



THE CITY RECORD

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TABLE OF CONTENTS

PUBLIC HEARINGS & MEETINGS

Bronx Borough President	769
City Council	770
Citywide Administrative Services	770
City Planning Commission	770
Civilian Complaint Review Board	773
Community Boards	773
Employees' Retirement System	773
Equal Employment Practices Commission	773
Franchise and Concession Review Committee	774
Landmarks Preservation Commission ..	774
Parks and Recreation	774

Small Business Services	774
Transportation	775
Youth and Community Development ...	775

PROPERTY DISPOSITION

Citywide Administrative Services	775
Division of Municipal Supply Services ..	775
Sale by Sealed Bid	775
Housing Preservation and Development ..	776
Police	776
Auction	776

PROCUREMENT

Administration for Children's Services ..	776
Citywide Administrative Services	776
Division of Facilities Management and Construction	776

Division of Municipal Supply Services ..	776
Vendor Lists	776
Design and Construction	776
Contract Section	776
Health and Hospitals Corporation	777
Health and Mental Hygiene	777
Agency Chief Contracting Officer	777
Homeless Services	777
Office of Contracts and Procurement ...	777
Housing Authority	777
Purchasing Division	777
Parks and Recreation	777
Capital Projects Division	777
Contract Administration	777
Revenue and Concessions	777

Sanitation	777
Agency Chief Contracting Officer	777
School Construction Authority	778
Contract Administration	778
Transportation	778

AGENCY PUBLIC HEARINGS

Parks and Recreation	778
----------------------------	-----

AGENCY RULES

Consumer Affairs	778
------------------------	-----

SPECIAL MATERIALS

Labor Relations	779
Office of the Mayor	787
Changes in Personnel	787

LATE NOTICE

Environmental Protection	787
--------------------------------	-----

READERS GUIDE	788
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THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BRONX BOROUGH PRESIDENT

■ PUBLIC HEARINGS

THE LOWER GRAND CONCOURSE ZONING MAP AMENDMENTS

A PUBLIC HEARING IS BEING called by the Acting President of the Borough of The Bronx, Honorable Earl Brown. The hearing will take place on Tuesday, March 10, 2009 at 10:00 A.M. in the office of the Borough President, 198 East 161st Street (one block east of the Grand Concourse), 2nd Floor, the Bronx New York, 10451 on the following items:

CD 1- ULURP NO: C 090303 ZMX
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. 6a:

- changing from an M2-1 District to an R7-2 District property bounded by a line 190 feet southerly of a park* and its easterly prolongation, Major Deegan Expressway, Park Avenue and its northeasterly and southwesterly prolongations, and a U.S. Pierhead and Bulkhead Line;
- changing from an M1-2 District to a C4-4 District property bounded by East 149th Street, Morris Avenue, East 144th Street, Canal Place, East 146th Street, Park Avenue, East 144th Street, and the easterly street line of former Anthony J. Griffin Place and its northerly and southerly prolongations;
- changing from an M2-1 District to a C4-4 District property bounded by:
 - East 149th Street, Major Deegan Boulevard, the northerly boundary of a park* and its easterly and westerly prolongations, and a U.S. Pierhead and Bulkhead Line; and
 - the southerly boundary line of a park* and its easterly and westerly prolongations, Major Deegan Expressway, a line 190 feet southerly of a park* and its easterly prolongation, and a U.S. Pierhead and Bulkhead Line;
- changing from an M1-2 District to a C6-2A District property bounded by East 144th Street, Grand Concourse, a line 120 feet southerly of East 144th Street, a line 100 feet easterly of Grand Concourse,

the easterly prolongation of the southerly street line of East 140th Street, the westerly boundary line of the Metro North Rail Road (Harlem Division) right-of-way, East 138th Street, Major Deegan Boulevard, a line 100 feet northerly of East 138th Street, and Walton Avenue;

- changing from an M2-1 District to a C6-2A District property bounded by a line 100 feet northerly of East 138th Street, Major Deegan Boulevard, East 138th Street, and Major Deegan Expressway;
- changing from an M1-2 District to an M1-4 District property bounded by:
 - a line 75 feet southwesterly of East 138th Street, a line 100 feet northwesterly of Third Avenue, East 136th Street, and Rider Avenue; and
 - East 138th Street, Park Avenue and its southwesterly centerline prolongation, and an easterly service road of the Major Deegan Expressway;
- changing from an M2-1 District to an M1-4 District property bounded by a line 75 feet southwesterly of East 138th Street, Rider Avenue and its southwesterly centerline prolongation, East 135th Street, the northeasterly centerline prolongation of Park Avenue, Major Deegan Expressway, East 138th Street, an easterly service road of the Major Deegan Expressway, Park Avenue and its southwesterly centerline prolongation, a line 300 feet southwesterly of East 138th Street, and Canal Place;
- changing from an M1-2 District to an M1-4/R6A District property bounded by:
 - East 146th Street, Canal Place, East 144th Street, Rider Avenue, a line 150 feet southerly of East 140th Street, Canal Place, East 144th Street, and Park Avenue; and
 - a line 200 feet southerly of East 144th Street, Walton Avenue, a line 100 feet northerly of East 138th Street, Major Deegan Boulevard, and Gerard Avenue and its southerly centerline prolongation;
- changing from an M2-1 District to an M1-4/R6A District property bounded by the westerly centerline prolongation of East 140th Street, Major Deegan Boulevard, a line 100 feet northerly of East 138th Street, and Major Deegan Expressway;
- changing from an R6 District to an M1-4/R7A District property bounded by East 142nd Street, Morris Avenue, East 140th Street, and Rider Avenue;
- changing from an M1-2 District to an M1-4/R7A District property bounded by:
 - East 144th Street, Morris Avenue, East 142nd Street, and Rider Avenue;

- East 140th Street, Morris Avenue, a line 100 feet northeasterly of East 138th Street, and Rider Avenue; and
 - a line 75 feet southwesterly of 138th Street, Lincoln Avenue, Major Deegan Expressway, Rider Avenue and its southwesterly centerline prolongation, East 136th Street, and a line 100 feet northwesterly of Third Avenue;
- changing from an M1-2 District to an M1-4/R7X District property bounded by Park Avenue, a line 150 feet northeasterly of East 138th Street, Canal Place, a line 100 feet northeasterly of East 138th Street, Morris Avenue, Third Avenue, Lincoln Avenue, a line 75 feet southwesterly of East 138th Street, Rider Avenue, and East 138th Street;
 - changing from an M2-1 District to an M1-4/R7X District property bounded by Park Avenue, East 138th Street, Rider Avenue, a line 75 feet southwesterly of East 138th Street, Canal Place, and a line 300 feet southwesterly of East 138th Street;
 - changing from a C4-4 District to an M1-4/R8A District property bounded by East 149th Street, Walton Avenue, a line midway between East 144th Street and East 146th Street, and Gerard Avenue;
 - changing from an M1-2 District to and M1-4/R8A District property bounded by East 149th Street, Gerard Avenue, a line midway between East 144th Street and East 146th Street, Walton Avenue, a line 200 feet southerly of East 144th Street, Gerard Avenue and its southerly centerline prolongation, and Major Deegan Boulevard;
 - changing from an M2-1 District to an M1-4/R8A District property bounded by Major Deegan Boulevard, the westerly centerline prolongation of East 140th Street, and Major Deegan Expressway;
 - establishing within a proposed R7-2 District a C2-4 District bounded by a line 190 feet southerly of a park*, Major Deegan Expressway, Park Avenue and its southwesterly and northeasterly centerline prolongations, and a U.S. Pierhead and Bulkhead Line;
 - establishing a Special Harlem River Waterfront District (HRW) bounded by East 149th Street, Major Deegan Expressway, Park Avenue and its southwesterly and northeasterly centerline prolongations, and a U.S. Pierhead and Bulkhead Line;
 - establishing a Special Mixed Use District (MX-13) bounded by:
 - East 149th Street, Walton Avenue, a line 100 feet northerly of East 138th Street, Major Deegan Expressway, Major Deegan Boulevard, the easterly centerline prolongation of East 149th Street, and the southerly centerline prolongation of River Avenue; and
 - East 146th Street, Canal Place, East 144th Street, Morris Avenue, Third Avenue, Lincoln Avenue, Major Deegan Expressway, Rider Avenue and its southwesterly centerline prolongation, East 136th Street, a line 100 feet northwesterly of Third Avenue, a line 75 feet southwesterly of East 138th Street, Canal Place, a line 300 feet southwesterly of East 138th Street, Park Avenue, East 138th Street, Park Avenue, a line 150 feet northeasterly of East 138th Street, Canal Place, a line 100 feet northeasterly of East 138th Street, Rider Avenue, a line 150 feet southwesterly of East 140th

Street, Canal Place, East 144th Street, and Park Avenue;

Borough of the Bronx, Community District 1, as shown on a diagram (for illustrative purposes only), dated February 2, 2009, and subject to the conditions of CEQR Declaration E-227.

*Note: a park is proposed to be established under a concurrent related application C 090166 MMX for a change in the City Map.

CD 1- N 090302 ZRX

IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to Article VI, Chapter 2 (Special Regulations Applying in the Waterfront Area); Article VIII, Chapter 7 establishing the Special Harlem River Waterfront District; and Article XII, Chapter 3 (Special Mixed Use District) specifying a Special Mixed Use District (MX-13) and amending related sections of the Zoning Resolution, Community District 1, Borough of The Bronx.

CD 1 –ULURP NO: C 090166 MMX

IN THE MATTER OF an application, submitted by the Department of City Planning and the Department of Parks & Recreation, pursuant to Sections 197-c and 199 of the New York City Charter, for an amendment to the City Map involving:

- the establishment of a waterfront Park in an area bounded by Major Deegan Boulevard, the Harlem River, and by the extensions of East 144th Street and East 146th Street;
- and any acquisition or disposition of real property related thereto,

in accordance with Map No. 13124 dated January 29, 2009 and signed by the Borough President.

ANYONE WISHING TO SPEAK MAY REGISTER AT THE HEARING. PLEASE DIRECT ANY QUESTIONS CONCERNING THIS MATTER TO THE BOROUGH PRESIDENT'S OFFICE, (718) 590-6124.

m3-9

CITY COUNCIL

■ PUBLIC HEARING

HEARING BY THE COMMITTEE ON HOUSING AND BUILDINGS

THE COMMITTEE ON HOUSING AND BUILDINGS WILL HOLD A HEARING ON MONDAY, MARCH 16, 2009 AT 10:00 A.M. IN THE COUNCIL CHAMBERS, CITY HALL, NEW YORK, NEW YORK 10007 ON THE FOLLOWING MATTERS:

Int. No. 923, a Local Law to amend the administrative code of the City of New York, in relation to extending the rent stabilization laws.

Res. No. 1815, a Resolution determining that a public emergency requiring rent control in the City of New York continues to exist and will continue to exist on and after April 1, 2009

A Calendar of speakers will be established in advance. Persons interested in being heard should write to the Honorable Christine C. Quinn, Speaker of the City Council, City Hall, New York, New York 10007, setting forth their name, representation and viewpoints.

Michael McSweeney
Acting City Clerk, Clerk of the Council

f13-m16

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF REAL ESTATE SERVICES

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT A REAL PROPERTY ACQUISITIONS AND DISPOSITIONS PUBLIC HEARING, in accordance with Section 824 of the New York City Charter, will be held at 10:00 A.M. on March 18, 2009 in the second floor conference room, 22 Reade Street, in Manhattan.

In the matter of a proposed lease for The City of New York, as Tenant, of approximately 18,870 rentable square feet of space on the third floor in a building located at 80 39th Street, aka 40-14 First Avenue (Block 706, Lot 24), in the Borough of Brooklyn for the Human Resources Administration to use as storage or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

The proposed lease shall be from substantial completion of work until July 31, 2012 at an annual rent of \$139,638.00 (\$7.40 per square foot).

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

Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contract Services, Public

Hearings Unit, 253 Broadway, Room 915, New York, N.Y. 10007, (212) 788-7490, no later than FIVE (5) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING.

TDD users should call VERIZON relay services.

◀ m5

CITY PLANNING COMMISSION

■ PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT RESOLUTIONS Have been adopted by the City Planning Commission scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street New York, New York, on Wednesday, March 18, 2009, commencing at 10:00 A.M.

BOROUGH OF THE BRONX

No. 1

CARL C. ICHAN CHARTER SCHOOL PLAYGROUND CD 3 C 090228 HAX

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

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of property located at 404 Claremont Parkway (Block 2896, Lot 96), as an Urban Development Action Area; and
 - b) an Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer selected by HPD;

to facilitate an expansion of the playground for the Carl C. Icahn Charter School.

BOROUGH OF BROOKLYN

No. 2

LIBERTY FOUNTAIN APARTMENTS

CD 5 C 090227 HAK

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

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of property located at 115, (Block 4191, Lots 14-20); 922, 924, 926, 928, 930, and 932 Liberty Avenue (Block 4191, Lot 22, and Lots 26-30); and 66, 68, 70, and 72 Crystal Street (Block 4191, Lots 32-35), as an Urban Development Action Area; and
 - b) an Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of property located at 115, 117, 119, 123, 125, 127, and 129 Fountain Avenue (Block 4191, Lots 14-20); 924, 926, 930, and 932 Liberty Avenue (Block 4191, Lots 26, 27, 29 and 30); and 66, 68, 70, and 72 Crystal Street (Block 4191, Lots 32-35), to a developer selected by HPD;

to facilitate development of a three-story building, tentatively known Liberty/Fountain Apartments, with approximately 43 residential units.

BOROUGH OF MANHATTAN

No. 3

HOBBS COURT

CD 11 C 090125 ZMM

IN THE MATTER OF an application submitted by the New York City Housing Authority and Phipps Houses and Urban Builders Collaborative, LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 6b changing from an R7A District to a R8A District property bounded by East 103rd Street, a line 325 feet easterly of Second Avenue, East 102nd Street, and a line 100 feet easterly of Second Avenue, as shown on a diagram (for illustrative purposes only) dated December 1, 2008.

No. 4

86TH STREET SIDEWALK CAFES TEXT AMENDMENT CD 8 N 090165 ZRM

IN THE MATTER OF an application submitted by Maz Mezcal Restaurant pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, concerning Article I, Chapter 4 (Sidewalk Café Regulations), relating to Section 14-43 to permit small sidewalk cafes on the south side of East 86th Street from First Avenue to a line 125 feet east of Second Avenue.

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

14-43 Locations Where Only Small Sidewalk Cafes Are Permitted

#Small sidewalk cafes# may be located wherever #sidewalk cafes# are permitted, pursuant to Section 14-011 (Sidewalk

cafe locations). In addition, only #small sidewalk cafes# shall be allowed on the following #streets#, subject to the underlying zoning.

Manhattan:

Orchard Street - from Canal Street to Houston Street
Delancey Street - from Norfolk Street to the Bowery
Centre Street - from Canal Street to Spring Street
Lafayette Street - from Canal Street to Houston Street
Sixth Avenue - from Canal Street to a line 100 feet south of Spring Street

Special Union Square Special District*

14th Street - from Second Avenue to Irving Place
14th Street - from a line 100 feet west of University Place to Eighth Avenue

23rd Street - from the East River to Eighth Avenue

31st Street - from Fifth Avenue to a line 200 feet east of Broadway

34th Street - from the East River to Fifth Avenue

35th Street - from a line 150 feet east of Fifth Avenue to a line 150 feet east of Sixth Avenue

36th Street - from a line 150 feet east of Fifth Avenue to a line 150 feet west of Fifth Avenue

37th Street - from a line 150 feet east of Fifth Avenue to a line 150 feet west of Fifth Avenue

37th Street - from a line 150 feet east of Sixth Avenue to Broadway

38th Street - from Third Avenue to Seventh Avenue

39th Street - from Exit Street to Seventh Avenue

40th Street - from a line 100 feet east of Exit Street to Broadway

41st Street - from a line 100 feet east of Exit Street to Third Avenue

42nd Street - from First Avenue to Third Avenue
42nd Street - from Fifth Avenue to a line 275 feet east of Sixth Avenue

All #streets# bounded by 43rd Street on the south, 46th Street on the north, a line 200 feet east of Third Avenue on the east and Third Avenue on the west

43rd Street - from Fifth Avenue to Sixth Avenue

44th Street - from Fifth Avenue to Sixth Avenue

45th Street - from Fifth Avenue to Sixth Avenue

46th Street - from Fifth Avenue to Sixth Avenue

47th Street - from a line 200 feet east of Third Avenue to Third Avenue

48th Street - from a line 150 feet east of Third Avenue on the east and Sixth Avenue on the west

49th Street - from a line 150 feet east of Third Avenue on the east and Sixth Avenue on the west

50th Street - from a line 150 feet east of Third Avenue on the east and Sixth Avenue on the west

51st Street - from a line 150 feet east of Third Avenue to Eighth Avenue

52nd Street - from a line 160 feet east of Third Avenue to Eighth Avenue

53rd Street - from a line 160 feet east of Third Avenue to Eighth Avenue

54th Street - from a line 150 feet east of Third Avenue to Eighth Avenue

55th Street - from a line 100 feet west of Second Avenue to Eighth Avenue

56th Street - from a line 100 feet west of Second Avenue to Eighth Avenue

57th Street - from the East River to Eighth Avenue

58th Street - from the East River to Eighth Avenue

59th Street - from the East River to Second Avenue

59th Street (Central Park South) - from Sixth Avenue to Columbus Circle

60th Street - from Lexington Avenue to Fifth Avenue

61st Street - from Third Avenue to Fifth Avenue

62nd Street - from Second Avenue to Fifth Avenue

63rd Street - from Second Avenue to Fifth Avenue

86th Street - from First Avenue to a line 125 feet east of Second Avenue, south side only

116th Street - from Malcolm X Boulevard to Frederick Douglass Boulevard

First Avenue - from 48th Street to 56th Street

Third Avenue - from 38th Street to 62nd Street

Lexington Avenue - from a line 100 feet south of 23rd Street to a line 100 feet north of 34th Street

Lexington Avenue - the entire length from a line 100 feet north of 96th Street, northward

Park Avenue - from 38th Street to 40th Street

Park Avenue - from 48th Street to 60th Street

Park Avenue - the entire length from a line 100 feet north of 96th Street, northward

Madison Avenue - from 23rd Street to 38th Street

Madison Avenue - from 59th Street to 61st Street

Special Madison Avenue Preservation District**

Madison Avenue - the entire length from a line 100 feet north of 96th Street, northward

Fifth Avenue - from 12th Street to 33rd Street

Fifth Avenue - from 59th Street to 61st Street

Sixth Avenue - from 36th Street to 42nd Street

Sixth Avenue - from a line 150 feet north of 42nd Street to 48th Street

Sixth Avenue - from 50th Street to Central Park South

Seventh Avenue - from 50th Street to Central Park South

Broadway - from 36th Street to 40th Street

Broadway - from 50th Street to Columbus Circle

Columbus Circle - from Eighth Avenue, westward, to Broadway.

* #Small sidewalk cafes# are not allowed on 14th Street

** #Small sidewalk cafes# are not allowed on 86th Street within the Special Madison Avenue District

BOROUGH OF QUEENS

Nos. 5 & 6

NORTH FLUSHING REZONING/R1-2A DISTRICT ZONING TEXT

No. 5

CDs 7 & 11 C 090281 ZMQ

IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 7d, 11a and 11c:

1. eliminating from within an existing R4 District a C1-2 District bounded by:
 - a. 25th Avenue, Francis Lewis Boulevard, 26th Avenue, a line 150 feet westerly of 168th Street, a line 150 feet southwesterly of Francis Lewis Boulevard, Bayside Lane, 25th Drive, and 166th Street;
 - b. 26th Avenue, a line 150 feet northeasterly of Francis Lewis Boulevard, 27th Avenue, a line midway between Francis Lewis Boulevard and 172nd Street, 28th Avenue, and Francis Lewis Boulevard;
2. eliminating from within an existing R5 District a C1-2 District bounded by:
 - a. Willets Point Boulevard,
 - b. Parsons Boulevard,
 - c. the westerly prolongation of the northerly street line of 25th Drive,
 - d. a line 125 feet westerly of Parsons Boulevard, and
 - e. a line perpendicular to Willets Point Boulevard and passing through a point on Course No. 4 distance 160 feet northerly of Course No. 3;
3. eliminating from within an existing R4 District a C1-3 District bounded by 24th Road, a line 100 feet northeasterly of Francis Lewis Boulevard, 169th Street, Francis Lewis Boulevard, and 166th Street;
4. eliminating from within an existing R4 District a C1-4 District bounded by 169th Street, a line 100 feet northeasterly of Francis Lewis Boulevard, 26th Avenue, and Francis Lewis Boulevard;
5. changing from an R1-2 District to an R1-2A* District property bounded by 32nd Avenue, a line midway between 162nd Street and 163rd Street, a line 60 feet northerly of 35th Avenue, a line midway between 167th Street and 168th Street, Elmer E. Crocheron Avenue, 164th Street, a line 100 feet northerly of Northern Boulevard, 158th Street, Northern Boulevard, 157th Street, a line 150 feet northerly of Northern Boulevard, and 156th Street;
6. changing from an R1-2 District to an R2 District property bounded by Riverside Drive, 159th Street, Powells Cove Boulevard, and a line midway between 158th Street and 159th Street;
7. changing from an R6 District to an R2 District property bounded by a line 100 feet southerly of 33rd Avenue, the southerly prolongation of a line 90 feet easterly of 143rd Street (straight line portion), the southerly terminus of 143rd Street and its northwesterly and southeasterly prolongations, and Union Street;
8. changing from an R1-2 District to an R2A District property bounded by a line 100 feet northerly of 35th Avenue, a line midway between 167th Street and 168th Street, a line 60 northerly of 35th Avenue, and a line midway between 162nd Street and 163rd Street;
9. changing from an R2 District to an R2A District property bounded by:
 - a. a line midway between 28th Avenue, and 29th Avenue and its westerly prolongation, the northerly prolongation of the easterly street line of 148th Street, 29th Avenue, 148th Street, Bayside Avenue, 150th Street, a line 100 feet southerly of Bayside Avenue, Murray Lane, Bayside Avenue, a line 100 feet westerly of Murray Street, 25th Avenue, 166th Street, Bayside Lane, a line midway between 25th Drive and 26th Avenue, a line 150 feet southwesterly of Francis Lewis Boulevard, a line 150 feet westerly of 168th Street, 26th Avenue, Francis Lewis Boulevard, 170th Street, 29th Avenue, Francis Lewis Boulevard, 33rd Avenue, 191st Street, a line 150 feet southerly of 33rd Avenue, a line 100 feet southwesterly of Francis Lewis Boulevard, the westerly centerline prolongation of 34th Avenue, 192nd Street, a line 100 feet northerly of 35th Avenue, 190th Street, 35th Avenue, Utopia Parkway, a line perpendicular to the westerly street line of Utopia Parkway distant 100 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Utopia Parkway and the northerly street line of Elmer E. Crocheron Avenue, 172nd Street, a line perpendicular to the westerly street line of 172nd Street distant 90 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of 172nd Street and the northerly street line of Elmer E. Crocheron Avenue, a line midway between 171st Street and 172nd Street, Elmer E. Crocheron Avenue, 169th Street, a line 100 feet northerly of Elmer E. Crocheron Avenue, 168th Street, Elmer E. Crocheron Avenue, a line midway between 167th Street and 168th Street, a line 100 feet northerly of 35th Avenue, a line midway between 162nd Street and 163rd Street, 32nd Avenue, 156th Street, a line 100 feet southerly of 33rd Avenue, 154th Street, 33rd Avenue, Murray Street, 34th Avenue, a line midway between 147th Place and 148th Street, 33rd Avenue, Union Street, 29th Avenue, and a line 100 feet easterly of Union Street, and excluding the area bounded by a line 150 feet northwesterly of Bayside Lane, 28th Avenue and its easterly prolongation, Bayside Lane, a line 100 feet southerly of 27th Avenue, a line midway between 167th Street and 168th Street, a line 100 feet northerly of 32nd Avenue, 168th Street, 32nd Avenue, a line midway between 166th Street and 167th Street, a line 100 feet northerly of 32nd Avenue, a line midway between 162nd Street and 163rd Street, 29th Avenue, and 161st Street;
10. changing from an R3-2 District to an R2A District property bounded by:
 - a. Willets Point Boulevard, 149th Street, a line 100 feet northerly of 25th Drive, 148th Street, 25th Drive and a line midway between 147th Street and 148th Street;
 - b. Bayside Avenue, Murray Lane, a line 100 feet southerly of Bayside Avenue, and 150th Street;
 - c. 34th Avenue, Murray Street, a line 150 feet northerly of 35th Avenue, 150th Place, 35th Avenue, and a line midway between 150th Street and 150th Place;
 - d. a line 150 feet northwesterly of Bayside Lane, 28th Avenue, a line 240 feet easterly of 161st Street, a line 100 feet northwesterly of Bayside Lane, and 161st Street;
 - e. Bayside Lane, a line 100 feet southerly of 27th Avenue, 166th Street, a line 100 feet northerly of 32nd Avenue, 164th Street, a line 100 feet southerly of 29th Avenue, 165th Street, a line 100 feet northerly of 29th Avenue, 163rd Street, and the easterly centerline prolongation of 28th Avenue; and
 - f. a line 100 feet southerly of 27th Avenue, a line midway between 167th Street and 168th Street, 29th Avenue, and 167th Street;
11. changing from an R3X District to an R2A District property bounded by:
 - a. 29th Avenue, 202nd Street, 32nd Avenue, and 201st Street; and
 - b. 29th Avenue, the westerly service road of the Clearview Expressway, 32nd Avenue, and 204th Street;
12. changing from an R4 District to an R2A District property bounded by:
 - a. a line midway between 25th Drive and 26th Avenue and its easterly prolongation, 168th Street, 26th Avenue, a line 150 feet westerly of 168th Street, and a line 150 feet southwesterly of Francis Lewis Boulevard;
 - b. 24th Road, a line 150 feet northeasterly of Francis Lewis Boulevard, 169th Street, and a line 100 feet northeasterly of Francis Lewis Boulevard;
 - c. a line 150 feet northeasterly of Francis Lewis Boulevard, 26th Avenue, a line 100 feet northeasterly of Francis Lewis Boulevard, and 169th Street; and
 - d. a line 100 feet southeasterly of 26th Avenue, 172nd Street, 28th Avenue, and 100 feet northeasterly of Francis Lewis Boulevard;
13. changing from an R4-1 District to an R2A District property bounded by 32nd Avenue, the westerly service road of the Clearview Expressway, a line 95 feet northwesterly of 34th Avenue, a line midway between 204th Street and 205th Street, a line 95 feet southeasterly of 33rd Avenue, 204th Street, a line 95 feet northwesterly of 33rd Avenue, a line midway between 204th Street and 205th Street, a line 95 feet southeasterly of 32nd Avenue, and 204th Street;
14. changing from an R5 District to an R2A District property bounded by 35th Avenue, 190th Street, a line 100 feet northerly of Elmer E. Crocheron Avenue, and Utopia Parkway;
15. changing from an R3-2 District to an R3-1 District property bounded by Willets Point Boulevard, a line midway between 147th Street and 148th Street, 25th Drive, 148th Street, a line 100 feet northerly of 25th Drive, 149th Street, 28th Avenue, and 147th Street;
16. changing from an R2 District to an R3-2 District property bounded by:
 - a. a line midway between 28th Avenue and 29th Avenue, 149th Street, Bayside Avenue, 148th Street, 29th Avenue, and the northerly prolongation of the easterly street line of 148th Street; and
 - b. a line 100 feet northerly of 34th Avenue, a line 100 feet westerly of 153rd Street, a line 40 feet northerly of 34th Avenue, 153rd Street, 34th Avenue, and Murray Street;
17. changing from an R2 District to an R3X District property bounded by 26th Avenue, 203rd Street, 29th Avenue, 202nd Street, a line 250 feet northwesterly of 29th Avenue, and a line 100 feet northeasterly of 202nd Street;
18. changing from a R4-1 District to an R3X District property bounded by 32nd Avenue, 204th Street, a line 95 feet southeasterly of 32nd Avenue, and 201st Street;
19. changing from an R2 District to an R4 District property bounded by 25th Drive, Bayside Lane, a line 150 feet southwesterly of Francis Lewis Boulevard, a line midway between 25th Drive and 26th Avenue, Bayside Lane, and 166th Street;
20. changing from an R5 District to an R4 District property bounded by:
 - a. Willets Point Boulevard, 146th Street, 28th Avenue, and Parsons Boulevard; and
 - b. 35th Avenue, Francis Lewis Boulevard, the southerly boundary line of the Long Island Rail Road right-of-way (Northside Division), 192nd Street, 39th Avenue, 194th Street, 37th Avenue, 193rd Street, Elmer E. Crocheron Avenue, and a line 240 feet easterly of 192nd Street;
21. changing from an R5 District to an R4-1 District property bounded by 35th Avenue, a line 240 feet easterly of 192nd Street, Elmer E. Crocheron Avenue, 193rd Street, 37th Avenue, 194th Street, 39th Avenue, 193rd Street, a line 100 feet southerly of 37th Avenue, 190th Street, 37th Avenue, 192nd Street, a line 100 feet northerly of 37th Avenue, a line midway between 191st Street and 192nd Street, Elmer E. Crocheron Avenue, and 192nd Street;
22. changing from an R3-2 District to an R4A District property bounded by:
 - a. Willets Point Boulevard, 147th Street, 28th Avenue, 194th Street, a line midway between 28th Avenue and 29th Avenue, and 146th Street;
 - b. 25th Avenue, a line 100 feet westerly of Murray Street, Bayside Avenue, 150th Street, a line midway between 29th Avenue and Bayside Avenue, a line 100 feet easterly of 150th Street, 26th Avenue, and a line 95 feet easterly of 150th Street; and
 - c. 34th Avenue, 149th Place, a line 100 feet northerly of Northern Boulevard, 149th Street, 35th Avenue, and 146th Street;
23. changing from a R5 District to an R4A District property bounded by 28th Avenue, 146th Street, a line midway between 28th Avenue and 29th Avenue, and Parsons Boulevard;
24. changing from an R2 District to an R4B District property bounded by:
 - a. Francis Lewis Boulevard, 29th Avenue, and 170th Street; and
 - b. a line 100 feet northerly of 32nd Avenue, 168th Street, 32nd Avenue, and a line midway between 166th Street and 167th Street;
25. changing from an R3-2 District to an R4B District property bounded by a line 100 feet southerly of 27th Avenue, 167th Street, 29th Avenue, a line midway between 167th Street and 168th Street, a line 100 feet northerly of 32nd Avenue, and 166th Street;
26. changing from an R4 District to an R4B District property bounded by 28th Avenue, Utopia Parkway, and Francis Lewis Boulevard;
27. changing from an R4-1 District to an R4B District property bounded by a line 95 feet northwesterly of

- 34th Avenue, the westerly service road of Clearview Expressway, a line 100 feet southeasterly of 34th Avenue, and 205th Street;
28. changing from an R2 District to an R5B District property bounded by:
- a. a line 100 feet northerly of 35th Avenue, 192nd Street, 35th Avenue, and 190th Street; and
 - b. a line perpendicular to the westerly street line of 172nd Street distant 90 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of 172nd Street and the northerly street line of Elmer E. Crocheron Avenue, 172nd Street, a line perpendicular to the westerly street line of Utopia Parkway distant 100 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Utopia Parkway and the northerly street line of Elmer E. Crocheron Avenue, Utopia Parkway, Elmer E. Crocheron Avenue, and a line midway between 171st Street and 172nd Street;
29. changing from an R5 District to an R5B District property bounded by:
- a. 35th Avenue, 192nd Street, Elmer E. Crocheron Avenue, a line midway between 191st Street and 192nd Street, a line 100 feet northerly of 37th Avenue, 192nd Street, 37th Avenue, 190th Street, a line 100 feet southerly of 37th Avenue, 192nd Street, the southerly boundary line of the Long Island Rail Road right-of-way (Northside Division), the northerly prolongation of the easterly street line of 189th Street, 39th Avenue, 170th Street, Depot Road, a line midway between 168th Street and 169th Street, a line 100 feet southerly of Elmer E. Crocheron Avenue, 169th Street, Elmer E. Crocheron Avenue, Utopia Parkway, a line 100 feet northerly of Elmer E. Crocheron Avenue, and 190th Street; and
 - b. the southwesterly centerline of 34th Avenue, Francis Lewis Boulevard, 35th Avenue, and 192nd Street;
30. changing from an R2 District to an R5D District property bounded by a line 100 feet northerly of Elmer E. Crocheron Avenue, 169th Street, Elmer E. Crocheron Avenue, and 168th Street;
31. changing from an R5 District to an R5D District property bounded by Elmer E. Crocheron Avenue, 169th Street, a line 100 feet southerly of Elmer E. Crocheron Avenue, a line midway between 168th Street and 169th Street, Depot Road, the northerly centerline prolongation of 168th Street, Station Road, and 167th Street and its southerly centerline;
32. changing from an R6 District to an R5D District property bounded by 31st Drive, Union Street, 33rd Avenue, Leavitt Street, 32nd Avenue, and 140th Street;
33. establishing within an existing R3-2 District a C1-3 District bounded by 28th Avenue, 163rd Street, a line 100 feet northerly of 29th Avenue, 161st Street, a line 100 feet northwesterly of Bayside Lane, and a line 240 feet easterly of 161st Street; and
34. establishing within an existing R4 District a C1-3 District bounded by 25th Avenue, a line 100 feet northeasterly of Francis Lewis Boulevard, 169th Street, a line 100 feet northeasterly of Francis Lewis Boulevard, 28th Avenue, Francis Lewis Boulevard, 26th Avenue, 168th Street, a line midway between 25th Drive and 26th Avenue and its easterly prolongation, a line 100 feet westerly of 168th Street and its northerly prolongation, and Francis Lewis Boulevard;

Borough of Queens, Community Districts 7 & 11 as shown in a diagram (for illustrative purposes only dated January 20, 2009.

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

No. 6

CITYWIDE **N 090282 ZRY**
IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to the creation of an R1-2A Zoning District.

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

Article 1
General Provisions

Chapter 1
Title, Establishment of Controls and Interpretation of Regulations

* * *
11-12
Establishment of Districts

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

Residence Districts

- R1-1 Single-Family Detached Residence District
- R1-2 Single-Family Detached Residence District
- R1-2A Single-Family Detached Residence District

* * *
11-335
Building permits for other construction in R1-2A and R2A Districts

In R1-2A Districts and R2A Districts established on or after December 20, 2006, if a building permit for other construction has been lawfully issued prior to the dates establishing such ~~R2A~~ Districts, such construction may be continued, notwithstanding the provisions of paragraph (a) of Section 11-332 (Extension of period to complete construction), provided that the Department of Buildings determines that all of the requisite structural framing to perform the work authorized under the permit was completed on or before the date establishing the ~~R2A~~ District. If the Commissioner of Buildings determines that such framing was not complete on such date, the provisions of paragraph (a) of Section 11-332 shall apply.

* * *
Article 1
Chapter 2
Construction of Language and Definitions

* * *
12-10
Definitions

* * *
 Floor area

"Floor area" is the sum of the gross areas of the several floors of a #building# or #buildings#, measured from the exterior faces of exterior walls or from the center lines of walls separating two #buildings#. In particular, #floor area# includes:

- (i) floor space used for #accessory# off-street parking spaces provided in any #story# after June 30, 1989:
 - (1) within #detached# or #semi-detached single-# or #two-family residences# in R1-2A, R2A, R2X, R3, R4 or R5 Districts, except that:
 - (i) in R2A Districts, #floor area# within such #residences# shall include only floor space in excess of 300 square feet for one such space; and
 - (ii) in all R1-2A Districts, and in R3, R4A and R4-1 Districts in #lower density growth management areas#, #floor area# within such #residences# shall include only floor space in excess of 300 square feet for one such space and in excess of 500 square feet for two such spaces;

* * *
 (o) any other floor space not specifically excluded.

However, the #floor area# of a #building# shall not include:

- * * *
 (6) floor space used for #accessory# off-street parking spaces provided in any #story#:
 - (i) up to 200 square feet per required space existing on June 30, 1989, within #residential buildings# in R3, R4 or R5 Districts, and up to 300 square feet for one required space in R2A Districts. However, for #detached# or #semi-detached single-# or #two-family residences# in all R1-2A Districts and in R3, R4A and R4-1 Districts within #lower density growth management areas#, #floor area# shall not include up to 300 square feet for one ~~required~~ space and up to 500 square feet for two ~~required~~ spaces;
- * * *
 (8) floor space used for mechanical equipment, except that such exclusion shall not apply in R2A Districts, and in R1-2A, R2X, R3, R4, or R5 Districts, such exclusion shall be limited to 50 square feet for the first #dwelling unit#, an additional 30 square feet for the second #dwelling unit# and an additional 10 square feet for each additional #dwelling unit#. For the purposes of calculating floor space used for mechanical equipment, #building segments# on a single #zoning lot# may be considered to be separate #buildings#;
- (9) except in R1-2A, R2A, R2X, R3, R4 and R5 Districts, the lowest #story# (whether a #basement# or otherwise) of a #residential building#, provided that:
 - (i) such #building# contains not more than two #stories# above such #story#;

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

* * *
23-12
Permitted Obstructions in Open Space

- R1 R2 R3 R4 R5 R6 R7 R8 R9 R10

In the districts indicated, the following shall not be considered obstructions when located in any #open space# required on a #zoning lot#, except that no portion of such #open space# which is also a required #yard# or #rear yard equivalent#, or is needed to satisfy the minimum required area or dimensions of a #court#, may contain any obstructions not permitted in such #yard#, #rear yard equivalent# or #court#:

- * * *
 (e) Parking spaces, off-street, enclosed, #accessory#, not to exceed one space per dwelling unit#, when #accessory# to a #single-family#, #two-family# or three-family #residence#, provided that the total area occupied by a #building# used for such purposes does not exceed 20 percent of the total required #open space# on the #zoning lot#. However, two such spaces for a #single-family residence# may be permitted in #lower density growth management areas# and in R1-2A Districts;

* * *
23-141
Open space and floor area regulations in R1, R2, R3, R4 or R5 Districts

- R1 R2 R3 R4 R5

Except as otherwise provided in paragraph (a) of Section 23-147 (For non-profit residences for the elderly), in the districts indicated, the minimum required #open space# or #open space ratio#, the maximum #lot coverage# and the maximum #floor area ratio# for any #building# on a #zoning lot# shall be as set forth in the following tables:

(a)

District	Minimum Required #Open Space Ratio#	Maximum #Floor Area Ratio#	
R1 * R2*	150.0	0.50	
* <u>R1-2A</u> , R2A and R2X are subject to the provisions of paragraph (b).			
(b)	Maximum #Lot Coverage# (in percent)	Minimum Required #Open Space# (in percent)	Maximum #Floor Area Ratio#
District			
<u>R1-2A</u>	30	70	.50
R2A	30	70	.50
R2X	governed by #yard# requirements		.85
R3-1 R3-2 35		65	.50
R3A R3X	governed by #yard# requirements		.50
R4	45	55	.75
R4A R4-1	governed by #yard# requirements		.75
R4B	55	45	.90
R5	55	45	1.25
R5A	governed by #yard# requirements		1.10
R5B	55	45	1.35
R5D	60*	40*	2.00

* For #corner lots#, the maximum #lot coverage# shall be 80 percent and the minimum required #open space# shall be 20 percent.

In addition, the following rules shall apply:

- * * *
 (4) In all R1-2A Districts and in R3, R4A and R4-1 Districts within #lower density growth management areas#, the permitted #floor area# of a #single-# or #two-family detached# or #semi-detached residence# may be increased by up to 300 square feet for one parking space and up to 500 square feet for two parking spaces provided such spaces are in a garage located, wholly or partly, in the #side lot ribbon# pursuant to Sections 23-12, paragraph (e), 23-441 or 23-442, except that in R1-2A Districts, such parking spaces need not be located in the #side lot ribbon#.

* * *
23-40
YARD REGULATIONS

* * *
23-45
Minimum Required Front Yards

- R1 R2 R3 R4 R5

(a) In the districts indicated, #front yards# shall be provided as set forth in the following table, except that for a #corner lot# in an R1-2 District, one #front yard# may have a depth of 15 feet and, for a #corner lot# in an R3 District, one #front yard# may have a depth of 10 feet.

Front Yard	District
20 feet	R1
20 feet*	R1-2A
15 feet	R2 R2X R3-1 R3-2
15 feet*	R2A
10 feet*	R3A R3X R4-1 R4A R5A
10 feet**	R4 R5
5 feet*	R4B R5B R5D

* Except as provided in paragraphs (b) and (c) of this Section.

** If the depth of a #front yard# exceeds 10 feet or the #zoning lot# is #developed# pursuant to the optional regulations applicable in a #predominantly built-up area#, the depth of a #front yard# shall be at least 18 feet. However, on a #corner lot#, if one #front yard# has a depth of at least 18 feet, the other #front yard# shall have a depth of at least 10 feet.

Furthermore, if an opening to an #accessory# off-street parking space is located within the #street wall# of a #residential building#, there shall be an open area between the opening and the #street line# which is at least 8 and 1/2 feet in width by 18 feet in depth, except this provision shall not apply in R5D Districts.

R2A R3A R3X R4-1 R4A R4B R5A R5B R5D

(b) For the purpose of paragraphs (b) and (c) the area between the #street line# and the front building wall of adjacent #buildings# on the same or adjoining #zoning lots# shall be considered adjacent #front yards#.

Except as provided in paragraph (c) of this Section, in the districts indicated, if adjacent #residential buildings# on the same or on adjoining #zoning lots# fronting on the same #street# have #front yards# greater than the minimum set forth in paragraph (a) of this Section, then a #front yard# shall be provided which:

- (1) in R1-2A, R2A, R3A, R3X, R4A, R4-1 or R5A Districts is at least as deep as an adjacent #front yard#; and
- (2) in R4B, R5B or R5D Districts is no deeper than the deepest adjacent #front yard# and no shallower than the shallowest adjacent #front yard#.

However, a #front yard# need not exceed 20 feet in depth, except that in R1-2A Districts, a #front yard# need not exceed 25 feet in depth.

In determining the depth of the adjacent #front yards#, balconies, and projections from the front building wall that do not exceed 33 percent of the aggregate width of the #building#, shall be disregarded.

For new #developments# or #enlargements#, projections into the required #front yard# are permitted provided that the aggregate width of all projections at the level of any #story# does not exceed 33 percent of the aggregate width of the #building#. The depth of such projections shall not exceed three feet into the #front yard#. However, balconies shall be subject to the provisions of Sections 23-13 (Balconies) and 23-44 (Permitted Obstructions in Required Yards or Rear Yard Equivalents).

* * *

23-631 Height and setback in R1, R2, R3, R4 and R5 Districts

R1 R2

(a) In the districts indicated, except R1-2A, R2A and R2X Districts, the front wall or any other portion of a #building or other structure# shall not penetrate the #sky exposure plane# set forth in the following table:

* * *

R1-2A R2A R2X R3 R4 R4A R4-1 R5A

(b) In the districts indicated, the height and setback of a #building or other structure# shall be as set forth herein except where modified pursuant to paragraphs (h) and (i) of this Section.

For the purposes of this Section, where #base planes# of different elevations apply to different portions of a #building or other structure#, each such portion of the #building# may be considered to be a separate #building#. Furthermore, for the purposes of this Section, #building segments# may be considered to be separate #buildings# and abutting #semi-detached buildings# may be considered to be one #building#.

The perimeter walls of a #building or other structure# are those portions of the outermost walls enclosing the #floor area# within a #building or other structure# at any level and height is measured from the #base plane#. Perimeter walls are subject to setback regulations at a maximum height above the #base plane# of:

- 21 feet R2A R2X R3 R4A
- 25 feet R1-2A R4 R4-1 R5A
- 26 feet* R3 R4A R4-1 within #lower density growth management areas#

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

m5-18

NOTICE IS HEREBY GIVEN THAT RESOLUTIONS Have been adopted by the City Planning Commission scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street New York, New York, on Wednesday, March 18, 2009, commencing at 10:00 A.M.

No. 1 HPD OFFICE SPACE

CD 12 C 090327 PXM
IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services, pursuant to Section 195 of the New York City Charter for the use of property located at 4650 Broadway (Block 2175, Lot 1) (Department of Housing Preservation and Development offices).

No. 2 NYPD OFFICE SPACE

CD 12 C 090328 PXM
IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services, pursuant to Section 195 of the New York City Charter for the use of property located at 4650 Broadway (Block 2175, Lot 1) (New York City Police Department offices).

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

m5-18

CIVILIAN COMPLAINT REVIEW BOARD

MEETING

The Civilian Complaint Review Board's Monthly Public meeting has been scheduled for: Wednesday, March 11th, 2009 at 10:00 A.M. at 40 Rector Street, 2nd Floor.

m4-10

COMMUNITY BOARDS

PUBLIC HEARINGS

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

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 7 - Monday, March 9, 2009 at 7:00 P.M., Union Plaza Care Center, 1st Floor, 33-23 Union Street, Flushing, NY

1038-80-BZ
 31-07/09/11 Downing Street
 Application for an extension of the term of the special permit for an amusement arcade, for an additional one (1) year.

m3-9

BOROUGH OF BRONX

Community Board #3 - Public Hearing on Capital and Expense Budget for FY 2010 will take place on Tuesday, March 10, 2009 at 6:00 P.M. at 1426 Boston Road (E. 170th St.).

m4-10

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

BOROUGH OF THE BRONX

COMMUNITY BOARD NO. 7 - Thursday, March 5, 2009 at 6:30 P.M., Public School 20 - Auditorium, 3050 Webster Avenue, Bronx, NY

A Public Hearing and presentation by the Department of City Planning will take place regarding the Webster Avenue Rezoning Initiative.

f27-m5

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 14 - Thursday, March 5, 2009 at 7:00 P.M., 810 East 16th Street (between Avenue H and Railroad Dead End), Brooklyn, NY

Citywide Statement of Needs for fiscal years 2010 and 2011

Special Permit

An application for a special permit has been filed with the Board of Standards and Appeals (BSA), pursuant to Zoning Resolution of the City of New York, to enlarge a single or two-family detached or semi-detached residence within the designated R2 district.

Variance

An application for a variance has been filed with the Board of Standards and Appeals (BSA), pursuant to Zoning Resolution of the City of New York, in order to permit the construction of a Use Group 3 community facility on the premises.

Variance

An application for a variance has been filed with the Board of Standards and Appeals (BSA), pursuant to Zoning Resolution of the City of New York for a partial waiver of the 15 foot front yard setback requirement on Farragut Road for a new community facility church.

f27-m5

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

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 8 - Thursday, March 5, 2009 at 7:00 P.M., Hillside Manor, 188-11 Hillside Avenue, Jamaica Estates, NY

#N 090013ECQ

Dominican Diner Restaurant Corp., - 71-02 Kissena Boulevard, Queens
IN THE MATTER OF an application from Dominican Diner Restaurant Corp., doing business as, Kissena Diner for review, pursuant to Section 366-a(c) of the New York City Charter, of the grant of a renewal of a revocable consent to operate an enclosed sidewalk cafe with 15 tables and 56 seats at 71-02 Kissena Boulevard on the southwest corner of 71st Avenue.

f27-m5

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

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 7 - Monday, March 9, 2009 at 7:00 P.M., Union Plaza Care Center, 33-23 Union Street, Flushing, NY

C 090319ZMQ

IN THE MATTER OF an application submitted by the New York City Economic Development Corporation, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the zoning map, changing from an M3-1 zoning district to an M1-1 zoning district.

m3-9

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

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 2 - Thursday, March 5, 2009 at 7:00 P.M., Sunnyside Community Services, 43-31 39th Street, 1st Floor, Sunnyside, NY

BSA #173-08-BZ

42-59 Crescent Street
IN THE MATTER OF an application northeast corner of the intersection of Crescent Street and 43rd Avenue, for a 12-story hotel building containing 99 hotel rooms; contrary to bulk regulations.

N 090304ZRQ

City Planning is proposing a special Long Island City mixed-use district zoning text changes to improve the quality of Hunters Point sub-district and the Queens Plaza sub-district.

m2-5

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, March 12, 2009 at 9:30 A.M. to be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor Boardroom, Brooklyn, NY 11201-3751.

m5-11

EQUAL EMPLOYMENT PRACTICES COMMISSION

MEETING

The next meeting of the Equal Employment Practices Commission will be held in the Commission's Conference Room/Library at 40 Rector Street, (14th Floor) on Thursday, March 12, 2009 at 10:00 A.M.

m5-11

FRANCHISE AND CONCESSION REVIEW COMMITTEE

MEETING

PUBLIC NOTICE IS HEREBY GIVEN THAT the Franchise and Concession Review Committee will hold a Public Meeting at 2:30 P.M., on Wednesday, March 11, 2009 at 22 Reade Street, 2nd Floor Conference Room, Borough of Manhattan.

NOTE: Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contracts 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.

m2-11

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, **March 17, 2009**, at 9:30 A.M. in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

BINDING REPORT

BOROUGH OF QUEENS 09-5830 - Block 5917, lot 1-Building 431 - Fort Totten Historic District
A Capehart type twin dwelling built in 1959 by the U.S. Army within a military complex of fortifications originally built in 1862 and altered over time. Application is to install a barrier-free access ramp and generator.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF QUEENS 08-5737 - Block 8106, lot 69-240-35 43rd Avenue - Douglaston Hill Historic District
A neo-Colonial style free-standing house designed by D.S. Hopkins and built in 1900-1901. Application is to legalize the installation of posts and retaining walls without Landmarks Preservation Commission permits.

ADVISORY REPORT

BOROUGH OF MANHATTAN 09-6967 - Block 73, lot 2-South Street, between John Street and Maiden Lane - South Street Seaport Historic District
A street created on landfill circa 1810. Application is to construct a pier, landscape the esplanade, and construct a structure beneath the FDR. Zoned C-2-8.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6475 - Block 179, lot 6-9 Worth Street - Tribeca West Historic District
A utilitarian style store and loft building designed by Joseph Naylor, built 1872, altered by William Graul in 1881. Application is to construct a rooftop addition. Zoned C6-2A.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5978 - Block 515, lot 1-451 West Broadway - SoHo-Cast Iron Historic District
A commercial building designed by James Dubois and built in 1883-1884, with a sixth story added in 1906. Application is to legalize the installation of a flagpole without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5175 - Block 147, lot 13-137 West Broadway - Tribeca South Historic District
An Italianate/Second Empire style store and loft building designed by Alfred E. Dunham and built in 1867. Application is to construct a rooftop bulkhead and a barrier-free access ramp.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5621 - Block 473, lot 14-484 Broadway - SoHo-Cast Iron Historic District
A store building designed by J. B. Snook, built 1879, and altered in 1911. Application is to install a barrier-free access ramp. Zoned M1-5B.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-7107 - Block 642, lot 1-113 Jane Street - American Seamen's Friend Society Sailor's Home-Individual Landmark
A neo-Classical style building designed by William A. Boring and built in 1907-08. Application is to construct rooftop additions. C6-2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6737 - Block 572, lot 10-61 West 8th Street - Greenwich Village Historic District
A rowhouse built in 1839, and altered in late 19th and early 20th centuries. Application is to install storefront infill.

BINDING REPORT

BOROUGH OF MANHATTAN 09-5939 - Block 549, lot 1,2,3,4-Washington Square Park - Greenwich Village Historic District
A public park built in 1826 with subsequent alterations. Application is to construct a stage platform, and alter the pathway.

CERTIFICATE OF APPROPRIATENESS

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

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6236 - Block 849, lot 29-41 East 20th Street - Ladies' Mile Historic District
A stable built in 1849-51 and altered in the Early 20th century Commercial style in 1908 by G.B. Webb. Application is to install storefront infill.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6456 - Block 847, lot 11, 62-881-887 Broadway, aka 115 Fifth Avenue, aka 9-13 East 18th Street - Ladies' Mile Historic District
A Second Empire Commercial style department store building designed by Griffith Thomas and built in 1868-1876. Application is to establish a master plan governing the future installation of storefronts and windows, and to install flagpoles and banners.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6451 - Block 847, lot 1-109-111 Fifth Avenue, aka 3-5 East 18th Street - Ladies' Mile Historic District
A neo-Renaissance style store and office building designed by William Schickel & Co. and built in 1894-95. Application is to install a flagpole and banner and to alter a service entrance.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5923 - Block 827, lot 43-210 Fifth Avenue, aka 1132 Broadway - Madison Square North Historic District
A Beaux Arts style loft and bachelor apartments building designed by John B. Snook & Sons and built in 1901-1902. Application is to construct a rooftop bulkhead.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6827 - Block 859, lot 5-1 East 29th Street - Church of the Transfiguration - Individual Landmark
A Gothic Revival style church building built in 1849-50. Application is to alter the garden landscape.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6052 - Block 1120, lot 38-12-14 West 68th Street - Upper West Side/ Central Park West Historic District
A Queen Anne style house designed by Louis Thouvard in 1895 with attached studio building designed by Edwin C. Georgi and built in 1925. Application is to legalize the construction of an addition to the 1925 studio building, and to legalize the replacement of iron work all without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5281 - Block 1149, lot 29-105 West 77th Street - Upper West Side/Central Park West Historic District
A Renaissance Revival style flats building designed by Thom & Wilson and built in 1892. Application is to legalize the installation of storefront infill without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6424 - Block 1376, lot 65-8 East 62nd Street - Upper East Side Historic District
A Beaux-Arts style residence designed by John H. Duncan and built in 1902-1903. Application is to excavate the rear yard and construct a rear yard addition. Zoned R8B.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-4942 - Block 1405, lot 8-115 East 70th Street - Upper East Side Historic District
A neo-French Classic style residence designed by Patrick J. Murray and built in 1921-22. Application is to legalize the installation of a metal lattice at the roof and entryway light fixtures without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6197 - Block 1390, lot 57-20 East 76th Street - Upper East Side Historic District
A neo-Classical style apartment hotel designed by Schwartz & Gross and built in 1925-26. Application is to install a marquee and awnings.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6808 - Block 1378, lot 115-712 Madison Avenue - Upper East Side Historic District
An Italianate/neo-Grec style residential building designed by Gage Inslee and built in 1871, and altered in 1920 to accommodate storefronts at the first and second floors. Application is to install a new storefront and construct a rear yard addition. Zoned C5-1.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-6626 - Block 1412, lot 1-863 Park Avenue - Upper East Side Historic District
A neo-Renaissance style apartment building designed by Pollard & Steinam and built in 1907-08. Application is to install a barrier-free access ramp.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-5050 - Block 1506, lot 62-16 East 95th Street - Carnegie Hill Historic District
A Renaissance Revival-style rowhouse designed by Henry Andersen and built in 1899. Application is to alter rear facade; construct a rear yard addition, and excavate the rear yard. Zoned R8.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-1030 - Block 2024, lot 18-229 West 138th Street - St. Nicholas Historic District
A neo-Georgian style rowhouse built in 1891-92. Application is to legalize the installation of windows without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 09-4201 - Block 2067, lot 10-469 West 152nd Street - Hamilton Heights/Sugar Hill Northwest Historic District
A Renaissance Revival style apartment house designed by John P. Leo and built in 1895. Application is to legalize the installation of windows without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF THE BRONX 09-5934 - Block 2267, lot 44-295 St. Ann's Avenue - St. Ann's Episcopal Church and Graveyard-Individual Landmark
A Gothic Revival style church built in 1841, and a Gothic style parish hall built in 1916. Application is to construct a new shed building. Zoned R-6.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 09-7055 - Block 253, lot 67-88 Remsen Street, aka 17 Grace Court Alley - Brooklyn Heights Historic District
A Greek Revival style house and carriage house built in 1838. Application is to modify a window opening, construct a stair bulkhead, and install rooftop railings. Zoned R6, LH-1.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 09-6912 - Block 252, lot 28-254 Hicks Street - Brooklyn Heights Historic District
A neo-Gothic style church designed by Richard Upjohn and built in 1847 with a Parish House built in 1931. Application is to construct an addition. Zoned R6.

BINDING REPORT

BOROUGH OF BROOKLYN 09-7066 - Block 2696, lot 1-776 Lorimer Street - McCarren Play Center - Individual Landmark

An Art Moderne style pool complex designed by architect Aymar Embury II, landscape architects Gilmore D. Clarke and Allyn R. Jennings, and civil engineers W. Earle Andres and William H. Latham, and built in 1936. Application is to reconstruct the facades of the bathhouse, comfort stations, and perimeter walls.

ADVISORY REPORT

BOROUGH OF BROOKLYN 09-7019 - Block 999, lot 99-Eastern Parkway, Plaza Street East to Washington Avenue - Eastern Parkway - Scenic Landmark
A Scenic Parkway designed by Frederick Law Olmsted and Calvert Vaux and built in 1870-1874. Application is to reconstruct and alter the parkway from Grand Army Plaza to Washington Avenue.

m4-17

PUBLIC MEETING

NOTICE IS HEREBY GIVEN THAT PURSUANT to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York that on **Tuesday, March 10, 2009**, there will be a Public Meeting of the Landmarks Preservation Commission in the Public Hearing Chamber at 1 Centre Street, 9th Floor North, Borough of Manhattan, City of New York. For information about the Public Meeting agenda, please contact the Public Information Officer at (212) 669-7817.

m5-9

PARKS AND RECREATION

NOTICE

Based on comments received on the Draft Generic Environmental Impact Statement for the Fresh Kills Park project, it was determined by the New York City Department of Parks and Recreation (DPR) that a Supplemental Environmental Impact Statement (SEIS) would be prepared that focuses on the proposed East Park roads for the purposes of providing a targeted and detailed analysis of the proposed East Park roads, as well as for providing an examination of alternatives. Since these segments of the proposed roads require a number of critical discretionary approvals from state and federal agencies, it is intended that the Draft SEIS address the environmental issues and concerns of these agencies through a coordinated environmental review under the direction of DPR.

As part of the SEIS process, a scoping meeting will be held to provide the public and all interested and involved agencies with the opportunity to comment on this "Draft Scope of Work to prepare a DSEIS." That public scoping meeting will be held from 7:00 P.M. to 9:00 P.M. on March 25, 2009 at P.S. 58, located at 77 Marsh Avenue on Staten Island. Subsequent to the scoping meeting, written comments will be accepted by the lead agency through April 25, 2009.

m4-6

SMALL BUSINESS SERVICES

NOTICE

NOTICE IS HEREBY GIVEN THAT THE FOLLOWING NEW YORK CITY EMPIRE ZONES ADMINISTRATIVE BOARD MEETINGS WILL BE HELD IN MANHATTAN, BRONX, BROOKLYN, QUEENS AND STATEN ISLAND AS CITED BELOW:

EMPIRE ZONE ADMINISTRATIVE BOARD MEETINGS
March 10-20, 2009

Zone - Date - Time - Location

Rockaway - Tues., March 10 - 10:00 A.M. – 11:30 A.M. - Queens Borough President's Office, 120-55 Queens Boulevard

South Jamaica - Tues., March 10 - 12:00 P.M. – 1:30 P.M. - Queens Borough President's Office, 120-55 Queens Boulevard

North Shore - Thurs., March 12 - 2:00 P.M. – 3:00 P.M. - S.I. - Workforce 1 Center, 60 Bay Street - S.I., N.Y.

West Shore - Thurs., March 12 - 3:00 P.M. – 4:00 P.M. - S.I. - Workforce 1 Center, 60 Bay Street - S.I., N.Y.

Chinatown/Lower East Side - Wed., March 18 - 12:00 P.M. – 1:30 P.M. - SBS Office – Fordham Room, 110 William Street, 7th Floor

East Harlem - Wed., March 18 - 2:00 P.M. – 3:30 P.M. - SBS Office – Fordham Room, 110 William Street, 7th Floor

Hunts Point - Thurs., March 19 - 10:00 A.M. – 11:30 A.M. - Bronx Workforce 1 Center, 358 East 149th St., 2nd Fl. - Bronx

Port Morris - Thurs., March 19 - 12:00 P.M. – 1:30 P.M. - Bronx Workforce 1 Center, 358 East 149th St., 2nd Fl. - Bronx

Southwest Brooklyn - Friday, March 20 - 9:30 A.M. – 11:00 A.M. - Brooklyn Workforce 1 Center, 9 Bond Street, 5th Fl. - Brooklyn

Brooklyn Navy Yard/North Brooklyn - Friday, March 20 - 11:30 A.M. – 1:00 P.M. - Brooklyn Workforce 1 Center, 9 Bond Street, 5th Fl. - Brooklyn

East Brooklyn - Friday, March 20 - 1:30 P.M. – 3:00 P.M. - Brooklyn Workforce 1 Center, 9 Bond Street, 5th Fl. - Brooklyn

FOR FURTHER INFORMATION CALL:
MR. JARED WALKOWITZ (212) 618-8863
NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES
110 William Street, 7th Floor – New York, NY 10038

☛ m5-9

TRANSPORTATION

■ PUBLIC HEARING

COMMUTER VAN SERVICE AUTHORITY

NOTICE IS HEREBY GIVEN THAT the Department of Transportation is conducting a hearing on the expansion to Brooklyn and Manhattan of a van authority currently authorized in the Borough of Queens and Manhattan. The van company requesting this expansion is: Flushing Van Service, Inc. The address is 401 Broadway, Ste. 802, New York, New York 10013. The applicant currently utilizes 14 vans daily to provide service 18 hours a day.

There will be a public hearing held on Wednesday, March 4, 2009 at the Manhattan Borough President's Office at One Centre Street, 19th Floor South, New York, NY 10007 from 2:00 P.M. - 4:00 P.M. and on Tuesday, March 10, 2009 at the Brooklyn Borough President's Office, 209 Joralemon Street, Community Room, Brooklyn, NY 11201 from 2:00 P.M. - 4:00 P.M. for an opportunity to voice your position on this application. In addition, written comments in support or in opposition to this application may be sent to Ms. Dorothy Szorc at the New York City Department of Transportation, Bureau of Traffic Operations, 40 Worth Street, Room 1035, New York, New York 10013 no later than March 10, 2009. Any written comments received after this date may not be considered. Those opposing the application must clearly specify why the proposed service will not meet present and/or future public convenience and necessity.

☛27-m5

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 40 Worth Street, Room 814 commencing at 2:00 P.M. on Wednesday, March 18, 2009. Interested Parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 40 Worth Street, 9th Floor South, New York, NY 10013, or by calling (212) 442-8040.

#1 In the matter of a proposed revocable consent authorizing Jeremy Lechtzin and Amy B. Klein to construct, maintain and use a stoop on the north sidewalk of Hicks Street, east of Cranberry Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from the Date of Approval by the Mayor to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

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

the maintenance of a security deposit in the sum of \$8,000, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#2 In the matter of a proposed revocable consent authorizing Watchtower Bible and Tract Society of New York, Inc. to continue to maintain and use a tunnel under and across Columbia Heights, south of Orange Street, in the Borough of Brooklyn. The proposed revocable consent is for a term from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$25,278
For the period July 1, 2010 to June 30, 2011 - \$26,014
For the period July 1, 2011 to June 30, 2012 - \$26,750
For the period July 1, 2012 to June 30, 2013 - \$27,486
For the period July 1, 2013 to June 30, 2014 - \$28,222
For the period July 1, 2014 to June 30, 2015 - \$28,958
For the period July 1, 2015 to June 30, 2016 - \$29,694

For the period July 1, 2016 to June 30, 2017 - \$30,430
For the period July 1, 2017 to June 30, 2018 - \$31,166
For the period July 1, 2018 to June 30, 2019 - \$31,902

the maintenance of a security deposit in the sum of \$32,000, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

#3 In the matter of a proposed revocable consent authorizing Watchtower Bible and Tract Society of New York to continue to maintain and use a tunnel under and across Columbia Heights at Pineapple Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$ 9,351
For the period July 1, 2010 to June 30, 2011 - \$ 9,623
For the period July 1, 2011 to June 30, 2012 - \$ 9,895
For the period July 1, 2012 to June 30, 2013 - \$10,167
For the period July 1, 2013 to June 30, 2014 - \$10,439
For the period July 1, 2014 to June 30, 2015 - \$10,711
For the period July 1, 2015 to June 30, 2016 - \$10,983
For the period July 1, 2016 to June 30, 2017 - \$11,255
For the period July 1, 2017 to June 30, 2018 - \$11,527
For the period July 1, 2018 to June 30, 2019 - \$11,799

the maintenance of a security deposit in the sum of \$11,800, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

#4 In the matter of a proposed revocable consent authorizing Watchtower Bible and Tract Society of New York, Inc. to continue to maintain and use a tunnel under and across Orange Street, east of Columbia Heights, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$7,306
For the period July 1, 2010 to June 30, 2011 - \$7,519
For the period July 1, 2011 to June 30, 2012 - \$7,732
For the period July 1, 2012 to June 30, 2013 - \$7,945
For the period July 1, 2013 to June 30, 2014 - \$8,158
For the period July 1, 2014 to June 30, 2015 - \$8,371
For the period July 1, 2015 to June 30, 2016 - \$8,584
For the period July 1, 2016 to June 30, 2017 - \$8,797
For the period July 1, 2017 to June 30, 2018 - \$9,010
For the period July 1, 2018 to June 30, 2019 - \$9,223

the maintenance of a security deposit in the sum of \$10,600, and the filing of an insurance policy in the minimum amount of \$1,250,000/\$5,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

#5 In the matter of a proposed revocable consent authorizing Montefiore Medical Center to maintain and use conduits under and across East 233rd Street, east of Bronx Boulevard, in the Borough of the Bronx. The proposed revocable consent is for a term from July 1, 2008 to June 30, 2018 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2008 to June 30, 2009 - \$3,873
For the period July 1, 2009 to June 30, 2010 - \$3,986
For the period July 1, 2010 to June 30, 2011 - \$4,099
For the period July 1, 2011 to June 30, 2012 - \$4,212
For the period July 1, 2012 to June 30, 2013 - \$4,325
For the period July 1, 2013 to June 30, 2014 - \$4,438
For the period July 1, 2014 to June 30, 2015 - \$4,551
For the period July 1, 2015 to June 30, 2016 - \$4,664
For the period July 1, 2016 to June 30, 2017 - \$4,777
For the period July 1, 2017 to June 30, 2018 - \$4,890

the maintenance of a security deposit in the sum of \$4,900, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

☛26-m17

YOUTH AND COMMUNITY DEVELOPMENT

■ PUBLIC HEARINGS

SHORT NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Wednesday, March 11, 2009, 156 William Street, 2nd Floor Auditorium, Borough of Manhattan, commencing at 10:00 A.M on the following:

IN THE MATTER of 6 proposed contracts between the Department of Youth and Community Development and the Contractor listed below to provide youth and community services citywide. The Contractors' PIN numbers and contract amount is indicated below. The term of the contracts shall be from July 1, 2008 to June 30, 2009; with no option to renew.

Contractor/Address

1. Bergen Basin Community Development Corp.
2303 Bergen Avenue, Brooklyn, NY 11234

PIN# 26009022751G **Amount** \$159,639

2. Community Center of the Rockaway Peninsula, Inc.
257 Beach 17th Street, Far Rockaway, NY 11691

PIN# 26009042321G **Amount** \$178,500

3. Jewish Community Center of Staten Island, Inc.
1466 Manor Road, Staten Island, NY 10314

PIN# 26009052574G **Amount** \$227,000

4. United Jewish Organization of Williamsburg
32 Penn Street, Brooklyn, NY 11211

PIN# 26009022315G **Amount** \$205,000

5. Women's Housing and Economic Development Corporation
50 East 168th Street, Bronx, NY 10452

PIN# 26009018542G **Amount** 275,000

6. The Young Men's & Young Women's Hebrew Association
1395 Lexington Avenue, New York, NY 10128

PIN# 26009032952G **Amount** \$225,000

The proposed contractors are being funded by City Council Discretionary Funds, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules.

Drafts of the contract may be inspected at the Department of Youth and Community Development, Office of the ACCO, 156 William Street, 2nd Floor, New York, NY 10038 on business days between the hours of 9:00 A.M. and 5:00 P.M., from March 5, 2009 to March 11, 2009, excluding weekends and holidays.

Anyone who wishes to speak at this public hearing should request to do so in writing. The written request must be received by the Agency within 5 business days after publication of this notice. Written requests to speak should be sent to Mr. Vincent Perneti, Deputy Agency Chief Contracting Officer, 156 William Street, 2nd Floor, New York, NY 10038, vpnetti@dycd.nyc.gov. If the Department of Youth and Community Development receives no written requests to speak within the prescribed time, the Department reserves the right not to conduct the public hearing.

☛ m5-9



CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ AUCTION

PUBLIC AUCTION SALE NUMBER 09001 - S & T

NOTICE IS HEREBY GIVEN of a bi-weekly public auction of City fleet vehicles consisting of cars, vans, light duty vehicles, trucks, heavy equipment and miscellaneous automotive equipment to be held on Wednesday, April 1, 2009 (SALE NUMBER 09001-T). This auction is held every other Wednesday unless otherwise notified. Viewing is on auction day only from 8:30 A.M. until 9:00 A.M. The auction begins at 9:00 A.M.

NOTE: The auction scheduled for Wednesday, March 18, 2009 (Sale Number 09001-S) has been cancelled.

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

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

Terms and Conditions of Sale can also be viewed at this site. For further information, please call (718) 417-2155 or (718) 625-1313.

☛ m5-a1

■ SALE BY SEALED BID

SALE OF: TWO YEAR CITYWIDE CONTRACT TO REMOVE AND/OR RECEIPT, AS REQUIRED, AND THE COMPLETE DESTRUCTION (OR RECYCLING TO PREVENT ILLICIT USE) OF USED BULLET AND/OR STAB-SLASH RESISTANT VESTS FROM APRIL 1, 2009 TO MARCH 31, 2011.

S.P.#: 09015 **DUE:** March 5, 2009

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

☛20-m5

HOUSING PRESERVATION & DEVELOPMENT

NOTICE

The Department of Housing Preservation and Development ("HPD") of the City of New York (the "City") is issuing a Request for Offers for the purchase of the following vacant City-owned property:

151 East Tremont Avenue,
Bronx, New York
Community Board 5

The building will be sold in its "as is" condition. After the sale, the new owner would be responsible for complying with all applicable building, zoning and other legal requirements. All purchasers would be solely responsible for securing sufficient financial resources to purchase and operate the properties and perform any necessary rehabilitation or repair work. HPD will NOT offer any subsidies or financial incentives related to the sale, or the repair, rehabilitation or redevelopment of this property.

Prospective purchasers may obtain copies of HPD's Request for Offers beginning **Monday, March 16th, 2009 through Friday, April 3rd, 2009 between the hours of 10:00 A.M. and 4:00 P.M. at:** Department of Housing Preservation and Development, 100 Gold Street - Lobby, New York, New York 10038

The Request for Offers is also available on HPD's website at www.nyc.gov/hpd from Monday, March 16th, 2009 through Friday, April 3rd, 2009.

All sales will be subject to applicable governmental approvals.

£27-m6

POLICE

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

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

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

INQUIRIES

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

FOR MOTOR VEHICLES

(All Boroughs):

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

FOR ALL OTHER PROPERTY

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

j1-d31

AUCTION

PUBLIC AUCTION SALE NUMBER 1153

NOTICE IS HEREBY GIVEN of a ONE (1) day public auction of unclaimed salvage vehicles, motorcycles, automobiles, trucks, and vans. Inspection day is March 9, 2009 from 10:00 A.M. - 2:00 P.M.

Salvage vehicles, motorcycles, automobiles, trucks, and vans will be auctioned on March 10, 2009 at approximately 9:30 A.M.

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

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

£25-m10

PROCUREMENT

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

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

ADMINISTRATION FOR CHILDREN'S SERVICES

INTENT TO AWARD

Goods & Services

ANALYTICAL SERVICES – Negotiated Acquisition – Specifications cannot be made sufficiently definite – DUE 03-12-09 AT 5:00 P.M. – PIN# 068-09-NEG-0002 - METIS, INC. PIN# 068-09-NEG-0001 - UNIVERSITY OF CHICAGO

ACS is negotiating with the current contractors (Metis, Inc. and University of Chicago) to continue Analytical Services until the new RFP is released in the Spring 2009.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Administration for Children's Services, 150 William Street, 9th Floor, New York, NY 10038. Albert Lewis (212) 341-3462, albert.lewis@dca.state.ny.us

☛ m5

AUDIT RISK MANAGEMENT SERVICES – Negotiated Acquisition – Specifications cannot be made sufficiently definite - PIN# 068-09-NEX-0001 – DUE 03-12-09 AT 5:00 P.M. – ACS is negotiating with the current contractors (Prutech Solutions, Inc.) to continue Audit Risk Management Services until the new RFP is released in the Spring 2009.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Administration for Children's Services, 150 William Street, 9th Floor, New York, NY 10038. Albert Lewis (212) 341-3462, albert.lewis@dca.state.ny.us

☛ m5

AWARDS

Goods & Services

CHILDREN'S SERVICES – Renewal – PIN# 06808DF00001 – AMT: \$650,000.00 – TO: Consortium for Worker Education, 275 7th Avenue, 20th Floor, New York, NY 10001.

☛ m5

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF FACILITIES MANAGEMENT AND CONSTRUCTION

AWARDS

Construction / Construction Services

FIRE ALARM SYSTEM UPGRADE – Competitive Sealed Bids – PIN# 856080000672 – AMT: \$4,382,417.00 – TO: Barbaro Electric Co., 144 Lodi Street, Hackensack, NJ 07601. Service area is 1 Centre Street, NYC. Contract expires 8/25/10.

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DIVISION OF MUNICIPAL SUPPLY SERVICES

SOLICITATIONS

Goods

GRP: ROLL RITE – Competitive Sealed Bids – PIN# 8570900845 – DUE 04-01-09 AT 10:30 A.M.
● **PLANTERS AND OUTDOOR FURNITURE FOR DOT** – Competitive Sealed Bids – PIN# 8570900825 – DUE 04-01-09 AT 10:30 A.M.

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

Department of Citywide Administrative Services

1 Centre Street, Room 1800, New York, NY 10007.

Jeanette Megna (212) 669-8610.

☛ m5

TRUCK, CONVENTIONAL CAB WITH HOOK LOAD BODY – RE-AD

– Competitive Sealed Bids – PIN# 8570900396 – DUE 04-01-09 AT 10:30 A.M.

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

Department of Citywide Administrative Services

1 Centre Street, Room 1800, New York, NY 10007.

Jeanette Megna (212) 669-8610.

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AWARDS

Goods

FIRE HOSE (RACK) – Competitive Sealed Bids – PIN# 857900200 – AMT: \$254,331.90 – TO: H J Muray and Co., Inc., 66 Reade Street, New York, NY 10007.

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VENDOR LISTS

Goods

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

1. Mix, Biscuit - AB-14-1:92
2. Mix, Bran Muffin - AB-14-2:91
3. Mix, Corn Muffin - AB-14-5:91
4. Mix, Pie Crust - AB-14-9:91
5. Mixes, Cake - AB-14-11:92A
6. Mix, Egg Nog - AB-14-19:93
7. Canned Beef Stew - AB-14-25:97

8. Canned Ham Shanks - AB-14-28:91
9. Canned Corned Beef Hash - AB-14-26:94
10. Canned Boned Chicken - AB-14-27:91
11. Canned Corned Beef - AB-14-30:91
12. Canned Ham, Cured - AB-14-29:91
13. Complete Horse Feed Pellets - AB-15-1:92
14. Canned Soups - AB-14-10:92D
15. Infant Formula, Ready to Feed - AB-16-1:93
16. Spices - AB-14-12:95
17. Soy Sauce - AB-14-03:94
18. Worcestershire Sauce - AB-14-04:94

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

j4-1j17

EQUIPMENT FOR DEPARTMENT OF SANITATION

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

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

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

j4-1j17

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

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

j4-1j17

DESIGN & CONSTRUCTION

CONTRACT SECTION

SOLICITATIONS

Construction / Construction Services

JAMAICA CENTER FOR ARTS AND LEARNING - PHASE 2 - QUEENS

– Competitive Sealed Bids – DUE 04-07-09 AT 2:00 P.M. – PIN# 8502009PV0009C - GENERAL CONSTRUCTION
PIN# 8502009PV0010C - PLUMBING
PIN# 8502009PV0011C - HVAC
PIN# 8502009PV0012C - ELECTRICAL

PROJECT NO.: PV502-N2. Contract documents will not be sold after Friday, March 20, 2009. There will be a mandatory pre-bid walk-thru on Monday, March 23, 2009 at 10:00 A.M. at the Jamaica Center for Arts located at 161-04 Jamaica Avenue, Queens, 11432. Bid documents are available at: <http://www.nyc.gov/buildnyc>

Companies who have been certified by the New York City Department of Small Business Services as Minority- or Women- Owned Business Enterprises ("M/WBE") are strongly encouraged to submit a bid. Also, this bid solicitation includes M/WBE participation goal(s) for subcontracted work. For the M/WBE goals, please visit our website at www.nyc.gov/buildnyc see "Bid Opportunities." To find out more about M/WBE certification, please call 311 or go to www.nyc.gov/getcertified. Vendor Source ID#: 58426.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Bid document deposit - \$35.00 per set. Company check or money order only. No cash accepted. Late bids will not be accepted.
Department of Design and Construction
30-30 Thomson Avenue, 1st Floor, Long Island City, NY 11101. Ben Perrone (718) 391-2614.

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RECONSTRUCTION OF FORT WASHINGTON AVENUE RETAINING WALL BETWEEN WEST 164TH STREET AND WEST 165TH STREET, MANHATTAN

– Competitive Sealed Bids – PIN# 8502008HW0070C – DUE 03-25-09 AT 11:00 A.M. – PROJECT NO.: RWM014. Experience Requirements. Bid documents are available at: <http://www.nyc.gov/buildnyc>. There will be an optional pre-bid conference on Monday, March 16, 2009 at 10:00 at the Dept., of Design and Construction located at 30-30 Thomson Avenue, 1st Floor Bid Room, Long Island City, NY 11101. This bid solicitation includes M/WBE participation goal(s) for subcontracted work. For the M/WBE goals, please visit our website at www.nyc.gov/buildnyc see "Bid Opportunities." For more information about M/WBE certification, please call 311 or go to www.nyc.gov/getcertified. Vendor Source ID#: 58414.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Bid document deposit - \$35.00 per set. Company check or money order only. No cash accepted. Late bids will not be accepted.
Department of Design and Construction
30-30 Thomson Avenue, 1st Floor, Long Island City, NY 11101. Ben Perrone (718) 391-2614.

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GLENDALE YARD DOT

– Competitive Sealed Bids – PIN# 8502009TR0002C – DUE 04-03-09 AT 2:00 P.M. – PROJECT NO.: HWQF2002. Contract documents will not be sold after Thursday, March 19, 2009. There will be a mandatory pre-bid walk-thru on Friday, March 20, 2009 at 10:00 A.M. at the Glendale Yard located at 70-02 Sybilla Street, Queens, NY 11375.

money order equal to 5 percent of the Bid amount or Bid Bond with Penal Sum equal to 10 percent of the Bid amount. "This Procurement is subject to Local Law 129."

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Sanitation, 51 Chambers Street, Room 806, New York, NY 10007. ACCO (917) 237-5357, (917) 237-5358.

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SCHOOL CONSTRUCTION AUTHORITY

SOLICITATIONS

Construction / Construction Services

SCIENCE LAB UPGRADES – Competitive Sealed Bids – PIN# SCA09-12072D-1 – DUE 03-20-09 AT 11:00 A.M. – IS 92/Pathways College Prep HS. Project Range: \$3,240,000.00 to \$3,410,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

m2-6

VIDEO SURVEILLANCE CAMERA – Competitive Sealed Bids – PIN# SCA09-12312D-1 – DUE 03-18-09 AT 11:00 A.M. – Seven (7) Various Schools, Bronx. Project Range: \$1,910,000.00 to \$2,010,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

f27-m5

CONTRACT ADMINISTRATION

SOLICITATIONS

Construction / Construction Services

EXTERIOR MASONRY, PARAPETS, ROOFS – Competitive Sealed Bids – PIN# SCA09-12135D-1 – DUE 03-25-09 AT 2:30 P.M. – JHS 228 (Brooklyn). Project Range: \$2,080,000.00 to \$2,190,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

m5-11

AUDITORIUM UPGRADE – Competitive Sealed Bids – PIN# SCA09-12334D-1 – DUE 03-17-09 AT 10:00 A.M. – PS 214 (Brooklyn). Project Range: \$980,000.00 to \$1,034,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

f27-m5

PAVED AREAS - CONCRETE, GYM UPGRADE – Competitive Sealed Bids – PIN# SCA09-12328D-1 – DUE 03-24-09 AT 10:30 A.M. – PS 138 (Brooklyn) - Paved Areas - Concrete, Gym Upgrade. Project Range: \$2,020,000.00 - \$2,130,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue 1st Floor, Long Island City, NY 11101. Judith Walker (718) 752-5868, jwalker@nycsca.org

m4-10

AUDITORIUM UPGRADE – Competitive Sealed Bids – PIN# SCA09-12189D-1 – DUE 03-18-09 AT 10:00 A.M. – PS 272 (Brooklyn). Project Range: \$1,050,000.00 to \$1,102,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

f27-m5

WINDOWS AND PARAPETS – Competitive Sealed Bids – PIN# SCA09-12280D-1 – DUE 03-25-09 AT 11:00 A.M. – PS 753 (at PS 85) (Brooklyn). Project Range: \$2,620,000.00 to \$2,760,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, Plans Room Window 30-30 Thomson Avenue, Room #1046, Long Island City, NY 11101. Kevantae Idlett (718) 472-8360, kidlett@nycsca.org

m4-10

TRANSPORTATION

INTENT TO AWARD

Goods & Services

PARTS AND MAINTENANCE FOR THE MOLINARI CLASS FERRIES – Sole Source – Available only from a single source - PIN# 84109SISI406 – DUE 03-13-09 AT 3:00 P.M. – The New York City Department of Transportation, Staten Island Ferry Division, intends to enter into a sole source discussions with Ansaldo Sistemi Industriali S.p.A., 20126 Milan-Italy-Viale Sarca, for Labor and Materials Services required to maintain the Molinari Class Ferries. The speed and power controls are highly complex in that they use programming and software specifically developed for the ferries' application. This software and programming controls use similarly complex hardware components. Due to the complexity of the arrangement, there is a need to have a contractual relationship with the developer of the propulsion system and the manufacturer of the equipment. Ansaldo Sistemi Industriali is the only qualified entity to provide these goods/services. Any firm which believes that it can also provide this requirement is invited to so indicate by letter to: Vincent Pullo, Agency Chief Contracting Officer, 40 Worth Street, Rm. 1228, NY, NY 10013, or email vpullo@dot.nyc.gov

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Transportation, 40 Worth Street, Room 1228 NY, NY 10013. Vincent Pullo, Agency Chief Contracting Officer, (212) 839-2117, vpullo@dot.nyc.gov

f27-m5

AGENCY PUBLIC HEARINGS ON CONTRACT AWARDS

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

PARKS AND RECREATION

PUBLIC HEARINGS

CANCELLATION OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, March 5, 2009, in Spector Hall, 22 Reade Street, Main Floor, Borough of Manhattan, commencing at 10:00 A.M. on the following:

IN THE MATTER of a proposed contract between the City of New York Parks & Recreation (Parks) and Asphalt Green, Inc., 555 East 90th Street, New York, NY 10128, to provide services for the Waterproofing Program and the Recess Enhancement Program. The contract amount shall be \$210,000.00. The contract term shall be from July 1, 2008 to June 30, 2009. PIN#: 846CCA09003.

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

A draft copy of the proposed contract is available for public inspection at Parks - A0rsenal West, Purchasing & Accounting, 3rd Floor, 24 West 61st Street, New York, NY 10023, from February 20, 2009 to March 5, 2009, excluding Weekends and Holidays, from 9:00 A.M. to 5:00 P.M.

Anyone who wishes to speak at this public hearing should request to do so in writing. The written request must be received by Parks within 5 business days after publication of this notice. Written requests should be sent to Brett Meaney, Deputy Director of Contracts, 3rd Floor, 24 West 61st Street, New York, NY 10023, or brett.meaney@parks.nyc.gov. If Parks receives no written requests to speak within the

prescribed time, Parks reserves the right not to conduct the public hearing. In such case, a notice will be published in The City Record canceling the public hearing.

m2-5

AGENCY RULES

CONSUMER AFFAIRS

NOTICE

NOTICE OF PUBLIC HEARING AND OPPORTUNITY TO COMMENT

Notice of Public Hearing and Opportunity to Comment on Proposed Amendments to Rule Regarding the Requirements and Obligations of Auctioneer Licensees.

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN THE Commissioner of the Department of Consumer Affairs by Section 20-104 (b) of Chapter 1, Title 20 of the Administrative Code of the City of New York and in accordance with the requirements of Section 1043 of the New York City Charter that the Department intends to amend an existing rule regarding the requirements and obligations of auctioneer licensees.

Written comments regarding this amendment may be sent to the office of Andrew Eiler, Director of Legislative Affairs, Department of Consumer Affairs, 42 Broadway, 8th floor, New York, N.Y. 10004 on or before April 13, 2009. A public Hearing shall be held on April 13, 2009 at 10:00 A.M., 66 John Street, 11th floor hearing room, New York, N.Y. 10038. Persons seeking to testify are requested to notify the Office of the Commissioner at the foregoing address. Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be provided are asked to notify the Office of the Commissioner at the foregoing address by April 1, 2009. Written comments and a summary of oral comments received at the hearing will be available for public inspection, within a reasonable time after receipt, between the hours of 9:00 A.M. and 5:00 P.M. at the office of Andrew Eiler, Director of Legislative Affairs, Department of Consumer Affairs, 42 Broadway, 8th floor, New York, N.Y. 10004.

The proposed amendment to the Rule was not included in the Regulatory Agenda because at the time the Regulatory Agenda was prepared, the petition requesting the amendment to the rule had not been filed with the Department.

Material proposed to be deleted is shown below in brackets and material proposed to be added is underlined.

RULE

Section 1. Subdivision (l) of section 2-122 of Chapter 2, Title 6 of the Rules of the City of New York is hereby amended to read as follows:

(l) The following newspapers published in the City of New York are hereby designated as newspapers in which auctioneers shall advertise as required by §§20-282 and 20-283 of the Administrative Code:

New York Times
[New York Journal of Commerce]
New York Post
[New York Daily Fruit Reporter]
Newsday
Staten Island Advance
New York Daily News
New York Law Journal
American Banker
[Action]
[Il Progresso]
China Post]
China Times
[Chinese Journal]
France-Amerique
[Aufbau]
National Herald
Novoye Russkoye Slovo
El Diario
[El Mirador]
Svoboda
Jewish Daily Forward
[Barbininkas]
The New York Observer
Crain's New York Business
The Village Voice
New York Press
The Wall Street Journal
am New York
Metro New York
Hamodia
Ming Pao Daily News
Daily Challenge
Korea Central Daily News
The Segye Times
Sing Tao Daily
Korea Times New York Edition
China Press
The Liberty Times U.S.A.
The Brooklyn Daily Eagle & Daily Bulletin

Statement of Basis and Purpose. Section 20-104 (a) of the New York City Administrative Code confers on the Commissioner cognizance and control over all licenses issued under Chapter 2 of such Code, which includes auctioneers who are required to be licensed pursuant to subchapter 13 of such chapter. Section 20-104 (b) confers on the Commissioner the power to promulgate, amend or rescind rules necessary to carry out the powers and duties of the Department. Those powers include the authority to promulgate a rule that identifies the public newspapers printed in New York City in which the auctioneers are required by §20-282 to advertise auctions and are required by §20-283 to advertise night auctions.

The list of newspapers in which auctioneers can publish such advertisements that is included in subdivision (l) of section 2-122 of Chapter 2 of Title 6 of the Rules of the City of New York has become outdated since more than 33 percent of the listed newspapers have ceased publication.

The proposed amendments to such subdivision would update the list by deleting newspapers that have ceased publication and by adding public newspapers in New York City with circulations that are sufficient to alert an adequately large segment of the public to the holding of the advertised auction.

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LABOR RELATIONS

NOTICE

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: JAMES F. HANLEY, COMMISSIONER

SUBJECT: EXECUTED CONTRACT: SCHOOL CUSTODIAN ENGINEERS

TERM: APRIL 24, 2002 - DECEMBER 31, 2007

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Board of Education on behalf of the City of New York and Local 891, I.U.O.E., AFL-CIO on behalf of the incumbents of positions in said contract.

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

COLLECTIVE BARGAINING AGREEMENT

between

The City of New York and

The Board of Education

of the

City School District of the City of New York

and

INTERNATIONAL UNION

OF OPERATING ENGINEERS

AFL-CIO (LOCAL 891)

April 24, 2002 - December 31, 2007

TABLE OF CONTENTS

ARTICLE

	AGREEMENT
I	DEFINITIONS
II	CUSTODIAL ALLOWANCES & LIMITATIONS
III	CONTROLS
IV	RATING & TRANSFERS
V	HOURS
VI	CAFETERIAS, LUNCHROOMS & OTHER FOOD-EATING AREAS
VII	PENSIONS
VIII	VACATIONS
IX	CUSTODIAL EMPLOYEES
X	NO-STRIKE CLAUSE
XI	WELFARE BENEFITS
XII	EQUITY FUND AND ADDITIONS TO GROSS
XIII	HEALTH AND STABILIZATION FUND
XIV	LEGAL REPRESENTATION, INDEMNIFICATION AND CLAIMS
XV	FAIR PRACTICES
XVI	POLICY
XVII	COMPLAINTS AND GRIEVANCES
XVIII	PAYMENT OF DEATH BENEFIT FOR CUSTODIAN ENGINEER WHO DIES FROM INJURY INCURRED IN THE COURSE OF EMPLOYMENT

TABLE OF CONTENTS

ARTICLE

XIX	PAYMENT OF DECEASED CUSTODIAN
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XX	ENGINEER'S ANNUAL LEAVE TIME DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY
XXI	TERMINAL LEAVE
XXII	PERSONNEL FOLDERS
XXIII	IDENTIFICATION CARDS
XXIV	INFORMATION ON LEAVE CREDIT
XXV	POLICY OF EXTENDED ABSENCE BECAUSE OF ILLNESS OR INJURY
XXVI	COMPENSATION FOR CUSTODIAN ENGINEER ON ASSIGNMENT OR TERMINAL LEAVE
XXVII	WAIVER AND SAVINGS CLAUSE
XXVIII	NOTICE - LEGISLATIVE ACTION
XXIX	UNUSED SPACE
XXX	MERGERS
XXXI	TEMPORARY CARE
XXXII	AGENCY SHOP
XXXIII	WORKERS' COMPENSATION COVERAGE FOR INJURIES INCURRED DURING WORK RELATED TRAVEL
XXXIV	RESPONSE TO INTRUSION ALARMS
XXXV	FIRE SAFETY DIRECTORS

TABLE OF CONTENTS

ARTICLE

XXXVI	ENVIRONMENTAL LABOR-MANAGEMENT COMMITTEE
XXXVII	PROHIBITION OF FURTHER ECONOMIC DEMANDS
XXXVIII	DURATION SIDE LETTERS

AGREEMENT between THE CITY OF NEW YORK, BOARD OF EDUCATION OF THE CITY OF NEW YORK (hereinafter referred to as the "Department") and LOCAL 891 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO (hereinafter referred to as "LOCAL 891"), representing the School Custodian Engineers Levels I and II (hereinafter called "Custodian Engineers"), except where referred specifically to as Custodian Engineer Level I or Custodian Engineer Level II.

WHEREAS, the Department has voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Department, are permitted by law and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, Local 891 represents a majority of the Custodian Engineers as evidenced by the fact that a majority of the Custodian Engineers serving the Department have submitted to the Department, pursuant to the Department of Education Resolution of July 27, 1961 authorizations for the check-off of their membership dues to Local 891; and

WHEREAS, the Department is charged with, among other things, the custodial care of all public schools and buildings and grounds under its control in the City of New York and in furtherance of the governmental function of education in the City of New York; and

WHEREAS, the Department has heretofore established a system of custodial operation (hereinafter called the "indirect system") wherein the Custodian Engineers hire various custodial employees to assist them in the performance of the custodial services required by the Department to be performed, as set forth in a set of Rules and Regulations for the Custodial Force, as are now in force or may be hereafter promulgated, or as may hereafter be revised in accordance with the established policy procedures, pursuant to the terms and provisions of this Agreement, and other official directives of the Department, and receive in payment for such required services a certain prescribed custodial compensation allowance for regular day school services, and certain additional prescribed custodial compensation allowances for extra services required to be performed in connection with any authorized extra activities conducted on school premises by the Department, or by others with the permission of the said Department; and

WHEREAS, under said indirect system, the sum remaining unexpended after payment of the wages of such custodial employees at rates not less than the minimum prescribed by the Department, and the ordinary and necessary expenses paid or incurred in connection with the custodial maintenance and care of their respective schools, buildings and grounds, and other properties of the Department, constitutes the total net earnings of such Custodian Engineers, subject to limitations and controls hereinafter set forth; and

WHEREAS, the Department of Education has duly adopted basic schedules of custodial compensation for regular day school allowances and basic schedules of custodial compensation for extra activities; and

WHEREAS, such basic schedules, with the revisions and amendments thereto, were in force and effect on April 23, 2002; and it is the intent and the agreement of the parties hereto that all additional wage increases, if any, that may hereinafter be granted by the Department to such custodial employees shall be incorporated in and made a part of such basic schedules of custodial compensation; and

WHEREAS, it is the mutual desire and purpose of the parties hereto to provide a clean and wholesome atmosphere conducive to the best education of the school children of the City of New York; and

WHEREAS, it is the mutual intention and purpose of the parties hereto to enter into an Agreement, prescribing the working conditions and limitations of net earnings of the

Custodian Engineers, together with certain controls with respect thereto; and

WHEREAS, the parties hereto have agreed to economic terms which are recorded herein effective April 24, 2002; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and in conformity with the provisions of certain Resolutions adopted by the Department and duly ratified by Local 891 at a duly constituted meeting it is agreed as follows:

ARTICLE I
DEFINITIONS

The following terms, whenever used in this Agreement, shall have the respective meaning hereinafter set forth:

1. "Year" shall mean the calendar year of January 1 through December 31, of each year.
2. "Executive Director" shall mean the Executive Director of School Facilities or his/her designated staff representatives. "Regional Facilities Manager" shall mean Regional Facilities Manager of School Custodian Engineers and "Deputy Facilities Manager" shall mean Deputy Facilities Manager of Custodian Engineers.
3. "Day School Services" shall mean: Those custodial services required to keep school buildings open, clean, heated and operating for the current normal day school sessions on school days, Monday through Friday as now provided in the Rules and Regulations adopted in accordance with the Bylaws of the Department of Education as amended or as may be hereafter amended as a result of recommendations of the committee established pursuant to Article XVI of this Agreement adopted by the Department of Education. Included are such services as are required prior to day school sessions in order to have the school buildings heated, cleaned and otherwise ready for use at the time of such day school sessions and such further cleaning and other services as are required as a result of day school sessions.
4. "Extra Activities" shall mean those activities specifically authorized by the Department of Education, but not included in the definition of "day school services" defined in "3" of this Article.
5. "Gross Income from Day School Services" shall mean those sums paid or payable to Custodian Engineers for regular day school services in accordance with the schedule of custodial compensation for regular day school services as adopted by the Department and in effect on April 24, 2002, as amended or as may hereinafter be amended. Said schedule, as amended, shall be contained in Appendix "A" of this Agreement and made part of this Agreement.
6. "Gross Income from Extra Activities" shall mean those sums paid or payable to Custodian Engineers for extra activities in accordance with the schedule of Custodial Compensation for duly authorized extra activities as adopted by the Department and in effect on December 31, 1983, as amended or as may hereinafter be amended. Said schedule as amended shall be contained in Appendix "A" of this Agreement and made part of this Agreement.
7. "Pension Salary" shall mean the salary established only for pension purposes as contained in Appendix "C" annexed hereto, made a part hereof and entitled "Pension Salaries for Pension Purposes Only."
8. Whenever the word "required" or "requirements" shall appear in relation to the performance of custodial duties such word shall be reasonably interpreted by the Executive Director of the Division of School Facilities or his/her staff designee as to the requirements of cleanliness, heating and other services in accordance with the Rules and Regulations of the Custodial Force and other official directives of the Department relating to custodial functions presently in existence or to be promulgated in the future.
9. The Custodial Factor of Custodial Allowance for Day School Services" (hereinafter called "Custodial Factor") shall mean those sums set forth in Appendix "B" annexed hereto and made a part hereof, under the heading of "Custodial Factor of Custodial Allowance for Day School Services. "It is neither a minimum nor a maximum amount for the Custodian Engineer's services but rather a managerial component placed in the schedule in addition to the labor allowances to make a complete estimate to arrive at a floor area allowance for day school services.
10. "Annual Net Retained Earnings" shall mean the sum of all amounts received by Custodian Engineers in each school assignment as gross income from day school services and extra activities, less wages paid to assistants employed by them pursuant to the requirements for the proper custodial care of the Department's buildings and grounds, and less reasonable and necessary expenses and expenditures incurred by them in the performance of such required services.
11. "Chancellor" shall mean the Chancellor of the City School District.
12. "Department of Education" shall mean the City Department of Education.

ARTICLE II
CUSTODIAL ALLOWANCES AND LIMITATIONS

1. Custodial Allowances for Day School Services
The schedule of custodial allowances for regular day school services in effect on April 23, 2002, shall be modified as follows:
 - A) The schedule of custodial allowance for regular day

school services in effect on April 23, 2002 shall be increased effective April 24, 2003, and as necessary during the term of this Agreement so that the custodial factor of the custodial allowance for day school services shall be at least \$200 more than the fireman's annual wage, exclusive of payments to fireman's pension and welfare funds.

The schedules for the Custodial Factor (Appendix "B") shall be increased by the same dollar amount as the increase in the Maximum Permissible Retainage for Day School Services (Appendix "C").

B) The salary schedule for newly hired Custodian Engineers shall continue. It shall provide a starting rate of 70% of the regular rate; 75% after one year; 80% after two years; 85% after three years, 90% after four years; and 100% after five years. Effective June 1, 2008, the salary schedule shall provide a starting rate of 70% of the regular rate; 75% after one year; 80% after two years; and 100% after three years. Civil service rules about break in service shall apply to this paragraph.

C) General Wage Increase

i) Effective date and percentage increases:

a. Effective on April 24, 2003, Custodian Engineers shall receive a general wage increase of 3.0 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement.

b. Effective on April 24, 2004, Custodian Engineers shall receive an additional wage increase of 1.136 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement.

c. Effective on April 24, 2005, Custodian Engineers shall receive an additional wage increase of 3.15 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement.

d. Effective on April 24, 2006, Custodian Engineers shall receive an additional wage increase of 2.0 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement

e. Effective on April 24, 2007, Custodian Engineers shall receive an additional wage increase of 5.0 percent which shall be subject to deferral and distributed pursuant to the terms of Article IV, Section 2, of this Agreement.

ii) The increases provided for in subsection C), part i) above shall be calculated as follows:

a. The general increase in part i)- a. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the 2000-2002 Consolidated Collective Bargaining Agreement.

b. The general increase in part i)- b. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 23, 2004.

c. The general increase in part i)- c. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 23, 2005.

d. The general increase in part i)- d. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 23, 2006.

e. The general increase in part i)- e. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 23, 2007.

f. Notwithstanding the provisions set forth in parts i) a. through i) e. the appointment rate for any Custodian Engineer newly hired on or after the date of execution of this Agreement shall be the frozen minimum rate which was in effect for the applicable title on April 23, 2002, subject to adjustment by application of the general increases set forth in subsection C), part i) above. Upon completion of one year of service, any Custodian Engineer hired on or after the first date of execution of this Agreement, shall be paid the indicated minimum for the applicable title in effect on the one year anniversary of such employee's original date of appointment to the title. Effective June 1, 2008, newly hired Custodian Engineers shall not be subject to the frozen minimum rate.

D) Additional Compensation Fund/Annuity Fund

The additional compensation fund made available in the 1995 Municipal Coalition Memorandum of Economic Agreement shall be utilized to create a \$1,263 per employee per year annuity, effective December 1, 1999. Contributions shall be made to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties.

There shall be additional contributions made to the existing fund in the amount of \$1,093 per employee per year annuity, effective March 31, 2002.

There shall be additional contributions made to the existing fund in the amount of \$549 per employee per year annuity, effective June 1, 2008.

2. Maximum Permissible Retainage

Effective April 24, 2003, the Maximum Permissible Retainage (MPR) for custodial compensation shall not exceed \$95,167. "Maximum Permissible Retainage" shall mean the maximum amount of compensation that a Custodian Engineer may earn for each custodial assignment in a calendar year. Effective April 24, 2004, the MPR for custodial compensation shall not exceed \$96,248. Effective April 24, 2005, the MPR for custodial compensation shall not exceed

\$99,280. Effective April 24, 2006, the MPR for custodial compensation shall not exceed \$101,266. Effective April 24, 2007, the MPR for custodial compensation shall not exceed \$106,329.

i) Custodian Engineers employed in buildings of 247,000 square feet or above, as of November 1, 1994, who receive an outstanding performance rating of an average of 4.00 on a 1-5 scale, shall be exempt from the MPR limit described in the paragraph above. The guidelines for this rating shall be the same as set forth in Article IV, Section 2 of this Agreement. The exception is designed to be applied on a case-to-case basis. This group shall also be entitled, subject to any applicable Department Regulations, to transfer to a school of equal or greater size without any reduction in their retainage.

Any Custodian Engineer who transfers to a school of over 247,000 sq. ft. after December 31, 1995 shall be eligible to be exempt from the MPR after a new and separate evaluation period where he must receive an overall average rating of 4.00. Such determination shall be made by the City and the Department of Education on a case by case basis.

ii) Custodian Engineers employed in buildings between 202,000 square feet or above to a building under 247,000 square feet who receive a performance level of an average of 3.00 on a 1-5 scale shall receive any rate increase to which they are entitled under this contract up to and including January 1, 2000. On January 1, 2000, their maximum permissive retainage shall revert to the applicable maximum permissive retainages described above.

iii) Effective November 1, 1994, payments to Custodian Engineers for serving as Fire Safety Directors in administrative office buildings will not be affected by the Maximum Permissible Retainage.

4. Method of Payment

The payment prescribed by the schedule of custodial compensation for day school services shall be paid on a bi-weekly basis. Such payment periods shall be adjusted at the beginning and end of each calendar year so as to pay the annual day school allowance within the calendar year.

The fee payments due to Custodian Engineers for extra activity services, less deductions for taxes and such other legally required deductions, shall be paid within twenty-eight (28) days after the end of the period in which such services were provided.

All retroactive payments for employee wage increases or other benefits granted by the Department shall be paid on an hour for hour basis.

All reimbursement payments for emergency services, additional vacation days for employees, sick leave for employees and others of similar nature shall be paid within twenty-eight (28) days after reimbursement claim forms have been submitted by the Custodian Engineer.

The Department shall make every reasonable effort to promptly transmit to Custodian Engineers the payments described in this Article.

ARTICLE III
CONTROLS

1. Administration of Controls

It shall be the responsibility of both parties to administer the controls herein set forth with respect to miscellaneous expenditures. Nothing in this Agreement takes away from the Department or its authorized agents the authority to disallow items of miscellaneous expenditures which are unreasonable or unnecessary, nor from the Custodian Engineer or the Union on his behalf the privilege of filing a grievance and obtaining a determination thereon. Local 891 agrees that it shall cooperate in assuring that the letter, spirit and intent of the controls and limitations in this Agreement are effectively implemented.

2. Audit and Correction of Custodial Compensation Report

Each Custodian Engineer shall submit Custodial Compensation Reports (a copy of the form currently to be used is appended hereto) covering the full calendar year. Such reports shall be filed as directed during the year with the Administrator of Financial Operations, and the Director of the Bureau of Plant Operation Services. The report will be reviewed and audited by the appropriate Bureau of the Department, and each Custodian Engineer shall be notified of any corrections made in his reports. Custodian Engineers must submit both copies of the P.O. 1 to the Custodial Payroll Unit. The Custodial Payroll Unit will then forward the Borough Office copy to the respective Deputy Regional Facilities Manager.

3. Miscellaneous Expenditures

In addition to the usual and constant expenses required in the indirect system of custodial operation, viz., employee wages, compensation insurance, liability insurance premium payments not exceeding seventy-five dollars (\$75) except where snow removal equipment as purchased pursuant to specific approval in advance by the Chancellor or his/her designee (as described in section 5 (b) below) in which case 5/12ths of the liability insurance premium payments to conform to Department requirements shall be allowed, contract services for window cleaning, snow removal, landscaping services or other contract services which are reasonable and necessary and within the scope of custodial requirements (and if not disapproved by the Executive Director of the Division of School Facilities), other expenditures, which are reasonable and necessary to the operation and maintenance of the school, will be allowed as proper if substantiated by bills, vouchers, sales slips and other pertinent data which will be available and subject to audit. Expenditures of fifty dollars (\$50) or more shall be substantiated by cancelled checks in addition to bills, vouchers, sales slips, etc. Such miscellaneous expenditures

shall not exceed three (3%) percent of the combined annual gross allowance for day school and extra activity services in each school assignment (unless prior written approval therefore shall be given by the Executive Director of the Division of School Facilities or designee) and such miscellaneous expenditures shall be subject to disallowance within the limitation of the aforementioned three (3%) percent only by the Executive Director of the Division of School Facilities or his/her representative after consultation between Local 891 and the Executive Director of the Division of School Facilities or his/her representative. Requests to exceed the 3% limitation shall be sent directly to the respective Regional Facilities Manager.

Custodian Engineers must itemize each purchase listed on a P.O. #2 Form as to quantity, vendor, and purchase check number. Copies of all pertinent receipts must be attached to each form when submitted.

4. Miscellaneous Expenditures (Capital Equipment)
Capital equipment which shall consist of durable items having an anticipated useful life of not less than three (3) years and a purchase price in excess of \$1,500 shall be allowed as provided in paragraph "3" above. The same may be purchased by the Custodian Engineer within the established limit of three (3 %) percent as provided in paragraph "3".

All equipment shall be written off at the time of purchase at full value so that financing of equipment purchases, as a means of deferring a charge for the full value or otherwise, shall not be permitted.

5. Miscellaneous Expenditures (Capital Equipment: Snow Removal Equipment and Similar Motor Equipment)

Miscellaneous expenditures for capital equipment in the category of snow removal equipment with special accessories or motive modifications for snow removal and/or grounds-keeping services shall be allowed as provided in paragraph "3" above and on the following further conditions:

(a) The same may be purchased by the Custodian Engineer within the established limit of three (3 %) percent as provided in paragraph "3".

(b) Where the equipment is powered by an engine of 30 hp or more, and is capable of uses other than snow removal, 5/12ths of the basic cost of such equipment up to a maximum of \$7,000 shall be accepted as an allowable expense, subject to specific approval in advance of the purchase from the Chancellor or his/her designee. The Chancellor shall exercise his/her discretion in making his/her decision and there shall be no appeal from that decision. In order to request approval for this type of vehicle, the Custodian Engineer's physical plant must have a minimum of 30,000 square footage of accessible paved area.

(c) The full cost of the reasonable and necessary accessories to and special modifications of such snow removal equipment for school use shall be accepted as an allowable cost.

(d) The figures shall be adjusted at the expiration of this Agreement to reflect changes, if any, in prices of such snow removal equipment.

6. Purchases made by Custodian Engineers

(a) All purchases made by Custodian Engineers shall be made in accordance with the requirements set forth below:

i) All single purchases totaling over \$250 must be made as follows:

1) A Department of Education approved contract vendor.

2) If available at a lower price than #1, a vendor on the approved vendor list from NYC DCAS, or its successor agency, for products, items or services approved for purchase.

3) Where the product, item or service is available at a lower price than that offered by the sources above, from another vendor with pre-approval in writing by the respective Director of Facilities.

4) Any product, item or service that is not available through #1 shall be procured according to the SOPM or Department of Education policies.

ii) The combined yearly purchase total from any single vendor not holding a contract as described in subdivision (i) above cannot exceed the amount of \$2500.

iii) Any other purchases made outside the guidelines described above shall require written preauthorization from the respective Director of Facilities or his/her designee. A copy of the authorization shall be attached to the PO-2 when submitted. Such authorization should include the item, vendor and purchase price. This authorization will supersede and replace all requirements outlined in Section 6a, i) above for audit purposes.

(b) All equipment purchased during the course of employment shall belong to the Department of Education. All such equipment shall be returned to the Department of Education upon the termination of employment.

7. Inventory

Inventories of all items (except items which are consumables), costing more than \$250, purchased during the year since January 1, 1992, must be completed on an annual basis. Custodian Engineers must submit their inventory reports to their respective Director of Facilities. Inventory forms will be supplied by the Department of Education.

8. Procedure for Review of Exceptions and Disallowances

(a) The procedure for review of exceptions to miscellaneous expenditures shall be as follows:

(i) The Custodian Engineer shall forward the report to the Regional Facilities Manager's office promptly within 10 business days of the date directed.

(ii) The Deputy Regional Facilities Manager shall review the expenses on such report. Any expenses that are deemed unreasonable or unnecessary will be reported to the Custodian Engineer on an Exception Report.

(iii) Upon receipt of the notice of an exception, the Custodian Engineer shall have thirty (30) calendar days to file a grievance claiming that the exception was improper. The Custodian Engineer shall deliver his/her grievance by certified mail or facsimile to the office of the Executive Director of School Facilities. The postmark or facsimile mark shall not be later than the thirtieth calendar day after the day the Custodian Engineer receives notice of the exception or the grievance shall be deemed untimely. Local 891 may file a grievance on behalf of a Custodian Engineer as provided above. The grievance must specify which individual exception is being grieved and must include a brief statement setting forth the basis for the grievance. Any exception that is not timely grieved shall be deemed acceptance of the exception as proper.

(iv) The grievance shall be heard by the Executive Director or his/her designee within the Department. The Executive Director/designee will establish two (2) hearing dates a month with at least two months' notice to the union. The Executive Director/designee may combine multiple grievances filed by or on behalf of a single Custodian Engineer. Each grievance shall be scheduled by the Executive Director/designee at the next hearing date falling at least three business days after the filing of the grievance. The time limits under this section 6 may be extended in any specific instance by mutual agreement.

(v) The Executive Director/designee shall notify the affected Custodian Engineer and Local 891 of his or her decision in writing within ten (10) working days of the hearing.

(vi) If a grievance is denied, either Local 891 or the Custodian Engineer may appeal the denial to the Exceptions Arbitrator by filing a notice of appeal within fifteen calendar days of receipt by the Custodian Engineer of the decision. Failure to communicate the decision of the Executive Director/designee on a grievance within the specified time limit shall permit the aggrieved to proceed to the next level. The notice shall set forth a brief description of the reason for the appeal.

(vii) The Department and Local 891 shall jointly select a neutral to act as Exceptions Arbitrator for determination of appeals of all decisions of the Executive Director/designee on exception grievances. The parties intend to select an individual with substantial facilities management experience to act as the Exceptions Arbitrator. If the parties cannot agree on such a person within thirty days of the date of this collective bargaining agreement, either party may apply to the New York City Office of Collective Bargaining ("OCB") for the appointment of an arbitrator. OCB shall use a list selection procedure to determine the neutral to be appointed. OCB shall attempt to supply not less than twenty appropriate names on a strike list to be used to select the impartial Exceptions Arbitrator. The Exceptions Arbitrator shall be appointed for a one year term unless his/her term is extended by agreement of the parties. At any time that the post of Exceptions Arbitrator is vacant or is about to become vacant and no replacement has been agreed to by the parties, either party may apply to OCB for the appointment of an arbitrator as per the forgoing procedure.

(viii) The Exceptions Arbitrator shall be available to hear appeals on at least one set day per month. The Exceptions Arbitrator shall hear as many pending appeals as possible on each hearing day. In the event that one day is not sufficient to hear all the cases pending for that month, the arbitrator shall provide as many additional dates as is necessary in the following month. The Exceptions Arbitrator shall render a decision in writing within seven days of the close of the hearing of a case. The decision shall be brief but contain no opinion, unless the arbitrator deems one is appropriate and shall not be considered precedent for other cases. The parties may mutually agree to direct the arbitrator to issue a precedential decision and opinion at any time prior to the issuance of the award. It is the intent of the parties that the hearings be held expeditiously and generally without lawyers, provided, however, that in appropriate cases either party may have a lawyer present a case with advance notice to the other side of at least one week. The decision of the Exceptions Arbitrator shall be final and binding on the Department, Local 891 and the Custodian Engineer. Arbitral fees shall be shared equally by the Department and Local 891. The authority of the Exceptions Arbitrator will be restricted in the same manner as set forth in Article XVII (3) (B) (i) - (iii) of the CBA.

(ix) Backlog – in order to eliminate any existing backlog of pending exceptions, the Exceptions Arbitrator shall hear those exceptions that arose prior to the establishment of this agreement on exceptions arbitration procedure that are submitted by either or both parties. He/she shall establish a separate hearing day once each month for the sole purpose of hearing such backlog exceptions. Within 90 days of the date of this agreement, Local 891 and the Department shall jointly prepare a list of such outstanding exceptions and submit them in date order, oldest first (to the extent possible), to the Exceptions Arbitrator. The parties may, by mutual agreement, extend the period for preparation of the list of backlog exceptions by an additional ninety (90) days. The Exceptions Arbitrator shall then schedule the cases that are submitted to him/her

as rapidly as possible to be heard and determined with the objective of eliminating the backlog as expeditiously as possible. The rules and guidelines of subparagraph (a) (viii) preceding shall apply equally to backlog exceptions.

(b) The procedure for review of disallowances shall be as follows:

(i) If the Office of the Auditor General, Custodial Net Retained Unit ("CNRU") disallows an expense passed by the Deputy Regional Facilities Manager, it will send an audit report to the Custodian Engineer indicating the disallowed expense.

(ii) Upon receipt of the annual final audit adjustment referred to in Article III (10) indicating one or more notices of disallowance the Custodian Engineer shall have thirty (30) calendar days to file a grievance claiming that the disallowance was improper. The Custodian Engineer shall deliver his/her grievance by certified mail or facsimile to the office of the Executive Director of School Facilities. The postmark or facsimile mark shall not be later than the thirtieth calendar day after the day the Custodian Engineer receives notice of the disallowance or the grievance shall be deemed untimely. Local 891 may file a grievance on behalf of a Custodian Engineer as provided above. The grievance must specify which individual audit disallowances in what particular years and for what months are being grieved and must include a brief statement setting forth the basis for the grievance. Any disallowance that is not timely grieved shall be deemed acceptance of the disallowance as proper.

(iii) The grievance shall be heard by the Executive Director of the Division of School Facilities or his/her designee within the Department. The Executive Director/designee will establish two (2) hearing dates a month with at least two months notice to the union. Each grievance shall be scheduled by the Executive Director/designee at the next hearing date falling at least three business days after the filing of the grievance. The time limits under this section 6 may be extended in any specific instance by mutual agreement.

(iv) The Executive Director/designee shall notify the affected Custodian Engineer and Local 891 of his/her decision in writing within ten (10) working days of the hearing.

(v) If a grievance is denied, either Local 891 or the Custodian Engineer may appeal the denial to the Disallowance Arbitrator by filing a notice of appeal within fifteen calendar days of receipt by the Custodian Engineer of the decision. Failure to communicate the decision of the Executive Director/designee on a grievance within the specified time limit shall permit the aggrieved to proceed to the next level. The notice shall set forth a brief description of the reason for the appeal.

(vi) The Department and Local 891 shall jointly select a neutral to act as a Disallowance Arbitrator for determination of appeals of all disallowance decisions from the Executive Director/designee. The parties intend to select an individual with substantial financial management experience and facilities management experience to serve as Disallowance Arbitrator. If the parties cannot agree on such a person within thirty days of the date of this collective bargaining agreement, either party may apply to the New York City Office of Collective Bargaining ("OCB") for the appointment of an arbitrator. OCB shall use a list selection procedure to determine the neutral to be appointed. OCB shall attempt to supply not less than twenty appropriate names on a strike list to be used to select the impartial Disallowance Arbitrator. The Disallowance Arbitrator shall be appointed for a one year term unless his/her term is extended by agreement of the parties. At any time that the post of Disallowance Arbitrator is vacant or is about to become vacant and no replacement has been agreed to by the parties, either party may apply to OCB for the appointment of an arbitrator as per the forgoing procedure.

(vii) The Disallowance Arbitrator shall be available to hear appeals on at least one set day per month. The Disallowance Arbitrator shall hear as many pending appeals as possible on each hearing day. In the event that one day is not sufficient to hear all the cases pending for that month, the arbitrator shall provide as many additional dates as is necessary in the following month. The Disallowance Arbitrator shall render an award in writing within seven days of the close of the hearing of a case. The award shall be brief but contain no opinion unless the arbitrator deems one is appropriate and shall not be considered precedent for other cases. The parties may mutually agree to direct the arbitrator to issue a precedential decision and opinion at any time prior to the issuance of the award. It is the intent of the parties that the hearings be held expeditiously and generally without lawyers, provided, however, that in appropriate cases either party may have a lawyer present a case with advance notice to the other side of at least one week. The decision of the Disallowance Arbitrator shall be final and binding on the Department, Local 891 and the Custodian Engineer. Arbitral fees shall be shared equally by the Department and Local 891. The authority of the Disallowance Arbitrator will be restricted in the same manner as set forth in Article XVII (B) (i)-(iii) of the CBA.

(viii) Backlog – in order to eliminate any existing backlog of pending disallowances, the Disallowance Arbitrator shall hear those disallowances that arose prior to the establishment of this agreement on disallowance arbitration procedure that are submitted by either or both parties. He/she shall establish a separate hearing day once each month for the sole purpose of hearing such backlog disallowances. Within 90 days of the date of this agreement, Local 891 and the Department shall jointly prepare a list of such outstanding disallowances and submit them in date order, oldest first (to the extent possible), to the Disallowance Arbitrator. The parties may, by mutual agreement, extend the period for preparation of the list of backlog disallowances

by an additional ninety (90) days. The Disallowance Arbitrator shall schedule the cases that are submitted to him/her as rapidly as possible to be heard and determined with the objective of eliminating the backlog as expeditiously as possible. The rules and guidelines of subparagraph (b) (vii) preceding shall apply equally to backlog disallowances.

The provisions of Article XVII (4) (C) shall apply to all meetings and hearings under this paragraph 6.

(d) As pertaining solely to backlog exceptions and disallowances, i.e. matters arising before the date this collective bargaining agreement is signed, nothing in this Article III(6) shall be deemed to extend the 30-day time limitation for a Custodian Engineer to have filed a grievance after the Executive Director/designee has rendered a decision. The time limitations contained in the preceding sections of this Article III (6) shall apply to grievances filed as to exceptions and disallowances arising after the date this collective bargaining agreement is signed.

9. Detailed Analyst Reports

The Office of Financial Operations shall prepare quarter-annual tabulations listing all schools, gross income for day school services, gross extra activities income, total gross income, total expenses, total net retained earnings, combined maximum permissible earnings and the difference (excess or deficit) between the maximum permissible and total net retained earnings. Such quarter-annual tabulations shall be cumulative for each school. Where there has been a change in Custodian Engineers for any school, the data herein required shall be set forth separately for each Custodian Engineer involved. A copy of such tabulation shall be furnished to Local 891, and each Custodian Engineer shall receive a copy of the quarter-annual review for his school assignment or assignments, not later than approximately sixty (60) days following such quarter. In the event the net retained earnings from day school services and extra activities exceed the combined maximum limitations, the excess shall be held in the bank accounts referenced in Article III Section 8 of this Agreement for the Department by each Custodian Engineer on the following terms and conditions:

(a) After the close of the calendar year or upon earlier separation from the service, but not later than approximately sixty (60) days after the final quarter, a final computation of the combined maximum permissible retained earnings for all day school services and for extra activities shall be made in accordance with this article, and the verified excess thereof, if any, shall be the property of the Department, and upon demand shall be promptly refunded to the Department.

(b) Except upon earlier separation from the service the Custodian Engineer shall not be required to account for excesses prior to the time of the required annual refund of all monies in excess of the combined maximum permissible net retained earnings, nor shall the Department have access to such monies prior to such annual refund.

(c) Upon receipt of each quarter annual report of earnings, each Custodian Engineer's bank account referred to in Article III, Section 8 of this agreement must reflect a balance therein that shall be equal to the amount of excess earnings indicated on the latest quarter annual report plus all monies received from the DOE since the date of that report minus allowable expenses paid for since the date of that report, both those expenses claimed on reports and those allowable expenses made between report periods including wages and purchases.

10. Bank Accounts

Custodian Engineers shall maintain all Department funds separate from personal accounts, in an account containing only Department funds. Local 891 agrees to the electronic transmittal of all Department funds to Custodian Engineer bank accounts. These accounts shall be located in a bank(s) designated by the Department that have branches in all boroughs that are accessible to custodial employees for check cashing purposes. Custodian Engineers shall sign the attached (Appendix D) authorization form provided by the Department entitling the Department to have access to only account information (balances and banking transactions). If a bank requires an alternate authorization form for Department access to such information, such form shall be signed by Custodian Engineers. All Department funds shall be electronically transmitted to these accounts and any expenditure from these accounts shall be used only for Department purposes. When the Department initiates the electronic transmission of funds, it will provide Custodian Engineers with proper training to operate in an electronic banking environment. There shall be no cost to Custodian Engineers for these accounts except for costs associated with overdrafts and/or other inappropriate banking transactions. The Department will bear all regular costs, charges or fees by the bank(s) in which these accounts are maintained.

11. Excess Funds

A penalty will be imposed on a Custodian Engineer whose remittance of excess funds is not made within thirty (30) days of notice of amount due.

12. Annual Audit

Audits will be made by the Office of the Auditor General on a staggered basis as soon as possible after the last quarterly reports for the year are issued. Each Custodian Engineer shall receive a report of final audit adjustment from the Office of the Auditor General as soon as practical after the close of the calendar year but in no event later than three months after he has submitted records requested by the Office of the Auditor General.

13. Reports on Collections of Excess Earnings

The Office of Financial Operations will furnish to Local 891 a complete list of individual Custodian Engineers from whom excess funds are due the Department of Education as of the fifteenth day of each of the calendar months of March, April, May and June by the fifth school day following.

14. Change in Custodial Assignments

Where there is a change in custodial assignments and two or more Custodian Engineers have been assigned to a school building or to other Department properties during a calendar year, the amount of day school income shall be prorated among the Custodian Engineers assigned. There shall be no proration with respect to extra activity income. Such income shall be applied to each Custodian Engineer assigned only to the extent of the gross income from extra activities received by each Custodian Engineer during the period of his particular assignment.

15. Employment of Assistants and Their Wages

As a result of the manpower formula, used as a basis to provide adequate monies for custodian services, each Custodian Engineer shall employ sufficient personnel to maintain the reasonable standards required by the Department. It shall be the duty of the Executive Director of the Division of School Facilities to require, and of the Custodian Engineers promptly to make, any and all necessary and reasonable adjustments to meet these standards.

No Custodian Engineer shall pay or list as a payroll expense any amount less than the established minimum rates payable to firemen, cleaners and other categories of custodial employees specifically covered in other agreements with or approved by the Department. Reasonable bonus payments to employees under special circumstances and reasonable and necessary wages in excess of the established minimum rates shall be allowed. Other categories of employees, such as administrative assistant, bookkeeper, payroll clerk et al., shall receive such rates of pay and shall have such hours of service which are fair, reasonable and necessary with due consideration to the size of the building, the grounds and the activities conducted therein. The nature of all such payments, as herein provided, shall be specifically identified on the Custodian Engineer compensation report.

16. Anti-Nepotism

A) All prior regulations or policies of the Department affecting the employment of relatives shall remain in full force and effect, except as modified pursuant to this Agreement.

B) Local 891 agrees to enlarge the present restrictions on nepotism to prohibit the practice of job swapping between the individual Custodian Engineers for their relatives. No Custodian Engineer may hire a relative of another Custodian Engineer if the hiring Custodian Engineer's relative is employed by that Custodian Engineer. Relatives include parent, spouse, child, brother, sister, uncle, aunt, niece, nephew, grandparent, grandchild, or spouse or child of one of them or a person bearing the same relationship to the Custodian Engineer's spouse.

C) Custodian Engineers shall also inquire of all new hires whether they are related to any person employed by the Department. The Custodian Engineers shall submit the names of any new employees who are related to a Department employee, together with the name of the relative and the relationship within thirty (30) days to the Office of the Chancellor. The Office of the Chancellor shall have sixty (60) days to raise any objection. Except as set forth in 13A) and 13B) above, no person shall be disqualified solely due to being related to another Department employee.

D) The restrictions under Section 14B) do not apply to any hiree who was on a custodial payroll prior to November 1, 1994.

17. Custodial Time Records

Custodian Engineers shall sign a form that records his/her time of arrival at his/her assigned place of work and the time of leaving at the end of the work day. The form shall contain a notation that, unless otherwise noted, a lunch hour of 12 p.m. to 1:00 p.m. was taken. Any deviation from that lunch hour must be specifically noted. The current practices of Log Book entries shall be continued as well as reports to Deputy Regional Facilities Managers and Principals.

18. Custodial Employee Time Cards

Custodian Engineers shall be guided by the following:

A) All time cards must include dates which correspond with the relevant P.O.1 pay period.

B) At the end of each time period, Custodian Engineers shall sign (in ink) each of their employees' time cards above the employee's signature as indicated on the card.

C) All written entries and discrepancies on the time cards must be initialed by the Custodian Engineers.

D) Custodian Engineers must send copies of all employees' time cards to the Borough Office for each P.O. #1 period, on a timely basis.

E) Custodian Engineers must require that on holidays and weekends, each employee shall punch in and out at the actual times of arrival and departure.

19. Absences from Building

Custodian Engineers must inform his/her Principal and Deputy Regional Facilities Manager whenever the Custodian Engineer leaves the building for any reason, during work hours. Departure for the normal lunch hour, designated as 12:00 P.M. to 1:00 P.M., does not require notification; however, if the Custodian Engineer is taking lunch before 12:00 P.M. or after 1:00 P.M., notification to the Principal and Deputy Regional Facilities Manager must be given.

20. Fingerprinting

No custodial employee, including casual, seasonal or other part-time employees, may start work until he/she has been fingerprinted and his/her records have been cleared. If the schedule for fingerprint clearance would result in diminished services due to staffing shortages, a Custodian Engineer may

request a waiver for an employee who has been fingerprinted to start work before the process is completed. Such request must be made in writing to the respective Regional Facilities Manager, and such approval can be granted only by Regional Facilities Manager, or the Executive Director for School Facilities. It is anticipated that the process for waivers, whether granted or not shall take no more than 10 days. Under no circumstances may any employee commence working if he/she has not yet been fingerprinted and either received clearance or a waiver.

A) Waivers may be obtained by having the prospective custodial employees complete Form OPI-7: "Request for Conditional Fingerprint Clearance." When the form has been notarized, the Custodian Engineer shall forward it to the Borough Plant Manager, who will forward it to the Director of Personnel Investigation. Upon verifying that the fingerprints have been taken, the Director of Personnel Investigation will determine whether to give a conditional clearance. If a conditional clearance is granted, the conditional clearance will be entered in the HRS system and a copy of the approved OPI-7 will be sent to the hiring Custodian Engineer. Waivers will be granted only where there would otherwise be a disruption of Custodial service.

B) Where an emergency arises and there are no students in the building, and no public activities in progress, Custodian Engineers may hire a temporary employee without fingerprinting for a period of 24 hours or until the next business day, whichever is later.

21. Record Keeping

Custodian Engineers are required to keep all original records accessible and ready to produce within 24 hours. Copies of records going back one year shall be kept on the site.

22. Outside Employment

Custodian Engineers must notify the Deputy Director, Department of Plant Operations, of any outside employment, including employment by another Custodian Engineer. Any question concerning whether there is a conflict of interest should be referred to the Office of Ethics and Conflicts of Interest for determination. Outside employment is permitted but only if it does not interfere with required Department work hours.

The fact that Custodian Engineers disclose outside employment will not be used as evidence of their managerial or confidential status.

Custodian Engineers shall notify the Division of School Buildings upon their employment by a Custodian Engineer in another school. Such hours of employment shall not conflict with the Custodian Engineer's regular working hours and responsibilities.

ARTICLE IV RATINGS AND TRANSFERS

1. Transfers of Custodian Engineers

Transfers of Custodian Engineers will be made on the basis of two main factors, viz. (1) ability and performance; and (2) seniority credit within the title. All promotional transfers shall be in accordance with the Rating and Transfer Plan, adopted by the Department on June 23, 1960 (Journal, Board of Education, June 23, 1960, pp. 1685-1688) or as subsequently amended by the parties herein except, however, before any promotional transfer is recommended the names of the five highest candidates, together with the breakdown of their respective ratings, shall be submitted to Local 891. Local 891 shall have forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, to submit any objections.

It is agreed that the Rating and Transfer Plan is grievable under the procedure set forth in Article XVII through the Grievance Appeals Committee, and the eligibility requirement of 20 year service for transfer to a high school is eliminated.

A) 1) Custodian Engineers Level I and II will be eligible for advancement based on minimum years of experience in level, including time served as a permanent employee in the respective predecessor title to that level (i.e., Custodian Engineer for Custodian Engineer (BOE) Level II; School Custodian for Custodian Engineer (BOE) Level I). Each year of employment will count toward the experience requirements in level, including time served as a permanent employee in the respective predecessor title to that level, except for years where a Custodian Engineer receives a less than satisfactory rating. Experience requirements are as follows:

	Years of Employment	Building Size
Custodian Engineer (BOE) Level I	1 - 5	0 sq. ft. - 50M sq. ft.
	5+ - 10	51M sq. ft. - 75M sq. ft.
	10+	76M sq. ft. - 94M sq. ft.
Custodian Engineer (BOE) Level I with a refrigeration license	1 - 5	0 sq. ft. - 100M sq. ft.
	5+ - 10	101M sq. ft. - 130M sq. ft.
	10+ - 15	131M sq. ft. - 200M sq. ft.
	15+	201M sq. ft. +
Custodian Engineer (BOE) Level II	1 - 5	76M sq. ft. - 100M sq. ft.
	5+ - 10	101M sq. ft. - 130M sq. ft.
	10+ - 15	131M sq. ft. - 200M sq. ft.
	15+	201M sq. ft. +

2) The following shall apply:

(i) Custodian Engineers (BOE) Level I who possess a valid certificate of qualification for refrigerating machine operator (unlimited capacity) (herein referred to as "refrigeration license") shall be eligible to transfer into buildings whose square footage is greater than 94,000 square

feet, provided they have the requisite years of satisfactory employment contained in the schedule for Custodian Engineer (BOE) Level I with a refrigeration license. Custodian Engineers (BOE) Level I with 15 or more years of satisfactory employment shall be eligible to transfer into buildings whose square footage is up to 100,000 square feet and if more than one Custodian Engineer (BOE) Level I is in competition for such an assignment, the possession of a valid refrigeration license will not afford a preference to the holder of that license. Custodian Engineers Level II shall continue to have preference over Custodian Engineers Level I for transfer into buildings for which they qualify. Any building requiring a stationary engineer's license and/or a refrigeration license shall continue to be limited for transfer to those employees who possess such required license(s).

(ii) Seniority of all candidates shall be determined solely by time served in level together with time served in the predecessor title for that level (i.e., School Custodian Engineer with Custodian Engineer (BOE) Level II; School Custodian with Custodian Engineer (BOE) Level I) as determined by permanent appointment date in that level/predecessor title. Original list numbers shall be used to break ties where appointment dates are the same.

(iii) If a Custodian Engineer (BOE) Level II assignment on a vacancy transfer list within a given seniority bracket is not bid for by a Custodian Engineer (BOE) Level II with the number of years seniority required for the bracket, the Custodian Engineer (BOE) Level II who is in a lower seniority bracket who bids for that assignment will receive that assignment provided that the applicant meets all the qualifications for that assignment and, provided further, that if no one in the proper bracket bids on a job but two or more Custodian Engineers (BOE) Level II in two or more lower brackets bid for that assignment, the qualified Custodian Engineer (BOE) Level II in the higher bracket would be awarded the assignment. If more than one Custodian Engineer (BOE) Level II in the same lower seniority bracket bids for an assignment in the higher seniority bracket that was not filled, selection will be based as per paragraph 3 below.

(iv) If a Custodian Engineer (BOE) Level I with a refrigeration license assignment on a vacancy transfer list within a given seniority bracket is not bid for by a Custodian Engineer (BOE) Level I with a refrigeration license and the number of years seniority required for the bracket, the Custodian Engineer (BOE) Level I with a refrigeration license in a lower seniority bracket who bids for that assignment will receive that assignment provided that the applicant meets all of the qualifications for that assignment and, provided further, that if no one in the proper bracket bids on a job but two or more Custodian Engineers (BOE) Level I with a refrigeration license in two or more lower brackets bid for that assignment, the qualified Custodian Engineer (BOE) Level I with a refrigeration license in the higher bracket would be awarded the assignment. If more than one Custodian Engineer (BOE) Level I with a refrigeration license in the same lower seniority bracket bids for an assignment in the higher seniority bracket that was not filled, selection will be based as per paragraph 3 below.

(v) If a Custodian Engineer (BOE) Level I assignment on a vacancy transfer list within a given seniority bracket is not bid for by a Custodian Engineer (BOE) Level I with the number of years seniority required for the bracket, the Custodian Engineer (BOE) Level I in a lower seniority bracket who bids for that assignment will receive that assignment provided that the applicant meets all of the qualifications for that assignment and, provided further, that if no one in the proper bracket bids on a job but two or more Custodian Engineers (BOE) Level I in two or more lower brackets bid for that assignment, the qualified Custodian Engineer (BOE) Level I in the higher bracket would be awarded the assignment. If more than one Custodian Engineer (BOE) Level I in the same lower seniority bracket bids for an assignment in the higher seniority bracket that was not filled, selection will be based as per paragraph 3 below.

3) Selection between candidates for advancement or transfer who fulfill the same experience requirements will be based upon ratings over the preceding two (2) years. Where ratings are relatively equal, seniority shall govern. "Relatively equal" shall be defined as within .25 of a point of the rating average.

4) Transfer lists with eligibility dates of January 1, March 1, May 1, September 1 and November 1 shall continue to be issued as per past practice by the Department in the event there are vacancies declared by the Department to be filled by Custodian Engineers.

2. Performance Evaluations - Deferred Wage Increases**A) Performance-Based Agreement**

i) The system of evaluating Custodian Engineers shall be a performance-based system with minimum standards established which must be met by the Custodian Engineer. This performance-based system of evaluating Custodian Engineers by the Principal, will utilize the performance based custodial plan annexed as Appendix F and the annual custodial building plan, which will supersede all conflicting prior Department orders and collective bargaining agreements.

ii) Each Custodian Engineer shall have, at a minimum, the duties and responsibilities set forth in Appendix F. The Principal of the Custodian Engineer's assigned school will delegate which duties and responsibilities are expected of the Custodian Engineer on an as-needed basis. New duties and responsibilities may be added as required during the term of this Agreement. Where a Custodian Engineer is responsible for more than one site, the principal or head of the larger site shall be the evaluator of the Custodian Engineer. In doing so he shall consult with

the Principal or head of the smaller site who shall also fill out an evaluation form.

iii) The annual custodial performance plan will be formulated by the Principal consistent with available manpower and resources. If a new plan is not formulated, the prior year's performance plan with any written amendments by the Principal shall be the controlling plan.

B) Procedure

Custodian Engineers agree to an alternative procedure to Sections 75 and 76 of the Civil Service Law (C.S.L.) with regard to evaluation ratings and disciplinary procedures under this Article IV, Section 2, only. The appeal procedure defined herein shall replace those procedures available under Section 75 and 76 of the Civil Service Law, if applicable, except that the burden of proof and evidence requirements of Section 75 of the C.S.L. shall remain in full force and effect and the decision of the Special Master shall be final and binding.

C) Special Master

i) A Special Master shall review all matters involving principals' evaluation ratings and discipline for Custodian Engineers arising under the Performance-Based Custodial Services Plan as recited herein. Each party shall bear one half of the Special Master's fee.

ii) The Special Master shall be appointed by the parties and designated at the beginning of each school year. The Special Master shall serve a one year term, with the possibility of renewal. In the event of death or disability of the Special Master during the term of his or her appointment, the parties shall meet and select a successor within fourteen (14) days of such event. In the event the parties cannot agree upon a successor Special Master, the parties shall request the American Arbitration Association to send to each party a copy of a specially prepared list of proposed arbitrators. In drawing up this list, from their Panel of Labor arbitrators, the Association will be guided by the nature of the duties of the Special Master. Basic information about each potential Special Master will be appended to the list. This shall be done on an expedited basis. Parties are allowed seven days to study the list, strike all names objected to, and number the remaining names in the order of preferences. Where parties want more information about a proposed arbitrator, such information is gladly provided upon request and sample awards are often available from the Department of Publications in New York for a reproduction charge. Where parties are unable to find a mutual choice on a list, the AAA will submit up to two additional lists, at the request of both parties.

iii) The parties have agreed that after September 1, 2005, a new one year term will begin with a Special Master mutually agreed to by the parties, or, if no agreement is reached, selected as specified above.

D. Evaluation Procedure

There shall be two evaluation periods each year. The evaluation periods shall be: January 1 to June 30 and July 1 to December 31. At the completion of each period, the Principal in consultation with the Chancellor's Representative will evaluate the Custodian Engineer.

Initial Evaluation Period

1. If the Custodian Engineer receives a less than "satisfactory" rating on the Custodian Engineer's evaluation (an average score below 3.00 out of a possible 5.00), the Custodian Engineer shall have the immediate right to review by the Special Master designated in subsection C above, to be held within forty-eight (48) to seventy-two (72) hours of the receipt of the less than "satisfactory" rating. The Special Master shall chair a conference with the Custodian Engineer, his/her representative, the Principal and Chancellor's Representative. The Special Master shall affirm or reject the performance rating. In the event that the rating is affirmed by the Special Master, then the Custodian Engineer shall be eligible for peer intervention funded and operated by Local 891.

Subsequent Evaluation Period

2. If the Custodian Engineer receives a less than "satisfactory" rating (an average score below 3.00 out of a possible 5.00) on the Custodian Engineer's second consecutive evaluation, then the Custodian Engineer will be subject to disciplinary action including termination at the sole discretion of the Special Master. The Custodial Service Rating, attached hereto as Appendix D, shall serve as the only required notice to the Custodian Engineer.

3. The Custodian Engineer shall also have the immediate right to review by the Special Master designated in subsection C above, to be held within seven (7) days of the receipt of the less than "satisfactory" rating. The Special Master shall chair a conference with the Custodian Engineer, his/her representative, the Principal and Chancellor's Representative. If the matter is not resolved at the conference level, the Custodian Engineer shall have the right to a hearing before the Special Master as set forth in subsection 4.

Appeal Procedure

4. If, following the conference defined in subsection D3 above, the matter is not resolved, the Custodian Engineer may appeal the conference determination to the Special Master for a final and binding decision to be held within forty-five (45) days of the date of the conference defined in subsection D3 above. The hearing shall not be public unless agreed to by the parties. Civil Service Law Section 75 standards regarding burden of proof and evidence shall apply. The Special Master shall issue a written decision, signed and acknowledged by the Special Master, delivered to the parties within thirty (30) days after the close of the hearing or the filing of briefs, whichever is later, unless the time is extended by the parties. The decision shall be final

and binding and not subject to any further appeal.

E. Collective Bargaining Increases

1) If the Custodian Engineer receives a "satisfactory" rating on the Custodian Engineer's evaluation (an average score of 3.00 or higher, out of a possible 5.00) immediately preceding the effective date of a collective bargaining increase contained herein, then the Custodian Engineer shall be entitled to the payment set forth in Article II, Section 1 subsection C herein.

2) If the Custodian Engineer receives a less than "satisfactory" rating on the Custodian Engineer's evaluation (an average score below 3.00 out of a possible 5.00) immediately preceding the effective date of a collective bargaining increase contained herein, and it is affirmed by the Special Master, then the Custodian Engineer shall not be entitled to the applicable payment set forth in Article II, Section 1, subsection C herein, until such time that he/she receives a satisfactory rating. The review procedures of Article IV, Section 2, subsection D1 herein shall apply.

3) If the Custodian Engineer, who had received a less than "satisfactory" rating during the initial evaluation period, receives a "satisfactory" or above rating in the subsequent evaluation, following the effective date of a collective bargaining increase contained herein, then the Custodian Engineer will be entitled to payment, pursuant to Article II, Section 1, subsection C herein, retroactive to a date six (6) months subsequent to the date it would otherwise be effective.

4) If a Custodian Engineer receives less than a "satisfactory" rating during the second consecutive evaluation period following the effective date of a collective bargaining increase contained herein, and this rating is affirmed by the Special Master, then the Custodian Engineer will not be entitled to the applicable payments set forth in Article II, Section 1, subsection C herein, until such time that he/she receives a "satisfactory" rating. The Custodian Engineer shall be entitled to the payment set forth in Article II, Section 1, subsection C herein retroactive only to the start date of the satisfactory rating period. The procedures of Article IV, Section 2, subsections D2, 3 and 4 herein shall apply.

F. Future Bi-Annual Evaluation

Periodic evaluations shall continue with two rating periods per year: At the end of each rating period, a Custodian Engineer will be evaluated by the Principal of his or her school in consultation with a Chancellor's representative. These future bi-annual evaluations shall be conducted in accordance with the evaluation procedures defined herein, including the procedures set forth in Article IV, Section 2, subsection D, which shall apply where applicable.

G. Collective Bargaining Evaluation Periods

The initial evaluation period for each collective bargaining increase contained in Article II, Section 1, Subsection C herein shall be:

Initial Evaluation Period	Collective Bargaining Increases	
July 1 to Dec 31, 2002	April 24, 2003	3 %
July 1 to Dec 31, 2003	April 24, 2004	1.136%
July 1 to Dec 31, 2004	April 24, 2005	3.15%
July 1 to Dec 31, 2005	April 24, 2006	2%
July 1 to Dec 31, 2006	April 24, 2007	5%

3. Promotions

Custodian Engineers shall only be eligible for promotion, voluntary transfer or temporary cares assignment contingent upon a satisfactory evaluation in the most recent evaluation period pursuant to Article IV Section 2 above.

**ARTICLE V
HOURS**

The Custodian Engineer shall be in attendance at his/her assignment for day school services from 8:00 a.m. to 5:00 p.m. on weekdays, except on stated holidays, on the Friday after Thanksgiving when this day has been declared a non-school day by the Department of Education, on Rosh Hashanah and Yom Kippur when declared administrative office holidays and at such other times as official permission has been granted for his absence.

All new specifications for contract work issued by the Division of School Facilities will contain a clause adding Rosh Hashanah and Yom Kippur as holidays if schools are closed on those days. Shop mechanics will be redirected to work in the larger schools, such as, but not limited to, high schools, on these holidays except under special circumstances.

Custodian Engineer's hours of work may be changed to 7:00 A.M. to 4:00 P.M. with the approval of the Division of School Facilities. This shall not result in reduction of work time.

The Custodian Engineer shall be allowed one (1) hour for lunch each day, from twelve noon to 1:00 p.m., unless otherwise delayed with official duties, in which event the lunch hour shall be taken as circumstances permit. The Custodian Engineer shall be further allowed such time as may be necessary on paydays for payroll purposes.

The Custodian Engineer shall not be required to be present for extra activities conducted after 5:00 p.m. daily nor for extra activities on Saturdays, Sundays or holidays. In the event of his absence during such activities the Custodian Engineer shall provide a suitable substitute who shall carry out the duties and provide the services required of the Custodian Engineer.

Nothing in this Article shall be construed to relieve the Custodian Engineer of the responsibility of his assignment and he shall be present in the event of an emergency.

**ARTICLE VI
CAFETERIAS, LUNCHROOMS AND OTHER FOOD-EATING AREAS**

The Custodian Engineer shall provide such cleaning services, heating and minor repairs to cafeterias, lunchrooms and established food-eating areas as are normal to classrooms, and as prescribed in the Rules and Regulations for the Custodial Force now in force or as may be amended.

In addition thereto, the Custodian Engineers shall be responsible for removing the containers of garbage and refuse from the cafeterias, lunchrooms and other established food-eating areas, incinerating or otherwise disposing of the contents of those containers, and returning such containers to the areas from which they were removed. The Custodian Engineer shall also be responsible for moving chairs and/or benches immediately after the final lunch period has ended in order to enable the custodial force to perform all the Custodian Engineer's required duties. As described in Appendix F, the Custodian Engineer shall have the entire floor of the cafeteria/lunchroom area scrubbed. The Custodian Engineer shall be responsible for spot mopping spillages daily during the lunch period.

The Department agrees that personnel, other than the custodial staff, shall perform any and all other services required in connection with the operation of such cafeterias, lunchrooms and other established food-eating areas, and, in particular, shall remove refuse and trash from tables, benches and chairs to proper containers for removal, and also wipe clean tables, chairs and/or benches immediately after the lunch period has ended, in order to enable the Custodian Engineer to perform all his/her required duties.

**ARTICLE VII
PENSIONS**

Pension Salaries for Pension Purposes Only

The pension salary shall be equal to the maximum permissible retainage for day school service for the building assignment.

During the term of this Agreement the increased pension salaries for pension purposes only shall be in accordance with the "Pension Salaries for Pension Purposes Only" annexed hereto, made a part hereof, and marked Appendix "C".

Nothing in this Article shall be construed as increasing either the Custodial Factor of Custodial Allowance for Day School Services or the Maximum Permissible Retained Earnings, except as may otherwise be provided in this Agreement.

**ARTICLE VIII
VACATIONS**

Vacations shall be taken by the Custodian Engineer in accordance with the Rules and Regulations for Administrative Employees, as presently established or as may hereafter be amended.

The annual leave allowance for Custodian Engineers is as follows:

Years in Service	Annual Leave Allowance	Monthly Accrual
At the beginning of the employee's 1st year	15 work days	1 1/4 days per month
At the beginning of the employee's 5th year	20 work days	1 2/3 days per month
At the beginning of the employee's 8th year	25 work days	2 days per month plus 1 additional day at the end of the leave year
At the beginning of the employee's 15th year	27 work days	2 1/4 days per month

**ARTICLE IX
CUSTODIAL EMPLOYEES**

The minimum wages of the custodial employees shall be fixed by the Department. Any increases in hourly rates of pay to custodial employees, exclusive of payments to pension and welfare funds, that may hereafter be granted during the term of this Agreement shall be incorporated in and made a part of the schedule of custodial compensation for regular day school services and schedule of custodial compensation for extra activities, and shall be implemented on the date such increases become effective.

Local 891 agrees that its members shall not discriminate in the employment of custodial employees because of sex, age, race, creed, color, national origin or sexual orientation.

Back Pay Awards

Any back pay award relating to the settlement or determination of any proceeding between the employees and the Custodian Engineers shall be an allowable labor expense. A copy of the settlement or decision will be attached to the Borough Office copy of the Compensation Report.

**ARTICLE X
NO-STRIKE CLAUSE**

Local 891 and the Department recognize that strikes and other forms of work stoppages by the Custodian Engineers are contrary to law and public policy. Local 891 and the Department subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program. Local 891 therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the Custodian Engineers, nor any instigation thereof.

ARTICLE XI
WELFARE BENEFITS

The Department of Education shall provide funds on a pro rata basis per month on behalf of each Custodian Engineer for the purpose of making available for each Custodian Engineer welfare benefits under a plan which has been established jointly by representatives of Local 891 and the Department.

- A) Effective July 1, 2004, the contribution to the welfare fund shall be increased by \$65 per annum for each full-time Custodian Engineer for an annual sum of \$1,540.
- B) Effective July 1, 2005, the contribution to the welfare fund shall be increased by \$35 per annum for each full-time Custodian Engineer for an annual sum of \$1,575.
- C) Effective January 1, 2006, the contribution to the welfare fund shall be increased by \$65 per annum for each full-time Custodian Engineer for an annual sum of \$1,640.
- D) Effective July 1, 2006, the contribution to the welfare fund shall be decreased by \$100 per annum for each full-time Custodian Engineer for an annual sum of \$1,540.
- E) Effective June 1, 2008, the contribution to the welfare fund shall be increased by \$100 per annum for each full-time Custodian Engineer for an annual sum of \$1,640.
- F) The per annum contribution rates paid on behalf of Custodian Engineers separated from service to a welfare fund which covers such Custodian Engineers shall be adjusted in the same manner as the per annum contribution rates for other Custodian Engineers are adjusted pursuant to sections A) and B) above.
- G) The Union agrees to provide welfare fund benefits to domestic partners of covered Custodian Engineers in the same manner as those benefits are provided to spouses of married covered Custodian Engineers.

ARTICLE XII
EQUITY FUND AND ADDITIONS TO GROSS

- A) Equity Fund: Subject to Equity Fund review and procedures, the parties agree that in no event shall the total cost of the Equity Fund exceed the cost of a 0.40 percent increase, including spin-offs and pensions based upon the December 31, 1991 payroll. The parties have agreed to a partial distribution of equity funding subject to confirming the actual amounts available. The partial distribution shall be allocated as follows:
- i) \$50,000 shall be allocated as funding for the Affirmative Action program defined in Article XV, Section 3, herein.
- ii) \$175,000 shall be allocated to fund the Peer Intervention Program defined in Article IV, Section 2, herein. There shall be at least one full-time program coordinator whose salary shall not exceed the MPR. The remainder of the funding shall be distributed pursuant to subsection A), part v) below. The program coordinator shall not be required to testify at any proceeding involving peer intervention.
- iii) \$25,000 shall be allocated to initiate a Custodian Engineer Professional Skill Enhancement Educational program in institutions approved by the Labor-Management Panel under subsection A), part v) below.
- iv) Any monies allocated under this section shall be maintained by the union in accounts separate from the remainder of union funds and the records of the accounts shall be open to inspection by a representative of the Department and/or a representative of the City.
- v) The allocation of any remaining funds together with the methods of distribution shall be discussed by a Labor-Management Panel comprised of two (2) representatives of Local 891, one (1) representative of the Department and one (1) representative of the City, subject to the usual equity procedures.
- B) Additions to Gross: Subject to Equity Fund review and procedures, the parties agree that Additions to Gross shall not exceed a cost of 0.11 percent increase based upon the December 31, 1999 payroll including spin-offs and pension. Allocation of this increase if applicable shall be discussed and determined by the panel as referenced in subsection A), part v), above.

ARTICLE XIII
HEALTH AND STABILIZATION FUND

It is understood between the parties herein that the agreement on the Health and Stabilization Fund reached between the City of New York and the Municipal Coalition of Unions memorialized in the 1995-1999 Municipal Coalition Memorandum of Economic Agreement will apply to the Custodian Engineers.

ARTICLE XIV
LEGAL REPRESENTATION,
INDEMNIFICATION AND CLAIMS

Custodian Engineers shall be required to report all cases of assault against them, arising out of their employment, to the Principal, the Executive Director of the Division of School Facilities, the Executive Director of the Division of Human Resources and the General Counsel to the Chancellor. The General Counsel to the Chancellor shall immediately inform the Custodian Engineer involved of his legal rights and shall provide him with such information in a written document, together with an offer to assist the Custodian Engineer by (1) obtaining from the police and from the Principal of the school the relevant information concerning the assailants; (2)

representing the Custodian Engineer in Court; and (3) acting in other appropriate manner so as to create a liaison between the Custodian Engineer, the police and the Court. The assistance of the General Counsel to the Chancellor set forth in (1), (2) and (3) above is intended solely to apply to the criminal aspects of any case arising out of such assault.

1. In the event that a Custodian Engineer is sued in state or federal court for alleged actions or alleged omissions which were within the scope of the Custodian Engineer's employment and in the discharge of the Custodian Engineer's duties, then in accordance with Section 2560 of the Education Law, the Custodian Engineer will be entitled to legal representation and indemnification pursuant to the provisions of, and subject to the conditions, procedures and limitations contained in Section 50-K of the General Municipal Law. In cases concerning alleged actions or omissions by a Custodian Engineer, in the Custodian Engineer's capacity as an employer or prospective employer of others, the conditions, procedures and limitations of Section 50-K shall apply, and in addition, the duty to represent and indemnify shall not arise upon a determination by the Corporation Counsel, that the Custodian Engineer has not acted in accordance with applicable local, state or federal statutes or regulations, at the time the alleged damages were sustained.

2. In the event that a complaint is filed against a Custodian Engineer before the New York State Division of Human Rights, the New York City Commission on Human Rights or the United States Equal Employment Opportunity Commission, for alleged actions or alleged omissions which were within the scope of the Custodian Engineer's employment and in the discharge of the Custodian Engineer's duties, then the Custodian Engineer will receive legal representation pursuant to the current agreement between the parties concerning the retention of private counsel by the union to defend these complaints and/or arbitrations. The legal representative retained to defend the complaint shall be compensated under the terms of the existing agreement between the parties.

3. Indemnification shall be provided by the Department of Education of the City School District of the City of New York in these enumerated administrative proceedings, pursuant to the provisions of, and subject to the same conditions, procedures and limitations, which are applicable to federal and state court lawsuits pursuant to Section 50-K of the General Municipal Law; in addition, the duty to indemnify shall not arise upon a determination by the Corporation Counsel, that the Custodian Engineer has not acted in accordance with applicable local, state and federal statutes and regulations, at the time the alleged damages were sustained.

4. Any pending administrative proceeding or court case shall be covered by this agreement subject to the same terms and conditions as set forth herein. The timing of the Corporation Counsel's determination as to whether a Custodian Engineer shall be indemnified in a particular proceeding or court case, shall be governed by the same practices and procedures applicable to all other Department of Education employees. When a Custodian Engineer is sued in either an administrative proceeding or in court, he or she must immediately forward a copy of the complaint to the Office of Legal Services of the Department of Education.

ARTICLE XV
FAIR PRACTICES

1. Representations
Local 891 represents that it will maintain its bargaining status by continuing to admit to its membership all Custodian Engineers regularly or provisionally appointed by the Department; that every effort or permissive remedy shall be taken against its members to effectuate a compliance with all the terms, intents and provisions of this Agreement; and that any known detrimental or adverse condition shall be reported by either party to the other as may be deemed appropriate.

2. Non-Discrimination
Local 891 agrees to maintain its eligibility to represent all Custodian Engineers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status or sexual orientation and to represent equally all Custodian Engineers without regard to membership or participation in, or association with the activities of, any employee organization.

The Department agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation or membership or participation in, or association with the activities of, any employee organization.

3. Affirmative Action
To address the under-representation of minorities and women in the positions of handy-person, fireperson, stationary engineer, Custodian Engineer, the parties agree to adopt an affirmative action program to enlarge the pool of qualified minority and women candidates for those positions. This shall be accomplished in the following manner:

A) In the event of a vacancy or promotion to a position of handy-person, fireperson or stationary engineer, the Custodian Engineer will give preferential consideration to minorities and women including, but not restricted to, personnel employed in the building who have demonstrated their qualifications for the position by successful completion of a recognized training program, on-the-job training by the Custodian Engineer or by outside experience. Seniority shall be a factor in this determination. Shift changes are not included in this provision.

B) The parties will establish an affirmative action program funded by Local 891 pursuant to Article XIII

herein, to enlarge the pool of qualified minority and female candidates. The parties shall establish a joint committee comprised of two (2) Custodian Engineer representatives, one (1) Department representative and one (1) City Representative. The committee shall ensure compliance with the goals of this provision which is the expenditure of a minimum of \$30,000 to provide scholarships for minorities and women on an impartial basis and \$20,000 to be used for an outreach program for minorities and women.

ARTICLE XVI
POLICY

1. Policy Statement
There shall be discussion on policy matters between representatives of the Department and Local 891 with the intent to reach agreement when conditions change or when new conditions arise which may affect the custodial operations. The proper subjects of such discussion within the meaning of this provision are, but not limited to, changing wages and working conditions of custodial employees, revision of custodial schedules and allowances for day school services or extensions thereof, schedule of fee payments for extra activity services, changing conditions, requirements and/or standards of custodial operations and services, directives, orders and rules of the Division of School Facilities or other official directives of the Department, complaint and grievance procedures, rating and transfer plan revisions, vacations, holiday and sick leave revisions, legal representation under certain conditions, disputed interpretations or implementations of the terms and intents of this Agreement and any other matter which may directly or indirectly affect Custodian Engineers.

Nothing herein contained, however, shall be construed to vary the terms and provisions of this Agreement or shall prevent or delay unduly the taking of action by the Department necessary for the proper conduct of the business of the Department.

2. Policy Procedures
The representatives of the Department shall advise Local 891 of any new policies or conditions which should be the subject of policy consultation and the representatives of Local 891 shall advise the Department, the Chancellor and/or the representatives of the Department of similar matters coming to its attention.

3. Advisory Committee
There shall be established an Advisory Committee consisting of the following representatives of the Department: (1) Executive Director of the Division of School Facilities, (2) Director of the Office of Plant Operations, Engineering and Maintenance, (3) Deputy Director of Plant Operation Services; and the following representatives of Local 891: Three (3) committee members appointed by the President of Local 891.

This Committee shall consider all matters stated in Subdivision 1 of this Article and shall submit its recommendations to the Chancellor or to the Department with respect to such matters.

This Committee shall meet at such times as may be designated by either party to this Agreement on notice to the other in writing and setting forth the matters and justification thereof to be considered and determined by it. Such meeting shall be held within ten (10) calendar days after the date of such notice. The determination of this Committee shall be submitted to the Chancellor in the form required by it, together with the opposing views of either party.

Nothing herein contained shall be construed to prevent either party from seeking appropriate redress under any other provisions of this Agreement.

4. It is the expressed intention of the Department to continue its study of custodial operations and to formulate satisfactory plans for improvement of custodial services and methods of operations. These shall include but not be limited to the utilization of the "direct system" and/or the "independent contract system," the establishment of suitable custodial training programs and the review of the present rating and inspection procedure.

Nothing herein contained shall be construed to preclude the Department from adopting the direct system, contract system or any other system of custodial operations. Nothing herein shall be construed to preclude the Department from continuing to have the unfettered right to privatize schools or to preclude the Department from adopting any other system.

ARTICLE XVII
COMPLAINTS AND GRIEVANCES

Within the meaning of this Article, the word "complaint" shall mean any alleged violation by a Custodian Engineer of the terms of this Agreement or of the Rules and Regulations for the Custodial Force, and the word "grievance" shall mean a violation, misinterpretation or inequitable application by the Department of any of the provisions of this Agreement or the Rules and Regulations for the Custodial Force, except that the term "grievance" shall not apply to any matters as to which (1) a method of review is prescribed by law, or by any rule or regulation of the Civil Service Commission or of the State Commissioner of Education having force and effect of law, or by any By-Law of the Department of Education, or (2) the Department of Education is without authority to act.

1. Complaints
The Custodian Engineer shall receive the complaint in writing. The Custodian Engineer shall have the opportunity to answer the complaint within five (5) working days, and thereafter shall be given full opportunity to be heard in connection therewith. At the option of the Custodian Engineer, Local 891 may represent him in this matter. Such

procedures shall be followed prior to any recommendation to the Chancellor for the suspension of such Custodian Engineer and the preferment of charges in connection therewith, except with respect to complaints involving a commission of a crime. When charges are preferred against a member of Local 891, Local 891 shall receive a copy of the charges at the same time as the Custodian Engineer.

2. Grievances

The following shall be the established procedure with respect to grievances:

A) The Custodian Engineer and/or Local 891 representing the Custodian Engineer shall present the grievance, in the first instance, to the Executive Director of the Division of School Facilities within thirty (30) days after the occurrence thereof. The said Executive Director or his/her designee shall hold a hearing within six (6) working days from the receipt thereof. Copies of the minutes shall be given to all interested parties.

The Executive Director of the Division of School Facilities shall render a written decision within six (6) working days after the termination of the hearing, as above provided, or any adjournment thereof. If the Executive Director of the Division of School Facilities sustains such grievance, he/she shall recommend appropriate action. If the Executive Director of the Division of School Facilities does not sustain such grievance he/she shall notify all interested parties within six (6) working days after the termination of the hearing, as above provided, or any adjournment thereof. Within six (6) working days of the receipt of said notification an appeal may be made by any interested party to the Chancellor and on said appeal a full review of the grievance shall be made with the same representation as above stated.

(C) The Chancellor or his designee will hear the grievance within ten (10) working days of receipt thereof and will render a decision within ten (10) working days of the hearing.

3. Grievance Appeals Committee

A grievance which has not been resolved at the level of the Chancellor may be submitted by any interested party to a grievance appeal committee. There shall be three members of the grievance appeals committee. One shall be appointed by the Chancellor; one by the President of Local 891; and a permanent impartial arbitrator will be selected as Chairman of the Grievance Appeals Committee and will serve at the pleasure of the parties. The proceeding may be initiated by filing with the Department and the Chairman or the American Arbitration Association, as the case may be, a notice of arbitration. The notice shall be filed within ten (10) working days of the receipt of the decision of the Chancellor. The notice shall include a brief statement setting forth precisely the issues to be decided by the grievance appeals committee and the specific provision of the agreement involved.

A) In the event that the Chairman's services are terminated by the parties, the voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the selection of the arbitrator, the hearings and fees and expenses.

B) The grievance appeals committee shall issue its decision by majority vote not later than thirty (30) days from the date of the closing of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the grievance appeals committee. The decision shall be in writing and shall set forth the grievance appeals committee's opinion and conclusions on the issues submitted. The grievance appeals committee shall limit its decision strictly to the application and interpretation of the provisions of this Agreement and it shall be without power or authority to make any decision.

i) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;

ii) Involving Department discretion or Department policy under the provisions of this Agreement, under Department By-Laws, or under applicable law, except that it may decide in a particular case that Department policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion;

(iii) Limiting or interfering in any way with the powers, duties and responsibilities of the Department under its By-Laws, applicable law and rules and regulations having the force and effect of the law. The decision of the grievance appeals committee shall be in writing and, if made in accordance with its jurisdiction and authority under this Agreement, shall be final and binding upon all interested parties and they shall abide by it. The grievance appeals committee may fashion an appropriate remedy where it finds a violation of this Agreement. To the extent permitted by law, an appropriate remedy may include back pay. The grievance appeals committee shall have no authority to grant a money award as a penalty for a violation of this Agreement except as a penalty is expressly provided for in this Agreement. The chairman's fee will be shared equally by the parties to the dispute.

4. General Provisions as to Grievances and Arbitration

A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the rights of the Department to take the action complained of, subject, however, to the final decision on the grievance.

B) Except as provided for in Article IV, Section 2 herein, nothing contained in this Article or elsewhere in this

Agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

C) All grievance conferences shall be held at convenient times and locations in order to afford a fair and reasonable opportunity for all those entitled to be present to attend. When such conferences are scheduled during Department working hours all persons participating shall be excused from their regular duties without loss of pay.

5. Time Limits

Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level. The time limits specified in this procedure may be extended in any specific instance by mutual agreement.

6. The "interested party" or "interested parties" referred to in this Article shall constitute the parties to this Agreement, the Custodian Engineer involved and any representatives on their behalf, and each of them may participate in all of the steps herein before provided.

7. No officer or executive Board member, delegate, representative or agent of a minority group or organization shall represent the aggrieved employee at any step in the grievance procedure. An "agent" shall include any person who, acting in an official capacity for a minority group or organization, regularly performs for that organization such acts as: distributing literature, collecting dues, circulating petitions or soliciting membership. An "agent" shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A "minority group or organization" shall mean any organization, other than Local 891, which exists or acts for the purpose of dealing with the head of a school or any Department official for the improvement of working conditions, or the handling of grievances of employees in the bargaining unit.

8. Notwithstanding the above in Sections 1-7, any Custodian Engineer who is arrested and/or indicted on felony charges for a matter directly related to the performance of their duties or for any felony offense on property operated by the New York City Department of Education, or felony or misdemeanor offense involving an individual who is either under the age of eighteen or a student of the Department of Education, shall be brought before a specially named, mutually appointed Arbitrator. The union is under no obligation to represent the individual at the hearing, but may at its own discretion.

That Arbitrator, within two weeks of appointment on each case, will examine the available evidence and determine whether probable cause exists for the felony charge(s). If he/she determines that there is probable cause to believe that the actions alleged were committed by the employee and the employee was arrested and/or indicted on a felony charge for a matter directly related to the performance of their duties or for any felony offense on property operated by the New York City Department of Education, or felony or misdemeanor offense involving an individual who is either under the age of eighteen or a student of the Department of Education, then the Custodian Engineer in question will have his/her biweekly pensionable earnings reduced by an amount equal to the difference between Maximum Permissible Retainage and the Custodial Factor for their current assignment. The amount of that difference will be listed among their deductions. Sixty (60) days after the implementation of such a reduction the Department may declare that Custodian Engineer's assignment vacant.

Probable cause exists when evidence or information which appears reliable discloses facts or circumstances making it likely that such conduct occurred and that such person committed the conduct. The hearing officer may accept hearsay as evidence of probable cause, and a criminal complaint and corroborating affidavit, or an indictment, is sufficient evidence to create a rebuttable presumption of probable cause.

Said probable cause hearing should not exceed one half of a hearing day.

If the criminal charges are ultimately dropped, the individual is found not guilty, or the individual is convicted of some offense other than a felony or misdemeanor, then the Custodian Engineer shall receive back all monies that have been deducted from his earnings. If said Custodian Engineer's previous assignment is no longer available then he/she will be placed in a vacancy of equal or greater size within the same borough of their previous assignment. If no such assignment is available he/she will be placed in another available vacancy within the borough of their previous assignment and shall be funded for the MPR of his previous assignment.

If the Custodian Engineer is convicted of a felony or misdemeanor, he/she will not be entitled to reimbursement of the monies deducted.

If the Custodian Engineer is convicted of a felony, the DOE shall provide the Custodian Engineer and Local 891 with 30 calendar days notice of termination of the employee which shall be effective at the end of the 30 day period without the need for a hearing or trial. Where the Custodian Engineer is convicted of a felony, Local 891 and the member waive all rights granted under Sections 75 and 76 of the Civil Service Law.

ARTICLE XVIII PAYMENT OF DEATH BENEFIT FOR CUSTODIAN ENGINEER WHO DIES FROM INJURY INCURRED IN THE COURSE OF EMPLOYMENT

In the event that a Custodian Engineer dies because of an injury arising out of and in the course of his employment through no fault of his own, and in the proper performance of his duties, a payment of \$25,000 shall be made from funds other than those of the Department of Education Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the employee's beneficiary or estate.

The procedure for the payment and approval of the death benefit shall be made in a manner consistent with Department policy.

ARTICLE XIX PAYMENT OF DECEASED CUSTODIAN ENGINEER'S ANNUAL LEAVE TIME

If a Custodian Engineer dies while in the Department's employ, his beneficiary or estate shall receive payment in cash for all unused accrued annual leave to a maximum of fifty-four (54) days credit.

ARTICLE XX DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

Upon the determination of the Chancellor that a Custodian Engineer has been physically disabled because of an assault arising out of and in the course of his employment, the Chancellor will grant the injured Custodian Engineer a leave of absence with pay not to exceed eighteen months provided that such injury is compensable under the Workers' Compensation Law. If a Custodian Engineer is granted a leave of absence with pay pursuant to this Article, he shall receive on a weekly basis the difference between the pension salary rate for his building assignment and his compensation rate without charge against his annual leave. The Custodian Engineer shall, as a condition of receiving benefits under this Article, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in an amount equal to the pay received pursuant to this Article and to medical disbursements, if any, made by the Department but not to exceed the amount of such proceeds. Such assignment shall be in a form prescribed by the Law Counsel of the Department. The injured Custodian Engineer shall undergo such medical examinations as are requested by the Workers' Compensation Division of the Law Department and the Department of Education, and when found fit for duty by the Workers' Compensation Board, shall return to his employment.

ARTICLE XXI TERMINAL LEAVE

Custodian Engineers who retire shall be granted terminal leave as follows:

(a) In the case of Custodian Engineers with ten or more years of service the maximum allowable terminal leave shall not exceed forty (40) calendar days for every ten (10) years of service, prorated at the rate of four (4) calendar days per year or major fraction thereof.

(b) In the case of a Custodian Engineer with less than ten (10) years of service terminal leave shall be granted in the amount of four (4) calendar days per year of service or major fraction thereof.

ARTICLE XXII PERSONNEL FOLDERS

Custodian Engineers shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Custodian Engineers shall be given an opportunity to answer any such evaluatory statement placed in their folder, and their written answer shall be attached to the evaluatory statement in the folder.

ARTICLE XXIII IDENTIFICATION CARDS

The Department shall furnish identification cards to all Custodian Engineers who have served continuously for six months. The loss of an identification card shall be reported immediately, and the card shall be replaced at cost to the Custodian Engineer. Upon separation from service a Custodian Engineer shall not receive his final paycheck until he has returned his identification card, or has submitted an appropriate affidavit of loss.

ARTICLE XXIV INFORMATION ON LEAVE CREDIT

Information as to all accumulated leave balances will be given to each Custodian Engineer in writing at least once a year.

ARTICLE XXV POLICY ON EXTENDED ABSENCE BECAUSE OF ILLNESS OR INJURY

A Custodian Engineer who becomes unable to perform his duties because of personal illness or injury shall notify his Borough Plant Manager who will arrange for the maintenance of custodial services of the buildings and grounds by a Custodian Engineer assigned on unofficial temporary care.

The building normally will be left in unofficial temporary care while the Custodian Engineer is incapacitated for at least thirty (30) calendar days. Unofficial temporary care may be extended after thirty (30) days for a period of up to

ninety (90) additional calendar days at the discretion of the Deputy Director of Plant Operation Services. The Director shall give consideration in determining the length of unofficial temporary care to the Custodian Engineer's length of service, prior sick absences as reported, and the needs of the school.

An additional period of official temporary care not to exceed six (6) months may be authorized by the Director of the Plant Operation Services in his discretion based upon consideration of the Custodian Engineer's length of service, prior sick absences as reported, and the needs of the school.

If the Custodian Engineer does not return to duty at the end of the period of official temporary care allowed, under this policy, a provisional or permanent Custodian Engineer may be assigned to replace the incapacitated Custodian Engineer.

ARTICLE XXVI
COMPENSATION FOR CUSTODIAN ENGINEER
ON ASSIGNMENT OR TERMINAL LEAVE

When a Custodian Engineer is paid as an individual while administratively assigned away from his building assignment or on terminal leave he shall be paid at the same annual rate as provided in Appendix "C," Maximum Permissible Retainage for Day School Services and Pension Salaries for Pension Purposes Only for his most current building assignment; except as set forth in Article XVII: Complaints and Grievances, Section 8.

ARTICLE XXVII
WAIVER AND SAVINGS CLAUSE

Local 891 hereby agrees, on behalf of its members, to the limitations of income and the controls set forth in this Agreement and hereby waives, on behalf of its members, any legal or equitable rights they may otherwise have with respect thereto. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect. However, should any provision of this Agreement, requiring the approval of resolution of the Department or of any retirement system, be not so approved, then this Agreement in its entirety shall be of no force and effect.

With respect to matters not covered by this Agreement, such matters shall be treated and administered in the same manner as if this Agreement were not in existence between the parties.

ARTICLE XXVIII
NOTICE – LEGISLATIVE ACTION

This Article is required by the Public Employees' Fair Employment Act, as amended by Section 204a, approved March 10, 1969.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIX
UNUSED SPACE

The minimum amount of unused space required, before application of the deduction will be 3,000 square feet provided that 50% of the unused space is on the same floor and in the same proximate area. Deductions for unused space will not be made during May, June, July or August. There will be no deduction for unused space until the area subject to deduction is secured by the Department.

ARTICLE XXX
MERGERS

1. The Department may merge all buildings up to and including 25 thousand square feet. Effective June 1, 2008, the Department may merge all buildings up to and including 35 thousand square feet.

2. To pay for a minimum of one full-time employee (fireperson or cleaner) where there are insufficient funds to support day services, the Custodian Engineer may apply to Plant Operations for additional funds. The Department shall attempt to keep merged buildings to 75,000 square feet. If a merged building exceeds 75,000 square feet, the Custodian Engineer Level I shall remain in the building, however, when the Custodian Engineer Level I leaves, the building will be listed on an appropriate schedule.

3. Remove only Custodial factor money from the smaller of the merged buildings.

4. Each building would receive its own IBM card. (Building Schedule)

5. The merged buildings would show (a) all monies allotted to run each building plus the Custodian Engineer's factor and max as a combination of the square footage of the merged buildings, however the new factor and the max should be no less than \$3,606 above the factor and max in the original larger building. (This shall conform to Appendix "C"). This shall apply to all presently merged buildings. Effective April 24, 2003, this shall increase to \$3,714. Effective April 24, 2004 this shall increase to \$3,756. Effective April 24, 2005, this shall increase to \$3,874. Effective April 24, 2006 this shall increase to \$3,951. Effective April 24, 2007, this shall increase to \$4,149.

6. Each building must have a separate allotment and requisition books for Bulbs, Paint and C1- supplies.

7. All supplies and material must be delivered to their respective buildings. "A" materials and supplies delivered to "A" building and "B" materials & supplies to "B" building.

8. Once a building is merged, it shall not be separated unless discussed with Joint Committee of Custodian Engineers and Department.

9. Custodian Engineers will submit one P.O #1 Form & one P.O. #2 Form for the merged buildings.

10. Activity monies for each building are to be calculated separately.

11. Only one building may be merged with a second and the continued merged status of the two shall be subject to Joint Committee discussion as above.

12. In the event the department merges an assignment of 35,000 sq. ft. or less in which there is a CE permanently assigned, that CE will be given the opportunity to bid on an assignment off one transfer/vacancy list. If he/she is not awarded a transfer, the department shall temporarily assign the CE within the same borough as their previous assignment.

ARTICLE XXXI
TEMPORARY CARE

Official Temporary Care (Illness of Custodian Engineer): Where a school has been placed in official temporary care due to the illness of the Custodian Engineer assigned thereto the limitation, as set forth in Section "2" of Article II herein, shall apply solely with respect to the schools in official temporary care and shall not be considered with the regular assignment of the Custodian Engineer.

Any excess above the combined maximum permissible retained earnings for the official temporary care will be the responsibility of the official temporary care Custodian Engineer. However, any monies turned over to the ill Custodian Engineer by the Custodian Engineer in official temporary care shall not be included as an expense but may be listed in Section B of the supplementary to the custodial compensation report as a separate item and identified as such. The Division of School Facilities will provide a copy to Local 891 of the list of candidates for temporary care assignments.

"Temporary Care" shall be paid at 75% of the maximum permissible day school earnings. However, in the event a "Temporary Care" is continued past six (6) months, it shall be paid at 100% of the maximum permissible day school earnings. The reduction shall not be in effect for more than six (6) months in any twelve (12) month period in a particular school. The building allowance will not be affected during the period a building is in "Temporary Care."

ARTICLE XXXII
AGENCY SHOP

If, during the term of the collective bargaining agreement between the Department and Local 891 covering the unit described above, the City of New York, pursuant to either an Executive Order of the Mayor or appropriate State legislation, grants to a labor organization recognized as the exclusive collective bargaining representative of its employees a privilege similar to the so-called "Agency Shop", the Department of Education will meet with Local 891 and discuss the granting of such privilege to Local 891 for the unit covered by the collective bargaining agreement between the Department and Local 891 described above.

ARTICLE XXXIII
WORKERS' COMPENSATION COVERAGE FOR INJURIES
INCURRED DURING WORK RELATED TRAVEL

It is the understanding of the Department and Local 891 that a school Custodian Engineer while traveling to and from his regular place of employment to perform emergency work, at the direction of his superior outside his normal working hours is covered under the provisions of the Workers' Compensation Law for injuries sustained while so traveling to and from his employment.

ARTICLE XXXIV
RESPONSE TO INTRUSION ALARMS

Custodial response to alarms shall be governed by the following considerations:

1. The alarm system should be tested once a month to determine if the central station receives the signals. This equipment also operates on standby batteries and bi-monthly the transformer or plug from the transmitter to a nearby receptacle should be removed and the system tested. Each test shall be logged.

2. All matters related to alarm repairs and problems shall be directed to the Borough Office.

3. P.O. #18 requests for alarm repairs shall be forwarded to the Borough Plant Manager. Inoperative alarms shall be reported to the Borough Office by telephone and a follow-up P.O. #18 forwarded noting the date called.

4. Alarms in proper working order must be turned on whenever the building is unoccupied.

5. Custodian Engineers will be reimbursed for the full labor costs of alarm response on a P.O. #1. In the event that the Custodian Engineers respond to the alarm they shall receive a minimum of 4 hours compensatory time.

6. Custodian Engineers will provide two names, and their telephone numbers, for alarm response. Notification shall be received from the Central Station. One person shall be the primary for responding to alarms and the second person shall be the alternate for responding to alarms.

7. Custodial personnel responding to alarm conditions

will report to the local Police Precinct. Police personnel will accompany the custodial personnel to the building and remain until the safety of the custodial personnel is assured.

8. In the event of a false alarm the Custodian Engineer will request repair of the system on a P.O. #18.

9. When a Custodian Engineer receives a notification from the Police Department that they will no longer respond to alarms from the building, the Custodian Engineer will not be required to respond until such time as the condition is corrected and the Police Department indicates they will respond. Custodian Engineers receiving such notices will immediately notify the Borough Plant Manager.

The Central Station will be informed and will be directed not to call custodial personnel until the condition is corrected and the Police Department indicates that they will respond again. Custodian Engineers shall service intrusion alarms, subject to mutual agreement. Custodian Engineers shall be reimbursed for labor costs.

ARTICLE XXXV
FIRE SAFETY DIRECTORS

1. Custodian Engineers assigned to buildings which are subject to Local Law 5, 1973 as revised, shall assume responsibility for providing services of fire safety director as defined in Local Law 5.

2. The following increases shall be applied to the custodial factor and to the "maximum permissible retained earnings for day school services and pension salaries for pension purposes only" which were in effect in the subject buildings:

	12/31/99	1/1/00	1/1/01
Buildings up to and including 100,000 square feet	\$5,206.11	\$5,414.35	\$5,630.92
Buildings over 100,000 up to and including 200,000 square feet	\$6,507.63	\$6,767.93	\$7,038.65
Buildings over 200,000 square feet	\$7,809.15	\$8,121.51	\$8,446.37

3. Full services will be provided without additional charge for labor except that in buildings under 100,000 square feet or where hardship exists, the parties will meet to consider adjustments.

4. Any Custodian Engineer charged with violation of Local Law 5 or any rules or regulations thereunder while providing Fire Safety Director services will be defended and indemnified to the extent permitted by law; however in the event that the Corporation Counsel of the City of New York declines to defend a Fire Safety Director or Deputy Fire Safety Director, the Department agrees to reimburse such Fire Safety Director or Deputy Fire Safety Director for any legal fees incurred in his or her defense if that individual is legally determined to be acting within the scope of his or her responsibilities.

5. The Department will pay the cost of any course required to be completed by Fire Safety Directors or their Deputies which is given by a school or organization acceptable to the Fire Department.

6. The Department of Education shall provide, maintain, repair and otherwise be responsible for all equipment, signs and other paraphernalia required by Local Law 5 of 1973, as revised, or regulations thereunder.

ARTICLE XXXVI
ENVIRONMENTAL LABOR-MANAGEMENT COMMITTEE

1. The parties recognize that cooperation between the parties is essential to the delivery of school-based environmental services. Toward this objective, the parties agree to make a joint effort to develop training programs, compliance programs and seminars which achieve the environmental objectives of the City and the Department. The joint effort requires a commitment on the part of Local 891 to assist the Department by serving as a school-based environmental engineering coordinator and a commitment on the part of the Department to provide the proper training, direction and resources to implement their policies. Due to the varied nature and location of environmental concerns, individual Custodian Engineers, after consultation with their Principal, shall implement specific maintenance and reporting programs best suited for their location.

2. The individual Custodian Engineer shall implement the recycling program and other environmental duties as directed by the Principal.

3. Since the parties recognize that cooperation between management and employees is indispensable to the accomplishment of an effective environmental program, they shall jointly maintain and support a Labor-Management committee, which will be established by the parties as follows:

A) The Labor-Management Committee shall consider and recommend to the Chancellor changes in environmental maintenance procedures and the working conditions of the employees within the Department who are covered by this Agreement. Matters subject to the grievance procedure and the performance-based evaluation Article IV, Section 2, herein, shall not be appropriate items for consideration by the Labor-Management Committee.

The Labor-Management Committee shall consist of seven (7) members who shall serve for the term of the collective bargaining agreement. Local 891 shall designate three (3) members, the Department shall designate three (3) members and the City shall designate one (1) member. Vacancies shall be filled by the appointing party for the

balance of the term to be served. Each member may designate one alternate. The Committee shall select a chairperson from among its members at each meeting. The chairperson of each meeting shall alternate between the members designated by the Department and the members designated by Local 891. A quorum shall consist of a majority of the total membership of a Committee. The Committee shall make their recommendations to the Department in writing. The City member shall only vote in the event of a tie.

(B) The Labor-Management Committee shall meet at the call of either the Local 891 members or the Department members, at a time mutually agreeable to both parties. At least one week in advance of a meeting, the party calling the meeting shall provide to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee.

ARTICLE XXXVII PROHIBITION OF FURTHER ECONOMIC DEMANDS

No party to this Agreement shall make additional economic demands during the term of this Agreement, except as provided for in Article XII herein. Any disputes hereunder shall be promptly submitted and resolved.

ARTICLE XXXVIII DURATION

This Agreement and each of its provisions unless otherwise specified shall be effective as of 12:01 a.m. on April 24, 2002 and shall continue in full force and effect until 12 midnight on December 31, 2007.

The parties agree that should a need arise to negotiate additional terms and conditions during the period of this Agreement they will do so.

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

JAMES F. HANLEY Commissioner of Labor Relations

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK

JOEL KLEIN Chancellor

LOCAL 891 INTERNATIONAL UNION OF OPERATING ENGINEERS

ROBERT TROELLER President

OFFICE OF LABOR RELATIONS REGISTRATION CONTRACT stamp with date 03/05/09



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

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

Robert J. Troeller, President International Union of Operating Engineers, Local 891 Brooklyn Navy Yard 63 Flushing Avenue Building 292, Suite 401 (Unit 358) Brooklyn, NY 11205

Dear Mr. Troeller:

The parties agree to the following:

- Educational Fund - Effective June 1, 2008, the employer shall contribute \$200 per annum per covered employee to the IUOE Local 891 Educational Fund.
Legal Defense Account - Effective June 1, 2008, the employer shall contribute \$200 per annum per covered employee to establish a fund to be used solely for legal purposes incurred by the Local in the defense of its member's actions...

any reimbursement that the Union currently receives under a separate legal expense reimbursement agreement executed by the parties on March 26, 1999 and April 13, 1999. The Union shall provide a copy of a report by an independent CPA at the end of each calendar year to the specified designee of the Department of Education. The report shall detail the nature of all additions and deductions to the established bank account. The cost for preparation of this Report shall be paid for from the established account. No money from this account shall be used to bring legal actions that are against the Department's interest or to defend legal actions brought by the Department.

The parties also agree to the implementation of a payroll deduction for a voluntary benefits program for political action pursuant to the terms of a supplemental agreement between the City and the Union as approved by the Corporation Counsel.

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

Very truly yours, JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF LOCAL 891

ROBERT TROELLER, President

OFFICE OF THE MAYOR

NOTICE

PROCLAMATION OF ELECTION

As a result of the resignation of Adolfo Carrión, Jr., effective March 1, 2009, a vacancy has been created in the Borough Presidency of the Bronx. Accordingly, pursuant to the authority vested in me by Section 81(e)(1) and 81(e)(6) of the New York City Charter, I hereby proclaim that a special election shall be held in the borough of the Bronx on April 21, 2009 to elect a Borough President to serve until December 31, 2009. Pursuant to Section 81(e)(7) of the Charter, nomination of candidates in this election shall be by independent nominating petition.

DATED: March 2, 2009

Michael R. Bloomberg Mayor

CHANGES IN PERSONNEL

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

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

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for various departments from 01/18/09 to 10/06/08.

LATE NOTICE

ENVIRONMENTAL PROTECTION

BUREAU OF WASTEWATER TREATMENT SOLICITATIONS

Construction/Construction Services

CORRECTION: INSTALLATION OF SCADA FOR PUMP STATIONS AND REGULATORS, CITYWIDE - Competitive Sealed Bids - PIN# 82609WPC1176 - DUE 03-24-09 AT 11:30 A.M. - CORRECTION: Project No.: REG-027. Document Fee: \$100.00. There will be a mandatory pre-bid conference on 3/16/09 at 10:00 A.M. at 96-05 Horace Harding Expressway, 2nd Floor Conference Room #4, Flushing, N.Y. Shri Sewgobind, Project Manager, (718) 595-4943. This contract is subject to apprenticeship program requirements as described in the solicitation materials. Vendor ID#: 58321.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Department of Environmental Protection, 59-17 Junction Blvd., 17th Floor, Flushing, NY 11373. Greg Hall (718) 595-3236, ghall@dep.nyc.gov

READER'S GUIDE

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

NOTICE TO ALL NEW YORK CITY CONTRACTORS

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

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

CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION RELATED SERVICES

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

VENDOR ENROLLMENT APPLICATION

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

- Online at <http://nyc.gov/selltonyc>
- To request a hardcopy application, call the Vendor Enrollment Center at (212) 857-1680.

Attention Existing Suppliers:

Even if you already do business with NYC agencies, be sure to fill out an application. We are switching over to citywide, centralized Bidders Lists instead of the agency-specific lists previously used to issue notices about upcoming contract opportunities. To continue receiving notices of New York City contract opportunities, you must fill out and submit a NYC-FMS Vendor Enrollment application. If you are uncertain whether you have already submitted an application, call us at (212) 857-1680.

SELLING TO GOVERNMENT TRAINING WORKSHOP

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

PRE-QUALIFIED LIST

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

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

NON-MAYORAL ENTITIES

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

PUBLIC ACCESS CENTER

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

ATTENTION: NEW YORK CITY MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

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

PROMPT PAYMENT

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

PROCUREMENT POLICY BOARD RULES

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

COMMON ABBREVIATIONS USED IN THE CR

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

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

KEY TO METHODS OF SOURCE SELECTION

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

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

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

HOW TO READ CR PROCUREMENT NOTICES

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

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

SAMPLE NOTICE:

POLICE

DEPARTMENT OF YOUTH SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

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

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

☛ m27-30

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

NUMBERED NOTES

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