



THE CITY RECORD

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TABLE OF CONTENTS

PUBLIC HEARINGS & MEETINGS

Administration for Children's Services	1293
Queens Borough President	1294
Citywide Administrative Services	1294
City Planning Commission	1294
City Planning	1299
Community Boards	1299
Environmental Protection	1300
Housing Preservation and Development	1300
Landmarks Preservation Commission	1300
Transportation	1301

PROPERTY DISPOSITION

Citywide Administrative Services	1301
Division of Municipal Supply Services	1301
Sale By Sealed Bid	1302

Police	1302
Auction	1302

PROCUREMENT

City University	1302
Citywide Administrative Services	1302
Division of Municipal Supply Services	1302
Vendor Lists	1302
Consumer Affairs	1302
Economic Development Corporation	1302
Contracts	1302
Education	1303
Division of Contracts and Purchasing	1303
Environmental Protection	1303
Health and Hospitals Corporation	1303
Homeless Services	1303
Office of Contracts and Procurement	1303
Housing Authority	1303
Purchasing Division	1304

Housing Preservation and Development	1304
Division of Maintenance	1304
Parks and Recreation	1304
Contract Administration	1304
Revenue and Concessions	1304
School Construction Authority	1304
Contract Administration	1304
Bureau of Contracts and Services	1305
AGENCY PUBLIC HEARINGS	
Chief Medical Examiner	1305
Citywide Administrative Services	1305
Office of the Criminal Justice	
Coordinator	1305
Design and Construction	1305
Health and Mental Hygiene	1305
Homeless Services	1306
Housing Preservation and Development	1306

Juvenile Justice	1306
Law	1306
Small Business Services	1306

AGENCY RULES

Mayor's Office of Environmental	
Coordinator	1307

SPECIAL MATERIALS

Citywide Administrative Services	1307
Comptroller	1308
Housing Preservation and Development	1308
Labor Relations	1308
Police	1319
Transportation	1319
Water Board	1319

LATE NOTICE

Parks and Recreation	1319
READERS GUIDE	1320

THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

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

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

ADMINISTRATION FOR CHILDREN'S SERVICES

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held at the Administration for Children's Services, 150 William Street, 9th Floor – Conference Room 9C-1, Borough of Manhattan, on April 21, 2009 commencing at 10:00 A.M. on the following:

IN THE MATTER of three (3) proposed contracts between the Administration for Children's Services of the City of New York and the contractor listed below, for the provision of Extraordinary Needs Foster Care Services. The term of the contract will be from approximately July 1, 2009 to June 30, 2010.

Contractor/Address

- 1) The Devereux Foundation
2012 Renaissance Blvd., King of Prussia, Pennsylvania 19406
PIN# 06809NEGAQ02 Amount \$134,594.00
- 2) Ferncliff Manor for the Retarded, Inc.
1154 Saw Mill River Road, Yonkers, New York 10710
PIN# 06809NEGAQ03 Amount \$ 829,889.00
- 3) Woods Services, Inc.
P.O. Box 36, Route 413, Langhorne, Pennsylvania 19047
PIN# 06809NEGAQ05 Amount \$ 2,055,046.00

The proposed contractors have been selected by means of the Negotiated Acquisition Extension process, pursuant to Section 3.04 (b)(2)(iii) of the Procurement Policy Board Rules.

IN THE MATTER of fifteen (15) proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of Bronx Foster Care Services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2010.

Contractor/Address

- 1) Abbott House
100 North Broadway, Irvington, New York 10533
PIN# 06899FC00001 Amount \$10,193,240
- 2) Cardinal McCloskey Services
2 Holland Avenue, White Plains, New York 10603
PIN# 06899FC00002 Amount \$14,734,560
- 3) Catholic Guardian Society and Home Bureau
1011 First Avenue, New York, New York 10022
PIN# 06899FC00003 Amount \$11,736,428

- 4) Catholic Guardian Society and Home Bureau
1011 First Avenue, New York, New York 10022
PIN# 06899FC00004 Amount \$23,980,961
 - 5) Children's Aid Society
105 East 22nd Street, Suite 100, New York, New York 10010
PIN# 06899FC00005 Amount \$11,477,148
 - 6) Episcopal Social Services of New York, Inc.
305 Seventh Avenue, 4th floor, New York, New York 10001
PIN# 06899FC00006 Amount \$12,159,882
 - 7) Family Support Services of NY
2530 Grand Concourse, Bronx, New York 10458
PIN# 06899FC00007 Amount \$21,045,532
 - 8) Good Shepherd Services
305 Seventh Avenue, New York, New York 10001
PIN# 06899FC00008 Amount \$7,397,144
 - 9) Graham Windham Services, Inc.
33 Irving Place, New York, New York 10003
PIN# 06899FC00009 Amount \$13,532,844
 - 10) Jewish Child Case Association of New York
120 Wall Street, New York, New York 10022
PIN# 06899FC00010 Amount \$12,170,631
 - 11) Leake and Watts Children's Home
463 Hawthorne Avenue, Yonkers, New York 10705
PIN# 06899FC00012 Amount \$16,824,932
 - 12) New York Foundling Hospital
590 Avenue of the Americas, New York, New York 10011
PIN# 06899FC00013 Amount \$14,871,902
 - 13) Salvation Army
120 West 14th Street, New York, New York 10011
PIN# 06899FC00015 Amount \$6,304,954
 - 14) St. Dominic Home
500 Western Highway, Blauvelt, New York 10913
PIN# 06899FC00016 Amount \$13,278,652
 - 15) The Children's Village Echo Hills
Dobbs Ferry, New York 10522
PIN# 06899FC00018 Amount \$3,749,572
- The proposed contractors have been selected by means of a Negotiated Acquisition Extension process, pursuant to Section 3-04 (b)(2)(iii) of the Procurement Policy Board Rules.
- IN THE MATTER** of nineteen (19) proposed contracts between the Administration for Children's Services of the City of New York and the contractor listed below, for the provision of Bronx-General Preventive Services. The term of the contract will be from approximately July 1, 2009 to June 30, 2010.
- Contractor/Address**
- 1) Astor Home for Children
6339 Mill Street, P.O. Box 5005
Rhinebeck, New York 12572-5005
PIN# 06899GP00001 Amount \$1,174,164.00

- 2) Cardinal McCloskey Services
Two Holland Avenue, White Plains, New York 10603
PIN# 06899GP00003 Amount \$1,229,204.00
 - 3) Catholic Guardian Society/Home Bureau
1011 First Avenue, New York, New York 10022
PIN# 06899GP00004 Amount \$2,073,691.00
 - 4) Children's Aid Society
105 East 22nd Street, New York, New York 10010
PIN# 06899GP00005 Amount \$695,786.00
 - 5) Citizen's Advice Bureau
2054 Morris Avenue, Bronx, New York 10453
PIN# 06899GP00006 Amount \$697,948.00
 - 6) Dominican Sisters Family Health Service
299 North Highland Avenue, Ossining, New York 10562
PIN# 06899GP00007 Amount \$509,020.00
 - 7) Episcopal Social Services of New York, Inc.
305 Seventh Avenue, New York, New York 10001
PIN# 06899GP00008 Amount \$783,425.00
 - 8) Graham Windham
33 Irving Place, New York, New York 10003
PIN# 06899GP00009 Amount \$782,035.00
 - 9) Jewish Board Family & Children's Services
120 West 57th Street, New York, New York 10019
PIN# 06899GP00011 Amount \$1,164,115.00
 - 10) Kingsbridge Heights Community Center
3101 Kingsbridge Terrace, Bronx, New York 10463
PIN# 06899GP00012 Amount \$582,804.00
 - 11) Leake and Watts Services, Inc.
463 Hawthorne Avenue, Yonkers, New York 10705
PIN# 06899GP00013 Amount \$1,132,084.00
 - 12) New York Foundling Hospital
590 Avenue of the Americas, New York, New York 10011
PIN# 06899GP00015 Amount \$1,919,223.00
 - 13) Good Shepherd Services
305 Seventh Avenue, 9th Floor
New York, New York 10001
PIN# 06899GP00016 Amount \$2,216,301.00
 - 14) Puerto Rican Family Institute, Inc.
145 West 15th Street, New York, New York 10011
PIN# 06899GP00017 Amount \$811,820.00
 - 15) The Salvation Army
120 West 14th Street, New York, New York 10011
PIN# 06899GP00018 Amount \$582,104.00
 - 16) SCAN-New York, Inc.
345 East 102nd Street, New York, New York 10029
PIN# 06899GP00019 Amount \$2,189,992.00
 - 17) St. Barnabas/Fordham-Tremont, Inc.
2021 Grand Concourse, Bronx, New York 10453
PIN# 06899GP00020 Amount \$696,351.00
 - 18) St. Dominic's Home
500 Western Highway, Blauvelt, New York 10913
PIN# 06899GP00022 Amount \$1,262,192.00
 - 19) Steinway Child & Family Services
41-36 27th Street, Long Island City, New York 11101
PIN# 06899GP00023 Amount \$780,874.00
- The proposed contractors have been selected by means of the Negotiated Acquisition Extension process, pursuant to Section 3-04 (b)(2)(iii) of the Procurement Policy Board Rules.
- IN THE MATTER** of seven (7) proposed contracts between the Administration for Children's Services of the City of New York and the contractors listed below, for the provision of

Family Rehabilitation Services. The term of the contracts will be from approximately July 1, 2009 to June 30, 2010.

Contractor/Address

1) Cardinal McCloskey Services
2 Holland Avenue, White Plains, NY 10603

PIN# 06899FR00001 **Amount** \$ 997,834.00

2) Dominican Sisters Family Health Service, Inc.
299 North Highland Avenue, Ossining, New York 10562

PIN# 06899FR00002 **Amount** \$ 465,053.00

3) Kingsbridge Heights Community Center
3101 Kingsbridge Terrace, Bronx, NY 10463

PIN# 06899FR00003 **Amount** \$ 865,215.00

4) Leake And Watts Services, Inc.
463 Hawthorne Avenue, Yonkers, NY 10705

PIN# 06899FR00004 **Amount** \$ 555,701.00

5) New York Foundling Hospital
590 Avenue of the Americas, New York, NY 10011

PIN# 06899FR00006 **Amount** \$1,415,637.00

6) SCAN-New York Volunteer Parent-Aides
Association, Inc., 345 East 102nd Street
New York, NY 10029

PIN# 06899FR00008 **Amount** \$2,198,501.00

7) The Salvation Army
120 West 14th Street, New York, NY 10011

PIN# 06899FR00007 **Amount** \$290,298.00

The proposed contractors have been selected by means of a Negotiated Acquisition Extension process, pursuant to Section 3-04(b)(2)(iii) of the Procurement Policy Board Rules.

A copy of the draft contracts are available for public inspection at the New York City Administration for Children's Services, Office of Child Welfare Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from April 10, 2009 through April 21, 2009, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Maribel Ruiz of the Office of Child Welfare Services Contracts at (212) 341-3513 to arrange a visit.

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QUEENS BOROUGH PRESIDENT**■ PUBLIC HEARINGS**

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

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

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

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

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

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

CD07 - ULURP #C090366 PCQ IN THE MATTER of an application submitted by the Department of Transportation and the Department of Citywide Administrative Services, pursuant to Section 197-c of New York City Charter, for the site selection and acquisition of property in an M3-1 district located at **130-31 Northern Boulevard**, Block 1791 Lots 52, 68, and 72 for the continued use as an asphalt plant, zoning map 10a, Flushing, Borough of Queens.

☛ a10-16

CITYWIDE ADMINISTRATIVE SERVICES**DIVISION OF REAL ESTATE SERVICES****■ PUBLIC HEARINGS**

NOTICE IS HEREBY GIVEN THAT A REAL PROPERTY PUBLIC HEARING ON ACQUISITIONS AND DISPOSITIONS, in accordance with Section 824 of the New York City Charter, will be held at 10:00 A.M. on April

22, 2009 in the Second Floor Conference Room, 22 Reade Street, in Manhattan.

IN THE MATTER of a proposed lease renewal and amendment and exercising of the option to lease under an existing license ("Lease Renewal") for The City of New York, as Tenant, of approximately 516,115 rentable square feet of space on the 1st, 2nd floors and mezzanine in a building located at 66-26 Metropolitan Avenue (Block 3605, Lot 1) in the Borough of Queens for the Department of Citywide Administrative Services ("DCAS"), Department of Records and Information Services ("DORIS") and Board of Elections ("BOE") to use as storage of municipal supplies, records and new electronic voting machines, or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

The proposed Lease Renewal for DCAS, DORIS and BOE located on the 2nd floor and mezzanine levels of the building shall be for a period of ten (10) years from February 10, 2011 through February 9, 2021, at an annual rent of \$3,038,218.75 (\$6.25 per square foot) from Substantial Completion to February 9, 2011, \$3,888,920.00 (\$8.00 per square foot) from February 10, 2011 through February 9, 2016, and \$4,618,092.50 (\$9.50 per square foot) from February 10, 2016 through February 9, 2021; the proposed rental terms for BOE located on the 1st floor level of the building shall commence upon the exercising of the option to lease, at an annual rent of \$210,000.00 (\$7.00 per square foot) through February 9, 2016, and \$255,000.00 (\$8.50 per square foot) from February 10, 2016 through February 9, 2021, payable in equal monthly installments at the end of each month.

IN THE MATTER of a proposed lease amendment for The City of New York, as Tenant, of approximately 85,236 rentable square feet of space (24,940 rentable square feet of office space and 60,296 rentable square feet of ancillary office space) on part of the 2nd floor, entire 3rd and 4th floors and part of the 5th floor in a building located at 1780 Grand Concourse (Block 2795, Lot 14) in the Borough of Bronx for the Board of Elections to use as office space and to store new electronic voting machines, or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

The proposed lease amendment shall be for a period of six (6) years from September 1, 2009 through August 31, 2015. The annual rent for the first five (5) years shall be at the rate of \$15.25 per annum square foot (for the office space portion) and \$7.00 per square foot (for the ancillary office space portion) adjusted commencing July 1, 2006 for the period April 1, 2006 to June 30, 2006 by a factor equal to 100% of the increases in the consumer price index as defined in the Lease utilizing September 1995 as the Base Date, payable in equal monthly installments at the end of each month. The annual rent for the sixth year shall be at the rate of \$17.25 per annum square foot (for the office space portion) and \$8.00 per square foot (for the ancillary office space portion) adjusted commencing each September and March by a factor equal to 100% of the increases in the consumer price index as defined in the Lease utilizing September 1995 as the Base Date.

IN THE MATTER of a proposed amendment of the lease for The City of New York, as Tenant, of approximately 35,452 rentable square feet of space on the 3rd floor in a building located at 33-00 Northern Boulevard (Block 214, Lot 210), in the Borough of Queens, for the Department of Cultural Affairs to use as offices and storage space, or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

The amendment shall provide for additional funds of \$75,000 be made available for renovation of the premises, increasing the total available from \$575,000 to \$650,000.00.

IN THE MATTER of a proposed lease for the City of New York, as tenant, of approximately 62,205 rentable square feet of space on the second and third floors and approximately 30,267 rentable square feet of parking space in the cellar and 2nd floor, in a building to be constructed at 4650 Broadway (Block 2175, Lot 1) in the Borough of Manhattan for the Police Department to use as an office, or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

The proposed lease shall be for a period of twenty (20) years from Substantial Completion of alterations and improvements, at an annual rent for office space of \$2,317,136.25 (\$37.25 per square foot) and for parking space of \$454,005.00 (\$15.00 per square foot) for the first five (5) years, \$2,612,610.00 (\$42.00 per square foot) for office space and \$499,405.50 (\$16.50 per square foot) for parking space for the following five(5) years, \$2,944,784.70 (\$47.34 per square foot) for office space and \$549,346.05 (\$18.15 per square foot) for parking space for the following five (5) years and \$3,318,636.75 (\$53.35 per square foot) for office space and \$604,431.99 (\$19.97 per square foot) for parking space for the last five (5) years, payable in equal monthly installments at the end of each month. There shall be three (3) months of free rent.

Further information, including public inspection of the proposed lease may be obtained at One Centre Street, Room 2000 North, New York, N.Y. 10007. To schedule an inspection, please contact Chris Fleming at (212) 669-7497.

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

TDD users should call VERIZON relay services.

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CITY PLANNING COMMISSION**■ PUBLIC HEARINGS**

NOTICE IS HEREBY GIVEN THAT RESOLUTIONS Have been adopted by the City Planning Commission scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street New York,

New York, on Wednesday, April 22, 2009, commencing at 10:00 A.M.

BOROUGH OF MANHATTAN**No. 1****TIMES SQUARE BID**

CDs 4 & 5 **N 090346 BDM**

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

No. 2 BATTERY PARK CITY SITE 3

CD 1 **N 090306 ZRM**

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

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

84-144

Location of curb cuts

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

- (a) for the #zoning lot# bounded to the north by a mapped public place, to the west by North Park, to the south by Chambers Street, and to the east by Marginal Street, the aggregate width of all curb cuts shall not exceed 40 feet;
- (b) for the #zoning lot# bounded by Warren Street to the north, River Terrace to the west, North End Avenue to the east and Park Place West to the south, the aggregate width of all curb cuts shall not exceed 30 feet, comprised of two 15 foot curb cuts;
- (c) for the #zoning lot# bounded by Murray Street to the north, River Terrace to the west, North End Avenue to the east and Vesey Place to the south, the aggregate width of all curb cuts shall not exceed 40 feet, including a 25 foot wide curb cut to the #accessory# off-street parking facility;
- (d) for the #zoning lot# south of First Place and east of Battery Place, the aggregate width of all curb cuts shall not exceed 50 feet;
- (e) for each #zoning lot# located on the east side of Battery Place;
 - (1) between First Place and ~~Third~~ Second Place, the aggregate width of all curb cuts shall not exceed 40 feet;
 - (2) between Second Place and Third Place, the aggregate width of all curb cuts shall not exceed 50 feet; and
- (f) for the #zoning lot# south of First Place and west of Battery Place, the aggregate width of all curb cuts shall not exceed 24 feet.

BOROUGH OF QUEENS**No. 3****CORD MEYER-FOREST HILLS REZONING**

CD 6 **C 090283 ZMQ**

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

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

No. 4**SPECIAL LONG ISLAND CITY DISTRICT TEXT AMENDMENT**

CD 2 **N 090304 ZRQ**

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

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

Article III - Commercial District Regulations

* * *

Chapter 7
Special Urban Design Regulations
* * *

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

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

Article XI - Special Purpose Districts

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

117-10
HUNTERS POINT SUBDISTRICT
* * *

117-23
Street Wall Location in Certain Designated Districts

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

* * *
117-40
COURT SQUARE SUBDISTRICT
* * *

117-401
General provisions

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

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

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

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

117-41
Court Square Subdistrict Plan

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

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

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

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

117-421
Special bulk regulations

- (a) #Developments# or #enlargements# that meet the minimum #floor area# and #zoning lot# standards of Section 117-44 and provide mandatory subway improvements as required by Section 117-44, may #develop# to a #floor area ratio# of 15.0.
#Developments# or #enlargements# that do not

meet the minimum standards of Section 117-44 shall not exceed the maximum #floor area ratio# of the designated district for the applicable #use#.

- (b) The following provisions shall not apply within the Court Square Subdistrict:

Section 33-13 (Floor Area Bonus for a Public Plaza)
Section 33-14 (Floor Area Bonus for Arcades)
Section 33-26 (Minimum Required Rear Yards)
Section 34-223 (Floor area bonus for a public plaza)
Section 34-224 (Floor area bonus for an arcade)
Section 34-23 (Modification of Yard Regulations).

- (c) The height and setback regulations of the underlying C5-3 District shall apply, except that:

- (1) No #building or other structure# shall exceed a height of 85 feet above the #base plane# within the area bounded by 23rd Street, 44th Road, a line 60 feet east of and parallel to 23rd Street, and a line 75 feet north of and parallel to 45th Road, and

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

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

* * *
117-423
Sidewalk widening

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

* * *
117-43
Mandatory Circulation Improvement

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

Table with 2 columns: #Lot Area# and Minimum Area of Pedestrian Circulation Space. Row 1: 15,000 to 40,000 sq. ft. 1 sq. ft. per 250 sq. ft. of #floor area#. Row 2: Above 40,000 sq. ft. 1 sq. ft. per 300 sq. ft. of #floor area#.

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

Such pedestrian circulation space shall meet the requirements set forth in Section 117-421 (Design standards for pedestrian circulation spaces). No sidewalk widenings or corner circulation spaces shall be permitted along 23rd Street within the Court Square Subdistrict.

117-431
Design standards for pedestrian circulation spaces

- (a) Sidewalk widening

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

- (1) Dimensions
A sidewalk widening shall have a width no less than 6 feet nor greater than 10 feet measured perpendicular to the #street line#, and shall be contiguous along its entire length to a sidewalk.
Permitted interruptions

Only under the following conditions shall any interruptions of the continuity of a qualifying sidewalk widening be permitted.

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

- (2) Permitted obstructions
A sidewalk widening shall be unobstructed from its lowest level to the sky except for temporary elements of weather protection, such as awnings or canopies, provided that the total area (measured on the plan) of such elements does not exceed 20 percent of the sidewalk widening area, and that such elements and any attachments thereto are at least 8 feet above the #curb level#, and that any post or other support for such element or any attachment to the support has a maximum horizontal dimension of 6 inches.

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

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

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

- (b) Corner circulation space
A corner circulation space is a small open space on the #zoning lot# of a #development# or #enlargement#, adjoining the intersection of two

#streets#, at the same elevation as the adjoining sidewalk or sidewalk widening and directly accessible to the public at all times. A corner circulation space shall meet the following requirements:

- (1) Dimensions
A corner circulation space shall have a minimum area of 200 square feet, a minimum depth of 15 feet measured along a line bisecting the angle of intersecting #street lines#, and shall extend along both #street lines# for at least 15 feet but not more than 40 feet from the intersection of the two #street lines#.
(2) Obstructions
A corner circulation space shall be clear of all obstructions, including, without limitation, door swings, building columns, #street# trees, planters, vehicle storage, parking or trash storage. No gratings except for drainage are permitted.
(3) Building entrances
Entrances to ground level #uses# are permitted from a corner circulation space. An entrance to a building lobby is permitted from a corner circulation space, provided that the entrance is at no point within 20 feet of the intersection of the two #street lines# which bound the corner circulation space.
(4) Permitted overlap
A corner circulation space may overlap with a sidewalk widening.
(e) Building entrance recess area
A building entrance recess area is a space which adjoins and is open to a sidewalk or sidewalk widening for its entire length and provides unobstructed access to the building's lobby entrance. A building entrance recess area shall meet the following requirements.

117-44
Mandatory Subway Improvements

#Developments# or #enlargements# containing at least 70,000 square feet of total #floor area# on #zoning lots# of at least 10,000 square feet shall provide mandatory subway improvements as described in Appendix B of this Chapter
(a) #Zoning lots# with at least 5,000 square feet of #lot area#
#Developments# or #enlargements# on #zoning lots# with 5,000 square feet or more of #lot area#, which front on a sidewalk containing a sidewalk entrance(s) into a subway, shall relocate the stairway or entrance(s) to the subway onto the #zoning lot# in accordance with the provisions of Section 37-40 (Off-Street Relocation or Renovation of a Subway Stair), with the exception that, in addition to the waivers provided by Section 37-44, the additional standards for location, design and hours of public accessibility contained in Section 37-41 may be waived upon a finding by the Metropolitan Transportation Authority that they are undesirable or unnecessary to ensure a good overall design.
(b) #Zoning lots# with at least 10,000 square feet of #lot area#
#Developments# or #enlargements# on Blocks 1, 2 or 3, identified in Appendix B (Court Square Subdistrict Plan Map and Description of

Improvements) of this Chapter, containing at least 70,000 square feet of #floor area# on #zoning lots# of at least 10,000 square feet of #lot area# shall provide mandatory subway improvements as described in paragraph (a) for Block 1, paragraph (b) for Block 2 and paragraph (c)(1) for Block 3 in Appendix B.

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

117-441
Standards and procedures for mandatory subway improvements

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

117-50
QUEENS PLAZA SUBDISTRICT

- 117-531
Street wall location
(g) For any #development# or #enlargement# on a #zoning lot# located on Jackson Avenue between 42nd Road and Queens Plaza South, the #street wall# fronting on Jackson Avenue may be set back ten five feet from the #street line# only upon certification of the Chairperson of the City Planning Commission to the Department of Buildings that the Jackson Avenue sidewalk adjacent to the #zoning lot# will be landscaped in accordance with a plan acceptable to the Department of Transportation and the Chairperson. Such plan shall include five planting beds that shall contain a mixture of deciduous and evergreen shrubs, ground covers and flowers. Such planting beds shall be installed and maintained by the owner of the #development# or #enlargement#. The #street wall# of any subsequent #development# or #enlargement# shall be located no closer to nor further from the #street line# than the #street wall# of an adjacent existing #building#.

Appendix B
Court Square Subdistrict Plan Map and Description of Improvements

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

- (a) #- Block #-1
(+) A subway improvement, to consist of a connection between the G and 7 lines and maintenance of glass partitions in the control area of the E/F Ely Avenue mezzanine and near the control area of the G mezzanine which are to be installed by the developer of #-Block #-2. The developer shall notify the Chairperson of the City Planning Commission upon both application for and issuance of a first building permit for the #development# on this #block#.
(b) # Block #-2
(+) A subway improvement, to consist of a connection between the E/F and G lines, preparation of preliminary plans for a G/7 connection and installation of glass partitions in the control area of the E/F Ely Avenue mezzanine and near the control area of the G mezzanine upon receipt of a written request by the Chairperson of the City Planning Commission, which shall occur only after the issuance of a first building permit for the #development# on #-Block #-1.
(c) #-Block #-3
(1) A subway improvement, to consist of construction of a building entrance within

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

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

CITYWIDE
No. 5
PRIVATELY OWNED PUBLIC PLAZAS FOLLOW-UP TEXT AMENDMENT

CITYWIDE N 090317 ZRY
IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Section 201 of the New York City Charter for an amendment of the Zoning Resolution of the City of New York relating to Article III, Chapter 7 (Special Urban Design Regulations concerning provisions related to privately owned public plazas.

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

ARTICLE III
COMMERCIAL DISTRICT REGULATIONS

Chapter 7
Special Urban Design Regulations

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

37-62
Changes to Existing Publicly Accessible Open Areas

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

37-70
PUBLIC PLAZAS

37-71
Basic Design Criteria

37-712
Area dimensions
A #public plaza# shall contain an area of not less than 2,000 square feet. In no case shall spaces between existing #buildings# remaining on the #zoning lot# qualify as #public plazas#. In addition, in order to preserve the provisions relating to the boundaries, proportions and obstructions of #public plazas#, on any one #zoning lot#, an open area which does not qualify for bonus #floor area# may not be located between two #public plazas#, or between a #public plaza# and a #building# wall or #arcade# of the #development#.

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

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

37-713
Locational restrictions
No #public plaza#, or portion thereof, shall be located within 175 feet of an existing #publicly accessible open area# or #public park#. The distance of 175 feet shall be measured along the #street# on which the existing amenity fronts. No #public plaza#, or portion thereof, shall be located within 175 feet of an existing #publicly accessible open area# or #public park# as measured along the #street line# on which the existing amenity fronts if the #public plaza# is to be located on the same side of the #street#, or as measured along the directly opposite #street line# if the #public plaza# is to be located on the other side of the #street#. Such distance shall include the width of any #street# that intersects the #street#

on which the amenity fronts.

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

* * *

37-72 Access and Circulation

37-721 Sidewalk frontage

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

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

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

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

- (a) At least 50 percent of such area shall be free of obstructions and comply with the following provisions:
 - (1) At least 50 percent of the #public plaza# frontage along each #street line# or sidewalk widening line shall be free of obstructions; and
 - (2) Such unobstructed access area shall extend to a depth of 15 feet measured perpendicular to the #street line#. The width of such access area need not be contiguous provided that no portion of such area shall have a width of less than five feet measured parallel to the #street line#, and at least one portion of such area shall have a width of at least eight feet measured parallel to the #street line#.
- (b) In the remaining 50 percent of such area, only those obstructions listed in Section 37-726 (Permitted Obstructions) shall be allowed, provided such obstructions are not higher than two feet above the level of the public sidewalk fronting the #public plaza#, except for light stanchions, public space signage, railings for steps, trash receptacles, trees and fixed or moveable seating and tables. Furthermore, planting walls or trellises, water features and artwork may exceed a height of two feet when located within three feet of a wall bounding the #public plaza#.

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

* * *

37-724 Subway entrances

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

* * *

37-726 Permitted obstructions

- (d) Prohibition of garage entrances, driveways, parking spaces, loading berths, exhaust vents, mechanical equipment and building trash storage facilities
- * * *
- No exhaust vents or mechanical equipment are permitted on any #public plaza# or on the any building wall of the #development# fronting upon the #public plaza#, except that unless such exhaust vents on the building wall that are more than 15 feet above the level of the adjacent #public plaza#

shall be permitted. All exhaust vents and mechanical equipment located adjacent to a #public plaza# shall be separated from it by a barrier sufficient to substantially, visually and audibly, conceal their presence and operation. Air intake vents or shafts shall be permitted within a #public plaza# provided that such vents are concealed from public view by planting or other design features and that such vents do not impair visibility within the #public plaza# area.

* * *

37-728 Standards of accessibility for persons with disabilities

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

37-73 Kiosks and Open Air Cafes

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

- (a) Kiosks

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

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

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

- (b) Open air cafes

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

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

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

- (c) Certification

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

- (1) such #use# promotes public use and enjoyment of the #publicly accessible open area#;
- (2) such #use# complements desirable #uses# in the surrounding area;
- (4)(3) the owners of such #use# or the building owner will maintain such #use# in accordance with the provisions of Section 37-77 (Maintenance) shall be responsible for the maintenance of such kiosk or open air cafe, which shall be located within areas designated on building plans as available for occupancy by such #uses# and no encroachment by a kiosk or open air cafe outside an area so designated shall be permitted;
- (5)(4) such #use# does not adversely impact visual and physical access to and throughout the #publicly accessible open area#;
- (3)(5) such #use#, when located within a #public plaza#, is provided in accordance with all the requirements set forth in this Section;
- (6) for kiosks and open air cafes located within an existing #publicly accessible open area# such #use#, is proposed as part of a general improvement of the #publicly accessible open area# where necessary, including as much landscaping and public seating as is feasible, in accordance with the standards for #public plazas#;
- (7) a #sign# shall be provided in public view within the cafe area indicating the days and hours of operation of such cafe; and
- (8) for kiosks that are in operation less than 225 days per year, an off-season plan has been submitted to the Chairperson showing that such kiosks will be completely removed from the #publicly accessible open area# when not in operation, that the area previously occupied by the kiosk is returned to public use and such area is in compliance with the applicable #publicly accessible open area# design standards.

- (d) Process

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

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

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

All applications for the placement of kiosks or open air cafes within a #publicly accessible open area# filed with the Chairperson of the City Planning Commission shall include a detailed site plan or plans indicating compliance with the provisions of this Section, including the layout and number of tables, chairs, restaurant equipment and heating lamps, as well as the storage location for periods when the kiosk or open air cafe is closed. Where a kiosk or open air cafe is to be located within an existing #publicly accessible open area# each kiosk or open air cafe application must be accompanied by

a compliance report in accordance with the requirements of Section 37-78, paragraph (b)(c). ~~except that date of inspection shall be within 15 days of the date that the application is filed.~~ Where design changes to #publicly accessible open areas# are necessary in order to accommodate such kiosk or open air café, or to comply with paragraph (c)(6) of this Section, a certification pursuant to Section 37-625 (Design Changes) shall be required.

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

* * *
37-741 Seating
 * * *

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

(3) At least 50 percent of the linear feet of fixed seating shall have backs at least 14 inches high and a maximum seat depth of 20 inches. Walls located adjacent to a seating surface shall not count as seat backs. All seat backs must either be contoured in form for comfort or shall be reclined from vertical between 10 to 15 degrees.

(4) Moveable seating or chairs, excluding seating for open air cafes, may be credited as 24 inches of linear seating per chair. Moveable seating provided as a required amenity shall be provided in the amount of one chair per 200 square feet of #public plaza# area. One table shall be provided for every four such moveable chairs.

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

* * *
37-742 Planting and trees

The provisions of this Section are intended to facilitate a combination of landscaping elements in order to provide comfort, shade and textural variety.

At least 20 percent of the area of a #public plaza# shall be comprised of planting beds with a minimum dimension of two feet, exclusive of any bounding walls.

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

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

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

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

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

* * *
37-747 Public space signage

Entry and information plaques shall be provided, as

described in Section 37-751 (Public space signage systems).

37-75 Signs

37-751 Public space signage systems

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

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

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

* * *
37-753 Accessory signs
 A #public plaza# shall be treated as a #street# for the purposes of the applicable #sign# regulations. #Signs#, except for the plaque required by Section 37-751, are permitted only as #accessory# to #uses# permitted within the #public plaza# and #uses# adjoining the #public plaza#, and are otherwise regulated by the applicable district regulations set forth in Section 32-60 (SIGN REGULATIONS).

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

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

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

- (a) each establishment fronting on the #public plaza# shall be permitted to have not more than one #sign# affixed to the building wall fronting on the #public plaza#;
- (b) all #signs# shall be non-illuminated#;
- (c) all #signs# shall contain only the building or establishment name and address;
- (d) all #signs accessory# to retail #uses# affixed to building walls may not exceed four square feet in size;
- (e) all #accessory signs# located within the #public plaza#, including structures to which the signs are affixed, shall not be higher than three feet above

the level of the adjoining public access area. Such #signs# shall not exceed an area of two square feet. In addition, no portion of such sign facing the #street# shall exceed a width of 16 inches, except for corner #public plazas#, this limitation shall apply on only one #street# frontage. If such #sign# is associated with a #building# used for office uses, such #sign# shall contain only the names of principal building tenants and shall also contain the public space symbol as described in Section 37-751 and the words "Open to Public" in lettering at least two inches in height; and

(f) all #signs# located on permitted canopies or awnings within the #public plaza# shall contain only the building or establishment name and shall not exceed a height of one foot.

37-76 Mandatory Allocation of Frontages for Permitted Uses

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

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

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

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

The building frontage All new building walls fronting on the major and minor portions of the #public plaza# shall be treated with clear, untinted transparent material for 50 percent of its surface area below 14 feet above the #public plaza# level, or the ceiling level of the ground floor of the #building#, whichever is lower. Any non-transparent area fronting on the major or minor portion of a #public plaza# shall be treated with a decorative element or material or shall be planted to a minimum height of 15 feet above the #public plaza#.

37-77 Maintenance

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

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

(c) Performance bond

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

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

or City securities that the building owner is required to provide.

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

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

Effective January 1, 1980, and at five year intervals thereafter, the City Planning Commission shall establish new rates for the mandatory tree planting, moveable seating and litter free maintenance of the #public plaza#.

37-78 Compliance

(a) Building permits

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

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

All plans for #public plazas# or other #publicly accessible open areas# that are the subject of a certification pursuant to Section 37-625 shall be filed and duly recorded in the Borough Office of the City Register of the City of New York, indexed against the property in the form of a legal instrument, in a form satisfactory to the Chairperson, providing notice of the certification of the #public plaza#, pursuant to this Section. Such filing and recording of such instrument shall be a precondition to certification. The recording information shall be included on the certificate of occupancy for any #building#, or portion thereof, on the #zoning lot# issued after the recording date. No temporary or final certificate of occupancy shall be issued for any bonus #floor area# generated by a #public plaza# unless and until the #public plaza# has been substantially completed in accordance with the approved plans, as verified by the Department of City Planning and certified to the Department of Buildings.

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

(b) Periodic compliance reporting

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

- (1) a copy of the original #public plaza# or design change certification letter, and if applicable, any approval letter pertaining to any other authorization or certification pursuant to this Chapter;
- (2) a statement that the #public plaza# #publicly accessible open area# has been inspected by such registered architect, landscape architect or professional

engineer and that the #public plaza# such open area is in full compliance with the regulations under which the #public plaza# it was approved as well as the approved plans pertaining to such #public plaza# open area and, if applicable, the requirements of any other authorization or certification pursuant to this Chapter, or non-compliance with such regulations and plans;

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

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

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

(c) Compliance reports at time of application

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

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

- (1) such report shows non-compliance with the regulations under which the #public plaza# #publicly accessible open area# was approved, conditions or restrictions of a previously granted certification or authorization, or with the approved plans pertaining to such #public plaza# #publicly accessible open area#; or
- (2) the #public plaza# #publicly accessible open area# has been the subject of one or more enforcement proceedings for which there have been final adjudications of a violation with respect to any of the foregoing.

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

(d) Failure to comply

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

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

* * *

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

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

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

a9-22

CITY PLANNING

PUBLIC HEARINGS

FORMULATION of PROPOSED 2010 CONSOLIDATED PLAN FIVE-YEAR STRATEGIC PLAN

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

The Consolidated Plan defines the use of federal entitlement funds for housing, homeless assistance, supportive housing services and community development programs and is required by the United States Department of Housing and Urban Development (HUD). It consolidates the statutory requirements of the Cranston-Gonzalez Housing Act's Comprehensive Housing Affordability Strategy, and the City's application for the four HUD Office of Community Planning and Development entitlement programs: Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Shelter Grants (ESG), and Housing Opportunities for Persons with AIDS (HOPWA). The report will define the use of these federal funds for Consolidated Plan Program Years 2010 - 2014.

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

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

m31-a13

COMMUNITY BOARDS

PUBLIC HEARINGS

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

BOROUGH OF QUEENS

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

C090366PCQ

130-31 Northern Boulevard
Application submitted by the Department of Transportation and the Department of Citywide Administrative Services pursuant to Section 197-c of the New York City Charter, for the site selection and acquisition of property for use as an asphalt plant.

C090320PPQ

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

BSA# 30-09-BZ

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

BSA# 41-06-BZ

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

a7-13

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

BOROUGH OF QUEENS

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

#246-01-BZ

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

a7-13

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

BOROUGH OF STATEN ISLAND

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

Agenda

Citywide Statement of Needs for Fiscal Years 2010-2011.

a8-14

ENVIRONMENTAL PROTECTION

NOTICE

NOTICE IS HEREBY GIVEN that, pursuant to Title 5, Chapter 3, Subchapter 3 of the Administrative Code of the City of New York, a public hearing will be held at, 22 Reade Street, Borough of Manhattan on Wednesday, April 22, 2009, at 10:00 A.M. on the following:

REAL PROPERTY PUBLIC HEARING in the matter of the acquisition by the City of New York of fee simple (Fee) and conservation easement (CE) interests, and by the Watershed Agricultural Council (WAC) of conservation easement interests using funds provided by the City of New York on the following real estate in the Counties of Delaware, Dutchess, Greene, Putnam, Schoharie, Sullivan and Ulster for the purposes of preserving and preventing the contamination or pollution of the water supply of the City of New York:

NYC ID	County	Municipality	Type	Tax Lot ID	Acres (+/-)
5488	Delaware	Andes	CE	282.-1-1	130.00
5754		Delhi	Fee	p/o 171.-12	63.53
2888		Franklin	CE	167.-3-11.1	216.24
7164		Hamden	Fee	232.-1-2.2	100.70
7055		Middletown	Fee	284.-1-82.2 & 82.3	49.10
3149		Roxbury	Fee	91.-1-69	73.20
3655		Roxbury	Fee	113.-1-40.11	8.79
5307		Roxbury	Fee	71.-2-10	27.75
5987		Roxbury	Fee	p/o 180.-1-17.1	90.40
6118		Roxbury	WAC	158.-1-1	263.00
3161	Dutchess	East Fishkill	Fee	6555-00-437358-0000	12.70
5127		East Fishkill	Fee	6655-02-829870-0000	2.92
3965	Greene	Ashland	Fee	59.00-1-17.1	62.77
7131		Ashland	Fee	76.00-2-36 & 93.00-2-26	70.08
5766		Halcott	CE	125.00-1-10 & 142.00-1-2	208.53
5228		Hunter	Fee	164.00-1-1	6.50
7410		Hunter	Fee	163.00-3-8.1	24.20
1628		Jewett	CE	146.00-4-1	180.97
7031		Prattsville	Fee	91.00-1-13	5.24
3003	Putnam	Kent	Fee	33.-1-13	1.01
3354		Kent	Fee	42.8-1-1	3.73
4353		Kent	Fee	22.17-1-4	3.18
7001		Kent	Fee	31.-2-67	4.10
5421	Schoharie	Conesville	Fee	194.-4-2	7.60
1525	Sullivan	Fallsburg	Fee	6.-1-5.2	37.21
1525		Neversink	Fee	45.-1-15.8, 15.9. 15.10	31.39
6039		Neversink	WAC	p/o 33.-1-35	36.00
6119		Neversink	WAC	11.-1-16 & 17	231.19
3782	Ulster	Denning	CE	p/o 42.-1-2	87.00
30		Olive	Fee	45.3-1-11.220	9.08
429		Olive	Fee	36.3-2-5 & 28	24.82
2005		Woodstock	Fee	14.-2-3.120	33.83
7213		Woodstock	Fee	15.-1-1-45	19.30

A copy of the Mayor's Preliminary Certificates of Adoption and maps of the real estate to be acquired are available for public inspection upon request. Please call (845) 340-7810.

☛ a10

HOUSING PRESERVATION & DEVELOPMENT

NOTICE

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

The time and place of the hearing is as follows:

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

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

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

Any person in attendance at this meeting shall be given a reasonable opportunity to present oral or written statements and to submit other documents concerning the proposed acquisition. Each speaker shall be allotted a maximum of five (5) minutes. In addition, written statements may be submitted to the Department of Housing Preservation and Development at the address stated below, provided the comments are received by 5:00 P.M. on April 27, 2009 (5 working days after the public hearing date).

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

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

a7-13

LANDMARKS PRESERVATION COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, chapter 3 of the Administrative Code of the City of New York (Sections 25-307, 25-308, 25,309, 25-313, 25-318,

25-320) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), on Tuesday, **April 21, 2009** at 9:30 A.M. in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

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

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

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

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

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

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

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

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

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-5670 - Block 611, lot 8-247 West 4th Street - Greenwich Village Historic District

A Federal style rowhouse built in 1828. Application is to excavate the rear yard, to construct a rear yard addition, and modify an existing rooftop addition. Zoned R6.

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

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN
09-2361- Block, 7777 lot 777 - 97-99 7th Avenue South - Greenwich Village Historic District
A converted garage building built in 1919. Application is to modify a fence installed without Landmarks Preservation Commission permits.

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

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

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

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

MODIFICATION OF USE AND BULK
BOROUGH OF MANHATTAN 09-3804 - Block 1121, lot 25-15 West 68th Street - Upper West Side/Central Park West Historic District
A Beaux Arts style rowhouse designed by Buchman & Fox and built in 1909-10. Application is to request that the Landmarks Preservation Commission issue a report to the City Planning Commission relating to an application for a Modification of Use pursuant to Section 74-711 of the Zoning Resolution. Zoned R8B.

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

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

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

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

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

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

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

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

CERTIFICATE OF APPROPRIATENESS

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

CERTIFICATE OF APPROPRIATENESS

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

CERTIFICATE OF APPROPRIATENESS

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

a8-21

MEETING

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

a9-13

TRANSPORTATION

PUBLIC HEARINGS

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

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

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

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

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

For the period July 1, 2008 to June 30, 2009 - \$15,057
For the period July 1, 2009 to June 30, 2010 - \$15,496
For the period July 1, 2010 to June 30, 2011 - \$15,935
For the period July 1, 2011 to June 30, 2012 - \$16,374
For the period July 1, 2012 to June 30, 2013 - \$16,813
For the period July 1, 2013 to June 30, 2014 - \$17,252
For the period July 1, 2014 to June 30, 2015 - \$17,691
For the period July 1, 2015 to June 30, 2016 - \$18,130
For the period July 1, 2016 to June 30, 2017 - \$18,569
For the period July 1, 2017 to June 30, 2018 - \$19,008

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

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

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

the maintenance of a security deposit in the sum of \$25,400,

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

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

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

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

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

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

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

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

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

the maintenance of a security deposit in the sum of \$15,200, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

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

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

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

a9-29

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 40 Worth Street, Room 814 commencing at 2:00 P.M. on Wednesday, April 15, 2009. Interested Parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 40 Worth Street, 9th Floor South, New York, NY 10013, or by calling (212) 442-8040.

#1 In the matter of a proposed revocable consent authorizing Museum of Arts and Design to construct, maintain and use 4 benches on the south sidewalk of Columbus Circle and 3 benches on the west sidewalk of

Broadway at 2 Columbus Circle, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Date of Approval by the Mayor to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

From the Approval Date to June 30, 2019 - \$1050/annum

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

#2 In the matter of a proposed revocable consent authorizing 712 St. Nicholas Company Inc. to continue to maintain and use a fenced-in area on the east sidewalk of St. Nicholas Avenue, north of 145th Street, in the Borough of Manhattan. The proposed revocable consent is for a term from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2008 to June 30, 2019 - \$25/annum

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

#3 In the matter of a proposed revocable consent authorizing Joseph Jaffoni and Gerri Ann Stern Jaffoni to continue to maintain and use a stoop and a fenced-in area on the north sidewalk of West 12th Street, between Greenwich Street and Hudson Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

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

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

#4 In the matter of a proposed revocable consent authorizing American International Realty Corp. to continue to maintain and use a bridge over and across Pine Street, near Pearl Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$25,116
For the period July 1, 2010 to June 30, 2011 - \$25,848
For the period July 1, 2011 to June 30, 2012 - \$26,580
For the period July 1, 2012 to June 30, 2013 - \$27,312
For the period July 1, 2013 to June 30, 2014 - \$28,044
For the period July 1, 2014 to June 30, 2015 - \$28,776
For the period July 1, 2015 to June 30, 2016 - \$29,508
For the period July 1, 2016 to June 30, 2017 - \$30,240
For the period July 1, 2017 to June 30, 2018 - \$30,972
For the period July 1, 2018 to June 30, 2019 - \$31,704

the maintenance of a security deposit in the sum of \$31,789, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

#5 In the matter of a proposed revocable consent authorizing Two Little Hens Ltd. to maintain and use two benches on the west sidewalk of 8th Avenue, north of 12th Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2019 - \$300/annum

the maintenance of a security deposit in the sum of \$300, the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

m25-a15

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

AUCTION

PUBLIC AUCTION SALE NUMBER 09001- U AND V

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

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

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

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

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

a1-29

SALE BY SEALED BID

SALE OF: 1 LOT OF UNCLEAR ALUMINUM/COPPER.

S.P. #: 09018

DUE: April 23, 2009

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
DCAS, Division of Municipal Supply Services, 18th Floor Bid Room, Municipal Building, New York, NY 10007.
For sales proposal contact Gladys Genoves-McCauley (718) 417-2156 for information.

a10-23

POLICE

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

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

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

INQUIRIES

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

FOR MOTOR VEHICLES

(All Boroughs):

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

FOR ALL OTHER PROPERTY

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

j1-d31

AUCTION

PUBLIC AUCTION SALE NUMBER 1156

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

Salvage vehicles, motorcycles, automobiles, trucks, and vans will be auctioned on April 21, 2009 at approximately 9:30 A.M.

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

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

a8-21

PROCUREMENT

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

in the individual agency listings below reflect that commitment to excellence."

CITY UNIVERSITY

SOLICITATIONS

Goods & Services

PROFICIENCY EXAMINATION – Competitive Sealed Bids – PIN# UCO-328 – DUE 05-11-09 AT 3:00 P.M.
● **PROFICIENCY EXAMINATION** – Competitive Sealed Bids – PIN# UCO-329 – DUE 05-11-09 AT 3:00 P.M.

Re-issue: The City University of New York (CUNY) anticipates the release of two Invitations for Bids (IFB) seeking the services of vendor(s) to provide Proficiency Examination (CPE) Testing Services for the University. The two IFBs will be for the following services:

UCO #328 - Development, Production and Distribution of Forms
UCO #329 - Scoring of Exams and Appeals and Reporting of the Scores

For UCO #328, the University seeks a vendor to develop multiple new forms of the Test for administration four (4) times each year, in June, October, January, and March. The selected vendor shall also produce and distribute the forms in the necessary quantities to CUNY's community and senior colleges.

For UCO #329, CUNY seeks a vendor to assist the University with the administration, reading and scoring of the Test and the reporting of scores to CUNY. For each contract, the selected vendor can undertake the work onsite, but will be required to visit CUNY as necessary.

All information and forms necessary for the submission of bids will be contained in the respective IFBs. All communications, including requests to receive the IFB(s) must be directed to John Harwood at (212) 397-5646 or by email at John.Harwood@mail.cuny.edu or Patrick Jao at (212) 397-5679 or by email at Patrick.Jao@mail.cuny.edu.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
City University, 230 West 41st Street, 5th Floor, New York, NY 10036. John Harwood (212) 397-5646, john.harwood@mail.cuny.edu

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CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

SOLICITATIONS

Goods

PAPER, BOND, #4 SUB. 16 AND WATERMARK, #1, SUB. 20 – Competitive Sealed Bids – PIN# 8570900003 – DUE 05-05-09 AT 10:30 A.M.
● **MOP, FLOOR, DECK SWAB WITH HANDLE 16 OZ.** – Competitive Sealed Bids – PIN# 8570900931 – DUE 05-05-09 AT 10:30 A.M.
● **BACKBOARDS, ASSORTED (FOR EMS)** – Competitive Sealed Bids – PIN# 8570900797 – DUE 05-06-09 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.

a10

AWARDS

Goods

LOCKS – Other – PIN# 857900981 – AMT: \$2,044.64 – TO: Activ Systems Inc., 1078 North Drive, Merrick, NY 11566. Buy Against original vendor (Accredited Lock and Door Hardware), non delivery of goods.
● **GRP: SIGNAL STAT EMERG. LIGHTS AND SIREN SYSTEMS** – Competitive Sealed Bids – PIN# 857900480 – AMT: \$911,660.00 – TO: Brake Service, Inc., 179 Herricks Road, Garden City Park, NY 11040.

a10

VENDOR LISTS

Goods

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

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

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

j4-jy17

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

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

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

j4-jy17

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

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

j4-jy17

CONSUMER AFFAIRS

INTENT TO AWARD

Goods & Services

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

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

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

a9-15

ECONOMIC DEVELOPMENT CORPORATION

CONTRACTS

SOLICITATIONS

Goods & Services

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

The concessionaire shall be responsible for the development and implementation of the advertising opportunities at the Manhattan Cruise Terminal. The scope of the advertising services at the Manhattan Cruise Terminal shall include, but not be limited to, developing and advertising marketing plan; conducting the physical design, construction, control, installation, and maintenance of the advertising signage; promoting, soliciting, negotiating and procuring contracts for advertising users; processing and collecting advertising sales revenues; and paying the City a concession fee that includes a minimum annual guarantee, as further described in the Request For Proposals ("RFP").

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

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

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

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

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

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

Answers to all questions/requests for clarifications will be available for in-person pick-up from NYCEDC at 110 William Street, 6th Floor, New York, NY (between Fulton Street and

John Street) and will be posted, to NYCEDC's website at www.nycedc.com/RFP by Monday, April 20, 2009. Any proposer may request a printed copy by sending a written request to the Project Manager at the above address.

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

PRE-PROPOSAL MEETING AND SITE TOUR

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

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

a3-16

EDUCATION

DIVISION OF CONTRACTS AND PURCHASING

SOLICITATIONS

Goods

RADIO FREQUENCY INTERPRETATION

EQUIPMENT – Competitive Sealed Bids – PIN# Z1061040 – DUE 05-04-09 AT 5:00 P.M. – If you cannot download this OMA, please send an e-mail to VendorHotline@schools.nyc.gov with the OMA number and title in the subject. For all questions related to this OMA, please send an e-mail to mSpruck@schools.nyc.gov with the OMA's number and title in the subject line of your e-mail.

Bid opening: Tuesday, May 5th, 2009 at 11:00 A.M. The solicitation can be downloaded from <https://vendorportal.nycenet.edu>

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Education, 65 Court Street, Room 1201 Brooklyn, NY 11201. Vendor Hotline (718) 935-2300, vendorhotline@schools.nyc.gov

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Goods & Services

FURNISH AND DELIVER REFUSE CONTAINERS

Competitive Sealed Bids – PIN# B0927040 – DUE 05-07-09 AT 5:00 P.M. – This is a five (5) year Requirements Contract. The intent of this contract is to furnish and deliver eight (8) and two (2) cubic yard Refuse Containers that are operationally suitable for use with front loading compaction type refuse collection trucks used by the New York City Sanitation Department. At the time of delivery of new Refuse Containers, old containers at the site which are noted as unusable shall be removed and disposed of as property of the Contractor. When requested, containers shall be transported from one Board of Education site to another. The eight (8) cubic yards specification covers containers operationally suitable for use with front loading compaction type refuse collection trucks used by the New York City Sanitation Department. All containers built for service by the Department of Sanitation shall be guaranteed in writing by the manufacturer to be compatible with this specification. Container design shall permit complete discharge by gravity without joggling the container, without interfering with the loading arms or hopper mechanism of the truck and, by using the operating controls of the truck without manual assistance of any kind. It shall not be necessary to manually open the container lids in order to accomplish the dumping of refuse into the truck. The maximum allowable weight of containers and contents shall not exceed 7,000 lbs. The maximum container size permitted to be used with this system is eight (8) cubic yards. The two (2) cubic yard container's dimension shall be operationally suitable for use with rear loading compaction type refuse collection trucks used by the New York City Sanitation Department. The container shall be constructed of 12 gauge steel minimum. The lids shall be 8 bounds doubled plastic wall. The container shall be provided with spring assist lids, double ribbed front and rear panels, caster pads, center supports, swivel casters wheels and V bent wrap-around bumper pads as required by New York City Sanitation Department specifications. This container shall comply with the all requirements of New York City recycling program. Qualifications: Bidders shall be actively and normally engaged for the past five (5) years in the furnishing and delivery of Refuse Containers and may be required to provide a list of major accounts similar in size and complexity. The DOE reserves the right to request additional information or documentation from the bidder as deemed necessary in determining qualifications, capability or financial stability. If you cannot download this BID, please send an e-mail to VendorHotline@schools.nyc.gov with the BID number and title in the subject. For all questions related to this BID, please send an e-mail to krodrig7@schools.nyc.gov with the BID's number and title in the subject line of your e-mail. The Solicitation can be downloaded from <https://vendorportal.nycenet.edu>.

There will be a pre-bid conference on Monday, April 13th, 2009 at 2:00 P.M. Conference will be held in the 12th floor conference room at 65 Court Street, Brooklyn, NY 11201. Bid Opening: Friday, May 8th, 2009 at 11:00 A.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/

blueprints; other information; and for opening and reading of bids at date and time specified above.

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

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Human/Client Service

SYSTEM-WIDE PROGRAM EVALUATION SERVICES

Competitive Sealed Bids – PIN# R0694040 – DUE 05-05-09 AT 5:00 P.M. – The New York City Department of Education (NYCDOE) on behalf of the Division of Teaching and Learning seeks proposals from both qualified individuals and organizations experienced in providing professional development consultant services to teachers/administrators and instructional specialists engaged in Evaluation Services: System-Wide Program Evaluation Services. The goal of this PQS is to enable central offices, instructional leaders and instructional learning organizations to develop cohesive and consistent programs that address the needs of evaluating the success of programs and services provided to the New York City School system. The services to be performed by the selected contractor(s) will be determined by the schools, districts, school support organizations and various DOE central and field offices. This solicitation is open indefinitely, however, to ensure that services are available for the 2010-2011 school year, you must submit your company's proposal no later than: May 5th, 2009 at 5:00 P.M. To download, please go to <https://vendorhotline.nycenet.edu>. If you cannot download this PQS, send an e-mail to xcerda@schools.nyc.gov with your company's name, address, phone, fax, and e-mail address.

There will be a pre-proposal conference on: Tuesday, April 14th, 2009, from 1:00 P.M. - 2:30 P.M., at 65 Court Street, 17th Floor, Conference Room A, 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 Education, 65 Court Street, Room 1201, Brooklyn, NY 11201. Vendor Hotline (718) 935-2300, vendorhotline@schools.nyc.gov

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ENVIRONMENTAL PROTECTION

SOLICITATIONS

Construction Related Services

RE-BID: INSTALL, REPAIR, MAINTAIN, AND

INSPECT HVAC SYSTEMS – Competitive Sealed Bids – PIN# 82608FMC5208 – DUE 04-28-09 AT 11:30 A.M. – At various DEP Facilities within the 5 boroughs and upstate New York.

RE-BID: CONTRACT FMC-5-2008(R3): Document Fee \$40.00. This contract is subject to Local Law 129 M/WBE Requirements. The Project Manager is Christian Cavender (718) 595-7178. Vendor Source ID#: 59194.

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

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

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HEALTH AND HOSPITALS CORPORATION

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

j1-d31

SOLICITATIONS

Goods

1" FPT RELIABLE G4 ADJ CONCEALED SPRINKLER HEAD W/WHITE COVER PLATE – Competitive Sealed Bids – PIN# 22209117 – DUE 04-24-09 AT 3:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Lincoln Hospital Center, 234 East 149th Street, Room 2A2 Bronx, NY 10451. Junior Cooper (718) 579-5096 junior.cooper@nychhc.org

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SILTEX LOW HEIGHT CONTOUR PROFILE BREAST

EX – Competitive Sealed Bids – PIN# 11209086 – DUE 04-24-09 AT 3:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Lincoln Hospital Center, 234 East 149th Street, Room 2A2 Bronx, NY 10451. Tamika Beaton (718) 579-5308 tamika.beaton@nychhc.org

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UMBRELLAS – Competitive Sealed Bids – PIN# 331-09-041 – DUE 04-24-09 AT 11:00 A.M. – 1400 custom made umbrellas for Nurses Week. For copy of bid fax request to Nadine at (718) 616-4614.

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.

Coney Island Hospital, 2601 Ocean Parkway, Room 1N45 Brooklyn, NY 11235. Nadine Patterson (718) 616-4271.

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Goods & Services

BERNOULLI ENTERPRISE SYSTEM SOFTWARE

LICENSE AND SUPPORT – Sole Source – Available only from a single source - PIN# 231-09-121 – DUE 04-13-09 AT 10:00 A.M. – The North Brooklyn Health Network intends to enter into a sole source contract for a Bernoulli System Software License and Support Agreement to Cardiopulmonary Corporation, 200 Cascade Blvd., Milford, CT 06460.

Any other supplier who is capable of providing this service for the North Brooklyn Health Network may express their interest in doing so by writing to Deborah Royster, Procurement Analyst, 100 North Portland Avenue, Rm. C-32 Brooklyn, NY 11205 or Roysterd@nychhc.org

a6-10

BID EXTENSION: FURNISH AND DELIVER GAUGE WELDED FRAMES WITH CUT OFF STOPS AND GAUGE HOLLOW METAL DOORS FOR KOUNTZ PAVILION – Competitive Sealed Bids – PIN# 11209087 – DUE 04-24-09 AT 3:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Lincoln Hospital Center, 234 East 149th Street, Room 2A2, Bronx, NY 10451. Eleanor Munnerlyn (718) 579-5999, eleanor.munnerlyn@nychhc.org

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MAMMOTONE ST 11G STEREO PROBES – Competitive Sealed Bids – PIN# 22209118 – DUE 04-24-09 AT 4:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Lincoln Hospital Center, 234 East 149th Street, Room 2A2 Bronx, NY 10451. Edwin Iyasere (718) 579-5867.

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HOMELESS SERVICES

OFFICE OF CONTRACTS AND PROCUREMENT

SOLICITATIONS

Human/Client Service

TRANSITIONAL RESIDENCES FOR HOMELESS/

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

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Homeless Services, 33 Beaver Street 13th Floor, New York, NY 10004. Marta Zmoira (212) 361-0888, mzmoira@dhs.nyc.gov

j12-24

HOUSING AUTHORITY

SOLICITATIONS

Goods & Services

STAIRWELL REFINISHING (SILICATE COATING)

Competitive Sealed Bids – DUE 05-05-09 – PIN# 9003883 - Butler Houses Due at 10:00 A.M.
PIN# 9003885 - Monroe Houses Due at 10:05 A.M.
PIN# 9003886 - Polo Grounds Towers and Rangel Houses Due at 10:10 A.M.
PIN# 9003887 - Bayview Houses and Gravesend Houses Due at 10:15 A.M.
PIN# 9003888 - Marlboro Houses Due at 10:20 A.M.
PIN# 9003889 - Borinquen Plaza I and II and Farragut Houses Due at 10:25 A.M.
PIN# 9003890 - Independence Towers Due at 10:30 A.M.
PIN# 9003892 - Linden Houses Due at 10:35 A.M.
PIN# 9003893 - Wald Houses Due at 10:40 A.M.
PIN# 9003894 - Forest Houses Due at 10:45 A.M.
PIN# 9003895 - Howard Houses Due at 10:50 A.M.
PIN# 9003896 - Manhattanville Houses Due at 10:55 A.M.
PIN# 9003897 - Saint Nicholas Houses Due at 11:00 A.M.
PIN# 9003899 - Tilden Houses Due at 11:05 A.M.

There is a non-refundable fee of \$25.00 payable by certified check or postal money order for each set of contract 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.
Housing Authority, 23-02 49th Avenue, 4th Floor Bid Room, Long Island City, NY 11101. Joseph Schmidt (718) 707-8921.

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INSTALLATION OF UNDERGROUND CABLING, CONDUIT AND RELATED WORK – Competitive Sealed Bids – PIN# 9004021 – DUE 05-05-09 AT 11:30 A.M. – At Isaacs Houses.

Note: There is no fee for these particular contract 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.
Housing Authority, 23-02 49th Avenue, 4th Floor Bid Room, Long Island City, NY 11101. Joseph Schmidt (718) 707-8921.

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INTERIOR DOOR AND CLOSET DOOR CONVERSIONS AND GENERAL CARPENTRY WORK (LABOR ONLY) – Competitive Sealed Bids – PIN# 9005285 – DUE 05-05-09 AT 11:40 A.M. – At various developments in Brooklyn.

There is a non-refundable fee of \$25.00 payable by certified check or postal money order for each set of contract 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.
Housing Authority, 23-02 49th Avenue, 4th Floor Bid Room, Long Island City, NY 11101. Joseph Schmidt (718) 707-8921.

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Construction / Construction Services

ELECTRICAL UPGRADE AT WOODSON HOUSES – Competitive Sealed Bids – PIN# EL7021164 – DUE 04-20-09 AT 10:30 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

a7-13

PURCHASING DIVISION

SOLICITATIONS

Goods

BID EXTENSION: ENVELOPES-PLAIN AND PRINTED, VARIOUS STYLES – Competitive Sealed Bids – RFQ #6354 – DUE 04-21-09 AT 10:35 A.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Housing Authority, 23-02 49th Avenue, 5th Floor SCOD Long Island City, NY 11101. Bid documents available via internet ONLY:
http://www.nyc.gov/html/nycha/html/businessgoods_materials.shtml M. Flores (718) 707-5460.

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HOUSING PRESERVATION & DEVELOPMENT

DIVISION OF MAINTENANCE

AWARDS

Construction / Construction Services

EMERGENCY DEMOLITION OF ONE BUILDING – Emergency Purchase – Available only from a single source - PIN# 806099701983 – AMT: \$488,444.00 – TO: A. Russo Wrecking, Inc., 67 East Avenue, Lawrence, NY 11559.
● **EMERGENCY DEMOLITION OF ONE BUILDING** – Emergency Purchase – Available only from a single source - PIN# 806099701968 – AMT: \$135,969.00 – TO: Gateway Demolition Corp., 134-22 32nd Avenue, Flushing, NY 11354.

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EMERGENCY DEMOLITION OF ONE BUILDING – Emergency Purchase – Available only from a single source - PIN# 806099702069 – AMT: \$79,969.00 – TO: Gateway Demolition Corp., 134-22 32nd Avenue, Flushing, NY 11354.

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PARKS AND RECREATION

CONTRACT ADMINISTRATION

AWARDS

Construction / Construction Services

ELECTRICAL WORK IN CONNECTION WITH THE RECONSTRUCTION OF A COMFORT STATION – Competitive Sealed Bids – PIN# 8462008X000C06 – AMT: \$68,750.00 – TO: ARCO Electrical Construction Corp., 104-22 100th Street, Ozone Park, NY 11417. At various Parks and Recreation locations, The Bronx, known as Contract #XG-208M.

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RECONSTRUCTION OF THE TERRACE AND LANDSCAPING AT THE GOLDEN AGE CENTER – Competitive Sealed Bids – PIN# 8462008X016C01 – AMT: \$788,107.00 – TO: Tuckahoe Construction Corp., 51 Tuckahoe Road, Yonkers, NY 10710. In Owen F. Dolen Park, located at East Tremont and Westchester Avenues, The Bronx, known as Contract #016-107M.

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REVENUE AND CONCESSIONS

SOLICITATIONS

Services (Other Than Human Services)

DEVELOPMENT AND OPERATIONS OF A SPORTS FACILITY AND FOOD SERVICE FACILITY – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# X344-SB-IS-IT – DUE 07-08-09 AT 3:00 P.M. – At Mill Pond Park in the Bronx. Parks will hold a proposer meeting on Thursday, May 21, 2009 at 11:00 A.M. on the 3rd Floor of the Arsenal in Central

Park, which is located at 830 5th Ave. (at the intersections of 5th Ave. and E. 64th St.), New York, NY 10065.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD) 212-504-4115

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Parks and Recreation, The Arsenal-Central Park 830 Fifth Avenue, Room 407, New York, NY 10021. Joel Metlen (212) 360-1397, joel.metlen@parks.nyc.gov

a8-21

OPERATION OF THREE (3) BEACH EQUIPMENT RENTAL AND MERCHANDISE CARTS – Competitive Sealed Bids – PIN# X39-CSV – DUE 04-20-09 AT 11:00 A.M. – At Orchard Beach, Pelham Bay Park, Bronx. Parks will hold a recommended bidder meeting on Tuesday, April 14, 2009 at 11:00 A.M. at the concession site, which is located at the Orchard Beach Main Pavilion, Pelham Bay Park, Bronx. All interested parties are urged to attend.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD) 212-504-4115

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Parks and Recreation, The Arsenal-Central Park 830 Fifth Avenue, Room 407, New York, NY 10021. Alexander Han (212) 360-1397, alexander.han@parks.nyc.gov

m30-a10

AWARDS

Services (Other Than Human Services)

CONDUCTING PARKING OPERATIONS AT CERTAIN PARKING AREAS AT FLUSHING MEADOWS-CORONA PARK, QUEENS – Sole Source – Available only from a single source - PIN# Q99-QBL-PL – The City of New York Department of Parks and Recreation has awarded a twenty (20) year concession agreement to Queens Ballpark Company, LLC (“QBC”), whose address is Citi Field, Flushing, New York 11368, to conduct parking operations at Flushing Meadows-Corona Park (the “Park”), primarily in connection with events at the new Citi Field Stadium and also in connection with certain events at the tennis facilities at the Park. The revenues derived from operating the parking facilities will be combined with revenues derived from the operation of parking lots around Citi Field stadium which QBC controls pursuant to agreements of lease with New York City Industrial Development Agency or with the City, and, after deducting combined expenses, shall be shared with the City generally in accordance with the terms of those lease agreements. QBC will be required to maintain the concession parking areas during the times of operation of the parking areas.

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RENOVATION, OPERATION, AND MAINTENANCE OF A HIGH-QUALITY RESTAURANT AND BANQUET FACILITY – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# Q10-A-R – The City of New York Department of Parks and Recreation has awarded the renovation, operation, and maintenance of a high quality restaurant and a banquet facility at 201-10 Cross Island Parkway, Bayside, NY 11360, for a license term of fifteen (15) years of Friendship Restaurant Group, LLC, whose address is 188 East Post Road, Suite 202, White Plains, New York 10601. Compensation to the City will be as follows: In each operating year of the license, licensee shall pay the City license fees consisting of the higher of the minimum annual fee (\$350,000 per annum in year one, with 5% increases per annum, compounded annually) or 12.5% of gross receipts derived from the operation of the licensed premises.

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SCHOOL CONSTRUCTION AUTHORITY

CONTRACT ADMINISTRATION

SOLICITATIONS

Construction / Construction Services

EXTERIOR MASONRY, FLOOD ELIMINATION, ROOF REPAIR – Competitive Sealed Bids – PIN# SCA09-12116D-1 – DUE 04-27-09 AT 11:00 A.M. – PS 177 (Brooklyn). Project Range: \$1,250,000.00 to \$1,320,000.00. 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 hidlett@nycsca.org

a6-10

PAVED AREAS - CONCRETE – Competitive Sealed Bids – PIN# SCA09-12350D-1 – DUE 04-28-09 AT 10:30 A.M. – Prospect Heights HS (Brooklyn). Project Range: \$2,070,000.00 to \$2,175,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

a7-13

INSTALLATION OF STUDENT TOILETS – Competitive Sealed Bids – PIN# SCA09-12343D-1 – DUE 04-24-09 AT 11:30 A.M. – PS 335 (Brooklyn). Student Toilets. Project Range: \$2,790,000.00 to \$2,935,000.00. 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

a6-10

REPAIR CAFETERIA FLOOR AND CEILING – Competitive Sealed Bids – PIN# SCA09-10687D-1 – DUE 04-27-09 AT 3:00 P.M. – PS 104 (Brooklyn). \$2,950,000.00 to \$3,110,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

a7-13

VIDEO SURVEILLANCE CAMERA – Competitive Sealed Bids – PIN# SCA09-12600D-1 – DUE 04-27-09 AT 12:00 P.M. – Seven (7) Various Schools (Bronx). Project Range: \$1,940,000.00 to \$2,041,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order. Make checks payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

a7-13

KITCHEN MODERNIZATION – Competitive Sealed Bids – PIN# SCA09-11675 – DUE 04-30-09 AT 11:00 A.M. – East New York Family Academy (at K819) (Brooklyn). Project Range: \$1,260,000.00 to \$1,325,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

a8-14

LOW VOLTAGE ELECTRICAL SYSTEMS – Competitive Sealed Bids – PIN# SCA09-12294D-1 – DUE 04-27-09 AT 2:00 P.M. – IS 53 (Queens). Project Range: \$1,270,000.00 to \$1,340,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

a7-13

EXTERIOR MASONRY/WINDOWS – Competitive Sealed Bids – PIN# SCA09-12300D-1 – DUE 04-28-09 AT 12:00 P.M. – PS 207 (Queens). Project Range: \$3,620,000.00 to \$3,815,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

a8-14

SCIENCE LAB UPGRADE – Competitive Sealed Bids – PIN# SCA09-12093D-1 – DUE 04-28-09 AT 1:30 P.M. – Project Range: \$1,590,000.00 to \$1,672,000.00. NYC School Construction Authority, Plans Room Window, Room #1046. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

a9-15

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

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

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

*School Construction Authority, 30-30 Thomson Avenue
First Floor, Long Island City, NY 11101.*

Ricardo Forde (718) 752-5288, rforde@nycsca.org

a8-14

EXTERIOR MASONRY / ELECTRICAL SYSTEMS UPGRADE

– Competitive Sealed Bids – PIN# SCA09-004460-1 – DUE 04-29-09 AT 10:30 A.M. – PS 60 (Queens). Project Range: \$3,070,000.00 to \$3,240,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

*School Construction Authority, 30-30 Thomson Avenue
Long Island City, NY 11101. Lily Persaud (718) 752-5852
lpersaud@nycsca.org*

a9-15

AGENCY PUBLIC HEARINGS ON CONTRACT AWARDS

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

CHIEF MEDICAL EXAMINER**■ PUBLIC HEARINGS**

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

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

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

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

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

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

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

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

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

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CITYWIDE ADMINISTRATIVE SERVICES**■ PUBLIC HEARINGS**

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

IN THE MATTER of a proposed contract between the Department of Citywide Administrative Services of the City of New York and Stantec Architecture Inc., 50 West 23rd Street, 8th Floor, NY, NY 10010, to provide Professional Services in the Boroughs of Manhattan (above Duane Street) and The Bronx, as a Requirements Contract for Architectural and Engineering Design Services. The contract amount shall be \$5,000,000. The contract term shall be 730 Consecutive Calendar Days from the written notice to commence work with one option to renew for an additional 730 Consecutive Calendar Days. PIN#: 856070000937.

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

A draft copy of the proposed contract is available for public inspection at the Department of Citywide Administrative Services, Office of Contracts, 1 Centre Street, 18th Floor North, New York, NY 10007, from April 10, 2009 to April 23, 2009, Monday through Friday, excluding Holidays, from 10:00 A.M. to 3:00 P.M. Contact Erkan Solak at (212) 669-3530 or email: esolak@dcas.nyc.gov.

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

IN THE MATTER of a proposed contract between the Department of Citywide Administrative Services of the City of New York and Asset Technology Solutions, LLC, 419 North Washington Avenue, Fayetteville, AR 72701, to provide Programming, Development, Modification and Integration Services necessary to upgrade the Maintenance Control and Management System (MCMS) which is City’s Fleet System of Record throughout the City of New York’s Managed Fleet for Department of Citywide Administrative Services. The contract amount shall be \$8,215,200. The contract term shall be from October 15, 2008 to April 14, 2012 with no renewal options. PIN#: 856080000643.

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

A draft copy of the proposed contract is available for public inspection at the Department of Citywide Administrative Services, Office of Contracts, 1 Centre Street, 18th Floor North, New York, NY 10007, from April 10, 2009 to April 23, 2009, Monday to Friday, excluding Holidays, from 10:00 A.M. to 3:00 P.M. Contact Erkan Solak at (212) 669-3530 or email: esolak@dcas.nyc.gov.

IN THE MATTER of a proposed contract between the Department of Citywide Administrative Services of the City of New York, on behalf of the New York City Fire Department, and Gemtor Inc., 1 Johnson Avenue, Matawan, NJ 07747, for Gemtor Personal Safety Harness System. The contract amount shall be \$1,011,000.00. The contract term shall be from June 1, 2009 to May 31, 2012. PIN#: 8570801087.

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

A draft copy of the proposed contract is available for public inspection at the Division of Municipal Supply Services, Vendor Relations Unit, One Centre Street, 18th Floor, New York, NY 10007, on business days, excluding Legal Holidays, from April 10, 2009 to April 23, 2009, from 9:00 A.M. to 4:00 P.M.

IN THE MATTER of a proposed contract between the Department of Citywide Administrative Services of the City of New York, on behalf of the New York City Fire Department, and Petzl America Inc., Freeport Center Building M-7, P.O. Box 160447, Clearfield, UT 84016, for the Petzl Personal Safety System Descenders. The contract amount shall be \$256,000.00. The contract term shall be from June 1, 2009 to May 31, 2011. PIN#: 8570801085.

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

A draft copy of the proposed contract is available for public inspection at the Division of Municipal Supply Services, Vendor Relations Unit, One Centre Street, 18th Floor, New York, NY 10007, on business days, excluding Legal Holidays, from April 10, 2009 to April 23, 2009, from 9:00 A.M. to 4:00 P.M.

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OFFICE OF THE CRIMINAL JUSTICE COORDINATOR**■ PUBLIC HEARINGS**

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

IN THE MATTER of a proposed contract between the Criminal Justice Coordinator’s Office and the Legal Action Center, 225 Varick Street, New York, NY 10014, for the provision of advocacy for public policies in the areas of addiction, HIV/AIDS, criminal records and discrimination against people with addiction, Citywide. The contract shall be in an amount not to exceed \$144,283. The contract term shall be from July 1, 2008 to June 30, 2009 with no option to renew. PIN#: 00209DMPS243.

The proposed contractor is being funded through City Council Discretionary Funds Appropriation, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the Office of the Criminal Justice Coordinator, One Centre Street, 10th Floor North, New York, NY 10007, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 9:00 A.M. to 12:00 P.M. and from 2:00 P.M. to 4:00 P.M.

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DESIGN & CONSTRUCTION**■ PUBLIC HEARINGS**

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

IN THE MATTER of a proposed contract between the Department of Design and Construction of the City of New York and The New York Public Library, Astor, Lenox and Tilden Foundation, Fifth Avenue & 42nd Street, New York, NY 10018, for LNCEA09MP, The New York Public Library Renovation for the New Library Services Center, Borough of Queens. The contract amount shall be \$30,000,000.00. The contract term shall be 547 Consecutive Calendar Days from the date of registration. PIN#: 8502009LN0007P.

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

A draft copy of the proposed contract is available for public inspection at the Department of Design and Construction, Professional Contracts Section, 30-30 Thomson Avenue, Fourth Floor, Long Island City, New York 11101, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 9:00 A.M. to 4:00 P.M. Contact Hemwattie Roopnarine at (718) 391-1375.

IN THE MATTER of a proposed contract between the Department of Design and Construction of the City of New York and New York Public Library – Battery Park City Branch Library, 175 North Avenue, New York, NY 10282, for LNCA09BPC, NYPL – Battery Park City Branch Library. The contract amount shall be \$1,365,998. The contract term shall be 547 Consecutive Calendar Days from the date of registration. PIN#: 8502009LN0008P.

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

A draft copy of the proposed contract is available for public inspection at the Department of Design and Construction, Professional Contracts Section, 30-30 Thomson Avenue, Fourth Floor, Long Island City, New York 11101, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 9:00 A.M. to 4:00 P.M. Contact Belkis Palacios at (718) 391-1866.

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HEALTH AND MENTAL HYGIENE**■ PUBLIC HEARINGS**

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

IN THE MATTER of a proposed contract between the Department of Health and Mental Hygiene and the Contractor listed below, to provide maintenance for the MOVARIS Business process automation platform and related products on all licenses purchased from Movaris. The contract term shall be from July 1, 2008 to June 30, 2011 with one three-year option to renew from July 1, 2011 to June 30, 2014.

Contractor/Address

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

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

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

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

Anyone who wishes to speak at this Public Hearing should request to do so in writing. The written request must be received by the Agency within 5 business days after publication of this notice. Written requests to speak should be sent to Shamecka Williams, Procurement Analyst at the Department of Health and Mental Hygiene, ACCO’s Office, 93 Worth Street, Room 812, New York, NY 10013 or jpalm3@health.nyc.gov. If DOHMH receives no written requests to speak within the prescribed time, DOHMH reserves the right not to conduct the public hearing.

IN THE MATTER of a proposed contract between the Department of Health and Mental Hygiene and the Contractor listed below, to administer, manage, maintain and operate child health programs, oral health and communicate programs in specified clinics on behalf of DOHMH. The contract term shall be from July 1, 2008 to June 30, 2009 with no options to renew.

Contractor/Address

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

PIN# 09HM032200R0X00 **Amount** \$13,619,711.00

The proposed contractor is being funded through City Council Discretionary Funds Appropriation, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the New York City Department of Health and Mental Hygiene, Office of the Agency Chief Contracting Officer, 93 Worth Street, Room 812, New York, NY 10013, from April

10, 2009 to April 23, 2009, excluding Weekends and Holidays, from 10:00 A.M. to 4:00 P.M.

IN THE MATTER of a proposed contract between the Department of Health and Mental Hygiene and the Contractor listed below, to engage health care payers to use the results of performance assessments based on data in the database for incentive programs for providers that deliver high quality health care in New York City. The contract term shall be from March 1, 2009 to June 30, 2010.

Contractor/Address

Bridges to Excellence, Inc.
13 Sugar Street, Newtown, CT 06740

PIN# 09CI102301ROX00 **Amount** \$200,000

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 the New York City Department of Health and Mental Hygiene, Office the Agency Chief Contracting Officer, 93 Worth Street, Room 812, New York, NY 10013, from April 10, 2009 to April 23, 2009, excluding Weekends and Holidays, from 10:00 A.M. to 4:00 P.M.

Anyone who wishes to speak at this public hearing should request to do so in writing. The written request must be received by the Agency within 5 business days after the publication of this notice. Written requests to speak should be sent to Celloy Williams, Associate Contract Specialist, 93 Worth Street, Room 812, New York, NY 10007, or cwillia1@health.nyc.gov. If DOHMH does not receive any written requests to speak within the prescribed time, DOHMH reserve the right not to conduct the public hearing.

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HOMELESS SERVICES

■ PUBLIC HEARINGS

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

IN THE MATTER of a proposed contract between the Department of Homeless Services and CAMBA, Inc., 1720 Church Avenue, Brooklyn, New York 11226, to operate Respite Bed Programs for Homeless Single Adults in Brooklyn and Queens located at 2402 Atlantic Avenue, Brooklyn, New York 11233. The contract amount shall be \$1,158,484. The contract term shall be from June 1, 2009 to June 30, 2012 with one three-year option to renew from July 1, 2012 to June 30, 2015. PIN#: 071-09S-03-1348A.

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

A draft copy of the proposed contract is available for public inspection at the Department of Homeless Services, 33 Beaver Street, NY, NY 10004, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 9:00 A.M. to 5:00 P.M.

IN THE MATTER of a proposed contract between the Department of Homeless Services and Urban Pathways, Inc., 575 Eighth Avenue, New York, New York 10018, to develop and operate a Drop-In Center for Homeless Single Adults located at 257 West 30th Street, New York, New York 10001. The contract amount shall be \$6,196,367. The contract term shall be from July 1, 2009 to June 30, 2012 with one three-year option to renew from July 1, 2012 to June 30, 2015. PIN #: 071-09S-03-1347C.

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

A draft copy of the proposed contract is available for public inspection at the Department of Homeless Services, 33 Beaver Street, NY, NY 10004, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 9:00 A.M. to 5:00 P.M.

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

IN THE MATTER of a proposed contract between the Department of Homeless Services and CAMBA, Inc., 1720 Church Avenue, Brooklyn, New York 11226, to develop and operate a Drop-In Center for Homeless Single Adults located at 2402 Atlantic Avenue, Brooklyn, New York 11233. The contract amount shall be \$5,973,819. The contract term shall be from July 1, 2009 to June 30, 2012 with one three-year option to renew from July 1, 2012 to June 30, 2015. PIN#: 071-09S-03-1347A.

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

A draft copy of the proposed contract is available for public inspection at the Department of Homeless Services, 33 Beaver Street, NY, NY 10004, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 9:00 A.M. to 5:00 P.M.

IN THE MATTER of a proposed contract between the Department of Homeless Services and Project Hospitality, Inc., 100 Park Avenue, Staten Island, New York 10302, to operate a Respite Bed Program for Homeless Single Adults in Staten Island located at 25-31 Port Richmond Avenue, Staten Island, New York 10302. The contract amount shall be \$1,053,455. The contract term shall be from July 1, 2009 to June 30, 2012 with one three-year option to renew from July 1, 2012 to June 30, 2015. PIN#: 071-09S-03-1348B.

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

A draft copy of the proposed contract is available for public inspection at the Department of Homeless Services, 33 Beaver Street, NY, NY 10004, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 9:00 A.M. to 5:00 P.M.

IN THE MATTER of a proposed contract between the Department of Homeless Services and Project Hospitality, Inc., 100 Park Avenue, Staten Island, NY 10302, to develop and operate a Drop-In Center for Homeless Single Adults located at 25-31 Port Richmond, Staten Island, New York 10302. The contract amount shall be \$4,084,900. The contract term shall be from July 1, 2009 to June 30, 2012 with one three-year option to renew from July 1, 2012 to June 30, 2015. PIN#: 071-09S-03-1347B.

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

A draft copy of the proposed contract is available for public inspection at the Department of Homeless Services, 33 Beaver Street, NY, NY 10004, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 9:00 A.M. to 5:00 P.M.

IN THE MATTER of a proposed contract between the Department of Homeless Services and New York State Industries for the Disabled, Inc. 155 Washington Avenue, Suite 400, Albany, NY 12210, to provide Specialized Cleaning Services at DHS Preventive Assistance Temporary Housing (PATH) Facility at 346 Powers Avenue, Bronx, NY 10454. The contract amount shall be \$699,781.28. The contract term shall be from July 1, 2009 to June 30, 2012. PIN#: 071-09S-04-1380.

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

A draft copy of the proposed contract is available for public inspection at the Department of Homeless Services, 33 Beaver Street, NY, NY 10004, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays from 9:00 A.M. to 5:00 P.M.

IN THE MATTER of a proposed contract between the Department of Homeless Services and CAMBA, Inc., 1720 Church Avenue, Brooklyn, NY 11226, to provide a Relocation Assistance Program at 885 Flatbush Avenue, Brooklyn, NY 11226. The total contract amount shall be \$1,240,512. The contract term shall be from July 1, 2009 to June 30, 2010. PIN#: 071-09S-03-1385.

The proposed contractor has been selected by means of Negotiated Acquisition Extension, pursuant to Section 3-04 (b) (2) (iii) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the Department of Homeless Services, 33 Beaver Street, NY, NY 10004, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays from 9:00 A.M. to 5:00 P.M.

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HOUSING PRESERVATION & DEVELOPMENT

■ PUBLIC HEARINGS

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

IN THE MATTER of a proposed contract between the Department of Housing Preservation and Development and the Contractor listed below, for the provision of Anti Illegal Eviction Services in the Borough of Manhattan, all Community Districts, as indicated below. The contract term shall be from July 1, 2008 to June 30, 2009.

Contractor/Address	Amount	PIN #
Manhattan Legal Services 55 West 125th Street 10th Floor, New York, NY 10027	\$168,056	806099070090

The proposed contractor is being funded through City Council Discretionary Funds Appropriation, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the Department of Housing Preservation and Development, 100 Gold Street, 8th Floor, Room 8-S6, New York, NY 10038, on business days, from April 10, 2009 to April 23, 2009, excluding Saturdays, from 10:00 A.M. to 4:00 P.M. Contact Ms. Angela Blake Fields at Room # 8-S6, (212) 863-6655.

Any individual wishing to speak at such hearing must submit a written request to Mr. Jay Bernstein, Deputy Agency Chief Contracting Officer, Department of Housing Preservation and Development, 100 Gold Street, Room 8-S4, New York, NY 10038; by FAX: (212) 863-5455; or by E-mail: jb1@HPD.nyc.gov. If the Agency does not receive a written request to speak within 5 days business days after the publication of this notice, the Agency reserves the right not to conduct the public hearing. In such case, a notice will be published in The City Record cancelling the public hearing.

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JUVENILE JUSTICE

■ PUBLIC HEARINGS

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

IN THE MATTER of a proposed contract between the New York City Department of Juvenile Justice and the Research Foundation of the City University of New York, 555 West 57th Street, New York, New York 10019, for a Reentry Support Initiative for youth discharged from detention. The

contract shall be in an amount not to exceed \$160,317. The contract term shall be from July 1, 2008 to June 30, 2009 with no options to renew. PIN#: 13009DJJ02.

The proposed contractor is being funded through City Council Discretionary Funds Appropriation, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the New York City Department of Juvenile Justice, 110 William Street, 14th floor, New York, NY 10038, on business days, from April 10, 2009 to April 23, 2009, excluding Holidays, from 10:00 A.M. to 4:00 P.M.

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LAW

■ PUBLIC HEARINGS

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

IN THE MATTER of a proposed contract between the New York City Law Department and Heidell, Pittoni, Murphy & Bach LLP, 99 Park Avenue, New York, New York 10016, for the provision of Legal Representation in Medical Malpractice Cases, Risk Management and Related Services. The cost of the contract is an amount not to exceed \$2,040,000.00. The contract term shall be from March 1, 2009 to February 28, 2014. PIN#: 02508X100A26.

The proposed contractor has been selected by means of Negotiated Acquisition, pursuant to Section 3-04 (b) (2) (iv) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the New York City Law Department, 100 Church Street, Fourth Floor East Reception Area, New York, New York 10007, from April 10, 2009 to April 23, 2009, excluding Saturdays, Sundays and Holidays, from 9:30 A.M. to 5:00 P.M.

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SMALL BUSINESS SERVICES

■ PUBLIC HEARINGS

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

IN THE MATTER of a proposed contract between the Department of Small Business Services (SBS) and the Contractor listed below, to provide services to improve the competitiveness of New York apparel manufacturers through engineering, management consulting and worker training programs. The contract term shall be for 12 months from July 1, 2008 to June 30, 2009.

Contractor/Address

Garment Industry Development Corporation
275 Seventh Avenue, 15th Floor, New York, NY 10001

Amount \$336,000.00 **PIN#** 801SBS90137

The proposed contractor has been funded through City Council Discretionary Funds Appropriation, pursuant to Section 1-02 (e) of the Procurement Board Rules.

A draft copy of the proposed contract is available for public inspection at the Department of Small Business Services, 110 William Street, 7th Floor, New York, NY 10038, from April 10, 2009 to April 23, 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 the Agency within 5 business days after publication of this notice. Written requests to speak should be sent to Mr. Daryl Williams, ACCO, Department of Small Business Services, 110 William Street, 7th Floor, New York, NY 10038, or email to: dwilliams@sbs.nyc.gov. If SBS receives no written requests to speak within the prescribed time, SBS reserves the right not to conduct the public hearing.

IN THE MATTER of a proposed contract between the Department of Small Business Services (SBS) and the Contractor listed below, to operate an employment and training program for individuals ages 18 and above who have a high school diploma or GED and are eligible to work in the United States. The services shall be: customer registration, occupational skill training, placement in apprenticeship in construction, utilities, transportation and/or maintenance and repair trades. The contract term shall be for 12 months from July 1, 2008 to June 30, 2009.

Contractor/Address

Non-traditional Employment for Women
243 West 20th Street, New York, NY 10011

Amount \$190,000.00 **PIN#** 801-SBS90091

The proposed contractor is being funded through City Council Discretionary Funds Appropriation, pursuant to Section 1-02 (e) of the Procurement Board Rules.

A draft copy of the proposed contract is available for public inspection at the Department of Small Business Services, 110 William Street, 7th Floor, New York, NY 10038, from April 10, 2009 to April 23, 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 the Agency within 5 business days after publication of this notice. Written requests to speak should be sent to Mr. Daryl Williams, ACCO, Department of Small Business Services, 110 William Street, 7th Floor, New York, NY 10038, or email to: dwilliams@sbs.nyc.gov. If SBS receives no written requests to speak within the prescribed time, SBS reserves the right not to conduct the public hearing.

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AGENCY RULES

MAYOR'S OFFICE OF ENVIRONMENTAL COORDINATION

■ NOTICE

NOTICE OF AMENDMENT TO THE GREEN BUILDING STANDARDS RULES

Notice of Public Hearing and Opportunity to Comment on Amendments to Rules Governing Green Building Standards

NOTICE IS HEREBY GIVEN PURSUANT TO Local Law No. 86 for the year 2005 and the authority vested in the Mayor's Office of Environmental Coordination by Executive Order No.97 of 2006 and in accordance with the requirements of §1043 of the New York City Charter that the Mayor's Office of Environmental Coordination proposes to amend Title 43 of the Rules of the City of New York by amending Section 10-02 of Chapter 10 to update the selected green building rating system.

Written comments regarding these rules may be sent to the Mayor's Office of Environmental Coordination, Attention: Robert R. Kulikowski, Ph.D., Director, 253 Broadway - 14th Floor, New York, NY 10007, or by email to LocalLaw86@cityhall.nyc.gov, on or before 5:00 P.M., May 13, 2009.

A public hearing will be held from 2:00 P.M. to 5:00 P.M. on May 13, 2009 at 253 Broadway – 14th Floor, West Conference Room. Persons wishing to testify are requested to notify the Mayor's Office of Environmental Coordination at (212) 788-9956, or by email to LocalLaw86@cityhall.nyc.gov, no less than five (5) business days prior to the hearing. Persons requesting that a sign language interpreter or other form of a reasonable accommodation for a disability be provided at the hearing should notify the Mayor's Office of Environmental Coordination no later than two weeks prior to the hearing. Written comments and a summary of oral comments received at the hearing will be available for public inspection within a reasonable time after receipt, on weekdays between the hours of 9:00 A.M. and 5:00 P.M. at 253 Broadway - 14th Floor, New York, NY 10007 and at www.nyc.gov/oec.

The proposed amendment was not included in the Mayor's Office Regulatory Agenda because the new version of the United States Green Building Council LEED® standard was released after the regulatory agenda was promulgated.

Section 1. Section 10-02 of chapter 10 of title 43 of the Rules of the City of New York is amended to read as follows:

§10-02 Selected green building rating system. Pursuant to paragraph (11) of subdivision (a) of section 224.1 of the Charter, on and after June 26, 2009 the "selected green building rating system" is the Leadership in Energy and Environmental Design (LEED) 2009 rating system for New Construction, Commercial Interiors, Schools, Core and Shell and Existing Buildings published by the United States Green Building Council, whichever is most appropriate for the project under United States Green Building Council guidelines except that for projects that either received funding from the city treasury or received design approval prior to June 26, 2009 or that applied to the United States Green Building Council for certification prior to June 26, 2009, the selected green building rating system may be New Construction version 2.2, Existing Buildings version 2.0, or Commercial Interiors version 2.0 of the Leadership in Energy and Environmental Design (LEED) building rating system published by the United States Green Building Council, whichever is most appropriate for the project under United States Green Building Council guidelines. Except as otherwise provided in subdivision (a) of section 10-05 of this chapter for calculation of required reductions in energy cost, the selected green building rating system shall apply to capital projects subject to subdivision (b) of section 224.1 of the Charter unless an alternative, not less stringent, green building standard has been specifically approved by the Director of the Office of Environmental Coordination as set forth in such subdivision.

Statement of Basis and Purpose

Local Law No. 86 for the year 2005 amended the New York City Charter by adding a new section 224.1 (green building standards). The local law, which became effective on January 1, 2007, provides that the "mayor shall promulgate rules to carry out the provisions of this section."

Executive Order No.97 of 2006 authorizes the Director of the Mayor's Office of Environmental Coordination to exercise the powers and duties granted to the Mayor in connection with the implementation of Local Law 86. Such powers and duties include: (1) promulgating rules pursuant to Charter Chapter 45, known as the City Administrative Procedure Act; (2) administering exemptions from the requirements of the law; (3) working with other City agencies to monitor compliance with the law; (4) publishing findings, where necessary, on whether proposed green buildings standards are not less stringent than the applicable Leadership in Energy and Environmental Design ("LEED®") standard; and (5) taking all other actions necessary to implement and administer the law.

The green building standards rules previously promulgated define the selected green building rating system as New Construction version 2.2, Existing Buildings version 2.0, or Commercial Interiors version 2.0 of the Leadership in Energy and Environmental Design (LEED®) building rating system published by the United States Green Building Council (USGBC), whichever is most appropriate for the project under USGBC guidelines. This amendment to the Rules redefines the selected green building rating system as the Leadership in Energy and Environmental Design (LEED®) 2009 green building standards for New Construction, Commercial Interiors, Schools, Core and Shell, and Existing Buildings published by the USGBC. This selected green building rating system shall apply to capital projects subject to subdivision b of section 224.1 of the Charter unless an alternative, not less stringent, green building standard has been specifically approved by the Director of the Mayor's

Office of Environmental Coordination as previously set forth in such section.

The purpose of updating the selected green building rating system is to allow agencies to continue to apply to the USGBC for certification of their projects in accordance with the provision in the law that requires capital projects to apply to the USGBC for certification that such projects have achieved a Silver or higher rating under the LEED® green building rating system or, with respect to projects involving buildings classified in occupancy groups G or H-2, a certified or higher rating under such system. Applying to the USGBC for certification of a rating under each of the LEED® 2009 rating systems also allows projects to utilize version 3 of USGBC LEED® Online, a tool that will expedite administration of the certification process for each project, thereby reducing costs to the City.

Another purpose for updating to LEED® 2009 rating systems is to ensure that the City will continue to utilize green building standards that are recognized by New York State and federal authorities considering the allocation of funds for

the upgrade of city projects to meet green building standards. The LEED® 2009 systems also offer a number of improvements that further streamline the certification process, further reducing cost to the City. As the USGBC has stated, the systems consolidate and align the credits and prerequisites from previous LEED® systems, so that credits and prerequisites covered by the LEED® 2009 green building standards are consistent across project types. Necessary precedent-setting and clarifying information from Credit Interpretation Rulings are also incorporated. In addition, the LEED® 2009 credits have different weightings depending on their ability to impact different environmental and human health concerns. With revised credit weightings, the credits award more points for strategies that will have greater positive impacts on environmental issues of greater concern, such as energy efficiency and CO₂ reduction. Specific environmental issues are also prioritized by region in the LEED® 2009 rating systems, thereby allowing capital projects to receive more points for addressing environmental issues that are most important to the region in which the City is located.

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SPECIAL MATERIALS

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ NOTICE

**OFFICIAL FUEL PRICE SCHEDULE NO. 6233
FUEL OIL AND KEROSENE**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 4/6/2009
2887105	2.0	#1DULS	MANH	SPRAGUE ENERGY CORP -.1001 GAL.	1.9375 GAL.
2887105	3.0	#1DULS	BRONX	SPRAGUE ENERGY CORP -.1001 GAL.	1.9375 GAL.
2887105	4.0	#1DULS	BROOKLYN	SPRAGUE ENERGY CORP -.1001 GAL.	1.9725 GAL.
2887105	5.0	#1DULS	QUEENS	SPRAGUE ENERGY CORP -.1001 GAL.	1.9725 GAL.
2887105	6.0	#1DULS	S.I.	SPRAGUE ENERGY CORP -.1001 GAL.	2.0375 GAL.
2887105	7.0	#1DULS	P/U	SPRAGUE ENERGY CORP -.1001 GAL.	1.8493 GAL.
2887086	3.0	#1DULSB20	CITY WIDE BY TW	SPRAGUE ENERGY CORP -.0281 GAL.	1.9687 GAL.
2887086	7.0	#1DULSB20	P/U	SPRAGUE ENERGY CORP -.0281 GAL.	1.8990 GAL.
2887086	1.0	#1DULSB5	CITY WIDE BY TW	SPRAGUE ENERGY CORP -.0821 GAL.	1.8838 GAL.
2887086	5.0	#1DULSB5	P/U	SPRAGUE ENERGY CORP -.0821 GAL.	1.8018 GAL.
2887052	1.0	#2	MANH	RAPID PETROLEUM -.0827 GAL.	1.4469 GAL.
2887052	4.0	#2	BRONX	RAPID PETROLEUM -.0827 GAL.	1.4467 GAL.
2887052	7.0	#2	BROOKLYN	RAPID PETROLEUM -.0827 GAL.	1.4363 GAL.
2887052	13.0	#2	S.I.	RAPID PETROLEUM -.0827 GAL.	1.4798 GAL.
2887053	10.0	#2	QUEENS	METRO FUEL OIL CORP. -.0827 GAL.	1.4696 GAL.
2887169	1.0	#2B5	CITY WIDE BY TW	METRO FUEL OIL CORP. -.0656 GAL.	1.8695 GAL.
2887105	8.0	#2DHS	BARGE M.T.F. 111	SPRAGUE ENERGY CORP -.0827 GAL.	1.7224 GAL.
2887106	9.0	#2DHS	BARGE WI	METRO FUEL OIL CORP. -.0827 GAL.	1.6338 GAL.
2887301	1.0	#2DLS	BARGE ST. GEORGE	METRO FUEL OIL CORP. -.0828 GAL.	1.7245 GAL.
2887301	3.0	#2DLS	P/U	METRO FUEL OIL CORP. -.0828 GAL.	1.5873 GAL.
2887302	4.0	#2DLS	CITY WIDE BY TW	SPRAGUE ENERGY CORP. -.0828 GAL.	1.7090 GAL.
2887105	1.0	#2DULS	CITY WIDE BY TW	SPRAGUE ENERGY CORP -.0671 GAL.	1.6395 GAL.
2887105	1.1	#2DULS	P/U	SPRAGUE ENERGY CORP -.0671 GAL.	1.6045 GAL.
2887301	2.0	#2DULS	BARGE ST. GEORGE	METRO FUEL OIL CORP. -.0671 GAL.	1.7192 GAL.
2887086	4.0	#2DULSB20	CITY WIDE BY TW	SPRAGUE ENERGY CORP -.0017 GAL.	1.8190 GAL.
2887087	8.0	#2DULSB20	P/U	METRO FUEL OIL CORP. -.0017 GAL.	2.1698 GAL.
2887086	2.0	#2DULSB5	CITY WIDE BY TW	SPRAGUE ENERGY CORP -.0508 GAL.	1.7086 GAL.
2887105	10.0	#2DULSB5	BARGE ST. GEORGE	SPRAGUE ENERGY CORP -.0508 GAL.	2.2439 GAL.
2887159	6.0	#2DULSB5	P/U	METRO FUEL OIL CORP. -.0508 GAL.	1.7563 GAL.
2887274	7.0	#2DULSDISP	DISPENSED	SPRAGUE ENERGY CORP. -.0671 GAL.	1.9664 GAL.
2887052	2.0	#4	MANH	RAPID PETROLEUM -.0649 GAL.	1.3091 GAL.
2887052	5.0	#4	BRONX	RAPID PETROLEUM -.0649 GAL.	1.3125 GAL.
2887052	8.0	#4	BROOKLYN	RAPID PETROLEUM -.0649 GAL.	1.3233 GAL.
2887052	14.0	#4	S.I.	RAPID PETROLEUM -.0649 GAL.	1.3563 GAL.
2887053	11.0	#4	QUEENS	METRO FUEL OIL CORP. -.0649 GAL.	1.3281 GAL.
2887052	3.0	#6	MANH	RAPID PETROLEUM -.0531 GAL.	1.2328 GAL.
2887052	6.0	#6	BRONX	RAPID PETROLEUM -.0531 GAL.	1.2328 GAL.
2887052	9.0	#6	BROOKLYN	RAPID PETROLEUM -.0531 GAL.	1.2478 GAL.
2887052	15.0	#6	S.I.	RAPID PETROLEUM -.0531 GAL.	1.2838 GAL.
2887054	12.0	#6	QUEENS	CASTLE OIL CORPORATION -.0531 GAL.	1.2519 GAL.
2787347	1.0	JETA	FLOYD BENNETT	SPRAGUE ENERGY CORP -.0921 GAL.	2.1851 GAL.

**OFFICIAL FUEL PRICE SCHEDULE NO. 6234
FUEL OIL, PRIME AND START**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 4/6/2009
2787117	1.0	#2	MANH	PACIFIC ENERGY -.0827 GAL.	1.5262 GAL.
2787117	79.0	#2	BRONX	PACIFIC ENERGY -.0827 GAL.	1.5262 GAL.
2787117	157.0	#2	QNS., BROOKLYN & S.I.	PACIFIC ENERGY -.0827 GAL.	1.5252 GAL.
2787118	235.0	#4	CITY WIDE BY TW	EAST COAST PETROLEUM -.0649 GAL.	1.5012 GAL.
2787118	236.0	#6	CITY WIDE BY TW	EAST COAST PETROLEUM -.0531 GAL.	1.4779 GAL.

**OFFICIAL FUEL PRICE SCHEDULE NO. 6235
FUEL OIL AND REPAIRS**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 4/6/2009
2787112	1.0	#2	MANH	SJ FUEL CO. INC. -.0827 GAL.	1.4042 GAL.
2787113	79.0	#2	BRONX	PACIFIC ENERGY -.0827 GAL.	1.3488 GAL.
2787114	157.0	#2	QNS., BROOKLYN & S.I.	NU WAY FUEL OIL -.0827 GAL.	1.5198 GAL.
2787115	234.0	#4	CITY WIDE BY TW	EAST COAST PETROLEUM -.0649 GAL.	1.4572 GAL.

**OFFICIAL FUEL PRICE SCHEDULE NO. 6236
GASOLINE**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 4/6/2009
2687312	1.0	E70	CITY WIDE BY TW	SPRAGUE ENERGY CORP. -.0488 GAL.	1.9333 GAL.
2787192	7.0	PREM	CITY WIDE BY TW	METRO TERMINALS -.0540 GAL.	1.6532 GAL.
2887274	6.0	PREM	CITY WIDE BY VEHICLE	SPRAGUE ENERGY CORP. -.0540 GAL.	1.8867 GAL.
2787192	1.0	U.L.	CITY WIDE BY TW	METRO TERMINALS -.0773 GAL.	1.4587 GAL.
2887274	1.0	U.L.	MANH P/U BY VEHICLE	SPRAGUE ENERGY CORP. -.0773 GAL.	1.8298 GAL.
2887274	2.0	U.L.	BX P/U BY VEHICLE	SPRAGUE ENERGY CORP. -.0773 GAL.	1.7298 GAL.
2887274	3.0	U.L.	BR P/U BY VEHICLE	SPRAGUE ENERGY CORP. -.0773 GAL.	1.7298 GAL.
2887274	4.0	U.L.	QNS P/U BY VEHICLE	SPRAGUE ENERGY CORP. -.0773 GAL.	1.7298 GAL.
2887274	5.0	U.L.	S.I. P/U BY VEHICLE	SPRAGUE ENERGY CORP. -.0773 GAL.	1.7298 GAL.

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COMPTROLLER

■ NOTICE

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

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

Acquired in the proceeding, entitled: New Creek Bluebelt, Phase 3 subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

William C. Thompson, Jr.
Comptroller

a7-21

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre St., RM 629, New York, NY 10007 on April 28, 2009, to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
3	3491	19
3A	3491	19
4	3491	20
5	3491	41
6	3491	81

Acquired in the proceeding, entitled: SOUTH BEACH BLUEBELT, PHASE 1 subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

William C. Thompson, Jr.
Comptroller

a1-10

HOUSING PRESERVATION & DEVELOPMENT

■ NOTICE

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

DATE OF NOTICE: April 8, 2009

**TO: OCCUPANTS, FORMER OCCUPANTS AND
OTHER INTERESTED PARTIES OF**

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

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

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

a8-16

LABOR RELATIONS

■ NOTICE

**Lieutenants' Benevolent Association
2007-2009 Agreement**

Agreement made this 30th day of January, 2009, by and between the **City of New York** (hereinafter called "the **City**" or "the **Employer**"), acting by the Commissioner of Labor Relations, and the **Lieutenants' Benevolent Association of the City of New York** (hereinafter called "the **Union**" or the "LBA"), for the period from **September 1, 2007 to October 31, 2009**.

WITNESSETH:

WHEREAS, the Lieutenants employed by the City have duly designated the Union as their exclusive bargaining representative for the purpose of collective bargaining with the City with respect to wages, hours and conditions of employment; and

WHEREAS, the Union and the City desire to cooperate in establishing conditions which will tend to secure standards and conditions of employment consistent with the dignity of Lieutenants, and to provide methods for fair and peaceful adjustment of disputes that may arise between the Union and the City; and

WHEREAS, as a result of collective bargaining the parties have reached an Agreement which they desire to reduce to writing;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.
The City recognizes the Union as the sole and exclusive collective bargaining representative for the unit consisting of the employees of the New York City Police Department in the title of Lieutenant.

Section 2.
Except as otherwise provided herein, for purposes of this Agreement, the terms "employee" or "employees" and "Lieutenant" or "Lieutenants" shall be interchangeable and shall relate solely to employees in the unit described in Section 1 of this Article.

ARTICLE II - UNION SECURITY-DUES CHECKOFF

Section 1.
All employees covered by this agreement shall be free to become and remain members of the Union in good standing.

Section 2.
The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in the unit in accord with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Regulating the Checkoff of Union Dues" and in accord with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues and Agency Shop Fees" and any executive orders which amend or supersede said Executive Orders.

Section 3.
An 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, in accord with Section 2 of this Article II, which bears the signature of the employee.

Section 4.
The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference.

ARTICLE III - HOURS AND OVERTIME

Section 1a.
Except as otherwise provided herein, all ordered and/or authorized overtime in excess of 40 hours in any week or in excess of the hours required of an employee by reason of the employee's regular duty chart if a week's measurement is not appropriate, whether of an emergency nature or of a non emergency nature, shall be compensated for either by cash payment or compensatory time off, at the rate of time and one-half, at the sole option of the employee. Such cash payments or compensatory time off shall be computed on the basis of completed fifteen (15) minute segments.

Section 1b.
In order to preserve the intent and spirit of this Section on overtime compensation, there shall be no rescheduling of days off and/or tours of duty. This restriction shall apply both to the retrospective crediting of time off against hours already worked and to the anticipatory re-assignment of personnel to different days off and/or tours of duty. Notwithstanding anything to the contrary contained herein, the Department shall not have the right to reschedule employees' tours of duty, except that the Department shall have the right to reschedule employees' tours of duty on ten occasions without payment of pretour or post-tour overtime provided that the Department gives at least 24 hours notice to the employees whose tours are to be rescheduled, and that on the following occasions the Department may reschedule employees' tours of duty by not more than three hours before or after normal starting time for such tours, without payment of pretour or post-tour overtime provided that the Department gives at least seven days' advance notice to the employees whose tours are to be so rescheduled: New Year's Eve, St. Patrick's Day, Thanksgiving Day, Puerto Rican Day, West Indies Day and Christopher Street Liberation Day. This Section 1b shall not apply to employees assigned to the Detective Bureau and/or "Designated as Commander of Detective Squad" and/or "Designated on Special Assignment."

Effective June 16, 2006, the Department shall have the right to reschedule employees' tours of duty on fifteen occasions without payment of pretour or post-tour overtime provided that the Department gives at least 24 hours notice to the employees whose tours are to be rescheduled. The Department may also reschedule employees' tours of duty, without payment of pre-tour or post-tour overtime, for New Year's Eve, St. Patrick's Day, Thanksgiving Day, Puerto Rican Day, West Indies Day and Christopher Street Liberation Day, provided that the Department gives notice before 12:00 A.M. of the day(s) in question. The three (3) hour rescheduling limitation for the above named dates is also eliminated.

Effective July 7, 2008, the Department shall have the right to reschedule employees' tours of duty on twenty (20) occasions without payment of pretour or post-tour overtime provided that the Department gives at least 24 hours notice to the employees whose tours are to be rescheduled. The Department may also reschedule employees' tours of duty, without payment of pre-tour or post-tour overtime, for New Year's Eve, St. Patrick's Day, Thanksgiving Day, Puerto Rican Day, West Indies Day and Christopher Street Liberation Day, provided that the Department gives notice before 12:00am of the day(s) in question. The three (3) hour rescheduling limitation for the above named dates is also eliminated.

Section 2.

Notwithstanding anything to the contrary in this Agreement, employees assigned to the Detective Bureau and/or "Designated as Commander of Detective Squad" and/or "Designated on Special Assignment" shall receive overtime compensation in the same manner and subject to the same limitations as the members of the Force detailed as First, Second or Third Grade Detectives.

Section 3.

Overtime shall be computed on a monthly basis and shall be paid no later than six (6) weeks after submission of the monthly report.

ARTICLE IV - RECALL AFTER TOUR**Section 1.**

Any employee who is recalled to duty after having completed the employee's regular tour of duty but four (4) hours or more before the commencement of the employee's next regular tour and is released without having been assigned to duty prior to the commencement of said next regular tour shall receive a minimum of four hours' pay pursuant to the regular overtime provisions of this Agreement, that is, in cash or compensatory time off at the sole option of the employee at the rate of time and one-half (i.e., the equivalent of six hours compensation at the employee's straight time rate).

Section 2.

Any employee who is recalled to duty after having completed the employee's regular tour of duty but six (6) hours or more before the commencement of the employee's next regular tour and who is assigned to duty and then released from duty prior to commencement of said next regular tour shall receive a minimum of six hours' pay pursuant to the regular overtime provisions of this Agreement, that is, in cash or compensatory time off, at the employee's sole option, at the rate of time and one-half (i.e., the equivalent of nine hours' compensation at the employee's straight time rate).

Section 3.

In the event the actual time spent on recall defined in Sections 1 and 2 of this Article extends beyond the minimum periods provided therein, the employee shall receive pay pursuant to the regular overtime provisions of this Agreement for the full period of time actually spent on such recall.

Section 4.

Notwithstanding anything to the contrary provided in Sections 1 through 3 of this Article, any employee who is recalled to duty after having completed the employee's regular tour of duty but before the commencement of the employee's next regular tour and who is assigned to duty or held without assignment for a period which extends into the commencement of that next regular tour shall receive pay pursuant to the regular overtime provisions of this Agreement only for the actual time so assigned or held.

Section 5a.

Notwithstanding anything to the contrary in Sections 1 through 4 of this Article, any employee who is recalled to duty after having completed the employee's regular tour of duty but less than four hours before the commencement of the employee's next regular tour and who is released without having been assigned to duty prior to the commencement of that next regular tour shall receive pay in cash or compensatory time off at the employee's sole option, at the rate of time and one-half, for the actual time between the beginning of such recall and the commencement of that next regular tour.

Section 5b.

Notwithstanding anything to the contrary in Sections 1 through 4 of this Article, any employee who is recalled to duty after having completed the employee's regular tour of duty but less than six hours before the commencement of the employee's next regular tour and who is assigned to duty and then released from duty prior to the commencement of that next regular tour shall receive pay in cash or compensatory time off at the employee's sole option, at the rate of time and one-half, for the actual time between the beginning of such recall and the commencement of that next regular tour.

ARTICLE V - COMPUTATION OF BENEFITS

Since the basic forty-hour week has not been changed by this Agreement, any modifications of a standard chart and use of other tours shall not affect current standard practice for the computation of compensation for holidays, vacation days, personal leave days, annuity fund contributions and other relevant benefits, which shall remain on the basis of an eight hour workday calculation.

ARTICLE VI - SALARIES**Section 1a.**

The following base annual salary and increment rates shall prevail for employees during the term of this Agreement:

Class of Positions and Steps

(i) Lieutenant

	Effective	Effective
	9/1/2007	9/1/2008
1st Step	\$87,522	\$91,023
2nd Step	\$88,961	\$92,519
3rd Step	\$89,790	\$93,382
4th Step	\$100,078	\$104,081

(ii) Lieutenant

Designated on Special Assignment or as Commander Detective Squad

	Effective	Effective
	9/1/2007	9/1/2008
1st Step	\$98,638	\$102,584
2nd Step	\$99,406	\$103,382
3rd Step	\$100,173	\$104,180
4th Step	\$110,089	\$114,493

(iii) The salary increases and base annual salary and increment rates for Lieutenant detailed as Director of Legal Bureau shall be fixed in accordance with the formula agreed

to and used by the parties in the Agreement for the period January 1, 1971 to June 30, 1973.

Section 1b.

An employee shall advance one increment step annually on the anniversary date of the employee's appointment to the class of positions occupied.

Section 2.

A laid off employee who is returned to service in the employee's former title or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

Section 3. General Wage Increase.

- a.**
- (i) Effective September 1, 2007 Employees shall receive a rate increase of 4%.
 - (ii) Effective September 1, 2008, Employees shall receive an additional rate increase of 4%.
- b.** The increases provided for in this Section 3a above shall be calculated as follows:
- (i) The increase in Section 3a(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on August 31, 2007; and
 - (ii) The rate increase in Section 3a (ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on August 31, 2008.
- c.** The general increase provided in this Section 3 shall be applied to the base rates and salary grades fixed for the applicable titles.

Section 4.

Paychecks shall be delivered to commands by 3:00 p.m. on the Thursday preceding payday for distribution after 3:00 p.m. on said Thursday.

Section 5. - Salary Itemization

The Department shall make available in convenient places in each precinct the appropriate payroll work sheets for the purpose of enabling each employee to verify the salary components of the employee's paycheck. The parties will review further the feasibility of otherwise advising each employee of all payroll components along with the employee's paycheck.

ARTICLE VII - UNIFORM ALLOWANCE

In Fiscal Years 2008 and 2009 the City shall pay to each employee a uniform allowance of \$1,100 in accord with the existing standard procedures.

ARTICLE VIII - LONGEVITY ADJUSTMENTS

Section 1.

- a.** Effective September 1, 2007 longevity adjustments shall continue to be paid as follows:
- (i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$4,245.
 - (ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000.
- b.** Effective October 1, 2008 longevity adjustments shall be paid as follows:
- (i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$5,245.
 - (ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000.
- c.** Effective October 31, 2009 longevity adjustments shall continue to be paid as follows:
- (i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$5,745.
 - (ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000.

Section 2.

- a.** The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completing 20 years of service.
- The adjustment after the 15th and 20th years shall

not be computed as salary for pension purposes until after completion of 25 years of service.

In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

- b.** The calculation of night shift differential payments shall be based upon the same factors, amounts and methodology as previously utilized.
- c.** ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

ARTICLE IX - PAYMENT FOR HOLIDAY WORK

Each employee shall receive eleven (11) paid holidays annually, payments for which shall be made in accord with existing procedures.

ARTICLE X - LEAVES

Section 1. - Sick Leave

- a.**
- (i) Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect which is service-connected pursuant to Section 14-122.1 of the Administrative Code.
 - (ii) Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect, whether or not service connected.
- b.** The Chief of Personnel shall consult with representatives of the LBA regarding the enforcement of the sick leave program in order to insure that undue restrictions will not be placed upon Lieutenants. Departmental orders in connection therewith shall be issued after consultation with the LBA.

Section 2 - Death-in-Family Leave

In the event of a death in an employee's immediate family and upon application to and approval of the employee's commanding officer or supervisory head, the employee shall receive leave with pay not exceeding four consecutive regular tours of duty. For the purposes of this section, the phrase, "immediate family," shall include any of the following: (a) a spouse, (b) a natural, foster or step-parent, child, brother or sister, (c) a father-in-law or mother-in-law, or (d) any relative residing in the employee's household. The commanding officer or supervisory head granting such leave shall verify the death and relationship of the deceased. If the deceased was in the military service of the United States at the time of the death, the employee requesting leave shall produce the official notice of death.

Section 3. - Military Leave

Military leave not exceeding a total of thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such absence shall be granted with pay to any employee requiring such leave to satisfy military obligations.

Section 4. - Special Excusals

Excused time accorded to other personnel employed by the City under circumstances such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day shall be granted equally to employees covered by this Agreement. All compensating days off shall be subject to exigencies of the Department.

Section 5. - Leave to Attend Hearings

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210, paragraph 2h of the Civil Service Law are determined not to have been in violation of Section 210.

ARTICLE XI - VACATIONS

Section 1.

The Department shall continue to provide authorized annual vacations of twentyseven work days.

Section 2.

Employees may select individual vacation days at the time vacations are picked, provided that the maximum number of employees allowed to take such individual vacation days at any time shall be 2% of the Unit Rank Complement, and provided further that no employee may choose more than one of the following holidays as an individual vacation day: Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Any employee who fails to select such individual vacation days at the time the employee makes the regular vacation pick may select such individual vacation days at a later time subject to the exigencies of the Department. Such individual vacation days shall be treated as regular vacation picks.

Section 3. - Accrual of Vacation

If the Police Department calls upon an employee in writing to forego the employee's vacation or any part thereof that portion up to a maximum of three weeks of vacation shall be carried over until such time as it can be liquidated in the following calendar year subject to the following conditions:

- (1) the selection of such vacation days shall be in the discretion of and subject to the exigencies of the Department; and
- (2) the selection of such days in the following calendar year shall be made after the regular vacation picks; and

- (3) the utilization of this vacation time shall be restricted to the months of January through May and September through November.

It is the intention of the Police Department to allow an employee to request permission to accrue vacation consistent with this provision and to grant such requests which are reasonable.

ARTICLE XII - HEALTH AND WELFARE FUND

Section 1.

- a.** Effective September 1, 2007, the City shall continue to contribute the pro-rata annual amount of \$1,400 for each employee for remittance to the Health and Welfare Fund of the Lieutenants' Benevolent Association of the City of New York ("Welfare Fund") pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel. Effective October 31, 2009, the pro-rata annual contribution shall be increased to \$1,500 for each employee.
- b.** Pursuant to its commitment, the LBA will continue to provide benefits to employees domestic partners.
- c.** To the extent permitted by law, part of the amounts so contributed may be applied to maintain an appropriate legal services plan, pursuant to the terms of a supplemental agreement between the parties as approved by the Corporation Counsel.

- d.** Effective June 16, 2003, employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Health and Welfare Fund of the Lieutenants' Benevolent Association at the time of such separation pursuant to a supplementary agreement between the City and the LBA shall continue to be so covered, subject to the provisions of Sections 1 a and b hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.

e. Civil Legal Representation Fund

Effective June 16, 2003, the City shall continue to contribute \$75 per annum for each active Employee to the Welfare Fund to the civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the applicable Welfare Fund, they are to be maintained in a separate account and shall not be commingled with the other monies received by the Welfare Fund. Only the \$75 provided above may be used for civil legal representation. No additional monies from the Welfare Fund may be used for civil legal representation.

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

Section 2.

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the date of the suspension, the employee shall receive full Health and Welfare Fund coverage for the period of the suspension.

ARTICLE XIII - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

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

Section 2.

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

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

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

Effective with the reopener period for Health Insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

- a.** Effective July 1, 1983 and thereafter, the City's cost for each employee and for each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the GHI-CBP/Blue Cross payment for family coverage shall be equal to the HIP/HMO payment for family coverage.
- b.** If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3a, the City shall not bear the additional costs.
- c.** The City shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits.

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

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

- d. Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.
- e. In the event that there is a Citywide or program wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the LBA will not be treated any better or any worse than any other Union Participating in the Citywide or Program-wide Health Program with regard to increased health insurance costs.

Section 4.

Where an employee is suspended without pay prior to disciplinary trial for disciplinary reasons for more than 30 days, the employee shall receive full health and hospitalization benefit coverage during the period of the suspension following the first 30 days. Where an employee is subsequently restored to full pay status, as of the date of suspension, the employee shall be restored to full health and hospitalization coverage for the first 30 days of the suspension.

Section 5. - Health Care Flexible Spending Account.

- a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.
- b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
- c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE XIV - A. ANNUITY FUND

Section 1.

- a. Effective September 1, 2007, the City shall continue to contribute for each employee, on a twenty eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed: \$1542.51 per annum for each Lieutenant; \$1,605.15 per annum for each Lieutenant designated on Special Assignment or as Commander of Detective Squad; and, \$1,766.97 for each Lieutenant designated as Director of Legal Bureau.
- b. Effective October 31, 2009, the City shall contribute to the annuity fund a one-time lump sum payment in the amount of \$1,338 on behalf of each active member.

Section 2.

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the employee shall receive full Annuity Fund coverage for the period of the suspension.

ARTICLE XIV - B. DEFERRED COMPENSATION

Effective July 31, 2007, the City shall make a contribution of \$300.00 per annum to the 401(a) Savings Incentive Plan on behalf of each active Employee in the bargaining unit who a) is a member of the 457 Plan and b) who invests a minimum of one percent (1%) of salary per annum.

Effective October 31, 2009, there shall be a \$3,000 one-time lump sum payment per active eligible employee into the 401(a) Savings Incentive Plan on behalf of each active Employee in the bargaining unit who a) is a member of the 457 Plan and b) who invests a minimum of one percent (1%) of salary per annum.

The Employee's 401(a) Plan account shall be invested in the same option(s) the Employee has designated for his/her 457 Plan account. The Employee's beneficiary for the 401(a) Plan shall be the same as the beneficiary designated by the Employee in the 457 Plan.

The parties will establish a labor-management committee to discuss implementation issues.

ARTICLE XV - SENIORITY

The Department recognizes the importance of seniority in filling vacancies within a command and shall make every effort to adhere to this policy, providing the senior applicant has the ability and qualifications to perform the work involved. While consultation on such matters is permissible, the final decision of the Department shall not be subject to the grievance procedure.

ARTICLE XVI - GENERAL

Section 1. - Safety Helmets

The City agrees to furnish a safety helmet and equipment related thereto for each employee. Such headgear shall conform to Police Department specifications in effect at the time of this Agreement.

Section 2. - Parking Facilities

It is the intent of the Department to make available without liability to the City, Cityowned property and on-street locations adjacent to, near or part of police stations or other command locations, as parking facilities for the personal cars of employees. A single designated representative of the Department and a single designated representative of the Union will survey locations in the vicinity of station houses to determine what space is available which could reasonably be used for police parking and, where space exists, the Department and the Union will jointly request of the appropriate City agency designation of such locations. This expressed intent of the Department does not imply any obligation or commitment on the part of the City or the Department to make available any such location or parking facilities. Where such property is provided and so designated for this purpose, the City shall not be obligated to improve the same, nor to maintain it for parking. The City need not continue to provide such property for parking when the City, in its discretion, decides to make a different use of it.

All inquiries or complaints from employees concerning the subject matter or application of this section shall be referred directly to the Union for investigation and review. The Union shall screen and thereafter shall present only those inquiries or complaints which it believes are justified to the Commanding Officer of the Office of Labor Relations of the Police Department, or the Commanding Officer's designee, for discussion and possible adjustment.

This Section shall not be subject to the grievance procedure.

Section 3. - Maintenance of Facilities

All commands and other Departmental places of assignment shall have adequate heating, hot water and sanitary facilities. The Union shall give notice to the Department of any failure to maintain these conditions. If not corrected by the Department within a reasonable time, the Union may commence a grievance at Step 3 of the grievance procedure concerning that failure.

Section 4. - Private Hospital Accommodations for Line-of-Duty Injuries

It is the intent of the City to use its best efforts to secure private room accommodations in a hospital for employees injured in the line of duty. This Section shall not be subject to the grievance procedure.

Section 5. - Information Exchange

- a. The Department will provide the Union with a copy of all Orders, Department Bulletins, "Open Door" issues, and press releases. The details of delivery shall be worked out between the parties.
- The Department will provide to the Union on a semi-annual basis a computer printout containing names and addresses of employees, listed alphabetically.
- b. The Union will provide the Department with a copy of Union publications, bulletins and press releases.

Section 6. - Meal Areas

A representative of the Department and a representative of the LBA will meet to determine an adequate meal area for employees within each command and other Departmental places of assignment. This does not contemplate rebuilding or extensive remodeling.

Section 7. - Personal Folder

- a. The Personnel Bureau will provide the Union with a list of categories of items included in the Personal Folder with an indication of those confidential items which an employee is not permitted to review.
- b. Employees may view their folders on normal business days between the hours of 9 A.M. and 5 P.M. by appearing in person at the Employee Management Division, Personnel Bureau, 10th Floor, Police Headquarters. To avoid delay, employees should call the Employee Management Division at least one day in advance.
- c. The Department will upon written request to the Chief of Personnel by the individual employee, remove from the Personnel Folder investigative reports which, upon completion of the investigation are classified "exonerated" and/or "unfounded".

Section 8. - Disciplinary Records

Where an employee has been charged with a "Schedule A" violation as listed in Patrol Guide 206-3 and such case is heard in the Trial Room and disposition of the charge at trial or on review or appeal therefrom is other than "guilty", the employee concerned may, after 2 years from such disposition, petition the Police Commissioner for a review for the purpose of expunging the record of the case. Such review will be conducted by a board composed of the Deputy Commissioner - Trials, Department Advocate, and the Chief of Personnel, or their designees. The Board will make a recommendation to the Police Commissioner. The employee concerned will be notified of the final decision of the Police Commissioner by the Deputy Commissioner - Trials.

Section 9. Disciplinary Procedures

The parties, through a joint subcommittee, shall develop procedures to insure that:

- a. All disciplinary charges shall be brought in a timely fashion pursuant to the current departmental regulations.
- b. Departmental trials shall be held as promptly as possible, utilizing additional hearing personnel.
- c. Reimbursement shall be made for any period of suspension in excess of any penalty ultimately levied.

Section 10. - Fixed Post Duty

A commanding officer may limit fixed post duty for a single employee to a single fourhour period.

Section 11. - Meal Scheduling

Employees shall not be assigned meals as a matter of practice during either the first hour and one-half or last hour and one-half of their tours. In cases of emergency this practice may be altered.

Section 12. - Lump Sum Payments

Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff to be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payment shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975.

Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 13. - Interest Payments

Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of this Agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment. Interest on longevity and step-up increments, differentials and holiday pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following its earning or one hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment. Interest on overtime pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following its earning or one hundred-twenty (120) days after the execution of this Agreement, whichever is later. Interest accrued pursuant to this paragraph shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5).

Section 14. - Public Transportation

The City and the LBA will use their best efforts to effect free transportation on buses and subways for lieutenants.

Section 15. - Polygraphs

The current practice concerning the use of polygraphs in internal investigations shall be maintained during the term of this Agreement.

Section 16. - Probationary Period

Upon an employee's satisfactory completion of six (6) months of probation, the employee's commanding officer may recommend that the employee be granted permanent status.

Section 17. - Performance Compensation

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

The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with each affected union of its intent to pay such additional compensation and the individuals to be compensated.

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

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

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

ARTICLE XVII - UNION ACTIVITY

Section 1.

Time spent by Union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, as amended, dated March 22, 1973, or any other applicable Executive Order or local law, or as otherwise provided in this Agreement. No employee shall otherwise engage in Union activities during the time the employee is assigned to the employee's regular duties.

Section 2.

LBA Trustees and delegates shall be recognized as representatives of the LBA within their respective territories and commands. For the purpose of attending the regular scheduled monthly delegate meetings, but not more than twelve (12) per year, there will be a 24-hour excusal for daytime meetings on the 1st, 2nd and 3rd platoons on the day of the meeting, and for evening meetings on the 2nd and 3rd platoons on the day of the meeting and the 1st platoon on the following day. If the delegate or officer is either sick or out-of-town on leave or assignment, or is required to appear in court, an alternate will be able to obtain this same excusal. The Union will provide the City with a list of those attending each such meeting, which shall be the basis for their payment.

Section 3.

The parties shall explore a further clarification of Departmental rules and procedures to enable LBA delegates and officers to represent properly the interests of Lieutenants. An appropriate Departmental order in this regard shall be issued.

ARTICLE XVIII - NO DISCRIMINATION

In accord with applicable law, there shall be no discrimination by the City against any employee because of Union activity.

ARTICLE XIX - NIGHT SHIFT DIFFERENTIAL

- a. There shall be a 10% night shift differential effective January 1, 1971 applicable to all employees assigned to rotating tours of duty for all work actually performed between the hours of 4:00 P.M. and 8:00 A.M. There shall be a 10% night shift differential effective January 1, 1971 applicable to all other employees for all work actually performed between the hours of 4:00 P.M. and 8:00 A.M., provided that more than one hour is actually worked after 4:00 P.M. and before 8:00 A.M.
- b. Where overtime compensation is to be calculated for tours in the regular duty chart, the overtime calculation shall be based on the rate paid for the tour to which the overtime is attached; for tours not in the regular duty chart, the overtime calculation shall be based on the rate paid for half or more of the hours of the tour to which the overtime is attached.

ARTICLE XX - OVERTIME TRAVEL GUARANTEE**Section 1.**

The assignment of an employee to a post not within the employee's permanent command (hereinafter referred to as "flying") shall in the first instance be accomplished so that the assignment originates and terminates within such employee's permanent command and within the employee's regular tour of duty.

Section 2.

Overtime travel guarantee compensation shall continue to be paid as follows:

- a. In the event that an employee is assigned to a post outside the employee's permanent command and is required to report at such post at the start of the employee's regular tour of duty, the employee shall accrue an allowance for travel to the assigned post at the rate of time and one-half for 45 minutes of travel time if the assigned post is within the same patrol borough as the employee's permanent command or at the rate of time and one-half for 1-1/4 hours if the assigned post is in a different patrol borough from that of the employee's permanent command.
- b. In the event that an employee is assigned to a post outside the employee's permanent command and cannot return to the permanent command within the regular tour of duty, the employee shall accrue an allowance for travel to the permanent command at the same rate as stated in Subsection 2(a) of this Article.

Section 3.

The overtime accrued pursuant to this Article for any one day shall be taken at the employee's sole option either all in cash or all in compensatory time off.

Section 4.

Notwithstanding anything to the contrary herein, employees assigned to the Detective Bureau and/or "Designated as Commander of Detective Squad" and/or "Designated on Special Assignment" shall not receive Overtime Travel Guarantee compensation during the entire period of such assignment, except when assigned in uniform.

ARTICLE XXI - GRIEVANCE AND ARBITRATION PROCEDURE**Section 1. Definitions**

- a. For the purposes of this Agreement the term, "grievance," shall mean:
- (1) a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement;
 - (2) a claimed violation, misinterpretation or misapplication of the rules, regulations, or procedures of the Police Department affecting terms and conditions of employment, provided that, except as otherwise provided in this Section 1(a), the term, "grievance" shall not include disciplinary matters;
 - (3) a claimed improper holding of an open-competitive rather than a promotional examination;
 - (4) a claimed assignment of the grievant to duties substantially different from those stated in the grievant's job title specifications.
- b. For the purposes of this Agreement the term "Commanding Officer" shall mean the immediate Commanding Officer of the aggrieved employee.
- c. For the purposes of this Agreement the term "Reviewing Officer" shall mean the superior officer in charge of the next higher command or level above a Commanding Officer.
- d. For the purposes of this Agreement the term "Board" shall mean the Personnel Grievance Board to be composed of three (3) members, as follows: a Deputy Commissioner or other designee of the Police Commissioner, who shall be Chairman of the Board, the Chief of Department or the Chief of Department's designee, and the President of the Union or the President's designee.
- e. For the purposes of this Agreement the term, "grievant," shall mean an employee or group of employees asserting a grievance or the Union or both, as the context requires.

Section 2.

The availability of the grievance or arbitration procedure shall not justify a failure to follow orders.

Section 3.

- a. Every grievant shall have the right to present a grievance in accord with the procedure provided herein free from coercion, interference, restraint or reprisal.
- b. The informal resolution of differences or grievances

is urged and encouraged at all levels of supervision.

- c. Commanding Officers and Reviewing Officers shall promptly consider grievances presented to them and, within the scope of their authority take such necessary action as is required herein.
- d. Commanding Officers, Reviewing Officers and members of the Personnel Grievance Board shall consider objectively the merits of grievances with due consideration to the harmonious interrelationship that is sought to be achieved among all members of the force and for the good of the Police Department.
- e. Any employee may present the employee's own grievance through the first four steps of the grievance procedure either individually (with the aid of the employee's own counsel if the employee so chooses), or through the Union, provided, however, that the Union shall have the right to have a representative present at each step of the grievance procedure.

Section 4.

Under the grievance procedure herein a grievance must be initiated within 90 days following the date on which the grievance arose or the date on which the grievant should reasonably have learned of the grievance or the execution date of this Agreement, whichever date is the latest. Grievances shall be processed according to the following procedure:

STEP I.

A grievant shall present the grievance to the Commanding Officer either orally or in writing. The Commanding Officer shall carefully consider the matter, make a decision thereon and advise the grievant of the decision within five (5) days of the grievance's submission.

STEP II.

If the grievance is not satisfactorily adjusted at Step I, the grievant may seek the following review within ten days after receipt of the Step I decision. The grievant shall reduce the grievance to writing on Form P.D. 158-151 (in triplicate), setting forth a concise statement of the grievance and the results of the proceedings at Step I. The grievant shall forward two copies to the appropriate Reviewing Officer and retain one copy for personal use. The Reviewing Officer shall forward one copy to the Commanding Officer, requesting the Commanding Officer's comments. The Reviewing Officer shall carefully consider said grievance, make a determination, and notify the grievant and the Commanding Officer of the Reviewing Officer's decision within ten (10) days following receipt of the grievance.

STEP III.

If the grievance is still not satisfactorily adjusted, the grievant may, not later than ten days after notification of the Reviewing Officer's decision, seek further review as follows:

The grievant shall prepare a report on P.D. 158-151 (in quintuplicate) setting forth a concise statement of the grievance and the results of the proceedings at Steps I and II. The grievant shall forward four copies of the report through official channels to the Chairman, Personnel Grievance Board, retaining one copy for personal use. The Board shall forward one copy to the Reviewing Officer, requesting the Reviewing Officer's comments thereon. The Personnel Grievance Board shall meet at least once a month on a date designated by the Chairman. At each meeting, the Board shall consider all grievances which, at least five days prior to such meeting, have been properly referred to the Board. The grievant may choose to have the grievant's representatives present at the meeting, at which time oral and written statements may be presented.

The Board shall carefully consider said grievance, make a determination and notify the grievant, the Commanding Officer and the Reviewing Officer, in writing, of its decision within seven days after the meeting at which the grievance is considered.

It is understood and agreed by and between the parties that there are certain grievable disputes which are of a Department level or of such scope as to make adjustments at Step I or Step II of the grievance procedure impracticable, and, therefore, such grievances may be instituted at Step III of the grievance procedure by filing the required written statement of the grievance directly with the Chairman of the Personnel Grievance Board; the Chairman or Chairman's designee shall convene a meeting of the Board within five (5) working days following receipt of the grievance, and the Board shall render its decision within five (5) working days following that meeting.

STEP IV.

Where the grievance is not satisfactorily adjusted at Step III, the grievant may refer the grievance, not later than thirty (30) calendar days after notification of the Board's decision, to the Police Commissioner for determination; and the Police Commissioner shall make a determination within ten (10) working days following receipt of the grievance. This determination shall be made after appropriate consultation with any or all parties to the grievance, including the Chairman of the Board and/or the Board members; and copies shall be sent to the grievant and the Union.

Grievances which affect substantial numbers of employees may be compressed by elimination of the fourth Step of the grievance procedure.

Section 5.

At every step of these procedures, the grievant and the officer considering the grievance shall work for a satisfactory adjustment. At any step, the Commanding Officer, the Reviewing Officer, and the Board shall have the right to summon the grievant and any and all persons considered necessary to the equitable adjustment of the grievance. Proceedings shall be informal. The Chairman of the Personnel Grievance Board shall take such steps to implement the provisions concerning grievances as are necessary for the proper and effective operation of the procedures provided for herein. The Chairman shall resolve questions as to jurisdictional responsibility of Commanding Officers and Reviewing Officers and shall work out the operational details of the program. For these purposes, the Chairman shall issue orders and instructions through the Chief of Department not inconsistent with the provisions of this Article.

Section 6.

The grievance procedure established hereinbefore is designed

to operate within the framework of, and is not intended to abolish or supersede, existing rules and procedures providing for additional methods of redress. These include, but are not limited to, the existing rights of a grievant to request an interview with the Police Commissioner.

Section 7.

Any or all of the foregoing grievance steps may be waived by the written consent of both parties.

Section 8.

Within twenty (20) days following receipt of the Police Commissioner's Step IV decision, the Union shall have the right to bring grievances unresolved at Step IV to impartial arbitration pursuant to the New York City Collective Bargaining Law and the Consolidated Rules of the New York City Office of Collective Bargaining. In addition, upon ten (10) days' written notice to the Union, the City shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The City shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining, with a copy to the Union; and the matter shall proceed pursuant to the Consolidated Rules of the Office of Collective Bargaining.

A permanent rotating Panel of three (3) Arbitrators shall be established, drawn from the official panel of the Office of Collective Bargaining, as agreed to by both parties. The members of the Panel shall be assigned on a rotating basis to arbitrate all grievances under this Section.

The assigned Arbitrator shall hold a hearing at a time and place convenient to the parties and a transcript shall be taken unless the taking of a transcript is waived by both parties. The arbitrator shall attempt to issue an award within ten (10) days after the completion of the hearing.

The City and the Union shall each pay 50% of the fees and expenses of the Arbitrator and of all other expenses incidental to such arbitration. The costs of one copy for each party and one copy for the Arbitrator of the transcripts shall be borne equally by the parties.

Section 9.

In case of grievances falling within Sections 1(a)(1) or 1(a)(2) of this Article, the arbitrator's decision, and order or award (if any), shall be limited to the application and interpretation of the collective bargaining Agreement, rule, regulation, procedure, order or job title specification involved, and the Arbitrator shall not add to, subtract from, or modify any such Agreement, rule, regulation, procedure, order or job title specification. An Arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accord with Article Seventy-Five of the Civil Practice Law and Rules, except that awards as to grievances concerning assignment of the grievant to duties substantially different from those stated in the grievant's job title specification or the use of an open-competitive rather than promotional examination, shall be final and binding and enforceable only to the extent permitted by law. An Arbitrator may provide for and direct such relief as the Arbitrator determines to be necessary and proper, subject to the limitation set forth above and any applicable limitations of law.

Section 10.

The time limits contained in this Article may be modified by mutual agreement. In the event that the Department fails to comply with the time limits prescribed herein, the grievance may be advanced to the next step.

ARTICLE XXII - LINE-OF-DUTY DEATH BENEFIT

In the event an employee dies because of a line-of-duty injury received during the actual and proper performance of police service relating to the alleged or actual commission of an unlawful act, or directly resulting from a characteristic hazard of police duty, through no fault of the employee's, a payment of \$25,000 shall be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

ARTICLE XXIII - DEATH BENEFIT-UNUSED LEAVE AND COMPENSATORY TIME

If an employee dies while employed by the City, the employee's beneficiary designated under the Retirement System or, if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- a. All unused accrued leave up to a maximum of 54 days' credit;
- b. All unused accrued compensatory time earned subsequent to January 1, 1971 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE XXIV - OPTIONAL WORK DURING VACATIONS**Section 1.**

Any employee may volunteer to work for one five-day period during such employee's vacation leave. Whether the volunteer will be assigned to duty is within the discretion of the Department. If assigned to duty, the assignment shall be at the discretion of the Department to any regular platoon in any one command for the entire five-day period. No employee shall be discriminated against in the application of this Section because the employee is in the last year of service.

Section 2.

An employee who so volunteers shall be compensated at the employee's regular straight-time rate of pay for all work performed during the assigned platoon's regular hours of work. Except as otherwise provided in this Article, all other provisions of this Agreement shall be applicable to work so performed.

Section 3.

Contributions under Article XII (Health and Welfare Fund) and Article XIV (Annuity Fund) of this Agreement shall not be paid for work performed pursuant to this Article.

Section 4.

For the purposes of Article XX (Overtime Travel Guarantee) of this Agreement, the command to which an employee is so assigned for the five-day period shall be deemed that employee's "permanent command."

ARTICLE XXV - NO STRIKES

In accord with applicable law, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XXVI - EMPLOYEES SPECIALLY ASSIGNED OR DESIGNATED

Notwithstanding anything to the contrary contained in this

agreement, employees assigned to the Detective Bureau and/or "Designated as Commander of the Detective Squad" and/or "Designated on Special Assignment" shall be eligible for the receipt of benefits under this Agreement in the same manner and under the same circumstances as Members of the Force detailed as First, Second and Third Grade Detectives.

ARTICLE XXVII - BULLETIN BOARDS

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the employer for employees to read. All notices shall be on Union stationery, shall be used only to notify employees of matters pertaining to Union affairs, and shall not contain any derogatory or inflammatory statements concerning the City, the Department, or personnel employed by either entity.

ARTICLE XXVIII - NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

ARTICLE XXIX - SAVINGS CLAUSE

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

ARTICLE XXX - LABOR-MANAGEMENT COMMITTEE

Section 1.
The City 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 may recommend to the Police Commissioner changes in the working conditions of the employees, including, but not limited to, the following subjects: the adequate levels of police coverage to ensure the safety of employees on duty; and excusal policy for employees appearing in court after the midnight tour. 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 Police Commissioner 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 chairman from among its members at each meeting. The chairmanship of the committee shall alternate between members designated by the Police Commissioner 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 Police Commissioner in writing.

At the request of either the Police Department or the L.B.A., a representative of the Mayor's Office of Labor Relations will sit in on the Labor Management Committee.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the City 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 XXXI - 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 XXXII - TERM

The term of this Agreement shall commence on September 1, 2007 and shall expire at midnight on October 31, 2009.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF NEW YORK

LIEUTENANTS' BENEVOLENT
ASSOCIATION OF THE CITY OF
NEW YORK

BY /s/
JAMES F. HANLEY
Commissioner
Labor Relations

BY /s/
THOMAS SULLIVAN
President

APPROVED AS TO FORM:

BY /s/
PAUL T. REPHEN
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:

UNIT: LIEUTENANTS

TERM: September 1, 2007 to October 31, 2009

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway - Suite 850
New York, New York 10279

Re: LBA Agreement for the period
September 1, 2007 to October 31, 2009

Dear Lieutenant Sullivan:

Lieutenants assigned to Patrol Precinct and Highway Unit desk duty shall be scheduled to work 243.33 tours of duty a year consisting of 8 hour and 35 minute tours.

Lieutenants assigned to the Patrol Boroughs performing duty

as borough replacement for Patrol Precinct and Highway Unit desk officers ("Replacement Lieutenants") shall also perform 243.33-8 hour and 35 minute tours. Article III, '1b and Article XXI shall not be applicable to these "Replacement Lieutenants."

Borough Lieutenants rescheduled for other than desk duty assignments shall receive the Overtime Travel Guarantee where appropriate.

Effective August 1, 2006, as a result of the 2003-07 collective bargaining agreement, all employees shall work an additional ten (10) minutes per tour.

Very truly yours,

/s/

James F. Hanley

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway - Suite 850
New York, New York 10279

Re: LBA Agreement for the period
September 1, 2007 to October 31, 2009

Dear Lieutenant Sullivan:

A Committee will be constituted of eight persons, four appointed by the City and four by the LBA, to survey the availability of parking locations in the vicinity of station houses. This Committee shall report within 90 days after ratification of the above Agreement which report shall make recommendation to increase the availability of parking spaces if that result is legally permissible and administratively possible.

Very truly yours,

/s/

James F. Hanley

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway - Suite 850
New York, N.Y. 10279

Re: LBA Agreement for the period September 1, 2007 to
October 31, 2009

Dear Lieutenant Sullivan:

This is to confirm our mutual understanding and agreement regarding the increased number of appearances required by certain Lieutenants as follows:

A. Effective July 1, 1990, as a result of the 1987-90 collective bargaining agreement, each employee shall be required to work two (2) additional tours beyond the number currently required.

Each employee promoted to Lieutenant on or after July 1, 1990 shall be required to work three (3) additional tours per year beyond the number required for a similarly situated incumbent Lieutenant.

B. Effective July 1, 1995, as a result of the 1992-95 collective bargaining agreement, the following shall apply to each employee promoted to Lieutenant on or after July 1, 1990:

After serving five (5) years in the rank of Lieutenant, employees shall be required to work two (2) additional tours per year beyond the number required for a similarly situated incumbent Lieutenant promoted prior to July 1, 1990. After serving six (6) years in the rank of Lieutenant, employees shall be required to work one (1) additional tour per year beyond the number required for a similarly situated incumbent Lieutenant promoted prior to July 1, 1990. After serving seven (7) years in the rank of Lieutenant, employees shall work the same number of tours per year as a similarly situated incumbent Lieutenant promoted prior to July 1, 1990.

C. Effective August 1, 2006, pursuant to the 2003-07 collective bargaining agreement, the following shall apply:

In addition to the above number of additional tours required to be worked, all employees promoted on or after August 1, 2006 shall be required to forego an additional thirteen (13) chart days per year for seven (7) years. After serving seven (7) years in the rank of Lieutenant, employees shall work the same number of tours per year as a similarly situated incumbent Lieutenant promoted prior to August 1, 2006. D. Effective October 1, 2008, the following shall replace section C above: In addition to the above number of additional tours required to be worked, employees promoted on or after August 1, 2006 shall be required to forego an additional 13 chart days per year for the first two years in the rank of Lieutenant, and additional 12 per year in the 3rd year, and an additional 11 per year in years 4 through 7. After serving seven years in the rank of Lieutenant, employees shall work the same number of tours per year as a similarly situated incumbent Lieutenant promoted prior to August 1, 2006.

Very truly yours,

/s/

James F. Hanley

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
September 1, 2007 to October 31, 2009

Dear Lieutenant Sullivan:

This is to confirm our mutual understanding and agreement regarding Article XIII of the above Agreement. If the stabilization fund referred to does not have sufficient monies to maintain the then current level of health insurance benefits provided under GHI-CBP/Blue Cross plan, payroll deductions in the appropriate amounts shall be taken from employees and retirees enrolled in such plan unless agreement is reached on a program wide basis to take the needed monies from the contributions to the welfare fund provided in Article XII of the above Agreement.

Very truly yours,

/s/

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE LBA

BY: /s/
Thomas Sullivan

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

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

Lieutenant Thomas Sullivan
President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
September 1, 2007 to October 31, 2009

Dear Lieutenant Sullivan:

This is to confirm our mutual understanding and agreement that the Lieutenants Benevolent Association (LBA) has accepted and agreed to be bound by the terms of the 2000-2003 LBA Agreement. It is understood that up to \$25 per each active employee per year to be allocated as a "Civil Legal Representation Fund" by the employer is subject to further discussions. The contributions which are provided could be for benefits other than civil legal representation expenses and if so, are subject to the employer's agreement.

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

Very truly yours,

/s/

James F. Hanley

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
September 1, 2007 to October 31, 2009

Dear Lieutenant Sullivan:

The City and the LBA recognize that, pursuant to Administrative Code Section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for LBA members. The parties further recognize that a significant number of LBA members have utilized the LBA Health and Welfare Fund to pay for these prescription drugs without reimbursement by the City. The LBA agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty injury prescription drugs.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

/s/

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA

BY /s/
Thomas Sullivan

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
September 1, 2007 to October 31, 2009

Dear Lieutenant Sullivan:

This is to confirm that during negotiations for the successor agreement to this 2007-2009 agreement the parties shall negotiate the issue of increasing the City's contribution to the LBA Health and Welfare Fund as the first issue to be addressed. The issues to be negotiated shall include the intent of the parties to equalize the City's total contribution to the LBA Health and Welfare Fund with the total contributions made by the City to other health and welfare funds on behalf of other employees and that the LBA shall be responsible for the cost of such increased contributions.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

/s/

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA

BY /s/
Thomas Sullivan

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
September 1, 2007 to October 31, 2009

Dear Lieutenant Sullivan:

Effective 11/1/98, the City shall grant one (1) additional full-time release position. Such additional release time shall be governed by Executive Order 75 ("EO 75"), except insofar as the LBA has funded the ongoing costs of such additional release time for the term of this agreement and thereafter out of the settlement costs of the prior collective bargaining agreement and therefore Section 4(1) of EO 75 shall not apply to this additional release time.

Very truly yours,

/s/

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA

BY /s/
Thomas Sullivan

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
September 1, 2007 to October 31, 2009

Dear Lieutenant Sullivan:

Upon ratification, the Union shall withdraw, with prejudice, the following case(s):

- Failure to implement 12-Hour Tour Pilot Program Improper Practice.
- Failure to implement Night Shift Differential Payment Improper Practice.

(BCB-2633-07)

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

Very truly yours,

/s/

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA

BY /s/
Thomas Sullivan

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
September 1, 2007 to October 31, 2009

Dear Lieutenant Sullivan:

This is to confirm our mutual understanding and agreement regarding the length of the tour and the increased number of appearances required by certain Lieutenants as follows:

Duty Schedules

a. Effective August 1, 2006, for all new promotees the length of the tour shall be eight hours and forty-five minutes (8:45), inclusive of the additional time further specified in paragraph c., below.

b. In addition to the number of additional tours required to be worked pursuant to the 2000-2003 LBA unit agreement, all employees promoted on or after August 1, 2006 shall be required to forego an additional thirteen (13) chart days per year for seven (7) years. After serving seven (7) years in the rank of Lieutenant, employees shall work the same number of tours per year as a similarly situated incumbent Lieutenant promoted prior to August 1, 2006.

c. Effective August 1, 2006, all employees shall work an additional ten (10) minutes per tour.

d. Effective October 1, 2008, the LBA will buyback one chart day on the third anniversary and one additional chart day on the fourth anniversary for Lieutenants promoted on or after August 1, 2006.

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

Very truly yours,

/s/

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA

BY /s/
Thomas Sullivan

THE POLICE COMMISSIONER
CITY OF NEW YORK

March 23, 2009

Lieutenant Thomas Sullivan
Lieutenants Benevolent Association
233 Broadway – Suite 1801
New York, NY 10279

Re: LBA AGREEMENT FOR THE PERIOD
SEPTEMBER 1, 2007 TO OCTOBER 31, 2011

Dear Lieutenant Sullivan,

A representative of the Lieutenants Benevolent Association shall be a member of the Disciplinary Advisory Labor Management Committee established to review the existing disciplinary process of the Police Department, in addition to the Police Benevolent Association (PBA) representative, the Deputy Commissioner of Trials, the Department Advocate and the Deputy Commissioner of Labor Relations. The committee shall make recommendations to the Police Commissioner on the operation of the disciplinary machinery.

Sincerely,

s/s

Raymond W. Kelly
Police Commissioner

1 Police Plaza, New York, NY 10038 · 646-610-5410.
Fax: 646.610.5865
Website: http://nyc.gov/nypd

THE POLICE COMMISSIONER
CITY OF NEW YORK

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Lieutenant Thomas Sullivan
Lieutenants Benevolent Association
233 Broadway – Suite 1801
New York, NY 10279

Re: LBA AGREEMENT FOR THE PERIOD
SEPTEMBER 1, 2007 TO OCTOBER 31, 2011

Dear Lieutenant Sullivan,

Please be advised that the Police Department will fill permanent vacancies where they exist in the Patrol Precinct Desk assignments from the Borough Replacement Lieutenants assigned within the borough. This shall not be subject to the grievance procedure.

In addition, it is the intent of the Department, if possible, to give a Borough Replacement Lieutenant seventy-two (72) hours notice prior to rescheduling his tour of duty. This shall not be subject to the grievance procedure.

Sincerely,

s/s

Raymond W. Kelly
Police Commissioner

1 Police Plaza, New York, NY 10038 · 646-610-5410.
Fax: 646.610.5865
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Lieutenants' Benevolent Association
2009-2011 Agreement

Agreement made this 2nd day of February, 2009, by and between the **City of New York** (hereinafter called "the **City**" or "the **Employer**"), acting by the Commissioner of Labor Relations, and the **Lieutenants' Benevolent Association of the City of New York** (hereinafter called "the **Union**" or the "**LBA**"), for the period from **November 1, 2009 to October 31, 2011**.

WITNESSETH:

WHEREAS, the Lieutenants employed by the City have duly designated the Union as their exclusive bargaining representative for the purpose of collective bargaining with the City with respect to wages, hours and conditions of employment; and

WHEREAS, the Union and the City desire to cooperate in establishing conditions which will tend to secure standards and conditions of employment consistent with the dignity of Lieutenants, and to provide methods for fair and peaceful adjustment of disputes that may arise between the Union and the City; and

WHEREAS, as a result of collective bargaining the parties have reached an Agreement which they desire to reduce to writing;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The City recognizes the Union as the sole and exclusive collective bargaining representative for the unit consisting of the employees of the New York City Police Department in the title of Lieutenant.

Section 2.

Except as otherwise provided herein, for purposes of this Agreement, the terms "employee" or "employees" and "Lieutenant" or "Lieutenants" shall be interchangeable and shall relate solely to employees in the unit described in Section 1 of this Article.

ARTICLE II - UNION SECURITY-DUES CHECKOFF

Section 1.

All employees covered by this agreement shall be free to become and remain members of the Union in good standing.

Section 2.

The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in the unit in accord with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Regulating the Checkoff of Union Dues" and in accord with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues and Agency Shop Fees" and any executive orders which amend or supersede said Executive Orders.

Section 3.

An 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, in accord with Section 2 of this Article II, which bears the signature of the employee.

Section 4.

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

ARTICLE III - HOURS AND OVERTIME

Section 1a.

Except as otherwise provided herein, all ordered and/or authorized overtime in excess of 40 hours in any week or in excess of the hours required of an employee by reason of the employee's regular duty chart if a week's measurement is not appropriate, whether of an emergency nature or of a non-emergency nature, shall be compensated for either by cash payment or compensatory time off, at the rate of time and one-half, at the sole option of the employee. Such cash payments or compensatory time off shall be computed on the basis of completed fifteen (15) minute segments.

Section 1b.

In order to preserve the intent and spirit of this Section on overtime compensation, there shall be no rescheduling of days off and/or tours of duty. This restriction shall apply both to the retrospective crediting of time off against hours already worked and to the anticipatory re-assignment of personnel to different days off and/or tours of duty. Notwithstanding anything to the contrary contained herein, the Department shall not have the right to reschedule employees' tours of duty, except that the Department shall have the right to reschedule employees' tours of duty on ten (10) occasions without payment of pretour or post-tour overtime provided that the Department gives at least 24 hours notice to the employees whose tours are to be rescheduled, and that on the following occasions the Department may reschedule employees' tours of duty by not more than three hours before or after normal starting time for such tours, without payment of pretour or post-tour overtime provided that the Department gives at least seven days' advance notice to the employees whose tours are to be so rescheduled: New Year's Eve, St. Patrick's Day, Thanksgiving Day, Puerto Rican Day, West Indies Day and Christopher Street Liberation Day. This Section 1b shall not apply to employees assigned to the Detective Bureau and/or "Designated as Commander of Detective Squad" and/or "Designated on Special Assignment."

Effective June 16, 2006, the Department shall have the right to reschedule employees' tours of duty on fifteen (15) occasions without payment of pretour or post-tour overtime provided that the Department gives at least 24 hours notice to the employees whose tours are to be rescheduled. The Department may also reschedule employees' tours of duty, without payment of pre-tour or post-tour overtime, for New Year's Eve, St. Patrick's Day, Thanksgiving Day, Puerto Rican Day, West Indies Day and Christopher Street Liberation Day, provided that the Department gives notice before 12:00am of the day(s) in question. The three (3) hour rescheduling limitation for the above named dates is also eliminated.

Effective July 7, 2008, the Department shall have the right to reschedule employees' tours of duty on twenty (20) occasions without payment of pretour or post-tour overtime provided that the Department gives at least 24 hours notice to the employees whose tours are to be rescheduled. The Department may also reschedule employees' tours of duty, without payment of pre-tour or post-tour overtime, for New Year's Eve, St. Patrick's Day, Thanksgiving Day, Puerto Rican Day, West Indies Day and Christopher Street Liberation Day, provided that the Department gives notice before 12:00am of the day(s) in question. The three (3) hour rescheduling limitation for the above named dates is also eliminated.

Section 2.
Notwithstanding anything to the contrary in this Agreement, employees assigned to the Detective Bureau and/or "Designated as Commander of Detective Squad" and/or "Designated on Special Assignment" shall receive overtime compensation in the same manner and subject to the same limitations as the members of the Force detailed as First, Second or Third Grade Detectives.

Section 3.
Overtime shall be computed on a monthly basis and shall be paid no later than six (6) weeks after submission of the monthly report.

ARTICLE IV - RECALL AFTER TOUR

Section 1.
Any employee who is recalled to duty after having completed the employee's regular tour of duty but four (4) hours or more before the commencement of the employee's next regular tour and is released without having been assigned to duty prior to the commencement of said next regular tour shall receive a minimum of four hours' pay pursuant to the regular overtime provisions of this Agreement, that is, in cash or compensatory time off at the sole option of the employee at the rate of time and one-half (i.e., the equivalent of six hours compensation at the employee's straight time rate).

Section 2.
Any employee who is recalled to duty after having completed the employee's regular tour of duty but six (6) hours or more before the commencement of the employee's next regular tour and who is assigned to duty and then released from duty prior to commencement of said next regular tour shall receive a minimum of six hours' pay pursuant to the regular overtime provisions of this Agreement, that is, in cash or compensatory time off, at the employee's sole option, at the rate of time and one-half (i.e., the equivalent of nine hours' compensation at the employee's straight time rate).

Section 3.
In the event the actual time spent on recall defined in Sections 1 and 2 of this Article extends beyond the minimum periods provided therein, the employee shall receive pay pursuant to the regular overtime provisions of this Agreement for the full period of time actually spent on such recall.

Section 4.
Notwithstanding anything to the contrary provided in Sections 1 through 3 of this Article, any employee who is recalled to duty after having completed the employee's regular tour of duty but before the commencement of the employee's next regular tour and who is assigned to duty or held without assignment for a period which extends into the commencement of that next regular tour shall receive pay pursuant to the regular overtime provisions of this Agreement only for the actual time so assigned or held.

Section 5a.
Notwithstanding anything to the contrary in Sections 1 through 4 of this Article, any employee who is recalled to duty after having completed the employee's regular tour of duty but less than four hours before the commencement of the employee's next regular tour and who is released without having been assigned to duty prior to the commencement of that next regular tour shall receive pay in cash or compensatory time off at the employee's sole option, at the rate of time and one-half, for the actual time between the beginning of such recall and the commencement of that next regular tour.

Section 5b.
Notwithstanding anything to the contrary in Sections 1 through 4 of this Article, any employee who is recalled to duty after having completed the employee's regular tour of duty but less than six hours before the commencement of the employee's next regular tour and who is assigned to duty and then released from duty prior to the commencement of that next regular tour shall receive pay in cash or compensatory time off at the employee's sole option, at the rate of time and one-half, for the actual time between the beginning of such recall and the commencement of that next regular tour.

ARTICLE V - COMPUTATION OF BENEFITS

Since the basic forty-hour week has not been changed by this Agreement, any modifications of a standard chart and use of other tours shall not affect current standard practice for the computation of compensation for holidays, vacation days, personal leave days, annuity fund contributions and other relevant benefits, which shall remain on the basis of an eight hour workday calculation.

ARTICLE VI - SALARIES

Section 1a.
The following base annual salary and increment rates shall prevail for employees during the term of this Agreement:

Class of Positions and Steps

(i) Lieutenant

	Effective 11/1/2009	Effective 11/1/2010
1st Step	\$ 98,164	\$102,091
2nd Step	\$ 98,550	\$102,492
3rd Step	\$ 99,000	\$102,960
4th Step	\$108,244	\$112,574

(ii) Lieutenant

Designated on Special Assignment or as Commander Detective Squad

	Effective 11/1/2009	Effective 11/1/2010
1st Step	\$109,187	\$113,554
2nd Step	\$110,317	\$114,730
3rd Step	\$111,747	\$116,217

4th Step \$119,073 \$123,836

(iii) The salary increases and base annual salary and increment rates for Lieutenant detailed as Director of Legal Bureau shall be fixed in accordance with the formula agreed to and used by the parties in the Agreement for the period January 1, 1971 to June 30, 1973.

Section 1b.
An employee shall advance one increment step annually on the anniversary date of the employee's appointment to the class of positions occupied.

Section 2.
A laid off employee who is returned to service in the employee's former title or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

Section 3. General Wage Increase.
a. (i) Effective November 1, 2009 Employees shall receive a rate increase of 4%.
(ii) Effective November 1, 2010, Employees shall receive an additional rate increase of 4%.
b. The increases provided for in this Section 3a above shall be calculated as follows:
(i) The increase in Section 3a(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on October 31, 2009; and
(ii) The rate increase in Section 3a (ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on October 31, 2010.
c. The general increase provided in this Section 3 shall be applied to the base rates and salary grades fixed for the applicable titles.

Section 4.
Paychecks shall be delivered to commands by 3:00 p.m. on the Thursday preceding payday for distribution after 3:00 p.m. on said Thursday.

Section 5 - Salary Itemization
The Department shall make available in convenient places in each precinct the appropriate payroll work sheets for the purpose of enabling each employee to verify the salary components of the employee's paycheck. The parties will review further the feasibility of otherwise advising each employee of all payroll components along with the employee's paycheck.

ARTICLE VII - UNIFORM ALLOWANCE

In Fiscal Years 2010 and 2011 the City shall pay to each employee a uniform allowance of \$1,100 in accord with the existing standard procedures.

ARTICLE VIII - LONGEVITY ADJUSTMENTS

Section 1.
a. Effective November 1, 2009 longevity adjustments shall continue to be paid as follows:
(i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$5,745.
(ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000.
(iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,000.
(iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000.
b. Effective October 31, 2011, longevity adjustments shall be paid as follows:
(i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$5,745.
(ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000.
(iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,500.
(iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000.

Section 2.
a. The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completing 20 years of service.
The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service.
In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.
b. The calculation of night shift differential payments shall be based upon the same factors, amounts and

methodology as previously utilized.

c. ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

ARTICLE IX - PAYMENT FOR HOLIDAY WORK

Each employee shall receive eleven (11) paid holidays annually, payments for which shall be made in accord with existing procedures.

ARTICLE X - LEAVES

Section 1. - Sick Leave
a. (i) Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect which is service-connected pursuant to Section 14-122.1 of the Administrative Code.
(ii) Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect, whether or not service connected.
b. The Chief of Personnel shall consult with representatives of the LBA regarding the enforcement of the sick leave program in order to insure that undue restrictions will not be placed upon Lieutenants. Departmental orders in connection therewith shall be issued after consultation with the LBA.

Section 2 - Death-in-Family Leave

In the event of a death in an employee's immediate family and upon application to and approval of the employee's commanding officer or supervisory head, the employee shall receive leave with pay not exceeding four consecutive regular tours of duty. For the purposes of this section, the phrase, "immediate family," shall include any of the following: (a) a spouse, (b) a natural, foster or step-parent, child, brother or sister, (c) a father-in-law or mother-in-law, or (d) any relative residing in the employee's household. The commanding officer or supervisory head granting such leave shall verify the death and relationship of the deceased. If the deceased was in the military service of the United States at the time of the death, the employee requesting leave shall produce the official notice of death.

Section 3. - Military Leave

Military leave not exceeding a total of thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such absence shall be granted with pay to any employee requiring such leave to satisfy military obligations.

Section 4. - Special Excusals

Excused time accorded to other personnel employed by the City under circumstances such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day shall be granted equally to employees covered by this Agreement. All compensating days off shall be subject to exigencies of the Department.

Section 5. - Leave to Attend Hearings

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210, paragraph 2h of the Civil Service Law are determined not to have been in violation of Section 210.

ARTICLE XI - VACATIONS

Section 1.
The Department shall continue to provide authorized annual vacations of twentyseven work days.

Section 2.
Employees may select individual vacation days at the time vacations are picked, provided that the maximum number of employees allowed to take such individual vacation days at any time shall be 2% of the Unit Rank Complement, and provided further that no employee may choose more than one of the following holidays as an individual vacation day: Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Any employee who fails to select such individual vacation days at the time the employee makes the regular vacation pick may select such individual vacation days at a later time subject to the exigencies of the Department. Such individual vacation days shall be treated as regular vacation picks.

Section 3. - Accrual of Vacation

If the Police Department calls upon an employee in writing to forego the employee's vacation or any part thereof that portion up to a maximum of three weeks of vacation shall be carried over until such time as it can be liquidated in the following calendar year subject to the following conditions:

- (1) the selection of such vacation days shall be in the discretion of and subject to the exigencies of the Department; and
- (2) the selection of such days in the following calendar year shall be made after the regular vacation picks; and
- (3) the utilization of this vacation time shall be restricted to the months of January through May and September through November.

It is the intention of the Police Department to allow an employee to request permission to accrue vacation consistent with this provision and to grant such requests which are reasonable.

ARTICLE XII - HEALTH AND WELFARE FUND

Section 1.
a. Effective November 1, 2009, the City shall continue to contribute the pro-rata annual amount of \$1,500

for each employee for remittance to the Health and Welfare Fund of the Lieutenants' Benevolent Association of the City of New York ("Welfare Fund") pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

- b. Pursuant to its commitment, the LBA will continue to provide benefits to employees domestic partners.
- c. To the extent permitted by law, part of the amounts so contributed may be applied to maintain an appropriate legal services plan, pursuant to the terms of a supplemental agreement between the parties as approved by the Corporation Counsel.

- d. Effective June 16, 2003, employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Health and Welfare Fund of the Lieutenants' Benevolent Association at the time of such separation pursuant to a supplementary agreement between the City and the LBA shall continue to be so covered, subject to the provisions of Sections 1 a and b hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.

e. Civil Legal Representation Fund

Effective November 1, 2009, the City shall continue to contribute \$75 per annum for each active Employee to the Welfare Fund to the civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the applicable Welfare Fund, they are to be maintained in a separate account and shall not be commingled with the other monies received by the Welfare Fund. Only the \$75 provided above may be used for civil legal representation. No additional monies from the Welfare Fund may be used for civil legal representation.

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

Section 2.

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the date of the suspension, the employee shall receive full Health and Welfare Fund coverage for the period of the suspension.

ARTICLE XIII - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

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

Section 2.

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

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

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

Effective with the reopener period for Health Insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

- a. Effective July 1, 1983 and thereafter, the City's cost for each employee and for each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the GHI-CBP/Blue Cross payment for family coverage shall be equal to the HIP/HMO payment for family coverage.

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

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

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

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

- d. Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of

the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.

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

Section 4.

Where an employee is suspended without pay prior to disciplinary trial for disciplinary reasons for more than 30 days, the employee shall receive full health and hospitalization benefit coverage during the period of the suspension following the first 30 days. Where an employee is subsequently restored to full pay status, as of the date of suspension, the employee shall be restored to full health and hospitalization coverage for the first 30 days of the suspension.

Section 5. - Health Care Flexible Spending Account.

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

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

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

ARTICLE XIV - A. ANNUITY FUND

Section 1.

- a. Effective November 1, 2009, the City shall continue to contribute for each employee, on a twenty eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed: \$1542.51 per annum for each Lieutenant; \$1,605.15 per annum for each Lieutenant designated on Special Assignment or as Commander of Detective Squad; and, \$1,766.97 for each Lieutenant designated as Director of Legal Bureau.

- b. Effective October 31, 2011, the City shall contribute to the annuity fund a one-time lump sum payment in the amount of \$892.00 on behalf of each active member.

Section 2.

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the employee shall receive full Annuity Fund coverage for the period of the suspension.

ARTICLE XIV - B. DEFERRED COMPENSATION

Effective November 1, 2009, the City shall continue to contribute \$300.00 per annum to the 401(a) Savings Incentive Plan on behalf of each active Employee in the bargaining unit who a) is a member of the 457 Plan and b) who invests a minimum of one percent (1%) of salary per annum.

Effective October 31, 2011, there shall be a \$1,784 one-time lump sum payment per active eligible employee into the 401(a) Savings Incentive Plan on behalf of each active Employee in the bargaining unit who a) is a member of the 457 Plan and b) who invests a minimum of one percent (1%) of salary per annum.

The Employee's 401(a) Plan account shall be invested in the same option(s) the Employee has designated for his/her 457 Plan account. The Employee's beneficiary for the 401(a) Plan shall be the same as the beneficiary designated by the Employee in the 457 Plan.

The parties will establish a labor-management committee to discuss implementation issues.

ARTICLE XV - SENIORITY

The Department recognizes the importance of seniority in filling vacancies within a command and shall make every effort to adhere to this policy, providing the senior applicant has the ability and qualifications to perform the work involved. While consultation on such matters is permissible, the final decision of the Department shall not be subject to the grievance procedure.

ARTICLE XVI - GENERAL

Section 1. - Safety Helmets

The City agrees to furnish a safety helmet and equipment related thereto for each employee. Such headgear shall conform to Police Department specifications in effect at the time of this Agreement.

Section 2. - Parking Facilities

It is the intent of the Department to make available without liability to the City, Cityowned property and on-street locations adjacent to, near or part of police stations or other

command locations, as parking facilities for the personal cars of employees. A single designated representative of the Department and a single designated representative of the Union will survey locations in the vicinity of station houses to determine what space is available which could reasonably be used for police parking and, where space exists, the Department and the Union will jointly request of the appropriate City agency designation of such locations. This expressed intent of the Department does not imply any obligation or commitment on the part of the City or the Department to make available any such location or parking facilities. Where such property is provided and so designated for this purpose, the City shall not be obligated to improve the same, nor to maintain it for parking. The City need not continue to provide such property for parking when the City, in its discretion, decides to make a different use of it.

All inquiries or complaints from employees concerning the subject matter or application of this section shall be referred directly to the Union for investigation and review. The Union shall screen and thereafter shall present only those inquiries or complaints which it believes are justified to the Commanding Officer of the Office of Labor Relations of the Police Department, or the Commanding Officer's designee, for discussion and possible adjustment.

This Section shall not be subject to the grievance procedure.

Section 3. - Maintenance of Facilities

All commands and other Departmental places of assignment shall have adequate heating, hot water and sanitary facilities. The Union shall give notice to the Department of any failure to maintain these conditions. If not corrected by the Department within a reasonable time, the Union may commence a grievance at Step 3 of the grievance procedure concerning that failure.

Section 4. - Private Hospital Accommodations for Line-of-Duty Injuries

It is the intent of the City to use its best efforts to secure private room accommodations in a hospital for employees injured in the line of duty. This Section shall not be subject to the grievance procedure.

Section 5. - Information Exchange

- a. The Department will provide the Union with a copy of all Orders, Department Bulletins, "Open Door" issues, and press releases. The details of delivery shall be worked out between the parties.

The Department will provide to the Union on a semi-annual basis a computer printout containing names and addresses of employees, listed alphabetically.

- b. The Union will provide the Department with a copy of Union publications, bulletins and press releases.

Section 6. - Meal Areas

A representative of the Department and a representative of the LBA will meet to determine an adequate meal area for employees within each command and other Departmental places of assignment. This does not contemplate rebuilding or extensive remodeling.

Section 7. - Personal Folder

- a. The Personnel Bureau will provide the Union with a list of categories of items included in the Personal Folder with an indication of those confidential items which an employee is not permitted to review.

- b. Employees may view their folders on normal business days between the hours of 9 A.M. and 5 P.M. by appearing in person at the Employee Management Division, Personnel Bureau, 10th Floor, Police Headquarters. To avoid delay, employees should call the Employee Management Division at least one day in advance.

- c. The Department will upon written request to the Chief of Personnel by the individual employee, remove from the Personnel Folder investigative reports which, upon completion of the investigation are classified "exonerated" and/or "unfounded".

Section 8. - Disciplinary Records

Where an employee has been charged with a "Schedule A" violation as listed in Patrol Guide 206-3 and such case is heard in the Trial Room and disposition of the charge at trial or on review or appeal therefrom is other than "guilty", the employee concerned may, after 2 years from such disposition, petition the Police Commissioner for a review for the purpose of expunging the record of the case. Such review will be conducted by a board composed of the Deputy Commissioner - Trials, Department Advocate, and the Chief of Personnel, or their designees. The Board will make a recommendation to the Police Commissioner. The employee concerned will be notified of the final decision of the Police Commissioner by the Deputy Commissioner - Trials.

Section 9. - Disciplinary Procedures

The parties, through a joint subcommittee, shall develop procedures to insure that:

- a. All disciplinary charges shall be brought in a timely fashion pursuant to the current departmental regulations.
- b. Departmental trials shall be held as promptly as possible, utilizing additional hearing personnel.
- c. Reimbursement shall be made for any period of suspension in excess of any penalty ultimately levied.

Section 10. - Fixed Post Duty

A commanding officer may limit fixed post duty for a single employee to a single fourhour period.

Section 11. - Meal Scheduling

Employees shall not be assigned meals as a matter of practice during either the first hour and one-half or last hour and one-half of their tours. In cases of emergency this practice may be altered.

Section 12. - Lump Sum Payments

Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff to be removed from the

payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payment shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975.

Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 13. - Interest Payments

Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of this Agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment. Interest on longevity and step-up increments, differentials and holiday pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following its earning or one hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment. Interest on overtime pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following its earning or one hundred-twenty (120) days following the employee's submission of an overtime report, whichever is later. Interest accrued pursuant to this paragraph shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5).

Section 14. - Public Transportation

The City and the LBA will use their best efforts to effect free transportation on buses and subways for lieutenants.

Section 15. - Polygraphs

The current practice concerning the use of polygraphs in internal investigations shall be maintained during the term of this Agreement.

Section 16. - Probationary Period

Upon an employee's satisfactory completion of six (6) months of probation, the employee's commanding officer may recommend that the employee be granted permanent status.

Section 17 - Performance Compensation

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

The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with each affected union of its intent to pay such additional compensation and the individuals to be compensated.

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

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

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

ARTICLE XVII - UNION ACTIVITY

Section 1.

Time spent by Union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, as amended, dated March 22, 1973, or any other applicable Executive Order or local law, or as otherwise provided in this Agreement. No employee shall otherwise engage in Union activities during the time the employee is assigned to the employee's regular duties.

Section 2.

LBA Trustees and delegates shall be recognized as representatives of the LBA within their respective territories and commands. For the purpose of attending the regular scheduled monthly delegate meetings, but not more than twelve (12) per year, there will be a 24-hour excusal for daytime meetings on the 1st, 2nd and 3rd platoons on the day of the meeting, and for evening meetings on the 2nd and 3rd platoons on the day of the meeting and the 1st platoon on the following day. If the delegate or officer is either sick or out-of-town on leave or assignment, or is required to appear in court, an alternate will be able to obtain this same excusal. The Union will provide the City with a list of those attending each such meeting, which shall be the basis for their payment.

Section 3.

The parties shall explore a further clarification of Departmental rules and procedures to enable LBA delegates and officers to represent properly the interests of Lieutenants. An appropriate Departmental order in this regard shall be issued.

ARTICLE XVIII - NO DISCRIMINATION

In accord with applicable law, there shall be no discrimination by the City against any employee because of Union activity.

ARTICLE XIX - NIGHT SHIFT DIFFERENTIAL

a. There shall be a 10% night shift differential effective January 1, 1971 applicable to all employees assigned to rotating tours of duty for all work actually performed between the hours of 4:00 P.M. and 8:00 A.M. There shall be a 10% night shift

differential effective January 1, 1971 applicable to all other employees for all work actually performed between the hours of 4:00 P.M. and 8:00 A.M., provided that more than one hour is actually worked after 4:00 P.M. and before 8:00 A.M.

b.

Where overtime compensation is to be calculated for tours in the regular duty chart, the overtime calculation shall be based on the rate paid for the tour to which the overtime is attached; for tours not in the regular duty chart, the overtime calculation shall be based on the rate paid for half or more of the hours of the tour to which the overtime is attached.

ARTICLE XX - OVERTIME TRAVEL GUARANTEE

Section 1.

The assignment of an employee to a post not within the employee's permanent command (hereinafter referred to as "flying") shall in the first instance be accomplished so that the assignment originates and terminates within such employee's permanent command and within the employee's regular tour of duty.

Section 2.

Overtime travel guarantee compensation shall continue to be paid as follows:

a.

In the event that an employee is assigned to a post outside the employee's permanent command and is required to report at such post at the start of the employee's regular tour of duty, the employee shall accrue an allowance for travel to the assigned post at the rate of time and one-half for 45 minutes of travel time if the assigned post is within the same patrol borough as the employee's permanent command or at the rate of time and one-half for 1-1/4 hours if the assigned post is in a different patrol borough from that of the employee's permanent command.

b.

In the event that an employee is assigned to a post outside the employee's permanent command and cannot return to the permanent command within the regular tour of duty, the employee shall accrue an allowance for travel to the permanent command at the same rate as stated in Subsection 2(a) of this Article.

Section 3.

The overtime accrued pursuant to this Article for any one day shall be taken at the employee's sole option either all in cash or all in compensatory time off.

Section 4.

Notwithstanding anything to the contrary herein, employees assigned to the Detective Bureau and/or "Designated as Commander of Detective Squad" and/or "Designated on Special Assignment" shall not receive Overtime Travel Guarantee compensation during the entire period of such assignment, except when assigned in uniform.

ARTICLE XXI GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definitions

a. For the purposes of this Agreement the term, "grievance," shall mean:

- (1) a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement;
- (2) a claimed violation, misinterpretation or misapplication of the rules, regulations, or procedures of the Police Department affecting terms and conditions of employment, provided that, except as otherwise provided in this Section 1(a), the term, "grievance" shall not include disciplinary matters;
- (3) a claimed improper holding of an open-competitive rather than a promotional examination;
- (4) a claimed assignment of the grievant to duties substantially different from those stated in the grievant's job title specifications.

b.

For the purposes of this Agreement the term "Commanding Officer" shall mean the immediate Commanding Officer of the aggrieved employee.

c.

For the purposes of this Agreement the term "Reviewing Officer" shall mean the superior officer in charge of the next higher command or level above a Commanding Officer.

d.

For the purposes of this Agreement the term "Board" shall mean the Personnel Grievance Board to be composed of three (3) members, as follows: a Deputy Commissioner or other designee of the Police Commissioner, who shall be Chairman of the Board, the Chief of Department or the Chief of Department's designee, and the President of the Union or the President's designee.

e.

For the purposes of this Agreement the term, "grievant," shall mean an employee or group of employees asserting a grievance or the Union or both, as the context requires.

Section 2.

The availability of the grievance or arbitration procedure shall not justify a failure to follow orders.

Section 3.

a. Every grievant shall have the right to present a grievance in accord with the procedure provided herein free from coercion, interference, restraint or reprisal.

b.

The informal resolution of differences or grievances is urged and encouraged at all levels of supervision.

c.

Commanding Officers and Reviewing Officers shall promptly consider grievances presented to them and, within the scope of their authority take such necessary action as is required herein.

d.

Commanding Officers, Reviewing Officers and members of the Personnel Grievance Board shall consider objectively the merits of grievances with due consideration to the harmonious interrelationship that is sought to be achieved among all members of the force and for the good of the Police Department.

e.

Any employee may present the employee's own grievance through the first four steps of the grievance procedure either individually (with the aid of the employee's own counsel if the employee so chooses), or through the Union, provided, however, that the Union shall have the right to have a representative present at each step of the grievance procedure.

Section 4.

Under the grievance procedure herein a grievance must be initiated within 90 days following the date on which the grievance arose or the date on which the grievant should reasonably have learned of the grievance or the execution date of this Agreement, whichever date is the latest. Grievances shall be processed according to the following procedure:

STEP I.

A grievant shall present the grievance to the Commanding Officer either orally or in writing. The Commanding Officer shall carefully consider the matter, make a decision thereon and advise the grievant of the decision within five (5) days of the grievance's submission.

STEP II.

If the grievance is not satisfactorily adjusted at Step I, the grievant may seek the following review within ten days after receipt of the Step I decision. The grievant shall reduce the grievance to writing on Form P.D. 158-151 (in triplicate), setting forth a concise statement of the grievance and the results of the proceedings at Step I. The grievant shall forward two copies to the appropriate Reviewing Officer and retain one copy for personal use. The Reviewing Officer shall forward one copy to the Commanding Officer, requesting the Commanding Officer's comments. The Reviewing Officer shall carefully consider said grievance, make a determination, and notify the grievant and the Commanding Officer of the Reviewing Officer's decision within ten (10) days following receipt of the grievance.

STEP III.

If the grievance is still not satisfactorily adjusted, the grievant may, not later than ten days after notification of the Reviewing Officer's decision, seek further review as follows:

The grievant shall prepare a report on P.D. 158-151 (in quintuplicate) setting forth a concise statement of the grievance and the results of the proceedings at Steps I and II. The grievant shall forward four copies of the report through official channels to the Chairman, Personnel Grievance Board, retaining one copy for personal use. The Board shall forward one copy to the Reviewing Officer, requesting the Reviewing Officer's comments thereon. The Personnel Grievance Board shall meet at least once a month on a date designated by the Chairman. At each meeting, the Board shall consider all grievances which, at least five days prior to such meeting, have been properly referred to the Board. The grievant may choose to have the grievant's representatives present at the meeting, at which time oral and written statements may be presented.

The Board shall carefully consider said grievance, make a determination and notify the grievant, the Commanding Officer and the Reviewing Officer, in writing, of its decision within seven days after the meeting at which the grievance is considered.

It is understood and agreed by and between the parties that there are certain grievable disputes which are of a Department level or of such scope as to make adjustments at Step I or Step II of the grievance procedure impracticable, and, therefore, such grievances may be instituted at Step III of the grievance procedure by filing the required written statement of the grievance directly with the Chairman of the Personnel Grievance Board; the Chairman or Chairman's designee shall convene a meeting of the Board within five (5) working days following receipt of the grievance, and the Board shall render its decision within five (5) working days following that meeting.

STEP IV.

Where the grievance is not satisfactorily adjusted at Step III, the grievant may refer the grievance, not later than thirty (30) calendar days after notification of the Board's decision, to the Police Commissioner for determination; and the Police Commissioner shall make a determination within ten (10) working days following receipt of the grievance. This determination shall be made after appropriate consultation with any or all parties to the grievance, including the Chairman of the Board and/or the Board members; and copies shall be sent to the grievant and the Union.

Grievances which affect substantial numbers of employees may be compressed by elimination of the fourth Step of the grievance procedure.

Section 5.

At every step of these procedures, the grievant and the officer considering the grievance shall work for a satisfactory adjustment. At any step, the Commanding Officer, the Reviewing Officer, and the Board shall have the right to summon the grievant and any and all persons considered necessary to the equitable adjustment of the grievance. Proceedings shall be informal. The Chairman of the Personnel Grievance Board shall take such steps to implement the provisions concerning grievances as are necessary for the proper and effective operation of the procedures provided for herein. The Chairman shall resolve questions as to jurisdictional responsibility of Commanding Officers and Reviewing Officers and shall work out the operational details of the program. For these purposes, the Chairman shall issue orders and instructions through the Chief of Department not inconsistent with the provisions of this Article.

Section 6.

The grievance procedure established hereinbefore is designed to operate within the framework of, and is not intended to abolish or supersede, existing rules and procedures providing for additional methods of redress. These include, but are not limited to, the existing rights of a grievant to request an interview with the Police Commissioner.

Section 7.

Any or all of the foregoing grievance steps may be waived by the written consent of both parties.

Section 8.

Within twenty (20) days following receipt of the Police Commissioner's Step IV decision, the Union shall have the right to bring grievances unresolved at Step IV to impartial arbitration pursuant to the New York City Collective Bargaining Law and the Consolidated Rules of the New York City Office of Collective Bargaining. In addition, upon ten (10) days' written notice to the Union, the City shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The City shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining, with a copy to the Union; and the matter shall proceed pursuant to the Consolidated Rules of the Office of Collective Bargaining.

A permanent rotating Panel of three (3) Arbitrators shall be established, drawn from the official panel of the Office of Collective Bargaining, as agreed to by both parties. The members of the Panel shall be assigned on a rotating basis to arbitrate all grievances under this Section.

The assigned Arbitrator shall hold a hearing at a time and place convenient to the parties and a transcript shall be taken unless the taking of a transcript is waived by both parties. The arbitrator shall attempt to issue an award within ten (10) days after the completion of the hearing.

The City and the Union shall each pay 50% of the fees and expenses of the Arbitrator and of all other expenses incidental to such arbitration. The costs of one copy for each party and one copy for the Arbitrator of the transcripts shall be borne equally by the parties.

Section 9.

In case of grievances falling within Sections 1(a)(1) or 1(a)(2) of this Article, the arbitrator's decision, and order or award (if any), shall be limited to the application and interpretation of the collective bargaining Agreement, rule, regulation, procedure, order or job title specification involved, and the Arbitrator shall not add to, subtract from, or modify any such Agreement, rule, regulation, procedure, order or job title specification. An Arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accord with Article Seventy-Five of the Civil Practice Law and Rules, except that awards as to grievances concerning assignment of the grievant to duties substantially different from those stated in the grievant's job title specification or the use of an open-competitive rather than promotional examination, shall be final and binding and enforceable only to the extent permitted by law. An Arbitrator may provide for and direct such relief as the Arbitrator determines to be necessary and proper, subject to the limitation set forth above and any applicable limitations of law.

Section 10.

The time limits contained in this Article may be modified by mutual agreement. In the event that the Department fails to comply with the time limits prescribed herein, the grievance may be advanced to the next step.

ARTICLE XXII - LINE-OF-DUTY DEATH BENEFIT

In the event an employee dies because of a line-of-duty injury received during the actual and proper performance of police service relating to the alleged or actual commission of an unlawful act, or directly resulting from a characteristic hazard of police duty, through no fault of the employee's, a payment of \$25,000 shall be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

ARTICLE XXIII - DEATH BENEFIT UNUSED LEAVE AND COMPENSATORY TIME

If an employee dies while employed by the City, the employee's beneficiary designated under the Retirement System or, if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- a. All unused accrued leave up to a maximum of 54 days' credit;
- b. All unused accrued compensatory time earned subsequent to January 1, 1971 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE XXIV - OPTIONAL WORK DURING VACATIONS**Section 1.**

Any employee may volunteer to work for one five-day period during such employee's vacation leave. Whether the volunteer will be assigned to duty is within the discretion of the Department. If assigned to duty, the assignment shall be at the discretion of the Department to any regular platoon in any one command for the entire five-day period. No employee shall be discriminated against in the application of this Section because the employee is in the last year of service.

Section 2.

An employee who so volunteers shall be compensated at the employee's regular straight-time rate of pay for all work performed during the assigned platoon's regular hours of work. Except as otherwise provided in this Article, all other provisions of this Agreement shall be applicable to work so performed.

Section 3.

Contributions under Article XII (Health and Welfare Fund)

and Article XIV (Annuity Fund) of this Agreement shall not be paid for work performed pursuant to this Article.

Section 4.

For the purposes of Article XX (Overtime Travel Guarantee) of this Agreement, the command to which an employee is so assigned for the five-day period shall be deemed that employee's "permanent command."

ARTICLE XXV - NO STRIKES

In accord with applicable law, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XXVI - EMPLOYEES SPECIALLY ASSIGNED OR DESIGNATED

Notwithstanding anything to the contrary contained in this agreement, employees assigned to the Detective Bureau and/or "Designated as Commander of the Detective Squad" and/or "Designated on Special Assignment" shall be eligible for the receipt of benefits under this Agreement in the same manner and under the same circumstances as Members of the Force detailed as First, Second and Third Grade Detectives.

ARTICLE XXVII - BULLETIN BOARDS

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the employer for employees to read. All notices shall be on Union stationery, shall be used only to notify employees of matters pertaining to Union affairs, and shall not contain any derogatory or inflammatory statements concerning the City, the Department, or personnel employed by either entity.

ARTICLE XXVIII- NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

ARTICLE XXIX - SAVINGS CLAUSE

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

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

The City 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 may recommend to the Police Commissioner changes in the working conditions of the employees, including, but not limited to, the following subjects: the adequate levels of police coverage to ensure the safety of employees on duty; and excusal policy for employees appearing in court after the midnight tour. 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 Police Commissioner 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 chairman from among its members at each meeting. The chairmanship of the committee shall alternate between members designated by the Police Commissioner 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 Police Commissioner in writing.

At the request of either the Police Department or the L.B.A., a representative of the Mayor's Office of Labor Relations will sit in on the Labor Management Committee.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the City 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 XXXI - 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 XXXII - TERM

The term of this Agreement shall commence on November 1, 2009 and shall expire at midnight on October 31, 2011.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF NEW YORK

LIEUTENANTS' BENEVOLENT
ASSOCIATION OF THE CITY OF
NEW YORK

BY /s/
JAMES F. HANLEY
Commissioner
Labor Relations

BY /s/
THOMAS SULLIVAN
President

APPROVED AS TO FORM:

BY /s/
PAUL T. REPHEN
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:

UNIT: LIEUTENANTS

TERM: November 1, 2009 to October 31, 2011

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

JAMES F. HANLEY

Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway - Suite 850
New York, New York 10279

Re: LBA Agreement for the period
November 1, 2009 to October 31, 2011

Dear Lieutenant Sullivan:

A Committee will be constituted of eight persons, four appointed by the City and four by the LBA, to survey the availability of parking locations in the vicinity of station houses. This Committee shall report within 90 days after ratification of the above Agreement which report shall make recommendation to increase the availability of parking spaces if that result is legally permissible and administratively possible.

Very truly yours,
/s/
James F. Hanley

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

JAMES F. HANLEY

Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway - Suite 850
New York, New York 10279

Re: LBA Agreement for the period
November 1, 2009 to October 31, 2011

Dear Lieutenant Sullivan:

Lieutenants assigned to Patrol Precinct and Highway Unit desk duty shall be scheduled to work 243.33 tours of duty a year consisting of 8 hour and 35 minute tours.

Lieutenants assigned to the Patrol Boroughs performing duty as borough replacement for Patrol Precinct and Highway Unit desk officers ("Replacement Lieutenants") shall also perform 243.33 - 8 hour and 35 minute tours. Article III, '1b and Article XXI shall not be applicable to these "Replacement Lieutenants."

Borough Lieutenants rescheduled for other than desk duty assignments shall receive the Overtime Travel Guarantee where appropriate.

Effective August 1, 2006, as a result of the 2003-07 collective bargaining agreement, all employees shall work an additional ten (10) minutes per tour.

Very truly yours,
/s/
James F. Hanley

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

JAMES F. HANLEY

Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway - Suite 850
New York, N.Y. 10279

Re: LBA Agreement for the period November 1, 2009 to
October 31, 2011

Dear Lieutenant Sullivan:

This is to confirm our mutual understanding and agreement regarding the increased number of appearances required by certain Lieutenants as follows:

A. Effective July 1, 1990, as a result of the 1987-90 collective bargaining agreement, each employee shall be required to work two (2) additional tours beyond the number currently required.

Each employee promoted to Lieutenant on or after July 1, 1990 shall be required to work three (3) additional tours per year beyond the number required for a similarly situated incumbent Lieutenant.

B. Effective July 1, 1995, as a result of the 1992-95 collective bargaining agreement, the following shall apply to each employee promoted to Lieutenant on or after July 1, 1990:

After serving five (5) years in the rank of Lieutenant, employees shall be required to work two (2) additional tours per year beyond the number required for a similarly situated incumbent Lieutenant promoted prior to July 1, 1990. After serving six (6) years in the rank of Lieutenant, employees shall be required to work one (1) additional tour per year beyond the number required for a similarly situated incumbent Lieutenant promoted prior to July 1, 1990. After serving seven (7) years in the rank of Lieutenant, employees shall work the same number of tours per year as a similarly situated incumbent Lieutenant promoted prior to July 1, 1990.

C. Effective August 1, 2006, pursuant to the 2003-07 collective bargaining agreement, the following shall apply:

In addition to the above number of additional tours required to be worked, all employees promoted on or after August 1, 2006 shall be required to forego an additional thirteen (13) chart days per year for seven (7) years. After serving seven (7) years in the rank of Lieutenant, employees shall work the same number of tours per year as a similarly situated incumbent Lieutenant promoted prior to August 1, 2006.

D. Effective October 1, 2008, the following shall replace section C above: In addition to the above number of additional tours required to be worked, employees promoted on or after August 1, 2006 shall be required to forego an additional 13 chart days per year for the first two years in the rank of Lieutenant, and additional 12 per year in the 3rd year, and an additional 11 per year in years 4 through 7. After serving seven years in the rank of Lieutenant, employees shall work the same number of tours per year as a similarly situated incumbent Lieutenant promoted prior to August 1, 2006.

Very truly yours,
/s/
James F. Hanley

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
November 1, 2009 to October 31, 2011

Dear Lieutenant Sullivan:

This is to confirm our mutual understanding and agreement regarding Article XIII of the above Agreement. If the stabilization fund referred to does not have sufficient monies to maintain the then current level of health insurance benefits provided under GHI-CBP/Blue Cross plan, payroll deductions in the appropriate amounts shall be taken from employees and retirees enrolled in such plan unless agreement is reached on a program wide basis to take the needed monies from the contributions to the welfare fund provided in Article XII of the above Agreement.

Very truly yours,
/s/
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE LBA

BY _____ /s/ _____
Thomas Sullivan

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

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

Lieutenant Thomas Sullivan
President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
November 1, 2009 to October 31, 2011

Dear Lieutenant Sullivan:

This is to confirm our mutual understanding and agreement that the Lieutenants Benevolent Association (LBA) has accepted and agreed to be bound by the terms of the 2000-2003 LBA Agreement. It is understood that up to \$25 per each active employee per year to be allocated as a "Civil Legal Representation Fund" by the employer is subject to further discussions. The contributions which are provided could be for benefits other than civil legal representation expenses and if so, are subject to the employer's agreement.

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

Very truly yours,
/s/
James F. Hanley

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
November 1, 2009 to October 31, 2011

Dear Lieutenant Sullivan:

The City and the LBA recognize that, pursuant to Administrative Code Section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for LBA members. The parties further recognize that a significant number of LBA members have utilized the LBA Health and Welfare Fund to pay for these prescription drugs without reimbursement by the City. The LBA agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty injury prescription drugs.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,
/s/
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA

BY _____ /s/ _____
Thomas Sullivan

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
November 1, 2009 to October 31, 2011

Dear Lieutenant Sullivan:

This is to confirm that during negotiations for the successor agreement to this 2009-2011 agreement the parties shall negotiate the issue of increasing the City's contribution to the LBA Health and Welfare Fund as the first issue to be addressed. The issues to be negotiated shall include the intent of the parties to equalize the City's total contribution to the LBA Health and Welfare Fund with the total contributions made by the City to other health and welfare funds on behalf of other employees and that the LBA shall be responsible for the cost of such increased contributions.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,
/s/
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA

BY _____ /s/ _____
Thomas Sullivan

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
November 1, 2009 to October 31, 2011

Dear Lieutenant Sullivan:

Effective 11/1/98, the City shall grant one (1) additional full-time release position. Such additional release time shall be governed by Executive Order 75 ("EO 75"), except insofar as the LBA has funded the ongoing costs of such additional

release time for the term of this agreement and thereafter out of the settlement costs of a prior collective bargaining agreement and therefore Section 4(1) of EO 75 shall not apply to this additional release time.

Very truly yours,
/s/
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA

BY _____ /s/ _____
Thomas Sullivan

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
November 1, 2009 to October 31, 2011

Dear Lieutenant Sullivan:

Upon ratification, the Union shall withdraw, with prejudice, the following case(s):

- Failure to implement 12-Hour Tour Pilot Program Improper Practice.
- Failure to implement Night Shift Differential Payment Improper Practice.

(BCB-2633-07)

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

Very truly yours,
/s/
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA

BY _____ /s/ _____
Thomas Sullivan

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

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

Lieutenant Thomas Sullivan, President
Lieutenants Benevolent Association
233 Broadway
New York, N.Y. 10279

Re: LBA Agreement for the period
November 1, 2009 to October 31, 2011

Dear Lieutenant Sullivan:

This is to confirm our mutual understanding and agreement regarding the length of the tour and the increased number of appearances required by certain Lieutenants as follows:

Duty Schedules

- a. Effective August 1, 2006, for all new promotees the length of the tour shall be eight hours and forty-five minutes (8:45), inclusive of the additional time further specified in paragraph c., below.
- b. In addition to the number of additional tours required to be worked pursuant to the 2000-2003 LBA unit agreement, all employees promoted on or after August 1, 2006 shall be required to forego an additional thirteen (13) chart days per year for seven (7) years. After serving seven (7) years in the rank of Lieutenant, employees shall work the same number of tours per year as a similarly situated incumbent Lieutenant promoted prior to August 1, 2006.
- c. Effective August 1, 2006, all employees shall work an additional ten (10) minutes per tour.
- d. Effective October 1, 2008, the LBA will buyback one chart day on the third anniversary and one additional chart day on the fourth anniversary for Lieutenants promoted on or after August 1, 2006.

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

Very truly yours,
/s/
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LBA
BY _____ /s/ _____
Thomas Sullivan

**THE POLICE COMMISSIONER
CITY OF NEW YORK**

March 23, 2009

Lieutenant Thomas Sullivan
Lieutenants Benevolent Association
233 Broadway – Suite 1801
New York, NY 10279

**Re: LBA AGREEMENT FOR THE PERIOD
SEPTEMBER 1, 2007 TO OCTOBER 31, 2011**

Dear Lieutenant Sullivan,

A representative of the Lieutenants Benevolent Association shall be a member of the Disciplinary Advisory Labor Management Committee established to review the existing disciplinary process of the Police Department, in addition to the Police Benevolent Association (PBA) representative, the Deputy Commissioner of Trials, the Department Advocate and the Deputy Commissioner of Labor Relations. The committee shall make recommendations to the Police Commissioner on the operation of the disciplinary machinery.

Sincerely,

s/s

Raymond W. Kelly
Police Commissioner

**1 Police Plaza, New York, NY 10038 · 646-610-5410.
Fax: 646.610.5865
Website: <http://nyc.gov/nypd>**

**THE POLICE COMMISSIONER
CITY OF NEW YORK**

March 23, 2009

Lieutenant Thomas Sullivan
Lieutenants Benevolent Association
233 Broadway – Suite 1801
New York, NY 10279

**Re: LBA AGREEMENT FOR THE PERIOD
SEPTEMBER 1, 2007 TO OCTOBER 31, 2011**

Dear Lieutenant Sullivan,

Please be advised that the Police Department will fill permanent vacancies where they exist in the Patrol Precinct Desk assignments from the Borough Replacement Lieutenants assigned within the borough. This shall not be subject to the grievance procedure.

In addition, it is the intent of the Department, if possible, to give a Borough Replacement Lieutenant seventy-two (72) hours notice prior to rescheduling his tour of duty. This shall not be subject to the grievance procedure.

Sincerely,

s/s

Raymond W. Kelly
Police Commissioner

**1 Police Plaza, New York, NY 10038 · 646-610-5410.
Fax: 646.610.5865
Website: <http://nyc.gov/nypd>**

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POLICE

■ NOTICE

The New York City Police Department (NYPD) is currently accepting applications for permits for the 2009 Arterial Tow Program selection process. Applications are available and may be picked up from May 4, 2009 to May 18, 2009 between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, at 315 Hudson Street, 3rd Floor, New York, NY 10013. Or you may download applications by visiting the City Record Website <http://a856-internet.nyc.gov/nycvendoronline/VendorShort/asp/VendorMenu.asp> and follow the links to NYPD solicitations. Note: The applications will not be available for download until May 4, 2009. Completed applications will be accepted from July 6, 2009 to July 10, 2009 between the hours of 9:00 A.M. and 5:00 P.M. at 315 Hudson Street, 3rd Floor, New York, NY 10013. Completed applications are due no later than July 10, 2009 at 5:00 P.M. Any inquiries regarding this solicitation must be directed to Mr. Frank Bello, Agency Chief Contracting Officer, NYPD Contract Administration Unit, via email at frank.bello@nypd.org or via fax at (646) 610-5129 on or before May 18, 2009.

a1-m18

TRANSPORTATION

DIVISION OF FRANCHISES, CONCESSIONS AND CONSENTS

■ NOTICE

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

Pursuant to the Concession Rules of the City of New York, the Department of Transportation (“DOT”) intends to enter into a concession for the operation, management, and maintenance of pedestrian plazas located on Broadway and 6th Avenue between 33rd and 36th Streets, Borough of Manhattan, including through DOT-approved events, sponsorships, and subconcessions providing for the sale of

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

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

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

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

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

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

Pursuant to the Concession Rules of the City of New York, the Department of Transportation (“DOT”) intends to enter into a concession for the operation, management, and maintenance of pedestrian plazas located on Broadway and 7th Avenue between 41st and 47th Streets, Borough of Manhattan, including through DOT-approved events, sponsorships, and subconcessions providing for the sale of any of the following: prepared food, flowers, locally grown produce or locally manufactured products, merchandise that promotes the neighborhood or the concessionaire, or other similar merchandise. The concessionaire shall issue solicitations in the basic form of a Request for Proposals to select entities to operate and manage such subconcessions. The selection of the entities to operate and manage the subconcessions will be subject to DOT’s approval.

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

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

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

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

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WATER BOARD

■ NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT in accordance with Section 1045-j (3) and 1045-j (9a) of the Public Authorities Law, public hearings will be held on April 27, 28, 29 and 30, 2009, concerning proposed rates and charges to be effective July 1, 2009, for the use of, or services furnished, rendered or made available by the Water and Wastewater System of the City of New York (the “System”) and concerning changes to certain billing policies and to other rates and charges to be incorporated into the New York City Water Board’s Rate Schedule effective July 1, 2009. The hearings will be held as follows:

Borough	Location	Date/Time
Queens	Department of Environmental Protection Lecture Room, 6th Floor 59-17 Junction Boulevard Flushing, NY 11373	Monday April 27, 2009 10:00 A.M.
Staten Island	College of Staten Island Center for the Arts, Recital Hall 2800 Victory Boulevard Staten Island, NY 10314	Monday April 27, 2009 7:00 P.M.

Bronx	Bronx Library Center 310 East Kingsbridge Road Bronx, NY 10458	Tuesday April 28, 2009 2:00 P.M.
Brooklyn	Brooklyn College Student Center-Alumni Lounge (opposite Whitehead Hall) East 27th Street and Campus Road Brooklyn, NY 11210	Wednesday April 29, 2009 6:00 P.M.
Manhattan	St. John’s University - Manhattan Auditorium 101 Murray Street New York, NY 10007	Thursday April 30, 2009 5:30 P.M.

I. It is anticipated that there will be a change from currently effective water rates and wastewater charges for services provided during the fiscal year commencing July 1, 2009.

- (1) Metered and unmetered water rates will increase by an amount not to exceed 14 %.
- (2) Wastewater charges will remain at 159% of water charges.

II. It also is anticipated that changes to certain existing billing policies will be made, and that new and amended regulations and charges will be considered as follows.

- (1) The Frontage Transition Program for Residential Premises with Six or More Dwelling Units will be extended through the end of FY2012.
- (2) The Board’s existing Regulation No. 3, Discontinuance of Water Supply and/or Sewer Service for Denial of Access, will be amended to conform to changes made last year in the Board’s Regulation No. 2, Discontinuance of Water Supply and/or Sewer Service Because of Non-Payment, including among other matters, reducing the notice period from 45 days to 15 days.
- (3) A new Regulation No. 4, Theft of Services, will be considered.
- (4) New charges will be added to the Rate Schedule to be assessed on properties where customers fail to provide or facilitate access to their premises to enable DEP to inspect, test, repair or replace a property’s connections to the water system, water meters, water consumption measurement devices and appurtenant equipment. New charges will consist of a \$250 account administration fee and water/sewer consumption charges based on an attributed consumption formula related to property class and meter size.
- (5) New charges will be added to the Rate Schedule to be assessed on properties where DEP makes a theft of services determination. New charges will consist of a \$650 account administration fee and water/sewer consumption charges based on an attributed consumption formula related to property class and meter size.

All members of the public who wish to obtain copies of the Board’s Information Booklet describing the rate proposal and changes to billing policies, or who wish to testify at a hearing should contact Kevin Kunkle, New York City Water Board, 59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373, Telephone (718) 595-3601, email: kkunkle@dep.nyc.gov, not later than April 22, 2009. Oral testimony will be limited to five (5) minutes duration. A copy of any prepared or written statement may be submitted to the Water Board at the above address by the close of business April 24, 2009.

a6-10

LATE NOTICE

PARKS AND RECREATION

REVENUE AND CONCESSIONS

■ SOLICITATIONS

Services (Other Than Human Services)

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

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

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD)
212-504-4115

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

a10-23

READER'S GUIDE

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

NOTICE TO ALL NEW YORK CITY CONTRACTORS

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

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

CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION RELATED SERVICES

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

VENDOR ENROLLMENT APPLICATION

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

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

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

Attention Existing Suppliers:

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

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

SELLING TO GOVERNMENT TRAINING WORKSHOP

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

PRE-QUALIFIED LIST

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

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

NON-MAYORAL ENTITIES

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

PUBLIC ACCESS CENTER

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

ATTENTION: NEW YORK CITY MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

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

PROMPT PAYMENT

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

PROCUREMENT POLICY BOARD RULES

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

COMMON ABBREVIATIONS USED IN THE CR

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

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

KEY TO METHODS OF SOURCE SELECTION

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

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

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

HOW TO READ CR PROCUREMENT NOTICES

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

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

SAMPLE NOTICE:

POLICE

DEPARTMENT OF YOUTH SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

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

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

☛ m27-30

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

NUMBERED NOTES

Numbered Notes are Footnotes. If a Numbered Note is referenced in a notice, the note so referenced must be read as part of the notice. **1.** All bid deposits must be by company certified check or money order made payable to Agency or Company.