



# THE CITY RECORD

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## THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

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

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## PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

## 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, June 3, 2009, commencing at 10:00 A.M.

### BOROUGH OF MANHATTAN No. 1 NYPD STABLES

CD 4 C 080012 PCM  
IN THE MATTER OF an application submitted by the Police Department and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter for the site selection and acquisition of property located at 770 Eleventh Avenue (Block 1082, p/o Lot 1) for use as a police mounted unit facility and stables.

### No. 2 4-8 EAST 94TH STREET

CD 8 C 090003 ZSM  
IN THE MATTER OF an application submitted by the RJM /EM 4 East 94<sup>th</sup> Street, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-711 of the Zoning Resolution to modify the requirements of Sections 23-691 (Limited Height Districts), 23-633 (b) and 23-633(d) (Street wall location and height and setback regulations), and 23-663 (Required rear setbacks for tall buildings in other districts) to allow the renovation of two buildings located at 4 and 6-8 East 94<sup>th</sup> Street (Block 1505, Lot 66) in an R8B/LH1A and R10 Districts, within the Special Park Improvement District (PI). Plans for this proposal are on file with the City Planning Commission and may be seen in Room 3N, 22 Reade Street, New York, N.Y. 10007.

### No. 3 150 CHARLES STREET PUBLIC GARAGE

CD 2 C 090036 ZSM  
IN THE MATTER OF an application submitted by 150 Charles Street Holdings, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 13-562 and 74-52 of the Zoning Resolution to allow an attended public parking garage with a maximum capacity of 110 spaces on portions of the ground floor and cellar of a residential development on property located at 303 West 10th Street (Block 636, Lot 70), in a C1-7 District.

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

### BOROUGH OF BROOKLYN Nos. 4 & 5 FLATBUSH REZONING No. 4

CD 14 N 090335 ZRK  
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 II, Chapter 3 (Bulk regulations for Residential Buildings in Residence Districts), Section 23-90, inclusive, relating to the application of the Inclusionary Housing Program to proposed R7A districts, in the Borough of Brooklyn, Community District 14.

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

\*\*\*  
Article II: Residence District Regulations  
Chapter 3  
Bulk Regulations for Residential Buildings in Residence Districts

\*\*\*  
23-011  
Quality Housing Program  
(a) In R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9X, R10A or R10X Districts, any #development# or #enlargement# shall comply with the applicable district #bulk# regulations as set forth in this Chapter and any #residential development#, #enlargement#, #extension# or conversion shall also comply with the requirements of Article II, Chapter 8 (Quality Housing Program). In R5D Districts, certain requirements of Article II, Chapter 8, shall apply as set forth in Section 28-01 (Applicability of this Chapter).

\*\*\*  
In the Borough of Brooklyn  
Ocean Parkway Area  
The area bounded by Church Avenue, Stratford Road, Beverley Road, Ocean Avenue, Foster Avenue and Coney Island Avenue.

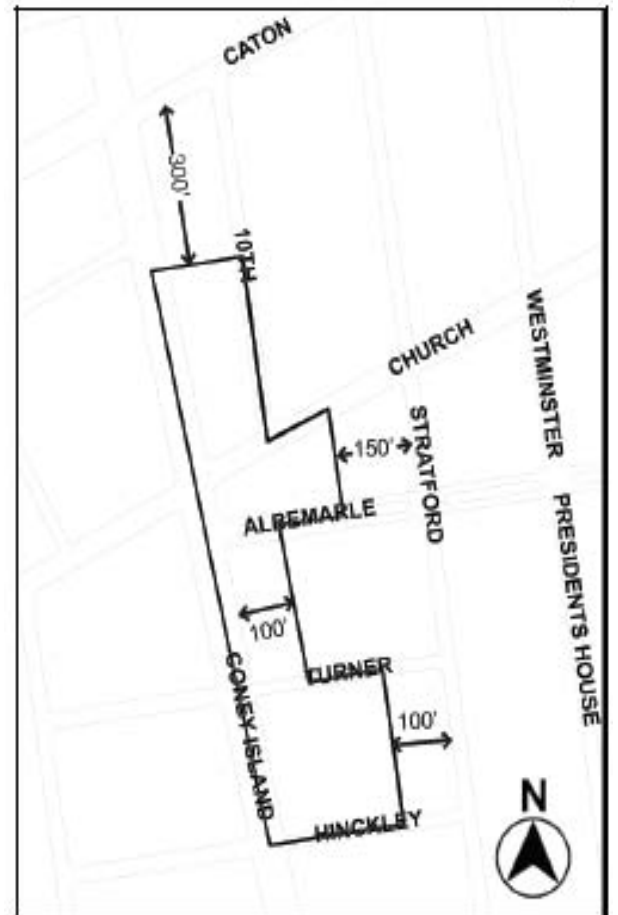
Midwood Area  
The area bounded by Avenue M, Ocean Avenue, Quentin Road, and a line midway between East 10th Street and Coney Island Avenue. The area bounded by Avenue M, Coney Island Avenue, Avenue P, Ocean Avenue, Quentin Road, and a line midway between East 10th Street and Coney Island Avenue.

\*\*\*  
23-144  
In designated areas where the Inclusionary Housing Program is applicable. In #Inclusionary Housing designated areas#, as listed in the following table, the maximum permitted #floor area ratios# shall be as set forth in Section 23-942 (In Inclusionary Housing designated areas). The locations of such districts are specified in Section 23-922 (Inclusionary Housing designated areas).

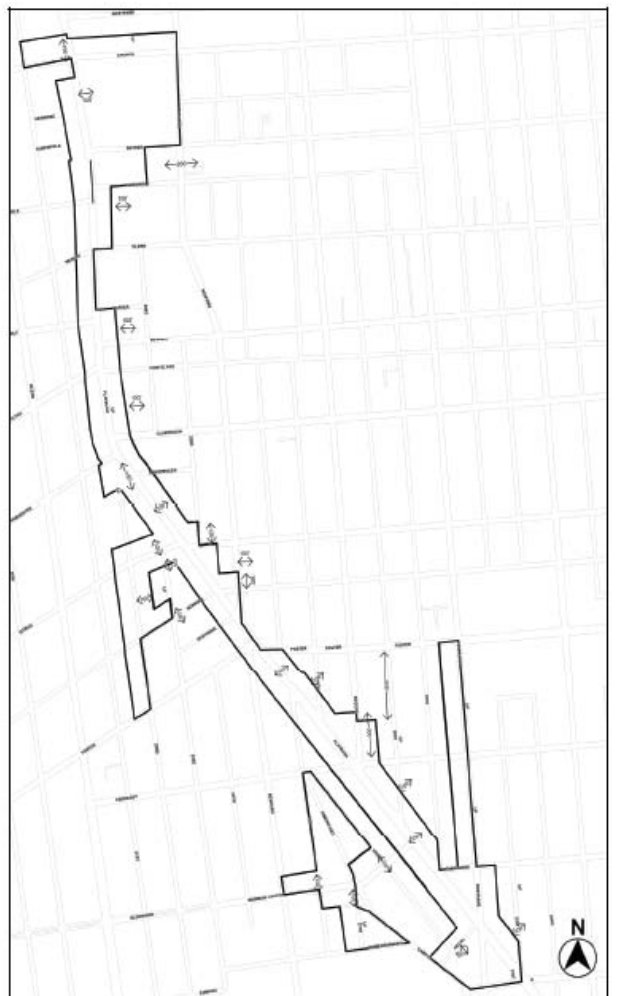
Community District	Zoning District
Community District 1,	Brooklyn R6 R6A R6B R7A
Community District 2,	Brooklyn R7A
Community District 3,	Brooklyn R7D
Community District 7,	Brooklyn R8A
Community District 14,	Brooklyn R7A
Community District 3,	Manhattan R7A R8A R9A
Community District 6,	Manhattan R10
Community District 7,	Manhattan R9A
Community District 2,	Queens R7X

\*\*\*  
23-922  
Inclusionary housing designated areas  
The Inclusionary Housing Program shall apply in the following areas:  
\*\*\*

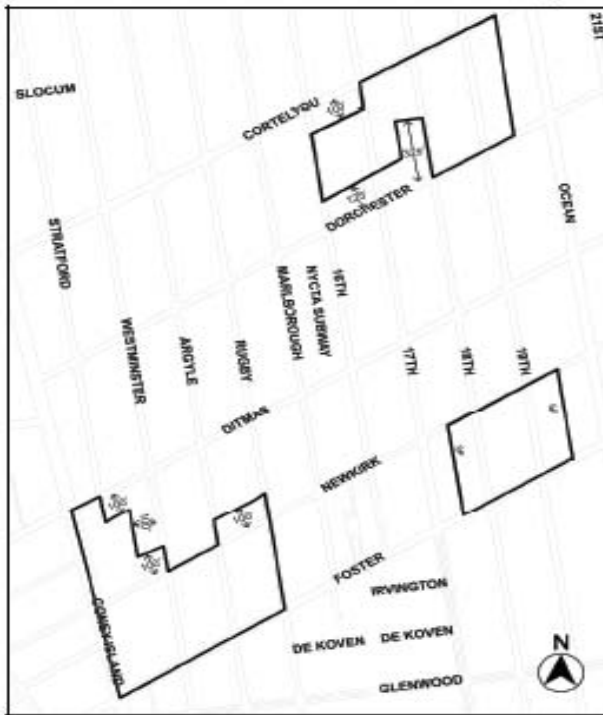
(x) In Community District 14, in the Borough of Brooklyn, in the R7A Districts within the areas shown on the following Maps X1, X2 and X3:



Map X1. Portion of Community District 14, Brooklyn



Map X2. Portion of Community District 14, Brooklyn



Map X3, Portion of Community District 14, Brooklyn

## No. 5

## CD 14 C 090336 ZMK

IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 16d, 17b, 22c, & 23a:

1. eliminating from within an existing R3-1 District a C1-3 District bounded by a line 150 feet northerly of Church Avenue, a line midway between East 16th Street- Buckingham Road and East 17th Street, Church Avenue, and East 16th Street-Buckingham Road;
2. eliminating from within an existing R6 District a C1-3 District bounded by:
  - a. Parkside Avenue, a line 150 feet easterly of Flatbush Avenue, a line midway between Parkside Avenue and Clarkson Avenue, and a line 100 feet easterly of Flatbush Avenue;
  - b. a line 150 feet northerly of Church Avenue, a line 100 feet westerly Rugby Road, Church Avenue, and East 10th Street;
  - c. Cortelyou Road, Flatbush Avenue, Cortelyou Road, a line 100 feet easterly of Flatbush Avenue, Clarendon Road, a line 190 feet westerly of East 23rd Street, a line midway between Clarendon Road and Vanderveer Place, a line 250 feet westerly of East 23rd Street, a line 100 feet northeasterly of Flatbush Avenue, East 23rd Street, Ditmas Avenue, Bedford Avenue, Newkirk Avenue, a line 100 feet southwesterly of Flatbush Avenue, East 22nd Street, a line 150 feet southerly of Dorchester Road, and a line midway between East 21st Street and East 22nd Street;
  - d. a line 150 feet northerly of Cortelyou Road, East 17th Street, a line 150 feet southerly of Cortelyou Road, Stratford Road, Cortelyou Road, and a line midway between Rugby Road and Marlborough Road;
  - e. a line 120 feet northerly of Newkirk Avenue, East 16th Street, Newkirk Avenue, East 17th Street, a line 150 feet southerly of Newkirk Avenue, East 16th Street, a line 100 feet northerly of Foster Avenue, East 18th Street, Foster Avenue, Westchester Road, a line 100 feet northerly of Foster Avenue, Marlborough Road, a line 120 feet southerly of Newkirk Avenue, and Rugby Road; and
  - f. Foster Avenue, Nostrand Avenue, Glenwood Road, and a line midway between East 29th Street and Nostrand Avenue;
3. eliminating from within an existing R7-1 District a C1-3 District bounded by:
  - a. Parkside Avenue, a line 100 feet easterly of Flatbush Avenue, a line midway between Parkside Avenue and Clarkson Avenue, a line 150 feet easterly of Flatbush Avenue, a line midway between Martense Street and Church Avenue, Flatbush Avenue, a line 150 feet northerly of Church Avenue, a line 100 feet westerly of Flatbush Avenue, a line perpendicular to the northerly street line of Caton Avenue, distant 140 feet westerly (as measured along the street line) from the point of intersection of the northerly street line of Caton Avenue and the westerly street line of Flatbush Avenue, a line 150 feet northerly of Caton Avenue, a line 140 feet westerly of Flatbush Avenue, a line perpendicular to the westerly street line of Flatbush Avenue, distant 200 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Flatbush Avenue and the northerly street line of Caton Avenue, and a line 100 feet westerly of Flatbush Avenue;
  - b. a line 150 feet northerly of Church Avenue, East 21st Street, a line 150 feet southerly of Church Avenue, and the southerly prolongation of a line midway between East 16th Street- Buckingham Road and East 17th Street; and
4. eliminating from within an existing R5 District a C2-3 District bounded by Foster Avenue, a line 100 feet easterly of Coney Island Avenue, Glenwood Avenue, a line midway between Westminster Road and Coney Island Avenue, Avenue H, and Coney Island Avenue;
5. eliminating from within an existing R6 District a C2-3 District bounded by:
  - a. a line perpendicular to the easterly street line of Coney Island Avenue distant 300 feet southerly (as measured along the street line) from the point of intersection of the easterly street line of Coney Island Avenue and the southerly street line of Caton Avenue, East 10th Street, Church Avenue, and Coney Island Avenue;
  - b. Albemarle Road, a line 150 feet easterly of Coney Island Avenue, a line 150 feet northerly of Cortelyou Avenue, Stratford Road, Dorchester Road, and Coney Island Avenue;
  - c. Ditmas Avenue, a line 150 feet easterly of Coney Island Avenue, Newkirk Avenue, and Coney Island Avenue; and
  - d. Newkirk Avenue, Flatbush Avenue, Foster Avenue, East 26th Street, a line 250 feet southerly of Foster Avenue, Rogers Avenue, a line 500 feet southerly of Foster Avenue, a line midway between Rogers Avenue and East 28th Street, Farragut Road, East 28th Street, a line 100 feet northeasterly of Flatbush Avenue, East 29th Street, a line 150 feet northerly of Glenwood Road, a line midway between East 29th Street and Nostrand Avenue, Glenwood Road, a line perpendicular to the southwesterly street line of Flatbush Avenue distant 400 feet northwesterly (as measured along the street line) from the point of intersection of the southwesterly street line of Flatbush Avenue and the northwesterly street line of Hillel Place, a line 100 feet southwesterly of Flatbush Avenue, Farragut Road, East 26th Street, a line 100 feet southwesterly of Flatbush Avenue, Bedford Avenue, Foster Avenue, and a line 100 feet southwesterly of Flatbush Avenue;
6. changing from an R6 District to an R1-2 District property bounded by:
  - a. Church Avenue, a line 100 feet westerly of Stratford Road, Turner Place, and a line 100 feet easterly of Coney Island Avenue, Albemarle Road, and a line 150 feet westerly of Stratford Road;
  - b. Hinckley Place, a line 100 feet westerly of Stratford Road, Beverley Road, a line 100 feet easterly of Coney Island Avenue; and
  - c. a line 120 feet northerly of Newkirk Avenue, a line midway between East 19th Street and Ocean Avenue, Newkirk Avenue, and East 17th Street;
7. changing from an R7-1 District to an R1-2 District property bounded by:
  - a. a line 150 feet southerly of Church Avenue, the northwesterly boundary line of the MTA New York City Transit right-of-way, and the southerly prolongation of a line midway between East 16th Street-Buckingham Road and East 17th Street;
  - b. Dorchester Road, a line midway between Ocean Avenue and East 21st Street, Ditmas Avenue, and Ocean Avenue; and
  - c. a line 120 feet northerly of Newkirk Avenue, Ocean Avenue, Newkirk Avenue, and a line midway between East 19th Street and Ocean Avenue;
8. changing from an R3-1 District to an R3X District property bounded by Caton Avenue, a line midway between East 16th Street- Buckingham Road and East 17th Street, Church Avenue, and a line 100 feet westerly of Rugby Road;
9. changing from an R3-2 District to an R3X District property bounded by:
  - a. Beverley Road, a line midway between Marlborough Road and East 16th Street, a line 100 feet southerly of Beverley Road, a line midway between East 19th Street and Ocean Avenue, a line 150 feet northerly of Cortelyou Road, and Stratford Road;
  - b. Dorchester Road, the centerline of the MTA New York City Transit right-of-way, a line 120 feet northerly of Newkirk Avenue, Rugby Road, a line 100 feet northerly of Newkirk Avenue, a line 100 feet westerly of Westminster Road, a line 100 feet southerly of Ditmas Avenue, a line midway between Coney Island Avenue and Westminster Road, Ditmas Avenue, and Stratford Road; and
  - c. Foster Avenue, Bedford Avenue, Farragut Road, a line midway between East 24th Street and Bedford Avenue, a line 100 feet northerly of Glenwood Road, Bedford Avenue, East 23rd Street, Campus Road, Avenue H, a line midway between Ocean Avenue and East 21st Street, Farragut Road, and East 21st Street;
10. changing from an R6 District to an R3X District property bounded by:
  - a. Beverley Road, Stratford Road, a line 150 feet northerly of Cortelyou Road, a line midway between East 19th Street and Ocean Avenue, Cortelyou Road, East 17th Street, a line 75 feet northerly of Cortelyou Road, East 16th Street, a line 100 feet northerly of Cortelyou Road, a line midway between Rugby Road and Marlborough Road, Cortelyou Road, a line perpendicular to the northerly street line of Cortelyou Road distant 100 feet westerly (as measured along the street line) from the point of intersection of the westerly street line of Westminster Road and the northerly street line of Cortelyou Road, a line 100 feet northerly of Cortelyou Road, Stratford Road, a line perpendicular to the westerly street line of Stratford Road distant 50 feet northerly (as measured along the street line) from the point of intersection of the northerly street line of Cortelyou Road and the westerly street line of Stratford Road, and a line 100 feet easterly of Coney Island Avenue;
  - b. a line perpendicular to the westerly street line of Stratford Road distant 225 feet southerly (as measured along the street line) from the point of intersection of the westerly street line of Stratford Road and the southerly street line of Dorchester Road, Stratford Road, Ditmas Avenue, a line midway between Coney Island Avenue and Westminster Road, a line 100 feet southerly of Ditmas Avenue, a line 100 feet easterly of Coney Island Avenue, Ditmas Avenue, and Coney Island Avenue; and
  - c. a line 100 feet southwesterly of Flatbush Avenue, a line midway between East 26th Street and Bedford Avenue, Farragut Road, and Bedford Avenue;
11. changing from an R7-1 District to an R3X District property bounded by Beverley Road, East 16th Street, a line 100 feet southerly of Beverley Road, and the westerly boundary line of the MTA New York City Transit right-of-way;
12. changing from an R3-2 District to an R4A District property bounded by:
  - a. Farragut Road, Bedford Avenue, a line 300 feet southerly of Farragut Road, and a line midway between East 24th Street and Bedford Avenue; and
  - b. a line 300 feet northerly of Glenwood Road, Bedford Avenue, a line 100 feet northerly of Glenwood Road, and a line midway between East 24th Street and Bedford Avenue;
13. changing from an R4 District to an R4A District property bounded by:
  - a. Glenwood Road, Bedford Avenue, Campus Road, and East 23rd Street; and
  - b. Avenue H, East 19th Street, the southerly boundary line of the Long Island Rail Road right-of-way (Bay Ridge Division), and East 17th Street;
14. changing from an R6 District to an R4A District property bounded by:
  - a. a line 100 feet southerly of Cortelyou Road, Westminster Road, a line 200 feet southerly of Cortelyou Road, Stratford Road, a line 150 feet northerly of Dorchester Road, Rugby Road, a line 100 feet southerly of Cortelyou Road, a line midway between Rugby Road and Marlborough Road, a line perpendicular to the westerly street line of Marlborough Road distant 200 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Marlborough Road and the northerly street line of Dorchester Road, Marlborough Road, a line perpendicular to the easterly street line of Marlborough Road distant 200 feet southerly (as measured along the street line) from the point of intersection of the easterly street line of Marlborough Road and the southerly street line of Cortelyou Road, a line midway between Marlborough Road and East 16th Street, a line perpendicular to the westerly street line of East 16th Street distant 200 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of East 16th Street and the northerly street line of Dorchester Road, East 16th Street, a line 125 feet northerly of Dorchester Road, a line midway between East 17th Street and East 18th Street, a line perpendicular to the westerly street line of East 16th Street distant 325 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of East 16th Street and the northerly street line of Dorchester Road, East 16th Street, a line 125 feet northerly of Dorchester Road, a line midway between East 17th Street and East 18th Street, a line perpendicular to the westerly street line of East 16th Street distant 325 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of East 16th Street and the northerly street line of Dorchester Road, Dorchester Road, and a line 80 feet westerly of Stratford Road;
  - b. a line 100 feet northerly of Farragut Road, East 26th Street, a line 100 feet northerly of Glenwood Road, Bedford Avenue, a line 350 feet northerly of Glenwood Road, a line midway between Bedford Avenue and East 26th Street, a line 250 feet southerly of Farragut Road, Bedford Avenue, Farragut Road, and a line midway between Bedford Avenue and East 26th Street; and
  - c. Glenwood Road, East 26th Street, a line 100 feet southerly of Glenwood Road, a line midway between East 26th Street and East 27th Street, Campus Road, and Bedford Avenue;
15. changing from an R3-2 District to an R5B District property bounded by a line 300 feet southerly of Farragut Road, Bedford Avenue, a line 300 feet northerly of Glenwood Road, and a line midway

- between East 24th Street and Bedford Avenue;
16. changing from a R5 District to an R5B District property bounded by a line 100 feet southerly of Avenue H, East 17th Street, the southerly boundary line of the Long Island Rail Road right-of-way (Bay Ridge Division), and a line midway between Coney Island Avenue and East 12th Street;
17. changing from a R6 District to an R5B District property bounded by:
- a line 100 feet southerly of Cortelyou Road, a line midway between Bedford Avenue and East 23rd Street, a line 100 feet northerly of Clarendon Road, and a line 100 feet easterly of Flatbush Avenue;
  - a line 100 feet southerly of Clarendon Road, a line midway between East 23rd Street and Bedford Avenue, a line 125 feet northerly of Avenue D, and a line 100 feet northeasterly of Flatbush Avenue;
  - a line 100 feet southerly of Ditmas Avenue, a line 100 feet southwest of Flatbush Avenue, Foster Avenue, East 22nd Street, Newkirk Avenue, East 23rd Street, a line 100 feet northerly of Newkirk Avenue, and a line midway between East 22nd Street and East 23rd Street;
  - a line 100 feet northerly of Newkirk Avenue, Argyle Road, Newkirk Avenue, and Westminster Road;
  - Foster Avenue, a line midway between East 29th Street and Nostrand Avenue, Glenwood Road, East 29th Street, a line 100 feet northeasterly of Flatbush Avenue, a line midway between Rogers Avenue and East 28th Street, a line 500 feet southerly of Foster Avenue, Rogers Avenue, a line perpendicular to the westerly street line of Rogers Avenue distant 300 feet northerly (as measured along the street line) of the point of intersection of the westerly street line of Rogers Avenue and the northeasterly street line of Flatbush Avenue, and a line 100 feet northeasterly of Flatbush Avenue;
  - a line 250 feet southerly of Farragut Road, a line midway between Bedford Avenue and East 26th Street, a line 350 feet northerly of Glenwood Road, and Bedford Avenue; and
  - a line 100 feet southwest of Flatbush Avenue, a line 60 feet northwest of Hillel Place, Campus Road, Amersfort Place, a line 150 feet northwest of Glenwood Road, Kenilworth Place, Farragut Road, East 26th Street, a line 100 feet northerly of Farragut Road, and a line midway between Bedford Avenue and East 26th Street;
18. changing from an R7-1 District to an R5B District property bounded by Kenmare Terrace and its easterly centerline prolongation, a line 100 feet westerly of Flatbush Avenue, a line 100 feet southerly of Albemarle Terrace, and East 21st Street;
19. changing from an R5 District to an R5D District property bounded by Avenue H, East 17th Street, a line 100 feet southerly of Avenue H, and a line midway between Coney Island Avenue and East 12th Street;
20. changing from an R5 District to an R6A District property bounded by Foster Avenue, a line 100 feet easterly of Coney Island Avenue, Glenwood Road, a line midway between Coney Island Avenue and Westminster Road, Avenue H, and Coney Island Avenue;
21. changing from an R6 District to an R6A District property bounded by:
- Caton Avenue, a line midway between Argyle Road and Rugby Road, Church Avenue, a line 100 feet easterly of East 10th Street, a line 100 feet northerly of Church Avenue, and Stratford Road;
  - Hinckley Place, a line 100 feet easterly of Coney Island Avenue, a line perpendicular to the westerly street line of Stratford Road distant 50 feet northerly (as measured along the street line) of the point of intersection of the westerly street line of Stratford Road and the northerly street line of Cortelyou Road, Stratford Road, a line 100 feet northerly of Cortelyou Road, a line perpendicular to the northerly street line of Cortelyou Road distant 100 feet westerly (as measured along the street line) from the point of intersection of the westerly street line of Westminster Road and the northerly street line of Cortelyou Road, Cortelyou Road, a line midway between Rugby Road and Marlborough Road, a line 100 feet northerly of Cortelyou Road, East 16th Street, a line 75 feet northerly of Cortelyou Road, East 17th Street, a line 100 feet southerly of Cortelyou Road, East 16th Street, a line perpendicular to the westerly street line of East 16th Street distant 200 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of East 16th Street and the northerly street line of Dorchester Road, a line midway between East 16th Street and Marlborough Road, a line perpendicular to the southerly street line of Cortelyou Road distant 200 feet southerly (as measured along the street line) from the point of intersection of the southerly street line of Cortelyou Road and the easterly street line of Marlborough Road, Marlborough Road, a line perpendicular to the westerly street line of Marlborough Road distant 200 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Marlborough Road and the northerly street line of Dorchester Road, a line midway between Rugby Road and Marlborough Road, a line 100 feet southerly of Cortelyou Road, Rugby Road, a line 150 feet northerly of Dorchester Road, Stratford Road, a line 200 feet southerly of Cortelyou Road, Westminster Road, a line 100 feet southerly of Cortelyou Road, a line 80 feet westerly of Stratford Road, Dorchester Road, Stratford Road, a line perpendicular to the westerly street line of Stratford Road distant 225 feet southerly (as measured along the street line) from the point of intersection of the westerly street line of Stratford Road and the southerly street line of Dorchester Road, and Coney Island Avenue;
  - Cortelyou Road, Bedford Avenue, a line 100 feet northerly of Newkirk Avenue, a line 100 feet westerly of Bedford Avenue, Avenue D, East 23rd Street, a line 125 feet northerly of Avenue D, a line midway between Bedford Avenue and East 23rd Street, a line 100 feet southerly of Clarendon Road, a line 100 feet northeasterly and easterly of Flatbush Avenue, a line 100 feet northerly of Clarendon Road, a line midway between Bedford Avenue and East 23rd Street, a line 100 feet southerly of Cortelyou Road, and a line 100 feet easterly of Flatbush Avenue;
  - a line 150 feet southerly of Dorchester Road, a line 100 feet southwest of Flatbush Avenue, a line 100 feet northerly of Ditmas Avenue, and a line midway between East 22nd Street and East 21st Street;
  - a line 120 feet northerly of Newkirk Avenue, East 17th Street, Newkirk Avenue, a line midway between East 17th Street and East 18th Street, Foster Avenue, and Rugby Road; and
  - Glenwood Road, East 32nd Street, Avenue H, East 31st Street, a line 100 feet northeasterly of Flatbush Avenue, and a line midway between East 31st Street and Nostrand Avenue;
22. changing from an R7-1 District to an R6A District property bounded by a line 100 feet northerly of Regent Place, a line 100 feet westerly of Flatbush Avenue, Beverley Road, a line midway between Flatbush Avenue and East 21st Street, Dorchester Road, East 21st Street, a line perpendicular to the easterly street line of Ocean Avenue distant 100 feet southerly (as measured along the street line) from the point of intersection of the easterly street line of Ocean Avenue and the southerly street line of Cortelyou Road, Ocean Avenue, Cortelyou Road, a line midway between Ocean Avenue and East 21st Street, a line 200 feet southerly of Beverley Road, and East 21st Street;
23. changing from a C4-2 District to an R6A District property bounded by:
- Albemarle Road, Bedford Avenue, Tilden Avenue, and a line 100 feet westerly of Bedford Avenue; and
  - a line 75 feet southerly of Beverley Road, Bedford Avenue, Cortelyou Road, and a line 100 feet easterly of Flatbush Avenue;
24. changing from an R6 District to an R6B District property bounded by Caton Avenue, Stratford Road, a line 100 feet northerly of Church Avenue, a line 100 feet easterly of East 10th Street, Church Avenue, East 10th Street, a line perpendicular to the easterly street line of Coney Island Avenue distant 300 feet southerly (as measured along the street line) from the point of intersection of the easterly street line of Coney Island Avenue and the southerly street line of Caton Avenue, and Coney Island Avenue;
25. changing from an R7-1 District to an R6B District property bounded by:
- Woodruff Avenue, a line perpendicular to the southerly street line of Woodruff Avenue distant 225 feet easterly (as measured along the street line) from the point of intersection of the southerly street line of Woodruff Avenue and the easterly street line of St. Paul Place, Crooke Avenue, the northwesterly boundary line of the MTA New York City Transit right-of-way, a line 100 feet southerly of Crooke Avenue, a line 100 feet easterly of St. Paul Place, and Crooke Avenue, and St. Paul Place;
  - a line midway between Parkside Avenue and Woodruff Avenue, a line perpendicular to the northerly street line of Woodruff Avenue distant 95 feet westerly (as measured along the street line) from the point of intersection of the northerly street line of Woodruff Avenue and the westerly street line of Flatbush Avenue, Woodruff Avenue, East 21st Street, a line perpendicular to the westerly street line of East 21st Street distant 125 feet southerly (as measured along the street line) from the point of intersection of the westerly street line of East 21st Street and the southerly street line of Woodruff Avenue, and a line midway between East 21st Street and Ocean Avenue and its northerly prolongation;
  - Clarkson Avenue, a line 250 feet easterly of Flatbush Avenue, a line midway between Clarkson Avenue and Lenox Road, a line 375 feet easterly of Flatbush Avenue, Lenox Road, a line 225 feet easterly of Flatbush Avenue, Caton Avenue, a line 100 feet easterly of Flatbush Avenue; and
- a line midway between Caton Avenue and Linden Boulevard, a line 350 feet westerly of Caton Avenue, Linden Boulevard, a line 425 feet westerly of Bedford Avenue, Martense Street, a line 250 feet westerly of Bedford Avenue, a line midway between Martense Street and Church Avenue, a line 475 feet westerly of Bedford Avenue, Martense Street, and a line 100 feet easterly of Flatbush Avenue;
26. changing from a C4-2 District to an R6B District property bounded by Duryea Place, East 22nd Street, Beverley Road, Bedford Avenue, a line 75 feet southerly of Beverley Road, a line 100 feet easterly of Flatbush Avenue;
27. changing from an R3-2 District to an R7A District property bounded by:
- a line 100 feet southerly of Ditmas Avenue, a line 100 feet westerly of Westminster Road, a line 100 feet northerly of Newkirk Avenue, and a line 150 feet easterly of Coney Island Avenue; and
  - Foster Avenue, East 21st Street, Farragut Road, and a line midway between Ocean Avenue and East 21st Street;
28. changing from an R4 District to an R7A District property bounded by Avenue H, a line midway between East 19th Street and Ocean Avenue; the southerly boundary line of the Long Island Rail Road right-of-way (Bay Ridge Division), and East 19th Street;
29. changing from an R6 District to an R7A District property bounded by:
- a line perpendicular to the easterly street line of Coney Island Avenue distant 300 feet southerly (as measured along the street line) from the point of intersection of the easterly street line of Coney Island Avenue and the southerly street line of Caton Avenue, East 10th Street, Church Avenue, a line 150 feet westerly of Stratford Road, Albemarle Road, a line 100 feet easterly of Coney Island Avenue, Turner Place, a line 100 feet westerly of Stratford Road, Hinckley Place, and Coney Island Avenue;
  - Cortelyou Road, Flatbush Avenue, Cortelyou Road, a line 100 feet easterly and northeasterly of Flatbush Avenue, a line 125 feet northerly of Avenue D, East 23rd Street, Avenue D, a line 100 feet westerly of Bedford Avenue, a line 100 feet northerly of Newkirk Avenue, Bedford Avenue, Flatbush Avenue, Foster Avenue, a line 100 feet northeasterly of Flatbush Avenue, a line perpendicular to the westerly street line of Rogers Avenue distant 300 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Rogers Avenue and the northeasterly street line of Flatbush Avenue, Rogers Avenue, a line 500 feet southerly of Foster Avenue, a line midway between Rogers Avenue and East 28th Street, a line 100 feet northeasterly of Flatbush Avenue, East 29th Street, a line perpendicular to the southwest street line of Flatbush Avenue distant 400 feet northwest (as measured along the street line) from the point of intersection of the southwest street line of Flatbush Avenue and the northwesterly street line of Hillel Place, a line midway between Flatbush Avenue and Kenilworth Place, Farragut Road, a line 100 feet southwest of Flatbush Avenue, Bedford Avenue, Foster Avenue, a line 100 feet southwest of Flatbush Avenue, a line 100 feet southerly of Ditmas Avenue, a line midway between East 22nd Street and East 23rd Street, a line 100 feet northerly of Newkirk Avenue, East 23rd Street, Newkirk Avenue, East 22nd Street, Foster Avenue, a line midway between East 22nd Street and East 21st Street, a line 100 feet northerly of Ditmas Avenue, a line 100 feet southwest of Flatbush Avenue, East 22nd Street, a line 150 feet southerly of Dorchester Road, a line midway between East 21st Street and East 22nd Street, Dorchester Road, and a line midway between East 21st Street and Flatbush Avenue;
  - Cortelyou Road, a line midway between East 19th Street and Ocean Avenue, Dorchester Road, East 18th Street, a line perpendicular to the westerly street line of East 18th Street distant 325 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of East 18th Street and the northerly street line of Dorchester Road, a line midway between East 17th Street and East 18th Street, a line 125 feet northerly of Dorchester Road, East 16th Street, a line 100 feet southerly of Cortelyou Road, and East 17th Street;
  - Ditmas Avenue, a line 100 feet easterly of Coney Island Avenue, a line 100 feet southerly of Ditmas Avenue, a line midway between Coney Island Avenue and Westminster Road, a line 100 feet northerly of Newkirk Avenue, Westminster Road, Newkirk Avenue, Argyle Road, a line 100 feet northerly of Newkirk Avenue, Rugby Road, Foster Avenue, and Coney Island Avenue;
  - Newkirk Avenue, a line midway between East 19th Street and Ocean Avenue, Foster Avenue, a line midway between East 17th Street and East 18th Street;
  - Farragut Road, Kenilworth Place, a line 150 feet northwest of Glenwood Road,

- Amersfort Place, Campus Road, a line midway between East 27th Street and East 26th Street, a line 100 feet southerly of Glenwood Road, East 26th Street, Glenwood Road, Bedford Avenue, a line 100 feet northerly of Glenwood Road, and East 26th Street; and
  - g. Foster Avenue, Nostrand Avenue, Glenwood Road, and a line midway between Nostrand Avenue and East 29th Street;
30. changing from an R7-1 District to an R7A District property bounded by Parkside Avenue, Flatbush Avenue, Clarkson Avenue, a line 100 feet easterly of Flatbush Avenue, Caton Avenue, a line 225 feet easterly of Flatbush Avenue, Lenox Road, a line 375 feet easterly of Flatbush Avenue, a line midway between Clarkson Avenue and Lenox Road, a line 250 feet easterly of Flatbush Avenue, Clarkson Avenue, Bedford Avenue, a line midway between Martense Street and Church Avenue, a line 250 feet westerly of Bedford Avenue, Martense Street, a line 425 feet westerly of Bedford Avenue, Linden Boulevard, a line 350 feet westerly of Caton Avenue, a line midway between Caton Avenue and Linden Boulevard, a line 100 feet easterly of Flatbush Avenue, Martense Street, a line 475 feet westerly of Bedford Avenue, a line midway between Martense Street and Church Avenue, Flatbush Avenue, a line 150 feet northerly of Church Avenue, East 21st Street, Church Avenue, Flatbush Avenue, a line 100 feet southerly of Church Avenue, a line 100 feet westerly of Flatbush Avenue, Kenmare Terrace and its easterly centerline prolongation, East 21st Street, a line 100 feet southerly of Albemarle Terrace, a line 100 feet westerly of Flatbush Avenue, a line 100 feet northerly of Regents Place, East 21st Street, a line 200 feet southerly of Beverley Road, a line midway between Ocean Avenue and East 21st Street, Cortelyou Road, Ocean Avenue, a line perpendicular to the easterly street line of Ocean Avenue distant 100 feet southerly (as measured along the street line) from the point of intersection of the easterly street line of Ocean Avenue and the southerly street line of Cortelyou Road, East 21st Street, Dorchester Road, a line midway between East 21st Street and East 22nd Street, Foster Avenue, a line midway between Ocean Avenue and East 21st Street, Campus Road, Avenue H, a line midway between Ocean Avenue and East 19th Street, Newkirk Avenue, Ocean Avenue, Ditmas Avenue, a line midway between Ocean Avenue and East 21st Street, Dorchester Road, a line midway between East 19th Street and Ocean Avenue, a line 100 feet southerly of Beverley Road, East 16th Street, Beverley Road, the westerly boundary line of MTA New York City Transit right-of-way, a line 150 feet southerly of Church Avenue, a line perpendicular to the southerly street line of Church Avenue distant 80 feet easterly (as measured along the street line) from the point of intersection of the southerly street line of Church Avenue and the easterly street line of Buckingham Road, Church Avenue, a line midway between East 16th Street- Buckingham Road and East 17th Street, Caton Avenue, and Parade Place, and excluding the areas bounded by:
- a. Woodruff Avenue, Ocean Avenue, Crooke Avenue, the northwesterly boundary line of the MTA New York City Transit right-of-way, a line 100 feet southerly of Crooke Avenue, a line 100 feet easterly of St. Paul Place, Crooke Avenue, and St. Paul Place;
  - b. a line midway between Parkside Avenue and Woodruff Avenue, a line perpendicular to the northerly street line of Woodruff Avenue distant 95 feet westerly (as measured along the street line) from the point of intersection of the northerly street line of Woodruff Avenue and the westerly street line of Flatbush Avenue, Woodruff Avenue, East 21st Street, a line perpendicular to the westerly street line of East 21st Street distant 125 feet southerly (as measured along the street line) from the point of intersection of the westerly street line of East 21st Street and the southerly street line of Woodruff Avenue, and a line midway between East 21st Street and Ocean Avenue and its northerly prolongation;
31. changing from a C4-2 District to a C4-4A District property bounded by a line 150 feet northerly of Church Avenue, Flatbush Avenue, a line midway between Martense Street and Church Avenue, Bedford Avenue, Snyder Avenue, a line 200 feet westerly of Bedford Avenue, Albemarle Road, a line 100 feet easterly of Flatbush Avenue, Tilden Avenue, Flatbush Avenue, Durycia Place, a line 100 feet easterly of Flatbush Avenue, Cortelyou Road, Flatbush Avenue, Cortelyou Road, a line midway between East 21st Street and Flatbush Avenue, Beverley Road, a line 100 feet westerly of Flatbush Avenue, a line 100 feet southerly of Church Avenue, Flatbush Avenue, Church Avenue, and East 21st Street;
32. changing from a C4-3 District to a C4-4A District property bounded by Glenwood Road, a line midway between East 31st Street and Nostrand Avenue, a line 100 feet northerly of Flatbush Avenue, East 31st Street, Avenue H, Campus Road, a line 60 feet northwesterly of Hillel Place, a line midway between Flatbush Avenue and Kenilworth Place, and a line perpendicular to the southwesterly street line of Flatbush Avenue distant 400 feet northeasterly (as measured along the street line) from the point of intersection of the southwesterly street line of Flatbush Avenue and the northwesterly street line of Hillel Place;
33. establishing within a proposed R3X District a C2-4 District bounded by a line 100 feet northerly of Church Avenue, a line midway between East 16th Street- Buckingham Road and East 17th Street, Church Avenue, and East 16th Street;
34. establishing within a proposed R5B District a C2-4 District bounded by a line 100 feet northerly of Glenwood Road, a line midway between Nostrand Avenue and East 29th Street, Glenwood Road, and East 29th Street;

35. establishing within a proposed R5D District a C2-4 District bounded by:
- a. Avenue H, East 14th Street, a line 100 feet southerly of Avenue H, and East 13th Street, and
  - b. Avenue H, East 17th Street, a line 100 feet southerly of Avenue H, and East 15th Street;
36. establishing within a proposed R6A District a C2-4 District bounded by:
- a. a line 100 feet northerly of Church Avenue, a line midway between Argyle Road and Rugby Road, Church Avenue, and a line 100 feet easterly of East 10th Street;
  - b. Hinckley Place, a line 100 feet easterly of Coney Island Avenue, a line perpendicular to the westerly street line of Stratford Road, distant 50 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Stratford Road and the northerly street line of Cortelyou Road, Stratford Road, a line 100 feet northerly of Cortelyou Road, a line perpendicular to the northerly street line of Cortelyou Road, distant 100 feet westerly (as measured along the street line) from the point of intersection of the northerly street line of Cortelyou Road and the westerly street line of Westminster Road, Cortelyou Road, a line midway between Rugby Road and Marlborough Road, a line 100 feet northerly of Cortelyou Road, East 16th Street, a line 75 feet northerly of Cortelyou Road, East 17th Street, a line 100 feet southerly of Cortelyou Road, a line 80 feet westerly of Stratford Road, Dorchester Road, and Coney Island Avenue;
  - c. a line 100 feet northerly of Cortelyou Road, a line midway between Flatbush Avenue and East 21st Street, a line 100 feet southerly of Cortelyou Road, and East 21st Street;
  - d. Clarendon Road, a line 190 feet westerly of East 23rd Street, a line 100 feet southerly of Clarendon Road, and a line 100 feet northeasterly of Flatbush Avenue;
  - e. a line 120 feet northerly of Newkirk Avenue, East 16th Street, Newkirk Avenue, East 17th Street, a line 100 feet southerly of Newkirk Avenue, a line midway between East 17th Street and East 16th Street, a line 150 feet southerly of Newkirk Avenue, East 16th Street, Foster Avenue, Rugby Road, a line 100 feet northerly of Foster Avenue, Marlborough Road, a line 100 feet southerly of Newkirk Avenue, and Rugby Road;
  - f. a line 100 feet northerly of Foster Avenue, a line midway between East 18th Street and East 17th Street, Foster Avenue, and East 17th Street;
  - g. Foster Avenue, a line 100 feet easterly of Coney Island Avenue, Glenwood Road, a line midway between Coney Island Avenue and Westminster Road, Avenue H, and Coney Island Avenue; and
  - h. a line 100 feet northerly of Avenue H, a line midway between East 31st Street and East 32nd Street, Avenue H, and East 31st Street;
37. establishing within a proposed R6B District a C2-4 District bounded by a line 100 feet northerly of Church Avenue, a line 100 feet easterly of East 10th Street, Church Avenue, and East 10th Street; and
38. establishing within a proposed R7A District a C2-4 District bounded by:
- a. Parkside Avenue, Flatbush Avenue, Clarkson Avenue, a line 100 feet easterly of Flatbush Avenue, a line midway between Martense Street and Church Avenue, Flatbush Avenue, a line 150 feet northerly of Church Avenue, a line 100 feet westerly of Flatbush Avenue, Woodruff Avenue, a line perpendicular to the northerly street line of Woodruff Avenue distant 95 feet westerly (as measured along the street line) from the point of intersection of the northerly street line of Woodruff Avenue and the westerly street line of Flatbush Avenue, a line midway between Parkside Avenue and Woodruff Avenue, and Ocean Avenue;
  - b. a line 100 feet northerly of Church Avenue, East 21st Street, a line 100 feet southerly of Church Avenue, the westerly boundary line of the MTA New York City Transit right-of-way, a line 150 feet southerly of Church Avenue, a line perpendicular to the southerly street line of Church Avenue distant 80 feet easterly (as measured along the street line) from the point of intersection of the southerly street line of Church Avenue and the easterly street line of Buckingham Road, Church Avenue, and a line midway between East 16th Street- Buckingham Road and East 17th Street;
  - c. a line perpendicular to the easterly street line of Coney Island Avenue distant 300 feet southerly (as measured along the street line) from the point of intersection of easterly street line of Coney Island Avenue and the southerly street line of Caton Avenue, East 10th Street, Church Avenue, a line 100 feet easterly of Coney Island Avenue, Hinckley Place, and

- Coney Island Avenue;
- d. Ditmas Avenue, a line 100 feet easterly of Coney Island Avenue, Newkirk Avenue, and Coney Island Avenue;
- e. a line perpendicular to the easterly street line of Coney Island Avenue distant 200 feet northerly (as measured along the street line) from the point of intersection of the easterly street line of Coney Island Avenue and the northerly street line of Foster Avenue, a line 100 feet easterly of Coney Island Avenue, Foster Avenue, and Coney Island Avenue;
- f. a line 100 feet northerly of Foster Avenue, Rugby Road, Foster Avenue, and Westminster Road;
- g. a line 100 feet northerly of Foster Avenue, East 18th Street, Foster Avenue, and a line midway between East 17th Street and East 18th Street;
- h. Cortelyou Road, Flatbush Avenue, Cortelyou Road, a line 100 feet easterly and northeasterly of Flatbush Avenue, a line 125 feet northerly of Ditmas Avenue, East 23rd Street, Ditmas Avenue, a line 100 feet westerly of Bedford Avenue, a line 100 feet northerly of Newkirk Avenue, Bedford Avenue, Flatbush Avenue, Foster Avenue, a line 100 feet northeasterly of Flatbush Avenue, a line perpendicular to the westerly street line of Rogers Avenue distant 300 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Rogers Avenue and the northeasterly street line of Flatbush Avenue, Rogers Avenue, a line 500 feet southerly of Foster Avenue, a line midway between Rogers Avenue and East 28th Street, a line 100 feet northeasterly of Flatbush Avenue, East 29th Street, a line perpendicular to the southwesterly street line of Flatbush Avenue distant 400 feet northwesterly (as measured along the street line) from the point of intersection of the southwesterly street line of Flatbush Avenue and the northwesterly street line of Hillel Place, a line midway between Flatbush Avenue and Kenilworth Place, Farragut Road, a line 100 feet southwesterly of Flatbush Avenue, Bedford Avenue, Foster Avenue, a line 100 feet southwesterly of Flatbush Avenue, East 22nd Street, Dorchester Road, and a line midway between Flatbush Avenue and East 21st Street; and
- i. Foster Avenue, Nostrand Avenue, Glenwood Road, and a line midway between Nostrand Avenue and East 29th Street;

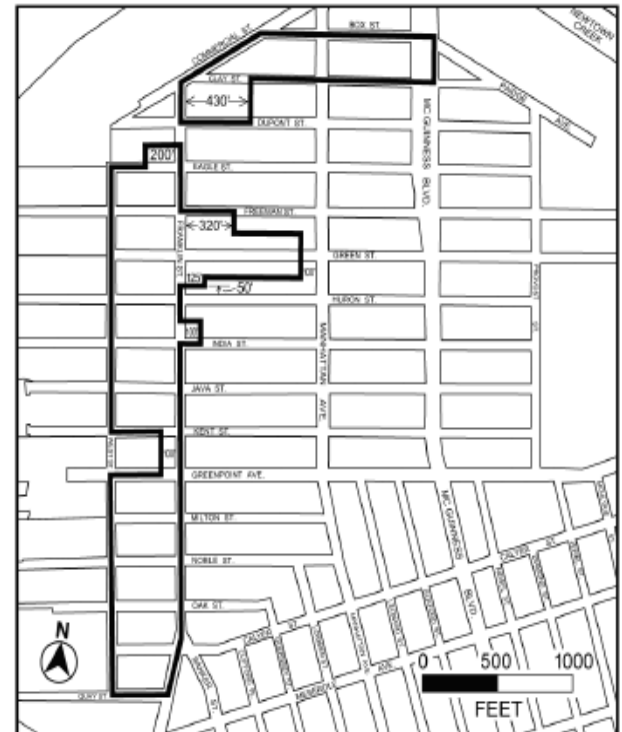
Borough of Brooklyn, Community District 14, as shown on a diagram (for illustrative purposes only) dated March 2, 2009, and subject to the conditions of CEQR Declaration E-233.

**Nos. 6 & 7  
GREENPOINT/WILLIAMSBURG CONTEXTUAL REZONING  
No. 6**

**CD1 N 090333 ZRK**  
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 II, Chapter 3 (Bulk regulations for Residential Buildings in Residence Districts), Section 23-90, inclusive, relating to the extension of the Inclusionary Housing Program to proposed R7A districts, in the Borough of Brooklyn, Community District 1.

Matter in underline is new, to be added;  
Matter in strikeout is old, to be deleted;  
Matter within # # is defined in Section 12-10;  
\* \* \* indicates where unchanged text appears in the Zoning Resolution  
\* \* \*  
23-922  
Inclusionary housing designated areas  
The Inclusionary Housing Program shall apply in the following areas:

- (a) In Community District 1, in the Borough of Brooklyn, in Waterfront Access Plan BK-1, as set forth in Section 62-352, and in the R6, R6A, R6B and R7A Districts within the areas shown on the following Maps 1 and 2:



**EXISTING**



PROPOSED

Map 1  
Portion of Community District 1, Brooklyn



EXISTING



Map 2  
Portion of Community District 1, Brooklyn

**PROPOSED**

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No. 7

**CD 1** **C 090334 ZMK**  
**IN THE MATTER OF** an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 12c, 13a, 13b:

1. eliminating from within an existing R6 District a C1-3 District bounded by:
  - a. Clay Street, a line 150 feet easterly of Manhattan Avenue, Eagle Street, and a line 150 feet westerly of Manhattan Avenue;
  - b. India Street, a line 150 feet easterly of Manhattan Avenue, Kent Street, and a line 150 feet westerly of Manhattan Avenue;
  - c. Norman Avenue, Manhattan Avenue, a line 100 feet southeasterly of Norman Avenue, a line midway between Manhattan Avenue and Leonard Street, a line 150 feet northwesterly and northerly of Nassau Avenue, a line 150 feet northerly of Nassau Avenue, North Henry Street, Nassau Avenue, Russell Street, a line 150 feet southerly of Nassau Avenue, a line 150 feet southeasterly of Nassau Avenue, a line midway between Leonard Street and Manhattan Avenue, a line 100 feet southeasterly of Nassau Avenue, a line midway between Lorimer Street and Manhattan Avenue, Nassau Avenue, Manhattan Avenue, Bedford Avenue,

- d. Lorimer Street, a line 150 feet northwesterly of Bedford Avenue, and a line midway between Lorimer Street and Manhattan Avenue;
  - d. a line 150 feet northerly of Driggs Avenue, Russell Street, Driggs Avenue, Monitor Street, a line 150 feet southerly of Driggs Avenue, and Humboldt Street;
  - e. a line 150 feet northerly of Driggs Avenue, a line 150 feet northwesterly of Meeker Avenue, Hausman Street, Meeker Avenue (northwesterly portion), Driggs Avenue, and Sutton Street;
  - f. Richardson Street, Kingsland Avenue-Grandparents Avenue, Jackson Street, a line 100 feet westerly of Kingsland Avenue-Grandparents Avenue, Withers Street, Woodpoint Road, Frost Street, a line 100 feet northwesterly of Woodpoint Road, and a line 100 feet westerly of Kingsland Avenue-Grandparents Avenue;
  - g. Skillman Avenue, a line 150 feet easterly of Graham Avenue- Via Vespucci, a line midway between Conselyea Street and Metropolitan Avenue, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line midway between Metropolitan Avenue and Devoe Street, a line 150 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Devoe Street, and a line 150 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
  - h. a line midway between Powers Street and Grand Street, Lorimer Street, a line midway between Grand Street and Maujer Street, a line 150 feet easterly of Union Avenue, Ten Eyck Street, and Union Avenue;
  - i. Powers Street, Humboldt Street, a line midway between Powers Street and Grand Street, Bushwick Avenue, Grand Street, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line midway between Grand Street and Maujer Street, a line 150 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Maujer Street, and Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico); and
  - j. a line midway between Grand Street and Maujer Street, Bushwick Avenue, Maujer Street, and a line 150 feet westerly of Bushwick Avenue;
2. eliminating from within an existing R6 District a C2-2 District bounded by a line midway between Powers Street and Grand Street, Olive Street, Grand Street, and Bushwick Avenue;
  3. eliminating from within an existing R6 District a C2-3 District bounded by:
    - a. Eagle Street, a line 150 feet easterly of Manhattan Avenue, India Street, a line 150 feet westerly of Manhattan Avenue, a line midway between Green Street and Huron Street, a line 100 feet westerly of Manhattan Avenue, a line midway between Freeman Street and Green Street, and a line 150 feet westerly of Manhattan Avenue;
    - b. a line 150 feet northwesterly of Norman Avenue, Eckford Street, a line 150 feet southeasterly of Norman Avenue, a line midway between Leonard Street and Manhattan Avenue, a line 100 feet southeasterly of Norman Avenue, Manhattan Avenue, Norman Avenue, and Leonard Street;
    - c. a line 100 feet southeasterly of Nassau Avenue, a line midway between Leonard Street and Manhattan Avenue, Driggs Avenue, and a line midway between Manhattan Avenue and Lorimer Street;
    - d. Meeker Avenue (southeasterly portion), a line 125 feet northeasterly of Humboldt Street, Herbert Street, and Humboldt Street;
    - e. Meeker Avenue (southeasterly portion), Graham Avenue- Via Vespucci, Herbert Street, Humboldt Street, Richardson Street, a line 150 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Skillman Avenue, a line 150 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), and Richardson Street;
    - f. Jackson Street, a line 100 feet easterly of Lorimer Street, Skillman Avenue, and a line 100 feet westerly of Lorimer Street;
    - g. Skillman Avenue, a line 150 feet easterly of Union Avenue, a line midway between Conselyea Street and Metropolitan Avenue, Leonard Street, a line midway between Metropolitan Avenue and Devoe Street, Union Avenue, and a southeasterly service road of Brooklyn Queens Expressway;
    - h. Orient Avenue, Olive Street, a line midway between Sharon Street and Metropolitan Avenue, Catherine Street and its northerly centerline prolongation, a line midway between Metropolitan Avenue and Devoe Street, a line 150 feet easterly of Bushwick Avenue, Metropolitan Avenue, and the easterly boundary line of Cooper Gore Park and its northerly and southerly prolongations; and
    - i. Grand Street, Bushwick Avenue, a line midway between Grand Street and Maujer Street, and a line 100 feet easterly of

4. changing from an R6 District to an R6A District property bounded by:
  - a. Clay Street, Pulaski Bridge, McGuinness Boulevard, Greenpoint Avenue, and a line 100 feet westerly of McGuinness Boulevard;
  - b. a line midway between Kent Street and Greenpoint Avenue, a line 150 feet westerly of Manhattan Avenue, a line perpendicular to the southerly street line of Greenpoint Avenue distant 150 feet westerly (as measured along the street line) from the point of intersection of the southerly street line of Greenpoint Avenue and the southwesterly street line of Manhattan Avenue, a line midway between Greenpoint Avenue and Milton Street, and Franklin Street;
  - c. Norman Avenue, a line midway between Leonard Street and Manhattan Avenue, a line 100 feet northwesterly of Nassau Avenue, a line midway between McGuinness Boulevard and Eckford Street, Nassau Avenue, a line 100 feet northeasterly of Eckford Street, a line 100 feet southeasterly of Nassau Avenue, a line midway between Leonard Street and Manhattan Avenue, Driggs Avenue, and a line midway between Manhattan Avenue and Lorimer Street;
  - d. Richardson Street, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line 100 feet southerly of Conselyea Street, and a line 100 feet westerly of Graham Avenue - Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
  - e. a line midway between Metropolitan Avenue and Devoe Street, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line 125 feet northerly of Grand Street, Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Powers Street, and a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
  - f. Skillman Avenue, Kingsland Avenue-Grandparents Avenue, Maspeth Avenue, Olive Street, a line midway between Maspeth Avenue and Orient Avenue, a line 150 feet easterly of Bushwick Avenue and its northerly prolongation, Conselyea Street, and Woodpoint Road; and
  - g. a line midway between Grand Street and Maujer Street, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Maujer Street, and Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
5. changing from a C4-3 District to an R6A District property bounded by:
  - a. a line midway between Kent Street and Greenpoint Avenue, a line 100 feet westerly of Manhattan Avenue, Greenpoint Avenue, a line perpendicular to the southerly street line of Greenpoint Avenue distant 150 feet westerly (as measured along the street line) from the point of intersection of the southerly street line of Greenpoint Avenue and the southwesterly street line of Manhattan Avenue, and a line 150 feet southwesterly and westerly of Manhattan Avenue;
  - b. Powers Street, Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line 125 feet northerly of Grand Street, and a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico); and
  - c. a line midway between Grand Street and Maujer Street, Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Maujer Street, and a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
6. changing from an R6 District to an R6B District property bounded by:
  - a. Clay Street, a line 100 feet westerly of Manhattan Avenue, a line midway between Freeman Street and Green Street, a line 320 feet easterly of Franklin Street, Freeman Street, Franklin Street, Dupont Street, and a line 430 feet easterly of Franklin Street;
  - b. Clay Street, a line 100 feet westerly of McGuinness Boulevard (westerly portion), a line 100 feet westerly of McGuinness Boulevard, Greenpoint Avenue, a line midway between Eckford Street and McGuinness Boulevard, a line 100 feet northwesterly of Nassau Avenue, a line midway between Leonard Street and Manhattan Avenue, Norman Avenue, Leonard Street, Greenpoint Avenue, a line 150 feet easterly of Manhattan Avenue, Kent Street, and a line 100 feet easterly of Manhattan Avenue;
  - c. a line midway between Green Street and Huron Street, a line 100 feet westerly of Manhattan Avenue, Kent Street, a line 150 feet westerly of Manhattan Avenue, a line midway between Kent Street and Greenpoint Avenue, Franklin Street, a line 50 feet northerly of Huron Street, and a line 125 feet easterly of Franklin Street;
  - d. a line midway between Greenpoint Avenue and Milton Street, a line 150 feet westerly

- of Manhattan Avenue, Noble Street, Lorimer Street, Norman Avenue, a line midway between Lorimer Street and Manhattan Avenue, Nassau Avenue, Lorimer Street, a line 100 feet northwesterly of Nassau Avenue, Guernsey Street, Norman Avenue, a line midway between Guernsey Street and Dobbin Street, a line 100 feet northwesterly of Meserole Avenue, a line 100 feet southwesterly of Clifford Place, Calyer Street, Banker Street, and Franklin Street;
- e. a line 100 feet southeasterly of Nassau Avenue, a line 100 feet northeasterly of Eckford Street, Driggs Avenue, and a line midway between Manhattan Avenue and Leonard Street;
- f. a line 100 feet northwesterly of Meserole Avenue, Diamond Street, Meserole Avenue, Jewel Street, a line 200 feet southeasterly of Meserole Avenue, a line midway between Jewel Street and Moultrie Street, a line 100 feet northwesterly of Norman Avenue, Moultrie Street, Norman Avenue, Monitor Street, a line 80 feet southerly of Norman Avenue, a line midway between Monitor Street and Kingsland Avenue, a line 200 feet southerly of Norman Avenue, Kingsland Avenue, a line 170 feet northerly of Nassau Avenue, a line midway between Kingsland Avenue and Sutton Street, a line 100 feet northerly of Nassau Avenue, Morgan Avenue, Nassau Avenue, Apollo Street, a line 250 feet southerly of Nassau Avenue, a line midway between Apollo Street and Van Dam Street, a line 130 feet southerly of Nassau Avenue, Van Dam Street, a line perpendicular to the westerly street line of Van Dam Street distant 50 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Van Dam Street and the northwesterly street line of Meeker Avenue, a line 100 feet northwesterly of Meeker Avenue, Hausman Street, a line perpendicular to the westerly street line of Hausman Street distant 60 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Hausman Street and the northwesterly street line of Meeker Avenue, a line 85 feet easterly of Morgan Avenue, Meeker Avenue (northwesterly portion), Driggs Avenue, Sutton Street, a line 120 feet southerly of Driggs Avenue, Kingsland Avenue, a line perpendicular to the westerly street line of Kingsland Avenue distant 50 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Kingsland Avenue and the northwesterly street line of Meeker Avenue (northwesterly portion), Monitor Street, Engert Avenue, North Henry Street, a line 100 feet northwesterly of Meeker Avenue (northwesterly portion), Russell Street, a line 250 feet southerly of Engert Avenue, Humboldt Street, McGuinness Boulevard South, Driggs Avenue, and McGuinness Boulevard;
- g. Brooklyn Queens Expressway, Kingsland Avenue- Grandparents Avenue, Skillman Avenue, Woodpoint Road, Conselyea Street, Humboldt Street, a line 100 feet southerly of Conselyea Street, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Richardson Street, Humboldt Street, Herbert Street, and North Henry Street;
- h. Richardson Street, a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line 100 feet southerly of Conselyea Street, Leonard Street, a line 100 feet northerly of Metropolitan Avenue, Lorimer Street, a line 75 feet southerly of Conselyea Street, a line 100 feet easterly of Union Avenue, Skillman Avenue, a line 100 feet westerly of Lorimer Street, Jackson Street, a line 150 feet easterly of Lorimer Street, a line midway between Withers Street and Jackson Street, Leonard Street, Withers Street, a line 100 feet easterly of Leonard Street, a line midway between Withers Street and Frost Street, Manhattan Avenue, Frost Street and a line 150 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
- i. a line 100 feet northerly of Devoe Street, Lorimer Street, a line midway between Metropolitan Avenue and Devoe Street, a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Powers Street, Lorimer Street, a line midway between Powers Street and Grand Street, and a line 100 feet easterly of Union Avenue;
- j. a line midway between Metropolitan Avenue and Devoe Street, Humboldt Street, Devoe Street, a line 100 feet southwesterly of Bushwick Avenue, a line midway between Powers Street and Grand Street, a line 200 feet westerly of Humboldt Street, a line 125 feet northerly of Grand Street, and a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
- k. a line midway between Maspeth Avenue and Orient Avenue, Olive Street, Maspeth Avenue, Debevoise Avenue, a line 70 feet northwesterly of Maspeth Avenue, Morgan Avenue, a line midway between Sharon Street and Metropolitan Avenue, Catherine Street and its northerly centerline prolongation, Powers Street, Olive Street, a line midway between Powers Street and Grand Street, a line 100 feet northeasterly of Bushwick Avenue, a line midway between Metropolitan Avenue and Devoe Street, and a line 150 feet northeasterly of Bushwick Avenue;
- l. a line midway between Grand Street and Maujer Street, Lorimer Street, Maujer Street, Leonard Street, Scholes Street, and a line 100 feet easterly of Union Avenue; and
- m. a line midway between Grand Street and Maujer Street, Bushwick Avenue, Maujer Street, and a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
7. changing from a C4-3 District to an R6B District property bounded by:
- a. Kent Street, a line 100 feet westerly of Manhattan Avenue, a line midway between Kent Street and Greenpoint Avenue, and a line 150 feet westerly of Manhattan Avenue;
- b. Kent Street, a line 150 feet easterly of Manhattan Avenue, Greenpoint Avenue, and a line 100 feet easterly of Manhattan Avenue;
- c. a line midway between Greenpoint Avenue and Milton Street, a line perpendicular to the northerly street line of Milton Street distant 125 feet westerly (as measured along the street line) from the point of intersection of the northerly street line of Milton Street and the southwesterly street line of Manhattan Avenue, Milton Street, a line perpendicular to the southerly street line of Milton Street distant 100 feet westerly (as measured along the street line) from the point of intersection of the southerly street line of Milton Street and the southwesterly street line of Manhattan Avenue, Noble Street, and a line 150 feet southwesterly of Manhattan Avenue;
- d. Calyer Street, Leonard Street, Norman Avenue, and a line midway between Leonard Street and Manhattan Avenue;
- e. Meserole Avenue, a line midway between Lorimer Street and Manhattan Avenue, Norman Avenue, and Lorimer Street;
- f. Powers Street, a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line 125 feet northerly of Grand Street, a line 100 feet easterly of Manhattan Avenue, a line midway between Grand Street and Powers Street, and Lorimer Street; and
- g. a line midway between Grand Street and Maujer Street, a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Maujer Street, and Lorimer Street;
8. changing from a C8-2 District to an R6B District property bounded by a line midway between Conselyea Street and Metropolitan Avenue, Humboldt Street, a line 100 feet southerly of Conselyea Street, and a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
9. changing from an R6 District to an R7A District property bounded by:
- a. Clay Street, a line 100 feet easterly of Manhattan Avenue, Kent Street, and a line 100 feet westerly of Manhattan Avenue;
- b. Calyer Street, McGuinness Boulevard, Driggs Avenue, a line 100 feet northeasterly of Eckford Street, Nassau Avenue, and a line midway between Eckford Street and McGuinness Boulevard;
- c. a line midway between Metropolitan Avenue and Devoe Street, a line midway between Judge Street and Bushwick Avenue, a line midway between Powers Street and Grand Street, Olive Street, Grand Street, Bushwick Avenue, a line midway between Grand Street and Powers Street, a line 100 feet southwesterly of Bushwick Avenue, Devoe Street, and Bushwick Avenue; and
- d. Skillman Avenue and its westerly centerline prolongation, a line 100 feet easterly of Union Avenue, a line 75 feet southerly of Conselyea Street, Lorimer Street, a line 100 feet northerly of Metropolitan Avenue, Leonard Street, a line 100 feet southerly of Conselyea Street, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line midway between Metropolitan Avenue and Devoe Street, Lorimer Street, a line 100 feet northerly of Devoe Street, a line 100 feet easterly of Union Avenue, a line midway between Powers Street and Grand Street, Lorimer Street, a line midway between Grand Street and Maujer Street, a line 100 feet easterly of Union Avenue, Scholes Street, Union Avenue, and Brooklyn Queens Expressway;
10. changing from a C8-2 District to an R7A District property bounded by a line 100 feet southerly of Conselyea Street, Humboldt Street, a line midway between Metropolitan Avenue and Devoe Street, and a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
11. changing from an R6 District to a C4-3A District property bounded by a line 150 feet southwesterly of Manhattan Avenue, a line midway between Greenpoint Avenue and Milton Street, and a line perpendicular to the southerly street line of Greenpoint Avenue distant 150 feet westerly (as measured along the street line) from the point of intersection of the southerly street line of Greenpoint Avenue and the southwesterly street line of Manhattan Avenue;
12. changing from a C4-3 District to a C4-3A District property bounded by Kent Street, a line 100 feet easterly of Manhattan Avenue, Greenpoint Avenue, Leonard Street, Calyer Street, a line midway between Leonard Street and Manhattan Avenue, Norman Avenue, a line midway between Manhattan Avenue and Lorimer Street, Meserole Avenue, Lorimer Street, Noble Street, a line perpendicular to the southerly street line of Milton Street distant 100 feet westerly (as measured along the street line) from the point of intersection of the southerly street line of Milton Street and the southwesterly street line of Manhattan Avenue, Milton Street, a line perpendicular to the northerly street line of Milton Street distant 125 feet westerly (as measured along the street line) from the point of intersection of the northerly street line of Milton Street and the southwesterly street line of Manhattan Avenue, a line midway between Greenpoint Avenue and Milton Street, and a line perpendicular to the southerly street line of Greenpoint Avenue distant 150 feet westerly (as measured along the street line) from the point of intersection of the southerly street line of Greenpoint Avenue and the southwesterly street line of Manhattan Avenue;
13. changing from an R6 District to a C4-4A District property bounded by a line 125 feet northerly of Grand Street, a line 200 feet westerly of Humboldt Street, a line midway between Powers Street and Grand Street, Bushwick Avenue, a line midway between Grand Street and Maujer Street, and Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
14. changing from a C4-3 District to a C4-4A District property bounded by a line midway between Powers Street and Grand Street, a line 100 feet easterly of Manhattan Avenue, a line 125 feet northerly of Grand Street, Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line midway between Grand Street and Maujer Street, and Lorimer Street;
15. establishing within an existing R6 District a C2-4 District bounded by
- a. a line perpendicular to the westerly street line of Hausman Street distant 60 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Hausman Street and the northwesterly street line of Meeker Avenue (northwesterly portion), Hausman Street, Meeker Avenue, and a line 85 feet easterly of Morgan Avenue;
- b. Meeker Avenue (southeasterly portion), a line 125 feet northeasterly of Humboldt Street, Herbert Street, and Humboldt Street; and
- c. Meeker Avenue (southeasterly portion), Graham Avenue- Via Vespucci, Herbert Street, Humboldt Street, Richardson Street, a line 150 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Skillman Avenue, a line 150 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), and Richardson Street;
16. establishing within a proposed R6A District a C2-4 District bounded by:
- a. a line midway between Kent Street and Greenpoint Avenue, a line 100 feet westerly of Manhattan Avenue, Greenpoint Avenue, a line perpendicular to the southerly street line of Greenpoint Avenue distant 150 feet westerly from the point of intersection of the southerly street line of Greenpoint Avenue and the northwesterly street line of Manhattan Avenue, a line midway between Greenpoint Avenue and Milton Street, and Franklin Street;
- b. a line midway between Kent Street and Greenpoint Avenue, McGuinness Boulevard, Greenpoint Avenue, and a line 100 feet westerly of McGuinness Boulevard;
- c. Norman Street, a line midway between Manhattan Avenue and Leonard Street, a line 100 feet northwesterly of Nassau Avenue, a line midway between McGuinness Boulevard and Eckford Street, Nassau Avenue, a line 100 feet northeasterly of Eckford Street, a line 100 feet southeasterly of Nassau Avenue, a line midway between Manhattan Avenue and Leonard Street, Driggs Avenue, and a line midway between Lorimer Street and Manhattan Avenue;
- d. Richardson Street, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line 100 feet southerly of Conselyea Street, and a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);
- e. a line midway between Metropolitan Avenue and Devoe Street, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), a line 125 feet northerly of Grand Street, and a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico); and
- f. a line midway between Grand Street and Maujer Street, a line 100 feet easterly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico), Maujer Street, and a line 100 feet westerly of Graham Avenue- Via Vespucci (Graham Avenue/ Avenue of Puerto Rico);

17. establishing within a proposed R6B District a C2-4 District bounded by:
- a. Dupont Street, a line 75 feet easterly of Franklin Street, Freeman Street, and Franklin Street;
  - b. a line 50 feet northerly of Huron Street, a line 75 feet easterly of Franklin Street, a line midway between Kent Street and Greenpoint Avenue, and Franklin Street;
  - c. a line midway between Greenpoint Avenue and Milton Street, a line 75 feet easterly of Franklin Street and its southerly prolongation, Calyer Street, Banker Street, and Franklin Street;
  - d. a line midway between Greenpoint Avenue and Kent Street, a line 100 feet westerly of McGuinness Boulevard, Greenpoint Avenue, a line midway between Eckford Street and McGuinness Boulevard, a line 100 feet southerly of Greenpoint Avenue, Leonard Street, Greenpoint Avenue, and a line 100 feet easterly of Manhattan Avenue;
  - e. a line 100 feet northerly of Norman Avenue, Eckford Street, a line 100 feet southerly of Norman Avenue, and a line midway between Leonard Street and Manhattan Avenue;
  - f. a line perpendicular to the northeasterly street line of Lorimer Street distant 75 feet northerly (as measured along the street line) from the point of intersection of the northwesterly street line of Bedford Avenue and the northeasterly street line of Lorimer Street, a line midway between Manhattan Avenue and Lorimer Street, Bedford Avenue, and Lorimer Street;
  - g. a line 100 feet northerly of Driggs Avenue, a line 100 feet northeasterly of Eckford Street, Driggs Avenue, and Leonard Street;
  - h. a line 100 feet northwesterly of Nassau Avenue, Newel Street, a line 75 feet northwesterly of Nassau Avenue, Humboldt Street, a line 100 feet northerly of Nassau Avenue, Russell Street, a line 75 feet northerly of Nassau Avenue, Monitor Street, Nassau Avenue, Russell Street, a line 100 feet southerly and southeasterly of Nassau Avenue, Diamond Street, a line 75 feet southeasterly of Nassau Avenue, Newel Street, a line 100 feet southeasterly of Nassau Avenue, and McGuinness Boulevard;
  - i. a line 100 feet northerly of Driggs Avenue, Russell Street, Driggs Avenue, Monitor Street, a line 100 feet southerly of Driggs Avenue, Humboldt Street, Driggs Avenue, and McGuinness Boulevard;
  - j. a line 80 feet northerly of Driggs Avenue, Morgan Avenue, a line 100 feet northerly of Driggs Avenue, a line 85 feet easterly of Morgan Avenue, Meeker Avenue (northerly portion), Driggs Avenue, and Sutton Street;
  - k. Richardson Street, Kingsland Avenue-Grandparents Avenue, Jackson Street, a line 100 feet westerly of Kingsland Avenue-Grandparents Avenue, Withers Street, Woodpoint Road, Frost Street, a line 100 feet northwesterly of Woodpoint Road, and a line 100 feet westerly of Kingsland Avenue-Grandparents Avenue;
  - l. Jackson Avenue, a line 100 feet easterly of Lorimer Street, Skillman Avenue, and a line 100 feet westerly of Lorimer Street;
  - m. a line midway between Orient Avenue and Metropolitan Avenue, Olive Street, a line midway between Sharon Street and Metropolitan Avenue, Catherine Street and its northerly centerline prolongation, a line midway between Metropolitan Avenue and Devoe Street, a line 150 feet easterly of Bushwick Avenue, Metropolitan Avenue, and the easterly boundary line of Cooper Gore Park;
  - n. a line midway between Grand Street and Maujer Street, a line 100 feet easterly of Manhattan Avenue, Maujer Street, and a line 100 feet westerly of Manhattan Avenue; and
  - o. a line midway between Grand Street and Maujer Street, Bushwick Avenue, Maujer Street, and a line 100 feet westerly of Bushwick Avenue; and
18. establishing within a proposed R7A District a C2-4 District bounded by:
- a. Clay Street, a line 100 feet easterly of Manhattan Avenue, Kent Street, and a line 100 feet westerly of Manhattan Avenue;
  - b. a line 100 feet northwesterly of Nassau Avenue, McGuinness Boulevard, a line 100 feet southeasterly of Nassau Avenue, a line 100 feet northeasterly of Eckford Street, Nassau Avenue, and a line midway between McGuinness Boulevard and Eckford Street;
  - c. Skillman Avenue and its westerly centerline prolongation, a line 100 feet easterly of Union Avenue, a line 75 feet southerly of Conselyea Street, Lorimer Street, a line 100 feet northerly of Metropolitan Avenue, Leonard Street, a line 100 feet southerly of Conselyea Street, Humboldt Street, a line midway between Metropolitan Avenue and Devoe

Street, Lorimer Street, a line 100 feet northerly of Devoe Street, a line 100 feet easterly of Union Avenue, a line midway between Powers Street and Grand Street, Lorimer Street, a line midway between Grand Street and Maujer Street, a line 100 feet easterly of Union Avenue, Ten Eyck Street, and Union Avenue; and

- d. a line midway between Powers Street and Grand Street, Olive Street, Grand Street, and Bushwick Avenue;

as shown on a diagram (for illustrative purposes only) dated March 2, 2009, and subject to the conditions of CEQR Declaration E-232.

**Nos. 8 & 9  
DUMBO REZONING  
No. 8**

**CD 2 N 090309 ZRK**  
**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, Section 23-90, inclusive, relating to the application of the Inclusionary Housing Program to proposed R7A and R8A districts, and Section 123-90, relating to the establishment of Special Mixed Use District #2 in DUMBO in the Borough of Brooklyn, Community District 2.

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

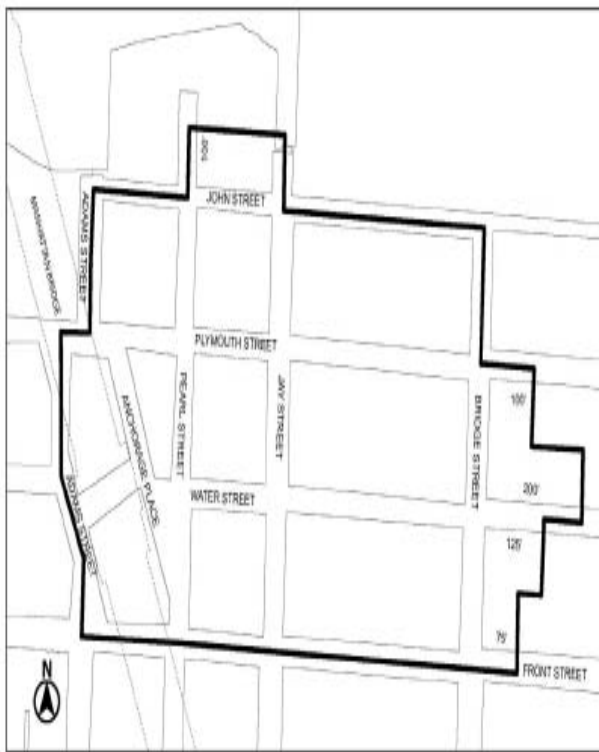
Article II: Residence District Regulations

Chapter 3  
Bulk Regulations for Residential Buildings in Residence Districts  
\* \* \*

**23-922**  
**Inclusionary housing designated areas**  
The Inclusionary Housing Program shall apply in the following areas:

(e) In Community District 2, in the Borough of Brooklyn, in the R7A and R8A Districts within the areas shown on the following Maps 7, 8, ~~and 9~~ and 10:

\*\*\*



**Map 10**  
Portion of Community District 2, Brooklyn

(f) In Community District 7, in the Borough of Manhattan, in the R9A Districts within the areas shown on the following Map ~~11~~ 11: \* \* \*

**Map ~~10~~ 11**  
Portion of Community District 7, Manhattan

(g) In Community District 3, in the Borough of Brooklyn, in the R7D Districts within the areas shown on the following Maps ~~11 and 12~~ and 13: \* \* \*

**MAP ~~11~~ 12**  
Portion of Community District 3, Brooklyn

**MAP ~~12~~ 13**  
Portion of Community District 3, Brooklyn

(h) In Community District 6, in the Borough of Manhattan, in the R10 Districts within the areas shown on the following Map ~~13~~ 14: \* \* \*

**MAP ~~13~~ 14**  
Portion of Community District 6, Manhattan

(i) In Community District 3, in the Borough of Manhattan, in the R7A, R8A and R9A Districts within the areas shown on the following Map ~~14~~ 15: \* \* \*

Map ~~14~~ 15: portion of Community District 3, Manhattan  
\* \* \*

Article XII - Special Purpose Districts  
Chapter 3  
Special Mixed Use District \* \* \*

123-63  
Maximum Floor Area Ratio and Lot Coverage Requirements for Residential Buildings in R6, R7, R8 and R9 Districts  
Where the designated #Residence District# is an R6, R7, R8 or R9 District, the minimum required #open space ratio# and maximum #floor area ratio# provisions of Sections 23-142, 23-143 and paragraph (a) of Section 23-147 shall not apply. In lieu thereof, all #residential buildings#, regardless of whether they are required to be #developed# or #enlarged# pursuant to the Quality Housing Program, shall comply with the maximum #floor area ratio# and #lot coverage# requirements set forth for the designated district in Section 23-145, or paragraph (b) of Section 23-147 for #non-profit

residences for the elderly#. For purposes of this Section, #non-profit residences for the elderly# in R6 and R7 Districts without a letter suffix, shall comply with the provisions for R6A or R7A Districts, respectively, as set forth in paragraph (b) of Section 23-147.  
Where the designated district is an R7-3 District, the maximum #floor area ratio# shall be 5.0 and the maximum #lot coverage# shall be 70 percent on an #interior# or #through lot# and 80 percent on a #corner lot#.  
Where the designated district is an R9-1 District, the maximum #floor area ratio# shall be 9.0, and the maximum #lot coverage# shall be 70 percent on an #interior# or #through lot# and 80 percent on a #corner lot#.  
However, in #Inclusionary Housing designated areas#, as listed in the following table, the maximum permitted #floor area ratio# shall be as set forth in Section 23-942 (In Inclusionary Housing designated areas). The locations of such districts are specified in Section 23-922 (Inclusionary Housing designated areas).

Special Mixed Use District Designated Residence District

MX 8-Community District 1, R6 R6A R6B R7A  
Brooklyn

MX 2-Community District 2, R7A R8A  
Brooklyn

\* \* \*

123-90  
The #Special Mixed Use District# is mapped in the following areas:

#Special Mixed Use District# - 1:  
Port Morris, The Bronx  
The #Special Mixed Use District# - 1 is established in Port Morris in The Bronx as indicated on the #zoning maps#.  
#Special Mixed Use District# - 2:  
~~Fulton Ferry~~ DUMBO, Brooklyn  
The #Special Mixed Use District# - 2 is established in ~~DUMBO~~ ~~Fulton Ferry~~ in Brooklyn as indicated on the #zoning maps#.

\* \* \*

**No. 9 C 090310 ZMK**  
**CD 2**  
**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. 122:

1. changing from an M1-2 District to an M1-4/R7A District property bounded by Plymouth Street, Bridge Street, a line midway between Plymouth Street and Water Street, a line 200 feet easterly of Bridge Street, Water Street, a line 125 feet easterly of Bridge Street, a line midway between Water Street and Front Street, a line 75 feet easterly of Bridge Street, Front Street, and a line 150 feet easterly of Jay Street;
2. changing from an M3-1 District to an M1-4/R7A District property bounded by:
  - a. John Street, Bridge Street, Plymouth Street, and a line 150 feet easterly of Jay Street; and
  - b. Plymouth Street, a line 100 feet easterly of Bridge Street, a line midway between Plymouth Street and Water Street, and Bridge Street;
3. changing from an M1-2 District to an M1-4/R8A District property bounded by Plymouth Street, a line 150 feet easterly of Jay Street, Front Street, and Adams Street;
4. changing from an M3-1 District to an M1-4/R8A District property bounded by John Street, the northerly centerline prolongation of Pearl Street, a line 100 feet northerly of John Street, the northerly centerline prolongation of Jay Street, John Street, a line 150 feet easterly of Jay Street, Plymouth Street, and Adams Street; and
5. establishing a Special Mixed Use District (MX-2) bounded by John Street, the northerly centerline prolongation of Pearl Street, a line 100 feet northerly of John Street, the northerly centerline prolongation of Jay Street, John Street, Bridge Street, Plymouth Street, a line 100 feet easterly of Bridge Street, a line midway between Plymouth Street and Water Street, a line 200 feet easterly of Bridge Street, Water Street, a line 125 feet easterly of Bridge Street, a line midway between Water Street and Front Street, a line 75 feet easterly of Bridge Street, Front Street, Adams Street, Plymouth Street, and Adams Street;

as shown in a diagram (for illustrative purposes only) dated February 17, 2009, and subject to the conditions of CEQR Declaration E-231.

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

m19-j3

**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. 8 - Wednesday, May 27, 2009 at 7:30 P.M., Hillside Manor, 188-11 Hillside Avenue, Jamaica Estates, NY

**BSA #194-97-BZ**  
84-12 164th Street - Auto Service Management Corporation  
The application seeks to extend the term of a previously granted variance for the continued operation of the automotive repair establishment, the application also requests a waiver of the Board's Rules of Practice and Procedure since the application was not filed within thirty days of the variance term expiration.

**BSA #8-96-BZ**  
175-22 Horace Harding Expressway - Shell Service Station

Proposal to extend the term of the special permit granted by the BSA under Cal. #8-96-BZ for a period of ten (10) years past July 16, 2006 and to slightly modify the building shape and interior is contrary to the latest resolution and drawings adopted under Cal. #8-96-BZ and contrary to C.O. #172343.

m21-27

## CONSUMER AFFAIRS

### ■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, PURSUANT TO LAW, that the New York City Department of Consumer Affairs will hold a Public Hearing on Wednesday, May 27, 2009, at 2:00 P.M., at 66 John Street, 11th floor, in the Borough of Manhattan, on the following petitions for sidewalk café revocable consent:

- 1) 176 8th Avenue Corp.  
176 8th Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 2) 220 Conover Street Restaurant Corp.  
220 Conover Street, in the Borough of Brooklyn  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 3) 317 Amsterdam Corp.  
410 Amsterdam Avenue, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 4) 58 2nd Rest Corp.  
58 2 Avenue, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 5) 60 Sweet Thing, Inc.  
1003 2 Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 6) 804 Lexington Avenue Restaurant Inc.  
804 Lexington Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 7) Ali Baba's Terrace  
862 Second Avenue, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 8) Alloro Restaurant Corp.  
307 East 77th Street, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 9) Amorluz Corp.  
429 Amsterdam Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 10) Anna's Greek Restaurant Corp.  
21-01 31st Street, in the Borough of Queens  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 11) Borden Ave Rest Inc.  
2-03 Borden Avenue, in the Borough of Queens  
(To continue to maintain, and operate an enclosed sidewalk café for a term of two years.)
- 12) Broadway 76 LTD  
2161 Broadway, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 13) Cobra Caterer Inc.  
575 Hudson Street, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 14) Cowgirl, Inc.  
519 Hudson Street, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 15) CPS Hospitality LLC  
768 Fifth Avenue, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 16) Emel Soan Corp.  
32-07 30th Avenue, in the Borough of Queens  
(To continue to maintain, and operate an enclosed sidewalk café for a term of two years.)
- 17) Emilio's Italian Eatery, Inc.  
413 Amsterdam Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 18) Ficlama Corp.  
331 Bedford Avenue, in the Borough of Brooklyn  
(To continue maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 19) Fiorello's Roman Café, Inc.  
1 Lincoln Plaza, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 20) Greenwich Village Bistro LTD  
13 Carmine ST, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 21) IL Mattone Corp.  
413 Greenwich Street, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 22) IL Posto LLC  
85TH Tenth Avenue, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 23) Jaya Malaysian Restaurant Inc.  
90 Baxter Street, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 24) Jos Concept LLC  
566 Amsterdam Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an

unenclosed sidewalk café for a term of two years.)

- 25) Kang Yue USA Corp.  
107-18 70 Road, in the Borough of Queens  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 26) Kiwi's Historical Building Inc.  
626 10th Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 27) Life Café, Inc.  
343 East 10th Street, in the Borough of Manhattan  
(To continue maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 28) Los Pollitos III, Inc.  
499 Myrtle Avenue, in the Borough of Brooklyn  
(To continue maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 29) Los Pollitos Restaurant Corp.  
148 Fifth Avenue, in the Borough of Brooklyn  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 30) Ma Favela Chic LLC  
1022 Lexington Avenue, in the Borough of Manhattan  
(To continue maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 31) Mangaroni LLC  
191 Seventh Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 32) Mexicali Enterprises LTD  
375 Third Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an enclosed sidewalk café for a term of two years.)
- 33) Mojito Cuban Cuisine Corp.  
82 Washington Avenue, in the Borough of Brooklyn  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 34) Nahm Inc.  
690 Ninth Avenue, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 35) New Organico Inc.  
89 7th Avenue, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 36) Noodle Bar LLC  
26 Carmine Street, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 37) Noorelhad Corp.  
24-25 Steinway Street, in the Borough of Queens  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 38) NPK Donut Inc.  
96 East 161st Street, in the Borough of Bronx  
(To continue to maintain, and operate an enclosed sidewalk café for a term of two years.)
- 39) Pescatore 15 Inc.  
955-957 2nd Avenue, in the Borough of Manhattan  
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 40) Ponente llc  
628 Ninth Avenue, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 41) Sounds Of Cuba Inc.  
405 West 14th Street, in the Borough of Manhattan  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 42) Starbucks Corporation  
7419 3rd Avenue, in the Borough of Brooklyn  
(To continue to maintain, and operate an enclosed sidewalk café for a term of two years.)
- 43) The Attic Corp Of Douglaston  
33-02 34th Avenue, in the Borough of Queens  
(To continue to maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 44) Za Bruno Restaurant, Inc.  
470 West 22nd Street, in the Borough of Manhattan  
(To establish, maintain, and operate an enclosed sidewalk café for a term of two years.)

Individuals requesting Sign Language Interpreters should contact the Department of Consumer Affairs, Legal Division, 42 Broadway, 9th Floor, New York, NY 10004, (212) 487-4422, no later than five (5) business days before the hearing.

m22

## EMPLOYEES' RETIREMENT SYSTEM

### ■ MEETING

Please be advised that the next Investment Meeting of the Board of Trustees of the New York City Employees' Retirement System has been scheduled for Tuesday, May 26, 2009 at 9:30 A.M. to be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor Boardroom, Brooklyn, NY 11201-3751.

m18-22

## ENVIRONMENTAL PROTECTION

### BUREAU OF WATER SUPPLY

#### ■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held at the Department of Environmental Protection Offices at 59-17 Junction Boulevard, 17th Floor Conference Room, Flushing, New York, on June 4, 2009 commencing at 10:00 A.M. on the following:

**IN THE MATTER OF** a proposed contract between the Department of Environmental Protection and Catskill Watershed Corporation, PO Box 569, Margaretville, New York 12455 for CAT-381: Catskill Watershed Corporation Operating Expenses. The Contract term shall be 1825 consecutive calendar days with an option to renew for one year from the date of the written notice to proceed. The Contract amount shall be \$500,000.00 - Location: NYC Watershed Region - PIN# 82609WS00036.

A copy of the Contract may be inspected at the Department of Environmental Protection, 59-17 Junction Boulevard, Flushing, New York, 11373, on the 17th Floor Bid Room, on business days from May 22, 2009 to June 4, 2009 between the hours of 9:30 A.M. - 12:00 P.M. and from 1:00 P.M. - 4:00 P.M.

Pursuant to Section 2-11(c)(3) of the Procurement Policy Board Rules, if DEP does not receive, by May 29, 2009, from any individual a written request to speak at this hearing, then DEP need not conduct this hearing. Written notice should be sent to Ms. Debra Butlien, NYCDEP, 59-17 Junction Blvd., 17th Floor, Flushing, NY 11373 or via email to dbutlien@dep.nyc.gov.

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

m22

## INDUSTRIAL DEVELOPMENT AGENCY

### ■ PUBLIC HEARINGS

The New York City Industrial Development Agency (the "Agency") is empowered under the New York State Industrial Development Agency Act (constituting Title 1 of Article 18-A of the General Municipal Law), and Chapter 1082 of the 1974 Laws of New York, as amended, to issue nonrecourse revenue bonds to provide financing for qualified projects, and to enter into industrial and small industry incentive program transactions and other straight-lease transactions for the benefit of qualified projects, and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York (the "State") and to improve their prosperity and standard of living. The Agency has been requested (i) to make available the proceeds of its bonds to be issued in the approximate aggregate dollar amounts, to be used by the persons, for the purposes, and at the addresses identified below, and (ii) to participate in industrial and small industry incentive program straight-lease transactions and other straight-lease transactions for the purposes and at the addresses also identified below. As used herein, "bonds" are bonds, the interest on which may be exempt from local and/or State and/or Federal income taxes; and the "City" shall mean The City of New York. As used herein with reference to bond amounts, "approximately" shall be deemed to mean up to such stated bond amount or a greater principal amount not to exceed 10% of such stated bond amount.

Approximately \$4,000,000 tax-exempt manufacturing facilities revenue bond transaction or Straight-Lease (Industrial Incentive Program) transaction on behalf of a to-be-formed real estate holding company, for the benefit of Boundary Fence & Railing Systems, Inc., a fence and railing manufacturer and distributor, in connection with the acquisition, renovation, equipping and/or furnishing of an approximately 23,500 square foot, existing facility located on an approximately 47,500 square foot parcel of land located at 87-35 131st Street, Richmond Hill, Queens, New York 11418 and in connection with the acquisition, construction, renovation, equipping and / or furnishing of an approximately 2,000 square foot facility to be built on an approximately 47,500 square foot parcel of land located at 87-35 131st Street, Richmond Hill, Queens, New York 11418. The financial assistance proposed to be conferred by the Agency will consist of such bond financing, payments in lieu of City real property taxes, exemption from City and State mortgage recording taxes and exemption from City and State sales and use taxes.

Straight-lease (Industrial Incentive Program) transaction for the benefit of a to-be-formed real estate holding company, on behalf of Pearlgreen Corp., a building maintenance and construction supplies distributor, and Pearlweave Safety Netting Corp., a construction/safety products manufacturer, in connection with the acquisition, renovation, equipping and/or furnishing of an approximately 90,000 square foot facility located on an approximately 80,000 square foot parcel of land at 295 Locust Avenue, Bronx, New York 10454. The financial assistance proposed to be conferred by the Agency will consist of payments in lieu of City real property taxes, exemption from City and State mortgage recording taxes and exemption from City and State sales and use taxes.

Straight-lease (Industrial Incentive Program) transaction for the benefit of a to-be-formed holding company, on behalf of Quality Color Design, Inc., a jewelry manufacturer, in connection with the acquisition, renovation, equipping and/or furnishing of an approximately 10,000 square foot condominium unit (unit #8) in an approximately 116,000 square foot building located on an approximately 7,000 square foot parcel of land located at 10 West 46th Street, New York, New York 10036. The financial assistance proposed to be conferred by the Agency will consist of payments in lieu of City real property taxes, exemption from City and State mortgage recording taxes and exemption from City and State sales and use taxes.

Straight-lease (commercial growth) transaction for the benefit of The School of Visual Arts, Inc., a for-profit and accredited higher education institution, and its affiliates in connection with the renovation of office space and for the acquisition and/or leasing and installation of machinery, equipment, furniture and fixtures and other tangible personal property at the following locations:

- the basement and floors 1 - 6 comprising approximately 38,248 square feet in a facility located at 209 East 23rd Street, New York, New York 10010;
- the basement and floors 1 - 6 comprising approximately 27,449 square feet in a facility located at 205 East 23rd Street, New York, New York 10010;
- portions of floor 3 and floor 6 comprising approximately 5,800 square feet in a facility located at 220 East 23rd Street, New York, New York 10010;
- the basement and floors 1 - 7 comprising approximately 50,509 square feet in a facility located at 214 East 21st Street, New York, New York 10010;
- floors 2, 5, 7 and 8 comprising approximately 70,000 square feet in a facility located at 380 Second Avenue, New York, New York 10010;
- floors 2, 3, 4, 6, 7 and 11 comprising approximately 30,000 square feet in a facility located at 132 West 21st Street, New York, New York 10011;



- floors 2, 6, 9, 10 and 12 comprising approximately 35,000 square feet in a facility located at 136 West 21st Street, New York, New York 10011;
- the basement and floors 1 - 12 comprising approximately 115,895 square feet in a facility located at 133 West 21st Street, New York, New York 10011;
- theatres 1 and 2 comprising approximately 20,000 square feet in a facility located at 333 West 23rd Street, New York, New York 10011 and
- floors 1 - 5 comprising approximately 48,800 square feet in a facility located at 335 West 16th Street, New York, New York 10011.

The financial assistance proposed to be conferred by the Agency will consist of exemption from City and State mortgage recording taxes and exemption from City and State sales and use taxes.

Pursuant to Section 859a of the General Municipal Law of the State of New York and Internal Revenue Code Section 147(f), the Agency will hold a hearing on the proposed financings and transactions set forth above at the office of New York City Economic Development Corporation ("NYCEDC"), 110 William Street, 4th Floor, New York, New York commencing at 10:00 A.M. on **Thursday, June 4, 2009**. Interested members of the public are invited to attend. The Agency will present information at such hearing on the proposed financings and transactions set forth above. Pursuant to subdivision 3 of the above-referenced Section 859a, the Agency will, in addition, provide an opportunity for the public to review at such hearing the project application and the cost-benefit analysis for each of the proposed financings and transactions. For those members of the public desiring to review project applications and cost benefit analyses before the date of the hearing, copies of these materials will be made available, starting on or about noon on the Friday preceding the hearing. Persons desiring to obtain copies of these materials may visit the website of New York City Economic Development Corporation at [www.nycedc.com](http://www.nycedc.com) or may call (212) 312-3598. Persons desiring to make a brief statement regarding the proposed financings and transactions should give prior notice to the Agency at the address or phone number shown below. Written comments may be submitted to the Agency to the attention of Ms. Frances Tufano at the address shown below. Please be advised that certain of the aforementioned proposed financings and transactions may possibly be removed from the hearing agenda prior to the hearing date. Information regarding such removals will be available by contacting [ftufano@nycedc.com](mailto:ftufano@nycedc.com) on or about noon on the Friday preceding the hearing.

New York City Industrial Development Agency  
Attn: Ms. Frances Tufano  
110 William Street, 5th Floor  
New York, New York 10038  
(212) 312-3598

☛ m22-j8

## 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, **June 02, 2009** at 9:30 A.M. in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

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

**BOROUGH OF THE BRONX**  
09-6620 - Block VARIOUS, lot VARIOUS-  
Various Addresses - Fieldston Historic District  
A Romantic style planned suburb laid out in 1914 by engineer Albert Wheeler based on recommendations made by Frederick Law Olmsted and James R. Croe. The Historic District is characterized by an eclectic variety of residential buildings and styles including variants of the Colonial Revival, Craftsman, and various picturesque revival styles including Medieval, Tudor, and Mediterranean, as well as formal modernist houses. Application is to adopt the Fieldston Historic District Implementation Rules for a proposed master plan for certain alterations to improvements in the Fieldston Historic District pursuant to the City Administrative Procedures Act.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF 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 09-8343 - Block 8023, lot 1-300 Knollwood Ave. - Douglaston Historic District  
A Colonial Revival style ranch house designed by Carl Salminen and built in 1950. Application is to demolish the house and construct a new house. Zoned R1-2.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF QUEENS 09-8893 - Block 9273, lot 89-86-15 Lefferts Boulevard - Richmond Hill Republican Club - Individual Landmark  
A Colonial Revival style civic building designed by Henry E. Haugaard and built in 1908. Application is to construct a rooftop addition, alter the balustrades, and install storefront infill. Zoned C2-4/R4-1.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF BROOKLYN 07-7542 - Block 1965, lot 9-51 Cambridge Place - Clinton Hill Historic District  
An Italianate style rowhouse built c.1856. Application is to construct a rear yard addition. Zoned R-6.

**BINDING REPORT**  
BOROUGH OF BROOKLYN 09-7317 - Block 147, lot 2-365 Jay Street - Brooklyn Fire Headquarters - Individual Landmark  
A Romanesque Revival style civic building designed by Frank Freeman and built in 1892. Application is to replace doors.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF BROOKLYN 09-7176 - Block 249, lot 28-134 Montague Street - Brooklyn Heights Historic District  
An Anglo-Italianate style residence built in the 19th century. Application is to construct a rooftop addition and alter the rear facade. Zoned R7-1.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF BROOKLYN 09-8624 - Block 263, lot 16-281A Henry Street - Brooklyn Heights Historic District  
An Eclectic style rowhouse built in 1861-79. Application is to alter the areaway and entrance.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF BROOKLYN 09-8385 - Block 311, lot 21-194 Baltic Street - Cobble Hill Historic District  
A brick rowhouse built c.1846. Application is to install dormers and skylight.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF MANHATTAN 09-6531 - Block 145, lot 12-125-131 Chambers Street, aka 95-99 West Broadway; and 101-107 West Broadway, aka 113 Reade Street - Tribeca South Historic District  
A Gothic Revival/Italianate style hotel building built in 1844-1845, with additions built in 1852-53, 1867-1868 and 1869, and altered in 1987-1989, and a two story building constructed in 1967-1968. Application is to modify the entrance and construct a rooftop bulkhead on 125 Chambers Street, and to demolish 101 West Broadway and construct a six story building. Zoned C6-3A.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF MANHATTAN 09-8164 - Block 175, lot 18-39 White Street - Tribeca East Historic District  
A Greek Revival style converted dwelling with Italianate style additions, built in 1831-32 and 1860-61. Application is to construct a rooftop addition. Zoned C6-2A.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF MANHATTAN 09-6420 - Block 499, lot 7-110 Greene Street - SoHo-Cast Iron Historic District  
A store and office building with Classical style details, designed by William Dilthy and built in 1908. Application is to legalize the installation of a rooftop railing without Landmarks Preservation Commission permits.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF MANHATTAN 09-7508 - Block 619, lot 22-226 West 10th Street - Greenwich Village Historic District  
A Greek Revival style rowhouse built in 1847-48. Application is to construct a rear yard addition and alter the rear facade. Zoned R6.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF MANHATTAN 09-3179 - Block 828, lot 41-230 Fifth Avenue - Madison Square North Historic District  
A Beaux Arts style office building designed by Schwartz & Gross, and built in 1912-15. Application is to install two flagpoles.

**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.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF MANHATTAN 09-7925 - Block 1382, lot 15-21 East 67th Street - Upper East Side  
A residence originally built in 1879-80, and altered in the neo-French Classic style by Philip Aehne in 1919. Application is to enlarge a window and replace doors.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF MANHATTAN 09-8132 - Block 1387, lot 14-19 East 72nd Street - Upper East Side Historic District  
A Modern/neo-Classical style apartment building designed by Rosario Candela and built in 1936-37. Application is to replace windows and a door, and install awnings and signage.

**CERTIFICATE OF APPROPRIATENESS**  
BOROUGH OF MANHATTAN 07-7900 - Block 1906, lot 28-101 West 121st Street - Mount Morris Park Historic District  
A rowhouse designed by John Burne and built in 1890. Application is to alter the areaway and rear yard, construct a rooftop bulkhead, replace the entrance door, and legalize the removal of stained glass transoms without Landmarks Preservation Commission permits.

m19-j2

## MAYOR'S OFFICE OF CONTRACT SERVICES

### FRANCHISE AND CONCESSION REVIEW COMMITTEE

#### ■ NOTICE

### NOTICE OF FRANCHISE AND CONCESSION REVIEW COMMITTEE PUBLIC HEARING ON AGENCY CONCESSION PLANS

Notice of a Franchise and Concession Review Committee (FCRC) Public Hearing on Agency Concession Plans pursuant to Section 1-10 of the Concession Rules of the City of New York, to be held on June 8, 2009, commencing at 2:30 P.M., and located at 22 Reade Street, Spector Hall, Manhattan.

Agencies that submitted an Annual Plan include the Department of Parks and Recreation, the Department of Citywide Administration Services, the Department of Transportation, the Department of Corrections, the Department of Probation, the New York Police Department, the Department of Housing Preservation and Development, the Department of Homeless Services, the New York City Economic Development Corporation (acting through the Department of Small Business Services) and NYC and Company (acting through the Department of Small Business Services).

The Agency Annual Plans list significant and non-significant concessions expiring in Fiscal Year 2010, continuing through Fiscal Year 2010 as well as a non-exclusive list of significant and non-significant concessions that are anticipated for initial solicitation, extension or renewal in Fiscal Year 2010. The expiring concessions, existing concessions and those specified concessions anticipated for solicitation, extension or renewal in Fiscal Year 2010 include the following solicitation methods: competitive sealed bids, competitive sealed proposals, negotiated concessions and concessions solicited through different procedures.

Interested parties may obtain a copy of the Plans by contacting Adam Buchanan by phone at (212) 788-0023 or via email at [abuchanan@cityhall.nyc.gov](mailto:abuchanan@cityhall.nyc.gov). Hard copies will be provided at a cost of \$.25 per page by check or money order made payable to the NYC Department of Finance. Upon request, a PDF version of the Agency Annual Plans is available free of cost. The FCRC shall consider the issues raised at the Public Hearing in accordance with the procedures set forth in the Charter under the City Administrative Procedure Act.

☛ m22-j8

## 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 55 Water Street, 9th Floor commencing at 2:00 P.M. on Wednesday, June 10, 2009. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 55 Water Street, 9th Floor, New York, NY 10013, or by calling (212) 839-6550.

**#1** In the matter of a proposed revocable consent authorizing 46-43 193rd Street, LLC to continue to maintain and use a retaining wall and a stoop on the east sidewalk of 193rd Street, north of 47th Avenue, in the Borough of Queens. The proposed revocable consent is for a term of ten years from the date of Approval by the Mayor and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

From the Date of Approval to June 30, 2019 - \$25/annum

the maintenance of a security deposit in the sum of \$1,500, 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.

**#2** In the matter of a proposed revocable consent authorizing 46-43 193rd Street, LLC to continue to maintain and use a retaining wall and a stoop on the east sidewalk of 193rd Street, north of 47th Avenue, in the Borough of Queens. The proposed revocable consent is for a term of ten years from the date of Approval by the Mayor and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

From the Date of Approval to June 30, 2019 - \$25/annum

the maintenance of a security deposit in the sum of \$1,500, 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.

**#3** In the matter of a proposed revocable consent authorizing 980 Madison LLC to continue to maintain and use a sculptural group on the face of the building on the west sidewalk of Madison Avenue, between East 76th Street and 77th 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 - \$3,540  
For the period July 1, 2010 to June 30, 2011 - \$3,643  
For the period July 1, 2011 to June 30, 2012 - \$3,746  
For the period July 1, 2012 to June 30, 2013 - \$3,849  
For the period July 1, 2013 to June 30, 2014 - \$3,952  
For the period July 1, 2014 to June 30, 2015 - \$4,055  
For the period July 1, 2015 to June 30, 2016 - \$4,158  
For the period July 1, 2016 to June 30, 2017 - \$4,261  
For the period July 1, 2017 to June 30, 2018 - \$4,364  
For the period July 1, 2018 to June 30, 2019 - \$4,467

the maintenance of a security deposit in the sum of \$4,500, 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.

**#4** In the matter of a proposed revocable consent authorizing Times Square Studios Limited to continue to maintain and use a building projection over the sidewalk on the east sidewalk of Broadway, between West 43rd Street and West 44th 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 - \$141,439  
For the period July 1, 2010 to June 30, 2011 - \$145,682  
For the period July 1, 2011 to June 30, 2012 - \$149,925  
For the period July 1, 2012 to June 30, 2013 - \$154,168  
For the period July 1, 2013 to June 30, 2014 - \$158,411  
For the period July 1, 2014 to June 30, 2015 - \$162,654  
For the period July 1, 2015 to June 30, 2016 - \$166,897  
For the period July 1, 2016 to June 30, 2017 - \$171,140  
For the period July 1, 2017 to June 30, 2018 - \$175,383  
For the period July 1, 2018 to June 30, 2019 - \$179,626

the maintenance of a security deposit in the sum of \$200,000, 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.

m20-j10

## PROPERTY DISPOSITION

### CITY UNIVERSITY

#### ■ SOLICITATIONS

*Goods*

**SALE 1994 FORD F250 PICKUP V8 (AT), TOMMY LIFT GATE, MEYER-8 SNOW PLOW** – Competitive Sealed Bids – PIN# JJ000109 – DUE 06-01-09 AT 4:00 P.M. – VIN #1FTHF26H7RNB36913, automatic transmission, 33,000 miles, full size truck bed and hydraulic lift gate, Meyer heavy duty snow plow 8 ft. wide with full hydraulic operation and remote interior controls, raised headlight and quick disconnect, Minor dents scratches, little rust, Good condition, well maintained.

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.

John Jay College, Purchasing Department, 555 West 57th St., Rm. 606, New York, NY 10019. Hazel Stewart (212) 237-8510 fax (212) 237-8922, hstewart@jjay.cuny.edu

m20-27

### CITYWIDE ADMINISTRATIVE SERVICES

#### DIVISION OF MUNICIPAL SUPPLY SERVICES

##### ■ AUCTION

#### PUBLIC AUCTION SALE NUMBER 09001-X

NOTICE IS HEREBY GIVEN of a bi-weekly public auction of City fleet vehicles consisting of cars, vans, and light duty vehicles to be held on Wednesday, May 27, 2009 (Sale Number 09001-X). 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. This auction begins at 9:00 A.M.

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 website, 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.

m19-27

##### ■ SALE BY SEALED BID

#### SALE OF: 1 LOT OF OFFICE SUPPLIES AND 2 LOTS OF COMPUER MONITORS, UNUSED AND USED.

S.P.#: 09022

DUE: June 2, 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.

m19-j2

#### SALE OF: 50,000 LBS. OF UNCLEAN BRASS WATER METERS.

S.P.#: 09019

DUE: May 26, 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.

m12-26

#### SALE OF: BI-ANNUAL SCRAP METAL REMOVAL CONTRACT from DEP Remsen Avenue Brooklyn site from July 1, 2009 to June 30, 2011.

S.P.#: 09017

DUE: May 28, 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.

m14-28

### 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

## 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.”*

### OFFICE OF THE ACTUARY

#### ■ INTENT TO AWARD

*Services (Other Than Human Services)*

**ACTUARIAL VALUATION SOFTWARE SERVICES** – Negotiated Acquisition – Available only from a single source - PIN# 0082010002 – DUE 05-29-09 AT 9:00 A.M. – Currently the Office of the Actuary (“OA”) is in the second twelve-month extension of its contract with Buck Consultants, LLC for the provision actuarial valuation software and supporting services. This contract extension will expire on June 30, 2009. The OA proposes to extend its contract with Buck Consultants, LLC for one additional twelve-month period, from July 1, 2009 to June 30, 2010, to bridge a gap in services and to provide additional time to release a Request for Proposals for actuarial consulting and related services and to negotiate a new contract.

The second twelve-month extension is needed to assist the OA in providing technical advice and expertise to the New York City Retirement Systems (NYCRS), to the City and State government authorities, to the unions and to other employers. The scope of services under the extended contract remains unchanged from the original contract.

The second twelve-month extension is through negotiated acquisition. The basis for using negotiated acquisition is to bridge a gap in services and to provide additional time to release a Request for Proposals and to negotiate a new contract. Due to the familiarity of the current vendor with NYCRS plus the consulting and valuation software needs of the OA, there is an imperative to retain the current vendor for an additional twelve-month period.

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

Office of the Actuary, Administration Division, 75 Park Place, 9th Floor, New York, NY 10007. Susan Flaschenberg (212) 442-5795, sflaschenberg@actuary.nyc.gov

m18-22

**ACTUARIAL CONSULTING SERVICES** – Negotiated Acquisition – Available only from a single source - PIN# 0082010001 – DUE 05-29-09 AT 9:00 A.M. – Currently the Office of the Actuary (“OA”) is in the second twelve-month extension of its contract with Buck Consultants, LLC for the provision actuarial consulting services. This contract extension will expire on June 30, 2009. The OA proposes to extend its contract with Buck Consultants, LLC for one additional twelve-month period, from July 1, 2009 to June 30, 2010, to bridge a gap in services and to provide additional time to release a Request for Proposals for actuarial consulting and related services and to negotiate a new contract.

The third twelve-month extension is needed to assist the OA in providing technical advice and expertise to the New York City Retirement Systems (NYCRS), to the City and State government authorities, to the unions and to other employers. The scope of services under the extended contract remains unchanged from the original contract.

The third twelve-month extension is through negotiated acquisition. The basis for using negotiated acquisition is to bridge a gap in services and to provide additional time to release a Request for Proposals and to negotiate a new contract. Due to the familiarity of the current vendor with NYCRS and the other consulting needs of the OA, including the continued implementation of Government Accounting Standards Board Statements No. 43 and No. 45 for the accounting and financial reporting of Other Postemployment

Benefits, there is an imperative to retain the current vendor for an additional twelve-month period.

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

Office of the Actuary, Administration Division, 75 Park Place, 9th Floor, New York, NY 10007. Susan Flaschenberg (212) 442-5795, sflaschenberg@actuary.nyc.gov

m18-22

### AGING

#### ■ AWARDS

*Goods & Services*

**SERVICES FOR SENIOR CITIZENS** – BP/City Council Discretionary – PIN# 12509DISC3ZX – AMT: \$10,000.00 – TO: Morningside Retirement and Health Services, Inc., 100 La Salle Street, Apt. MC, New York, NY 10027.

m22

### CITYWIDE ADMINISTRATIVE SERVICES

#### DIVISION OF MUNICIPAL SUPPLY SERVICES

##### ■ SOLICITATIONS

*Goods*

**QIAGEN/CORBETT SUPPLIES AND REAGENTS BRAND/SPEC.** – Competitive Sealed Bids – PIN# 8570900878 – DUE 06-09-09 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.

m22

##### ■ AWARDS

*Goods*

**SPECIALTY ITEMS FOR THE FOOD BANK OF NYC** – Competitive Sealed Bids – PIN# 857900919 – AMT: \$20,074.45 – TO: Wakefern Food Corp., P.O. Box 7812, 33 Northfield Avenue, Edison, NJ 08818.

m22

##### ■ 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

### ECONOMIC DEVELOPMENT CORPORATION

#### CONTRACTS

##### ■ SOLICITATIONS

*Goods & Services*

**EXCURSION BOAT OPERATOR, WEST HARLEM PIERS PARK RFP** – Request for Proposals – PIN# 28840001 – DUE 06-26-09 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 excursion boat operations at a newly built pier (the "Excursion Pier") located within West Harlem Piers Park ("WHPP"), a waterfront park that opened to the public in the Fall 2008. WHPP is on the West Side of Manhattan, along the Hudson River, between St. Clair Pl./W. 125th St. and W. 135th St. Interested excursion boat operators should propose financially feasible proposals that achieve the following objectives for the Excursion Pier:

- Attract a diverse group of users, including tourists and local residents
- Activate and enliven WHPP, both during the day and in the evening
- Integrate excursion boat operations into the surrounding community while serving a local and regional audience.

The concessionaire, at its sole cost and expense, shall be responsible for the operation of excursion boat services at the Excursion Pier for the use and enjoyment of the general public. The scope of such operations shall be in accordance with an operational plan that describes and identifies: the services (including ancillary services) to be provided by the concessionaire, the integration of the proposed services with any other services currently provided by the proposer either on its own or in conjunction with other boat operators, daily docking schedules and plans for docking non-operating vessels, hours of operation, operating routes and schedules, and other aspects further described in the Request For Proposals ("RFP").

The selected concessionaire will enter into concession agreement with the City for a term of three (3) years. 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 include: the proposed concession fee, proposed operations, the proposer's relevant experience, and the proposer's plans for ongoing interaction with WHPP and the neighboring West Harlem community.

Companies who have been certified with DSBS 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](http://www.nyc.gov/getcertified).

Detailed submission guidelines and requirements are outlined in the RFP, available as of Monday, May 18th, 2009. The RFP includes additional information on WHPP, Excursion Pier specifications, and area demographics, and is available for in-person pick up between 9:30 A.M. and 4:30 P.M., Monday through Friday, from the offices of NYCEDC (110 William Street, between Fulton Street and John Street, 6th floor). To download a copy of the solicitation documents please visit [www.nycedc.com/RFP](http://www.nycedc.com/RFP).

A file containing further background information on the Excursion Pier is also available for viewing or pick-up in compact disk or hard copy format at NYCEDC's offices, as of Monday, May 18th, Monday through Friday, 9:30 A.M. to 4:30 P.M.

Proposers interested in viewing or picking up the File at NYCEDC's offices should e-mail or phone the Project Manager two (2) days in advance of the viewing or pick-up date. Proposers should specify whether or not a CD or hard copy of the File is required. The person viewing or picking up the File at NYCEDC's offices should bring appropriate identification.

**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)(l) of the Concession Rules on Friday, June 26th, 2009. Proposers shall submit six (6) sets of the proposal (including six sets of all required attachments) to: NYCEDC, 110 William Street, 6th Floor, New York, NY 10038, Attention: Maryann Catalano, Senior Vice President, Contracts.

#### PRE-PROPOSAL MEETING AND SITE TOUR

There will be a pre-proposal meeting and site tour at the Excursion Pier (entrance located at the Hudson River terminus of W. 125th St., just west of the Henry Hudson Parkway, in Manhattan, New York, NY 10027) that will be held at 9:00 A.M. on Wednesday, May 27th, 2009. The pre-proposal meeting and site tour will start at the Excursion Pier. Although the pre-proposal meeting and site tour is not mandatory, it is recommended, and if you are considering responding to this RFP, you should make every attempt to attend.

Respondents may submit questions and/or requests for clarifications to NYCEDC no later than 4:00 P.M. on Friday, June 5th, 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, Alejandro Baquero, either at the following NYCEDC mailing address: NYCEDC, 110 William Street, 6th Floor, New York, NY, 10038 or via e-mail: [westharlempiersrfp@nycedc.com](mailto:westharlempiersrfp@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 the offices of NYCEDC and will be posted, to NYCEDC's website at [www.nycedc.com/RFP](http://www.nycedc.com/RFP) by Friday, June 12th, 2009. Any proposer may request a printed copy by sending a written request to the Project Manager at the above address.

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 westharlempiersrfp@nycedc.com*

m18-j1

## EDUCATION

### DIVISION OF CONTRACTS AND PURCHASING

#### ■ SOLICITATIONS

##### Goods

**KID PIX 3X SOFTWARE** – Competitive Sealed Bids – PIN# Z1105040 – DUE 06-09-09 AT 5:00 P.M. – Bid opening: Wednesday, June 10th, 2009 at 11:00 A.M.  
**● THE PRINT SHOP 2 SOFTWARE** – Competitive Sealed Bids – PIN# Z1106040 – DUE 06-09-09 AT 5:00 P.M. – Bid opening: Wednesday, June 10th, 2009 at 11:00 A.M.  
**● DR. SEUSS SOFTWARE** – Competitive Sealed Bids – PIN# Z1107040 – DUE 06-10-09 AT 5:00 P.M. – Bid opening: Thursday, June 11th, 2009 at 11:00 A.M.  
**● CLUEFINDERS SOFTWARE** – Competitive Sealed Bids – PIN# Z1108040 – DUE 06-10-09 AT 5:00 P.M. – Bid opening: Thursday, June 11th, 2009 at 11:00 A.M.

The New York City Department of Education (NYCDOE) is seeking bids from both qualified distributors and manufacturers experienced in providing software to the New York City Public Schools. If you cannot download these OMA'S please send an e-mail to [VendorHotline@schools.nyc.gov](mailto: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 [krabbit@schools.nyc.gov](mailto:krabbit@schools.nyc.gov) with the OMA's number and title in the subject line of your e-mail.

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*

m22

## BOARD OF ELECTIONS

#### ■ AWARDS

##### Goods & Services

**PHOTOCOPIING** – Other – PIN# 00307200831 – AMT: \$2,362,500.00 – TO: New York State Industries for the Disabled, Inc., 11 Columbia Circle Drive, Albany, NY 12203. Photocopying of designating and independent nominating petitions.

Under Authority of Article XI, Section 162 of NYS State Finance Law, the Board is required to negotiate with New York State Industry for the disabled.

m22

## 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

**PRO-STAT 101/AWC** – Competitive Sealed Bids – PIN# 1-551100002 – DUE 06-15-09 AT 2:00 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.  
*Sea View Hospital, 460 Brielle Avenue, Room 134, Staten Island, NY 10314. Pedro Irizarry (718) 317-3375, pedro.irizarry@seaviewsi.nychhc.org*

m22

**SURGICAL ADHESIVE FOR CARDIAC AND VASCULAR SURGERY** – Competitive Sealed Bids – PIN# 11109133 – DUE 06-05-09 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.  
*Bellevue Hospital Center, Room #12 East 32, New York, NY 10016. Matthew Gaumer (212) 562-2887 matthew.gaumer@bellevue.nychhc.org*

m22

**JET CASSETTES AND FILTERS** – Public Bid – PIN# 121109131 – DUE 06-05-09 AT 3:00 P.M. – Same as or equal to Leica.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
*Bellevue Hospital Center, Purchasing, 462 First Avenue 12 East 3A, NY, NY 10016. Ezzat Saad (212) 562-2017 ezzat.saad@nychhc.org*

m22

## HEALTH AND MENTAL HYGIENE

#### ■ INTENT TO AWARD

##### Services (Other Than Human Services)

**PHONE SERVICES** – Negotiated Acquisition – PIN# 09HS103801R0X00 – DUE 06-05-09 AT 4:00 P.M. The Department is intending to award a contract to CIT Communication Finance Corporation, for Telephone leasing and maintenance services. Term of the contract is July 1,

2008 to December 31, 2008. Any vendor that believes it can also provide these services is invited to indicate an expression of interest by letter which must be received no later than 6/5/09. Expression of interest should be sent to the address below, attn: Sheila Benjamin.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
*Health and Mental Hygiene, 125 Worth Street, Room 1003, New York, NY 10013. Sheila Benjamin (212) 788-5067, sbenjamin@health.nyc.gov*

m19-26

## HOMELESS SERVICES

### OFFICE OF CONTRACTS AND PROCUREMENT

#### ■ SOLICITATIONS

##### Human / Client Service

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

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

j12-24

## HOUSING AUTHORITY

#### ■ SOLICITATIONS

##### Goods & Services

**REPLACEMENT OF HEATING CONTROL SYSTEM AND EXPANSION TANK AT INDEPENDENCE TOWERS** – Competitive Sealed Bids – PIN# 8000020 – DUE 06-16-09 AT 10:45 A.M.  
**● REPLACEMENT OF HOUSE DRAINAGE AT BLDG. NO. 6 AT DYCKMAN HOUSES** – Competitive Sealed Bids – PIN# 8004401 – DUE 06-16-09 AT 10:55 A.M.

There is a non-refundable fee of \$25.00 payable by certified check or postal money order for each set of contract document.

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.*

m22

**VINYL COMPOSITION FLOOR TILE IN APARTMENTS** – Competitive Sealed Bids – DUE 06-16-09  
 PIN# 8021196 - Marcy Houses Due at 10:00 A.M.  
 PIN# 8021205 - Tilden Houses Due at 10:05 A.M.  
 PIN# 8021221 - Various Developments in Bronx Borough North Due at 10:10 A.M.  
 PIN# 8021223 - Chelsea, Chelsea Addition and Elliot Houses Due at 10:15 A.M.  
 PIN# 8021224 - Wald Houses Due at 10:20 A.M.  
 PIN# 8021229 - Richmond Terrace and Cassidy-Lafayette Due at 10:25 A.M.

There is a non-refundable fee of \$25.00 payable by certified check or postal money order for each set of contract document.

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.*

m22

##### Construction / Construction Services

**REQUIREMENTS CONTRACT FOR INSTALLATION OF SIDEWALK SHEDS AT VARIOUS LOCATIONS, BROOKLYN/STATEN ISLAND** – Competitive Sealed Bids – PIN# BW9005549 – DUE 06-03-09 AT 10:00 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

m19-26

## HOUSING PRESERVATION & DEVELOPMENT

#### ■ AWARDS

##### Human / Client Service

**ANTI-ILLEGAL EVICTION AND SRO LEGAL SERVICES** – BP/City Council Discretionary – PIN# 806099070095 – AMT: \$144,643.00 – TO: The Legal Aid Society (Bronx), 199 Water Street, 6th Floor, New York, NY 10038.

m22

## INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

### AGENCY CHIEF CONTRACTING OFFICER

#### AWARDS

*Services (Other Than Human Services)*

**CITYWIDE IVR APPLICATION DEVELOPMENT SERVICES** – Intergovernmental Purchase – Judgment required in evaluating proposals - PIN# 85809OGS0010 – AMT: \$3,893,560.81 – TO: M and C Associates, LLC, 4250 Veterans Memorial Hwy., Ste. 2100, Holbrooke, NY 11741.

m22

## PARKS AND RECREATION

### REVENUE AND CONCESSIONS

#### AWARDS

*Services (Other Than Human Services)*

**OPERATION OF ONE (1) PROCESSING MOBILE FOOD TRUCK FOR THE SALE OF PARKS APPROVED MENU ITEMS** – Competitive Sealed Bids – PIN# B82-4-MT – The City of New York Department of Parks and Recreation (“Parks”) has awarded a concession to Jameel Syed, 33 Intervale Avenue, Farmingdale, NY 11735, for the operation of one (1) processing Mobile Food Truck for the sale of Parks approved menu items at Shore Road Park, Bay 8th St. parking area on the Belt Parkway, Brooklyn. The concession, which was solicited by a Request for Bids, operates pursuant to a permit agreement for a five (5) year term, expiring on December 31, 2013. Compensation to the City is as follows: Year 1: \$4,500.00; Year 2: \$5,500.00; Year 3: \$7,500.00; Year 4: \$9,500.00; and Year 5: \$15,000.00. Vendor may only operate during hours that the park is open and must comply with all Health Department codes. All menu items and prices are subject to Parks approval.

m22

## SCHOOL CONSTRUCTION AUTHORITY

### CONTRACT ADMINISTRATION

#### SOLICITATIONS

*Construction / Construction Services*

**NEW PARKING LOT** – Competitive Sealed Bids – PIN# SCA09-07618D-2 – DUE 06-10-09 AT 11:00 A.M. School Safety Division Parking Lot (Queens). Project Range: \$3,310,000.00 to \$3,485,000.00. NYC School Construction Authority, Plans Room Window, Room #1046, 30-30 Thomsn Avenue, 1st Floor, Long Island City, New York 11101. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Kevantae Idlett (718) 472-8360 kidlett@nycsca.org

m21-28

### CONTRACT SERVICES

#### SOLICITATIONS

*Construction / Construction Services*

**CERTIFICATE OF OCCUPANCY WORK** – Competitive Sealed Bids – PIN# SCA09-11981D-1 – DUE 06-10-09 AT 10:30 A.M. – PS 152 (Manhattan). Project Range: \$1,910,000.00 to \$2,010,000.00. Non-refundable document fee \$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

m21-28

**REMOVE AND INSTALL FLOORS** – Competitive Sealed Bids – PIN# SCA09-12590D-1 – DUE 06-10-09 AT 2:30 P.M. – Madison High School (Brooklyn). Project Range: \$1,350,000.00 to \$1,424,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

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

m21-28

### PROCUREMENT

#### SOLICITATIONS

*Construction / Construction Services*

**AUDITORIUM UPGRADE** – Competitive Sealed Bids – PIN# SCA09-12258D-1 – DUE 06-08-09 AT 10:30 A.M. PS 157 (Brooklyn). Project Range: \$1,200,000.00 to \$1,270,000.00. 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. Iris Vega (718) 472-8292, ivega@nycsca.org

m19-26

## AGENCY RULES

### ENVIRONMENTAL PROTECTION

#### NOTICE

#### Notice of Amendment to Chapter 20 of Title 15 of the Rules of the City of New York Governing and Restricting the Use and Supply of Water

**PURSUANT TO THE AUTHORITY VESTED IN THE Department of Environmental Protection by section 1043 and subdivision (a) of section 1403 of the New York City Charter and sections 24-308, 24-309, 24-310, 24-332, 24-334, 24-337, 24-342, and 24-346 of the Administrative Code of the City of New York, the Department of Environmental Protection amends rules governing and restricting the use and supply of water (15 RCNY 20-01 et seq.). PLEASE BE ADVISED THAT the prior versions of this Rule were published in the City Record on April 16, 2007, May 14, 2007, October 1, 2007, and May 16, 2008 and hearings were held on June 11, 2007, October 29, 2007 and June 16, 2008.**

**Material being deleted is shown below in [brackets] and material being added in underlined.**

#### Statement of Basis of Purpose

The New York City Department of Environmental Protection (DEP) hereby amends the rules “Use and Supply of Water” (15 RCNY 20-01 et seq.), reflecting technical changes relating to the installation, repair and maintenance of water services and service connections, backflow prevention devices, the selection and use of water meters, the introduction of new technologies and updated rules for outdoor water use. The amendments also include a modernized process for tracking permits and enforcing these rules among permit holders.

These changes reflect efforts to reduce system leakage, to incorporate the use of new technologies and products, to update policies concerning outdoor water use and the use of hydrants. The amendments were developed in response to recommendations from oversight agencies, trade and professional organizations and members of the public at large.

The amendment to Section 20-01(a) provides additional types of permits that shall be obtained prior to commencement of any work. The addition of subdivision (h) requires a permit from both the DEP and the Department of Parks and Recreation prior to the commencement of excavation work.

The amendment to Section 20-02 (c) changes the spacing interval for corporations taps and wet connections. Section 20-02(d) is amended to reflect the change in procedure before installing a new tap or wet connection.

Subdivision (n) of Section 20-03 changes the spacing requirement between a service pipe and a sub-surface structure.

Subdivision (e) of Section 20-04 is amended by clarifying the conditions as to when backflow prevention devices shall be tested.

Subdivisions (a), (b), (d), (e), (i), (k) (l), (p), (q), and (r) of Section 20-05 are amended to clarify metering requirements, provisions and time-frames governing meter permits, and provide more detailed metering requirements that serve both domestic and fire protection purposes.

#### Chapter 20 of Title 15 of the Rules of the City of New York is hereby amended to read as follows:

Section one. Subdivisions (a), (b) and (c) of Section 20-01 of Title 15 of the Rules of the City of New York are amended, and subdivisions (g) and (h) are added, to read as follows:

(a) *General information.* Subject to the provisions of this chapter, permits will be issued for the following purposes upon receipt of proper applications and permit fee:

Hydrant, Use of  
Meter Disconnect for Repair or Change of Piping (“Break Seal”)  
Meter Setting, New, Replacement or Additional  
Plug, Tap/Wet Connection (Termination of Service)  
Service Pipe, Relay of  
Service Pipe, Repair of  
Service Pipe, Thawing of  
Tap Installation  
Tap Installation and Plug of Prior Tap  
Tap Location, Electrical Indicator  
[West] Wet Connection Installation  
[West] Wet Connection Installation and Plug of Prior Tap or Wet Connection

All work under a permit shall be performed by the permittee and/or persons directly employed and supervised by the permittee.

(b) *Issuance.* Permit applications shall be submitted, and permits shall be obtained before commencement of any work requiring a permit. Where permits involving plumbing work are required, such permits will be issued only to Licensed Master Plumbers, and to plumbers in the employ of municipal, state or federal agencies and authorities. Permits to set, reset, repair, or disconnect a water meter on service pipes with a diameter of less than one and one-half (1½) inches may be issued to persons who may lawfully perform such work under §20-05(c) of these Rules. Meter repair permits may also be issued to meter repair companies for repair on the premises of water meters.

(1) Any work performed without a permit as required by these Rules shall be a violation.  
(2) Permits for all emergency work must be obtained within forty-eight (48) hours or by the end of the second business day following commencement of the work.  
(3) Upon the expiration date of a plumber’s license, if such license is not renewed within 60 days after such expiration date, all permits issued under that license shall also expire.

(c) *Regulation of permit work.* If a Licensed Master

Plumber or meter repair company [commits three (3) or more violations of these Rules during a three (3) month period, the Commissioner, after providing the Licensed Master Plumber or meter repair company with an opportunity to be heard, may refuse to issue additional permits to such Licensed Master Plumber or meter repair company in accordance with §24-309 of the Administrative Code] fails to comply with three (3) or more provisions, standards or requirements of these Rules, or the terms and conditions of any permit already issued under these Rules, during a three (3) month period, the Commissioner or his/her designee, in accordance with §24-309 of the Administrative Code, may make a determination not to issue additional permits from applications submitted from such Licensed Master Plumber or meter repair company until such time as all the violations or non-compliances are corrected.

(1) In the event the Commissioner or his/her designee makes such a determination, the BCS Deputy Commissioner shall mail the determination to the address set forth in the Department of Building’s (DOB) records.

(2) The Licensed Master Plumber or meter repair company, as applicable, may appeal the Commissioner’s determination by filing a notarized petition within 60 days from the date of the Commissioner’s determination with the Commissioner, 59-17 Junction Boulevard, 19th Floor, Flushing, New York 11373-5108. The appeal shall state the name and address of the petitioner, include a short and plain statement of the matters to be adjudicated, address each of the violations mentioned in the Commissioner’s determination, with a statement of the reason or reasons why the petitioner believes the determination was incorrect, including supporting documentation, and include the Commissioner’s determination. During the review of the appeal, the Commissioner shall continue to issue permits to the Licensed Master Plumber or meter repair company.

(3) Upon review of the appeal, the Commissioner may, in his/her discretion, grant or deny the petition. Appeals shall be processed within 30 calendar days of receipt of such appeal. If the Department shall fail to process an appeal within 30 calendar days the appeal shall be granted, provided that the petitioner has responded to all requests for information submitted by the Department.

(4) The filing of an appeal shall not relieve the petitioner from complying with any requirements of the Rules, and shall not immunize any person or entity from any civil or criminal prosecution authorized pursuant to the Rules.

(g) Return of permit after completion of work. Within ten (10) business days following the completion of any work for which a meter permit has been issued, the permit, carrying a certification of the date of completion of the work, shall be returned to the Department. A permit shall expire after 365 days for new construction work and after 30 days for meter replacements or first-time meter installations in existing buildings. If the work is to be performed after that time, the applicant must apply for a permit extension before the original permit expires. If a completed meter permit is not returned upon completion of the work, the official meter set date shall be 30 days after issuance of the permit for meter replacements or first-time meter installations in existing buildings or 365 days after issuance of the permit for new construction work.

(h) Department of Parks and Recreation Permits. Excavation work for water services or for outdoor pit meters immediately adjacent to or under the drip line of a street tree requires a permit from the Department of Parks and Recreation and compliance with its “Forestry Protocol for Planned and Emergency Utility Work.”

§2. Paragraph 2 of subdivision (c) and subdivisions (d) and (g) of Section 20-02 of Title 15 of the Rules of the City of New York are amended to read as follows:

(c) *Spacing of corporations stops (taps) and wet connections.*

(2) The minimum spacing interval for corporation stops (taps) and wet connections shall be [eighteen (18)] twelve (12) inches for both three quarter (¾) inch and one (1) inch corporation stops (taps), and [twenty-four (24)] eighteen (18) inches for one and one-half (1½) and two (2) inch corporation stops (taps) and wet connections.

(d) *Location of corporation stops (taps) and wet connections.* Water main corporation stops (taps) or wet connections shall be installed in front of the property to be supplied with water. All old taps or wet connections shall be plugged or destroyed prior to the installation of the new tap or wet connection, unless interruption of service to building occupants dictates that installation of the new tap or wet connection be completed prior to plugging or destroying the old tap or wet connection.

(q) *Shut-off of tap by licensed master plumber.* A Licensed Master Plumber must secure a permit to open or shut a tap controlling a service pipe connected to a City water main for any repair, replacement or installation. If it is necessary to shut off the water main while repairing, replacing or installing a service pipe, the Licensed Master Plumber shall immediately notify the Department. The shut off shall be made only by the Department, and the permittee must pay all costs associated with shutting off the main. If a property is vacant and sealed longer than one year, the property owner must have the tap destroyed or plugged and the service line plugged. If the property owner fails to take this action, the Department may perform the work upon written notice to the property owner at the mailing address on file with the Department and assess the cost to the property owner.

§3. Paragraphs one, two and five of subdivision (f), and subdivisions (j), (n) and (s) of Section 20-03 of Title 15 of the Rules of the City of New York are amended, a new paragraph four is added to subdivision (k), and new subdivisions (v), (w), (x), and (y) are added, to read as follows:

(f) *Materials for service pipes and fittings.*

(1) New service pipes two (2) inches in diameter or less shall be brass pipe or copper tubing.

(2) Service pipes larger than two (2) inches in diameter shall either be brass or ductile iron, except that the above-ground portion of the service pipe, up to four (4) inches in diameter, may be Type K or Type L copper.

(5) All service pipes shall conform to the most recent revision of the following standards, except that all service pipes, corporation stops, tail pieces, nuts and other fittings shall have a lead content that shall not exceed 0.250%:

(i) Department of Citywide Administrative Services, Division of Municipal Supply Services 32-P-3 Standard for Brass and Copper.

(ii) Department of Citywide Administrative Services, Division of Municipal Supply Services 32-T-1 Standard for Copper Tubing, except that above-ground, indoor service pipe four (4) inches or smaller, including the meter setting and piping for any backflow prevention device, shall be Type K or Type L copper.

(iii) For three (3) inch and four (4) inch diameter pipe: ANSI/AWWA C151/A21.51, Class 52, Standard for Ductile – Iron Pipe, Centrifugally Cast, for Water or Other Liquids.

(iv) For greater than four (4) inch diameter pipe: ANSI/AWWA C151/A21.51, Class 56, Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids.

(j) House control valves. House control valves, which shall be made of material similar to the corresponding service pipes, shall be gate type with the exception of those between the sizes of three-quarter (¾) inch and two (2) inches, which may be full port ball valves. The lead content of such valves shall not exceed 0.250%. The house control valve shall be placed in the service pipe inside the building within two (2) feet of the building wall, and shall be located where it is accessible at all times. All valves shall be designed for a 150 psi minimum working pressure. For fire, sprinkler, and standpipe service pipes, and for any service pipe which supplies sprinkler heads, the house control valve shall be an OS&Y Valve or an indicating valve approved by the Department of Buildings. Notwithstanding the preceding sentence, for fire or combined service pipes two (2) inches or smaller, the house control valve may be an OS&Y valve or a UL/FM-approved full-port ball valve approved by the Department of Buildings.

(k) Curb valves.

(4) The property owner shall protect the curb valve/box from any damage and shall promptly report in writing to the Department any circumstances that may adversely affect the operation of the curb valve.

(n) Service pipe depth. All service pipes shall be installed at a depth of at least three and one-half (3 ½) feet, no more than six (6) feet below ground, unless a written waiver is obtained from the Department. Where a service pipe is installed with less than three and one-half (3 ½) feet of cover, it must be insulated and protected in accordance with the [Department] requirements described in §20-03(v). A service pipe shall not be laid within [twelve (12)] six (6) inches of any other sub-surface structure, conduit or pipe. A service pipe shall not be laid directly below, and parallel with, any subsurface structure, conduit or pipe.

(s) Service pipe repairs. A new service pipe must be installed where more than one-half (½) of an existing service pipe is in need of a repair or when any repairs are required and the existing service pipe is lead, galvanized steel or galvanized iron. All repairs must conform with the standards described in §20-03 of these Rules.

(v) Protection of service pipe and house control valve. The property owner is responsible for preventing physical deterioration of the service, curb valve, house control valve or distribution pipe which may damage a meter or prevent its maintenance or replacement. The owner shall be responsible for repairing or replacing equipment, service or distribution piping to allow maintenance, proper operation or replacement of the meter. The property owner, and not the Department, is responsible for the maintenance of the service and distribution pipe and its associated fittings and equipment. The meter setting is the responsibility of the Department.

(w) Replacement of old service pipes upon establishment of new water service. If a tap or wet connection has been destroyed or shut off due to vacancy of a building, the service pipe must be replaced as part of any new tap or wet connection unless the existing service pipe is less than 40 years old, has a functioning curb valve and is neither lead, galvanized steel or galvanized iron.

(x) Installation of a meter on unmetered properties whenever a domestic service pipe is replaced, repaired or relaid. Whenever a domestic or combined service pipe for an unmetered property is installed, replaced, repaired or relaid, a water meter shall be installed to cover the entire premises in accordance with §20-05 of these Rules. When the work is not performed under emergency conditions, DEP will indicate on the permit that the property is unmetered. When the service pipe relay, repair or replacement occurs on an emergency basis, the Licensed Master Plumber may install a set of meter inlet and outlet valves and a spool piece of a length similar to the displacement meter for that size service if the Licensed Master Plumber does not have a meter available for installation at the time of the emergency visit. If the property owner will not allow the installation of a water meter as part of the service replacement, installation, repair or relay, the Licensed Master Plumber must return the meter permit completed but include a statement that the owner would not allow the installation of a meter.

(y) Insulation. Insulation, where required by §20-03(n), shall be cellular glass insulation manufactured in accordance with ATSM C552 “Standard Specification for Cellular Glass Thermal Insulation”, where a quality system for manufacturing, inspecting and testing insulation is certified in accordance with the requirements of ISO 9002. The insulation shall be fabricated in half sections wherever possible. For large diameter piping where half sections are not practical, curved sidewall segments are preferred. Wherever possible, the insulation should be factory jacketed with a 70 mil thick self-sealing high polymer asphaltic membrane with an integral glass scrim and aluminized mylar film on the surface. Mastic finish shall be pitcote 300 or an asphalt cutback mastic. Reinforcing fabric shall be an open mesh polymer fabric with 6 x 5.5 mesh per inch configuration. Sealant shall be a nonsetting butyl sealant with a minimum 85% solids content. The Department shall maintain a list of approved insulation materials. Alternate materials may be submitted for approval by the Department.

§4. Subdivision (c), paragraph 1 of subdivision (e) and paragraph 1 of subdivision (h) of Section 20-04 of Title 15 of the Rules of the City of New York are amended to read as follows:

(c) Cross connection control reviews. A Cross

Connection Control Review shall be required prior to approval of a permit application for installation of a corporation stop (tap) or wet connection that will be used to supply water to a property that poses a backflow hazard. A Cross Connection Control Review shall also be required prior to installation of a two (2) inch corporation stop (tap) or wet connection. Approval of Cross Connection submissions shall not constitute approval of the meter setting or other aspects of the water service design.

(e) Backflow prevention device testing requirements.

(1) Each RPZ or Double Check Valve must be tested upon installation, device repair, and at least once annually, thereafter, [by a backflow preventer tester who is certified by the New York State Department of Health] and as otherwise required by the Building or Health Codes. Testing shall be performed by a backflow preventer tester who is certified by the New York State Department of Health and employed by a Licensed Master Plumber. A test report certifying that the backflow prevention device is operating properly must be submitted to the Department.

(h) Suction tanks.

(1) [Connections] Domestic water connections to premises with a pumped supply which exceeds 400 gpm (total) must be equipped with either a suction or a surge tank, as required by the Department of Buildings.

§5. Paragraphs (1) and (2), subparagraph (v) of paragraph (3), paragraph (4) and subparagraphs (i), (ii), and (iv) of paragraph (5) of subdivision (a) of Section 20-05 of Title 15 of the Rules of the City of New York are amended to read as follows:

(a) Placement.

(1) An approved water meter shall be installed wherever City water is supplied and for all wells or other water sources that discharge into the City sewer system, in new construction, upon replacement or repair of a service line in an unmetered property, or on a retrofit basis the rules of the New York City Water Board (15 RCNY 42, Appendix A (Part VII, §1)). The Department may require installation of additional meters as a condition for certain New York City Water Board rate or billing programs.

(2) Each building shall have one (1) meter on each service pipe supplying the building set at the point of entry. [After acceptance by the Department such meters will be owned, maintained, repaired and read by the Department.] However, the Department may issue a variance or approval allowing two (2) or more separate meters to serve residential and non-residential (or rate-eligible and ineligible) occupancies on the same lot to comply with a rate or billing program established by the New York City Water Board.

(3) Placement during building construction

(v) Each meter shall remain in service throughout the entire period of building construction [and until such time as the permanent meter has been installed]. If a different meter is to be used during operation of the completed building, a separate meter permit is required for that replacement.

(4) All water used in the construction of buildings less than six (6) stories in height shall either be metered or be supplied by a hydrant permitted in accordance with §20-08. If water used during construction is metered, the meter shall be placed as described in §20-05(a)(3). Permit applications for temporary water service during construction shall include the name and contact information for the Licensed Master Plumber or construction management company.

(5) Metering of fire service pipes and combined service pipes.

(i) Fire service pipes in premises supplied with City water shall be metered with an approved detector assembly or an approved fire service meter. Fire service pipes of two-and-one-half (2½) inches shall be provided with equipment applicable to a three (3) inch service pipe.

(ii) [Combined fire/domestic service pipes] Combined services or domestic services with sprinkler heads [one and one-half] two ((1½)2) inches or smaller shall use a single meter approved by the Department on the [combined] service pipe. Positive displacement meters shall not be used for such applications. [Combined fire/ domestic service pipes larger than one-and-one-half (1½)] Domestic services with sprinkler heads larger than two (2) inches may use one meter specifically approved by the Department for this purpose on the [combined] service pipe, or a standard displacement or other meter approved by the Department on the domestic branch and a detector check valve assembly on the fire branch. Combined services with sprinkler heads larger than two (2) inches may use one fire service meter approved by the Department on the combined service pipe, or a standard displacement or other meter approved by the Department on the domestic branch and a detector check valve assembly on the fire branch. Service pipes of two-and-one-half (2½) inches shall be provided with equipment applicable to a three (3) inch service pipe.

(iv) Inlet and outlet valves are not required for fire service meters or detector assemblies on combined service pipes, except for the building shut-off valve. A test tee must be provided for meter testing purposes on fire service meters. A test port shall not be placed on the bypass meter on a Detector Check Valve Assembly.

§6. Paragraph (2) of subdivision (b) of Section 20-05 of Title 15 of the Rules of the City of New York is amended, and a new paragraph (3) is added, to read as follows:

(b) Meter permits, inspection and approval of meter work.

(2) Within [seventy-two (72 hours)] ten (10) business days following the completion of any work for which a meter permit has been issued, the permit, carrying: (i) a certification of the date of completion of the work, (ii) the final reading from the old meter (for replacements or repairs) and (iii) the meter manufacturer's accuracy test document for the new meter shall be returned to the Department. A permit shall expire after 365 days for new construction work and after 30 days for meter replacements or first-time meter installations in existing buildings. If the work is to be performed after that time, the Licensed Master Plumber must apply for a permit extension before the original permit expires.

(3) After acceptance by the Department of the meter work, indicated by installation of a seal, or after one year from the return of a completed permit with access to the property available for the Department to inspect the work, whichever comes first, such meters will be owned, maintained, repaired and read by the Department. If access to the property is not made available to the Department, a denial of access notice shall be issued to the property owner.

§7. Paragraph 3 and subparagraph (i) of paragraph 6 of subdivision (d) of Section 20-05 of Title 15 of the Rules of the City of New York are amended, and new paragraphs (7) and (8) are added, to read as follows:

(d) Approved water meters. Meters shall meet the following requirements:

(3) The serial number of the meter shall be imprinted on the case or register head in a permanent manner and all meter serial numbers shall be unique for the manufacturer.

(6) For displacement type water meters, the following shall also be required:

(i) All [three-quarter (¾) inch and] five-eighth (?) inch through one (1) inch meters shall be of frost protection design with cast-iron bottom plates. Cast-iron bottom plates shall be made corrosion resistant by suitable coating and/or internal lining as approved by the Department.

(7) All meters shall have a main case composed of an alloy which shall have a lead content that shall not exceed 0.250%.

(8) Meter manufacturers shall notify the Department at least thirty (30) days after any changes in design, serial numbering, or other matter that might affect the use of the water meter or billing processes.

§8. Paragraph 2 of subdivision (e) of Section 20-05 of Title 15 of the Rules of the City of New York is amended to read as follows:

(e) Turbine and compound meters.

(2) An approved meter strainer shall be installed on all new or replacement compound and turbine meter installations, unless the meter is manufactured complete with an internal strainer.

§9. Subdivision (f) of Section 20-05 of Title 15 of the Rules of the City of New York is amended to read as follows:

(f) Used or repaired meters.

[(1)] No used or repaired meter shall be installed to cover a service pipe at [a new] the same or a different location unless it has been repaired, tested for accuracy, found to conform to AWWA new meter accuracy standards and has been approved by the Department.

[(2)] All used meters shall be repaired, conform to AWWA accuracy standards, and be approved under permit before being set at a new location.]

§10. Paragraphs 2 and 3 of subdivision (g) of Section 20-05 of Title 15 of the Rules of the City of New York are amended to read as follows:

(g) Sizing.

(2) A meter shall not be larger than the service pipe supplying the meter, the piping in the meter setting, or the water distribution piping in the building, unless specifically approved in writing by the Department or as noted in §20-05(a)(5) for two-and-one-half (2½) inch fire services or combined services. If two meters both cover the calculated peak flow rate, the smaller of the two meters shall be used unless approved in writing by the Department. Unless a fixture count and flow analysis, as described in §20-05(g)(1), has been approved by the Department, a one- or two-family home with gravity-flush water closets shall not have a meter on a domestic service without fire sprinklers larger than three-quarters (¾) inch and three-, four-, five- and six-family homes shall not have a meter on a domestic service larger than one (1) inch.

Exceptions to these requirements, and the use of Appendix Table #8 for meter sizing, will be considered by the Department only when a building's plumbing system uses only street water pressure and documented incoming water pressure is less than 35 psi for buildings four (4) through six (6) stories high, or less than 30 psi for buildings less than four (4) stories in height.

(3) The minimum size meter for new installations and replacements shall be [three quarter (¾)inch, except that existing five eighths (⁵⁄₈) inch cold water meters may be repaired and reset at their present locations] five-eighths (⁵⁄₈) inch.

§11. Paragraphs (1), (4), (5), (6), (7), (8), (11) of subdivision (i) of Section 20-05 of Title 15 of the Rules of the City of New York are amended, and a new paragraph (12) is

added, to read as follows:

(i) *Settings.* Notwithstanding any other provisions to the contrary, all meters shall be set or reset according to the following requirements:

(1) Meters shall be set as near as possible to the point of entry of the service pipe through the building or vault wall and shall be placed so that they may be easily inspected, maintained and replaced. Evaporative cooling tower meters or other meters used to calculate a wastewater allowance when located downstream of a billing meter shall be placed as close to the end use as practical. A property owner shall not erect or maintain any physical barrier that prevents access to, or repair or replacement of, the water meter.

(i) Displacement meters shall not be set beyond three (3) feet of the entry point without written approval from the Department.

(ii) Turbine and compound meters shall be set with straight sections of pipe as provided in Appendix Figures #7, #7A, #9, #9A, #10 and #10A. If pipe lengths cannot conform to those indicated in Appendix Figures #7, #7A, #9, #9A, #10 and #10A, [the meter shall be calibrated in place] a meter technology shall be used which does not require minimum straight pipe lengths. The Department shall identify such meter technologies in its list of approved meters. An approved meter strainer is required unless one is included in the meter design or in the case of single-jet or electromagnetic meters, is not required by the meter manufacturer.

(4) Meter settings shall have an inlet valve and outlet valve immediately upstream/downstream of the meter which shall be of a type approved by the Department.

(i) Except for meters two (2) inches or smaller where space constraints prevent any approved meter technology from being installed with an inlet valve, or as noted in §20-05(a)(5), a house control valve shall not be used in lieu of a meter inlet valve.

(ii) [An] A meter outlet valve is not required for fire meters on a dedicated fire service or the fire service branch of a combined service, for a Detector Check Valve Assembly or if the property has approved backflow prevention equipment which includes an outlet valve.

(iii) Where a meter is placed in [an existing] a pit alongside a sewer trap, the meter test tee shall be located outside of the pit in an accessible location.

(5) Connections shall be made by coupling, union, flange union or approved compression fittings and bored for sealing with holes not less than three thirty-seconds ( $\frac{3}{32}$ ) of an inch in diameter. Compression fittings are permitted for three quarter ( $\frac{3}{4}$ ) inch through two (2) inch meters only. Unions, couplings or compression fittings that permit removal of the meter and/or setter without breaking the seal wire are prohibited. All water meter settings of two (2) inches and smaller sizes shall utilize valves and fittings constructed of bronze [conforming to ASTM B-62(85-5-5-5)] with a lead content that shall not exceed 0.250%, or copper alloys of commercially pure copper and bronze mill products. Bolts, studs, nuts, screws and other external fastening devices shall be made of a bronze alloy or stainless steel conforming to AWWA standards, and shall be designed for easy removal following lengthy service. Above-ground, indoor service pipe, including the meter setting and any backflow prevention device shall be Type K or Type L copper, if copper is acceptable for such size service pipe.

(6) *Meter setters & resetters.*

Meter setters and resetters [three quarter inch ( $\frac{3}{4}$ )] five-eighths inch ( $\frac{5}{8}$ ) through two inch (2) shall conform to the following:

(i) Seamless copper tubing having a type "K" wall thickness in accordance with ASTM B-88 specifications shall be used for all prefabricated water meter setters. All bronze parts shall be an alloy with a lead content that shall not exceed 0.250%.

(7) [No galvanized pipe or fittings shall be installed in any meter setting.] Above-ground, indoor service pipe, including the meter setting and any backflow prevention device shall be Type K or Type L copper, if copper is acceptable for that size service pipe.

(8) *Valves.*

All new displacement type water meter settings shall utilize full port ball valves or angle key valves for the inlet and outlet control of the meter. These valves shall be furnished with handles for the manual operation of the valves without the need of a wrench. Turbine and compound meters shall be installed with full port ball valves (through two (2) inch only) or gate type valves.

(11) Any connection to a test tee assembly or to any point ahead of a meter used for billing purposes is strictly forbidden.

(12) Electrical continuity. All settings shall be designed to ensure positive electrical continuity with, or without, the meter being set, via bronze grounding clamps with stainless steel screws and electrical bonding cables (#6 THHN-THWN) which can be confirmed visually, unless a pre-fabricated setter designed for electrical continuity is used or the water service is known not to be used as an electrical ground.

§12. Paragraph (1) of subdivision (j) of Section 20-05 of Title 15 of the Rules of the City of New York is amended, and

a new paragraph (3) is added, to read as follows:

(j) *By-Pass.*

(1) [By-passes] Unmetered by-passes around meters are prohibited except those approved in writing by the Department, such as:

(i) Tunnels where hazardous conditions may exist.

(ii) Selected properties having only one (1) source of supply where any shut-down would endanger public health and safety.

(2) If a by-pass is permitted by the Department, the installation shall conform to Appendix Figure #10 or #10A. The by-pass shall be configured so that the top case and interior meter can be removed for repairs or replacement.

(3) Properties that wish to avoid lengthy shutdowns related to replacement of large meters may install paired meters that can supply the building through one or the other meter on a service pipe.

§13. Paragraph (1) and clause (a) of subparagraph (ii) of paragraph (3) of subdivision (k) of Section 20-05 of Title 15 of the Rules of the City of New York are amended to read as follows:

(1) All meter electrical connections shall be factory sealed to be water proof.

(3) Meter pits for meters less than 3".

(ii) Covers and lids shall be constructed in accordance with the following requirements.

(a) Covers shall be [of cast iron conforming to ASTM A-48 Class 25 and have a protective coating] of polymer concrete, heavy duty plastic, or other composite materials that allow transmission of an AMR signal and meet load requirements set by the department. The department shall publish a list of approved products and materials in its list of approved meters and equipment.

§14. Subdivision (l) of Section 20-05 of Title 15 of the Rules of the City of New York is amended to read as follows:

(l) *Metering condominium and homeowners' association developments.*

(1) An individual water meter to be read by the Department shall be installed for each separately-owned dwelling unit in all new condominium and homeowners' associations structures of three (3) stories or less when each such unit is supplied with hot water and space heat by its own separate domestic hot water heater and space heating system, and not by a common water heater or space heater. If fire protection sprinklers are present they shall be supplied by a separate dedicated service pipe. Any hose bib or irrigation supply shall be connected to one of the unit's metered branches. All remote receptacles or AMR transmitters shall be located in a common location in each structure with each meter clearly labeled as to the unit it supplies.

(2) Condominiums and homeowner's associations that cannot be individually metered as described in §20-05(1)(1) shall have a meter at the point of entry of the water service for the building or buildings.

(3) Each individual unit/meter shall have its own account under the "75XX" joint condominium lot.

§15. Paragraph 1 of subdivision (m) of Section 20-05 of Title 15 of the Rules of the City of New York is amended to read as follows:

(m) *Removal.*

(1) If a meter has been disconnected without securing a permit as per §20-05(b) and §20-05(c), it shall not be reset [until the Department has tested and approved the meter] but shall be replaced with a new meter approved by the Department.

§16. Subdivision (n) of Section 20-05 of Title 15 of the Rules of the City of New York is amended to read as follows:

(n) *Seals.*

A seal placed by the Department for the protection of any meter, valve, fitting or other water connection shall not be tampered with or defaced. The seal shall not be broken except after securing a permit from the Department. Breaking the seal without such a permit shall be a violation, except for emergency repairs as described in §20-01(f). The Department may also remove the meter for testing and resetting or replacement. The customer shall be responsible for safeguarding and protecting the seal and the meter. Application of a seal on a new or replacement meter shall denote approval by the Department.

§17. Paragraphs 1 and 2 of subdivision (p) of Section 20-05 of Title 15 of the Rules of the City of New York are amended to read as follows:

(p) *Protection of meters and settings.*

(1) The property owner shall protect the meter, setting, AMR transmitter, wiring and remote against physical damage, freezing conditions and abuse. The property owner shall be responsible for any break or disconnection of wire within the building. The property owner is responsible for preventing physical deterioration or other conditions of [a] the service pipe which may damage a meter or prevent its maintenance or replacement. In such cases the owner shall be responsible for repairing or replacing equipment, service piping or any other physical barriers, including asbestos insulation, needed to allow maintenance, proper operation or replacement of the meter.

(2) The property owner is prohibited from relocating the remote receptacle or AMR transmitter except upon securing a permit from the Department.

§18. Subdivision (q) of Section 20-05 of Title 15 of the

Rules of the City of New York is amended by adding a new paragraph (9) to read as follows:

(q) *Encoding registers.*

(9) All registers shall be installed with wire to a remote receptacle or AMR transmitter with all three wires properly connected at the register head.

§19. Subparagraph (i) of paragraph (3) of subdivision (r) of section 20-05 of Title 15 of the Rules of the City of New York is amended, and a new paragraph (4) is added, to read as follows:

(r) Remote receptacles and AMR transmitters.

(3) Placement of receptacle.

(i) Location.

Receptacles shall be located on the front or side exterior of the building. The remote receptacle shall be accessible to the meter reader and close to electric and gas meters. Receptacles shall not be installed behind bushes, locked gates, etc. If applicable, remotes shall be set inside storefront security gates. When meters are installed for a two (2) family home, the remotes should be as close together as possible so that both readings can be taken from the same location, preferably on the front of the building. For certain high-rise apartment or office buildings with glass, marble or other similar facades, the remote may be located in a publicly accessible location, such as the building lobby, where it will not require the meter reader to obtain keys or contact building personnel. In the alternative, for buildings with glass, marble or similar facades or with landmark status, the remote may be placed in the electric meter room with a sign, "Water Meters." The location of the remote must be indicated in the permit as returned to the Department.

(4) AMR Transmitter.

The Department will conduct a transition from the use of remote receptacles to the use of radio-based automatic meter reading systems, with information on that transition to be published in the list of approved water meters, detector assemblies, pit meter equipment, meter attachments and meter-associated equipment as required pursuant to §20-05(d)(1). When the Department has begun installing AMR transmitters Citywide, meter installations shall be required to include the approved AMR transmitter, and the use of remote receptacles shall no longer be permitted. AMR radio transmitters for domestic meters shall be mounted on the exterior surface of an exterior building wall above ground level, unless otherwise specified by the Department. AMR radio transmitters for evaporative cooling tower makeup water meters or other meters located on the upper floors of a building shall be mounted on the exterior of the building wall, at a roof parapet or other location to permit effective transmission of the radio signal.

§20. Paragraphs four, five, six, seven, eight and nine of subdivision (a) of Section 20-08 of Title 15 of the Rules of the City of New York are renumbered and amended, and a new paragraph four is added, to read as follows:

(a) *Water use restrictions.*

(4) Shutoffs Required for Drinking Fountains and Recreational Sprinklers. Drinking fountains shall operate only when activated by a user. Recreational sprinklers shall be equipped with a timer to stop flow if the sprinkler is not being used or shall not operate when not in use.

[(4)](5) Restrictions on Serving of Water.

[(5)](6) Watering of Lawns and Gardens.

(i) The use of a hose, automatic sprinkler or other means to water lawns or gardens is prohibited between the hours of 11:00 a.m. and 7:00 p.m. Automatic [sprinkler or] irrigation systems shall include a sensor or control which shall prevent operation during or within 24 hours of substantial rain.

(ii) Between the first day of November and the last day of the following March, the following activities are prohibited using City water: (a) the use of hoses and sprinklers, and (b) the watering of lawns and gardens, except for the watering of non-turf plants with a hand-held container.

(iii) The following activities are prohibited at all times: (a) the use of hoses [without nozzles] which flow at more than five (5) gpm at sixty (60) psi or which, regardless of flow rate, are not equipped with an automatic shutoff mechanism which will turn off the flow of water if a handle or trigger is not actively held or compressed, and (b) the practice of allowing sprinklers to flood sidewalks, gutters and roadways.

[(6)](7) Sidewalks flushing.

The flushing of sidewalks is prohibited between the hours of 11:00 a.m. and 7:00 p.m. In addition, the flushing of sidewalks by means of a hose or piping is prohibited between the first day of November and the last day of the following March. This provision, however, shall not be construed to prohibit the washing of such surfaces, particularly the exterior surface of a building, where such washing is required as part of repairs mandated by the Administrative Code or to protect the health and safety of the public. Any hose used to supply City water for sidewalk cleaning purposes must be equipped with a nozzle which limits flow to no more than five (5) gpm at sixty (60) psi and which is equipped with an automatic shutoff mechanism

which will turn off the flow of water if a handle or trigger is not actively held or compressed.

[(7)(8) Temporary Suspension of Permission to Use City Water for Purposes Listed in [Subsections] paragraphs (5) and (6) and (7). The Commissioner may suspend the authorization granted herein for the flushing of sidewalks and the watering of lawns and gardens. Such a suspension may be implemented without formal notice, through advisories issued via broadcast or print media. Upon the declaration of either a Water Pressure Alert or a Water Pressure Emergency, the use of City water to flush sidewalks and to water lawns or gardens is prohibited until the alert/emergency has ended.

[(8)(9) Car washing. (iii) Any hose used to supply City water for non-commercial car washing purposes must be equipped with a nozzle which limits flow to no more than five (5) gpm at sixty (60) psi and which is equipped with an automatic shutoff mechanism which will turn off the flow of water if a handle or trigger is not actively held or compressed.

§21. Paragraphs one and four of subdivision (b) and paragraph two of subdivision (c) of Section 20-08 of Title 15 of the Rules of the City of New York are amended to read as follows:

(b) Fire hydrant use.

(1) Fire hydrants may be routinely opened only by authorized employees of the Department and/or the Fire Department. All others seeking permission to open a fire hydrant must secure a permit from the Department. Fire Hydrant Use Permits must be displayed at the site where water is being used. Permits for the use of hydrants may not be granted when, in the view of the Department, water from a metered source is available to serve the end use described in the permit application. Permit applicants are required to describe the proposed use in detail and indicate why another alternative (e.g., existing metered source or construction meter) cannot be used. Only approved hydrant wrenches shall be used. Water shall be obtained from the smaller size hydrant nozzle only. Caps and chains are not to be broken and shall be securely replaced after use.

(4) With the exception of hoses used to extinguish fires, any hose connected to a fire hydrant must be equipped with either an approved backflow prevention device or an approved four (4) inch air gap, unless in the Department's opinion, the application does not pose a backflow hazard, such as watering a community garden. Applications which do require an air gap or backflow prevention device include, but are not limited to, demolition dust control, pavement breaking, cutting and sawing, mixing and curing of concrete or mortar, well digging, washing/pumping of manholes, basements or sewers, application of pesticides, herbicides, paints, curing agents or fertilizers, washing down roadway construction, or make-up water. (See Appendix Figure #6).

(c) Installation and maintenance of corporation stops (taps), wet connections, service pipes and curb valves.

(2) Shut-off charges.

Should the Department shut a tap because of a leaking service pipe, non-payment of a bill, denial of access for an inspection or meter replacement or repair, failure to make repairs required for the installation or replacement of a meter, or non-compliance with Department rules, the owner shall pay a shut-off charge in accordance with the Water and Wastewater Rate Schedule of New York City Water Board.

§23. Section 20-09 of Title 15 of the Rules of the City of New York is amended to read as follows:

§20-09 Enforcement.

Any person who is in violation of or fails to comply with any provision, standard or requirement of these Rules or the terms and conditions of any permit issued pursuant to these Rules shall be subject to the issuance of notice(s) of violation and other civil or criminal enforcement action(s) pursuant to the provisions of §24-346 of the Administrative Code of the City of New York, including but not limited to payment of civil penalties and compliance with orders of the Commissioner and/or the Environmental Control Board.

In addition to any civil and criminal enforcement pursuant to §24-346 of the Administrative Code of the City of New York, the Department may refuse to issue permits to any person who is in violation of, or fails to comply with, any provision, standard or requirement of these Rules or the terms and conditions of any permit, in accordance with Section 20-01(c) of these Rules.

§24. The following definitions set forth in section 20-10 of Title 15 of the Rules of the City of New York are amended,

and the following new definitions are added, in alphabetical order, to read as follows:

§20-10 Glossary.

**AMR - Automatic Meter Reading.** The use of radio or telephone-based technology to read water meters.

**BCS.** Bureau of Customer Services.

**Combined service.** A water service which supplies both domestic and fire suppressions end uses and the fire protection requirements exceed the domestic demand and determine the size of the service.

**Completed meter permit.** A meter permit returned to the Department that indicates the meter size, type, serial number, remote identification number, meter and remote receptacle location, and date of installation that has been signed and sealed by the licensed plumber and lists the licensed plumber's business address.

**Day.** Except as otherwise stated, day shall refer to calendar day.

**Department or DEP.** The New York City Department of Environmental Protection.

**Distribution piping.** All piping downstream of the water meter setting.

**Domestic service with sprinkler heads.** A domestic service sized for domestic demands which has been approved by the Department of Buildings to supply a limited number of fire sprinkler heads.

**Internal water main.** A water main constructed by a private entity in private property and not in a mapped street, record street or a street for which an opinion of dedication has been issued. Internal water mains are under the jurisdiction of the Department from the City or private water main up to and including the meter [or first valve within the property].

**Meter set date.** The date the meter is installed.

**Meter setter/resetter.** A shop or factory-fabricated set of piping, valves and an electrical continuity bar installed as a unit designed to hold a water meter of two (2) inches or less in diameter.

**Non-turf plants.** Plants other than a lawn.

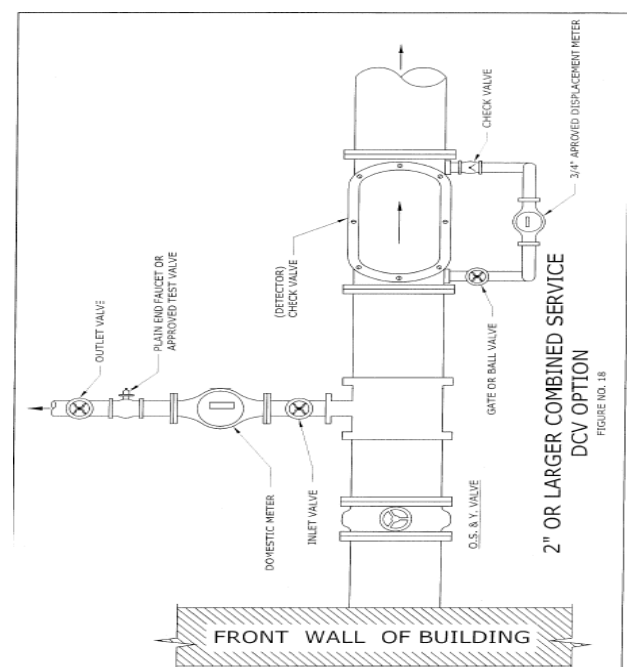
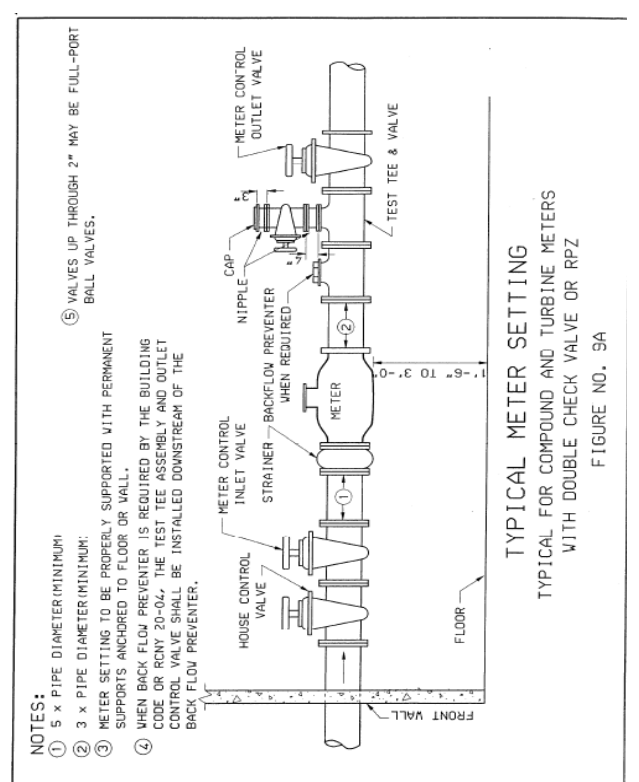
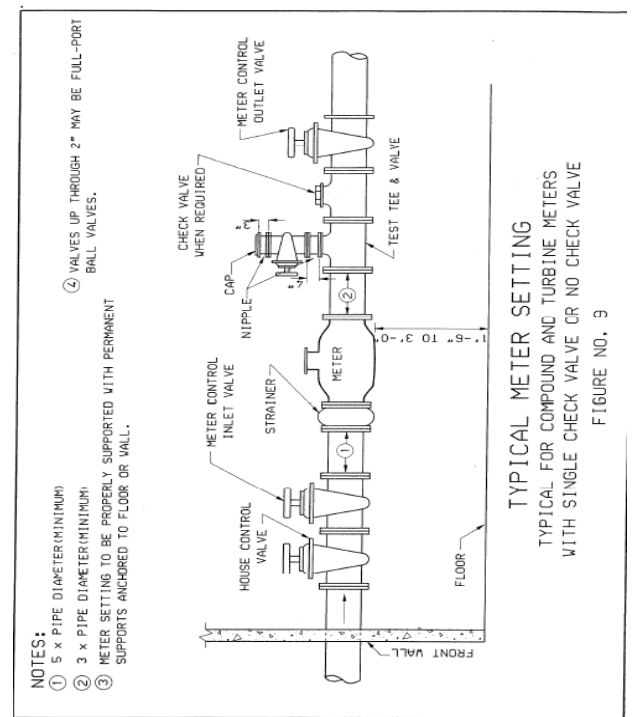
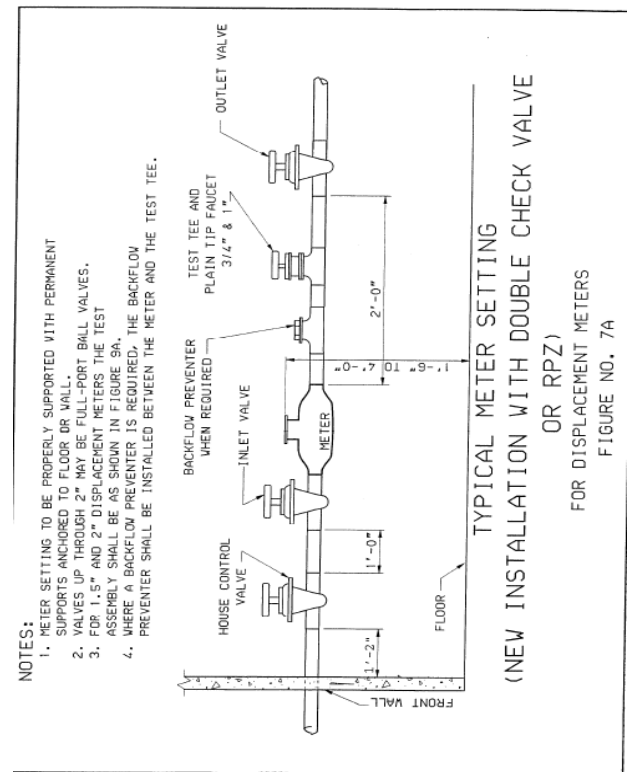
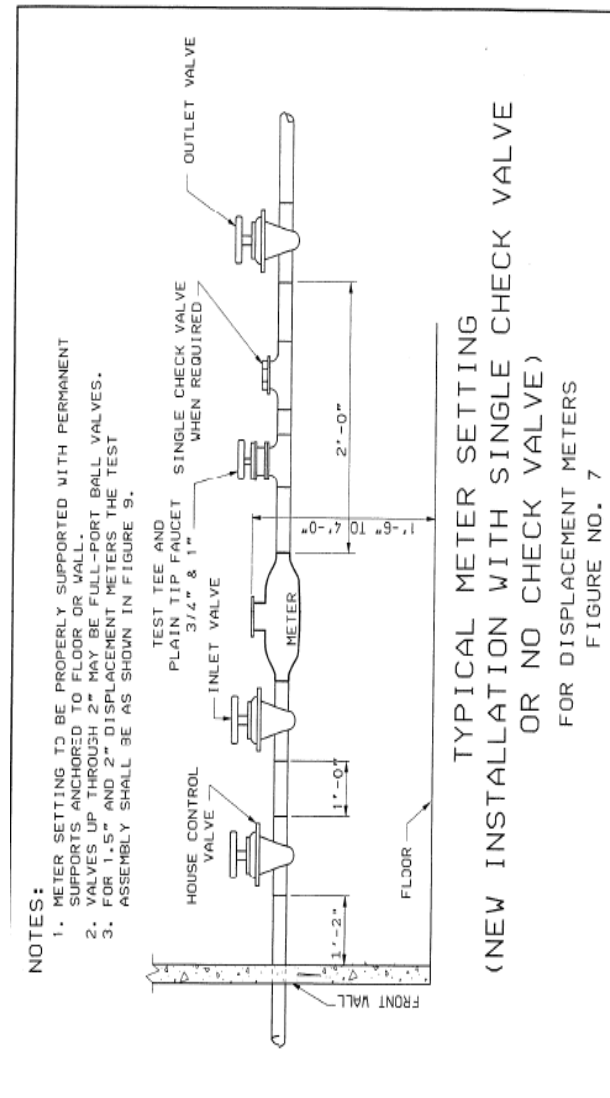
**Sealed Building.** A building with windows and doors which are locked and covered or blocked by concrete block, bricks, sheet metal or other materials intended to prevent access. Windows covered with wooden boards shall not constitute a sealed building.

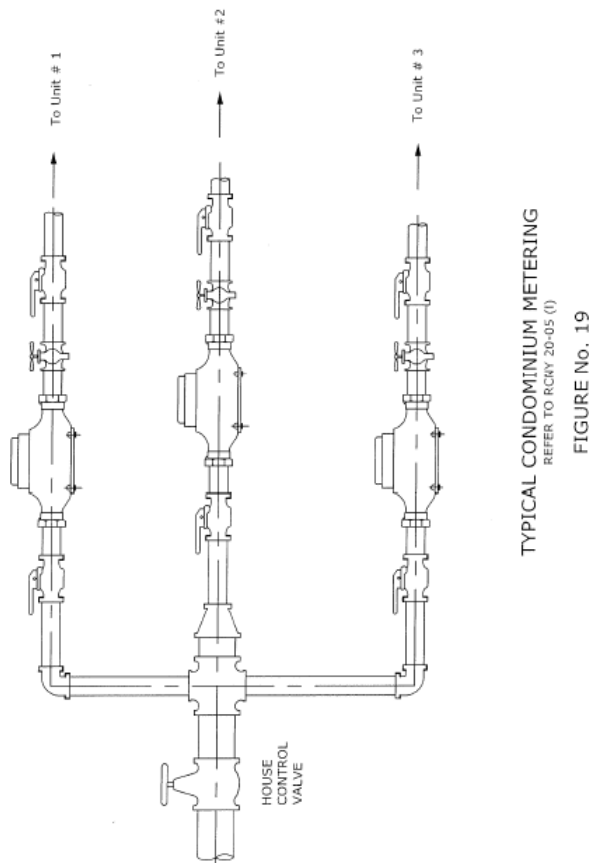
**Service Pipe.** A water supply pipe which connects the customer to a City water main, private water main or internal water main. Service pipes connecting a single customer's premises to a City water main or a private water main are under the jurisdiction of the Department from the City or private water main up to and including the meter set in metered properties, or first valve within the property in unmetered properties.

**UL/FM.** Underwriter's Laboratories/Fireman's Mutual.

**Vacant building.** A building which is not inhabited, or is occupied illegally.

**Water Meter Setting.** The water meter, inlet and outlet isolation valves, test port or test tee and associated piping and fittings.





(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 this 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 CO<sub>2</sub> 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.

## SPECIAL MATERIALS

### CITYWIDE ADMINISTRATIVE SERVICES

#### DIVISION OF MUNICIPAL SUPPLY SERVICES

NOTICE

#### OFFICIAL FUEL PRICE SCHEDULE NO. 6257 FUEL OIL AND KEROSENE

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 5/18/2009
2887105	2.0	#1DULS	MANH SPRAGUE ENERGY CORP	+0.152 GAL.	1.9901 GAL.
2887105	3.0	#1DULS	BRONX SPRAGUE ENERGY CORP	+0.152 GAL.	1.9901 GAL.
2887105	4.0	#1DULS	BROOKLYN SPRAGUE ENERGY CORP	+0.152 GAL.	2.0251 GAL.
2887105	5.0	#1DULS	QUEENS SPRAGUE ENERGY CORP	+0.152 GAL.	2.0251 GAL.
2887105	6.0	#1DULS	S.I. SPRAGUE ENERGY CORP	+0.152 GAL.	2.0901 GAL.
2887105	7.0	#1DULS	P/U SPRAGUE ENERGY CORP	+0.152 GAL.	1.9019 GAL.
2887086	3.0	#1DULSB20	CITY WIDE BY TW	-0.029 GAL.	2.0617 GAL.
2887086	7.0	#1DULSB20	P/U SPRAGUE ENERGY CORP	-0.029 GAL.	1.9920 GAL.
2887086	1.0	#1DULSB5	CITY WIDE BY TW	+0.107 GAL.	1.9465 GAL.
2887086	5.0	#1DULSB5	P/U SPRAGUE ENERGY CORP	+0.107 GAL.	1.8645 GAL.
2887052	1.0	#2	MANH RAPID PETROLEUM	+0.182 GAL.	1.5249 GAL.
2887052	4.0	#2	BRONX RAPID PETROLEUM	+0.182 GAL.	1.5247 GAL.
2887052	7.0	#2	BROOKLYN RAPID PETROLEUM	+0.182 GAL.	1.5143 GAL.
2887052	13.0	#2	S.I. RAPID PETROLEUM	+0.182 GAL.	1.5788 GAL.
2887053	10.0	#2	QUEENS METRO FUEL OIL CORP.	+0.182 GAL.	1.5476 GAL.
2887169	1.0	#2B5	CITY WIDE BY TW	+0.135 GAL.	1.9563 GAL.
2887105	8.0	#2DHS	BARGE M.T.F. 111	+0.182 GAL.	1.8004 GAL.
2887106	9.0	#2DHS	BARGE WI	+0.182 GAL.	1.7118 GAL.
2887301	1.0	#2DLS	BARGE ST. GEORGE	+0.102 GAL.	1.8115 GAL.
2887301	3.0	#2DLS	P/U	+0.102 GAL.	1.6743 GAL.
2887302	4.0	#2DLS	CITY WIDE BY TW	+0.102 GAL.	1.7960 GAL.
2887105	1.0	#2DULS	CITY WIDE BY TW	+0.207 GAL.	1.6701 GAL.
2887105	1.1	#2DULS	P/U	+0.207 GAL.	1.6351 GAL.
2887301	2.0	#2DULS	BARGE ST. GEORGE	+0.207 GAL.	1.7498 GAL.
2887086	4.0	#2DULSB20	CITY WIDE BY TW	+0.015 GAL.	1.8944 GAL.
2887087	8.0	#2DULSB20	P/U	+0.015 GAL.	2.2452 GAL.
2887086	2.0	#2DULSB5	CITY WIDE BY TW	+0.159 GAL.	1.7504 GAL.
2887105	10.0	#2DULSB5	BARGE ST. GEORGE	+0.159 GAL.	2.2857 GAL.
2887159	6.0	#2DULSB5	P/U	+0.159 GAL.	1.7981 GAL.
2887274	7.0	#2DULSDISP	DISPENSED	+0.207 GAL.	1.9970 GAL.
2887052	2.0	#4	MANH RAPID PETROLEUM	+0.213 GAL.	1.4007 GAL.
2887052	5.0	#4	BRONX RAPID PETROLEUM	+0.213 GAL.	1.4041 GAL.
2887052	8.0	#4	BROOKLYN RAPID PETROLEUM	+0.213 GAL.	1.4149 GAL.
2887052	14.0	#4	S.I. RAPID PETROLEUM	+0.213 GAL.	1.4479 GAL.
2887053	11.0	#4	QUEENS METRO FUEL OIL CORP.	+0.213 GAL.	1.4197 GAL.
2887052	3.0	#6	MANH RAPID PETROLEUM	+0.233 GAL.	1.3335 GAL.
2887052	6.0	#6	BRONX RAPID PETROLEUM	+0.233 GAL.	1.3335 GAL.
2887052	9.0	#6	BROOKLYN RAPID PETROLEUM	+0.233 GAL.	1.3485 GAL.
2887052	15.0	#6	S.I. RAPID PETROLEUM	+0.233 GAL.	1.3845 GAL.
2887054	12.0	#6	QUEENS CASTLE OIL CORPORATION	+0.233 GAL.	1.3526 GAL.
2787347	1.0	JETA	FLOYD BENNETT	+0.287 GAL.	2.2525 GAL.

#### OFFICIAL FUEL PRICE SCHEDULE NO. 6258 FUEL OIL, PRIME AND START

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 5/18/2009
2787117	1.0	#2	MANH PACIFIC ENERGY	+0.182 GAL.	1.6042 GAL.
2787117	79.0	#2	BRONX PACIFIC ENERGY	+0.182 GAL.	1.6042 GAL.
2787117	157.0	#2	QNS., BROOKLYN & S.I.	+0.182 GAL.	1.6032 GAL.
2787118	235.0	#4	CITY WIDE BY TW	+0.213 GAL.	1.5928 GAL.
2787118	236.0	#6	CITY WIDE BY TW	+0.233 GAL.	1.5786 GAL.

#### OFFICIAL FUEL PRICE SCHEDULE NO. 6259 FUEL OIL AND REPAIRS

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 5/18/2009
2787112	1.0	#2	MANH SJ FUEL CO. INC.	+0.182 GAL.	1.4822 GAL.
2787113	79.0	#2	BRONX PACIFIC ENERGY	+0.182 GAL.	1.4268 GAL.
2787114	157.0	#2	QNS., BROOKLYN & S.I.	+0.182 GAL.	1.5978 GAL.
2787115	234.0	#4	CITY WIDE BY TW	+0.213 GAL.	1.5488 GAL.

#### OFFICIAL FUEL PRICE SCHEDULE NO. 6260 GASOLINE

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 5/18/2009
2687312	2.0	E85	CITY WIDE BY TW	+0.0562 GAL.	2.1787 GAL.
2787192	7.0	PREM	CITY WIDE BY TW	+0.0490 GAL.	2.0426 GAL.
2887274	6.0	PREM	CITY WIDE BY VEHICLE	+0.0490 GAL.	2.2761 GAL.
2787192	1.0	U.L.	CITY WIDE BY TW	+0.0598 GAL.	1.8405 GAL.
2887274	1.0	U.L.	MANH P/U BY VEHICLE	+0.0598 GAL.	2.2116 GAL.
2887274	2.0	U.L.	BX P/U BY VEHICLE	+0.0598 GAL.	2.1116 GAL.
2887274	3.0	U.L.	BR P/U BY VEHICLE	+0.0598 GAL.	2.1116 GAL.
2887274	4.0	U.L.	SPRAGUE P/U BY VEHICLE	+0.0598 GAL.	2.1116 GAL.
2887274	5.0	U.L.	S.I. P/U BY VEHICLE	+0.0598 GAL.	2.1116 GAL.

### MAYOR'S OFFICE OF ENVIRONMENTAL COORDINATION

NOTICE

#### NOTICE OF AMENDMENT TO THE GREEN BUILDING STANDARDS RULES

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN THE Mayor's Office of Environmental Coordination by section 1043 of the New York City Charter, subdivision i of section 224.1 of the New York City Charter, and Executive Order No. 97 of 2006, and after a duly advertised public hearing held on May 13th, 2009 after first publication in the *City Record* on April 10, 2009, that the Mayor's Office of Environmental Coordination has promulgated the following amendment to the green building standards rules.

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 New Construction and Major Renovations Rating System, LEED 2009 for Commercial Interiors Rating System, LEED 2009 for Schools New Construction and Major Renovations Rating System, LEED 2009 for Core and Shell Development Rating System, and LEED 2009 for Existing Buildings: Operations and Maintenance 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 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

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**COLLECTIVE BARGAINING****NOTICE****NOTICE OF PETITION REQUESTING AN AMENDMENT TO CERTIFICATION**

This is to acknowledge that the New York City Office of Collective Bargaining is in receipt of the Petition Requesting an Amendment to Certification described below:

DATE: May 7, 2009

DOCKET #: AC-50-09

**PETITIONER/EMPLOYER:** New York City Health and Hospital Corporation, 125 Worth Street, New York, NY 10013

**RECEIVED:** Petition Requesting an Amendment to Certification

**AMENDMENT REQUESTED:** Add titles - Clinical Laboratory Technician, Levels I and II (Title Code Nos. 971110 and 971120), and Clinical Laboratory Technologist, Levels I, II, III, IV, and V (Title Codes Nos. 971210, 971220, 971230, 971240, and 971250) - to Certification No. CWR 23/67

**CERTIFIED BARGAINING REPRESENTATIVE:** 144 Division of 1199 National Health and Human Services Employees Union/SEIU, 310 West 43rd Street, New York, NY 10036

**BOARD OF CERTIFICATION**

Karine Spencer  
DIRECTOR OF REPRESENTATION

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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 6/3/09, 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
1	2287	1
2,2A,3,3A,4,4A, & 5	2301	p/o 1, bed of North 10th Street, 50 bed of North 10th Street, 60 bed of North 10th and 70

Acquired in the proceeding, entitled: Bushwick Inlet Phase II 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

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**LABOR RELATIONS****NOTICE****2007-2009 Probation Officers Agreement**

**AGREEMENT** entered into this 30th day of April, 2009 by and between the City of New York (the "Employer"), and the United Probation Officers Association ("Union"), for the twenty months and two day period from December 15, 2007 to December 27, 2009.

**WITNESSETH:**

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

**ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION****Section 1.**

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

TC#	Title
51800	Probation Assistant
51801	Probation Officer Trainee
51810	Probation Officer
51835	Senior Probation Officer*
51860	Supervising Probation Officer

\*For Present Incumbents Only

**Section 2.**

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

**ARTICLE II - DUES CHECKOFF****Section 1.**

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

Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986 entitled "Procedures for Orderly Payroll Checkoff of Union Dues and Agency Shop Fees".

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

**Section 2.**

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

**ARTICLE III - SALARIES****Section 1.**

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

b. For the period December 15, 2007 to December 27, 2009 all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, and any other salary adjustments, are based upon a normal work week of 37-1/2 hours except for Employees newly hired on or after August 1, 2004 whose normal work week is 40 hours. The scheduling of the increased hours shall be a managerial prerogative. In accordance with Article IX, Section 24 of the 1995-2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.

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

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

**Hourly Rate** - 37-1/2 hour week basis - 1/1957.5 of the appropriate minimum basic salary.

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

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

**Section 2.**

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

**a) Effective January 11, 2008**

TITLE	Minimum **		Maximum
	(1)Hiring Rate	(2)Incumbent Rate	
PROBATION ASSISTANT	\$22,452	\$25,820	\$31,640
PROBATION OFFICER	\$37,241	\$42,827	\$62,006
PROBATION OFFICER TRAINEE	\$33,211	\$38,193	\$44,748
SENIOR PROBATION OFFICER*	\$41,499	\$47,724	\$67,606
SUPERVISING PROBATION OFFICER	\$49,679	\$57,131	\$74,196

\* For present incumbents only.

\*\* See Section 4

**b) Effective January 11, 2009**

TITLE	Minimum **		Maximum
	(1)Hiring Rate	(2)Incumbent Rate	
PROBATION ASSISTANT	\$23,350	\$26,853	\$32,906
PROBATION OFFICER	\$38,730	\$44,540	\$64,486
PROBATION OFFICER TRAINEE	\$34,540	\$39,721	\$46,538
SENIOR PROBATION OFFICER*	\$43,159	\$49,633	\$70,310
SUPERVISING PROBATION OFFICER	\$51,666	\$59,416	\$77,164

\* For present incumbents only.

\*\* See Section 4

**Section 3. General Wage Increase**

a. The general increase, effective as indicated, shall be:

i. Effective January 11, 2008, Employees shall receive a general increase of four (4) percent.

ii. Effective January 11, 2009, Employees shall receive a general increase of four (4) percent.

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

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

i. The general increase in Section 3 a.i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on January 10, 2008.

ii. The general increase in Section 3 a.ii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on January 10, 2009.

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

ii. The general increases provided for in this Section 3 a. i. and a. ii. shall NOT be applied to "additions to gross".

**Section 4. New Hires**

a. The following provisions shall apply to Employees newly hired on or after December 15, 2007:

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

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

b. For the purposes of Sections 4 (a) and (c), Employees 1) who were in active pay status before December 15, 2007, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(2) of this Article III:

i. Employees who return to active status from an approved leave of absence.

ii. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.

iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.

iv. Provisional Employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.

v. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.

vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.

vii. A provisional Employee who is appointed directly from one provisional appointment to another.

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

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

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

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

**Section 5.**

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, for the title formerly occupied, effective on the date indicated shall be applied. In the case of an Employee on leave of absence without pay the salary rate of such employee shall be changed to reflect the salary

adjustments specified in Article III.

**Section 6.**

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

**ADVANCEMENT INCREASES**

	<u>Effective</u> <u>12/15/07</u>
Senior Probation Officer *	\$792
Supervising Probation Officer	\$950

\* For present incumbents only.

**Section 7. Service and Salary Increments**

a. For those Probation Officers hired prior to August 1, 2004, a series of salary increments will continue to be given to Probation Officers, with a **satisfactory or better rating on the most recent evaluation**, on the January 1st after the employees second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth years as Probation Officers.

<u>Years as Probation Officer</u>	<u>Increment</u>
After 2nd year	\$2,000
After 3rd year	\$2,000
After 4th year	\$1,000
After 5th year	\$1,000
After 6th year	\$1,000
After 7th year	\$500
After 8th year	\$500
After 9th year	\$500
After 10th year	\$500

b. For those Probation Officers hired on or after August 1, 2004, a series of salary increments will continue to be given to newly hired Probation Officers, with a **satisfactory or better rating on the most recent evaluation**, on the January 1st after the Employee's second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth years as Probation Officers.

<u>Years as Probation Officer</u>	<u>Increment</u>
After 2nd year	\$575
After 3rd year	\$500
After 4th year	\$500
After 5th year	\$500
After 6th year	\$500
After 7th year	\$500
After 8th year	\$500
After 9th year	\$500
After 10th year	\$500

c. A series of salary increments will be given to Supervising Probation Officers, with a satisfactory rating on the most recent evaluation on the January 1st after the Employee's first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth, fourteenth and fifteenth years as a Supervising Probation Officer. Any Employee who was employed as a Supervising Probation Officer as of October 31, 1990 will receive the increment based on years of service as a Probation Officer and a Supervising Probation Officer.

<u>Years of Service as a Supervising Probation Officer</u>	<u>Increment</u>
After 1st year	\$400
After 2nd year	\$500
After 3rd year	\$500
After 4th year	\$500
After 5th year	\$500
After 6th year	\$500
After 7th year	\$500
After 8th year	\$500
After 9th year	\$500
After 10th year	\$500
After 11th year	\$250
After 12th year	\$250
After 13th year	\$250
After 14th year	\$250
After 15th year	\$275

All service increments will be paid on January 1st retroactive to the date they are due under this section.

d. Employees with the following years of service in the New York City Department of Probation in any title covered by this agreement shall receive annual amounts set forth below. Such employees shall begin to receive their pro-rata payments on the January 1 immediately following their anniversary date. The pro-rata payments shall be deemed included in the base rate of all eligible Employees for all purposes.

	<u>Effective</u> <u>12/15/07</u>
Three (3) years of service	\$1,050
Five (5) years of service	\$1,646
an additional	(\$596)
Seven and one-half (7-1/2) years of service #	\$2,689
an additional	(\$1,043)
Ten (10) years of service ##	\$3,435
an additional	(\$746)

# Employee must have seven and one-half (7-1/2) years or more of continuous service in the New York City Department of Probation and the increment shall not be pensionable until the Employee has received it for fifteen (15) months subsequent to the effective date of its initial receipt.

## This service increment shall not be pensionable until the Employee has received it for two (2) years

**e. Longevity Increment**

Effective April 13, 2006, Employees with fifteen (15) or more years of service in the New York City Department of Probation in any title covered by this agreement shall continue to receive a longevity increment in the pro-rata annual amount of two thousand and forty-five (\$2,045.00) dollars. Such Employees shall begin to receive their pro-rata payments on the January immediately following their anniversary date. This longevity increment shall not be pensionable until the Employee has received it for two (2) years.

**f. Longevity Differential**

Effective May 13, 2006, Employees with twelve (12) or more years of service in the New York City Department of Probation in any title covered by this agreement shall receive a longevity differential in the pro-rata annual amount of seven hundred and eight (\$708.00) dollars.

Effective November 13, 2006, Employees with twelve (12) or more years of service in the New York City Department of Probation in any title covered by this agreement shall receive a longevity differential in the pro-rata annual amount of seven hundred and thirty-six (\$736.00) dollars.

Effective April 13, 2006, Employees with twenty (20) or more years of service in the New York City Department of Probation in any title covered by this agreement shall continue to receive a longevity differential in the pro-rata annual amount of three hundred and twenty five (\$325.00) dollars. This longevity differential does not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the Employee has received it for two (2) years.

**ARTICLE IV - WELFARE FUND**

**Section 1.**

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

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

c. Contributions remitted to the Union pursuant to this Section 1 and Article XIII of the Citywide Agreement are contingent upon the execution of a separate trusted fund agreement between the Employer and the Union.

**Section 2.**

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

**Section 3.**

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

**ARTICLE V - PRODUCTIVITY AND PERFORMANCE**

**Introduction**

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

**Section 1. Performance Levels**

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

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

**Section 2. Supervisory Responsibility**

a. The Union recognizes the Employer's right under

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

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

**Section 3. Performance Compensation**

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

**ARTICLE VI - GRIEVANCE PROCEDURE**

**Section 1.**

DEFINITION: The term "Grievance" shall mean:

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

**Section 2.**

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

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

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

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

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

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

**STEP IV** An appeal from an unsatisfactory determination at

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

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

### Section 3.

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

### Section 4.

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

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

### Section 5.

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

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

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

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

**STEP B(ii)** If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A above, shall be made to the agency head or designated representative. The

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

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

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

### Section 6.

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

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

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

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

**STEP C** If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative; failure to file such appeal within the prescribed time limit shall proscribe the Employee and/or the Union from proceeding to this Step C. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) days.

### Section 7.

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

### Section 8.

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

### Section 9.

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

### Section 10.

The Employer shall notify the Union in writing of all

grievances filed by Employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

### Section 11.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

### Section 12.

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

### Section 13. Expedited Arbitration Procedure

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

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

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

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

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in Section 12 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

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

#### i. CONDUCT OF HEARINGS:

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

### ARTICLE VII - UNION REPRESENTATION

When the agency decides to have an orientation program for newly hired Probation Officers, the Union shall be permitted to designate one of its representatives to discuss Union rights and benefits, including welfare fund provisions.

### ARTICLE VIII - BULLETIN BOARDS: EMPLOYER FACILITIES

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

**ARTICLE IX - NO STRIKES**

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

**ARTICLE X - CITYWIDE ISSUES**

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

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

**ARTICLE XI - UNION ACTIVITY**

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

**ARTICLE XII - LABOR-MANAGEMENT COMMITTEE**

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

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

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

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

**ARTICLE XIII - 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 XIV - APPENDICES**

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

**ARTICLE XV - SAVINGS CLAUSE**

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

**ARTICLE XVI - CONTRACTING -OUT CLAUSE**

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

WHEREFORE, we have hereunto set our hands and seals this 30th day of April, 2009.

CITY OF NEW YORK AND RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN

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

BY: /s/ DOMINIC COLUCCIO  
President

APPROVED AS TO FORM:

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

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: \_\_\_\_\_

UNIT: PROBATION OFFICERS  
TERM: December 15, 2007 to December 27, 2009

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

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

Dominic Coluccio  
President  
United Probation Officers Association  
375 West Broadway – Room 300  
New York, NY 10012

RE: 2007-2009 Probation Officers Agreement

Dear Mr. Coluccio:

This is to confirm our mutual agreement and understanding that requests for transfers within the Department of Probation shall be considered in the following manner:

Any employee in the bargaining unit serving in a permanent position may request a transfer within title to another location by making a written application to the Agency's Director of Personnel.

It is agreed and understood that the Department of Probation reserves the right to make transfer decisions based on the needs and efficient operation of the Department.

The terms of this letter of understanding are not subject to the grievance procedure.

Sincerely,

/s/  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF UPOA**

BY: /s/ DOMINIC COLUCCIO

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

Dominic Coluccio, President  
United Probation Officers Association  
375 West Broadway, Room 300  
New York, NY 10012

Re: Gainsharing Agreement

Dear Mr. Coluccio:

This confirms the mutual understanding and agreement of the parties regarding the sharing of savings generated through restructuring which the UPOA and the City agreed to in the Department of Probation's Adult Supervision Program ("Gainsharing Agreement").

Effective August 1, 2004, the parties agree to the following:

- The parties hereby agree that the January 28, 1993 Gainsharing Agreement (as periodically updated) is hereby discontinued and superseded by this permanent agreement.
  - This Agreement supersedes all previous Agreements between the parties regarding compensation to employees as a result of the previous Gainsharing Agreement.
  - All employees newly hired in the Probation Officer title series on, or after August 1, 2004 shall not be included in any Gainsharing compensation provided herein.
  - The parties hereby agree that the amounts payable to present incumbent employees under the Gainsharing Agreement shall not increase by future collective bargaining increases.
  - The following amounts shall be paid or payable only to incumbents who are serving in the Probation Officer title series as of August 1, 2004:
- | Length of Service     | Per Annum Amount |
|-----------------------|------------------|
| Five or more years    | \$1,325          |
| Ten or more years     | \$2,095          |
| Fifteen or more years | \$2,620          |
- The above amounts will be pensionable, but they shall not be included in the employees' base salaries for any other purposes.
  - The standard work week for all employees in the Probation Officer title series hired on or after August 1, 2004 shall be increased to 40 hours, without any increase in compensation.

Kindly indicate your acceptance by affixing your signature in the space provided below.

Very truly yours,

/s/  
JAMES HANLEY

**AGREED AND ACCEPTED ON BEHALF OF UPOA**

By: /s/ DOMINIC COLUCCIO  
President

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

Dominic Coluccio, President  
United Probation Officers Association  
375 West Broadway, Room 300  
New York, NY 10012

Re: 2007-2009 UPOA Agreement

Dear Mr. Coluccio:

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

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

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

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

Very truly yours,

/s/  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF UPOA**

BY: /s/ Dominic Coluccio

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

Dominic Coluccio, President  
United Probation Officers Association  
375 West Broadway, Room 300  
New York, NY 10012

Re: 2007-2009 UPOA Agreement

Dear Mr. Coluccio:

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

Effective December 27, 2009, the parties agree that the monies available in Section 3 of the 2007-2009 UPOA MOA shall be fully used for an increase in the welfare fund contribution to the union in the amount of \$83.00 per annum on behalf of each full-time active member and retiree.

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

Very truly yours,

/s/  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF UPOA**

BY: /s/ Dominic Coluccio

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

Dominic Coluccio, President  
United Probation Officers Association  
375 West Broadway, Room 300  
New York, NY 10012

Re: 2007-2009 UPOA Agreement

Dear Mr. Coluccio:

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

Effective July 11, 2008, there shall be a one-time lump sum cash payment to the welfare fund in the amount of \$200.00 on behalf of each full-time active member and retiree who is receiving benefits on July 11, 2008.

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

Very truly yours,

/s/  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF UPOA**

BY: /s/ Dominic Coluccio

Staff Analysts, et al.  
August 25, 2008 – August 24, 2010

AGREEMENT entered into this 30th day of April, 2009, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective

authorizations to the City to bargain on their behalf and the New York City Health & Hospitals Corporation (hereinafter referred to jointly as "the Employer"), and the Organization of Staff Analysts (hereinafter referred to as "the Union"), for the twenty-four month period from August 25, 2008 through August 24, 2010.

**WITNESSETH:**

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

NOW, THEREFORE, it is mutually agreed as follows:

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

**Section 1.**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for covered positions in the bargaining unit in the below-listed titles, as defined in Board of Certification Decision No. 3-88, dated May 19, 1988, as amended, or as otherwise agreed to by the parties, consisting of employees of the Employer, wherever employed whether full-time or part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed titles:

Title Code No.	Title
1002A	Administrative Staff Analyst (Non-Managerial) @
10064	Administrative Test and Measurement Specialist ^
06601	Analyst (Campaign Finance Board) - Levels II and III **
039660	Assistant Planning-Scheduling Analyst #
039270	Assistant Systems Analyst*
12627, 126270	Associate Staff Analyst
06244	Management Analyst (DCAS/Personnel) - Levels I and II
06752	NYCAPS Process Analyst - Levels I & II ^^
004810, 83032	Planner: Production Control and Scheduling (EMS Motor Transport)****
039670	Planning-Scheduling Analyst ###
60945	Program Research Analyst
000320, 000330,	Senior Health Care Program Planner/Analyst - Levels A and B *****
83052	
12652	Senior Management Consultant (HMH) Levels I & II ^^^
983710,	Senior Management Consultant (Business Organization and Methods) 983720 Level I and Level II ^^^
039680	Senior Planning-Scheduling Analyst*****
039290, 12648	Senior Systems Analyst *
12749	Staff Analyst Trainee - Step 1 and Step 2
12626, 126260,	Staff Analyst - Levels I and II
126460	
91350	Supervising Superintendent of Maintenance - Levels I and II @@@
000680	Supervising Systems Analyst @@
12650	Supervising Systems Analyst (HMH)
039280, 12647	Systems Analyst *
961810	Systems Project Leader (EDP)^^^^
12700	Test and Measurement Intern - Levels I and II ##
12704	Test and Measurement Specialist - Levels I, II, and III
12616	Training Development Specialist Trainee - Step 1 and Step 2
12618	Training Development Specialist - Levels I and II
984710, 984720	Training and Development Associate - Levels A and B ***
*	added to Certification No. 3-88 (as amended) by OCB Decision No. 12-94, dated 12/13/94.
**	added to Certification No. 3-88 (as amended) by OCB Decision No. 1-95, dated 1/17/95.
***	added to Certification No. 3-88 (as amended) by OCB Decision No. 2-95, dated 2/9/95.
****	added to Certification No. 3-88 (as amended) by OCB Decision No. 3-95, dated 2/9/95.
*****	added to Certification No. 3-88 (as amended) by OCB Decision No. 26-95, dated 12/19/95.
#	added to Certification No. 3-88 (as amended) by OCB Decision No. 3-97, dated 3/25/97.
##	added to Certification No. 3-88 (as amended) by OCB Decision No. 14-96, dated 5/21/96.
###	added to Certification No. 3-88 (as amended) by OCB Decision No. 7-97, dated 11/10/97.
@	added to Certification No. 3-88 (as amended) by OCB Decision No. 1-2001, dated 1/9/2001.
@@	added to Certification No. 3-88 (as amended) by OCB Decision No. 2-2000, dated 6/29/2000.
@@@	added to Certification No. 3-88 (as amended) by OCB Decision No. 2-2002, dated 6/6/2002.
^	added to Certification No. 3-88 (as amended) by OCB Decision No. 4-2006, dated 5/24/2006.
^^	added to Certification No. 3-88 (as amended) by OCB Decision No. 1-2007, dated 1/5/2007.
^^^	added to Certification No. 3-88 (as amended) by OCB Decision No. 1-2006, dated 3/24/2006
^^^^	added to Certification No. 3-88 (as amended) by OCB Decision No. 8-2006, dated 10/31/2006

**Section 2.**

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

**ARTICLE II - DUES CHECKOFF**

**Section 1.**

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

Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

**Section 2.**

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

**ARTICLE III - SALARIES**

**Section 1.**

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

**b.** Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995 - 2001 Citywide Agreement, Employees who work on a full-time per diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as full-time, per-annum employees. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

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

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

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

**Section 2.**

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

TITLE	a. EFFECTIVE 8/25/08			b. EFFECTIVE 8/25/09		
	Hiring Rate	Min.	Max.	Hiring Rate	Min.	Max.
Admin. Staff Analyst (Non-Mgrl)	N/A	\$54,747	\$85,239	N/A	\$56,937	\$88,649
Admin. Test & Measurement Spec.	\$47,773	\$51,618	\$116,042	\$49,684	\$53,683	\$120,684
Analyst (CFB)						
Level II	\$28,245	\$32,482	\$69,554	\$29,375	\$33,781	\$72,336
Level III	\$44,658	\$51,357	\$94,465	\$46,444	\$53,411	\$98,244
Assistant Planning-Scheduling Analyst###	N/A	\$30,695	\$56,840	N/A	\$31,923	\$59,114
Assistant Systems Analyst ###	\$26,691	\$30,695	\$56,840	\$27,759	\$31,923	\$59,114
Associate Staff Analyst	\$57,246	\$65,833	\$85,239	\$59,536	\$68,466	\$88,649
Management Analyst (DCAS/Personnel)						
Level I	\$43,603	\$50,143	\$66,510	\$45,347	\$52,149	\$69,170
Level II	\$54,885	\$63,118	\$81,492	\$57,081	\$65,643	\$84,752
NYCAPS Process Analyst						
Level I	\$61,334	\$66,144	\$88,192	\$63,787	\$68,790	\$91,720
Level II	\$80,704	\$87,031	\$116,042	\$83,932	\$90,512	\$120,684
Planner; Production Control & Scheduling (EMS Motor Transport)	\$28,885	\$33,218	\$61,004	\$30,041	\$34,547	\$63,444
Planning-Scheduling Analyst ###	N/A	\$33,218	\$61,004	N/A	\$34,547	\$63,444
Program Research Analyst	\$50,290	\$57,833	\$73,913	\$52,301	\$60,146	\$76,870
Sr. Health Care Program Planner Analyst ###						
Level A	N/A	\$45,909	\$91,194	N/A	\$47,745	\$94,842
Level B	N/A	\$50,577	\$97,889	N/A	\$52,600	\$101,805
Sr. Management Consultant						
Level I	\$47,319	\$51,028	\$103,931	\$49,212	\$53,069	\$108,088
Level II	\$52,129	\$56,216	\$111,557	\$54,214	\$58,465	\$116,019
Sr. Management Consultant (HMH)***						
Level I	\$47,319	\$51,028	\$103,931	\$49,212	\$53,069	\$108,088
Level II	\$52,129	\$56,216	\$111,557	\$54,214	\$58,465	\$116,019
TITLE	Hiring	Incumbent	Maximum	Hiring	Incumbent	Maximum
Sr. Planning-Scheduling Analyst ###	N/A	\$42,797	\$78,436	N/A	\$44,509	\$81,573
Sr. Systems Analyst ###	\$31,950	\$36,742	\$68,631	\$33,228	\$38,212	\$71,376
Staff Analyst						
Level I	\$43,614	\$50,156	\$59,379	\$45,358	\$52,162	\$61,754
Level II	\$50,644	\$58,241	\$64,864	\$52,670	\$60,571	\$67,459
Staff Analyst Trainee*						

Step 1	\$34,171	\$39,297	\$41,651	\$35,538	\$40,869	\$43,317
Step 2	\$36,903	\$42,439	\$47,155	\$38,380	\$44,137	\$49,041
Supervising Supt. of Maintenance						
Level I	N/A	\$59,468	\$63,669	N/A	\$61,847	\$66,216
Level II	N/A	\$62,708	\$68,362	N/A	\$65,216	\$71,096
Supervising Systems Analyst	N/A	\$44,982	N/A	N/A	\$46,781	N/A
Sup. Systems Analyst (HMH)	N/A	\$44,982	N/A	N/A	\$46,781	N/A
Systems Analyst ###	\$28,885	\$33,218	\$61,004	\$30,041	\$34,547	\$63,444
Systems Project Leader (EDP)###	\$44,991	\$48,519	\$91,176	\$46,791	\$50,460	\$94,823
Tests & Measurement Intern						
Level I	\$35,603	\$40,943	Flat Rate	\$37,027	\$42,581	Flat Rate
Level II	\$39,944	\$45,936	Flat Rate	\$41,542	\$47,773	Flat Rate
Tests & Measurement Specialist ###						
Level I	\$43,614	\$50,156	\$64,864	\$45,358	\$52,162	\$67,459
Level II	\$50,430	\$57,995	\$75,051	\$52,448	\$60,315	\$78,053
Level III	\$57,246	\$65,833	\$85,239	\$59,536	\$68,466	\$88,649
Training & Development Associate ###						
Level A	\$31,950	\$36,742	\$68,631	\$33,228	\$38,212	\$71,376
Level B	\$33,703	\$38,759	\$71,394	\$35,051	\$40,309	\$74,250
Training & Development Specialist @						
Level I	\$43,614	\$50,156	\$64,864	\$45,358	\$52,162	\$67,459
Level II	\$57,246	\$65,833	\$85,239	\$59,536	\$68,466	\$88,649
Training & Development Spec. Trainee*						
Step 1	\$34,171	\$39,297	\$41,651	\$35,538	\$40,869	\$43,317
Step 2	\$36,903	\$42,439	\$47,155	\$38,380	\$44,137	\$49,041

- Note:**
- @ To be deleted when vacant
  - \* Upon completion of one year of satisfactory service employees shall move to the next salary step.
  - \*\*\* For present incumbents only
  - ### Each appointment to this position above the hiring rate will be handled on a case by case basis.

**Section 3. General Wage Increase**

- The general increase, effective as indicated, shall be:
  - Effective August 25, 2008, Employees shall receive a general increase of 4 percent.
  - Effective August 25, 2009, employees shall receive a general increase of 4 percent.
  - Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3.a. on the basis of computations heretofore utilized by the parties for all such Employees.
- The increases provided for in Section 3a above shall be calculated as follows:
  - The general increase in Section 3.a.i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect August 24, 2008.
  - The general increase in Section 3.a.ii shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect August 24, 2009.
- The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels and steps) if any, fixed for the applicable titles.
  - The general increases provided for in this Section 3 shall not be applied to the following "additions to gross": uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

**Section 4. New Hires**

- The appointment rate for an employee newly hired on or after August 25, 2008 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a) and 2(b). On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsection 2(a) and 2(b) of this Article III.
- For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.
  - Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- For the purposes of Sections 4(a) and 4(b),

employees 1) who were in active pay status before August 25, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a), and 2(b) of this Article III:

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

#### Section 5.

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

#### Section 6.

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

#### Section 7. Advancement Increase

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

Title	
Administrative Staff Analyst (Non-Mgrl.)	\$1,208
Associate Staff Analyst	\$1,782
Systems Analyst	\$977
Senior Systems Analyst	\$977
Senior Health Care Program Planner/Analyst - Level A and Level B*	\$977

\* This Advancement Increase does not apply to employees who go from Level A to Level B

#### Section 8. Longevity Increment

- a.
  - i. Employees in the below listed titles with ten (10) years or more of "City" service in pay status shall continue to receive a longevity increment of one thousand two hundred ninety-four dollars (\$1,294) per annum. Effective August 24, 2008, eligible employees will receive an additional longevity increment of \$516 per annum, for a total longevity payment of one thousand eight hundred ten dollars (\$1,810).
  - ii. Employees in the below listed titles with fifteen (15) years or more of "City" service in pay status shall continue to receive a longevity increment of \$1,294 per annum. Effective August 24, 2008 eligible employees will receive an additional longevity increment of \$516 per annum, plus the ten (10) year longevity increment (\$1,810) for a total longevity payment of three thousand six hundred twenty dollars (\$3,620) per annum.

Associate Staff Analyst  
 Management Analyst (DCAS/Personnel) – Levels I and II  
 Program Research Analyst  
 Staff Analyst Levels - I and II

Staff Analyst Trainee  
 Tests and Measurement Specialist – Levels I, II, and III  
 Training Development Specialist – Levels I and II  
 Training Development Specialist Trainee  
 Assistant Systems Analyst  
 Planner: Production Control and Scheduling (EMS Motor Transport) Systems Analyst  
 Senior Systems Analyst  
 Training and Development Associate - Levels A and B  
 Analyst (Campaign Finance Board) - Levels II and III  
 Assistant Planning-Scheduling Analyst  
 Planning-Scheduling Analyst  
 Senior Health Care Program Planner Analyst - Levels A and B  
 Senior Planning-Scheduling Analyst  
 Tests and Measurement Intern - Levels I and II

- b. Employees in titles listed below with ten (10) years or more of "City" service in pay status shall receive a longevity increment of \$281 per annum. Effective August 24, 2008 eligible employees with ten (10) years or more of "City" service in pay status shall receive an additional increment of \$516 for a total of seven hundred ninety-seven dollars (\$797) per annum. Eligible employees with fifteen (15) years or more of "City" service shall continue to receive a longevity increment of \$281 per annum in addition to the \$281 per annum longevity increment for ten (10) years of service, for a total longevity payment of five hundred sixty-two dollars (\$562). Effective August 24, 2008, eligible employees with fifteen (15) years or more of "City" service in pay status shall receive an additional increment of \$516 per annum plus the ten (10) year longevity increment of \$797 for a total longevity payment of one thousand five hundred ninety four dollars (\$1594) per annum.

Administrative Staff Analyst (Non-Managerial)  
 Supervising Systems Analyst  
 Supervising Superintendent of Maintenance – Levels I and II

- c. An employee incumbent in the title Administrative Staff Analyst (Non-Managerial) on the date of the Board of Certification Decision (1-01) with fifteen (15) years or more of "City" service in pay status, including managerial service, shall be eligible to receive an additional longevity increment of \$500 per annum in addition to the longevity increments set forth in Section 8 b of this Article III. However, a covered employee entering the title on or after the date of the Board of Certification Decision shall not be eligible.

- d.
  - i. Effective August 24, 2008 employees in titles listed below with ten (10) years or more of "City" service in pay status shall receive a longevity increment of \$516 per annum.
  - ii. Effective August 24, 2008 eligible employees with fifteen (15) years of "City" service shall receive an increment of \$516 plus the ten (10) year longevity increment of \$516 for a total longevity payment of one thousand thirty two dollars (\$1,032).

NYCAPS Process Analyst – Levels I and II  
 Senior Management Consultant - Levels I and II  
 Systems Project Leader  
 Administrative Tests and Measurement Specialist

- e. The rules for eligibility for the longevity increment(s) described in subsections 8 (a), (b), (c), and (d) above are set forth in Appendix A to this Agreement and are incorporated by reference herein.
- f. The provisions of Section 3(c)ii. of this Agreement shall not apply to the 10 and 15 year longevity increments set forth in this Section 8., except as provided in Appendix A.

#### Section 9. Service Increment

- a. Effective August 24, 2008, all eligible Employees covered by this Agreement, except for those in titles listed in Section 8 (d) above, with twenty (20) years or more of "City" service in pay status shall receive a service increment of \$1680. Employees in titles listed in Section 8 (d) above shall receive a service increment of \$520.
- b. The rules for eligibility for this service increment described above are set forth in Appendix C of the Agreement and are incorporated by reference herein.

#### Section 10. Merit Increases

In circumstances where an agency chooses to grant non-managerial merit increases it shall follow with respect to unit employees the criteria set forth in Appendix B to this Agreement. However, the decision of whether or not an agency will grant merit increases to non-managerial employees in an agency is solely a managerial prerogative.

#### Section 11. Education Training Fund

- a. Pursuant to the provisions of a separate agreement between the City and the Organization of Staff Analysts, a Training Fund contribution at the rate of twenty-five dollars (\$25) per annum shall continue to be made to the Organization of Staff Analysts on behalf of each full-time per annum employee in the below-listed titles:

Associate Staff Analyst  
 Management Analyst (DCAS/Personnel) – Levels I and II  
 Program Research Analyst  
 Staff Analyst – Levels I and II  
 Staff Analyst Trainee – Steps 1 and 2  
 Tests and Measurement Specialist - Levels I, II, and III  
 Training Development Specialist – Levels I and II  
 Training Development Specialist Trainee – Steps 1 and 2

- b. In addition, effective June 1, 1999, pursuant to the provisions of a separate agreement between the City and the Organization of Staff Analysts, a Training Fund contribution at the rate of twenty-five dollars (\$25) per annum shall be made to the Organization of Staff Analysts on behalf of each full-time per annum employee in the below-listed titles:

Analyst (Campaign Finance Board) - Levels II and III

Assistant Systems Analyst  
 Assistant Planning-Scheduling Analyst  
 Planning-Scheduling Analyst  
 Planner: Production Control and Scheduling (EMS Motor Transport)  
 Senior Systems Analyst  
 Senior Health Care Program Planner/Analyst - Levels A and B  
 Senior Planning-Scheduling Analyst  
 Systems Analyst  
 Tests and Measurement Intern - Level I and II  
 Training and Development Associate - Level A and B

### ARTICLE IV - WELFARE FUND

#### Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1. b., of the 1995-2001 Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section 1. b., of the 1995-2001 Citywide Agreement, as amended or any successor(s) thereto, shall apply to employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1. b., of the 1995-2001 Citywide Agreement, as amended or any successor(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.
- c. Contributions remitted to the Union pursuant to this Section 1 and Article XIII of the Citywide Agreement are contingent upon a signed separate trusted fund agreement between the Employer and the Union.

#### Section 2.

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

#### Section 3.

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

### ARTICLE V - PRODUCTIVITY AND PERFORMANCE

#### Introduction

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

#### Section 1. Performance Levels

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

#### Section 2. Supervisory Responsibility

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

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

#### Section 3. Performance Compensation

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

### ARTICLE VI - GRIEVANCE PROCEDURE

#### Section 1. Definition

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of

the City of New York or the Personnel Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;

- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by Section 7:5 of the Personnel Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against a provisional employee who has served continuously for two years in the same or similar title or related occupational group in the same agency.
- h. A claimed wrongful disciplinary action taken against a non-competitive employee as defined in Section 10 of this Article VI.

#### Section 2.

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

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1.c., no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged outofitle work.

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

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

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

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

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

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

appeals from STEP II determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

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

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

#### Section 3.

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

#### Section 4.

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

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

#### Section 5. Disciplinary Procedure for Permanent Competitive Employees

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

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

If the employee is satisfied with the determination in STEP A above, the employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or Section 7:5 of the Personnel Rules and Regulations of the Health and Hospitals Corporation. As a condition of accepting such determination, the employee shall sign a waiver of the employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law or Section 7:5 of the Personnel Rules and Regulations of the Health and Hospitals Corporation.

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

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

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

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

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

#### Section 6. Disciplinary Procedure for Provisional Employees

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

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

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

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

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

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

#### Section 7.

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

#### Section 8.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at STEP III of the Grievance Procedure; or if a

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

#### **Section 9.**

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

#### **Section 10.**

Grievances related to a claimed wrongful disciplinary action taken against a non-competitive employee shall be subject to and governed by the following special procedure: The provisions contained in this section shall not apply to any of the following categories of employees covered by this contract:

- a. Employees covered by Section 75(1) of the Civil Service Law or by Section 7:5 of the Personnel Rules and Regulations of the Health and Hospitals Corporation
- b. Per diem employees
- c. Temporary employees
- d. Probationary employees
- e. Trainees and provisional employees
- f. Non-competitive employees with less than one (1) year of service in the title
- g. Competitive class employees

Step I (n) - Following the service of written charges upon an employee, a conference shall be held with respect to such charges by a person who is designated by the agency head or Appointing Officer to review such charges. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head or Appointing Officer to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

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

#### **Section 11.**

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

#### **Section 12.**

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

#### **Section 13.**

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

#### **Section 14.**

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

#### **Section 15. Expedited Arbitration Procedure**

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not be limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
  - i. SELECTION AND SCHEDULING OF CASES:
    - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 15 and notify the parties of proposed hearing dates for such cases.
    - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
    - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any

time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

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

#### ii. CONDUCT OF HEARINGS

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

### ARTICLE VII - TRANSFERS

#### **Section 1.**

a. Mayoral agencies shall maintain a Transfer and Reassignment Request File. Qualified employees wishing to transfer within an agency shall submit a written request identifying the position to which they seek to transfer. Employees shall receive receipts for voluntary transfer requests on a form prepared by the Union and approved by the City.

b. Prior to filling vacant positions through promotion, appointment or reassignment, the agency shall consult its Transfer and Reassignment Request File and give due consideration for transfer or reassignment to all qualified applicants, including consideration of their seniority, whose requests are contained in the File. To the extent practicable, the agency agrees that workers to be involuntarily transferred shall receive five (5) days advance notice.

c. Notwithstanding any other provisions, the agency may limit the number of voluntary transfers for any employee to no more than one in any twelve (12) month period.

d. The reporting date of an employee selected for voluntary transfer shall not be unreasonably delayed.

#### **Section 2.**

The following personnel actions are not considered transfers:

- a. Initial assignment of newly appointed employees after an initial period of training.
- b. Reassignment of employees returning from unpaid leave of more than twenty-three (23) days.

### ARTICLE VIII - CAREER DEVELOPMENT

A joint Career Development Committee composed of representatives of the Office of Management and Budget, the Office of Labor Relations, the Department of Citywide Administrative Services, the Health and Hospitals Corporation and the Union shall be established. The Committee shall meet to study problems related to career development and training, the issue of posting procedures for assignment level vacancies, and discussion of notification to employees of assignment to a higher level position. These issues can be discussed in the Labor Management Committee provided in Article XIII.

### ARTICLE IX - BULLETIN BOARDS: EMPLOYER FACILITIES

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

### ARTICLE X - NO STRIKES

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

### ARTICLE XI - CITYWIDE ISSUES

#### **Section 1.**

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be

negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement. Employees in Rule X titles shall receive the benefits of the Citywide Agreement unless otherwise specifically excluded herein.

#### **Section 2.**

- a. Pursuant to Article V, Section 23, of the 1985-87 Citywide Agreement the City has applied for a variation of Article V, Section 19.b.
- b. Such application shall state that employees covered by the Agreement shall receive annual leave allowances as specified below and shall not be subject to Article V, Section 19.b. of the 1985-87 Citywide Agreement.
  - i. Effective July 1, 1991, an employee covered by this Agreement who, immediately prior to being appointed to a title or position covered by this Agreement, was not a City employee and/or was not covered by the Citywide Agreement, or was a City employee with a break in service of more than 31 days, shall accrue annual leave as follows:
 

Beginning of the first year - 18 days per annum  
Beginning of the fourth year - 19 days per annum  
Beginning of the fifth year - 20 days per annum  
Beginning of the eighth year - 25 days per annum  
Beginning of the fifteenth year - 27 days per annum
  - ii. Effective July 1, 2004, an employee newly hired pursuant to Article III, Section 4 of this 2008-2010 Staff Analysts Agreement shall accrue annual leave as follows:
 

Beginning of the first year - 17 days per annum  
Beginning of the second year - 18 days per annum  
Beginning of the sixth year - 19 days per annum  
Beginning of the ninth year - 20 days per annum  
Beginning of the tenth year - 21 days per annum  
Beginning of the eleventh year - 22 days per annum  
Beginning of the twelfth year - 23 days per annum  
Beginning of the fifteenth year - 25 days per annum  
Beginning of the seventeenth year - 27 days per annum
  - iii. However, an employee covered by this Agreement who, immediately prior to being appointed to a title or position covered by the Citywide Agreement, and who's previous title was covered by the Citywide Agreement, shall accrue annual leave pursuant to Section 2.c.(i) as applicable or at the prior rate, whichever is greater.
  - v. Subsections 2.c.(i) and (ii) above shall not apply to employees in positions covered by the prior Agreement on or before February 28, 1989 or employees who are determined to be covered by this Agreement and who immediately prior to such determination were in an original jurisdiction title not covered by collective bargaining.
  - v. An employee in one of the "HHC titles" referenced in Paragraph 9 of the Supplemental Agreement who was incumbent prior to the date of the respective certification to Group 12 and whose annual leave accrual rate is currently greater than that which is provided for in Article XI, Section 2.c.(i) shall be considered "grandfathered-in" for the purposes of annual leave accrual. However, any person upon entering one of the "HHC titles" referenced in Paragraph 9 of the Supplemental Agreement on or after the date of the respective certification to Group 12 shall accrue annual leave in accordance with the schedule set forth in Section 2.c.(i) irrespective of any other provision of Article XI, Section 2.
  - vi. An employee in any other HHC title currently listed in Article I, Section 1 of this collective bargaining Agreement shall not be considered "grandfathered-in" for the purposes of annual leave accrual.

### ARTICLE XII - UNION ACTIVITY

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

### ARTICLE XIII - LABOR-MANAGEMENT COMMITTEE

#### **Section 1.**

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

#### **Section 2.**

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

#### **Section 3.**

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



meeting. The chairpersonship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

**Section 4.**

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

**ARTICLE XIV - 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 XV - APPENDICES**

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

**ARTICLE XVI - SAVINGS CLAUSE**

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

**ARTICLE XVII - CONTRACTING-OUT CLAUSE**

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

WHEREFORE, we have hereunto set our hands and seals this 30th day of April, 2009,

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

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

BY: /s/ ROBERT CROGHAN  
Chairperson

NEW YORK CITY HEALTH AND  
HOSPITALS CORPORATION

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

APPROVED AS TO FORM: APPROVED AS TO FORM:

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

BY: /s/ LEONARD A. SHRIER  
OSA General Counsel

SUBMITTED TO THE  
FINANCIAL CONTROL BOARD:

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

UNIT: STAFF ANALYSTS  
TERM: August 25, 2008 to August 24, 2010

**Appendix A  
Longevity Increment Eligibility Rules**

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 8, of the 2008-2010 Staff Analysts, et al. agreement:

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

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

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

**Appendix B  
Guideline on Merit Increases for SubManagerial Employees**

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

1. An increase in duties within a title ordinarily shall not be considered the basis for a merit adjustment. If the increase in duties is significant, the position should be reevaluated to a higher level.
2. Only one merit adjustment or provisional promotion can be granted to an employee within any twelvemonth period.
3. Merit adjustment must be limited to employees with above-average ratings on their annual performance evaluations. A copy of the performance evaluation must be submitted to the Department of Personnel and the Mayor's Office with the Monthly Planned Action Report.
4. Merit adjustment can be made up to a maximum of 7% of the employee's base salary. In no case can the merit adjustments increase the employee's salary beyond the maximum established for the title and/or level.
5. The following shall be criteria for the granting of merit increases:
  - a. outstanding productivity in the work assigned;
  - b. outstanding performance in the work assigned;
  - c. outstanding initiative and resourcefulness;
6. The following shall be the procedure for the granting of merit increases:  
The agency head shall notify the Union in writing of the name of those selected to receive merit increases prior to approval by the Mayor or his authorized representative. It is expressly understood that such notification to the union shall in no way interfere with the processing and implementation of the merit increases already proposed.

**Appendix C  
Service Increment Eligibility Rules**

The following rules shall govern the eligibility of employees for the service increment provided for in Article III, Section 9, of the 2008-2010 Staff Analysts, et al. agreement:

1. Only service in pay status shall be used to calculate the 20 years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 20 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 20 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 20 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above.
  - a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization.
  - b. time prior to reinstatement.
  - c. time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
  - d. time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections a, b, and c above shall not be used to calculate the 20 years of service.
4. Once an employee has completed the 20 years of "City" service in pay status and is eligible to receive the service increment, the increment shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
5. The service increment shall not become pensionable until two years after the employee becomes eligible

to receive such increment.

6. If an employee is promoted to a title which is not entitled to a service increment effective on the date of promotion, the employees' annual salary is determined by using one of the two methods, whichever is greater:
  - i.) Annual salary on the date promotion is effective (including the service increment) plus the guaranteed advancement increase (if any), OR
  - ii.) The minimum salary for the new title.
7. An employee becomes eligible for payment at the beginning of the quarter immediately following the appropriate anniversary date (January 1, April 1, July 1, October 1). There is no pro-ration or retroactive payment for the time between the actual anniversary date and the beginning of the quarter.

**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*

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

Dear Mr. Croghan:

This is to confirm our mutual understanding regarding the applicability of Article III, Section 7 of the 2008-2010 Staff Analysts Agreement, "Advancement Increase", to the title Administrative Staff Analyst.

If the incumbent is being promoted to the title Administrative Staff Analyst, and is currently receiving a higher salary than the incumbent minimum salary for Administrative Staff Analyst, that person would receive his/her current salary plus the Advancement Increase listed in Article III, Section 7 for the title Administrative Staff Analyst.

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

Very truly yours,

/s/  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
ORGANIZATION OF STAFF ANALYSTS**

BY: /s/  
ROBERT CROGHAN  
CHAIRPERSON

**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*

\_\_\_\_\_, 2009

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

Dear Mr. Croghan:

Re: **2008-2010 STAFF ANALYSTS AGREEMENT**

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

Effective on August 24, 2010, the bargaining unit shall have available funds not to exceed 0.10% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Article III, Section 3 A.a.i. and 3 A.a.ii, or the hiring rate for new employees as set forth in Section 4.

The funds available shall be based on the Dec 31, 2007 payroll, including spinoffs and pensions.

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

Very truly yours,

/s/  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
ORGANIZATION OF STAFF ANALYSTS**

BY: /s/  
ROBERT CROGHAN  
CHAIRPERSON

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

which was previously agreed to concerning the above referenced issue is passed for another similarly situated collective bargaining unit, and the substantially similar legislation does not include the members of OSA, the parties agree to jointly support similar legislation that would cover employees in OSA.

Rate Consultant to the Board, which sets forth the unit cost of water supply for facilities north of the City for the fiscal year beginning July 1, 2009.

\_\_\_\_\_, 2009

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

Specifically, it is proposed that the following rate changes become effective as of July 1, 2009:

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

Very truly yours,
/s/
JAMES F. HANLEY

The regulated rate for water supply provided to users outside the City that is within the allowance quantities set forth in Section 24-360 of the Administrative Code of the City of New York, will be increased from \$900.31 per million gallons ("MG") to an amount not to exceed \$922.23 per MG.

Re: 2008-2010 Staff Analysts Agreement

Dear Mr. Croghan:

Accepted and Agreed
For the Organization of Staff Analysts:

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

/s/
ROBERT CROGHAN
CHAIRPERSON

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

The rate for water supply provided to users outside the City that is in excess of the allowance quantities set forth in Section 24-360 of the Administrative Code of the City of New York will be continued at a level equal to the in-City metered rate which, as of July 1, 2008, has been increased from \$3,088.24 to \$3,486.62 per MG.

Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties. Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

Therefore, in accordance with Section 1045-j(3) of the Public Authorities Law, a public hearing will be held as follows:

Tuesday, June 16, 2009, at 1:00 P.M., in the 2nd Floor Training Room of the New York City Department of Environmental Protection's Bureau of Water Supply Sutton Park Office, located at 465 Columbus Avenue, Valhalla, New York 10595.

In the event that legislation substantially similar to that

Interested parties who wish to obtain copies of the Rate Consultant's report concerning the cost of supplying water to upstate customers or who wish to give comments to the Board should contact Kevin Kunkle, New York City Water Board, One Lefrak City, 59-17 Junction Boulevard, 8th Floor, Flushing, New York 11373-5108, telephone (718) 595-3601, e-mail: kkunkle@dep.nyc.gov.

CHANGES IN PERSONNEL

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. DEPT. OF HOMELESS SERVICES FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. DEPARTMENT OF CORRECTION FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. PUBLIC ADVOCATE FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. CITY COUNCIL FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. CITY CLERK FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. DEPARTMENT FOR THE AGING FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. FINANCIAL INFO SVCS AGENCY FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. DEPARTMENT OF JUVENILE JUSTICE FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. INDEPENDENT BUDGET OFFICE FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. EQUAL EMPLOY PRACTICES COMM FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. LANDMARKS PRESERVATION COMM FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. TAXI & LIMOUSINE COMMISSION FOR PERIOD ENDING 05/01/09.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. TAXI & LIMOUSINE COMMISSION FOR PERIOD ENDING 05/01/09.



## READER'S GUIDE

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

### NOTICE TO ALL NEW YORK CITY CONTRACTORS

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

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

### CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION RELATED SERVICES

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

### VENDOR ENROLLMENT APPLICATION

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

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

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

### Attention Existing Suppliers:

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

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

### SELLING TO GOVERNMENT TRAINING WORKSHOP

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

### PRE-QUALIFIED LIST

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

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

### NON-MAYORAL ENTITIES

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

### PUBLIC ACCESS CENTER

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

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

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

### PROMPT PAYMENT

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

### PROCUREMENT POLICY BOARD RULES

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

### COMMON ABBREVIATIONS USED IN THE CR

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

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

### KEY TO METHODS OF SOURCE SELECTION

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

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

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

### HOW TO READ CR PROCUREMENT NOTICES

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

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

## SAMPLE NOTICE:

### POLICE

#### DEPARTMENT OF YOUTH SERVICES

#### ■ SOLICITATIONS

*Services (Other Than Human Services)*

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

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

☛ m27-30

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

### NUMBERED NOTES

**Numbered Notes are Footnotes.** If a Numbered Note is referenced in a notice, the note so referenced must be read as part of the notice. **1.** All bid deposits must be by company certified check or money order made payable to Agency or Company.