLC will represent families and youth at the system level, providing training, consultation, leadership development, and advocacy.
 Maximum Available Funding: \$3,950,735 (annual) for the FRCs; \$284,362 (annual) for the FSLC.
 Contracts will be awarded for an initial period of up to three years, with two (2) three-year options to renew.
 Starting on February 17, 2009, RFPs may be picked up at the address below, between the hours of 9:00 A.M. and 4:00 P.M. on business days. The RFP will be available on line, at: www.nyc.gov/health/contracting.
 Proposals must be hand-delivered to the Department's Office of the ACCO, no later than March 17, 2009, at 4:00. All questions may be addressed to Joyce Scott.

Propers must be non-profit agencies.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Health and Mental Hygiene, 93 Worth Street, Room 812 New York, NY 10013. Joyce Scott (212) 219-5878, jscott1@health.nyc.gov ACCO, 93 Worth Street, Room 812, New York, NY 10013.

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AWARDS

Human/Client Service

HEALTH BUCKS INCENTIVE PROGRAM – Renewal – PIN# 07HD088901R3X00 – AMT: \$205,000.00 – TO: Farmer's Market Federation of New York, Inc., 117 Highbridge Street, Suite U-3, Fayetteville, NY 13066.

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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, mzmoira@dhs.nyc.gov

j12-24

HOUSING AUTHORITY

PURCHASING DIVISION
 SOLICITATIONS

Goods

ELECTRICAL WIRES – Competitive Sealed Bids – RFQ #6285 – DUE 03-03-09 AT 10:35 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.
Housing Authority, 23-02 49th Avenue, 5th Floor SCOD Long Island City, NY 11101. Bid documents available via internet ONLY: http://www.nyc.gov/html/nycha/html/business/goods_materials.shtml Atul Shah (718) 707-5450.

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SMOKE DETECTORS – Competitive Sealed Bids – RFQ #6321 – DUE 03-03-09 AT 10:30 A.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Housing Authority, 23-02 49th Avenue, 5th Floor SCOD Long Island City, NY 11101. Bid documents available via internet ONLY: http://www.nyc.gov/html/nycha/html/business/goods_materials.shtml Atul Shah (718) 707-5450.

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GAL ELEVATOR PARTS – Competitive Sealed Bids – RFQ #6345 – DUE 03-03-09 AT 10:40 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.
Housing Authority, 23-02 49th Avenue, 5th Floor SCOD Long Island City, NY 11101. Bid documents available via internet ONLY: http://www.nyc.gov/html/nycha/html/business/goods_materials.shtml Atul Shah (718) 707-5450.

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HOUSING PRESERVATION & DEVELOPMENT

AWARDS

Human/Client Service

HOUSING PRESERVATION INITIATIVE – BP/City Council Discretionary – PIN# 806099070026 – AMT: \$142,000.00 – TO: Urban Justice Center, 123 Wall Street, 16th Floor, New York, NY 10038.

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Services (Other Than Human Services)

LONG DISTANCE TRACKING SYSTEM – Small Purchase – PIN# 806091000549 – AMT: \$100,000.00 – TO: ISI Telemanagement Solutions, Inc., 1051 Perimeter Drive, Suite 200, Schaumburg, IL 60173.

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PARKS AND RECREATION

CAPITAL PROJECTS DIVISION
 SOLICITATIONS

Construction Related Services

ARCHITECTURAL DESIGN SERVICES - RFP – Request for Proposals – PIN# 8462008C000D01-8 – DUE 02-27-09 AT 4:00 P.M. – SUBMISSION EXTENSION: 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. As part of this effort, Parks and Recreation is pleased to announce the following contracting opportunity:

Architectural Design Services to prepare documents as needed for the Construction and Reconstruction of Various Park Buildings and Facilities located in the five boroughs.

These procurements are subject to participation goals for M/WBEs and/or WBEs as required by Local Law 129 of 2005.

Copies of the RFP can be obtained at the Agency's website <http://www.nyc.gov/parks>, the City Record's website www.nyc.gov/cityrecord.

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 Flushing Meadows-Corona Park, Room 61, Flushing, NY 11368. Grace Fields-Mitchell (718) 760-6687 grace.fields-mitchell@parks.nyc.gov

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REVENUE AND CONCESSIONS

SOLICITATIONS

Services (Other Than Human Services)

RENOVATION, OPERATION AND MAINTENANCE OF AN OUTDOOR CAFE – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# M10-33-SB – DUE 03-10-09 AT 3:00 P.M. – At Mineral Springs in Central Park, Manhattan. Parks will hold a recommended proposer meeting on Friday, February 27, 2009 at 11:00 A.M. at the concession site, which is located between 69th and 70th Streets and between Terrace Drive and Sheep Meadow in Central Park, Manhattan. All interested parties are urged to attend.

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. Alexander Han (212) 360-1397, alexander.han@parks.nyc.gov

f3-17

OPERATION OF A HIGH-QUALITY SPECIALTY CART WITH SEATING – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# M10-72-SB – DUE 03-16-09 AT 3:00 P.M. – At the Arcade at Bethesda Terrace, Central Park, Manhattan. Parks will hold a recommended proposer meeting on Tuesday, February 24, 2009 at 1:00 P.M. at the concession site, which is located on the north side of the 72nd Street Transverse Road in Central Park. All interested parties are urged to attend.

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) 360-1397, evan.george@parks.nyc.gov

f10-24

POLICE

AGENCY CHIEF CONTRACTING OFFICER

SOLICITATIONS

Services (Other Than Human Services)

CORRECTION: INVOICED AUTO TOWING, STORAGE, AUCTIONING AND SALVAGE SERVICES – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 056090000629 – DUE 03-02-09 AT 2:00 P.M. – CORRECTION: The NYPD seeks an appropriately qualified contractor to provide services and management of a new operation that includes the intake, storage, and release of up to 9000 vehicles per year, with an average daily inventory of approximately 5,000 vehicles. The pre-proposal conference and site visit will be held at 10:00 A.M. (sharp) on February 17, 2009 at the College Point Auto Pound, 129-05 31st Avenue, College Point, NY 11354. The pre-proposal conference is optional but it will be the only pre-proposal conference and site visit that the NYPD will conduct for this procurement.

This procurement is subject to participation goals for MBEs and/or WBEs as required by Local Law 129 of 2005.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Police Department, 51 Chambers Street, Room 310, New York, NY 10007. Frank Bello (646) 610-5220, frank.bello@nypd.org

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CONTRACT ADMINISTRATION UNIT

INTENT TO AWARD

Services (Other Than Human Services)

CORRECTION: LIVESCAN – Sole Source – Available only from a single source - PIN# 056090000648 – DUE 02-24-09 AT 8:00 A.M. – Correction: NYPD intends to award this contract to Sagem Morpho Incorporated through sole source procurement method.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Police Department, 51 Chambers Street, Room 310, New York, NY 10007. Howard Babich (646) 610-5214.

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SANITATION

AGENCY CHIEF CONTRACTING OFFICER

SOLICITATIONS

Services (Other Than Human Services)

REMOVAL OF DERELICT VEHICLES – Competitive Sealed Bids – DUE 03-19-09 AT 11:00 A.M. – PIN# 82709DV00038 - BRONX, PASSENGER VEHICLES ONLY
 PIN# 82709DV00039 - MANHATTAN AND BRONX, TRUCKS ONLY
 PIN# 82709DV00041 - QUEENS, PASSENGER VEHICLES ONLY

The New York City Department of Sanitation seeks a qualified licensed metal salvager (a Scrap Metal Processor) to remove, store and dispose of Derelict Vehicles from the boroughs of Queens (Passenger Vehicles Only), the Bronx (Passenger Vehicles Only), Manhattan and the Bronx (Trucks Only).

This is a Revenue Contract. There will be no pre-bid conference. Payment Security Requirements are required from the Supplier who is awarded a Contract. Prospective bidders must address any questions or correspondence relating to this Invitation for Bids to: Mr. Michael Bonacorsa, Director, Derelict Vehicle Operations, 136 West 20th Street, New York, New York 10011, telephone number (212) 727-7628 or by fax (212) 645-7519. VSID#: 58067.

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 Sanitation, 51 Chambers Street, Room 806, New York, NY 10007. ACCO, (917) 237-5357; (917) 237-5358.

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AWARDS

Services (Other Than Human Services)

NEGOTIATED ACQUISITION EXTENSION – Negotiated Acquisition – PIN# 82709RR00043 – AMT: \$9,200,000.00 – TO: Henningson, Durham and Richardson Architecture and Engineering, 711 Westchester Avenue, White Plains, NY 10604. The Department of Sanitation has determined that there is a compelling need to extend a contract for professional services beyond the cumulative 12-month limit to Henningson, Durham and Richardson Architecture and Engineering, P.C. The vendor has special expertise and extensive acquired knowledge, developed over the contract term, about multiple projects and alternative scenarios, which expertise and knowledge is required to support the

Agency' efforts to fulfill its Solid Waste Management Plan (SWMP) projects development and implementation responsibilities. A new contractor could not develop this extensive acquired knowledge in a time frame to allow the Agency to achieve SWMP milestones. The proposed contract award amount is \$9.2 million; the proposed contract term is five years.

The vendor has special expertise and acquired knowledge.

f11-18

SCHOOL CONSTRUCTION AUTHORITY

CONTRACT ADMINISTRATION

■ SOLICITATIONS

Construction / Construction Services

SCIENCE LAB UPGRADE – Competitive Sealed Bids – PIN# SCA09-004445-1 – DUE 03-05-09 AT 11:00 A.M. Science Lab Upgrade. Four (4) Schools in Brooklyn. Project Range: \$1,280,000.00 to \$1,352,000.00.

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, (718) 472-8360.

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, Plans Room Window, 30-30 Thomson Avenue, Room #1046, Long Island City, NY 11101. Kevantae Idlett (718) 472-8360, kidlett@nycsca.org

f13-20

Human / Client Service

TRANSPORTATION EXPENSE BENEFITS SERVICES

– Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 09-00049R – DUE 02-19-09 AT 2:00 P.M. – A provider to process the Authority's Qualified Transportation Expense (OTE) Employee Benefits Program. Proposals will be accepted from the following firms: Accor Services, USA; Benefit Resources, Inc.; eTrac; Conexis; TransitCenter; and WageWorks.

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. Sal DeVita (718) 472-8049 sdevita@nycsca.org

f11-18

Services (Other Than Human Services)

CONSULTANT SERVICES – Competitive Sealed Proposals – PIN# SCA09-00047R – DUE 02-20-09 AT 2:00 P.M.

In Connection with Auditing the NYC School Construction Authority's Financial Statements.

Proposals will be accepted from the following firms: BDO Consulting; Ernst and Young LLP; Grant Thornton, LLP; J.H. Cohn LLP; Margolin Winer and Evens; Marks, Paneth and Shron, LLP; Pricewaterhousecoopers, LLP.

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

School Construction Authority, 30-30 Thomson Avenue, 1st Floor, Long Island City, New York 11101. Nacardie Louis (718) 752-5851, nlouis@nycsca.org

f11-18

CONTRACT SECTION

■ SOLICITATIONS

Construction / Construction Services

INSTALLATION OF VIDEO SURVEILLANCE SECURITY CAMERAS – Competitive Sealed Bids – PIN# SCA09-12307D-1 – DUE 03-06-09 AT 10:00 A.M. Six (6) Various Schools (Manhattan). Project Range: \$1,770,000.00 - \$1,863,000.00. 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, (718) 752-5852.

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

f17-23

TRANSPORTATION

ADMINISTRATION

■ SOLICITATIONS

Services (Other Than Human Services)

PUBLIC SAFETY AND SUSTAINABLE TRANSPORTATION – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 84109MBAD382 – DUE 03-11-09 AT 2:00 P.M. Contract documents available during the hours of 9:00 A.M. -

3:00 P.M. ONLY. Public Safety and Sustainable Transportation Education and Media Campaigns. A Pre-Proposal Conference will be held on February 25, 2009 at 2:00 P.M. at 40 Worth Street, Room 814, New York, NY 10013. The Request For Proposal is also available on NYCDOT Website <https://a841-dotwebpcard01.nyc.gov/RFP/html/asp/rfp.asp> 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 through 220 Church Street, New York, NY. Due to increased building security bidders should allow extra time and ensure that proper photo identification 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 Dani Simons at (212) 442-8074. Vendor Source ID#: 58041 and 58043.

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 Unit, Office of the Agency Chief Contracting Officer, 40 Worth Street Room 824A, New York, NY 10013.

Bid Window (212) 442-7565.

f17

BRIDGES

■ SOLICITATIONS

Construction / Construction Services

BID EXTENSION: REPLACEMENT OF SHORE BELT PARKWAY BRIDGE OVER PAERDEGAT BASIN, ROCKAWAY PARKWAY AND FRESH CREEK BASIN

– Competitive Sealed Bids – PIN# 84107BKBR186 – DUE 03-31-09 AT 11:00 A.M. – BID EXTENSION: (A) Replacement of the Shore (Belt) Parkway Bridge over Paerdegat Basin (B) replacement of the Shore (Belt) Parkway Bridge over Rockaway Parkway (C) Replacement of the Shore (Belt) Parkway Bridge over Fresh Creek Basin, Borough of Brooklyn. This contract is subject to Apprenticeship Program Requirements as described in the Solicitation Materials. A deposit of \$100.00 made payable to New York City Department of Transportation is required to obtain bid/contract documents. The deposit must be made in the form of a certified check or money order made payable to the New York City Department of Transportation. No Cash Accepted. Due to increased building security please allow extra time and ensure that proper photo identification 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 Andre Celestin, P.E. at (212) 487-7822.

This Project is federally aided and is subject to the provision of Title 23 of the United State Code, as amended, and applicable New York State statutes. In compliance with these provisions, the minimum wages to be paid to laborers and mechanics are included in wage schedules that are set out in the bid proposal. Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids and the City of New York hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the basis of race, color, sex, sexual orientation, national origin, age or place of residence. Prospective bidder's attention is also directed to the requirements of schedule "H" in the proposal concerning DBE participation in the contract. The schedule of proposed DBE participation is to be submitted by the apparent low bidder within 10 business days after the date of opening of bids. Vendor Source ID#: 56997.

Advertisement period Legally mandated by Federal Government Rules.

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 Unit, Office of the Agency Chief Contracting Officer, Room 824A, 40 Worth Street, New York, NY 10013.

Bid Window (212) 442-7565.

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DIVISION OF TRAFFIC

■ SOLICITATIONS

Services (Other Than Human Services)

BID EXTENSION: INSTALL MALL PAVEMENT AND THERMOPLASTIC MARKINGS – Competitive Sealed Bids – PIN# 84109MBTR356 – DUE 02-18-09 AT 11:00 A.M. – BID EXTENSION: Installation of Pedestrian Mall Pavement Painting and Thermoplastic Lines on City Streets, in the Boroughs of the City of New York. This procurement is subject to participation goals for Minority-Owned and Woman-Owned Business Enterprise (M/WBE) Program as required by Local 129 of 2005. This Contract is subject to Apprenticeship Program Requirements as described in the solicitation materials. A deposit of \$50.00 in the form of

certified check or money order made payable to New York City Department Transportation is required to obtain Contract Bid/Proposal Documents. NO CASH ACCEPTED. Refund will only be made for Contract/Proposal Documents that are returned in its original condition within 10 business days after Bid Opening. Due to increased building security please allow extra time and ensure that proper photo identification 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 Michael Tomlinson at (718) 433-3180. Vendor Source ID#: 57184.

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.

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YOUTH AND COMMUNITY DEVELOPMENT

■ SOLICITATIONS

Goods & Services

SYSTEM FOR ADULT LITERACY EDUCATION TRACKING

– Sole Source – Available only from a single source - PIN# 260090000LAC – DUE 02-27-09 AT 5:00 P.M. DYCD is seeking for a vendor that could provide a web-based student information and reporting system to be used by DYCD and its contractors.

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 Youth and Community Development, 156 William Street, NYC 10038. Rosa Elsevyf (212) 676-8128, relsevyf@dycd.nyc.gov

f17-23

AGENCY PUBLIC HEARINGS ON CONTRACT AWARDS

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

POLICE

■ PUBLIC HEARINGS

CANCELLATION OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, February 19, 2009, in Spector Hall, 22 Reade Street, Main Floor, Borough of Manhattan, commencing at 10:00 A.M. on the following:

IN THE MATTER of a proposed contract between the Police Department of the City of New York and Petraco Consulting, 73 Ireland Place, PMB 128, Amityville, New York 11701, for the provision of Forensic Consulting Services and to serve as a Technical Leader for the Criminalistics Section of the Police Department's Laboratory. The contract amount shall be \$357,500. The contract term shall be for 1,095 Consecutive Calendar Days (3 years) from the Notice to Proceed and will contain two two-year options to renew. PIN#: 056070000551.

The proposed contractor has been selected by means of the Competitive Sealed Proposal Method, pursuant to Section 3-03 of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the New York City Police Department, Contract Administration Unit, 51 Chambers Street, Room 310, New York, NY 10007, on business days, from February 6, 2009 to February 19, 2009, excluding Holidays, from 9:30 A.M. to 4:30 P.M. Please contact the Contract Administration Unit at (646) 610-5753 to arrange a visitation.

Anyone who wishes to speak at this public hearing should request to do so in writing. The written request must be received by the Police Department within 5 business days after the publication of this notice. Written requests to speak should be sent to Jordan Glickstein, Deputy ACCO, NYPD Contract Administration Unit, 51 Chambers Street, Room 310, New York, NY 10007, or to Jordan.glickstein@nypd.org. If the Police Department does not receive any written requests to speak within the prescribed time, then the Police Department reserves the right not to conduct the public hearing.

f17-19

SPECIAL MATERIALS

LABOR RELATIONS

NOTICE



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

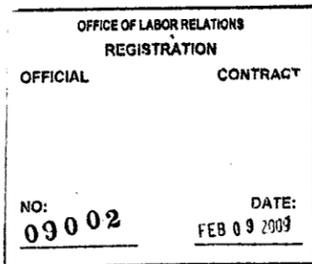
JAMES F. HANLEY
 Commissioner
 MARGARET M. CONNOR
 First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
 FROM: JAMES F. HANLEY, COMMISSIONER
 SUBJECT: EXECUTED CONTRACT: AUTO MECHANICS, ET AL.
 TERM: APRIL 1, 2002 TO MAY 30, 2008

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Health and Hospitals Corporation on behalf of the City of New York and the Local 246, Service Employees International Union ("SEIU"), AFL-CIO on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: FEB 09 2009



**Local 246, SEIU
 2002-2008 Auto Mechanics Non-Economic Agreement**

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**Local 246, SEIU
 2002 - 2008 Auto Mechanics Non-Economic Agreement**

COLLECTIVE BARGAINING AGREEMENT entered into this 2nd day of December 2008, 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 Local 246, Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union"), for the seventy-three month and thirty day period from April 1, 2002 to May 30, 2008.

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):

Title Code	Title	Title Code	Title
92505	Auto Machinist	92611	Machinists Helper
92510	Auto Mechanic	91210	Motor Grader Operator
92511	Auto Mechanic (Diesel)	90736	Rubber Tire Repairer
91704	Battery Repairer	92340	Sheet Metal Worker
90706	Carriage Upholsterer	91835	Sign Painter
90708	Door Check Repairer	90764	Supervisor Door Check Repairer
90709	Door Stop Maintainer	90762	Supervisor Door Stop Maintainer
91719	Electrician (Automobile)	92343	Supervisor Sheet Metal Worker
91825	Letterer	91215	Tractor Operator
92610	Machinist		

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, 1989, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees" or any other applicable Executive Order.
- b. Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the 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.

ARTICLE III - WAGES AND SUPPLEMENTS

The wages and other supplements applicable to employees covered by this Agreement shall be in accordance with the respective Determinations of the Comptroller, subject to the terms and conditions thereof.

ARTICLE IV - MANAGEMENT RIGHTS

It is the right of the Employer to determine the standards of service to be offered by the agency; determine the standards of selection for employment; direct its employees; determine, establish and revise standards of acceptable employee performance; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE V - GRIEVANCE PROCEDURE

- Section 1.**
 Definition: The term "Grievance" shall mean:
- a. A dispute concerning the application or interpretation of the terms of this Collective Bargaining Agreement;
 - b. A claimed violation, misinterpretation or misapplication of the rules 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 Civil Service Commission 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 competitive employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetency 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 competitive 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.

Section 2.
 The Grievance Procedure, except for paragraphs (D) and (E) of Sections 1, shall be as follows:

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1c, 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 limitations 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 verbally or in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a reply in writing by the end of the third work day following the date of submission.

NOTE: The following STEP I(a) shall be 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 written reply to the employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

STEP II - An appeal from an unsatisfactory determination at Step I or Step I(a), where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in Step I. The appeal must be made within five (5) work days of the receipt of the Step I or Step I(a) determination. The agency head or designated representative, if any, shall 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. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from Step II determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

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

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 or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.
 In any case involving a grievance under Section 1e of this Article, the following procedure shall govern upon service of written charges of incompetency or misconduct:

STEP A - Following the service of written charges, a

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

If the **employee** is satisfied with the determination in **STEP A** above, the **employee** may choose to accept such 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 ten (10) 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 5.

Any grievance of a general nature affecting a large number of **employees** and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this **Agreement** shall be filed at the option of the **Union** at **STEP III** of the grievance procedure, without resort to previous steps.

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 present at any grievance hearing and shall be given fortyeight (48) hours' notice of all grievance hearings.

Section 9.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure,

may be waived by mutual agreement of the parties.

Section 10.

- a. Any grievance relating to a claimed improper holding of 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 of such grievance to the **Commissioner of Labor Relations**, and the arbitrator shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the **Employer** and the **Union**.

Section 11.

A non-Mayoral agency not covered by this **Agreement** but which employs **employees** in titles identical to those certified by this contract may elect to permit the **Union** to appeal an unsatisfactory decision 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. 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 ten (10) 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 nonMayoral agency involved.

Section 12.

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

Section 13. Expedited Arbitration Procedure

- a. The parties agree that there is a need for an expedited arbitration process 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 be limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
 - i. SELECTION AND SCHEDULING OF CASES:
 - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 13 and notify the parties of proposed hearing dates for such cases.
 - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
 - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
 - (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.
 - ii. CONDUCT OF HEARINGS
 - (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross

examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.

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

ARTICLE VI - UNION ACTIVITY

Section 1.

Time spent by Union Officials and 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. No employee shall otherwise engage in union activities during the time he/she is assigned to his/her regular duties.

Section 2.

The Employer agrees not to discriminate in any way against any employee for union activity, but such activity shall not be carried on during working hours or in working areas.

Section 3.

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

ARTICLE VII - 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 VIII - OVERTIME

Section 1.

All overtime shall, as far as practicable, be distributed equitably among the employees in each work area within a department.

Section 2.

The designation of work areas for the purposes of overtime shall be made by each department.

Section 3.

Overtime records in each department may be available for inspection by a duly authorized officer of the Union.

Section 4.

Whenever possible, officers of the Union will be notified of the distribution of overtime.

Section 5.

An employee directed to return to work after completing a shift shall be guaranteed a minimum of two (2) hours of work.

ARTICLE IX - TRANSFERS

Section 1.

The term "transfer" shall mean the reassigning of an employee from one "geographic location" to another. For purposes of the Article, the parties shall define "geographic location" as it applies to the Department of Sanitation, the Police Department and the Fire Department.

Section 2.

With the exception of temporary transfers, voluntary transfers from one geographic location to another shall be made on the basis of seniority in title, work performance, attendance record, disciplinary record, as well as the qualifications to perform the specific work.

Section 3.

With the exception of temporary transfers, involuntary transfers from one geographic location to another shall be made on the basis of least seniority in title, providing the remaining personnel have the ability and qualifications to perform the required work.

Section 4.

Temporary transfers shall be limited to a period of not more than thirty (30) calendar days.

Section 5.

With the exception of temporary transfers, all vacancies that the Employer has decided to fill shall be posted on a department bulletin board five (5) working days in advance of the effective date prior to filling except when such vacancies are to be filled in an emergency. (With respect to the

Department of Sanitation, the posting period as set forth in this Section, shall be for ten (10) working days and shall apply to transfers between zones only).

Section 6.

In the event that the Employer subsequently hires employees, an employee who was involuntarily transferred pursuant to Section 3 of this Article, has the right within one year and without a bid to return to the work location from which he was transferred before any other employee can be placed in that work location.

Section 7.

With the exception of temporary transfers, an opening from which an employee is transferred and its resulting vacancy, if any, may be processed in accordance with Section two (2) and three (3) of this Article. Further transfers resulting from the aforementioned vacancy shall be exempt from this Article V, and filled in the manner set forth in Section three (3) of this Article.

ARTICLE X - BULLETIN BOARDS AND NOTICES

Section 1.

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. The minimum space to be provided on any such bulletin board shall be sufficient for a document on paper size "8-1/2 x 13".

Section 2.

Notices or announcements shall not contain anything political or controversial or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees and no material, notices or announcements which violate the provisions of this Section shall be posted. A violation of this Section which continued after notice to the Union shall result in revocation of the rights and privileges contained in this Article X.

Section 3.

The Union shall be given copies of all notices which pertain to the employees and which a department has decided to post or otherwise publicize within the department.

ARTICLE XI - WORKING CONDITIONS

Section 1.

Where practicable a minimum temperature of 50 degrees Fahrenheit shall be maintained in all indoor areas where employees are directed to work, wash up, and dress.

Section 2.

Where practicable, areas not exclusively used for repairs and in which traffic is allowed, shall be segregated for employees when they are required to work in said areas. Such segregated areas shall have warning devices such as signs, lights and other safety equipment to prevent accidental entrance of vehicles.

Section 3.

The Employer shall make all reasonable efforts to provide employees with sanitary washing and toilet facilities, including hot and cold running water, toilet paper, paper towels, proper lighting and ventilation.

Section 4.

An ample supply of potable drinking water shall be available to all employees in their respective work locations.

Section 5.

Adequate locker space shall be provided for each employee.

Section 6.

All vehicles shall be reasonably free of debris, human waste, insects, animals and other such waste which would lead to an unhealthy and unsafe condition before employees shall be required to work on them.

Section 7.

All employee work areas shall be properly ventilated in order to prevent the collection of noxious, explosive or other dangerous fumes.

ARTICLE XII - 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 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 XIII - SAFETY

Section 1.

All alleged unsafe conditions reported by the Union, concerning employees covered by this Agreement, shall be duly noted by the appropriate supervisor and acted upon affirmatively or negatively as expeditiously as possible.

Section 2.

All alleged unsafe conditions not acted upon expeditiously may become the subject of a grievance.

ARTICLE XIV - BARGAINING BAR DURING TERM OF AGREEMENT

Section 1.

The parties acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining not within the purview of a determination pursuant to Section 220 of the Labor Law with respect to positions which are subject to said Section 220. A dispute concerning the application or interpretation of the terms of a Comptroller's Determination shall be subject to the Grievance Procedure of this Agreement. Except for the foregoing, the terms of this collective bargaining agreement represent the entire agreement of the parties. All subjects, not provided for herein, were disposed of in the course of negotiations; and the parties, accordingly, acknowledge that there remains no further duty to bargain concerning them unless consented to in writing.

Section 2.

Nothing herein shall authorize or require collective bargaining between the parties during the term of this Agreement, except that the parties may mutually agree in writing to engage in collective bargaining where (a) the matter was not specifically covered by the agreement or raised as an issue during the negotiations out of which such agreement arose and (b) there shall have arisen a significant change in circumstances with respect to such matter which could not reasonably have been anticipated by both parties at the time of the conclusion of negotiations.

Section 3.

There shall be no resumption of negotiations during the term of an agreement upon the claim that the agreement is not consummated or not executed or that one of the parties promised to resume negotiations on any particular matter unless such claim is substantiated by a written document signed by the party against whom the claim is made.

Section 4.

This contract expresses all agreements and understandings between the parties and no other agreements, understanding or practice shall be of any force or effect.

ARTICLE XV - PERSONNEL AND PAY PRACTICES

In the scheduling of vacations for employees, subject to the vacation policy and procedures of the employer, the employer agrees that vacation picks for employees covered by this Agreement shall be, by seniority in the employee's Civil Service Title.

ARTICLE XVI - 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 XVII - APPENDICES

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

ARTICLE XVIII - SAVINGS CLAUSE

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

ARTICLE XIX - 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.

WHEREFORE, we have hereunto set our hands and seals this 2nd day of December 2008.

FOR THE CITY OF NEW YORK AND RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN:

FOR LOCAL 246, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

BY: James F. Hanley, Commissioner of Labor Relations

BY: Joseph A. Colangelo, President

FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

BY: Frank Chillo, Senior Vice President

APPROVED AS TO FORM:

BY: Paul T. Rephen, Acting Corporation Counsel

OFFICE OF LABOR RELATIONS REGISTRATION OFFICIAL CONTRACT NO: 09002 DATE: FEB 09 2009

CERTIFIED TO THE FINANCIAL CONTROL BOARD. DATE: UNIT: Auto Mechanics, et al TERM: April 1, 2002 to May 30, 2008



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

JAMES F. HANLEY Commissioner

November 3, 2008

Mr. Joseph A. Colangelo President Local 246 SEIU 217 Broadway New York, NY 10007

RE: Auto Mechanics, et al. April 1, 2002 to May 30, 2008

Dear Mr. Colangelo:

Pursuant to Article IX, Section 1 of the labor agreement between the parties dated for the duration of the term of said agreement, the term "Geographic Location" shall have the following meaning in the following administrations and/or departments.

In the Sanitation Department the term geographic location shall mean a "zone", i.e., a borough shop and its satellite garages.

The borough shops and satellite garages are presently designated as follows:

Manhattan Command Borough Shop, M1, M2, M3, M3A, M4, M4A, M5, M6, M7, M8, M8A, M9, M10, M11, M12, Manhattan Lot Cleaning

Bronx Command Borough Shop, BX1, BX2, BX3, BX3A, BX4, BX5, BX6, BX6A, BX7, BX8, BX9, BX10, BX11, BX12, Bronx Lot Cleaning

Queens Command Queens North Borough Shop, BKN1, BKN2, BKN3, BKN4, BKW6, BKSA, QW1, QW2, QW3, QW4, QW5, QW5A, QW6, QN7, QN7A, QW9, QN11B, QN13A, Enforcement.

Cioffe Command Cioffe Borough Shop, BKN5, BKS7, BKN8, BKS9, BKS10, BKS11, BKS12, BKS13, BKS14, BKS15, BKS15A, BKS16, BKS17, BKS18, BK Lot Cleaning, Derelict Vehicle Operations, QN8, QN10, QN12, QS13, QS14.

Richmond Command Richmond Borough Shop, R1, R2, R3, Transfer Station and Plant 1

Central Repair Shop - 5th Floor Operations Special Chassis Shop, Forge Shop, Body Shop and Passenger Car Shop.

Central Repair Shop - 4th Floor Operations Major Component Shop, Minor Component Shop, Motor Room and Machine Shop.

In the Police Department "geographic locations" shall be co-extensions with the following subgroups:

- 1. All shops within the borough of the Bronx. 2. All shops within the borough of Manhattan. 3. All shops within the borough of Brooklyn. 4. All shops within the borough of Staten Island. 5. The Central Repair Shop in Queens. 6. All other shops in the borough of Queens.

For the Fire Department "Geographic Locations" shall include:

35th Street (Fire), Pumper Section, Chiefs Cars, Ladder Section, Machine Shop, Electrical Shop, Randalls Island Preventive Maintenance, Tire Shop.

58th Street (EMS), Support Shop, Ambulance Shop, Body Repair Section, Satellite Shops:

- 1. Coney Island 2. Seaview 3. Gouverneur 4. Jacobi 5. Randalls Island

Very truly yours,

James F. Hanley Commissioner

ACCEPTED: Joseph A. Colangelo President Local 246

DATED: 11-7-08



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

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

Mr. Joseph A. Colangelo President Local 246 SEIU 217 Broadway New York, NY 10007

RE: Auto Mechanics, et al. April 1, 2002 to May 30, 2008

Dear Mr. Colangelo:

The parties agree that Local 246 can establish a voluntary benefit program through a dues check off agreement covering prevailing rate titles. Local 246 shall bear the entire cost for the implementation and maintenance of the program and enter into supplemental agreements for voluntary benefits.

Sincerely,

James F. Hanley
James F. Hanley

For Local 246, SEIU:

Joseph A. Colangelo

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

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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER
SUBJECT: EXECUTED CONTRACT: WIPERS (UNIFORMED)
TERM: AUGUST 1, 2006 TO JULY 31, 2008

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and the Uniformed Firefighters Association on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED:

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT
NO: 090001 DATE: JAN 27 2008

WIPERS (UNIFORMED)
2006 - 2008 AGREEMENT

- ARTICLE I - RECOGNITION
- ARTICLE II - UNION SECURITY
- ARTICLE III - WORK SCHEDULE
- ARTICLE IV - UNION REPRESENTATION
- ARTICLE V - SALARIES
- ARTICLE VI - NIGHT SHIFT DIFFERENTIAL
- ARTICLE VII - SECURITY BENEFIT FUND
- ARTICLE VIII - HEALTH AND HOSPITALIZATION BENEFITS
- ARTICLE IX - ANNUITY FUND
- ARTICLE X - VACATION AND LEAVE
- ARTICLE XI - SAFETY STANDARDS
- ARTICLE XII - TRANSPORTATION
- ARTICLE XIII - INDIVIDUAL RIGHTS
- ARTICLE XIV - GRIEVANCE PROCEDURE
- ARTICLE XV - DELEGATES
- ARTICLE XVI - NO STRIKE
- ARTICLE XVII - LABOR-MANAGEMENT COMMITTEE
- ARTICLE XVIII - PRODUCTIVITY ISSUES
- ARTICLE XIX - LINE OF DUTY DEATH BENEFIT
- ARTICLE XX - DEATH BENEFIT UNUSED LEAVE AND COMPENSATORY TIME
- ARTICLE XXI - WORK CREDIT
- ARTICLE XXII - OCCUPATIONAL HEALTH AND SAFETY
- ARTICLE XXIII - MISCELLANEOUS
- ARTICLE XXIV - APPLICABLE LAWS
- ARTICLE XXVI - SAVINGS CLAUSE
- APPENDIX A
- APPENDIX B
- APPENDIX C
- APPENDIX D
- APPENDIX E

WIPERS (UNIFORMED)
2006 - 2008 AGREEMENT

AGREEMENT entered into this 3rd day of July 2008, by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Firefighters Association of Greater New York, (hereinafter referred to as the "Union"), for the period from August 1, 2006 through July 31, 2008.

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 - RECOGNITION

Section 1.

The employer recognizes the Union as the sole collective bargaining agent for the unit consisting of all Wipers (Uniformed) employed by the Fire Department of the City of New York.

Section 2.

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

ARTICLE II - UNION SECURITY

Section 1.

The Employer agrees that all employees may become and remain members of the union in good standing.

Section 2.

The Employer further agrees that all new employees hired subsequent to the date of signing this Agreement may become and remain members of the Union in good standing.

Section 3.

It is further agreed that the decision to become or remain members of the Union in good standing shall remain discretionary both with the employees and with the Union subject to the provisions of Section 12-314 of the Administrative Code.

Section 4.

- A. The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in the Unit and the City shall checkoff and transmit such dues to the Union, all in accordance with the Mayor's Executive Order #98, dated May 15, 1969, entitled "REGULATIONS REGULATING THE CHECKOFF OF UNION DUES" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "REGULATIONS GOVERNING PROCEDURES FOR ORDERLY PAYROLL CHECKOFF OF UNION DUES."
- B. The 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 the proper form, acceptable to the City, which bears the signature of the employee.

Section 5.

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

ARTICLE III - WORK SCHEDULE

Section 1.

- A. Working hours of Wipers (Uniformed), shall be in accordance with Section 15-112 of the Administrative Code of the City of New York.
- B(i) Notwithstanding the above Section 1a, the Fire Department shall have the right to schedule employee's assigned to non-firefighting duties such as the Division of Training, the Bureau of Fire Prevention, Headquarters, and other similar units or administrative functions to duty schedules that do not conform to the duty schedule described in this Article III.
- B(ii) Prior to an involuntary assignment, the department shall endeavor to obtain qualified volunteers. The determination of such employee's qualifications shall be made at the discretion of the Department, whose decision shall be final. The involuntary assignment of an employee shall be limited to one year, but may be extended to two years in such cases where unique and extraordinary skills or functions are required and where such assignment is of critical importance to the Fire Department.
- B(iii) Notwithstanding the foregoing no such assignment shall be made on a punitive basis.

Section 2.

The Commissioner shall install a two platoon system for Wipers (Uniformed), in accordance with Section 15-112 of the Administrative Code.

Section 3.

Wipers (Uniformed), when specifically directed by the Commissioner or Chief of the Department or the Chief's representatives to perform work in excess of "working hours" as noted in Section 1 of this Article III shall be compensated for the same by cash payment at the rate of time and one-half based on the regular salary for Wipers (Uniformed) for the actual period of overtime worked.

Section 4.

When Wipers (Uniformed) are not continued on duty but are ordered to report for emergency duty from a scheduled off tour or a scheduled rest period, they shall be compensated for a minimum of four hours if not assigned to duty and for a minimum of six hours if assigned to duty. Such compensation shall be at the overtime rate of time and one-half, in accord with Section 3 of this Article.

Section 5.

Notwithstanding anything to the contrary provided herein, any Wiper (Uniformed) who is recalled to duty after having completed the Wiper's regular tour of duty but before the commencement of the Wiper's next regular tour and who is assigned to duty or held without assignment for a period which extends into the commencement of that next regular

tour shall be compensated pursuant to the regular overtime provisions of Section 3 of this Article only for the actual time so assigned or held; and the same shall be deemed pre-shift overtime.

Section 6.

Overtime shall continue to be calculated on the basis of 2088 hours per year.

ARTICLE IV - UNION REPRESENTATION

The elected officers of the Union shall be permitted to visit all fire units to which employees are assigned on the official business of the Union. The elected official shall announce that official's presence to the officer in command and carry his function in a reasonable manner, subject to established labor relations and the Regulations for the Uniformed Forces.

ARTICLE V - SALARIES

Section 1.

The base annual salary rates for Wipers (Uniformed) shall be as follows:

	Effective 8/1/06	Effective 8/1/07
Entry	\$68,240	\$70,970

Section 2.

- A. Longevity adjustments shall be paid as follows:
 - (i) Effective 8/1/06

Class of Positions Or Detail	Effective 8/1/06			
	5 Years	10 Years	15 Years	20 Years
Wipers (Uniformed)	\$2,000	\$3,000	\$4,000	\$5,000

- (ii) Effective 9/1/07

Class of Positions Or Detail	Effective 9/1/07			
	5 Years	10 Years	15 Years	20 Years
Wipers (Uniformed)	\$3,000	\$4,000	\$5,000	\$6,000

- B. The term "service" as used herein shall mean service in the Fire Service of the City of New York.
- C. The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completion of 20 years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.
- D. Calculation of the night shift differential shall be based upon the longevity schedules in effect prior to February 1, 1995.

Section 3.

Each employee shall receive eleven paid holidays annually.

Section 4. General Wage Increase.

- A. (i) Effective August 1, 2006, employees shall receive a rate increase of 4.0%.
- (ii) Effective August 1, 2007, employees shall receive an additional rate increase of 4.0%.
- B. The general increases provided for in this Section 4 shall be calculated as follows:
 - (i) The increase in Section 4A(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 31, 2006; and
 - (ii) The rate increase in Section 4A(ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on July 31, 2007.
- C. The general increase provided in this Section 4 shall be applied to the base rates and salary grades fixed for the applicable titles.

Section 5.

Paychecks shall be distributed to the employee's unit by 6:00 P.M., but not before 3:00 P.M. on the Thursday preceding payday.

ARTICLE VI - NIGHT SHIFT DIFFERENTIAL

- A. There shall be a 10% differential continued for all work actually performed by Wipers (Uniformed), between the hours of 4:00 P.M. and 8:00 A.M., provided that more than one hour is actually worked after 4:00 P.M. and before 8:00 A.M.

B. In lieu of the payments required by Article VI, Paragraph A of this Collective Bargaining Agreement, the Employer shall pay all employees, pro-rata, an annual amount equal to 5.4 percent of the sum of each such employee's base annual salary rate plus longevity adjustments.

This benefit shall be computed on the basis of the rates set forth in Article V (Salaries) plus longevity adjustments in effect prior to February 1, 1995.

ARTICLE VII - SECURITY BENEFIT FUND

A. (i) Effective August 1, 2006, the City shall continue to contribute the annual amount of \$1,425 for each employee for remittance to the mutually agreed upon Security Benefit Fund of the Uniformed Firefighters Association, pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

(ii) Effective July 31, 2008, the City's contribution to the Welfare Fund (Retiree Security Benefit Fund) shall be increased by \$80.00 per annum.

B. Such payments shall be made pro-rata by the City each twenty-eight days.

C. Pursuant to its commitment, the UFA will continue to provide benefits to employees' domestic partners.

D. Effective June 1, 2002, Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Security Benefits Fund of the Uniformed Firefighters Association at the time of such separation pursuant to a supplemental agreement between the City and the Security Benefits Fund of the Uniformed Firefighters Association shall continue to be so covered, subject to the provisions of Paragraphs A through C hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.

E. Firefighters Health and Safety Fund

Effective August 1, 2006, the City shall continue to contribute \$50 per annum for each active Employee to the Welfare Fund (Security Benefit Fund) to establish a civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the applicable Welfare Fund, they are to be maintained in a separate account and shall not be commingled with the other monies received by the Welfare Fund. Only the \$50 provided above may be used for civil legal representation. No additional monies from the Welfare Fund may be used for civil legal representation.

Upon execution of a new supplemental agreement between the City of New York and the Union, subject to approval by the Corporation Counsel, the \$50.00 pro-rata per annum contribution to the Health and Safety Fund shall cease and desist and shall be converted to a \$50.00 pro-rata per annum increase for active employees to the Welfare Fund (Security Benefit Fund). In addition, the existing corpus of the Health and Safety Fund referred to above shall be transferred to the Welfare Fund (Security Benefit Fund) for active employees.

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

ARTICLE VIII - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

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

Where an employee is suspended without pay for disciplinary reasons, the employee shall continue to receive health and hospitalization benefit coverage during the period of suspension.

Section 2.

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

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

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

Effective with the reopener period for Health Insurance

subsequent to January 1, 1981 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

A. Effective May 1, 1995 and thereafter, the City's cost for each employee and for each retiree under age 65 shall be equalized at the Community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the GHI-CBP/Blue Cross payment for family coverage shall be equal to the payment for HIP/HMO family coverage.

B. If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3A, the City shall not bear the additional costs.

C. The City (and other related Employers) shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits:

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

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

Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.

D. In the event that there is a citywide or program wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the Union will not be treated any better or any worse than any other Union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

Section 4. Health Care Flexible Spending Account.

a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.

b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE IX - ANNUITY FUND

A. The City shall continue to contribute the following sums to the Annuity Fund established by the Union, for each class of positions and detail as follows:

Class of Positions or Detail	Per Annum Amount
Wipers (Uniformed)	Eff: August 1, 2006 \$1,323.05

Payments of this contribution shall be made each twenty-eight (28) days by the City to the Union's Annuity Fund pursuant to the terms of a supplemental agreement reached by the parties and approved by the Corporation Counsel.

ARTICLE X - VACATION AND LEAVE

Section 1.

Each Wiper (Uniformed) shall be entitled to vacation leave as prescribed in the Annual Leave Allowance Program for the Fire Department as established by the Board of Estimate

Resolution 6/27/57 - (CAL. NO. 580) as amended to date, and in regulations for the Uniformed Force. Annual Leave Credit shall be pro-rated each year for Wipers (Uniformed) appointed after January 1.

A. An annual leave allowance, based on service in the Department, shall be granted to Wipers (Uniformed) in accordance with the following:

SERVICE	ANNUAL LEAVE	MONTHLY ACCRUAL
3 years & over	21 work days (9-9 hr. tours; 6-15 hr. tours)	1-3/4 work days
Less than 3 years	15 work days (7-9 hr. tours; 4-15 hr. tours)	1-1/4 work days

B. Effective January 1, 1999, an annual leave allowance, based on service in the Department, shall be granted to Wipers (Uniformed) in accordance with the following:

SERVICE	ANNUAL LEAVE	MONTHLY ACCRUAL
3 years & over	26 work days (10-9 hr. tours; 8-15 hr. tours)	2-1/6 work days
Less than 3 years	20 work days (8-9 hr. tours; 6-15 hr. tours)	1-2/3 work days

C. Effective January 1, 2006, an annual leave allowance, based on service in the Department, shall be granted to Wipers (Uniformed) in accordance with the following:

SERVICE	ANNUAL LEAVE	MONTHLY ACCRUAL
3 years & over	25 work days (10-9 hr. tours; 7-15 hr. tours)	16.25 hours
Less than 3 years	19 work days (8-9 hr. tours; 5-15 hr. tours)	12.25 hours

Section 2.

If an employee does not receive, or because of illness or the needs of the Fire Department, is unable to take all or part of the vacation in a calendar year, that employee may be entitled to carry the unused portion over into and take such unused portion during the succeeding year but not beyond.

Section 3.

Excused time accorded to all other personnel employed by the City such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day, shall be granted equally to employees covered by this Agreement. Employees not accorded the day off shall be credited with compensatory time off.

Section 4.

Compensatory days shall be subject to the exigencies of the Department. Where an employee is entitled to receive a compensatory day and is denied the request of that employee's choice of a compensatory day, that employee shall have the right, in accordance with existing procedures, to take such compensatory time subsequently, or, subject to the discretion of the Department, receive cash, at straight time, for the applicable period in which event payment shall be made as soon as possible.

Section 5.

Any employee who is on light duty as a result of a line of duty illness or injury and who has not yet taken a vacation shall not be required to take the vacation while that employee is continued on light duty.

Rescheduling of any such vacation shall be subject to the exigencies of the Department.

ARTICLE XI - SAFETY STANDARDS

The Department shall establish minimum safety standards for Diesel Fireboats consistent with the applicable standards of the American Bureau of Ships, and the United States Coast Guard and shall have annual inspections by the Fire Department to insure the maintenance of these standards.

ARTICLE XII - TRANSPORTATION

The Department recognizes its responsibility to provide transportation to and from fires and in emergencies. When transportation is not made available, and an employee is authorized to use and uses that employee's personal car, that employee shall be paid \$1.75 for that use. Payment shall be made within a reasonable time.

ARTICLE XIII - INDIVIDUAL RIGHTS

It is the policy of the Employer to secure for all employees their rights and privileges as citizens in a democratic society, consistent with their duties and obligations as employees of the Fire Department and the City of New York. To further the administration of this policy, the following guidelines are established:

Section 1.

Interrogations, interviews, trials, and hearings conducted by duly authorized representatives of the Employer shall be conducted during reasonable hours, preferably when an employee is on duty. If an interrogation, interview, or hearing takes place when an employee is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is a witness is not on duty, that employee shall be compensated

by cash payment for the time spent including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is an accused is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of straight time, unless the trial was postponed by the accused for that employee's convenience or for the convenience of counsel and/or the union representative, in which case the accused shall receive no compensation.

Section 2.

At the time an employee is notified to appear for interrogation, interview, trial or hearing, the Employer shall advise the employee either in writing, when practicable, or orally to be later confirmed in writing of (1) the specific subject matter of such interrogation, interview, trial or hearing; and (2) whether that employee is a suspect or non-suspect. If notified orally, the employee shall be given a written notice before the interrogation, interview, trial or hearing. If an interrogation or interview may lead to disciplinary action, the employee may be accompanied by counsel and/or a union representative at such interrogation or interview.

Section 3.

Notice of trial shall be in writing at least ten (10) days in advance of such trial, unless the employee waives such notice or unless that employee applies or has applied for a service retirement.

Section 4.

The employee who is the subject of interrogation, interview, trial or hearing shall be advised of the name, rank, and unit of the officer in charge of the interrogation, interview, trial or hearing and of the name, rank and unit or other identification of all persons present connected with the interrogation, interview or hearing. The questioning of employees shall be of reasonable duration and the employee shall be allowed time for personal needs, meals and necessary telephone calls. Offensive or profane language shall not be used, nor shall the employee be threatened for failure to answer questions or promised anything if that employee does answer questions.

Section 5.

When an employee is a suspect in a departmental investigation or trial, the officer in charge of the investigation or trial shall give the employee the following warning before that employee is questioned:

I wish to advise you that you have all the rights and privileges guaranteed by the law of the State of New York and the Constitutions of this State and of the United States, including the right not to be compelled to incriminate yourself. You have the right to have an attorney present if you wish. I wish further to advise you that if you refuse to answer any questions relating to the performance of your duties, you will be subject to dismissal from your employment with the City. However, if you do answer questions, neither your answers nor any information or evidence which is gained by reason of such answers can be used against you in any criminal proceeding. You are advised, however, that if you knowingly make any false answers or deceptive statements, you may be subject to criminal prosecution and disciplinary action by reason thereof.

Such employee shall also be advised of the right to union representation. When the interrogating officer is advised by the employee that employee desires the aid of counsel and/or a union representative, the interrogation shall be suspended and the employee shall be granted a reasonable time to obtain counsel and/or a union representative, which time shall be at least two working days.

If it appears that the investigation may result in a disciplinary proceeding based on the Employee's answer to questions or on the refusal to answer, a stenographic or electronic record of the questioning of the employee shall be made unless the exigencies of the situation prevent such recording.

In the event that an employee is subject to charges by the Department, any such record shall be made available to the employee or their representative. The cost of the recording shall be shared equally by the parties.

Section 6.

- A.** An employee shall not be questioned by the Employer on personal behavior while off duty and out of uniform except that the Employer shall continue to have the right to question an employee about personal behavior while off duty and out of uniform in the following areas:
- i.** matters pertaining to official department routine or business;
 - ii.** extra departmental employment;
 - iii.** conflict of interest;
 - iv.** injuries or illnesses;
 - v.** residency;
 - vi.** performance as volunteer firefighter;
 - vii.** loss or improper use of department property.
- B.** If an employee alleges a breach of subdivision (a) of this Section 6., that employee has the right to a hearing and determination by the Impartial Chair within 24 hours following the claimed breach. To exercise this right, the employee must request such arbitration at the time when an official of the

Employer asks questions in an area which is disputed under subdivision (a) of this Section. If the employee requests such arbitration, that employee shall not be required to answer such questions until the arbitrator makes the award.

Section 7.

All employees are reminded that failure to answer relevant questions may result in disciplinary action including dismissal from the Department.

Section 8.

In the course of an investigation or interrogation, an employee who is not a suspect is required to cooperate in the investigation of a complaint. Statements the employee has made in the course thereof may not be used against that employee in a subsequent proceeding in which that employee becomes a suspect.

Section 9.

If an employee is found not guilty in a disciplinary hearing, the record of the proceedings shall not become part of that employee's personal record. An employee who is found not guilty shall have the right to examine their personal record in the presence of an official of the Department after written request to the Department to ascertain compliance.

Section 10.

If the Employer fails to comply with the provisions of this Article, any questions put to the employee shall be deemed withdrawn and the refusal to answer any such questions shall not be prejudicial to the employee. Withdrawal as herein described shall not preclude the Department from proceeding anew in the manner prescribed herein.

Section 11.

The employee shall have the right, at that employee's own expense, to have a personal physician consult with the Departmental Medical Board after the examination and interview of the employee, but before the Departmental Board completes its record and makes its recommendation. Present practice regarding filing of medical statements and documents shall continue.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as a complaint arising out of a claimed violation, misinterpretation, or inequitable application of the provisions of this Agreement, or of existing policy or regulations of the Fire Department affecting the terms and conditions of employment. A direct order, written or verbal, by a Superior Officer, under all circumstances, must be carried out and objections raised at a later date through the formal grievance procedure. The Union designates the Union Delegates, as defined in Article XV of this Agreement, as an employee's representative. In the event that any Wiper shall present a grievance, such grievance shall be handled in the following manner.

STEP NO. I

- A.**
- 1.** An aggrieved member initiates the grievance procedure by explaining a problem verbally to that member's immediate supervisor.¹
 - 2.** If the matter is not resolved to the employee's satisfaction, the aggrieved employee may request the Union delegate to discuss the matter verbally with the immediate supervisor as noted above.
 - 3.** Prior to the formal presentation of the grievance or complaint to the Company Commander, every effort shall be made to find ways and means of identifying and removing the cause of the grievance or complaint.
 - 4.** If the matter remains unresolved following the discussion outlined above, the grievance shall formally be submitted in writing on a prescribed form, to the Company Commander. Such formal submission must, in any event, occur within 120 days following the date on which the grievance arose.²
- B.**
- 1.** Upon request of the aggrieved employee, the Union Delegate and/or Union official shall accompany the member at a meeting with the Company Commander who shall specify date, time and place of hearing. Said Company Commander shall, within five (5) calendar days of receipt of appeal, notify all concerned of the date, time and place of hearing and details of the grievance.³
 - 2.** The determination of the Company Commander passing on the grievance shall be in writing, and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved, and the Union Representative within five (5) calendar days after the meeting.
 - 3.** If the grievance is not resolved to the satisfaction of the aggrieved, the employee has the right to proceed to the next step in the grievance procedure.
- C.**
- 1.** Time lost by Union delegates in the adjustment of a grievance shall not be compensable.
 - 2.** Time lost by an aggrieved member in the adjustment of a grievance shall not be compensable.

¹ In some instances the Company Commander will also be the

immediate supervisor, in which case the Commander will participate in the Step No. I as the immediate supervisor. If the matter is not resolved, that Officer will then act as the Company Commander.

² In case of an extended absence of the Company Commander exceeding thirty (30) days, the Senior Lieutenant or other officer designated by the Battalion Commander shall act in place of the regular Company Commander.

³ If a grievance relates to the nature of an order issued by a superior, Section 25.1.1 of Departmental Regulations for the Uniform Force shall be complied with.

STEP NO. II

An official of the United Firefighters Association shall be the member's representative at this step of the grievance procedure. The official to whom the appeal shall be made shall be the Division Commander or the Division Commander's designee.

- A.** An appeal from the Step I determination shall be forwarded by the aggrieved in writing, on the prescribed form to the Officer to whom the appeal is to be made within five (5) calendar days after the aggrieved received a copy of the determination of the Company Commander.
- B.** Upon receipt of the aggrieved employee, a Union representative shall accompany that employee at a meeting with the Officer to whom the appeal is to be made who shall specify the date, time, place of hearing and details of grievance.
- C.**
- 1.** The determination of the Officer passing upon the appeal shall be in writing and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved and Representative within five (5) calendar days after the hearing.
 - 2.** If the grievance is not resolved at this level, the aggrieved, either individually or by the representative, has the right to proceed to the next step in the grievance procedure.

STEP NO. III

An official of the Union may be designated as the Union representative on the Department level; no more than four (4) members of the Executive Board are to attend a meeting.

- A.** An appeal from the Step II determination must be forwarded in writing by the aggrieved, on the prescribed form, to the Fire Commissioner within five (5) calendar days after the aggrieved receives a copy of the determination.
- B.** The Commissioner, the Chief of Department, the Chief in Charge - Bureau of Personnel and Administration, and/or their designees, the aggrieved and/or the representatives shall work for a satisfactory resolution of the grievance or complaint through conference, negotiation, and agreement. Such conference should be held within ten (10) days of the receipt of the appeal. The Commissioner shall within five (5) days after such conference serve the determination, in writing, upon the aggrieved employee and the representative.

STEP NO. IV

If after completion of all of the steps provided for above, such grievance has not been resolved within the Department, the Union solely shall have the right to bring such grievance to the Office of Collective Bargaining for impartial arbitration in accordance with the applicable provisions of the New York City Collective Bargaining Law and Consolidated Rules promulgated by the Office of Collective Bargaining with respect to arbitration. Notice of the Union's intent to proceed to arbitration shall be served on the Commissioner of Labor Relations within ten (10) days of receipt of the Fire Commissioner's decision.

In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The Employer shall commence such arbitration by submitting a written request therefore to the Office of Collective Bargaining, with a copy to the Union, and the matter shall proceed in accordance with the Consolidated Rules of the Office of Collective Bargaining. The arbitrator shall hold a hearing within ten (10) days after the arbitrator receives a request for arbitration at a time and place convenient to the parties, and the arbitrator shall issue an award within ten (10) days after the completion of the hearing.

Section 2.

The time limits contained in this Article may be modified by mutual agreement. Any grievance decision not appealed within the time limits prescribed in this Agreement after receipt of the determination of the appropriate department official shall be considered settled on the basis of such determination and shall not be subject to further appeal. In the event that the Department fails to comply with the time limits prescribed herein, the grievance automatically shall be advanced to the next step.

Section 3.

It is understood and agreed by and between the parties that there are certain grievable disputes which are of a department level or of such scope as to make adjustments at Step I and Step II of the grievance procedure impracticable and, therefore, such grievance shall be instituted at Step III of the grievance procedure.

Section 4.

When possible every effort shall be made to hold grievance hearings when a union representative involved is on duty.

ARTICLE XV - DELEGATES

The union shall elect a Delegate from their designation. Such delegate shall perform the delegate's regular duties as an employee and shall be considered a representative of the Union.

ARTICLE XVI - NO STRIKE

The Union and the Employees shall not induce or engage in any strikes, slowdowns, work stoppages or mass absenteeism nor shall the Union induce any mass resignations during the term of this Agreement.

ARTICLE XVII - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee ("Committee").

Section 2.

The Committee shall consider and may recommend to the Fire Commissioner changes in the working conditions of the employees, including, but not limited to, health and safety issues. Matters subject to the Grievance Procedure contained in this Agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter.

Section 3.

The Committee shall consist of six members. The Fire Commissioner and the President of the Union shall each select three members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement, provided, however that the appointing party may remove members that party has appointed at any time. Vacancies shall be filled by the appointing party.

Section 4.

The Committee shall select a Chair from among its members at each meeting. The Chair of the Committee shall alternate between the members designated by the Fire Commissioner and the members designated by the President of the Union. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet at the call of either the Union members or the City members at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the party calling the meeting at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance. Minutes shall be kept of each meeting with responsibility for keeping minutes alternating between the members designated by each of the parties. Copies of minutes shall be typed and promptly distributed to all members of the Committee. The Committee shall make its recommendations to the Fire Commissioner in writing.

ARTICLE XVIII - PRODUCTIVITY ISSUES

Section 1.

The Union recognizes that the provisions of this Article XVIII are matters concerning which the Employer has the right to act unilaterally. Notwithstanding the above, the parties agree to the following sections:

Section 2. Flexible Response.

The Union recognizes the unilateral right of the City to determine the type and level of response, City-wide.

Section 3.

The parties agree that the City may make unilateral changes and install programs unilaterally subject to the following:

- (1) Submission of the intended program to the Office of Labor Relations.
- (2) No less than 2 weeks' notice of the change is to be given to the Union.
- (3) Within two weeks the Union is to be given an opportunity to discuss the changes with the City.
- (4) If no agreement is reached as a result of such discussion, the City may install the program; and the Union reserves all rights it has to oppose the same.

Section 4. Performance Compensation

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

The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult

and/or unique assignments. The City will notify and discuss with each affected union of its intent to pay such additional compensation and the individuals to be compensated.

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

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

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

ARTICLE XIX - LINE OF DUTY DEATH BENEFIT

Section 1.

In the event that a Wiper (Uniformed), dies on or after January 1, 1971 because of an injury incurred through no fault of that employee's own while actually responding to, working at or returning from an alarm, a payment of \$25,000 will be made from funds other than those of the Retirement System, in addition to any other payment which shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 2.

Semi-private hospital accommodations shall be provided for Wipers (Uniformed) covered by this Agreement injured in the line of duty.

ARTICLE XX - DEATH BENEFIT UNUSED LEAVE AND COMPENSATORY TIME

If an employee dies while employed by the City, that employee's estate shall receive payment in cash for the following as a death benefit:

- A. All unused accrued annual leave up to a maximum of 54 days' credit;
- B. All unused accrued compensatory time earned subsequent to March 15, 1968 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE XXI - WORK CREDIT

Runs and workers shall be credited to the relocated working company.

ARTICLE XXII - OCCUPATIONAL HEALTH AND SAFETY

Section 1.

All protective gear required by the Department shall be provided without cost to employees covered by this agreement in a quartermaster system. The Department shall also provide dress uniforms and work station uniforms via the quartermaster system. In addition, the City shall provide a \$250 per year per employee cleaning allowance.

Section 2.

Effective May 31, 2002, the provisions of Section 1., above, shall no longer apply. Wipers shall receive a uniform allowance in the amount of \$1,000 to be paid in accord with existing standard procedures instead of both the Quartermaster system and the cleaning allowance.

Effective August 1, 2005, the uniform allowance shall be \$1,100 per annum, to be paid in accord with existing standard procedures.

ARTICLE XXIII - MISCELLANEOUS

Section 1.

- (a) Each member shall receive a duplicate copy of any medical records made by the Department which are included in his medical/personal file at the time of the preparation of such records.
- (b) The Department shall have a reasonable time to develop and implement the necessary systems and paperwork to comply with the foregoing.

Section 2.

The City shall furnish to each unit a copy of the collective bargaining agreement within 60 days of its final approval.

ARTICLE XXIV - APPLICABLE LAWS

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 XXVI - SAVINGS CLAUSE

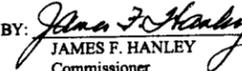
Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

WHEREFORE, we have hereunto set our hands and seals this 3rd day of July, 2008.

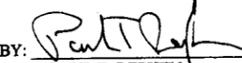
UNIFORMED FIREFIGHTERS ASSOCIATION

BY: 
STEPHEN J. CASSIDY
President

CITY OF NEW YORK

BY: 
JAMES F. HANLEY
Commissioner

APPROVED AS TO FORM:

BY: 
PAUL T. REPHEN
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:

UNIT: Wipers (Uniformed)

TERM: August 1, 2006 to July 31, 2008

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: 090001	DATE: JAN 27 2009



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

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

Appendix A

Stephen J. Cassidy, President
Uniformed Firefighters Association
204 East 23rd Street
New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2006 to July 31, 2008

Dear Mr. Cassidy:

As you are aware there is an outstanding violation assessed against the Fire Department by the New York State Department of Labor, docketed as case no. PES-1-89, concerning the provision of protective clothing.

The parties herein agree that the current uniform allowance is sufficient to comply with state regulations that require that protective clothing be provided at no cost to the employee. The UFA will work with the City to secure abatement of the above violation. If this agreement does not serve to completely and expeditiously abate the violation, the parties agree to take the necessary steps to do so. It is understood that as part of a proposed abatement plan the Department may at its sole discretion move elsewhere in the agreement or modify the contract provisions dealing with the uniform allowance and take other steps, which may include instituting or changing Department procedures, in order to develop and implement such a plan. The UFA agrees not to pursue any potential claim for retroactive liability either through the Department of Labor or individually.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFA

BY: 
STEPHEN J. CASSIDY
Wipers 2006 - 2008



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

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

Appendix B

Stephen J. Cassidy, President
Uniformed Firefighters Association
204 East 23rd Street
New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2006 to July 31, 2008

Dear Mr. Cassidy:

This is to confirm our mutual understanding that the parties agree that during negotiations for the successor contract to this 2006-2008 agreement, they shall negotiate the issue of increasing the City's contribution to the Security Benefit Fund as the first issue to be negotiated. The issues to be negotiated shall include the intent of the parties to equalize the City's total contribution to the fund with the

contributions made by the City to other union health and welfare funds and that the UFA will be responsible for the cost of such increased contributions.

Very truly yours, James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE UFA

By: Stephen J. Cassidy

THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS 40 Rector Street, New York, NY 10006-1705

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

Appendix C

Stephen J. Cassidy, President Uniformed Firefighters Association 204 East 23rd Street New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2006 to July 31, 2008

Dear Mr. Cassidy:

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

Effective as soon as practicable on or after September 1, 2007, members injured in the line of duty who require medications to treat the illness or injury as authorized by the Bureau of Health Services will have all related costs of such medications fully covered by the Fire Department.

The Fire Department reserves the right to determine the means, methods and procedures by which such prescription drugs shall be paid and/or reimbursed including, but not limited to, the selection of participating pharmacies and/or mail order services, and the means of payment and/or reimbursement, e.g., by prescription drug card or similar mechanism.

The Fire Department shall provided thirty (30) days notice to the Union prior to effecting any changes in the program. If the above conforms to your understanding, please execute the signature line below.

AGREED AND ACCEPTED ON BEHALF OF THE UFA

By: Stephen J. Cassidy



THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS 40 Rector Street, New York, NY 10006-1705

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

Appendix D

Stephen J. Cassidy, President Uniformed Firefighters Association 204 East 23rd Street New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2006 to July 31, 2008

Dear Mr. Cassidy:

This is to confirm our mutual understanding and agreement regarding the above Agreement.

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering August 1, 2004 to July 31, 2008, which results in greater percentage wage increases, then, at the UFA's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment - through the final steps of the bargaining process.

Very truly yours, James F. Hanley



THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS 40 Rector Street, New York, NY 10006-1705

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

Appendix E

Stephen J. Cassidy, President Uniformed Firefighters Association 204 East 23rd Street New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2006 to July 31, 2008

Dear Mr. Cassidy:

This will confirm our mutual understanding that the parties agree to discuss the assignment of duties to Wipers (Uniformed) which deviate substantially from their job description. This shall replace and be the successor to Article XVIII in the 1990-95 contract.

Very truly yours, James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE UFA

By: Stephen J. Cassidy

SCHOOL CONSTRUCTION AUTHORITY

NOTICE

NOTICE OF FILING

Pursuant to §1731 of the New York City School Construction Authority Act, notice has been filed for the proposed site selection of Block 940, Lots 1, 16, and 65, located in the Borough of Brooklyn, for the construction of a new, approximately 900-seat primary school facility to serve both Community School District Nos. 13 and 15.

The proposed site is owned by the City of New York and under the control of the New York City Department of Education. It contains a total of approximately 46,400 square feet (1.06 acres) located on the east side of 4th Avenue between Baltic and Butler Streets.

Site plans and a summary thereof for the proposed action are available at:

New York City School Construction Authority 30-30 Thomson Avenue Long Island City, New York 11101

Attention: Ross J. Holden

Comments on the proposed actions are to be sent to the New York City School Construction Authority at the above address and will be accepted until April 3, 2009.

CHANGES IN PERSONNEL

MANHATTAN COMMUNITY BOARD #11 FOR PERIOD ENDING 01/23/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Row: SARKISSIAN GEORGE 56086 \$74640.0000 INCREASE YES 10/01/08

COMMUNITY COLLEGE (BRONX) FOR PERIOD ENDING 01/23/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Rows include BROWN LARRY, DOWNER NORDA, DZUBEY CLARENCE, etc.

COMMUNITY COLLEGE (QUEENSBORO) FOR PERIOD ENDING 01/23/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Rows include ABELLARD MULGARD, ALVAREZ LUIS, BONAFoux GLADYS, etc.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Rows: SINGH TARAMATI, TALENTI EDWARD, UWADIAE KELVIN

COMMUNITY COLLEGE (KINGSBORO) FOR PERIOD ENDING 01/23/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Rows include ANDERSON DEBORAH, APENA ADELINE, BARRETT RACHEL, etc.

COMMUNITY COLLEGE (MANHATTAN) FOR PERIOD ENDING 01/23/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Rows include ABELLARD MULGARD, ADEDEJI SAMUEL, AKTAR TAHMINA, etc.

CAMMILLERI	CATHERIN A	04294	\$141.6375	INCREASE	YES	01/04/09
CAMPOS	GUADALUP	04608	\$153.2475	INCREASE	YES	01/04/09
CANADAY	WILLIAM	04716	\$111.4705	INCREASE	YES	01/04/09
CARIN	ROBERT	04716	\$107.1958	INCREASE	YES	01/04/09
CAZOROL JARA	PAULINA	10102	\$9.8500	APPOINTED	YES	01/05/09
CHARRETTE	CRYSTAL	10102	\$10.2400	RESIGNED	YES	11/03/08
CHISHOLM	CORDELIA	04716	\$126.3589	INCREASE	YES	01/04/09
CHOI	FELICE M	04716	\$115.9826	INCREASE	YES	01/04/09
CHRISTOPHERSON	JODY M	04689	\$37.7700	APPOINTED	YES	12/15/08
CHUKE	CHIDIMMA C	04294	\$141.6375	APPOINTED	YES	01/04/09
CLARK	JANE C	04294	\$166.9500	INCREASE	YES	01/04/09
COONROD	MATTHEW	10102	\$10.9200	APPOINTED	YES	01/05/09
COOPER	BARRY N	04687	\$42.8400	APPOINTED	YES	12/01/08
COOPERMAN	RONALD A	04293	\$173.7675	INCREASE	YES	01/04/09
DA COSTA	BARBARA Y	04716	\$126.3589	INCREASE	YES	01/04/09
DENNY	PETER	04716	\$126.3589	INCREASE	YES	01/04/09
DIALLO	MARIAMA	10102	\$9.8500	APPOINTED	YES	01/05/09
DIALLO	THIERNO	10102	\$9.8500	APPOINTED	YES	01/05/09
DOHERTY	DON W	04294	\$166.9500	INCREASE	YES	01/04/09
DOOSTDAR	FARIBORZ	10102	\$13.4000	APPOINTED	YES	01/08/09
DRAGO	ANTHONY R	04024	\$91079.0000	INCREASE	YES	12/24/08
DUNLAP	GWENDOLY	04716	\$127.1740	INCREASE	YES	01/04/09
ERRERA	ALBERT H	04685	\$51.2200	APPOINTED	YES	12/01/08
EUBANKS	MELVIN	04293	\$240.7800	INCREASE	YES	01/04/09
FRANCIS	JASON	10102	\$11.3600	APPOINTED	YES	01/05/09
FUCHU	ARISLEID V	04716	\$111.3453	INCREASE	YES	01/04/09
FUENTES	LAZARO	04685	\$51.2200	APPOINTED	YES	12/22/08
FULLERTON	PETER A	04294	\$166.9500	INCREASE	YES	01/04/09
GALASSINI	GREGORY	04294	\$147.2850	APPOINTED	YES	01/04/09
GAMBLE	LAVERNE	04716	\$130.4348	INCREASE	YES	01/04/09
GHARTEY	CHRISTIA A	04294	\$133.5600	DECREASE	YES	01/04/09
GLASGOW	ROBIN N	04844	\$36501.0000	RESIGNED	NO	01/11/09
GO	RUDY	04716	\$118.9756	INCREASE	YES	01/04/09
GONZALEZ	JOHN P	04294	\$147.2850	INCREASE	YES	01/04/09
GREGORY	CAROLE	04294	\$166.9500	INCREASE	YES	01/04/09
GRUBERG	RONALD R	04687	\$42.8400	APPOINTED	YES	12/12/08
GUILLETTE	SUZANNE D	04294	\$141.6375	INCREASE	YES	01/04/09
HAGINS	HENRY T	04716	\$107.1958	INCREASE	YES	01/04/09
HAHN	ANNA	04716	\$107.1958	INCREASE	YES	01/04/09
HALL	AMANDA	04716	\$55.7351	INCREASE	YES	01/04/09
HANSEN	HARDAYE	04609	\$188.8500	INCREASE	YES	01/04/09
HAYWOOD	TONISHA	10102	\$10.1700	APPOINTED	YES	01/08/08
HERNANDEZ	SOTERO	10102	\$11.7100	RESIGNED	YES	07/06/08
HERNANDEZ	YANET A	04802	\$26714.0000	APPOINTED	NO	01/04/09
HILL-FARMER	ROBIN Y	10102	\$9.8500	APPOINTED	YES	01/13/09
HOLMES	SHEILA D	04802	\$26714.0000	APPOINTED	NO	01/04/09
HUBBARD	JULIANA	04716	\$107.1958	INCREASE	YES	01/04/09
HUEBERT	JOHN C	10102	\$9.9600	APPOINTED	YES	11/21/08
ISAAC	ROCHELL	04294	\$147.2850	INCREASE	YES	01/04/09
JALLOH	ALAHAJI W	10102	\$9.8500	APPOINTED	YES	01/05/09
JANG	WOOK	10102	\$10.3600	APPOINTED	YES	01/08/09
JAVAI	TANWEER	04294	\$133.5600	APPOINTED	YES	01/04/09
JIMENEZ	ERIKA	10102	\$9.8500	APPOINTED	YES	12/29/08
JOARDER	SHAHINA R	10102	\$10.9900	RESIGNED	YES	11/04/08
JORIF	ROLANDO L	04293	\$160.6275	APPOINTED	YES	01/04/09
JULMISSE	EVELYN	04293	\$166.9500	INCREASE	YES	01/04/09
KAAYA	NICHOLAS F	10102	\$9.8500	APPOINTED	YES	01/13/08
KAN	PICHUN	10102	\$9.9600	APPOINTED	YES	12/07/08
KAZADI	ILUNGA	10102	\$10.1700	APPOINTED	YES	01/06/09
KENNEDY	ANN MARI	04294	\$160.0875	INCREASE	YES	01/04/09
KIM	ROSE	04687	\$42.8400	APPOINTED	YES	09/22/08
KIM	SUSAN I	04689	\$37.7700	APPOINTED	YES	12/12/08
KLASS	SOPHIA	10102	\$9.8500	APPOINTED	YES	01/05/09
KOUAKOU	ETIENNE	04716	\$107.1958	INCREASE	YES	01/04/09
KRAKOWSKI	MATLEDRA S	04716	\$51.8690	INCREASE	YES	01/04/09
LAMBERT	PERCY L	04605	\$221.4675	INCREASE	YES	01/04/09
LAPARL-GREEN	CHANTAL	04716	\$107.1958	INCREASE	YES	01/04/09
LARANGEIRA	CRISPIN	04294	\$166.9500	INCREASE	YES	01/04/09
LESTER	LANNY M	04291	\$214.6725	INCREASE	YES	01/04/09
LEWIS	NANCY R	04716	\$126.3589	INCREASE	YES	01/04/09
LI	PENG	10102	\$10.1700	APPOINTED	YES	12/10/08
LINO	DOMINIQU	04058	\$53251.0000	RESIGNED	YES	12/31/08
LONG	GLORIA	04716	\$107.1958	INCREASE	YES	01/04/09
LUCAS	KAREEM M	04689	\$37.7700	APPOINTED	YES	12/01/08
MAC DONNA	VANESSA	04716	\$41.4953	INCREASE	YES	01/04/09
MAHARJAN	SANTOSH	10102	\$10.3600	APPOINTED	YES	01/06/09
MAKDISI	MICHAEL	04293	\$180.5850	INCREASE	YES	01/04/09
MANDELKORN	STEVEN J	04294	\$166.9500	INCREASE	YES	01/04/09
MARKSTEIN	LINDA	04291	\$207.7875	APPOINTED	YES	01/04/09
MATHEWS	D PATRIC	04686	\$46.1900	APPOINTED	YES	11/19/08
MATOS	APOLINAR D	04294	\$141.6300	APPOINTED	YES	01/04/09
MATOS	APOLINAR D	04294	\$141.6375	APPOINTED	YES	01/05/08
MCNAIR	ROSELIE	04294	\$166.9500	APPOINTED	YES	01/04/09
MCNEIL	MYRON L	04716	\$53.5980	INCREASE	YES	01/04/09
MCNEISH	TIBAB	04716	\$126.3589	INCREASE	YES	01/04/09
MONTOLIO	SERGIO M	04716	\$69.1585	INCREASE	YES	01/04/09
NATH	DHIMAN	10102	\$9.8500	APPOINTED	YES	01/02/09
NAVAS	FRANK	04605	\$295.2900	INCREASE	YES	01/04/09
NOBLEZA	FRANCIS	04716	\$140.6933	INCREASE	YES	01/04/09
OCONNOR	DEVLYN	10102	\$9.8500	APPOINTED	YES	12/29/08
OFIAJA	NICHOLAS D	04293	\$173.7675	INCREASE	YES	01/04/09
OKAFOR	EKWUTOSI	04293	\$144.4680	DECREASE	YES	01/04/09
OLANIYAN	TOMI	10102	\$9.8500	APPOINTED	YES	12/29/08
OPPENHEIM	STEPHANI	04687	\$42.8400	APPOINTED	YES	09/22/08
ORTIZ	JOHN	10102	\$9.8500	APPOINTED	YES	12/29/08
PASSANTINO	NANCY J	04294	\$166.9500	INCREASE	YES	01/04/09
PAULINO	YESSICA	10102	\$9.9600	APPOINTED	YES	01/08/09
PERDOMO	ALICIA	04687	\$42.8400	APPOINTED	YES	09/22/08
PERRY	COLLIN	04716	\$55.3268	INCREASE	YES	01/04/09
PERRY	SHIRLEY	10102	\$9.8500	APPOINTED	YES	01/05/09
PETERS	CHANDRAG P	04716	\$115.0663	INCREASE	YES	01/04/09
PHANG	YVONNE	04605	\$266.3700	INCREASE	YES	01/04/09
PIERRE	DWIGHT	04294	\$128.0700	DECREASE	YES	01/04/09
PIERRE	JAMES	04841	\$10.2900	APPOINTED	YES	01/05/09
POGUE	LOUIS	04716	\$125.0605	INCREASE	YES	01/04/09
POLANCO	JUAN C	04294	\$167.0850	INCREASE	YES	01/04/09
RAMIREZ	ARMANDO	04716	\$107.1958	INCREASE	YES	01/04/09
RECORD	AIMEE J	04294	\$153.2475	INCREASE	YES	01/04/09
REED	ROSEMARI	04294	\$166.9500	APPOINTED	YES	01/04/09
REILLY	JOAN R	04716	\$107.1958	INCREASE	YES	01/04/09
REYNAROWYCH	ZENON	04687	\$42.8400	APPOINTED	YES	12/19/08
RIVERA	FRANCES	04716	\$107.1958	INCREASE	YES	01/04/09

RODRIGUEZ	FRANCISC A	04294	\$166.9500	INCREASE	YES	01/04/09
ROGERS	NANCY	04689	\$37.7700	APPOINTED	YES	12/12/08
ROMAN	JOHN	04294	\$166.9500	INCREASE	YES	01/04/09
SALADO	NORMA	10102	\$9.8500	APPOINTED	YES	01/02/09
SANDE	MELISSA	04689	\$37.7700	APPOINTED	YES	12/12/08
SANFORD	BRUCE R	04294	\$166.9500	INCREASE	YES	01/04/09
SANGSTER	DONALD B	04293	\$160.6275	APPOINTED	YES	01/04/09
SCHEIMAN	ARNOLD J	04293	\$240.7800	INCREASE	YES	01/04/09
SELIG	RALPH	04291	\$177.1740	DECREASE	YES	01/04/09
SHARPE	BRUCE	04294	\$153.2475	INCREASE	YES	01/04/09
SHKRAB	ALEKSAND	04293	\$74.2600	DECREASE	YES	01/06/09
STANFORD	YINKA G.	04716	\$53.5980	INCREASE	YES	01/04/09
STEINKOLER	MANYA	04293	\$160.6275	INCREASE	YES	01/04/09
STEINKOLER	MANYA	04293	\$160.6275	APPOINTED	YES	01/04/09
SU	GUANG-RU	10102	\$10.3600	APPOINTED	YES	01/06/09
SUKIE	LYGIA	10112	\$9.8500	APPOINTED	YES	12/29/08
TANNU	SHIREEN	04294	\$166.9500	INCREASE	YES	01/04/09
TELCHER	SUSAN	04689	\$37.7700	APPOINTED	YES	12/12/08
THOMAS	CAREI	04687	\$42.8400	APPOINTED	YES	01/06/09
THOMAS	LAHISHA R	04294	\$141.6375	APPOINTED	YES	01/04/09
TOLAN	JAMES E	04607	\$167.0850	INCREASE	YES	01/04/09
TOWNAS	IOANNIS	04293	\$160.6275	INCREASE	YES	01/04/09
TOWNSEND	RAZELLE E	10102	\$10.3600	APPOINTED	YES	01/08/09
TRAORE	IBRAHIMA	04294	\$153.2475	INCREASE	YES	01/04/09
TRENT	DAMION	04716	\$107.1958	INCREASE	YES	01/04/09
UDDIN	SHAHIN	04294	\$113.3100	APPOINTED	YES	01/04/09
UDOCHI	JOHN F	04716	\$100.2800	INCREASE	YES	01/04/09
VALENTIN JR.	MANUEL	04716	\$107.1958	INCREASE	YES	01/04/09
VEGA	JULIE M	04294	\$166.9500	INCREASE	YES	01/04/09
WEBB	JAMES	04689	\$37.7700	APPOINTED	YES	12/12/08
WEI	CHING-SO D	04293	\$230.9400	INCREASE	YES	01/04/09
WILKINSON	SEAN O	04716	\$95.0930	INCREASE	YES	01/04/09
WILLIAMS	ABBIE	04802	\$26714.0000	APPOINTED	NO	01/04/09
WILLIAMS	TIFFANY V	10102	\$10.2400	RESIGNED	YES	11/16/08
WU	ZHIFANG	10102	\$9.9600	APPOINTED	YES	01/06/09
XU	YIBAO	04687	\$42.8400	APPOINTED	YES	09/22/08
YANG	SHAO SHA	10102	\$10.1700	APPOINTED	YES	01/06/09
YIGEZU	GIRUM	10102	\$9.9600	APPOINTED	YES	01/08/09
YOUNG	CHANDRA	04294	\$141.6375	APPOINTED	YES	01/04/09
YOUNG	TIMOTHY	04716	\$111.4705	INCREASE	YES	01/04/09
ZHOU	JIANMING	10102	\$9.9600	APPOINTED	YES	01/06/09
ZUPOLO	CYBELE M	04294	\$141.6375	INCREASE	YES	01/04/09

COMMUNITY COLLEGE (HOSTOS)
FOR PERIOD ENDING 01/23/09

NAME	NUM	SALARY	ACTION	PROV	EFF DATE	
ALMODOVAR	MARINELL	10102	\$10.9900	APPOINTED	YES	01/08/09
BURGOS	BLANCA C	10102	\$9.8500	APPOINTED	YES	01/14/09
DEL ROSARIO	ROCIO	10102	\$9.8500	APPOINTED	YES	01/05/09
HANNAH	DARRELL L	04861	\$26516.0000	APPOINTED	YES	01/04/09
KEITZ	CINDY	10102	\$12.0000	APPOINTED	YES	12/29/08
LAURENCE	PATRICK	04861	\$26516.0000	APPOINTED	YES	01/04/09
MCGRUDER	KEVIN	04294	\$141.6400	APPOINTED	YES	12/21/08
MEDINA	LORNA M	04625	\$40.0000	APPOINTED	YES	12/23/08
PENA	FLAUBERT H	04625	\$40.0000	APPOINTED	YES	01/14/09
WIGHT	NANCY	04625	\$40.0000	APPOINTED	YES	01/13/09

COMMUNITY COLLEGE (LAGUARDIA)
FOR PERIOD ENDING 01/23/09

NAME	NUM	SALARY	ACTION	PROV	EFF DATE	
BROWN	MICHELLE D	04607	\$71.3900	APPOINTED	YES	01/05/09
BUSBY	SHERMIRA R	04625	\$32.2100	APPOINTED	YES	11/03/08
COTTER	MATTHEW J	04294	\$62.9500	APPOINTED	YES	01/05/09
DIEME	SERGE A	10102	\$13.5000	APPOINTED	YES	01/05/09
GARCIA	DINO	04688	\$37.7700	APPOINTED	YES	12/01/08
GRAHAM	FELIX	10102	\$12.0000	APPOINTED	YES	01/12/09
HALEVI	MICHELLE	04293	\$			

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, 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 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.