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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

ART COMMISSION

MEETING

The Art Commission Public Meeting will be held on **Monday, May 19th, beginning at 11:30 A.M.** in City Hall. All times are subject to change. Please refer to the Art Commission website at www.nyc.gov/artcommission or call the Commission at 212-788-3071 to confirm presentation times.*

Public Meeting

11:30 a.m. Consent Items

- 23133: Conversion of Building 74 into a dry cleaning facility, Phase I, Brooklyn Navy Yard Industrial Park, 63 Flushing Avenue, Brooklyn. (Preliminary) (CC 33, CB 2) BNYDC
- 23126: Rehabilitation of the Windsor Park Community Library, including the installation of a book drop and standard signage, 79-50 Bell Boulevard, Queens. (Preliminary) (CC 23, CB 11) QL
- 23134: Expansion of the Rochdale Village Community Library, 169-09 137th Avenue, Queens. (Preliminary) (CC 28, CB 12) DDC/QL
- 23135: Installation of *Shapes* by Allan McCollum, Elmhurst Community Library, 86-01 Broadway, Queens. (Conceptual) (CC 25, CB 4) DCuA%/DDC/QL
- 23136: Installation of *Sentinel Lanterns* by Julian LaVerdiere, north facade, Engine Company 277, 582 Knickerbocker Avenue, Brooklyn. (CC 4, CB 37) (Final) DCuA%/DDC/FDNY
- 23137: Installation of an artwork by Richard Artschwager, Riverside Health Center, 160 West 100th Street, Manhattan. (Preliminary) (CC 8, CB 7) DCuA%/DDC
- 23138: Reconstruction of EMS Station 27, 243 East 233rd Street, Bronx. (Preliminary) (CC 11, CB 12) DDC
- 23139: Construction of Greenpoint EMS Station, 338 Metropolitan Avenue, Brooklyn. (Final) (CC 34, CB 1) DDC
- 23140: Reconstruction of a cooler building, DeBragga & Spitzer Meat Market, Gansevoort Market, 565 West Street, Manhattan. (Final) (CC 3, CB 2) EDC
- 23141: Construction of a portion of the esplanade as Phase I,

East River Waterfront, Wall Street to Maiden Lane, Manhattan. (Final) (CC 1 & 2, CB 1 & 3) DCP/EDC/SBS

- 23142: Installation of streetscape improvements, including the reconstruction of Albee Square, Fulton Mall, Fulton Street from Adams Street to Flatbush Avenue, Brooklyn. (Final) (CC 33, CB 2) EDC/DOT
- 23143: Installation of a distinctive sidewalk, barriers and bollards, Columbus Circle subway station, One Central Park West and Broadway Mall between West 60th Street and Columbus Circle, Manhattan. (Preliminary) (CC 6, CB 7) DOT/NYCT
- 23144: Installation of a prototypical bicycle shelter, Columbus Circle, One Central Park West at the intersection of Broadway and Central Park West, Manhattan. (Preliminary) (CC 6, CB 7) DOT
- 23145: Installation of a prototypical bicycle shelter, northeast corner of East 33rd Street and Park Avenue, Manhattan. (Preliminary and Final) (CC 2, CB 5) DOT
- 23146: Installation of a prototypical bicycle shelter, southeast corner of East 23rd Street and Sixth Avenue, Manhattan. (Preliminary and Final) (CC 3, CB 5) DOT
- 23147: Repainting of the Belt (Shore) Parkway Bridge over Nostrand Avenue, Brooklyn. (Preliminary and Final) (CC 48, CB 15) DOT/DPR
- 23148: Repainting of the Cross Bay Boulevard Bridge over the Belt (Shore) Parkway, Queens. (Preliminary and Final) (CC 32, CB 10) DOT/DPR
- 23149: Construction of North Shore esplanade and bikeway, including the reconstruction of Pier 5A, Murray Hulbert Avenue between Hannah Street and Victory Boulevard, Staten Island. (Preliminary) (CC 1, CB 1) EDC/DPR/DOT
- 23150: Construction of a parking garage, Site B, East 164th Street, River Avenue, East Jerome Avenue, Yankee Stadium, Bronx. (Final) (CC 17, CB 4) EDC/DPR
- 23151: Construction of a parking garage, Site C, Jerome Avenue, East 161st Street, Macombs Dam Bridge approach, Macombs Dam Bridge off-ramp, Bronx. (Final) (CC 17, CB 4) EDC/DPR
- 23152: Reconstruction of the Columbus Avenue promenade, Lincoln Center for the Performing Arts, 70 Lincoln Center Plaza, Manhattan. (Preliminary and Final) (CC 6, CB 7) DCuA/DPR
- 23153: Reconstruction of Charlton Garden, Phase II, East 164th Street, Teasdale Place, Boston Road and Cauldwell Avenue, Bronx. (Preliminary) (CC 16, CB 3) DPR
- 23154: Installation of streetscape improvements, Rutgers Slip between South Street and Cherry Street, Manhattan. (Preliminary) (CC 1, CB 1) DPR

- 23155: Installation of streetscape improvements, Montgomery Slip between South Street and Madison Street, Manhattan. (Preliminary) (CC 2, CB 3) DPR
- 23156: Conservation of *Harlem Hybrid* (1976) by Richard Hunt, Roosevelt Square, Morningside Avenue and 125th Street, Manhattan. (Preliminary) (CC 7, CB 9) DPR
- 23157: Construction of a comfort station and adjacent site work, Clove Lakes Park, Clove Road, Forest Avenue, Slosson Avenue, Victory Boulevard, Staten Island. (Final) (CC 49, CB 501) DPR
- 23158: Construction of a comfort station, Washington Market Park, Chambers Street, Greenwich Street, Duane Street and West Street, Manhattan. (Final) (CC 1, CB 301) DPR
- 23159: Reconstruction of Bushwick Playground, Putnam Avenue, Knickerbocker Avenue, Woodbine Street and Irving Avenue, Brooklyn. (Final) (CC 37, CB 4) DPR

*Any person requiring reasonable accommodation to participate in the hearing should call or write the Commission no later than three business days prior to the meeting.

Art Commission, City Hall, Third Floor
New York, New York 10007
Tel: 212-788-3071, Fax: 212-788-3086

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CITY COUNCIL

NOTICE

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

The Subcommittee on Zoning and Franchises will hold a public hearing on the following matters in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 9:30 A.M. on Tuesday, May 20, 2008:

SPORTS PLUS CAFÉ, INC.

BRONX CB - 9 20075306 TCX
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition for Sports Plus Café, Inc., to continue to maintain and operate an unenclosed sidewalk café located at 1161 Castle Hill Avenue.

VILLAGE DEN RESTAURANT

MANHATTAN CB - 2 20085221 TCM
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Twelfth Street Corp., d/b/a as Village Den Restaurant, to continue to maintain and operate an unenclosed sidewalk café located at 225 West 12th Street.

The Subcommittee on Landmarks, Public Siting and Maritime Uses will hold a public hearing on the following matters in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 11:00 A.M. on Tuesday, May 20, 2008:

P.S. 163-BROOKLYN

BROOKLYN CB - 11 20085211 SKC
Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, 665-seat primary/intermediate school facility to be located at 109 Bay 14th Street (Tax Block 6399, Tax Lot 26 in portion), Community School District No. 20.

BATTERY PARK CITY P/I SCHOOL

MANHATTAN CB - 1 20085305 SCM
Application pursuant to Section 1732 of the New York School

Construction Authority Act, concerning the proposed site selection for a new, 950-seat primary/intermediate school facility to be generally located on the eastside of Battery Place between First Place and Second Place in the Battery Park City section of Manhattan (Block 16, Lot 40), Community School District No. 2.

P.S. 48-QUEENS

QUEENS CB - 12 20085164 SCQ

Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, 650-seat primary/intermediate school facility to be generally located on the southeast corner of 155th Street and 108th Avenue in the Jamaica section of Queens (Block 10144, Lot 42 in portion), Community School District No. 28.

30TH STREET PIER LEASE

BROOKLYN CB - 7 20085592 PNK

Application pursuant to §1301(2)(f) and (g) of the New York City Charter concerning the proposed maritime lease at the South Brooklyn Marine Terminal between the Department of Small Business Services and Sims Municipal Recycling of New York LLC.

The Subcommittee on Planning, Dispositions and Concessions will hold a public hearing on the following matters in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 1:00 P.M. on Tuesday, May 20, 2008:

Proposals subject to Council review and action pursuant to the Urban Development Action Area Act, Article 16 of the New York General Municipal Law, at the request of the Department of Housing Preservation and Development ("HPD"), which requests that the Council:

- 1. Find that the present status of the listed areas tends to impair or arrest the sound growth and development of the municipality and that the proposed Urban Development Action Area Projects are consistent with the policy and purposes of Section 691 of the General Municipal Law;
2. Waive the area designation requirement of Section 693 of the General Municipal Law pursuant to said Section;
3. Waive the requirements of Sections 197-c and 197-d of the New York City Charter pursuant to Section 694 of the General Municipal Law;
4. Approve the projects as Urban Development Action Area Projects pursuant to Section 694 of the General Municipal Law; and
5. Approve an exemption of the projects from real property taxes pursuant to Section 696 of the General Municipal Law for 20085534 HAK, 20085535 HAK and 20085536 HAK.

Table with columns: NON-ULURP NO., ADDRESS, BLOCK/LOT, BORO, COMMUNITY PROGRAM BOARD. Contains multiple rows of zoning application data.

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CITY PLANNING COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT RESOLUTIONS Have been adopted by the City Planning Commission scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street, New York, New York, on Wednesday, May 21, 2008, commencing at 10:00 A.M.

BOROUGH OF BROOKLYN No. 1 MADISON/PUTNAM HOUSING

CD 3 C 080278 HAK

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
a) the designation of property located at 924

and 928 Madison Street (Block 1484, Lots 6 and 8); and 1023, 1013, 1007, 1052, and 1054 Putnam Avenue (Block 1484, Lots 35, 41, and 43; and Block 1486, Lots 15 and 16), as an Urban Development Action Area; and

- b) an Urban Development Action Area Project for such area; and

- 2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer selected by HPD;

to facilitate development of seven residential buildings, tentatively known as Madison/Putnam, with approximately 48 units, to be developed under the Housing Preservation and Development's Cornerstone Program.

BOROUGH OF MANHATTAN No. 2 WEST END AVENUE PARKING GARAGE

CD 7 C 080153 ZSM

IN THE MATTER OF an application submitted by Extell Development Company pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 13-561 of the Zoning Resolution to allow an attended accessory parking garage with a maximum capacity of 20 spaces on a portion of the ground floor, cellar and sub-cellar of a proposed residential building on property located at 531-539 West End Avenue (Block 1247, Lots 33, 34, 35, 36, 37 & 135), in an R10A 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.

No. 3 & 4 610 LEXINGTON AVENUE No. 3

CD 4-8 N 080177 ZRM

IN THE MATTER OF an application submitted by Park Avenue Hotel Acquisition, LLC, and 375 Park Avenue L.P., pursuant to Section 201 of the New York City Charter for an amendment of the Zoning Resolution of the City of New York concerning Article VIII, Chapter 1, Special Midtown District, concerning Section 81-212 (Special provisions for transfer of development rights from landmark sites), Community District #5, Borough of Manhattan.

Matter underlined is new, to be added; Matter within # # is defined in Section 12-10; Matter in ~~strikeout~~ is text to be deleted; *** indicates where unchanged text appears in the zoning resolution

Article VIII: Special Purpose Districts Chapter 1: Special Midtown District

81-212 Special provisions for transfer of development rights from landmark sites

The provisions of Section 74-79 (Transfer of Development Rights for Landmark Sites) shall apply in the #Special Midtown District# subject to the modification set forth in this Section and Sections 81-254, 81-266 and 81-277 pertaining to special permits for height and setback modifications, Section 81-747 (Transfer of development rights from landmark theaters) and Section 81-85 (Transfer of development rights from landmark sites within the Special Fifth Avenue Subdistrict).

The provisions of Section 74-79 pertaining to the meaning of the term "adjacent lot" in the case of lots located in C5-3, C5-5, C6-6, C6-7 or C6-9 Districts are modified to apply in the #Special Midtown District# where the "adjacent lot" is in a C5-3, C6-6, C6-7, C6-5.5, C6-6.5 or C6-7T District. The provisions of paragraph (c) of Section 74-792 as applied in the #Special Midtown District# shall be subject to the restrictions set forth in the table in Section 81-211 on the development rights (FAR) of a landmark "granting lot" for transfer purposes.

Wherever there is an inconsistency between any provision in Section 74-79 and the table in Section 81-211, the table in Section 81-211 shall apply.

Within the Grand Central Subdistrict, any transfer of development rights from a landmark site may be made pursuant to either Section 74-79 or Section 81-63, but not both.

For new #developments# or #enlargements# in C5-3, C6-6, C6-7 and C6-7T Districts, the Commission may also modify or waive the requirements of Section 23-86 (Minimum Distance Between Legally Required Windows and Walls or Lot Lines) and requirements governing the minimum dimensions of a court, where: the required minimum distance as set forth in Section 23-86 is provided between the #legally required windows# in the new #development# or #enlargement# and a wall or #lot line# on the #zoning lot# occupied by the landmark; and the required minimum distance is protected by a light and air easement acceptable to the Department of City Planning and recorded in the County Clerk's office of the county in which such tracts of land are located. For new #developments# or #enlargements#, on #zoning lots# located in C5-3, C6-6, C6-7 and C6-7T Districts and with frontage on streets on which curb cuts are restricted pursuant to Section 81-44, the Commission may also modify or waive the number of loading berths required pursuant to Section 36-62 (Required Accessory Loading Berths). In granting such special permit, the Commission shall find that: (a) a loading berth permitted by City Planning Commission authorization pursuant to Section 81-44 would have an

adverse impact on the landmark #building or other structure# that is the subject of the special permit; (b) because of existing #buildings# on the #zoning lot#, there is no other feasible location for the required loading berths; and (c) the modification or waiver will not create or contribute to serious traffic congestion or unduly inhibit vehicular and pedestrian movement. For new #developments# or #enlargements#, on #zoning lots# located in C5-3, C6-6, C6-7 and C6-7T Districts, the Commission may also modify the dimensions and minimum clear height required for pedestrian circulation space pursuant to Section 81-45 (Pedestrian Circulation Space) and 37-50 (Requirements for Pedestrian Circulation Space). In granting such special permit, the Commission shall find that the modification will result in a distribution of #bulk# and arrangement of #uses# on the #zoning lot# that relate more harmoniously with the landmark #building or other structure# that is the subject of the special permit.

No. 4

CD 5 C 080178 ZSM

IN THE MATTER OF an application submitted by Park Avenue Hotel Acquisition, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to the following sections of the Zoning Resolution:

- 1. Sections 81-212* and 74-79 - to allow the transfer of 200,965 square feet of floor area from property located at 375 Park Avenue (Block 1307, Lots 1 and 9001) that is occupied by a landmark building to property located at 610 Lexington Avenue (Block 1307, Lots 14 and 59), to modify the requirements of Section 23-851 (Minimum Dimension of Inner Courts), Section 23-861 (Minimum Distance Between Legally Required Windows and Walls or Lot Lines/General Provision), Section 36-62 (Required Accessory Off-Street Loading Berths), and Section 81-45 (Pedestrian Circulation Space) and Section 37-07 (Requirements for Pedestrian Circulation Space); and
2. Section 81-277 - to modify the height and setback requirements of Section 81-27 (Alternative Height and Setback Regulations - Daylight Evaluation)

to facilitate the development of a 63-story mixed use building on property located at 610 Lexington Avenue (Block 1307, Lots 14 and 59), in a C6-6 District, within the Special Midtown District.

* Note: A zoning text change is proposed under a concurrent related application (N 080177 ZRM) for amendment to Sections 81-212 (Special provisions for transfer of development rights from landmark sites). Plans for this proposal are on file with the City Planning Commission and may be seen at 22 Reade Street, Room 3N, New York, N.Y. 10007.

SPECIAL HUDSON YARDS, CLINTON & MIDTOWN TEXT AMENDMENTS No. 5

CD 4 N 080184 ZRM

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, concerning Article IX, Chapter 3 (Special Hudson Yards District), concerning Article IX, Chapter 6 (Special Clinton District), and concerning Article VIII, Chapter 1 (Special Midtown District)

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 VIII - Special Purpose Districts

Chapter 1 Special Midtown District

81-741 General provisions

- (d) Additional floor area bonuses

All #developments# located on the west side of Eighth Avenue between 42nd and 45th Streets within the Theater Subdistrict may receive an increase in #floor area# pursuant to Section 96-21 (Floor Area Increase) 96-22 (Special Regulations for Eighth Avenue Perimeter Area) for those #developments# complying with the provisions of Section 23-90 (INCLUSIONARY HOUSING).

Article IX - Special Purpose Districts

Chapter 3 Special Hudson Yards District

93-05 Applicability of District Regulations

93-054 Applicability of Chapter 4 of Article VII

93-055 Modification of use and bulk regulations for zoning lots bounding Hudson Boulevard Park

Where the #lot line# of a #zoning lot# coincides with the boundary of the #public parks# located between West 35th Street, Hudson Boulevard East, West 33rd Street and Eleventh Avenue, such #lot line# shall be considered to be the #street line# of Hudson Boulevard West for the purposes

of applying all use# and bulk# regulations of this Resolution.

Where the lot line# of a zoning lot# coincides with the boundary of the public park# located between West 39th Street, Tenth Avenue, West 38th Street and Eleventh Avenue, such lot line# shall be considered to be the street line# of Hudson Boulevard East and West, as applicable, for the purposes of applying all use# and bulk# regulations of this Resolution.

93-14 Retail Continuity Along Designated Streets

Map 2 (Mandatory Ground Floor Retail) in Appendix A of this Chapter specifies locations where the special ground floor use# and transparency requirements of this Section apply. Such regulations shall apply along either 100 percent or 50 percent of the building's street# frontage, as indicated on Map 2.

Uses# located on the ground floor level or within five feet of curb level#, and within 50 feet of the street line# shall be limited to commercial uses# permitted by the underlying zoning district, but not including uses# listed in Use Groups 6B, 6E, 7C, 7D, 8C, 8D, 9B, 10B, 11 or 12D. A building's street# frontage shall be allocated exclusively to such uses#, except for lobby space, entryways or entrances to subway stations. In no event shall the length of street# frontage occupied by lobby space or entryways exceed, in total, 40 feet or 25 percent of the building's total street# frontage, whichever is less, except that the width of a lobby need not be less than 20 feet.

For any new development# or enlargement# on such designated retail streets#, each ground floor street wall# shall be glazed with materials which may include show windows, glazed transoms or glazed portions of doors. Such glazed area shall occupy at least 70 percent of the area of each such ground floor street wall#, measured to a height of 10 feet above the level of the adjoining sidewalk or public access area. Not less than 50 percent of such area shall be glazed with transparent materials and up to 20 percent of such area may be glazed with translucent materials. For developments# or enlargements# fronting upon Hudson Boulevard that are adjacent to existing buildings# located within the Hudson Boulevard street# bed or public park#, glazing shall not be required. However, the Hudson Boulevard street wall# of such new development# or enlargement# shall be designed in a manner that will enable the glazing requirements of this section to be met upon demolition of the buildings# within the street# bed or public park#.

The provisions of this Section shall not apply along the northern street# frontage of West 35th through West 39th Streets within 100 feet of Eleventh Avenue, as shown on Map 2. However, any zoning lot# fronting on such streets# and partially within 100 feet of Eleventh Avenue may, as an alternative, apply the provisions of this Section to the entire West 35th, West 36th, West 37th, West 38th or West 39th Street frontage of the zoning lot#.

93-20 FLOOR AREA REGULATIONS

93-223 Maximum floor area ratio in Hell's Kitchen Subdistrict D

(a) Subareas D1 and D2

In Subareas D1 and D2 of Hell's Kitchen Subdistrict D, the basic maximum floor area ratios# of non-residential buildings# are set forth in Row A in the table in Section 93-22 and may be increased to the amount specified in Row C pursuant to Section 93-31 (District Improvement Fund Bonus) or through the transfer of floor area# from the Phase 2 Hudson Boulevard and Park# as set forth in Section 93-32. The basic maximum floor area ratios# of any building# containing residences# are set forth in Row B.

The floor area ratio# of any building# containing residences# may be increased from 6.5 pursuant to Section 93-31 (District Improvement Fund Bonus) or through the transfer of floor area# from the Phase 2 Hudson Boulevard and Park# as set forth in Section 93-32, and pursuant to Section 23-90 (INCLUSIONARY HOUSING), as modified by Section 93-23, as follows:

- (1) The residential floor area ratio# may be increased from 6.5 to a maximum of 12.0 only if for every five square feet of floor area# increase pursuant to Sections 93-31 or 93-32 there is a floor area# increase of six square feet, pursuant to Section 23-90, as modified by Section 93-23.
(2) Any floor area# increase above a floor area ratio# of 12.0 shall be only pursuant to Section 93-31 or 93-32.

Furthermore, in Subarea D1, the floor area ratio# on a zoning lot# may exceed 13.0 only where the community facility floor area ratio# is not less than the excess of such floor area ratio# above 13.0.

93-30 SPECIAL FLOOR AREA REGULATIONS

93-31 District Improvement Fund Bonus

In the Special Hudson Yards District# and Area P-2 of the

Special Garment Center District#, the Chairperson of the City Planning Commission shall allow, by certification, the applicable basic maximum floor area ratio# to be increased up to the maximum amount specified in Sections 93-21, 93-22 or 121-31, as applicable, provided that instruments in a form acceptable to the City are executed and recorded ensuring and that, thereafter, a contribution has been deposited in the Hudson Yards District Improvement Fund#. The execution and recording of such instruments and the payment of such non-refundable contribution shall be a precondition to the filing for or issuing of any building permit allowing more than the basic maximum floor area# for such development# or enlargement#.

The Commissioner of Buildings shall not authorize the construction of any development# or enlargement# utilizing floor area# bonused pursuant to this Section, including foundations with respect thereto, nor shall the construction of any bonused portion thereof be authorized, until the Chairperson has certified that the requirements of this Section have been met. Nothing herein shall limit the ability of the Commissioner of Buildings to issue a permit for the construction of a development# or enlargement# which does not utilize such bonused floor area.

Such The contribution amount shall be \$100 per square foot of floor area# as of January 19, 2005, and shall be adjusted by the Chairperson annually on July 1 of the following year and each year thereafter. Such adjustment shall occur on August 1 of each calendar year, based on the percentage change in the Consumer Price Index for all urban consumers as defined by the U.S. Bureau of Labor Statistics for the twelve months ended on June 30 of that year. The contribution amount shall be determined based upon the rate which is in effect at the time the contribution is received, and contributions may be made only on days when the Hudson Yards Infrastructure Corporation (the "Corporation") is open for business and during business hours as specified by the Corporation.

The Commission may promulgate rules regarding the administration of this Section, and the Commission may also, by rule, adjust the contribution amount specified in the preceding paragraph to reflect changes in market conditions within the Hudson Yards Redevelopment Area# if, in its judgment, the adjusted amount will facilitate the district-wide improvements that are consistent with the purposes of this Chapter and the purposes of the Special Garment Center District#. The Commission may make such an adjustment by rule, not more than once a year.

For any such adjustment by rule decreasing the contribution amount, or increasing the contribution amount by more than the percentage change in the Consumer Price Index for all urban consumers, the following shall apply:

- (a) Such rule shall be effective for not more than two years; and
(b) The Commission shall not publish the proposed rule pursuant to the City Administrative Procedure Act unless the City Council Land Use Committee and the Department of City Planning have jointly filed an application for a zoning text amendment under Section 201 of the New York City Charter, which would make such adjustment of the contribution amount permanently effective. The contribution amount established under such rule as finally adopted shall continue in effect with further adjustments based upon the Consumer Price Index for all urban consumers, until the next adjustment of the contribution amount pursuant to this Section.

Such contribution amount shall be payable or secured at the time foundation work has been completed and the Commissioner of Buildings shall not authorize any additional construction until the Chairperson has certified that payment has been made or adequate security therefore has been provided.

93-34 Distribution of Floor Area in the Large-Scale Plan Subdistrict A

(b) Requirements for application

An application filed with the Chairperson of the Commission for the distribution of floor area# by certification pursuant to paragraph (a) of this Section shall be made jointly by the owner of the development# rights of the Eastern Rail Yards Subarea A1 and the receiving site and shall include:

- (1) a site plan and floor area# zoning calculations for the receiving site; and
(2) a copy of the distribution instrument legally sufficient in both form and content to effect such a distribution, together with a notice of the restrictions limiting further development of the Eastern Rail Yards Subarea A1.

Such notice of restrictions shall be filed by the owners of the respective sites in the Borough Office of the Register of the City of New York, indexed against the Eastern Rail Yards Subarea A1 and the receiving site, a certified copy of which shall be submitted to the Chairperson of the Commission. Receipt of certified copies thereof shall be a precondition to issuance of any building permit for any development# or enlargement# utilizing floor area# distributed pursuant to this Section, including foundations with respect thereto, including any foundation or alteration permit, for

any development# or enlargement# on the receiving site.

93-50 SPECIAL HEIGHT AND SETBACK REGULATIONS IN SUBDISTRICTS A THROUGH E

In Subdistricts A through E, the height and setback regulations set forth in Section 93-42 shall apply, except that such regulations are modified in certain locations as set forth in this Section. Such modifications include the establishment of street wall# location regulations, minimum base heights, and maximum length of building walls for towers, and modifications of maximum base heights, depths of required setbacks, and tower lot coverage#. Special provisions for recesses and sidewalk widenings are as follows:

(a) Recesses

Where street walls# are required to be located on street lines# or sidewalk widening lines, ground floor recesses up to three feet deep shall be permitted for access to building entrances, and deeper recesses shall be permitted only where necessary to comply with the pedestrian circulation space provisions of Section 93-63. Above the level of the second story# and up to any specified minimum base height, recesses are permitted provided that the aggregate length of such recesses does not exceed 30 percent of the length of the required street wall# at any level, and the depth of such recesses does not exceed five feet. No limitations on recesses shall apply above any specified minimum base height or to any portion of a zoning lot# where street walls# are not required.

Where street walls# are required to extend along the entire street# frontage of a zoning lot#, no recesses shall be permitted within 20 feet of an adjacent building#, or within 30 feet of the intersection of two street lines# except where corner articulation rules apply.

(b) Sidewalk Widenings

Where a street wall# is required to extend along the entire street# frontage of a zoning lot#, and such street# is intersected by a street# with a mandatory sidewalk widening, no street wall# shall be required within such sidewalk widening. Where corner articulation rules apply, the inner boundary of any required sidewalk widening may be considered to be the street line#. The mandatory street wall# requirements are illustrated on Map 3 in Appendix A of this Chapter. Where sidewalk widening lines are specified, such lines shall be parallel to and five or ten feet from the street line#, as required pursuant to Section 93-61 and illustrated on Map 4 (Mandatory Sidewalk Widenings) in Appendix A.

93-512 Subareas A3, A4 and A5 of the Large-Scale Plan Subdistrict A

(a) Hudson Boulevard

For the purposes of this paragraph, (a), Hudson Boulevard shall be considered to be a wide street#. The street wall# of the development# or enlargement# shall be located on the Hudson Boulevard sidewalk widening line and extend along at least 70 percent of the length of the Hudson Boulevard frontage of the zoning lot#, and shall rise without setback to a minimum base height of 90 feet and a maximum base height of 120 feet. On corner lots#, the maximum base height may apply along intersecting narrow street lines# for a distance of 100 feet from its intersection with Hudson Boulevard. Above a height of 120 feet, a setback at least 25 feet in depth is required from the Hudson Boulevard street line#, and setbacks from intersecting narrow streets# shall comply with the provisions of paragraph (b) of Section 93-42 (Height and Setback in Subdistricts A through E).

Alternatively, for zoning lots# that occupy the entire Hudson Boulevard block# front, the Hudson Boulevard street wall# may rise above a height of 120 feet without setback at the Hudson Boulevard sidewalk widening line, provided that:

- (1) the aggregate width of such street wall# facing Hudson Boulevard does not exceed 100 feet;
(2) all other portions of the building# that exceed a height of 120 feet are set back at least 25 feet from the Hudson Boulevard street line# at a height not lower than 90 feet; and
(3) all portions of the building# that exceed a height of 120 feet are set back from a narrow street# in compliance with the provisions of paragraph (b) of Section 93-42.

For the purposes of applying the street wall# location and setback provisions of this paragraph to developments# and enlargements# fronting on the public park# between West 28th and West 30th Streets, the street lines# and sidewalk widening lines of Hudson Boulevard shall be prolonged northward to West 30th Street.

* * *

93-513
Four Corners Subarea A2

(a) Hudson Boulevard

The provisions of paragraph (a) of Section 93-512 (Subareas A3, A4 and A5 of the Large-Scale Plan Subdistrict A) shall apply, except that the maximum base height shall be 150 feet, ~~and, for the purposes of applying such #street wall# location and setback provisions to #developments# and #enlargements# fronting upon the #public park# between West 33rd and West 35th Streets, the westerly #street line# and sidewalk widening lines of Hudson Boulevard West shall be prolonged southward to West 33rd Street.~~

* * *
93-54
Special Height and Setback Regulations in Hell's Kitchen Subdistrict D

93-541
Height and setback in Subareas D1 and D2

(a) Tenth Avenue

(1) For #zoning lots# that do not occupy the entire Tenth Avenue #block# front, and for #zoning lots# that occupy the entire Tenth Avenue #block# front where existing #residential buildings# will remain, the #street wall# of any #development# or #enlargement# shall be located on and extend along the entire Tenth Avenue #street line#, except that to allow for corner articulation, the #street wall# may be located anywhere within an area bounded by intersecting #street lines# and lines 15 feet from and parallel to such lines. Such #street wall# shall rise without setback to a minimum base height of 90 feet and a maximum base height of 150 feet, except that such minimum base height requirement shall not apply to any existing #residential buildings# to remain. Where such #zoning lots# also front upon a #narrow street#, these provisions shall apply along such #narrow street# frontage for a minimum distance of 50 feet and a maximum distance of 100 feet from the intersection of Tenth Avenue. Above a height of 150 feet, the setback provisions of paragraph (b) of Section 93-42 shall apply.

(2) For #zoning lots# that occupy the entire Tenth Avenue #block# front, and where no existing #buildings# fronting upon Tenth Avenue will remain, the #street wall# of the #development# or #enlargement# shall be located within 10 feet of the Tenth Avenue #street line# and extend along the entire Tenth Avenue frontage of the #zoning lot# and shall rise without setback to a minimum base height of 90 feet and a maximum base height of 150 feet. These provisions shall apply for a minimum distance of 50 feet and a maximum distance of 100 feet from the intersection of Tenth Avenue.

Above a height of 150 feet, the setback provisions of paragraph (b) of Section 93-42 shall apply. Alternatively, for #zoning lots# that occupy the entire Tenth Avenue #block# front and no portion of any #building# is within 10 feet of the Tenth Avenue #street line#, the Tenth Avenue #street wall# may rise above 150 feet without setback, provided that:

(i) the aggregate width of such #street wall# does not exceed 100 feet;

(ii) all other portions of the #building# that exceed a height of 150 feet are set back at least 10 feet from the Tenth Avenue #street wall# of the #building# at a height not lower than 90 feet; ~~and~~

(iii) all portions of the #building# that exceed a height of 150 feet are set back from a #narrow street# in compliance with the provisions of paragraph (b) of Section 93-42, and

(iv) all portions of the Tenth Avenue #street wall# that do not exceed a height of 90 feet are located ten feet from the Tenth Avenue #street line#, except that recesses may be provided in accordance with the recess provisions of paragraph (a) of Section 93-50. Above a height of 90 feet, up to a height of 150 feet, any #street wall# facing Tenth Avenue shall be located no closer to Tenth Avenue than 10 feet.

(b) Hudson Boulevard

The regulations set forth in paragraph (a) of Section 93-512 (Subareas A3, A4 and A5 of the Large-Scale Plan Subdistrict A) shall apply, except that wherever a setback from the Hudson Boulevard #street line# is required to be at least 25 feet deep, such setback depth may be reduced to 15 feet.

(c) Midblocks between Tenth Avenue and Hudson Boulevard

The regulations set forth in paragraph (c) of Section 93-512 shall apply.

(d) Length of building wall

The maximum length of any #story# located above a height of 150 feet that faces north or south shall not exceed 100 feet. Such length shall be measured by inscribing within a rectangle the outermost walls at the level of each #story# entirely above a height of 150 feet. Any side of such rectangle from which perpendicular lines may be drawn to the nearest #narrow street line# shall not exceed 100 feet.

(e) Tower #lot coverage#

Where more than one tower on a #zoning lot# contains #residences#, the minimum #lot area# requirement of paragraph (c)(1) of Section 93-42 shall not apply to the highest 80 feet of at least half of the number of such towers.

93-542
Height and setback in Subareas D4 and D5

In Subareas D4 and D5 of Hell's Kitchen Subdistrict D, the underlying height and setback regulations shall apply, except that:

(a) the rooftop regulations set forth in Section 93-41 shall apply to all #developments# or #enlargements#; and
(b) within the C2-5 District of Subarea D4, #commercial uses# shall be limited to two #stories# or a height of 30 feet, whichever is less.

(c) within the C1-7A District of Subarea D5, recesses in the #street wall# of any #building# facing Ninth Avenue shall not be permitted within 20 feet of an adjacent #building# or within 30 feet of the intersection of two #street lines#, except as provided for permitted corner articulation.

* * *
93-55
Special Height and Setback Regulations in the South of Port Authority Subdistrict E

In the South of Port Authority Subdistrict E, for any #development# or #enlargement# on a #zoning lot# fronting on Eighth Avenue, the #street wall# of such #development# or #enlargement# shall be located on the Eighth Avenue sidewalk widening line and extend along the entire #street# frontage of the #zoning lot#. Such #street wall# shall rise without setback to a minimum height of 90 feet or the height of the #building#, whichever is less, and a maximum height of 120 feet. Above a height of 90 feet, no portion of the #development# or #enlargement# shall penetrate a #sky exposure plane# that begins at a height of 120 feet above the Eighth Avenue sidewalk widening line and #street lines# of West 39th Street and West 40th Streets, as applicable, and rises over the #zoning lot# at a slope of four feet of vertical distance for each foot of horizontal distance except as provided below:

(a) any portion of the #building or other structure developed# or #enlarged# pursuant to the tower regulations of Sections 33-45 or 35-63, as applicable, may penetrate the #sky exposure plane#.

(b) permitted obstructions, as listed in paragraph (a) of Section 93-41, may penetrate the #sky exposure plane#. In addition, a dormer, as listed in paragraph (c) of Section 23-62, may penetrate the #sky exposure plane#.

* * *
93-55 93-56
Special Permit for Modification of Height and Setback Regulations

* * *
93-65
Transit Easements

Any #development# or #enlargement# on a #zoning lot# that includes the locations listed below shall provide an easement for subway-related use and public access to the subway mezzanine or station:

(a) The area bounded by Tenth Avenue, West 41st Street, a line 190 feet east of and parallel to Tenth Avenue, and a line 55 feet south of and parallel to West 41st Street. The entrance shall be accessed from Tenth Avenue.

(b) ~~The area bounded by the western boundary of the #public park# between West 34th and West 35th Streets, West 34th Street, a line 40 feet west of and parallel to the western boundary of the #public park# between West 34th and West 35th Streets, and a line 75 feet north of and parallel to West 34th Street. The entrance shall be accessed from the #public park# between West 34th and West 35th Streets.~~

(c) ~~The area bounded by Eleventh Avenue, West 36th Street, a line 90 feet east of and parallel to Eleventh Avenue, a line 50 feet south of and parallel to West 36th Street, a line 50 feet east of and parallel to 11th Avenue, and West 34th Street. The entrance shall be accessed from West 36th Street or 11th Avenue within 50 feet of West 36th Street.~~

(d)(b) For any #development# or #enlargement# on a #zoning lot# that includes the southwest corner of West 40th Street and Eighth Avenue, the transit easement shall accommodate a relocated subway entrance from the adjoining sidewalk to a location within the #development# or #enlargement#.

* * *
Article IX - Special Purpose Districts

Chapter 6
Special Clinton District
* * *
96-20
PERIMETER AREA

#Developments# within the Perimeter Area shall be eligible for increased #floor area# only pursuant to Sections 96-21 (Special Regulations for 42nd Street Perimeter Area) or 96-22 (Special Regulations for Eighth Avenue Perimeter Area)...

* * *
96-21
Special Regulations for 42nd Street Perimeter Area

The provisions of this Section shall apply to #developments# or #enlargements# located in all #Commercial Districts# within the area bounded by the following:

(b) Floor area regulations

* * *
(2) Floor area regulations in Subarea 2
In Subarea 2 of the 42nd Street Perimeter Area as shown in Appendix B, the basic #floor area ratio# of any #development# or #enlargement# shall be 10.0. However, the #floor area ratio# of any #development# or #enlargement# containing #residential use# may exceed 10.0 to a maximum of 12.0 only in accordance with the provisions of Section 23-90 (INCLUSIONARY HOUSING), except that any units for which a #floor area# increase has been earned pursuant to Section 23-90 shall be within the #Special Clinton District#. For #developments# or #enlargements# that have fully utilized the Inclusionary Housing Program, the maximum permitted #floor area ratio# may be increased from 12.0 to 15.0 for a new ~~legitimate~~ theater to be used as a legitimate theater or non-profit performing arts space in accordance with the provisions of Section 96-25 (Floor Area Bonus for New Legitimate Theater Use).

Where a transit easement volume is required on a #zoning lot# in Subarea 2, such easement volume may be temporarily used by the owner of the #zoning lot# for any permitted #uses# until such time as required by the Transit Authority or by its designee for subway purposes. Any such floor spaces occupied by such transit easement volume shall not count as #floor area#. Improvements or construction of a temporary nature within the easement volume for such temporary #uses# shall be removed by the owner of the #zoning lot# prior to the time at which public #use# of the easement area is required. A minimum notice of six months in writing shall be given by the Transit Authority to the owner of the #zoning lot# to vacate the tenants of such temporary #uses#.
* * *

96-25
Floor Area Bonus for New Legitimate Theater Use

Within Subarea 2 of the 42nd Street Perimeter Area as shown in Appendix A of this Chapter, for #developments# or #enlargements# located within the area bounded by West 42nd Street, Dyer Avenue, West 41st Street and Eleventh Avenue that have fully utilized a #floor area# increase pursuant to Section 23-90 (INCLUSIONARY HOUSING), ~~three additional square feet of #floor area# may be provided for each square foot of new legitimate theater #use#, the #floor area ratio# may be increased from 12.0 to a maximum of 15.0, provided that for every three square feet of bonused #floor area#, one square foot of such bonused #floor area# shall be used for new "performance space", which, for the purposes of this Section 96-25 shall mean space to be used as a legitimate theater or non-profit performing arts space. Such bonused #floor area# shall be permitted only upon certification by the Chairperson of the City Planning Commission to the Commissioner of Buildings that the following conditions shall exist have been met:~~

(a) ~~the total #floor area ratio# on the #zoning lot# shall not exceed 15.0;~~

(b)(a) all #floor area# for any performance space for which a bonus is received pursuant to this Section shall be limited to floor space exclusively associated with legitimate theater or non-profit performing arts #use#, including auditorium, orchestra, balconies, stage and theater equipment space, wings, dressing rooms, rehearsal space, lobbies, lounges, ticket offices, rest rooms, and circulation space. Any other bonused performance space shall not comprise more than 25% of the total #floor area# for which a bonus is received;

(c)(b) ~~the theater~~ such performance space shall be

designed, arranged and used exclusively for live performances and rehearsals of drama, music or dance and shall have at least 99 100 fixed seats and no more than 299 seats. If there is more than one performance space, each shall have at least 100 seats. Adjacent performance spaces may be designed in a manner that allows for their combination into a single performance space provided such combined space has no more than 299 seats;

- (c) a letter from the Department of Cultural Affairs shall be submitted certifying that:
 - (1) a signed lease shall be has been provided from a the prospective theater operator of the performance space, or a written commitment from the owner of the theater performance space if such owner is also the operator, for occupancy of the theater performance space and its operation as a legitimate theater or non-profit performing arts space for a period of not less than five years, pursuant to an operating plan and program therefor;
 - (2) the proposed operator of the performance space has the fiscal and managerial capacity to successfully operate such space;
 - (3) preliminary design plans have been provided to the Department of Cultural Affairs for the performance space, which include sufficient detail regarding core, shell, structural, mechanical, electrical, plumbing and HVAC systems, necessary to ensure that such performance space will operate efficiently for its intended use, and
 - (4) a plan and program shall be accompanied by written commitment from such owner of the financial resources available to ensure timely completion of the identified scope of work; a written commitment has been provided ensuring that there are financial resources available for the timely completion of the identified scope of work, and
 - (5) the proposed operator of the performance space will have a program of regularly scheduled presentations that are open to the public.

(d) a legal commitment shall be has been provided for inspection and ongoing maintenance of the theater performance space to ensure its continued availability for theater use as a legitimate theater or non-profit performing arts space. Such inspection shall be conducted every five years by a licensed engineer or architect, and a report issued to the Chairperson of the City Planning Commission and the Commissioner of the Department of Cultural Affairs and notice of such report shall be published in the City Record. Such report shall describe the condition of the theater performance space and identify any maintenance or repair work necessary to ensure the physical and operational soundness of the theater performance space and establish a plan and program for such work, including providing that adequate resources be made available to ensure timely completion of such maintenance or repair work; and

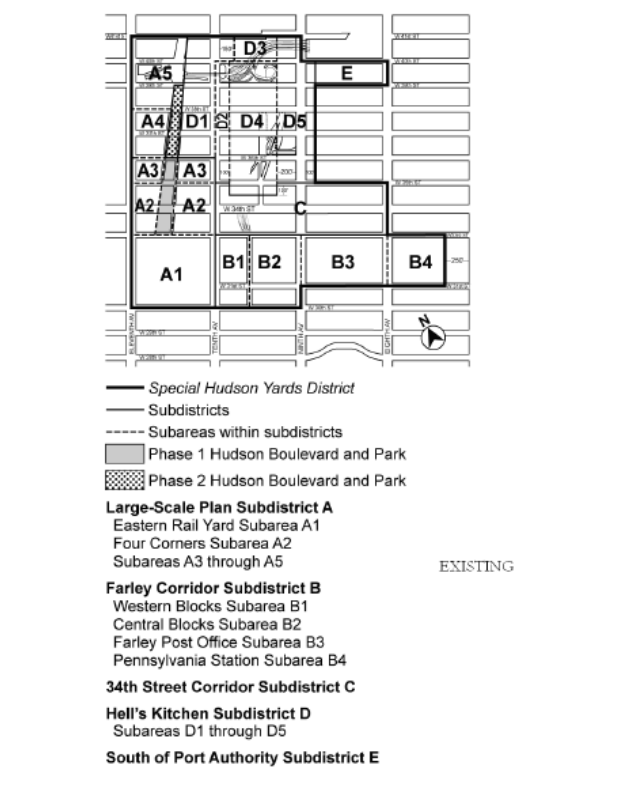
(e) a legal commitment shall be has been provided for continuance of the use of all floor area for which a bonus has been received pursuant to this Section as a legitimate theater or non-profit performing arts space and providing that in the event of a change of operator, as defined by the Commissioner of the Department of Cultural Affairs, the owner or operator shall obtain a new letter certifying that the provisions of paragraph (c) of this Section have been met as to the proposed operator. Such legal commitment shall also prohibit use as an adult establishment for the life of the related development.

Such legal commitments shall be in the form of a declaration of restrictions, filed and duly recorded in the Borough Office of the Register of the City of New York, binding upon the owner and any lessee of the theater performance space and their successors and assigns, a certified copy of which shall be submitted to the Chairperson of the City Planning Commission. The filing of such declaration and the posting of any bond or other security required by the Chairperson of the City Planning Commission under the terms of such declaration, and receipt of such a certified copy of such declaration, shall be preconditions to issuance of any building permit, including any foundation or alteration permit, for any development or enlargement.

The owner shall not apply for or accept a temporary certificate of occupancy for that portion of the development or enlargement identified under the terms of the declaration of restrictions as utilizing the increased floor area permitted pursuant to this Section, and the Department of Buildings shall not issue a temporary certificate of occupancy for such portion of the development or enlargement, until the Chairperson through consultation with the Commissioner of the Department of Cultural Affairs has certified that the theater performance space is substantially complete, which shall, for this purpose, mean that such theater performance space is usable by the public. The owner shall not apply for or accept a permanent certificate of occupancy for such portion of the development or enlargement, nor shall the Department of Buildings issue a permanent certificate of occupancy for such portion, the development or

enlargement until the theater performance space has been finally completed in accordance with the approved plans and such final completion has been certified by the Chairperson through consultation with the Commissioner of the Department of Cultural Affairs. The declaration of restrictions shall be noted on any Temporary or Final Certificate of Occupancy for the building.

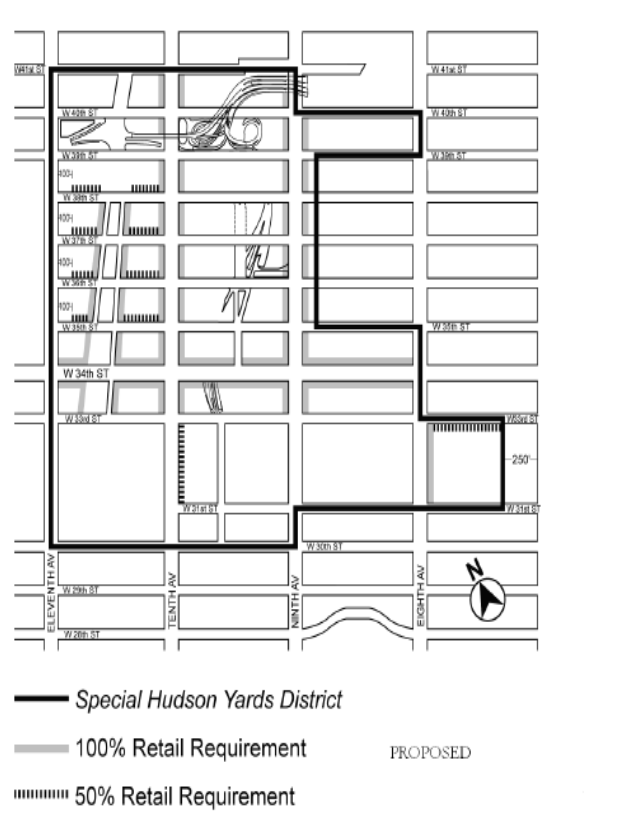
Special Hudson Yards District
Zoning Resolution Section: 93-A (ARTICLE IX; CHAPTER 3) APPENDIX A (1/19/05)
Map 1: Special Hudson Yards District, Subdistricts and Subareas



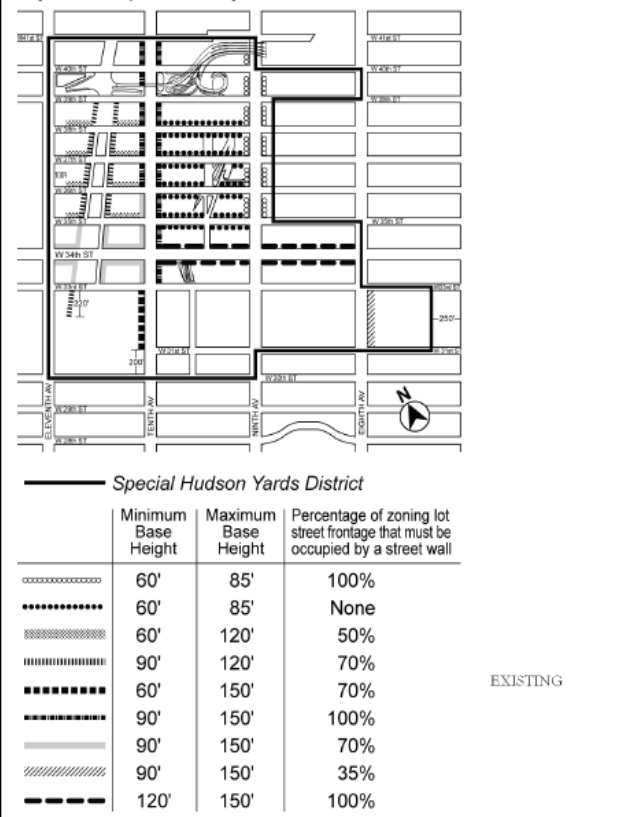
Special Hudson Yards District
Zoning Resolution Section: 93-A (ARTICLE IX; CHAPTER 3) APPENDIX A (1/19/05)
Map 2: Mandatory Ground Floor Retail



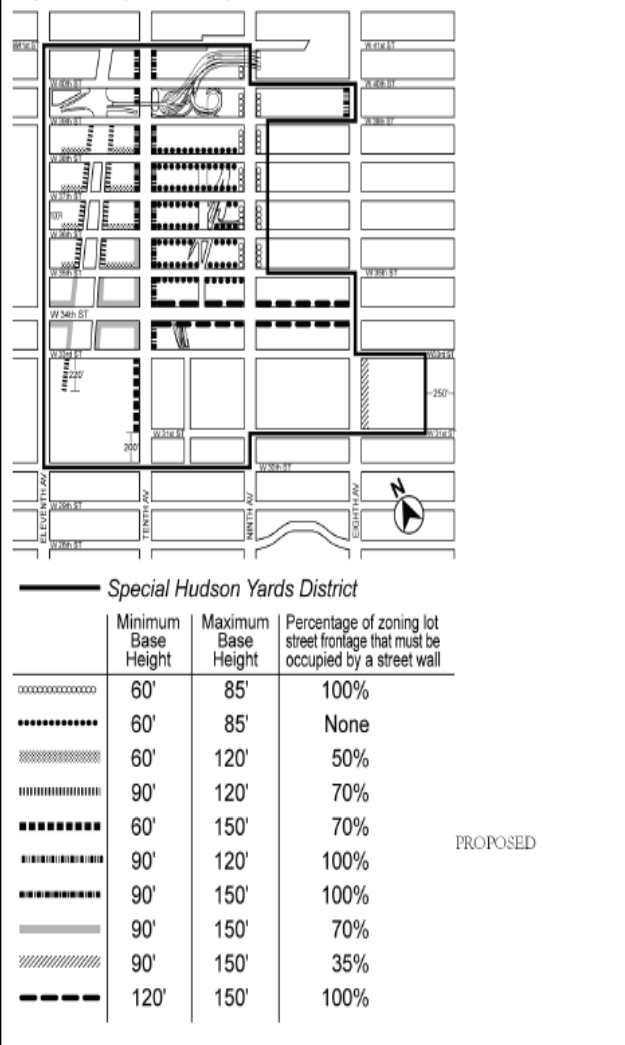
Special Hudson Yards District
Zoning Resolution Section: 93-A (ARTICLE IX; CHAPTER 3) APPENDIX A (1/19/05)
Map 2: Mandatory Ground Floor Retail



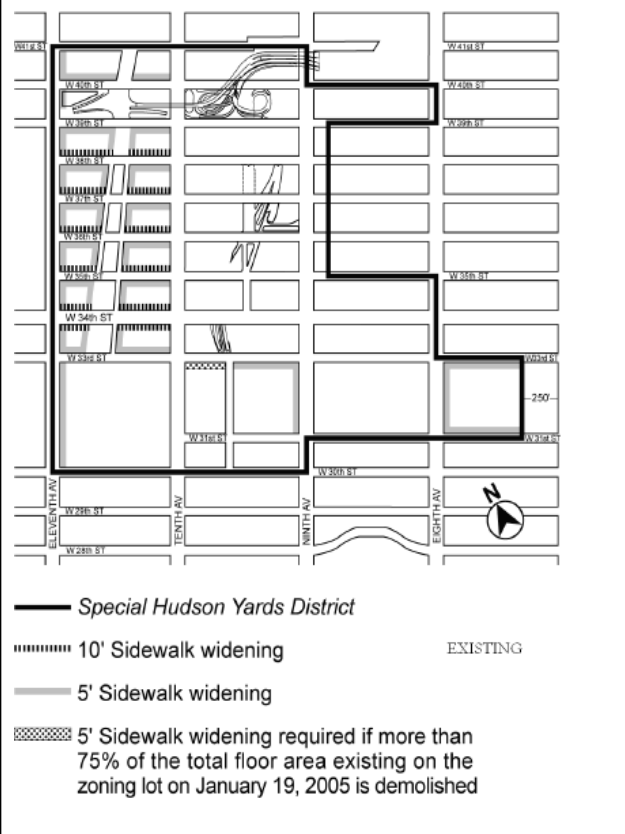
Special Hudson Yards District
Zoning Resolution Section: 93-A (ARTICLE IX; CHAPTER 3) APPENDIX A (1/19/05)
Map 3: Mandatory Street Wall Requirements



Special Hudson Yards District
Zoning Resolution Section: 93-A (ARTICLE IX; CHAPTER 3) APPENDIX A (1/19/05)
Map 3: Mandatory Street Wall Requirements

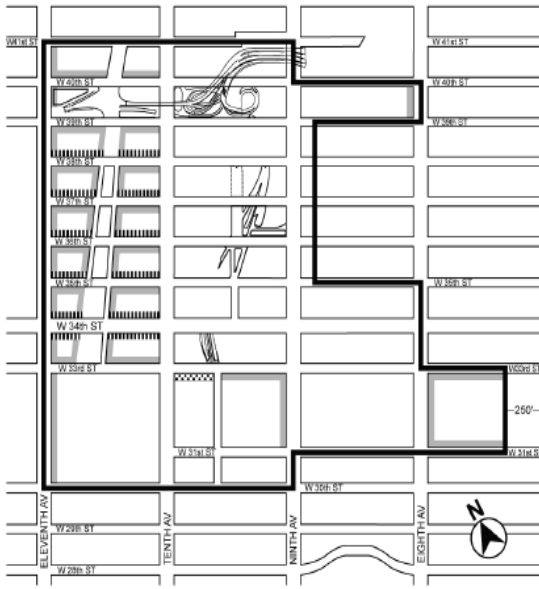


Special Hudson Yards District
Zoning Resolution Section: 93-A (ARTICLE IX; CHAPTER 3) APPENDIX A (1/19/05)
Map 4: Mandatory Sidewalk Widening



Special Hudson Yards District

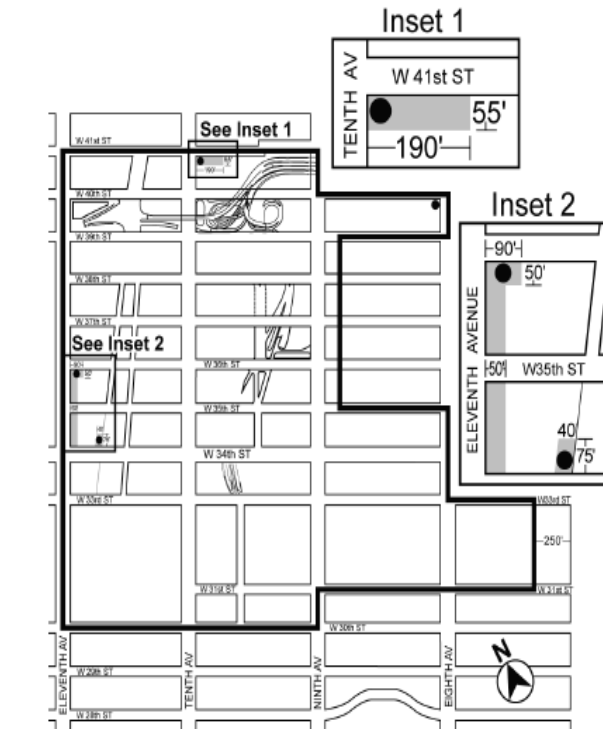
Zoning Resolution Section: 93-A (ARTICLE IX; CHAPTER 3) APPENDIX A ()
Map 4: Mandatory Sidewalk Widening



Special Hudson Yards District
10' Sidewalk widening PROPOSED
5' Sidewalk widening
5' Sidewalk widening required if more than 75% of the total floor area existing on the zoning lot on January 19, 2005 is demolished

Special Hudson Yards District

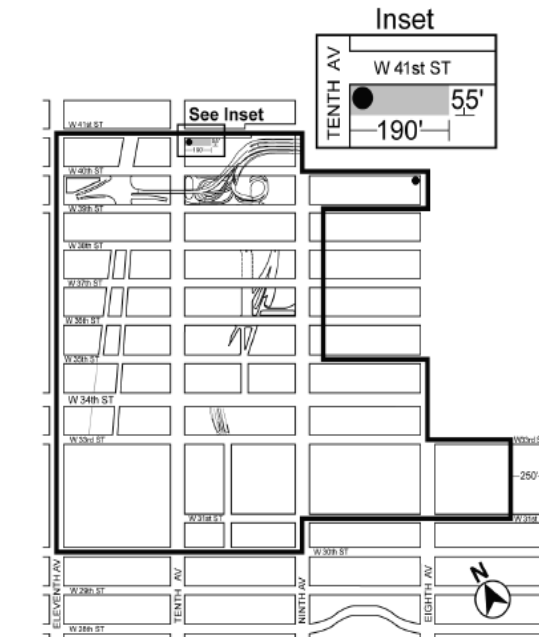
Zoning Resolution Section: 93-A (ARTICLE IX; CHAPTER 3) APPENDIX A (1/19/05)
Map 5: Transit Easements and Subway Entrances



Special Hudson Yards District
Transit Easement EXISTING
Subway Entrance

Special Hudson Yards District

Zoning Resolution Section: 93-A (ARTICLE IX; CHAPTER 3) APPENDIX A ()
Map 5: Transit Easement and Subway Entrance



Special Hudson Yards District
Transit Easement PROPOSED
Subway Entrance

COMMUNITY BOARDS

PUBLIC HEARINGS

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 10 - Monday, May 19, 2008 at 7:15 P.M., Norwegian Christian Home, 1250 67th Street, Brooklyn, NY

#60-08-BZ

Application is hereby made for a special permit to allow the operation of a physical culture establishment at 439 86th Street, Brooklyn, NY.

m13-19

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

PUBLIC HEARINGS

NOTICE OF A FRANCHISE AND CONCESSION REVIEW COMMITTEE ("FCRC") PUBLIC HEARING to be held on Monday, June 2, 2008 commencing at 2:30 PM at 22 Reade Street, Borough of Manhattan, in the matters of: (i) a change of control of NEON Transcom, Inc. ("NEON"), and (ii) the proposed Amendment to NEON's Franchise Agreement and Appendix G, "Ownership and Control of franchisee as of the Effective Date and any approved mortgages, pledges and leases" ("proposed Amendment"). Said Franchise Agreement authorizes NEON to install, operate and maintain facilities on, over and under the City's inalienable property to provide Local High Capacity Telecommunications Services. Columbia Transmission Communications Corporation ("Columbia Transcom") was granted a franchise on April 12, 2000. On September 10, 2003, the FCRC approved a change of control of such franchise, by sale of all the stock in Columbia Transcom to NEON Communications, Inc., and the name of the franchisee was changed to NEON Transcom, Inc. On November 10, 2004 the FCRC approved a second change of control whereby NEON Communications, Inc. (parent corporation of the franchisee) became a subsidiary of Globix Corporation ("Globix") with NEON Transcom, Inc. remaining the franchisee. In 2007, Globix changed its name to NEON Communications Group, Inc.

A copy of the existing Franchise Agreement and the proposed Amendment may be viewed at DoITT, 75 Park Place, 9th Floor, New York, New York 10007, commencing on May 12, 2008 through June 2, 2008, between the hours of 9:30 AM and 3:30 PM, excluding Saturdays, Sundays and holidays. Hard copies of the existing Franchise Agreement and proposed Amendment may be obtained, by appointment, at a cost of \$.25 per page. All payments shall be made at the time of pickup by check or money order made out to the New York City Department of Finance. The proposed Amendment may also be obtained in PDF form at no cost, by email request. Interested parties should contact Roxanne Chambers by phone at 212-788-6610 or by email at RChambers@doitt.nyc.gov

NOTE: Individuals requesting sign language interpreters at the public hearing should contact the Mayor's Office of Contract Services, Public Hearing Unit, 253 Broadway, 9th Floor, New York, New York 10007, (212) 788-7490, no later than SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING. TDD users should call Verizon relay service.

The Hearing may be cablecast on NYC TV-Channel 74.

m9-30

NOTICE OF A SPECIAL FRANCHISE AND CONCESSION REVIEW COMMITTEE (FCRC) PUBLIC HEARING to be held on Tuesday, May 20, 2008 commencing at 3:00 P.M. and continuing until at least 6:00 P.M. at the New York City College of Technology, 285 Jay Street, Borough of Brooklyn, in the matter of a proposed Franchise Agreement authorizing Verizon New York Inc. to provide Citywide cable television services. The proposed agreement also includes, but is not limited to, provisions regarding consumer protection, public, educational and government channels, and a schedule for deployment and service availability. The term of the agreement as proposed would be twelve (12) years and Verizon New York Inc. would pay 5% of cable service gross revenues to the City of New York.

All persons entitled to notice under Section 894.7 of Title 16 of the New York State Codes, Rules and Regulations shall be given full opportunity to participate in the hearing and to ask questions of the applicant or any other participant in the hearing in accordance with the requirements of said Section 894.7.

Copies of the proposed Franchise Agreement and application are available for public inspection during normal business hours at DoITT, 75 Park Place, 9th Floor, New York, New York 10007 commencing April 29, 2008 through May 20, 2008.

Hard copies of the proposed Franchise Agreement may be obtained, by appointment, at a cost of \$.25 per page. All payments shall be made at the time of pickup by check or money order made out to the New York City Department of Finance. The proposed Franchise Agreement may also be obtained in PDF form at no cost, by email request. Interested parties should contact Roxanne Chambers by phone at (212) 788-6610 or by email at RChambers@doitt.nyc.gov

m8-21

NOTE: Individuals requesting sign language interpreters at the public hearing should contact the Mayor's Office of Contract Services, Public Hearings Unit, 253 Broadway, 9th Floor, New York, New York 10007, (212) 788-7490, no later than SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING. TDD users should call Verizon relay service. Recordings of the hearing may be cablecast on NYC TV-Channel 74.

a29-m20

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, May 20, 2008 at 9:30 A.M. in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF QUEENS 08-6693 - Block 78, lot 23-21-47 45th Avenue - Hunters Point Historic District
An Italianate style rowhouse built by Root & Rust in c.1870. Application is to alter the rear facade and construct a rear yard addition. Zoned R6B.

BINDING REPORT
BOROUGH OF QUEENS 08-1461 - Block 4960, lot 1-137-35 Northern Boulevard - Flushing Municipal Courthouse, formerly Flushing Town Hall-Individual Landmark
A Romanesque Revival style courthouse and Town Hall built in 1862. Application is to alter the areaway, install fences, and install a barrier-free access lift.

ADVISORY REPORT
BOROUGH OF BROOKLYN 08-7854 - Block 7777, lot 7777-Ashland Place and Lafayette Avenue - Brooklyn Academy of Music Historic District
Residential thoroughfares developed in the 1850s. Application is to install light poles, tree pits, and alter the sidewalk paving.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 08-7847 - Block 2121, lot 46-67 Greene Avenue - Fort Greene Historic District
A vacant lot. Application is to legalize excavation work performed without Landmarks Preservation Commission permits and to construct a four-story building. Zoned R6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 08-6905 - Block 258, lot 17-20-34 Joralemon Street - Brooklyn Heights Historic District
A group of eclectic style brick apartment houses with a central courtyard designed by Alfred White and built in 1890. Application is to construct a garage and park space within the courtyard. Zoned LH1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 08-6594 - Block 1078, lot 65-523 3rd Street - Park Slope Historic District
A Queen Anne style rowhouse built c.1889. Application is to construct a rear yard addition. Zoned R6B.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 08-7743 - Block 322, lot 35-430 Henry Street - Cobble Hill Historic District
A Greek Revival style rowhouse built c.1840 and altered in the 20th century. Application is to install dormer windows.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 08-7753 - Block 5238, lot 66-718 East 18th Street - Fiske Terrace-Midwood Park Historic District
A Colonial Revival style house designed by Benjamin Driesler and built in 1907. Application is to construct a bay window and rear addition. Zoned R1-2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 08-7047 - Block 5180, lot 1-1600 Dorchester Road - Ditmas Park Historic District
A Colonial Revival style house designed by Benjamin Driesler, built in 1904, and enlarged in 1908 by Frank Stanley. Application is to create a curb cut and install a parking pad.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 08-5646 - Block 179, lot 13-74 Hudson Street - Tribeca West Historic District
A parking lot. Application is to construct a one-story building. Zoned C6-2A.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 08-7893 - Block 217, lot 1-250 West Street, aka 30 Hubert Street, aka 398 Washington Street - Tribeca North Historic District
A neo-Renaissance style warehouse designed by William H. Birkmire and built in 1903-1906. Application is to alter the facades, install a cornice windows and storefront infill, and construct a rooftop addition. Zoned C6-3A.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 08-6667 - Block 220, lot 36-38-44 Laight Street - Tribeca North Historic District
A Renaissance Revival style warehouse, designed by Clinton and Russell and built in 1896. An application to legalize the construction of a bulkhead and the installation of rooftop

HVAC equipment in non-compliance with Certificate of Appropriateness 01-6868 and Miscellaneous/Amendments 03-5245 and the installation of rooftop railings without a Landmarks Preservation Commission permits; and to install new rooftop railing.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-5981 - Block 474, lot 13-55 Mercer Street - SoHo-Cast Iron Historic District
An Italianate style store building designed by Griffith Thomas and built in 1871-72. Application is to modify entrances, to demolish a portion of the rear wall, and to construct rooftop additions, and to legalize the removal of a fire escape without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-6497 - Block 511, lot 16-600-602 Broadway, aka 134-136 Crosby Street - SoHo-Cast Iron Historic District
A store building designed by Samuel A. Warner and built in 1883-84. Application is to install rooftop HVAC equipment.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-5063 - Block 519, lot 20-38 King Street - Charlton-King-Vandam Historic District
A Greek Revival style rowhouse built in 1840. Application is to install a new entry door and cornice and paint the front facade.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-7129 - Block 615, lot 15-264 West 12th Street - Greenwich Village Historic District
A Greek Revival style rowhouse built in 1841 and altered in the late 19th century. Application is to construct a rear yard addition. Zoned C-6.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-7305 - Block 566, lot 18-20 East 9th Street - Greenwich Village Historic District
An apartment house built in 1965. Application is to enlarge ground floor window openings.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-4019 - Block 646, lot 57-421-425 West 13th Street - Gansevoort Market Historic District
A neo-Renaissance style warehouse building designed by Hans E. Meyen and built in 1901-1902. Application is to install a new metal canopy and replace existing light fixtures and signage.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-5803 - Block 820, lot 45-136 Fifth Avenue- Ladies' Mile Historic District
A commercial building built in 1850 and altered in 1982. Application is to install signage.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-7278 - Block 819, lot 59-26-30 West 18th Street - Ladies' Mile Historic District
A through block building designed by Richard Cook and built in 2007. Application is to legalize the installation of a flagpole and banner without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-7721 - Block 823, lot 23-29 West 21st Street - Ladie's Mile Historic District
A neo-Renaissance style store and loft building designed by James E. Ware & Sons and built in 1909. Application is to install storefront infill.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-6636 - Block 825, lot 12-30 West 24th Street - Ladies Mile Historic District
A neo-Gothic style store and loft building designed by Browne & Almiroty and built in 1911. Application is to legalize the installation of light fixtures without Landmarks Preservation Commission permits, and to install two flagpoles and a banner.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-7636 - Block 894, lot 37-149 East 38th Street - George S. Bowdoin Stable-Individual Landmark
A Dutch Revival style stable designed by Ralph S. Townsend and built in 1902. Application is to install a bracket sign and plaques. Zoned R8B.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-7772 - Block 1259, lot 29-5-13 West 43rd Street - Century Association Building - Individual Landmark
An Italian Renaissance style clubhouse designed by McKim, Mead and White and built in 1889-1891. Application is to alter an entrance.

ADVISORY REPORT

BOROUGH OF MANHATTAN 08-7104 - Block 1111, lot 1-Central Park, East 102nd Street entrance - Central Park - Scenic Landmark
A playground, originally constructed in 1936 and rebuilt circa 1972, within an English Romantic style public park designed in 1856 by Olmsted and Vaux. Application is to alter a vehicular entrance, pedestrian pathways and surrounding landscaping.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-6028 - Block 1383, lot 43-42 East 69th Street - Upper East Side Historic District
A neo-French Renaissance style residence designed by C.P.H. Gilbert and built in 1919-21. Application is to install bollards and security cameras.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-7890 - Block 1387, lot 48-

40 East 73rd Street - Upper East Side Historic District
A neo-Grec style residence built in 1885-86. Application is to install an areaway fence. Zoned R8B.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-6918 - Block 1392, lot 28-61 East 77th Street - Upper East Side Historic District
A neo-Federal style school building with Beaux-Arts features, designed by Harde and Hasselman, and built in 1916. Application is to create a new window opening.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-6703 - Block 1387, lot 36-760 Park Avenue - Upper East Side Historic District
A neo-Renaissance style apartment building designed by W.L. Rouse and L.A. Goldstone and built in 1923-24. Application is to alter window openings and construct a greenhouse addition. Zoned R10.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 06-2657 - Block 1184, lot 99-316 West 75th Street - West End-Collegiate Historic District
A Renaissance Revival style townhouse, designed by C. P.H. Gilbert and built in 1895-1897. Application is to construct a rooftop addition. Zoned R8B.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-4655 - Block 1250, lot 7502-334 West 89th Street - Riverside-West End Historic District
A Renaissance Revival style rowhouse designed by Ralph S. Townsend and built in 1893-94. Application is to modify the areaway fence.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF THE BRONX 08-2767 - Block 5821, lot 2800-4662 Grosvenor Avenue - Fieldston Historic District
A Mid-Twentieth Century Modern style house, designed by Harold J. Rosen, and built 1957-1959. Application is to alter the facades, front entrance and windows. Zoned R1-2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF THE BRONX 08-3155 - Block 5812, lot 60-4595 Fieldston Road - Fieldston Historic District
A Mediterranean Revival style house, designed by Dwight James Baum and built in 1927-1928. Application is to construct an addition, install a pool and fence and alter the rear yard. Zoned R1-2.

m7-20

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 40 Worth Street, Room 814 commencing at 2:00 P.M on Wednesday, May 28, 2008. Interested Parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 40 Worth Street, 9th Floor South, New York, NY 10013, or by calling (212) 442-8040.

#1 In the matter of a proposed revocable consent authorizing 23rd Street Properties LLC to continue to maintain and use nine (9) lampposts, together with electrical conduits, on the south sidewalk of West 23rd Street between Fifth Avenue and Avenue of the Americas, in the Borough of Manhattan. The proposed revocable consent is for a term of 10 years from July 1, 2008 to June 30, 2018 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2008 to June 30, 2018 - \$1,350/per annum

the maintenance of a security deposit in the sum of \$350, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#2 In the matter of a proposed revocable consent authorizing The Trustees of Columbia University in the City of New York to construct, maintain and use geothermal wells, together with piping, in the south sidewalk of West 122nd Street, east of Claremont Avenue, in the Borough of Manhattan. For the first year of the consent, the annual period commencing on the date of the final approval of this consent by the Mayor (the "Approval Date") and terminating on June 30, 2008:

\$14,422/annum

For the period July 1, 2008 to June 30, 2009 - \$14,833

For the period July 1, 2009 to June 30, 2010 - \$15,244

For the period July 1, 2010 to June 30, 2011 - \$15,655

For the period July 1, 2011 to June 30, 2012 - \$16,066

For the period July 1, 2012 to June 30, 2013 - \$16,477

For the period July 1, 2013 to June 30, 2014 - \$16,888

For the period July 1, 2014 to June 30, 2015 - \$17,299

For the period July 1, 2015 to June 30, 2016 - \$17,710

For the period July 1, 2016 to June 30, 2017 - \$18,121

For the period July 1, 2017 to June 30, 2018 - \$18,532

the maintenance of a security deposit in the sum of \$18,600, 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 Mount Sinai School of Medicine of New York University to continue to maintain and use light poles, together with electrical conduits, on and in the sidewalk area of the north side of East 98th Street and on the south side of East 99th Street, east of Madison Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2008 to June 30, 2018 and provides,

among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period from July 1, 2008 to June 30, 2018 - \$1,350/per annum

the maintenance of a security deposit in the sum of \$18,000, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#4 In the matter of a proposed revocable consent authorizing 203 East 72nd Street Corp. to maintain and use electrical conduits and six (6) lampposts on the north sidewalk of East 72nd Street east of Third Avenue, in front of 1251-1265 Third Avenue (a/k/a 201-207 East 72nd Street), in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2008 to June 30, 2018 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2008 to June 30, 2018 - \$900/per annum

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

#5 In the matter of a proposed revocable consent authorizing Ten-Eighty Apartment Corporation to continue to maintain and use planted areas on the east sidewalk of Fifth Avenue, north of East 89th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2008 to June 30, 2018 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2008 to June 30, 2018 - \$460/per annum

the maintenance of a security deposit in the sum of \$6,000, 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 \$50,000.

m8-28

PROPERTY DISPOSITION

POLICE

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

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

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

INQUIRIES

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

FOR MOTOR VEHICLES

(All Boroughs):

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

FOR ALL OTHER PROPERTY

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

j1-d31

■ AUCTION

PUBLIC AUCTION SALE NUMBER 1132

NOTICE IS HEREBY GIVEN of a ONE (1) day public auction of unclaimed salvage vehicles, motorcycles, automobiles, trucks, and vans. Inspection day is May 19, 2008 from 10:00 A.M. - 2:00 P.M. Salvage vehicles, motorcycles, automobiles, trucks, and vans will be auctioned on May 20, 2008 at approximately 9:00 A.M. Auction will be held at the Erie Basin Auto Pound, 700 Columbia Street (in Redhook area of B'klyn., 2 blocks from Halleck St.)

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

m7-20



New Today...

first time procurement ads appearing today!

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. As part of this effort, the City is pleased to announce the following contracting opportunities for construction/construction services and construction-related services.

CITY UNIVERSITY

■ SOLICITATIONS

Services (Other Than Human Services)

PRINTING CONTINUING EDUCATION NEWSPAPER INSERT 2008-2010 – Competitive Sealed Bids – PIN# 810421429001 – DUE 06-12-08 AT 11:00 A.M. – Contractor will provide four issues of the Continuing Education Catalogues in two formats for newspaper insertion, and for College distribution.

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.
Kingsborough Community College, 2001 Oriental Blvd., Brooklyn, NY 11235. Lynn Relay (718) 368-5034, lrelay@kbcc.cuny.edu

☛ m15

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ AWARDS

Goods

EMC SYSTEMS PERIPHERALS (STORAGE) - FISA – Intergovernmental Purchase – PIN# 857801342 – AMT: \$226,628.00 – TO: EMC Corporation, 176 South Street, Hopkinton, MA 01748. NYS Contract #PT 60953.

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

☛ m15

EDUCATION

DIVISION OF CONTRACTS AND PURCHASING

■ SOLICITATIONS

Services

SCHOOL BASED MENTAL HEALTH AND BEHAVIORAL SERVICE – RFP – PIN# R0695040 – DUE 06-09-08 AT 5:00 P.M. – To download, please go to <http://schools.nyc.gov/offices/dcp/vendor/pqs/default.htm>. If you cannot download, send an e-mail to Bassana@schools.nyc.gov with your company name, address, phone, fax and e-mail address. The New York City Department of Education (NYCDOE), and Office of School Health (OSH), is requesting proposals from organizations qualified to expand and/or establish new school sites to provide School Based Mental Health and Behavioral Services. This PQS specifically seeks proposals from organizations licensed under NYS Department of Health Article 31 (School-Based Mental Health) and Article 28 (School-Based Health Centers). There will be a pre-proposal conference on May 21, 2008, at 12:00 P.M., located at 131 Livingston Street, 5th Floor, Room 508, Brooklyn, NY 11201.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
NYCDOE, Division of Contracts and Purchasing, Room 1201 65 Court Street, Brooklyn, NY 11201, (718) 935-2300 <http://schools.nyc.gov/dcp>

☛ m15

HEALTH AND HOSPITALS CORPORATION

■ SOLICITATIONS

Goods

MAINTENANCE SUPPLIES – Competitive Sealed Bids – PIN# 22208105 – DUE 05-29-08 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.
Generations+/Northern Manhattan Health Network c/o Lincoln Hospital Center, 234 East 149th Street, Bronx, NY 10451. Jannett Olivera, Assistant Coordinating Mgr., (718) 579-5992.

☛ m15

TEMPERATURE THERMOCOUPLE RECORDER – Competitive Sealed Bids – PIN# 000041208045 – DUE 06-05-08 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.
Coler/Goldwater Memorial Hospital, 1 Main Street Roosevelt Island, New York, NY 10044. Bid package, please contact: Starr Kollrore at (212) 318-4260.

☛ m15

VARIOUS PLUMBING SUPPLIES – Competitive Sealed Bids – PIN# 22208106 – DUE 05-29-08 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.
Generations+/Northern Manhattan Health Network for Harlem Hospital Center c/o Lincoln Hospital Center, 234 East 149th Street, Bronx, NY 10451. Junior Cooper (718) 579-5096.

☛ m15

PARAGUARD IUD'S – Competitive Sealed Bids – PIN# 21108060A-REBID – DUE 05-06-08 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.
Generations+/Northern Manhattan Health Network for Metropolitan Hospital c/o Lincoln Hospital Center, 234 East 149th Street, Bronx, NY 10451. Erik Bryan, Procurement Analyst II, (718) 579-5532.

☛ m15

VINYL WALL COVERING – Competitive Sealed Bids – PIN# 62108005 – DUE 05-29-08 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.
Generations+/Northern Manhattan Health Network for Metropolitan Hospital c/o Lincoln Hospital Center, 234 East 149th Street, Bronx, NY 10451. Jannett Olivera, Procurement Analyst II, (718) 579-5992.

☛ m15

HEALTH AND MENTAL HYGIENE

AGENCY CHIEF CONTRACTING OFFICER

■ AWARDS

FAMILY PLANNING – BP/City Council Discretionary – PIN# 08MS163201R0X00 – AMT: \$360,000.00 – TO: Community Healthcare Network, Inc., 79 Madison Avenue, New York, NY 10016.
● **GERIATRIC MENTAL HEALTH INITIATIVE** – BP/City Council Discretionary – PIN# 08PO178201R0X00 – AMT: \$105,000.00 – TO: Sunnyside Community Services, 43-31 39th Street, Sunnyside, NY 11104.

☛ m15

HOMELESS SERVICES

■ SOLICITATIONS

Goods & Services

ON CALL TRAVEL SERVICES – Competitive Sealed Bids – PIN# 07108S031185 – DUE 06-09-08 AT 11:00 A.M. – A

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. As part of this effort, the City is pleased to announce the following contracting opportunities for construction/construction services and construction-related services.

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■ SOLICITATIONS

Services (Other Than Human Services)

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Kingsborough Community College, 2001 Oriental Blvd., Brooklyn, NY 11235. Lynn Relay (718) 368-5034, lrelay@kbcc.cuny.edu

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CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ AWARDS

Goods

EMC SYSTEMS PERIPHERALS (STORAGE) - FISA – Intergovernmental Purchase – PIN# 857801342 – AMT: \$226,628.00 – TO: EMC Corporation, 176 South Street, Hopkinton, MA 01748. NYS Contract #PT 60953.

mandatory pre-bid conference has been scheduled at 10:00 A.M. on Wednesday, May 28, 2008 at 33 Beaver Street, 13th Floor Conference Room, New York, NY 10004.

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. Anthony Salako (212) 361-8445, asalako@dhs.nyc.gov

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OFF-TRACK BETTING

PURCHASING DEPARTMENT

■ SOLICITATIONS

Services

BACKGROUND DATA CHECKS – Competitive Sealed Bids – PIN# 086417001 – DUE 06-03-08 AT 2:30 P.M.
● **EXTERIOR SIGN SERVICES** – Competitive Sealed Bids – PIN# 087577922 – DUE 06-03-08 AT 2:50 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.
Off-Track Betting Corporation, Purchasing Department, 1501 Broadway, 11th Floor, New York, NY 10036. Joyce Rodriguez (212) 221-5200 ext. 1-5241.

☛ m15

SCHOOL CONSTRUCTION AUTHORITY

CONTRACT ADMINISTRATION

■ SOLICITATIONS

Construction / Construction Services

PARAPETS/LOW VOLTAGE – Competitive Sealed Bids – PIN# SCA08-11239D-1 – DUE 06-03-08 AT 12:00 P.M. – PS 9 (Brooklyn). Project Range: \$2,780,000.00 to \$2,925,000.00. 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, Plans Room Window Room #1046, 30-30 Thomson Avenue, 1st Floor Long Island City, New York 11101 (718) 752-5849.

☛ m15-21

SCIENCE LAB UPGRADE – Competitive Sealed Bids – PIN# SCA08-004375-1 – DUE 06-04-08 AT 10:00 A.M. – 2 Various Schools - P.S. 150/P.S. 284 (Brooklyn). Project Range: \$1,390,000.00 to \$1,465,000.00. 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, Plans Room Window Room #1046, 30-30 Thomson Avenue, 1st Floor Long Island City, New York 11101 (718) 752-5868.

☛ m15-21

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

☛ m15

■ 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) 669-8562.

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) 669-8562.

j4-jy17

DESIGN & CONSTRUCTION

■ SOLICITATIONS

Construction / Construction Services

RECONSTRUCTION AND REPLACEMENT OF BROKEN WATER MAINS ON AN EMERGENCY BASIS, CITYWIDE – Request for Qualifications – PIN# 8502008W0011C – DUE 06-02-08 AT 4:00 P.M. – Project No: GE-347. Request pre-qualification forms in person, from: Mr. Gurdir Saini, P.E., Assistant Commissioner, Infrastructure/Design Department of Design and Construction, 30-30 Thomson Avenue, 3rd Floor, Long Island City, NY 11101.

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 Design and Construction
 30-30 Thomson Avenue, 3rd Floor, Long Island City, NY 11101. Raj Rajnikant (718) 391-2205.

m13-19

EDUCATION

DIVISION OF CONTRACTS AND PURCHASING

■ SOLICITATIONS

Services

SCHOOL BASED MENTAL HEALTH AND BEHAVIORAL SERVICE – RFP – PIN# R0695040 – DUE 06-09-08 AT 5:00 P.M. – To download, please go to <http://schools.nyc.gov/offices/dcp/vendor/pqs/default.htm>. If you cannot download, send an e-mail to Basssana@schools.nyc.gov with your company name, address, phone, fax and e-mail address. The New York City Department of Education (NYCDOE), and Office of School Health (OSH), is requesting proposals from organizations qualified to expand and/or establish new school sites to provide School Based Mental Health and Behavioral Services. This PQS specifically seeks proposals from organizations licensed under NYS Department of Health Article 31 (School-Based Mental Health) and Article 28 (School-Based Health Centers). There will be a pre-proposal conference on May 21, 2008, at 12:00 P.M., located at 131 Livingston Street, 5th Floor, Room 508, Brooklyn, NY 11201.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/ blueprints; other information; and for opening and reading of bids at date and time specified above.
 NYCDOE, Division of Contracts and Purchasing, Room 1201 65 Court Street, Brooklyn, NY 11201, (718) 935-2300
<http://schools.nyc.gov/dcp>

m15

FINANCE

■ INTENT TO AWARD

Services (Other Than Human Services)

PROVISION OF COMPREHENSIVE MAINTENANCE SERVICES FOR THE CITY'S AUTOMATED CITY REGISTER INFORMATION SYSTEM (ACRIS) – Negotiated Acquisition – PIN# 83620081211627 – DUE 05-29-08 AT 3:00 P.M. – Compelling need to extend current contract with Bearingpoint, Inc., 200 Vesey Street, 14th Floor, New York, NY 10281, to prepare for a new procurement.

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 Finance, 1 Centre Street, Room 1040, NY, NY 10007. Robert Schaffner (212) 669-4477, schafferr@finance.nyc.gov

m13-19

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

MAINTENANCE SUPPLIES – Competitive Sealed Bids – PIN# 22208105 – DUE 05-29-08 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.
 Generations+ / Northern Manhattan Health Network c/o Lincoln Hospital Center, 234 East 149th Street, Bronx, NY 10451. Jannett Olivera, Assistant Coordinating Mgr., (718) 579-5992.

m15

TEMPERATURE THERMOCOUPLE RECORDER – Competitive Sealed Bids – PIN# 000041208045 – DUE 06-05-08 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.
 Coler/Goldwater Memorial Hospital, 1 Main Street, Roosevelt Island, New York, NY 10044. Bid package, please contact: Starr Kollrore at (212) 318-4260.

m15

VARIOUS PLUMBING SUPPLIES – Competitive Sealed Bids – PIN# 22208106 – DUE 05-29-08 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.
 Generations+ / Northern Manhattan Health Network for Harlem Hospital Center c/o Lincoln Hospital Center 234 East 149th Street, Bronx, NY 10451. Junior Cooper (718) 579-5096.

m15

PARAGUARD IUD'S – Competitive Sealed Bids – PIN# 21108060A-REBID – DUE 05-06-08 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.
 Generations+ / Northern Manhattan Health Network for Metropolitan Hospital c/o Lincoln Hospital Center 234 East 149th Street, Bronx, NY 10451. Erik Bryan, Procurement Analyst II, (718) 579-5532.

m15

VINYL WALL COVERING – Competitive Sealed Bids – PIN# 62108005 – DUE 05-29-08 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.
 Generations+ / Northern Manhattan Health Network for Metropolitan Hospital c/o Lincoln Hospital Center 234 East 149th Street, Bronx, NY 10451. Jannet Olivera, Procurement Analyst II, (718) 579-5992.

m15

HEALTH AND MENTAL HYGIENE

AGENCY CHIEF CONTRACTING OFFICER

■ SOLICITATIONS

Human / Client Service

NEW YORK/NEW YORK III SUPPORTED HOUSING CONGREGATE – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 81608PO0763 – DUE 02-13-09 AT 3:00 P.M. – The New York City Department of Health and Mental Hygiene (DOHMH) is issuing a RFP to establish 3,000 units of citywide supportive housing in newly constructed or rehabilitated single-site buildings for various homeless populations pursuant to the New York/New York III Supportive Housing agreement. The subject RFP will be open-ended and proposals will be accepted on an on-going basis. Beginning on February 16, 2007, RFPs may be picked up in person at the address below, between the hours of 10:00 A.M. and 4:00 P.M. on business days only. The RFP is also on line at: <http://www.nyc.gov/html/doh/html/acco/acco-rfp-nycongregate-20070117-form.shtml> A pre-proposal conference will be held on March 6, 2007 at 2:00 P.M. at 125 Worth Street, 2nd Floor Auditorium, New York, NY. Any questions regarding this RFP must be sent in writing in advance to Karen Mankin at the above address or fax to (212) 219-5890. All questions submitted will be answered at the Pre-Proposal conference. All proposals must be hand delivered at the Agency Chief Contracting Officer, Room 812, New York, NY 10013.

As a minimum qualification requirement for (1) the serious and persistent mentally ill populations, the proposer must be incorporated as a not-for-profit organizations, and (2) for the young adult populations, the proposer must document site control and identify the source of the capital funding and being used to construct or renovate the building.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/ blueprints; other information; and for opening and reading of bids at date and time specified above.
 Health and Mental Hygiene, 93 Worth Street, Room 812 New York, NY 10013. Karen Mankin (212) 219-5873 kmankin@health.nyc.gov

f16-jy30

■ AWARDS

FAMILY PLANNING – BP/City Council Discretionary – PIN# 08MS163201R0X00 – AMT: \$360,000.00 – TO: Community Healthcare Network, Inc., 79 Madison Avenue, New York, NY 10016.
● GERIATRIC MENTAL HEALTH INITIATIVE – BP/City Council Discretionary – PIN# 08PO178201R0X00 – AMT: \$105,000.00 – TO: Sunnyside Community Services, 43-31 39th Street, Sunnyside, NY 11104.

m15

HOMELESS SERVICES

■ SOLICITATIONS

Goods & Services

ON CALL TRAVEL SERVICES – Competitive Sealed Bids – PIN# 07108S031185 – DUE 06-09-08 AT 11:00 A.M. – A mandatory pre-bid conference has been scheduled at 10:00 A.M. on Wednesday, May 28, 2008 at 33 Beaver Street, 13th Floor Conference Room, New York, NY 10004.

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.
 Anthony Salako (212) 361-8445, asalako@dhs.nyc.gov

m15

OFFICE OF CONTRACTS AND PROCUREMENT

■ SOLICITATIONS

Human / Client Service

SAFE HAVEN OPEN-ENDED RFP – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 071-08S-04-1164 – DUE 08-27-10 – The Department of Homeless Services has issued an Open Ended Request for Proposals (PIN 071-08S-04-1164) as of August 27, 2007 seeking appropriately qualified vendors to develop and operate a stand-alone Safe Haven for chronic street homeless single adults and/or adult couples without minor children.

There is no due date for proposals under this RFP. Proposals will be reviewed by the Department as they are received and contracts will be awarded on an on-going basis until the Department's needs are met.

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.
 Suellen Schulman (212) 361-8400, ssschulma@dhs.nyc.gov

a27-f12

CORRECTION: TRANSITIONAL RESIDENCES FOR HOMELESS/DROP-IN CENTERS

– Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 071-00S-003-262Z – DUE 01-02-09 AT 2:00 P.M. – CORRECTION: 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. Request for proposals is also available on-line at www.nyc.gov/cityrecord

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

f29-d31

HOUSING AUTHORITY

CAPITAL PROJECTS DIVISION

■ SOLICITATIONS

Construction / Construction Services

BRICK REPAIR AT VARIOUS LOCATIONS (BROOKLYN AND STATEN ISLAND) – Competitive Sealed Bids – PIN# BW7023194 – DUE 05-30-08 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. Gloria Guillo, MPA, CPPO, (212) 306-3121 gloria.guillo@nycha.nyc.gov

m9-15

JUVENILE JUSTICE

■ SOLICITATIONS

Human / Client Service

CORRECTION: PROVISION OF NON-SECURE DETENTION CENTERS – Negotiated Acquisition – Judgment required in evaluating proposals - PIN# 13007DJJ001 – DUE 11-14-08 AT 3:00 P.M. – CORRECTION: The NYC Department of Juvenile Justice (DJJ) is seeking one or more appropriately qualified vendors to provide non-secure detention services for youth. Services shall include, but not be limited to, custody, basic youth care, food, clothing, shelter, education, health care, recreation, court related services, social work and case management services, social skills instruction, group sessions and monitoring and supervision of these services. In addition, the contract will require that a defibrillator shall be located in each program facility and that all staff requiring CPR training shall be certified in use of said defibrillator.

Each program facility will provide at least 10 and no more than 12 beds in accordance with the applicable regulations promulgated by the New York State Office of Children and Family Services (NYS OCFS), 9 N.Y.C.R.R. Section 180 et seq. The Department is seeking to provide services at facilities that will be operational at any time from January 1, 2007 to December 31, 2010. A vendor may submit an offer for more than one Facility Option. Current Agency vendors operating non-secure group homes that have contracts

expiring in calendar year 2006 are urged to respond to this solicitation.

All program facilities shall be appropriately equipped to provide services for male or female youth as required by the Department, and be located in one of the five boroughs. The term of the contracts awarded from this solicitation will be for three years and will include an additional three-year option to renew. The anticipated maximum average annual funding available for each contract will be \$1,067,000, excluding start-up costs. Proposed start-up costs will be considered in addition to the proposed annual line item budget. Greater consideration will be given to applicants offering more competitive prices.

If your organization is interested in being considered for award of the subject contract, please hand deliver a written expression of interest addressed to my attention at 110 William Street, 13th Floor, New York, NY 10038. The expression of interest should specifically address the following:

1. Indicate each program facility for which the vendor is submitting.

2. Describe each proposed facility, its location, and proposed date of operation.

3. Attach appropriate documentation demonstrating the current use of each proposed facility and the vendor's site control of the facility for a period of at least 3 years.

4. For each proposed facility,

a) Indicate the number of beds to be provided and demonstrate that the facility has the capacity to provide the indicated number of beds.

b) Demonstrate that the facility will be appropriately equipped to provide services for male or female youth.

5. Demonstrate the vendor's organizational capability to:

a) Provide the indicated number of beds at each proposed facility. (If the vendor is a current provider, also demonstrate the capability to provide the indicated number of beds in addition to those already provided.)

b) Ensure that each proposed facility will be fully operational by required date in accordance with the applicable regulations promulgated by the New York State Office of Children and Family Services (NYS OCFS), 9 N.Y.C.R.R. Section 180 et seq.

6. Demonstrate the quantity and quality of the vendor's successful relevant experience.

7. Attach for each proposed facility three-year annual line item operating budget. Include staffing details. Proposed start up costs should be included in addition to the proposed three-year annual line item operating budget.

All expressions of interest received in the manner set forth will be reviewed to determine if they are responsive to the material requirements of this solicitation. Expressions of interest determined to be non-responsive will not be further considered. Expressions of interest determined to be responsive will be considered in terms of the following factors:

- Appropriateness of each proposed facility.
- Demonstrated site control of each proposed facility.
- Demonstrated level of organizational capability to provide the proposed number of beds and to ensure that each proposed facility is fully operational by the applicable requisite date.
- Demonstrated quantity and quality of successful relevant experience.
- Annual budget amount and cost effectiveness of the budget.

The Department will enter into negotiations with the vendor(s) determined to be the best qualified at the time of evaluation, based on consideration of the above-cited factors. A contract will be awarded to the responsible vendor(s) whose offer(s) is/are determined to be the most advantageous to the City, taking into consideration the price and the other factors set forth in this solicitation. In the case that a vendor is eligible for award of more than one program facility, the Department reserves the right, based upon the vendor's demonstrated organizational capability and the best interest of the City, respectively, to determine how many and for which program facility(ies) the vendor will be awarded a contract.

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 Juvenile Justice, 110 William Street
20th Floor, New York, NY 10038.
Chuma Uwechia (212) 442-7716, cuwechia@djj.nyc.gov

n20-13

OFF-TRACK BETTING

PURCHASING DEPARTMENT

■ SOLICITATIONS

Services

BACKGROUND DATA CHECKS – Competitive Sealed Bids – PIN# 086417001 – DUE 06-03-08 AT 2:30 P.M.

● **EXTERIOR SIGN SERVICES** – Competitive Sealed Bids – PIN# 087577922 – DUE 06-03-08 AT 2:50 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.

Off-Track Betting Corporation, Purchasing Department
1501 Broadway, 11th Floor, New York, NY 10036.
Joyce Rodriguez (212) 221-5200 ext. 1-5241.

m15

PARKS AND RECREATION

CAPITAL PROJECTS DIVISION

■ INTENT TO AWARD

Construction Related Services

DESIGN AND CONSTRUCTION SUPERVISION SERVICES – Sole Source – Available only from a single source – PIN# 8462007M271DC1 – DUE 05-28-08 AT 4:30 P.M. – The Department of Parks and Recreation, Capital

Projects Division, intends to enter into Sole Source negotiations with Harlem RBI, to provide Design and Construction Supervision services for the Reconstruction of two Harlem RBI Ballfields, located at East 101st Street, between 1st and 2nd Avenues, Manhattan.

Any firms that would like to express their interest in providing services for similar projects in the future may do so. All expressions of interest must be in writing to the address listed here and received by May 28, 2008. You may join the City Bidders list by filling out "NYC-FMS Vendor Enrollment Application" available on-line at "NYC.gov/selltonyc" and on hard copy by calling the Vendor Enrollment Center at (212) 857-1680.

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

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

m14-20

SCHOOL CONSTRUCTION AUTHORITY

CONTRACT ADMINISTRATION

■ SOLICITATIONS

Construction / Construction Services

LOW VOLTAGE ELECTRICAL/FIRE ALARM REPLACEMENT – Competitive Sealed Bids – PIN# SCA08-11482D-1 – DUE 06-03-08 AT 1:30 P.M. – PS 121 (Bronx). Project Range: \$1,430,000.00 to \$1,510,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5852.

m14-20

EXTERIOR MASONRY/WATER ISSUES – Competitive Sealed Bids – PIN# SCA08-004370-1 – DUE 06-02-08 AT 12:30 P.M. – PS 68 (Queens). Project Range: \$1,560,000.00 to \$1,645,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5843.

m13-19

EXTERIOR MASONRY, PARAPETS – Competitive Sealed Bids – PIN# SCA08-11509D-1 – DUE 05-28-08 AT 2:30 P.M. – PS 214 (Queens). Project Range: \$1,500,000.00 to \$1,580,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5854.

m9-15

SCIENCE LABS – Competitive Sealed Bids – PIN# SCA08-004366-1 – DUE 05-28-08 AT 12:30 P.M. – Four (4) Various Schools (Queens). Project Range: \$2,730,000.00 to \$2,880,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5843.

m9-15

FLOOR ELIMINATION – Competitive Sealed Bids – PIN# SCA08-11155D-1 – DUE 06-04-08 AT 11:30 A.M. – PS 1 (Manhattan). Project Range: \$3,180,000.00 to \$3,345,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5854.

m14-20

ELECTRICAL AND SAFETY SYSTEMS UPGRADE – Competitive Sealed Bids – PIN# SCA08-11487D-1 – DUE 05-30-08 AT 11:30 A.M. – PS 32 (Bronx). Project Range: \$1,170,000.00 to \$1,233,000.00.

● **WINDOW AND ROOF REPLACEMENT/PARAPETS** – Competitive Sealed Bids – PIN# SCA08-11263D-1 – DUE 05-30-08 AT 3:00 P.M. - District Office 13 (Brooklyn).

Project Range: \$1,830,000.00 to \$1,930,000.00.

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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5288.

m9-15

SCIENCE LAB SUITE – Competitive Sealed Bids – PIN# SCA08-11664D-1 – DUE 05-30-08 AT 11:00 A.M. – Metropolitan Corporate Academy HS (Brooklyn). Project Range: \$2,540,000.00 to \$2,671,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5868.

m9-15

ELECTRICAL SYSTEM AND DOMESTIC PIPING

Competitive Sealed Bids – PIN# SCA08-11245D-1 – DUE 05-28-08 AT 2:00 P.M. – Newtown HS (Queens). Project Range: \$2,090,000.00 to \$2,203,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5868.

m12-16

FINAL CERTIFICATE OF OCCUPANCY FOR MULTICAMPUS WORK/PUBLIC ADDRESS SYSTEM

Competitive Sealed Bids – PIN# SCA08-11403D-1 – DUE 06-02-08 AT 2:00 P.M. – Erasmus Hall HS (Brooklyn). Project Range: \$1,620,000.00 to \$1,710,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5843.

m14-20

PARAPETS/LOW VOLTAGE – Competitive Sealed Bids – PIN# SCA08-11239D-1 – DUE 06-03-08 AT 12:00 P.M. – PS 9 (Brooklyn). Project Range: \$2,780,000.00 to \$2,925,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5849.

m15-21

AUDITORIUM UPGRADE AND CONTAINERIZATION – Competitive Sealed Bids – PIN# SCA08-11231D-1 – DUE 06-02-08 AT 10:30 A.M. – PS 191 (Brooklyn). Project Range: \$1,520,000.00 to \$1,600,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5868.

m13-19

AUDITORIUM UPGRADE, SAFETY SYSTEMS – Competitive Sealed Bids – PIN# SCA08-11233D-1 – DUE 06-02-08 AT 3:00 P.M. – PS 50 (Queens). Project Range: \$1,220,000.00 to \$1,282,000.00. 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, Plans Room Window
Room #1046, 30-30 Thomson Avenue, 1st Floor
Long Island City, New York 11101, (718) 752-5854.

m13-19

ELECTRICAL SYSTEM/AUDITORIUM UPGRADE – Competitive Sealed Bids – PIN# SCA08-11367D-1 – DUE 06-03-08 AT 2:00 P.M. – PS 114 (Queens). Project Range: \$1,080,000.00 to \$1,135,000.00. 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, Plans Room Window Room #1046, 30-30 Thomson Avenue, 1st Floor Long Island City, New York 11101, (718) 752-5849.

m14-20

SCIENCE LAB UPGRADE – Competitive Sealed Bids – PIN# SCA08-004380-1 – DUE 06-03-08 AT 3:30 P.M. – Various Schools in Brooklyn - P.S. 202, P.S. 306, and P.S. 328. Project Range: \$1,700,000.00 to \$1,793,000.00. 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, Plans Room Window Room #1046, 30-30 Thomson Avenue, 1st Floor Long Island City, New York 11101, (718) 472-8284.

m13-19

SCIENCE LABS – Competitive Sealed Bids – PIN# SCA08-004367-1 – DUE 05-30-08 AT 1:00 P.M. – PS 47/PS 124/PS 207 (Queens). Project Range: \$2,110,000.00 to \$2,225,000.00. 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, Plans Room Window Room #1046, 30-30 Thomson Avenue, 1st Floor Long Island City, New York 11101, (718) 752-5854.

m12-16

SCIENCE LAB UPGRADE – Competitive Sealed Bids – PIN# SCA08-004372-1 – DUE 05-29-08 AT 12:00 P.M. – Bronx HS for Performance/IS 98 (Bronx). Project Range: \$1,870,000.00 to \$1,970,000.00. 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, Plans Room Window Room #1046, 30-30 Thomson Avenue, 1st Floor Long Island City, New York 11101, (718) 752-5854.

m13-19

CLIMATE CONTROL – Competitive Sealed Bids – PIN# SCA08-11351D-1 – DUE 05-30-08 AT 1:00 P.M. – PS 106 (Brooklyn). Project Range: \$1,180,000.00 to \$1,245,000.00. 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, Plans Room Window Room #1046, 30-30 Thomson Avenue, 1st Floor Long Island City, New York 11101, (718) 472-8360.

m12-16

SCIENCE LAB UPGRADE – Competitive Sealed Bids – PIN# SCA08-004375-1 – DUE 06-04-08 AT 10:00 A.M. – 2 Various Schools - P.S. 150/P.S. 284 (Brooklyn). Project Range: \$1,390,000.00 to \$1,465,000.00. 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, Plans Room Window Room #1046, 30-30 Thomson Avenue, 1st Floor Long Island City, New York 11101, (718) 752-5868.

m15-21

LOW VOLTAGE ELECTRICAL SYSTEMS – Competitive Sealed Bids – PIN# SCA08-11398D-1 – DUE 06-02-08 AT 1:30 P.M. – PS 620 Thomas Edison HS (Queens). Project Range: \$1,290,000.00 to \$1,365,000.00. 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, Plans Room Window Room #1046, 30-30 Thomson Avenue, 1st Floor Long Island City, New York 11101, (718) 752-5843.

m14-20

TRANSPORTATION

DIVISION OF FRANCHISES, CONCESSIONS AND CONSENTS

■ INTENT TO AWARD

Services (Other Than Human Services)

BEVERAGE AND SNACK VENDING MACHINES – Competitive Sealed Bids – PIN# 84108MBAD331 – DUE 06-17-08 AT 11:00 A.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Transportation, 40 Worth Street, Room 940, New York, NY 10013 or <http://www.nyc.gov/dot>.
Simone Avery (646) 248-0384, savery@dot.nyc.gov
DOT, Chief Contracting Officer, Contracts Unit, 40 Worth Street, Room 824A, New York, NY 10013.

m12-23

AGENCY RULES

BUILDINGS

■ NOTICE

NOTICE OF OPPORTUNITY TO COMMENT ON PROPOSED RULE RELATING TO THE DEFINITION OF EXISTING BUILDING.

Notice is hereby given pursuant to the authority vested in the Commissioner of Buildings by section 643 of the New York City Charter, and in accordance with section 1043 of the Charter and Section 27-123.3 of the NYC Administrative Code, that the Department of Buildings proposes to add a new Section §101-01 to Title 1 of the Official Compilation of the Rules of the City of New York. Matter underlined is new.

A public hearing on the proposed rule will be held at the Executive Offices of the Department of Buildings, 280 Broadway, 3rd Floor Conference Room New York, New York on June 18, 2008, at 2:30 P.M. Written comments regarding the proposed rule may be submitted to Phyllis Arnold, Chief Code Counsel, New York City Department of Buildings, 280 Broadway, New York, New York 10007, on or before June 18, 2008.

Written comments and an audio tape of oral comments received at the hearing will be available for public inspection, within a reasonable time after receipt, between the hours of 9:00 A.M. and 5:00 P.M. at the Office of the Commissioner, Executive Offices, Department of Buildings.

Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be provided at the hearing are asked to notify Jon Bosse, Senior Code Counsel, at the foregoing address by May 29, 2008.

This rule was not included in the agency's regulatory agenda.

Section 1. It is proposed to amend Title 1 of the Rules of the City of New York by adding a new subchapter A of chapter 100, to read as follows:

Subchapter A Administration

§101-01 Definition of existing building. For the purposes of section 27-123.3 of the administrative code, the term "existing building" shall mean a building in existence prior to December 6, 1968 or a building constructed in accordance with the building laws and regulations in force prior to such date. For the purposes of section 27-123.1 of the administrative code, the term "existing building" shall mean a building in existence prior to the effective date of local law number 58 of 1987 (August 5, 1987). For the purposes of section 27-123.2 of the administrative code, the term "existing building" shall mean a building in existence prior to the effective date of local law number 10 of 1999 (March 24, 1999).

§2. This rule shall take effect July 1, 2008.

STATEMENT OF BASIS AND PURPOSE

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

The proposed rule clarifies an ambiguity created by the addition in Local Law 33 of 2007 of Administrative Code section 27-123.3, which defines an existing building in a way that differs from the definitions of the same term set forth in sections 27-123.1 and 27-123.2 of the Administrative Code. This rule proposes to make clear that, notwithstanding the language of section 27-123.3, the provisions of Local Law 58 of 1987 apply to buildings in existence prior to the effective date of that local law (August 5, 1987), to the extent provided in section 27-123.1, and, further, that the provisions of Local Law 10 of 1999 apply to buildings in existence prior to the effective date of that local law (March 24, 1999), to the extent provided in section 27-123.2.

m15

CAMPAIGN FINANCE BOARD

■ NOTICE

Notice of Final Rules

IN COMPLIANCE WITH SECTION 1043 OF THE NEW YORK CITY CHARTER, and exercising authority vested in the Campaign Finance Board (the "Board") under Chapter 46 of the New York City Charter (including, but not limited to, Sections 1052(a)(8) and 1052(a)(12) thereof) and under the New York City Campaign Finance Act (the "Act") (including, but not limited to, Section 3-708(8) of the New York City

Administrative Code), the Board hereby adopts amendments to the Campaign Finance Board Rules. Underscoring denotes additions; ~~strikeout~~ denotes deletions.

I. Explanation, Basis, and Purpose

The Campaign Finance Board Rules are codified in Chapter 52 of the Rules Compilation of the City of New York. The subject matter of this rulemaking was described in the Board's regulatory agenda for fiscal year 2008, published in *The City Record* on April 23, 2007.

The amendments effect the following specific changes and will take effect thirty days after final publication in *The City Record*:

Changes to the following rules conform the Board's Rules to recent amendments to the New York City Campaign Finance Act (Administrative Code §§ 3-701, *et seq.*) (the "Act") contained in Local Law Nos. 34 and 67 of 2007: 1-04(c) (returning receipts); 2-12 (mandatory training); 3-03(c) (disclosure statement contents); 4-01(b)(5) (intermediary contribution statements); 4-05(b) (audit training); 5-01(a) (payment procedure); 5-01(d) (validity of matchable contribution claims and projected rate of invalid claims); 7-02(c) (notice and opportunity to contest). Ten additional amendments are described below:

Definitions (Rule 1-02)

The new rule defines the term "advance."

Contributions from Political Committees (Rule 1-04(d))

The amendments clarify that participants may only accept contributions from political committees that have registered with the Board for the current election.

Contribution Limit; Prohibited Contributions (Rule 1-07(c))

The amendments clarify that the requirement that candidates demonstrate that any transferred funds derive solely from contributions for which the candidate has obtained records demonstrating the contributors' intent to designate the contributions for the covered election applies only to participants.

Filer Registration (Rule 1-11)

The amendments clarify the requirements for the filer registration.

Certification (Rule 2-01)

The amendments clarify the requirements for the certification.

Breach of Certification (Rule 2-02)

The amendment clarifies that the submission of substantial false information or documentation to the Board in order to avoid a finding of violation or a repayment determination will be considered a breach of certification.

First Disclosure Statement (Rule 3-02(a)(2))

The amendments clarify the filing requirements for the first disclosure statement for a special election.

Deposit Slips (Rule 4-01(b)(1))

The amendments clarify that the candidate must create a record of each deposit if the candidate's bank or depository does not provide itemized deposit slips.

Custodian and Location of Records (Rule 4-03(b))

The amendments clarify certain requirements related to candidate records.

Payment by Electronic Funds Transfer (Rule 5-01(u))

The new rule requires all candidates to be paid by electronic funds transfer unless the Board determines to make payment using an alternative method.

II. Final Rules

Definitions (Rule 1-02)

A new definition is added as follows:

"Advance" means a payment for goods or services on behalf of a campaign made with the expectation that the payment will be reimbursed by the campaign. An advance is considered to be an in-kind contribution from the person making the advance until it has been reimbursed by the campaign, and a campaign may not accept an advance from a prohibited source.

Returning Receipts (Rule 1-04(c))

Campaign Finance Board Rule 1-04(c) is amended as follows:

(c) Returning receipts.

- (1) **Excess and prohibited contributions.** When a candidate knows or has reason to know that he or she has accepted a contribution, contributions, or aggregate contributions from a single source in excess of the applicable contribution limit, including a contribution or contributions from a contributor having business dealings with the city, or from a source prohibited by the Act or the Charter, the candidate shall promptly return the excess portion or prohibited contribution, as the case may be, by bank check or certified check made out to the contributor; provided, however, that in the case of a contribution from a contributor having business dealings with the city in excess of the applicable limitation set forth in §3-703(1-a) of the Code, the candidate shall return the excess portion of such contribution within 20 days of receipt of notice from the Board that the contribution exceeds such limitation. Alternatively, if return of the contribution to the contributor is impracticable, the candidate may pay to the Fund an amount equal to the amount of the prohibited contribution or the excess portion, as the case may be. Remedial actions taken pursuant to this rule will not, however, preclude imposition of a penalty under the Act; provided, however, that no violation shall issue and no penalty shall be imposed where the excess portion of a contribution from a contributor having business dealings with the city is postmarked or

delivered within 20 days of receipt of notification from the Board. The Board shall provide such notification to the candidate within 20 days of the reporting of the contribution, or, in the case of a contribution reported during the six weeks preceding the candidate's next covered election, the Board shall provide such notification within 3 business days; provided, however, that if such twentieth day is a Saturday, Sunday, or legal holiday, notification by the Board by 5 p.m. on the next business day shall be considered timely. A candidate may not accept any contributions in excess of the applicable contribution limits or from sources prohibited by the Act or the Charter.

- (2) **Restrictions on return.** Because participants must repay to the Board unspent campaign funds after an election, participants receiving public funds must accept and deposit all monetary receipts received for an election. A participant may not reject or return any contributions received before the first January 12 after the election once he or she has received public funds, except if the contribution: (i) exceeds the contribution limit, including the limit applicable to contributors having business dealings with the city, (ii) is otherwise illegal, (iii) is returned because of the particular source involved, or (iv) was deposited in a separate account pursuant to Rule 2-06(c) for a runoff election that is not held.

Contributions from Political Committees (Rule 1-04(d))

Campaign Finance Board Rule 1-04(d)(1) is amended as follows:

(d) Contributions from political committees.

- (1) Pursuant to §3-703(1)(k) of the Code, ~~participants a participant~~ may not accept ~~contributions a contribution~~ from a political committee, unless the political committee has registered with the Board pursuant to §3-707 of the Code for the period that includes the participant's next covered election ~~which requires registration within ten days after the Board next publishes a list of registered political committees or so registers within ten days of receipt of the contribution.~~ The registration shall be submitted in such form and manner as shall be determined by the Board and shall include such information as may be required by the Board, including:

Contribution Limit; Prohibited Contributions (Rule 1-07(c))

Campaign Finance Board Rule 1-07(c) is amended as follows:

(c) Contribution limit; prohibited contributions. Candidates have the burden of demonstrating that surplus funds and transfers of funds from committees not otherwise involved in the covered election do not derive from: (1) contributions in excess of the Act's contribution limits, including contributions that would exceed the Act's contribution limits when aggregated with other contributions accepted from the same source; or (2) contributions from sources prohibited by the Act or the Charter. In addition, ~~candidates participants~~ have the burden of demonstrating that funds transferred from a committee, other than another principal committee of the same candidate, derive solely from contributions for which records demonstrating the contributors' intent to designate the contributions for the covered election, ~~as required pursuant to Rule 3-03(c)(2),~~ have been submitted and maintained as required pursuant to Rules 3-03(c)(2) and 4-01(b)(8), respectively.

Filer Registration (Rule 1-11)

Campaign Finance Board Rule 1-11 is amended as follows:

Rule 1-11 Filer Registration.

Not later than the day that a candidate files the first disclosure statement for an election, the candidate shall submit a filer registration form. The filer registration form shall include:

- (a) the candidate's name, address information and telephone numbers, e-mail address, and employment information;
- (b) the name and mailing address, and treasurer name, treasurer address information and telephone numbers, ~~treasurer e-mail address,~~ and treasurer employment information, of every political committee authorized by the candidate that has not been terminated, and, in the case of a participant or limited participant, an indication of which such committee is the principal committee;
- (c) the name, mailing address, e-mail address, and telephone number of any person designated by the candidate to act as liaison with the Board for each committee filing disclosure statements;
- (d) identification of all bank accounts and other depository accounts, including merchant accounts, into which receipts have been, or will be, deposited; and
- (e) other information as required by the Board.

The candidate shall notify the Board of any material change, including any change to any required address information, telephone number, or e-mail address, in the filer registration form in such manner as may be provided by the Board.

Certification (Rule 2-01)

Campaign Finance Board Rules 2-01(a) and (d) are amended as follows:

(a) Contents. The candidate shall specify in the certification whether he or she is joining the Program as a participant pursuant to §3-703 of the Code or as a limited participant pursuant to §3-718 of the Code. The certification shall include all filer registration information required by Rule 1-11 and such other information as required by the Board, including all information necessary to receive payment by electronic funds transfer. In the certification, the participant or limited participant shall designate a principal committee. A candidate filing the certification as a limited participant shall affirm that he or she has a sufficient amount of personal funds to fund his or her own campaign. A candidate's personal funds or property shall include his or her funds or property jointly held with his or her spouse, domestic partner, or unemancipated children.

(d) Amendments. The participant or limited participant shall notify the Board of any material change in the information submitted pursuant to this rule, including, but not limited to any change to any address information, telephone number, or e-mail address included in the filer registration information required by Rule 1-11, in such manner as may be provided by the Board and no later than the next deadline for filing a disclosure statement. If, based upon a reasonable belief that there has been a material change in the information submitted, the Board requests an amendment, the participant or limited participant shall submit promptly any amendment necessary in such manner as may be provided by the Board. Notification of any change to the candidate's or treasurer's information included in the certification must be made to the Board for six (6) years after the date of the last election to which the certification relates.

Breach of Certification (Rule 2-02)

Campaign Finance Board Rule 2-02 is amended as follows:

Rule 2-02 Breach of Certification.

The Board considers each of the following activities to be a fundamental breach of the obligations affirmed and accepted by the participant or limited participant in the certification:

- (a) submission of a disclosure statement which the participant knew or should have known includes substantial fraudulent matchable contribution claims;
- (b) use of public funds to make or reimburse substantial campaign expenditures which the participant knew or should have known were fraudulent;
- (c) cooperation in alleged independent expenditures, whereby material or activity that directly or indirectly assists or benefits a participant's or limited participant's nomination or election, which is purported to be paid by independent expenditures, was in fact authorized, requested, suggested, fostered, or cooperated in by the participant or limited participant; ~~and~~
- (d) use of a political committee or other entity over which a participant or limited participant exercises authority to conceal from the Board expenditures that directly or indirectly assist or benefit the participant's or limited participant's nomination or election; ~~and~~
- (e) submission of substantial information which the participant or limited participant knew or should have known was false, or the submission of substantial documentation which the participant or limited participant knew or should have known was fabricated or falsified, which would avoid a finding of violation or public funds repayment determination.

In the event of a fundamental breach, the participant will be deemed by the Board to be ineligible for public funds and to have forfeited all public funds previously received for the elections covered by the certifications and the participant or limited participant will be subject to such civil and criminal sanctions as are applicable under §3-711 of the Code and other applicable law. This rule is not intended to be an enumeration of all circumstances that may constitute a fundamental breach of obligations, as may be determined by the Board.

Mandatory Training (Rule 2-12)

Campaign Finance Board Rule 2-12 is amended as follows:

Rule 2-12 Mandatory Training.

Participating candidates, their campaign managers, treasurers or persons with significant managerial control over a campaign shall be required to attend a training provided by the Board concerning compliance with the requirements of the Program and use of the Program software. For purposes of determining compliance with this rule, "persons with significant managerial control" shall not include campaign consultants, and the individual attending the training must be listed on the candidate's filer registration.

First Disclosure Statement (Rule 3-02(a)(2))

Campaign Finance Board Rule 3-02(a)(2) is amended as follows:

- (2) In a special election held to fill a vacancy, a candidate's first disclosure statement is due 32 days before the election unless otherwise provided by New York Election Law. As provided pursuant to New York Election Law, if the first disclosure statement for a special election is otherwise due within a period of five days of a required semi-annual disclosure statement, the candidate may file a single combined statement on the date on which the latter of the two separate statements is required to be filed.

Disclosure Statement Contents (Rule 3-03(c))

Campaign Finance Board Rules 3-03(c)(4) and (7) are amended as follows:

- (4) **Contributions totaling \$99 or less from a single source.**
- (i) Contributions totaling \$99 or less from a single source need not be separately itemized in a disclosure statement. Contributions that are not itemized are not matchable.
- (ii) Candidates shall include the total amount of unitemized contributions delivered or solicited by an intermediary when reporting the total amount of all contributions the intermediary has delivered or solicited.

(7) Intermediary requirements.

- (i) ~~Exception-Exceptions.~~ (A) The candidate need not report an intermediary for aggregate contributions of \$500 or less collected from a contributor in connection with a party or other

candidate-related event held at the residence of the person delivering the contribution, unless the expenses of such events at such residence for such candidate exceed \$500 for an election. (B) The candidate need not report an intermediary for contributions collected at a campaign sponsored fundraising event paid for in whole or in part by the campaign. In the case of contributions collected at a non-campaign sponsored fundraising event where there are multiple hosts, the hosts shall designate one host who shall be reported by the candidate as the intermediary for all such contributions. For the purposes of this rule, "campaign sponsored fundraising event" shall mean an event organized by a candidate's authorized committee to raise funds for such candidate.

Receipts (Rule 4-01(b))

Campaign Finance Board Rules 4-01(b)(1) and (5) are amended as follows:

- (1) **Deposit slips.** Candidates shall maintain copies of all deposit slips. The deposit slips shall be grouped together with the monetary instruments representing the receipts deposited into the bank or other depository accounts held by the candidate for an election, unless the candidate maintains other records that show, in a manner that similarly facilitates expeditious review, when these receipts were deposited. Where the bank or depository does not provide itemized deposit slips, candidates shall make a contemporaneous written record of each deposit. Such written record shall indicate the date of the deposit, the source and amount of each item deposited, whether each item deposited was a check, a money order, or cash, the name and title of the individual who made the deposit, and the total amount deposited.
- (5) **Intermediary contribution statements.** For each instance in which a candidate accepts ~~receipts contributions~~ from an intermediary, including any contributions delivered to a fundraising agent, or receives contributions solicited by an intermediary where such solicitation is known to the candidate, the candidate shall maintain a separate written record of the intermediary's name, residential address, employer and business address as well as the names of the contributors and the amounts contributed. This record shall contain the statement: "I hereby affirm that I did not, nor to my knowledge, did anyone else, reimburse any contributor in any manner for his or her contribution and none of the submitted contributions was made by the contributor as a loan." This record shall be signed by the intermediary, or if the intermediary is unable to sign his or her name, marked with an "X" and signed by a witness. In addition, the record shall contain the following statement: "The making of false statements in this document is punishable as a class E felony pursuant to section 175.35 of the Penal Law and/or a Class A misdemeanor pursuant to section 210.45 of the Penal Law."

Custodian and Location of Records (Rule 4-03(b))

Campaign Finance Board Rule 4-03(b) is amended as follows:

(b) Custodian and location of Records. At the time of the filing of the filer registration form and/or certification, the candidate shall notify the Board, in writing, of the name, address, e-mail address, and telephone number of the person who is the custodian for the ~~participant's candidate's~~ records and documents for an election and the location of those records and documents. Thereafter, the candidate shall notify the Board, in writing, within ten business days, of any change of custodian, of the custodian's address, e-mail address, or telephone number, and of the location of the candidate's records and documents.

Audit Training (Rule 4-05(b))

Campaign Finance Board Rule 4-05(b) is amended as follows:

(b) The Board shall issue all draft and final audit reports in accordance with the deadlines provided in §3-710(1)(a) and (b) of the Code subject to any applicable exceptions to those deadlines provided in §3-710(1)(d), (e), and (f) of the Code; provided, however, that the Board shall not be required to provide the candidate a final audit report within fourteen months after the submission of the final disclosure report for the covered election for city council races and borough-wide races, or within sixteen months after the submission of the final disclosure report for the covered election for citywide races, unless the candidate or the candidate's treasurer or campaign manager completed an audit training provided by the Board prior to the candidate's deadline for responding to the draft audit report.

Payment Procedure (Rule 5-01(a))

Campaign Finance Board Rules 5-01(a)(2), (4), and (5) are amended as follows:

- (2) **Public funds cap.**
- (i) The Board shall determine, pursuant to ~~§3-705(7)(b)~~ §3-705(7)(a) of the Code, whether a participant is opposed by another candidate who has spent or contracted or obligated to spend, or received in loans or contributions, or both, an amount which in the aggregate exceeds one-fifth of the expenditure limit applicable to the participant. Such determination shall be made pursuant to Rule 7-03.
- (ii) Participants seeking additional public funds pursuant to ~~§3-705(7)(c)~~ §3-705(7)(b) of the Code must file a signed statement with the Board pursuant to ~~§3-705(7)(c)~~ §3-705(7)(b) no later than the due date for the disclosure statement immediately preceding the public funds payment for which the participant is seeking to receive the additional public funds; provided, however, that

participants seeking to receive the additional public funds on the first date payments are made by the Board for a primary election, must file the signed statement with the Board no later than the day before the first date the Board of Elections conducts hearings on any ballot petition filed by any candidate seeking nomination for election in any primary occurring in the same election cycle for which the candidate is seeking nomination for election, without regard to whether such hearings are related to a petition filed by an opponent of the participant.

(3) Small primaries.

(i) A participant on the ballot in one or more primary election(s) in which the number of persons eligible to vote for party nominees in each such election totals fewer than one thousand shall not receive public funds in excess of five thousand dollars for qualified campaign expenditures in such election or elections; provided, however, that the foregoing limitation shall not apply to such participant if he or she is opposed in a primary election by (A) a participant who is not subject to such limitation or (B) a limited participant or non-participant who has spent or contracted or obligated to spend in excess of ten thousand dollars for such primary election. The Board shall determine whether a non-participant has exceeded such ten thousand dollar level pursuant to Rule 7-03.

(ii) For the purposes of subparagraph (i), the number of persons eligible to vote for party nominees in a primary election shall be as determined by the Board of Elections for the calendar year of the primary election pursuant to §5-604 of the New York Election Law. If such determination for any primary election is not available from the Board of Elections as of the day before the due date for filing a certification pursuant to §3-703(1)(c) of the Code, the most recent determination by the Board of Elections of the persons eligible to vote for party nominees for the office for which such primary election is held shall be relied upon.

(4) Non-competitive campaigns

(i) Pursuant to §3-705(9) of the Code, a participating candidate who endorses or otherwise publicly supports his or her opponent for election shall not be eligible for public funds.

(ii) Pursuant to ~~§3-709(10)~~ §3-705(10) of the Code, a participating candidate who loses the primary election but remains on the ballot for the general election shall be ineligible to receive public funds unless the candidate certifies to the Board that he or she will actively campaign for office, by measures including but not limited to raising and spending funds, seeking endorsements, and broadly soliciting votes.

(5) Bonus determinations

(i) Pursuant to §3-706(3)(a) of the Code, where the Board has determined that a non-participating candidate has spent or contracted or has obligated to spend, or received in loans or contributions, or both, an amount which, in the aggregate, exceeds half the applicable expenditure limit pursuant to §3-706(1)(a) of the Code, then:

(ii) such expenditure limit applicable to participating candidates and limited participating candidates in such election for such office shall be increased to one hundred fifty percent of such limit; and

~~(iii) the principal committees of such participating candidates shall receive payment for qualified campaign expenditures of five dollars for each one dollar of matchable contributions, up to one thousand two hundred fifty dollars in public funds per contributor (or up to six hundred twenty five dollars in public funds per contributor in the case of a special election); provided, however, that (A) participating candidates in a run off election shall receive public funds for such election pursuant to subdivision five of §3-705 and shall not receive any additional public funds pursuant to this section, and (B) in no case shall a principal committee receive in public funds an amount exceeding two-thirds of the expenditure limitation provided for such office in subdivision one of this section.~~

~~(iv) with regard to contributions raised on or after January first, two thousand eight for elections occurring after such date, the principal committees of such participating candidates shall receive payment for qualified campaign expenditures of approximately seven dollars and fourteen cents for each dollar of matchable contributions, up to one thousand two hundred fifty dollars in public funds per contributor (or approximately \$7.18 for each dollar of matchable contributions, up to six hundred twenty-five dollars in public funds per contributor in the case of a special election); provided, however, that (A) participating candidates in a run off election shall receive public funds for such election pursuant to subdivision five of section 3-705 and shall not receive any additional public funds pursuant to this section, and (B) in no case shall a principal committee receive in public funds an amount exceeding two-thirds of the expenditure limitation provided for such office in subdivision one of this section §3-706(1)(a) of the Code.~~

~~(v) Pursuant to §3-706(3)(b) of the Code, where the Board has determined that a non-participating candidate has spent or contracted or has obligated to spend, or received in loans or contributions, or both, an amount which, in the aggregate, exceeds~~

three times the applicable expenditure limit pursuant to §3-706(1)(b) of the Code, then:

~~(vi) (v) such expenditure limit shall no longer apply to participating candidates and limited participating candidates in such election for such office; and~~

~~(vii) the principal committees of such participating candidates shall receive payment for qualified campaign expenditures of six dollars for each one dollar of matchable contributions, up to one thousand five hundred dollars in public funds per contributor (or up to seven hundred fifty dollars in public funds per contributor in the case of a special election); provided, however, that (A) participating candidates in a run off election shall receive public funds for such election pursuant to subdivision five of section 3-705 and shall not receive any additional public funds pursuant to this section, and (B) in no case shall a principal committee receive in public funds an amount exceeding one hundred twenty-five percent of the expenditure limitation provided for such office in subdivision one of this section.~~

~~(viii) with regard to contributions raised on or after January first, two thousand eight for elections occurring after such date, (vi) the principal committees of such participating candidates shall receive payment for qualified campaign expenditures of approximately eight dollars and fifty-seven cents for each dollar of matchable contributions, up to one thousand five hundred dollars in public funds per contributor (or approximately \$8.62 for each dollar of matchable contributions, up to seven hundred fifty dollars in public funds per contributor in the case of a special election); provided, however, that (A) participating candidates in a run off election shall receive public funds for such election pursuant to subdivision five of section 3-705 and shall not receive any additional public funds pursuant to this section, and (B) in no case shall a principal committee receive in public funds an amount exceeding two-thirds one hundred twenty-five percent of the expenditure limitation provided for such office in subdivision one of this section §3-706(1)(a) of the Code.~~

Validity of Matchable Contribution Claims and Projected Rate of Invalid Claims (Rule 5-01(d))

Campaign Finance Board Rules 5-01(d)(3) and (29) are amended as follows:

(d) Validity of matchable contribution claims and projected rate of invalid claims. The Board shall not make payment for any matchable contribution claim it determines or projects to be invalid. The Board shall consider the following factors in determining that matchable contribution claims are invalid and in projecting a rate of invalid matchable contribution claims:

(1) cash contributions from any one contributor that are greater than \$100 in the aggregate, in violation of New York Election Law §14-118(2), or money order contributions from any one contributor that are greater than \$100 in the aggregate;

(2) contributors who are individuals under the age of eighteen years or that are entities other than individuals;

(3) matchable contribution claims that would yield more than \$1,050 in public funds per contributor (or ~~\$525~~ \$522 in the case of a special election);

(29) contributions from individuals ~~having doing business dealings with the city, as defined in §3-702(18) of the Code, and contributions from lobbyists as defined in §3-211 of the Code.~~

Payment by Electronic Funds Transfer (Rule 5-01(u))

Campaign Finance Board Rule 5-01(u) is added as follows:

(u) Payment by Electronic Funds Transfer. All payments of public funds shall be by electronic funds transfer unless the Board determines, in its sole discretion, to use an alternative payment method. In order to receive prompt payment, the participating candidate shall provide the Board with a voided check and such additional information as shall be required by the Board.

Notice and Opportunity to Contest (Rule 7-02(c))

Campaign Finance Board Rule 7-02(c) is amended as follows:

(c) Notice and opportunity to contest. If the Board has reason to believe that a violation of a law or rule over which the Board has jurisdiction has occurred, and/or that a participant must repay public funds to the Board, the Board shall notify the candidate and treasurer in writing, whether via the postal system, electronic mail, or facsimile, of the alleged violation and proposed civil penalty and/or of the amount of the alleged public funds repayment obligation. Such notice shall set forth in detail the legal basis for the Board's reason to believe there is a violation of a law or rule over which the Board has jurisdiction and/or a repayment obligation, and shall notify the candidate and treasurer of the opportunity to submit information and documentation for the Board's consideration within a reasonable time period to be specified in such notice, and to appear before the Board or its designee at a hearing to contest the alleged violation and proposed civil penalty and/or the alleged public funds repayment obligation. Unless specifically notified to the contrary by the Board, the opportunity to submit information and documentation described in the notice shall be the only such opportunity, and any information and documentation that is not timely received by the Board may, at the Board's sole discretion, be disregarded. The notice shall inform the candidate and treasurer that hearings are conducted in accordance with the requirements for adjudications contained in section 1046 of the Charter unless such procedures are waived by the candidate or principal committee. Following this opportunity to submit information and documentation, consideration of any information and documentation submitted, and consideration of any appearance before the Board or its designee, the Board may determine the amount of civil penalties for any violations it determines to have occurred and/or the amount of public funds repayment obligation, and shall provide notice setting forth in detail the

legal basis of the Board's determination. If these amounts, as determined by the Board, are not paid by the payment deadline set forth in the notice, they may be sought through appropriate enforcement action or, in the case of civil penalties, by deduction from any public funds otherwise due for any election.

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BOARD OF CORRECTION

NOTICE

NOTICE OF PUBLIC HEARING AND OPPORTUNITY TO COMMENT ON PROPOSED PROCEDURES FOR CONSIDERATION OF PETITIONS FOR RULEMAKING SUBMITTED TO THE BOARD OF CORRECTION

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN the Board of Correction ("the Board") by Section 626(e) of the New York City Charter, and in accordance with the requirements of Section 1043 thereof, that the Board intends to adopt procedures for the consideration of petitions for rulemaking submitted to the Board pursuant to Section 1043(f).

Written comments regarding these proposed procedures may be sent to the office of Richard T. Wolf, Executive Director of the New York City Board of Correction, Room 923, 51 Chambers Street, New York, NY 10007 on or before June 18, 2008, and may be submitted electronically to Mr. Wolf at rtwolf@boc.nyc.gov. A public hearing will be held on June 18, 2008 at 10:00 A.M., Room 929B, 51 Chambers Street, New York, N.Y. 10007. Persons seeking to testify are requested to notify Mr. Wolf at the New York City Board of Correction, Room 923, 51 Chambers Street, New York, NY 0007. Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be provided are asked to notify Mr. Wolf by June 4, 2008. Written comments and a summary of oral comments received at the hearing will be available for public inspection, within a reasonable time after receipt, between the hours of 9:00 A.M. and 5:00 P.M. at the offices of the Board of Correction, Room 923, 51 Chambers Street, New York, NY 10007.

Statement of Basis and Purpose: To comply with the requirements of City Charter Section 1043(f), the Board of Correction intends to adopt procedures for the consideration of petitions for rulemaking. The text of the new rule appears below.

§4.01 Definitions

- (a) "Petition" shall mean a request or application for the Board of Correction ("the Board") to adopt a rule.
- (b) "Petitioner" shall mean the person who files the petition.
- (c) "Rule" shall have the same meaning set forth in §1041(5) of the New York City Charter.

§4.02 Scope

This rule shall govern the procedures by which any person may petition the Board to commence rulemaking pursuant to §1043(f) of the New York City Charter and the procedure for submission, consideration and disposition of such petitions.

§4.03 Procedures for submitting petitions

- (a) Any person may petition the Board to consider the adoption of a rule.
- (b) A petition must contain the following information:
- (1) the rule to be considered, with the proposed language for adoption;
 - (2) a statement of the Board's authority to promulgate the rule and its purpose;
 - (3) petitioner's arguments in support of adoption of the rule;
 - (4) the period of time the rule should be in effect;
 - (5) the name, address, email address and telephone number of the petitioner or his or her authorized representative;
 - (6) petitioner's signature or that of his or her authorized representative if the petition is submitted on paper or by facsimile.
- (c) Any change in the information provided pursuant to §4.03(b)(5) shall be communicated promptly in writing to the office of the Board's Executive Director.
- (d) Petitions shall be delivered, mailed or submitted by facsimile or electronic mail to the office of the Board's Executive Director.

§4.04 Procedures for responding to petitions

- (a) Upon receipt of a petition in proper form, the Executive Director shall promptly forward it to the Board.
- (b) Within 60 days from the date a petition is received by the office of the Executive Director, the Chair shall either state in writing the Board's intention to initiate rulemaking by a specified date, or shall deny the petition in writing, stating the reasons for denial.
- (1) Whenever the Chair decides to initiate rulemaking, the petition shall be made part of the record of the Board meeting at which rulemaking is initiated. In proceeding with rulemaking, the Board shall not be bound by the language proposed by the petitioner, but may amend or modify such proposed language at the Board's discretion. Neither shall the Board be bound to enact the substance of a petition for which the Chair has decided to initiate rulemaking.
 - (2) Whenever the Chair intends to deny a petition, the proposed denial and the reasons therefore shall be promptly provided to the members of the Board. Should a member object to the proposed denial of the petition within 10 days of receiving notice of the Chair's intention to deny, the petition shall be placed before the full Board for consideration as to whether the petition should be denied or the Board should proceed to rulemaking.
- (c) The Chair's decision to initiate rulemaking, or to deny a petition in the absence of a member's timely objection, or a decision by the Board to initiate rulemaking or deny a petition, shall be a final decision which is not subject to judicial review.

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SPECIAL MATERIALS

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 May 29, 2008, 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	6897	35

acquired in the proceeding, entitled: Ulmer Park Branch Library 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

m14-29

HOUSING PRESERVATION & DEVELOPMENT

NOTICE

OFFICE OF PRESERVATION SERVICES CERTIFICATION OF NO HARASSMENT UNIT

REQUEST FOR COMMENT ON APPLICATION FOR CERTIFICATION OF NO HARASSMENT PURSUANT TO LOCAL LAW 19 OF 1983

DATE OF NOTICE: May 8, 2008

TO: OCCUPANTS, FORMER OCCUPANTS AND
OTHER INTERESTED PARTIES OF

Address	Application #	Inquiry Period
314 West 83rd Street, Manhattan	32/08	April 11, 2005 to Present
369 West 46th Street, Manhattan	33/08	April 11, 2005 to Present
141 East 39th Street, Manhattan	36/08	April 16, 2005 to Present
a/k/a 145 East 39th Street		
85 Irving Place, Manhattan	37/08	April 16, 2005 to Present
a/k/a 18 Gramercy Park South		
220 West 79th Street, Manhattan	39/08	April 25, 2005 to Present
19 West 103rd Street, Manhattan	40/08	April 25, 2005 to Present
209 East 14th Street, Manhattan	41/08	April 29, 2005 to Present
797 Quincy Street, Brooklyn	34/08	April 14, 2005 to Present
166 Herkimer Street, Brooklyn	35/08	April 15, 2005 to Present
100 Lefferts Place, Brooklyn	38/08	April 23, 2005 to Present

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

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

m8-15

OFFICE OF PRESERVATION SERVICES CERTIFICATION OF NO HARASSMENT UNIT

REQUEST FOR COMMENT ON APPLICATION FOR CERTIFICATION OF NO HARASSMENT PURSUANT TO THE SPECIAL CLINTON DISTRICT PROVISIONS OF THE ZONING RESOLUTION

DATE OF NOTICE: May 8, 2008

TO: OCCUPANTS, FORMER OCCUPANTS AND
OTHER INTERESTED PARTIES OF

Address	Application #	Inquiry Period
369 West 46th Street, Manhattan	33/08	April 11, 1993 to Present

Prior to the issuance of a permit by the Department of Buildings for the alteration or demolition of residential buildings in certain areas of the Special Clinton District, the Department of Housing Preservation and Development is required to certify that: 1) prior to evicting or otherwise terminating the occupancy of any tenant preparatory to alteration or demolition, the owner shall have notified HPD of the owner's intention to alter or demolish the building and 2) the eviction and relocation practices followed by the owner of the building satisfy all applicable legal requirements and that no harassment has occurred.

The owner of the building located at the above-referenced address seeks the issuance of an HPD Certification. The owner has represented and certified to HPD of the owner's intention to alter or demolish the building and that the eviction and relocation practices followed by the owner satisfy all applicable legal requirements and that no harassment has occurred. For your information HPD considers harassment to include, but not be limited to, the threatened or actual use of

physical force, deprivation of essential services such as heat, water, gas or electric, or any other conduct intended to cause persons to vacate the premises or waive rights related to their occupancy.

HPD requests that if you have any comments or evidence of unlawful eviction and relocation practices or harassment occurring at the above referenced premises that you notify the Anti-Harassment Unit, 3rd Floor, 100 Gold Street, New York, NY 10038, by letter postmarked not later than 30 days from the date of this notice or by an in-person statement made within the same period. To schedule an appointment for an in-person statement call (212) 863-8272.

m8-15

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

NOTICE

ACCESS NYC Terminals - Free Computer Giveaway* Request an Application Today!

We want to make ACCESS NYC even more available to the public, so we're GIVING AWAY over 500 ACCESS NYC terminals to qualified 501c3 organizations. The awarded terminals will be dedicated computer stations (computer and printer) for clients to screen themselves for benefits using the ACCESS NYC website (www.nyc.gov/accessnyc).

Awards will be made on a first-come-first-serve basis to all qualified 501c3 organizations. All applications must be postmarked no later than May 31, 2008.

If your organization is interested in submitting an application for an ACCESS NYC terminal(s), please send an email request for application instructions to

Sabrina Smith-Sweeney
Director of Training & Outreach
accessnyc@hhsconnect.nyc.gov

*Funded by the Center for Economic Opportunity (CEO)

m7-20

LABOR RELATIONS

NOTICE



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

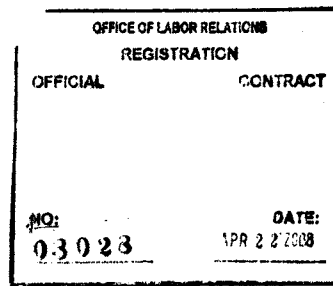
JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER
SUBJECT: EXECUTED CONTRACT: SANITATION CHIEFS
TERM: OCTOBER 10, 2007 TO OCTOBER 9, 2011

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

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

DATED: APR 22 2008



UNIFORMED SANITATION CHIEFS ASSOCIATION 2007 - 2011

- ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION
- ARTICLE II - DUES CHECKOFF
- ARTICLE III - OVERTIME
- ARTICLE IV - COMPUTATION OF BENEFITS
- ARTICLE V - SALARIES
- ARTICLE VI - HEALTH AND WELFARE BENEFITS
- ARTICLE VII - TIME AND LEAVE, DEATH BENEFITS
- ARTICLE VIII - PERSONNEL AND PAY PRACTICES
- ARTICLE IX - PRODUCTIVITY AND PERFORMANCE
- ARTICLE X - LABOR-MANAGEMENT COMMITTEE
- ARTICLE XI - GRIEVANCE PROCEDURE
- ARTICLE XII - NO STRIKES
- ARTICLE XIII - UNION ACTIVITY
- ARTICLE XIV - FINANCIAL EMERGENCY ACT
- ARTICLE XV - APPENDICES
- ARTICLE XVI - SAVINGS CLAUSE

UNIFORMED SANITATION CHIEFS ASSOCIATION

AGREEMENT entered into this 22nd day of April, 2008, by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Sanitation Chiefs Association, (hereinafter referred to as the "Union"), for the

period from October 10, 2007 to October 9, 2011.

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 covered positions in the bargaining unit in the below listed assignment levels of General Superintendent (Sanitation), as defined in Board of Certification Decision No. 4-2000 dated October 10, 2000, except for the positions designated as "confidential", consisting of employees of the Employer, wherever employed, in the below listed assignments, and in any successor assignment(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:

- General Superintendent (Sanitation) (Level II)
- General Superintendent (Sanitation) (Level III)

Section 2.

Except as otherwise provided herein, for purpose of this Agreement, the terms "employee" and "employees" as used in this agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

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

- (b) An employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form 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 - OVERTIME

Effective October 10, 2000, the following overtime provisions shall be applicable to employees covered by this Agreement.

Overtime performed by General Superintendents shall be compensated for in compensatory time off at the rate of time and one-half when such overtime is ordered by the Sanitation Commissioner or First Deputy Commissioner or is performed at a Sanitation emergency without prior approval and requests for compensation therefor, after being forwarded through channels together with recommendations, are approved by the First Deputy Commissioner or the First Deputy Commissioner's designee for such purposes.

No compensatory time shall be granted for work performed at the discretion of the employee either before or after a regular (i.e., paid) tour of duty.

Straight-time compensatory time shall be granted for any additional work performed, not at the employee's option, when alternate ranking officers are not available or cannot be utilized for assigned duties and such compensatory time is approved by the First Deputy Commissioner or his designee for such purposes.

Compensatory time is not authorized for routine administrative duties. Compensatory time is not earned for attendance at fraternal, religious and social functions sponsored by the Department. Employees should not be routinely called to conferences or meetings or be required to prepare routine reports, which result in compensatory time.

ARTICLE IV - COMPUTATION OF BENEFITS

Since the basic forty-hour week has not been changed by this Agreement, any modification of standard charts and use of other tours shall not affect current standard practice for the computation of compensation for holidays, vacation days, and other relevant benefits, which shall remain on the basis of an eighthour work day calculation.

ARTICLE V - SALARIES

Section 1.

- A. During the term of this Agreement, the following basic annual salary rates shall prevail for employees:

	Effective October 10, 2007	Effective October 10, 2008	Effective October 10, 2009	Effective October 10, 2010
General Superintendent (Sanitation) (Level II)	\$121,248	\$126,098	\$131,142	\$136,388
<i>Promoted before July 1, 2006</i>				
General Superintendent (Sanitation) (Level III)	\$135,946	\$141,384	\$147,039	\$152,921

B.	Effective October 10, 2007	Effective October 10, 2008	Effective October 10, 2009	Effective October 10, 2010
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**General Superintendent
(Sanitation) (Level II)**

Promoted on or after July 1, 2006

Start	\$108,837	\$113,190	\$117,718	\$122,427
After 1 year	\$110,495	\$114,915	\$119,512	\$124,292
After 2 years	\$111,820	\$116,293	\$120,945	\$125,783
After 3 years	\$121,248	\$126,098	\$131,142	\$136,388

- C.** (i) Effective October 10, 2007, Employees shall receive a rate increase of four percent (4%).
- (ii) Effective October 10, 2008, Employees shall receive an additional rate increase of four percent (4%).
- (iii) Effective October 10, 2009, Employees shall receive an additional rate increase of four percent (4%).
- (iv) Effective October 10, 2010, Employees shall receive an additional rate increase of four percent (4%).

D. The increases provided for in Section C., above, shall be calculated as follows:

- (i) The increase in Section C. (i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on October 9, 2007;
- (ii) The rate increase in Section C. (ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on October 9, 2008;
- (iii) The rate increase in Section C. (iii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on October 9, 2009; and
- (iv) The rate increase in Section C. (iv) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on October 9, 2010.

E. The general increases provided in Section C. shall be applied to the base rates and salary grades fixed for the applicable titles, except to the extent that the base rates and salary grades are modified by Section F., below.

F. Employees promoted to General Superintendent (Sanitation) (II) on or after July 1, 2006 shall be subject to the salary schedules set forth in Section 1. B., above.

Section 2.

- (a) **Paid Holidays** – Effective April 10, 2003, each employee shall receive eleven (11) paid holidays annually. Such holidays will be established by Department Order.

Effective January 2008, Martin Luther King, Jr.'s Birthday, as established by Department Order, shall be a paid holiday and included as the twelfth holiday referenced in Article V, Section 2. (a), above.

Effective the first business day of January 2008, and every first business day of January thereafter, the Department of Sanitation shall deduct eight (8) hours of compensatory time from each employee's balances. In the event an employee has no compensatory time balances, the eight (8) hour deduction will be made from the employee's annual leave balances.

- (b) **Night Shift Differential** – Effective April 10, 2003, employees shall receive a differential of ten percent of their daily rate of pay for work performed on a night shift. For the purposes of this Section, a night shift shall be any shift in which four (4) or more hours of the shift fall after 3:00 P.M. or before 7:00 A.M., except that any work performed for which any additional compensation is provided shall be excluded from this provision.

Section 3. Longevity Adjustment

- a. The following annual longevity adjustment shall continue to be paid to employees upon the completion of the specified number of years' service in the Sanitation Service of the Classified Service of the City:

Title	Effective April 10, 2003	Effective November 10, 2008
General Superintendent (Sanitation) (Level II)		
General Superintendent (Sanitation) (Level III)		
Years of Service Completed		
After 5 years	\$1,496	\$3,248

- b. The adjustment shall not be computed as salary for pension purposes until after completing 20 years of service.
- c. In the event this provision is declared invalid under

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

Section 4.

Effective November 10, 2010, the bargaining unit shall have available funds of 1.59% in rate to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 1.

The funds available shall be based on the December 31, 2005 payroll, including spinoffs and pensions.

ARTICLE VI - HEALTH AND WELFARE BENEFITS

Section 1.

- a. **Security Benefit Fund** - The Employer agrees to provide the annual amount of \$1,475 for each incumbent employee, or the pro-rata share thereof for each employee employed during the term of this Agreement for a period less than the full term of this Agreement, for the purpose of furnishing certain supplementary benefits for the period of employment of such employee by the Employer during the term of this Agreement, all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel.

The payments as above indicated shall be remitted by the Employer to the *Organization of Staff Analysts Welfare Fund* subject to the said supplemental agreement to be entered into between the Employer and the Union for the benefit of each employee and further subject to periodic audit by the Comptroller of the City of New York.

- b. Employees who have been separated from service and who were covered by the *Organization of Staff Analysts Welfare Fund* at the time of such separation pursuant to a separate agreement between the Employer and the Union shall continue to be so covered, subject to the provisions of Section 1(a) hereof on the same annual contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such Program.
- c. 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 2. Health and Hospitalization Benefits

- (a) The Employer shall provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP/HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active employees to exercise their choice among medical plans.
- (b) Retirees shall have the option of changing their previous choice of Health plans. This option shall be:
- (i) a one time choice;
 - (ii) exercised only after one year of retirement; and
 - (iii) can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three (3) months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 2001 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. The option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

- (c) (i) Effective October 10, 2000 and thereafter, the Employer's cost for each employee and each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the Blue Cross/GHIC-BP payment for family coverage shall be equal to the HIP/HMO payment for family coverage.
- (ii) If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3(c)(i), the Employer shall not bear the additional costs.
- (iii) The City shall continue to contribute on a City employee benefits program-wide

basis the additional annual amount of \$35 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits.

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

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

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

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

Section 3. Health Care Flexible Spending Account

- a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 41, section D of the 2001 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.
- b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
- c. An administrative fee of \$1 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE VII - TIME AND LEAVE, DEATH BENEFITS

Section 1. Sick Leave

Employees shall receive sick leave in accord with Chapter 551 of the Laws of 1962.

Section 2. Annual Leave

Effective April 10, 2003, each employee assigned to "General Superintendent (Sanitation) Level II and III" shall receive annual leave of twentyseven (27) workdays.

Effective August 15, 2006, each employee assigned to "General Superintendent (Sanitation) Level II and III" shall receive annual leave of twentyfive (25) workdays.

Section 3. Death-in-the Family Leave

Employees shall be entitled to four (4) working days off with pay in the event of a death in the immediate family. The family shall be defined for this purpose as spouse; natural, foster, or stepparent; child, brother or sister; father-in-law or mother-in-law; grandchildren; or any relative residing in the household.

Section 4. Line-of-Duty Death Benefit

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

Section 5. Death Payment of Accrued Time

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

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

ARTICLE VIII - PERSONNEL AND PAY PRACTICES

Section 1. Vacations

- (a) Vacations shall be taken in accordance with the Department's vacation order promulgated each year.
- (b) In the event that a General Superintendent Level II or Level III is hospitalized due to illness or injury while on vacation, the Chief Medical Officer shall terminate that General Superintendent's vacation and place him/her on sick leave.

Section 2. Grievance Arbitration Hearings

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

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

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

Section 3. Interest

- (a) Interest on wage increases shall accrue at the rate of three (3%) per annum from one hundred-twenty (120) days after execution of the applicable contract or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
- (b) Interest on shift differentials shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following their earning or one hundred-twenty (120) days after the execution of this Contract, whichever is later, to the date of actual payment.
- (c) Interest accrued under (a) or (b) above shall be payable only if the amount due to an individual employee exceeds five dollars (\$5.00).

Section 4. Return to Service – Laid Off Employees.

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

Section 5. Lump Sum Payments for Leave Entitlement

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

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

Section 6. Terminal Leave, Commencement of

Effective April 10, 2003, except as otherwise provided in the lump sum/terminal leave provisions appended to this agreement, any employee applying for either ordinary or line-of-duty disability retirement, shall begin to receive all of his accrued time, including accrued vacation, compensatory time, terminal leave and any other accrued leave, as of the date he submits a disability retirement application.

Section 7. Performance Compensation

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

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

The criteria for the granting of performance-based

compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

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

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

ARTICLE IX - PRODUCTIVITY AND PERFORMANCE

Introduction

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

Section 1. Performance Levels

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

Section 2. Supervisory Responsibility

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

ARTICLE X - LABOR MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

Section 2.

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

Section 3.

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

Section 4.

The labor-management committee shall meet at the call of either the Union 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 a committee.

ARTICLE XI – GRIEVANCE PROCEDURE

Section 1. Definition

The term "grievance" shall mean:

- (a) A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;

- (b) A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration; and
- (c) A claimed assignment of employees to duties substantially different from those stated in their job specifications.

Section 2.

The Grievance Procedure 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 employee may present the grievance at Step 1.

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

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 with the time limitation set forth in Step 1 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 1. The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 90 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 90 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

Step 2. An appeal from an unsatisfactory determination at Step 1 shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) working days of the receipt of the Step 1 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 in writing to the employee and/or the Union by the end of the tenth work day following the date on which the appeal was filed.

Step 3. An appeal from an unsatisfactory determination at Step 2 shall be presented in writing to the agency head or his designated representative. The appeal must be made within five (5) working days of the receipt of the Step 2 determination. The agency head or his 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 date on which the appeal is received.

Step 4. An appeal from an unsatisfactory determination at Step 3 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 3 determination. Copies of such appeal shall be sent to the agency. The Commissioner of Labor Relations or his designee shall review all appeals from Step 3 determinations and shall answer such appeals within ten (10) working days following the date on which the appeal was filed.

Step 5. An appeal from an unsatisfactory determination at Step 4 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 4 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 accord 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 determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Subsection (a) of this Section.

- (c) As a condition to the right of the Union to invoke impartial arbitration set forth in this Section, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

- d) Any grievance of a general nature affecting a large group of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this agreement shall be filed at the option of the Union at Step 3 of the Grievance Procedure, without resort to previous steps.
- e) If grievances covering the same issue are filed by two or more employees without the aid or assistance of the Union, the determination of the first two of such grievances shall be dispositive of the remainder of such grievance.
- f) 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 3 of the Grievance Procedure; or if a satisfactory Step 3 determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step 4 of the Grievance Procedure.
- g) 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, however, that only the Union may invoke impartial arbitration under Step 5.
- h) 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.
- i) 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.
- j) All grievances as defined in Section 1 (c) shall be submitted only in writing. In no event shall any monetary award cover any period prior to the date of filing of the Step 1 grievance.
- k) 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. The sole remedy for alleged violations of this Collective Bargaining Agreement shall be a grievance pursuant to Article XI of this Agreement.
- l) The availability of the grievance or arbitration procedure shall not justify a failure to follow orders.

ARTICLE XII - NO STRIKES

In accord 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, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XIII - UNION ACTIVITY

Time spent by employee representatives to conduct labor relations with the City on union activities shall be governed by the terms of Mayor's Executive Order No. 75, as amended March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and its Employees and on Union Activity." No employee shall otherwise engage in Union activities during the time he is assigned to his regular duties.

ARTICLE XIV - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to any 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

Section 1.

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

Section 2.

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

WHEREFORE, we have hereunto set our hands and seals this 22nd day of April, 2008.

CITY OF NEW YORK

UNIFORMED SANITATION CHIEFS ASSOCIATION

BY: *James F. Hanley*
JAMES F. HANLEY
Commissioner of Labor Relations

BY: *Russ Taormina*
RUSS TAORMINA
President

APPROVED AS TO FORM:

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 03023	DATE: APR 23 2008

BY: *Paul T. Repmen*
PAUL T. REPMEN
Acting Corporation Counsel

APPROVED:
FINANCIAL CONTROL BOARD

UNIT: Uniformed Sanitation Chiefs Association

TERM: October 10, 2007 to October 9, 2011



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

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

Russ Taormina
President
Uniformed Sanitation Chiefs Association
Canal Street Station
P.O. Box 1426
New York, New York 10013-0868

Re: Agreement covering the period from October 10, 2007 through October 9, 2011

Dear Mr. Taormina:

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering October 10, 2007 through October 9, 2011, which results in a greater percentage wage increase, then, at the Uniformed Sanitation Chiefs Association's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment - through the final steps of the bargaining process.

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

Very truly yours,

James F. Hanley
James F. Hanley
Commissioner

Agreed and Accepted on Behalf of USCA

BY: *Russ Taormina*
RUSS TAORMINA
President



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

Russ Taormina
President
Uniformed Sanitation Chiefs Association
Canal Street Station
P.O. Box 1426
New York, New York 10013-0868

Re: Agreement covering the period from October 10, 2007 through October 9, 2011

Dear Mr. Taormina:

Effective upon ratification, there will be an assignment differential, not to exceed 3% above the basic maximum salary, payable in accordance with the schedule shown below, to one bargaining unit position detailed on "special assignment" in the Department of Sanitation.

Criteria:

- The position eligible for the Special Assignment differential is solely at the Commissioner's discretion.

"Special Assignment"	
First year of assignment:	0.75 %
Second year of assignment:	1.50 %
Third year of assignment:	2.25 %
Fourth year of assignment:	3.00 %

Very truly yours,

James F. Hanley
James F. Hanley

Agreed and Accepted on Behalf of USCA

BY: *Russ Taormina*
RUSS TAORMINA
President



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

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

Mr. Russ Taormina
President
Uniformed Sanitation Chiefs Association
Canal Street Station
P.O. Box 1426
New York, New York 10013-0868

Re: Agreement covering the period from October 10, 2007 through October 9, 2011

Dear Mr. Taormina:

This is to confirm the parties' agreement that the topic of the compensatory time bank for members of the Uniformed

Sanitation Chiefs Association (USCA) shall be referred for discussion to the labor management committee in the Department of Sanitation.

Release time with pay and benefits for one (1) day per month, previously provided under the USCA Agreement for the period October 10, 2000 to April 9, 2003, shall continue.

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

Very truly yours,

James F. Hanley
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UNIFORMED SANITATION CHIEFS ASSOCIATION

BY: *Russ Taormina*
RUSS TAORMINA
President

m15



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

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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER
SUBJECT: EXECUTED CONTRACT: CORRECTION OFFICERS
TERM: AUGUST 1, 2007 TO OCTOBER 31, 2009

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

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

DATED: APR 28 2008

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 03020	DATE: APR 28 2008

CORRECTION OFFICERS 2007 - 2009 AGREEMENT

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- ARTICLE XXIX - FINANCIAL EMERGENCY ACT

CORRECTION OFFICERS 2007 - 2009 AGREEMENT

AGREEMENT made this 28th day of April, 2008, by and between the City of New York (hereinafter called the "City"), acting by the Commissioner of Labor Relations, and the Correction Officers Benevolent Association of the City of New York, Inc. (hereinafter called the "Union" or the "C.O.B.A."), for the period from August 1, 2007 to October 31, 2009.

WITNESSETH:

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The City recognizes the Union as the sole and exclusive

collective bargaining representative for the unit consisting of the employees of New York City in the title of "Correction Officer."

Section 2.

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

ARTICLE II - UNION SECURITY DUES CHECKOFF

Section 1.

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

Section 2.

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

Section 3.

An employee may consent in writing to the authorization of the deduction of dues from his wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form, in accord with Section 2 of this Article II, which bears the signature of the employee.

Section 4.

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

ARTICLE III - HOURS AND OVERTIME

Section 1.

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

Section 2.

In order to preserve the intent and spirit of this Section on overtime compensation, there shall be no rescheduling of days off and/or tours of duty. This restriction shall apply both to the retrospective crediting of time off against hours already worked and to the anticipatory reassignment of personnel to different days off and/or tours of duty.

Section 3.

Overtime shall be computed on a monthly basis and the Department shall make every reasonable effort to pay such overtime within six (6) weeks following the submission of the monthly report.

ARTICLE IV - RECALL AFTER TOUR

Any Correction Officer who is recalled to duty after having completed the employee's regular tour of duty shall receive pay pursuant to the regular overtime provisions of this Agreement, that is, in cash or compensatory time off at the sole option of the Correction Officer at the rate of time and one-half for the time actually worked. The Department will issue a directive to the heads of all commands informing them that a Correction Officer who is recalled shall be put to work.

ARTICLE V - COMPUTATION OF BENEFITS

Since the average basic forty-hour week has not been changed by this Agreement, the current standard practice for the computation of compensation for holidays, vacation days, personal leave days, annuity fund contributions and other relevant benefits, shall continue to be calculated on the basis of an eight-hour work day.

ARTICLE VI - SALARIES

Section 1. Salary Rates

During the term of this Agreement, the following basic amounts, which where specified include both salary rates and longevity adjustments, shall prevail for employees:

a. For Correction Officers Hired prior to November 1, 2002

Grade-Service	Effective	Effective	Effective
First Grade	8/1/07	11/1/07	8/1/08
20 Years	\$72,386	\$72,700	\$75,334
15 Years	\$71,386	\$71,700	\$74,334
10 Years	\$70,386	\$70,700	\$73,334
5 Years	\$69,386	\$69,700	\$72,334
Basic	\$65,841	\$65,841	\$68,475
Second Grade	\$51,109	\$51,109	\$53,153
Third Grade	\$49,266	\$49,266	\$51,237
Fourth Grade	\$46,951	\$46,951	\$48,829
Fifth Grade	\$44,743	\$44,743	\$46,533

Sixth Grade	\$42,046	\$42,046	\$43,728
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b. For Correction Officers Hired between November 1, 2002 and December 31, 2005

Grade-Service	Effective	Effective	Effective
First Grade	8/1/07	11/1/07	8/1/08
20 Years	\$72,386	\$72,700	\$75,334
15 Years	\$71,386	\$71,700	\$74,334
10 Years	\$70,386	\$70,700	\$73,334
5 Years	\$69,386	\$69,700	\$72,334
Basic	\$65,841	\$65,841	\$68,475
Second Grade	\$51,109	\$51,109	\$53,153
Third Grade	\$49,266	\$49,266	\$51,237
Fourth Grade	\$42,167	\$42,167	\$43,854
Fifth Grade	\$39,786	\$39,786	\$41,377
Sixth Grade	\$37,389	\$37,389	\$38,885

c. For Correction Officers Hired on or after January 1, 2006

Grade-Service	Effective	Effective	Effective
First Grade	8/1/07	11/1/07	8/1/08
20 Years	\$72,386**	\$72,700**	\$75,334**
15 Years	\$71,386**	\$71,700**	\$74,334**
10 Years	\$70,386*R	\$70,700*R	\$73,334*R
5-1/2 years	\$69,386*	\$69,700*	\$72,334*
5 Years	\$52,273*	\$52,587*	\$54,536*
Upon completion of 5-1/2 years of employment (Basic)	\$65,841	\$65,841	\$68,475
Upon completion of 4-1/2 years of employment	\$48,728	\$48,728	\$50,677
Upon completion of 3-1/2 years of employment	\$45,855	\$45,855	\$47,689
Upon completion of 2-1/2 years of employment	\$41,988	\$41,988	\$43,668
Upon completion of 1-1/2 years of employment	\$37,568	\$37,568	\$39,071
Upon completion of six months of employment	\$36,132	\$36,132	\$37,577
First six months of employment (Annualized)	\$27,734	\$27,734	\$28,843

d. For Correction Officers Hired on or after January 1, 2006 and prior to September 1, 2008:

Grade-Service	Effective
First Grade	9/1/08
20 Years	\$75,334**
15 Years	\$74,334**
10 Years	\$73,334*R
5 Years	\$72,334*
Basic	\$68,475
Second Grade	\$50,677
Third Grade	\$47,689
Fourth Grade	\$43,668
Fifth Grade	\$39,071
Sixth Grade	\$37,577

e. For Correction Officers Hired on or after September 1, 2008:

Grade-Service	Effective
First Grade	9/1/08
20 Years	\$75,334**
15 Years	\$74,334**
10 Years	\$73,334*R
5 Years	\$72,334*
Basic	\$68,475
Second Grade	\$50,000
Third Grade	\$46,250
Fourth Grade	\$41,900
Fifth Grade	\$38,850
Sixth Grade	\$35,000

NOTE: The amounts indicated in this Section by asterisks (* and **) include the longevity adjustments in Article VIII of this Agreement. The longevity adjustments in the amounts indicated herein by a single asterisk (*) shall not be deemed to be part of salary for purposes of retirement allowances unless at the time of retirement a Correction Officer paid at such rates shall have completed twenty years of service; and the longevity adjustments in the amounts indicated herein by a double asterisk (**) shall not be deemed to be part of salary for purposes of retirement allowances unless at the time of retirement a Correction Officer paid at such rates shall have completed twenty-five years of service; except that a Correction Officer who has more than twenty years, but less than twenty-five years of service at the time of retirement shall have the adjusted rates indicated by a capital letter R deemed to be part of salary for purposes of retirement allowances.

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

Section 2.

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

Section 3. General Wage Increase

- a. (i) Effective August 1, 2007, Employees shall receive a rate increase of 4%.
- (ii) Effective August 1, 2008, Employees shall

receive a rate increase of 4%.

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

- (i) The increase in Section 3a(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 31, 2007; and
- (ii) The increase in Section 3a(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 31, 2008.

- c. The general increase provided in this Section 3 shall be applied to the base rates and salary grades fixed for the applicable titles, except to the extent that the base rates and salary grades are modified by Section 3d below.

- d. The base rate and salary grades for Correction Officers hired on or after January 1, 2006 are reflected in the table of salaries set forth in Article VI, Section 1.c., d., and e.

Section 4.

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

Section 5. Salary Itemization

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

ARTICLE VII - UNIFORM ALLOWANCE

In fiscal year 2007-08 and 2008-09, the City shall pay to each employee a uniform allowance of \$1,100.00 in accord with the existing standard procedures.

ARTICLE VIII - LONGEVITY ADJUSTMENTS

Section 1.

- a. Longevity adjustments shall continue to be paid as follows:

- (i) Upon the completion of five years of service, a Correction Officer First Grade shall receive a longevity adjustment of \$3,545
- (ii) Upon completion of ten years of service, a Correction Officer First Grade shall receive a longevity adjustment of an additional \$1,000
- (iii) Upon completion of fifteen years of service, a Correction Officer First Grade shall receive a longevity adjustment of an additional \$1,000
- (iv) Upon completion of twenty years of service, a Correction Officer First Grade shall receive a longevity adjustment of an additional \$1,000

Effective November 1, 2007, the longevity schedule shall be:

- (i) Upon the completion of five years of service, a Correction Officer First Grade shall receive a longevity adjustment of \$3,859
- (ii) Upon completion of ten years of service, a Correction Officer First Grade shall receive a longevity adjustment of an additional \$1,000
- (iii) Upon completion of fifteen years of service, a Correction Officer First Grade shall receive a longevity adjustment of an additional \$1,000
- (iv) Upon completion of twenty years of service, a Correction Officer First Grade shall receive a longevity adjustment of an additional \$1,000

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

The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service.

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

c. The calculation of night shift differential payments

shall be based upon the same factors, amounts and methodology as previously utilized.

- d. ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

Section 2.

The longevity adjustments provided in Section 1 of this Article VIII are reflected in the table of salaries set forth in Article VI, Section 1 of this Agreement.

ARTICLE IX - PAYMENT FOR HOLIDAY WORK

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

ARTICLE X - LEAVES

Section 1. Sick Leave

- (i) Each Correction Officer shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect which is service-connected pursuant to Section 9-117.1(a) of the Administrative Code.
- (ii) Each Correction Officer shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect, whether or not service-connected.

Section 2. Death-in-Family Leave

In the event of a death in a Correction Officer's immediate family and upon application to and approval of the employee's commanding officer or supervisory head, a Correction Officer shall receive leave with pay not exceeding four (4) consecutive regular tours of duty. For the purposes of this Section, the phrase, "Immediate Family", shall include any of the following: (a) a spouse, (b) a natural, foster or step parent, child, brother or sister, (c) a father-in-law or mother-in-law, or (d) any relative residing in the Correction Officer's household. The commanding officer or supervisory head granting such leave shall verify the death and relationship of the deceased. If the deceased was in the military service of the United States at the time of death, the Correction Officer requesting leave shall produce the official notice of death.

Section 3. Military Leave

Military leave not exceeding a total of thirty (30) days in one calendar year and not exceeding thirty (30) days in any one continuous period of such absence shall be granted with pay to satisfy military obligations in accordance with the further provisions of the side letter attached to this Agreement.

Section 4. Special Excusals

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

Section 5. Leave to Attend Hearings

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

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

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

ARTICLE XI - VACATIONS

Section 1.

The Department shall continue to provide the following authorized annual vacations for employees hired prior to July 1, 1988:

- a. Following the first 3 years of service (First Grade Correction Officer): twentyseven (27) work days.
- b. During the first 3 years of service (Second, Third, Fourth Grade and Probationary Correction Officer): twenty (20) work days.
- c. During the calendar year in which the third anniversary of appointment occurs:

IF APPOINTMENT DATE IS:	VACATION ALLOWANCE SHALL BE:
FROM	TO
Jan. 1	Feb. 14
Feb. 15	April 15
Apr. 16	June 15
June 16	July 15
July 16	Sept. 15
Sept. 16	Nov. 15
Nov. 16	Dec. 15
Dec. 16	Dec. 31

Section 2.

The Department shall provide the following authorized annual vacations for Correction Officers hired between July 1, 1988 through to June 30, 1993 inclusive:

- a. Following the first 5 years of service: twenty-seven (27) work days.
- b. During the first 5 years of service: twenty (20) work days.
- c. During the calendar year in which the fifth anniversary of appointment occurs:

IF APPOINTMENT DATE IS:	VACATION ALLOWANCE SHALL BE:
FROM	TO
Jan. 1	Feb. 14
Feb. 15	April 15
Apr. 16	June 15
June 16	July 15
July 16	Sept. 15
Sept. 16	Nov. 15
Nov. 16	Dec. 15
Dec. 16	Dec. 31

Section 3.

The Department shall provide the following authorized annual vacations for Correction Officers hired after June 30, 1993:

- a. Following the first 5 years of service: twenty-seven (27) work days.
- b. During the first 5 years of service: twelve (12) work days.
- c. During the calendar year in which the fifth anniversary of appointment occurs:

IF APPOINTMENT DATE IS:	VACATION ALLOWANCE SHALL BE:
FROM	TO
Jan. 1	Feb. 14
Feb. 15	April 15
Apr. 16	June 15
June 16	July 15
July 16	Sept. 15
Sept. 16	Nov. 15
Nov. 16	Dec. 15
Dec. 16	Dec. 31

- d. Effective July 1, 1997, the Department shall provide the following authorized annual vacations for Correction Officers hired after June 30, 1993:
 - i. Following the first 5 years of service: twenty-seven (27) work days.
 - ii. During the first 5 years of service: thirteen (13) work days.
 - iii. During the calendar year in which the fifth anniversary of appointment occurs:

IF APPOINTMENT DATE IS:	VACATION ALLOWANCE SHALL BE:
FROM	TO
Jan. 1	Feb. 14
Feb. 15	April 15
Apr. 16	June 15
June 16	July 15
July 16	Sept. 15
Sept. 16	Nov. 15
Nov. 16	Dec. 15
Dec. 16	Dec. 31

- e. Effective November 1, 2002, the Department shall provide the following authorized annual vacations for Correction Officers hired after June 30, 1993 and before January 1, 2006:
 - i. Following the first 5 years of service: twenty-seven (27) work days.
 - ii. During the first 5 years of service: eighteen (18) work days.
 - iii. During the calendar year in which the fifth anniversary of appointment occurs:

IF APPOINTMENT DATE IS:	VACATION ALLOWANCE SHALL BE:
FROM	TO
Jan. 1	Feb. 14
Feb. 15	April 15
Apr. 16	June 15
June 16	July 15
July 16	Sept. 15
Sept. 16	Nov. 15
Nov. 16	Dec. 15
Dec. 16	Dec. 31

- f. Effective January 1, 2006, the Department shall provide the following authorized annual vacations for Correction Officers hired on or after January 1, 2006:
 - i. Following the first 5 years of service: twenty-seven (27) work days.
 - ii. During the first 5 years of service: sixteen (16) work days.
 - iii. During the calendar year in which the fifth anniversary of appointment occurs:

IF APPOINTMENT DATE IS:	VACATION ALLOWANCE SHALL BE:
FROM	TO
Jan. 1	Feb. 14
Feb. 15	April 15
Apr. 16	June 15
June 16	July 15
July 16	Sept. 15
Sept. 16	Nov. 15
Nov. 16	Dec. 15
Dec. 16	Dec. 31

Section 4.

Vacations shall be scheduled in accordance with existing procedures except as modified by the side letter attached to this Agreement.

Section 5.

The Department agrees to allow Correction Officers to use their accrued vacation days in the vacation year in which they are earned subject to the exigencies of the Department.

Section 6.

Correction Officers may request in writing permission to carry over into the next vacation year a maximum of 3 weeks vacation. It is the intention of the Department of Correction to grant such requests which are reasonable. The utilization of this vacation time shall be restricted to the months of January through May and September through November. Vacations shall be scheduled to begin and/or end, connected to a pass day.

ARTICLE XII - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

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

Section 2.

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

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

The effective date of change to a new plan shall be the first day of the month three (3) months after the month in which the application has been received by the New York City Health Insurance Program.

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

Section 3.

- a. Effective July 1, 1983 and thereafter, the City's cost for each employee and each retiree under age 65 coverage shall be equalized at the Community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the Blue Cross/GHI-CBP payment for family coverage shall be equal to the HIP/HMO payment for family coverage.

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

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

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

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

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

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

Section 4.

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

Section 5. Health Care Flexible Spending Account

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

- b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
- c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE XIII - SECURITY BENEFITS FUND

Section 1.

- a. Effective August 1, 2007, the City shall continue to contribute the pro-rata annual amount of \$1,480 for each active employee, and \$1,475 for each retiree for remittance to the Security Benefits Fund of the Correction Officers Benevolent Association of the City of New York pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel. Effective November 1, 2007, there shall be an increase in the City's contribution to the active welfare fund, only, in the prorata amount of \$200.00 per annum.
- b. To the extent permitted by law, part of the amounts so contributed may be applied to maintain an appropriate legal services plan, pursuant to the terms of a supplemental agreement between the parties as approved by the Corporation Counsel.
- c. Effective August 1, 2007, employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Fund of the Correction Officers' Benevolent Association at the time of such separation pursuant to a supplementary agreement between the City and the COBA shall continue to be so covered, subject to the provisions of Section 1(a), (b), (c) and (f) hereof. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.
- d. 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.
- e. Civil Legal Representation Fund
Effective August 1, 2007, the City shall continue to contribute \$75 per annum for each active Employee to the Security Benefits Fund to establish a civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the applicable Security Benefits Fund, they are to be maintained in a separate account and shall not be commingled with the other monies received by the Security Benefits Fund. Only the \$75 provided above may be used for civil legal representation. No additional monies from the Security Benefits Fund may be used for civil legal representation.
- f. Such payments shall be made prorata by the City every twenty-eight (28) days.

Section 2.

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

ARTICLE XIV - ANNUITY FUND

Section 1.

- a. Effective August 1, 2007, for Correction Officers *who have completed five years of service*, the City shall continue to contribute for each employee, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed \$1,041.37 per annum per employee. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- b. Effective August 1, 2009, for Correction Officers *who have completed five years of service*, the City shall contribute for each employee, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed \$1,411.37. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- c. Effective August 1, 2007, the contribution to the annuity fund *during the first five years of service* shall not exceed \$475.00 per annum per employee. Thereafter, the City shall contribute for each employee, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed \$1,047.00 per annum per employee. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel. Contributions hereunder

shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

- d. Effective August 1, 2009, the contribution to the annuity fund *during the first five years of service* shall not exceed \$845.00 per annum per employee. Thereafter, the City shall contribute for each employee, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed \$1,411.37 per annum per employee. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

Section 2.

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

ARTICLE XV - SENIORITY

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

ARTICLE XVI - GENERAL

Section 1. Safety Helmets

The City agrees to furnish a safety helmet and equipment when required.

Section 2. Maintenance of Facilities

All commands and other Departmental places of assignment shall have adequate heating, hot water and sanitary facilities. The Union shall give notice to the Department of any failure to maintain these conditions. If not corrected by the Department within a reasonable time, the Union may commence a grievance at Step 2 of the grievance procedure concerning that failure.

Section 3. Semi-Private Hospital Accommodations for Line-of-Duty Injuries

The City shall prepare, submit and support legislation to provide semi-private hospital accommodations for Correction Officers injured in the lineof duty.

Section 4. Meal Scheduling

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

Section 5. Lump Sum Payments

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

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

Section 6. Interest Payments

Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of this Agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment. Interest on longevity and step-up increments, differentials and holiday pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after the execution of this Agreement, or one hundred-twenty (120) days following its earning, whichever is later, to the date of actual payment. Interest on overtime pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following the employee's submission of an overtime report, whichever is later. Interest accrued pursuant to this paragraph shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 7. Layoffs

Where layoffs are scheduled the following procedure shall be used:

1. Notice shall be provided to the Union not less than thirty (30) days before the effective dates of such projected layoffs.
2. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to (a) the transfer of employees to agencies with retraining, if necessary, consistent with the Civil Service Law but without regard to Civil Service title, (b) the use

of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff, (c) the elimination or reduction of the amount of work contracted out to independent contractors and (d) encouragement of early retirement and the expediting of the processing of retirement applications.

When a layoff occurs, the Department will provide the Union with a list of employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.

Section 8. Public Transportation

The City and the C.O.B.A. will use their best efforts to effect free transportation on buses and subways for Correction Officers.

Section 9. Personnel Folder

The Department will upon written request to the Chief of Administration by the individual employee, remove from the Personnel folder, investigative reports which upon completion of the investigation are classified exonerated and/or unfounded.

Section 10. Disciplinary Record

The past disciplinary or work record of an employee may not be revealed during a Section 75, Civil Service Law, disciplinary proceeding until a determination as to guilt or innocence of the member has been determined.

Section 11. Short Sleeve Shirts

Correction Officers may wear short sleeve shirts and no ties on inside posts all year around.

Section 12. Performance Compensation

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

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

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

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

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

ARTICLE XVII - UNION ACTIVITY

Section 1.

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

Section 2.

C.O.B.A. officers and delegates shall be recognized as representatives of the C.O.B.A. within their respective commands. For the purpose of attending the regularly scheduled monthly meeting, C.O.B.A. delegates shall be excused from duty if the meeting coincides with the delegate's scheduled tour, provided that the command has received at least seventy-two (72) hours advance notice of such request for excusal.

Section 3.

The Department of Correction will issue a memorandum to all heads of institutions instructing them to discuss labor/management problems with alternate Union delegates when a regular delegate is not available, and such alternate will be released for the regularly scheduled monthly meeting when the regular delegate is unable to attend said monthly delegate meeting because of illness which requires remaining at home or hospitalization, or absence from the New York metropolitan area on leave or by assignment, or required court appearance.

ARTICLE XVIII - NO DISCRIMINATION

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

ARTICLE XIX - BILL OF RIGHTS

The Guidelines for Interrogation of members of the Department in force at the execution date of this Agreement will not be altered during the term of this Agreement, except to reflect subsequent changes in the law or final decisions of the Supreme Court of the United States and the Court of Appeals of the State of New York regarding the procedures and conditions to be followed in the interrogation of a member of the Department. No less than two (2) weeks' written notice of such proposed alteration of the said Guidelines shall be given to the Union.

ARTICLE XX - NIGHT SHIFT DIFFERENTIAL

- a. There shall be a 10% night shift differential which shall continue to be paid to Correction Officers

assigned to rotating tours of duty for all work actually performed between the hours of 4:00 p.m. and 8:00 a.m. Effective July 1, 1978 a 10% night shift differential shall continue to be paid to all other Correction Officers for work actually performed between the hours of 4:00 p.m. and 8:00 a.m., provided that more than one (1) hour is actually worked after 4:00 p.m. and before 8:00 a.m.

- b. Where overtime compensation is to be calculated for tours in the regular duty chart, the overtime calculation shall be based on the rate paid for the tour to which the overtime is attached; for tours not in the regular duty chart, the overtime calculation shall be based on that rate paid for half or more the hours of the tour to which the overtime is attached.
- c. For all Correction Officers hired after June 30, 1993:
 - 1. No night shift differential shall be paid to those employees during the first six months of service.
 - 2. Thereafter, 55% of the night shift differential as described in paragraph "a" above earned by a similarly situated Correction Officer hired prior to July 1, 1993 shall be paid until the employee reaches First Grade after five years.

ARTICLE XXI - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition

For the purpose of this Agreement the term, "grievance" shall mean:

- a. a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement;
- b. a claimed violation, misinterpretation or misapplication of the rules, regulations, or procedures of the agency affecting terms and conditions of employment, provided that, except as otherwise provided in this Section 1a, the term "grievance" shall not include disciplinary matters;
- c. a claimed violation, misinterpretation or misapplication of the Guidelines for Interrogation of Members of the Department referred to in Article XIX of this Agreement;
- d. a claimed improper holding of an open-competitive rather than a promotional examination;
- e. a claimed assignment of the grievant to duties substantially different from those stated in the employee's job title specification.

Section 2.

The grievance procedure, except for paragraph d. of Section 1 above, shall be as follows:

Step I The employee and/or the Union shall present the grievance verbally or in the form of a memorandum to the "Head of the Facility" not later than ninety (90) days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The Head of the Facility shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission.

Step II An appeal from an unsatisfactory decision at Step I shall be presented in writing to the agency head or the designated representative. The appeal must be made within five (5) working days of the receipt of the Step I decision. The agency head or the designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a decision by the end of the tenth work day following the date on which the appeal was filed.

Step III An appeal from an unsatisfactory decision 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 decision. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or designee, shall review all appeals from Step II decisions and shall answer such appeals within fifteen (15) working days.

Step IV An appeal from an unsatisfactory decision 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 decision. In addition, the City shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The City 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 accord 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 City. The decision or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, existing policy or order mentioned in Section 1 of this Article.

Section 3.

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

any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

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

Section 5.

If a decision 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 decision has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step IV of the grievance procedure.

Section 6.

If the City 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, however, that only the Union may invoke impartial arbitration under Step IV.

Section 7.

The City 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 8.

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 9.

- a. Any grievance relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of 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 decision 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 fifteen (15) days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within seventy-five (75) days of its presentation to him. 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 Union and the City.

Section 10.

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

Section 11.

The grievance and arbitration procedures contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievance" herein. This Section shall not be construed in any manner to limit the statutory rights and obligations of the City under Article XIV of the Civil Service Law.

ARTICLE XXII - LINE-OF-DUTY DEATH BENEFIT

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

ARTICLE XXIII - DEATH BENEFIT - UNUSED LEAVE AND COMPENSATORY TIME

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

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

ARTICLE XXIV - NO STRIKES

In accord with applicable law, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass

resignation during the term of this Agreement.

ARTICLE XXV - BULLETIN BOARDS

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

ARTICLE XXVI - NO WAIVER

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

ARTICLE XXVII - SAVINGS CLAUSE

If 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 XXVIII - LABOR-MANAGEMENT COMMITTEE

Section 1.

The City and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee 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 (1) alternate. Each committee shall select a chairman from among its members at each meeting. The chairmanship 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.

At the request of either the Department of Correction or the C.O.B.A., a representative of the Office of Labor Relations will sit in on the Labor Management Committee.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the City members at times mutually agreeable to both parties. At least one (1) 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 a committee.

ARTICLE XXIX - 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.

WHEREFORE, we have hereunto set our hands and seals this 28th day of April, 2008.

CITY OF NEW YORK

CORRECTION OFFICERS BENEVOLENT ASSOCIATION OF THE CITY OF NEW YORK, INC.

BY: *James F. Hanley* BY: *Norman Seabrook*
 JAMES F. HANLEY, Commissioner of Labor Relations
 NORMAN SEABROOK, President
 Date submitted to the FINANCIAL CONTROL BOARD

APPROVED AS TO FORM:

BY: *Paul T. Rephen*
 PAUL T. REPHEN, ACTING CORPORATION COUNSEL
 UNIT: CORRECTION OFFICERS

TERM: August 1, 2007 to October 31, 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 08020	DATE: APR 28 2008

NEW YORK CITY DEPARTMENT OF CORRECTION
 Martin F. Horn, Commissioner
 Office of the Commissioner
 33 Beaver Street, 23rd fl.
 New York, NY 10004
 Office 212-266-1212
 Fax 212-266-1219

Norman Seabrook, President
 Correction Officers' Benevolent Association
 335 Broadway
 New York, N.Y. 10013

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

When the Departmental Doctor determines that a Correction Officer is injured in the line of duty and is incapacitated and unable to return to work for a finite period of time, then the Department will not confine such Officer to his/her residence for that period. If the administrative determination by the Commissioner or his/her designee is different from that of the Departmental Doctor, then the change will be communicated to the Officer by telephone or in writing.

It is expressly understood that the determination by the Commissioner or his/her designee is final and not subject to the grievance procedure. This procedure does not affect any other rule or regulation of the Department.

Very truly yours,

Martin F. Horn
 Martin F. Horn
 Commissioner



NEW YORK CITY DEPARTMENT OF CORRECTION
 Martin F. Horn, Commissioner
 Office of the Commissioner
 33 Beaver Street, 23rd fl.
 New York, NY 10004
 Office 212-266-1212
 Fax 212-266-1219

Norman Seabrook, President
 Correction Officers' Benevolent Association
 335 Broadway
 New York, N.Y. 10013

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

This is to confirm our understanding that when a Correction Officer is required to report to a location other than his/her assigned location, he/she shall be allowed travel time within the tour of duty.

This shall not pertain to staff who normally have field assignments.

Very truly yours,

Martin F. Horn
 Commissioner

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
 PAMELA S. SILVERBLATT
 First Deputy Commissioner

Norman Seabrook
 President
 Correction Officers' Benevolent Association
 335 Broadway
 New York, N.Y. 10013

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009 - Change of Sick Leave Language

Dear Mr. Seabrook:

The sole intent of the change in the sick leave language in Article X, Section 2 of the October 1, 1991 - March 31, 1995 Agreement was to acknowledge enactment of Section 9-117.1(a) of the New York City Administrative Code which allows Correction Officers to continue to exclude line of duty sick leave payments from gross income in accordance with Internal Revenue Code Section 104 (a)(1) and Section 1.104 (b) of the Internal Revenue Service Regulations.

Please be assured that the 1987-90 Police Agreement varied in the same manner from the 1984-87 Police Agreement as did the Correction Officers Agreement, and that there was no intent to nor does it deprive any Correction Officer of any benefit nor diminish any benefit, but rather to keep and further an existing benefit.

The sick leave provisions of Article X, Section 2 (i) and (ii) of the 2007-2009 Correction Officer Agreement have no other purpose, nor shall they have any other use, but to continue the benefit therein previously contained.

Very truly yours,

James F. Hanley

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



JAMES F. HANLEY
 Commissioner
 PAMELA S. SILVERBLATT
 First Deputy Commissioner

Norman Seabrook
 President
 Correction Officers' Benevolent Association
 335 Broadway
 New York, N.Y. 10013

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

This is to confirm our mutual understanding and agreement that during the first five (5) years of service, Correction Officers hired after June 30, 1993 shall have the option to use up to three (3) compensatory time days per year as vacation days.

AGREED AND ACCEPTED ON BEHALF OF COBA

Very truly yours,

Norman Seabrook
 President

James F. Hanley

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



JAMES F. HANLEY
 Commissioner
 PAMELA S. SILVERBLATT
 First Deputy Commissioner

Norman Seabrook
 President
 Correction Officers' Benevolent Association
 335 Broadway
 New York, N.Y. 10013

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

This is to confirm our mutual understanding and agreement that a Labor-Management Committee will be established with the Union and the Department of Correction to resolve sick leave and Health Management Division issues.

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

Very truly yours,

Norman Seabrook
 President

James F. Hanley



JAMES F. HANLEY
 Commissioner
 PAMELA S. SILVERBLATT
 First Deputy Commissioner

Norman Seabrook
 President
 Correction Officers Benevolent Association
 335 Broadway
 New York, NY 10013

Re: COBA Agreement for the period August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

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

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

Very truly yours,

AGREED AND ACCEPTED ON BEHALF OF COBA

Norman Seabrook
 President

James F. Hanley

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



JAMES F. HANLEY
 Commissioner
 PAMELA S. SILVERBLATT
 First Deputy Commissioner

Norman Seabrook
 President
 Correction Officers Benevolent Association
 335 Broadway
 New York, NY 10013

Re: COBA Agreement for the period August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

Effective the date of approval of the 2003-2005 COBA agreement, employees who have transferred from the uniformed service of the New York City Police Department and the New York City Fire Department shall be treated in the same manner as if they had been a member of the uniformed service continuously for the purpose of calculating increments and longevity adjustments only.

Very truly yours,

James F. Hanley

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



JAMES F. HANLEY
 Commissioner
 PAMELA S. SILVERBLATT
 First Deputy Commissioner

Norman Seabrook
 President
 Correction Officers Benevolent Association
 335 Broadway
 New York, NY 10013

Re: COBA Agreement for the period August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

This is to confirm our agreement to establish a labor management committee to discuss the following items:

- a. Rikers Island Security, Women's facilities
- b. evaluation of probationary Correction Officers
- c. some notice on transfers
- d. environmental issues
- e. access to personnel files
- f. parking at Borough facilities
- g. jury duty

Very truly yours,

AGREED AND ACCEPTED ON BEHALF OF COBA

Norman Seabrook
 President

James F. Hanley

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



JAMES F. HANLEY
 Commissioner
 PAMELA S. SILVERBLATT
 First Deputy Commissioner

Norman Seabrook
 President
 Correction Officers Benevolent Association
 335 Broadway
 New York, NY 10013

Re: COBA Agreement for the period August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

This is to confirm our agreement to establish a labor management committee to discuss the impact of increased productivity. The committee will explore proposals for increased productivity by Correction Officers. Mutually agreed upon proposals may be discussed for implementation. After implementation of any agreed upon proposal, the parties may discuss application of the results of implementation.

If this accords with your understanding, please execute at the line below.

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF COBA

Norman Seabrook
 President

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
 PAMELA S. SILVERBLATT
 First Deputy Commissioner

Norman Seabrook
 President
 Correction Officers Benevolent Association
 335 Broadway
 New York, NY 10013

Dear Mr. Seabrook:

Re: COBA Agreement for the period August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

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

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE COBA

Norman Seabrook
 President

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
 PAMELA S. SILVERBLATT
 First Deputy Commissioner

Norman Seabrook
 President
 Correction Officers' Benevolent Association
 335 Broadway
 New York, NY 10013

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

This is to confirm the mutual understanding of the parties with respect to the above captioned Agreement.

The Department of Correction plans to expand the application of "unit management" on a phased-in basis.

The Department reserves its rights to staff its facilities in accordance with the needs of the Agency. To this end, "unit management" shall not impede the assignment of staff, at the discretion of management, between and/or among units in a facility under unit management. The terms of the "travel time" sideletter shall continue to apply in instances where a Correction Officer is assigned to a location outside his/her parent command, except for field assignments.

The Department of Correction will schedule vacations in the most efficient and cost-effective manner (i.e., "vacation smoothing"). Vacation picks shall be based on seniority by tour within the command to assure to the greatest extent practicable an even distribution by tour in each of the respective vacation picks, that is, no more than ten percent of the command by tour per pick.

In the event that unit management is not implemented, or discontinued at management's discretion after implementation, the vacation scheduling modifications shall nevertheless continue to apply. In such an instance, however, the parties agree to reopen the contract on a limited basis with respect to negotiations on an alternate disposition of the savings associated with this issue.

Nothing contained herein shall limit or diminish the Employer's or the Union's rights pursuant to §12-307(b) of the New York City Collective Bargaining Law, except as specifically provided herein. Notwithstanding this, the Union waives its right to raise any claims of any nature relating to this vacation scheduling modification including, but not

limited to, a claim of practical impact relating to this scheduling modification, and the Union agrees that all matters subject to bargaining have been disposed of in this Agreement. Notwithstanding this, a claimed violation, misinterpretation, or misapplication of the vacation scheduling modification may be the subject of a grievance.

The Employer and the Union agree to convene a labor-management meeting at the request of either party to meet and confer on issues that may arise from the implementation of unit management in the various facilities. The Office of Labor Relations will send a representative at the request of either party.

The Employer and the Union understand and agree that in the event that any aspect of this agreement is contingent on the amendment of Section 9-116 of the Administrative Code for the purpose of effectuating this agreement, then the Union shall cooperate and assist the Employer in its efforts to achieve the necessary amendment, if any, subject to approval by both the City and the union of the language and other terms of the said legislation.

If any part of this Agreement is found by a Court of competent jurisdiction to be invalid, then the terms of this Agreement in its entirety will immediately terminate and be given no further effect. In such event, the parties agree to negotiate immediately over substitute savings to be achieved.

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

Very truly yours,

James F. Hanley
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF COBA
BY: *Norman Seabrook*
Norman Seabrook
President



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
PAMELA S. SILVERBLATT
First Deputy Commissioner

Norman Seabrook
President
Correction Officers' Benevolent Association
335 Broadway
New York, NY 10013

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

This is to confirm the mutual understanding of the parties with respect to the above captioned Agreement.

The provisions of Article X, Section 4., "Military Leave", are to be applied in a manner consistent with the practice in other agencies, i.e., 22 work days, 30 calendar days.

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

Very truly yours,

James F. Hanley
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF COBA
BY: *Norman Seabrook*
Norman Seabrook
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
PAMELA S. SILVERBLATT
First Deputy Commissioner

Norman Seabrook
President
Correction Officers' Benevolent Association
335 Broadway
New York, NY 10013

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering August 1, 2007 through October 31, 2009, which results in a greater percentage wage increase, then, at the Correction Officers Benevolent Association's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment - through the final steps of the bargaining process.

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

Very truly yours,

James F. Hanley
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF COBA
BY: *Norman Seabrook*
Norman Seabrook
President



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
PAMELA S. SILVERBLATT
First Deputy Commissioner

Norman Seabrook
President
Correction Officers' Benevolent Association
75 Broad Street - Suite 810
New York, New York 10004

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

This is to confirm our mutual understanding and agreement that a Labor-Management Committee will be established with the Union and the Department of Correction to discuss the subject of nutrition as it applies to the meals made available to Correction Officers.

Very truly yours,

James F. Hanley
James F. Hanley



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

JAMES F. HANLEY
Commissioner
PAMELA S. SILVERBLATT
First Deputy Commissioner

Norman Seabrook
President
Correction Officers' Benevolent Association
75 Broad Street - Suite 810
New York, New York 10004

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

This is to confirm our mutual understanding and agreement that a Labor-Management Committee will be established with the Union and the Department of Correction to discuss ways to mitigate the initial cost impact on newly appointed Correction Officers who are required to purchase uniforms and related equipment.

Very truly yours,

James F. Hanley
James F. Hanley



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

JAMES F. HANLEY
Commissioner
PAMELA S. SILVERBLATT
First Deputy Commissioner

Norman Seabrook
President
Correction Officers' Benevolent Association
75 Broad Street - Suite 810
New York, New York 10004

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

Effective as soon as practicable, a member injured in the line of duty, and whose claim is found to be compensable by the Law Department, who requires medications to treat the illness or injury will have all related costs of such medications covered in the same manner then in effect immediately prior to the agreement between the City and the COBA that COBA members will utilize the COBA Health and Welfare Fund to pay for prescription drugs without reimbursement of the cost of line of duty injury prescription drugs by the City.

Upon reverting to the above procedure, the existing side letter in the contract shall be superseded. However, the COBA agrees to waive any and all claims retroactively against the City for the reimbursement.

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

Very truly yours,

James F. Hanley
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF COBA
BY: *Norman Seabrook*
Norman Seabrook
President



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
PAMELA S. SILVERBLATT
First Deputy Commissioner

Norman Seabrook
President
Correction Officers' Benevolent Association
75 Broad Street - Suite 810
New York, New York 10004

Re: COBA Agreement for the period of August 1, 2007 to October 31, 2009

Dear Mr. Seabrook:

Effective upon ratification, the Department of Correction will establish a category of Correction Officers designated on "special assignment."

The designation of certain Correction Officers detailed on "special assignment" in the Department of Correction shall be in the sole discretion of the Commissioner.

The number of employees eligible for such designation shall not exceed 4.92% of the budgeted positions in the bargaining unit.

"Special Assignment"

4th Year Step	12% (an additional 3%)
3rd Year Step	9% (an additional 3%)
2nd Year Step	6% (an additional 3%)
1st Year Step	3%

The affected employee's initial receipt of special assignment pay shall commence upon completion of six (6) months of satisfactory performance in the special assignment designation.

Very truly yours,

James F. Hanley
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF COBA

BY: *Norman Seabrook*
Norman Seabrook
President

m15

LATE NOTICES

POLICE

SOLICITATIONS

Construction Related Services

REBID: LEAD ABATEMENT AT THE EMERGENCY MEDICAL UNIT - Competitive Sealed Bids - PIN# 056070000550 - DUE 06-09-08 AT 11:00 A.M. - REBID: A mandatory pre-bid conference is scheduled to be held 10:00 A.M. on Tuesday, May 20, 2008 at the Emergency Medical Unit, 38-13 Northern Blvd., Queens, NY 11101. This procurement is subject to participation goals for MBEs and/or WBEs as required by Local Law 129 of 2005. Vendor Source ID#: 52008.

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.
Stephanie Gallop (646) 610-5225.

m15

YOUTH AND COMMUNITY DEVELOPMENT

OFFICE OF CONTRACTS AND PROCUREMENT

SOLICITATIONS

Services (Other Than Human Services)

TECHNICAL ASSISTANCE - Request for Proposals - PIN# 260090TASRFP - DUE 06-11-08 AT 2:00 P.M. - CORRECTION: The New York City Department of Youth and Community Development (DYCD) is seeking appropriately qualified vendors to provide technical assistance (TA) to DYCD contractors providing services in the following areas: after-school programs, family-focused programs, youth workforce development programs, programs for youth with special needs, and discretionary programs. The fundamental purpose in providing technical assistance is to raise and sustain program quality for the benefit of program participants. A pre-proposal conference will be held on May 28, 2008. Attendance by proposals is optional but recommended by DYCD.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Youth and Community Development, 156 William Street, 2nd Floor, New York, New York 10038.
Daniel Symon (212) 442-5982, dsymon@dycd.nyc.gov

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READER'S GUIDE

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

NOTICE TO ALL NEW YORK CITY CONTRACTORS

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

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

CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION RELATED SERVICES

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

VENDOR ENROLLMENT APPLICATION

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

- Online at NYC.gov/selltonyc
- To request a hardcopy application, call the Vendor Enrollment Center at (212) 857-1680.

Attention Existing Suppliers:

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

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

SELLING TO GOVERNMENT TRAINING WORKSHOP

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

PRE-QUALIFIED LIST

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

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

NON-MAYORAL ENTITIES

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

PUBLIC ACCESS CENTER

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

ATTENTION: NEW YORK CITY MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

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

PROMPT PAYMENT

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

PROCUREMENT POLICY BOARD RULES

The Rules may also be accessed on the City Website, <http://NYC.GOV.Selltonyc>

COMMON ABBREVIATIONS USED IN THE CR

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

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

KEY TO METHODS OF SOURCE SELECTION

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

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

- NA/9New 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/OOther
- 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/crecycled 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.

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.

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.