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THE CITY RECORD

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

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

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 183rd 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 183rd 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 99th 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 SCK
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 SCK
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 14th Street
** #Small sidewalk cafes# are not allowed on 86th 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:

(a)

District	Minimum Required #Open Space Ratio#	Maximum #Floor Area Ratio#
R1 <u> R2</u> *	150.0	0.50

* R1-2A, R2A and R2X are subject to the provisions of paragraph (b).

(b)

District	Maximum #Lot Coverage# (in percent)	Minimum Required #Open Space# (in percent)	Maximum #Floor Area Ratio#
<u>R1-2A</u>	30	70	.50
R2A	30	70	.50
R2X	governed by #yard# requirements		85
R3-1 R3-2	35	65	.50
R3A R3X	governed by #yard# requirements		.50
R4	45	55	.75
R4A R4-1	governed by #yard# requirements		.75
R4B	55	45	.90
R5	55	45	1.25
R5A	governed by #yard# requirements		1.10
R5B	55	45	1.35
R5D	60*	40*	2.00

* 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
(a) 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.

Front Yard	District
20 feet	R1
<u>20 feet*</u>	<u>R1-2A</u>
15 feet	R2 R2X R3-1 R3-2
15 feet*	R2A
10 feet*	R3A R3X R4-1 R4A R5A
10 feet**	R4 R5
5 feet*	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:

21 feet	R2A R2X R3 R4A
25 feet	<u>R1-2A</u> R4 R4-1 R5A
26 feet*	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	Lead Agency
CEQR No. 08DCP071X	City Planning Commission
ULURP Nos. C 090303 ZMX,	22 Reade Street, 1W
N 090302 ZRX, C 090166 MMX	New York, NY 10007
SEQRA Classification: Type I	

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

The City Planning Commission, acting as lead agency, issued a Notice of Completion on 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.

m16-18

COMPTROLLER

■ NOTICE

The City of New York's Audit Committee meeting is scheduled for Wednesday, March 25, 2009 from 9:30 A.M. to 12:00 Noon at 1 Centre Street in Room 530. Meeting is open to the general public.

m18

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.

m16-20

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

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 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 curblin of Fillmore Place and the western curblin of Roebling Street, continuing southerly across the roadbed of Fillmore Place and along the western curblin of Roebling Street to a point formed by its intersection with a line extending easterly from the southern property line of 168 Roebling Street, westerly along said line and the southern property line of 168 Roebling 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 curblin of Driggs Avenue, northerly along said curblin to a point formed by its intersection with a line extending easterly from the northern curblin of North 1st Street, westerly across the roadbed of Driggs Avenue and along the northern curblin 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 curblin of Driggs Avenue, southerly along said curblin 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 to the northern curblin of Fillmore Place, easterly along said curblin 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 curblin 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 curblin of Ocean Avenue, and southerly along the eastern curblin 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 curblin of West 156th Street and the western curblin of Broadway, extending northerly across West 156th Street and continuing northwesterly along the southwestern curblin of Edward M. Morgan Place to its intersection with the southeastern curblin of Riverside Drive, continuing northeasterly across Edward M. Morgan Place to the intersection of the northeastern curblin of Edward M. Morgan Place with the southern curblin of West 158th Street, easterly along the southern curblin 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 curblin of West 158th Street, westerly across Riverside Drive and along said curblin 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 curblin of Riverside Drive West, southeasterly and easterly along said curblin, continuing easterly along the southern curblin of Riverside Drive, easterly across Riverside Drive to the eastern curblin of Riverside Drive, southerly along said curblin to its intersection with the northern curblin of West 155th Street, easterly along said curblin 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 curblin of West 156th Street, easterly along said curblin to the point of the beginning.

m10-23

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

HOUSING PRESERVATION & DEVELOPMENT**NOTICE**

Pursuant to Article 15 of the General Municipal Law ("GML") and Section 1804 of the Charter, notice is hereby given that the Department of Housing Preservation and Development ("HPD") of the City of New York ("City") has proposed the acquisition of certain real property in the Fresh Creek Urban Renewal Area ("Area") through condemnation proceedings.

The Area consists of certain property located in the Borough of Brooklyn, City and State of New York, and generally bounded by Flatlands Avenue on the north, Fountain Avenue on the east, Shore Parkway on the south, and Schenck Avenue on the west. The Third Amended Fresh Creek Urban Renewal Plan ("Plan") for the redevelopment of the Area provides for the acquisition of certain real property in the Area known as Sites 12a, 12c, and 12e in the Area and as:

Block 4452	Lot p/o 400
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on the Tax Map of the City, together with the beds of any streets in the Area ("Acquisition Parcels"). The acquisition of the Acquisition Parcels by the City is necessary to carry out a program of renewal in the Area, as is more particularly described in the Plan.

The Plan is available for public examination at the office of HPD, 100 Gold Street, Room 5-A4, New York, New York during its regular hours on weekdays from 9:00 A.M. to 5:00 P.M.

PLEASE TAKE NOTICE that a public hearing will be held on April 22, 2009 at Second Floor Conference Room, 22 Reade Street, Manhattan, at 10:00 A.M., or as soon thereafter as the matter may be reached on the calendar, at which time and place those wishing to be heard will be given an opportunity to be heard concerning the proposed acquisition of the Acquisition Parcels pursuant to Section 506 of the GML and Section 1804 of the Charter.

Individuals requesting sign language interpreters should contact the Mayor's Office of Contract Services, Public Hearings Unit, 253 Broadway, Room 915, New York, New York 10007, (212) 788-7490, no later than seven (7) business days prior to the public hearing. TDD users should call Verizon relay services.

m18

Pursuant to Section 1802(6)(j) of the NYC Charter, notice is hereby given that the Department of Housing Preservation and Development of the City of New York is proposing to sell the following Property(ies) to a designated sponsor for each project:

Address	Block	Lot	Price
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LOW INCOME RENTAL PROGRAM: MANHATTAN:

213 E. 99th Street	1649	9	\$1.
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BRONX:

NEGOTIATED SALE:

1157 Fulton Avenue	2609	54	\$1.
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The appraisal and proposed approval documents are available for public examination at the Office of HPD, 100 Gold Street, Rm. 5M, New York, New York during its regular hours on weekdays from 9:00 A.M. to 5:00 P.M.

PLEASE TAKE NOTICE that a Real Property Acquisition & Disposition Public Hearing will be held on **Wednesday, April 22, 2009, commencing at 10:00 A.M.**, before the Mayor's Office of City Legislative Affairs at 22 Reade Street, second floor conference room, Borough of Manhattan, at which time and place those wishing to be heard will be given the opportunity to testify on a proposed document determining that the Mayor approves the disposition pursuant to Section 1802(6)(j) of the Charter.

INDIVIDUALS REQUESTING SIGN LANGUAGE INTERPRETERS SHOULD CONTACT THE MAYOR'S OFFICE OF CONTRACTS, PUBLIC HEARINGS UNIT, 253 BROADWAY, ROOM 915, 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 SERVICE.

m18

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



"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."

ADMINISTRATION FOR CHILDREN'S SERVICES

■ AWARDS

Goods & Services

BUILDING MANAGEMENT SERVICES – Negotiated Acquisition – Specifications cannot be made sufficiently definite - PIN# 068-09-NEG-0004 – AMT: \$480,000.00 – TO: Newmark and Co. Real Estate, Inc., 125 Park Avenue, New York, NY 10017.

m18

CHIEF MEDICAL EXAMINER

AGENCY CHIEF CONTRACTING OFFICER

■ SOLICITATIONS

Services (Other Than Human Services)

BID EXTENSION: CHEMICAL WASTE AND UNIVERSAL WASTE LAMP REMOVAL – Competitive Sealed Bids – PIN# 81609ME0015 – DUE 04-17-09 AT 12:00 P.M. – BID EXTENSION: The Office of Chief Medical Examiner seeks to retain a certified hazardous waste contractor for the Removal and Disposal of Chemical Waste and Universal Waste Lamps. The scope of service includes: to collect, pack, transport, and properly dispose of Chemical Waste and Universal Waste Lamps in accordance with Federal, State, and Local environmental regulations.

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 Chief Medical Examiner, 421 East 26th Street 10th Floor, New York, NY 10016.
Miriam Acevedo (212) 323-1739, miacevedo@ocme.nyc.gov

m18

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ SOLICITATIONS

Goods

LIQUID CAUSTIC SODA (BWSO) – Competitive Sealed Bids – PIN# 857900740 – DUE 04-13-09 AT 10:30 A.M.
● **PAINT: INDUSTRIAL, ALKYD, ENAMEL** – Competitive Sealed Bids – PIN# 8570801348 – DUE 04-07-09 AT 10:30 A.M.

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

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

m18

■ AWARDS

Goods

COPPER TUBING, STRAIGHT WALL AND FLEXIBLE – Competitive Sealed Bids – PIN# 857900229 – AMT: \$166,412.41 – TO: Grant Supply Company, Inc., P.O. Box 7061, North Brunswick, NJ 08902.

m18

TABLES: FOLDING LAMINATE, ABS OR ALUMINUM

– Competitive Sealed Bids – PIN# 857800149 –

AMT: \$225,888.00 – TO: Chase Office Supplies, Ltd, Brooklyn Navy Yard, 63 Flushing Ave., Unit 244, Brooklyn, NY.

m18

■ 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

COMPROLLER

BUREAU OF ASSET MANAGEMENT

■ AWARDS

Services (Other Than Human Services)

INVESTMENT ADVISORY SERVICES – Request for Proposals – PIN# 01507810601QE – AMT: \$1,640,000.00 – TO: Boston Trust and Investment Management Company, One Beacon Street, 33rd Floor, Boston, MA 02108.

m18

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 & Services

INSTALL COPPER-SILVER IONIZATION ELECTRODE CELL – Competitive Sealed Bids – PIN# DSSM09-318206R – DUE 03-27-09 AT 3:00 P.M. – In a 4" line feeding four (4) hot water heaters. For bid package, please e-mail gracita.dedios@nychhc.org Adjustment: There will be a mandatory site tour on 3/24/09 at 10:00 A.M. Vendors to contact Chris Werner at (718) 245-7301 for further 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.
SSM Nursing and Rehab., 594 Albany Avenue, Brooklyn, NY 11203. Chris Werner (718) 245-7301.
591 Kingston Avenue, Brooklyn, NY 11203.

m18

Construction Related Services

RELOCATION OF TRAFFIC LIGHT – Competitive Sealed Bids – PIN# QHN2009-1081QHC – DUE 04-08-09 AT 2:00 P.M. – There will be a mandatory walk through on 03/26/09 and 03/27/09 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

m18

Human/Client Service

PHOTOCOPYING SERVICES FOR THE MEDICAL INFORMATION DEPARTMENT

– Competitive Sealed Bids – PIN# TJ09-314511 – DUE 03-31-09 AT 3:00 P.M. – For a period of three (3) years with an option for two (2) additional years. Please e-mail your request for bid package to theresa.jackson@nychhc.org. Pick up time 3:00 P.M. on day scheduled by Ms. Jackson, tel: (718) 245-2119. Service to begin April 2, 2009 to June 30, 2009 with renewal for the 2nd year to begin July 1, 2009 to June 30, 2010. All forms in package must be completed and returned with bid.

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.

m18

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. 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

m16-20

AGENCY CHIEF CONTRACTING OFFICER**AWARDS**

Services (Other Than Human Services)

PRIMARY CARE EMERGENCY PREPAREDNESS – BP/City Council Discretionary – PIN# 09CD051201R0X00 – AMT: \$1,000,000.00 – TO: Primary Care Development Corporation, 22 Cortlandt Street, 12th Floor, New York, NY 10007.

● **NY NY III CONGREGATE CARE POPULATION 1 AND 2** – Request for Proposals – PIN# 08PO076309R0X00 – AMT: \$819,230.00 – TO: St. John's Community Housing Development, 1182-84 Washington Avenue, Bronx, NY 10456.

● **CHILDREN UNDER FIVE** – BP/City Council Discretionary – PIN# 09AO062501R0X00 – AMT: \$364,501.00 – TO: Safe Space NYC, Inc., 295 Lafayette Street, Room 920, New York, NY 10012.

● **GERIATRIC MENTAL HEALTH INITIATIVE** – BP/City Council Discretionary – PIN# 09AZ065801R0X00 – AMT: \$100,000.00 – TO: Sunnyside Community Services, Inc., 43-31 39th Street, Sunnyside, NY 11104.

m18

HOMELESS SERVICES**OFFICE OF CONTRACTS AND PROCUREMENT****SOLICITATIONS**

Human/Client Service

TRANSITIONAL RESIDENCES FOR HOMELESS/DROP-IN CENTERS

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

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

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

j12-24

HOUSING AUTHORITY**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

m16-20

EXTERIOR COMPACTOR REFUSE MANAGEMENT SYSTEM AT QUEENSBRIDGE HOUSES, NORTH AND SOUTH – Competitive Sealed Bids – PIN# GD8016579 – DUE 04-01-09 AT 10:30 A.M.

● **REPLACEMENT OF VACUUM PUMPS AND INSTALLATION OF CONDENSATE PUMPS AT JOHNSON HOUSES** – Competitive Sealed Bids – PIN# ME8018165 – 04-01-09 AT 11:00 A.M.

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

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

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

m18-24

OFFICE OF THE MAYOR**CRIMINAL JUSTICE COORDINATOR'S OFFICE****SOLICITATIONS**

Human/Client Service

INDIGENT FAMILY COURT LEGAL SERVICES FOR RESPONDENTS IN ARTICLE 10 CASES IN RICHMOND AND QUEENS COUNTIES ONLY

– Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 00209DMPS270 – DUE 03-27-09 AT 3:00 P.M. – The Criminal Justice Coordinator's Office ("CJC") is seeking potentially qualified vendors to provide Family Court Legal representation to indigent adults in Article 10 cases and subsequent Termination of Parental Rights ("TPR") proceedings in Richmond and Queens Counties. The term of the contract will be from October 1, 2009 to June 30, 2011. Additionally, there will be two two-year options to renew from July 1, 2011 to June 30, 2013 and from July 1, 2013 to June 30, 2015. The contract dollar amount is in an amount not to exceed \$4,900,000.

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.

Mayor's Office, 1 Centre Street, Room 1012, New York, NY 10007. Irmali Rivera-Mora (212) 676-4952, Iriviera-mora@cityhall.nyc.gov

m18-24

PARKS AND RECREATION**CONTRACT ADMINISTRATION****SOLICITATIONS**

Construction/Construction Services

CONSTRUCTION OF CHARLTON GARDEN – Competitive Sealed Bids – PIN# 8462009X086C01 – DUE 04-16-09 AT 10:30 A.M. – Located between East 164th Street and Teasdale Place, Boston Rd. and Cauldwell Avenue, The Bronx, known as Contract #X086-106MT. Vendor Source ID#: 58674.

● **RECONSTRUCTION OF THE SITTING AREA IN CHARLTON GARDEN** – Competitive Sealed Bids – PIN# 8462009X086C02 – DUE 04-16-09 AT 10:30 A.M. - Located between East 164th Street and Teasdale Place, Boston Rd. and Cauldwell Avenue, The Bronx, known as Contract #X086-106MT. Vendor Source ID#: 58674.

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

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

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

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

m18

RECONSTRUCTION OF BOILERS AND HEATING SYSTEMS

– Competitive Sealed Bids – PIN# 8462009B000C17 – DUE 04-09-09 AT 10:30 A.M. – At various Department of Parks and Recreation facilities, Brooklyn, known as Contract #BG-407M. Vendor Source ID#: 58644.

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

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

Parks and Recreation, Olmsted Center, Room 64 Flushing Meadows Corona Park, Flushing, NY 11368. Juan Alban (718) 760-6771, Juan.Alban@parks.nyc.gov Olmsted Center, Room 60, Flushing Meadows-Corona Park, Flushing, NY 11368.

m18

CONSTRUCTION OF AN AIR CONDITIONING SYSTEM AT THE BATH HOUSE

– Competitive Sealed Bids – PIN# 8462009M047C03 – DUE 04-09-09 AT 10:30 A.M. – In Thomas Jefferson Park, Manhattan, known as Contract #M047-109M. Vendor Source ID#: 58645.

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

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

Parks and Recreation, Olmsted Center, Room 64 Flushing Meadows Corona Park, Flushing, NY 11368. Juan Alban (718) 760-6771, Juan.Alban@parks.nyc.gov Olmsted Center, Room 60, Flushing Meadows-Corona Park Flushing, NY 11368.

m18

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

POLICE**CONTRACT ADMINISTRATION UNIT****AWARDS**

Goods

ELEVATOR REHABILITATION – Competitive Sealed Bids – PIN# 056080000598 – AMT: \$261,000.00 – TO: Centennial Elevator Industries, 23-82 BQE West, LIC, NY 11103. At the 103rd Precinct Station House, 168-02 91st Avenue, Queens.

m18

SCHOOL CONSTRUCTION AUTHORITY**SOLICITATIONS***Construction / Construction Services***CONSTRUCTION OF A NEW FIVE (5) STORY**

SCHOOL/FULL CELLAR – Competitive Sealed Bids – PIN# SCA09-11725D-1 – DUE 04-14-09 AT 3:00 P.M. – All City Leadership Secondary School (Brooklyn). Project Range: \$27,510,000.00 to \$28,960,000.00. Non-refundable bid documents charge: \$250.00, certified check or money order only.

Limited list bids will only be accepted from the following Construction Managers/Prime General Contractors: Andron Construction Corp.; Arena Construction Co., Inc.; Iannelli Construction Co., Inc.; J. Petrocelli Construction Co., Inc.; The Morgan Contracting Corp.; Tishman Construction Corp. of NY. 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.

Rookmin Singh (718) 752-5843, rsingh@nycsca.org

m18-24

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

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

TRANSPORTATION**SOLICITATIONS***Services (Other Than Human Services)***BOILERS - MAINTENANCE SERVICE FOR ST.**

GEORGE FERRY TERMINAL – Competitive Sealed Bids – PIN# 84108MBPT290 – DUE 04-13-09 AT 11:00 A.M. – Contract documents available during the hours of 9:00 A.M. - 3:00 P.M. ONLY. Boilers - Preventive Maintenance, service, repair and parts for the St. George and Whitehall Ferry Terminals, The Ferry Maintenance Facility and 1 Ferry Terminal Drive. A pre-bid meeting (optional) will be held on Tuesday, March 31, 2009 at 10:00 A.M. at 1 Ferry Terminal Drive, Staten Island, NY 10301. A deposit of \$50.00 in the form of a certified check or money order made payable to New York City Department of Transportation is required to obtain Contract Bid/Proposal Documents. NO CASH ACCEPTED. Refund will be made only for Contract Bid/Proposal Documents that are returned in its original condition within 10 days after bid opening. Any persons delivering bid documents must enter the building through 220 Church Street, New York, NY. Due to increased building security bidders should allow extra time and ensure that proper photo identification is available upon request. Please ensure that your company's address, telephone and fax numbers are submitted by your company (or messenger service) when picking up contract documents. For additional information please contact Frank Nicolosi at (718) 876-4020. Vendor Source ID#: 58546.

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

Department of Transportation, Contract Management Unit, Office of the Agency Chief Contracting Officer

40 Worth Street, Room 824A, New York, NY 10013.

Bid Window (212) 442-7565.

m18

DIVISION OF TRAFFIC**SOLICITATIONS***Services (Other Than Human Services)***FURNISH AND INSTALL STANDARD LAMPOST**

– Competitive Sealed Bids – PIN# 8109MBTR377 – DUE 04-08-09 AT 11:00 A.M. – Contract documents available during the hours of 9:00 A.M. - 3:00 P.M. ONLY. Remove Type #10 Lampposts and Existing Foundations and furnish and install Standard Lampposts and Foundations, Brooklyn, Queens, and The Bronx. A pre-bid (optional) will be held on Thursday, March 26, 2009 at 10:00 A.M. at 34-02 Queens Blvd., 2nd Floor Main Conference Room, Long Island City, NY 11101. A deposit of \$50.00 in the form of a certified check or money order made payable to New York City Department of Transportation is required to obtain Contract Bid/Proposal Documents. NO CASH ACCEPTED. Refund will be made only for Contract Bid/Proposal Documents that are returned in its original condition within 10 days after bid opening. Any persons delivering bid documents must enter the building through 220 Church Street, New York, NY. Due to increased building security bidders should allow extra time and ensure that proper photo identification is available upon request. Please ensure that your company's address, telephone and fax numbers are submitted by your company (or messenger service) when picking up contract documents. For additional information please contact Frank Caiazzo at (718) 786-4061. Vendor Source ID#: 58604.

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

Department of Transportation, Contract Management Unit, Office of the Agency Chief Contracting Officer

40 Worth Street, Room 824A, New York, NY 10013.

Bid Window (212) 442-7565.

m18

YOUTH AND COMMUNITY DEVELOPMENT**SOLICITATIONS***Human / Client Service***OST PROGRAMS FOR HIGH SCHOOL YOUTH**

– Request for Proposals – PIN# 26009OSHSRFP – DUE 04-28-09 AT 2:00 P.M. – The New York City Department of Youth and Community Development (DYCD) is seeking qualified organizations to provide OST programs for high school youth that focus on the challenges around the transition to high school and on skills needed for success in college and the labor market. The New York City (City) Out of School Time Initiative (OST), launched in 2005 by DYCD with the strong backing of Mayor Michael R. Bloomberg, supports programs for youth of all ages, including high school students. In the original Request for Proposals (RFP), DYCD set minimum goals and broad guidelines for high school programs, but allowed flexibility with respect to individual program design, content, and format. These goals reflected the following youth development principles: to provide a healthy and safe environment; foster high expectations;

foster consistent and positive relationships with adults and peers and a sense of community; support healthy behavior and physical well-being; and support the exploration of interests and the development of skills and creativity.

The pre-proposal conference will be held: 10:00 A.M., Friday, April 3, 2009 at New York City Technical College, Klitgord Center, 285 Jay Street, Brooklyn, NY 11201.

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

Department of Youth and Community Development

156 William Street, New York, NY 10038.

Daniel Symon (212) 513-1820, RFPquestions@dycd.nyc.gov

m18

AGENCY PUBLIC HEARINGS ON CONTRACT AWARDS

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

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. 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. 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. 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



BUILDINGS

■ NOTICE

NOTICE OF ADOPTION OF RULE

NOTICE IS HEREBY GIVEN, pursuant to the authority vested in the Commissioner of the Department of Buildings by Section 643 of the New York City Charter and in accordance with section 1043 of the Charter and Sections 27-3014, 27-3018, 28-112.1, 28-112.7.2, 28-112.8 and 28-401.15 of the NYC Administrative Code, that the Department of Buildings hereby renumbers and amends Sections 100-02 and 100-03 of Chapter 100 of Title 1 of the Official Compilation of the Rules of the City of New York, regarding fees of the Department of Buildings.

This rule was first published on February 2, 2009 and a public hearing thereon was held on March 6, 2009.

Dated: March 10, 2009
New York, New York

/s/
Robert D. LiMandri
Commissioner

Section 1. Section 100-02 of Title 1 of the Rules of the City of New York is hereby renumbered as section 101-02.

§2. Section 100-03 of Title 1 of the Rules of the City of New York is hereby renumbered as section 101-03.

§3. Section 101-03 of Chapter 100 of Title 1 of the Official Compilation of the Rules of the City of New York, as renumbered by section 2 of this rule, is amended to read as follows:

§10[0]1-03 Fees payable to the Department of Buildings. The department shall be authorized to charge the following fees:

[Equipment inspection fee:	
High-pressure boiler periodically inspected as provided by section 28-303.10]	[\$65 for each inspection, for each boiler.]
Periodic inspection or Reinspection [fee] of high-pressure boilers, low-pressure boilers and elevators following a violation.	\$65 per device
Acknowledgement.	\$2 each
Certificate of occupancy.	\$5 per copy
Certificate of pending violation: Multiple and private dwellings.	\$30 per copy
Certified copy of license.	\$5 per copy
Microfilming of applications for new buildings and alterations and associated documentation for certificates of occupancy, temporary certificates of occupancy and/or letters of completion, as required by rule of the commissioner.	\$35
Preparing only or preparing and certifying a copy of a record or	\$8.00 for the first page and \$5.00 for each

document filed in the department, other than a plan, certificate of occupancy or certificate of pending violation.

Half-size print from microfilm of a plan thirty-six by forty-eight inches or less. \$8.00 per copy \$5.00 per additional copy

Half-size print from microfilm of a plan exceeding thirty-six by forty-eight inches. \$16.00 per copy \$5.00 per additional copy

Electrician's license. [Original] Initial: \$310	Renewal: \$90	Late-Renewal: [Late-renewal: \$310 + \$90] \$400 (initial fee plus renewal fee)	Reissu[er]ance: [Reissuance: \$310] \$50
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License examination fee: \$350

- Elevator agency director certificate of approval, [\$350]
- Elevator agency inspector certificate of approval, [\$350]
- Site safety manager certificate.

Private elevator inspector certification.	Initial: \$50	Renewal: \$75	Late-renewal: triennially \$50	Reissuance: \$50
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Private elevator inspection agency certification.	Initial: \$100	Renewal: \$150	Late-renewal: triennially \$50	Reissuance: \$50
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Elevator agency director/co-director license.	Initial: \$100	Renewal: \$150	Late-renewal: \$50	Reissuance: \$50
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Elevator inspector license.	Initial: \$50	Renewal: \$75	Late-renewal: \$50	Reissuance: \$50
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Concrete safety manager registration.	Initial: \$150	Renewal: \$100	Late-renewal: \$50	Reissuance: \$50
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Electrical permit initial application (excluding minor work). \$40

Electrical permit (excluding minor work). Fee per unit (NOTE: The total additional fee is computed by calculating the sum of the units. The total additional fee, due prior to electrical sign-off or as otherwise provided by the department's rules, shall not exceed five thousand dollars):

- Each outlet, each fixture, each horsepower or fraction thereof of a motor or generator, each kilowatt or fraction thereof of a heater, each horsepower or fraction thereof of an air conditioner, each kilovoltampere or fraction thereof of a transformer installed, altered or repaired shall be assigned the value of one unit:

1 - 10 units	\$0
Over 10 units	\$.25

- For each service switch installed, altered or repaired:
- | | |
|-------------------|----------|
| 0-100 Amperes | \$8.00 |
| 101-200 Amperes | \$30.00 |
| 201-600 Amperes | \$105.00 |
| 601-1200 Amperes | \$225.00 |
| Over 1200 Amperes | \$375.00 |

- For each set of service entrance cables and for each set of feeder conductors installed, altered or repaired:
- | | |
|----------------------------|---------|
| Up to #2 conductors | \$15.00 |
| Over #2 to #1/0 conductors | \$30.00 |
| Over #1/0 to 250 MCM | \$45.00 |
| Over 250 MCM | \$75.00 |

- For each panel installed, altered or repaired:
- | | |
|---|---------|
| 1 phase up to 20-1 or 10-2 pole cutouts or breakers | \$15.00 |
| 1 phase over 20-1 or 10-2 pole cutouts or breakers | \$37.50 |
| 3 Phase up to 225 amperes | \$50.00 |
| 3 Phase over 225 amperes | \$75.00 |

- For each sign manufactured (in-shop inspections). \$40.00

additional page or part thereof (a page consists of one face of a card or other record)[.]

- For each sign manufactured (on-site inspections):

0 to 30 square feet	\$65.00
31 to 60 square feet	\$90.00
Over 60 square feet	\$115.00

- For each elevator:

10 floors or less	\$125.00
Every additional ten or fewer floors	\$83.00

- For wiring or rewiring boiler controls in buildings. \$12.00

Electrical permit (minor work pursuant to Section 27-3018(h) of the Administrative Code). \$15

Duplicate copy of notice of electrical violation. \$5

STATEMENT OF BASIS AND PURPOSE

The foregoing rule amendment is promulgated pursuant to the authority of the Commissioner of Buildings under Sections 643 and 1043(a) of the New York City Charter.

The rule implements the fee structure provided for in sections 27-3014, 27-3018, 28-112.1, 28-112.7.2, 28-112.8 and 28-401.15 of the NYC Administrative Code by setting forth the fees which may be charged by the Department of Buildings pursuant to those sections.

This amendment makes corrections and additions to the fee table in order to bring the fees in line with current costs and to consolidate all fees into one section.

In addition, this amendment makes corrections to 1 RCNY rule section numbering to conform to the numbering scheme set forth in recent Construction Code-related rules.

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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.

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.

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LABOR RELATIONS

■ NOTICE

School Security/Traffic August 1, 2002 to December 12, 2008

AGREEMENT entered into this 23rd day of January, 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 the Organization of Staff Analysts (hereinafter referred to as the Union), from August 1, 2002 to December 12, 2008.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for covered positions in the bargaining unit in the below-listed titles, as defined in Board of Certification Decision No. 9-2001, dated September 12, 2001, as amended, or as otherwise agreed to by the parties, consisting of employees of the Employer, wherever employed whether fulltime or part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed titles:

Title Code No.	Title
10042	Administrative Traffic Enforcement Agent, Levels I, II, III
10083	Administrative School Security Manager, Level I*
60821	Associate Supervisor of School Security, Levels I & II

*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 increases, general increases, and any other salary adjustments, are based upon a normal work week of 35 hours. Effective July 1, 2007, the normal work week shall be 37.5 hours. In accordance with Article IX, Section 24 of the 1995 - 2001 Citywide Agreement, Employees who work 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 full-time, per-annum employees. 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 annual salary.

37.5 hour week basis: 1/1957.5 of the appropriate minimum basic annual 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):

Title	August 1, 2004		July 31, 2005	
	Minimum	Maximum	Minimum	Maximum
Administrative Traffic Enforcement Agent Levels I, II, III	\$50,246	\$58,514	\$52,733	\$61,410
Administrative School Security Manager*	\$56,570	\$61,480	\$59,370	\$64,523
Associate Supervisor of School Security Level I	\$48,431	\$59,472	\$50,828	\$62,416
Level II	\$56,570	\$61,480	\$59,370	\$64,523

Title	November 1, 2005		February 1, 2007	
	Minimum	Maximum	Minimum	Maximum
Administrative Traffic Enforcement Agent Levels I, II, III	\$54,642	\$63,633	\$455,735	\$64,906
Administrative School Security Manager*	\$61,519	\$66,859	\$62,749	\$68,196
Associate Supervisor of School Security Level I	\$52,668	\$64,675	\$53,721	\$65,969
Level II	\$61,519	\$66,859	\$62,749	\$68,196

Section 2.

Title	Minimum	Maximum
Administrative Traffic Enforcement Agent Levels I, II, III	\$58,522	\$68,151
Administrative School Security Manager*	\$65,886	\$71,606
Associate Supervisor of School Security Level I	\$56,407	\$69,267
Level II	\$65,886	\$71,606

* earmarked for present incumbents only

Section 3. Wage Increases

A. Lump Sum Payment

a. Effective upon ratification, a lump sum cash payment in the amount of \$1,000 shall be paid to Employees who are in active pay status between May 30, 2007 and July 6, 2007, the date of ratification of the 2002-2008 School Security / Traffic Agreement. Employees who are on approved leave with or without pay during designated time period above will receive the applicable lump sum payment upon their return to work.

b. Part-time per annum, part-time per diem (including seasonal appointees), per session and hourly paid Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment on the basis of computations heretofore utilized by the parties for all such Employees.

c. The lump sum cash payment provided shall be pensionable, consistent with applicable law, and shall be paid as soon as practicable upon ratification.

d. The lump sum cash payment provided for in this Section shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

e. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of this provision.

B. General Wage Increase

- a. i. Effective August 1, 2004, Employees shall receive a general increase of 3.00 percent.
- ii. Effective July 31, 2005, Employees shall receive a general increase of 4.95 percent.
- iii. Effective November 1, 2005, Employees shall receive a general increase of 3.62 percent.
- iv. Effective February 1, 2007, Employees shall receive a general increase of 2.00 percent.
- v. Effective August 1, 2007, Employees shall receive a general increase of 5.00 percent.

vi. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in 3.a.i.-v. on the basis of computations heretofore utilized by the parties for all such Employees.

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

i. The general increase in Section 3.a.i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on July 31, 2004.

ii. The general increase in Section 3.a.ii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on July 30, 2005.

iii. The general increase in Section 3.a.iii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on October 31, 2005.

iv. The general increase in Section 3.a.iv. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on January 31, 2007.

v. The general increase in Section 3.a.v. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on July 31, 2007.

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

ii. Only the general increases in 3.a.iv. and 3.a.v. shall be applied to the "additions to gross".

Section 4.

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

Section 5.

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

Section 6. Advancement Increases

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

Section 7. Longevity Increments

i. Employees with the required number of years of "City" service in pay status shall receive the longevity increments listed below:

Effective 6/30/02	Effective 2/1/07	Effective 11/1/07	Effective 12/12/08
10 yrs - \$200 per annum	10 yrs - \$204 per annum	10 yrs - \$214 per annum	10 yrs - \$404 per annum
15 yrs - \$400 per annum (An Additional \$200)	15 yrs - \$408 per annum (An Additional \$204)	15 yrs - \$428 per annum (An Additional \$214)	15 yrs - \$808 per annum (An Additional \$404)
20 yrs - \$563 per annum (An Additional \$163)	20 yrs - \$574 per annum (An Additional \$166)	20 yrs - \$603 per annum (An Additional \$175)	20 yrs - \$1118 per annum (An Additional \$310)

ii. The rules for eligibility for the longevity increments described in Section 7, subsections i, ii, and iii above are set forth in Appendix A to this Agreement and are incorporated by reference herein.

Section 8. Uniform Allowance

A uniform allowance in the annual amount listed below shall be provided for each employee who is required to purchase

and wear a uniform.

Effective 11/1/05	\$555
Effective 2/1/07	\$566
Effective 8/1/07	\$594

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1 b., of the 1995-2001 Citywide Agreement between the City of New York and related public employers District Council 37, AFSCME, AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section 1 b., of the 1995-2001 Citywide Agreement, as amended or any successor(s) thereto, shall apply to employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, 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(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.
- c. Contributions remitted to the Union pursuant to this Section 1 and Article XIII of the Citywide Agreement are contingent upon a signed separate trusted fund agreement between the Employer and the Union.

Section 2.

The 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 dispute concerning the application or interpretation of the terms of this Agreement;
- A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York 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;
- A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- A claimed improper holding of an open-competitive rather than a promotional examination;
- A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.
- 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. and 1 e. and 1 f. 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 outofitle work.

No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

- STEP I The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.*
- 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 or Step I(a). 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 Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

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

Section 4.

- a. Any grievance under Section 1.d. relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5. Disciplinary Procedure for Permanent Competitive Employees

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 Section 7:5 of the Personnel 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 Section 7:5 of the Personnel 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. 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 any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

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

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

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

Section 6. Disciplinary Procedure for Provisional Employees

In any case involving a grievance under Section 1f. 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. 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.

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.

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

Section 13. Expedited Arbitration Procedure

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

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

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

i. SELECTION AND SCHEDULING OF CASES:

(1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 15 and notify the parties of proposed hearing dates for such cases.

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

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

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

ii. CONDUCT OF HEARINGS

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

(2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment per party shall be permitted. In the event that the adjourning 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

Section 1.

a. 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.

b. Employees in Rule X titles shall receive the benefits of the 1995-2001 Citywide Agreement, or its successor Agreement(s) unless otherwise specifically excluded herein.

c. An employee who was incumbent prior to the date of certification of the titles covered by this agreement, and whose annual leave accrual rate is currently greater than that which is provided for in the 1995-2001 Citywide Agreement or its successor Agreement(s) shall be considered "grandfathered-in" for the purposes of annual leave accrual. However, any person entering into a title covered by this Agreement on or after the date of certification shall accrue annual leave in accordance with the schedule set forth in the 1995-2001 Citywide Agreement or its successor Agreement(s). Effective 7/1/07 the annual leave accrual rate for all employees shall be reduced by one day per annum.

d. Effective calendar year 2007, the Floating Holiday shall be eliminated for all bargaining unit employees.

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.

Section 2.

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

Section 3.

The labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The chairpersonship of the 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. The 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 - SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 23rd day of January, 2009.

CITY OF NEW YORK AND ORGANIZATION OF STAFF
RELATED PUBLIC EMPLOYERS ANALYSTS
AS DEFINED HEREIN

BY: _____/s/_____ BY: _____/s/_____

JAMES F. HANLEY
Commissioner of
Labor Relations

ROBERT CROGHAN
Chairperson

APPROVED AS TO FORM:

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

SUBMITTED TO THE
FINANCIAL CONTROL BOARD:

DATE:

UNIT: School Security/Traffic

TERM: August 1, 2002 to December 12, 2008

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, et al. agreement:

- Only service in pay status shall be used to calculate the 10 and 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 10 and 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 10 and 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.
- Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 10 and 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 10 and 15 years of service. No break used to disqualify service shall be used more than once.
- The following time in which an employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above.
 - time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization.
 - time prior to reinstatement.
 - time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
 - time not in pay status of 31 days or less.

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

- Once an employee has completed the 10 and/or 15 years of "City" service in pay status and is eligible to receive the respective longevity increment, the increment shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
- The respective longevity increment shall not become pensionable until 15 months after the employee becomes eligible to receive such increment. Fifteen months after the employee becomes eligible to receive the longevity increment, such longevity increment shall become pensionable, and as part of the employee's base rate, shall be subject to the general increase provided in Article III, Section 3, of this agreement.

Appendix B Guideline on Merit Increases for Sub-Managerial Employees

In awarding merit increases to sub-managerial employees, agency heads must adhere to the following guidelines:

- An increase in duties within a title ordinarily shall not be considered the basis for a merit adjustment. If the increase in duties is significant, the position should be reevaluated to a higher level.
- Only one merit adjustment or provisional promotion can be granted to an employee within any twelvemonth period.
- Merit adjustment must be limited to employees with above-average ratings on their annual performance evaluations. A copy of the performance evaluation must be submitted to the Department of Personnel and the Mayor's Office with the Monthly Planned Action Report.
- Merit adjustment can be made up to a maximum of 7% of the employee's base salary. In no case can the merit adjustments increase the employee's salary beyond the maximum established for the title and/or level.
- The following shall be criteria for the granting of merit increases:
 - outstanding productivity in the work assigned;
 - outstanding performance in the work assigned;
 - outstanding initiative and resourcefulness;

- The following shall be the procedure for the granting of merit increases:

The agency head shall notify the Union in writing of the name of those selected to receive merit increases prior to approval by the Mayor or his authorized representative. It is expressly understood that such notification to the union shall in no way interfere with the processing and implementation of the merit increases already proposed.

Office Of Labor Relations
40 Rector Street, New York, New York 10016-1705
<http://nyc.gov/html/olr>

JAMES F. HANLEY
Commissioner

March 10, 2008

Robert Croghan, Chairperson
Organization of Staff Analysts
220 East 23rd Street, Suite 707
New York, NY 10010

Dear Mr. Croghan:

This is to confirm certain mutual understandings and agreements regarding the Agreement between the City of New York and the Organization of Staff Analysts (OSA) for the School Security/Traffic bargaining unit for the period from August 1, 2002 to December 12, 2008.

Effective January 1, 2007, the Employer's pro-rata annual contribution to the Welfare Fund shall be increased by \$100.00 for active employees and retirees.

Effective May 1, 2007, the Employer shall contribute a one time lump sum payment to the Welfare Fund of \$166.67 for active employees and retirees.

The OSA Welfare Fund Agreement shall specify the same.

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

VERY TRULY YOURS,

_____/S/_____
JAMES F. HANLEY

AGREED AND ACCEPTED FOR
THE ORGANIZATION OF STAFF ANALYSTS

_____/S/_____
ROBERT CROGHAN
CHAIRPERSON

THE CITY OF NEW YORK
Office Of Labor Relations
40 Rector Street, New York, New York 10016-1705
<http://nyc.gov/html/olr>

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

Robert Croghan, Chairperson
Organization of Staff Analysts
220 East 23rd Street, Suite 707
New York, NY 10010

Re: 2002-2008 School Security/Traffic Agreement

Dear Mr. Croghan:

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

Transit Check

The parties agree that the City will expand the current Transit Check program to offer to eligible employees the ability to purchase a Transit Debit Card through payroll deductions in accordance with IRC Section 132. In addition to the current MTA Surface and Subway lines, the Transit Debit Card may be used to purchase tickets for mass transit commutation only (i.e. LIRR, LI MTA Buses, MetroNorth). The administrative fee for this benefit will be borne by the participants and will be deducted on a prorated basis from the participating employee's paycheck. After one year of experience with this benefit, the City will examine the level of participation and the associated costs of providing this benefit to determine whether or not the administrative fee requires adjustment. The parties further agree to examine the possible expansion of this benefit to include other regional mass transit carriers.

Residency

The parties agree to support an amendment to Section 12-119 et seq. of the Administrative Code for the purpose of expanding permissible limits on residency to include the City of New York and Nassau, Westchester, Suffolk, Orange, Rockland or Putnam counties – with certain exceptions and limitations and except as may be prohibited by any other law requiring residency for appointment to certain positions including, but not limited to, the Public Officers Law – for employees covered by the terms of this Agreement.

Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties.

Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

Labor Management Committee on Pension Issues

There shall be a joint Labor Management Committee on Pensions with the appropriate parties. The committee shall analyze the actual costs and additional contribution rate(s) for members of the New York City Employees' Retirement System (NYCERS) and the Board of Education Retirement System (BERS) associated with Chapter 96 of the Laws of 1995. Such analysis shall be based on, among other factors, the actual number of people who elected to participate under the provisions of said Chapter 96 of the Laws of 1995 as of September 26, 1995. The committee shall make recommendations regarding the establishment of revised additional contribution rate(s) and other remedies it deems appropriate so as to reflect the actual cost to members of NYCERS and BERS. Regardless of the comparison of actual costs to additional contributions for members of NYCERS and BERS, there shall be no adjustment to contributions under Chapter 96 without first considering the contributions by the employer to NYCERS and BERS on behalf of all employees, and the comparison of those contributions to actual costs.

The appropriate parties further agree to discuss the following issues:

Chapter 96 Reopener
Chapter 96 Escape
Age and Vesting Requirements
Member Contribution Amounts and Duration
Benefit Formula Changes
Service Credits
Any other areas the parties mutually agree to
Continuation of Certain Health Benefits

The parties acknowledge that collective bargaining regarding health benefits is within the purview of negotiations between the Municipal Labor Committee and the City. Cost-containment initiatives in the City Health Benefits Program shall be discussed with the Municipal Labor Committee.

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

Very truly yours,
_____/s/_____
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
ORGANIZATION OF STAFF ANALYSTS

BY: _____/s/_____
ROBERT CROGHAN
CHAIRPERSON

2007-2009 Building and Construction Inspectors Agreement

AGREEMENT entered into this 23rd day of January, 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 Allied Building Inspectors, Local 211, I U.O.E., AFL-CIO (hereinafter referred to as the "Union"), for the period from December 3, 2007 through December 15, 2009.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing, NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer,

wherever employed, whether fulltime, 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):

TC#	TITLE
35002	APPRENTICE INSPECTOR (CEMENT TEST)
35003	APPRENTICE INSPECTOR (CONSTRUCTION)
35005	APPRENTICE INSPECTOR (ELEVATOR)
35006	APPRENTICE INSPECTOR (HEATING & VENTILATION)
35009	APPRENTICE INSPECTOR (HOUSING)
35010	APPRENTICE INSPECTOR (STEEL CONSTRUCTION)
35141	APPRENTICE REHABILITATION SPECIALIST (BLDGS.)
35001	APPRENTICE INSPECTOR (BOILERS)
35008	APPRENTICE INSPECTOR (HOISTS & RIGGING)
31640	ASSOCIATE INSPECTOR (BOILERS)
31642	ASSOCIATE INSPECTOR (CONSTRUCTION)
31647	ASSOCIATE INSPECTOR (HOISTS & RIGGING)
31675	ASSOCIATE INSPECTOR (HOUSING)
31649	ASSOCIATE INSPECTOR (PLUMBING)
31644	ASSOCIATE INSPECTOR (ELEVATORS)
31676	ASSOCIATE INSPECTOR (LOW PRESSURE BOILERS)
31648	ASSOCIATE INSPECTOR (PLASTERING)
31650	ASSOCIATE INSPECTOR (STEEL CONSTRUCTION)
31685	ASSOCIATE REHABILITATION SPECIALIST (HPD)
31620	INSPECTOR (BOILERS)
31621	INSPECTOR (CEMENT TEST)
31622	INSPECTOR (CONSTRUCTION)
31624	INSPECTOR (ELEVATOR)
31625	INSPECTOR (HEATING & VENTILATION)
31627	INSPECTOR (HOISTS & RIGGING)
31670	INSPECTOR (HOUSING)
31628	INSPECTOR (PLASTERING)
31629	INSPECTOR (PLUMBING)
31630	INSPECTOR (STEEL CONSTRUCTION)
31671	INSPECTOR (LOW PRESSURE BOILER)
22401	MULTIPLE DWELLING SPECIALIST (BLDGS.)
22402	PRINCIPAL MULTIPLE DWELLING SPECIALIST (BLDGS.)
32260	PRINCIPAL CONSTRUCTION INSPECTOR*
31560	PRINCIPAL HOUSING INSPECTOR*
31680	REHABILITATION SPECIALIST (HPD)
31935	SENIOR BOILER INSPECTOR*
32235	SENIOR CONSTRUCTION INSPECTOR*
33035	SENIOR ELEVATOR INSPECTOR*
33235	SENIOR HOIST & RIGGING INSPECTOR*
31535	SENIOR HOUSING INSPECTOR*
33635	SENIOR PLUMBING INSPECTOR*

(* 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 40 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.

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 December 3, 2007

	i. Minimum**		ii. Maximum	
	(1) Hiring	(2) Incumbent	(1) Hiring	(2) Incumbent
APPRENTICE INSPECTOR (CEMENT TEST)				
APPRENTICE INSP. (CONSTRUCTION)				
APPRENTICE INSPECTOR (ELEVATOR)				
APPRENTICE INSPECTOR (HEAT/VENT)				
APPRENTICE INSPECTOR (HOUSING)				
APPRENTICE INSPECTOR (STEEL CONST.)				
APPRENTICE REHAB. SPEC. (BLDGS.)				
MINIMUM	\$26,045	\$29,952		
after 1 YR.	\$28,207	\$32,438		
After 2 YRS.		\$35,188		
After 3 YRS.		\$38,057		
After 4 YRS.		\$40,932		
APPRENTICE INSPECTOR (BOILERS)				
MINIMUM	\$26,045	\$29,952		
after 1 YR.	\$28,207	\$32,438		
After 2 YRS.		\$35,188		
APPRENTICE INSP. (HOISTS & RIGGING)				
MINIMUM	\$30,598	\$35,188		
after 1 YR.	\$33,093	\$38,057		
after 2 YRS.		\$40,932		
ASSOCIATE INSPECTOR (BOILERS) ***				
LEVEL I	\$49,463	\$56,882	\$70,540	
LEVEL II	\$55,050	\$63,308	\$77,569	
ASSOC. INSPECTOR (CONSTRUCTION) ***				
LEVEL I	\$49,463	\$56,882	\$70,540	
LEVEL II	\$55,050	\$63,308	\$77,569	
ASSOCIATE INSPECTOR (HOISTS & RIGGING)				
LEVEL I	\$49,463	\$56,882	\$70,540	
LEVEL II	\$55,050	\$63,308	\$77,569	
ASSOCIATE INSPECTOR (HOUSING) ***				
LEVEL I	\$49,463	\$56,882	\$70,540	
LEVEL II	\$55,050	\$63,308	\$77,569	
ASSOCIATE INSPECTOR (PLUMBING) ***				
LEVEL I	\$49,463	\$56,882	\$70,540	
LEVEL II	\$55,050	\$63,308	\$77,569	
ASSOCIATE INSPECTOR (ELEVATORS) ***				
LEVEL I	\$49,463	\$56,882	\$70,540	
LEVEL II	\$55,050	\$63,308	\$77,569	
ASSOC. INSPECTOR (LOW PRES. BOILER)	\$46,646	\$53,643	\$65,696	
ASSOCIATE INSPECTOR (PLASTERING)	\$49,463	\$56,882	\$70,540	
ASSOCIATE INSPECTOR (STEEL CONS.) ***	\$49,463	\$56,882	\$70,540	
ASSOCIATE REHABILITATION SPEC. (HPD)	\$49,463	\$56,882	\$70,540	
INSPECTOR (BOILERS) ***	\$43,424	\$49,938	\$63,434	
INSPECTOR (CONSTRUCTION) ***	\$43,424	\$49,938	\$63,434	
INSPECTOR (ELEVATOR) ***	\$43,424	\$49,938	\$63,434	
INSPECTOR (HEATING & VENTILATION)	\$43,424	\$49,938	\$63,434	
INSPECTOR (HOISTS & RIGGING)	\$43,424	\$49,938	\$63,434	
INSPECTOR (HOUSING) ***	\$43,424	\$49,938	\$63,434	
INSPECTOR (PLASTERING)	\$43,424	\$49,938	\$63,434	
INSPECTOR (PLUMBING) ***	\$43,424	\$49,938	\$63,434	
INSPECTOR (STEEL CONSTRUCTION) ***	\$43,424	\$49,938	\$63,434	
INSPECTOR (LOW PRESSURE BOILER)	\$40,391	\$46,450	\$58,564	
MULTIPLE DWELLING SPECIALIST (BLDGS.)				
LEVEL I	\$47,317	\$54,415	\$63,129	
LEVEL II	\$53,990	\$62,088	\$69,401	
LEVEL III	\$59,438	\$68,354	\$78,805	
PRIN. MULTIPLE DWELLING SPEC. (BLDG)	\$62,470	\$71,840	\$84,037	
PRINCIPAL CONSTRUCTION INSPECTOR *	\$54,803	\$63,024	\$76,436	
PRINCIPAL HOUSING INSPECTOR *	\$54,803	\$63,024	\$76,436	
REHABILITATION SPECIALIST (HPD)	\$43,424	\$49,938	\$63,434	
SENIOR BOILER INSPECTOR *	\$44,703	\$51,408	\$63,729	
SENIOR CONSTRUCTION INSPECTOR *	\$44,703	\$51,408	\$63,729	
SENIOR ELEVATOR INSPECTOR *	\$44,703	\$51,408	\$63,729	
SENIOR HOIST & RIGGING INSPECTOR *	\$44,703	\$51,408	\$63,729	
SENIOR HOUSING INSPECTOR *	\$44,703	\$51,408	\$63,729	
SENIOR PLUMBING INSPECTOR *	\$44,703	\$51,408	\$63,729	

b. Effective December 3, 2008

	i. Minimum**		ii. Maximum	
	(1) Hiring	(2) Incumbent	(1) Hiring	(2) Incumbent
APPRENTICE INSPECTOR (CEMENT TEST)				
APPRENTICE INSP. (CONSTRUCTION)				
APPRENTICE INSPECTOR (ELEVATOR)				
APPRENTICE INSPECTOR (HEAT/VENT)				
APPRENTICE INSPECTOR (HOUSING)				
APPRENTICE INSPECTOR (STEEL CONST.)				
APPRENTICE REHAB. SPEC. (BLDGS.)				
MINIMUM	\$27,087	\$31,150		
after 1 YR.	\$29,336	\$33,736		
after 2 YRS.		\$36,596		
after 3 YRS.		\$39,579		
after 4 YRS.		\$42,569		
APPRENTICE INSPECTOR (BOILERS)				
MINIMUM	\$27,087	\$31,150		
after 1 YR.	\$29,336	\$33,736		

after 2 YRS.	\$36,596		
APPRENTICE INSP. (HOISTS & RIGGING)			
MINIMUM	\$31,823	\$36,596	
after 1 YR.	\$34,417	\$39,579	
after 2 YRS.		\$42,569	
ASSOCIATE INSPECTOR (BOILERS) ***			
LEVEL I	\$51,441	\$59,157	\$73,362
LEVEL II	\$57,252	\$65,840	\$80,672
ASSOC. INSPECTOR (CONSTRUCTION) ***			
LEVEL I	\$51,441	\$59,157	\$73,362
LEVEL II	\$57,252	\$65,840	\$80,672
ASSOCIATE INSPECTOR (HOISTS & RIGGING)			
LEVEL I	\$51,441	\$59,157	\$73,362
LEVEL II	\$57,252	\$65,840	\$80,672
ASSOCIATE INSPECTOR (HOUSING) ***			
LEVEL I	\$51,441	\$59,157	\$73,362
LEVEL II	\$57,252	\$65,840	\$80,672
ASSOCIATE INSPECTOR (PLUMBING) ***			
LEVEL I	\$51,441	\$59,157	\$73,362
LEVEL II	\$57,252	\$65,840	\$80,672
ASSOCIATE INSPECTOR (ELEVATORS) ***			
LEVEL I	\$51,441	\$59,157	\$73,362
LEVEL II	\$57,252	\$65,840	\$80,672
ASSOC. INSPECTOR (LOW PRES. BOILER)	\$48,512	\$55,789	\$68,324
ASSOCIATE INSPECTOR (PLASTERING)	\$51,441	\$59,157	\$73,362
ASSOCIATE INSPECTOR (STEEL CONS.) ***	\$51,441	\$59,157	\$73,362
ASSOCIATE REHABILITATION SPEC. (HPD)	\$51,441	\$59,157	\$73,362
INSPECTOR (BOILERS) ***	\$45,162	\$51,936	\$65,971
INSPECTOR (CONSTRUCTION) ***	\$45,162	\$51,936	\$65,971
INSPECTOR (ELEVATOR) ***	\$45,162	\$51,936	\$65,971
INSPECTOR (HEATING & VENTILATION)	\$45,162	\$51,936	\$65,971
INSPECTOR (HOISTS & RIGGING)	\$45,162	\$51,936	\$65,971
INSPECTOR (HOUSING) ***	\$45,162	\$51,936	\$65,971
INSPECTOR (PLASTERING)	\$45,162	\$51,936	\$65,971
INSPECTOR (PLUMBING) ***	\$45,162	\$51,936	\$65,971
INSPECTOR (STEEL CONSTRUCTION) ***	\$45,162	\$51,936	\$65,971
INSPECTOR (LOW PRESSURE BOILER)	\$42,007	\$48,308	\$60,907
MULTIPLE DWELLING SPECIALIST (BLDGS.)			
LEVEL I	\$49,210	\$56,592	\$65,654
LEVEL II	\$56,150	\$64,572	\$72,177
LEVEL III	\$61,816	\$71,088	\$81,957
PRIN. MULTIPLE DWELLING SPEC. (BLDG)	\$64,969	\$74,714	\$87,398
PRINCIPAL CONSTRUCTION INSPECTOR *	\$56,996	\$65,545	\$79,493
PRINCIPAL HOUSING INSPECTOR *	\$56,996	\$65,545	\$79,493
REHABILITATION SPECIALIST (HPD)	\$51,162	\$51,936	\$65,971
SENIOR BOILER INSPECTOR *	\$46,490	\$53,464	\$66,278
SENIOR CONSTRUCTION INSPECTOR *	\$46,490	\$53,464	\$66,278
SENIOR ELEVATOR INSPECTOR *	\$46,490	\$53,464	\$66,278
SENIOR HOIST & RIGGING INSPECTOR *	\$46,490	\$53,464	\$66,278
SENIOR HOUSING INSPECTOR *	\$46,490	\$53,464	\$66,278
SENIOR PLUMBING INSPECTOR *	\$46,490	\$53,464	\$66,278

*For Present Incumbents Only

**See Article II Section 4 (New Hires)

***40 Hour Work Week

Section 3. Wage Increases:

A. General Wage Increase

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

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

- i. The general increase in Section 3A(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on December 2, 2007;
- ii. The general increase in Section 3A(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on December 2, 2008.

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

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

Section 4. - New Hires

a. The appointment rate for any employee newly hired after December 3, 2007, and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a)(1) and 2(b)(1) of this Article III. On the two year anniversary of the employee's original date of appointment, such

employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsections 2(a)(i)(2) and 2(b)(i)(2) of this Article III.

- b. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3. c. (i) of this Article III.
- ii. Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before December 3, 2007, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 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.
 - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VIII of this Agreement.
- 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.

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

Title	Effective December 3, 2007
Inspector (Boiler)	\$960
Associate Inspector (Low Pressure Boiler)	\$960
Associate Inspector (Boilers)	\$1,088
Associate Inspector (Construction)	\$1,088
Associate Inspector (Elevator)	\$1,088
Associate Inspector (Hoist & Rigging)	\$1,088
Associate Inspector (Plumbing)	\$1,088
Associate Inspector (Housing)	\$1,088

Associate Inspector (Plastering)	\$1,088
Associate Inspector (Steel Construction)	\$1,088
Associate Rehabilitation Specialist (HPD)	\$1,088
Principal Multiple Dwelling Specialist (Buildings)	\$1,354

Section 8. - Assignment Differential

A. An assignment differential in the following pro-rated annual amount shall continue to be paid to the Associate Inspector (Elevator) assigned to supervise all Elevator Inspectors in the Borough of Manhattan. The 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 Date	Annual Amount
December 3, 2007:	\$1,749

B. An assignment differential in the pro-rata annual amount set forth below shall be paid to employees in the titles of Inspector (Housing) and Associate Inspector (Housing) who perform inspection work in the lead unit related to the use of the XRF machine or similar testing device. The 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.

Unless otherwise specified in this Agreement, the assignment differential set forth in this Section 8 shall be continued only for the duration of the applicable assignment. In the event that an affected employee is removed from an eligible assignment, such assignment differential shall be discontinued. Payment of an assignment differential shall not be considered as a promotion or change in title.

Effective Date	Annual Amount
December 3, 2007:	\$1,657

Section 9. - Assignment Level Increase

An employee assigned to Associate Inspector 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 amount indicated below, whichever is greater.

Effective Date	Annual Amount
December 3, 2007:	\$1,223

Section 10. - Service Increments:

The service increments set forth below shall be paid to eligible employees upon completion of the specified years of service in any title covered by this Agreement or any similar title. Eligible employees shall begin to receive such pro-rata payments on their anniversary date. The pro-rata payments provided for in this section shall be deemed included in the base rate for all purposes.

Years of Service	Effective December 3, 2007
After one year of service	\$ 239
After two years	\$ 894
After five years	\$1,546
After six years	\$2,022
After nine years	\$2,497
After eleven years	\$3,605
After twelve years	\$4,210
After fourteen years	\$5,448

Section 11. - Cleaning Allowance:

Effective as indicated a uniform cleaning allowance in the pro rata annual sum indicated below shall be paid to each covered employee required to wear a uniform supplied by the Employer:

Effective Date	Annual Amount
FY 2008	\$100
FY 2009	\$100

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, or its successor Agreement(s), the Welfare Fund provisions of that Citywide Agreement as amended or any successor(s) thereto shall apply to employees covered by this Agreement.

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

Section 2.

The 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 employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1(d) and 1(e) 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.

STEP I The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

NOTE: *The following **STEP I(a)** shall be 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 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 the 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 Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within 30 days after the completion of the hearing. The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of 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.

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 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.

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 fortyeight (48) hours' notice of all grievance hearings.

Section 10.

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 11.

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) 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 12.

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

Section 13. - Expedited Arbitration Procedure

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

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to

by the parties will act as the arbitrator of any issue submitted under the expedited procedure herein.

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

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

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 12 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) 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 and the Arbitrators 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 - TRANSFERS & REASSIGNMENTS

For purposes of this Article, a transfer shall mean the shifting of an employee from one location to another without any significant change in duties and responsibilities. Reassignment shall mean a change in assignment involving a substantial change in duties and responsibilities. The Employer shall not transfer or reassign any employee covered by this Agreement as a penalty without the presentation of charges in accordance with established disciplinary procedures.

In all transfers and reassignments of employees covered by this Agreement, the Employer shall give consideration to the employee's past record of performance, his ability to perform the duties required in the new assignment, seniority, travel distance and availability of a vacancy which can be filled. In the Department of Buildings and the Department of Housing Preservation and Development, a detailed schedule of all assignments and tours in all boroughs shall be given to the Union. These schedules shall show the Inspectors and Senior Inspectors assigned to each district and all such employees on special assignments. The Union shall have the opportunity to examine any new schedule at least eight (8) days before the effective date of such schedule.

The Employer agrees not to transfer or reassign duly elected officers, delegates and alternates of the Union without prior consultation with the Union. The number of elected officers, delegates and alternates shall not number more than thirty-five (35) for this purpose. The Union shall keep the Employer informed in writing of the names of its officials, delegates and alternate delegates and shall notify the Employer within eight (8) calendar days of any changes.

ARTICLE XIII - PHYSICAL FACILITIES & SAFETY

Section 1.

The Employer shall make reasonable effort to provide adequate, clean, safe and sanitary office and working space, in compliance with the applicable laws for all employees covered by this Agreement. The Employer shall, where feasible, provide each employee covered by this Agreement with the basic equipment, forms, books and other supplies required in the performance of the employee's work together with space for the overnight storage of same.

Section 2.

Whenever possible, all new code enforcement centers shall be air-conditioned and, if practicable, old centers not yet air-conditioned shall be converted to such as soon as possible.

Section 3.

The Department of Housing Preservation and the Department of Buildings' employees covered by this Agreement who are assigned to field inspection work in areas where there is a high incidence of crime, as may be determined by the City, shall be assigned to work in two-men teams. The two men assigned to such a team need not necessarily both be inspectors. The additional person, if not an inspector, shall be an able bodied civil service employee. The determination of the City in this matter shall not be subject to the grievance procedure. The operation of this provision shall be reviewed on a regular basis by the Labor-Management Committee.

ARTICLE XIV - WORK SCHEDULE

A change in work schedules affecting 50% of a unit or 30 or more in a unit of employees shall be made by the Employer only after prior discussion with the Union.

A unit of employees shall consist of a group of employees in the Department of Housing Preservation and Development and the Department of Buildings performing like or

comparable functions, i.e., night emergency, Citywide squad, Borough operations, RESCU, Manhattan Plumbing Inspectors and Citywide Borough Inspectors.

ARTICLE XV - PERSONNEL RECORDS

Within one week following a written request by the Union, the Employer shall make available for perusal by the Union such records in the possession of the Employer which indicate the name, address, employee number, status and effective dates of the appointment, reinstatement, promotion, retirement or other separation of any employee.

ARTICLE XVI - PARKING FACILITIES

The Employer shall, where feasible, make parking spaces available for the personal cars of employees receiving car allowances, on-street or off-street, near the various reporting locations, without any cost to the employee.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

Section 1.

Where feasible, the Employer agrees to determine and set aside during part of the regular work days the appropriate amount of time necessary for employees covered by this Agreement to perform the required writing, filing of forms and filing of papers regarding each inspection, observance or examination they perform.

Section 2.

Supervisory personnel or their subordinates selected by the Employer to present the Employer's position at any step of the grievance or disciplinary procedure set forth in Article VI of this Agreement shall not serve as either Hearing Examiner or Hearing Officer in the same matter at any other step of said procedure.

ARTICLE XVIII - FINANCIAL EMERGENCY ACT

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

ARTICLE XIX - APPENDICES

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

ARTICLE XX - SAVINGS CLAUSE

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

ARTICLE XXI - CONTRACTING-OUT CLAUSE

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

ARTICLE XXII - CIVIL SERVICE AND CAREER DEVELOPMENT

A joint committee composed of representatives of the Offices of Management and Budget, Labor Relations, the Department of Citywide Administrative Services, the Department of Housing Preservation and Development, the Department of Buildings and the Union shall meet to study problems related to career development and retention of personnel, and where necessary make recommendations to the appropriate Employer officials.

WHEREFORE, we have hereunto set our hands and seals this 23rd day of January, 2009.

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

BY: _____/s/_____ BY: _____/s/_____
JAMES F. HANLEY JOSEPH M. CORSO
Commissioner of Labor Relations President and Business Manager

APPROVED AS TO FORM:

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

SUBMITTED TO THE FINANCIAL CONTROL BOARD:
DATE:

UNIT: BUILDING AND CONSTRUCTION INSPECTORS
TERM: December 3, 2007 to December 15, 2009

Office Of Labor Relations
40 Rector Street, New York, New York 10016-1705
<http://nyc.gov/html/olr>

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

Mr. Joseph M. Corso, President
Allied Building Inspectors
Local 211, I.U.O.E.
225 Broadway - Suite 4300
New York, New York 10007

Re: 2007-2009 Building and Construction Inspectors Agreement

Dear Mr. Corso:

This is to clarify our mutual understanding that the addition of the word *written* in the grievance procedure in Article VI, Section 1 of the Agreement between the City of New York and the Allied Building Inspectors for the above period will not change the Union's ability to grieve a verbal order of a superior which is alleged to violate a written policy or order of an agency.

Very truly yours,

_____/s/_____
JAMES F. HANLEY

Office Of Labor Relations
40 Rector Street, New York, New York 10016-1705
http://nyc.gov/html/olr

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

Mr. Joseph M. Corso, President
Allied Building Inspectors
Local 211, I.U.O.E.
225 Broadway - Suite 4300
New York, New York 10007

Re: 2007-2009 Building and Construction Inspectors Agreement

Dear Mr. Corso:

This will confirm our understanding that within a reasonable time of receipt of a written request by the Union to this Office, the Office of Labor Relations shall make available for perusal by the Union a list containing the names and titles and effective dates of appointment of all employees from whom union dues or agency shop fees are being deducted.

Very truly yours,
/s/
JAMES F. HANLEY

Office Of Labor Relations
40 Rector Street, New York, New York 10016-1705
http://nyc.gov/html/olr

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

Mr. Joseph M. Corso, President
Allied Building Inspectors
Local 211, I.U.O.E.
225 Broadway - Suite 4300
New York, New York 10007

Re: 2007-2009 Building and Construction Inspectors Agreement

Dear Mr. Corso:

This will confirm our understanding and agreement that the terms of the so-called Toia memoranda dated December 11 and January 3, 1978, relating to the contracting out of architectural and engineering services shall apply in principle to the titles covered by the above Agreement for its term.

Very truly yours,
/s/
JAMES F. HANLEY

Office Of Labor Relations
40 Rector Street, New York, New York 10016-1705
http://nyc.gov/html/olr

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

Mr. Joseph Corso
President
Allied Building Inspectors
Local 211, I.U.O.E.
225 Broadway - Suite 4300
New York, New York 10007

Re: 2007-2009 Building and Construction Inspectors Agreement

Dear Mr. Corso:

This is to confirm the parties' mutual agreement and understanding regarding the disposition of Article III, Section 3., C. of the 2002-2005 Building and Construction Inspectors Agreement.

If, when, and as the Department of Buildings adopts a uniform dress code policy, Local 211 agrees to the following. The parties understand, agree and intend that employees shall change into and out of uniform outside of compensable hours, and that compensable time shall be calculated from

arrival at the first assignment until departure from the last work assignment exclusive of any unpaid meal period.

In lieu of providing time within the tour to change into and out of uniform, and predicated on the additional anticipated productivity gains. Employees in Mayoral agencies, only, shall receive an uncompounded general increase of one percent (1.0%) prospectively based on the salaries in effect as of the date of implementation of the dress code. The 1% increase provided herein is inclusive of a component for "mutual efforts in reducing paid sick leave usage" in the same amount and in the same manner as applied to other civilian Unions. Notwithstanding any other provision(s) of the collective bargaining agreement, the above-referenced uncompounded general wage increase shall be applied to the additions-to-gross in Article III, Sections 7, 8, 9 and 10, only.

If, for any reason, the dress code is not implemented by December 2, 2007, then the parties shall not be required to identify alternative productivity savings, the above-referenced uncompounded general wage increase shall not be applicable at all, and the provisions of Article III, Section 3., C. shall have no further force and effect.

If implementation of the dress code does occur prior to December 2, 2007, in the further event that any provision of this agreement shall at any time for any reason be adjudged to be invalid by a Court of competent jurisdiction, then the parties shall be required to negotiate a new agreement to identify alternative productivity savings to fund the increases provided herein. Upon the execution of such agreement, this agreement shall terminate. Pending the negotiation of such new agreement, this agreement shall be continued in its entirety, and if in the interim any adverse judicial decision is reversed, vacated or otherwise nullified, then the new agreement shall not be deemed necessary and this agreement shall continue.

Nothing contained herein shall limit or diminish the Employer's or the Union's rights pursuant to §12-307(b) of the New York City Collective Bargaining Law, except as specifically provided herein. Notwithstanding this, the Union waives its right to raise any claims of any nature relating to this agreement including, but not limited to, a claim of practical impact relating to the additional productivity gains achieved through this agreement, and the Union agrees that all matters subject to bargaining have been disposed of in this Agreement.

If the above accords with your understanding, please indicate your acceptance by executing the signature line below.

Very truly yours,
/s/
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF
Local 211, IUOE

By: /s/
Joseph Corso
President

Office Of Labor Relations
40 Rector Street, New York, New York 10016-1705
http://nyc.gov/html/olr

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

Mr. Joseph Corso
President
Allied Building Inspectors
Local 211, I.U.O.E.
225 Broadway - Suite 4300
New York, New York 10007

Re: 2007-2009 Building and Construction Inspectors Agreement

Dear Mr. Corso:

Effective on December 3, 2009, the bargaining unit shall have available funds not to exceed 0.25% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section or the hiring rate for new employees set forth in Section 4. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

If the above accords with your understanding, please indicate your acceptance by executing the signature line below.

VERY TRULY YOURS,
/s/
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF
LOCAL 211, IUOE

By: /s/
Joseph Corso
President

LANDMARKS PRESERVATION COMMISSION

NOTICE

BINDING REPORT

Table with columns: ISSUE DATE: 02/26/09, DOCKET #: 096556, SRB #: SRB 09-7701, ADDRESS: 365 JAY STREET, BROOKLYN FIRE HEADQUARTERS, INDIVIDUAL LANDMARK, BOROUGH: BROOKLYN, BLOCK/LOT: 147/2

To the Mayor, the Council, and the Commissioner, Dept. of Housing Preservation and Development. This report is issued pursuant to Sections 3020 and 854 (b) of the New York City Charter and Section 25-318 of the Administrative Code of the City of New York, which require a report from the Landmarks Preservation Commission for certain 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 restorative work at all facades including brick repointing and facade cleaning as required; at the front facade, patching and Dutchman repairs at the granite base; the removal of deteriorated decorative and flat brownstone as required, and patching or the installation of cast stone; the restoration of two lantern light fixtures; repointing all terra cotta and stone masonry joints; the removal of four (4) brownstone sills and the installation of cast stone; disassembling the sixth floor balcony, and reinstalling the terra cotta sections with stainless steel reinforcement; the installation of bird screens at the tower balcony openings; the removal and replacement of twenty-one (21) one-over-one uneven sash double-hung wood windows, two (2) three-over-three uneven sash double-hung wood windows, and four (4) single pane casement windows; the restoration of one wood oculous window at the tower; the removal of one (1) divided light eyebrow window, and the installation of a wood eyebrow window featuring three operable awning sashes at the center; at the rear facade, the removal of louvers and masonry infill from three basement window openings, and the installation of full louvers at one opening, and paired one-over-one double-hung aluminum windows at the other openings; the replacement of the concrete stairs and metal door at the areaway; the removal and replacement of forty-three (43) one-over-one aluminum double-hung windows; at the south elevation, the replacement of four (4) cast stone lintels; the replacement of forty-seven (47) one-over-one aluminum double-hung windows; at the north elevation, the installation of five (5) cast stone sills; at the main building roof, rebuilding the brick chimney, cleaning the skylights, the installation of new coping stones, and scraping and repainting the existing railing; rebuilding portions of the parapet wall as required; the installation of a modified bitumen roofing system, and the installation of one new skylight; the replacement of the batten seam sheet metal roofing and finial at the turret; the installation of a mechanical vent, replacement fans, and one (1) HVAC condensing unit; at the tower and main building roofs, the removal of asphalt shingles, and the installation of salvaged and new red clay Spanish tiles; painting all replacement window sash and historic brickmold reddish-brown (Benjamin Moore 2095-10 "Adirondack Brown"); the replacement of a portion of the concrete sidewalk at the southern entrance; and interior alterations at the cellar through sixth, and tower levels including changes to non-bearing partition walls, finishes, and plumbing, mechanical, and electrical systems; as shown in existing condition photographs and drawings A100 through A102, A200 through A207, A210 through A217, A220 through A226, A301, A302, A333, A401, A402, A501, A510 through A512, A520 through A522 dated December 13, 2008, prepared by Damon E. Strub, R.A., drawings A-310 through A-312, A-320, A-321, A-331 and A-332 dated December 13, 2008, prepared by Thomas Andrew Fenniman, R.A., and drawings M-1 through M-9, E-1 through E-8, FP-1, FP-2, P-0 through P-9, and SA-1 dated December 13, 2008, prepared by Shahram Lotfi, P.E.

In reviewing this proposal, the Commission notes that the designation report describes the Brooklyn Fire Headquarters, 365 Jay Street, as a Romanesque Revival style civic building designed by Frank Freeman, and built in 1892. The Commission further notes that Notice of Violation 89/0346 was issued December 2, 1988, for the "removal of doors without permit(s)."

With regard to this proposal, the Commission finds that the work is restorative in nature, and will aid in the long-term preservation of the building; that the cast stone sills will match the brownstone sills in terms of color, texture, profile, dimension and details; that the replacement roof tiles will match the historic tiles in terms of color, texture, profile, dimension and details; that the specified pointing mortars will be compatible with the historic masonry in terms of composition, and that it will match the historic masonry in terms of color, texture, and tooling; and that the facade cleaning will be undertaken using the gentlest means possible, and a water pressure not to exceed 500 psi. The Commission further finds in accordance with the Rules of the City of New York, Title 63, Section 2-14, that documentation reveals that the existing brownstone surfaces at the front facade are exfoliating, damaged, and otherwise unsound; that the proposal calls for the replication of the original texture, color, profiles, and details; that the proposal calls for damaged stone to be cut back to sound stone and the new surface be keyed into the sound stone and built up in successive layers using a cementitious mix with the top layer tinted and finished to match the original brownstone; and that the methods and materials proposed have been provided in the form of specifications. The Commission further finds in accordance with the R.C.N.Y., Title 63, Section 2-19, that the rooftop additions consist solely of mechanical equipment; that the installations do not result in damage to, or demolition of, a significant architectural feature of the roof of the structure; and that the units are not visible from a public thoroughfare. The Commission finally finds in accordance with the R.C.N.Y., Title 63, Section 3-04, that the historic wood brickmold will be maintained; and that the replacement windows match the historic windows in terms of configuration, operation, details, material, and finish.

PLEASE NOTE: This permit is used contingent upon the Commission's review and approval of test samples of the brownstone and granite patching mortar, and pointing mortars prior to the commencement of work. Please contact Carly Bond at the Landmarks Preservation Commission when samples are completed for a site inspection. This permit is also contingent on the understanding that the work will be performed by hand and when the temperature remains a constant 45 degrees Fahrenheit or above for a 72 hour period from the commencement of the work.

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

CHANGES IN PERSONNEL

COMMUNITY COLLEGE (MANHATTAN)
FOR PERIOD ENDING 02/06/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for Community College (Manhattan) for the period ending 02/06/09.

Table with columns: LAST NAME, FIRST NAME, TITLE, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for various departments for the period ending 02/06/09.

LOWERY	MEGHAN	O	04294	\$73.4417	APPOINTED	YES	01/18/09	KOHN	SAMUEL	04293	\$83.2883	INCREASE	YES	01/18/09	
LUM	AUDREY	M	04294	\$49.4667	DECREASE	YES	01/18/09	KOMATSUBARA	HIRO	04294	\$41.9667	DECREASE	YES	01/18/09	
LUM	AUDREY	M	04294	\$37.1000	INCREASE	YES	01/18/09	KOONTZ	LON	04294	\$31.4750	APPOINTED	YES	01/18/09	
LYONS	MIRIAM	T	04294	\$73.4417	APPOINTED	YES	01/18/09	KORZAN	DALE	04294	\$41.9667	APPOINTED	YES	01/18/09	
MA	BO		04294	\$31.4750	APPOINTED	YES	01/18/09	KOSKY	CHARLES A	04605	\$65.6200	DECREASE	YES	01/18/09	
MACARTNEY	KATHLEEN	W	04294	\$73.4417	INCREASE	YES	01/18/09	KRAMER	BRENT H	04294	\$35.6950	INCREASE	YES	01/18/09	
MACCARELLA	DAVID	A	04294	\$104.9167	INCREASE	YES	01/18/09	KRISHNAMACHARI	NAMBY	04293	\$53.5067	INCREASE	YES	01/18/09	
MACGILLIVRAY	STEPHEN	A	04294	\$41.9667	INCREASE	YES	01/18/09	KURTZ	CHERYL L	04294	\$86.5667	INCREASE	YES	01/18/09	
MACHOVIC	DOUGLAS		04294	\$41.9667	APPOINTED	YES	01/18/09	LACSAMANA	CORAZON	04294	\$87.2800	DECREASE	YES	01/18/09	
MACIEL	JORGE		04293	\$47.5933	INCREASE	YES	01/18/09	LAGRANCE	KLARA	04293	\$111.3900	INCREASE	YES	01/18/09	
MACKENZIE	MARGARET	A	04294	\$73.4417	INCREASE	YES	01/18/09	LAMARRE	RIRATOU	04294	\$73.4417	DECREASE	YES	01/18/09	
MACKENZIE	VIRGINIA	L	04294	\$123.6667	INCREASE	YES	01/18/09	LAMRINI	HANAE	10102	\$9.8500	APPOINTED	YES	01/20/09	
MAHONEY	NATHALIE	F	04294	\$76.3700	INCREASE	YES	01/18/09	LANDESMAN	PETER	04293	\$95.1867	INCREASE	YES	01/18/09	
MAJOR	MARK	G	04294	\$31.4750	INCREASE	YES	01/18/09	LANE	CARY S	04294	\$24.7333	INCREASE	YES	01/18/09	
MAKDISI	MICHAEL		04293	\$133.7667	DECREASE	YES	01/18/09	LANG	AVIS R	04294	\$35.5750	INCREASE	YES	01/18/09	
MALDONADO	SANDRA		04294	\$60.4320	DECREASE	YES	01/18/09	LANG	DAVID	04294	\$76.3700	INCREASE	YES	01/18/09	
MANDELKORN	STEVEN	J	04294	\$61.8333	INCREASE	YES	01/18/09	LANZ OCA	ENRIQUE	04294	\$31.4750	INCREASE	YES	01/18/09	
HENRY	CONRAD	A	04292	\$44.6700	DECREASE	YES	01/18/09	LAPKE	THOMAS	04294	\$31.4750	APPOINTED	YES	01/18/09	
HENRY	GAIRRE	E	04294	\$86.5667	INCREASE	YES	01/18/09	LARANGEIRA	CRISPIN	04294	\$86.5667	INCREASE	YES	01/18/09	
HENRY	LORRELE		04294	\$86.5667	INCREASE	YES	01/18/09	LAREDO	RENEE	04294	\$31.4750	DECREASE	YES	01/18/09	
HERBERT	MARY	K	04294	\$34.0550	INCREASE	YES	01/18/09	LARRINGTON	STEPHEN	04294	\$109.1000	INCREASE	YES	01/18/09	
HERSH	HADASSAH		04294	\$47.8178	DECREASE	YES	01/18/09	LARSEN	ALICE T	04294	\$104.9167	INCREASE	YES	01/18/09	
HITCHENS-MATTHE	DEBORAH	M	04294	\$22.7033	INCREASE	YES	01/18/09	LAWRENCE	BARBARA A	04608	\$49.4667	DECREASE	YES	01/18/09	
HOCHBAUM	WARREN		04294	\$123.6667	INCREASE	YES	01/18/09	LAZARUS	DAVID S	04294	\$104.9167	INCREASE	YES	01/18/09	
HOFFMAN	DANIEL	L	04293	\$59.4917	INCREASE	YES	01/18/09	LEE	VIRGINIA K	04294	\$49.4667	INCREASE	YES	01/18/09	
HOFFMAN	JAMES	D	04294	\$123.6667	INCREASE	YES	01/18/09	LEHMAN	ERIC G	04294	\$31.4750	APPOINTED	YES	01/18/09	
HOLZMAN	ERIC	B	04294	\$41.9667	APPOINTED	YES	01/18/09	LEMEKH	HALYNA	04294	\$118.9834	INCREASE	YES	01/18/09	
HONG	SEUNG-MO	J	04607	\$37.1300	INCREASE	YES	01/18/09	LENER	LINDA	04294	\$37.1000	INCREASE	YES	01/18/09	
HOPKINS	KATHLEEN	E	04294	\$123.6667	INCREASE	YES	01/18/09	LEVINE	ALAN	04293	\$86.6357	INCREASE	YES	01/18/09	
HOQUE	MOHAMED	R	04294	\$54.5000	DECREASE	YES	01/18/09	LEVINE	ERIC M	04294	\$41.9667	INCREASE	YES	01/18/09	
HOROWITZ	SUSAN		04293	\$133.7667	INCREASE	YES	01/18/09	LEVINSON	KENNETH	04685	\$51.2200	APPOINTED	YES	01/09/08	
HUANG	LAURA		04294	\$104.9167	INCREASE	YES	01/18/09	LEVY	GLADY G	04294	\$113.5167	INCREASE	YES	01/18/09	
HUGHES	INGRID	B	04294	\$86.5667	INCREASE	YES	01/18/09	LEVY	KARL E	04294	\$83.9333	INCREASE	YES	01/18/09	
HUIE	DUNCAN		04294	\$111.3000	DECREASE	YES	01/18/09	LEVY	SHELDON	04294	\$43.6400	INCREASE	YES	01/18/09	
HUMERA	FATHIMA		04293	\$123.7667	INCREASE	YES	01/18/09	LEWIS	ELLEN M	04294	\$104.9167	INCREASE	YES	01/18/09	
HUMPHREYS	PAULA	S	04294	\$111.3000	DECREASE	YES	01/18/09	LEWIS	KIMBERLY A	04294	\$41.9667	INCREASE	YES	01/18/09	
HUTCHISON	WILL	C	04294	\$113.5167	INCREASE	YES	01/18/09	LEWIS	PENELOPE W	04008	\$63064.0000	INCREASE	YES	02/01/09	
HUYETT	GERALD		04294	\$86.5667	INCREASE	YES	01/18/09	LI	JIA HUI	04294	\$31.4750	APPOINTED	YES	01/26/09	
IANNUZZI	GENE		04294	\$48.7313	INCREASE	YES	01/18/09	LI	LAWRENCE	04294	\$123.6667	DECREASE	YES	01/18/09	
INKELIS	ELLEN		04294	\$49.4667	DECREASE	YES	01/18/09	LIAO	ANNE S	04294	\$31.4750	DECREASE	YES	01/18/09	
IOAN	ELINORE	E	04294	\$76.1493	INCREASE	YES	01/18/09	LICHTENSTEIN	AARON	04291	\$164.0500	INCREASE	YES	01/18/09	
IRUKULAPATI	MARY	P	04294	\$104.9167	INCREASE	YES	01/18/09	LIN	ZHAO	04294	\$104.9167	INCREASE	YES	01/18/09	
ISHII	MINORU		04294	\$41.9667	APPOINTED	YES	01/18/09	LITERA	INA	04294	\$21.8200	INCREASE	YES	01/18/09	
JABOUIN	KINSLEY	R	04294	\$31.4750	DECREASE	YES	01/18/09	LITFIN	EDWARD	04294	\$43.6400	INCREASE	YES	01/18/09	
JACK	HULAN	J	04293	\$66.8833	INCREASE	YES	01/18/09	LITWIN	DIANE	04293	\$49.5067	INCREASE	YES	01/18/09	
JACKSON	EDWARD		04293	\$73.4417	INCREASE	YES	01/18/09	LJUJIC	ZELJKA	04294	\$104.9167	INCREASE	YES	01/18/09	
JACKSON	SHAWN	M	04294	\$123.6667	INCREASE	YES	01/18/09	LONDON	MONICA	04294	\$94.4250	INCREASE	YES	01/18/09	
JAFFE	RUSSELL	S	04294	\$31.4750	APPOINTED	YES	01/18/09	LOPEZ-OLIVO	RAFAEL	04294	\$94.4250	APPOINTED	YES	01/18/09	
JAGAI	MARK		04294	\$47.4333	INCREASE	YES	01/18/09	LOPEZ, JR.	JUAN A	04294	\$104.9167	INCREASE	YES	01/18/09	
JAIMAN	ANURAG		04294	\$61.8333	DECREASE	YES	01/18/09	LORDE	DAVID E	04294	\$49.4667	INCREASE	YES	01/18/09	
JAIPERSAUD	BISSOOND		04294	\$34.0550	DECREASE	YES	01/18/09	LOWE	SHANTI B	04293	\$83.2883	APPOINTED	YES	01/18/09	
JAMES	AYLEEN		04294	\$113.5167	INCREASE	YES	01/18/09	LOWENSTEIN	STEPHEN	04294	\$22.7033	INCREASE	YES	01/18/09	
JANOFF	MARJORIE	S	04294	\$76.3700	INCREASE	YES	01/18/09	LOWERY	MEGHAN	O	04294	\$73.4417	APPOINTED	YES	01/18/09
JAVAI	TANWEER		04294	\$123.6667	INCREASE	YES	01/18/08	LUM	AUDREY M	04294	\$49.4667	DECREASE	YES	01/18/09	
JENNER	DONALD		04294	\$123.6667	INCREASE	YES	01/18/09	LUM	AUDREY M	04294	\$37.1000	INCREASE	YES	01/18/09	
JENNER	SHU-HUEY	Y	04294	\$111.3000	INCREASE	YES	01/18/09	LYONS	MIRIAM T	04294	\$73.4417	APPOINTED	YES	01/18/09	
JEROME	CARLOS		04293	\$47.5933	INCREASE	YES	01/18/09	MA	BO	04294	\$31.4750	APPOINTED	YES	01/18/09	
JESHMARIDIAN	SAMVIL	S	04293	\$118.9833	INCREASE	YES	01/18/09	MACARTNEY	KATHLEEN W	04294	\$73.4417	INCREASE	YES	01/18/09	
JIA	WEIZHEN		04294	\$83.0083	INCREASE	YES	01/18/09	MACCARELLA	DAVID A	04294	\$104.9167	INCREASE	YES	01/18/09	
JOHNSON	AMANDA	C	04294	\$73.4417	APPOINTED	YES	01/18/09	MACGILLIVRAY	STEPHEN A	04294	\$41.9667	INCREASE	YES	01/18/09	
JOHNSON	JOHN		04294	\$113.5167	INCREASE	YES	01/18/09	MACHOVIC	DOUGLAS	04294	\$41.9667	APPOINTED	YES	01/18/09	
JOHNSON	ORITA		04294	\$34.0550	DECREASE	YES	01/18/09	MACIEL	JORGE	04293	\$47.5933	INCREASE	YES	01/18/09	
JOHNSON	SHAVONNE	R	04294	\$31.4750	INCREASE	YES	01/18/09	MACKENZIE	MARGARET A	04294	\$73.4417	INCREASE	YES	01/18/09	
JOHNSON	WENDY	C	04294	\$73.4417	INCREASE	YES	01/18/09	MACKENZIE	VIRGINIA L	04294	\$123.6667	INCREASE	YES	01/18/09	
JOINER	DANNIE		04294	\$113.5167	INCREASE	YES	01/18/09	MAHONEY	NATHALIE F	04294	\$76.3700	INCREASE	YES	01/18/09	
JORIF	ROLANDO	L	04293	\$35.6950	DECREASE	YES	01/18/09	MAJOR	MARK G	04294	\$31.4750	INCREASE	YES	01/18/09	
JUMARALLI	ZULAIKA		04294	\$31.4750	DECREASE	YES	01/18/09	MAKDISI	MICHAEL	04293	\$133.7667	DECREASE	YES	01/18/09	
KAGAN	NORMAN		04294	\$123.6667	INCREASE	YES	01/18/09	MALDONADO	SANDRA	04294	\$60.4320	DECREASE	YES	01/18/09	
KAMEN	HEATHER		04294	\$79.4617	INCREASE	YES	01/18/09	MANDELKORN	STEVEN J	04294	\$61.8333	INCREASE	YES	01/18/09	
KAMIS	JACK	A	04294	\$41.9667	INCREASE	YES	01/18/09	MANDELKORN	STEVEN J	04294	\$49.4667	INCREASE	YES	01/18/09	
KANE	REBECCA	D	04294	\$41.9667	APPOINTED	YES	01/18/09	MANDZIUK	MALGORZA	04293	\$47.5933	DECREASE	YES	01/18/09	
KANG	LV		10102	\$10.1700	APPOINTED	YES	12/11/08	MARGOLIN	CAROLE S	04294	\$83.9333	INCREASE	YES	01/18/09	
KANG	LV		10102	\$9.9600	APPOINTED	YES	01/08/09	MARINEZ	SOPHIE A	04294	\$41.9667	APPOINTED	YES	01/18/09	
KAPLAN	MARGARET		04294	\$123.6667	INCREASE	YES	01/18/09	MARINO	NICHOLAS R	04294	\$104.9167	INCREASE	YES	01/18/09	
KARAKAS	LISA		04294	\$31.4750	DECREASE	YES	01/18/09	MARKSTEIN	LINDA	04291	\$107.7417	INCREASE	YES	01/18/09	
KARASICK	ADEENA	M	04293	\$118.9833	INCREASE	YES	01/18/09	MARMOLEJO	EDISSON	04294	\$41.9667	INCREASE	YES	01/18/09	
KARNET	SUSAN		04293	\$115.8450	INCREASE	YES	01/18/09	MARRIN	JAMES F	04294	\$104.9167	INCREASE	YES	01/18/09	
KAROL	MICHAEL		04293	\$53.5067	INCREASE	YES	01/18/09	MARSHALL	DAVID M	04294	\$73.4417	INCREASE	YES	01/18/09	
KARUNAKARAN	CHITRA		04293	\$133.7667	INCREASE	YES	01/18/09	MASSARA	MARCELLE	04294	\$47.5933	INCREASE	YES	01/18/09	
KATWAROO	SHIRLEY		04293	\$89.2436	DECREASE	YES	01/18/09	MATOS	APOLINAR D	04294	\$104.9167	DECREASE	YES	01/18/09	
KATZ	BARI	L	04294	\$31.4750	APPOINTED	YES	01/18/09	MAURICI	ANTONIA	04294	\$102.1650	INCREASE	YES	01/18/09	
KAUFOLD, IV	VICTOR	J	04294	\$104.9167	INCREASE	YES	01/18/09	MAZZA	WILLIAM	04294	\$76.3700	INCREASE	YES	01/18/09	
KEARNEY	LEO		04294	\$79.4617	INCREASE	YES	01/18/09	MC DOUGALE	DENNIS J	04294	\$73.4417	INCREASE	YES	01/18/09	
KEE	LORI ANN		04294	\$54.5500	DECREASE	YES	01/18/09	MC GONIGLE	MARY ANN	04294	\$76.3700	INCREASE	YES	01/18/09	
KELBER	KARLI		04294	\$86.5667	INCREASE	YES	01/18/09	MC GONIGLE	THOMAS	04293	\$40.1300	INCREASE	YES	01/18/09	
KELLOGG	SHARON	L	04294	\$73.4417	INCREASE	YES	01/18/09	MC LOUGHLIN	VIRGINIA	04294	\$73.4417	INCREASE	YES	01/18/09	
KENNEDY	ANN MARI		04294	\$118.5833	DECREASE	YES	01/18/09	MCDARLE	HARRY	04294	\$86.5667	INCREASE	YES	01/18/09	
KENT	MICHAEL		04294	\$49.4667	INCREASE	YES	01/18/09	MCCARTHUR	SHIRLEY A	04294	\$73.4417	DECREASE	YES	01/18/09	
KHARGI	SHIROMAN		04294	\$31.4750	INCREASE	YES	01/18/09	MCCAMMON	ANNE O	04608	\$86.5667	INCREASE	YES	01/18/09	
KHOUSSA	TAMSIR		04294	\$104.9167											