



THE CITY RECORD

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THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

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

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

ART COMMISSION

MEETING

Public Meeting Monday, July 14, 2008 at 11:20 A.M.

11:20 a.m.	Consent Items
23134:	Construction of an addition to the Rochdale Village Community Library, 169-09 137th Avenue, Queens. (Preliminary) (CC 28, CB 12) DDC
23186:	Rehabilitation of Building 121, Brooklyn Navy Yard Industrial Park, 63 Flushing Avenue, Brooklyn. (Preliminary) (CC 33, CB 2) BNYDC
23187:	Installation of <i>Dance</i> (formerly <i>Water Dance/Aquabatic</i>) by Carol and Tim Watkins, Kensington Branch Library, 4209-4211 18th Avenue, Brooklyn. (Preliminary) (CC 44, CB 12) DCuA%/DDC
23188:	Installation of <i>This Way</i> by Linnaea Tillett and Karin Tehve, Brooklyn Bridge underpasses, Washington Street and Prospect Street, Brooklyn. (Final) (CC 33, CB 2) DCuA%/DOT
23189:	Installation of a fenced-in area and steps, 158 East 61st Street between Lexington Avenue and Third Avenue, Manhattan. (Preliminary and Final) (CC 4, CB 108) DOT
23190:	Installation of an entrance canopy/light sculpture, The Skyscraper Museum, 39 Battery Place, Battery Park City, Manhattan. (Preliminary and Final) (CC 1, CB 1) DOT
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
23191:	Repair of the Raoul Wallenberg Monument (1998) by Gustav Kraitz, Raoul Wallenberg Place, First Avenue and East 47th Street, Manhattan. (Preliminary) (CC 4, CB6) DPR/DOT
23192:	Construction of a skate park under the Alexander Hamilton Bridge, Highbridge Park, Manhattan. (Preliminary) (CC 10, CB 12) SDOT/DPR

23083:	Construction of a miniature golf course, Rocket Park, New York Hall of Science, 47-01 111th Street, Queens. (Final) (CC 21, CB 4, 5 & 6) DCuA/DPR
23193:	Construction of a carousel and adjacent site work, Battery Park west of Admiral George Dewey and State Street, Manhattan. (Preliminary) (CC 1, CB 1) DPR
23194:	Construction of a waterfront park, Phase I, Pier 1 to Pier 4, Bronx Terminal Market, Exterior Street, 145th Street Bridge, Major Deegan Expressway access ramp and the Harlem River, Bronx. (Final) (CC 17, CB 4) EDC/DPR
23195:	Conversion of a warehouse to a basketball facility, including signage and adjacent site work, Pier 36, Montgomery Street, Clinton Street, South Street and the East River, Manhattan. (Final) (CC 2, CB 3) EDC
11:25 a.m.	Public Hearing
23177:	Construction of a park, High Line elevated rail line, Phase II, West 20th Street to West 30th Street between Tenth Avenue and Eleventh Avenue, Manhattan. (Final) (CC 3, CB 4) DPR/EDC
12:00 p.m.	Break
12:30 p.m.	
23196:	Relocation of the Abraham DePeyster Statue (1896) by George Edwin Bissell from Hanover Square to City Hall Park, including the relocation of the Debs Myers plaque (1974), Broadway and Park Place, Manhattan. (Preliminary) (CC 1, CB 1) DPR
12:50 p.m.	
23197:	Reconstruction of Minetta Playground, Avenue of the Americas, West Third Street and Minetta Lane, Manhattan. (Preliminary) (CC 3, CB 2) DPR
1:10 p.m.	
23198:	Installation of a prototypical newsstand, 1450 Madison Avenue, northwest corner of Madison Avenue and East 99th Street, Manhattan. (Preliminary and Final) (CC 8, CB 11) DConA

Art Commission meetings are held in the conference room on the third floor of City Hall, unless otherwise indicated. Please note that all times are approximate and subject to change without notice.

Members of the public who plan to attend are encouraged to arrive at least 45 minutes in advance of the estimated time; those who also plan to testify are encouraged to submit their testimony in writing at least three (3) business days in advance of the meeting date.

Any person requiring reasonable accommodation in order to

participate should contact the Art Commission at least three (3) business days in advance of the meeting date.

Art Commission
City Hall, Third Floor, New York, NY 10007
Phone: (212) 788-3071 Fax: (212) 788-3086

◀ jy9

MANHATTAN BOROUGH PRESIDENT

MEETING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MANHATTAN BOROUGH BOARD MEETING is scheduled for July 17, 2008 from 8:30 A.M. to 10:00 A.M., at the Office of the Manhattan Borough President located at 1 Centre Street, 19th Floor South (Large Conference Room).

PLEASE NOTE: Individuals requesting sign-language interpreters or other reasonable accommodations for disabilities should contact the Office of the Manhattan Borough President, located at 1 Centre Street, 19th Floor South, New York, NY 10007 at (212) 669-8300. **NO LATER THAN THREE (3) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING/MEETING.**

jy8-16

QUEENS BOROUGH PRESIDENT

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Borough President of Queens, Helen Marshall, on **Thursday, July 10, 2008** at 10:30 A.M., in Room 213, located on the second floor at 120-55 Queens Boulevard, Kew Gardens, New York 11424, on the following items:

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

CD 07 – BSA #467-58 BZ – IN THE MATTER of an application submitted by Walter T. Gorman, P.E. on behalf of ExxonMobil Corporation, pursuant to Sections 11-411 of the NYC Zoning Resolution to waive the rules of practice and procedure, reinstate the variance that was expired May 21, 1999 and extend the term of the variance for an additional 10 years for continued operation of an existing gasoline service station in an R3-2 district located at 172-11 Northern Boulevard, Block 5363, Lot 1, zoning map 10d, Flushing, Queens.

CD 06 – BSA #63-08 BZ – IN THE MATTER of an application submitted by Eric Palatnik, P.C. on behalf of Manton Holding, LLC, pursuant to Sections 73-244 of the NYC Zoning Resolution for a special permit to legalize an existing eating and drinking establishment with dancing (U.G. 12) in a C4-2 district located at **116-33 Queens Boulevard**, Block 2268, Lot 23, zoning map 14b, Forest Hills, Queens.

CD 12 – BSA #65-08 BZ – IN THE MATTER of an application submitted Slater & Beckerman, LLP on behalf of MBU Bridge Home, Inc, pursuant to Section 73-30 of the NYC Zoning Resolution for a special permit to allow a 90-foot non-accessory radio tower as part of the NYC Department of Information Technology and Telecommunications NYC Wireless Network in an R3A district, located at **120-50 Springfield Boulevard**, Block 12694, Lot 56, Zoning Map 19a, Springfield Gardens, Borough of Queens.

CD 05 – BSA #69-08 BZ – IN THE MATTER OF an application submitted by Slater & Beckerman, LLP on behalf of Northrop Grumman Information Technology, Inc., pursuant to Section 73-30 of the NYC Zoning Resolution, for a special permit to allow a 90-foot non-accessory radio tower as part of the New York City Department of Information Technology and Telecommunications (“DoITT”) New York City Wireless Network (“NYCWIn”) in an R4 district located

at **61-40 Mt. Olivet Crescent**, Block 2767, Lot 1, Zoning Map 13d, Middle Village, Borough of Queens.

CD 12 – BSA #90-08 BZ – IN THE MATTER of an application submitted by Slater & Beckerman LLP on behalf of BNS Properties LLC, pursuant to Section 73-30 of the NYC Zoning Resolution, for a special permit to allow a non-accessory radio facility as part of the NYC Department of Information Technology and Telecommunications NYC Wireless Network in an R3X district located at **104-36 196th Street**, Block 10891, Lot 21, Zoning Map 15B, Hollis, Borough of Queens.

CD 07 – ULURP #080203 ZMQ – IN THE MATTER of an application submitted by Kramer Levin Naftalis & Frankel LLP on behalf of 151-45 Sixth Road Whitestone Partners LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment to the zoning map changing from an M1-1 district to an R3-2 district property **bounded by the U.S. Pierhead Line, a line 560 feet westerly of the westerly street line and the northerly prolongation of the westerly street line of 154th Place, a line 670 feet northerly of 10th Avenue and its westerly prolongation, a line 100 feet easterly of the northerly prolongation of easterly street line of 152nd Street, a line 85 feet northerly of the easterly prolongation of the northerly street line of Powell's Cove Boulevard, the northerly centerline prolongation of 152nd Street, a line 130 feet northerly of Powell's Cove Boulevard, 151st Place, 6th Road and a line 280 feet easterly of 151st Street and its northerly prolongation**, Zoning Map 7d, Whitestone, Borough of Queens. (related applications: ULURP #080204 MMQ, N080205 ZAQ, 080206 ZAQ, 080207 ZSQ, 080208 ZSQ, N 080209 ZAQ, N 080210 ZCQ)

CD 07 – ULURP #080204 MMQ – IN THE MATTER of an application submitted by Kramer Levin Naftalis & Frankel LLP on behalf of 151-45 Sixth Road Whitestone Partners LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment to the City Map involving the elimination, discontinuance and closing of a portion of 152nd Street between Powell's Cove Boulevard and the U.S. Bulkhead Line; the delineation of a permanent sewer easement; the adjustment of grades necessitated thereby; and any acquisition or disposition of real properties related thereto, Zoning Map 7d, Whitestone, Borough of Queens. (related applications: ULURP #080203 ZMQ, N080205 ZAQ, 080206 ZAQ, 080207 ZSQ, 080208 ZSQ, N 080209 ZAQ, N 080210 ZCQ)

CD 07 – ULURP #080205 ZAQ – IN THE MATTER of an application submitted by Kramer Levin Naftalis & Frankel LLP on behalf of 151-45 Sixth Road Whitestone Partners LLC pursuant to Sections 197-c and 201 of the New York City Charter for an authorization pursuant to section 26-26 of the NYC Zoning Resolution to modify private road requirements to facilitate the development of a 114-unit large-scale residential development in an R3-2 district, located at **151-45 Sixth Road**, Block 4531 lots 79, 92, Block 4524 lots 77 and 92, and block 4487, lots 160, 169, 170, and 200, Zoning Map 7d, Whitestone, Borough of Queens. (related applications: ULURP #080203 ZMQ, 080204 MMQ, 080206 ZSQ, 080207 ZSQ, 080208 ZSQ, N 080209 ZAQ, N 080210 ZCQ)

CD 07 – ULURP #080206 ZAQ – IN THE MATTER of an application submitted by Kramer Levin Naftalis & Frankel LLP on behalf of 151-45 Sixth Road Whitestone Partners LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an authorization pursuant to Sections 78-311 (E) and 62-132 (C) of the NYC Zoning Resolution to modify height and setback regulations for buildings wholly within a large scale residential development and waterfront block to facilitate the development of a 114-unit large scale residential development in an R3-2 district located at **151-45 Sixth Road**, Block 4531 lots 79, 92, Block 4524 lots 77 and 92, and block 4487, lots 160, 169, 170, and 200, Zoning Map 7d, Whitestone, Borough of Queens. (related applications: ULURP #080203 ZMQ, 080204 MMQ, 080205 ZAQ, 080207 ZSQ, 080208 ZSQ, N 080209 ZAQ, N 080210 ZCQ)

CD 07 – ULURP #080207 ZSQ – IN THE MATTER of an application submitted by Kramer Levin Naftalis & Frankel LLP on behalf of 151-45 Sixth Road Whitestone Partners LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to section 78-312 of the NYC Zoning Resolution to modify the front yard regulations on the periphery of the development; to modify the height and setback regulations on the periphery; and to waive the requirements for distances between buildings on the same zoning lot in a large scale development to facilitate the development of a 114-unit large-scale residential development in an R3-2 district located at **151-45 Sixth Road**, Block 4531 lots 79, 92, Block 4524 lots 77 and 92, and block 4487, lots 160, 169, 170, and 200, Zoning Map 7d, Whitestone, Borough of Queens. (related applications: ULURP #080203 ZMQ, 080204 MMQ, 080205 ZAQ, 080206 ZAQ, 080208 ZSQ, N 080209 ZAQ, N 080210 ZCQ)

CD 07 – ULURP #080208 ZSQ – IN THE MATTER of an application submitted by Kramer Levin Naftalis & Frankel LLP on behalf of 151-45 Sixth Road Whitestone Partners LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to section 78-34 of the NYC Zoning Resolution to modify maximum floor area ratio and the open space ratio for a good site plan and the provision of common open space to facilitate the development of a 114-unit large-scale residential development on property in an R3-2 district located at **151-45 Sixth Road**, Block 4531 lots 79, 92, Block 4524 lots 77 and 92, and block 4487, lots 160, 169, 170, and 200, Zoning Map 7d, Whitestone, Borough of Queens. (related applications: ULURP #080203 ZMQ, 080204 MMQ, 080205 ZAQ, 080206 ZAQ, 080207 ZSQ, N 080209 ZAQ, N 080210 ZCQ)

CD 07 – ULURP #080209 ZAQ – IN THE MATTER of an application submitted by Kramer Levin Naftalis & Frankel LLP on behalf of 151-45 Sixth Road Whitestone Partners

LLC, pursuant to Sections 197-c and 201 of the New York City charter for an authorization pursuant to Section 62-722 of the NYC Zoning Resolution to modify design requirements of waterfront public access and visual corridor to facilitate the development of a 114-unit large-scale residential development in an R3-2 district, located at **151-45 Sixth Road**, Block 4531 lots 79, 92, Block 4524 lots 77 and 92, and block 4487, lots 160, 169, 170, and 200, Zoning Map 7d, Whitestone, Borough of Queens. (related applications: ULURP #080203 ZMQ, 080204 MMQ, 080205 ZAQ, 080206 ZAQ, 080207 ZSQ, N 080208 ZSQ, N 080210 ZCQ)

CD 07 – ULURP #080210 ZCQ – IN THE MATTER of an application submitted by Kramer Levin Naftalis & Frankel LLP on behalf of 151-45 Sixth Road Whitestone Partners LLC, pursuant to Sections 62-711 of the NYC Zoning Resolution for a certification that the development is exempt from the requirements of waterfront public access to facilitate the development of a 114-unit large-scale residential development in an R3-2 district, located at **151-45 Sixth Road**, Block 4531 lots 79, 92, Block 4524 lots 77 and 92, and block 4487, lots 160, 169, 170, and 200, Zoning Map 7d, Whitestone, Borough of Queens. (related applications: ULURP #080203 ZMQ, 080204 MMQ, 080205 ZAQ, 080206 ZAQ, 080207 ZSQ, N 080208 ZSQ, N 080210 ZCQ)

CD 01 – ULURP #080428 ZRY – IN THE MATTER of an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the NYC Charter for zoning text amendments affecting Sections 12-10, 117-01, 117-02, 117-03, 117-04, 117-62, 117-63, 117-631, 117-633, 117-64 of the NYC Zoning Resolution to add the Dutch Kills Sub District to the Special Long Island City Mixed Use District, Zoning Map 9b, Long Island City, Borough of Queens. (related application ULURP #080429 ZMQ)

CD 01- ULURP #080429 ZMQ – IN THE MATTER of an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the NYC Charter for an amendment of the Zoning Map affecting thirty-six (36) whole blocks and four (4) partial blocks in an area generally bounded by 23rd Street, 37th Avenue, 36th Avenue, 37th Street, Northern Boulevard, 41st Avenue changing from an M1-3D to M-1-2/R5D, M1-2/R6A and M1-3/R7X, Zoning Map 9b, Long Island City, Borough of Queens. (related application ULURP #080428 ZRY)

CD 07 - ULURP # 080457 ZMQ - IN THE MATTER of an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map to rezone all or portions of forty-four (44) blocks from existing R3-2, R6, and R7-1 districts to lower- and medium-density contextual zoning districts and changes to the existing commercial overlays **an area generally bounded to the north by Sanford and Franklin Avenues; to the east by 156th Street; to the south by 45th Avenue; and to the west by Colden Street and Kissena Boulevard**, zoning maps 10b, 10c, and 10d, Waldheim, Borough of Queens.

CD 13 - ULURP # 080462 ZMQ - IN THE MATTER of an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map to rezone all or portions of two hundred thirty-seven (237) blocks to contextual zoning districts and changes to the existing commercial overlays, **an area generally bounded by Montefiore Cemetery, and 121st Avenue to the north, Laurelton Parkway to the east, the Belt Parkway to the south and Springfield Boulevard to the west**, zoning maps 19a, 19b, 19c, and 19d, Laurelton, Borough of Queens.

CD 07 – ULURP #C080221 MMQ – IN THE MATTER of an application submitted by the New York City Economic Development Corporation and the Department of Housing Preservation and Development, pursuant to Sections 197-c and 199 of the New York City Charter and Development Corporation, for an amendment of the City Map involving:

- the elimination, discontinuance and closing of streets within an area bounded by 126th Street, Northern Boulevard, the Van Wyck Expressway Extension and Roosevelt Avenue;
- the adjustment of grades necessitated thereby; and
- any acquisition or disposition of real properties related thereto.

Willets Point, Borough of Queens. (related applications: ULURP # C080381 ZMQ, N080382 ZRQ, C080383 HGQ, C080384 HUQ, C080385 HDQ)

CD 07 – ULURP #C080381 ZMQ – IN THE MATTER of an application submitted by the New York City Economic Development Corporation and the Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Sections 10a and 10b:

- Changing from an R3-2 district to a C4-4 district property **bounded by Northern Boulevard, the westerly line of a westerly service entrance of Van Wyck Expressway Extension, the southeasterly street line of a service entrance, the southeasterly street line of Willets Point Boulevard, the northeasterly centerline prolongation of 34th Avenue, Willets Point Boulevard, and a southerly service exit of Northern Boulevard;**
- Changing from an M3-1 district to a C4-4 district property **bounded by Northern boulevard, a southerly service exit of Northern Boulevard, Willets Point Boulevard, the northeasterly centerline prolongation of 34th Avenue, the southeasterly street line of Willets Point Boulevard, the southeasterly street line of a service entrance, the westerly boundary line of a park, a line 1280 feet northwesterly of Roosevelt Avenue, a line 540 feet northwesterly of a U.S. Pierhead and Bulkhead Line, Roosevelt Avenue, and 126th Street;** and

- Establishing a Special Willets Point District (“WP”) bounded by **Northern Boulevard, a westerly service entrance of Van Wyck Expressway Extension, the westerly boundary line of a park, a line 1,280 feet northwesterly of Roosevelt Avenue, a line 540 feet northwesterly of a U.S. Pierhead and Bulkhead Line, Roosevelt Avenue, and 126th Street;**

Willets Point, Borough of Queens. (related applications: ULURP C080221 MMQ, N080382 ZRQ, N080383 HGQ, C080384 HUQ, C080383 HGQ, C080385 HDQ)

CD 07 – ULURP #C080382 ZRQ – IN THE MATTER of an application submitted by the New York City Economic Development Corporation and the Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for a proposed zoning text amendment to establish the Special Willets Point District, **bounded by Northern Boulevard, a westerly service entrance of Van Wyck Expressway Extension, the westerly boundary line of a park, a line 1,280 feet northwesterly of Roosevelt Avenue, a line 540 feet northwesterly of a U.S. Pierhead and Bulkhead Line, Roosevelt Avenue, and 126th Street**, Zoning Map Sections 10a and 10b, Willets Point Borough of Queens. (related applications: ULURP C080221 MMQ, C080381 ZMQ, N080383 HGQ, C080384 HUQ, C080383 HGQ, C080385 HDQ)

CD 07 – ULURP #N080383 HGQ – IN THE MATTER of an application submitted by the New York City Economic Development Corporation and the Department of Housing Preservation and Development for a designation of the Willets Point Urban Renewal Area, as an area appropriate for urban renewal pursuant to Section 504 of Article 15 of the General Municipal Law (Urban Renewal Law) of New York State, located in Borough of Queens and described as follows:

Land Use	Block	Lot(s)
Commercial	1820	1, 6, 9, 18, 34,108
Commercial	1821	1, 6, 16, 25, 27
Commercial	1822	1, 5, 7, 17, 21, 23, 28, 33, 55, 58
Commercial	1823	1, 3, 5, 7, 12, 14, 19, 20, 21, 23, 26, 28, 33, 40, 44, 47, 52, 55, 58, 59, 60
Commercial	1824	1, 12, 19, 21, 26, 28, 33, 38, 40, 45, 53
Commercial	1825	1, 19, 21, 25, 28, 30, 37, 46, 48, 53, 55, 58, 59, 60
Commercial	1826	1, 5, 14, 18, 20, 31, 35
Commercial	1827	1
Commercial	1828	1, 4, 8, 11, 13, 17, 21, 23, 29, 34, 37, 39
Commercial	1829	19, 21, 40, 71
Commercial	1830	1, 9, 10, 21
Commercial	1831	1, 10, 35
Commercial	1832	1, 10
Commercial	1833	p/o 1, 103, 111, 117, 120, 141, 143, 151, 155, 158, 165, 166,168, 170, 172, 177, 179, 180, 186, 188, 192, 197, 199, 201, 203, 212, 215, 230, 300, 425

All mapped and/or built streets within the project boundary.

(related applications: ULURP # C080221 MMQ, C080381 ZMQ, N080382 ZRQ, C080383 HGQ, C080384 HUQ, C080385 HDQ)

CD 07 – ULURP #C080384 HUQ – IN THE MATTER of an application submitted by the New York City Economic Development Corporation and the Department of Housing Preservation and Development, pursuant to Section 505 of Article 15 to the General Municipal (Urban Renewal) Law of New York State and Section 197-c of the New York City Charter, for the Willets Point Urban Renewal Plan for the Willets Point Urban Renewal Area, Willets Point, Borough of Queens. (related applications: ULURP # C080221 MMQ, C080381 ZMQ, N080382 ZRQ, C080383 HGQ, C080385 HDQ)

CD 07 – ULURP #C080385 HDQ – IN THE MATTER of an application submitted by the Department of Housing Preservation and Development, pursuant to Sections 197-c of the New York City Charter for the disposition of city-owned property comprising sites within the Willet Point Renewal Area, Borough of Queens. The properties are to be disposed to a developer to be selected by HPD for redevelopment in accordance with the Willets Point Urban Renewal Plan and consist of the following:

Block	Lot(s)
1820	1, 6, 9, 18, 34,108
1821	1, 6, 16, 25, 27
1822	1, 5, 7, 17, 21, 23, 28, 33, 55, 58
1823	1, 3, 5, 7, 12, 14, 19, 20, 21, 23, 26, 28, 33, 40, 44, 47, 52, 55, 58, 59, 60
1824	1, 12, 19, 21, 26, 28, 33, 38, 40, 45, 53
1825	1, 19, 21, 25, 28, 30, 37, 46, 48, 53, 55, 58
1826	1, 5, 14, 18, 20, 31, 35
1827	1
1828	1, 4, 8, 11, 13, 17, 21, 23, 29, 34, 37, 39
1829	19, 21, 40, 71
1830	1, 9, 10, 21
1831	1, 10, 35
1832	1, 10
1833	p/o 1, 103, 111, 117, 120, 141, 143, 151, 155, 158, 165, 166, 168, 170, 172, 177, 179, 180, 186, 188, 192, 197, 199, 201, 203, 212, 215, 230, 300, 425

All mapped and/or built streets within the project boundary.

(related applications: ULURP #C080221 MMQ, C080381 ZMQ, N080382 ZRQ, C080383 HGQ, C080384 HUQ)

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, July 23, 2008, commencing at 10:00 A.M.

**BOROUGH OF BROOKLYN
No. 1
FULTON STREET BID**

CD 2 N 080456 BDK
IN THE MATTER OF an application submitted by the Department of Small Business Services on behalf of the Fulton Street Business Improvement District pursuant to Section 25-405 of the Administrative Code of the City of New York, as amended, concerning the formation of the Fulton Street Business Improvement District.

**BOROUGH OF MANHATTAN
Nos. 2, 3 & 4
EAST 125TH STREET DEVELOPMENT
No. 2**

CD 11 C 080331 HAM
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 2293 Third Avenue (Block 1789, Lot 46); East 125th Street to East 126th Street, from 2nd Avenue to 3rd Avenue (Block 1790, Lots 1, 3, 5, 6, 8, 12, 13, 20, 24, 25, 26-31, 40, 41, 44-46, 49, and 101); 2321 3rd Avenue (Block 1791, Lot 1); 2469 2nd Avenue (Block 1791, Lot 25); and 230 East 127th Street (Block 1791, Lot 34), Sites 13A, 12, 8A, and 9 of the Harlem-East Harlem Urban Renewal Area, 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 a mixed use project, tentatively known as the East 125th Street Development, with residential, retail and publicly accessible open space.

No. 3

CD 11 C 080332 HUM
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD) pursuant to Section 505 of Article 15 of the General Municipal (Urban Renewal) Law of New York State and Section 197-c of the New York City Charter for the 15th amendment to the Harlem East Harlem Urban Renewal Plan for the Harlem East Harlem Urban Renewal Area, Community District 11, Borough of Manhattan.

The proposed Plan changes the designated land uses of Sites 8A, 9, 12, and 13A; removes a density restriction; updates the timetable for the implementation of the plan; extends the expiration date; and adds Block 1790, Lots 8 and 46, and Block 1791, Lots 25 and 34 as properties to be acquired. These changes will facilitate the development of the East 125th Street Development Project.

No. 4

CD 11 C 080333 ZMM
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 6a & 6b:

1. changing from an R7-2 District to a C6-3 District property bounded by East 127th Street, a line 250 feet westerly of Second Avenue, a line midway between East 126th Street and East 127th Street, Second Avenue, East 126th Street, and Third Avenue;
2. changing from a C4-4 to District to a C6-3 District property bounded by a line midway between East 125th Street/Dr. Martin Luther King Jr. Boulevard and East 126th Street, a line 100 feet easterly of Third Avenue, East 125th Street/Dr. Martin Luther King Jr. Boulevard, a line 130 feet easterly of Third Avenue, a line 75 feet southerly of East 125th Street/Dr. Martin Luther King Jr. Boulevard, and Third Avenue; and
3. changing from an M1-2 District to a C6-3 District property bounded by:
 - a) East 127th Street, Second Avenue, a line midway between East 126th Street and East 127th Street, and a line 250 feet westerly of Second Avenue; and
 - b) East 126th Street, Second Avenue, East 125th Street/Dr. Martin Luther King Jr. Boulevard, a line 100 feet easterly of Third Avenue, a line midway between

East 125th Street/Dr. Martin Luther King Jr. Boulevard and East 126th Street, and Third Avenue; and

as shown on a diagram (for illustrative purposes only) dated March 24, 2008.

NOTICE

On Wednesday, July 23, 2008, at 10:00 A.M., in Spector Hall, at the Department of City Planning, 22 Reade Street, in Lower Manhattan, a public hearing is being held by the Office of the Deputy Mayor for Economic Development and Rebuilding in conjunction with the above ULURP hearing to receive comments related to a Draft Environmental Impact Statement (DEIS) concerning modifications and amendments to the Harlem-East Harlem Urban Renewal Plan, including a UDAAP and land disposition; amendments to the zoning map to change C4-4, R7-2, M1-2 to C6-3 districts; and a certification regarding a transit easement volume; to facilitate the development of a hotel, affordable housing and parking within the area generally bounded by East 125th Street, 2nd Avenue, East 127th Street, and 3rd Avenue.

This hearing is being held pursuant to the State Environmental Quality Review Act (SEQRA) and City Environmental Quality Review (CEQR), CEQR No. 07DME025M.

**No. 5
DELURY SQUARE PARK**

CD 1 C 080336 MMM
IN THE MATTER OF an application, submitted by the Department of Parks and Recreation, pursuant to Sections 197-c and 199 of the New York City Charter and Section 5-430 et. seq. of the New York City Administrative Code, for an amendment to the City Map involving:

- the elimination, discontinuance and closing of a portion of Fulton Street, and John DeLury Sr. Plaza;
- the establishment of DeLury Square Park;
- the adjustment of grades necessitated thereby; and
- any acquisition or disposition of real properties related thereto,

in accordance with Map No. 30224 dated May 1, 2008, and signed by the Borough President.

**BOROUGH OF QUEENS
Nos. 6 & 7
BUDGET RENT-A-CAR
No. 6**

CD 3 C 060466 MMQ
IN THE MATTER OF an application, pursuant to Sections 197-c and 199 of the New York City Charter and Section 5-430 et. seq. of the New York City Administrative Code by GTJ Co., Inc., for an amendment to the City Map involving

- the elimination, discontinuance and closing of 88th Street between 23rd Avenue and 24th Avenue and portions of 24th Avenue between 88th Street and 90th Place;
- the delineation of a Permanent Sewer Easement;
- the adjustment of grades necessitated thereby; and
- any acquisition or disposition of real properties related thereto,

in accordance with Map No. 4994 dated May 2, 2007, and signed by the Borough President.

No. 7

CD 3 C 060467 ZMQ
IN THE MATTER OF an application submitted by GTJ Co., Inc. pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 9c:

1. changing from an R3-2 District to a C4-1 District property bounded by a line 320 feet northerly of the former centerline of 24th Avenue*, 89th Street, the centerline of former 24th Avenue*, and a line 140 feet westerly of 89th Street; and
2. changing from a C4-2 District to a C4-1 District property bounded by a line 320 feet northerly of the former centerline of 24th Avenue*, a line 140 feet westerly of 89th Street, the centerline of former 24th Avenue*, and a line 100 feet easterly of the former 88th Street*.

as shown on a diagram (for illustrative purposes) dated March 24, 2008.

* Note: 24th Avenue and 88th Street are proposed to be de-mapped under a concurrent related application C 060466 MMQ for a change in the City Map.

**No. 8
WALDHEIM REZONING**

CD 7 C 080457 ZMQ
IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 10b, 10c and 10d:

1. eliminating from within an existing R3-2 District a C1-2 District bounded by Franklin Avenue, a line 150 feet northeasterly of Bowne Street, Ash Avenue, and Bowne Street;
2. eliminating from within an existing R3-2 District a C2-2 District bounded by a line 150 feet northwesterly of 45th Avenue, a line midway between Smart Street and Bowne Street, 45th Avenue, and a line midway between Bowne Street and Robinson Street;

3. eliminating from within an existing R7-1 District a C1-2 District bounded by Franklin Avenue, Bowne Street, Ash Avenue, and a line 150 feet southwesterly of Bowne Street;
4. changing from an R3-2 District to an R3X District property bounded by a line midway between Sanford Avenue and Franklin Avenue, Parsons Boulevard, Franklin Avenue, a line 80 feet southwesterly of Parsons Boulevard, Beech Avenue, Parsons Boulevard, a line midway between Cherry Avenue and Delaware Avenue, a line 100 feet northeasterly of Parsons Boulevard, Beech Avenue, a line 460 feet southwesterly of 147th Street, the southeasterly street line of Ash Avenue, 147th Street, a line 125 feet southeasterly of Sanford Avenue, 149th Street, Beech Avenue, a line midway between 149th Street and 149th Place, a line 125 feet southeasterly of Sanford Avenue, a line 115 feet southwesterly of Murray Street, Sanford Avenue, a line midway between 155th Street and 156th Street, Beech Avenue, 156th Street, 45th Avenue, a line perpendicular to the southeasterly street line of 45th Avenue distance 150 feet northeasterly (as measured along the street line) from the point of intersection of the southeasterly street line of 45th Avenue and the northeasterly street line of Parsons Boulevard, Parsons Boulevard, a line midway between 45th Avenue and Georgia Road, a line 320 feet northeasterly of Burling Street, 45th Avenue, Parsons Boulevard, Delaware Avenue, Burling Street, a line 380 feet southeasterly of Cherry Avenue, a line midway between Smart Street and Bowne Street, Cherry Avenue, and Bowne Street;
5. changing from an R3-2 District to an R4 District property bounded by Franklin Avenue, Parsons Boulevard, a line 125 feet northwesterly of Beech Avenue, a line 460 feet southwesterly of 147th Street, Beech Avenue, a line 100 feet northeasterly of Parsons Boulevard, a line midway between Cherry Avenue and Delaware Avenue, Parsons Boulevard, Beech Avenue, and a line 80 feet southwesterly of Parsons Boulevard;
6. changing from an R3-2 District to an R4A District property bounded by Sanford Avenue, 156th Street, Beech Avenue, and a line midway between 155th Street and 156th Street;
7. changing from an R3-2 District to an R4-1 District property bounded by:
 - a. Sanford Avenue, a line 115 feet southwesterly of Murray Street, a line 125 feet southeasterly of Sanford Avenue, a line midway between 149th Street and 149th Place, Beech Avenue, 149th Street, a line 125 feet southeasterly of Sanford Avenue, and 147th Street; and
 - b. Cherry Avenue, a line midway between Smart Street and Bowne Street, a line 380 feet southeasterly of Cherry Avenue, Burling Street, 45th Avenue, and Robinson Street;
8. changing from an R3-2 District to an R6A District property bounded by Ash Avenue, 147th Street, the southeasterly street line of Ash Avenue, a line 460 feet southwesterly of 147th Street, a line 125 feet northwesterly of Beech Avenue, and Parsons Boulevard;
9. changing from an R6 District to an R6A District property bounded by Sanford Avenue, 147th Street, Ash Avenue, Parsons Boulevard, a line midway between Sanford Avenue and Franklin Avenue, and Bowne Street;
10. changing from an R6 District to an R7-1 District property bounded by Elder Avenue, Kissena Boulevard, 45th Avenue, and Colden Street;
11. changing from an R7-1 District to an R7B District property bounded by Franklin Avenue, Bowne Street, Cherry Avenue, Robinson Street, a line 250 feet southeasterly of Cherry Avenue, a line 100 feet southwesterly of Union Street, a line 100 feet southeasterly of Cherry Avenue, and a line 150 feet northeasterly of Kissena Boulevard;
12. establishing within a proposed R3X District a C1-3 District bounded by:
 - a. Franklin Avenue, a line 100 feet northeasterly of Bowne Street, Ash Avenue, and Bowne Street; and
 - b. Elm Avenue, a line 150 feet northeasterly of 147th Street, 45th Avenue, a line 100 feet northeasterly of Parsons Boulevard, a line midway between 45th Avenue and Hawthorn Avenue, Parsons Boulevard, a line midway between 45th Avenue and Georgia Road, a line 100 feet southwesterly of Parsons Boulevard, 45th Avenue and its northeasterly centerline prolongation, and 147th Street;
13. establishing within a proposed R4-1 District a C1-3 District bounded by a line 100 feet northwesterly of 45th Avenue, a line midway between Smart Street and Bowne Street, 45th Avenue, and a line midway between Bowne Street and Robinson Street; and

14. establishing within a proposed R7B District a C1-3 District bounded by Franklin Avenue, Bowne Street, Ash Avenue, and a line 100 feet southwesterly of Bowne Street;

as shown on a diagram (for illustrative purposes only) dated June 2, 2008, and subject to the conditions of CEQR Declaration E-220.

Nos. 9 & 10
DUTCH KILLS REZONING
No. 9

CD 1 N 080428 ZRQ
IN THE MATTER OF an application submitted by the Department of City Planning, pursuant to Section 201 of the New York City Charter, for amendments to the Zoning Resolution of the City of New York, concerning Article XI, Chapter 7, (Special Long Island City Mixed Use District), relating to the addition of the Dutch Kills Subdistrict and expansion of the Special Long Island City Mixed Use District, in Community District 1, Borough of Queens.

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

12-10
DEFINITIONS
Special Little Italy District (2/3/77)

* * *
Special Long Island City Mixed Use District (7/26/01)

The "Special Long Island City Mixed Use District" is a Special Purpose District designated with the letters "LIC" in which regulations set forth in Article XI, Chapter 7, apply. There are three four special subdistricts within the #Special Long Island City Mixed Use District#: the Hunters Point Subdistrict, the Court Square Subdistrict, and the Queens Plaza Subdistrict and the Dutch Kills Subdistrict. The #Special Long Island City Mixed Use District# and its regulations supplement, modify and supersede those of the districts on which it is superimposed.

Special Lower Manhattan District (8/27/98)

* * *

* * *
7/26/01

Article XI - Special Purpose Districts

Chapter 7
Special Long Island City Mixed Use District

7/26/01

117-00
GENERAL PURPOSES

The "Special Long Island City Mixed Use District" established in this Resolution is designed to promote and protect the public health, safety and general welfare of the Long Island City community. These general goals include, among others, the following specific purposes, to:

- (a) support the continuing growth of a mixed residential, commercial and industrial neighborhoods by permitting expansion and new development of residential, commercial, community facility and light manufacturing uses where adequate environmental standards are assured;
(b) encourage the development of moderate to high density commercial uses within a compact transit-oriented area;
(c) strengthen traditional retail streets in Hunters Point by allowing the development of new residential and retail uses;
(d) encourage the development of affordable housing;
(e) promote the opportunity for people to work in the vicinity of their residences;
(f) retain jobs within New York City;
(g) provide an opportunity for the improvement of Long Island City; and
(h) promote the most desirable use of land and thus conserve the value of land and buildings and thereby protect City tax revenues.

7/26/01

117-01
Definitions

Definitions specifically applicable to this Chapter are set forth in this Section. Other defined terms are set forth in Section 12-10 (DEFINITIONS).

Mixed use, building or development

For the purposes of this Chapter, a "mixed use building" or a "mixed use development" shall be any #building# or #development# used partly for #residential use# and partly for #community facility#, #commercial# or #manufacturing use#.

Special Long Island City Mixed Use District
(repeated from Section 12-10)

The "Special Long Island City Mixed Use District" is a Special Purpose District designated with the letters "LIC" in which regulations set forth in Article XI, Chapter 7, apply. There are three special subdistricts within the #Special Long Island City Mixed Use District#: the Hunters Point Subdistrict, the Court Square Subdistrict, and the Queens Plaza Subdistrict. The #Special Long Island City Mixed Use District# and its regulations supplement, modify and supersede those of the districts on which it is superimposed.

7/26/01
117-02
General Provisions

In harmony with the general purposes and content of this Resolution and the general purposes of the #Special Long Island City Mixed Use District#, the regulations of the #Special Long Island City Mixed Use District# shall apply to all #developments#, #enlargements#, alterations and changes of #use# within the #Special Long Island City Mixed Use District#, except as otherwise provided in this Chapter. The regulations of all other Chapters of this Resolution are applicable except as modified, supplemented or superseded by the provisions of this Chapter. In the event of a conflict between the provisions of this Chapter and other regulations of this Resolution, the provisions of this Chapter shall control.

- (a) Notwithstanding the provisions of Section 54-40 (DAMAGE OR DESTRUCTION IN NON-COMPLYING BUILDINGS), when a #building# that existed on October 25, 1995, within the Hunters Point or Court Square Subdistricts, is damaged or demolished by any means, it may be reconstructed to its #bulk# prior to such damage or destruction or to the #bulk# permitted by this Chapter, whichever is greater.
(b) For #developments# or #enlargements# containing both #residential# and non-#residential uses#, or for changes in #use# that would result in a #building# occupied by #residential# and non-#residential uses#, the #residential use# shall be located on a #story# or #stories# above the highest #story# occupied, in whole or in part, by a non-#residential use#. Non-#residential uses# may, however, be located on the same #story#, or on a #story# higher than that occupied by #residential uses#, provided that the non-#residential uses#:
(1) are located in a portion of the #mixed use building# that has separate direct access to the #street# with no access to the #residential# portion of the #building# at any #story#; and
(2) are not located directly over any portion of the #building# containing #dwelling units#.
(c) Regulations relating to #accessory# parking facilities, #public parking lots# and #public parking garages# within the #Special Long Island City Mixed Use District# Hunters Point Subdistrict, the Court Square Subdistrict and the Queens Plaza Subdistrict are set forth in Article I, Chapter 3 (Comprehensive Off-Street Parking Regulations in Community Districts 1, 2, 3, 4, 5, 6, 7 and 8 in the Borough of Manhattan and in Portions of Community Districts 1 and 2 in the Borough of Queens).
(d) In the granting of special permits or authorizations within the #Special Long Island City Mixed Use District#, the City Planning Commission may prescribe additional appropriate conditions and safeguards to minimize adverse effects on the character of the surrounding uses.
(e) Where references are made to #block# numbers within this Chapter, such numbers are to be found on the maps appended to this Chapter.
(f) In areas within the #Special Long Island City Mixed Use District# that are not within a Subdistrict, the regulations of the underlying zoning district shall apply.

7/26/01
117-03
District Plan and Maps

The regulations of this Chapter implement the #Special Long Island City Mixed Use District# Plan.

The District Plan includes the following maps in Appendices A, B and C:

- Appendix A Map of the #Special Long Island City Mixed Use District# and Subdistricts
Appendix B Court Square Subdistrict Plan Map and Description of Improvements
Appendix C Queens Plaza Subdistrict Plan Maps:
Map 1 - Designated Districts within the Queens Plaza Subdistrict
Map 2 - Ground Floor Use and Frontage
Map 3 - Sidewalk Widening, Street Wall Location and Ground Floor Use.

The maps are hereby incorporated and made part of this Resolution for the purpose of specifying locations where the special regulations and requirements set forth in the text of this Chapter apply.

8/12/04

117-04
Subdistricts

In order to carry out the purposes and provisions of this Chapter, three four subdistricts are established within the #Special Long Island City Mixed Use District#. In each of these subdistricts certain special regulations apply that do not apply elsewhere within the remainder of the #Special Long Island City Mixed Use District# and supplement or supersede the provisions of Sections 117-00 through 117-03, inclusive. The Special District and Subdistricts are shown in Appendix A of this Chapter.

Special regulations set forth in Sections 117-10 through 117-30, inclusive, shall apply to the Hunters Point Subdistrict and shall supplement or supersede the provisions of Sections 117-00 through 117-03, inclusive.

The Court Square Subdistrict Plan Map is shown in Appendix B of this Chapter. Special regulations set forth in Sections 117-40 through 117-45, inclusive, shall apply to the Court Square Subdistrict and shall supplement or supersede the provisions of Sections 117-00 through 117-03, inclusive.

The Queens Plaza Subdistrict Plan Maps are included in Appendix C of this Chapter. Special regulations set forth in Sections 117-50 through 117-57, inclusive, shall apply to the Queens Plaza Subdistrict and shall supplement or supersede the provisions of Sections 117-00 through 117-03, inclusive.

Sections 117-60 through 117- 64, inclusive, shall apply to the Dutch Kills Subdistrict.

117-05
Applicability of Article I, Chapter 1

Within the #Special Long Island City Mixed Use District#, Section 11-15 (Environmental Requirements) shall apply, except that prior to issuing a building permit for any #development#, or for an #enlargement#, #extension# or a change of #use#, on a lot that has an (E) designation for potential hazardous material contamination, or noise or air quality impacts, the Department of Buildings shall be furnished with a report from the Department of Environmental Protection of the City of New York stating:

- (a) in the case of an (E) designation for potential hazardous material contamination, that environmental requirements related to the (E) designation have been met for that lot; or
(b) in the case of an (E) designation for noise or air quality impacts, that the plans and drawings for such #development# or #enlargement# will result in compliance with the environmental requirements related to the (E) designation.

* * *

117-60
DUTCH KILLS SUBDISTRICT

In the #Special Long Island City Mixed Use District#, the special regulations of Sections 117-60 through 117-64, inclusive, shall apply within the Dutch Kills Subdistrict.

117-61
General Provisions

In specified areas of the Dutch Kills Subdistrict of the #Special Long Island City Mixed Use District#, an M1 District is paired with a #Residence District#. For the purposes of Section 117-60, inclusive, regulating the Dutch Kills Subdistrict, such #Residence# and M1 Districts are referred to as the "designated districts." The designated districts within the Dutch Kills Subdistrict are indicated on the #zoning map# and are as follows:

- M1-2/R5B
M1-2/R5D
M1-2/R6A
M1-3/R7X

The special provisions of Article XII, Chapter 3, of the #Special Mixed Use District# shall apply to the designated districts within the Dutch Kills Subdistrict except where modified by the provisions of the Subdistrict, and shall supplement or supersede the provisions of the underlying designated #Residence# or M1 District, as applicable.

117-62
Special Use Regulations

In the Dutch Kills Subdistrict, the provisions of Section 42-12 (Use Groups 3A, 6A, 6B, 6D, 6F, 7B, 7C, 7D, 7E, 8, 9B, 9C, 10A, 10B, 10C, 11, 12A, 12C, 12D, 12E, 13, 14 and 16) shall be modified to permit food stores, including supermarkets, grocery stores or delicatessen stores, without limitation as to #floor area# per establishment.

117-63
Special Bulk Regulations in the Designated Districts

Maximum #floor area ratio#, #lot coverage# and #street wall# provisions in the designated districts are modified as set forth in Sections 117-631 through 117- 633, inclusive.

117-631
Floor area ratio and lot coverage modifications

- (a) In the Dutch Kills Subdistrict, the #floor area# of a #building# shall not include floor space used for #accessory# off-street parking spaces provided in any #story# located not more than 33 feet above #curb level#, in any #building#, except where such floor space used for #accessory parking# is contained within a #public parking garage#.

(b) M1-2/R5B Designated District

The maximum #floor area ratio# for #residential use# shall be 1.65.
The maximum #lot coverage# for a #residential building# shall be 60 percent on an #interior lot# or #through lot# and 80 percent on a #corner lot#.

(c) M1-3/R7X Designated District

(1) Inclusionary Housing Program

Where the designated district is M1-3/R7X within the Dutch Kills Subdistrict, such district shall be an #Inclusionary Housing designated area# pursuant to Section 12-10 (Definitions), for the purpose of making the Inclusionary Housing Program regulations of Section 23-90 (Inclusionary Housing Program), inclusive, applicable as modified within the Special District.

(2) Maximum floor area ratio

Within such #Inclusionary Housing designated area#, the maximum #floor area ratio# for any #building# containing a #residential use# shall not exceed the base #floor area ratio# of 3.75, except that such base #floor area ratio# may be increased to the maximum #floor area ratio# of 5.0 as set forth in Section 23-942 through the provision of #lower income housing#, pursuant to the provisions relating to #Inclusionary Housing designated areas# in Section 23-90 (INCLUSIONARY HOUSING).

117-632
Street wall location

In the Dutch Kills Subdistrict, the #street wall# of any #residential# or #mixed use development# or #enlargement# shall be located no closer to nor further from the #street line# than the #street wall# of an adjacent existing #building#. For all #zoning lots#, the #street wall# of a #building# need not be located further from the #street line# than 15 feet.

117-633
Maximum street wall height

In M1-2/R5B designated districts, for #residential buildings#, the maximum height of a #street wall# above the #base plane# shall be 33 feet or three #stories#, whichever is less.

117-634
Maximum building height for mixed use buildings in designated R5 Districts

The provisions regarding the maximum height of #mixed use buildings# within 25 feet of a #street line#, as set forth in Section 123-661 (Mixed use buildings in Special Mixed Use Districts with R3, R4 or R5 District designations), shall be modified in the Dutch Kills Subdistrict, where the designated Residence District is an R5 District, as follows:

- (a) In designated R5B Districts, no #building or other structure# shall exceed a height of 33 feet within 25 feet of a #street line#;
- (b) In designated R5D Districts, no #building or other structure# shall exceed a height of 40 feet within 25 feet of a #street line#.

117-64
Special Parking Regulations

The provisions of Section 123-70 (Parking and Loading) and the underlying #accessory# off-street parking and loading regulations for the designated districts, are modified as follows:

(a) Commercial and community facility uses

- (1) The #accessory# off-street parking and loading requirements of a C8-2 District, as set forth in Article III, Chapter 6, shall apply to all #commercial# and #community facility uses#, except that this modification shall not apply to #uses# listed in Use Group 5. The #accessory# off-street parking and loading requirements applicable to the designated M1 District set forth in Article IV, Chapter 4, and Section 123-70 shall apply to Use Group 5.
- (2) For Use Group 5 #uses#, the provisions of Section 44-23 (Waiver of Requirements for Spaces Below Minimum Number) shall be modified as follows: the maximum number of #accessory# off-street parking spaces for which requirements are waived shall be 5 spaces.

(b) Residential uses

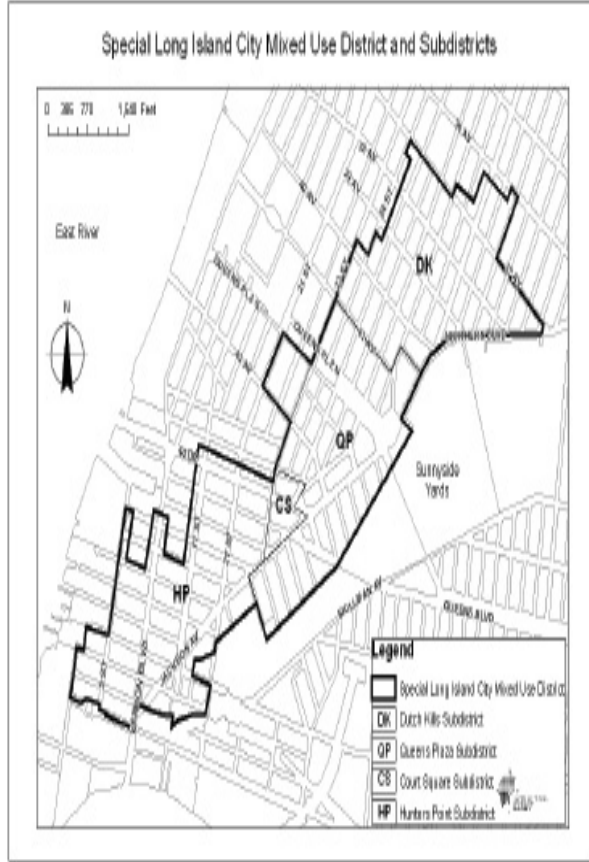
- (1) The provisions of Section 25-241 (Reduced requirements) shall not apply in the designated M1-3/R7X District.
- (2) In the applicable designated #Residence Districts#, the provisions of Section 25-26 (Waiver of Requirements for Small Number of Spaces) are modified as follows:
 - i) in the designated M1-2/R6A and M1-3/R7X Districts, the provisions of Section 25-26 shall only apply to #zoning lots# existing both on (date of

amendment adoption) and on the date of application for a building permit.

- ii) for all new #residential developments# or #enlargements# in the designated M1-3/R7X District, the maximum number of #accessory# off-street parking spaces for which requirements are waived shall be five spaces.

- (3) Where the designated district is a M1-2/R5B District, the provisions of Section 25-633 (Prohibition of curb cuts in certain districts) shall not apply.

APPENDIX A
Special Long Island City Mixed Use District and Subdistricts (Proposed Text Map)



No. 10

CD 1 C 080429 ZMQ
IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 9b:

- 1. changing from an M1-3D District to an M1-2 District property bounded by a line 100 feet southwesterly of 37th Avenue, a line 100 feet southeasterly of 24th Street, a line 100 feet southwesterly of 39th Avenue, 24th Street, a line 100 feet northeasterly of 40th Avenue, 23rd Street, 39th Avenue, and 24th Street;
- 2. changing from an M1-1 District to an M1-2/R5B District property bounded by 36th Avenue, 33rd Street, a line 200 feet southwesterly of 36th Avenue, a line midway between 32nd Street and 33rd Street, a line 150 feet northeasterly of 37th Avenue, and a line midway between 31st Street and 32nd Street;
- 3. changing from an M1-1 District to an M1-2/R6A District property bounded by a line 100 feet southwesterly of 36th Avenue, a line midway between 31st Street and 32nd Street, a line 150 feet northeasterly of 37th Avenue, a line midway between 32nd Street and 33rd Street, a line 200 feet southwesterly of 36th Avenue, 33rd Street, 37 Avenue, 29th Street, a line 460 feet southwesterly of 36th Avenue, and a line midway between 30th Street and 31st Street;
- 4. changing from an M1-3D District to an M1-2/R5B District property bounded by:
 - a. a line 100 feet southwesterly of 37th Avenue, 29th Street, a line 100 feet northeasterly of 38th Avenue, and a line 100 feet northwesterly of 27th Street;
 - b. a line 100 feet southwesterly of 38th Avenue, a line midway between 29th Street and 30th Street, a line 100 feet northeasterly of 39th Avenue, and a line midway between Crescent Street and 27th Street;
 - c. a line 100 feet southwesterly of 39th Avenue, a line midway between 24th Street and Crescent Street, a line 100 feet northeasterly of 40th Avenue, and 24th Street;
 - d. a line 100 feet southwesterly of 39th Avenue, a line 100 feet northwesterly of 29th Street, a line 100 feet northeasterly of 40th Avenue, and a line midway between 27th Street and Crescent Street;
 - e. a line 100 feet southwesterly of 40th Avenue, a line midway between 24th

Street and Crescent Street, a line 100 feet northeasterly of 41st Avenue, and 23rd Street; and

- f. a line 100 feet southwesterly of 40th Avenue, 29th Street, a line 100 feet northeasterly of 41st Avenue, and a line midway between 27th Street and Crescent Street;
 - 5. changing from an M1-3D District to an M1-2/R5D District property bounded by:
 - a. a line 100 feet southwesterly of 37th Avenue, a line 100 feet northwesterly of 27th Street, a line 100 feet northeasterly of 38th Avenue, and a line 100 feet southeasterly of 24th Street; and
 - b. by a line 100 feet southwesterly of 38th Avenue, a line midway between Crescent Street and 27th Street, a line 100 feet northeasterly of 39th Avenue, a line midway between 29th Street and 30th Street, a line 100 feet southwesterly of 38th Avenue, a line midway between 30th Street and 31st Street, 39th Avenue, a line midway between 29th Street and 30th Street and its southwesterly prolongation, 40th Road, 29th Street, a line 100 feet southwesterly of 40th Avenue, a line midway between Crescent Street and 27th Street, a line 100 feet northeasterly of 41st Avenue, a line midway between Crescent Street and 24th Street, a line 100 feet southwesterly of 40th Avenue, 23rd Street, a line 100 feet northeasterly of 40th Avenue, and a line 100 feet southeasterly of 24th Street; and excluding the area bounded by a line 100 feet southwesterly of 39th Avenue, a line 100 feet northwesterly of 29th Street, a line 100 feet northeasterly of 40th Avenue, and a line midway between 27th Street and Crescent Street;
 - 6. changing from an M1-3D District to an M1-2/R6A District property bounded by:
 - a. 37th Avenue, 34th Street, a line 100 feet southwesterly of 38th Avenue, a line midway between 31st Street and 32nd Street, 39th Avenue, a line midway between 30th Street and 31st Street, a line 100 feet southwesterly of 38th Avenue, a line 100 feet southeasterly of 24th Street, a line 100 feet northeasterly of 38th Avenue, 29th Street, a line 100 feet southwesterly of 37th Avenue, and 24th Street; and
 - b. a line 100 feet northeasterly of 41st Avenue, 29th Street, 41st Avenue, and 23rd Street;
 - 7. changing from an M1-3D District to an M1-3/R7X District property bounded by 37th Avenue, the northerly centerline prolongation of Standard Lane, Northern Boulevard, 40th Road, a line midway between 29th Street and 30th Street and its southwesterly prolongation, 39th Avenue, a line midway between 31st Street and 32nd Street, a line 100 feet southwesterly of 38th Avenue, and 34th Street; and
 - 8. establishing a Special Long Island City District (LIC) bounded by 36th Avenue, 33rd Street, 37th Avenue, the northerly centerline prolongation of Standard Lane, Northern Boulevard, 40th Road, 29th Street, 41st Avenue, 23rd Street, a line 100 feet northeasterly of 40th Avenue, 24th Street, a line 100 feet southwesterly of 39th Avenue, a line 100 feet southeasterly of 24th Street, a line 100 feet southwesterly of 37th Avenue, 24th Street, 37th Avenue, 29th Street, a line 460 feet southwesterly of 36th Avenue, a line midway between 30th Street and 31st Street, a line 100 feet southwesterly of 36th Avenue, and a line midway between 32nd Street and 33rd Street;
- as shown on a diagram (for illustrative purposes only) dated May 19, 2008, and subject to the conditions of CEQR Declaration E-218.
- NOTICE**
- On Wednesday, July 23, 2008, at 10:00 A.M., in Spector Hall, at the Department of City Planning, 22 Reade Street, in Lower Manhattan, a public hearing is being held by the City Planning Commission in conjunction with the above ULURP hearing to receive comments related to a Draft Environmental Impact Statement (DEIS) concerning zoning map amendments affecting all or portions of 40 blocks in Dutch Kills neighborhood of Queens Community District 1. The proposed zoning map amendments would create the Dutch Kills Subdistrict within the Special Long Island City Mixed-Use District and establish Inclusionary Housing provisions for an area along Northern Boulevard proposed for an M1-3/R7X District:**
- This hearing is being held pursuant to the State Environmental Quality Review Act (SEQRA) and City Environmental Quality Review (CEQR), CEQR No. 08DCP021Q.**
- No. 11
LAURELTON REZONING**
- CD 13 C 080462 ZMQ**
IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City charter for an amendment of the Zoning Map, Section Nos. 19a, 19b and 19c:
- 1. eliminating from an existing R3-2 District a C1-2

- District bounded by 225th Street, a line 150 feet northeasterly of Merrick Boulevard, a northwesterly service road of Laurelton Parkway, and a line 150 feet southwesterly of Merrick Boulevard;
2. eliminating from an existing R3-2 District a C2-2 District bounded by:
 - a. a line 100 feet northeasterly of 141st Avenue, 225th Street, 141st Road, 224th Street, Prospect Court, a line 150 feet northwesterly of 224th Street, 141st Avenue, and 224th Street; and
 - b. 143rd Road, a line 150 feet southeasterly of Springfield Boulevard, 144th Avenue, North Conduit Avenue, and Springfield Boulevard;
 3. changing from an R3-2 District to an R2 District property bounded by:
 - a. a line 75 feet northeasterly of 133rd Avenue, a line midway between 225th Street and 226th Street, 133rd Avenue, and 224th Street;
 - b. a line 150 feet northeasterly of Merrick Boulevard, a line midway between Francis Lewis Boulevard and 231st Street, a line 100 feet northeasterly of Merrick Boulevard, 229th Street, a line 95 feet northeasterly of Merrick Boulevard, 228th Street, a line 100 feet northeasterly of Merrick Boulevard, and 225th Street;
 - c. a line 100 feet southwesterly of 135th Avenue, 224th Street, 137th Avenue, 224th Street, a line 100 feet northeasterly of 141st Avenue, 225th Street, a line 80 feet northeasterly of 141st Avenue, 224th Street, Carson Street, a line midway between 222nd Street and 223rd Street, 139th Avenue, 222nd Street, a line 100 feet northeasterly of 139th Avenue, a line midway between 222nd Street and 223rd Street, 138th Avenue, the southwesterly prolongation of the southeasterly street line of 223rd Street, 137th Avenue, and 223rd Street;
 - d. a line 100 feet northeasterly of 137th Avenue, 226th Street, 137th Avenue, and 225th Street; and
 - e. 141st Avenue, 226th Street, Mentone Avenue, and 225th Street;
 4. changing from a C8-1 District to an R2 District property bounded by a line 150 feet northeasterly of Merrick Boulevard, 225th Street, a line 100 feet northeasterly of Merrick Boulevard, and a line midway between 222nd Street and 223rd Street;
 5. changing from an R2 District to an R2A District property bounded by:
 - a. 121st Street, Laurelton Parkway, 131st Avenue and its southeasterly centerline prolongation, 232nd Street, a line 140 feet southwesterly of 131st Avenue, a line 90 feet southeasterly of 233rd Street, 133rd Avenue, a line 50 feet southeasterly of 234th Street, a line 150 feet northeasterly of Merrick Boulevard, 234th Street, the northwesterly prolongation of the southwesterly street line of 133rd Road, a line 80 feet southeasterly of 233rd Street, a line 150 feet northeasterly of Merrick Boulevard, a line midway between Francis Lewis Boulevard and 231st Street, 133rd Avenue, a line midway between Francis Lewis Boulevard and 230th Street, a line 330 feet northeasterly of 133rd Avenue, a line midway between 229th Street and 230th Street, 130th Avenue, 224th Street, 131st Avenue, 223rd Street, a line 100 feet southwesterly of 131st Avenue, a line midway between 222nd Street and 223rd Street, a line 100 feet northeasterly of 133rd Avenue, 223rd Street, a line 100 feet southwesterly of 133rd Avenue, a line midway between 222nd Street and 223rd Street, a line 150 feet northeasterly of Merrick Boulevard, 220th Street, 133rd Avenue, a line midway between 220th Street and 221st Street, a line 100 feet southwesterly of 131st Avenue, 220th Street, 131st Avenue, Springfield Boulevard, a northeasterly boundary line of Montefiore Cemetery, the southwesterly prolongation of a line midway between 227th Street and 228th Street, and Francis Lewis Boulevard; and
 - b. 137th Avenue, Francis Lewis Boulevard, 230th Place, a line 100 feet northeasterly of 141st Avenue, a line midway between 229th Street and 230th Street, a line 100 feet southwesterly of 139th Avenue, 228th Street, a line 100 feet northeasterly of 139th Avenue, a line midway between 228th Street and 229th Street, a line 100 feet southwesterly of 138th Avenue, 229th Street, 138th Avenue, 227th Street, a line 100 feet northeasterly of 138th Avenue, and a line midway between 225th Street and 226th Street;
 6. changing from an R3-2 District to an R2A District property bounded by:
 - a. a line 150 feet northeasterly of Merrick Boulevard, a line 80 feet southeasterly of 233rd Street, a line 100 feet northeasterly of Merrick Boulevard, and a line midway between Francis Lewis Boulevard and 231st Street;
 - b. a line 150 feet northeasterly of Merrick Boulevard, a line 50 feet southwesterly of 234th Street, a line 100 feet southwesterly of 133rd Road, and 234th Street;
 - c. a line 100 feet northeasterly of 137th Avenue, 230th Street, 137th Avenue, and 226th Street; and
 - d. 137th Avenue, the southwesterly prolongation of the southeasterly street line of 223rd Street, 138th Avenue, a line midway between 222nd Street and 223rd Street, a line 100 feet northeasterly of 139th Avenue, 222nd Street, 139th Avenue, a line midway between 222nd Street and 223rd Street, Carson Street, a line 100 feet northwesterly of 222nd Street, 138th Avenue, a line 100 feet southeasterly of 220th Place, 137th Road, and 220th Place;
 7. changing from a C8-1 District to an R2A District property bounded by a line 150 feet northeasterly of Merrick Boulevard, a line midway between 222nd Street and 223rd Street, a line 100 feet northeasterly of Merrick Boulevard, and 220th Street;
 8. changing from an R3-2 District to an R3-1 District property bounded by:
 - a. a line 100 feet southwesterly of Merrick Boulevard, 229th Street, a line 95 feet southwesterly of Merrick Boulevard, 230th Street, 135th Avenue, and a line midway between 228th Street and 229th Street; and
 - b. 135th Avenue, a line midway between 228th Street and 229th Street, a line 100 feet southwesterly of 135th Avenue, a line midway between 227th Street and 228th Street, a line 120 feet southwesterly of 135th Avenue, and a line midway between 226th Street and 227th Street;
 9. changing from an R2 District to an R3-2 District property bounded by:
 - a. 131st Avenue and its southeasterly centerline prolongation, Laurelton Parkway, Merrick Boulevard, a northwesterly service road of Laurelton Parkway, a line 150 feet northeasterly of Merrick Boulevard, a line 50 feet southeasterly of 234th Street, 133rd Avenue, a line 90 feet southeasterly of 233rd Street, a line 140 feet southwesterly of 131st Avenue, and 232nd Street; and
 - b. the northwesterly prolongation of the southwesterly street line of 133rd Road, 234th Street, and a line 150 feet northeasterly of Merrick Boulevard;
 10. changing from an R3-2 District to an R3A District property bounded by:
 - a. Springfield Boulevard, 135th Avenue, a line 100 feet southeasterly of Springfield Boulevard, a line midway between 134th Road and 135th Avenue, a line 200 feet southeasterly of Springfield Boulevard, 134th Road, 217th Street, a line 175 feet southwesterly of Merrick Boulevard, a line 100 feet northwesterly of 218th Street, a line 150 feet southwesterly of Merrick Boulevard, 222nd Street, 134th Road, 223rd Street, a line 150 feet southwesterly of Merrick Boulevard, 225th Street, a line 100 feet southwesterly of Merrick Boulevard, 227th Street, a line 95 feet northeasterly of 135th Avenue, a line 80 feet southeasterly of 225th Street, a line 100 feet northeasterly of 135th Avenue, 225th Street, a line 75 feet northeasterly of 135th Avenue, 224th Street, a line 100 feet northeasterly of 135th Avenue, the northeasterly centerline prolongation of 223rd Street, 135th Avenue, 218th Street, 137th Avenue, 219th Street, 137th Road, 218th Street, 138th Avenue, and Carson Street; and
 - b. a line 100 feet southwesterly of Merrick Boulevard, a line 100 feet southeasterly of 234th Street, a line 100 feet northeasterly of 134th Road and its southeasterly prolongation, Laurelton Parkway and its southwesterly centerline prolongation (at North Conduit Avenue), South Conduit Avenue, the southwesterly centerline prolongation of 230th Place, the northeasterly boundary line of the Long Island Rail Road (Montauk Division) right-of-way, a line perpendicular to the southwesterly street line of Mentone Avenue distant 325 feet southeasterly (as measured along the street line) from the point of intersection of the southwesterly street line of Mentone Avenue and the southeasterly street line of 225th Street, Mentone Avenue, a line 100 feet southeasterly of 228th Street, 141st Avenue, 230th Place, Francis Lewis Boulevard, 137th Avenue, 230th Street, a line 100 feet northeasterly of 137th Avenue, a line midway between 229th Street and 230th Street, 135th Avenue, and 230th Street;
 11. changing from a C8-1 District to an R3A District property bounded by a line 100 feet northeasterly of 219th Street, a line 125 feet southwesterly of Merrick Boulevard, a line 100 feet northeasterly of 220th Street, a line 100 feet southwesterly of Merrick Boulevard, 221st Street, a line 140 feet southwesterly of Merrick Boulevard, 222nd Street, a line 100 feet southwesterly of Merrick Boulevard, 223rd Street, 134th Road, 222nd Street, and a line 150 feet southwesterly of Merrick Boulevard;
 12. changing an R3-2 District to an R3X District property bounded by:
 - a. 135 Avenue, 222nd Street, 136th Avenue, a line midway between 221st Street and 222nd Street, a line 100 feet northeasterly of 137th Avenue, 221st Street, 137th Avenue, 220th Place, 137th Road, a line 100 feet southeasterly of 220th Place, 138th Avenue, a line 100 feet northwesterly of 222nd Street, Carson Street, a line 125 feet southeasterly of 219th Street, a line 145 feet southwesterly of 139th Avenue and its southeasterly prolongation, a line 240 feet southeasterly of 219th Street, 140th Avenue and its southeasterly centerline prolongation, a line 110 feet southeasterly of 219th Street, 141st Avenue, a line 300 feet southeasterly of 222nd Street, a line midway between 141st Avenue and 141st Road, a line 175 feet northwesterly of 224th Street, 141st Road, a line 100 feet northwesterly of 224th Street, Prospect Court and its southeasterly centerline prolongation, a line 210 feet southeasterly of 225th Street, North Conduit Avenue, 225th Street, South Conduit Avenue, Springfield Boulevard, a line 120 feet northwesterly of 142nd Road, a line 255 feet northwesterly of 221st Street, Edgewood Avenue, the northeasterly prolongation of a line 80 feet northwesterly of 221st Street, the southwesterly boundary line of the Long Island Rail Road (Montauk Division) right-of-way, a line 140 feet northwesterly of 222nd Street, 141st Road, a line 100 feet northwesterly of 219th Street, a line 150 feet easterly of Springfield Boulevard, a line 100 feet northeasterly of 138th Road, Carson Street, 138th Avenue, 218th Street, 137th Road, 219th Street, 137th Avenue, and 218th Street; and
 - b. a line 100 feet southwesterly of Merrick Boulevard, a line midway between 228th Street and 229th Street, 135th Avenue, a line midway between 226th Street and 227th Street, a line 120 feet southwesterly of 135th Avenue, a line midway between 227th Street and 228th Street, a line 100 feet southwesterly of 135th Avenue, a line midway between 228th Street and 229th Street, 135th Avenue, a line midway between 229th Street and 230th Street, a line 100 feet northeasterly of 137th Avenue, 225th Street, 137th Avenue, 224th Street, a line 290 feet southwesterly of 135th Avenue, a line midway between 225th Street and 226th Street, 135th Avenue, a line 80 feet southeasterly of 225th Street, a line 95 feet northeasterly of 135th Avenue, and 227th Street;
 13. changing from an R2 District to an R4B District property bounded by:
 - a. 130th Avenue, a line midway between 227th Street and 228th Street, a line 225 feet southwesterly of 130th Avenue, and a line midway between 226th Street and 227th Street;
 - b. a line 100 feet northeasterly of 141st Avenue, a line midway between 227th Street and 228th Street, 141st Avenue, and 226th Street; and
 - c. a line 100 feet northeasterly of 141st Avenue, 230th Place, and 141st Avenue, and a line midway between 228th Street and 229th Street;
 14. changing from an R3-2 District to an R4B District property bounded by:
 - a. 130th Avenue, a line midway between 226th Street and 227th Street, 133rd Avenue, a line midway between 225th Street and 226th Street, a line 75 feet northeasterly of 133rd Avenue, and 224th Street; and
 - b. 141st Avenue, a line 100 feet southeasterly

of 228th Street, Mentone Avenue, a line perpendicular to the southwesterly street line of Mentone Avenue distant 325 feet southeasterly (as measured along the street line) from the point of intersection of the southwesterly street line of Mentone Avenue and the southeasterly street line of 225th Street, a northeasterly boundary line of the Long Island Rail Road (Montauk Division) right-of-way, 225th Street, Mentone Avenue, and 226th Street;

- 15. changing from an R2 District to an R5D District property bounded by 133rd Road, a line 100 feet southeasterly of Springfield Boulevard, a line midway between 133rd Road and Merrick Boulevard, and Springfield Boulevard;
16. changing from an R3-2 District to an R5D District property bounded by a line 150 feet southwesterly of Merrick Boulevard and its northwesterly prolongation (at 217th Street), a line 100 feet northwesterly of 218th Street, a line 175 feet southwesterly of Merrick Boulevard, 217th Street, 134th Road, a line 200 feet southeasterly of Springfield Boulevard, a line midway between 134th Road and 135th Avenue, a line 100 feet southeasterly of Springfield Boulevard, 135th Avenue, and Springfield Avenue;
17. changing from a C8-1 District to an R5D District property bounded by a line midway between Merrick Boulevard and 133rd Road, 218th Street, 133rd Road, 220th Street, a line 100 feet northeasterly of Merrick Boulevard, 225th Street, a line 150 feet southeasterly of Merrick Boulevard, 223rd Street, a line 100 feet southwesterly of Merrick Boulevard, 222nd Street, a line 140 feet southwesterly of Merrick Boulevard, 221st Street, a line 100 feet southwesterly of Merrick Boulevard, a line 100 feet northwesterly of 220th Street, a line 125 feet southwesterly of Merrick Boulevard, a line 100 feet northwesterly of 219th Street, a line 150 feet southwesterly of Merrick Boulevard and its northwesterly prolongation (at 217th Street), and Springfield Boulevard;
18. establishing within a proposed R3X District a C1-3 District bounded by Springfield Boulevard, a line 60 feet northeasterly of 144th Avenue, a line 75 feet southeasterly of Springfield Boulevard, 144th Avenue, and North Conduit Avenue;
19. establishing within an existing R3-2 District a C1-3 District bounded by:
a. 225th Street, a line 100 feet northeasterly of Merrick Boulevard, 228th Street, a line 95 feet northeasterly of Merrick Boulevard, 229th Street, a line 100 feet northeasterly of Merrick Boulevard, 234th Street, a line 100 feet southwesterly of 133rd Road (straight portion) and its southeasterly centerline prolongation, a northwesterly service road of Laurelton Parkway, a line 100 feet northeasterly of 134th Road, a line 100 feet southeasterly of 234th Street, a line 100 feet southwesterly of Merrick Boulevard, 230th Street, a line 95 feet southwesterly of Merrick Boulevard, 229th Street, and a line 100 feet southwesterly of Merrick Boulevard;
b. 224th Street, a line 80 feet northeasterly of 141st Avenue, 225th Street, and 141st Avenue;
c. 224th Street, the Long Island Rail Road (Montauk Division) right-of-way, 225th Street, and 141st Road; and
d. 141st Road, 224th Street, Prospect Court, and a line 100 feet northwesterly of 224th Street;
20. establishing within a proposed R5D District a C2-3 District bounded by Springfield Boulevard, 133rd Road, a line 100 feet southeasterly of Springfield Boulevard, a line midway between 133rd Road and Merrick Boulevard, 218th Street, a line 100 feet northeasterly of Merrick Boulevard, 225th Street, a line 100 feet southwesterly of Merrick Boulevard, 222nd Street, a line 140 feet southwesterly of Merrick Boulevard, 221st Street, a line 100 feet southwesterly of Merrick Boulevard, a line 100 feet northwesterly of 220th Street, a line 125 feet southwesterly of Merrick Boulevard, a line 100 feet southwesterly of 219th Street, a line 150 feet southwesterly of Merrick Boulevard, a line 100 feet northwesterly of 218th Street, a line 175 feet southwesterly of Merrick Boulevard, 217th Street, 134th Road, a line 200 feet southeasterly of Springfield Boulevard, a line midway between 134th Road and 135th Avenue, a line 100 feet southeasterly of Springfield Boulevard, and 135th Avenue;

as shown on a diagram (for illustrative purposes only) dated June 2, 2008 and subject to the conditions of CEQR Declaration E-219.

BOROUGH OF STATEN ISLAND
Nos. 12 & 13
ST. GEORGE REZONING
No. 12

CD 1 N 080425 ZRR
IN THE MATTER OF an application submitted by the

Department of City Planning pursuant to Section 201 of the New York City Charter, for amendment of the Zoning Resolution of the City of New York relating to Article I, Chapters 1, 2, 4, 5 and Article 10, Chapter 8 to establish the Special St. George District in Staten Island, CD 1.

Special St. George District

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

11-12
Establishment of Districts

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

* * *
Establishment of the Special South Richmond Development District

In order to carry out the special purposes of this Resolution as set forth in Article X, Chapter 7, the #Special South Richmond Development District# is hereby established.

Establishment of the Special St. George District

In order to carry out the special purposes of this Resolution as set forth in Article X, Chapter 8, the #Special St. George District# is hereby established.

* * *
12-10
DEFINITIONS

* * *
Special South Richmond Development District
* * *
Special St. George District

The "Special St. George District" is a Special Purpose District designated by the letters "SG" in which special regulations set forth in Article X, Chapter 8, apply. The #Special St. George District# appears on the #zoning maps# superimposed on other districts and its regulations supplement or supersede those of the districts on which it is superimposed.

Special Stapleton Waterfront District

* * *
14-44
Special Zoning Districts Where Certain Sidewalk Cafes are Permitted

#Enclosed# or #unenclosed sidewalk cafes# shall be permitted, as indicated, in the following special zoning districts, where allowed by the underlying zoning. #Small sidewalk cafes#, however, may be located on #streets# or portions of #streets# within special zoning districts pursuant to the provisions of Section 14-43 (Locations Where Only Small Sidewalk Cafes Are Permitted).

Table with 3 columns: District Name, #Enclosed Sidewalk Cafe#, #Unenclosed Sidewalk Cafe#. Rows include Staten Island, South Richmond Development District, St. George District, and Stapleton Waterfront District.

* * *
Chapter 5
Residential Conversion of Existing Non-Residential Buildings

* * *
15-011
Applicability within Special Districts

The provisions of this Chapter shall apply in the #Special Downtown Jamaica District# as modified by Article XI, Chapter 5 (Special Downtown Jamaica District).

The provisions of this Chapter shall apply in the #Special St. George District# as modified by Article X, Chapter 8 (Special St. George District).

* * *
ARTICLE X
SPECIAL PURPOSE DISTRICTS

* * *
All text is new; it is not underlined

Chapter 8
Special St. George District

108-00
GENERAL PURPOSES

The "Special St. George District" established in this Resolution is designed to promote and protect public health, safety and general welfare. These general goals include

among others, the following specific purposes, to:

- (a) build upon St. George's existing strengths as a civic center, neighborhood and transit hub by providing rules that will bolster a thriving, pedestrian friendly business and residence district;
(b) establish zoning regulations that facilitate continuous ground floor retail and the critical mass needed to attract and sustain a broader mix of uses;
(c) require a tall, slender building form that capitalizes on St. George's hillside topography and maintains waterfront vistas;
(d) encourage the reuse and reinvestment of vacant office buildings;
(e) accommodate an appropriate level of off-street parking while reducing its visual impact, and
(f) promote the most desirable use of land and building development in accordance with the District Plan for St George and thus conserve the value of land and buildings and thereby protect the City's tax revenues.

108-01
Definitions

Definitions specifically applicable to this Chapter are set forth in this Section and may modify definitions set forth in Section 12-10 (DEFINITIONS). Where matter in italics is defined both in Section 12-10 and in this Chapter, the definitions in this Chapter shall govern.

Commercial Street

A "commercial street" shall be a street, or portion thereof, where special regulations pertaining to ground floor uses on #commercial streets#, pursuant to Section 108-11, apply to #zoning lots# fronting upon such #streets#. #Commercial streets# are designated on Map 2, in the Appendix to this Chapter.

108-02
General Provisions

In harmony with the general purpose and intent of this Resolution and the general purposes of the #Special St. George District#, the regulations of this Chapter shall apply to all #developments#, #enlargements#, alterations and changes of #use# within the #Special St. George District#. The regulations of all other Chapters of this Resolution are applicable, except as superseded, supplemented or modified by the provisions of this Chapter. In the event of a conflict between the provisions of this Chapter and other regulations of this Resolution, the provisions of this Chapter shall control.

However, the regulations of this Chapter shall not apply to any property that is the subject of a site selection for a court house and public parking garage pursuant to application 080379 PSR. Such property shall be governed by the underlying regulations of this Resolution.

Furthermore, any property that is the subject of a site selection and acquisition for the use of a lot for open parking pursuant to application 080378 PCR may be governed by the regulations of this Chapter or the underlying regulations of this Resolution for a period of two years after (date of enactment). After (date of enactment), such property shall be subject to the regulations of this Chapter.

108-03
District Plan and Maps

The regulations of this Chapter are designed to implement the #Special St. George District# Plan.

The District Plan includes the following four maps :

- Map 1 Special St. George District Plan
Map 2 Commercial Streets
Map 3 Minimum and Maximum Base Heights
Map 4 Tower Restriction Areas

The maps are located in the Appendix to this Chapter and are hereby incorporated and made a part of this Resolution. They are incorporated for the purpose of specifying locations where special regulations and requirements set forth in this Chapter apply.

108-04
Subdistricts

In order to carry out the purposes and provisions of this Chapter, the #Special St. George District# shall include two Subdistricts: Subdistrict A (Upland) and Subdistrict B (Waterfront), as shown on Map 1 (Special St George District Plan) in the Appendix to this Chapter.

108-05
Applicability of District Regulations

108-051
Applicability of Article I, Chapter 1

Within the #Special St. George District#, Section 11-15 (Environmental Requirements) shall apply, except that prior to issuing a building permit for any #development#, or for an #enlargement#, #extension# or a change of #use#, on a lot that has an (E) designation for hazardous material contamination, noise or air quality, the Department of Buildings shall be furnished with a report from the Department of Environmental Protection of the City of New York stating:

- (a) in the case of an (E) designation for hazardous material contamination, that environmental requirements related to the (E) designation have been met for that lot; or
- (b) in the case of an (E) designation for noise or air quality, that the plans and drawings for such #development# or #enlargement# will result in compliance with the environmental requirements related to the (E) designation.

108-052 Applicability of Article 1, Chapter 2

The definition of "lower density growth management area" in Section 12-10 (DEFINITIONS) shall be modified to exclude all districts within the #Special St George District#.

108-053 Applicability of Article 1, Chapter 5

The provisions of Article 1, Chapter 5 (Residential Conversion of Existing Non-Residential Buildings), shall apply in the #Special St. George District#, except as modified in this Chapter.

108-10 USE REGULATIONS

108-11 Ground Floor Uses on Commercial Streets

Map 2 (Commercial Streets) in Appendix A of this Chapter specifies locations where the special ground floor #use# regulations of this Section apply.

#Uses# on the ground floor of a #building# shall be limited to #commercial uses#. The level of the finished floor of such ground floor shall be located not higher than two feet above nor lower than two feet below the as-built level of the adjoining #street#.

#Commercial uses# shall have a depth of at least 30 feet from the #street wall# of the #building# facing the #commercial street# and shall extend along the entire width of the #building# except for lobbies and entrances to #accessory# parking spaces, provided such lobbies and entrances do not occupy more than 25 percent of the #street wall# width of the #building#. Enclosed parking spaces, or parking spaces covered by a #building#, including such spaces #accessory# to #residences# shall be permitted to occupy the ground floor provided they are located beyond 30 feet of the #street wall# of the #building# facing the #commercial street#.

108-12 Transparency Requirements

Any #street wall# of a #building# containing ground floor #commercial# or #community facility uses#, excluding #schools#, shall be glazed with transparent materials which may include show windows, glazed transoms or glazed portions of doors. Such glazed area shall occupy at least 50 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.

108-13 Location of Uses in Mixed Buildings

The provisions of Section 32-422 (Location of floors occupied by non-residential uses) are modified to permit #residential uses# on the same #story# as a non-#residential use# provided no access exists between such #uses# at any level containing #residences# and provided any non-#residential uses# are not located directly over any #residential uses#. However, such non-#residential uses# may be located over a #residential use# by authorization of the City Planning Commission upon a finding that sufficient separation of #residential uses# from non-#residential uses# exists within the #building#.

108-14 Security Gates

Within the #Special St. George District#, all security gates that are swung, drawn or lowered to secure commercial or community facility premises shall, when closed, permit visibility of at least 75 percent of the area covered by such gate when viewed from the #street# or publicly accessible area, except that this provision shall not apply to entrances or exits to parking garages.

108-20 FLOOR AREA, LOT COVERAGE AND YARD REGULATIONS

108-21 Maximum Floor Area Ratio

In C4-2 Districts within Subdistrict A, the underlying #floor area ratio# and #open space# regulations shall not apply. In lieu thereof, the maximum #floor area ratio# for any #use#, separately or in combination, shall be 3.4, and no #floor area# bonuses shall apply. However, for #zoning lots# with less than 10,000 square feet of #lot area# without frontage on a #commercial street#, the maximum #floor area ratio# for any #use#, separately or in combination, shall be 2.2, and no #floor area# bonuses shall apply.

108-22 Maximum Lot Coverage

In C4-2 Districts within Subdistrict A, the underlying #open space ratio# provisions shall not apply. In lieu thereof, the maximum permitted #lot coverage# for a #residential building# or portion thereof shall be 70 percent for an #interior# or #through lot# and 80 percent for a #corner lot#.

However, no maximum #lot coverage# shall apply to any #corner lot# of 5,000 square feet or less.

108-23 Rear Yard Equivalents

In C4-2 Districts within Subdistrict A, the #rear yard equivalent# regulations for #residential uses# on #through lots# or the #through lot# portion of a #zoning lot# are modified as set forth in this Section. Such #yards# shall be provided within 45 feet of the centerline of the #through lot# or #through lot# portion, and the level of such #yards# may be provided at any level not higher than the floor level of the lowest #story# containing #dwelling units# that face such #yards#. Furthermore, no #rear yard equivalent# regulations shall apply to any #through lot# or #through lot# portion of a #zoning lot# on which a tower is #developed# or #enlarged# pursuant to Section 108-34.

108-30 HEIGHT AND SETBACK REGULATIONS

In C1-2 Districts mapped within R3-2 Districts, all #buildings# shall comply with the height and setback regulations of R4 Districts, except that the maximum perimeter wall height shall be 26 feet, and the #street wall# location provisions of Section 108-32 (Street Wall Location and Base Height) shall apply.

The underlying height and setback regulations in C4-2 Districts within Subdistrict A shall not apply. In lieu thereof, the height and setback regulations of this Section, inclusive, shall apply.

In Subdistrict B, the underlying height and setback regulations of Section 62-34 (Height and Setback Regulations on Waterfront Blocks) shall apply, except as modified in Section 108-31 (Rooftop Regulations).

All heights shall be measured from the #base plane#.

108-31 Rooftop Regulations

The provisions of this Section shall apply to all #buildings# in C4-2 Districts within Subdistricts A and B.

- (a) Permitted obstructions

The provisions of Section 33-42 (Permitted Obstructions) shall apply to all #buildings#, except that elevator or stair bulkheads, roof water tanks, cooling towers or other mechanical equipment (including enclosures), may penetrate a maximum height limit, provided that either:

- (1) the product, in square feet, of the #aggregate width of street walls# of such obstructions facing each #street# frontage, times their average height, in feet, shall not exceed a figure equal to eight times the width, in feet, of the #street wall# of the #building# facing such frontage; or
- (2) the #lot coverage# of all such obstructions does not exceed 20 percent of the #lot coverage# of the #building#, and the height of all such obstructions does not exceed 40 feet. In addition, dormers may penetrate a maximum base height in accordance with the provisions of paragraph (c) of Section 23-621 (Permitted obstructions in certain districts).

- (b) Screening requirements for mechanical equipment

For all #developments# and #enlargements#, and conversions of non-#residential buildings# to #residences#, all mechanical equipment located on any roof of a #building# or other structure# shall be fully enclosed, except that openings in such enclosure shall be permitted only to the extent necessary for ventilation and exhaust.

108-32 Street Wall Location and Base Height

The provisions of this Section, inclusive, shall apply to all #buildings# within Subdistrict A.

108-321 Street walls along commercial streets

For #zoning lots# with #commercial street# frontage, the #street wall# of any #development# or #enlargement# shall extend along at least 70 percent of the #commercial street# frontage of the #zoning lot# and be located within eight feet of the #street line# of the #commercial street#. In C4-2 Districts within Subdistrict A, such #street walls# shall rise without setback to the minimum height specified on Map 3 (Minimum and Maximum Base Heights), or the height of the #building#, whichever is less.

108-322 Street walls along non-commercial streets

For #zoning lots# without #commercial street# frontage, the #street wall# of any #development# or #enlargement# shall extend along at least 50 percent of the #street# frontage of the #zoning lot# and be located within eight feet of the #street line#. In C4-2 Districts within Subdistrict A, such #street walls# shall rise without setback to the minimum height specified on Map 3 (Minimum and Maximum Base Heights), or the height of the #building#, whichever is less.

108-323 Maximum base height

The maximum height of a #building# or other structure# before setback shall be as specified on Map 3 (Minimum and Maximum Base Heights). All portions of #buildings# above such maximum base height shall provide a setback at least ten feet in depth measured from any #street wall# facing a #wide street# and 15 feet in depth from any #street wall# facing a #narrow street#. In C4-2 Districts within the Subdistrict A, dormers may exceed the maximum base height in accordance with the provisions of paragraph (c) of Section 23-621 (Permitted obstructions in certain districts).

108-33 Maximum building height

In C4-2 Districts within Subdistrict A, the maximum #building# height shall be 70 feet, except where towers are permitted pursuant to Section 108-34.

108-34 Towers

The tower provisions of this Section shall apply to any #zoning lot# with a #lot area# of at least 10,000 square feet. Any portion of a #building# developed# or #enlarged# on such #zoning lots# that exceeds a height of 70 feet shall be constructed as either a point tower or a broad tower, as follows:

- (a) Point tower

Each #story# located entirely above a height of 70 feet shall not exceed a gross area of 6,800 square feet. The outermost walls of each such #story# shall be inscribed within a rectangle, and the maximum length of any side of such rectangle shall be 85 feet. The highest three #stories#, or as many #stories# as are located entirely above a height of 70 feet, whichever is less, shall have a #lot coverage# of at least 50 percent of the #story# immediately below such #stories#, and a maximum #lot coverage# of 80 percent of the #story# immediately below such stories#.

- (b) Broad tower

Each #story# located entirely above a height of 70 feet shall not exceed a gross area of 8,800 square feet. The outermost walls of each such #story# shall be inscribed within a rectangle, and the maximum length of any side of such rectangle shall be 135 feet. The upper #stories# shall provide setbacks with a minimum depth of 15 feet measured from the east facing wall of the #story# immediately below. Such setbacks shall be provided at the level of three different #stories#, or as many #stories# as are located entirely above a height of 70 feet, whichever is less. For towers with at least six #stories# located entirely above a height of 70 feet, the lowest level at which such setbacks may be provided is 100 feet, and the highest #story# shall be located entirely within the western half of the tower.

- (c) Orientation of all towers

The maximum length of the outermost walls of any side of each #story# of a #building# facing the #shoreline# that is entirely above a height of 70 feet shall not exceed 80 feet. For the purposes of this Section, the #street line# of St. Marks Place shall be considered to be a line parallel to the #shoreline#, and any side of such rectangle facing St. Marks Place from which lines perpendicular to the #street line# of St Marks Place may be drawn, regardless of intervening structures, properties or #streets#, shall not exceed 80 feet.

- (d) Location of all towers

Any portion of a #building# that exceeds a height of 70 feet shall be no closer to a #side lot line# than eight feet, and any #story# of a #building# that is entirely above a height of 70 feet shall be located within 25 feet of a #street line#.

- (e) Maximum tower height

The maximum height of any #building# utilizing the tower provisions of this Section shall be 200 feet.

- (f) Tower and base integration

All portions of a #building# that exceed the applicable maximum base height set forth in Section 108-323 shall be set back at least 10 feet from the #street wall# of a #building# facing a #wide street# and at least 15 feet from the #street wall# of a #building# facing a #narrow street#. However, up to 50 percent of the #street wall# of the portion of the #building# located above a height of 70 feet need not be set back from the #street wall# of the #building#, and may rise without setback from grade, provided such portion of the #building# is set back at least 10 feet from a #wide street line# and at least 15 feet from a #narrow street line#.

- (g) Tower exclusion areas

No #building# may exceed a height of 70 feet within the areas designated on Map 4 (Tower Restriction Areas), in the Appendix to this Chapter.

108-40 MANDATORY IMPROVEMENTS

**108-41
Sidewalks**

Sidewalks with a depth of at least 12 feet, measured perpendicular to the curb of a #street#, shall be provided along the entire #street# frontage of a #zoning lot#. In locations where the width of the sidewalk within the #street# is less than 12 feet, a sidewalk widening shall be provided on the #zoning lot# so that the combined width of the sidewalk within the #street# and the sidewalk widening equals 12 feet. However, existing #buildings# to remain on the #zoning lot# need not be removed in order to comply with this requirement. All sidewalk widenings shall be improved to Department of Transportation standards for sidewalks, shall be at the same level as the adjoining public sidewalks, and shall be accessible to the public at all times.

**108-50
PARKING REGULATIONS**

In the #Special St George District#, the underlying regulations governing permitted and required #accessory# off-street parking spaces are modified as set forth in this Section.

**108-51
Required off-street parking and loading**

In C4-2 Districts, the following special regulations shall apply:

a) Residential uses

One off-street parking space shall be provided for each #dwelling unit# created after (effective date of amendment), including any #dwelling units# within #buildings# converted pursuant to Article 1, Chapter 5 (Residential Conversion of Existing Non-Residential Buildings). However, where the total number of required spaces is five or less, or, for conversions, where the total number of required spaces is 20 or less, no parking shall be required, except that such waiver provision shall not apply to any #zoning lot# subdivided after (effective date of amendment). The provisions of Section 73-46 (Waiver of Requirements for Conversions) shall apply to conversions where more than 20 parking spaces are required.

b) Commercial uses

For #commercial uses#, the off-street parking and loading requirements of a C4-3 District shall apply, except that food stores with 2,000 or more square feet of #floor area# per establishment shall require one parking space per 400 square feet of #floor area#, and, for places of assembly and hotels, the off-street parking and loading requirements of a C4-2 District shall apply.

c) Community facility use

For ambulatory diagnostic or treatment health care facilities listed in Use Group 4, the off-street parking requirements of a C4-3 District shall apply.

**108-52
Special Floor Area Regulations**

The #floor area# of a #building# shall not include floor space used for off-street parking spaces provided in any #story# that complies with the provisions of Section 108-54 (Location of Accessory Off-street Parking Spaces).

**108-53
Use of Parking Facilities**

All #accessory# off-street parking spaces may be provided within parking facilities, including #public parking garages#, on #zoning lots# other than the same #zoning lot# as the #use# to which they are #accessory#, provided:

- (a) such parking facilities are located within the #Special St. George District#;
- (b) the off-street parking space within such facility is counted only once in meeting the parking requirements for a specific #zoning lot#; and
- (c) the number of #accessory# parking spaces within such facility shall not exceed the combined number of spaces permitted on each #zoning lot# using such facility, less the number of spaces provided on each #zoning lot# using such facility.

**108-54
Location of Accessory Off-street Parking Spaces**

No open parking areas shall be located between the #street wall# of a #building# and the #street line#, and no open parking area shall front upon a #commercial street#. All open parking areas, regardless of the number of parking spaces, shall comply with the perimeter screening requirements of Section 37-921.

All off-street parking spaces within structures shall be located within facilities that, except for entrances and exits, are:

- (a) entirely below the level of each #street# upon which such facility fronts; or
- (b) located, at every level above-grade, behind commercial, community facility or #residential floor area# so that no portion of such parking facility is visible from adjoining #streets#. The minimum depth of any such #floor area# shall be 30 feet,

except that such depth may be reduced to 15 feet where the #street wall# containing such #floor area# fronts upon a #street# with a slope in excess of 11 percent; and

- (c) no parking shall be permitted on the roof of such facilities.

**108-55
Special Requirements for Roofs of Parking Facilities**

The roof of a facility containing off-street parking spaces, not otherwise covered by a #building#, which is larger than 400 square feet shall be landscaped. No parking spaces shall be provided on the roof of such facility. Up to five percent of such roof area may be used for mechanical equipment, provided that such mechanical equipment is screened from view by a fence which is at least 75 percent opaque or by at least three feet of dense planting. No less than 75 percent of such roof area shall be accessible for the recreational use of the occupants of the building in which it is located; and no more than 25 percent may be accessible solely from an adjacent #dwelling unit#. Hard surfaced areas shall not cover more than 60 percent of such roof area.

**108-56
Curb Cuts on Commercial Streets**

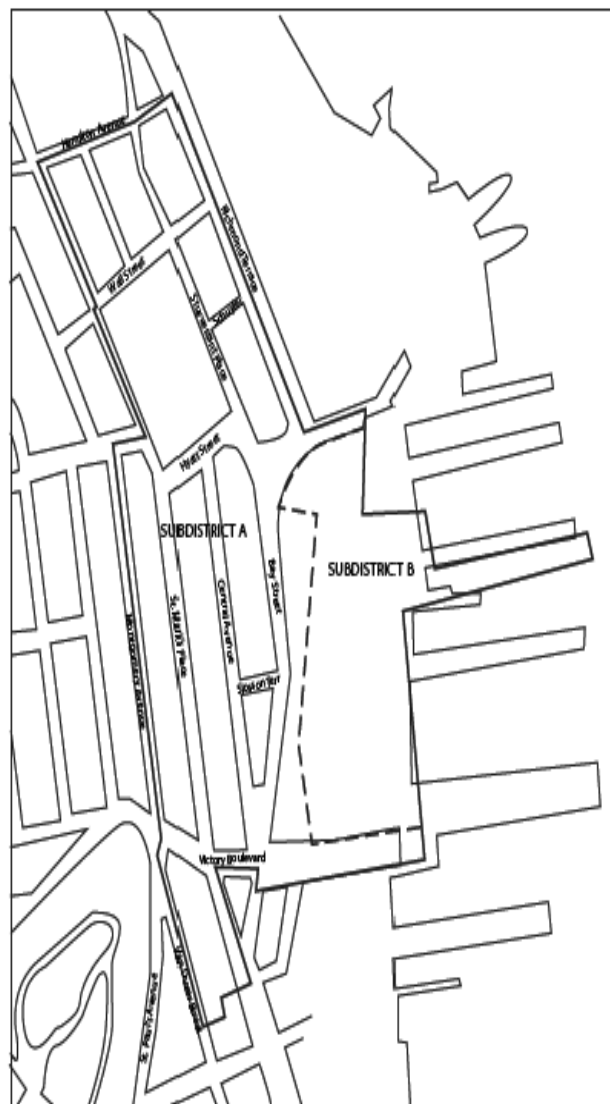
No curb cuts shall be permitted on #commercial streets# as shown on Map 2 in the Appendix to this Chapter. However, if access to a required #accessory# parking facility or loading berth is not possible because of such restriction, a curb cut may be allowed if the Chairperson of the City Planning Commission certifies to the Commissioner of Buildings that such location is the only possible location for the facility or loading berth, is not hazardous to traffic safety, is at least 50 feet from the intersection of two #street lines#, and is constructed so as to have minimal effect on the streetscape.

**108-57
Accessory Indoor Bicycle Parking**

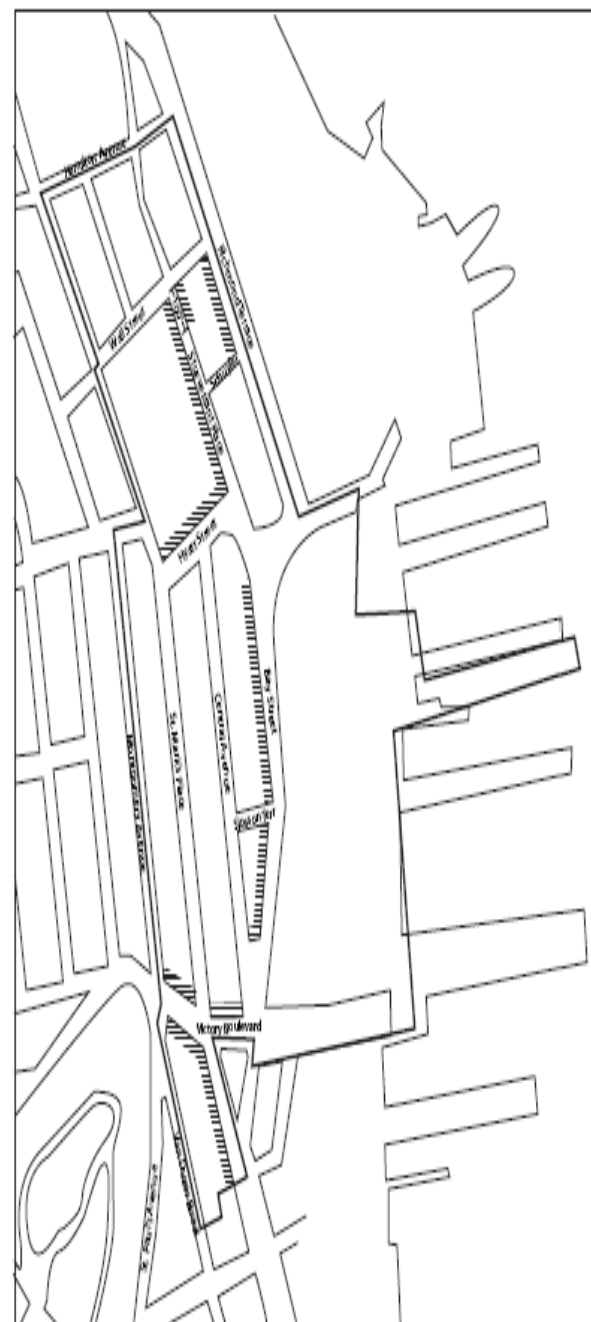
A designated area for #accessory# bicycle parking shall be provided for #developments# or #enlargements# with #residential# or #commercial uses#. Such facility shall be enclosed, accessible and secure. Floor space used for #accessory# bicycle parking located below a height of 33 feet, including #accessory# facilities, such as lockers, showers and circulation space, shall not be included in the definition of #floor area#.

- (a) For #residential developments# or #enlargements# with ten or more units per #building# or #building segment#, one bicycle parking space shall be provided for every two #dwelling units#, up to a maximum of 200 bicycle parking spaces.
- (b) For commercial office #developments# or #enlargements# with 10,000 square feet or more of office #floor area#, one bicycle parking space shall be provided for every 5,000 square feet of office space, up to a maximum of 200 bicycle parking spaces.
- (c) For commercial #developments# or enlargements# with 10,000 square feet or more of retail or service #floor area#, one bicycle parking space shall be provided for every per 10,000 square feet of retail space, up to a maximum of 100 bicycle parking spaces.

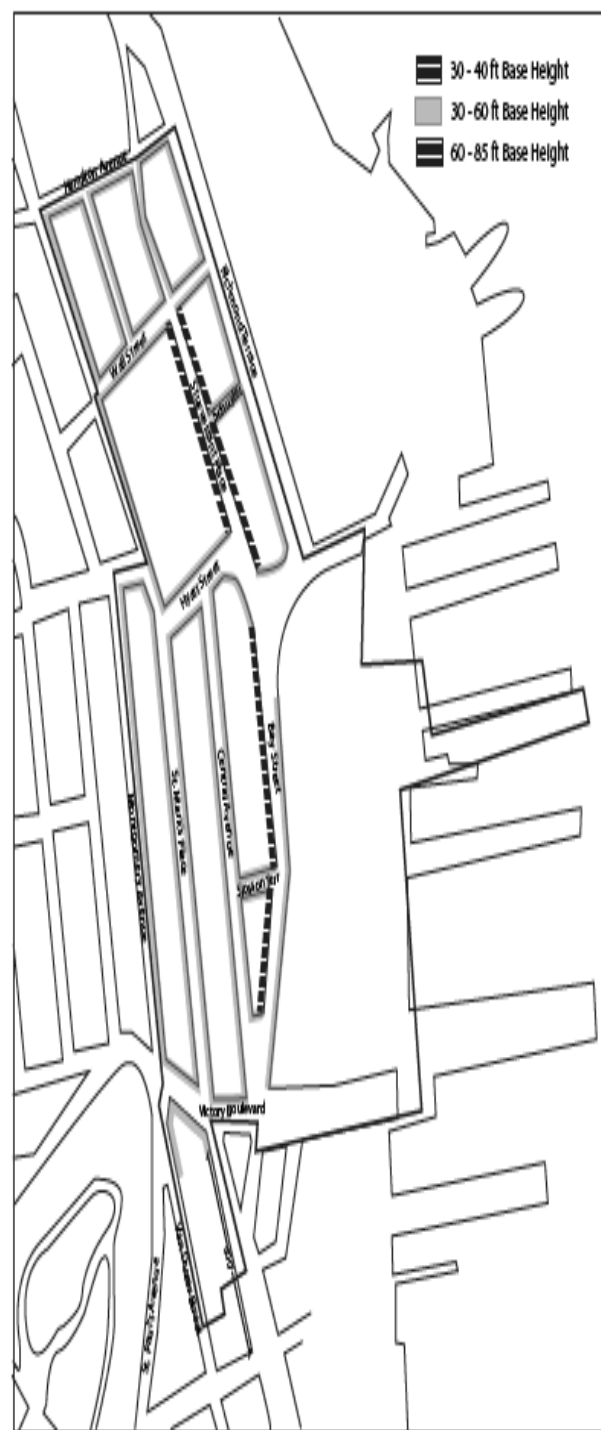
SPECIAL ST GEORGE DISTRICT
MAP 1. District Plan

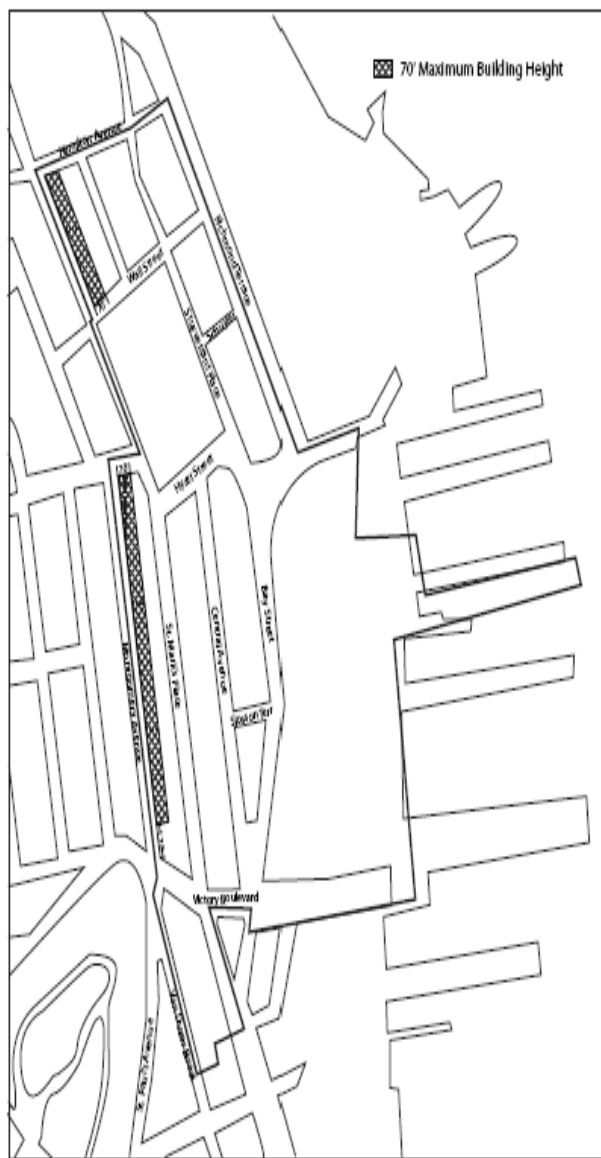


SPECIAL ST GEORGE DISTRICT
MAP 2. Commercial Street Locations



SPECIAL ST GEORGE DISTRICT
MAP 3. Minimum and Maximum Base Height



SPECIAL ST GEORGE DISTRICT
MAP 4. Tower Restriction Areas

No. 13

CD 1 C 080426 ZMR

IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 21c

- eliminating from an existing R3-2 District a C1-2 District bounded by Victory Boulevard, Bay Street (westerly portion), a line 600 feet northwesterly of Hannah Street, and Van Duzer Street;
- changing from an R3-2 District to a C4-2 District property bounded by Victory Boulevard, Bay Street (westerly portion), a line 600 feet northwesterly of Hannah Street, and Van Duzer Street; and
- establishing a Special St. George District bounded by:
 - the property line of the US Government Lighthouse Department,
 - the US Bulkhead line of the Upper Bay,
 - a line forming an angle of 104 degrees with the second-named course distant 225 feet northerly (as measured along the second-named course) of the first-named course,
 - a line perpendicular to the third-named course distant 326 feet westerly (as measured along the third-named course) of the second-named course,
 - the northerly street line of Borough Place and its westerly prolongation,
 - Richmond Terrace and its southeasterly centerline prolongation,
 - Hamilton Avenue,
 - St. Marks Place,
 - Fort Place,
 - Montgomery Avenue,
 - the northerly centerline prolongation of St. Pauls Avenue,
 - Van Duzer Street,
 - a line 150 feet northwesterly of Hannah Street,
 - a line midway between Van Duzer Street and Bay Street,
 - the southwesterly centerline prolongation of Minthorne Street,
 - Bay Street (westerly portion),
 - Victory Boulevard,
 - Bay Street (easterly portion),
 - the southerly street line of Victory Boulevard and its westerly and easterly prolongations,
 - the northerly prolongation of a line 135 feet easterly of Murray Hulbert Avenue,
 - the easterly prolongation of a line 921 feet northerly of the southerly street line of Victory Boulevard,
 - a US Pierhead Line, and
 - the property line of the US Government Lighthouse Department;

as shown on a diagram (for illustrative purposes only) dated May 19, 2008, and subject to the conditions of CEQR Declaration E-217.

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

jy7-23

COMMUNITY BOARDS

■ PUBLIC HEARINGS

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

BOROUGH OF MANHATTAN

COMMUNITY BOARD NO. 3 - Tuesday, July 15, 2008, 6:30 P.M., Project Renewal - Kenton Hall, 333 Bowery (betwn. East 2nd and 3rd Sts.), New York, NY

080504HAM

Dona Petra Santiago Apartments - 717-719-723 East 9th Street Disposition of vacant city-owned properties for the development of 57 units of senior housing (202 housing).

jy9-15

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 16 - Tuesday, July 15, 2008 at 7:00 P.M., Brownsville Multi Service Center, 444 Thomas S. Boyland Street, Brooklyn, NY

#C 080447HAK

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD) pursuant to Section 197-c of the New York City Charter for the disposition of such property to facilitate the development of a residential building, with approximately 25 units.

C 080492HAK

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD) pursuant to Section 197-c of the New York City Charter for the disposition of such property to facilitate the development of a residential building, tentatively known as Common Ground Senior Housing, with approximately 71 units.

jy9-15

BOARD OF CORRECTION

■ MEETING

Please take note that the next meeting of the Board of Correction will be held on July 10, 2008, at 9:30 A.M. in the Conference Room of the Board of Correction located at 51 Chambers Street, Room 929, New York, NY 10007.

jy3-10

EDUCATION

■ NOTICE

AGENDA

The Department of Education's (DOE) Committee on Contracts has been asked for approval to enter into contract negotiations with the following organization(s) for the services described below. Other organizations interested in providing these services to the DOE are invited to indicate their ability to do so by writing to Jay G. Miller, at 65 Court Street, Room 1201, Brooklyn, NY 11201. Responses should be received no later than 9:00 A.M., Thursday, July 17, 2008.

ITEM(S) FOR CONSIDERATION:**1. Pre-Kindergarten (UPK) Vendors**

Service(s): The Office of Early Childhood Education is requesting an exception to competitive procurement to provide Universal Pre-Kindergarten (UPK) services in accordance with Chapter 436 of the Laws of 1997 which provides for New York State's UPK Program. The UPK program entitles eligible four year olds to receive two and one half hours of UPK services at no charge to families and operates in all five boroughs within public and non-public school settings.

UPK Application R0061 was released on May 2, 2008 seeking to identify eligible high-quality early childhood providers. The following eleven providers recommended for award met the minimum qualifications, scored at or above the cut off established by the Office of Teaching and Learning, and prices deemed fair and reasonable.

Vendors	Annual Amount
Nesivos Bais Yaakov Inc.	\$59,504.94
Puerto Rican Institute	\$111,811.68
The Educational Alliance Inc	\$59,040.00
Lutheran School of Flushing & Bayside	\$121,288.68
Diki's Daycare Center Inc.	\$64,600.00
All My Children Daycare & Nursery School	\$127,285.18
Kiddy Korner Prep, Inc.	\$230,351.76
Talmud Torah of Crown Heights Yeshiva	\$146,000.00
Congregation Machna Shalva	\$75,000.00
Long Xing Daycare Center Inc.	\$225,000.00
Richmond Hill Children' Center LLC	\$135,000.00

Total \$1,354,882.24

The term of the contract will be from July 1, 2008 through June 30, 2011 at a total contract cost of \$4,064,646.72.

TERM: 7/1/08-6/30/11 Total contract Cost: \$4,064,646.72

jy9

EMPLOYEES' RETIREMENT SYSTEM

■ MEETING

Please be advised that the next Regular Meeting of the Board of Trustees of the New York City Employees' Retirement System has been scheduled for Thursday, July 10, 2008 at 9:30 A.M. to be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor Boardroom, Brooklyn, NY 11201-3751.

jy3-9

FRANCHISE AND CONCESSION REVIEW COMMITTEE

■ MEETING

PUBLIC NOTICE IS HEREBY GIVEN THAT the Franchise and Concession Review Committee will hold a Public Meeting on Wednesday, July 9, 2008 at 2:30 P.M., at 22 Reade Street, 2nd Floor Conference Room, Borough of Manhattan.

NOTE: Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contract Services, Public Hearings Unit, 253 Broadway, 9th Floor, New York, NY 10007, (212) 788-7490, no later than SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC MEETING. TDD users should call Verizon relay service.

j30-jy9

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 **July 22, 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 BROOKLYN 08-8420 - Block 1917, lot 28-132 Willoughby Avenue - Clinton Hill Historic District
A French Second Empire style rowhouse built c. 1871.
Application is replace a window.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 08-8744 - Block 286, lot 31/32-138-138A Court Street - Cobble Hill Historic District
A pair of flats buildings built in 1915-17. Application is to replace storefront infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-1047 - Block 1067, lot 50-799 Carroll Street - Park Slope Historic District
A rowhouse built in 1889 and redesigned in the neo-Federal style by George Chappell in 1918. Application is to replace the cornice and alter windows.

ADVISORY REPORT
BOROUGH OF MANHATTAN 09-1281 - Block Various, lot Various-
West Broadway between Chambers Street and Franklin Street - Tribeca South Historic District and Tribeca West Historic District
A commercial thoroughfare first laid out in the late 18th Century. Application is to install flood mitigation measures.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 08-3075 - Block 190, lot 7503-35 North Moore Street - Tribeca West Historic District
A Romanesque Revival style cold storage warehouse designed by Thomas R. Jackson and built in 1891. Application is to alter windows in the penthouse addition.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 08-7529 - Block 230, lot 27-93 Grand Street - SoHo Cast Iron Historic District
A store building designed by J. B. Snook and built in 1869. Application is to alter the storefront.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 08-6504 - Block 475, lot 7502-35 Wooster Street - SoHo-Cast Iron Historic District
A French Renaissance style store and loft building designed by S. Curtiss Jr. and built in 1866. Application is to legalize the replacement of an access lift without Landmarks Preservation Commission permit.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-0214 - Block 587, lot 10-26 Commerce Street - Greenwich Village Historic District
A Federal style rowhouse built in 1821. Application is to alter the roof and enlarge a rear extension. Zoned C2-6.

ARTICLE III - SALARIES

Section 1.

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

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 (37.5 in Health and Hospitals Corporation) hours for employees in the titles of Staff Nurse, Staff Nurse (Department for the Aging), Assistant Head Nurse, Head Nurse, Supervisor of Nurses, Midwife, Nurse-Midwife, Nurse-Practitioner, Associate Midwife (Level A), Associate Midwife (Level B), Associate Nurse Practitioner (Level I), and Associate Nurse Practitioner (Level II) and 35 hours for all remaining titles, except for the title Home Health Nurse (Level I and II) (Per Visit).

An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

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

Per diem rate -	1/261 of the appropriate minimum basic salary.
Hourly Rate -	35 hour week basis - 1/1827 of the appropriate minimum basic salary.
	- 37.5 hour week basis - 1/1957.5 of the appropriate minimum basic salary.
	- 40 hour week basis - 1/2088 of the appropriate minimum basic salary.

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

Section 2.

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

EFFECTIVE DATE: 1/1/08 7/1/08

TITLE

Assistant Head Nurse	\$64,008	\$67,208
Associate Midwife Level A	\$73,570	\$77,249
Associate Midwife Level B	\$78,167	\$82,075
Associate Nurse Practitioner		
Level I	\$73,570	\$77,249
Level II	\$78,167	\$82,075
Case Management Nurse (DOC)		
Level I	\$62,759	\$65,897
Level II	\$65,122	\$68,378
Case Management Nurse (DOS)	\$62,759	\$65,897
Case Management Nurse (FD)		
Level I	\$62,759	\$65,897
Level II	\$65,122	\$68,378
Case Management Nurse (PD)		
Level I	\$62,759	\$65,897
Level II	\$65,122	\$68,378
Head Nurse	\$65,122	\$68,378
Head Nurse (DOS)	\$65,122	\$68,378
Midwife	\$69,416	\$72,887
Nurse Midwife	\$69,416	\$72,887
Nurse Practitioner	\$69,416	\$72,887
Nurse Practitioner (DOS)	\$69,416	\$72,887
Sr. Case Management Nurse (DOS)	\$65,122	\$68,378
Staff Nurse#	\$62,759	\$65,897
Staff Nurse (DFTA)#	\$62,759	\$65,897
Supervisor of Nurses	\$69,416	\$72,887

Staff Nurse (Per Diem)

Day Shift	\$240	\$252
Evening Shift	\$261	\$274
Night Shift	\$265	\$278

Home Health Nurse

(per visit) Level I	\$52.64	\$55.27
Level II	\$59.22	\$62.18
Training Rate Per Day	\$217.26	\$228.12
Per ½ Day	\$108.63	\$114.06

A Staff Nurse holding a permit to practice nursing will be paid \$60 annually below the rate paid to a Staff Nurse pending receipt of a New York State license to practice as a registered professional nurse.

Section 3. General Wage Increase.

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

- Effective January 1, 2008, Employees shall receive a general increase of 2 percent.
- Effective July 1, 2008 Employees shall receive an additional general increase of 5 percent.
- Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(a)(i) and 3(a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- The Per Visit rate shall be increased by the same amounts as provided in subsections 3(a)(i) and 3(a)(ii) above.

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

- The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on December 31, 2007;
- The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 30, 2008.

Section 4. Parity Provision

a. Effective July 1, 2006, each January 1 the salary rates in effect December 31 for the classes of positions included in this Agreement, and any other salary rates subsequently in effect as a result of the application of this provision, shall be adjusted by the addition thereto of the amount of the difference, if any, by which the average basic entrance salary of Staff Nurse in the hospitals listed below shall exceed by \$1,000 per annum or more the basic entrance salary of Staff Nurse (Title Code No. 50910, 509100) employed by the City of New York or by the New York City Health and Hospitals Corporation in effect for the twelve month period commencing with each date listed above. This section 4(a) is suspended for the term of this agreement.

b. The January 1 salaries shall be determined by examining the salaries in the hospitals listed below on the preceding November 30 that are the then current salaries or the salaries that will be effective on January 1, if known on the preceding November 30, in those hospitals. Adjustments made pursuant to Section 4(a) shall be effective on the succeeding January 1. This section 4(b) is suspended during the term of this agreement.

The hospitals whose salaries shall be used for parity calculations pursuant to Article III, Section 4 of this Agreement are as follows:

HOSPITALS

Columbia Presbyterian Hospital
New York Hospital
Mount Sinai Hospital
St. Vincent's Hospital and Medical Center
Montefiore Medical Center
St. Luke's Roosevelt Hospital Center
Interfaith Medical Center of Brooklyn
Lenox Hill Hospital
New York University Medical Center
Beth Israel Medical Center
Mary Immaculate Hospital
Maimonides Medical Center
New York Hospital Medical Center of Queens
Terence Cardinal Cooke Health Care Center

Section 5. Experience/Longevity Pay

a. Effective July 1, 2006, experience/longevity pay shall be paid to employees on January 1st of each year after one (1) through twenty-one (21) years of experience, based on the total number of years of HHC/Mayoralty service in any NYSNA-represented title. The rates determined are set forth in Appendix A of this agreement.

b. Effective January 1, 2008, experience/longevity pay shall be paid to employees on January 1st of each year after one (1) through twenty-two (22) years of experience, based on the total number of years of HHC/Mayoralty service in any NYSNA represented title. The rates determined are set forth in Appendix A of this agreement."

c. Employees with experience as a registered professional nurse with an employer other than the Health and Hospitals Corporation or a Mayoral agency will be credited with a maximum of five years of prior experience in placing an employee on the appropriate step of the experience/longevity schedule. Effective January 1, 2008, employees at HHC will receive a maximum of ten (10) years of prior experience in placing an employee on the

appropriate step of the experience/longevity schedule. Such prior experience shall only be credited if an employee is hired into the same or equivalent title in the Health and Hospitals Corporation/Mayoral agency as the employee held with the non-Health and Hospitals Corporation/Mayoral employer. Such credited experience shall be effective as of the employee's date of hire with the Health and Hospitals Corporation/Mayoral agency.

d. Effective January 1, 2008, the Health & Hospital Corporation will credit all incumbent employees who did not receive full credit for their prior experience due to the prior five year cap with up to 5 years additional credit for outside experience, for a maximum of 21 years, consistent with the provisions of Section 5(c) above."

Section 6. Evening and Night Shift Differential

a. Effective July 1, 2006, an annual differential in the amounts listed below shall be provided to employees in the following listed titles who are assigned to the evening or night shift:

Assistant Head Nurse
Associate Midwife (Level A)
Associate Midwife (Level B)
Associate Nurse Practitioner (Level I)
Associate Nurse Practitioner (Level II)
Head Nurse, Head Nurse (DOS)
Midwife
Nurse-Midwife
Nurse-Practitioner
Nurse Practitioner (DOS)
Staff Nurse
Staff Nurse (Department for the Aging)
Supervisor of Nurses

b. An annual differential of \$4,654 shall be provided to employees who are assigned to the evening shift.

c. An annual differential of \$5,689 shall be provided to employees who are assigned to the night shift.

d. Evening and night shift differentials shall be paid during authorized paid time off to persons so assigned.

e. Employees in the following listed titles are excluded from the provisions of this Section 6 and shall receive a night shift differential in accordance with Article XVII, Section 4 (b) of this Agreement:

Case Management Nurse Level I, Level II (DOC)
Case Management Nurse (DOS)
Case Management Nurse Level I, Level II (FD)
Case Management Nurse Level I, Level II (PD)
Senior Case Management Nurse (DOS)

Section 7.

The Association agrees that the City and the Health and Hospitals Corporation has the entitlement to institute an additional increase in the compensation for new and recent hires based upon an inability to retain and recruit Registered Nurses.

Section 8.

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

Section 9.

An employee covered by this Agreement who is appointed, with no break in service, to a higher title also covered by this Agreement, shall be placed on the schedule for the newly-appointed title at the same experience level as the employee had in the prior title.

Section 10. Differentials

a. Department of Correction
An annual differential of \$1100 shall continue to be provided for each employee engaged in direct patient care on a continuing basis in a Department of Correction prison facility.

b. Education
An annual differential shall continue to be provided for each employee who possesses an appropriate degree in nursing or an allied health field from an accredited College or University, as follows:

Baccalaureate	-	\$ 900
Masters	-	\$1200

c. Responsibility
A differential of \$3.00 per tour shall continue to be provided for each Staff Nurse, who is assigned or exercised responsibility on an evening or night shift for one or more Staff Nurse(s), or for two or more units.

d. Differential for Working in a Higher Title
Any Nurse in a title covered by the agreement who is acting in a higher title pursuant to written authorization, shall receive a differential equal to the difference between the rate of pay for that individual and the greater of either the starting salary of the higher title or the annual amount stated below pro-rated for the period of time applicable. Such differential is to be paid commencing the 31st day of such assignment, and payment shall be made within sixty days of entitlement.

Assistant Head Nurse	\$450
Head Nurse	\$550
Supervisor of Nurses	\$700
Midwife	\$700
Nurse Midwife	\$700
Nurse Practitioner	\$700
Associate Nurse Practitioner	\$700

e. Certification
Effective December 1, 2007 an annual differential of \$1,378 shall be provided for each employee who possesses an appropriate certification. Employees holding a nationally recognized certification in the field or area of specialization for which they are employed shall be paid the differential. Employees must maintain certification and submit appropriate documentation in order to continue receiving the differential. Failure to maintain certification will cause the employee to lose this differential. An employee is entitled to receive only one (1) certification differential at any time.

f. Application of Differentials
The differentials provided in this Section 10 shall not be a part of the basic salary or considered in computation of a maximum salary of any employee.

Section 11. Tuition Reimbursement

Reimbursement for tuition shall be granted upon satisfactory completion of courses or work shops approved by the executive director of the institution, or the agency head of a mayoral department, for nursing and related credit, in a sum not to exceed the annual amount of \$2,000.

ARTICLE IV - WELFARE FUND

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Section 1.

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Association. 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 utilize their best efforts to achieve the highest levels of productivity and performance in the delivery of professional nursing care and treatment of patients.

Section 2. Performance Compensation

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

Section 3. Supervisory Responsibility

The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining clinical standards and 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.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1.

DEFINITION: The term "Grievance" shall mean:

- (A) A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;
- (B) A claimed violation, misinterpretation or misapplication of the rules and regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided disputes involving the Rules and Regulations of the New York City Civil Service Commission or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- (C) A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- (D) A claimed wrongful disciplinary action taken against an employee.

Section 2.

For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to the alleged out-of-title work. This limitation shall not apply to a violation of Article III, Section 10 D, "Differential for Working in a Higher Title."

The Grievance Procedure, except for paragraph (D) of Section 1, shall be as follows:

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

* N.B. In the case of grievance in the Health and Hospitals Corporation arising under paragraphs (A) through (C) of Section 1 of this Article, the following STEP I(a) shall apply prior to Step II of this Section:

Step I(a) An appeal from an unsatisfactory determination at Step I, or Step I(a) where applicable, shall be presented in writing to the agency head or his designated representative who shall not be the same person designated in Step I. The appeal must be made within five (5) working days of the receipt of the Step I determination. 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 Association for review of the grievance and shall issue a written reply to the employee and/or the Association by the end of the fifth (5th) work day following the day on which the appeal was filed.

Step II. An appeal from an unsatisfactory determination at Step I, or Step I(a) where applicable, shall be presented in writing to the agency head or his designated representative who shall not be the same person designated in Step I. The appeal must be made within five (5) working days of the receipt of the Step I or Step I(A) determination. The agency head or his designated representative, if any, shall meet with the employee and/or the Association for review of the grievance and shall issue a determination in writing by the end of the tenth (10th) work day following the date on which the appeal was filed.

Step III. An appeal from an unsatisfactory determination at Step II shall be presented by the employee and/or the Association to the Commissioner of Labor Relations, in writing within ten (10) working days of the receipt of the Step II determination. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations, or his designee, shall review all appeals from Step II determinations and shall answer such appeals within ten (10) working days following the date on which the appeal was filed.

Step IV. An appeal from an unsatisfactory determination at Step III may be brought solely by the Association to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the Step III determination.

In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request 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 the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Association 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 Section 1 of this Article.

Section 3.

As a condition to the right of the Association to invoke impartial arbitration set forth in this Article, the employee or employees and the Association 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 Association 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 number 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 Association at Step III of the Grievance Procedure, without resort to previous steps, except that a grievance concerning employees of the Health and Hospitals Corporation shall be filed directly at Step II of the Grievance Procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

Grievances relating to a claimed wrongful disciplinary action taken against an employee shall be subject to and governed by the following special procedure:

The provisions contained in this section shall not apply to the following category of employees covered by this contract:

- a. Effective July 1, 2006, full-time employees with less than twelve (12) months of service unless a longer period is agreed by the Association.
- b. Employees covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation.
- c. Employees paid on a per visit basis.

Effective July 1, 2006, any per diem employee who works at least half-time per week and has performed such per diem work at least twelve (12) months shall be entitled to utilize the contractual grievance procedure (including disciplinary matters) up to and including Step III.

Step I. Following the service of written charges upon an employee, with a copy to be sent to the Association's New York City office, a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The employee may be represented at such conference by a representative of the Association. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

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

Section 9.

A non-Mayoral agency not covered by this agreement but which employs employees in titles identical to those certified to be covered by this contract may elect to permit the Association to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Association shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) working days of the receipt of the last step determination. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations, or his designee, shall review all such appeals and answer all such appeals within ten (10) working days.

An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 10.

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 right and obligation of the Employer under Article XIV of the Civil Service Law.

Section 11. Expedited Arbitration Procedure.

- a.** The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b.** The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c.** The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
- i. SELECTION AND SCHEDULING OF CASES:**
- (1)** The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 11 and notify the parties of proposed hearing dates for such cases.
- (2)** The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) raise any objections thereto.
- (3)** If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4)** No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.
- ii. CONDUCT OF HEARINGS:**
- (1)** The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2)** In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3)** The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4)** A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5)** Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6)** The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - WORK SCHEDULES

The City of New York and the Health and Hospitals Corporation shall post a schedule of each employee's work assignments not less than two (2) weeks in advance of the start of each work cycle. Except when prevented by circumstances beyond its control, or when accommodating the particular employee affected, any change in work schedule within the month shall be posted not less than 48 hours in advance of the scheduled date of change. A copy of such change shall be given to the employee affected.

ARTICLE VIII - REASSIGNMENTS

All routine, non-emergency changes of assignments of an involuntary nature will be given to the employee in writing two weeks in advance and shall state the duration of the

assignments, if known. In the Health and Hospitals Corporation, if the reassignment involves a change of tour, the employee will be given four (4) weeks written notice. The Mayoral Agencies will make their best efforts to give more than two (2) weeks written notice of reassignments involving a change of tour; such notice will not be made in an arbitrary or capricious manner.

ARTICLE IX - SENIORITY

The Employer will furnish annually to the Association seniority lists by facility and will correct such lists from time to time as may be necessary. Such lists shall reflect each employee's date of original appointment and length of service in the employee's current title. The list will conclusively establish an employee's seniority in the facility unless the employee protests it, in writing, within thirty (30) days from the time it is furnished or, if the employee is on absence leave or vacation or otherwise unable to so protest it within such time, within thirty (30) days after the employee returns from such leave or vacation or such disability is removed.

ARTICLE X - PROFESSIONAL PRACTITIONER STATUS

Section 1.

The City of New York and Health and Hospitals Corporation recognize that employees covered by this Agreement have a unique contribution to make towards maintaining and improving professional nursing care. Therefore, procedures should be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in the decision making process within each institution.

The City of New York and Health and Hospitals Corporation recognize the importance of Registered Professional Nurses adhering to the scope of the Nurse Practice Act and the standards of the profession.

Section 2.

- a.** A Nursing Practice Committee shall be maintained at each Health and Hospitals Corporation institution and Mayoral agency to consider problems of nursing practice and to make recommendations on such matters. The committee should be comprised of an equal number of members of nursing management and of the Association. Association members should consist of one from each clinical service/specialty with a cross section of titles currently utilized in the respective facility or agency. Members of nursing management serving on this committee should be composed of representatives from the services within the facility or agency. The committee shall select a chairman from among its members every six months. The chairmanship of the committee shall alternate between the members designated by the Director of Nursing and the members designated by the Association. A quorum shall consist of a majority of the respective Association and Management membership of the Committee. The Committee shall meet on a monthly basis on a schedule established by the committee. The discussions of the committee should be professional and collaborative in nature, striving to address professional nursing issues in a mutually respectful manner. Both parties agree to align their activities to support mutually agreed upon recommendations.
- b.** At HHC facilities the Nursing Practice Committees will consider current nursing issues facing the profession. Issues will include, but are not limited to, RN recruitment, RN retention, education, clinical programs and services, product evaluation and informatics.
- c.** Recommendations on nursing practice issues shall be made in writing to the institutional Director of Nursing or the Director of Nursing of Prison Health Services. The institutional Director of Nursing or the Director of Nursing of Prison Health Services shall respond in writing, within fifteen (15) working days. The decision of the institutional Director of Nursing or the Director of Prison Health Services is not subject to the grievance and arbitration procedure of this Agreement. Matters subject to the grievance and arbitration procedure shall not be appropriate items for consideration by this committee.

Section 3.

The Corporation/City of New York shall work towards the elimination of non-nursing functions where performed by Registered Professional Nurses. The Nursing Practice Committee in each facility shall consider steps to be taken by the facility to relieve Registered Professional Nurses of tasks and responsibilities which in the judgment of the Nursing Practice Committee constitute non-nursing functions, subject to the Rules and Regulations of the HHC and the City of New York. Recommendations of the Committee shall be made in writing to the institutional Director of Nursing and to the Executive Director or Program Director who shall consider the recommendations and who will respond, in writing, within twenty (20) working days.

CORPORATION:

The decision of the Executive Director may be appealed by the Association in writing, within fifteen (15) working days after issuance, to a HHC Central Office Appeal Committee composed of the Vice President, Human Resources; Vice President, Finance; Vice President, Medical Operations; the Assistant Vice President - Corporate Nursing; an Executive Director; and a Director of Nursing from an HHC facility; or

their designee. The committee will meet at least monthly to hear and consider appeals of an Executive Director's decision on non-nursing functions. The written appeal filed by the Association shall include information submitted to the Nursing Practice Committee, the recommendation of the Nursing Practice Committee the decision of the Executive Director, other information the Association believes is relevant to the appeal and a statement explaining why the Association disagrees with the decision of the Executive Director on the recommendation of the Nursing Practice Committee. The Appeal Committee shall issue a written response within forty-five (45) working days of the date the Appeal Committee heard the appeal. Matters presented to the Central Office Appeal Committee shall not be subject to the grievance procedure and arbitration nor appeal to the Personnel Review Board, and the decision of the Appeal Committee shall be final and binding:

MAYORAL AGENCY:

The decision of the Program Director may be appealed by the Association in writing within fifteen working days after issuance to the Commissioner of the Office of Labor Relations. The written appeal filed by the Association shall include information submitted to the Nursing Practice Committee, the recommendation of the Nursing Practice Committee, the decision of the Program Director, other information the Association believes is relevant to the appeal and a statement explaining why the Association disagrees with the decision of the Program Director on the recommendation of the Nursing Practice Committee. The Commissioner of the Office of Labor Relations or his designee shall issue a written response within forty-five (45) working days of the date the Office of Labor Relations heard the appeal.

Matters presented to the Office of Labor Relations shall not be subject to the grievance procedure nor arbitration, and the decision of the Office of Labor Relations shall be final and binding.

ARTICLE XI - PATIENT CLASSIFICATION SYSTEMS

The City of New York and the Health and Hospitals Corporation are presently developing uniform patient classification systems for the various clinical services and, from such systems, will continue developing appropriate staffing standards and patterns pertinent to the delivery of quality nursing care and responsive to patient acuity.

Consistent with such standards, consideration will be given to: Reallocation of fiscal and/or human resources within an institution; intensification of recruitment efforts; and, in situations of greatest urgency, in collaboration with the Nursing Practice Committee, consolidation of services and control of admissions.

The parties agree to work collaboratively, at the corporate and facility level, to facilitate the timely implementation of the above provisions.

ARTICLE XII - ORIENTATION AND IN-SERVICE EDUCATION

The Nursing Orientation and In-Service Education Program(s) at each facility shall be in conformance with the JCAHO standards. Any dispute concerning this paragraph shall be submitted to the Education and Staff Development Committee as provided by Article XIII of the Agreement and shall not be subject to the Grievance Procedure.

ARTICLE XIII - EDUCATION AND STAFF DEVELOPMENT COMMITTEE

A Committee shall continue to recommend guidelines with respect to eligibility for tuition reimbursement, education leave and staff development. The Committee shall be comprised of an equal number of representatives from the New York State Nurses Association and the Health and Hospitals Corporation, but not to exceed five (5) in number from each side. The Committee will meet on a bi-monthly basis on a schedule established by the Committee. Though the Committee shall be apprised of all current grievances relating to tuition reimbursement, et al., no action of the Committee will affect the progression of grievances under the contract.

ARTICLE XIV - BULLETIN BOARDS: EMPLOYER FACILITIES

The Association may post notices on bulletin boards in places and locations where notices usually are posted by the employer for the employees to read. The City of New York and the Health and Hospitals Corporation will provide one (1) such bulletin board in every building where Registered Professional Nurses are employed. Upon request to the responsible official in charge of a work location, the Association may use the employer premises for meetings during employees' lunch hours subject to availability of appropriate space and provided such meetings do not interfere with employer business. Notices to be on Association's stationery and letterhead.

ARTICLE XV - LOCKER ROOMS

The Health and Hospitals Corporation's Director for Personnel and Labor Relations and the Commissioner of Labor Relations for each affected mayoral agency shall issue a memorandum, within 30 days of the Financial Control Board's approval of the Contract, to the institution's Executive Directors requesting the preparation of a report within 60 days from issuance date of the memorandum. The report shall include evaluation of locker room availability and security, and the submission of plans for improvements (including projected timetables) where indicated and feasible.

However, outside experience credit is granted only if an employee is hired into the same title held in his/her prior position. For the purpose of evaluating the outside experience of the Case Management Nurse Level 1 and Case Management Nurse (DOS) titles, time as a Staff Nurse will count. For the purpose of evaluating the outside experience of the Case Management Nurse Level 2 and Senior Case Management Nurse (DOS) titles, time as a Head Nurse will count.

APPENDIX A (3)

EXPERIENCE / LONGEVITY SCHEDULE

Table with 2 columns: TITLE CODE and TITLE. Rows include Associate Midwife Level A, Associate Nurse Practitioner Level I, etc.

Table with 4 columns: Experience (After 1 Year to 22 Years), Additional Pay, and Total Pay. Shows pay increments for each year of experience.

NOTE: The Experience/Longevity Pay shall be paid after one (1) through twenty-two (22) years of experience. Placement on the schedule is based on total number of years of Mayorality/HHC service in any NYSNA-represented title.

However, outside experience credit is granted only if an employee is hired into the same title held in his/her prior position.



THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS 40 Rector Street, New York, NY 10006-1705

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

Ms. Lorraine Seidel New York State Nurses Association 120 Wall Street New York, New York 10005

Dear Ms. Seidel:

Pursuant to negotiations for the 2007-2010 NYSNA contract, the following was agreed:

In the event any registered nurse considers that in his/her professional opinion he/she has been given an assignment that is unsafe and/or endangers patient care, he/she will accept and perform the assignment, but shall immediately notify his/her nurse manager.

The NYSNA may bring the issue of protests of assignment to the labor-management committee at each facility. In so doing the NYSNA shall notify the management representatives in advance and in writing of the protests of assignment that will be raised.

If the above conforms to your understanding, please countersign below.

AGREED AND ACCEPTED

[Signature] M.A., R.N. New York State Nurses Association

Very truly yours, James F. Hanley Commissioner



THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS 40 Rector Street, New York, NY 10006-1705

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

Dated _____, 2008

Ms. Lorraine Seidel New York State Nurses Association 120 Wall Street New York, New York 10005

Re: 2007-2010 Staff Nurse Unit Agreement

Dear Ms. Seidel:

This is to confirm the parties mutual understanding that the Union and Management are bound by the New York City Collective Bargaining Law and New York City Board of Collective Bargaining Decision B-22-2002 and the obligations they impose on the parties regarding criteria and procedures for implementing performance compensation.

Very truly yours, James F. Hanley Commissioner

AGREED AND ACCEPTED

[Signature] M.A., R.N. New York State Nurses Association



THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS 40 Rector Street, New York, NY 10006-1705

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

Dated _____, 2008

Ms. Lorraine Seidel Director Economic & General Welfare Program New York State Nurses Association 120 Wall Street New York, New York 10005

Re: PRECEPTORSHIP PROGRAM

Dear Ms. Seidel:

Pursuant to negotiations for the 2007-2010 NYSNA contract, the following is agreed:

The Parties agree that the adoption, implementation and maintenance of an effective orientation program is a key element in ensuring that newly hired, promoted or transferred nurses are properly prepared to assume their professional duties.

- 1. Participation in the preceptor program will be voluntary and no employee will be required to become a preceptor.
2. Employees who volunteer to participate in the preceptor program and successfully complete all required training will be eligible to perform the role of preceptor.
3. The direct patient care duties of preceptors will be limited, wherever possible, during the period of time that they are precepting.
4. Employees assigned to preceptor duties will be paid additional compensation at the rate of \$1.00 per hour for time worked as a preceptor.
5. Issues related to the implementation and maintenance of

preceptor programs may be brought to a labor-management meeting at the facility level, or to the Corporate level, if appropriate.

If the above conforms to your understanding, please countersign below.

AGREED AND ACCEPTED

[Signature] M.A., R.N. New York State Nurses Association

Very truly yours, James F. Hanley Commissioner



THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS 40 Rector Street, New York, NY 10006-1705

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

Dated _____, 2008

Ms. Lorraine Seidel Director, Economic & General Welfare New York State Nurses Association 120 Wall Street, 23rd Floor New York, NY 10005

Re: NYSNA Agreement for the Period December 1, 2007 to January 20, 2010

Dear Ms. Seidel:

This is to confirm that pursuant to the 2000-2002 Staff Nurse Agreement negotiations, the New York State Nurses Association (NYSNA) was permitted three (3) additional full-time positions with full pay and benefits pursuant to Executive Order No. 75.

The NYSNA Staff Nurse collective bargaining settlement was charged to fully fund these additional positions.

Very truly yours, James F. Hanley Commissioner



THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS 40 Rector Street, New York, NY 10006-1705

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

Dated: _____, 2008

Ms. Lorraine Seidel Director, Economic & General Welfare New York State Nurses Association 120 Wall Street New York, New York 10006

Dear Ms. Seidel:

Pursuant to negotiations for the 2007-2010 NYSNA contract, the following is agreed:

It is understood that the creation and classification of titles is a managerial prerogative.

The parties agree that the labor/management committee established pursuant to negotiations for the 1992-95 NYSNA contract will continue to be responsible for discussing and proposing "career ladders" applicable to registered professional nurses.

If the above conforms to your understanding, please countersign below.

Very truly yours, James F. Hanley Commissioner

AGREED AND ACCEPTED

[Signature] M.A., R.N. New York State Nurses Association



THE CITY OF NEW YORK OFFICE OF LABOR RELATIONS 40 Rector Street, New York, NY 10006-1705

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

Dated: _____, 2008

Ms. Lorraine Seidel

Director, Economic & General Welfare
New York State Nurses Association
120 Wall Street
New York, New York 10010

Dear Ms. Seidel:


This is to summarize agreements made pursuant to negotiations for the 2007-2010 Staff Nurse Agreement

1. HHC has re-issued Operating Procedure 120-2, with a cover memorandum as discussed during prior negotiations, concerning hospital to hospital transfers; HHC has also notified its facilities to establish policies so that registered professional nurses will not be used to accompany patients on clinic visits when the patient's condition does not require professional care.
2. HHC has established In Service/Leadership Training for nurses. All registered professional nurses are eligible to apply for this training; applications will have to be approved by the applying nurse's respective facility; and training will be provided centrally. The time allocated for attendance at this training will not be charged to an individual's leave balances. The HHC will continue to provide training to registered professional nurses on how to recognize and deal with violent patients and visitors.
3. HHC has issued a letter to all its facilities requesting that when space planning is done the facilities consider providing lounge space for nursing staff.
4. HHC has issued a letter to nursing directors stating that when a facility's Infection Control Department determines that a number of the nursing staff should be released from duty because of exposure to a communicable disease such release will be made without charge to leave balances.
5. The documentation forms already agreed to by the parties for situations where nursing staff are assigned to higher level duties pursuant to Article III, Section 10D have been issued.
6. The Health and Hospitals Corporation and Mayoral agencies will make concerted efforts to provide locker rooms and lounges for registered professional nurses in each facility.
7. The Health and Hospitals Corporation Vice President for Human Resources will arrange a meeting with representatives from the New York State Nurses Association and appropriate staff from Kings County Hospital to discuss provision of lounges in the currently planned new hospital buildings at Kings County Hospital.
8. The Health and Hospital Corporation and the Mayoral agencies have issued the agreed to policies concerning floating, rotations, and weekends. These policies are attached to the contract.

Very truly yours,


James F. Hanley
Commissioner

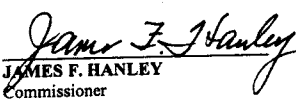

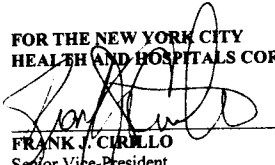
AGREED AND ACCEPTED


Lorraine Seidel
New York State Nurses Association

AGREEMENT entered into this 27th day of June by and between the City of New York, the Health and Hospitals Corporation, and New York State Nurses Association consistent with Article II, Section 2 of the 1995-2001 Citywide Agreement with regard to the scheduling of the group of employees covered by this Agreement.

1. **DURATION**
A. This Agreement, unless otherwise stated, will be effective from **December 1, 2007** and will remain in effect until **January 20, 2010**.
2. **DEFINITIONS**
A. Normal Schedule: An arrangement of workdays and hours in which an employee fulfills her/his work commitment in five (5), seven and one-half hour (7 1/2) days within a seven (7) day period of time.
B. AWS: An arrangement of workdays and hours in which an employee fulfills her/his work commitment in a manner other than the standard five (5), seven and one-half (7 1/2) hour days.
C. The term "employee" is defined, for the purpose of this Agreement, to include full-time, part-time, and per diem employees employed by the Health and Hospitals Corporation.
3. **PROCEDURES FOR IMPLEMENTATION OF AWS**
A. Alternate work schedules may be implemented in units where no AWS had been utilized upon submission of the following information to the facility Director of Human Resources and to the Association at least one (1) month before the commencement of AWS:
 1. The specific unit and service involved in the AWS, indicating by tour, the name and title and schedule of all employees on the unit.
 2. A copy of the first months schedule for the unit.
- B. The parties shall then review the submission and discuss, prior to implementation date, any inconsistency with this Agreement.

4. **ELIGIBILITY AND PARTICIPATION IN AWS**
A. Employees shall select AWS on a voluntary basis only.
B. Employees working an alternate work schedule may request to be changed to a normal schedule upon four (4) weeks written notice to the Director of Nursing. Such request shall be granted whenever possible, at the discretion of the Director.
C. The parties recognize that sick calls that occur by employees working AWS are more difficult to cover than employees working a normal schedule. Therefore, every effort will be made by the parties to reduce the number of sick calls and provide coverage when they occur.
5. **TERMINATION OR REDUCTION OF AWS**
A. The Employer may terminate or reduce the AWS to a normal schedule upon sixty (60) days written notice to the Association and affected employees.
B. After the above-mentioned sixty day notice of intent is provided, a Labor-Management Committee meeting will be convened to discuss alternatives to the termination or reduction. At that meeting the Employer shall provide the Association with the rationale for the termination or reduction of AWS and will provide relevant information for review by the Committee. The HHC Director of Labor Relations, or his/her designee, will participate in the Labor-Management Committee meetings. At the conclusion of the sixty (60) day notice period, the final decision whether to terminate or reduce the AWS, or to modify the original notice of intent to terminate or reduce AWS, shall be made by the facility Executive Director or his/her designee. The sixty (60) day notice period may be extended to allow for further discussion upon the expressed written consent of the Employer to the Association.
C. Upon termination or reduction of the Alternate Work Schedule in a unit, Employees will volunteer to cover all three tours. In the existence of a conflict regarding an assignment to a tour, seniority will prevail.
6. **TYPES OF AWS**
A. Any schedules that the Employee and Employer may mutually agree to as an accommodation to an employee, other than those referred to below, shall not be construed to be an AWS and shall not fall within the scope of this agreement. Any AWS other than those listed below must be by mutual written agreement of the Association and the Employer.
B. Examples of alternative work schedules for full-time employees include, but are not limited to, the schedules listed below:
 1. **Three Day Work Week** - Three (3) twelve and one-half (12 1/2) hour tours in one week.
 2. **Four Day Work Week** - Four (4) ten (10) hour tours in one (1) week; three (3) ten (10) hour tours plus one (1) five (5) hour tour in the other week.
 3. **Four Week Tour** - Three (3) eleven and one-half (11 1/2) hour tours for three (3) weeks, plus three (3) eleven and one-half (11 1/2) hour tours and one twelve (12) hour tour in the other week.
 - a.) While on this schedule, six (6) hours earned annual leave must be retained in the employee's leave bank.
 - b.) If during this four (4) week schedule and employee leaves after working a 3 day/3 day portion or a 3 day/3 day/3 day portion, the employee shall have deducted from her/his annual leave balance the number of hours for which the employee was paid but were not actually worked. If the annual leave balance is insufficient for this purpose, deduction for the balance owed will be deducted from the employee's paycheck.
 - c.) If during this four (4) week schedule an employee leaves after working a 3 day/4 day portion, the employee shall receive overtime for all hours worked beyond seventy-five (75) hours in a two (2) week period. Such payment shall be in accordance with Section 8B of this Agreement.
 - d.) If during the four (4) week schedule an employee leaves after working a 4 day portion, the employee shall receive overtime credit for all hours worked beyond 37.5 hours per week in accordance with the provisions of the 1995-2000 Citywide Agreement, Article IV, Section 2, or any successor agreement(s).
 4. **Two Week Tour** - Three (3) thirteen (13) hours tours one week; three (3) twelve (12) hour tours in the other week.
- C. Part-time employees may work any of the

- D. alternative shifts provided they complete their normal bi-weekly schedule.
 - D. All of the above schedules are exclusive of an unpaid one (1) hour meal period (see Section 7A below).
 7. **MEAL AND REST PERIODS**
Meal and rest period(s) for employees on the AWS program:
 - A. All employees will have an unpaid one (1) hour meal period during each tour of duty, except those employees working a five (5) or six (6) hour tour.
 - B. An employee working on an AWS tour of eleven (11) or more hours will receive two (2) fifteen minute rest periods per tour of duty. An employee working on an AWS tour between seven (7) and eleven (11) hours will receive at least one (1) twenty minute rest period per tour of duty. An employee working on a six (6) hour tour will receive one (1) twenty minute rest period per tour of duty.
 - C. The meal and/or rest period(s) can, by agreement, be scheduled and/or combined at any time or in any way, provided that no meal period or rest period(s) are scheduled in the first two (2) hours or the last two (2) hours of the tour.
 8. **OVERTIME**
A. Except in an emergency situation pursuant to Article IV, Section 13 of the 1995-2000 Citywide Contract or its successors, and employee on an alternative work schedule shall not be required to work more than fifteen and one-half (15 1/2) hours in a work day.
B. Overtime for full-time employees on the 3 day/4 day AWS shall be calculated on the basis of time worked beyond seventy-five (75) hours in a two week period. Ordered involuntary overtime which results in an employee working in excess of eighty (80) hours every two week period shall be compensated in cash at time and one-half (1 1/2 x). For those employees whose normal work schedule is less than eighty (80) hours every two (2) weeks, any such ordered involuntary overtime worked between the maximum of those two work weeks and eighty (80) hours in those same calendar weeks, shall be compensated in cash at straight time.
C. Overtime for full-time employees on a 3 day/3 day/3 day/4 day AWS shall be calculated on the basis of time worked beyond one hundred fifty (150) hours in a four (4) week period. Ordered involuntary overtime which results in an employee working in excess of one hundred sixty (160) hours in a four (4) week period shall be compensated in cash at time and one-half (1 1/2 x). For those employees whose normal work schedule is less than one hundred sixty (160) hours every four weeks, any such ordered involuntary overtime worked between the maximum of those four weeks and one hundred sixty (160) hours in those same calendar weeks, shall be compensated in cash at straight time.
 9. **SHIFT DIFFERENTIAL**
A. An employee will be paid shift differential at an hourly rate determined by dividing the applicable evening or night shift differential by 1957.5. The evening differential shall be paid for hours in pay status between 3:00 P.M. and 11:00 P.M.; night shift differential shall be paid for hours in pay status between 11:00 P.M. and 8:00 A.M.
B. An employee currently receiving full shift differential for working a unique schedule of which 50% of the hours fall within the normal evening tour hours and who works an AWS tour of which 50% of the hours fall within the hours of 3:00 P.M. - 11:30 P.M. shall continue to receive the full shift differential.
 10. **RESPONSIBILITY PAY**
A differential of \$.40 per hour shall be provided to each Staff Nurse who is assigned or exercises responsibility during the time 3:00 P.M. through 8:00 A.M. for one or more Staff Nurse, or for two (2) or more units.
 11. **POSTING**
Each institution will post approved alternate work schedule positions and provide a copy to the Union's hospital representative(s).
 12. Employees and potential employees shall be provided with the provisions of Article VI of the 1995-2001 Citywide Contract, or its successors, which addressed time and leave variations for employees working other than the standard work week.
- WHEREFORE**, we have hereunto set our hands and seals this 27th day of June, 2008.
- FOR THE CITY OF NEW YORK

JAMES F. HANLEY
Commissioner
- FOR THE NEW YORK STATE NURSES ASSOCIATION

LORRAINE SEIDEL
Director, Economic and General Welfare Program
- FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

FRANK J. CIRULLO
Senior Vice-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

Dated: _____ 2008

Lorraine Seidel
 Director, Economic and General Welfare Program
 New York State Nurses Association
 120 Wall St., 23rd floor
 New York, NY 10005

Dear Ms. Seidel:

This is to confirm certain mutual understandings and agreements regarding the 2007-20010 Staff Nurse Agreement.

Transit Check

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

The parties further agree to examine the possible expansion of this benefit to include other regional mass transit carriers.

Residency

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

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

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

Additional Compensation Funds

Effective on the last day of the unit agreement, the bargaining unit shall have available funds not to exceed 0.34% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 4 or the hiring rate for new employees set forth in Section 5. The funds available shall be based on the December 31, 2005 payroll, including spinoffs and pensions.

Labor Management Committee on Pension Issues

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

The appropriate parties further agree to discuss the following issues:

- Chapter 96 Reopener
- Chapter 96 Escape
- Age and Vesting Requirements
- Member Contribution Amounts and Duration
- Benefit Formula Changes

Service Credits
 Any other areas the parties mutually agree to

Continuation of Certain Health Benefits

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

Performance Compensation Procedures

The Letter Agreement between the City of New York and District Council 37 regarding such criteria and procedures insofar as they relate to the City of New York's "Performance Compensation Procedures" shall apply (in lieu of the provisions in Article XVII ("Merit Increases"), Sections 1 and 2).

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

Lorraine Seidel
 LORRAINE SEIDEL
 New York State Nurses Association



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

Dated _____, 2008

Ms. Lorraine Seidel
 Director, Economic & General Welfare Program
 New York State Nurses Association
 120 Wall Street
 New York, New York 10005

Re: 2007-2010 Staff Nurse Agreement

Dear Ms. Seidel:

The following is to confirm the meaning and understanding of the parties with respect to certain elements of the Letter of Agreement which the parties agreed to during the negotiations for the 2007-2010 Staff Nurse Agreement.

1. **Residency**
 The proposed modification of the Administrative Code regarding residency requirements does not impact on the residency requirements at the Health & Hospitals Corporation.
2. **Pension Committee**
 The Labor/Management Committee on Pension Issues provision in the Letter of Agreement does not imply any waiver by the parties of their rights to seek or to oppose legislation regarding pension benefits.
3. **Performance Compensation Procedures**
 The parties agree to hold a labor/management meeting with NYSNA prior to any implementation of the procedures, as outlined in the D.C. 37 letter referred to in this provision of the Letter of Agreement, for titles represented by the union.

If the above conforms to your understanding, please sign below.

Very truly yours,

James F. Hanley
 James F. Hanley
 Commissioner

AGREED AND ACCEPTED

Lorraine Seidel
 Lorraine Seidel
 New York State Nurses Association

HHC NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
 125 Worth Street - Suite 500 - New York - New York 10013
 212-788-3684 Fax: 212-788-3355

Pamela S. Silverblatt
 Senior Assistant Vice President
 Human Resources & Workforce Development

TO: Network Senior Vice Presidents
 Executive Directors
 FROM: Pamela S. Silverblatt *P. Silverblatt*

DATE: December 7, 1998
 SUBJECT: Scheduling of Registered Professional Nurses on Weekends

This memorandum states the Corporation policy concerning the weekend scheduling of registered professional nurses represented by the New York State Nurses Association. "Weekend" is defined as the two-day period consisting of Saturday and Sunday. Registered professional nurses on units/services which are open on Saturday and/or Sunday shall be entitled to at least 26 weekends off per year. In implementing this policy, no changes shall be made in existing work schedules, except to the extent necessary to comply with the requirements of this policy. Notwithstanding the above, exceptions may be made where strict adherence to this policy would compromise patient care.

cc: Luis R. Marcos, M.D.
 Frank Cirillo
 William Herrmann



NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
 125 Worth Street - Suite 500 - New York - New York 10013
 212-788-3684 Fax: 212-788-3355

Pamela S. Silverblatt
 Senior Assistant Vice President
 Human Resources & Workforce Development

TO: Network Senior Vice Presidents
 Executive Directors
 FROM: Pamela S. Silverblatt *P. Silverblatt*
 DATE: December 7, 1998

SUBJECT: Floating Assignments for Nurses

This memorandum states the Corporation policy concerning "floating" assignments for registered professional nurses represented by the New York State Nurses Association. The guidelines for these assignments are:

- 1) Floating shall not be used to cover vacancies whose existence can be identified in advance, e.g. scheduled vacations, long-term sick leave, workers compensation, etc. It shall only be used to cover unexpected vacancies which arise on a particular tour in a unit or service.
- 2) When registered professional nurses represented by NYSNA are assigned to float, it shall be between units within their assigned service or related service, or to units on a service where they have worked or have had orientation.
- 3) Floating assignments shall be distributed equitably among the registered professional nurse staff.
- 4) Floating assignments shall be made at the beginning of a tour of duty. To that end, nurses who are going to be unexpectedly absent must call in a minimum of two hours prior to the start of the tour of duty. It is the responsibility of the Director of Nursing or the Director's designee to arrange for staff coverage prior to the commencement of the tour.
- 5) Notwithstanding the above, when, in the judgment of the Director of Nursing or the Director's designee, adherence to this policy would compromise the delivery of patient care, floating assignments will be made as required.

cc: Luis R. Marcos, M.D.
 Frank Cirillo
 William Herrmann



NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
 125 Worth Street - Suite 500 - New York - New York 10013
 212-788-3684 Fax: 212-788-3355

Donna Lynne
 Senior Vice President
 Corporate Affairs

MEMORANDUM

December 2, 1997

TO: Network Senior Vice Presidents
 Executive Directors
 FROM: Donna Lynne *D. Lynne*
 SUBJECT: Shift Rotation - Registered Professional Nurses

This memorandum establishes a revised Corporate policy on shift rotation for registered professional nurses. This policy will commence immediately and employees shall be given at least three months advance notice of their rotation schedule.

Shift rotations shall be scheduled for no less than one month at a time. Employees with seven or more years of service as a registered professional nurse with the Corporation and/or mayoral agencies, or who regularly work the evening or night tour, shall not be required to rotate. Employees with less than seven years of service shall not be required to rotate more than three months in any year unless the employee submits a written request for additional rotation to the Director of Nursing.

In implementing this policy, no changes shall be made in existing work schedules except to the extent necessary to comply with the requirements of this policy.

Where this policy limits a facility's ability to provide shift coverage due to a lack of personnel with less than seven years of service, the facility shall initiate a Labor/Management meeting with the NYSNA to discuss alternatives, including, but not limited to, hiring for tour and rotation of employees with more than seven years of service.

Notwithstanding the above, any employee may be required to rotate in an emergency situation.

cc: Luis R. Marcos, MD
 Pamela Silverblatt
 Byl Herrmann
 Directors of Nursing
 Human Resources Directors
 Labor Relations Officers

