



# THE CITY RECORD

Official Journal of The City of New York

THE CITY RECORD  
U.S.P.S. 0114-660

Printed on paper containing  
40% post-consumer material

VOLUME CXXXVI NUMBER 51

TUESDAY, MARCH 17, 2009

PRICE \$4.00

## TABLE OF CONTENTS

### PUBLIC HEARINGS & MEETINGS

Administration for Children's Services	.937
City Council	.941
City Planning Commission	.942
City Planning	.946
Community Boards	.946
Deferred Compensation Plan Board	.946
Board of Education Retirement System	.946
Employees' Retirement System	.946
Environmental Control Board	.946
Landmarks Preservation Commission	.946
Transportation	.948

### PROPERTY DISPOSITION

Citywide Administrative Services	.948
<i>Division of Municipal Supply Services</i>	.948
Police	.948
<i>Auction</i>	.948

### PROCUREMENT

Citywide Administrative Services	.948
<i>Division of Facilities Management and Construction</i>	.948
<i>Division of Municipal Supply Services</i>	.948
<i>Vendor Lists</i>	.948
Design and Construction	.949
<i>Contract Section</i>	.949

Environmental Protection	.949
<i>Bureau of Wastewater Treatment</i>	.949
Health and Hospitals Corporation	.949
Health and Mental Hygiene	.949
Homeless Services	.949
<i>Office of Contracts and Procurement</i>	.949
Housing Authority	.949
Housing Preservation and Development	.950
<i>Division of Maintenance</i>	.950
Labor Relations	.950
Parks and Recreation	.950
<i>Revenue and Concessions</i>	.950

School Construction Authority	.950
<i>Contract Administration</i>	.950
<i>Bureau of Contracts Services</i>	.950

### AGENCY PUBLIC HEARINGS

Parks and Recreation	.950
----------------------	------

### AGENCY RULES

Finance	.951
---------	------

### SPECIAL MATERIALS

City Planning	.951
Collective Bargaining	.951
Labor Relations	.951
Landmarks Preservation Commission	.959

READERS GUIDE	.960
---------------	------

## THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

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

Published Monday through Friday, except legal holidays by the Department of Citywide Administrative Services of the City of New York under Authority of Section 1066 of the New York City Charter.

Subscription—\$500 a year; daily, \$4.00 a copy (\$5.00 by mail) Periodicals Postage Paid at New York, N.Y.  
POSTMASTER: Send address changes to THE CITY RECORD, 1 Centre Street, Room 2208, New York, N.Y. 10007 - 1602

Editorial Office  
1 Centre Street, Room 2208  
New York N.Y. 10007-1602  
Telephone (212) 669-8252

Subscription Changes/Information  
1 Centre Street, Room 2208  
New York N.Y. 10007-1602  
Telephone (212) 669-8252

The City of New York Home Page  
provides Internet access via the WORLD  
WIDE WEB to solicitations and awards  
<http://www.nyc.gov/cityrecord>

## PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

### ADMINISTRATION FOR CHILDREN'S SERVICES

#### ■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held at the Administration for Children's Services, 150 William Street, 9th Floor – Conference Room 9C-1, Borough of Manhattan, on March 27, 2009, commencing at 10:00 A.M. on the following:

IN THE MATTER of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

#### Contractor/Address

- Brooklyn Kindergarten Society, Inc.  
1360 Fulton Street #519, Brooklyn, NY 11216  
**PIN** 06810NE30030 **Amount** \$5,086,852.00
- Catholic Charities Neighborhood Services, Inc.  
191 Joralemon Street, Brooklyn, NY 11201  
**PIN** 06810NE30040 **Amount** \$14,641,358.00
- East Tremont Child Care And Development Center, Inc.  
1811 Crotona Avenue, Bronx, NY 10457  
**PIN** 06810NE10050 **Amount** \$933,956.00
- Nuestros Ninos Day Care Center, Inc.  
384 South 4th Street, Brooklyn, NY 11211  
**PIN** 06810NA30060 **Amount** \$1,558,484.00
- Bethany Day Nursery, Inc.  
224 W. 152nd Street, New York, NY 10039  
**PIN** 06810NE70110 **Amount** \$1,174,108.00
- Mary McLeod Bethune Day Care Center, Inc.  
360 Pulaski Street, Brooklyn, NY 11206  
**PIN** 06810NA30130 **Amount** \$988,342.00
- Citizens Care Day Care Center, Inc.  
146 St. Nicholas Ave., New York, NY 10026  
**PIN** 06810NE70230 **Amount** \$4,932,164.00
- Claremont Neighborhood Centers, Inc.  
489 East 169th Street, Bronx, NY 10456  
**PIN** 06810NE10240 **Amount** \$1,723,134.00

- Cornerstone Day Care Center, Inc.  
574 Madison Street, Brooklyn, NY 11221  
**PIN** 06810NE30310 **Amount** \$1,245,992.00

- East Calvary Day Care Center, Inc.  
1 West 112th Street, New York, NY 10026  
**PIN** 06810NE70330 **Amount** \$984,174.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

IN THE MATTER of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

#### Contractor/Address

- East Harlem Block Nursery, Inc.  
215 East 106th Street, New York, NY 10029  
**PIN** 06810NE70340 **Amount** \$2,210,176.00
- Flushing Day Care Center, Inc.  
36-06 Prince Street, Flushing, NY 11354  
**PIN** 06810NE80410 **Amount** \$702,908.00
- Goddard Riverside Community Center, Inc.  
593 Columbus Avenue, New York, NY 10024  
**PIN** 06810NE70450 **Amount** \$1,170,770.00
- Grand Street Settlement, Inc.  
80 Pitt Street, New York, NY 10002  
**PIN** 06810NE70460 **Amount** \$3,567,632.00
- Hamilton-Madison House, Inc.  
50 Madison Street, New York, NY 10038  
**PIN** 06810NA70490 **Amount** \$426,642.00
- Hamilton-Madison House, Inc.  
50 Madison Street, New York, NY 10038  
**PIN** 06810NE70490 **Amount** \$3,811,896.00
- Jamaica Child Care Center, Inc.  
116-55 Guy Brewer Blvd., Jamaica, NY 11434  
**PIN** 06810NE80550 **Amount** \$947,146.00
- Jamaica Day Nursery, Inc.  
108-17 159th Street, Jamaica, NY 11433  
**PIN** 06810NE80570 **Amount** \$4,558,796.00

- Jamaica NAACP Day Care Center, Inc.  
189-26 Linden Boulevard, St Albans, NY 11412  
**PIN** 06810NA80590 **Amount** \$1,046,626.00

- Colony-South Brooklyn Houses, Inc.  
297 Dean Street, Brooklyn, NY 11217  
**PIN** 06810NA30610 **Amount** \$958,762.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

IN THE MATTER of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

#### Contractor/Address

- SCAN - NY  
345 East 102 Street, 3rd Fl., New York, NY 10029  
**PIN** 06810NE70620 **Amount** \$1,407,360.00
- Anna Lefkowitz Day Care Center, Inc.  
690 Westchester Avenue, Bronx, NY 10455  
**PIN** 06810NE10630 **Amount** \$1,326,542.00
- Boys & Girls Harbor, Inc.  
1 East 104th Street, New York, NY 10029  
**PIN** 06810NE70650 **Amount** \$5,416,846.00
- East River Children's Center Committee, Inc.  
416 East 105th Street, New York, NY 10029  
**PIN** 06810NE70680 **Amount** \$706,100.00
- Lexington Children Center, Inc.  
115 East 98th Street, New York, NY 10029  
**PIN** 06810NE70690 **Amount** \$995,580.00
- Neighborhood Day Nursery of Harlem, Inc.  
1833 Lexington Avenue, New York, NY 10029  
**PIN** 06810NE70740 **Amount** \$1,618,262.00
- Open Door Associates, Inc.  
820 Columbus Avenue, New York, NY 10025  
**PIN** 06810NE70760 **Amount** \$1,224,276.00
- Sharon Baptist Board of Directors, Inc.  
1925 Bathgate Avenue, Bronx, NY 10457  
**PIN** 06810NA10790 **Amount** \$996,652.00
- Prince Hall Service Fund, Inc.  
159-30 Harlem River Drive, New York, NY 10039  
**PIN** 06810NA70810 **Amount** \$1,230,622.00
- Recreation Rooms and Settlement, Inc.  
715 East 105th Street, Brooklyn, NY 11236  
**PIN** 06810NE30820 **Amount** \$1,012,290.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Leake & Watts Services, Inc.  
463 Hawthorne Avenue, Yonkers, NY 10705  
**PIN** 06810NE10940 **Amount** \$2,870,700.00

2. Pamela C. Torres Day Care Center, Inc.  
161 St. Anns Avenue, Bronx, NY 10454  
**PIN** 06810NE10950 **Amount** \$993,844.00

3. Union Settlement Association, Inc.  
237 East 104th Street, New York, NY 10029  
**PIN** 06810NA70970 **Amount** \$512,786.00

4. Union Settlement Association, Inc.  
237 East 104th Street, New York, NY 10029  
**PIN** 06810NE70970 **Amount** \$5,945,482.00

5. Utopia Children's Center, Inc.  
236 West 129th Street, New York, NY 10027  
**PIN** 06810NE71000 **Amount** \$1,022,024.00

6. Brooklyn Bureau of Community Service  
285 Schermerhorn St., Brooklyn, NY 11217  
**PIN** 06810NE31090 **Amount** \$6,030,398.00

7. St Johns Place Family Center Housing Development Fund Corp., 1630 St. Johns Place, Brooklyn, NY 11233  
**PIN** 06810NE11110 **Amount** \$640,772.00

8. Lincoln Square Neighborhood Center, Inc.  
250 West 65th Street, New York, NY 10023  
**PIN** 06810NE71190 **Amount** \$1,170,656.00

9. Strong Place Day Care Center, Inc.  
242 Hoyt Street, Brooklyn, NY 11217  
**PIN** 06810NE31210 **Amount** \$932,696.00

10. Alianza Dominicana, Inc.  
2410:00 A.M.sterdam Avenue, New York, NY 10033  
**PIN** 06810NA71220 **Amount** \$1,408,958.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Seabury Day Care Center, Inc.  
575 Soundview Avenue, Bronx, NY 10473  
**PIN** 06810NE11360 **Amount** \$1,216,960.00

2. Catholic Charities Neighborhood Services, Inc.  
191 Joralemon Street, Brooklyn, NY 11201  
**PIN** 06810NA31440 **Amount** \$2,169,942.00

3. Faith Hope & Charity Community Service Day Care Ctr., Inc. 370 New Lots Avenue, Brooklyn, NY 11207  
**PIN** 06810NE31450 **Amount** \$10,536,346.00

4. Originals of Jamaica Day Care, Inc.  
108-10 Sutphin Boulevard, Jamaica, NY 11435  
**PIN** 06810NE81460 **Amount** \$1,009,950.00

5. Bethesda Day Care Center of Brooklyn, Inc.  
319 Stanhope Street, Brooklyn, NY 11237  
**PIN** 06810NE31540 **Amount** \$991,220.00

6. Twin Parks Child Care Center, Inc.  
2070 Mapes Avenue, Bronx, NY 10460  
**PIN** 06810NE11560 **Amount** \$930,614.00

7. Pequenos Souls Day Care Center, Inc.  
114-34 East 122nd Street, New York, NY 10035  
**PIN** 06810NE71580 **Amount** \$1,336,900.00

8. Tabernacle Church of God, Inc.  
34-52 Kosciuszko Street, Brooklyn, NY 11205  
**PIN** 06810NE31590 **Amount** \$3,183,490.00

9. Pleasant Avenue Day Care Center, Inc.  
451 East 120th Street, New York, NY 10035  
**PIN** 06810NE71630 **Amount** \$1,036,620.00

10. Bushwick Community Action Association, Inc.  
272 Moffat Street, Brooklyn, NY 11207  
**PIN** 06810NE31650 **Amount** \$1,945,630.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Greater Flushing Community Council, Inc.  
37-22 Union Street, Flushing, NY 11354  
**PIN** 06810NE81660 **Amount** \$734,820.00

2. United Interfaith Action Council of Brooklyn, Inc.  
63 Park Place, Brooklyn, NY 11213  
**PIN** 06810NE31680 **Amount** \$1,189,400.00

3. Action Nursery, Inc.  
1019 46th Street, Brooklyn, NY 11219  
**PIN** 06810NE31710 **Amount** \$695,620.00

4. Throggs Neck Child Care Center  
461 Swinton Avenue, Bronx, NY 10465  
**PIN** 06810NA11730 **Amount** \$985,746.00

5. Crawford Community Early Learning Center  
670 East 219th Street, Bronx, NY 10467  
**PIN** 06810NE11780 **Amount** \$686,642.00

6. Upper Bronx Neighborhood Association For P.R. Affairs, Inc. 1997 Bathgate Avenue, Bronx, NY 10457  
**PIN** 06810NE11810 **Amount** \$1,496,746.00

7. Boulevard Nursery School, Inc.  
2150 Linden Boulevard, Brooklyn, NY 11207  
**PIN** 06810NE31820 **Amount** \$1,201,866.00

8. Alonzo A. Daughtry Memorial Day Care Center, Inc.  
33 Second Street, Brooklyn, NY 11215  
**PIN** 06810NA31860 **Amount** \$1,001,848.00

9. Birch Family Services, Inc.  
104 West 29th Street, New York, NY 10001  
**PIN** 06810NE11900 **Amount** \$2,330,944.00

10. College Community Child Care Center  
2804-6 Glenwood Road, Brooklyn, NY 11210  
**PIN** 06810NE31950 **Amount** \$738,914.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Bellevue Day Care Center, Inc.  
462 First Avenue, New York, NY 10016  
**PIN** 06810NE71960 **Amount** \$705,922.00

2. National Sorority of Phi Delta Kappa Beta Omicron Chapter, 118-44 Merrick Boulevard, Jamaica, NY 11434  
**PIN** 06810NA81980 **Amount** \$1,227,564.00

3. Promesa, Inc.  
1776 Clay Avenue, Bronx, NY 10457  
**PIN** 06810NA12010 **Amount** \$2,403,284.00

4. Tremont Monterey Day Care Center Inc.  
887 Crotona Park N., Bronx, NY 10460  
**PIN** 06810NA12020 **Amount** \$4,545,840.00

5. United Community of Williamsburg Day Care Center, Inc.  
152 Manhattan Avenue, Brooklyn, NY 11206  
**PIN** 06810NE32030 **Amount** \$1,207,584.00

6. Graham Windham, Inc.  
33 Irving Place, 7th Fl., New York, NY 10003  
**PIN** 06810NA72130 **Amount** \$11,283,514.00

7. Hunts Point Multi-Service Program Center, Inc.  
754 East 151st Street, Bronx, NY 10455  
**PIN** 06810NA12150 **Amount** \$1,809,826.00

8. Educational Alliance, Inc.  
197 East Broadway, New York, NY 10002  
**PIN** 06810NA72160 **Amount** \$2,224,002.00

9. Highbridge Advisory Council Family Services, Inc.  
880 River Avenue, 2nd fl., Bronx, NY 10452  
**PIN** 06810NA12170 **Amount** \$15,984,302.00

10. Bronxdale Tenants League Day Care Center, Inc.  
1211 Croes Avenue, Bronx, NY 10472  
**PIN** 06810NA12190 **Amount** \$827,814.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Bronxdale Tenants League Day Care Center, Inc.  
1211 Croes Avenue, Bronx, NY 10472  
**PIN** 06810NE12190 **Amount** \$3,634,608.00

2. As the Twig Is Bent Children's Center, Inc.  
355 East 183rd Street, #2F, Bronx, NY 10458  
**PIN** 06810NE12200 **Amount** \$948,872.00

3. Belmont Community Day Care Center, Inc.  
2340 Cambreleng Avenue, Bronx, NY 10458  
**PIN** 06810NE12210 **Amount** \$1,171,356.00

4. Afro-American Parents Day Care Center, Inc.  
112-06 Sutphin Boulevard, Jamaica, NY 11435  
**PIN** 06810NE82220 **Amount** \$6,886,722.00

5. Community And Parents For Child Welfare, Inc.  
243 South 2nd Street, Brooklyn, NY 11211  
**PIN** 06810NE32230 **Amount** \$964,710.00

6. United Bronx Parents, Inc.  
773 Prospect Avenue, Bronx, NY 10455  
**PIN** 06810NE12240 **Amount** \$1,825,900.00

7. North Bronx NCNW Child Development Center, Inc.  
4035 White Plains Road, Bronx, NY 10466  
**PIN** 06810NE12250 **Amount** \$3,206,422.00

8. Queens County Educators For Tomorrow, Inc.  
109-45 207th Street, Queens Village, NY 11429  
**PIN** 06810NA82260 **Amount** \$1,203,088.00

9. Concourse House HDFC, Inc.  
2751 Grand Concourse, Bronx, NY 10468  
**PIN** 06810NE11227 **Amount** \$362,404.00

10. Concourse House HDFC, Inc.  
2751 Grand Concourse, Bronx, NY 10468  
**PIN** 06810NA11227 **Amount** \$387,646.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Cypress Hills Child Care Corporation  
3295 Fulton Street, Brooklyn, NY 11208

**PIN** 06810NE11780 **Amount** \$1,362,842.00

2. Omega Psi Phi Fraternity Nu-Omicron Chapter ECEC  
123-10 143rd Street, South Ozone Park, NY 11436

**PIN** 06810NE82340 **Amount** \$1,237,598.00

3. Billy Martin Child Development Day Care Center, Inc.  
333 Classon Avenue, Brooklyn, NY 11205

**PIN** 06810NE32350 **Amount** \$968,226.00

4. Williamsbridge NAACP Early Childhood Education Center, Inc.  
670-680 East 219th Street, Bronx, NY 10467

**PIN** 06810NE12420 **Amount** \$1,222,000.00

5. League For Better Community Life, Inc.  
34-10 108th Street, Corona, NY 11368

**PIN** 06810NE82470 **Amount** \$3,259,846.00

6. Bushwick Improvement Society, Inc.  
600 Hart Street, Brooklyn, NY 11221

**PIN** 06810NE32510 **Amount** \$2,963,280.00

7. Bethel Baptist Day Care Center, Inc.  
265 Bergen Street, Brooklyn, NY 11217

**PIN** 06810NE32530 **Amount** \$1,178,336.00

8. Davidson Avenue Community Day Care Center, Inc.  
1810 Davidson Avenue, Bronx, NY 10453

**PIN** 06810NE12540 **Amount** \$2,286,898.00

9. Queensbridge Day Care Center, Inc.  
38-11 27th Street, Long Island City, NY 11101

**PIN** 06810NE82560 **Amount** \$2,807,552.00

10. Bedford Harrison Day Care Center, Inc.  
60 Harrison Avenue, Brooklyn, NY 11211

**PIN** 06810NE32570 **Amount** \$1,392,346.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. 1332 Fulton Avenue Day Care Center, Inc.  
1332 Fulton Avenue, Bronx, NY 10456

**PIN** 06810NE12590 **Amount** \$6,908,816.00

2. Dawning Village, Inc.  
2090 1st Avenue, New York, NY 10029

**PIN** 06810NE72600 **Amount** \$1,300,364.00

3. John Edward Bruce Day Care Center, Inc.  
196 Albany Avenue, Brooklyn, NY 11213

**PIN** 06810NE32620 **Amount** \$1,184,850.00

4. George C. Conliffe Child Care Center Inc.  
1435 Prospect Place, Brooklyn, NY 11213

**PIN** 06810NE32640 **Amount** \$1,236,944.00

5. West Side Montessori School  
309 West 92nd Street, New York, NY 10025

**PIN** 06810NE13273 **Amount** \$803,994.00

6. Alpha Kappa Alpha Sorority Epsilon Pi Omega Chpt DCC, Inc.,  
144-06 Rockaway Boulevard, South Ozone Park, NY 11436

**PIN** 06810NE82780 **Amount** \$2,347,334.00

7. Alonzo A. Daughtry Memorial Day Care Center, Inc.  
333 Second Street, Brooklyn, NY 11215

**PIN** 06810NE32800 **Amount** \$1,972,618.00

8. East Elmhurst Day Care Center, Inc.  
29-49 Gillmore Street, East Elmhurst, NY 11369

**PIN** 06810NE82820 **Amount** \$727,992.00

9. St. Matthew's & St. Timothy's Neighborhood Center, Inc.  
26 West 84 Street, New York, NY 10024

**PIN** 06810NE72850 **Amount** \$1,675,214.00

10. 196 Albany Avenue Day Care Center, Inc.  
196 Albany Avenue, Brooklyn, NY 11213

**PIN** 06810NE32870 **Amount** \$1,258,630.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Atled, Inc.  
112-30 Farmers Boulevard, St Albans, NY 11412

**PIN** 06810NE82900 **Amount** \$1,517,020.00

2. Yeled VYalda Early Childhood Center, Inc.  
571 Mcdonald Avenue, Brooklyn, NY 11218

**PIN** 06810NE32930 **Amount** \$688,688.00

3. Concerned Parents of Jamaica  
143-04 101st Avenue, Jamaica, NY 11435

**PIN** 06810NE82940 **Amount** \$1,518,958.00

4. United Parents Community Corporation  
653 Schenck Avenue, Brooklyn, NY 11207

**PIN** 06810NE33000 **Amount** \$960,942.00

5. Area 145, Inc.  
510 West 145th Street, New York, NY 10031

**PIN** 06810NE73040 **Amount** \$1,142,134.00

6. Little Sun People, Inc.  
1360 Fulton Street, Brooklyn, NY 11216

**PIN** 06810NE33050 **Amount** \$953,880.00

7. Nasry Michelen Day Care Center, Inc.  
510 W. 145th Street, New York, NY 10031

**PIN** 06810NE73060 **Amount** \$1,044,700.00

8. Sunset Bay Community Services, Inc.  
150 55th Street, Brooklyn, NY 11220

**PIN** 06810NE33070 **Amount** \$672,224.00

9. Haitian-American Day Care Center, Inc.  
1491 Bedford Avenue, Brooklyn, NY 11216

**PIN** 06810NE33080 **Amount** \$3,250,666.00

10. Chinese-American Planning Council, Inc.  
150 Elizabeth Street, New York, NY 10012

**PIN** 06810NE73090 **Amount** \$5,206,968.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Lenox Hill Neighborhood House, Inc.  
331 East 70 Street, New York, NY 10021

**PIN** 06810NE73100 **Amount** \$1,237,624.00

2. Bethel Mission Station Church  
106-15 154th Street, Jamaica, NY 11433

**PIN** 06810NE83110 **Amount** \$1,896,184.00

3. East Brooklyn Day Care Center, Inc.  
1349 50th Street, Brooklyn, NY 11219

**PIN** 06810NE33120 **Amount** \$1,030,786.00

4. H.E.L.P. Day Care Corporation  
5 Hanover Square, 17th Fl., New York, NY 10004

**PIN** 06810NA11313 **Amount** \$1,439,746.00

5. H.E.L.P. Day Care Corporation  
5 Hanover Square, 17th Fl., New York, NY 10004

**PIN** 06810NE11313 **Amount** \$2,629,966.00

6. Flatbush Action Board of Directors  
525 Parkside Avenue, Brooklyn, NY 11226

**PIN** 06810NE33160 **Amount** \$1,710,778.00

7. Quo Vadis Montessori Day Care Center, Inc.  
4111 Broadway, New York, NY 10033

**PIN** 06810NE73200 **Amount** \$682,346.00

8. Police Athletic League, Inc.  
34 1/2 East 12th Street, New York, NY 10003

**PIN** 06810NE33290 **Amount** \$7,203,522.00

9. Malcolm X Day Care Center of Corona - East Elmhurst, Inc.  
111-12 Northern Boulevard, Corona, NY 11368

**PIN** 06810NE83330 **Amount** \$3,373,850.00

10. Grace Pre-School Day Care Center, Inc.  
525 Parkside Avenue, Brooklyn, NY 11225

**PIN** 06810NE33360 **Amount** \$721,060.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Hawthorne Corners Day Care Center, Inc.  
1950 Bedford Avenue, Brooklyn, NY 11225

**PIN** 06810NE33410 **Amount** \$825,334.00

2. Seaman's Society for Children & Families, Inc.  
50 Bay Street, Staten Island, NY 10301

**PIN** 06810NE10348 **Amount** \$706,836.00

3. United Community Day Care Center, Inc.  
613 New Lots Avenue, Brooklyn, NY 11207

**PIN** 06810NE33550 **Amount** \$1,566,072.00

4. Washington Heights Child Care Center, Inc.  
610-14 West 175 Street, New York, NY 10033

**PIN** 06810NE73590 **Amount** \$1,226,230.00

5. Hallet Cove Child Development Center, Inc.  
2-08 Astoria Boulevard, Long Island City, NY 11102

**PIN** 06810NE83670 **Amount** \$1,005,018.00

6. Rochdale Village Nursery School, Inc.  
170-30 130th Avenue, Jamaica, NY 11434

**PIN** 06810NE33720 **Amount** \$768,414.00

7. Rena Day Care Center, Inc.  
639 Edgecombe Avenue, New York, NY 10032

**PIN** 06810NA73730 **Amount** \$505,220.00

8. Rena Day Care Center, Inc.  
639 Edgecombe Avenue, New York, NY 10032

**PIN** 06810NE73730 **Amount** \$6,133,854.00

9. Fennell Day Care Center, Inc.  
600 Hart Street, Brooklyn, NY 11206

**PIN** 06810NE33740 **Amount** \$926,302.00

10. Tremont Crotona Day Care Center  
1600 Crotona Park East, Bronx, NY 10460

**PIN** 06810NA13780 **Amount** \$634,896.00

The proposed contractors have been selected by means of

Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Tremont Crotona Day Care Center  
1600 Crotona Park East, Bronx, NY 10460  
**PIN** 06810NE13780 **Amount** \$7,933,310.00
2. 12th Street Preschool Inc.  
199 14th Street, Brooklyn, NY 11215  
**PIN** 06810NE33830 **Amount** \$984,204.00
3. Learner's Haven Day Care Center, Inc.  
432 Rutland Road, Brooklyn, NY 11203  
**PIN** 06810NE33870 **Amount** \$1,468,768.00
4. Mosdoth Day Care Center, Inc.  
420 Lefferts Avenue, Brooklyn, NY 11225  
**PIN** 06810NE33890 **Amount** \$2,266,418.00
5. Beth Jacob Day Care Center, Inc.  
1363 46th Street, Brooklyn, NY 11219  
**PIN** 06810NE34070 **Amount** \$1,950,922.00
6. Chama Society, Inc.  
218 West 147th Street, New York, NY 10038  
**PIN** 06810NE74090 **Amount** \$2,794,950.00
7. Concourse Day Care Center, Inc.  
100-120 East Mt. Eden Ave., Bronx, NY 10452  
**PIN** 06810NE14170 **Amount** \$1,612,098.00
8. Community Roundtable of Bushwick, Inc.  
1175 Gates Avenue, Brooklyn, NY 11221  
**PIN** 06810NE34180 **Amount** \$1,467,866.00
9. New Life Child Development Center, Inc.  
295 Woodbine Street, Brooklyn, NY 11237  
**PIN** 06810NE34310 **Amount** \$2,833,516.00
10. Nicholas Cardell Day Care Center, Inc.  
84 Vermilyea Avenue, New York, NY 10034  
**PIN** 06810NE74340 **Amount** \$1,094,948.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Brooklyn Development Center Early Childhood Services, Inc., 888 Fountain Avenue, Brooklyn, NY 11208  
**PIN** 06810NE34360 **Amount** \$941,800.00
2. Clifford Glover Day Care Center, Inc.  
165-15 Archer Avenue, Jamaica, NY 11433  
**PIN** 06810NE84370 **Amount** \$962,204.00
3. Shirley Chisholm Day Care Center, Inc.  
2023 Pacific Street, Brooklyn, NY 11233  
**PIN** 06810NE34400 **Amount** \$5,067,288.00
4. Gan Day Care Center, Inc.  
4206-10 15th Avenue, Brooklyn, NY 11219  
**PIN** 06810NE34420 **Amount** \$2,124,650.00
5. Philip H. Michaels Child Care Center, Inc.  
629 Courtlandt Avenue, Bronx, NY 10451  
**PIN** 06810NE14430 **Amount** \$2,085,480.00
6. Advent Community Services Day Care Center, Inc.  
265 Sumpter Street, Brooklyn, NY 11233  
**PIN** 06810NE34440 **Amount** \$773,186.00

7. Fort Greene Senior Citizens Council, Inc.  
966 Fulton Street, Brooklyn, NY 11238  
**PIN** 06810NE34470 **Amount** \$8,601,100.00
8. American Italian Coalition Of Organizations, Inc.  
138 Bay 20th Street, Brooklyn, NY 11214  
**PIN** 06810NE34520 **Amount** \$978,320.00
9. James L. Varick Community Center, Inc.  
151-7 West 136th Street, New York, NY 10030  
**PIN** 06810NE74540 **Amount** \$980,714.00
10. Saint John's Day Care Center, Inc.  
813 Sterling Place, Brooklyn, NY 11213  
**PIN** 06810NE34550 **Amount** \$941,296.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Friends of Crown Heights Educational Centers, Inc.  
36 Ford Street, Brooklyn, NY 11213  
**PIN** 06810NA34570 **Amount** \$1,153,502.00
2. Friends of Crown Heights Educational Centers, Inc.  
36 Ford Street, Brooklyn, NY 11213  
**PIN** 06810NE34570 **Amount** \$12,778,700.00
3. Brownstone School & Day Care Center, Inc.  
128 West 80th Street, New York, NY 10024  
**PIN** 06810NE13459 **Amount** \$608,766.00
4. Blanche Community Progress Day Care Center, Inc.  
44-02 Beach Channel Drive, St. Albans, NY 11412  
**PIN** 06810NE84600 **Amount** \$5,070,556.00
5. Montessori Progressive Learning Center, Inc.  
195-03 Linden Boulevard, St Albans, NY 11412  
**PIN** 06810NE13461 **Amount** \$820,210.00
6. Centro Civico y Cultural Aguadillano, Inc.  
656 Willoughby Avenue, Brooklyn, NY 11206  
**PIN** 06810NE34640 **Amount** \$1,629,460.00
7. Puerto Rican Council Day Care Center, Inc.  
180 Suffolk Street, New York, NY 10002  
**PIN** 06810NE74660 **Amount** \$1,925,970.00
8. Mosholu Montefiore Community Center, Inc.  
3450 Dekalb Avenue, Bronx, NY 10467  
**PIN** 06810NA13472 **Amount** \$519,942.00
9. Mosholu Montefiore Community Center, Inc.  
3450 Dekalb Avenue, Bronx, NY 10467  
**PIN** 06810NE13472 **Amount** \$881,954.00
10. Association to Benefit Children  
419 East 86th Street, New York, NY 10028  
**PIN** 06810NA11474 **Amount** \$345,102.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Association to Benefit Children  
419 East 86th Street, New York, NY 10028  
**PIN** 06810NE11474 **Amount** \$728,012.00
2. Red Balloon Day Care Center, Inc.  
560 Riverside Drive, New York, NY 10027  
**PIN** 06810NE13483 **Amount** \$411,774.00

3. Park Slope North Child Development Center, Inc.  
71 Lincoln Place, Brooklyn, NY 11217  
**PIN** 06810NE34840 **Amount** \$2,055,128.00
4. Nuestros Ninos Day Care Center, Inc.  
384 South 4th Street, Brooklyn, NY 11211  
**PIN** 06810NE34920 **Amount** \$7,213,652.00
5. Big Five Block Association, Inc.  
995 Carroll Street, Brooklyn, NY 11225  
**PIN** 06810NE34960 **Amount** \$1,672,578.00
6. The Salvation Army  
120 West 14th Street, New York, NY 10011  
**PIN** 06810NA35010 **Amount** \$1,225,368.00

7. The Salvation Army  
120 West 14th Street, New York, NY 10011  
**PIN** 06810NE35010 **Amount** \$12,675,402.00
8. Betances Early Childhood Development Center  
528 East 146th Street, Bronx, NY 10455  
**PIN** 06810NE15020 **Amount** \$813,274.00
9. United Federation Of Black Community Organizations, Inc., 474 West 159th Street, New York, NY 10032  
**PIN** 06810NE75030 **Amount** \$1,544,878.00
10. Amistad Early Childhood Education Center  
110-15 164th Place, Jamaica, NY 11433  
**PIN** 06810NE85060 **Amount** \$1,490,258.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Laurelton Springfield Community Day Care, Inc.  
216-02 137th Avenue, Springfield Grdn., NY 11413  
**PIN** 06810NE85070 **Amount** \$925,382.00
2. Marble Hill Nursery School, Inc.  
5470 Broadway, Bronx, NY 10463  
**PIN** 06810NE13512 **Amount** \$358,110.00
3. Conselyea Street Block Association, Inc.  
211 Ainslie Street, Brooklyn, NY 11211  
**PIN** 06810NE35190 **Amount** \$1,296,354.00
4. Coalition for Human Housing, Inc.  
60 Essex Street, New York, NY 10002  
**PIN** 06810NE75240 **Amount** \$680,042.00
5. Urban Strategies, Inc.  
294 Sumpter Street, Brooklyn, NY 11233  
**PIN** 06810NE35270 **Amount** \$2,205,486.00
6. Auxiliary Enterprise Board of NYC Technical College, Inc.  
300 Jay Street G-309, Brooklyn, NY 11201  
**PIN** 06810NE13528 **Amount** \$537,060.00
7. Colony-South Brooklyn Houses, Inc.  
297 Dean Street, Brooklyn, NY 11217  
**PIN** 06810NE35290 **Amount** \$8,947,900.00
8. Center For The Elimination Of Vio. In The Family, Inc.  
25 Chapel Street, Brooklyn, NY 11201  
**PIN** 06810NE11531 **Amount** \$619,462.00
9. 200 Central Avenue Day Care Center, Inc.  
200 Central Avenue, Brooklyn, NY 11221  
**PIN** 06810NE35330 **Amount** \$1,206,180.00
10. Coney Island Community Day Care Center, Inc.  
2960 West 27th Street, Brooklyn, NY 11224  
**PIN** 06810NE35440 **Amount** \$1,087,820.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor,

Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. YMCA of Greater New York  
5 West 63rd Street, 6th Floor, New York, NY 10001

**PIN** 6804NE13548 **Amount** \$559,338.00

2. Safe Horizon, 2 Lafayette Street, 3-fl., New York, NY 10007

**PIN** 06810NE11550 **Amount** \$659,364.00

3. Action for Progress, Inc.  
255 East Houston Street, New York, NY 10002

**PIN** 06810NE75520 **Amount** \$1,437,402.00

4. Tolentine Zeiser Community Life Center, Inc.  
2345 University Avenue, Bronx, NY 10468

**PIN** 06810NE15600 **Amount** \$1,051,456.00

5. Homes For The Homeless, Inc.  
36 Cooper Square, 6-fl., New York, NY 10003

**PIN** 06810NE11589 **Amount** \$976,374.00

6. Hebrew Kindergarten & Infants Home, Inc.  
310 Beach 20th Street, Far Rockaway, NY 11691

**PIN** 06810NE13592 **Amount** \$747,756.00

7. Children's Aid Society, Inc.  
105 East 22nd Street, 1st Fl., New York, NY 10010

**PIN** 06810NA11594 **Amount** \$1,347,762.00

8. Children's Aid Society, Inc.  
105 East 22nd Street, 1st Fl., New York, NY 10010

**PIN** 06810NE11594 **Amount** \$2,585,704.00

9. MARC Academy and Family Center, Inc.  
2105-2111 Jerome Avenue, Bronx, NY 10453

**PIN** 06810NA16030 **Amount** \$477,746.00

10. Mid Bronx CCRP Early Childhood Center, Inc.  
900 Grand Concourse, Bronx, NY 10452

**PIN** 06810NA13604 **Amount** \$715,170.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Brooklyn Chinese American Association  
5000 8th Avenue, Brooklyn, NY 11220

**PIN** 06810NA36050 **Amount** \$1,255,626.00

2. Yeshiva Kehilath Yakov  
638 Bedford Avenue, Brooklyn, NY 11211

**PIN** 06810NA36070 **Amount** \$356,914.00

3. The Child Center of NY Inc.  
60-02 Queens Blvd., Queens, NY 11377

**PIN** 06810NA86100 **Amount** \$1,350,984.00

4. Citizen's Advice Bureau  
2054 Morris Avenue, 3rd Fl., Bronx, NY 10453

**PIN** 06810NA16120 **Amount** \$804,116.00

5. Kids Etcetera Day Care Center, Inc.  
1331-1333 Flatbush Avenue, Brooklyn, NY 11226

**PIN** 06810NA13613 **Amount** \$448,950.00

6. Kingsbridge Heights Community Center  
3101 Kingsbridge Terrace, Bronx, NY 10463

**PIN** 06810NA13614 **Amount** \$647,846.00

7. United Lubavitcher Yeshiva  
570 Crown Street, Brooklyn, NY 11213

**PIN** 06810NA13615 **Amount** \$679,674.00

8. NYSARC, Inc.  
83 Maiden Lane, New York, NY 10003

**PIN** 06810NA13619 **Amount** \$821,658.00

9. Yeshiva Tifereth Moshe, Inc.  
83-06 Abingdon Road, Kew Gardens, NY 11415

**PIN** 06810NE86410 **Amount** \$670,574.00

10. Bnos Zion of Bobov, Inc.  
5000 14th Avenue, Brooklyn, NY 11219

**PIN** 06810NE36460 **Amount** \$487,836.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Sunset Bay Community Services, Inc.  
150 55th Street, Brooklyn, NY 11220

**PIN** 06810NA37020 **Amount** \$751,374.00

2. Sheltering Arms Day Care Services, Inc.  
305 7th Avenue, 4th Fl., New York, NY 10016

**PIN** 06810NA77040 **Amount** \$869,130.00

3. Sheltering Arms Day Care Services, Inc.  
305 7th Avenue, 4th Fl., New York, NY 10016

**PIN** 06810NE77040 **Amount** \$10,368,872.00

4. Colony-South Brooklyn Houses, Inc.  
297 Dean Street, Brooklyn, NY 11217

**PIN** 06810NA37060 **Amount** \$2,680,078.00

5. YWCA of the City of New York  
52 Broadway, 4th Floor, New York, NY 10022

**PIN** 06810NE70470 **Amount** \$5,144,208.00

6. East Harlem Council for Human Services, Inc.  
2253 3rd Avenue, 3rd Fl., New York, NY 10035

**PIN** 06810NE79060 **Amount** \$2,227,178.00

7. East New York Family Day Care Processing Center, Inc.  
477 Vermont Street, Brooklyn, NY 11207

**PIN** 06810NE39070 **Amount** \$4,200,596.00

8. Hunts Point Multi-Service Center, Inc.  
754 E. 151st Street, Bronx, NY 10455

**PIN** 06810NE19090 **Amount** \$2,201,430.00

9. Hartley House, Inc.  
413 West 46th Street, New York, NY 10036

**PIN** 06810NE79130 **Amount** \$2,752,698.00

10. Southeast Bronx Neighborhood Centers, Inc.  
955 Tinton Avenue, Bronx, NY 10456

**PIN** 06810NE19150 **Amount** \$5,506,620.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (10) ten proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. Park Slope Community Center, Inc.  
333 14th Street, Brooklyn, NY 11215

**PIN** 06810NE39180 **Amount** \$2,435,548.00

2. Cardinal Mc Closkey School and Home for Children, Inc.  
2 Holland Avenue, White Plains, NY 10603

**PIN** 06810NA19200 **Amount** \$1,351,980.00

3. Cardinal Mc Closkey School and Home for Children, Inc.  
2 Holland Avenue, White Plains, NY 10603

**PIN** 06810NE19200 **Amount** \$16,512,090.00

4. Fordham Bedford Children's Services, Inc.  
2715 Bainbridge Avenue, Bronx, NY 10458

**PIN** 06810NA19220 **Amount** \$890,964.00

5. Committee for Hispanic Children & Families  
110 William St., Su-1802, New York, NY 10038

**PIN** 06810NA79230 **Amount** \$1,157,002.00

6. Career Bridge FDC Network  
1854 Amsterdam Ave., New York, NY 10031

**PIN** 06810NA79240 **Amount** \$2,171,460.00

7. Inwood House  
320 East 82nd Street, New York, NY 10028

**PIN** 06810NA79250 **Amount** \$760,910.00

8. Northern Manhattan Improvement Corporation  
76 Wadsworth Avenue, New York, NY 10033

**PIN** 06810NA79350 **Amount** \$1,439,164.00

9. Jewish Child Care Association of New York  
120 Wall Street, 12th Floor, New York, NY 10005

**PIN** 06810NA14954 **Amount** \$1,118,400.00

10. Jewish Child Care Association of New York  
120 Wall Street, 12th Floor, New York, NY 10005

**PIN** 06810NE14954 **Amount** \$5,753,816.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

**IN THE MATTER** of (5) five proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of child care services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2011.

**Contractor/Address**

1. New York Foundling Hospital, Inc.  
590 Ave. of the Americas, New York, NY 10011

**PIN** 06810NE14955 **Amount** \$862,816.00

2. New York Foundling Hospital, Inc.  
590 Ave. of the Americas, New York, NY 10011

**PIN** 06810NE14955 **Amount** \$5,526,186.00

3. Queens Community House, Inc.  
108-25 62nd Drive, Queens, NY 11375

**PIN** 06810NA14963 **Amount** \$737,478.00

4. Catholic Guardian Society and Home Bureau  
1011 First Avenue, New York, NY 10022

**PIN** 06810NA14961 **Amount** \$1,268,460.00

5. Catholic Guardian Society and Home Bureau  
1011 First Avenue, New York, NY 10022

**PIN** 06810NE14961 **Amount** \$4,505,810.00

The proposed contractors have been selected by means of Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Care Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from March 17, 2009 through March 27, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Barbara Mayes of the Office of Child Care Contracts at (212) 341-3466 to arrange a visit.

m17

**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 Planning, Dispositions and Concessions 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 Wednesday, March 18, 2009:**

**567 WEST 183RD STREET  
MANHATTAN CB - 12 C 090071 HAM**  
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 567 West 183<sup>rd</sup> Street (Block 2154, Lot 95), 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 the rehabilitation of an existing three-story building, tentatively known as 567 West 183<sup>rd</sup> Street, with nine residential units, to be developed under the Department of Housing Preservation and Development's Division of Alternative Management Special Projects Program.

**P.S. 109**

**MANHATTAN CB - 11 C 090145 HAM**  
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:
  - c. the designation of property located at 213 East 99<sup>th</sup> Street (Block 1649, Lot 9) as an Urban Development Action Area; and
  - d. 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 the rehabilitation of an existing five-story building, tentatively known as P.S. 109, with approximately 74 residential units.

**YANKEE STADIUM PARKING**

**BRONX CB - 04 C 090153 PPX**  
Application submitted by the Department of Citywide Administrative Services (DCAS) and the Department of Parks & Recreation (DPR), pursuant to Section 197-c of the New York City Charter, for the disposition to the New York City Economic Development Corporation of six (6) city-owned properties restricted to public parking and accessory uses for properties located at:

BLOCK	LOT
2539	29
2539	175
2539	191
2539	193
2539	504
2539	p/o 32

**The Subcommittee on Landmarks, Public Siting and Maritime Uses will hold a public hearing on the following matters in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 11:00 A.M. on Wednesday, March 18, 2009:**

**GRACE ASPHALT**

**QUEENS CB - 7 C 090111 PCQ**  
Application submitted by the Department of Transportation and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter for the site selection and acquisition of property located at 130-31 Northern Boulevard (Block 1791, Lots 52, 68, and 72), for use as an asphalt plant.

**1200-SEAT INTERMEDIATE/HIGH SCHOOL**

**BROOKLYN CB - 5 20095156 SKC**  
Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, approximately 1200-Seat Intermediate/High School Facility to be located on the block bounded by Flatlands Avenue, Elton Street, Linwood Street, and Vandalia Street (Block 4449, Lot 1 in part) in Community School District No. 19.

**P.S. 264, BROOKLYN**

**BROOKLYN CB - 10 20095203 SKC**  
Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, approximately 475-Seat Primary School Facility (P.S. 264, Brooklyn) to be located on the block bounded by 4th Avenue, 88th Street, 89th Street and 3rd Avenue (Block 6062, Lots 31, 40, 41, 45 and 48) in Community School District No. 20.

**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 1:00 P.M. on Wednesday, March 18, 2009:**

**OLIVE TREE CAFÉ**

**MANHATTAN CB - 2 20085633 TCM**  
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Dynamic Music Corp., d/b/a Olive Tree Café, for a revocable consent to continue to maintain and operate an unenclosed sidewalk café at 117 Macdougall Street.

**SCUDERIA GALLO CAFÉ**

**MANHATTAN CB - 2 20095180 TCM**  
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Scuderia Gallo, LLC, d/b/a Scuderia, for a revocable consent to establish, maintain and operate an unenclosed sidewalk café at 10 Downing Street a.k.a. 257-263 6th Avenue.

**BROADWAY PLAZA**

**BRONX CB - 8 C 080014 MMX**  
Application, submitted by the New York City Economic Development Corporation (EDC), and Kingsbridge 230th

LLC, pursuant to Sections 197- c and 199 of the New York City Charter, and Section 5-430 *et seq.* of the New York City Administrative Code, for an amendment to the City Map involving:

- the elimination, discontinuance and closing of Kimberly Place, east of Broadway;
- any adjustment of grades necessitated thereby; and
- any acquisition or disposition of real property related thereto,

in accordance with Map No. 13121 dated April 14, 2008 and signed by the Borough President.

**BROADWAY PLAZA**

**BRONX CB - 8 C 090146 ZMX**  
Application submitted by Kingsbridge 230th LLC and the NYC Economic Development Corporation pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 1d:

- 1. eliminating from within an existing R6 District a C2-3 District bounded by Verveelen Place, the northwesterly boundary line of a Rail Road right-of-way, West 230th Street, and Broadway; and
- 2. changing from an R6 District to a C4-4 District property bounded by Verveelen Place and its southeasterly centerline prolongation, the Major Deegan Expressway, West 230th Street and its southeasterly centerline prolongation, and Broadway;

Borough of the Bronx, Community District 8, as shown on a diagram (for illustrative purposes only) dated October 27, 2008, and subject to the conditions of CEQR Declaration E-223.

**BROADWAY PLAZA**

**BRONX CB - 8 C 090147 PPX**  
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 on Block 3266, Lot 13, pursuant to zoning.

**NORTH CORONA 2 REZONING**

**QUEENS CB - 3 C 090112 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 Nos. 9d, 10a, 10b:

- 1. changing from an R6B District to an R5 District property bounded by:
  - a. a line 100 feet southerly of 35th Avenue, a line midway between 90th Street and 91st Street, a line 100 feet northerly of 37th Avenue, and 90th Street;
  - b. a line 100 feet southerly of 34th Avenue, 93rd Street, a line 100 feet northerly of 35th Avenue, 92nd Street, 35th Avenue, a line midway between 93rd Street and 94th Street, a line 100 feet northerly of 37th Avenue, a line midway between 91st Street and 92nd Street, 35th Avenue, and 91st Street;
  - c. a line 100 feet southerly of 37th Avenue, a line midway between 90th Street and 91st Street, a line 300 feet northerly of Roosevelt Avenue, Elmhurst Avenue, 92nd Street, 37th Avenue, a line midway between 94th Street and 95th Street, a line 100 feet southeasterly of 37th Avenue, a line midway between Warren Street and Junction Boulevard, a line 100 northerly of Roosevelt Avenue, a line midway between 91st Street and 92nd Street, a line 200 feet northerly of Roosevelt Avenue, and 89th Street;
  - d. 35th Avenue, 105th Street, 34th Avenue, 112th Street, a line 100 northwesterly and northerly of 37th Avenue, 106th Street, 37th Avenue, 107th Street, 37th Road, 104th Street, a line 100 feet northwesterly of 37th Avenue, and a line 100 feet northeasterly of 99th Street;
  - e. a line 100 feet southeasterly of 37th Avenue, a line 100 feet southwesterly of 103rd Street, 39th Avenue, 99th Street, a line 100 feet northwesterly of 39th Avenue, and a line 100 feet northeasterly of 99th Street; and
  - f. 38th Avenue, a line 125 feet northeasterly of 111th Street, a line 125 feet northwesterly of Roosevelt Avenue, and a line 100 feet northeasterly of 108th Street;
- 2. changing from an R5 District to an R5A District property bounded by a line 100 feet southerly of Northern Boulevard, a line 100 feet westerly of 101st Street, 34th Avenue, 102nd Street, 35th Avenue, a line midway between Junction Boulevard and 97th Street, the southerly street line of Brice Road and its easterly and westerly prolongation, Junction Boulevard, 34th Avenue, and a line 100 feet westerly of 96th Street;
- 3. changing from an R6B District to an R5A District property bounded by:

- a. 35th Avenue, a line midway between 91st Street and 92nd Street, a line 100 feet northerly of 37th Avenue, and a line midway between 90th Street and 91st Street
  - b. ;a line 100 feet southerly of 37th Avenue, 92nd Street, Elmhurst Avenue, a line 300 feet northerly of Roosevelt Avenue, and a line midway between 90th Street and 91st Street;
  - c. 35th Avenue, a line 100 feet northeasterly of 99th Street, a line 100 feet northwesterly of 37th Avenue, and a line 100 feet northeasterly of Junction Boulevard;
  - d. a line 100 feet southeasterly of 37th Avenue, a line 100 feet northeasterly of 99th Street, a line 100 feet northwesterly of 39th Avenue, a line 100 feet northerly of Roosevelt Avenue, 98th Street, 38th Avenue, and 97th Street;
  - e. 37th Road, 107th Street, 37th Drive, a line 100 feet southwesterly of 108th Street, a line 125 feet northwesterly and northerly of Roosevelt Avenue, a line 100 feet northeasterly of 104th Street, 39th Avenue, and 104th Street; and
  - f. 37th Avenue, 111th Street, a line 125 feet northwesterly of 38th Avenue, 112th Street, a line midway between 37th Avenue and 38th Avenue, a line 125 feet southwesterly of 114th Street, a line 125 feet northwesterly of Roosevelt Avenue, a line 125 feet northeasterly of 111th Street, 38th Avenue, and a line 100 feet northeasterly of 108th Street; and
4. changing from an R6 District to an R6A District property bounded by:
- a. Astoria Boulevard, 112th Place, a line perpendicular to the easterly street line of 112th Street distant 200 feet southerly (as measured along the street line) from the point of intersection of the easterly street line of 112th Street and the southwesterly street line of Astoria Boulevard, a line midway between 111th Street and 112th Street, a line perpendicular to the westerly street line of 111th Street distant 250 feet southerly (as measured along the street line) from the point of intersection of the westerly street line of 111th Street and the southwesterly street line of Astoria Boulevard, a line midway between 110th Street and 111th Street, a line perpendicular to the easterly street line of 110th Street distant 150 feet southerly (as measured along the street line) from the point of intersection of the easterly street line of 110th Street and the southwesterly street line of Astoria Boulevard, a line midway between 108th Street and 110th Street, the easterly prolongation of the southerly street line of 32nd Avenue, and 108th Street; and
  - b. a line 100 northerly of Northern Boulevard, 112th Place, Northern Boulevard, a line 100 feet easterly of 112th Street, a line 100 feet southerly of Northern Boulevard, 96th Street, Northern Boulevard, and 95th Street.

as shown on a diagram (for illustrative purposes only), dated October 6, 2008, and modified on February 18, 2009.

**m12-18**

**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, March 18, 2009, commencing at 10:00 A.M.**

**BOROUGH OF THE BRONX**

**No. 1**

**CARL C. ICHAN CHARTER SCHOOL PLAYGROUND CD 3 C 090228 HAX**  
**IN THE MATTER OF** an application submitted by the Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
  - a) the designation of property located at 404 Claremont Parkway (Block 2896, Lot 96), 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 an expansion of the playground for the Carl C. Icahn Charter School.

**BOROUGH OF BROOKLYN  
No. 2**

**LIBERTY FOUNTAIN APARTMENTS**

**CD 5 C 090227 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 115, (Block 4191, Lots 14-20); 922, 924, 926, 928, 930, and 932 Liberty Avenue (Block 4191, Lot 22, and Lots 26-30); and 66, 68, 70, and 72 Crystal Street (Block 4191, Lots 32-35), 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 115, 117, 119, 123, 125, 127, and 129 Fountain Avenue (Block 4191, Lots 14-20); 924, 926, 930, and 932 Liberty Avenue (Block 4191, Lots 26, 27, 29 and 30); and 66, 68, 70, and 72 Crystal Street (Block 4191, Lots 32-35), to a developer selected by HPD;

to facilitate development of a three-story building, tentatively known Liberty/Fountain Apartments, with approximately 43 residential units.

**BOROUGH OF MANHATTAN  
No. 3**

**HOBBS COURT**

**CD 11 C 090125 ZMM**  
**IN THE MATTER OF** an application submitted by the New York City Housing Authority and Phipps Houses and Urban Builders Collaborative, LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 6b changing from an R7A District to a R8A District property bounded by East 103rd Street, a line 325 feet easterly of Second Avenue, East 102nd Street, and a line 100 feet easterly of Second Avenue, as shown on a diagram (for illustrative purposes only) dated December 1, 2008.

**No. 4**

**86TH STREET SIDEWALK CAFES TEXT AMENDMENT  
CD 8 N 090165 ZRM**  
**IN THE MATTER OF** an application submitted by Maz Mezcal Restaurant pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, concerning Article I, Chapter 4 (Sidewalk Café Regulations), relating to Section 14-43 to permit small sidewalk cafes on the south side of East 86th Street from First Avenue to a line 125 feet east of Second Avenue.

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

**14-43  
Locations Where Only Small Sidewalk Cafes Are Permitted**

#Small sidewalk cafes# may be located wherever #sidewalk cafes# are permitted, pursuant to Section 14-011 (Sidewalk cafe locations). In addition, only #small sidewalk cafes# shall be allowed on the following #streets#, subject to the underlying zoning.

- Manhattan:
- Orchard Street - from Canal Street to Houston Street
  - Delancey Street - from Norfolk Street to the Bowery
  - Centre Street - from Canal Street to Spring Street
  - Lafayette Street - from Canal Street to Houston Street
  - Sixth Avenue - from Canal Street to a line 100 feet south of Spring Street
  - Special Union Square Special District\*
  - 14th Street - from Second Avenue to Irving Place
  - 14th Street - from a line 100 feet west of University Place to Eighth Avenue
  - 23rd Street - from the East River to Eighth Avenue
  - 31st Street - from Fifth Avenue to a line 200 feet east of Broadway
  - 34th Street - from the East River to Fifth Avenue
  - 35th Street - from a line 150 feet east of Fifth Avenue to a line 150 feet east of Sixth Avenue
  - 36th Street - from a line 150 feet east of Fifth Avenue to a line 150 feet west of Fifth Avenue
  - 37th Street - from a line 150 feet east of Fifth Avenue to a line 150 feet west of Fifth Avenue
  - 37th Street - from a line 150 feet east of Sixth Avenue to Broadway
  - 38th Street - from Third Avenue to Seventh Avenue
  - 39th Street - from Exit Street to Seventh Avenue
  - 40th Street - from a line 100 feet east of Exit Street to Broadway
  - 41st Street - from a line 100 feet east of Exit Street to Third Avenue
  - 42nd Street - from First Avenue to Third Avenue
  - 42nd Street - from Fifth Avenue to a line 275 feet east of Sixth Avenue
  - All #streets# bounded by 43rd Street on the south, 46th Street on the north, a line 200 feet east of Third

- Avenue on the east and Third Avenue on the west
- 43rd Street - from Fifth Avenue to Sixth Avenue
- 44th Street - from Fifth Avenue to Sixth Avenue
- 45th Street - from Fifth Avenue to Sixth Avenue
- 46th Street - from Fifth Avenue to Sixth Avenue
- 47th Street - from a line 200 feet east of Third Avenue to Third Avenue
- 48th Street - from a line 150 feet east of Third Avenue on the east and Sixth Avenue on the west
- 49th Street - from a line 150 feet east of Third Avenue on the east and Sixth Avenue on the west
- 50th Street - from a line 150 feet east of Third Avenue on the east and Sixth Avenue on the west
- 51st Street - from a line 150 feet east of Third Avenue to Eighth Avenue
- 52nd Street - from a line 160 feet east of Third Avenue to Eighth Avenue
- 53rd Street - from a line 160 feet east of Third Avenue to Eighth Avenue
- 54th Street - from a line 150 feet east of Third Avenue to Eighth Avenue
- 55th Street - from a line 100 feet west of Second Avenue to Eighth Avenue
- 56th Street - from a line 100 feet west of Second Avenue to Eighth Avenue
- 57th Street - from the East River to Eighth Avenue
- 58th Street - from the East River to Eighth Avenue
- 59th Street - from the East River to Second Avenue
- 59th Street (Central Park South) - from Sixth Avenue to Columbus Circle
- 60th Street - from Lexington Avenue to Fifth Avenue
- 61st Street - from Third Avenue to Fifth Avenue
- 62nd Street - from Second Avenue to Fifth Avenue
- 63rd Street - from Second Avenue to Fifth Avenue
- 86th Street - from First Avenue to a line 125 feet east of Second Avenue, south side only
- 116th Street - from Malcolm X Boulevard to Frederick Douglass Boulevard
- First Avenue - from 48th Street to 56th Street
- Third Avenue - from 38th Street to 62nd Street
- Lexington Avenue - from a line 100 feet south of 23rd Street to a line 100 feet north of 34th Street
- Lexington Avenue - the entire length from a line 100 feet north of 96th Street, northward
- Park Avenue - from 38th Street to 40th Street
- Park Avenue - from 48th Street to 60th Street
- Park Avenue - the entire length from a line 100 feet north of 96th Street, northward
- Madison Avenue - from 23rd Street to 38th Street
- Madison Avenue - from 59th Street to 61st Street
- Special Madison Avenue Preservation District\*\*
- Madison Avenue - the entire length from a line 100 feet north of 96th Street, northward
- Fifth Avenue - from 12th Street to 33rd Street
- Fifth Avenue - from 59th Street to 61st Street
- Sixth Avenue - from 36th Street to 42nd Street
- Sixth Avenue - from a line 150 feet north of 42nd Street to 48th Street
- Sixth Avenue - from 50th Street to Central Park South
- Seventh Avenue - from 50th Street to Central Park South
- Broadway - from 36th Street to 40th Street
- Broadway - from 50th Street to Columbus Circle
- Columbus Circle - from Eighth Avenue, westward, to Broadway.

- \* #Small sidewalk cafes# are not allowed on 14<sup>th</sup> Street
- \*\* #Small sidewalk cafes# are not allowed on 86<sup>th</sup> Street within the Special Madison Avenue District

**BOROUGH OF QUEENS**

**Nos. 5 & 6**

**NORTH FLUSHING REZONING/R1-2A DISTRICT  
ZONING TEXT**

**No. 5**

**CDs 7 & 11 C 090281 ZMQ**  
**IN THE MATTER OF** an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 7d, 11a and 11c:

1. eliminating from within an existing R4 District a C1-2 District bounded by:
  - a. 25th Avenue, Francis Lewis Boulevard, 26th Avenue, a line 150 feet westerly of 168th Street, a line 150 feet southwesterly of Francis Lewis Boulevard, Bayside Lane, 25th Drive, and 166th Street;
  - b. 26th Avenue, a line 150 feet northeasterly of Francis Lewis Boulevard, 27th Avenue, a line midway between Francis Lewis Boulevard and 172nd Street, 28th Avenue, and Francis Lewis Boulevard;
2. eliminating from within an existing R5 District a C1-2 District bounded by:
  - a. Willets Point Boulevard,
  - b. Parsons Boulevard,
  - c. the westerly prolongation of the northerly street line of 25th Drive,
  - d. a line 125 feet westerly of Parsons Boulevard, and
  - e. a line perpendicular to Willets Point Boulevard and passing through a point on Course No. 4 distance 160 feet northerly of Course No. 3;
3. eliminating from within an existing R4 District a C1-3 District bounded by 24th Road, a line 100 feet northeasterly of Francis Lewis Boulevard, 169th Street, Francis Lewis Boulevard, and 166th Street;
4. eliminating from within an existing R4 District a C1-4 District bounded by 169th Street, a line 100

feet northeasterly of Francis Lewis Boulevard, 26th Avenue, and Francis Lewis Boulevard;

5. changing from an R1-2 District to an R1-2A\* District property bounded by 32nd Avenue, a line midway between 162nd Street and 163rd Street, a line 60 feet northerly of 35th Avenue, a line midway between 167th Street and 168th Street, Elmer E. Crocheron Avenue, 164th Street, a line 100 feet northerly of Elmer E. Crocheron Avenue, a line 100 feet northerly of Northern Boulevard, 158th Street, Northern Boulevard, 157th Street, a line 150 feet northerly of Northern Boulevard, and 156th Street;
6. changing from an R1-2 District to an R2 District property bounded by Riverside Drive, 159th Street, Powells Cove Boulevard, and a line midway between 158th Street and 159th Street;
7. changing from an R6 District to an R2 District property bounded by a line 100 feet southerly of 33rd Avenue, the southerly prolongation of a line 90 feet easterly of 143rd Street (straight line portion), the southerly terminus of 143rd Street and its northwesterly and southeasterly prolongations, and Union Street;
8. changing from an R1-2 District to an R2A District property bounded by a line 100 feet northerly of 35th Avenue, a line midway between 167th Street and 168th Street, a line 60 northerly of 35th Avenue, and a line midway between 162nd Street and 163rd Street;
9. changing from an R2 District to an R2A District property bounded by:
  - a. a line midway between 28th Avenue, and 29th Avenue and its westerly prolongation, the northerly prolongation of the easterly street line of 148th Street, 29th Avenue, 148th Street, Bayside Avenue, 150th Street, a line 100 feet southerly of Bayside Avenue, Murray Lane, Bayside Avenue, a line 100 feet westerly of Murray Street, 25th Avenue, 166th Street, Bayside Lane, a line midway between 25th Drive and 26th Avenue, a line 150 feet southwesterly of Francis Lewis Boulevard, a line 150 feet westerly of 168th Street, 26th Avenue, Francis Lewis Boulevard, 170th Street, 29th Avenue, Francis Lewis Boulevard, 33rd Avenue, 191st Street, a line 150 feet southerly of 33rd Avenue, a line 100 feet southwesterly of Francis Lewis Boulevard, the westerly centerline prolongation of 34th Avenue, 192nd Street, a line 100 feet northerly of 35th Avenue, 190th Street, 35th Avenue, Utopia Parkway, a line perpendicular to the westerly street line of Utopia Parkway distant 100 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Utopia Parkway and the northerly street line of Elmer E. Crocheron Avenue, 172nd Street, a line perpendicular to the westerly street line of 172nd Street distant 90 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of 172nd Street and the northerly street line of Elmer E. Crocheron Avenue, a line midway between 171st Street and 172nd Street, Elmer E. Crocheron Avenue, 169th Street, a line 100 feet northerly of Elmer E. Crocheron Avenue, 168th Street, Elmer E. Crocheron Avenue, a line midway between 167th Street and 168th Street, a line 100 feet northerly of 35th Avenue, a line midway between 162nd Street and 163rd Street, 32nd Avenue, 156th Street, a line 100 feet southerly of 33rd Avenue, 154th Street, 33rd Avenue, Murray Street, 34th Avenue, a line midway between 147th Place and 148th Street, 33rd Avenue, Union Street, 29th Avenue, and a line 100 feet easterly of Union Street, and excluding the area bounded by a line 150 feet northwesterly of Bayside Lane, 28th Avenue and its easterly prolongation, Bayside Lane, a line 100 feet southerly of 27th Avenue, a line midway between 167th Street and 168th Street, a line 100 feet northerly of 32nd Avenue, 168th Street, 32nd Avenue, a line midway between 166th Street and 167th Street, a line 100 feet northerly of 32nd Avenue, a line midway between 162nd Street and 163rd Street, 29th Avenue, and 161st Street;
  - b. 26th Avenue, a line 100 feet northeasterly of 202nd Street, a line 250 feet northwesterly of 29th Avenue, 202nd Street, 29th Avenue, Utopia Parkway, 28th Avenue, and 172nd Street; and
  - c. 26th Avenue, the westerly service road of the Clearview Expressway, 29th Avenue, and 206th Street;
10. changing from an R3-2 District to an R2A District property bounded by:
  - a. Willets Point Boulevard, 149th Street, a

- line 100 feet northerly of 25th Drive, 148th Street, 25th Drive and a line midway between 147th Street and 148th Street;
- b. Bayside Avenue, Murray Lane, a line 100 feet southerly of Bayside Avenue, and 150th Street;
- c. 34th Avenue, Murray Street, a line 150 feet northerly of 35th Avenue, 150th Place, 35th Avenue, and a line midway between 150th Street and 150th Place;
- d. a line 150 feet northwesterly of Bayside Lane, 28th Avenue, a line 240 feet easterly of 161st Street, a line 100 feet northwesterly of Bayside Lane, and 161st Street;
- e. Bayside Lane, a line 100 feet southerly of 27th Avenue, 166th Street, a line 100 feet northerly of 32nd Avenue, 164th Street, a line 100 feet southerly of 29th Avenue, 165th Street, a line 100 feet northerly of 29th Avenue, 163rd Street, and the easterly centerline prolongation of 28th Avenue; and
- f. a line 100 feet southerly of 27th Avenue, a line midway between 167th Street and 168th Street, 29th Avenue, and 167th Street;
- 11. changing from an R3X District to an R2A District property bounded by:
  - a. 29th Avenue, 202nd Street, 32nd Avenue, and 201st Street; and
  - b. 29th Avenue, the westerly service road of the Clearview Expressway, 32nd Avenue, and 204th Street;
- 12. changing from an R4 District to an R2A District property bounded by:
  - a. a line midway between 25th Drive and 26th Avenue and its easterly prolongation, 168th Street, 26th Avenue, a line 150 feet westerly of 168th Street, and a line 150 feet southwesterly of Francis Lewis Boulevard;
  - b. 24th Road, a line 150 feet northeasterly of Francis Lewis Boulevard, 169th Street, and a line 100 feet northeasterly of Francis Lewis Boulevard;
  - c. a line 150 feet northeasterly of Francis Lewis Boulevard, 26th Avenue, a line 100 feet northeasterly of Francis Lewis Boulevard, and 169th Street; and
  - d. a line 100 feet southeasterly of 26th Avenue, 172nd Street, 28th Avenue, and 100 feet northeasterly of Francis Lewis Boulevard;
- 13. changing from an R4-1 District to an R2A District property bounded by 32nd Avenue, the westerly service road of the Clearview Expressway, a line 95 feet northwesterly of 34th Avenue, a line midway between 204th Street and 205th Street, a line 95 feet southeasterly of 33rd Avenue, 204th Street, a line 95 feet northwesterly of 33rd Avenue, a line midway between 204th Street and 205th Street, a line 95 feet southeasterly of 32nd Avenue, and 204th Street;
- 14. changing from an R5 District to an R2A District property bounded by 35th Avenue, 190th Street, a line 100 feet northerly of Elmer E. Crocheron Avenue, and Utopia Parkway;
- 15. changing from an R3-2 District to an R3-1 District property bounded by Willets Point Boulevard, a line midway between 147th Street and 148th Street, 25th Drive, 148th Street, a line 100 feet northerly of 25th Drive, 149th Street, 28th Avenue, and 147th Street;
- 16. changing from an R2 District to an R3-2 District property bounded by:
  - a. a line midway between 28th Avenue and 29th Avenue, 149th Street, Bayside Avenue, 148th Street, 29th Avenue, and the northerly prolongation of the easterly street line of 148th Street; and
  - b. a line 100 feet northerly of 34th Avenue, a line 100 feet westerly of 153rd Street, a line 40 feet northerly of 34th Avenue, 153rd Street, 34th Avenue, and Murray Street;
- 17. changing from an R2 District to an R3X District property bounded by 26th Avenue, 203rd Street, 29th Avenue, 202nd Street, a line 250 feet northwesterly of 29th Avenue, and a line 100 feet northeasterly of 202nd Street;
- 18. changing from a R4-1 District to an R3X District property bounded by 32nd Avenue, 204th Street, a line 95 feet southeasterly of 32nd Avenue, and 201st Street;

- 19. changing from an R2 District to an R4 District property bounded by 25th Drive, Bayside Lane, a line 150 feet southwesterly of Francis Lewis Boulevard, a line midway between 25th Drive and 26th Avenue, Bayside Lane, and 166th Street;
- 20. changing from an R5 District to an R4 District property bounded by:
  - a. Willets Point Boulevard, 146th Street, 28th Avenue, and Parsons Boulevard; and
  - b. 35th Avenue, Francis Lewis Boulevard, the southerly boundary line of the Long Island Rail Road right-of-way (Northside Division), 192nd Street, 39th Avenue, 194th Street, 37th Avenue, 193rd Street, Elmer E. Crocheron Avenue, and a line 240 feet easterly of 192nd Street;
- 21. changing from an R5 District to an R4-1 District property bounded by 35th Avenue, a line 240 feet easterly of 192nd Street, Elmer E. Crocheron Avenue, 193rd Street, 37th Avenue, 194th Street, 39th Avenue, 193rd Street, a line 100 feet southerly of 37th Avenue, 190th Street, 37th Avenue, 192nd Street, a line 100 feet northerly of 37th Avenue, a line midway between 191st Street and 192nd Street, Elmer E. Crocheron Avenue, and 192nd Street;
- 22. changing from an R3-2 District to an R4A District property bounded by:
  - a. Willets Point Boulevard, 147th Street, 28th Avenue, 194th Street, a line midway between 28th Avenue and 29th Avenue, and 146th Street;
  - b. 25th Avenue, a line 100 feet westerly of Murray Street, Bayside Avenue, 150th Street, a line midway between 29th Avenue and Bayside Avenue, a line 100 feet easterly of 150th Street, 26th Avenue, and a line 95 feet easterly of 150th Street; and
  - c. 34th Avenue, 149th Place, a line 100 feet northerly of Northern Boulevard, 149th Street, 35th Avenue, and 146th Street;
- 23. changing from a R5 District to an R4A District property bounded by 28th Avenue, 146th Street, a line midway between 28th Avenue and 29th Avenue, and Parsons Boulevard;
- 24. changing from an R2 District to an R4B District property bounded by:
  - a. Francis Lewis Boulevard, 29th Avenue, and 170th Street; and
  - b. a line 100 feet northerly of 32nd Avenue, 168th Street, 32nd Avenue, and a line midway between 166th Street and 167th Street;
- 25. changing from an R3-2 District to an R4B District property bounded by a line 100 feet southerly of 27th Avenue, 167th Street, 29th Avenue, a line midway between 167th Street and 168th Street, a line 100 feet northerly of 32nd Avenue, and 166th Street;
- 26. changing from an R4 District to an R4B District property bounded by 28th Avenue, Utopia Parkway, and Francis Lewis Boulevard;
- 27. changing from an R4-1 District to an R4B District property bounded by a line 95 feet northwesterly of 34th Avenue, the westerly service road of Clearview Expressway, a line 100 feet southeasterly of 34th Avenue, and 205th Street;
- 28. changing from an R2 District to an R5B District property bounded by:
  - a. a line 100 feet northerly of 35th Avenue, 192nd Street, 35th Avenue, and 190th Street; and
  - b. a line perpendicular to the westerly street line of 172nd Street distant 90 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of 172nd Street and the northerly street line of Elmer E. Crocheron Avenue, 172nd Street, a line perpendicular to the westerly street line of Utopia Parkway distant 100 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Utopia Parkway and the northerly street line of Elmer E. Crocheron Avenue, Utopia Parkway, Elmer E. Crocheron Avenue, and a line midway between 171st Street and 172nd Street;
- 29. changing from an R5 District to an R5B District property bounded by:
  - a. 35th Avenue, 192nd Street, Elmer E. Crocheron Avenue, a line midway between 191st Street and 192nd Street, a line 100 feet northerly of 37th Avenue, 192nd Street, 37th Avenue, 190th Street, a line 100 feet southerly of 37th Avenue,

- 192nd Street, the southerly boundary line of the Long Island Rail Road right-of-way (Northside Division), the northerly prolongation of the easterly street line of 189th Street, 39th Avenue, 170th Street, Depot Road, a line midway between 168th Street and 169th Street, a line 100 feet southerly of Elmer E. Crocheron Avenue, 169th Street, Elmer E. Crocheron Avenue, Utopia Parkway, a line 100 feet northerly of Elmer E. Crocheron Avenue, and 190th Street; and
- b. the southwesterly centerline of 34th Avenue, Francis Lewis Boulevard, 35th Avenue, and 192nd Street;
- 30. changing from an R2 District to an R5D District property bounded by a line 100 feet northerly of Elmer E. Crocheron Avenue, 169th Street, Elmer E. Crocheron Avenue, and 168th Street;
- 31. changing from an R5 District to an R5D District property bounded by Elmer E. Crocheron Avenue, 169th Street, a line 100 feet southerly of Elmer E. Crocheron Avenue, a line midway between 168th Street and 169th Street, Depot Road, the northerly centerline prolongation of 168th Street, Station Road, and 167th Street and its southerly centerline;
- 32. changing from an R6 District to an R5D District property bounded by 31st Drive, Union Street, 33rd Avenue, Leavitt Street, 32nd Avenue, and 140th Street;
- 33. establishing within an existing R3-2 District a C1-3 District bounded by 28th Avenue, 163rd Street, a line 100 feet northerly of 29th Avenue, 161st Street, a line 100 feet northwesterly of Bayside Lane, and a line 240 feet easterly of 161st Street; and
- 34. establishing within an existing R4 District a C1-3 District bounded by 25th Avenue, a line 100 feet northeasterly of Francis Lewis Boulevard, 169th Street, a line 100 feet northeasterly of Francis Lewis Boulevard, 28th Avenue, Francis Lewis Boulevard, 26th Avenue, 168th Street, a line midway between 25th Drive and 26th Avenue and its easterly prolongation, a line 100 feet westerly of 168th Street and its northerly prolongation, and Francis Lewis Boulevard;

Borough of Queens, Community Districts 7 & 11 as shown in a diagram (for illustrative purposes only dated January 20, 2009.

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

**No. 6**

**CITYWIDE** **N 090282 ZRY**  
**IN THE MATTER OF** an application submitted by the Department of City Planning pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to the creation of an R1-2A Zoning District.

Matter in underline is new, to be added;  
 Matter in ~~strikeout~~ is to be deleted;  
 Matter with # # is defined in Section 12-10;  
 \* \* \* indicates where unchanged text appears in the Zoning Resolution

\* \* \*

**Article 1**  
**General Provisions**

**Chapter 1**  
**Title, Establishment of Controls and Interpretation of Regulations**

\* \* \*

**11-12**  
**Establishment of Districts**

In order to carry out the purposes and provisions of this Resolution, the following districts are hereby established:

Residence Districts

- R1-1 Single-Family Detached Residence District
- R1-2 Single-Family Detached Residence District
- ~~R1-2A~~ Single-Family Detached Residence District
- \* \* \*

**11-335**  
**Building permits for other construction in R1-2A and R2A Districts**

In ~~R1-2A~~ Districts and R2A Districts established on or after December 20, 2006, if a building permit for other construction has been lawfully issued prior to the dates establishing such ~~R2A~~ Districts, such construction may be continued, notwithstanding the provisions of paragraph (a) of Section 11-332 (Extension of period to complete construction), provided that the Department of Buildings determines that all of the requisite structural framing to perform the work authorized under the permit was completed on or before the date establishing the ~~R2A~~ District. If the Commissioner of Buildings determines that such framing was not complete on such date, the provisions of paragraph (a) of Section 11-332 shall apply.

\* \* \*

**Article 1**  
**Chapter 2**  
**Construction of Language and Definitions**



12-10
Definitions
Floor area

"Floor area" is the sum of the gross areas of the several floors of a #building# or #buildings#, measured from the exterior faces of exterior walls or from the center lines of walls separating two #buildings#. In particular, #floor area# includes:

- (i) floor space used for #accessory# off-street parking spaces provided in any #story# after June 30, 1989:
(1) within #detached# or #semi-detached single-# or #two-family residences# in R1-2A, R2A, R2X, R3, R4 or R5 Districts, except that:
(i) in R2A Districts, #floor area# within such #residences# shall include only floor space in excess of 300 square feet for one such space; and
(ii) in all R1-2A Districts, and in R3, R4A and R4-1 Districts in #lower density growth management areas#, #floor area# within such #residences# shall include only floor space in excess of 300 square feet for one such space and in excess of 500 square feet for two such spaces;

(o) any other floor space not specifically excluded.

However, the #floor area# of a #building# shall not include:

- (6) floor space used for #accessory# off-street parking spaces provided in any #story#:
(i) up to 200 square feet per required space existing on June 30, 1989, within #residential buildings# in R3, R4 or R5 Districts, and up to 300 square feet for one required space in R2A Districts. However, for #detached# or #semi-detached single-# or #two-family residences# in all R1-2A Districts and in R3, R4A and R4-1 Districts within #lower density growth management areas#, #floor area# shall not include up to 300 square feet for one required space and up to 500 square feet for two required spaces;
(8) floor space used for mechanical equipment, except that such exclusion shall not apply in R2A Districts, and in R1-2A, R2X, R3, R4, or R5 Districts, such exclusion shall be limited to 50 square feet for the first #dwelling unit#, an additional 30 square feet for the second #dwelling unit# and an additional 10 square feet for each additional #dwelling unit#. For the purposes of calculating floor space used for mechanical equipment, #building segments# on a single #zoning lot# may be considered to be separate #buildings#;
(9) except in R1-2A, R2A, R2X, R3, R4 and R5 Districts, the lowest #story# (whether a #basement# or otherwise) of a #residential building#, provided that:
(i) such #building# contains not more than two #stories# above such #story#;

Article II
Chapter 3
Bulk Regulations for Residential Buildings in Residence Districts

23-12
Permitted Obstructions in Open Space
R1 R2 R3 R4 R5 R6 R7 R8 R9 R10

In the districts indicated, the following shall not be considered obstructions when located in any #open space# required on a #zoning lot#, except that no portion of such #open space# which is also a required #yard# or #rear yard equivalent#, or is needed to satisfy the minimum required area or dimensions of a #court#, may contain any obstructions not permitted in such #yard#, #rear yard equivalent# or #court#:

- (e) Parking spaces, off-street, enclosed, #accessory#, not to exceed one space per dwelling unit#, when #accessory# to a #single-family#, #two-family# or three-family #residence#, provided that the total area occupied by a #building# used for such purposes does not exceed 20 percent of the total required #open space# on the #zoning lot#. However, two such spaces for a #single-family residence# may be permitted in #lower density growth management areas# and in R1-2A Districts;

23-141
Open space and floor area regulations in R1, R2, R3, R4 or R5 Districts

R1 R2 R3 R4 R5
Except as otherwise provided in paragraph (a) of Section 23-147 (For non-profit residences for the elderly), in the districts indicated, the minimum required #open space# or #open space ratio#, the maximum #lot coverage# and the maximum #floor area ratio# for any #building# on a #zoning lot# shall be as set forth in the following tables:

Table with 4 columns: District, Minimum Required #Open Space Ratio#, Maximum #Floor Area Ratio#, and additional notes. Rows include R1, R2, R1-2A, R2A, R2X, R3-1, R3-2, R3A, R3X, R4, R4A, R4-1, R4B, R5, R5A, R5B, R5D.

\* For #corner lots#, the maximum #lot coverage# shall be 80 percent and the minimum required #open space# shall be 20 percent.
In addition, the following rules shall apply:

- (4) In all R1-2A Districts and in R3, R4A and R4-1 Districts within #lower density growth management areas#, the permitted #floor area# of a #single-# or #two-family detached# or #semi-detached residence# may be increased by up to 300 square feet for one parking space and up to 500 square feet for two parking spaces provided such spaces are in a garage located, wholly or partly, in the #side lot ribbon# pursuant to Sections 23-12, paragraph (e), 23-441 or 23-442, except that in R1-2A Districts, such parking spaces need not be located in the #side lot ribbon#.

23-40
YARD REGULATIONS

23-45
Minimum Required Front Yards

R1 R2 R3 R4 R5
In the districts indicated, #front yards# shall be provided as set forth in the following table, except that for a #corner lot# in an R1-2 District, one #front yard# may have a depth of 15 feet and, for a #corner lot# in an R3 District, one #front yard# may have a depth of 10 feet.

Table with 2 columns: Front Yard, District. Rows include 20 feet, 15 feet, 10 feet, 5 feet and corresponding districts like R1, R1-2A, R2, R2X, R3-1, R3-2, R2A, R3A, R3X, R4-1, R4A, R5A, R4 R5, R4B, R5B, R5D.

\* Except as provided in paragraphs (b) and (c) of this Section.
\*\* If the depth of a #front yard# exceeds 10 feet or the #zoning lot# is #developed# pursuant to the optional regulations applicable in a #predominantly built-up area#, the depth of a #front yard# shall be at least 18 feet. However, on a #corner lot#, if one #front yard# has a depth of at least 18 feet, the other #front yard# shall have a depth of at least 10 feet.

Furthermore, if an opening to an #accessory# off-street parking space is located within the #street wall# of a #residential building#, there shall be an open area between the opening and the #street line# which is at least 8 and 1/2 feet in width by 18

feet in depth, except this provision shall not apply in R5D Districts.
R2A R3A R3X R4-1 R4A R4B R5A R5B R5D
(b) For the purpose of paragraphs (b) and (c) the area between the #street line# and the front building wall of adjacent #buildings# on the same or adjoining #zoning lots# shall be considered adjacent #front yards#.

Except as provided in paragraph (c) of this Section, in the districts indicated, if adjacent #residential buildings# on the same or on adjoining #zoning lots# fronting on the same #street# have #front yards# greater than the minimum set forth in paragraph (a) of this Section, then a #front yard# shall be provided which:

- (1) in R1-2A, R2A, R3A, R3X, R4A, R4-1 or R5A Districts is at least as deep as an adjacent #front yard#; and
(2) in R4B, R5B or R5D Districts is no deeper than the deepest adjacent #front yard# and no shallower than the shallowest adjacent #front yard#.

However, a #front yard# need not exceed 20 feet in depth, except that in R1-2A Districts, a #front yard# need not exceed 25 feet in depth.

In determining the depth of the adjacent #front yards#, balconies, and projections from the front building wall that do not exceed 33 percent of the aggregate width of the #building#, shall be disregarded.

For new #developments# or #enlargements#, projections into the required #front yard# are permitted provided that the aggregate width of all projections at the level of any #story# does not exceed 33 percent of the aggregate width of the #building#. The depth of such projections shall not exceed three feet into the #front yard#. However, balconies shall be subject to the provisions of Sections 23-13 (Balconies) and 23-44 (Permitted Obstructions in Required Yards or Rear Yard Equivalents).

23-631
Height and setback in R1, R2, R3, R4 and R5 Districts

R1 R2
(a) In the districts indicated, except R1-2A, R2A and R2X Districts, the front wall or any other portion of a #building or other structure# shall not penetrate the #sky exposure plane# set forth in the following table:

R1-2A R2A R2X R3 R4 R4A R4-1 R5A

- (b) In the districts indicated, the height and setback of a #building or other structure# shall be as set forth herein except where modified pursuant to paragraphs (h) and (i) of this Section.

For the purposes of this Section, where #base planes# of different elevations apply to different portions of a #building or other structure#, each such portion of the #building# may be considered to be a separate #building#. Furthermore, for the purposes of this Section, #building segments# may be considered to be separate #buildings# and abutting #semi-detached buildings# may be considered to be one #building#.

The perimeter walls of a #building or other structure# are those portions of the outermost walls enclosing the #floor area# within a #building or other structure# at any level and height is measured from the #base plane#. Perimeter walls are subject to setback regulations at a maximum height above the #base plane# of:

Table with 2 columns: Height, District. Rows include 21 feet, 25 feet, 26 feet\* and corresponding districts like R2A, R2X, R3, R4A, R1-2A, R4, R4-1, R5A, R3, R4A, R4-1 within #lower density growth management areas#.

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

m5-18

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

No. 1
HPD OFFICE SPACE
CD 12 C 090327 PXM
IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services, pursuant to Section 195 of the New York City Charter for the use of property located at 4650 Broadway (Block 2175, Lot 1) (Department of Housing Preservation and Development offices).

**No. 2  
NYPD OFFICE SPACE**

**CD 12 C 090328 PXM**  
**IN THE MATTER OF** a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services, pursuant to Section 195 of the New York City Charter for the use of property located at 4650 Broadway (Block 2175, Lot 1) (New York City Police Department offices).

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

m5-18

## CITY PLANNING

### NOTICE

#### NOTICE OF PUBLIC HEARING ON THE DRAFT ENVIRONMENTAL IMPACT STATEMENT

##### Lower Concourse Rezoning and Related Actions

#### Project Identification

CEQR No. 08DCP071X  
 ULURP Nos. C 090303 ZMX,  
 N 090302 ZRX, C 090166 MMX  
 SEQRA Classification: Type I

#### Lead Agency

City Planning Commission  
 22 Reade Street, 1W  
 New York, NY 10007

m16-18

#### 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 January 30, 2009 for a Draft Environmental Impact Statement (DEIS) for the proposed Lower Concourse Rezoning and Related Actions in accordance with Article 8 of the Environmental Conservation Law. A public hearing on the DEIS will be held on Wednesday, April 1, 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. Comments are requested on the DEIS and will be accepted until Monday, April 13, 2009.

The DEIS analyzes a proposal by the New York City Department of City Planning (DCP) to adopt zoning map and text amendments and amendments to the City Map for an area encompassing approximately 30 blocks, located in Community District 1 in the South Bronx. The proposed rezoning area is generally bounded by East 149th Street and East 144th Street to the north, the Major Deegan Expressway and Park Avenue to the south, Morris and Lincoln Avenues to the east, and the Harlem River to the west. A zoning text amendment would establish the Lower Concourse Special Mixed Use District (MX 13). The proposed rezoning area is currently zoned M1-2, M2-1, C4-4 and R6. The proposed action would rezone the area to C4-4, C6-2A, M1-4/R8A, M1-4/R7X, M1-4/R7A, M1-4/R6A, M1-2, M1-4, and R7-2/C2-4.

The proposed text amendments would establish a Harlem River Waterfront Access Plan (WAP) and the Special Harlem River Waterfront District (SHRWD) for the area along the Harlem River waterfront between Exterior Street and the Harlem River, south of East 149th Street and north of the Metro-North Railroad Bridge at Park Avenue. Special use, yard, height and setback, fire apparatus access roads, and parking regulations would apply within the SHRWD. A zoning text amendment to Zoning Resolution (ZR) section 42-12 would modify food store regulations to allow food stores of any size as-of-right within M1-4 districts in Bronx Community District 1. Zoning text amendments would make the provisions of the Inclusionary Housing program applicable within the proposed rezoning area.

Amendments to the City Map would designate 2.26 acres of land as parkland, located between the Harlem River and Exterior Street, south of the extension of East 146th Street and north of the extension of East 144th Street.

The proposed action seeks to accomplish four fundamental goals: 1) foster new opportunities for mixed-use development and affordable housing, while retaining viable light industrial uses; 2) encourage grocery store access; 3) establish the Bronx as a new gateway to Manhattan and the northern Grand Concourse; and, 4) improve waterfront access and provide new waterfront open space. The proposed action would permit the continued development of light industrial uses in the proposed rezoning area, while also allowing for new mixed-use development, providing residential conversions and affordable housing.

The proposed action is expected to result in new development on 31 projected development sites within the rezoning area by 2018. In addition, there are 48 potential development sites considered to have less development potential and which are less likely to be developed in the foreseeable future. Compared to the future without the proposed action condition, the proposed action is expected to result in a net increase of 3,414 dwelling units of which approximately 591 would be affordable units provided through the Inclusionary Housing program, 735,447 square feet (sf) of commercial space, 63,700 sf of community facility space (educational facilities), and 1,291 accessory parking spaces. The proposed action would also result in a net decrease of 308,872 sf of industrial space and 598,351 sf of office space compared to the future without the proposed action condition.

The DEIS identifies potential significant adverse impacts related to community facilities (publicly funded day care facilities), historic resources (architectural resources), traffic, and pedestrians.

The DEIS identifies potential mitigation measures for the significant adverse impacts on publicly funded day care facilities; however, these impacts would remain unmitigated if these measures were not implemented and/or would only partially offset the impacts. The DEIS identifies potential mitigation measures for one of two significant adverse historic architectural resources impacts; the other would remain unmitigated. Significant adverse traffic impacts at a number of intersections could be mitigated under each the peak hours analyzed; significant adverse traffic impacts at three intersections would remain unmitigated. Significant adverse impacts to pedestrian conditions would be fully mitigated.

The DEIS analyzed three alternatives to the proposed action: No-Action, No-Impact, and Lower Density alternatives.

Copies of the Draft Environmental Impact Statement for the proposed Lower Concourse Rezoning and Related Actions 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](http://www.nyc.gov/html/dcp/html/env_review/eis.shtml).

m16-18

## COMMUNITY BOARDS

### PUBLIC HEARINGS

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, March 18, 2009 at 8:00 A.M., Kings Plaza Community Room, Flatbush Avenue and Avenue V, Brooklyn, NY

#### #090313ZMK

An application submitted by the Department of City Planning (DCP) pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the zoning map, for lower density and contextual zoning map changes for 250 blocks out of a 300 block study in the Brooklyn neighborhood of Canarsie to protect existing uses.

m12-18

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

#### BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 17 - Wednesday, March 18, 2009 at 7:00 P.M., Rehoboth Open Bible Church, 5102 Avenue D, Brooklyn, NY

#### BSA 17-09-BZ

IN THE MATTER OF an application of MetroPCS New York, LLC, for all necessary permits to construct, operate and maintain a non-accessory radio facility at 5421 Beverly Road, Brooklyn.

m12-18

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

#### BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 2 - Wednesday, March 18, 2009, 6:00 P.M., Polytechnic Institute - Dibner Library, Metrotech Center, Room LC 400, Brooklyn, NY

#### #C 090310ZMK

#### DUMBO REZONING

IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 12d, changing from an M1-2 zoning district to an M1-4/R7A zoning district.

m12-18

## DEFERRED COMPENSATION PLAN BOARD

### MEETING

The New York City Deferred Compensation Plan Board will hold its monthly meeting on Thursday, March 19, 2009 from 10:00 A.M. to 1:00 P.M. The meeting will be held at 40 Rector Street, 3rd Floor, NYC.

m17-19

## BOARD OF EDUCATION RETIREMENT SYSTEM

### MEETING

The next regular meeting of the Board of Education Retirement System (BERS) of the City of New York Trustees will meet on Monday, March 23, 2009. This meeting will be held at the Tweed Courthouse, 52 Chambers Street, Room 105, New York, New York 10007.

The meeting will convene at 4:30 P.M. An agenda will be distributed to BERS Trustees prior to the meeting.

If you need more information, please contact Noro Healy at (718) 935-4529 or email: [nhealy@bers.nyc.gov](mailto:nhealy@bers.nyc.gov)

m16-20

## EMPLOYEES' RETIREMENT SYSTEM

### MEETING

Please be advised that the next Investment Meeting of the Board of Trustees of the New York City Employees' Retirement System has been scheduled for Tuesday, March 24, 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.

m17-23

## ENVIRONMENTAL CONTROL BOARD

### MEETING

#### OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS/ENVIRONMENTAL CONTROL BOARD

The next meeting will take place on Thursday, March 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.

m16-18

## 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, **March 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.

#### BINDING REPORT

BOROUGH OF QUEENS 09-5830 - Block 5917, lot 1 - Building 431 - Fort Totten Historic District  
 A Capehart type twin dwelling built in 1959 by the U.S. Army within a military complex of fortifications originally built in 1862 and altered over time. Application is to install a barrier-free access ramp and generator.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF QUEENS 08-5737 - Block 8106, lot 69-240-35 43rd Avenue - Douglaston Hill Historic District  
 A neo-Colonial style free-standing house designed by D.S. Hopkins and built in 1900-1901. Application is to legalize the installation of posts and retaining walls without Landmarks Preservation Commission permits.

#### ADVISORY REPORT

BOROUGH OF MANHATTAN 09-6967 - Block 73, lot 2 - South Street, between John Street and Maiden Lane - South Street Seaport Historic District  
 A street created on landfill circa 1810. Application is to construct a pier, landscape the esplanade, and construct a structure beneath the FDR. Zoned C-2-8.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6475 - Block 179, lot 6-9 Worth Street - Tribeca West Historic District  
 A utilitarian style store and loft building designed by Joseph Naylor, built 1872, altered by William Graul in 1881. Application is to construct a rooftop addition. Zoned C6-2A.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5978 - Block 515, lot 1-451 West Broadway - SoHo-Cast Iron Historic District  
 A commercial building designed by James Dubois and built in 1883-1884, with a sixth story added in 1906. Application is to legalize the installation of a flagpole without Landmarks Preservation Commission permits.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5175 - Block 147, lot 13-137 West Broadway - Tribeca South Historic District  
 An Italianate/Second Empire style store and loft building designed by Alfred E. Dunham and built in 1867. Application is to construct a rooftop bulkhead and a barrier-free access ramp.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5621 - Block 473, lot 14-484 Broadway - SoHo-Cast Iron Historic District  
 A store building designed by J. B. Snook, built 1879, and altered in 1911. Application is to install a barrier-free access ramp. Zoned M1-5B.

#### CERTIFICATE OF APPROPRIATENESS

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

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6737 - Block 572, lot 10-61 West 8th Street - Greenwich Village Historic District

A rowhouse built in 1839, and altered in late 19th and early 20th centuries. Application is to install storefront infill.

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

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6236 - Block 849, lot 29-41 East 20th Street - Ladies' Mile Historic District  
A stable built in 1849-51 and altered in the Early 20th century Commercial style in 1908 by G.B. Webb. Application is to install storefront infill.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6456 - Block 847, lot 11, 62-881-887 Broadway, aka 115 Fifth Avenue, aka 9-13 East 18th Street - Ladies' Mile Historic District  
A Second Empire Commercial style department store building designed by Griffith Thomas and built in 1868-1876. Application is to establish a master plan governing the future installation of storefronts and windows, and to install flagpoles and banners.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6451 - Block 847, lot 1-109-111 Fifth Avenue, aka 3-5 East 18th Street - Ladies' Mile Historic District  
A neo-Renaissance style store and office building designed by William Schickel & Co. and built in 1894-95. Application is to install a flagpole and banner and to alter a service entrance.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5923 - Block 827, lot 43-210 Fifth Avenue, aka 1132 Broadway - Madison Square North Historic District  
A Beaux Arts style loft and bachelor apartments building designed by John B. Snook & Sons and built in 1901-1902. Application is to construct a rooftop bulkhead.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6827 - Block 859, lot 5-1 East 29th Street - Church of the Transfiguration - Individual Landmark  
A Gothic Revival style church building built in 1849-50. Application is to alter the garden landscape.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6052 - Block 1120, lot 38-12-14 West 68th Street - Upper West Side/ Central Park West Historic District  
A Queen Anne style house designed by Louis Thouvard in 1895 with attached studio building designed by Edwin C. Georgi and built in 1925. Application is to legalize the construction of an addition to the 1925 studio building, and to legalize the replacement of iron work all without Landmarks Preservation Commission permits.

#### 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 09-6424 - Block 1376, lot 65-8 East 62nd Street - Upper East Side Historic District  
A Beaux-Arts style residence designed by John H. Duncan and built in 1902-1903. Application is to excavate the rear yard and construct a rear yard addition. Zoned R8B.

#### 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 09-6808 - Block 1378, lot 115-712 Madison Avenue - Upper East Side Historic District  
An Italianate/neo-Grec style residential building designed by Gage Inslee and built in 1871, and altered in 1920 to accommodate storefronts at the first and second floors. Application is to install a new storefront and construct a rear yard addition. Zoned C5-1.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6626 - Block 1412, lot 1-863 Park Avenue - Upper East Side Historic District  
A neo-Renaissance style apartment building designed by Pollard & Steinam and built in 1907-08. Application is to install a barrier-free access ramp.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5050 - Block 1506, lot 62-

16 East 95th Street - Carnegie Hill Historic District  
A Renaissance Revival-style rowhouse designed by Henry Andersen and built in 1899. Application is to alter rear facade; construct a rear yard addition, and excavate the rear yard. Zoned R8.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-1030 - Block 2024, lot 18-229 West 138th Street - St. Nicholas Historic District  
A neo-Georgian style rowhouse built in 1891-92. Application is to legalize the installation of windows without Landmarks Preservation Commission permits.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-4201 - Block 2067, lot 10-469 West 152nd Street - Hamilton Heights/Sugar Hill Northwest Historic District  
A Renaissance Revival style apartment house designed by John P. Leo and built in 1895. Application is to legalize the installation of windows without Landmarks Preservation Commission permits.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF THE BRONX 09-5934 - Block 2267, lot 44-295 St. Ann's Avenue - St. Ann's Episcopal Church and Graveyard-Individual Landmark  
A Gothic Revival style church built in 1841, and a Gothic style parish hall built in 1916. Application is to construct a new shed building. Zoned R-6.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 09-7055 - Block 253, lot 67-88 Remsen Street, aka 17 Grace Court Alley - Brooklyn Heights Historic District  
A Greek Revival style house and carriage house built in 1838. Application is to modify a window opening, construct a stair bulkhead, and install rooftop railings. Zoned R6, LH-1.

#### CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 09-6912 - Block 252, lot 28-254 Hicks Street - Brooklyn Heights Historic District  
A neo-Gothic style church designed by Richard Upjohn and built in 1847 with a Parish House built in 1931. Application is to construct an addition. Zoned R6.

#### BINDING REPORT

BOROUGH OF BROOKLYN 09-7066 - Block 2696, lot 1-776 Lorimer Street - McCarren Play Center - Individual Landmark

An Art Moderne style pool complex designed by architect Aymar Embury II, landscape architects Gilmore D. Clarke and Allyn R. Jennings, and civil engineers W. Earle Andres and William H. Latham, and built in 1936. Application is to reconstruct the facades of the bathhouse, comfort stations, and perimeter walls.

#### ADVISORY REPORT

BOROUGH OF BROOKLYN 09-7019 - Block 999, lot 99-Eastern Parkway, Plaza Street East to Washington Avenue - Eastern Parkway - Scenic Landmark  
A Scenic Parkway designed by Frederick Law Olmsted and Calvert Vaux and built in 1870-1874. Application is to reconstruct and alter the parkway from Grand Army Plaza to Washington Avenue.

m4-17

NOTICE IS HEREBY GIVEN THAT PURSUANT to the provisions of 3020 of the New York City Charter and Chapter 3 of Title 24 of the Administrative Code of the City of New York (Sections 25-303 and 25-313) that on **Tuesday, March 24, 2009**, the Landmarks Preservation Commission will conduct a *public hearing* in the Public Meeting Room of the Landmarks Preservation Commission, located at The Municipal Building, 1 Centre Street, 9th Floor North, City of New York with respect to the following proposed Landmarks, Landmark Sites and proposed Historic Districts. Any person requiring reasonable accommodation in order to participate in the hearing should call or write the Landmarks Preservation Commission, [Municipal Building, 1 Centre Street, 9th Floor North, New York, NY 10007, (212) 669-7700] no later than five (5) business days before the hearing. There will also be a public meeting on that day.

#### PUBLIC HEARING ITEMS

PUBLIC HEARING ITEM NO.1 LP-2320  
MOUNT OLIVE FIRE BAPTIZED HOLINESS CHURCH (FORMER SECOND REFORMED PRESBYTERIAN CHURCH), 308 West 122nd Street (aka 304-308 West 122nd Street), Manhattan.  
*Landmark Site:* Borough of Manhattan Tax Map Block 1948, Lot 41

PUBLIC HEARING ITEM NO. 2 LP-2280  
WILLIAM ULMER BREWERY, 31 Belvedere Street; 26-28 Locust Street; 71 Beaver Street (aka 71-83 Beaver Street), Brooklyn.  
*Landmark Site:* Borough of Brooklyn Tax Map Block 3135, Lot 34, 16, 27

PUBLIC HEARING ITEM NO. 3 LP-2328  
ASCHENBROEDEL VEREIN (LATER GESANGVEREIN SCHILLER BUND/ NOW LaMAMA EXPERIMENTAL THEATER CLUB BUILDING), 74 East 4th Street, Manhattan  
*Landmark Site:* Borough of Manhattan Tax Map Block 459, Lot 23

PUBLIC HEARING ITEM NO. 4 LP-2326  
MIDDLETON S. and EMILIE NEILSON BURRILL HOUSE, 36 East 38th Street, Manhattan.  
*Landmark Site:* Borough of Manhattan Tax Map Block 867, Lot 45

PUBLIC HEARING ITEM NO. 5 LP-2329  
EDITH ANDREWS LOGAN RESIDENCE, 17 West 56th

Street, Manhattan.

*Landmark Site:* Borough of Manhattan Tax Map Block 1272, Lot 25

PUBLIC HEARING ITEM NO. 6 LP-2330  
E. HAYWARD FERRY RESIDENCE, 26 West 56th Street, Manhattan.  
*Landmark Site:* Borough of Manhattan Tax Map Block 1271, Lot 54

PUBLIC HEARING ITEM NO. 7 LP-2337  
FORT WASHINGTON PRESBYTERIAN CHURCH, 21 Wadsworth Avenue (aka 21-27 Wadsworth Avenue; 617-619 West 174th Street), Manhattan.  
*Landmark Site:* Borough of Manhattan Tax Map Block 2143, Lot 38 in part, consisting of the land on which the church building is situated, excluding the Sunday School.

PUBLIC HEARING ITEM NO. 8 LP-2325  
RIDGEWOOD THEATER, 55-27 Myrtle Avenue, Queens.  
*Landmark Site:* Borough of Queens Tax Map Block 3451 Lot 7 in part

PUBLIC HEARING ITEM NO. 9  
PROPOSED FILLMORE PLACE HISTORIC DISTRICT

Borough of Brooklyn

#### **Boundary Description**

The proposed Fillmore Place Historic District consists of the property bounded by a line beginning at the intersection of the northern curblineline of Fillmore Place and the western curbeline of Roebing Street, continuing southerly across the roadbed of Fillmore Place and along the western curblineline of Roebing Street to a point formed by its intersection with a line extending easterly from the southern property line of 168 Roebing Street, westerly along said line and the southern property line of 168 Roebing Street, southerly along a portion of the eastern property line of 30 Fillmore Place, westerly along the southern property lines of 30 through 18 Fillmore Place, southerly along a portion of the eastern property line of 16 Fillmore Place, westerly along the southern property lines of 16 through 10 Fillmore Place, northerly along a portion of the western property line of 10 Fillmore Place, westerly along the southern property line of 675 Driggs Avenue to the eastern curblineline of Driggs Avenue, northerly along said curblineline to a point formed by its intersection with a line extending easterly from the northern curblineline of North 1st Street, westerly across the roadbed of Driggs Avenue and along the northern curblineline of North 1st Street to a point formed by its intersection with a line extending southerly from the western property line of 676 Driggs Avenue, northerly along the western property lines of 676 through 662 Driggs Avenue, easterly along the northern property line of 662 Driggs Avenue to the western curblineline of Driggs Avenue, southerly along said curblineline to a point formed by its intersection with a line extending westerly from the northern property line of 667 Driggs Avenue, easterly along said line across the roadbed of Driggs Avenue and along the northern property lines of 667 Driggs Avenue and 7 Fillmore Place, northerly along a portion of the western property line of 9 Fillmore Place, easterly along the northern property lines of 9 through 21 Fillmore Place, southerly along a portion of the eastern property line of 21 Fillmore Place, easterly along the northern property line of 23 Fillmore Place, southerly along the eastern property line of 23 Fillmore Place, southerly along the northern curblineline of Fillmore Place, easterly along said curblineline to the point of the beginning.

PUBLIC HEARING ITEM NO. 10 LP-2334

PROPOSED OCEAN ON THE PARK HISTORIC DISTRICT

Borough of Brooklyn

#### **Boundary Description**

The proposed Ocean on the Park Historic District is bounded by a line beginning at a point on the eastern curblineline of Ocean Avenue on a line extending westerly from the southern property line of 211 Ocean Avenue, easterly along said line and the southern property line of 211 Ocean Avenue, northerly along the eastern property lines of Nos. 211 through 189 Ocean Avenue, westerly along the northern property line of 189 Ocean Avenue to the eastern curblineline of Ocean Avenue, and southerly along the eastern curblineline of Ocean Avenue, to the point of beginning.

PUBLIC HEARING ITEM NO. 11 LP-2335

PROPOSED AUDUBON PARK HISTORIC DISTRICT

Borough of Manhattan

#### **Boundary Description**

The (proposed) Audubon Park Historic District consists of the property bounded by a line beginning at the intersection of the southern curblineline of West 156th Street and the western curblineline of Broadway, extending northerly across West 156th Street and continuing northwesterly along the southwestern curblineline of Edward M. Morgan Place to its intersection with the southeastern curblineline of Riverside Drive, continuing northeasterly across Edward M. Morgan Place to the intersection of the northeastern curblineline of Edward M. Morgan Place with the southern curblineline of West 158th Street, easterly along the southern curblineline of West 158th Street to a point formed by its intersection with a line extending southerly from the eastern property line of 609 West 158th Street, northerly across the roadbed and along said property line to the northern property line of 609 West 158th Street, westerly along said property line and the northern property line of 611 West 158th Street (aka 810 Riverside Drive) to the western property line of 611 West 158th Street (aka 810 Riverside Drive), southerly along said property line to the northern curblineline of West 158th Street, westerly across Riverside Drive and along said curblineline to a point formed by its intersection with a line extending northerly from the western property line of 807 Riverside Drive (aka 620-624 West 158th Street), southerly across the roadbed and along said property line to the northern property line of 801 Riverside Drive, westerly along a portion of said property line to the western property line of 801 Riverside Drive, southerly along a portion of said property line to the northern property line of 779 Riverside Drive (aka 779-789 Riverside Drive), westerly along said property line to the western property line of 779 Riverside Drive (aka 779-789 Riverside Drive), southerly along said property line to the

northern property line of 773 Riverside Drive (aka 773-777 Riverside Drive), westerly along a portion of said property line and along the northern property line of Manhattan Tax Map Block 2134 Lot 250 to the northeastern curblineline of Riverside Drive West, southeasterly and easterly along said curblineline, continuing easterly along the southern curblineline of Riverside Drive, easterly across Riverside Drive to the eastern curblineline of Riverside Drive, southerly along said curblineline to its intersection with the northern curblineline of West 155th Street, easterly along said curblineline to a point formed by its intersection with a line extending southerly from the eastern property line of 780 Riverside Drive (aka 780-784 Riverside Drive; 635-639 West 155th Street), northerly along said property line and along the eastern property line of 788 Riverside Drive (aka 786-788 Riverside Drive; 640-642 West 156th Street) to the southern curblineline of West 156th Street, easterly along said curblineline to the point of the beginning.

m10-23

## TRANSPORTATION

### ■ PUBLIC HEARING

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 18, 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 Jeremy Lechtzin and Amy B. Klein to construct, maintain and use a stoop on the north sidewalk of Hicks Street, east of Cranberry Street, 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/per annum

the maintenance of a security deposit in the sum of \$8,000, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

**#2** In the matter of a proposed revocable consent authorizing Watchtower Bible and Tract Society of New York, Inc. to continue to maintain and use a tunnel under and across Columbia Heights, south of Orange 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 - \$25,278  
 For the period July 1, 2010 to June 30, 2011 - \$26,014  
 For the period July 1, 2011 to June 30, 2012 - \$26,750  
 For the period July 1, 2012 to June 30, 2013 - \$27,486  
 For the period July 1, 2013 to June 30, 2014 - \$28,222  
 For the period July 1, 2014 to June 30, 2015 - \$28,958  
 For the period July 1, 2015 to June 30, 2016 - \$29,694  
 For the period July 1, 2016 to June 30, 2017 - \$30,430  
 For the period July 1, 2017 to June 30, 2018 - \$31,166  
 For the period July 1, 2018 to June 30, 2019 - \$31,902

the maintenance of a security deposit in the sum of \$32,000, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

**#3** In the matter of a proposed revocable consent authorizing Watchtower Bible and Tract Society of New York to continue to maintain and use a tunnel under and across Columbia Heights at Pineapple Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$ 9,351  
 For the period July 1, 2010 to June 30, 2011 - \$ 9,623  
 For the period July 1, 2011 to June 30, 2012 - \$ 9,895  
 For the period July 1, 2012 to June 30, 2013 - \$10,167  
 For the period July 1, 2013 to June 30, 2014 - \$10,439  
 For the period July 1, 2014 to June 30, 2015 - \$10,711  
 For the period July 1, 2015 to June 30, 2016 - \$10,983  
 For the period July 1, 2016 to June 30, 2017 - \$11,255  
 For the period July 1, 2017 to June 30, 2018 - \$11,527  
 For the period July 1, 2018 to June 30, 2019 - \$11,799

the maintenance of a security deposit in the sum of \$11,800, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

**#4** In the matter of a proposed revocable consent authorizing Watchtower Bible and Tract Society of New York, Inc. to continue to maintain and use a tunnel under and across Orange Street, east of Columbia Heights, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$7,306  
 For the period July 1, 2010 to June 30, 2011 - \$7,519

For the period July 1, 2011 to June 30, 2012 - \$7,732  
 For the period July 1, 2012 to June 30, 2013 - \$7,945  
 For the period July 1, 2013 to June 30, 2014 - \$8,158  
 For the period July 1, 2014 to June 30, 2015 - \$8,371  
 For the period July 1, 2015 to June 30, 2016 - \$8,584  
 For the period July 1, 2016 to June 30, 2017 - \$8,797  
 For the period July 1, 2017 to June 30, 2018 - \$9,010  
 For the period July 1, 2018 to June 30, 2019 - \$9,223

the maintenance of a security deposit in the sum of \$10,600, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

**#5** In the matter of a proposed revocable consent authorizing Montefiore Medical Center to maintain and use conduits under and across East 233rd Street, east of Bronx Boulevard, in the Borough of the Bronx. The proposed revocable consent is for a term from July 1, 2008 to June 30, 2018 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2008 to June 30, 2009 - \$3,873  
 For the period July 1, 2009 to June 30, 2010 - \$3,986  
 For the period July 1, 2010 to June 30, 2011 - \$4,099  
 For the period July 1, 2011 to June 30, 2012 - \$4,212  
 For the period July 1, 2012 to June 30, 2013 - \$4,325  
 For the period July 1, 2013 to June 30, 2014 - \$4,438  
 For the period July 1, 2014 to June 30, 2015 - \$4,551  
 For the period July 1, 2015 to June 30, 2016 - \$4,664  
 For the period July 1, 2016 to June 30, 2017 - \$4,777  
 For the period July 1, 2017 to June 30, 2018 - \$4,890

the maintenance of a security deposit in the sum of \$4,900, 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.

f26-m17

## PROPERTY DISPOSITION

### CITYWIDE ADMINISTRATIVE SERVICES

#### DIVISION OF MUNICIPAL SUPPLY SERVICES

##### ■ AUCTION

#### PUBLIC AUCTION SALE NUMBER 09001 - S & T

NOTICE IS HEREBY GIVEN of a bi-weekly public auction of City fleet vehicles consisting of cars, vans, light duty vehicles, trucks, heavy equipment and miscellaneous automotive equipment to be held on Wednesday, April 1, 2009 (SALE NUMBER 09001-T). 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, March 18, 2009 (Sale Number 09001-S) 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.

m5-a1

## 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 1154

NOTICE IS HEREBY GIVEN of a ONE (1) day public auction of unclaimed salvage vehicles, motorcycles, automobiles, trucks, and vans. Inspection day is March 23, 2009 from 10:00 A.M. - 2:00 P.M.

Salvage vehicles, motorcycles, automobiles, trucks, and vans will be auctioned on March 24, 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.

m11-24

## PROCUREMENT

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

### CITYWIDE ADMINISTRATIVE SERVICES

#### DIVISION OF FACILITIES MANAGEMENT AND CONSTRUCTION

##### ■ AWARDS

#### Construction / Construction Services

**GENERAL CONSTRUCTION WORK, STABILIZATION AND INCIDENTALS** – Competitive Sealed Bids – PIN# 856080000399 – AMT: \$3,995,000.00 – TO: Structural Contracting Services, 100 Pearl Street, Mt. Vernon, NY 10550. Service Area is 390 Kent Ave. Contract expires in 1 year.

m17

#### DIVISION OF MUNICIPAL SUPPLY SERVICES

##### ■ AWARDS

#### Goods

**PC AGGREGATE PURCHASE - DOC** – Intergovernmental Purchase – PIN# 8570900868 – AMT: \$310,500.00 – TO: Dell Marketing LP, One Dell Way MS 8707, Round Rock, TX 78682. NYS Contract #PT 55666.  
**● HP ENTERPRISE SYSTEMS - DOITT** – Intergovernmental Purchase – PIN# 8570900865 – AMT: \$742,396.45 – TO: Hewlett Packard Co., 10810 Farnam Drive., Omaha, NE 68154. NYS Contract #PT 64150.  
**● POWER PROTECTION EQUIPMENT** – Intergovernmental Purchase – PIN# 8570900836 – AMT: \$111,553.65 – TO: Ocean Computer Group, 90 Matawan Rd., Suite 105, Matawan, NJ 07747. NYS Contract #PT 63907.  
**● PASSENGER AND CARGO VANS - DCAS** – Intergovernmental Purchase – PIN# 8570900843 – AMT: \$156,107.46 – TO: Van Bortel Ford, 7325 Route 96, Victor, NY 14564. NYS Contract #PT 62822.

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

m17

**HP ENTERPRISE SYSTEMS - DOC** – Intergovernmental Purchase – PIN# 8570900928 – AMT: \$178,063.28 – TO: Hewlett Packard, 3000 Hanover St., Palo Alto, CA 94304. NYS Contract #PT 64150.

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

m17

### ■ VENDOR LISTS

#### Goods

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

1. Mix, Biscuit - AB-14-1:92
2. Mix, Bran Muffin - AB-14-2:91
3. Mix, Corn Muffin - AB-14-5:91
4. Mix, Pie Crust - AB-14-9:91
5. Mixes, Cake - AB-14-11:92A
6. Mix, Egg Nog - AB-14-19:93
7. Canned Beef Stew - AB-14-25:97
8. Canned Ham Shanks - AB-14-28:91
9. Canned Corned Beef Hash - AB-14-26:94
10. Canned Boned Chicken - AB-14-27:91
11. Canned Corned Beef - AB-14-30:91

12. Canned Ham, Cured - AB-14-29:91
13. Complete Horse Feed Pellets - AB-15-1:92
14. Canned Soups - AB-14-10:92D
15. Infant Formula, Ready to Feed - AB-16-1:93
16. Spices - AB-14-12:95
17. Soy Sauce - AB-14-03:94
18. Worcestershire Sauce - AB-14-04:94

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

j4-jy17

**EQUIPMENT FOR DEPARTMENT OF SANITATION –**

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

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

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

j4-jy17

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

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

j4-jy17

**DESIGN & CONSTRUCTION****CONTRACT SECTION****■ SOLICITATIONS***Construction / Construction Services*

**STAPLETON BRANCH LIBRARY RENOVATION AND EXPANSION** – Competitive Sealed Bids – DUE 04-14-09 AT 2:00 P.M. –  
 PIN# 8502009LN0006C - GENERAL CONSTRUCTION  
 PIN# 8502009LN0003C - PLUMBING  
 PIN# 8502009LN0004C - HVAC  
 PIN# 8502009LN0005C - ELECTRICAL

PROJECT NO.: LNC2STAPL. Contract documents will not be sold after Tuesday, March 31, 2009. Documents must be purchased prior to pre-bid walk-thru. There will be a mandatory pre-bid walk-thru on Wednesday, April 1, 2009 at 11:00 A.M. at the Stapleton Branch Library located at 132 Canal Street, Staten Island, NY 10304. Bid documents are available at: <http://www.nyc.gov/buildnyc>.

Companies who have been certified by the New York City Department of Small Business Services as Minority- or Women- Owned Business Enterprises (“M/WBE”) are strongly encouraged to submit a bid. Also, this bid solicitation includes M/WBE participation goal(s) for subcontracted work. For the M/WBE goals, please visit our website at [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc) see “Bid Opportunities.” To find out more about M/WBE certification, please call 311 or go to [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified).

Apprenticeship Participation Requirement applies to this contract (G.C. Work). Special Experience Requirements apply to the G.C., Plumbing, and HVAC Trade.  
 Vendor Source ID#: 58672.

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. Bid document deposit - \$35.00 per set. Company check or money order only. No cash accepted. Late bids will not be accepted.  
 Department of Design and Construction  
 30-30 Thomson Avenue, 1st Floor, Long Island City, NY 11101. Ben Perrone (718) 391-2614.

m17

**ENVIRONMENTAL PROTECTION****BUREAU OF WASTEWATER TREATMENT****■ SOLICITATIONS***Construction Related Services*

**CONSULTANT FOR JOC-CS2** – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 82609WPC1184 – DUE 04-21-09 AT 4:00 P.M. – DEP is seeking an appropriately qualified consultant to develop, implement and maintain complete and comprehensive Job Order Contracting (JOC) system for construction and construction related tasks in various DEP Bureaus including, but not limited to, the Bureau of Wastewater Treatment, Bureau of Water Supply, Bureau of Water and Sewer Operations, and the Bureau of Management and Budget. JOC is a procurement that utilizes a set of pre-defined tasks and an in-place team of contractors to complete Job Orders issued by DEP. The Jobs are expected to cover Plumbing, General Construction (Mechanical and Structural), Heating, Ventilation and Air Conditioning (FIVAC), and Electrical (including Instrumentation) trades.

NO MINIMUM QUALIFICATION REQUIREMENTS.

Pre-proposal conference: April 7, 2009 at 10:00 A.M. at DEP, 96-05 Horace Harding Expwy., 2nd Fl., Conference Room #4, Corona, NY 11368.

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, Bid Room,  
 59-17 Junction Boulevard, 17th Floor, Flushing, NY 11373.  
 96-05 Horace Harding Expressway, Corona, NY 11368.  
 Anthony Maracic (718) 595-5045, [amaracic@dep.nyc.gov](mailto:amaracic@dep.nyc.gov)

m17

**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*

**INTRAOCULAR LENSES** – Competitive Sealed Bids – PIN# RM09-326038 – DUE 03-30-09 AT 3:00 P.M. – Must be same as Alcon labs. Specialty Contract award for a period of three (3) years. All papers must be completed by the time the bid opens to be considered a responsive bidder. For copy of bid package, please e-mail [richard.mannino@nychhc.org](mailto:richard.mannino@nychhc.org), (718) 245-2129.

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 Building, 591 Kingston Avenue, Room 251,  
 Brooklyn, NY 11203.

m17

*Goods & Services*

**NEURO SUPPLIES FOR THE PENUMBRA SYSTEM** – Competitive Sealed Bids – PIN# 22209105 – DUE 03-31-09 AT 3:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
 Lincoln Hospital Center, 234 East 149th Street, Room 2A2,  
 Bronx, NY 10451. Daisy Aquino (718) 579-6371.

m17

*Construction Related Services*

**2ND AND 3RD FLOOR UPGRADE** – Competitive Sealed Bids – PIN# 22200801 – DUE 03-24-09 AT 1:30 P.M. – East New York Diagnostic and Treatment Center - Renovation of Third floor Clinical Suites and Corridor, and Second floor Corridor, Brooklyn, New York. Bid Document fees \$30.00 per set (Check or Money Order), non-refundable.

Contract #1 - General Construction Work (includes Mechanical and Electrical work) Cost range: \$0.88M - \$1.07M, Required Goals are MBE 18 percent and WBE 7 percent.

This contract will be bid under the Wicks Law Reform in accordance with the change to General Municipal Law 101.

Requires trade Licenses (where applicable). Under Article 15a of the State of New York, the following M/WBE goals apply to each contract as stated. These goals apply to any bid submitted of \$100,000 or more. Bidders not complying with these terms may have their bids declared non-responsive.

Mandatory pre-bid meetings/site tours are scheduled for Tuesday, 04/07/09 at 1:30 P.M. and Thursday, 4/09/09 at 10:00 A.M. at East New York Diagnostic and Treatment Center, 2nd floor Conference Room. Brooklyn, N.Y.

Technical questions must be submitted in writing, by email or fax no later than close business day of Wednesday, April 15, 2009 to Emmanuel O. Obadina, Fax (212) 442-3851.

The threshold after which award of separate contracts for plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electrical wiring are required for the erection, construction, reconstruction or alternations of buildings has been raised from \$50,000 to \$3,000,000 in New York City.

For public works contracts where separate specifications are not required, the law imposes a new requirement that each bidder submit with its bid a separate sealed list of subcontractors it intends to use to perform work under the contract in the categories enumerated above, and the agreed amount to be paid to each. After the low bidder is announced the sealed list of subcontractors for the low bidder shall be opened and the names of the subcontractors announced.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
 Health and Hospitals Corporation, 346 Broadway  
 12 West, New York, NY 10013.  
 Emmanuel Obadina (212) 442-3680,  
 Emmanuel.Obadina@nychhc.org

m17

**REPAIR AND COATING OF CONDENSERS ON TWO YT. CHILLERS** – Competitive Sealed Bids – PIN# QHN2009-1080QHC – DUE 04-06-09 AT 2:00 P.M. There will be a mandatory walk through on 03/24/09 and 03/25/09 at 10:00 A.M. Pick up a copy of the bid for complete information.

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 Health Network, 82-68 164th Street, “S” Building,  
 Jamaica, NY 11432. Aurelio Morrone (718) 883-6000,  
[morronea@nychhc.org](mailto:morronea@nychhc.org)

m17

*Services (Other Than Human Services)*

**CLEANING AND REPAIR OF ERIE CITY IRONWORKS BOILER** – Competitive Sealed Bids – PIN# 332-09-010 – DUE 04-08-09 AT 10:00 A.M. – To request a bid package at no charge, email [akihiko.hirao@woodhullhc.nychhc.org](mailto:akihiko.hirao@woodhullhc.nychhc.org) Site visit scheduled for April 2, 2009 at 10:00 A.M. at Cumberland Diagnostic and Treatment Center, 100 N. Portland Ave., Room C-32, Brooklyn, NY 11205.

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](mailto:akihiko.hirao@woodhullhc.nychhc.org)

m17

**HEALTH AND MENTAL HYGIENE****■ INTENT TO AWARD***Services (Other Than Human Services)*

**MAINTENANCE FOR “AUTOSSET18” SYSTEM** – Sole Source – Available only from a single source - PIN# 0900095901R0X00 – DUE 03-30-09 AT 5:00 P.M. – The Department intends to enter into a sole source contract with GBR Systems Corp., to provide maintenance for their autoSET18 Inserter, a complex high performance machine for inserting individualized documents with classified information into envelopes via select insert feeding. The contract term would be from 07/01/2008 to 06/30/2011, and the maximum contract amount would be \$100,000.00. Any vendor that believes it can also provide these services is invited to indicate an expression of interest by letter which must be received no later than March 30, 2009 at 5:00 P.M. Expression of interest should be sent to the address below, attention: Marie Dwyer, Contracting Officer, in writing.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
 Health and Mental Hygiene, 125 Worth Street, Rm. 1027,  
 New York, NY 10013. Marie Dwyer (212) 788-5222,  
[mdwyer@health.nyc.gov](mailto:mdwyer@health.nyc.gov)

m16-20

**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](mailto:mzmoira@dhs.nyc.gov)

j12-24

**HOUSING AUTHORITY****■ SOLICITATIONS***Construction / Construction Services*

**REPLACEMENT OF BOILERS AT KINGSBOROUGH HOUSES** – Competitive Sealed Bids – PIN# ME7018523 – DUE 03-30-09 AT 10:00 A.M.  
**● NEW BOILER AT SHEEPSHEAD BAY/NOSTRAND HOUSES** – Competitive Sealed Bids – PIN# HE9003436 – DUE 03-30-09 AT 10:30 A.M.

Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M. for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
 Housing Authority, 90 Church Street, 11th Floor, New York, NY 10007. Gloria Guillo (212) 306-3121,  
[gloria.guillo@nycha.nyc.gov](mailto:gloria.guillo@nycha.nyc.gov)

m16-20

## HOUSING PRESERVATION & DEVELOPMENT

### AWARDS

*Human/Client Service*

**FAMILY SELF-SUFFICIENCY PROGRAM** – Renewal – PIN# 806005503004 – AMT: \$200,000.00 – TO: Research Foundation of the City University of New York, 230 West 41st Street, New York, NY 10036.

m17

### DIVISION OF MAINTENANCE

#### AWARDS

*Construction/Construction Services*

**EMERGENCY DEMOLITION SERVICES** – Emergency Purchase – Available only from a single source - PIN# 806088701802 – AMT: \$88,777.00 – TO: Lakhi General Contractor, Inc., 1 Stone Ridge Court, Syosset, NY 11791.

m17

*Services (Other Than Human Services)*

**MAILING SERVICES** – Other – PIN# 806099708270 – AMT: \$3,101,483.00 – TO: New York State Industries for the Disabled, Inc., 11 Columbia Circle Drive, Albany, NY 12203.

m17

## LABOR RELATIONS

### SOLICITATIONS

*Services (Other Than Human Services)*

**VISION CARE ADMINISTRATIVE SERVICES** – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 214080000378 – DUE 04-24-09 AT 2:00 P.M. – The Management Benefits Fund is seeking a qualified vendor to administer the Vision Care Program for its approximately 24,000 active and retired members and their eligible dependents, which include the management, supervisory, and administrative employees of the City not covered by a collective bargaining agreement.

The following Minimum Qualification Requirement has been established for this procurement: Proposals that fail to meet this requirement will be rejected: The Proposer must, at the time of proposal submission, be authorized to conduct business in the State of New York. (Attach a copy of proposer's license or authority to do business in New York State to Attachment I - Proposal Cover Letter to demonstrate compliance).

*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.*  
*Office of Labor Relations, 40 Rector Street, 3rd Floor New York, NY 10006. Please fax: (212) 306-7376. Georgette Gestely (212) 306-7321.*

m17

## PARKS AND RECREATION

### REVENUE AND CONCESSIONS

#### SOLICITATIONS

*Services (Other Than Human Services)*

**OPERATION OF TENNIS PROFESSIONAL CONCESSIONS** – Competitive Sealed Bids – PIN# CWTP2009 – DUE 03-30-09 AT 3:00 P.M. – At various locations, Citywide.  
**TELECOMMUNICATION DEVICE FOR THE DEAF (TDD)** 212-504-4115

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
*Parks and Recreation, The Arsenal-Central Park 830 Fifth Avenue, Room 407, New York, NY 10021. Evan George (212) 360-3495, evan.george@parks.nyc.gov*

m9-20

**RENOVATION, OPERATION AND MAINTENANCE OF THE CAROUSEL AND SNACK BAR** – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# Q15-B-CL SB – DUE 04-20-09 AT 3:00 P.M. – In Forest Park, Queens.  
**TELECOMMUNICATION DEVICE FOR THE DEAF (TDD)** 212-504-4115

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
*Parks and Recreation, The Arsenal-Central Park 830 Fifth Avenue, Room 407, New York, NY 10021. Evan George (212) 360-3495, evan.george@parks.nyc.gov*

m16-27

**OPERATION OF TEN (10) MOBILE FOOD UNITS** – Competitive Sealed Bids – PIN# X39-1-10-C-BW – DUE 04-01-09 AT 11:00 A.M. – At Orchard Beach in Pelham Bay Park, Bronx.  
**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*

m11-24

## SCHOOL CONSTRUCTION AUTHORITY

### CONTRACT ADMINISTRATION

#### SOLICITATIONS

*Construction/Construction Services*

**WINDOWS/FLOOD ELIMINATION** – Competitive Sealed Bids – PIN# SCA09-12357D-1 – DUE 03-30-09 AT 10:30 A.M. PS 26 (Queens). Project Range: \$3,350,000.00 - \$3,522,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
*School Construction Authority, 30-30 Thomson Avenue, 1st Floor, Long Island City, NY 11101. Judith Walker (718) 752-5868, jwalker@nycsca.org*

m11-17

**SCIENCE LAB UPGRADE** – Competitive Sealed Bids – PIN# SCA09-12092D-1 – DUE 03-30-09 AT 11:30 A.M. IS 336 (Brooklyn). Project Range: \$1,540,000.00 to \$1,622,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

m13-19

**PAVED AREAS - CONCRETE** – Competitive Sealed Bids – PIN# SCA09-11215D-1 – DUE 04-06-09 AT 10:30 A.M. Project Range: \$1,050,000.00 to \$1,110,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
*School Construction Authority, 30-30 Thomson Avenue Room #1046, Long Island City, NY 11101. Stacia Edwards (718) 752-5849, sedwards@nycsca.org*

m17-23

**EXTERIOR MASONRY** – Competitive Sealed Bids – PIN# SCA09-12259D-1 – DUE 04-02-09 AT 11:30 A.M. P.S. 189 (Brooklyn), Exterior Masonry. Project Range: \$2,150,000.00 to \$2,260,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
*School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Anthony Largie (718) 752-5842, alargie@nycsca.org*

m16-20

### BUREAU OF CONTRACTS AND SERVICES

#### SOLICITATIONS

*Construction/Construction Services*

**REMOVE AND INSTALL FLOORS** – Competitive Sealed Bids – PIN# SCA09-12408D-1 – DUE 04-02-09 AT 11:00 A.M. – PS 213 and PS 4 (Queens). Project Range: \$1,070,000.00 - \$1,122,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

m16-20

**EXTERIOR MASONRY, ROOFS AND WINDOW REPLACEMENT** – Competitive Sealed Bids – PIN# SCA09-08956D-1 – DUE 04-03-09 AT 10:30 A.M. PS 94 (Brooklyn). Project Range: \$2,360,000.00 to \$2,482,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority.

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
*School Construction Authority, 30-30 Thomson Avenue First Floor, Long Island City, NY 11101. Ricardo Forde (718) 752-5288, rforde@nycsca.org*

m16-20

## 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](http://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.**

## PARKS AND RECREATION

### PUBLIC HEARINGS

#### CANCELLATION OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that a Contract Public Hearing will be held on Thursday, March 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 City of New York Parks & Recreation (Parks) and City Parks Foundation, 830 5th Avenue, New York, NY 10021, to provide programming and technical assistance for waterfront catalyst parks. The contract amount shall be \$140,000.00. The contract term shall be from April 1, 2007 to March 31, 2009. PIN#: 84609C000X08.

The proposed contractor has been selected by means of Required Authorized Source, pursuant to Section 1-02 (d) (2) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at Parks - Arsenal West, Purchasing & Accounting, 3rd Floor, 24 West 61st Street, New York, NY 10023, from March 6, 2009 to March 19, 2009, excluding Weekends and Holidays, from 9:00 A.M. to 5:00 P.M.

Anyone who wishes to speak at this public hearing should request to do so in writing. The written request must be received by Parks within 5 business days after publication of this notice. Written requests should be sent to Brett Meaney, Deputy Director of Contracts, 3rd Floor, 24 West 61st Street, New York, NY 10023, or [brett.meaney@parks.nyc.gov](mailto:brett.meaney@parks.nyc.gov). If Parks receives no written requests to speak within the prescribed time, Parks reserves the right not to conduct the public hearing. In such case, a notice will be published in The City Record canceling the public hearing.

m16-19

#### CANCELLATION OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that a Contract Public Hearing will be held on Thursday, March 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 City of New York Parks & Recreation (Parks) and City Parks Foundation, 830 5th Avenue, New York, NY 10021, to provide a qualities community program, catalyst for neighborhood parks. The contract amount shall be \$225,000.00. The contract term shall be from April 1, 2005 to March 31, 2009. PIN#: 84609C000X09.

The proposed contractor has been selected by means of Required Authorized Source, pursuant to Section 1-02 (d) (2) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at Parks - Arsenal West, Purchasing & Accounting, 3rd Floor, 24 West 61st Street, New York, NY 10023, from March 6, 2009 to March 19, 2009, excluding Weekends and Holidays, from 9:00 A.M. to 5:00 P.M.

Anyone who wishes to speak at this public hearing should request to do so in writing. The written request must be received by Parks within 5 business days after publication of this notice. Written requests should be sent to Brett Meaney, Deputy Director of Contracts, 3rd Floor, 24 West 61st Street, New York, NY 10023, or [brett.meaney@parks.nyc.gov](mailto:brett.meaney@parks.nyc.gov). If Parks receives no written requests to speak within the prescribed time, Parks reserves the right not to conduct the public hearing. In such case, a notice will be published in The City Record canceling the public hearing.

m16-19

#### CANCELLATION OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that a Contract Public Hearing will be held on Thursday, March 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 City of New York Parks & Recreation (Parks) and City Parks Foundation, 830 5th Avenue, New York, NY 10021, to provide capacity building and evaluation of waterfront catalyst parks. The contract amount shall be \$200,000.00. The contract term shall be from April 1, 2008 to March 31, 2010. PIN#: 84609C000X10.

The proposed contractor has been selected by means of Required Authorized Source, pursuant to Section 1-02 (d) (2) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at Parks - Arsenal West, Purchasing & Accounting, 3rd Floor, 24 West 61st Street, New York, NY 10023, from March 6, 2009 to March 19, 2009, excluding Weekends and Holidays, from 9:00 A.M. to 5:00 P.M.

Anyone who wishes to speak at this public hearing should request to do so in writing. The written request must be received by Parks within 5 business days after publication of this notice. Written requests should be sent to Brett Meaney, Deputy Director of Contracts, 3rd Floor, 24 West 61st Street, New York, NY 10023, or [brett.meaney@parks.nyc.gov](mailto:brett.meaney@parks.nyc.gov). If Parks receives no written requests to speak within the prescribed time, Parks reserves the right not to conduct the public hearing. In such case, a notice will be published in The City Record canceling the public hearing.

m16-19

**AGENCY RULES**

**FINANCE**

■ NOTICE

**NOTICE OF OPPORTUNITY TO COMMENT ON PROPOSED AMENDMENT TO THE RULES RELATING TO PARKING VIOLATIONS**

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN THE Commissioner of Finance by sections 389 (b) and 1043 of the New York City Charter, section 237 of the Vehicle and Traffic Law and section 19-203 of the Administrative Code of the City of New York, and in accordance with section 1043 of the New York City Charter, that the New York City Department of Finance proposes to adopt the following proposed amendment to the Rules Relating to Parking Violations which is necessary to carry out the powers and duties delegated to the Commissioner of Finance by sections 19-201 of et seq. of the Administrative Code of the City of New York. This rulemaking proposal was not included in the regulatory agenda of the Department of Finance for fiscal year 2009 because the need for the amendment was not anticipated as of the required date for publication of the agenda.

Written comments regarding the proposed rule amendment may be sent to the office of Dara Jaffe, Assistant Commissioner for Legal Affairs, One Centre Street, Room 500, New York, New York, 10007 on or before April 20, 2009. Comments may be submitted electronically to [jaffeed@finance.nyc.gov](mailto:jaffeed@finance.nyc.gov), or to the NYC Rules website at [rules@finance.nyc.gov](http://rules@finance.nyc.gov). A hearing for public comment will be held on April 20, 2009 at 345 Adams Street, 3rd floor, Brooklyn, New York at 11:00 A.M. Persons seeking to testify are requested to notify Joan Best at (718) 403-3669 at least three business days prior to the date scheduled for the hearing. Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be provided at the hearing are asked to notify Joan Best at the foregoing number no later than two weeks prior to the hearing. Written comments and a summary of oral comments received at the hearing will be available for public review within a reasonable time after receipt at the office of Robert S. Dauman, Office of Legal Affairs, 345 Adams Street, 3rd floor, Brooklyn, New York 11201, between the hours of 9:00 A.M. and 5:00 P.M.

NOTE: New Matter is underlined; matter to be deleted is in [brackets]

Section 1. Paragraph (3) of subdivision (a) of section 39-09 of the Rules of the Commissioner of Finance Relating to Parking Violations (19 RCNY Chapter 39), requiring that a broker be represented by an attorney when doing business with the PVB, is repealed, and paragraphs (4) through (10) of such subdivision (a) are renumbered paragraphs (5) through (9).

**BASIS AND PURPOSE OF PROPOSED AMENDMENT**

This amendment repeals the provision of the Rules Relating to Parking Violations that requires that if a broker who is not an attorney represents a respondent at a parking violation hearing, the broker must be accompanied at the hearing by an attorney. The Department of Finance no longer believes that such a requirement is appropriate, as the rules of the City's Office of Administrative Trials and Hearings (OATH) permit non-attorney representatives at City administrative hearings. This approach is supported by case law that has held that representation at an administrative hearing by a non-attorney does not constitute an unlawful practice of law.

Martha E. Stark  
Commissioner of Finance

m17

**NOTICE OF OPPORTUNITY TO COMMENT ON PROPOSED AMENDMENT TO THE RULES RELATING TO FEES TO BE CHARGED BY THE COMMISSIONER OF FINANCE**

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN THE Commissioner of Finance by sections 389 (b) and 1043 of the New York City Charter, and in accordance with section 1043 of the New York City Charter, that the New York City Department of Finance proposes to adopt the following proposed amendment to the Rules Relating to Fees to Be Charged by the Commissioner of Finance, in Addition to Those Now Fixed by Statute, which is necessary to carry out the powers and duties delegated to the Commissioner of Finance by section 1504 of the New York

City Charter of the City of New York. This rulemaking proposal was not included in the regulatory agenda of the Department of Finance for fiscal year 2009 because the need for the amendment was not anticipated as of the required date for publication of the agenda.

Written comments regarding the proposed rule amendments may be sent to the office of Dara Jaffe, Assistant Commissioner for Legal Affairs, One Centre Street, Room 500, New York, New York, 10007 on or before April 20, 2009. Comments may be submitted electronically to [jaffeed@finance.nyc.gov](mailto:jaffeed@finance.nyc.gov), or to the NYC Rules website at [rules@finance.nyc.gov](http://rules@finance.nyc.gov). A hearing for public comment will be held on April 20, 2009 at 345 Adams Street, 3rd floor, Brooklyn, New York at 10:00 A.M. Persons seeking to testify are requested to notify Joan Best at (718) 403-3669 at least three business days prior to the date scheduled for the hearing. Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be provided at the hearing are asked to notify Joan Best at the foregoing number no later than two weeks prior to the hearing. Written comments and a summary of oral comments received at the hearing will be available for public review within a reasonable time after receipt at the office of Robert S. Dauman, Office of Legal Affairs, 345 Adams Street, 3rd floor, Brooklyn, New York 11201, between the hours of 9:00 A.M. and 5:00 P.M.

NOTE: New Matter is underlined; matter to be deleted is in [brackets]

Section 1. Subdivisions (c), (e), (g), (h), (i), (l), (m) and (n) of section 9-01 of the Rules Relating to Fees to Be Charged by the Commissioner of Finance, in Addition to Those Now Fixed by Statute (19 RCNY Chapter 9) are repealed, subdivision (d) of such section is amended and relettered as subdivision (c), subdivision (f) of such section is relettered as subdivision (d), a new subdivision (e) is added to such section, and subdivisions (j) and (k) of such section are relettered as subdivisions (f) and (g), to read as follows:

(c) [For preparing and issuing certified duplicate original of transfer of tax lien 10.00

(d) [For processing checks in payment of any tax, assessment, or charge returned unpaid by bank for any reason other than verified bank error [15.00] 20.00

[(e) For furnishing New York City Department of Buildings block and lot verification (per lot fee) 2.25

(f) [d] For preparing and furnishing certification of block and lot on a copy of a tax map (per lot fee) [4.50] 10.00

[(g) For preparing application for Form R.P. 602 for merger and/or apportionment (per lot fee) 4.50

(h) For processing new condominiums, condominium conversions, condominium amendments, and combination condominium/cooperative conversions resulting in a new tax map 6.00/tax lot unit (processing application) 43.00/mylar plate]

(e) For processing applications for tax lot mergers and/or apportionments, including processing new condominium/cooperative conversions, including issuance of new lot numbers 73.00/ tax lot

[(i) For preparing tentative tax lot number (Form R.P. 604 for apportionment and/or merger) (per lot fee) 2.25

(j) [f] For processing a request for a Letter Ruling and preparing and issuing a Letter Ruling based on a request received on or after November 6, 1989 (per ruling) 250.00

[(k) [g] For conducting a lienor search to identify interested parties prior to final judgement of foreclosure against a parcel, from any person who seeks to redeem such parcel or obtain a release of the City's interest following final judgement 35.00

[(l) For participation in the Tax Representatives and Practitioners Program (per participant) 55.00/(full day program) 20.00/(half day program) plus any additional expenses incurred by the Department of Finance for the provision of meals and refreshments and room rental

(m) For the provision of the Finance Quarterly Bulletin (per year) 150.00

(n) For participation in the Parking Representatives and Practitioners Program (per participant) 20.00]

Basis and Purpose of Proposed Amendment

This amendment revises the fees in the Rules Relating to Fees to Be Charged by the Commissioner of Finance, in Addition to Those Now Fixed by Statute, to repeal fees for some services no longer performed by the Department of Finance. The fee for processing checks in payment of any tax, assessment, or charge returned unpaid by bank for any reason other than verified bank error in the current rules is outdated and is revised in accordance with an amendment to General Obligations Law §5-328 that authorizes the City to increase this fee to \$20. In addition, several fees that were previously imposed separately for services relating to the merger or apportionment of tax lots have been consolidated into a single fee, which more accurately reflects the costs of processing applications for this service.

Martha E. Stark  
Commissioner of Finance

m17

**SPECIAL MATERIALS**

**CITY PLANNING**

■ NOTICE

**PROPOSED ANNUAL PERFORMANCE REPORT (APR) 2008 CONSOLIDATED PLAN PROGRAM YEAR COMMENT PERIOD - March 12 - March 26, 2009**

The Proposed 2008 Consolidated Plan Annual Performance Report (APR) Public Comment Period will be from March 12th to March 26th. This document describes the City's performance concerning the: statutory requirements of the Cranston-Gonzalez Housing Act's Comprehensive Housing Affordability Strategy, and the City's use of the four U.S. Department of Housing and Urban Development (HUD) Community Planning and Development formula entitlement programs: Community Development Block Grant (CDBG); HOME Investment Partnerships (HOME); Emergency Shelter Grant (ESG); and Housing Opportunities for Persons with AIDS (HOPWA). The APR reports on the accomplishments and commitment of these funds during the 2008 program year, January 1, 2008 to December 31, 2008. In addition, a One-Year update of the City's Affirmatively Furthering Fair Housing (AFFH) Statement is included.

As of March 12, 2009, copies of the Proposed APR can be obtained at the Department of City Planning Bookstore, 22 Reade Street, Manhattan, Monday - Friday; 10:00 A.M. - 4:00 P.M. In addition, copies of the Proposed APR will be available for review at the main public library in each of the five boroughs. Please call (212) 720-3337 for information on the closest library. Furthermore, an Adobe PDF version of the Proposed Annual Performance Report will be available for free downloading from the internet via Department of City Planning's website at: [www.nyc.gov/planning](http://www.nyc.gov/planning).

The public comment period ends close of business March 26, 2009. Written comments should be sent to: Charles V. Sorrentino, New York City Consolidated Plan Coordinator, Department of City Planning, 22 Reade Street, 4N, New York, N.Y. 10007.

m9-20

**COLLECTIVE BARGAINING**

■ NOTICE

**NOTICE OF AMENDED CERTIFICATION**

This notice is to acknowledge that the Board of Certification has issued a Decision and Order as follows:

DATE: March 9, 2009 DOCKET #: AC-45-09

DECISION NUMBER: 2 OCB2d 4 (BOC 2009)

EMPLOYER: New York City Health and Hospitals Corporation, 125 Worth Street, New York, NY 10013

CERTIFIED/RECOGNIZED BARGAINING REPRESENTATIVE: City Employees Union, Local 237, International Brotherhood of Teamsters, 216 West 14th Street, New York, NY 10011

AMENDMENT: Certification No. 62C-75 has been amended to delete the following titles/code:

Deleted: Senior Public Health Educator (Title Code Nos. 511350, 51135)

m17

**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: AUDIO VISUAL AIDE TECHNICIANS  
TERM: OCTOBER 15, 2008 TO OCTOBER 14, 2010

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 Motion Picture Machine Operators, Local 306, IATSE 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 19 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 09008	DATE: FEB 19 2009

Audio-Visual Aide Technicians, et al. 2008-2010 Agreement

TABLE OF CONTENTS

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION
ARTICLE II - DUES CHECKOFF
ARTICLE III - SALARIES
ARTICLE IV - WELFARE FUND
ARTICLE V - PRODUCTIVITY AND PERFORMANCE
ARTICLE VI - GRIEVANCE PROCEDURE
ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES
ARTICLE VIII - NO STRIKES
ARTICLE IX - CITYWIDE ISSUES
ARTICLE X - UNION ACTIVITY
ARTICLE XI - LABORMANAGEMENT COMMITTEE
ARTICLE XII - FINANCIAL EMERGENCY ACT
ARTICLE XIII - APPENDICES
ARTICLE XIV - SAVINGS CLAUSE
ARTICLE XV - CONTRACTING OUT

Audio-Visual Aide Technicians, et al. 2008-2010 Agreement

AGREEMENT entered into this 19th day of February, 2009, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as "the Employer"), and Local 306, IATSE, AFL-CIO (hereinafter referred to as "the Union"), for the twenty-four month period from October 15, 2008 to October 14, 2010.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the 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):

Table with 2 columns: Title and Description. Includes Audio-Visual Aide Technician, Motion Picture Operator, Senior Audio-Visual Aide Technician, Video Project Director, Assistant Media Services Technician, Media Services Technician.

\* For present incumbents only

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

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

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

Section 2.

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

ARTICLE III - SALARIES

Section 1.

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

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995 - 2001 Citywide Agreement, an Employee who works on a full-time, per-diem

basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

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

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

Hourly Rate - 35 hour week basis: 1/1827 of the appropriate minimum basic salary

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

Section 2.

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

a. Effective October 15, 2008

Table with 4 columns: TITLE, (i) Hiring Rate (1)\* MINIMUM, (i) Incumbent Rate (2)\* MINIMUM, (ii) MAXIMUM. Lists titles like Asst. Media Services Tech., Audio Visual Aide Tech., Media Services Tech., Motion Picture Operator, Senior Audio Visual Aide Tech., Video Project Director.

b. Effective October 15, 2009

Table with 4 columns: TITLE, (i) Hiring Rate (1)\* MINIMUM, (i) Incumbent Rate (2)\* MINIMUM, (ii) MAXIMUM. Lists titles like Asst. Media Services Tech., Audio Visual Aide Tech., Media Services Tech., Motion Picture Operator, Senior Audio Visual Aide Tech., Video Project Director.

NOTE:

\* Employees hired on or after 10/15/08 and 10/15/09 shall be paid the hiring rate effective 10/15/08 and 10/15/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement.

\*\* For present incumbents only

Section 3. General Wage Increase

A. General Wage Increase

The general increase, effective as indicated, shall be:

- i. Effective October 15, 2008, employees shall receive a general increase of 4 percent.
ii. Effective October 15, 2009, employees shall receive a general increase of 4 percent.
iii. Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Sections 3(a)(i) and 3 (a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.

C. The increase provided for in section 3(a) shall be calculated as follows:

- i. The general increase in Section 3(a)(i) shall be based upon the base rates (which

shall only include salary or incremental salary schedules) of the applicable titles in effect on October 14, 2008.

- ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (which shall only include salary or incremental salary schedules) of the applicable titles in effect on October 14, 2009.

D. i. The general increase provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the "minimum hiring rates", "minimum incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.

- ii. The general increase provided for in this Section 3 shall not be applied to the following "additions to gross:" assignment differentials, service increments advancement increases, assignment (level) increases, and experience differentials.

Section 4. New Hires

a. The following provisions shall apply to Employees newly hired on or after October 15, 2008:

i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment as set forth in this Agreement. The general increases provided for in subsection 3a(i) and 3(a)(ii) shall be applied to the "appointment rate."

ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this Agreement.

b. For the purposes of Section 4(a) and 4(c), employees 1) who were in active pay status before October 15, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsection 2(a)(i)(2) and 2(b)(i)(2) of this Article III:

- i. Employees who return to active status from an approved leave of absence.
ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
vii. A provisional employee who is appointed directly from one provisional appointment to another.

For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

c. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service.

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

d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4(a).

Section 5.

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

Section 6.

In the case of an employee on leave of absence without pay the salary rate of such employee shall be changed to reflect



the salary adjustments specified in Article III.

#### Section 7. Advancement Increase

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with Title 59, Appendix A of the Rules of the City of New York (City Personnel Director Rules) or, where the City Personnel Director Rules are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

Title	Effective 10/15/08
Senior Audio Visual Aide Technician	\$1,021

#### Section 8. Longevity Increment

- a. Effective **October 15, 2008**, Employees with 5 years or more of "City" service in pay status who are not already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a longevity increment of **\$700** per annum.
- b. Effective **October 15, 2008**, Employees with 10 years or more of "City" service in pay status who are not already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a total longevity increment of **\$1,600**.
- c. Effective **October 15, 2008**, Employees with 15 years or more of "City" service in pay status who are not already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a total longevity increment of **\$2,984**.
- d. The rules for eligibility for applicability of the longevity increment described above in subsections a. and b. above shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.
- e. The provisions of Article III, Section 3(a)(i) and 3(b)(i) of this Agreement shall not apply to the longevity differentials set forth in this Section.

### ARTICLE IV - WELFARE FUND

#### Section 1.

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

#### Section 2.

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

#### Section 3.

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

### ARTICLE V - PRODUCTIVITY AND PERFORMANCE

#### Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to

be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

#### Section 1. Performance Levels

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

#### Section 2. Supervisory Responsibility

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

#### Section 3. Performance Compensation

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

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

### ARTICLE VI - GRIEVANCE PROCEDURE

#### Section 1. Definition

The term "Grievance" shall mean:

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

#### Section 2.

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

Employees may at any time informally discuss with their supervisors a matter, which may become a grievance. If the

results of such a discussion are unsatisfactory, the employees may present the grievance at **STEP I**.

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

**STEP I** The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose, except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

*The following STEP I(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 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. The person designated to receive the appeal at this **STEP** shall meet with the employee and/or the Union for review of the grievance and shall issue a determination to the employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

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

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

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

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Title 61 of the Rules of the City of New York. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

#### Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an

open-competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

#### **Section 4.**

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

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

#### **Section 5.**

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

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

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

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

**STEP B(ii)** If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension

without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip **STEP C** of this Section and proceed directly to **STEP D**.

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

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

#### **Section 6.**

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

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

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

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

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

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

#### **Section 7.**

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

#### **Section 8.**

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

#### **Section 9.**

If the Employer exceeds any time limit prescribed at any step

in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under **STEP IV**.

#### **Section 10.**

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

#### **Section 11.**

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 12.**

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

#### **Section 13.**

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 14. 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 14 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

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

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default

judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.

- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

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

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

**ARTICLE VIII - NO STRIKES**

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

**ARTICLE IX - CITYWIDE ISSUES**

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

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

**ARTICLE X - UNION ACTIVITY**

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

**ARTICLE XI - LABOR-MANAGEMENT COMMITTEE**  
**Section 1.**

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty (50) employees covered by this Agreement.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**ARTICLE XII - FINANCIAL EMERGENCY ACT**

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

**ARTICLE XIII - APPENDICES**

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

**ARTICLE XIV - SAVINGS CLAUSE**

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

**ARTICLE XV - CONTRACTING OUT**

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

WHEREFORE, we have hereunto set our hands and seals this 19th day of February, 2009.

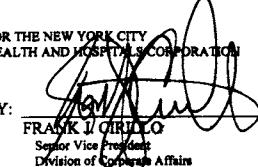
FOR THE CITY OF NEW YORK AND RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN:

BY:   
JAMES F. HANLEY  
Commissioner of Labor Relations

FOR MOTION PICTURE MACHINE OPERATORS, LOCAL 306, IATSE, AFL-CIO

BY:   
BARRY GARFMAN  
Business Representative

FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

BY:   
FRANK J. CIRIGLIANO  
Senior Vice President  
Division of Corporate Affairs

APPROVED AS TO FORM:

BY:   
PAUL T. REPHEN  
Acting Corporation Counsel

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO:	DATE:
09006	FEB 19 2009

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

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

UNIT: AUDIO-VISUAL AIDE TECHNICIANS

TERM: October 15, 2008 to October 14, 2010

**Appendix A**

**Longevity Increment Eligibility Rules**

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 8, of the 2008-2010 *Audio-Visual Aide Technicians, et al.* Agreement:

1. Only service in pay status shall be used to calculate the 5/10/15 years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the 5/10/15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 5/10/15 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 5/10/15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 5/10/15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
  - a. Time on a leave approved by the proper authority which is consistent with the **Rules and Regulations of the New York City Personnel Director** or the appropriate personnel authority of a covered organization.
  - b. Time prior to a reinstatement.
  - c. Time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
  - d. Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 5/10/15 years of service.

4. Once an employee has completed the 5/10/15 years of "City" service in pay status and is eligible to receive the respective longevity increment, the respective longevity increment shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
5. The respective longevity increment shall not become pensionable until fifteen (15) months after

the employee becomes eligible to receive such payment. Fifteen (15) months after the Employee begins to receive the longevity increment, such longevity increment shall become pensionable and as part of the Employee's base rate, the longevity increment shall be subject to the general increases provided in Article III, Section (a) of this Agreement.



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**

January 9, 2009

Mr. Barry Garfman  
Business Representative  
International Alliance of the Theatrical Stage Employees  
545 West 45th St., 2nd Floor  
New York, NY 10036

**Re: 2008-2010 Local 306 IATSE Agreement**

Dear Mr. Garfman:


This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

For the purposes of Article III Section 4(b)(1), "approved leave of absence" is further defined to include:

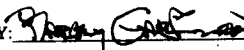
- a. maternity/childcare leave
- b. military leave
- c. unpaid time while on jury duty
- d. unpaid leave for union business pursuant to Executive Order 75
- e. unpaid leave pending workers' compensation determination
- f. unpaid leave while on workers' compensation option 2
- g. approved unpaid time off due to illness or exhaustion of paid sick leave
- h. approved unpaid time off due to family illness
- i. other pre-approved leaves without pay

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

Very truly yours,

  
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF  
Local 306 IATSE

BY:   
BARRY GARFMAN  
Business Representative



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

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

**Appendix C**

January 9, 2009

Mr. Barry Garfman  
Business Representative  
International Alliance of the Theatrical Stage Employees  
545 West 45th St., 2nd Floor  
New York, NY 10036

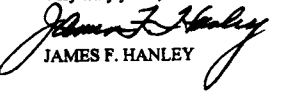
**Re: 2008-2010 Local 306 IATSE Agreement - ACF Payment**

Dear Mr. Garfman:

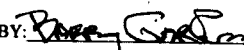
This is to confirm the understanding of the parties that effective on October 14, 2010 the bargaining unit shall have available funds not to exceed 0.10% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

If this conforms to your understanding, please counter sign below.

Very truly yours,

  
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF  
Local 306 IATSE

BY:   
BARRY GARFMAN  
Business Representative



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

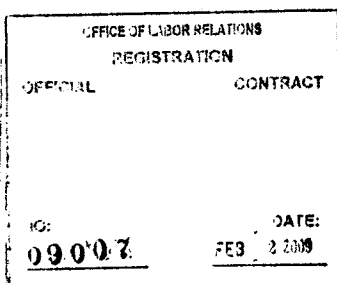
JAMES F. HANLEY  
 Commissioner  
 MARGARET M. CONNOR  
 First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
 FROM: JAMES F. HANLEY, COMMISSIONER  
 SUBJECT: EXECUTED CONTRACT: ELECTRICAL INSPECTORS  
 TERM: MARCH 31, 2008 TO MARCH 30, 2010

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 Local Union No. 3, International Brotherhood of Electrical Workers, 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 2 2009



**Electrical Inspectors et al.  
 2008-2010 Agreement**

**TABLE OF CONTENTS**

- ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION
- ARTICLE II - DUES CHECKOFF
- ARTICLE III - SALARIES
- ARTICLE IV - WELFARE FUND
- ARTICLE V - PRODUCTIVITY AND PERFORMANCE
- ARTICLE VI - GRIEVANCE PROCEDURE
- ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES
- ARTICLE VIII - NO STRIKES
- ARTICLE IX - CITYWIDE ISSUES
- ARTICLE X - UNION ACTIVITY
- ARTICLE XI - LABOR-MANAGEMENT COMMITTEE
- ARTICLE XII - FINANCIAL EMERGENCY ACT
- ARTICLE XIII - APPENDICES
- ARTICLE XIV - SAVINGS CLAUSE
- ARTICLE XV - CONTRACTING-OUT CLAUSE

**Electrical Inspectors et al.  
 2008-2010 Agreement**

**AGREEMENT** entered into this 2nd day of February, 2009 by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and **Local Union No. 3, I.B.E.W., AFL-CIO** (hereinafter referred to as the "Union"), for the twenty-four month period from **March 31, 2008 to March 30, 2010**.

**WITNESSETH:**

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

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

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

**Section 1.**

The Employer recognizes the Union as the 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):

35004	Apprentice Inspector (Electrical)
31623	Inspector (Electrical)
31643	Associate Inspector (Electrical)
32960	Principal Electrical Inspector <sup>1</sup>
34315	Inspector of Fire Alarm Boxes
34335	Senior Inspector of Fire Alarm Boxes

<sup>1</sup>For present incumbents only

**Section 2.**

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

**ARTICLE II - DUES CHECKOFF**

**Section 1.**

a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive

Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

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

**Section 2.**

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

**ARTICLE III - SALARIES**

**Section 1.**

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

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours except that the normal work week for employees in the titles Inspector of Fire Alarm Boxes and Senior Inspector of Fire Alarm Boxes which is 40 hours. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

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

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

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

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

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

**Section 2**

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

**a. Effective March 31, 2008**

TITLE	(i) Minimum Hiring Rate***	(ii) Incumbent Rate	Maximum
Apprentice Inspector (Elect.) Minimum	\$23,833	\$27,408	
After 1 year	\$25,815	\$29,687	
After 2 years		\$32,204	
After 3 years		\$34,832	
After 4 years		\$37,459	
Associate Inspector (Electrical)***			
Level I	\$45,269	\$52,059	\$63,950(D)
Level II	\$50,382	\$57,939	\$70,325
Inspector (Electrical)***	\$40,889	\$47,022	\$57,506(D)
Inspector of Fire Alarm Boxes	\$32,008	\$36,809	\$46,153
Principal Electrical Inspector*	\$50,159	\$57,683	\$71,211
Senior Inspector of Fire Alarm Boxes	\$36,124	\$41,543	\$51,998

**NOTE:**

\* For present incumbents only.

\*\* Employees hired on or after 2/1/06 shall be paid the hiring rate effective 3/31/08. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid no less than the indicated incumbent rate for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. In no case shall an employee receive less than the stated hiring rate.

\*\*\* Each appointment to this position above the March 31, 2008 minimum will be handled on a case by case basis.

(D) Assignment Differential pursuant to Article III, section 9.

**D) Rates for Dept. of Buildings employees based upon 40 hr. week.**

TITLE	(i)	(ii)	Maximum
	Minimum Hiring Rate**	Incumbent Rate	
Apprentice Inspector (Elect.) Minimum	\$27,243	\$31,329	
After 1 year	\$29,503	\$33,928	
After 2 years		\$36,805	
After 3 years		\$39,807	
After 4 years		\$42,811	

Associate Inspector (Electrical)***			
Level I	\$51,737	\$59,497	\$71,633(D)
Level II	\$57,583	\$66,220	\$78,773

Inspector (Electrical)***	\$46,730	\$53,739	\$64,414(D)
---------------------------	----------	----------	-------------

Principal Electrical Inspector*	\$57,323	\$65,922	\$79,766
---------------------------------	----------	----------	----------

**NOTE:**

\* For present incumbents only.

\*\* See Article III, section 4.

\*\*\* (D) Each appointment to this position above the March 31, 2008 minimum will be handled on a case by case basis.

(D) Assignment Differential pursuant to Article III, section 9.

**b. Effective March 31, 2009**

TITLE	(i)	(ii)	Maximum
	Minimum Hiring Rate***	Incumbent Rate	
Apprentice Inspector (Elect.) Minimum	\$24,786	\$28,504	
After 1 year	\$26,847	\$30,874	
After 2 years		\$33,492	
After 3 years		\$36,225	
After 4 years		\$38,957	

Associate Inspector (Electrical)***			
Level I	\$47,079	\$54,141	\$66,508(D)
Level II	\$52,397	\$60,257	\$73,138
Inspector (Electrical)***	\$42,524	\$48,903	\$59,806(D)

Inspector of Fire Alarm Boxes	\$33,288	\$38,281	\$47,999
Principal Electrical Inspector*	\$52,165	\$59,990	\$74,059

Senior Inspector of Fire Alarm Boxes	\$37,570	\$43,205	\$54,078
--------------------------------------	----------	----------	----------

**NOTE:**

\* For present incumbents only.

\*\* Employees hired on or after 2/1/06 shall be paid the hiring rate effective 3/31/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid no less than the indicated incumbent rate for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. In no case shall an employee receive less than the stated hiring rate.

\*\*\* Each appointment to this position above the March 31, 2009 minimum will be handled on a case by case basis.

(D) Assignment Differential pursuant to Article III, section 9.

**D) Rates for Dept. of Buildings employees based upon 40 hr. week.**

TITLE	(i)	(ii)	Maximum
	Minimum Hiring Rate**	Incumbent Rate	
Apprentice Inspector (Elect.) Minimum	\$28,332	\$32,582	
After 1 year	\$30,683	\$35,285	
After 2 years		\$38,277	
After 3 years		\$41,399	
After 4 years		\$44,523	

Associate Inspector (Electrical)***			
Level I	\$53,806	\$61,877	\$74,498(D)
Level II	\$59,886	\$68,869	\$81,924

Inspector (Electrical)***	\$48,599	\$55,889	\$66,991(D)
---------------------------	----------	----------	-------------

Principal Electrical Inspector*	\$59,617	\$68,559	\$82,957
---------------------------------	----------	----------	----------

**NOTE:**

\* For present incumbents only.

\*\* See Article III, section 4.

\*\*\* (D) Each appointment to this position above the March 31, 2009 minimum will be handled on a case by case basis.

(D) Assignment Differential pursuant to Article III, section 9.

**Section 3. General Wage Increase:**

- a. The general increases effective as indicated, shall be
  - i. Effective March 31, 2008, employees shall receive a general increase of 4 percent.
  - ii. Effective March 31, 2009, employees shall receive a general increase of 4 percent.
  - iii. Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Sections 3(a)(i) and 3(a)(ii) on the basis of computations heretofore

utilized by the parties for all such Employees.

- b.** The increases provided for in Section 3(a) above shall be calculated as follows:
- i.** The general increase in Section 3(a)(i) shall be based upon the base rates (which shall only include salary or incremental salary schedules) of the applicable titles in effect on March 30, 2008.
- ii.** The general increase in Section 3(a)(ii) shall be based upon the base rates (which shall only include salary or incremental salary schedules) of the applicable titles in effect on March 30, 2009.
- c. i.** The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles.
- ii.** The general increases provided for in this Section 3 shall not be applied to "additions to gross," such as, including but not limited to, uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

#### Section 4. New Hires

- a.** The following provisions shall apply to Employees newly hired on or after February 1, 2006:
- i.** During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment as set forth in this Agreement. The general increases provided for in subsections 3(a)(i) and 3(a)(ii) shall be applied to the "appointment rate."
- ii.** Upon completion of two (2) years of service such employees shall be paid no less than indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this Agreement.
- b.** For the purposes of Section 4(a) and 4(c), employees 1) who were in active pay status before February 1, 2006, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive no less than the indicated minimum "incumbent rate" set forth in subsections 2(a)(ii) or 2(a)(I)(ii) and 2(b)(ii) or 2 (b)(I)(ii) of this Article III:
- i.** Employees who return to active status from an approved leave of absence.
- ii.** Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
- iii.** Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
- iv.** Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
- v.** Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
- vi.** Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
- vii.** A provisional employee who is appointed directly from one provisional appointment to another.

For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

- c. i.** For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service.
- ii.** Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d.** The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4(a).

#### Section 5.

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

the general increase, if any, for the title formerly occupied, effective on the date indicated shall be applied.

#### Section 6.

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

#### Section 7.

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance Title 59, Appendix A of the Rules and Regulations of the City of New York (City Personal Director Rules) or where Title 59, Appendix A is inapplicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

#### ADVANCEMENT INCREASES

Title	Effective 3/31/08
Associate Inspector (Electrical)	\$1,085
Senior Inspector of Fire Alarm Boxes	\$957

#### Section 8. - Assignment Level Increase

An employee assigned to Associate Inspector (Electrical) Assignment Level II, shall receive as of the effective date of such assignment, either the appointment rate for the assigned level or the rate received in the former level plus the following amount whichever is greater:

Effective	3/31/08
	\$1,215

#### Section 9. - Assignment Differential

- a.** The symbol (*D*) appearing after a maximum salary signifies that such maximum salary may be extended to include an assignment differential to be paid in accordance with the provisions of this contract during the period for which any such differential is provided. The payment of such differential shall continue only during the period of such assignment. The payment of such differential and any specified assignment on which it may be based shall not be construed as an advancement to any higher title, and any such assignment is revocable at any time. In the event that an affected employee is removed from such assignment the assignment differential shall be discontinued.

Effective	3/31/08
	\$1,517

#### Section 10. -Service Increment

- a.** Effective March 31, 2008, employees with 5 years or more of service in any title covered by this agreement shall receive a service increment in the pro-rata annual amount of \$315. Eligible employees shall begin to receive such pro-rata payment on their anniversary date.
- b.** Effective March 31, 2008, employees with ten (10) years or more of service in any title covered by this Agreement shall receive a service increment in the pro-rata annual amount of \$1,841. Eligible employees shall begin to receive such pro-rata payment on their anniversary date.

#### Section 11. - Uniform Allowance

Electrical Inspectors employed by the Department of Buildings shall receive a pro-rated annual uniform allowance as indicated below:

**Effective 3/31/08:** \$100 per annum

### ARTICLE IV - WELFARE FUND

#### Section 1.

- a.** In accordance with the election by the Union pursuant to the provisions of Article XIII of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or its successor Agreement(s), the Welfare Fund provisions of that Citywide Agreement as amended or any successor(s) thereto shall apply to employees covered by this Agreement.
- b.** When an election is made by the Union to the provisions of Article XIII, Section 1(b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the title amount that the Union would have been entitled to receive if the separate contributions had continued.

#### Section 2.

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

#### Section 3.

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

### ARTICLE V - PRODUCTIVITY AND PERFORMANCE

#### Introduction

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

#### Section 1. Performance Levels

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

#### Section 2. Supervisory Responsibility

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

#### Section 3. Performance Compensation

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

### ARTICLE VI - GRIEVANCE PROCEDURE

#### Section 1. - Definition:

The term "Grievance" shall mean:

- a.** A dispute concerning the application or interpretation of the terms of this Agreement;
- b.** A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Rules and Regulations of the New York City Personnel Director or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c.** A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d.** A claimed improper holding of an open-competitive rather than a promotional examination;
- e.** A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of 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 employee covered by the Rules and Regulations of the Health and Hospitals

Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.

- g.** A claimed wrongful disciplinary action taken against a provisional employee who has served continuously for two years in the same or similar title or related occupational group in the same agency.

### Section 2.

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

Employees may at any time informally discuss with their supervisors a matter, which may become a grievance. If the results of such a discussion are unsatisfactory, the employees may present the grievance at Step 1.

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 1** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work.

**Step 1** - The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance. The employee may also request an appointment to discuss the grievance and such and shall issue a determination in writing by the end of the third work day following the date of submission.

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

**STEP 1(a)** An appeal from an unsatisfactory determination at **Step 1** shall be presented in writing to the person designated by the agency head for such purpose. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance.

**STEP II-** An appeal from an unsatisfactory determination at **STEP 1** or **STEP 1(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 1**. The appeal must be made within five (5) work days of the receipt of the **STEP 1** or **STEP 1(a)** determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

**STEP III-** An appeal from an unsatisfactory determination at **STEP II** shall be presented by the employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the **STEP II** determination. The grievant or the Union should submit copies of the **STEP 1** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from **STEP II** determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

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

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

### Section 3.

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

### Section 4.

**a.** Any grievance under Section 1(d) relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of

Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

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

### Section 5

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

**STEP A** - Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP 1** of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

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

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

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

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

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

### Section 6.

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

Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

### Section 7.

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 8.

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 9.

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

### Section 10.

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

### Section 11.

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 12.

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

### Section 13.

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 14. Expedited Arbitration Procedure

- 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.
- 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.
- The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases where in 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:

- The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.
- The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) raise any objections thereto.
- If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of

Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

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

II. CONDUCT OF HEARINGS:

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

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE VIII - NO STRIKES

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

ARTICLE IX - CITYWIDE ISSUES

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

ARTICLE X - UNION ACTIVITY

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

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE Section 1.

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

Section 2.

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

Section 3.

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head

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

Section 4.

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

ARTICLE XII - FINANCIAL EMERGENCY ACT

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

ARTICLE XIII - APPENDICES

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

ARTICLE XIV - SAVINGS CLAUSE

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

ARTICLE XV - CONTRACTING-OUT CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 2nd day of February, 2009.

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

FOR LOCAL UNION NO. 3 I.B.E.W., AFL-CIO

BY: James F. Hanley JAMES F. HANLEY Commissioner of Labor Relations

BY: Joseph R. Vicari JOSEPH R. VICARI Business Representative

APPROVED AS TO FORM:

BY: Paul T. Rephen PAUL T. REPHEN Acting Corporation Counsel

OFFICE OF LABOR RELATIONS REGISTRATION CONTRACT stamp with date FEB 2 2009 and number 09007

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE:

UNIT: ELECTRICAL INSPECTORS ET AL.

TERM: March 31, 2008 to March 30, 2010



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

December 18, 2008

Mr. Joseph Vicari Business Representative International Brotherhood of Electrical Workers - Local 3 158-11 Harry Van Arsdale Ave., Room 402 Flushing, NY 11365

Re: Electrical Inspector, et al. 2008-2010 Agreement

Dear Mr. Vicari:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

For the purposes of Article III Section 4(b)(i), "approved leave of absence" is defined to include:

- a. maternity/childcare leave
b. military leave
c. unpaid time while on jury duty
d. unpaid leave for union business pursuant to Executive Order 75
e. unpaid leave pending workers' compensation determination

- f. unpaid leave while on workers' compensation option 2
g. approved unpaid time off due to illness or exhaustion of paid sick leave
h. approved unpaid time off due to family illness
i. other pre-approved leaves without pay

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

Very truly yours,

James F. Hanley JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF Local 3

BY: Joseph Vicari JOSEPH VICARI Business Representative



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

December 18, 2008

Mr. Joseph Vicari Business Representative International Brotherhood of Electrical Workers - Local 3 158-11 Harry Van Arsdale Ave., Room 402 Flushing, NY 11365

Re: Electrical Inspector, et al. 2008-2010 Agreement - ACF

Dear Mr. Vicari:

This is to confirm the understanding of the parties that effective on March 30, 2010 the bargaining unit shall have available funds not to exceed 0.10% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

If this conforms to your understanding, please counter sign below.

Very truly yours,

James F. Hanley JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF Local 3

BY: Joseph Vicari JOSEPH VICARI Business Representative

LANDMARKS PRESERVATION COMMISSION

NOTICE

ADVISORY REPORT

Table with columns: ISSUE DATE (02/27/09), DOCKET # (097096), SRA # (SRA 09-7721), ADDRESS (1 CENTRE STREET-15TH FL), BOROUGH (MANHATTAN), BLOCK/LOT (121 / 1)

To the Mayor, the Council, and the Commissioner, NYC Dept. of Citywide Administrative Services.

This report is issued pursuant to Section 25-318 of the Administrative Code of the City of New York, which requires a report from the Landmarks Preservation Commission for plans for the construction, reconstruction, alteration, or demolition of any improvement or proposed improvement which is owned by the City or is to be constructed upon property owned by the City and is or is to be located on a landmark site or in a historic district or which contains an interior landmark.

The Landmarks Preservation Commission has reviewed a proposal for interior alterations at the fifteenth floor, including changes to mechanical systems; as shown in drawings A-1 dated December 4, 2008, prepared by Joseph Wagner, P.E., and drawings M0.0, M1.1, M2.1, M2.2, M3.1, M4.1, M5.1 through M5.3, and M6.1 dated February 17, 2009, prepared by Dilip De, P.E.

The Commission has reviewed the application and these drawings and finds that the work will have no effect on significant protected features of the building.

This report is issued on the basis of the building and site conditions described in the application and disclosed during the review process. By accepting this permit, the applicant agrees to notify the Commission if the actual building or site conditions vary or if original or historic building fabric is discovered. The Commission reserves the right to amend or revoke this permit, upon written notice to the applicant, in the event that the actual building or site conditions are materially different from those described in the application or disclosed during the review process.

All approved drawings are marked approved by the Commission with a perforated seal indicating the date of approval. The work is limited to what is contained in the perforated documents. Other work or amendments to this filing must be reviewed and approved separately. This report constitutes the permit; a copy must be prominently displayed at the site while work is in progress. Please direct inquiries to Carly Bond.

Robert B. Tierney Robert B. Tierney Chair

## READER'S GUIDE

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

### NOTICE TO ALL NEW YORK CITY CONTRACTORS

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

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

### CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION RELATED SERVICES

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

### VENDOR ENROLLMENT APPLICATION

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

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

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

### Attention Existing Suppliers:

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

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

### SELLING TO GOVERNMENT TRAINING WORKSHOP

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

### PRE-QUALIFIED LIST

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

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

### NON-MAYORAL ENTITIES

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

### PUBLIC ACCESS CENTER

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

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

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

### PROMPT PAYMENT

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

### PROCUREMENT POLICY BOARD RULES

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

### COMMON ABBREVIATIONS USED IN THE CR

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

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

### KEY TO METHODS OF SOURCE SELECTION

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

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

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

### HOW TO READ CR PROCUREMENT NOTICES

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

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

## SAMPLE NOTICE:

### POLICE

#### DEPARTMENT OF YOUTH SERVICES

#### ■ SOLICITATIONS

*Services (Other Than Human Services)*

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

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

☛ m27-30

ITEM	EXPLANATION
POLICE DEPARTMENT	Name of contracting agency
DEPARTMENT OF YOUTH SERVICES	Name of contracting division
■ SOLICITATIONS	Type of Procurement action
<i>Services (Other Than Human Services)</i>	Category of procurement
BUS SERVICES FOR CITY YOUTH PROGRAM	Short Title
CSB	Method of source selection
PIN # 056020000293	Procurement identification number
DUE 04-21-03 AT 11:00 am	Bid submission due 4-21-03 by 11:00 am; bid opening date/time is the same.
<i>Use the following address unless otherwise specified in notice, to secure, examine-submit bid/proposal documents; etc.</i>	Paragraph at the end of Agency Division listing giving contact information, or submit bid/information 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.