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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BROOKLYN BOROUGH PRESIDENT

■ PUBLIC HEARINGS

UNIFORM LAND USE REVIEW PROCEDURE

NOTICE IS HEREBY GIVEN THAT, pursuant to Sections 82 and 197-C of the New York City Charter, Borough President will hold a public hearing on the following matters in the Community Room, First Floor, Brooklyn Borough Hall, 209 Joralemon Street, Brooklyn, New York 11201, commencing at 5:00 P.M. on Thursday, May 7, 2009.

CALENDAR ITEM 1

GREENPOINT – WILLIAMSBURG REZONING
 ZONING TEXT AMENDMENT; ZONING MAP AMENDMENT
 COMMUNITY DISTRICT 1
 090333 ZRK – 090334 ZMK

In the matter of applications submitted by the Department of City Planning, pursuant to Sections 197-c and 201 of the New York City Charter seeking an amendment of the zoning text and zoning map to facilitate the rezoning of approximately 175 blocks in Greenpoint-Williamsburg. A copy of the full description is available for review at the Borough President's Office. Contact (718) 802-3856 for further information.

CALENDAR ITEM 2

FLATBUSH REZONING
 ZONING TEXT AMENDMENT; ZONING MAP AMENDMENT
 COMMUNITY DISTRICT 14
 090335 ZRK – 090336 ZMK

In the matter of applications submitted by the Department of City Planning, pursuant to Sections 197-c and 201 of the New York City Charter seeking an amendment of the zoning text and zoning map to facilitate the rezoning of 180 blocks in the Flatbush neighborhood. A copy of the full description is available for review at the Borough President's Office. Contact (718) 802-3856 for further information.

CALENDAR ITEM 3

DUMBO REZONING
 ZONING TEXT AMENDMENT; ZONING MAP AMENDMENT
 COMMUNITY DISTRICT 2
 090309 ZRK – 090310 ZMK

In the matter of applications submitted by the Department of City Planning, pursuant to Sections 197-c and 201 of the New York City Charter seeking an amendment of the zoning text and zoning map to facilitate the rezoning of 12 blocks in the DUMBO neighborhood. A copy of the full description is available for review at the Borough President's Office. Contact (718) 802-3856 for further information.

Note: To request a sign language interpreter, or to request TTD services, call Mr. Kevin Parris at (718) 802-3856 at least five business days before the day of the hearing.

m1-7

CITY COUNCIL

■ PUBLIC HEARINGS

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

The Subcommittee on Zoning and Franchises will hold a public hearing on the following matters in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 9:30 A.M. on Tuesday, May 12, 2009:

SMORGAS CHEF

MANHATTAN CB - 2 20085608 TCM
 Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Smorgas Chef West Village, Inc., d/b/a Smorgas Chef, for a revocable consent to continue to maintain and operate an unenclosed sidewalk café located at 283 West 12th Street, Borough of Manhattan.

THE SHOREHAM HOTEL

MANHATTAN CB - 5 20095085 TCM
 Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of The Shoreham LLC, d/b/a The Shoreham Hotel, for a revocable consent to establish, maintain and operate an unenclosed sidewalk café located at 39 West 55th Street, Borough of Manhattan.

HUMMUS KITCHEN

MANHATTAN CB - 4 20095281 TCM
 Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of BM Café, Inc., d/b/a Hummus Kitchen, for a revocable consent to establish, maintain and operate an unenclosed sidewalk café located at 768 Ninth Avenue, Borough of Manhattan.

NYCMF INC.

MANHATTAN CB - 2 20095337 TCM
 Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of NYCMF Inc., for a revocable consent to establish, maintain and operate an unenclosed sidewalk café located at 10 Downing Street, Borough of Manhattan.

FORDHAM UNIVERSITY

MANHATTAN CB - 7 C 050260 ZSM
 Application submitted by Fordham University pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 82-33 of the Zoning Resolution to modify:

- the height and setback requirements of Section 23-632 (Front setbacks in districts where front yards are not required);
- the inner and outer court regulations of Section 23-841 (Narrow outer courts), Section 23-843 (Outer court recesses), Section 23-851 (Minimum

dimensions of inner courts), Section 23-852 (Inner court recesses), Section 24-632 (Wide outer courts), Section 24-633 (Outer court recesses), Section 24-652 (Minimum distance between required windows and certain walls), and Section 23-863 (Minimum distance between legally required windows and any wall in an inner court);

- the minimum distance between buildings on a zoning lot requirements of Section 23-711 (Standard minimum distance between buildings); and
- the minimum distance between legally required windows and zoning lot lines requirements of Section 23-861 (General Provisions);

in connection with the proposed expansion of Fordham University, Lincoln Center Campus, bounded by Amsterdam Avenue, West 62nd Street, Columbus Avenue, West 60th Street, Amsterdam Avenue, West 61st Street, a line 200 feet easterly of Amsterdam Avenue, and a line 90 feet southerly of West 62nd Street (Block 1132, Lots 1, 20, and 35), in a C4-7 District, within the Special Lincoln Square District.

FORDHAM UNIVERSITY

MANHATTAN CB - 7 C 050269 ZSM

Application submitted by Fordham University pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 82-50 and 13-561 of the Zoning Resolution to allow an attended accessory parking garage with a maximum capacity of 68 spaces on portions of the ground floor, cellar, and sub-cellar levels of a proposed mixed-use building (Site 4, Garage A) in connection with the proposed expansion of Fordham University, Lincoln Center Campus, bounded by Amsterdam Avenue, West 62nd Street, Columbus Avenue, West 60th Street, Amsterdam Avenue, West 61st Street, a line 200 feet easterly of Amsterdam Avenue, and a line 90 feet southerly of West 62nd Street (Block 1132, Lots 1, 20, and 35), in a C4-7 District, within the Special Lincoln Square District.

FORDHAM UNIVERSITY

MANHATTAN CB - 7 C 050271 ZSM

Application submitted by Fordham University pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 82-50 and 13-561 of the Zoning Resolution to allow an attended accessory parking garage with a maximum capacity of 137 spaces on portions of the ground floor, cellar, sub-cellar, and 2nd sub-cellar levels of a proposed mixed-use building (Site 3a/3, Garage C) in connection with the proposed expansion of Fordham University, Lincoln Center Campus, bounded by Amsterdam Avenue, West 62nd Street, Columbus Avenue, West 60th Street, Amsterdam Avenue, West 61st Street, a line 200 feet easterly of Amsterdam Avenue, and a line 90 feet southerly of West 62nd Street (Block 1132, Lots 1, 20, and 35), in a C4-7 District, within the Special Lincoln Square District.

FORDHAM UNIVERSITY

MANHATTAN CB - 7 N 090170 ZRM

Application submitted by Fordham University pursuant to Section 201 of the New York City Charter for an amendment of the Zoning Resolution of the City of New York, Article VIII, Chapter 2, concerning Section 82-50 (Off-Street Parking and Off-Street Loading Regulations), to modify the requirements for curb cuts on wide streets for off-street loading berths in the Special Lincoln Square District.

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

Article VIII – Special Purpose Districts

**Chapter 2
 Special Lincoln Square District**

* * *

82-50 OFF-STREET PARKING AND OFF-STREET LOADING REGULATIONS

The regulations of Article I, Chapter 3 (Comprehensive Off-Street Parking Regulations in Community Districts 1, 2, 3, 4, 5, 6, 7 and 8 in the Borough of Manhattan and a portion of Community Districts 1 and 2 in the Borough of Queens) and the applicable underlying district regulations of Article III, Chapter 6, relating to Off-Street Loading Regulations, shall apply in the #Special Lincoln Square District# except as otherwise provided in this Section. In addition, the entrances and exits to all off-street loading berths shall not be located on a #wide street# except by authorization as set forth in this Section.

- a) #Accessory# off-street parking spaces
#Accessory# off-street parking spaces are permitted only by special permit of the City Planning Commission pursuant to Section 13-561 (Accessory off-street parking spaces).
- b) Curb cuts
The City Planning Commission may authorize curb cuts within 50 feet of the intersection of any two #street lines#, or on #wide streets# where such curb cuts are needed ~~exclusively~~ for required off-street loading berths, provided the location of such curb cuts meets the findings in Section 13-553 ~~and the loading berths are arranged so as to permit head in and head out truck movements to and from the #zoning lot#.~~
- c) Waiver of loading berth requirements
The City Planning Commission may authorize a waiver of the required off-street loading berths where the location of the required curb cuts would:
- (1) be hazardous to traffic safety;
 - (2) create or contribute to serious traffic congestion or unduly inhibit vehicular and pedestrian movement; or
 - (3) interfere with the efficient functioning of bus lanes, specially designated streets or public transit facilities.

SUNNYSIDE GARDENS

QUEENS CB - 2

N 080253 ZRQ

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, modifying special permit regulations pertaining to the Sunnyside Gardens area in Community District 2, and clarifying other regulations in Article X, Chapter 3 (Special Planned Community Preservation District).

Matter in graytone or underlined is new, to be added;

Matter in ~~strikeout~~ is old, to be deleted;

Matter within # # is defined in Section 12-10;

* * * indicate where unchanged text appears in the Zoning Resolution.

Article I

General Provisions

Chapter 2

CONSTRUCTION OF LANGUAGE AND DEFINITIONS

12-10

DEFINITIONS

* * *

Special Planned Community Preservation District

The "Special Planned Community Preservation District" is a Special Purpose District designated by the letters "PC" in which special regulations set forth in Article X, Chapter 3, apply to all districts ~~which~~ that are at least 1.5 acres and contain a minimum of three #buildings#; ~~were~~ substantially designed and developed as a unit with substantial clustered #open space# and related #commercial uses# available to all residents of the District under the regulations of the Zoning Resolution prior to December 15, 1961; ~~which was~~ were considered to be worthy of such preservation by the City Planning Commission and the Board of Estimate, or its successor, ~~and established~~ designated pursuant to Section 103-05-01. The Special ~~PC~~ Special Planned Community Preservation District and its regulations supplement or modify those of the districts on which it is superimposed.

* * *

Article X

Special Purpose Districts

Chapter 3

Special Planned Community Preservation District

103-00

GENERAL PURPOSES

The "Special Planned Community Preservation District" (hereinafter referred to as the "Special District"), established in this Resolution, is designed to promote and protect the public interest, general welfare and amenity. These general goals include, among others, the following specific purposes:

- (a) to preserve and protect the Special Districts as superior examples of town planning or large-scale development;
- (b) to preserve and protect the character and integrity of these unique communities which, by their existing site plan, pedestrian and vehicular circulation system, balance between buildings and open space, harmonious scale of the development, related commercial uses, open space arrangement

and landscaping add to the quality of urban life;

- (c) to preserve and protect the variety of neighborhoods and communities that presently exist which contribute greatly to the livability of New York City;
- (d) to maintain and protect the environmental quality that the Special District offers to its residents and the City-at-large; and
- (e) to guide ~~future~~ development within ~~the~~ each of the Special Districts that is consistent with the existing character, quality and amenity of the Special Planned Community Preservation District.

103-01

Definitions

Special Planned Community Preservation District

~~(repeated from Section 12-10)~~

The "Special Planned Community Preservation District" is a Special Purpose District designated by the letters "PC" in which special regulations set forth in Article X, Chapter 3, apply to all districts which are at least 1.5 acres and contain a minimum of 3 #buildings#, are substantially designed and #developed# as a unit with substantial clustered #open space# and related #commercial uses# available to all residents of the District under the regulations of the Zoning Resolution prior to December 15, 1961, which were considered to be worthy of such preservation by the City Planning Commission and the Board of Estimate, or its successor, and were designated pursuant to Section 103-05. The Special PC Planned Community Preservation District and its regulations supplement or modify those of the districts on which it is superimposed.

Establishment of Special Planned Community Preservation District

The City Planning Commission has established the #Special Planned Community Preservation District# in areas that:

- (a) have a land area of at least 1.5 acres;
- (b) contain a minimum of three #buildings#;
- (c) were designed and substantially #developed# as a unit under the regulations of the Zoning Resolution prior to December 15, 1961; and
- (d) include considerable clustered #open space# and related #commercial uses# available to all residents of the District.

The Commission has found that the existing site plan resulted in superior functional relationships of #buildings#, #open spaces#, pedestrian and vehicular circulation systems, including parking facilities, and other amenities all together creating an outstanding planned #residential# community.

103-02

Special Planned Community Preservation District Areas

The #Special Planned Community Preservation District# areas are as follows, and are each indicated by the letters "PC" on the #zoning maps#:

Fresh Meadows in the Borough of Queens
The Harlem River Houses in the Borough of Manhattan
Parkchester in the Borough of the Bronx
Sunnyside Gardens in the Borough of Queens.

103-10

General Provisions

In harmony with the general purpose and intent of this Resolution and the general purposes of the #Special Planned Community Preservation District#, ~~and in accordance with the provisions of this Chapter,~~ no new #development#, #enlargement# which may include demolition of #buildings#, or substantial alteration of landscaping or topography, ~~is~~ shall be permitted within the Fresh Meadows, Harlem River Houses and Parkchester areas, ~~designated as a #Special Planned Community Preservation District#~~ except by special permit of the City Planning Commission, pursuant to Sections 103-11 (Special Permits for Bulk and Parking Modifications) and 103-12 (Special Permit for Landscaping and Topography Modifications).

Special regulations for the Sunnyside Gardens area are set forth in Section 103-20, inclusive.

103-11

Special Permits for Bulk and Parking Modifications

- (a) For any new #development#, or #enlargement# which may include demolition, within a #Special Planned Community Preservation District#, the City Planning Commission, by special permit, may allow:
 - (1) the unused total #floor area#, #dwelling units# or #rooming units# permitted by the applicable district regulations for all #zoning lots# within the #development# to be distributed without regard for #zoning lot lines#;
 - (2) the total #open space# or #lot coverage# required by the applicable district regulations for any #zoning lots# within the #development# to be distributed without regard for #zoning lot lines#;
 - (3) minor variations in the #yard# regulations required by the applicable district regulations;
 - (4) minor variations in the height and setback regulations required by the applicable district regulations;
 - (5) modifications of the minimum spacing requirements consistent with the intent of the provisions of Section 23-71 (Minimum Distance Between Buildings on a Single Lot); or

- (6) permitted or required #accessory# off-street parking spaces, driveways or curb cuts to be located anywhere within the #development#, without regard to #zoning lot lines# or the provisions of Sections 25-621 (Location of parking spaces in certain districts) and 25-631 (Location and width of curb cuts in certain districts), subject to the findings of Section 78-41 (Location of Accessory Parking Spaces).

(b) In order to grant such special permits, the City Planning Commission shall make the following findings:

- (1) that the new #development# or #enlargement# relates to the existing #buildings or other structures# in scale and design, and that the new #development# will not seriously alter the scenic amenity and the environmental quality of the community;
- (2) that the new #development# or #enlargement# be sited in such a manner as to preserve the greatest amount of #open space# and landscaping that presently exists, consistent with the scale and design of the existing #development#, the landscaping surrounding the new landscaping arrangement, and conditions of the community;
- (3) that the new #development# or #enlargement# be sited in such a manner that it will not require at that time, or in the foreseeable future, new access roads or exits, off-street parking or public parking facilities that will disrupt or eliminate major portions of #open space# and landscaping or will generate large volumes of traffic that will diminish the environmental quality of the community; and
- (4) that minimal landscaping be removed during construction and such areas will be fully restored upon completion of construction.

(c) Notwithstanding the provisions of paragraph (a)(6) of this Section, where the requirement for #accessory# off-street parking spaces, driveways or curb cuts can only be accommodated in such a manner that the functioning of the existing planned community is substantially injured, the City Planning Commission shall authorize waiver of all or part of the required parking.

(d) No demolition permit shall be issued by the Department of Buildings for any #building# within the Special District after July 18, 1974, unless it is an unsafe #building# and demolition is required pursuant to the provisions of Chapter 26, Title C, Part I Article 8, of the New York City Administrative Code, or its successor, except pursuant to a #development# plan for which a special permit has been granted under the provisions of this Section and Section 103-12.

The City Planning Commission may prescribe appropriate conditions and safeguards, including covenants running with the land which shall permit public or private enforcement reflecting terms, conditions and limitations of any special permit in order to minimize adverse effects on the character and quality of the community. The Commission may advise and recommend special conditions or modifications in the plans submitted by applicants in order to conform with the intentions of the #Special Planned Community Preservation District#.

103-12

Special Permit for Landscaping and Topography Modifications

No substantial modifications of existing topography or landscaping, including plantings, shall be permitted within the Special District except where such modifications are approved by special permit of the City Planning Commission.

103-04-103-13

Requirements for Application

An application to the City Planning Commission for the grant of a special permit respecting any #development# or #enlargement# or substantial ~~alteration~~ modification of landscaping or topography to be made within the Special District, shall include the existing and proposed site plan showing the location and the scale of the existing and proposed #buildings or other structures#, the location of all vehicular entrances and exits and off-street parking facilities, the changes that will be made in the location and size of the #open space#, and such other information as may be required by the Commission. The submission shall include a landscaping plan, building sections and elevation and an appropriate model of the planned community.

103-14

Recordation

At the time of any transfer of development rights which has been authorized by special permit under Section 103-11, the owners of #zoning lots# to which and from which development rights are transferred shall submit to the City Planning Commission a copy of the transfer instrument legally sufficient in both form and content to effect such a transfer.

Notice of the restrictions upon further #development# of the lots to which development rights and from which development rights are transferred shall be filed by the owners of the respective lots in the place and county designated by law for the filing of deeds and restrictions on

real property, a certified copy of which shall be submitted to the Commission.

Both the instrument of transfer and the notice of restrictions shall specify the total amount of #floor area# to be transferred, and shall specify, by lot and #block# numbers, the lots from which and the lots to which such transfer is made.

~~103-05~~ (text incorporated into 103-01)

Designation of Special Planned Community Preservation Districts

The City Planning Commission and the Board of Estimate may designate as

#Special Planned Community Preservation Districts# areas of at least 1.5 acres which contain a minimum of three #buildings# designed and substantially #developed# as a unit under the regulations of the Zoning Resolution prior to December 15, 1961, with substantial clustered #open space# and related #commercial use# available to all residents of the District, where the Commission finds that the existing site plan results in superior functional relationships of #buildings#, #open spaces#, pedestrian and vehicular circulation systems, including parking facilities, and other amenities all together creating an outstanding planned #residential# community.

~~103-06~~ (text incorporated into 103-11(a). Portion of paragraph (f) incorporated into 103-11(c).

Special Permit Provisions

For any new #development# or #enlargement# which may include demolition within a #Special Planned Community Preservation District#, the City Planning Commission, by special permit, may allow:

- (a) ~~the unused total #floor area#, #dwelling units# or #rooming units# permitted by the applicable district regulations for all #zoning lots# within the #development# to be distributed without regard for #zoning lot lines#;~~
- (b) ~~the total #open space# or #lot coverage# required by the applicable district regulations for any #zoning lots# within the #development# to be distributed without regard for #zoning lot lines#;~~
- (c) ~~minor variations in the #yard# regulations required by the applicable district regulations;~~
- (d) ~~minor variations in the height and setback regulations required by the applicable district regulations;~~
- (e) ~~modifications of the minimum spacing requirements consistent with the intent of the provisions of Section 23-71 (Minimum Distance Between Buildings on a Single Lot);~~
- (f) ~~permitted or required #accessory# off street parking spaces, driveways or curb cuts to be located anywhere within the #development#, without regard to #zoning lot lines# or the provisions of Section 25-621 (Location of parking spaces in certain districts), and Section 25-631 (Location and width of curb cuts in certain districts), subject to the findings of Section 78-41 (Location of Accessory Parking Spaces). Where such requirement substantially injures the functioning of the existing planned community, waiver of all or part of the required parking may be authorized.~~

~~103-061~~ (text incorporated into 103-11(b))

Findings

As a condition precedent to the granting of a special permit under the provisions of Section 103-06, the City Planning Commission shall make the following findings:

- (a) ~~that the new #development# or #enlargement# relates to the existing #buildings# or other structures# in scale and design, and that the new #development# will not seriously alter the scenic amenity and the environmental quality of the community;~~
- (b) ~~that the new #development# or #enlargement# be sited in such a manner as to preserve the greatest amount of #open space# and landscaping that presently exists, consistent with the scale and design of the existing #development#, the landscaping surrounding the new landscaping arrangement, and conditions of the community;~~
- (c) ~~that the new #development# or #enlargement# be sited in such a manner that it will not require at that time, or in the foreseeable future, new access roads or exits, off street parking or public parking facilities that will disrupt or eliminate major portions of #open space# and landscaping or will generate large volumes of traffic which will diminish the environmental quality of the community; and~~
- (d) ~~that minimal landscaping be removed during construction and such areas will be fully restored upon completion of construction.~~

The City Planning Commission may prescribe appropriate conditions and safeguards, including covenants running with the land which shall permit public or private enforcement reflecting terms, conditions and limitations of any special permit hereunder to minimize adverse effects on the character and quality of the community. The Commission may advise and recommend special conditions or modifications in the plans submitted by applicants in order to conform with the intentions of the #Special Planned Community Preservation Districts#.

~~103-07~~ (text incorporated into 103-11(d))

Special Provisions for Demolition of Buildings

No demolition permit shall be issued by the Department of Buildings for any #building# within the Special District after July 18, 1974, unless it is an unsafe #building# and demolition is required pursuant to the provisions of Chapter 26, Title C, Part I Article 8 of the New York City Administrative Code, or its successor, except pursuant to a #development# plan for which a special permit has been

granted under Section 103-06 (Special Permit Provisions).

~~103-08~~ (text incorporated into 103-12)

Special Provisions for Alterations of Landscaping or Topography

No substantial alterations of existing topography or landscaping, including plantings, shall be permitted within the Special District except where such alterations are approved by special permit by the City Planning Commission after public notice and hearing and subject to Board of Estimate action.

~~103-09~~ (text renumbered 103-14)

Recordation

At the time of any transfer of development rights which have been authorized by special permit under Section 103-06, the owners of #zoning lots# to which and from which development rights are transferred shall submit to the City Planning Commission a copy of the transfer instrument legally sufficient in both form and content to effect such a transfer.

Notice of the restrictions upon further #development# of the lots to which development rights and from which development rights are transferred shall be filed by the owners of the respective lots in the place and county designated by law for the filing of deeds and restrictions on real property, a certified copy of which shall be submitted to the Commission.

Both the instrument of transfer and the notice of restrictions shall specify the total amount of #floor area# to be transferred, and shall specify, by lot and #block# numbers, the lots from which and the lots to which such transfer is made.

~~103-20~~

Special Regulations for Sunnyside Gardens

In order to further protect and enhance the character of the Sunnyside Gardens area within the #Special Planned Community Preservation District#, the regulations of this Section, inclusive, shall supersede the regulations of the #Special Planned Community Preservation District# and the underlying zoning districts, as applicable

The special permit provisions of Sections 103-11 (Special Permits for Bulk and Parking Modifications) and 103-12 (Special Permit for Landscaping and Topography Modifications) shall not apply within the Sunnyside Gardens area of the Special District.

~~103-21~~

Special Bulk Regulations

Notwithstanding any other provisions of this Resolution, #bulk# regulations applicable to the underlying #Residential# and #Commercial Districts# or modified within the Special District are hereby further modified to the extent set forth in this Section, inclusive.

~~103-211~~

Special Floor Area Regulations

In the Sunnyside Gardens area of the Special District, the #floor area# regulations of the underlying #Residential# and #Commercial Districts# shall not apply. In lieu thereof, the maximum #floor area ratio# permitted for #residential#, #commercial# and #community facility uses#, separately or in combination, shall be 0.75, which may be increased by up to 20 percent to a maximum #floor area ratio# of .9, provided that any such increase in #floor area# is located under a sloping roof which rises at least three and one half inches in vertical distance for each foot of horizontal distance, and the structural headroom of such #floor area# is between five and eight feet.

~~103-212~~

Special Density Regulations

In the Sunnyside Gardens area of the Special District, the density regulations of the underlying #Residential# and #Commercial Districts# shall not apply. In lieu thereof, for all #residential developments# or #enlargements#, the density factor for #dwelling units# shall be 900.

~~103-213~~

Special Height Regulations

In the Sunnyside Gardens area of the Special District, the height and setback regulations for R4 Districts as set forth in Article II, Chapter 3, shall apply to all #developments# or #enlargements# in #Residential# and #Commercial Districts#.

~~103-214~~

Special Yard Regulations

In the Sunnyside Gardens area of the Special District, the #yard# regulations for R4 Districts as set forth in Article II, Chapter 3, shall apply to all #developments# or #enlargements# in #Residential# and #Commercial Districts#.

~~103-22~~

Special Parking Regulations

In the Sunnyside Gardens area of the Special District, the off-street parking regulations of Article II, Chapter 5, pertaining to R4 Districts, shall be applicable for all #residential# and #community facility uses#, subject to the provisions of Section 103-23 pertaining to curb cuts.

~~103-23~~

Curb Cuts

Curb cuts shall not be permitted within the Sunnyside Gardens area of the Special District, except on the east side of 50th Street, within 100 feet of its intersection with 39th Avenue.

* * *

HUDSON ELDERT HOUSING

BROOKLYN CB - 5

M 090312 ZMK

Application submitted by Hudson Eldert, LLC, and Skyview Realty Association, Ltd., for modification of a Restrictive

Declaration, which was approved as part of a Zoning Map Amendment (CP 21749), to eliminate the restriction that the property be limited to hospital and hospital-related uses, including nursing home facilities and the restriction that the parking be subject to the requirements applicable in an R4 District, on property located at 783 Eldert Lane (Block 4469, Lots 1, 6, 10, 16 and 54), in an R6 District.

HOBBS COURT

MANHATTAN CB - 11

C 090125 ZMM

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 an 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.

86TH STREET/SIDEWALK CAFÉ TEXT

MANHATTAN CB - 8

N 090165 ZRM

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 District

The Subcommittee on Landmarks, Public Siting and Maritime Uses will hold a public hearing in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 11:00 A.M. on Tuesday, May 12, 2009.

The Subcommittee on Planning, Dispositions and Concessions will hold a public hearing on the following matter in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 1:00 P.M. on Tuesday, May 12, 2009:

**CARL C. ICAHN CHARTER SCHOOL
BRONX CB - 3 C 090228 HAX**
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.

m6-12

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT RESOLUTIONS have been adopted by the City Planning Commission scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street New York, New York, on Wednesday, May 20, 2009, commencing at 10:00 A.M.

**BOROUGH OF MANHATTAN
Nos. 1, 2 & 3
ARC RAILROAD PASSENGER STATION
No. 1**

CDs 4 & 5 N 090262 ZSM
IN THE MATTER OF an application submitted by the Port Authority of New York and New Jersey, 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 Section 74-62 (Railroad Passenger Stations) in Community Districts 4 and 5, Borough of Manhattan.

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 VII
Chapter 4
Special Permits by the City Planning Commission**

* * *

**74-60
PUBLIC SERVICE OR TRANSPORTATION
FACILITIES**

* * *

**74-62
Railroad Passenger Stations**

(a) In all districts, the City Planning Commission may permit the construction of railroad passenger stations, provided that the following findings are made:

- (a1) that the principal access for such #use# is not located on a local #street#;

- (b2) that such #use# is so located as to draw a minimum of vehicular traffic to and through local #streets# in #residential# areas; and
- (e3) that vehicular entrances and exits for such #use# are provided separately and are located not less than 50 feet apart.

The City Planning Commission may prescribe appropriate conditions and safeguards to minimize adverse effects on the character of the surrounding area, including requirements for shielding of floodlights or surfacing of access roads or driveways.

In addition, the Commission shall require the provision of adequate #accessory# off-street parking spaces necessary to prevent the creation of traffic congestion caused by the curb parking of vehicles generated by such #use#, and shall determine the required spaces in accordance with the purposes established in this Resolution with respect to other major traffic-generating facilities. The Commission shall require, in any event, not less than 20 spaces for the temporary parking of automobiles, and three spaces for buses.

(b) In Community Districts 4 and 5 in the Borough of Manhattan, the City Planning Commission may permit the construction of railroad passenger stations and ventilation facilities or other facilities or services used or required in connection with such railroad passenger station or in connection with an underground railroad right-of-way that provides access to such railroad passenger station, and may permit waivers of applicable #bulk# regulations, other than the #floor area ratio#, in connection with such ventilation facilities, or other facilities or services, provided that the following findings are made:

- (1) that the principal access for such railroad passenger station is not located on a local #street#;
- (2) that such railroad passenger station is so located as to draw a minimum of vehicular traffic to and through local #streets# in #residential# areas;
- (3) that any vehicular entrances and exits for such railroad passenger station are provided separately and are located not less than 50 feet apart;
- (4) that the locations of at-grade entrances to such railroad passenger station are well situated in relation to existing at-grade pedestrian circulation patterns;
- (5) that any below-grade pedestrian circulation elements provided in connection with the railroad passenger station are well integrated with any existing or planned below-grade pedestrian circulation networks providing connections to and from other transportation facilities; and
- (6) for ventilation facilities or other facilities or services used or required in connection with a railroad passenger station or in connection with an underground railroad right-of-way that provides access to a railroad passenger station, that:
 - (i) any #bulk# modifications are the minimum necessary for the proper operation of the facility; and
 - (ii) that the design of the facility will blend harmoniously with the surrounding area.

Railroad passenger station entrances provided pursuant to paragraph (b)(4) of this Section and railroad passenger station emergency access stairs, located within #publicly accessible open areas# of #zoning lots# subject to the provisions of Section 81-542 (Retention of floor area bonus for plazas or other public spaces), shall be permitted obstructions within such #publicly accessible open areas#, provided that the Commission finds that any encroachment within such #publicly accessible open areas# by such entrances or emergency access stairs will facilitate improved pedestrian circulation to, from and within the proposed railroad passenger station.

The special permit shall provide that such #publicly accessible open area# shall be designed and improved in connection with the installation of entrances or railroad passenger station emergency access stairs pursuant to a site plan accepted by the Chairperson of the City Planning Commission. The proposed site plan shall be referred to the affected Community Board, the local Council Member and the Borough President. The Chairperson shall not accept such site plan prior to sixty days after such referral. A #publicly accessible open area# improved pursuant to an accepted site plan shall be deemed to be certified pursuant to Section 37-625 (Design changes) and the standards set forth therein. Subsequent modifications of the site plan for such #publicly accessible open area#, including modifications involving the co-location of

transportation facility entrances, shall be subject to this paragraph. An application to modify the site plan to facilitate the co-location of railroad passenger station entrances may be filed by the transportation agency seeking to co-locate a transportation facility entrance in the #publicly accessible open area# or by the property owner. Such application shall include evidence of consultation with any transportation agency with existing or planned facilities located in the #publicly accessible open area#. The modified site plan shall also be referred to such transportation agency by the Chairperson for comment.

The City Planning Commission may prescribe appropriate conditions and safeguards to minimize pedestrian and vehicular congestion and to minimize adverse effects on the character of the surrounding area, including requirements for shielding of floodlights, surfacing of access roads or driveways, mitigation of pedestrian impacts, signage requirements, or screening or placement of the facilities or services permitted pursuant to paragraph (b) this Section.

No. 2

CDs 4 & 5 C 090263(A) ZSM
IN THE MATTER OF an application submitted by the Port of Authority of New York and New Jersey and the New Jersey Transit pursuant to Sections 197-c and 201 of the New York City Charter and proposed for modification pursuant to Section 2-06(c)(1) of the Uniform Land Use Review Procedure for the grant of a special permit pursuant to Section 74-62(b)* of the Zoning Resolution to allow:

1. to allow the construction of a railroad passenger station and ventilation facilities or other facilities or services used or required in connection with such railroad passenger station or in connection with an underground railroad right-of-way that provides access to such railroad passenger station; and
2. to modify the height and setback requirements of Section 43-43 for two proposed ventilation facilities on property located on Block 674, Lot 1 and Block 784, Lot 54, in M1-6 and M2-3 Districts;

in connection with a proposed railroad passenger station and ventilation facilities or other facilities or services used or required, within the area generally bounded by West 35th Street, Broadway, Avenue of the Americas, West 33rd Street and Ninth Avenue, West 34th Street, Ninth Avenue, West 33rd Street and Tenth Avenue, and West 29th Street, Eleventh Avenue, West 28th Street and Twelfth Avenue, in C5-2, C6-4, C6-4.5, C6-4M, C6-6, M1-6 and M2-3 Districts, partially within the Special Hudson Yards, Special Midtown and Special Garment Center Districts.

*Note: Section 74-62 is proposed to be change under a related concurrent application N 090263 ZRM for an amendment of the Zoning Resolution.

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

NOTE: A May 2009 environmental review technical memorandum has been prepared for this modified application. The technical memorandum concludes that the modified application would not result in any new or different significant adverse impacts than for the designs considered in the January 2009 NEPA FEIS and January 2009 Technical Memorandum.

No. 3

CDs 4 & 5 C 090263 ZSM
IN THE MATTER OF an application submitted by the Port of Authority of New York and New Jersey and the New Jersey Transit pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-62(b)* of the Zoning Resolution to allow:

3. to allow the construction of a railroad passenger station and ventilation facilities or other facilities or services used or required in connection with such railroad passenger station or in connection with an underground railroad right-of-way that provides access to such railroad passenger station; and
4. to modify the height and setback requirements of Section 43-43 for two proposed ventilation facilities on property located on Block 674, Lot 1 and Block 784, Lot 54, in M1-6 and M2-3 Districts;

in connection with a proposed railroad passenger station and ventilation facilities or other facilities or services used or required, within the area generally bounded by West 35th Street, Broadway, Avenue of the Americas, West 33rd Street and Ninth Avenue, West 34th Street, Ninth Avenue, West 33rd Street and Tenth Avenue, and West 29th Street, Eleventh Avenue, West 28th Street and Twelfth Avenue, in C5-2, C6-4, C6-4.5, C6-4M, C6-6, M1-6 and M2-3 Districts, partially within the Special Hudson Yards, Special Midtown and Special Garment Center Districts.

*Note: Section 74-62 is proposed to be change under a related concurrent application N 090263 ZRM for an amendment of the Zoning Resolution.

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

**Nos. 4, 5 & 6
PIERS 92 AND 94
No. 4**

CD 4 C 090220 PPM
IN THE MATTER OF an application submitted by the New

York City Department of Small Business Services, pursuant to Section 197-c of the New York City Charter, for the disposition of two (2) city-owned properties located at Piers 92 and 94, westerly of route 9A (Miller Highway) between West 51st and 55th streets (Block 1109, Lots 5 and 30) and p/o Marginal Street, Wharf or Place), pursuant to zoning.

No. 5

CD 04 C 090221 ZSM
IN THE MATTER OF an application submitted by the New York City Economic Development Corporation and MMPI Piers LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-41 of the Zoning Resolution to allow a trade exposition facility with a rated capacity in excess of 2,500 persons within an existing building at Piers 92 and 94, westerly of Route 9A (Miller Highway) between West 51st Street and West 55th Streets (Block 1109, Lots 5 and 30, and p/o Marginal Street Wharf or Place), in an M2-3 District.

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

No. 6

CD 04 C 090222 ZSM
IN THE MATTER OF an application submitted by the New York City Economic Development Corporation and MMPI Piers LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 62-734(b) of the Zoning Resolution to modify the height and setback and length requirements of Section 62-342 (Developments on Piers) for a structure on a pier in connection with a proposed trade exposition facility on property located at Piers 92 and 94, westerly of Route 9A (Miller Highway) between West 51st Street and West 55th Streets (Block 1109, Lots 5 and 30, and p/o Marginal Street Wharf or Place), in an M2-3 District.

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

**No. 7
 111 8TH AVENUE**

CD 4 C 080088 ZSM
IN THE MATTER OF an application submitted by 111 8th Avenue Parking LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 13-562 and 74-52 of the Zoning Resolution to allow an attended public parking garage with a maximum capacity of 625 spaces on portions of the ground floor and cellar of an existing 17-story commercial building on property located at 111 8th Avenue (Block 39, Lot 1), in an M1-5 District.

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

**BOROUGH OF QUEENS
 No. 8
 GLENDALE YARDS**

CD 6 C 070429 MMQ
IN THE MATTER OF an application submitted by the Department of Transportation pursuant to Sections 197-c and 199 of the New York City Charter, and Section 5-430 *et seq.* of the New York City Administrative Code, for an amendment to the City Map involving:

- the elimination, discontinuance and closing of 70th Avenue between Sybilla Street and Ursula Place; and a portion of Ursula Place between 70th Avenue and 70th Road,

in accordance with Map No. 4998, dated December 15, 2008, and signed by the Borough President.

**No. 9
 COLLEGE POINT DISPOSITION**

CD 7 C090320 PPQ
IN THE MATTER OF an application submitted by the Department of Citywide Administrative Services (DCAS), pursuant to Section 197-c of New York City Charter, for the disposition of nine (9) city-owned properties in the College Point Corporate Park, pursuant to zoning.

A list and description of the properties can be seen in the Queens Office of the Department of City Planning, 120-55 Queens Boulevard, Kew Gardens, Queens 11424.

**CITYWIDE
 No. 10
 INCLUSIONARY HOUSING TEXT**

CITYWIDE N 090316 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 modifications of Section 23-90 (Inclusionary Housing Program); and various related Sections of the Zoning Resolution.

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

**12-10
 DEFINITIONS**

Words in the text or tables of this Resolution which are #italicized# shall be interpreted in accordance with the provisions set forth in this Section.

* * *

Inclusionary Housing designated area (7/25/07)

An "Inclusionary Housing designated area" is a specified area in which the Inclusionary Housing Program is applicable, pursuant to the regulations set forth in Section 23-90 (INCLUSIONARY HOUSING), inclusive. The locations of such #Inclusionary Housing designated areas# are identified in ~~Section 23-922~~ Appendix A of Article II, Chapter 3 of this Resolution or in Special Purpose Districts, as applicable.

* * *

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

* * *

**23-144
 In designated areas where the Inclusionary Housing
 Program is applicable**

In #Inclusionary Housing designated areas#, as listed in the following table, the maximum permitted #floor area ratios# shall be as set forth in Section 23-9452 (In Inclusionary Housing designated areas). The locations of such districts are specified in ~~Section 23-922~~ (Inclusionary Housing designated areas) Appendix A of this Chapter.

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

* * *

**23-15
 Maximum Floor Area Ratio in R10 Districts**

R10
 In the district indicated, except in #Inclusionary Housing designated areas#, the #floor area ratio# for any #building# on a #zoning lot# shall not exceed 10.0, except as provided in Section 23-17 (Special Provisions for Zoning Lots Divided By District Boundaries) and Section 23-90 (INCLUSIONARY HOUSING), inclusive.

Notwithstanding any other provision of this Resolution, the maximum #floor area ratio# shall not exceed 12.0. However, within the boundaries of Community District 7 in the Borough of Manhattan, all #developments# or #enlargements# in R10 Districts, except R10A or R10X Districts, shall be limited to a maximum #floor area ratio# of 10.0.

* * *

**23-90
 INCLUSIONARY HOUSING**

**23-91
 General Provisions**

An Inclusionary Housing program is established in those areas designated in Section 23-92 (Applicability) to preserve and to promote a mixture of low to upper income housing in neighborhoods experiencing a shift to upper income housing and thus to promote the general welfare. The requirements of this program are set forth in Sections 23-90 through 23-95.

**23-92
 Applicability
 23-921
 R10 Districts**

The Inclusionary Housing Program shall apply in all R10 Districts located in #Inclusionary Housing designated areas#, subject to the provisions relating to such designated areas, and in all other R10 Districts, subject to the provisions of Section 23-941 (In R10 Districts other than Inclusionary Housing designated areas), as applicable.

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

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

(map deleted)

**Map 1
 Portion of Community District 1, Brooklyn**

(map deleted)

**Map 2
 Portion of Community District 1, Brooklyn**

- (b) In Community District 1, in the Borough of Brooklyn, in the R7-3 Districts within the area shown on the following Map 3;

(map deleted)

**Map 3
 Portion of Community District 1, Brooklyn**

- (c) In Community District 7, in the Borough of Brooklyn, in the R8A District within the area shown on the following Map 4;

(map deleted)

**Map 4
 Portion of Community District 7, Brooklyn**

- (d) In Community District 2, in the Borough of Queens, in the R7X Districts within the areas shown on the following Maps 5 and 6;

(map deleted)

**Map 5
 Portion of Community District 2, Queens**

(map deleted)

**Map 6
 Portion of Community District 2, Queens**

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

(map deleted)

**Map 7
 Portion of Community District 2, Brooklyn**

(map deleted)

**Map 8
 Portion of Community District 2, Brooklyn**

(map deleted)

**Map 9
 Portion of Community District 2, Brooklyn**

- (f) In Community District 7, in the Borough of Manhattan, in the R9A Districts within the areas shown on the following Map 10;

(map deleted)

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

- (g) In Community District 3, in the Borough of Brooklyn, in the R7D Districts within the areas shown on the following Maps 11 and 12;

(map deleted)

**Map 11
 Portion of Community District 3, Brooklyn**

(map deleted)

**Map 12
 Portion of Community District 3, Brooklyn**

- (h) In Community District 6, in the Borough of Manhattan, in the R10 Districts within the areas shown on the following Map 13;

(map deleted)

**Map 13
 Portion of Community District 6, Manhattan**

- (i) In Community District 3, in the Borough of Manhattan, in the R7A, R8A and R9A Districts within the areas shown on the following Map 14;

(map deleted)

**Map 14
 Portion of Community District 3, Manhattan**

The Inclusionary Housing Program shall apply in special purpose districts when specific zoning districts or areas are defined as #Inclusionary Housing designated areas# within the special purpose district.

**23-93
 Definitions**

For the purposes of the inclusionary housing program this Section 23-90 (INCLUSIONARY HOUSING), inclusive, matter in italics is defined either in Section 12-10 (DEFINITIONS) or in this Section.

**23-911
 General Definitions**
 The following definitions shall apply throughout this Section 23-90 (INCLUSIONARY HOUSING), inclusive:

Administering agent
 The An "administering agent" is the entity or entities identified in the #lower income housing plan# as responsible for ensuring, pursuant to a #regulatory agreement#:

- (a) that each subject rental #affordable housing unit# is rented in compliance with such ~~plan~~ #regulatory agreement# at #rent-up# and upon each subsequent vacancy; or
- (b) that each subject #homeownership affordable housing units# is owned and occupied in compliance with such #regulatory agreement# at #sale# and upon each #resale#.

The #administering agent# shall be a not for profit organization, unless the Commissioner of Housing Preservation and Development finds that a good faith effort by the developer of the #compensated development# to secure a qualified not for profit organization as the #administering agent# was unsuccessful. However, in #Inclusionary Housing designated areas#, the Commissioner may approve an entity that is responsible for compliance monitoring pursuant to City, State or Federal funding sources, to serve as the #administering agent# during such compliance period.

Affordable floor area
 (a) Where all of the #dwelling units#, #rooming units# and #supportive housing units# in a #generating site#, other than any #super's unit#, are #affordable housing units#, all of the #residential floor area#, or #community facility floor area# for a #supportive housing project#, in such #generating site# is "affordable floor area".

- (b) Where one or more of the #dwelling units# or #rooming units# in a #generating site#, other than

any #super's unit#, are not #affordable housing units#, the "affordable floor area" in such #generating site# is the sum of:

- (1) all of the #residential floor area# within the perimeter walls of the #affordable housing units# in such #generating site#; plus
- (2) a figure determined by multiplying the #residential floor area# of the #eligible common areas# in such #generating site# by a fraction, the numerator of which is all of the #residential floor area# within the perimeter walls of the #affordable housing units# in such #generating site# and the denominator of which is the sum of the #residential floor area# within the perimeter walls of the #affordable housing units# in such #generating site# plus the #residential floor area# within the perimeter walls of the #dwelling units# or #rooming units# in such #generating site#, other than any #super's unit#, that are not #affordable housing units#.

Affordable housing

"Affordable housing" consists of:

- (a) #affordable housing units#; and
- (b) #eligible common areas#.

Affordable housing plan

An "affordable housing plan" is a plan approved by #HPD# to #develop#, rehabilitate or preserve rental or #homeownership affordable housing# pursuant to the provisions of this Section 23-90 (INCLUSIONARY HOUSING), inclusive.

Affordable housing unit

An "affordable housing unit" is:

- (a) a #dwelling unit#, other than a #super's unit#, that is used for class A occupancy as defined in the Multiple Dwelling Law and that is or will be restricted, pursuant to a #regulatory agreement#, to occupancy by:
 - (1) #low income households#;
 - (2) where permitted by Section 23-953 (Special provisions in specified areas), either #low income households# or a combination of #low income households# and #moderate income households# or #middle income households#; or
 - (3) upon #resale# of #homeownership affordable housing units#, other #eligible buyers#, as applicable;
- (b) a #rooming unit#, other than a #super's unit#, that is used for class B occupancy as defined in the Multiple Dwelling Law and that is or will be restricted, pursuant to a #regulatory agreement#, to occupancy by a #low income households#; or
- (c) a #supportive housing unit# within a #supportive housing project#.

#Affordable housing units# that are restricted to #homeownership#, as defined in Section 23-913, pursuant to a #regulatory agreement#, must be #dwelling units#.

Capital element

"Capital elements" are, with respect to any #generating site#, the electrical, plumbing, heating and ventilation systems in such #generating site#, any air conditioning system in such #generating site# and all facades, parapets, roofs, windows, doors, elevators, concrete and masonry in such #generating site# and any other portions of such #generating site# specified in the #guidelines#.

Compensated development

A "compensated development" is a #development#, an #enlargement# of more than 50 percent of the #floor area# of an existing #building# or, where permitted by the provisions of Section 23-953(d), a conversion of a non-#residential building#, or portion thereof, to #dwelling units#, that is located within a #compensated zoning lot# which receives an increased #floor area ratio# as a result of satisfying the requirements of the inclusionary housing program.

Compensated zoning lot

A "compensated zoning lot" is a #zoning lot# that contains a #compensated development# and receives an increased #floor area ratio# pursuant to the provisions of this Section 23-90 (INCLUSIONARY HOUSING), inclusive.

Completion notice

A "completion notice" is a notice from #HPD# to the Department of Buildings stating that the #affordable housing# in all or a portion of any #generating site# is complete and stating the #affordable floor area# of such #affordable housing#.

Development

For the purposes of this program, a "development" is a #development# as defined in Section 12-10, or an #enlargement# of more than 50 percent of the #floor area# of an existing #building#.

Fair rent

At initial occupancy of #lower income housing#, "fair rent" (the "Section 8 Standard") is an annual rent for each such housing equal to not more than either the public assistance shelter allowance if the #family# receives public assistance, or 30 percent of the annual income of the tenant of such

housing, provided that such tenant is a #lower income household# at the time of initial occupancy pursuant to the provisions of this program.

Upon renewal of a lease for an existing tenant in #lower income housing#, #fair rent# (the "Rent Stabilization Standard") is not more than the then current #fair rent# for such housing plus a percentage increase equal to the percentage increase for a renewal lease of the same term permitted by the Rent Guidelines Board for units subject to the rent stabilization law.

After initial occupancy, upon rental of #lower income housing# to a new tenant, #fair rent# is not more than the higher of:

- (a) the then currently applicable "Section 8 Standard"; or
- (b) the Rent Stabilization Standard.

In order for rent to be #fair rent#, the following must also apply:

There shall be no additional charge to the tenant for the provision of heat and electric service, except that the Commissioner of Housing Preservation and Development may approve a #lower income housing plan# making a #lower income household# responsible for the payment of utilities as long as the sum of:

- (1) the initial #fair rent#; and
- (2) the monthly costs of a reasonable compensation for these utilities, by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment do not exceed 30 percent of said #lower income household's# income.

However, in #Inclusionary Housing designated areas#, the Commissioner of Housing Preservation and Development may determine that rents satisfying the requirements of City, State or Federal programs assisting #lower income housing# will be considered #fair rent#, provided that such rents do not exceed 30 percent of #lower income household's# income, as applicable, and provided further that upon expiration or termination of the requirements of the City, State or Federal program, rent increases and rentals shall be subject to the higher of the then currently applicable Section 8 Standard or the Rent Stabilization Standard.

At initial occupancy of any #lower income housing#, no portion of the #fair rents# shall be for the payment of the principal or interest on any debt, and the #lower income housing# shall not secure any debt and shall be free of all liens, except liens for real estate taxes, water charges and sewer rents and other governmental charges for which payment is not yet due. #Fair rents# may be used for the payment of principal or interest of debt only if such debt was incurred after the date of initial occupancy and is for a capital improvement to such #lower income housing# other than those capital improvements set forth in the #lower income housing plan#.

In #Inclusionary Housing designated areas#, at initial occupancy of any #lower income housing#, a portion of the #fair rents# may be for the payment of the principal or interest on debt, and such housing may secure debt, provided that, as of the date of the approval of the #lower income housing plan#, the Commissioner of Housing Preservation and Development finds that the total annual rent, when such interest and principal payments are deducted, is in compliance with the requirements of Section 23-95, paragraph(c), and provided that the lender agrees to enter into a written agreement which subordinates such debt to the provisions of the #lower income housing plan#.

Inclusionary Housing designated areas

"Inclusionary Housing designated areas" shall be those areas specified in Section 23-922 (Inclusionary Housing designated areas).

Lower income household

A "lower income household" is a #family# having an income equal to or less than the income limits (the "80 Percent of SMSA Limits") for New York City residents established by the U.S. Department of Housing and Urban Development pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended, for lower income families receiving housing assistance payments.

In #Inclusionary Housing designated areas#, #lower income households# shall also include all existing households in tenancy, provided such households occupy units that are within a #building# in which rents for all occupied units are regulated by City or State law, and the aggregate maximum permitted annual rent roll for such occupied units, divided by the number of occupied units, is less than 30 percent of the applicable income limit for a #lower income household# as provided in this Section. In determining the applicable income limit for such #lower income households#, the Commissioner of Housing Preservation and Development may make adjustments, consistent with U. S. Department of Housing and Urban Development regulations, for the number of persons residing in each unit.

Lower income housing

"Lower income housing" are #standard units# occupied or to be occupied by #lower income households#. #Lower income housing# shall not include #standard units# assisted under city, state or federal programs, except where such assistance is in the form of:

- (a) real estate tax abatements and exemptions which

are specifically limited to the #lower income housing#; or

- (b) operating assistance that the Commissioner of the Department of Housing Preservation and Development determines will be used to enable households with incomes of not more than 62.5 percent of the "80 Percent of SMSA Limits" to afford such #lower income housing#.

However, in #Inclusionary Housing designated areas#, #lower income housing# shall include #standard units# assisted under City, State or Federal programs.

Lower income housing plan

The "lower income housing plan," is the plan accepted by the Commissioner of Housing Preservation and Development, which sets forth the developer's plans for creating and maintaining the specified #lower income housing# pursuant to this program, including but not limited to, choice of #administering agent#, tenant selection, rent levels in the #lower income housing# and income verification of tenants pursuant to paragraphs (b), (c) and (d) of Section 23-95.

Standard unit

A "standard unit" is a:

- (a) #dwelling unit#;
- (b) #rooming unit#; or
- (c) room used for sleeping purposes in a non-profit institution with sleeping accommodations, which room is acceptable to the Commissioner of Housing Preservation and Development as meeting the intent of the Inclusionary Housing program.

In each case, it shall be free of violations (and located in a #building# in which the common areas are free of violations) under the City of New York Building Code, the New York State Multiple Dwelling Law, the New York City Housing Maintenance Code and this Resolution as noted in or issued by a city or state agency as of the date of acceptance of the #lower income housing plan#.

In #standard units#, all windows shall be double glazed.

Eligible common area

"Eligible common area" includes any #residential floor area# in a #generating site# that is located within the perimeter walls of a #super's unit#, and also includes any #residential floor area# in such #generating site# that is not located within the perimeter walls of any other #dwelling unit# or #rooming unit#, except any #residential floor area# for which a user fee is charged to residents of #affordable housing units#.

Floor area compensation

"Floor area compensation" is any additional #residential floor area# permitted in a #compensated development# pursuant to the provisions of this Section 23-90 (INCLUSIONARY HOUSING), inclusive.

Generating site

A "generating site" is a #building# or #building segment# containing either #residential affordable floor area#, or a #supportive housing project#, that generates #floor area compensation#. Non-#residential floor area# on a #generating site#, other than a #supportive housing project#, may not generate #floor area compensation#.

Grandfathered tenant

A "grandfathered tenant" is any #household# that:

- (a) occupied an #affordable housing unit# in #preservation affordable housing# or #substantial rehabilitation affordable housing# on the #regulatory agreement date# pursuant to a lease, occupancy agreement or statutory tenancy under which one or more members of such #household# was a primary tenant of such #affordable housing unit#; and
- (b) has not been certified by the #administering agent# to have an annual income below the #low income limit#, #moderate income limit# or #middle income limit#, as applicable to such #affordable housing unit#; or
- (c) in #homeownership preservation affordable housing# or #homeownership substantial rehabilitation affordable housing#, has been certified by the #administering agent# to have an annual income below the #low income limit#, #moderate income limit# or #middle income limit#, as applicable to such #affordable housing unit#, but has elected not to purchase such #affordable housing unit#.

Guidelines

The "guidelines" are the guidelines adopted by #HPD# pursuant to paragraph (k) of Section 23-96 (Requirements for Generating Sites).

Household

Prior to #initial occupancy# of an #affordable housing unit#, a "household" is, collectively, all of the persons intending to occupy such #affordable housing unit# at #initial occupancy#. After #initial occupancy# of an #affordable housing unit#, a "household" is, collectively, all of the persons occupying such #affordable housing unit#.

HPD

"HPD" is the Department of Housing Preservation and Development or its successor agency or designee, acting by or through its Commissioner or his or her designee.

Income index

The "income index" is 125 percent of the income ceiling established by the U.S. Department of Housing and Urban Development (HUD) pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended, for low-income families receiving housing assistance payments in New York City, as adjusted for #household# size. #HPD# shall adjust such figure for the number of persons in a #household# in accordance with such methodology as may be specified by HUD or in the #guidelines#. #HPD# may round such figure to the nearest 50 dollars or in accordance with such methodology as may be specified by #HUD# or in the #guidelines#. If HUD ceases to establish, or changes the standards or methodology for the establishment of, such income ceiling or ceases to establish the methodology for adjusting such figure for #household# size, the standards and methodology for establishment of the #income index# shall be specified in the #guidelines#, in a manner consistent with the standards and methodology in effect on [date of enactment].

Initial occupancy

"Initial occupancy" is:

- (a) in rental #affordable housing#, the first date upon which a particular #household# occupies a particular #affordable housing unit# as a tenant, and shall not refer to any subsequent renewal lease of the same #affordable housing unit# to the same tenant #household#; or
- (b) in #homeownership affordable housing#, the first date upon which a particular #household# occupies a particular #affordable housing unit# as a #homeowner#.

For any #household# occupying an #affordable housing unit# of #preservation affordable housing# or #substantial rehabilitation affordable housing# on the #regulatory agreement date#, "initial occupancy" is the #regulatory agreement date#.

Low income floor area

The "low income floor area" is the #affordable floor area# that is provided for #low income households# or, upon #resale# as defined in Section 23-913, #eligible buyers#.

Low income household

A "low income household" is a #household# having an income less than or equal to the #low income limit# at #initial occupancy#, except that, with regard to #low income floor area# within #preservation affordable housing# or #substantial rehabilitation affordable housing#, a #grandfathered tenant# shall also be a #low income household#.

Low income limit

The "low income limit" is 80 percent of the #income index#.

Middle income floor area

The "middle income floor area" is the #affordable floor area# that is provided for #middle income households# or, upon #resale# as defined in Section 23-913, for #eligible buyers#.

Middle income household

A "middle income household" is a #household# having an income greater than the #moderate income limit# and less than or equal to the #middle income limit# at #initial occupancy#, except that, with regard to #middle income floor area# within #substantial rehabilitation affordable housing#, a #grandfathered tenant# shall also be a #middle income household#.

Middle income limit

The "middle income limit" is 175 percent of the #income index#.

Moderate income floor area

The "moderate income floor area" is the #affordable floor area# that is provided for #moderate income households# or, upon #resale# as defined in Section 23-913, for #eligible buyers#.

Moderate income household

A "moderate income household" is a #household# having an income greater than the #low income limit# and less than or equal to the #moderate income limit# at #initial occupancy#, except that, with regard to #moderate income floor area# within #substantial rehabilitation affordable housing#, a #grandfathered tenant# shall also be a #moderate income household#.

Moderate income limit

The "moderate income limit" is 125 percent of the #income index#.

New construction affordable housing

"New construction affordable housing" is #affordable housing# that:

- (a) is located in a #building# or portion thereof that did not exist on a date which is 36 months prior to the #regulatory agreement date#;
- (b) is located in #floor area# for which the Department of Buildings first issued a temporary or permanent certificate of occupancy on or after the #regulatory agreement date#; and
- (c) complies with such additional criteria as may be specified by #HPD# in the #guidelines#.

Permit notice

A "permit notice" is a notice from #HPD# to the Department of Buildings stating that building permits may be issued to a #compensated development# to utilize #floor area compensation# from all or a portion of the #affordable floor area# on a #generating site#. Any #permit notice# shall:

- (a) state the amount of #low income floor area#, #moderate income floor area#, or #middle income floor area# attributable to such #generating site#;
- (b) state whether the #affordable housing# comprising such #low income floor area#, #moderate income floor area#, or #middle income floor area# is #new construction affordable housing#, #substantial rehabilitation affordable housing# or #preservation affordable housing#;
- (c) state whether the #affordable housing# comprising such #low income floor area#, #moderate income floor area#, or #middle income floor area# has utilized #public funding#; and
- (d) specify the amount of such #affordable housing# that the #compensated development# may utilize to generate #floor area compensation#.

Preservation affordable housing

"Preservation affordable housing" is #affordable housing# that:

- (a) is a #generating site# that existed and was legally permitted to be occupied on the #regulatory agreement date#, except as permitted in the #guidelines#; and
- (b) complies with the provisions of Section 23-961(e) (Special requirements for rental #preservation affordable housing#) or Section 23-962(f) (Special requirements for #homeownership preservation affordable housing#), as applicable.

Public funding

"Public funding" is any grant, loan or subsidy from any federal, state or local agency or instrumentality, including, but not limited to, the disposition of real property for less than market value, purchase money financing, construction financing, permanent financing, the utilization of bond proceeds and allocations of low income housing tax credits. "Public funding" shall not include the receipt of rent subsidies pursuant to Section 8 of the United States Housing Act of 1937, as amended, or an exemption or abatement of real property taxes pursuant to Section 420-a, Section 420-c, Section 421-a, Section 422, Section 488-a, or Section 489 of the Real Property Tax Law, Article XI of the Private Housing Finance Law or such other programs of full or partial exemption from or abatement of real property taxation as may be specified in the #guidelines#.

Regulatory agreement

A "regulatory agreement" is an agreement between #HPD# and the owner of the #affordable housing# that requires compliance with all applicable provisions of an #affordable housing plan#, Section 23-90 (INCLUSIONARY HOUSING), inclusive and the #guidelines#.

Regulatory agreement date

The "regulatory agreement date" is, with respect to any #affordable housing#, the date of execution of the applicable #regulatory agreement#. If a #regulatory agreement# is amended at any time, the "regulatory agreement date" is the original date of execution of such #regulatory agreement#, without regard to the date of any amendment.

Regulatory period

The "regulatory period" is, with respect to any #generating site#, the entire period of time during which any #floor area compensation# generated by the #affordable floor area# on such #generating site# is the subject of a permit, temporary certificate of occupancy or permanent certificate of occupancy issued by the Department of Buildings or is otherwise under construction or in #use# in a #compensated development#.

Substantial rehabilitation affordable housing

"Substantial rehabilitation affordable housing" is #affordable housing# that:

- (a) is a #generating site# that existed on the #regulatory agreement date#, and
- (b) complies with the provisions of Section 23-961(f) (Special requirements for rental #substantial rehabilitation affordable housing#) or Section 23-962(g) (Special requirements for homeownership substantial rehabilitation affordable housing), as applicable.

Super's unit

A "super's unit" is, in any #generating site#, not more than one #dwelling unit# or #rooming unit# that is reserved for occupancy by the superintendent of such #building#.

23-912**Definitions Applying to Rental Affordable Housing**

The following definitions shall apply to rental #affordable housing#:

Legal regulated rent

A "legal regulated rent" is, with respect to any #affordable housing unit#, the initial #monthly rent# registered with the Division of Housing and Community Renewal at #rent-up# in accordance with paragraph (b) of Section 23-961 (Additional Requirements for Rental Affordable Housing), as subsequently adjusted in accordance with #rent stabilization#.

Maximum monthly rent

The "maximum monthly rent" is:

- (a) 30 percent of the #low income limit# for an #affordable housing unit# restricted to occupancy by #low income households#, divided by 12, minus the amount of any applicable #utility allowance#; and

- (b) 30 percent of the #moderate income limit# for an #affordable housing unit# restricted to occupancy by #moderate income households#, divided by 12, minus the amount of any applicable #utility allowance#; and
- (c) 30 percent of the #middle income limit# for an #affordable housing unit# restricted to occupancy by #middle income households#, divided by 12, minus the amount of any applicable #utility allowance#.

Monthly Rent

The "monthly rent" is the monthly amount charged, pursuant to paragraph (b) of Section 23-961 (Additional Requirements for Rental Affordable Housing), to a tenant in an #affordable housing unit#.

Rent stabilization

"Rent stabilization" is the Rent Stabilization Law of 1969 and the Emergency Tenant Protection Act of 1974 and all regulations promulgated pursuant thereto or in connection therewith. If the Rent Stabilization Law of 1969 or the Emergency Tenant Protection Act of 1974 is repealed, invalidated or allowed to expire, "rent stabilization" shall be defined as set forth in the #guidelines#.

Rent-up

"Rent-up" is the first rental of vacant #affordable housing units# on or after the #regulatory agreement date#, except that, where one or more #affordable housing units# in #preservation affordable housing# or #substantial rehabilitation affordable housing# were occupied by #grandfathered tenants# on the #regulatory agreement date#, "rent-up" shall have the same meaning as #regulatory agreement date#.

Rent-up date

The "rent-up date" is the date upon which leases for a percentage of vacant #affordable housing units# set forth in the #guidelines# have been executed, except that, where one or more #affordable housing units# in #preservation affordable housing# or #substantial rehabilitation affordable housing# were occupied by #grandfathered tenants# on the #regulatory agreement date#, the "rent-up date" is the #regulatory agreement date#.

Supportive housing project

A "supportive housing project" is a non-profit institution with sleeping accommodations as specified in Section 22-13 (Use Group 3), where:

- (a) 100 percent of the #supportive housing units# within such #generating site#, have been restricted to use as #affordable housing# for persons with special needs pursuant to a #regulatory agreement#; and
- (b) such #generating site# does not contain any #dwelling unit# or #rooming unit# that is not #accessory#; and
- (c) such #generating site# is not a #compensated development#.

Supportive housing unit

A "supportive housing unit" is #floor area# in a #supportive housing project# that consists of sleeping quarters for persons with special needs and any private living space appurtenant thereto.

Utility allowance

A "utility allowance" is a monthly allowance set by #HPD# for the payment of utilities where the tenant of an #affordable housing unit# is required to pay all or a portion of the utility costs with respect to such #affordable housing unit# in addition to any payments of #monthly rent#.

23-913**Definitions Applying to Homeownership Affordable Housing**

The following definitions shall apply to #homeownership affordable housing#, where #homeownership# is as defined in this Section 23-913:

Appreciated price

The "appreciated price" for any #homeownership affordable housing unit# is the #initial price# of such #homeownership affordable housing unit# plus the product of such #initial price# and the #appreciation index# at the time of #resale#.

Appreciation cap

The "appreciation cap" is the #resale# price at which the combined cost of #monthly fees#, #mortgage payments#, utilities and property taxes to be paid by the #homeowner# would be equal to 30 percent of:

- (a) 125 percent of the #income index# for an #homeownership affordable housing unit# that was restricted to occupancy by #low income households# at #sale#; or
- (b) 175 percent of the #income index# for an #homeownership affordable housing unit# that was restricted to occupancy by #moderate income households# at #sale#; or
- (c) 200 percent of the #income index# for an #homeownership affordable housing unit# that was restricted to occupancy by #middle income households# at #sale#.

Appreciation Index

The “appreciation index” is a fraction expressing the permitted increase in the #resale# price of #homeownership affordable housing units#. The numerator of such fraction represents the percentage increase since the initial #sale# permitted pursuant to the annual rate of increase established by #HPD# for the #resale# price of #homeownership affordable housing units#, plus 100, and the denominator is 100. #HPD# shall initially set such annual rate of increase at 5 percent per year and may adjust such rate not more than once every two years in accordance with the #guidelines#.

Commencement date

The “commencement date” is the date upon which #sales# for a percentage of #homeownership affordable housing units# in a #generating site# set forth in the #guidelines# have been completed, except that, where one or more #homeownership affordable housing units# in #preservation affordable housing# or #substantial rehabilitation affordable housing# were occupied by #grandfathered tenants# on the #regulatory agreement date#, the “commencement date” is the #regulatory agreement date#.

Condominium Association

A “condominium association” is an organization of condominium #homeowners#, with a form of governance specified in the #guidelines#, that manages the common areas and #capital elements# of a #generating site#.

Cooperative corporation

A “cooperative corporation” is any corporation organized exclusively for the purpose of providing housing accommodations to shareholders who are persons or families entitled, by reason of ownership of shares in such corporation, to residential occupancy.

Down Payment

The “down payment” is a payment that is not secured by any form of debt, made on or before the #sale date# by the #eligible buyer# approved by the #administering agent# to purchase an #homeownership affordable housing unit#.

Eligible Buyer

An “eligible buyer” is a #household# that qualifies to buy a specific #homeownership affordable housing unit#. Such a #household# shall:

- (a) _____ except in the case of #succession#:
- (i) _____ be, at initial #sale#, a #low income household#, #moderate income household#, or #middle income household# for which, at the #initial price#, the combined cost of #monthly fees#, #mortgage payments#, utilities and property taxes that would be paid for a #homeownership affordable housing unit# is not more than 35 percent and not less than 25 percent of such #household's# income; or
- (ii) _____ be, at #resale#, in the case of an #affordable housing unit# initially limited to #sale# to a #low income household#, #moderate income household#, or #middle income households#, any #household# for which, at the #maximum resale price#, the combined cost of #monthly fees#, #mortgage payments#, utilities and property taxes that would be paid for a #homeownership affordable housing unit# is not more than 35 percent and not less than 25 percent of such #household's# income;
- (iii) _____ have cash or equivalent assets that are at least equal to the required #down payment# for such #affordable housing unit#; and
- (iv) _____ meet such additional eligibility requirements as may be specified in the #guidelines#.
- (b) _____ in the case of #succession#:
- (i) _____ have an income no greater than product of the #low income limit#, #moderate income limit# or #middle income limit#, as applicable to the #homeownership affordable housing unit# at #initial sale#, and taking into account any subsequent adjustments, multiplied by the #appreciation index#, and
- (ii) _____ meet such additional eligibility requirements as may be specified in the #guidelines#.

A #grandfathered tenant# is not an #eligible buyer# unless such #grandfathered tenant# has been certified by the #administering agent# to have an annual income at or below the #low income limit#, #moderate income limit# or #middle income limit#, as applicable to such #homeownership affordable housing unit#.

Family Member

“Family member” shall have the meaning set forth in the #guidelines#.

Homeowner

A “homeowner” is a person or persons who:

- (a) _____ owns a condominium #homeownership affordable housing unit# and occupies such condominium #homeownership affordable housing unit# in accordance with owner occupancy requirements set forth in the #guidelines#, or
- (b) _____ owns shares in a #cooperative corporation#, holds a proprietary lease for an #homeownership affordable housing unit# owned by such #cooperative corporation# and occupies such #homeownership affordable housing unit# in accordance with owner occupancy requirements set forth in the #guidelines#.

Homeownership

“Homeownership” is a form of tenure for housing, including #dwelling units# occupied by either the owner as a separate condominium, a shareholder in a #cooperative corporation# pursuant to the terms of a proprietary lease, a #grandfathered tenant# or an authorized sublettor pursuant to the #guidelines#.

Initial price

The “initial price” is the price at which a #homeownership affordable housing unit# may be offered for #sale# for the first time pursuant to a #regulatory agreement#.

Maximum resale price

The #maximum resale price# for a #homeownership affordable housing unit# is the lesser of the #appreciated price# or the #appreciation cap# for such #homeownership affordable housing unit#.

Monthly Fees

The “monthly fees” are any payments charged to a #homeowner# by a #cooperative corporation# or #condominium association# to provide for the reimbursement of the applicable #homeownership affordable housing unit#'s share of the expenses of such #cooperative corporation# or #condominium association# as permitted by the #regulatory agreement#.

Mortgage

An “mortgage” is a mortgage loan, or a loan to purchase shares in a #cooperative corporation#, that has been approved by the #administering agent# and that has a fixed rate of interest, a term of at least 30 years, a value not exceeding 90 percent of the #sale# price of such #homeownership affordable housing unit# at the time of the initial #sale# or 90 percent of the #maximum resale price# of such #homeownership affordable housing unit# at any time after the initial #sale#, and that is otherwise in compliance with the #guidelines#.

Mortgage Payment

The “mortgage payment” is any monthly repayment of principal and interest on a #mortgage#.

Resale

A “resale” is any transfer of title to a condominium #homeownership affordable housing unit# after the first #sale# or any transfer of ownership of the shares in a #cooperative corporation# which are appurtenant to an #homeownership affordable housing unit# after the first #sale#.

Sale

A “sale” is the first transfer of title to a condominium #homeownership affordable housing unit# or the first transfer of ownership of the shares in a #cooperative corporation# which are appurtenant to an #homeownership affordable housing unit# on or after the #regulatory agreement date#.

Sale date

A “sale date” is the date of the #sale# or #resale# of any #homeownership affordable housing unit#. However, for #homeownership affordable housing units# in #preservation affordable housing# or #substantial rehabilitation affordable housing# occupied by #grandfathered tenants# on the #regulatory agreement date#, the initial #sale date# shall be the #regulatory agreement date#.

Succession

“Succession” is a #resale# from a #homeowner# to a #family member# of such #homeowner#.

23-92**General Provisions**

The Inclusionary Housing Program is established to promote the creation and preservation of housing for residents with varied incomes in redeveloping neighborhoods and thus to promote the general welfare. The requirements of this program are set forth in this Section 23-90 (INCLUSIONARY HOUSING), inclusive.

Wherever the provisions of this Section 23-90 (INCLUSIONARY HOUSING), inclusive, provide that approval is required, #HPD# may specify the form of such approval in the #guidelines#.

23-93**Applicability****23-931****Lower income housing plans approved prior to (date of enactment)**

Any #lower income housing plan#, as defined by Section 23-93 of this Resolution prior to (date of enactment), that has been approved by #HPD# prior to such date, and results, within one year after such approval, in the execution of a restrictive declaration pursuant to Section 23-95(e), as such Section existed prior to (date of enactment), shall be governed solely by the regulations in effect prior to (date of enactment) unless a #regulatory agreement# with respect thereto specifically provides to the contrary. However, Sections 23-954(b) and (c) shall apply to any permits or certificates of occupancy for #compensated developments# issued on or after (date of enactment).

The #floor area ratio# of a #compensated development# may be increased in exchange for #lower income housing#, pursuant to a #lower income housing plan#, as both terms were defined by Section 23-93 of this Resolution prior to (date of enactment), provided such #lower income housing# complies with all applicable provisions of Section 23-90 (INCLUSIONARY HOUSING) in effect prior to (date of enactment), except as provided in this Section. Where such a #compensated development# is located in an R10 district outside of #Inclusionary Housing designated areas#, the provisions of Section 23-951 (Floor area compensation in R10 districts other than Inclusionary Housing designated areas) shall not apply, and paragraph (a) of Section 23-94 (Floor Area Compensation) as such section existed prior to (date of enactment) shall apply.

Any previously approved #lower income housing plan#, as such term was defined prior to (date of enactment), and any legal document related thereto, may be modified by #HPD#, to apply the provisions of Section 23-961(b) (Monthly Rent) to such #lower income housing plan#.

23-932**R10 Districts**

The Inclusionary Housing Program shall apply in all R10 Districts located in #Inclusionary Housing designated areas#, subject to the provisions of Section 23-952. The Inclusionary Housing Program shall apply in all other R10 Districts, subject to the provisions of Section 23-951 (In R10 Districts other than Inclusionary Housing designated areas), as applicable.

23-933**Inclusionary housing designated areas**

The Inclusionary Housing Program shall apply in #inclusionary housing designated areas#.

The Inclusionary Housing Program shall also apply in special purpose districts when specific zoning districts or areas are defined as #Inclusionary Housing designated areas# within the special purpose district.

#Inclusionary Housing designated areas# are listed in Appendix A of this Chapter.

23-94**Methods of Providing Affordable Housing**

- (a) _____ #Affordable housing# shall be either #new construction affordable housing#, #substantial rehabilitation affordable housing# or #preservation affordable housing#.
- (b) _____ When determining whether #affordable housing# is #new construction affordable housing#, #substantial rehabilitation affordable housing# or #preservation affordable housing# in order to calculate #floor area compensation#, or when making a determination of which #building# or #building segment# constitutes a #generating site#, #HPD# may separately consider each #building# or #building segment# on a #zoning lot#. Where any such #building# consists of two or more contiguous sections separated by walls or other barriers, #HPD# may consider all relevant facts and circumstances when determining whether to consider the sections of such #building# separately or collectively, including, but not limited to, whether such sections share systems, utilities, entrances, common areas or other common elements and whether such sections have separate deeds, ownership, tax lots, certificates of occupancy, independent entrances, independent addresses or other evidence of independent functional use.
- (c) _____ The amount of #affordable floor area# in any #generating site# shall be determined based upon plans for such #generating site# which have been approved by the Department of Buildings and which indicate thereon the amount of #floor area# devoted to #affordable housing# and the amount of #floor area# devoted to other #residential# uses. However, for #generating sites# where the Department of Buildings does not require #floor area# calculations, the amount of #affordable floor area# shall be determined by methods specified in the guidelines.
- (d) _____ The amount of #low income#, #moderate income# and #middle income floor area# in a #generating site# shall be determined in the same manner as the calculation of #affordable floor area#.
- (e) _____ #Affordable housing units# shall be either rental #affordable housing# or #homeownership affordable housing#.

23-95
Floor Area Compensation
Compensated Zoning Lots

23-041951
Floor area compensation in R10 districts other than
Inclusionary Housing designated areas

The residential floor area ratio of a compensated zoning
lot development may be increased from 10.0 to a maximum
of 12.0 at the rate set forth in this Section, if the developer
of such compensated zoning lot development provides lower
income affordable housing that is restricted to low income
floor area pursuant to Section 23-95 (Lower Income Housing
Requirements).

For each square foot of floor area provided for lower
income a type of affordable housing listed in Column A and
which meets the requirements set forth in Section 23-95, the
floor area of the compensated zoning lot development may
be increased by the number of square feet set forth in
Column B. Any generating site for which public funding
has been received within the 15 years preceding the
regulatory agreement date, or for which public funding
is committed to be provided subsequent to such date, shall be
deemed to be provided with public funding.

OPTIONS

Table with 2 columns: Column A, Column B. Rows include On-site Without public funding, New Construction Affordable Housing, Substantial Rehabilitation Affordable Housing, etc.

Public sites are those made available for this program by
a public agency at nominal cost.

Each structure erected and recorded as a separate building
at the Department of Buildings as of January 1, 1987, may be
considered individually in determining if lower income
housing provided pursuant to this program shall be
considered as substantial rehabilitation or preservation.

23-9452
Floor area compensation in Inclusionary Housing
designated areas

The provisions of this Section shall apply in the
Inclusionary Housing designated areas set forth in Section
23-922, except within Waterfront Access Plan BK 1 and in
R7-3 Districts within Community District 1, Borough of
Brooklyn.

(a) Maximum residential floor area ratio#

The residential floor area# of a development# or
enlargement# zoning lot# may not exceed the
base floor area ratio# set forth in the following
table, except that such floor area# may be
increased on a compensated zoning lot# by one
and one quarter 1.25 square feet for each square
foot of low income floor area# provided for lower
income, up to the maximum floor area ratio#
specified in the table. However, the amount of
lower income low income floor area# required to
receive such bonus floor area compensation# need
not exceed 20 percent of the total floor area#,
exclusive of ground floor non-residential floor
area#, in on the building compensated zoning lot#.
In addition, the following rules shall apply:

Table with 3 columns: District, Base floor area ratio#, Maximum floor area ratio#. Rows include R6*, R6**, R6A, R6B, R7A, R7D, R7X, R8, R8A, R9, R9A, R10.

* for zoning lots#, or portions thereof, beyond 100
feet of a wide street#

** for zoning lots#, or portions thereof, within 100
feet of a wide street#

(b) Height and setback

(1) Except in Special Mixed Use Districts#,
the compensated building# must be
developed# or enlarged# pursuant to
the height and setback regulations of
Sections 23-633 (Street wall location and
height and setback regulations in certain
districts) or 35-24 (Special Street Wall
Location and Height and Setback
Regulations in Certain Districts), as
applicable.

(2) In Special Mixed Use Districts#, where
the residence district# designation has a
letter suffix, the compensated building#

must be developed# or enlarged#
pursuant to paragraph (b) of Section 123-
662 (All buildings in Special Mixed Use
Districts with R6, R7, R8, R9 and R10
District designations). Where the
residence district# designation does not
have a letter suffix, the compensated
building# must be developed# or
enlarged# pursuant to the height and
setback regulations of Section 23-633
regardless of whether the building# is
developed# or enlarged# pursuant to
the Quality Housing Program.

(c) Lower income housing# requirements

The lower income housing# must be provided in accordance
with the provisions set forth in Section 23-95 (Lower Income
Housing Requirements).

23-953
Special floor area compensation provisions in specified
areas

(ad) Optional provisions for general large-scale
developments# in C4-6 or C5 Districts

Within a general large-scale development# in a
C4-6 or C5 District, the special optional regulations
as set forth in this paragraph (a)(d), inclusive,
modify the provisions of paragraphs (a) and (c) of
this Section, Section 23-93 (Definitions) and Section
23-95 (Lower Income Housing Requirements)952
(In inclusionary housing designated areas):

(1) For the purposes of this paragraph, (d),
inclusive, the definitions of moderate
income household# and fair rent# in
Section 92-231 (Definitions) shall apply.

Moderate income housing# shall be
defined as standard units# occupied or to
be occupied by moderate income
households#, and middle income
housing# shall be defined as standard
units# occupied or to be occupied by
middle income households#. Moderate
income housing# and middle income
housing# shall be considered lower
income housing# for the purposes of the
definition of lower income housing plan#
in Section 23-93.

(2) The residential floor area# of a
development# or enlargement# may not
exceed the base floor area ratio# set
forth in the table in Section 23-942,
except that the floor area# of a
development# or enlargement# may be
increased up to the maximum floor area
ratio# specified in the table in 23-942, as
follows:

(i) the floor area# of a development# or
enlargement# may be increased by one
and one quarter square feet for each
square foot of floor area# provided for
lower income housing#;

(ii) the floor area# of a development# or
enlargement# may be further increased
by 0.833 square feet for each one square
foot of moderate income floor area#
provided for moderate income housing#,
or by 0.625 square feet for each one
square foot of middle income floor area#
provided for middle income, provided
that for each square foot of such floor
area compensation# increase pursuant to
this paragraph, (d)(2)(ii), there is one
square foot of floor area compensation#
increase pursuant to paragraph (d)(2)(i) of
this Section 23-952;

(iii)(2) However, the amount of affordable
lower income housing# moderate income
housing# and middle income housing#
required to receive such bonus floor area
compensation# need not exceed the
amounts specified in this paragraph
(a)(2)(iii). If affordable housing# is
provided for both low income and
moderate income housing# and lower
income housing# are provided
households#, the amount of moderate
income housing floor area# need not
exceed 15 percent of the total floor
area#, exclusive of ground floor non-
residential floor area#, on the zoning
lot#, provided that the amount of lower
income housing floor area# is at
least 10 percent of the total floor area#,
exclusive of ground floor non-residential
floor area#, on the zoning lot#. If
affordable housing# is provided for both
middle income housing households# and
lower income housing# are provided
households#, the amount of middle
income housing floor area# need not
exceed 20 percent of the total floor
area#, exclusive of ground floor non-
residential floor area#, on the zoning
lot#, provided that the amount of lower
income low income floor area# is at least
10 percent of the total floor area#,
exclusive of ground floor non-residential
floor area#, on the zoning lot#.

For the purposes of this paragraph (a), inclusive, low income
floor area# may be considered moderate income floor area#
or middle income floor area#, and moderate income floor
area# may be considered middle income floor area#.

(3) The lower income housing# must be provided in
accordance with the provisions set forth in Section
23-95 (Lower Income Housing Requirements),
except that:

(i) the provisions of paragraphs (a),
(b) and (c)(i) of Section 93-233
shall apply; and

(ii) moderate income housing# and
middle income housing# shall
be considered lower income
housing# for the purposes of
Sections 23-951, 23-952 and 23-
953.

(b) Within R6 and R8 districts in Waterfront Access
Plan BK-1 and R7-3 Districts within Community
District 1, Borough of Brooklyn, affordable
housing# may be provided that is restricted to
moderate income floor area#, in accordance with
the provisions of Section 62-352.

(c) Within the Special Hudson Yards District# and
the Special West Chelsea District#, affordable
housing# may be provided that is restricted to
moderate income floor area# or middle income
floor area#, in accordance with the provisions of
Sections 93-23 and 98-26, respectively.

(d) Within the Special West Chelsea District#,
conversions of non-residential buildings#, or
portions thereof, to dwelling units#, that exceed
the maximum floor area ratio# specified in Section
98-22, shall be subject to the provisions of Section
23-90 (INCLUSIONARY HOUSING), inclusive, as
modified by Section 98-26.

23-954
Additional requirements for compensated developments

(a) Height and setback in inclusionary housing
designated areas#

(1) In inclusionary housing designated
areas#, except within Special Mixed Use
Districts#, the compensated
development# must comply with the
height and setback regulations of Sections
23-633 (Street wall location and height
and setback regulations in certain
districts) or 35-24 (Special Street Wall
Location and Height and Setback
Regulations in Certain Districts), as
applicable.

(2) In inclusionary housing designated
areas# within Special Mixed Use
Districts#, where the residence district#
designation has a letter suffix, the
compensated development# must comply
with the provisions of paragraph (b) of
Section 123-662 (All buildings in Special
Mixed Use Districts with R6, R7, R8, R9
and R10 District designations). Where the
residence district# designation does not
have a letter suffix, the compensated
development# must comply with the
height and setback regulations of Section
23-633 regardless of whether the
building# is developed# or enlarged#
pursuant to the Quality Housing
Program.

(b) Compensated Development Building Permits

(1) HPD# may issue a permit notice# to
the Department of Buildings at any time
on or after the regulatory agreement
date#. The Department of Buildings may
thereafter issue building permits to a
compensated development# that utilizes
floor area compensation# based on the
affordable housing# described in such
permit notice#.

(2) If HPD# does not receive confirmation
that the regulatory agreement# has been
recorded within 45 days after the later of
(i) the regulatory agreement date#, or (ii)
the date upon which HPD# authorizes
the recording of the regulatory
agreement#, HPD# shall suspend or
revoke such permit notice#, notify the
Department of Buildings of such
suspension or revocation and not
reinstate such permit notice# or issue
any new permit notice# until HPD#
receives confirmation that the regulatory
agreement# has been recorded. Upon
receipt of notice from HPD# that a
permit notice# has been suspended or
revoked, the Department of Buildings
shall suspend or revoke each building
permit issued pursuant to such permit
notice# which is then in effect for any
compensated development#.

(c) Compensated Development Certificates of
Occupancy

(1) The Department of Buildings shall not

issue a temporary or permanent certificate of occupancy for any portion of the #compensated development# that utilizes #floor area compensation# until #HPD# has issued a #completion notice# with respect to the #affordable housing# that generates such #floor area compensation#. However, where any #story# of a #compensated development# contains one or more #affordable housing units#, the Department of Buildings may issue any temporary or permanent certificate of occupancy for such #story# if such temporary or permanent certificate of occupancy either includes each #affordable housing unit# located in such #story# or only includes #dwelling units# or #rooming units# that are #affordable housing units#. Nothing in the preceding sentence shall be deemed to prohibit the granting of a temporary or permanent certificate of occupancy for a #super's unit#.

(2) #HPD# shall not issue a #completion notice# with respect to any portion of any #generating site# unless:

(i) the Department of Buildings has issued temporary or permanent certificates of occupancy for all #affordable housing# described in such #completion notice# and such certificates of occupancy have not expired, been suspended or been revoked, or

(ii) where a #generating site# contains #affordable housing# that had a valid certificate of occupancy on the #regulatory agreement date# and no new temporary or permanent certificate of occupancy is thereafter required for the creation of such #affordable housing#, #HPD# has determined that all renovation and repair work required by the applicable #regulatory agreement# has been completed and all obligations with respect to the creation of such #affordable housing# have been fulfilled in accordance with the applicable #regulatory agreement#.

23-956 Lower Income Housing Requirements for Generating Sites

To qualify for the increased #floor area#, #compensated developments# must provide #lower income housing# for the life of the increased #floor area# in the #compensated development# pursuant to one or more of the options listed in Sections 23-051, 23-052 and 23-053, and such #lower income housing# must meet each of the following requirements:

(a) Standards

All #lower income housing# shall be in #standard units#. Except in #buildings# in which all #standard units# are occupied by #lower income housing#, the #floor area# devoted to #lower income housing# shall be considered only the #floor area# within the perimeter walls of the #standard units# of the #lower income housing# and a pro rata share of the common areas of the #building# exclusive of those common areas for which a fee is charged to #lower income households# for its use. In #buildings# in which all of the #standard units# are occupied by #lower income housing#, all of the #residential floor area# shall be considered as devoted to #lower income housing#.

(b) Tenant selection

All incoming households of #standard units# in #lower income housing# must be #lower income households#.

Sublessees of a #lower income household# must also be #lower income households#. The #administering agent# shall verify the income of such sublessee households prior to their occupancy of the #lower income housing#, to assure that such households are #lower income households#. On and after the issuance of a certificate of occupancy for #lower income housing#, the #administering agent# shall have a duty:

(1) to maintain in a habitable condition all #lower income housing#; and

(2) to rent such housing to #lower income households#.

This duty to rent shall be satisfied by the #administering agent#, if such agent has in fact rented all such units to #lower income households# or has, in good faith, made a continuing public offer to rent such units at rents no greater than the rents authorized by this program or otherwise at law.

(c) Rent levels

All #standard units# in #lower income housing# shall be rented at #fair rents#. The total average annual rent for all #lower income housing# approved pursuant to a #lower income housing plan# shall not exceed an amount equal to the reasonable maintenance, operation, administration and contingency costs for such year as determined by the Commissioner of the Department of Housing Preservation and Development.

(d) Income verification

Prior to renting #lower income housing#, the #administering agent# shall verify the income of each household to occupy such housing, to assure that the households are #lower income households#. The #administering agent# shall submit an affidavit to the Commissioner of Housing Preservation and Development upon initial occupancy and annually thereafter attesting that all incoming occupants of #lower income housing# are #lower income households#.

(e) Lower income housing plan

A #lower income housing plan# acceptable to the Commissioner of Housing Preservation and Development shall be prepared and followed by the developer.

Such plan shall include the building plans, indicate the #floor area# devoted to #lower income housing# and shall demonstrate the feasibility of creating and maintaining the specified #lower income housing# required in accordance with the Inclusionary Housing program, including demonstrating that:

(1) the #lower income housing# will be managed and operated by a responsible #administering agent#;

(2) there will be sufficient income to provide for adequate maintenance, operation and administration of the #lower income housing#; and

(3) tenant selection will be on an equitable, non-discriminatory basis and achieves a reasonable range of tenant incomes within the permitted income levels and rent levels established pursuant to this program.

A restrictive declaration, satisfactory to the Commissioner of Housing Preservation and Development, shall be recorded against the #zoning lot# on which the #lower income housing# is constructed and shall set forth the obligations, running with such #zoning lot#, of the owner and all its successors in interest to provide #lower income housing# in accordance with the #lower income housing plan#. The #lower income housing plan# shall be incorporated by reference into the restrictive declaration, and attached as an exhibit thereto.

No later than the date on which a #lower income housing plan# is first submitted to the Department of Housing Preservation and Development, a copy of the plan shall be submitted to the affected Community Board(s). Such Community Board(s) shall have 45 days to review said plan. No #lower income housing plan# shall be accepted by the Commissioner of Housing Preservation and Development during the Community Board review period.

A copy of any #lower income housing plan# that is accepted by the Commissioner of Housing Preservation and Development within 24 months of May 21, 1987, shall be furnished by the developer to the Department of City Planning immediately after such acceptance.

(f) Permits and certificates of occupancy

No building permit for the #compensated development# shall be issued until the Commissioner of Housing Preservation and Development certifies that an acceptable #lower income housing plan# has been filed and approved.

No temporary certificate of occupancy shall be issued for any part of the #compensated development# until a temporary certificate of occupancy for each unit of #lower income housing# has been issued or, in #R6, R7 and R8 designated areas#, if the #building# has a valid certificate of occupancy and no new certificate of occupancy is required under the preservation option, until the Commissioner has certified to the Department of Buildings that the applicant has fulfilled its obligations with respect to the #lower income housing#.

No permanent certificate of occupancy shall be issued for any part of the #compensated development# until a permanent certificate of occupancy for each unit of the #lower income housing# has been issued or, in #R6, R7 and R8 designated areas#, if the #building# has a valid certificate of occupancy and no new certificate of occupancy is required under the preservation option, until the Commissioner has certified to the Department of Buildings that the applicant has fulfilled its obligations with respect to the #lower income housing#. Prior to the issuance of any temporary or permanent certificate of occupancy for the #compensated development#, the Commissioner of Housing Preservation and Development shall certify that the #lower income housing# is in compliance with the #lower income housing plan#.

(g) Insurance

The #administering agent# of the #lower income housing# shall have said housing insured against

any damage or destruction in an amount equal to no less than the replacement value of such housing.

Any insurance proceeds received as a result of damage or destruction of all or part of such housing shall be used first for restoring such damaged or destroyed housing to #lower income housing#, free of violations under the New York City Building Code, the New York State Multiple Dwelling Law, the New York City Housing Maintenance Code and this Resolution. However, in #R6, R7 and R8 designated areas#, the Commissioner of Housing Preservation and Development may modify this requirement to provide priority for lenders participating in the financing of #lower income housing# that is assisted under City, State or Federal programs.

(h) Obligations for life of increased #floor area#

The obligation to provide a specified amount of #lower income housing# shall run with the #zoning lot# containing such #lower income housing# for the life of the increased #floor area# of the #compensated development#. In the event any portion of such housing is damaged or destroyed, no #floor area# may be replaced on said #zoning lot# unless such #floor area# contains the specified amount of #lower income housing#.

(i) Single #building# for #lower income housing#

Any #building# may contain #lower income housing# that satisfies the requirements of this program for more than one #compensated development#, provided that no #floor area# in the #lower income housing# is counted more than once in determining the amount of increased #floor area# for #compensated developments#.

(j) Subsequent compensation

The Commissioner of Housing Preservation and Development may certify that a #lower income housing plan# is in compliance with the requirements of this program and that #lower income housing# is in compliance with said plan prior to the filing of plans for a #compensated development#. #Developments# may subsequently be compensated with additional #floor area# under this program for such #lower income housing#.

(k) Applicability to rent regulation

Notwithstanding the provisions herein, no provision shall be applicable to tenants occupying units subject to the rent stabilization law or the rent control law, if such provision would be inconsistent with the rights of such tenants.

To provide for the effective implementation of the Inclusionary Housing program, guidelines consistent with and in furtherance of the purposes and intent of such program shall be adopted, and may be modified, as follows:

The Commissioner of Housing Preservation and Development shall develop guidelines for #lower income housing plans#, in consultation with the Board of Estimate, which shall be submitted to the Board of Estimate in time for consideration by the Board at its next regular meeting following the adoption of this Section. Such guidelines shall take effect as submitted, unless modified by the Board at the next meeting following such meeting, in which case the guidelines shall take effect as modified. The guidelines may be modified from time to time by the Commissioner of Housing Preservation and Development, provided, however, that the Commissioner of Housing Preservation and Development shall, within one year of initial adoption of the guidelines, submit the then existing guidelines to the Board, and the Board may, within thirty days of the first regular meeting following submission, modify such guidelines. If the Board does not modify such guidelines as herein provided, the then existing guidelines shall continue in effect. Thereafter, the Board may, not more frequently than once a year, request the Commissioner of Housing Preservation and Development to submit the then existing guidelines to the Board.

The Board may, within thirty days of the first regular meeting following submission modify such guidelines. If the Board does not modify such guidelines as herein provided, the then existing guidelines shall continue in effect. Any plan submitted to the Commissioner of Housing Preservation and Development under the then existing guidelines shall not be affected by any subsequent modification thereto.

23-051 On-site new construction option

To qualify for this option, the designated #lower income housing# shall meet the following requirements:

a) The #lower income housing# shall be located in newly constructed #floor area# in the #compensated development#. The #lower income housing# shall be maintained and leased to #lower income households# for the life of the increased #floor area#.

(b) #Dwelling units# designated as #lower income housing# shall be distributed throughout the #development#. No #story# shall contain more than two such units unless at least 80 percent of all

#stories# contains two such units. The size of the designated #lower income housing# units shall at least be distributed among the various size units in proportion to the total distribution of unit size within the #building# in the following categories of unit sizes:

- under 600 net square feet
- 600 – 749 net square feet
- 750 – 949 net square feet
- 950 – 1149 net square feet
- 1150 or more net square feet

In #Inclusionary Housing designated areas#, if the #lower income housing# is subject to the requirements of City, State or Federal programs assisting the #lower income housing# that have size and distribution requirements conflicting with the size and distribution requirements of this paragraph, (b); then the size and distribution requirements of this paragraph, (b), may be waived by the Commissioner of Housing Preservation and Development to facilitate the #development# of #lower income housing#.

23-052 Substantial rehabilitation and off-site new construction options

To qualify for one or more of these options, the designated #lower income housing# shall meet the following requirements:

- (a) The #lower income housing# shall be located either:
 - (1) within the same Community District as the #compensated development#; or
 - (2) within an adjacent Community District and within a one-half mile radius of the #compensated development#, except that #lower income housing# located within a one-half mile radius of a #compensated development# in Community District 1, Borough of Brooklyn, shall be located in an adjacent Community District in the Borough of Brooklyn.

For the new construction option the #lower income housing# shall be in a new #building#. For the substantial rehabilitation options, the #lower income housing# shall be in an existing #building# in which, prior to the submission of the #lower income housing plan# pursuant to this Section, any #residential# portion not in public ownership had been entirely vacant for not less than three years.

Furthermore, in # Inclusionary Housing designated areas#, the #administering agent# shall not be required to verify the income of households in tenancy, as of the date upon which the Commissioner of Housing Preservation and Development approves the #lower income housing plan#.

- (b) The #lower income housing# shall be maintained and leased to #lower income households# for the life of the increased #floor area#.
- (c) On site substantial rehabilitation units shall be those units on the same #zoning lot# as the #compensated development#.

23-053 Preservation option

To qualify for this option, the designated #lower income housing# shall meet the following requirements:

- (a) The #lower income housing# shall be located either:
 - (1) within the same Community District as the #compensated development#; or
 - (2) within an adjacent Community District and within a one-half mile radius of the #compensated development#, except that #lower income housing# located within a one-half mile radius of a #compensated development# in Community District 1, Borough of Brooklyn, shall be located in an adjacent Community District in the Borough of Brooklyn.

The #lower income housing# shall be in an existing occupied #residential# or #mixed building#. Only #standard units# occupied by #lower income households# shall be #lower income housing#. For each #standard unit# designated as #lower income housing# the #administering agent# shall verify the income of the household in tenancy.

Furthermore, in # Inclusionary Housing designated areas#, the #administering agent# shall not be required to verify the income of households in tenancy, as of the date upon which the Commissioner of Housing Preservation and Development approves the #lower income housing plan#.

- (b) Rent charged to #lower income households# shall not be increased to reflect the costs of any renovation made in order to qualify such units under the Inclusionary Housing program, even though such increases may be permitted under other laws regulating maximum rent levels in these units.
- (c) The Commissioner of Housing Preservation and Development may require any improvements to the #building# or to the housing necessary to ensure

that, with normal maintenance, the #lower income housing# will continue to provide a decent, safe and sanitary living environment for the life of the increased #floor area# in the #compensated development#.

- (d) The #lower income housing# shall be maintained and leased to #lower income households# for the life of the increased #floor area# in the #compensated development#.
- (e) The developer of a #compensated development# must demonstrate to the satisfaction of the Commissioner of Housing Preservation and Development that, for three years prior to the submission of the #lower income housing plan#, no harassment occurred that resulted in removal of previous tenants of units proposed to become #lower income housing# preserved pursuant to this Section.

#Affordable housing# in a #generating site# shall meet each of the requirements set forth in this Section for the entire #regulatory period#.

(a) Location of Generating Site and Compensated Zoning Lot

Where a #generating site# is not located within the #compensated zoning lot# for which it generates #floor area compensation#:

- (1) the #generating site# and the #compensated zoning lot# shall be located within the same Community District; or
- (2) the #generating site and the #compensated zoning lot# shall be located in adjacent Community Districts and within one-half mile of each other, measured from the perimeter of each #zoning lot#. However, where the #compensated zoning lot# is located in Community District 1, Borough of Brooklyn, such adjacent Community District shall be located in the Borough of Brooklyn; in the #Special Downtown Jamaica District#, #affordable housing# shall be located in accordance with the provisions of Section 115-211 (Special Inclusionary Housing regulations); and in the #Special Southern Hunters Point District#, #affordable housing# shall be located in accordance with the provisions of Section 125-22 (Newtown Creek Subdistrict).

(b) Distribution of Affordable Housing Units

In #new construction affordable housing# or #substantial rehabilitation affordable housing#, where one or more of the #dwelling units# or #rooming units# in a #generating site#, other than any #super's unit#, are not #affordable housing units#:

- (1) the #affordable housing units# shall be distributed on not less than 65 percent of the #residential stories# of such #generating site# or, if there are insufficient #affordable housing units# to comply with this requirement, the distribution of #affordable housing units# shall be as specified in the #guidelines#; and
- (2) not more than 33 percent of the #dwelling units# and #rooming units# on any #story# of such #generating site# shall be #affordable housing units#, unless not less than 33 percent of the #dwelling units# and #rooming units# on each #residential story# of such #generating site# are #affordable housing units#.

However, #HPD# may waive such distribution requirements for any #new construction affordable housing# that is participating in a federal, state or local program where such #generating site# cannot comply with both the regulations of such federal, state or local program and those of this Section. In addition, #HPD# may waive these requirements for #substantial rehabilitation affordable housing# as specified in the guidelines.

(c) Bedroom Mix of Affordable Housing Units

- (1) In #new construction affordable housing# and #substantial rehabilitation affordable housing#, where one or more of the #dwelling units# in a #generating site#, other than any #super's unit#, are not #affordable housing units#, either:
 - (i) the #dwelling units# in the #generating site# that are #affordable housing units# shall contain a bedroom mix at least proportional to the bedroom mix of the #dwelling units# in the #generating site#, other than any #super's unit#, that are not #affordable housing units#; or
 - (ii) not less than 50 percent of the #dwelling units# in the #generating site# that are #affordable housing units# shall contain two or more bedrooms

and not less than 75 percent of the #dwelling units# in the #generating site# that are #affordable housing units# shall contain one or more bedrooms.

However, #HPD# may waive such distribution requirements for any #new construction affordable housing# that either is participating in a federal, state or local program where such #generating site# cannot comply with both the regulations of such federal, state or local program and those of this Section; or is located on an #interior lot# or #through lot# with less than 50 feet of frontage along any #street# may waive these requirements for #substantial rehabilitation affordable housing# as specified in the guidelines.

- (2) Where all of the #dwelling units# in a #generating site#, other than any #super's unit#, in #new construction affordable housing# and #substantial rehabilitation affordable housing# are #affordable housing units#, not less than 50 percent of such #affordable housing units# shall contain two or more bedrooms and not less than 75 percent of such #affordable housing units# shall contain one or more bedrooms. However, #HPD# may waive these requirements for any #affordable housing# that is participating in a federal, state or local program where such #generating site# cannot comply with both the regulations of such federal, state or local program and those of this Section. In addition, #HPD# may waive these requirements for #substantial rehabilitation affordable housing#, as specified in the #guidelines#.

- (3) All of the #supportive housing units# in a #generating site# shall be #affordable housing units# and shall contain such configuration as #HPD# shall require.

(d) Size of Affordable Housing Units

- (1) In #new construction affordable housing# and #substantial rehabilitation affordable housing#, an #affordable housing unit# shall contain not less than:
 - (i) 400 square feet of #floor area# within the perimeter walls for a zero bedroom #dwelling unit#; or
 - (ii) 575 square feet of #floor area# within the perimeter walls for a one bedroom #dwelling unit#; or
 - (iii) 775 square feet of #floor area# within the perimeter walls for a two bedroom #dwelling unit#; or
 - (iv) 950 square feet of #floor area# within the perimeter walls for a three bedroom #dwelling unit#.

However, #HPD# may waive such distribution requirements for any #new construction affordable housing# that is participating in a federal, state or local program where such #generating site# cannot comply with both the regulations of such federal, state or local program and those of this Section. In addition, #HPD# may waive these requirements for #substantial rehabilitation affordable housing# as specified in the guidelines.

- (2) Where all of the #dwelling units# in a #generating site#, other than any #super's unit#, in #new construction# or #substantial rehabilitation affordable housing# are #affordable housing units#, #HPD# may waive such square footage requirements for any #affordable housing unit# that is participating in a federal, state or local program where such #generating site# cannot comply with both the regulations of such federal, state or local program and those of this Section. In addition, #HPD# may waive such square footage requirements for #substantial rehabilitation affordable housing#, as specified in the #guidelines#.
- (3) #Supportive housing units# shall comply with the size requirements specified by #HPD#.

(e) Administering Agent

- (1) #HPD# shall approve each #administering agent# and may revoke such approval at any time before or during the #regulatory period#.
- (2) An #administering agent# shall be a not-for-profit entity and shall not be, or be an affiliate of, an owner or managing agent of the #generating site#, unless #HPD# approves such owner, managing agent or

affiliate to serve as the #administering agent# upon a determination that either (i) the #affordable housing# is participating in a federal, state or local program that provides adequate independent means of ensuring compliance with the #regulatory agreement#, or (ii) the owner and any such managing agent or affiliate are not-for-profit entities and there are adequate safeguards to ensure that such entities comply with the #regulatory agreement#.

(3) For a period of time specified in the #guidelines#, the #administering agent# shall maintain all records setting forth the facts that form the basis of any affidavit submitted to #HPD#. The #administering agent# shall maintain such records, and such other records as #HPD# may require, at the offices of the #administering agent# or at such other location as may be approved by #HPD#. The #administering agent# shall make such records, and all facets of the operations of the #administering agent#, available for inspection and audit by #HPD# upon request.

(f) Regulatory Agreement

(1) The #regulatory agreement# shall require compliance with and shall incorporate by reference the #affordable housing plan# and the applicable provisions of this Zoning Resolution and the #guidelines# and shall contain such additional terms and conditions as #HPD# deems necessary.

(2) The #regulatory agreement# shall require that #HPD# be provided with documentation indicating the amount of #affordable floor area#. For #new construction affordable housing# or #substantial rehabilitation affordable housing#, such documentation shall include, but shall not be limited to, plans meeting the requirements of Section 23-94(c).

(3) The #regulatory agreement# shall be recorded against all tax lots comprising the the portion of the #zoning lot# within which the #generating site# is located and shall set forth the obligations, running with such tax lots, of the owner and all successors in interest to provide #affordable housing# in accordance with the #affordable housing plan# for the entire #regulatory period#.

(4) #Affordable housing# may serve to secure debt with the prior approval of #HPD#. Any lien securing such debt shall be subordinated to the #regulatory agreement#.

(5) The #regulatory agreement# may, but shall not be required to, provide that such #regulatory agreement# may be terminated prior to the issuance of a temporary or permanent certificate of occupancy for any #compensated development# by the Department of Buildings.

(6) Where all of the #dwelling units#, #rooming units# or #supportive housing units# in a #generating site#, other than any #super's unit#, are #affordable housing units#, the #regulatory agreement# shall provide that, following a default and any applicable opportunity to cure, #HPD# may, in addition to any other remedies provided therein or by applicable law,

(i) appoint a receiver to manage such #generating site# or

(ii) take control of the board of directors of any housing development fund company or not-for-profit corporation that owns, controls or operates such #generating site#.

(7) Where applicable in accordance with Section 23-96(g) (Monthly Rent), the #regulatory agreement# shall provide that certain obligations shall survive the #regulatory period#.

(g) Housing Standards

Upon the date that #HPD# issues the #completion notice#, the #generating site# shall be entirely free of violations of record issued by any city or state agency pursuant to the Multiple Dwelling Law, the Building Code, the Housing Maintenance Code and this Zoning Resolution, except as may be otherwise provided in the #guidelines# with respect to non-hazardous violations in occupied #affordable housing units# of #preservation affordable housing# or #substantial rehabilitation affordable housing#.

(h) Insurance

The #affordable housing# in a #generating site# shall at all times be insured against any damage or destruction in an amount not less than the replacement value of such #affordable housing#. Any insurance proceeds resulting from damage or destruction of all or part of the #generating site# containing such #affordable housing# shall be used first to restore any damaged or destroyed #affordable housing#, except that #HPD# may provide priority for lenders participating in the financing of #affordable housing# that is assisted under city, state or federal programs.

(i) Duration of Obligations

The obligation to provide and maintain a specified amount of #affordable housing# on a #generating site# shall run with the #zoning lot# containing such #generating site# for not less than the #regulatory period#. If any portion of such #affordable housing# is damaged or destroyed, no #floor area# shall be #developed#, reconstructed or repaired on such #zoning lot#, and no #development#, #enlargement#, extension or change of #use# shall occur on such #zoning lot#, unless

(1) the amount of such #floor area# devoted to #affordable housing# is not less than the #floor area# of the #affordable housing# that was damaged or destroyed, or

(2) one hundred percent of such #developed#, reconstructed or repaired #floor area# is #affordable housing#.

(j) One Generating Site May Satisfy Requirements for Multiple Compensated Zoning Lots

Any #generating site# may contain #affordable housing# that satisfies the requirements of this Section 23-90 (INCLUSIONARY HOUSING), inclusive, for more than one #compensated development#, provided that no #affordable floor area# shall be counted more than once in determining the amount of #floor area compensation# for such #compensated developments#.

(k) Guidelines

#HPD# shall adopt and may modify #guidelines# for the implementation of the provisions of this Section 23-90 (INCLUSIONARY HOUSING), inclusive.

**23-961
Additional Requirements for Rental Affordable Housing**

The following additional requirements shall apply # to rental #affordable housing# on a #generating site# for the entire #regulatory period#:

(a) Tenant Selection

(1) Upon #rent-up# and any subsequent vacancy for the entire #regulatory period#, #affordable housing units# shall only be leased to and occupied by #low income households#, #moderate income households# and #middle income households#, as applicable. No lease or sublease of an #affordable housing unit# shall be executed, and no tenant or subtenant shall commence occupancy of an #affordable housing unit#, without the prior approval of the #administering agent#.

(2) A tenant may, with the prior approval of the #administering agent#, sublet an #affordable housing unit# for not more than a total of two years, including the term of the proposed sublease, out of the four-year period preceding the termination date of the proposed sublease. The aggregate payments made by any sublessee in any calendar month shall not exceed the #monthly rent# that could be charged to the sublessor in accordance with the #regulatory agreement#.

(3) A #low income household# may rent an #affordable housing unit# that is restricted to occupancy by #moderate income# or #middle income households#, provided that the #administering agent# determines that such #low income household# is able to utilize rent subsidies pursuant to Section 8 of the United States Housing Act of 1937, as amended, to afford the applicable #monthly rent#.

(b) Monthly Rent

(1) The #regulatory agreement# shall provide that each #affordable housing unit# shall be registered with the Division of Housing and Community Renewal at the initial #monthly rent# established by #HPD# within 60 days following the #rent-up

date# and shall thereafter remain subject to #rent stabilization# for the entire #regulatory period# and thereafter until vacancy. However, the #regulatory agreement# may permit an alternative date by which any #affordable housing units# that are vacant on the #rent-up date# shall be registered with the Division of Housing and Community Renewal at the initial #monthly rent# established by #HPD#.

(i) However, any #affordable housing unit# of #preservation affordable housing# or #substantial rehabilitation affordable housing# that is both occupied by a #grandfathered tenant# and subject to the Emergency Housing Rent Control Law on the #regulatory agreement date# shall remain subject to the Emergency Housing Rent Control Law until the first vacancy following the #regulatory agreement date# and shall thereafter be subject to #rent stabilization# as provided herein.

(ii) The #regulatory agreement# shall provide that upon each annual registration of an #affordable housing unit# with the Division of Housing and Community Renewal, the #legal regulated rent# for such #affordable housing unit# shall be registered with the Division of Housing and Community Renewal at an amount not exceeding the #maximum monthly rent#, except as may be otherwise provided in the #guidelines# with respect to #affordable housing units# receiving project-based rental assistance pursuant to Section 8 of the United States Housing Act of 1937, as amended. However, the #regulatory agreement# shall provide that this requirement shall not apply to an #affordable housing unit# occupied by a #grandfathered tenant# until the first vacancy after the #regulatory agreement date#.

(2) The #regulatory agreement# shall provide that the #monthly rent# charged to the tenant of any #affordable housing unit# at #initial occupancy# and in each subsequent renewal lease shall not exceed the lesser of the #maximum monthly rent# or the #legal regulated rent#, except as may be otherwise provided in the #guidelines# with respect to #affordable housing units# receiving project-based rental assistance pursuant to Section 8 of the United States Housing Act of 1937, as amended. However, the #regulatory agreement# shall provide that these requirements shall not apply to an #affordable housing unit# occupied by a #grandfathered tenant#, until the first vacancy after the #regulatory agreement date#.

(3) Within 60 days following the #rent-up date#, the #administering agent# shall submit an affidavit to #HPD# attesting that the #monthly rent# registered and charged for each #affordable housing unit# complied with the applicable #monthly rent# requirements at the time of #initial occupancy#.

(4) Each year after #rent-up#, in the month specified in the #regulatory agreement# or the #guidelines#, the #administering agent# shall submit an affidavit to #HPD# attesting that each lease or sublease of an #affordable housing unit# or renewal thereof during the preceding year complied with the applicable #monthly rent# requirements at the time of execution of the lease or sublease or renewal thereof.

(5) The #regulatory agreement# shall provide that the lessor of an #affordable housing unit# shall not utilize any exemption or exclusion from any requirement of #rent stabilization# to which such lessor might otherwise be or become entitled with respect to such #affordable housing unit#, including, but not limited to, any exemption or exclusion from the rent limits, renewal lease requirements, registration requirements, or other provisions of #rent stabilization#, due to (i) the vacancy of a unit where the #legal regulated rent# exceeds a prescribed maximum amount, (ii) the fact that tenant income or the #legal regulated rent# exceeds prescribed maximum

amounts, (iii) the nature of the tenant, or (iv) any other reason.

(6) The #regulatory agreement# and each lease of an #affordable housing unit# shall contractually require the lessor of each #affordable housing unit# to grant all tenants the same rights that they would be entitled to under #rent stabilization# without regard to whether such #affordable housing unit# is statutorily subject to #rent stabilization#. If any court declares that #rent stabilization# is statutorily inapplicable to an #affordable housing unit#, such contractual rights shall thereafter continue in effect for the remainder of the #regulatory period#.

(7) The #regulatory agreement# shall provide that each #affordable housing unit# that is occupied by a tenant at the end of the #regulatory period# shall thereafter remain subject to #rent stabilization# for not less than the period of time that such tenant continues to occupy such #affordable housing unit#, except that any occupied #affordable housing unit# that is subject to the Emergency Housing Rent Control Law at the end of the #regulatory period# shall remain subject to the Emergency Housing Rent Control Law until the first vacancy.

(c) Income

(1) Each #affordable housing unit# shall be leased to and occupied by #low income households#, #moderate income households# or #middle income households#, as applicable, for the entire #regulatory period#.

(2) The #administering agent# shall verify the #household# income of the proposed tenant prior to leasing any vacant #affordable housing unit# in order to ensure that it is a #low income household#, #moderate income household# or #middle income household#, as applicable.

(3) Within 60 days following the #rent-up date#, the #administering agent# shall submit an affidavit to #HPD# attesting that each #household# occupying an #affordable housing unit# complied with the applicable income eligibility requirements at the time of #initial occupancy#.

(4) Each year after #rent-up#, in the month specified in the #regulatory agreement# or the #guidelines#, the #administering agent# shall submit an affidavit to #HPD# attesting that each #household# that commenced occupancy of a vacant #affordable housing unit# during the preceding year, and each #household# that subleased an #affordable housing unit# during the preceding year, complied with the applicable income eligibility requirements at the time of #initial occupancy#.

(d) Affordable Housing Plan

(1) An #affordable housing plan# shall designate the initial #administering agent#, include the agreement with the initial #administering agent#, state how #administering agents# may be removed, state how a new #administering agent# may be selected upon the removal or other departure of any #administering agent#, include the building plans, state the number and bedroom mix of the #affordable housing units# to be #developed#, rehabilitated or preserved, indicate how tenants will be selected at #rent-up# and upon each subsequent vacancy of an #affordable housing unit#, indicate how the #household# income of each prospective tenant will be verified prior to such #household#'s #initial occupancy# of an #affordable housing unit# and include such additional information as #HPD# deems necessary.

(2) An #affordable housing plan# shall demonstrate the feasibility of creating and maintaining #affordable housing# in accordance with this Section 23-90 (INCLUSIONARY HOUSING), inclusive, including that:

(i) there will be sufficient revenue to provide for adequate maintenance, operation and administration of the #affordable housing#;

(ii) #affordable housing units# will be leased to eligible #households# by a responsible #administering agent# at #rent-up# and upon each subsequent vacancy; and

(iii) tenants will be selected in an equitable manner in accordance with laws prohibiting discrimination and all other applicable laws.

(3) A copy of any proposed #affordable housing plan# shall be delivered to the affected Community Board, which may review such proposal and submit comments to #HPD#. #HPD# shall not approve a proposed #affordable housing plan# until the earlier of:

(i) the date that the affected Community Board submits comments regarding such proposal to #HPD# or informs #HPD# that such Community Board has no comments, or

(ii) 45 days from the date that such proposal was submitted to the affected Community Board.

(e) Special requirements for rental #preservation affordable housing#

The following additional requirements shall apply to rental #preservation affordable housing#:

(1) all of the #dwelling units#, #rooming units# and #supportive housing units# in the #generating site#, other than any #super's unit#, shall be #affordable housing units# that are leased to and occupied by #low income households# for the entire #regulatory period#;

(2) on the #regulatory agreement date#, the average of the #legal regulated rents# for all #affordable housing units# in the #generating site# that are occupied by #grandfathered tenants# shall not exceed 30 percent of the #low income limit# divided by 12;

(3) on the #regulatory agreement date#, #HPD# shall have determined that the condition of the #generating site# is sufficient, or will be sufficient after required improvements specified in the #affordable housing plan# and the #regulatory agreement#, to ensure that, with normal maintenance and normal scheduled replacement of #capital elements#, the #affordable housing units# will provide a decent, safe and sanitary living environment for the entire #regulatory period#;

(4) on the #regulatory agreement date#, #HPD# shall have determined either that no #capital element# is likely to require replacement within 30 years from the #regulatory agreement date# or that, with regard to any #capital element# that is likely to require replacement within 30 years from the #regulatory agreement date#, a sufficient reserve has been established to fully fund the replacement of such #capital element#;

(5) except with the prior approval of #HPD#, #monthly rents# charged for #affordable housing units# shall not be increased to reflect the costs of any repair, renovation, rehabilitation or improvement performed in connection with qualification as a #generating site#, even though such increases may be permitted by other laws; and

(6) such #affordable housing# shall comply with such additional criteria as may be specified by #HPD# in the #guidelines#.

(f) Special requirements for rental #substantial rehabilitation affordable housing#

The following additional requirements shall apply to rental #substantial rehabilitation affordable housing#:

(1) such #affordable housing# shall be created through the rehabilitation of a #generating site# at a cost per completed #affordable housing unit# that exceeds a minimum threshold set by #HPD# in the #guidelines#;

(2) on the #regulatory agreement date#, the average of the #legal regulated rents# for all #affordable housing units# in the #generating site# that are occupied by #grandfathered tenants# shall not exceed 30 percent of the #low income limit# divided by 12;

(3) on the #regulatory agreement date#, #HPD# shall have determined that the condition of such #generating site# is sufficient, or will be sufficient after required improvements specified in the #affordable housing plan# and the #regulatory agreement#, to ensure that, with normal maintenance and normal scheduled replacement of #capital

elements#, the #affordable housing units# will provide a decent, safe and sanitary living environment for the entire #regulatory period#;

(4) on the #regulatory agreement date#, #HPD# shall have determined either that no #capital element# is likely to require replacement within 30 years from the #regulatory agreement date# or that, with regard to any #capital element# that is likely to require replacement within 30 years from the #regulatory agreement date#, a sufficient reserve has been established to fully fund the replacement of such #capital element#;

(5) except with the prior approval of #HPD#, #monthly rents# charged for #affordable housing units# shall not be increased to reflect the costs of any repair, renovation, rehabilitation or improvement performed in connection with qualification as a #generating site#, even though such increases may be permitted by other laws; and

(6) such #affordable housing# shall comply with such additional criteria as may be specified by #HPD# in the #guidelines#.

**23-962
Additional Requirements for Homeownership Affordable Housing**

The following additional requirements shall apply to #homeownership affordable housing# on a #generating site# for the entire #regulatory period#:

(a) Homeowner Selection

(1) Upon #sale# #homeownership affordable housing units# shall only be occupied by #eligible buyers# that are #low income households#, #moderate income households# and #middle income households#, as applicable. Upon any subsequent #resale# for the entire #regulatory period#, #homeownership affordable housing units# shall be sold to and occupied by #eligible buyers# at or below the #maximum resale price# on the #sale date#, as applicable. No #homeownership affordable housing unit# shall be sold to or occupied by any #household# or any other person without the prior approval of the #administering agent#.

(2) A #homeowner# may, with the prior approval of the #administering agent#, sublet an #homeownership affordable housing unit# to another #low income household#, #moderate income household#, #middle income household#, or #eligible buyer#, as applicable, for not more than a total of two years, including the term of the proposed sublease, out of the four-year period preceding the termination date of the proposed sublease. The aggregate payments made by any sublessee in any calendar month shall not exceed the combined cost of #monthly fees#, #mortgage payments#, utilities and property taxes paid by the sublessor.

(3) A #homeowner# shall reside in the #homeownership affordable housing unit# except as provided in paragraph (a)(2) of this Section.

(4) The restrictions in this Section 23-962(a) on the ownership of #homeownership affordable housing units# shall not prevent the exercise of a valid lien by a #mortgage# lender, #cooperative corporation#, #condominium association# or any other entity authorized by the #regulatory agreement# to take possession of a #homeownership affordable housing unit# in the event of default by the #homeowner#. However, any #sale# or #resale# by such lien holder shall be to an #eligible buyer#, in accordance with this Section 23-962(a) and the #guidelines#.

(b) Price

(1) The #initial price# or #maximum resale price# of any #homeownership affordable housing unit# shall be set assuming a #mortgage#, as defined in section 23-913 (Definitions Applying to Homeownership Generating Sites).

(2) The #regulatory agreement# shall establish the #initial price# for each #homeownership affordable housing unit#. #HPD# shall set the #initial price# to ensure that the combined cost of #monthly fees#, #mortgage payments#, utilities and property taxes to be paid directly by the #homeowner# will not exceed 30 percent of the #low income limit#, #moderate income limit# or

#middle income limit#, as applicable.

- (3) Prior to any #resale# of an #homeownership affordable housing unit#, the #administering agent# shall set the #maximum resale price# for such #homeownership affordable housing unit#.
- (4) The #administering agent# shall not approve any #resale# unless the selected #eligible buyer# provides a #down payment# as specified in the #guidelines#.
- (5) An #homeownership affordable housing unit#, or any shares in a #cooperative corporation# appurtenant thereto, shall not secure any debt unless such debt is a #mortgage# that has been approved by the #administering agent#.

(c) Income

- (1) The #administering agent# shall verify the #household# income of a proposed #homeowner#, in accordance with the #guidelines#, prior to the #sale date# of any #homeownership affordable housing unit# in order to ensure that, upon #sale#, it is a #low income household#, #moderate income household# or #middle income household#, as applicable, and that upon #resale#, it is an #eligible buyer#.
- (2) The #administering agent# shall meet reporting requirements on each #sale and #resale# as set forth in the #guidelines#.
- (3) Each year after the #commencement date#, in the month specified in the #regulatory agreement# or the #guidelines#, the #administering agent# shall submit an affidavit to #HPD# attesting that each #resale# of an #homeownership affordable housing unit# during the preceding year complied with all applicable requirements on the #resale date#.

(d) Affordable Housing Plan

- (1) An #affordable housing plan# shall include the building plans, state the number and bedroom mix of the #homeownership affordable housing units# to be #developed#, rehabilitated or preserved, indicate how #homeowners# will be selected upon each #sale# or #resale# of a #homeownership affordable housing unit#, indicate how the #household# income of #eligible buyers# will be verified prior to such #household's initial occupancy# of a #homeownership affordable housing unit# and include such additional information as #HPD# deems necessary.
- (2) An #affordable housing plan# shall demonstrate the feasibility of creating and maintaining #homeownership affordable housing#, including that:
 - (i) there will be sufficient revenue to provide for adequate maintenance, operation and administration of the #affordable housing#;
 - (ii) #affordable housing units# will be sold under the supervision of a responsible #administering agent# to #eligible buyers# at each #sale# and #resale#; and
 - (iii) #homeowners# will be selected in an equitable manner in accordance with laws prohibiting discrimination and all other applicable laws.
- (3) The requirements of Section 23-961(d)(3) shall apply.

(e) Housing Standards

The requirements of Section 23-96(g) shall apply. In addition, each #homeowner# shall be obligated to maintain each #homeownership affordable housing unit# in accordance with minimum quality standards set forth in the #guidelines#. Prior to any #resale#, #HPD#, or its designee as specified in the #guidelines#, shall inspect the #affordable housing unit# and shall either require the #homeowner# to remedy any condition that violates such minimum quality standards before the #sale date#, or require the retention of a portion of the #resale# proceeds to pay the cost of remedying such condition.

(f) Special requirements for #homeownership preservation affordable housing#.

- (1) on the #regulatory agreement date#, the #generating site# shall be an existing #residential building#.

- (2) on the #regulatory agreement date#, the average of the #legal regulated rents#, as such term is defined in Section 23-912, for all #homeownership affordable housing units# in the #generating site# that are occupied by #grandfathered tenants# shall not exceed 30 percent of the #low income limit# divided by 12;
- (3) where #grandfathered tenants# continue in residence subsequent to the #regulatory agreement date#, any #affordable housing unit# that is occupied by a #grandfathered tenant# shall be operated subject to the restrictions of Section 23-961 (Additional Requirements for Rental Affordable Housing) until such #affordable housing unit# is purchased and occupied by an #eligible buyer#;
- (4) on the #regulatory agreement date#, #HPD# shall have determined that the condition of the #generating site# is sufficient, or will be sufficient after required improvements specified in the #affordable housing plan# and the #regulatory agreement#, to ensure that, with normal maintenance and normal scheduled replacement of #capital elements#, the #affordable housing units# will provide a decent, safe and sanitary living environment for the entire #regulatory period#;
- (5) on the #regulatory agreement date#, #HPD# shall have determined either that no #capital element# is likely to require replacement within 30 years from the #regulatory agreement date# or that, with regard to any #capital element# that is likely to require replacement within 30 years from the #regulatory agreement date#, a sufficient reserve has been established to fully fund the replacement of such #capital element#; and
- (6) such #affordable housing# shall comply with such additional criteria as may be specified by #HPD# in the #guidelines#.

(g) Special requirements for #homeownership substantial rehabilitation affordable housing#.

The following additional requirements shall apply to #homeownership substantial rehabilitation affordable housing#:

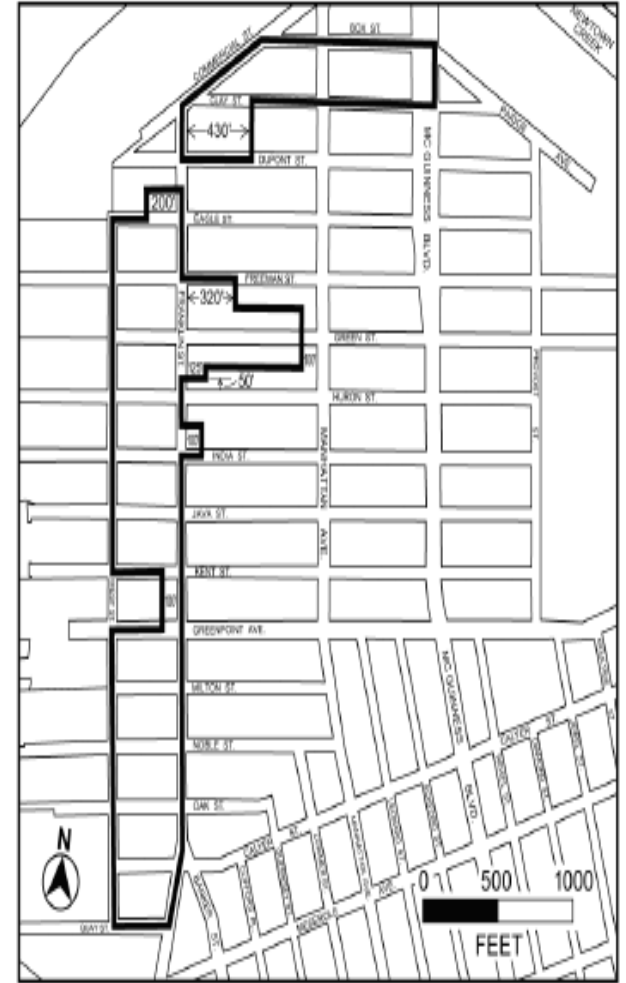
- (1) on the #regulatory agreement date#, the #generating site# shall be an existing #building#;
- (2) such #affordable housing# shall be created through the rehabilitation of such existing #building# at a cost per completed #homeownership affordable housing unit# that exceeds a minimum threshold set by #HPD# in the #guidelines#;
- (3) on the #regulatory agreement date#, the average of the #legal regulated rents#, as such term is defined in Section 23-912, for all #homeownership affordable housing units# in the #generating site# that are occupied by #grandfathered tenants# shall not exceed 30 percent of the #low income limit# divided by 12;
- (4) where #grandfathered tenants# continue in residence subsequent to the #regulatory agreement date#, any #affordable housing unit# that is occupied by a #grandfathered tenant# shall be operated subject to the restrictions of Section 23-961 (Additional Requirements for Rental Affordable Housing) until such #affordable housing unit# is purchased and occupied by an #eligible buyer#;
- (5) on the #regulatory agreement date#, #HPD# shall have determined that the condition of such #generating site# is sufficient, or will be sufficient after required improvements specified in the #affordable housing plan# and the #regulatory agreement#, to ensure that, with normal maintenance and normal scheduled replacement of #capital elements#, the #affordable housing units# will provide a decent, safe and sanitary living environment for the entire #regulatory period#;
- (6) on the #regulatory agreement date#, #HPD# shall have determined either that no #capital element# is likely to require replacement within 30 years from the #regulatory agreement date# or that, with regard to any #capital element# that is likely to require replacement within 30 years from the #regulatory agreement date#, a sufficient reserve has been established to fully fund the replacement of such #capital element#; and
- (7) such #affordable housing# shall comply with such additional criteria as may be

specified by #HPD# in the #guidelines#.

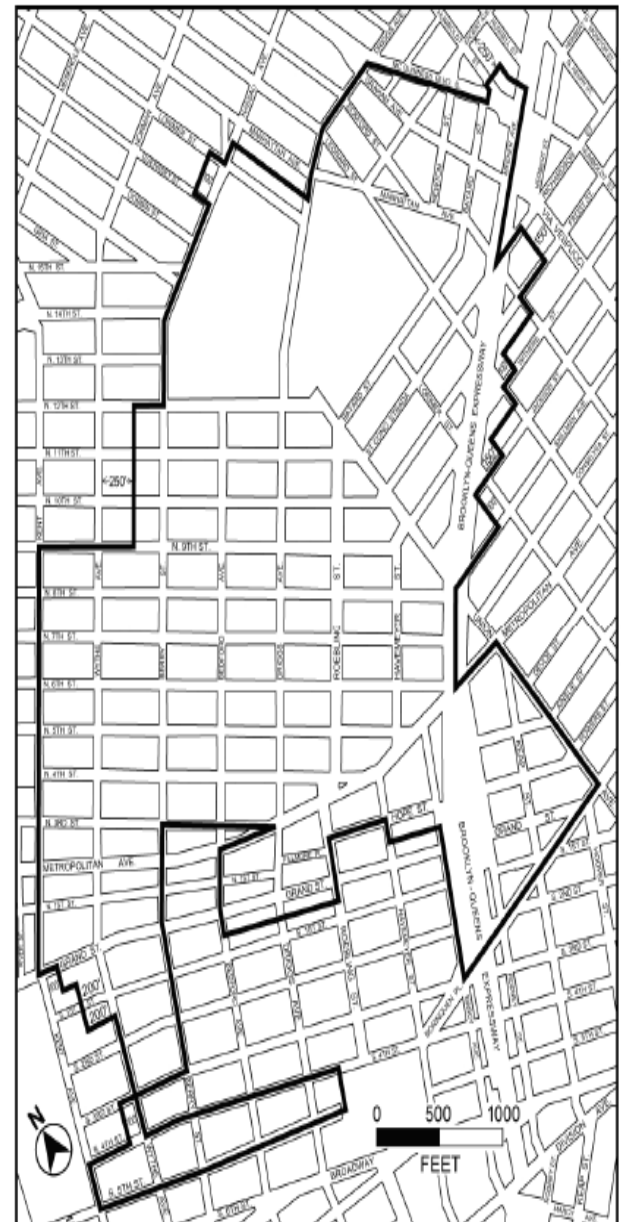
APPENDIX A INCLUSIONARY HOUSING DESIGNATED AREAS

The boundaries of #Inclusionary Housing designated areas# are shown on the maps listed in this Appendix A. The #residence districts# listed for such areas shall include #commercial districts# where #residential buildings# or the #residential# portion of #mixed buildings# are governed by #bulk# regulations of such #residence districts#.

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

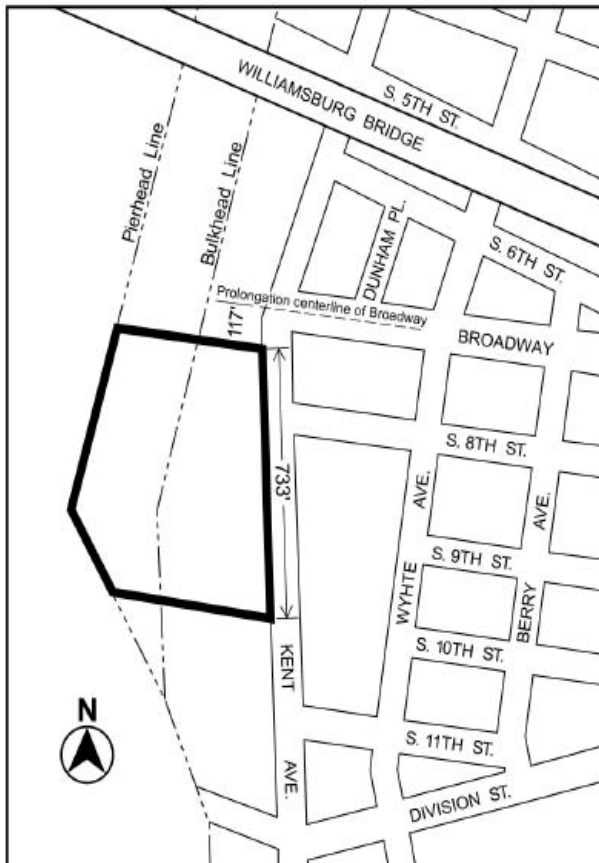


Map 1 Portion of Community District 1, Brooklyn



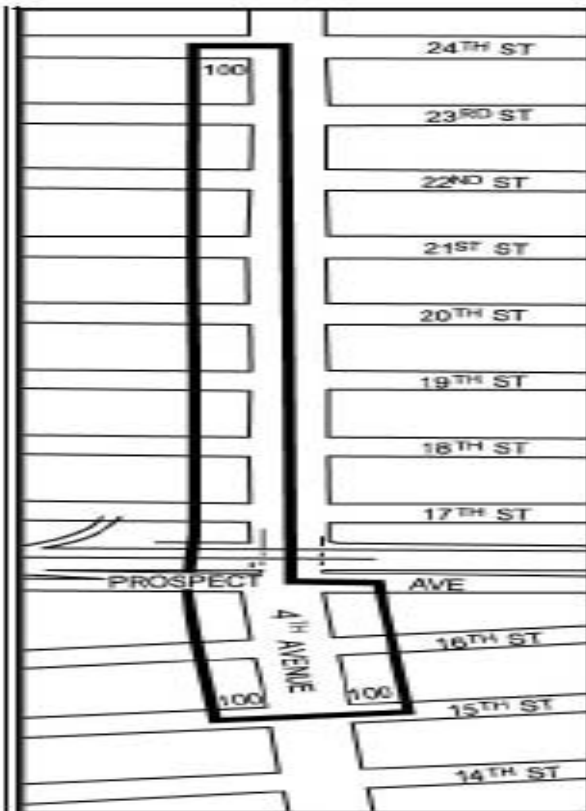
Map 2 Portion of Community District 1, Brooklyn

- (b) In Community District 1, in the Borough of Brooklyn, the R7-3 Districts within the area shown on the following Map 3:



Map 3
Portion of Community District 1, Brooklyn

(c) In Community District 7, in the Borough of Brooklyn, the R8A District within the area shown on the following Map 4:

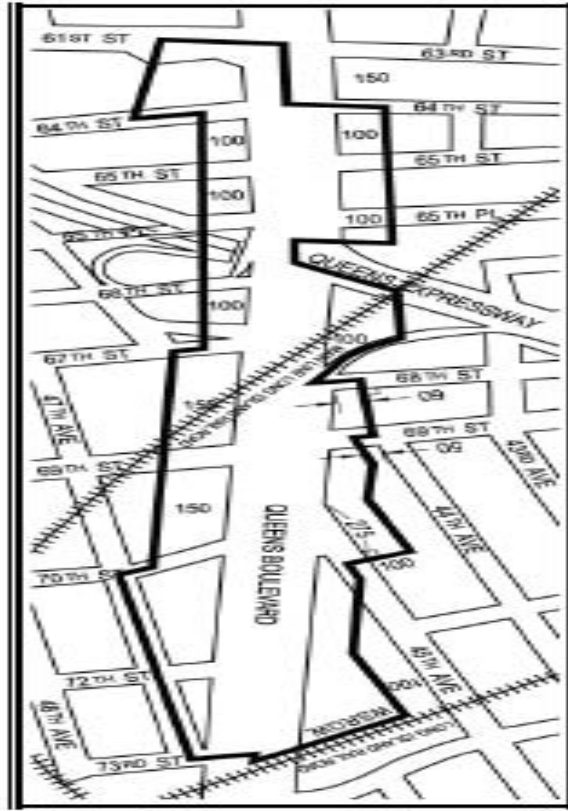


Map 4
Portion of Community District 7, Brooklyn

(d) In Community District 2, in the Borough of Queens, the R7X Districts within the areas shown on the following Maps 5 and 6:

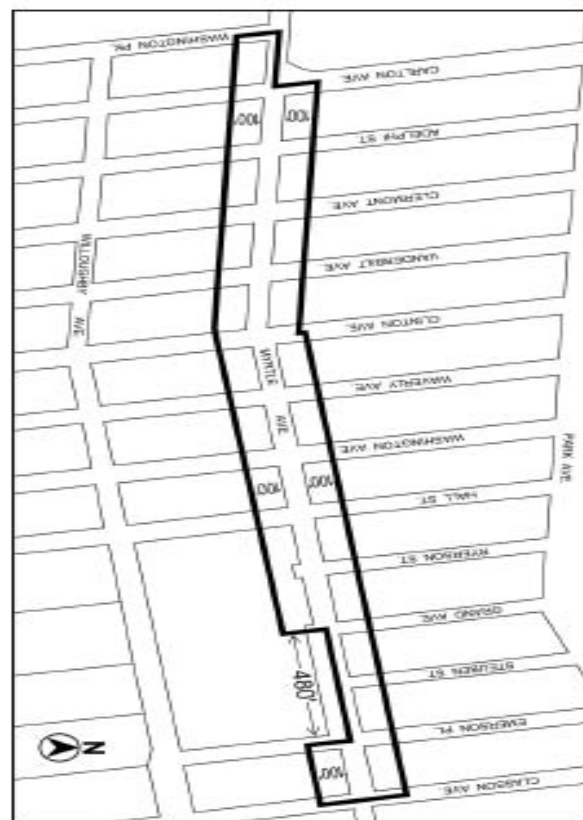


Map 5
Portion of Community District 2, Queens

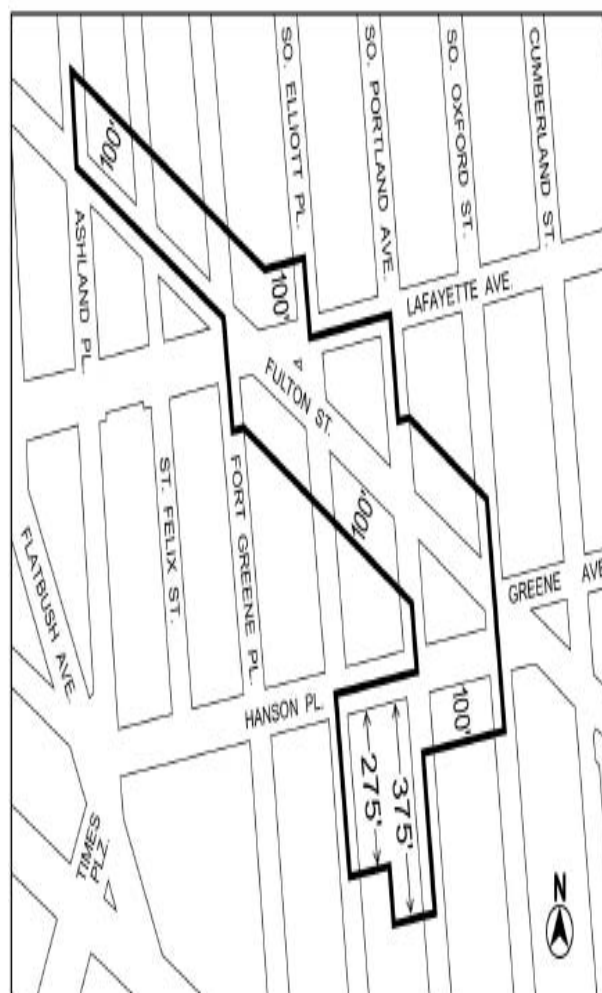


Map 6
Portion of Community District 2, Queens

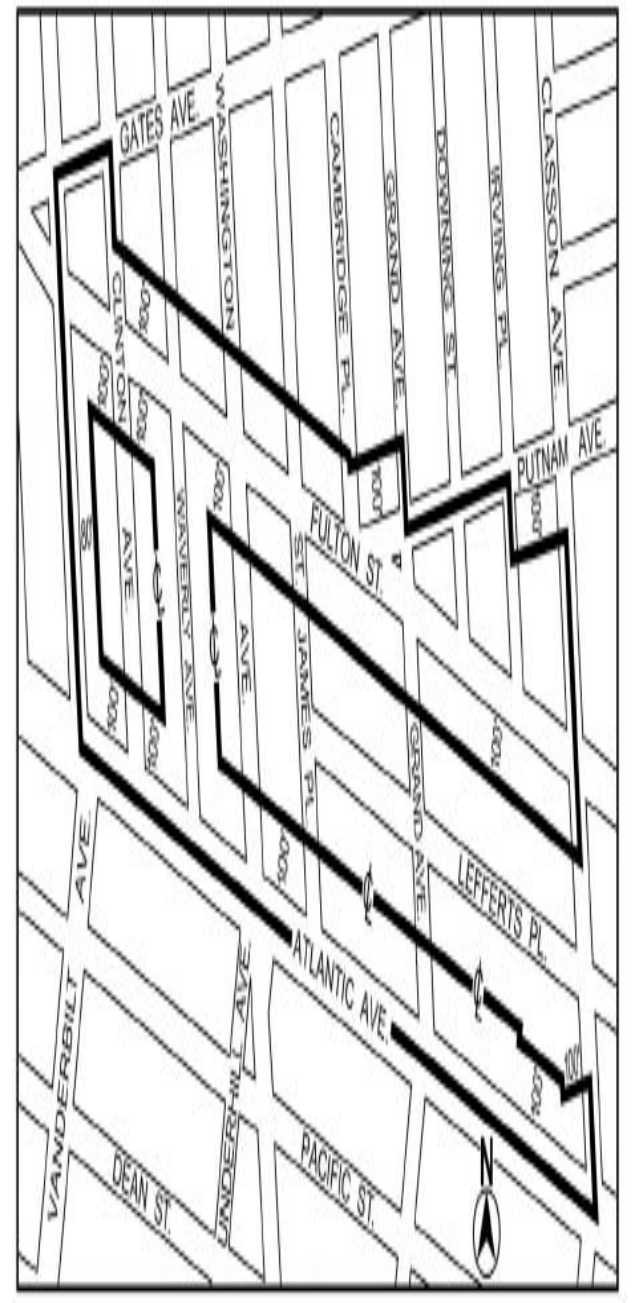
(e) In Community District 2, in the Borough of Brooklyn, the R7A Districts within the areas shown on the following Maps 7, 8 and 9:



Map 7
Portion of Community District 2, Brooklyn

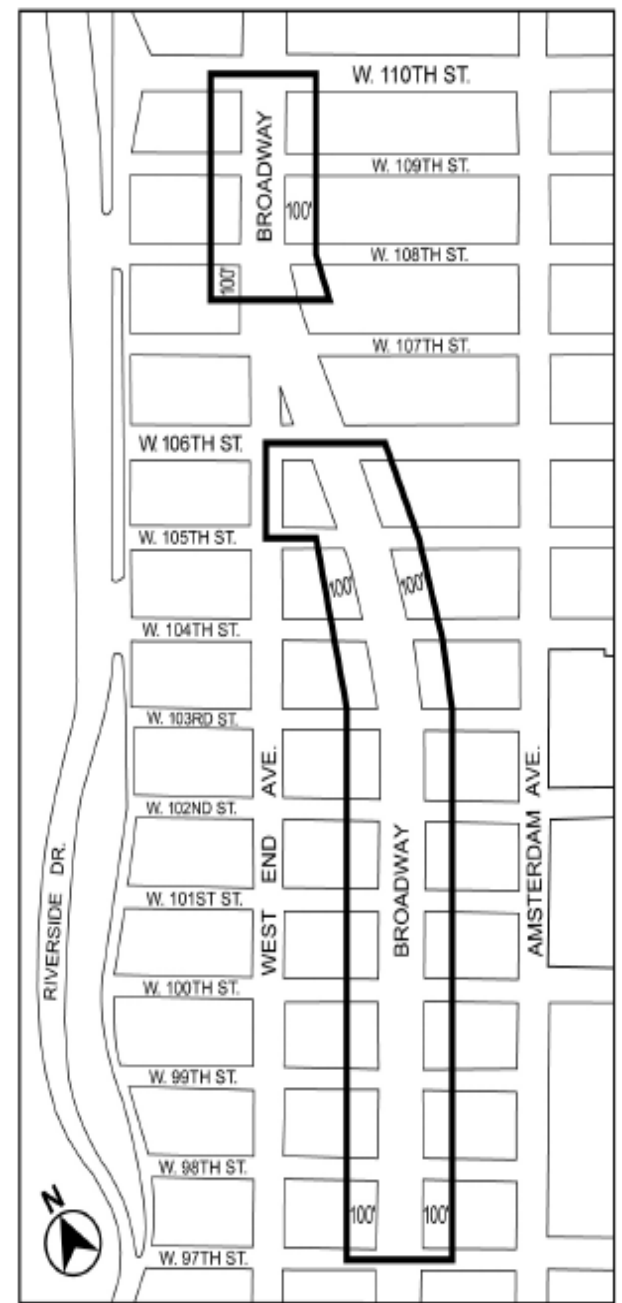


Map 8
Portion of Community District 2, Brooklyn



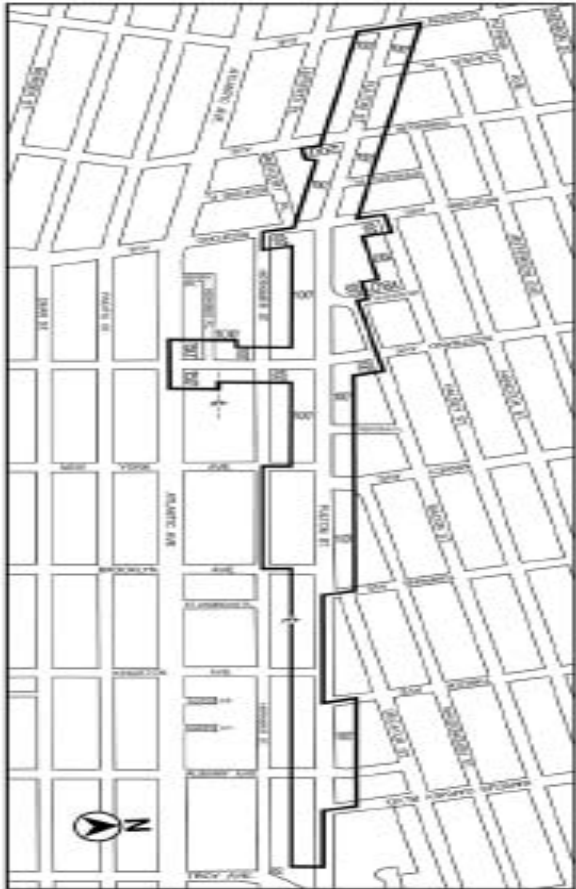
Map 9
Portion of Community District 2, Brooklyn

(f) In Community District 7, in the Borough of Manhattan, the R9A Districts within the areas shown on the following Map 10:



Map 10
Portion of Community District 7, Manhattan

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

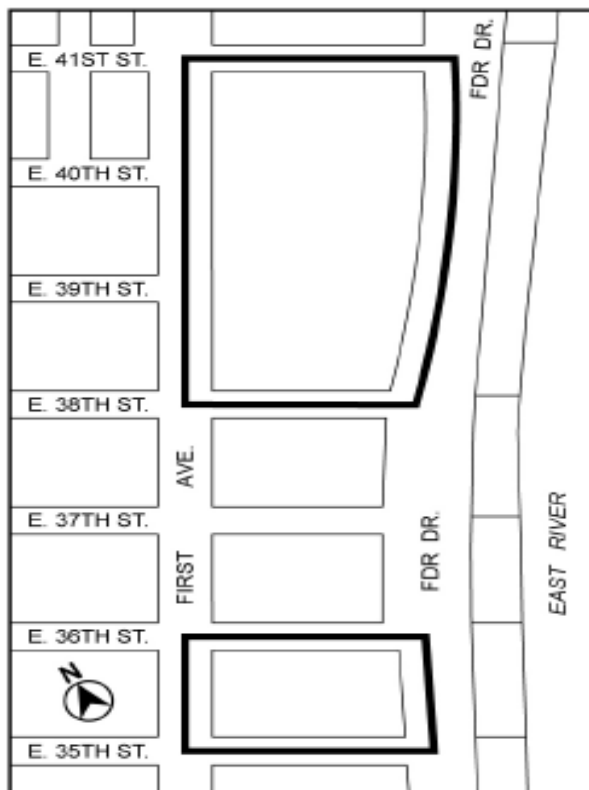


MAP 11
Portion of Community District 3, Brooklyn



MAP 12
Portion of Community District 3, Brooklyn

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



MAP 13
Portion of Community District 6, Manhattan

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



Map 14
Portion of Community District 3, Manhattan
In addition, the following special purpose districts contain #Inclusionary Housing designated areas#, as set forth within the special purpose district:

- (1) Special Hudson Yards District – see Section 93-23 (Modifications of Inclusionary Housing Program)
- (2) Special West Chelsea District – see Section 98-26 (Modifications of Inclusionary Housing Program)
- (3) Special Downtown Jamaica District – see Section 115-211 (Special Inclusionary Housing Regulations)
- (4) Special 125th Street District – see Section 97-421 (Inclusionary Housing)
- (5) Special Long Island City Mixed Use District – see Section 117-631 (Floor area ratio and lot coverage modifications)
- (6) Special Garment Center District – see Section 93-23 (Modifications of Inclusionary Housing Program)
- (7) Special Southern Hunters Point District – see Section 125-22 (Newtown Creek Subdistrict)

* * *

**24-161
Maximum floor area ratio for zoning lots containing community facility and residential uses**

R1 R2 R3-1 R3A R3X R4-1 R4A R4B R5D R6A R6B R7-2 R7A R7B R7D R7X R8 R9 R10

In the districts indicated, for #zoning lots# containing #community facility# and #residential uses#, the maximum #floor area ratio# permitted for a #community facility use# shall be as set forth in Section 24-11, inclusive, and the maximum #floor area ratio# permitted for a #residential use# shall be as set forth in Article II, Chapter 3, provided the total of all such #floor area ratios# does not exceed the greatest #floor area ratio# permitted for any such #use# on the #zoning lot#.

In the #Inclusionary Housing designated areas# set forth in Section 23-922 (Inclusionary Housing designated areas), except within Waterfront Access Plan BK-1, and in Community District 1, Brooklyn, in R6 Districts without a letter suffix, the maximum #floor area ratio# permitted for #zoning lots# containing #community facility# and #residential uses# shall be the base #floor area ratio# set forth in Section 23-9542 for the applicable district. Such base #floor area ratio# may be increased to the maximum #floor area ratio# set forth in such Section only through the provision of #affordable housing# pursuant to Section 23-90 (INCLUSIONARY HOUSING), inclusive.

* * *

**35-31
Maximum Floor Area Ratio for Mixed Buildings**

C1 C2 C3 C4 C5 C6

In all districts, except as set forth in Section 35-311, the provisions of this Section shall apply to any #zoning lot# containing a #mixed building#.

The maximum #floor area ratio# permitted for a #commercial# or #community facility use# shall be as set forth in Article III, Chapter 3, and the maximum #floor area ratio# permitted for a #residential use# shall be as set forth in Article II, Chapter 3, provided the total of all such #floor area ratios# does not exceed the greatest #floor area ratio# permitted for any such #use# on the #zoning lot#. However, in C4-7 Districts within Community District 7 in the Borough of Manhattan, such maximum #residential floor area ratio# may be increased pursuant to the provisions of Section 23-90 (INCLUSIONARY HOUSING), inclusive.

In the #Inclusionary Housing designated areas# set forth in Section 23-922 (Inclusionary Housing designated areas), except within Waterfront Access Plan BK-1, and in Community District 1, Brooklyn, in R6 Districts without a letter suffix, the maximum #floor area ratio# permitted for #zoning lots# containing #residential# and #commercial# or #community facility uses# shall be the base #floor area ratio# set forth in Section 23-9542 for the applicable district. Such

base #floor area ratio# may be increased to the maximum #floor area ratio# set forth in such Section only through the provision of #lower income affordable housing# pursuant to Section 23-90 (INCLUSIONARY HOUSING), inclusive.

A non-residential use# occupying a portion of a #building# that was in existence on December 15, 1961, may be changed to a #residential use# and the regulations on maximum #floor area ratio# shall not apply to such change of #use#.

* * *

**ARTICLE VI
SPECIAL REGULATIONS APPLICABLE TO CERTAIN AREAS**

* * *

**Chapter 2
Special Regulations Applying in the Waterfront Area**

* * *

**62-35
Special Bulk Regulations in Certain Areas Within Community District 1, Brooklyn**

* * *

**62-352
Inclusionary Housing**

The provisions of Section 23-90 (INCLUSIONARY HOUSING), inclusive, shall apply in R7-3 Districts in Community District 1, Borough of Brooklyn, and in R6, R7D and R8 Districts within Waterfront Access Plan BK-1, as modified in this Section.

(a) Definitions

For the purposes of this Section, matter in italics is defined in Sections 12-10, or in Section 23-90 (INCLUSIONARY HOUSING), inclusive or in this Section, as modified.

Fair rent

At initial occupancy of #lower income housing# that is occupied by a #moderate income household# as defined in this Section, "fair rent" shall include an annual rent for each such housing unit equal to not more than 30 percent of the annual income of the tenant of such housing (the "30 Percent Standard").

Upon renewal of a lease for such an existing tenant in #lower income housing#, #fair rent# (the "Rent Stabilization Standard") is not more than the then-current #fair rent# for such housing plus a percentage increase equal to the percentage increase for a renewal lease of the same term permitted by the Rent Guidelines Board, or its successor, for units subject to the rent stabilization law.

After initial occupancy, upon rental of #lower income housing# to a new tenant, #fair rent# is not more than the higher of:

- (1) the then currently applicable "30 Percent Standard"; or
- (2) the Rent Stabilization Standard.

In order for rent to be #fair rent#, the following must also apply:

There shall be no additional charge to the tenant for the provision of heat and electric service, except that the Commissioner of Housing Preservation and Development may approve a #lower income housing plan# making a #lower income# or #moderate income household# responsible for the payment of utilities as long as the sum of the following do not exceed 30 percent of said #lower income# or #moderate income household's# income:

- (i) the initial #fair rent#; and
- (ii) the monthly costs of a reasonable compensation for these utilities, by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

However, the Commissioner of Housing Preservation and Development may determine that rents satisfying the requirements of City, State or Federal programs assisting #lower income housing# will be considered #fair rent#, provided that such rents do not exceed 30 percent of a #moderate income household's# income and provided further that upon expiration or termination of the requirements of the City, State or Federal program, rent increases and re-rentals shall be subject to the higher of the then currently applicable 30 Percent Standard or the Rent Stabilization Standard.

Lower income housing

For the purposes of this Section, "lower income housing" shall include #standard units# occupied, or to be occupied, by #lower income# or #moderate income households#.

Moderate income household

For the purposes of this Section, a "moderate

income household" is a #family# having an income equal to or less than the following proportion of the income limits (the "30 Percent of SMSA Limits") for New York City residents established by the U. S. Department of Housing and Urban Development pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended, for lower income families receiving housing assistance payments: 125/30

(b) #Floor area compensation# increase

(1) For #zoning lots# located in R8 Districts, or located partially in R8 Districts and partially in R6 Districts, the maximum permitted #floor area ratio# on such #zoning lots# may be increased in R6 Districts from 2.43 to 2.75, and in R8 Districts from 4.88 to 6.5; and for #zoning lots# located in R7-3 Districts, the maximum permitted #floor area ratio# on such #zoning lots# may be increased from 3.75 to 5.0, provided that:

- (i) ~~the amount of #low income floor area# is equal to at least 20 percent of the total #residential floor area#, exclusive of ground-floor non-#residential floor area#, on the #zoning lot# is occupied by #lower income households#; or~~
- (ii) ~~the amount of #low income floor area# is equal to at least 10 percent of the total #residential floor area#, exclusive of ground-floor non-#residential floor area#, on the #zoning lot# is occupied by #lower income households#, and the #moderate income floor area# is equal to at least 15 percent of the total #residential floor area#, exclusive of ground-floor non-#residential floor area#, on the #zoning lot# is occupied by #moderate income households#.~~

(2) For #zoning lots# located entirely within R6 Districts, the maximum permitted #floor area ratio# may be increased from 2.43 to 2.75, provided that:

- (i) ~~the amount of #low income floor area# is equal to at least 7.5 percent of the total #residential floor area#, exclusive of ground-floor non-#residential floor area#, on the #zoning lot# is occupied by #lower income households#; or~~
- (ii) ~~the amount of #low income floor area# is equal to at least five percent of the total #residential floor area#, exclusive of ground-floor non-#residential floor area#, on the #zoning lot# is occupied by #lower income households#, and the amount of #moderate income floor area# is equal to at least five percent of the total #residential floor area#, exclusive of ground-floor non-#residential floor area#, on the #zoning lot# is occupied by #moderate income households#.~~

Where #lower# or moderate #income housing# is provided on a #zoning lot# other than the #zoning lot# occupied by the #compensated development#, the percentage of #residential floor area# required to be occupied by such households, pursuant to this Section, shall be determined as a percentage of the #residential floor area# on the #zoning lot# of such #compensated development#, inclusive of #floor area# bonused pursuant to this Section.

For the purposes of determining the amount of #lower income housing# required to increase the maximum permitted #floor area# pursuant to this paragraph, (b), community facility #floor area# used as a philanthropic or not for profit institution with sleeping accommodations shall be considered #residential floor area#.

For the purposes of this paragraph (b), inclusive, #low income floor area# may be considered #moderate income floor area#, and #moderate income floor area# may be considered #middle income floor area#.

Any #zoning lot# located entirely within an R6 District that, in conjunction with a #zoning lot# located partially or entirely within an R8 District, utilizes a distribution of #floor area#, #lot coverage# or #residential# density without regard to #zoning lot lines# or district boundaries pursuant to Section 62-353 (Special floor area, lot coverage and residential density distribution regulations), shall comply with the provisions of paragraph (b)(1) of this Section.

(c) #Lower Income Housing# Requirements

#Developments# that increase #floor area# in

accordance with the provisions of this Section shall comply with the #lower income housing# requirements of Section 23-95, except as modified in this paragraph, (c).

(1) The provisions of Section 23-95, paragraph (b), shall apply, except that in addition, incoming households of #standard units# in #lower income housing# may be #moderate income households#, and sublessees of a #moderate income household# may also be a #moderate income household#.

Furthermore, on and after the issuance of a certificate of occupancy for #lower income housing#, the #administering agent# shall have a duty to rent such housing to lower or #moderate income households#, as provided in this Section and in the approved #lower income housing plan#.

This duty to rent shall be satisfied by the #administering agent#, if such agent has in fact rented all such units to #lower# or #moderate income households#, as provided in this Section or has, in good faith, made a continuing public offer to rent such units at rents no greater than the rents authorized by this program or otherwise at law.

(2) The provisions of Section 23-95, paragraph (d), shall apply, except that prior to renting #lower income housing#, the #administering agent# shall verify the income of each household to occupy such housing, to assure that the households are #lower# or #moderate income households# as provided by this Section. The #administering agent# shall submit an affidavit to the Commissioner of Housing Preservation and Development upon initial occupancy and annually thereafter attesting that all incoming occupants of #lower income housing# are lower or #moderate income households# as required by the provisions of this Section and in the approved #lower income housing# plan.

(3) The provisions of Sections 23-951, 23-952 and 23-953 shall apply, except that with respect to Sections 23-951, paragraph (a), 23-952, paragraph (b) and 23-953, paragraph (a), #lower income housing# shall be maintained and leased to #lower# or #moderate income households#, as provided in this Section, for the life of the increased #floor area#, and in accordance with the approved #lower income housing plan#. Furthermore, Section 23-952, paragraph (a), shall be modified to provide that the #administering agent# shall not be required to verify the income of households in tenancy as of the date upon which the Commissioner of Housing Preservation and Development approves the #lower income housing# plan.

(d) Permits and certificate of occupancy

The requirements of paragraphs (b) and (c) of Section 23-954 shall not apply. In lieu thereof, the provisions of this paragraph (d), shall apply be modified as follows:

No building permit for any portion of the #compensated development# that utilizes #floor area compensation# bonused pursuant to paragraph (b) of this Section, or is located on any #story# that utilizes the increased height for #developments# that provide Inclusionary Housing as set forth in paragraph (b)(2) of Section 62-354 (Special height and setback regulations) shall be issued until the #HPD Commissioner# of Housing Preservation and Development certifies that an acceptable #lower income housing plan# has been filed and approved has issued a #permit notice# with respect to the #affordable housing# that generates such #floor area compensation#.

No temporary or permanent certificate of occupancy shall be issued for any portion of the #compensated development# that utilizes #floor area compensation# bonused pursuant to paragraph (b) of this Section, or is located on any #story# that utilizes the increased height for #developments# that provide Inclusionary Housing as set forth in paragraph (b)(2) of Section 62-354, until a temporary certificate of occupancy for each unit of #lower income housing# that is the subject of the #lower income housing plan# regulatory agreement# accepted by the Commissioner of Housing Preservation and Development has been issued or, if the building has a valid certificate of occupancy and no new certificate of occupancy is required under the preservation option, until the #HPD Commissioner# has certified to the Department of Buildings that the applicant has fulfilled its obligations has issued a #completion notice# with respect to the #lower income affordable housing#. No permanent certificate of occupancy shall be issued for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to paragraph (b) of this Section, or is

located on any #story# which utilizes the increased height for #developments# that provide Inclusionary Housing as set forth in paragraph (b)(2) of Section 62-354, until a permanent certificate of occupancy for each unit of #lower income housing# that is the subject of the #lower income housing plan# accepted by the Commissioner of Housing Preservation and Development has been issued or, if the building has a valid certificate of occupancy and no new certificate of occupancy is required under the preservation option, until the #Commissioner# has certified to the Department of Buildings that the applicant has fulfilled its obligations with respect to the #lower income housing#.

Prior to the issuance of any temporary or permanent certificate of occupancy for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to paragraph (b) of this Section, or is located on any #story# that utilizes the increased height for #developments# that provide Inclusionary Housing as set forth in paragraph (b)(2) of Section 62-354, the #Commissioner# of Housing Preservation and Development shall certify that the #lower income housing# is in compliance with the #lower income housing plan#.

* * *
ARTICLE IX
SPECIAL PURPOSE DISTRICTS

* * *
Chapter 3
Special Hudson Yards District

* * *
93-23
Modifications of Inclusionary Housing Program

The provisions of Section 23-90 (INCLUSIONARY HOUSING), inclusive, shall be applicable within Subdistrict C (34th Street Corridor) and Subareas D1 and D2 of Subdistrict D (Hell's Kitchen) of the #Special Hudson Yards District# and Area P2 of the #Special Garment Center District#, except as modified in this Section. However, the modifications set forth in this Section shall not be applicable in the area bounded by West 35th Street, Eighth Avenue, West 33rd Street, and a line 100 feet east of and parallel to Ninth Avenue, where the underlying provisions of Section 23-90 (INCLUSIONARY HOUSING), inclusive, shall apply shall be #Inclusionary Housing designated areas# pursuant to Section 12-10 (DEFINITIONS) for the purpose of making the Inclusionary Housing Program regulations of Section 23-90 (INCLUSIONARY HOUSING), inclusive, applicable as modified within the Special Districts.

93-231
Definitions

For the purposes of this Chapter, matter in italics is defined in Sections 12-10; or in Section 23-90 (INCLUSIONARY HOUSING), inclusive, the following definitions in Section 23-93 shall be modified:

Administering agent

The "administering agent" is the entity or entities identified in the #lower income housing plan# as responsible for ensuring compliance with such plan.

The #administering agent# shall be a not for profit organization, unless the Commissioner of Housing Preservation and Development finds that a good faith effort by the developer of the #compensated development# to secure a qualified not for profit organization as the #administering agent# was unsuccessful. However, the Commissioner may approve an entity that is responsible for compliance monitoring pursuant to City, State or Federal funding sources, to serve as the #administering agent# during such compliance period.

If an entity other than a not for profit organization is proposed to serve as the #administering agent#, and the affected Community Board objects during its review period to the approval of the proposed entity, the Commissioner shall respond in writing to the Community Board's objections prior to approving the proposed entity to serve as #administering agent#.

Fair rent

"Fair rent" shall be as defined in Section 23-93 with respect to #standard units# occupied by #lower income households#, except that the Commissioner of Housing Preservation and Development may determine that rents satisfying the requirements of City, State or Federal programs assisting #lower income housing# will be considered "fair rent," provided that such rents do not exceed 30 percent of a #lower income household's# income, and provided further that upon expiration or termination of the requirements of the city, state or federal program, rent increases and re-rentals shall be subject to the higher of the then currently applicable Section 8 Standard or the Rent Stabilization Standard.

The following definition of "fair rent" shall apply to #moderate income households# and #middle income households#. At initial occupancy of #lower income housing# that is occupied by a #moderate income household# or a #middle income household# as defined in this Section, #fair rent# shall include an annual rent for each such housing unit equal to not more than 30 percent of the annual income of the tenant of such housing (the "30 Percent Standard").

Upon renewal of a lease for such an existing tenant in #lower income housing#, #fair rent# (the "Rent Stabilization

Standard") is not more than the then current #fair rent# for such housing plus a percentage increase equal to the percentage increase for a renewal lease of the same term permitted by the Rent Guidelines Board for units subject to the rent stabilization law.

After initial occupancy, upon rental of #lower income housing# to a new tenant, #fair rent# is not more than the higher of:

- (a) the then currently applicable "30 Percent Standard"; or
- (b) the Rent Stabilization Standard.

In order for rent to be #fair rent#, the following must also apply:

There shall be no additional charge to the tenant for the provision of heat and electric service, except that the Commissioner of Housing Preservation and Development may approve a #lower income housing plan# making a #lower income#, #moderate income# or #middle income household# responsible for the payment of utilities as long as the sum of the following does not exceed 30 percent of said #lower income#, #moderate income# or #middle income household's# income:

- (1) the initial #fair rent#, and
- (2) the monthly costs of a reasonable compensation for these utilities, by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

The Commissioner of Housing Preservation and Development may determine that rents satisfying the requirements of City, State or Federal programs assisting #lower income housing# will be considered #fair rent#, provided that such rents do not exceed 30 percent of a #moderate income# or #middle income household's# income, as applicable, and provided further that upon expiration or termination of the requirements of the City, State or Federal program, rent increases and re-rentals shall be subject to the higher of the then currently applicable 30 Percent Standard or the Rent Stabilization Standard.

At initial occupancy of any #lower income housing# occupied by a #moderate income# or #middle income household#, a portion of the #fair rents# may be for the payment of the principal or interest on debt, and such housing may secure debt, provided that, as of the date of the approval of the #lower income housing plan#, the Commissioner of Housing Preservation and Development finds that the total annual rent, when such interest and principal payments are deducted, is in compliance with the requirements of paragraph (e) of Section 23-05 (Lower Income Housing Requirements), and provided that the lender agrees to enter into a written agreement which subordinates such debt to the provisions of the #lower income housing plan#.

Lower income household

#Lower income households# shall also include all existing households in tenancy, provided such households occupy units that are within a #building# in which rents for all occupied units are regulated by City or State law, and the aggregate maximum permitted annual rent roll for such occupied units, divided by the number of occupied units, is less than 30 percent of the applicable income limit for a #lower income household# as provided in this Section. In determining the applicable income limit for such #lower income households#, the Commissioner of Housing Preservation and Development may make adjustments, consistent with the U.S. Department of Housing and Urban Development regulations, for the number of persons residing in each unit.

Lower income housing

For the purposes of Section 93-23 (Modifications of Inclusionary Housing Program), inclusive, "lower income housing", as defined in Section 23-03, shall include #standard units# assisted under City, State or federal programs. #Lower income housing# shall also include #standard units# occupied or to be occupied by #lower income households#, as defined in Section 23-03, and #moderate income# or #middle income households#, as defined in this Section.

Moderate income household

For the purposes of Section 93-23, inclusive, a "moderate income household" is a #family# having an income equal to or less than the following proportion of the income limits (the "80 Percent of SMSA Limits") for New York City residents established by the U.S. Department of Housing and Urban Development pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended, for lower income families receiving housing assistance payments: 125/80.

Middle income household

For the purposes of Section 93-23, inclusive, a "middle income household" is a #family# having an income equal to or less than the following proportion of the income limits (the "80 Percent of SMSA Limits") for New York City residents established by the U.S. Department of Housing and Urban Development pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended, for lower income families receiving housing assistance payments: 175/80.

93-232

Floor area increase

The provisions of Section 23-9452 (Floor Area Compensation in Inclusionary Housing designated areas) shall not apply. In lieu thereof, the #floor area# compensation provisions of this Section shall apply. In accordance with the provisions set forth in Section 93-22 (Floor Area Regulations in Subdistricts B, C, D and E) or 121-31 (Maximum Permitted Floor Area), the maximum permitted #residential floor area ratio# for #developments# or #enlargements# that provide #affordable housing# pursuant to the Inclusionary Housing program may be increased, as follows:

- (a) The permitted #floor area ratio# may be increased from 6.5, or as otherwise specified in Section 93-22, to a maximum of 9.0, provided that:
 - (1) the amount of #low income floor area# is equal to at least 10 percent of the total #residential floor area# on the #zoning lot#, inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #lower income households#; or
 - (2) the amount of #low income floor area# is equal to at least five percent of the total #residential floor area# on the #zoning lot#, inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #lower income households#, and the amount of #moderate income floor area# is equal to at least 7.5 percent of the total #residential floor area# on the #zoning lot# inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #moderate income households#; or
 - (3) the amount of #low income floor area# is equal to at least five percent of the total #residential floor area# on the #zoning lot#, inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #lower income households#, and the amount of #middle income floor area# is equal to at least 10 percent of the total #residential floor area# on the #zoning lot#, inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #middle income households#.
- (b) The permitted #floor area ratio# may be increased from 9.0 to a maximum of 12.0, provided that:
 - (1) the amount of #low income floor area# is equal to at least 20 percent of the total #residential floor area# on the #zoning lot#, inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #lower income households#; or
 - (2) the amount of #low income floor area# is equal to at least 10 percent of the total #residential floor area# on the #zoning lot#, inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #lower income households#, and the amount of #moderate income floor area# is equal to at least 15 percent of the total #residential floor area# on the #zoning lot#, inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #moderate income households#; or
 - (3) the amount of #low income floor area# is equal to at least 10 percent of the total #residential floor area# on the #zoning lot#, inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #lower income households#, and the amount of #middle income floor area# is equal to at least 20 percent of the total #residential floor area# on the #zoning lot#, inclusive of #floor area# bonused pursuant to this Section, shall be occupied by #middle income households#.

For the purposes of this Section 93-232, inclusive, #low income floor area# may be considered #moderate income floor area# or #middle income floor area#, and #moderate income floor area# may be considered #middle income floor area#. Where #lower#, #moderate# or #middle income housing# is provided on a #zoning lot# other than the #zoning lot# occupied by the compensated #development#, the percentage of #residential floor area# required to be occupied by such households pursuant to this Section shall be determined as a percentage of the #residential floor area# on the #zoning lot# of such compensated #development#, inclusive of #floor area# bonused pursuant to this Section.

Lower income housing requirements

#Developments# that increase #floor area# in accordance with the provisions of this Section shall comply with the lower income housing requirements of Section 23-95, except as modified in this Section.

- (a) The provisions of paragraph (b) (Tenant selection) of Section 23-95 shall apply, except that, in addition, incoming households of #standard units# in #lower income housing# may be #moderate# and #middle income households#, and sublessees of a #moderate# or #middle income household# may also be a #moderate# or #middle income household#. Furthermore, on and after the issuance of a certificate of occupancy for #lower income housing#, the #administering agent# shall have a duty to rent such housing to #lower#, #moderate# or #middle income households#, as provided in this Section and in the approved #lower income housing plan#.

This duty to rent shall be satisfied by the #administering agent# if such agent has in fact rented all such units to #lower#, #moderate# or #middle income households#, as provided in this Section and in the approved #lower income housing plan#, or has, in good faith, made a continuing public offer to rent such units at rents no greater than the rents authorized by this program or otherwise at law.

- (b) The provisions of paragraph (d) (Income verification) of Section 23-95 shall apply, except that prior to renting #lower income housing#, the #administering agent# shall verify the income of each household to occupy such housing to assure that the households are #lower#, #moderate# or #middle income households# as provided by this Section and in the approved #lower income housing plan#. The #administering agent# shall submit an affidavit to the Commissioner of Housing Preservation and Development upon initial occupancy and annually thereafter attesting that all incoming occupants of #lower income housing# are #lower#, #moderate# or #middle income households# as required by the provisions of this Section and in the approved #lower income housing plan#.
- (c) The provisions of paragraph (g) (Insurance) of Section 23-95 may be modified by the Commissioner of Housing Preservation and Development to provide priority for lenders participating in the financing of #lower income housing# that is assisted under City, State or Federal programs.
- (d) Permits and certificate of occupancy

The requirements of paragraph (f) of Section 23-95 shall not apply. In lieu thereof, the provisions of this paragraph, (d), shall apply.

No building permit for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to Section 93-232 (Floor area increase) shall be issued until the Commissioner of Housing Preservation and Development certifies that an acceptable #lower income housing plan# has been filed and approved.

No temporary certificate of occupancy shall be issued for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to Section 93-232 until a temporary certificate of occupancy for each unit of #lower income housing# that is the subject of the #lower income housing plan# accepted by the Commissioner of Housing Preservation and Development has been issued, or, if the building has a valid certificate of occupancy and no new certificate of occupancy is required under the preservation option, until the Commissioner has certified to the Department of Buildings that the applicant has fulfilled its obligations with respect to the #lower income housing#. No permanent certificate of occupancy shall be issued for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to Section 93-232 until a permanent certificate of occupancy for each unit of #lower income housing# that is the subject of the #lower income housing plan# accepted by the Commissioner of Housing Preservation and Development has been issued or, if the building has a valid certificate of occupancy and no new certificate of occupancy is required under the preservation option, until the Commissioner has certified to the Department of Buildings that the applicant has fulfilled its obligations with respect to the #lower income housing#.

Prior to the issuance of any temporary or permanent certificate of occupancy for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to Section 93-232 the Commissioner of Housing Preservation and Development shall certify that the #lower income housing# is in compliance with the #lower income housing plan#.

- (e) The provisions of Sections 23-951 (On site new construction option), 23-952 (Substantial rehabilitation and off site new construction option) and 23-953 (Preservation option) shall apply, except as follows:
 - (i) with respect to Sections 23-951, paragraph (a), 23-952, paragraph (b), and 23-953, paragraph (a), #lower income housing# shall be maintained and leased to #lower#, #moderate# or #middle income households#, as provided in this Section, for the life of the increased #floor area#, and in accordance with the approved #lower income housing plan#;
 - (ii) if the #lower income housing# is subject to the requirements of city, state or federal programs assisting the lower income housing that have size and distribution requirements conflicting with the size and distribution requirements of Section 23-051, paragraph (b), then the size and distribution requirements of Section 23-051, paragraph (b) may be waived by the Commissioner of Housing Preservation and Development to

facilitate the #development# of #lower income housing#; and

(iii) Section 23-953 (a) shall be modified to provide that the #administering agent# shall not be required to verify the income of households in tenancy as of the date upon which the Commissioner of Housing Preservation and Development approves the #lower income housing plan#.

Chapter 7 Special 125th Street District

4/30/08

97-42 Floor Area Bonuses

The maximum #floor area ratio# for a #development# or #enlargement# within the #Special 125th Street District# may be increased by a floor area bonus, pursuant to Sections 97-421 and 23-90 (INCLUSIONARY HOUSING), inclusive, or 97-422 (Floor area bonus for visual or performing arts uses), which may be used concurrently.

4/30/08

97-421 Inclusionary Housing

Within the #Special 125th Street District#, C4-4D, C4-7 and C6-3 Districts shall be #Inclusionary Housing designated areas#, pursuant to Section 12-10 (DEFINITIONS), for the purpose of making the Inclusionary Housing Program regulations of Section 23-90, inclusive, and this Section, applicable within the Special District. Within such #Inclusionary Housing designated areas#, the #residential floor area ratio# may be increased by an Inclusionary Housing bonus, pursuant to the provisions of Sections 23-90 (INCLUSIONARY HOUSING), inclusive.

Chapter 8 Special West Chelsea District

98-26 Modifications of Inclusionary Housing Program

The provisions of Section 23-90 (INCLUSIONARY HOUSING), inclusive are incorporated and modified within the #Special West Chelsea District#, C6-3 and C6-4 Districts within Subareas A through D, and I, shall be #Inclusionary Housing designated areas#, pursuant to Section 12-10 (DEFINITIONS), for the purpose of making the Inclusionary Housing program regulations of Section 23-90, inclusive, applicable as modified within the Special District, as set forth in this Section, inclusive.

98-261 Definitions

For the purposes of this Chapter, matter in italics is defined in Sections 12-10 or in Section 23-90 (INCLUSIONARY HOUSING), inclusive. The following definitions in Section 23-93 shall be modified:

Administering agent

The "administering agent" is not required to be a not for profit organization if the #floor area# of the #standard units# comprising the #lower income housing# constitutes less than half of the total #residential floor area# or community facility #floor area used# as a not for profit institution with sleeping accommodations in the #building#.

Fair rent

At initial occupancy of #lower income housing# that is occupied by a #moderate income household# or a #middle income household# as defined in this Section, "fair rent" shall include an annual rent for each such housing unit equal to not more than 30 percent of the annual income of the tenant of such housing (the "30 Percent Standard").

Upon renewal of a lease for such an existing tenant in #lower income housing#, #fair rent# (the "Rent Stabilization Standard") shall be not more than the then current #fair rent# for such housing plus a percentage increase equal to the percentage increase for a renewal lease of the same term permitted by the Rent Guidelines Board, or its successor, for units subject to the rent stabilization law.

After initial occupancy, upon rental of #lower income housing# to a new tenant, #fair rent# shall be not more than the higher of:

- (a) the then currently applicable "30 Percent Standard"; or
(b) the Rent Stabilization Standard.

In order for rent to be #fair rent#, the following must also apply:

There shall be no additional charge to the tenant for the provision of heat and electric service, except that the Commissioner of Housing Preservation and Development may approve a #lower income housing plan# making a #lower income#, #moderate income# or #middle income household# responsible for the payment of utilities as long as the sum of the following do not exceed 30 percent of said #lower income#, #moderate income# or #middle income household's# income:

- (1) the initial #fair rent#; and

- (2) the monthly costs of a reasonable compensation for these utilities, by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

However, the Commissioner of Housing Preservation and Development may determine that rents satisfying the requirements of City, State or Federal programs assisting #lower income housing# will be considered #fair rent#, provided that such rents do not exceed 30 percent of a #moderate income# or #middle income household's# income, as applicable, and provided further that upon expiration or termination of the requirements of the City, State or Federal program, rent increases and re-rentals shall be subject to the higher of the then currently applicable 30 Percent Standard or the Rent Stabilization Standard.

#Fair rent# shall include, in addition to that rent permitted pursuant to Section 23-93, the payment of principal and interest on mortgage debt, and #lower income#, #moderate income# or #middle income housing# may secure such debt, provided that, as of the date of the approval of the #lower income housing plan#, the Commissioner of Housing Preservation and Development finds that the total annual rent, when such interest and principal payments are deducted, is in compliance with the requirements of paragraph (c) (Rent Levels) of Section 23-95 (Lower Income Housing Requirements), and provided that the lender agrees to enter into a written agreement which subordinates such debt to the provisions of the #lower income housing plan#.

Lower income household

"Lower income households" shall also include all existing households in tenancy, provided such households occupy units that are within a #building# in which rents for all occupied units are regulated by City or State law, and the aggregate maximum permitted annual rent roll for such occupied units, divided by the number of occupied units, is less than 30 percent of the applicable income limit for a #lower income household# as provided in this Section. In determining the applicable income limit for such #lower income households#, the Commissioner of Housing Preservation and Development may make adjustments, consistent with the U.S. Department of Housing and Urban Development regulations, for the number of persons residing in each unit.

Lower income housing

For the purposes of this Section, "lower income housing" shall include #standard units# assisted under City, State or Federal programs, where such housing is occupied, or to be occupied, by #lower income#, #moderate income# or #middle income households#.

Moderate income household

For the purposes of this Section, a "moderate income household" is a #family# having an income equal to or less than the following proportion of the income limits (the "80 Percent of SMSA Limits") for New York City residents established by the U.S. Department of Housing and Urban Development pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended, for lower income families receiving housing assistance payments: 125/80.

Middle income household

For the purposes of this Section, a "middle income household" is a #family# having an income equal to or less than the following proportion of the income limits (the "80 Percent of SMSA Limits") for New York City residents established by the U. S. Department of Housing and Urban Development pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended, for lower income families receiving housing assistance payments: 175/80.

98-262 Floor area increase

For #developments# or #enlargements# that have increased their permitted #floor area# through the transfer of development rights from the #High Line Transfer Corridor# by the minimum amount specified in the table in Section 98-22 (Maximum Floor Area Ratio and Lot Coverage in Subareas), and for conversions of non-residential buildings#, or portions thereof, to #dwelling units# where the total #residential floor area# on the #zoning lot# will exceed the applicable basic maximum #floor area ratio# specified in the table in Section 98-22, such maximum permitted #floor area# may be increased through the provision of #affordable housing# pursuant to the Inclusionary Housing program as modified in Section 98-26, inclusive, to the maximum amount specified in the table in Section 98-22, provided that:

- (a) In C6-4 Districts:
(1) the amount of #low income floor area# is equal to at least 20 percent of the total #residential floor area# on the #zoning lot# is occupied by #lower income households#;
(2) the amount of #low income floor area# is equal to at least 10 percent of the total #residential floor area# on the #zoning lot#, is occupied by #lower income households# and the amount of #moderate income floor area# is equal to at least 15 percent of the total #residential floor area# on the #zoning lot# is occupied by #moderate income households#; or
(3) the amount of #low income floor area# is

equal to at least 10 percent of the total #residential floor area# on the #zoning lot#, is occupied by #lower income households# and the amount of #middle income floor area# is equal to at least 20 percent of the total #residential floor area# on the #zoning lot# is occupied by #middle income households#.

(b) In C6-3 Districts:

- (1) the amount of #low income floor area# is equal to at least 10 percent of the total #residential floor area# on the #zoning lot# is occupied by #lower income households#;
(2) the amount of #low income floor area# is equal to at least 5 five percent of the total #residential floor area# on the #zoning lot#, is occupied by #lower income households# and the amount of #moderate income floor area# is equal to at least 7.5 percent of the total #residential floor area# on the #zoning lot# is occupied by #moderate income households#; or
(3) the amount of #low income floor area# is equal to at least 5 five percent of the total #residential floor area# on the #zoning lot#, is occupied by #lower income households# and the amount of #middle income floor area# is equal to at least 10 percent of the total #residential floor area# on the #zoning lot# is occupied by #middle income households#.

Where #lower#, #moderate# or #middle income housing# is provided on a #zoning lot# other than the #zoning lot# occupied by the #compensated development#, the percentage of #residential floor area# required to be occupied by such households pursuant to this Section shall be determined as a percentage of the #residential floor area# on the #zoning lot# of such #compensated development#, inclusive of #floor area# bonused pursuant to this Section.

For the purposes of this Section 98-262, inclusive, #low income floor area# may be considered #moderate income floor area# or #middle income floor area#, and #moderate income floor area# may be considered #middle income floor area#.

However, in those subareas, or portions thereof, where the Inclusionary Housing Program is applicable, and where the Chairperson of the Department of City Planning has certified that at least 90 percent of the total development rights within the #High Line Transfer Corridor# have been transferred pursuant to Section 98-30, no transfer of #floor area# pursuant to Section 98-30 shall be required, and the basic maximum #floor area ratio# of the #development# or #enlargement# may be increased by up to 2.5 in Subareas B, C and D and on any #zoning lot# located in Subarea I over which the #High Line# does not pass, and up to 5.5 in Subarea A, in accordance with the provisions of paragraph (c) of this Section.

(c) Affordable Housing Fund

Where the Chairperson of the City Planning Commission determines that more than 90 percent of the #floor area# eligible for transfer through the provisions of Section 98-30 have been transferred in accordance with such provisions, the Chairperson shall allow, by certification, an increase in #floor area# on any receiving site as specified in Section 98-33 (Transfer of Development Rights From the High Line Transfer Corridor), up to the amount that otherwise would have been permitted for such receiving site pursuant to Section 98-30, provided that instruments in a form acceptable to the City are executed ensuring that a contribution be deposited in the West Chelsea Affordable Housing Fund. Such fund shall be administered by the Department of Housing Preservation and Development and all contributions to such fund shall be used for the #development#, acquisition or rehabilitation of #lower#, #moderate# or #middle income housing# located in Community District 4 in the Borough of Manhattan. The execution of such instruments shall be a precondition to the filing for or issuing of any building permit for any #development# or #enlargement# utilizing such #floor area# increase. Such contribution amount, by square foot of #floor area# increase, shall be determined, at the time of such Chairperson's certification, by the Commission by rule, and may be adjusted by rule not more than once a year.

Lower income housing requirements

#Developments# that increase #floor area# in accordance with the provisions of Section 98-262 shall comply with the #lower income housing# requirements of Section 23-95, except as modified in this Section.

(a) The provisions of Section 23-95, paragraph (b) (Tenant selection), shall apply, except that in addition, incoming households of #standard units# in #lower income housing# may be #moderate# and #middle income households#, and sublessees of a #moderate# or #middle income household# may also be a #moderate# or #middle income household#.

Furthermore, on and after the issuance of a certificate of occupancy for #lower income housing#, the #administering agent# shall have a duty to rent such housing to #lower#, #moderate# or #middle

income households#, as provided in this Section and in the approved #lower income housing plan#.

This duty to rent shall be satisfied by the #administering agent#, if such agent has in fact rented all such units to #lower#, #moderate# or #middle income households#, as provided in this Section, or has, in good faith, made a continuing public offer to rent such units at rents no greater than the rents authorized by this program or otherwise at law.

(b) The provisions of Section 23-05, paragraph (d) (Income verification), shall apply, except that prior to renting #lower income housing#, the #administering agent# shall verify the income of each household to occupy such housing, to assure that the households are #lower#, #moderate# or #middle income households# as provided by this Section. The #administering agent# shall submit an affidavit to the Commissioner of Housing Preservation and Development upon initial occupancy and annually thereafter attesting that all incoming occupants of #lower income housing# are #lower#, #moderate# or #middle income households# as required by the provisions of this Section and in the approved #lower income housing plan#.

(e) The provisions of Section 23-05, paragraph (g) (Insurance), may be modified by the Commissioner of Housing Preservation and Development to provide priority for lenders participating in the financing of #lower income housing# that is assisted under City, State or Federal programs.

(d) Permits and certificate of occupancy

The requirements of Section 23-05, paragraph (f), shall not apply. In lieu thereof, the provisions of this paragraph, (d), shall apply.

No building permit for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to Section 03-262 (Floor area increase) shall be issued until the Commissioner of Housing Preservation and Development certifies that an acceptable #lower income housing plan# has been filed and approved.

No temporary certificate of occupancy shall be issued for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to Section 03-262 until a temporary certificate of occupancy for each unit of #lower income housing# that is the subject of the #lower income housing plan# accepted by the Commissioner of Housing Preservation and Development has been issued. No permanent certificate of occupancy shall be issued for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to Section 03-262 until a permanent certificate of occupancy for each unit of #lower income housing# that is the subject of the #lower income housing plan# accepted by the Commissioner of Housing Preservation and Development has been issued.

Prior to the issuance of any temporary or permanent certificate of occupancy for any portion of the #compensated development# that utilizes #floor area# bonused pursuant to Section 03-262, the Commissioner of Housing Preservation and Development shall certify that the #lower income housing# is in compliance with the #lower income housing plan#.

(e) The provisions of Sections 23-051, 23-052 and 23-053 shall apply, except that with respect to Sections 23-051, paragraph (a), 23-052, paragraph (b) and 23-053, paragraph (a), #lower income housing# shall be maintained and leased to #lower#, #moderate# or #middle income households#, as provided in this Section, for the life of the increased #floor area#, and in accordance with the approved #lower income housing plan#. Furthermore, the size and distribution requirements of Section 23-051, paragraph (b), may be waived by the Commissioner of Housing Preservation and Development to facilitate the #development# of #lower income housing#, and Section 23-053, paragraph (a), shall be modified to provide that the #administering agent# shall not be required to verify the income of households in tenancy as of the date upon which the Commissioner of Housing Preservation and Development approves the #lower income housing plan#.

ARTICLE XI SPECIAL PURPOSE DISTRICTS

Chapter 5 Special Downtown Jamaica District

115-211 Special Inclusionary Housing regulations

(a) Applicability R7A, R7X, C4-4A, C4-5X, C6-2, C6-3 and C6-4 Districts within the #Special Downtown Jamaica District# shall be #Inclusionary Housing designated areas#, pursuant to Section 12-10 (DEFINITIONS), for the purpose of making the Inclusionary Housing Program regulations of Section 23-90

(INCLUSIONARY HOUSING), inclusive, applicable as modified, within the Special District.

(b) Maximum #floor area ratio#

The maximum #floor area ratio# for any #building# containing #residences# shall not exceed the base #floor area ratio# set forth in the following table, except that such base #floor area ratio# may be increased to the maximum #floor area ratio# set forth in Section 23-9542 through the provision of #lower income housing#, pursuant to the provisions relating to #Inclusionary Housing designated areas# in Section 23-90 (INCLUSIONARY HOUSING), inclusive.

Table with 2 columns: District, Base #Floor Area Ratio#. Rows include R7A C4-4A (3.45), R7X C4-5X (3.75), R8 C6-2 (5.4), R9 C6-3 (6.0), R10 C6-4 (9.0).

(c) Modification of location requirements

The requirements of paragraph (a) of Section 23-9526 (Requirements for Generating Sites Substantial rehabilitation and off-site new construction options) shall be modified as follows: A #Lower income housing generating site# may be located in any #Inclusionary Housing designated area# within the #Special Downtown Jamaica District#.

(d) Height and setback

The height and setback regulations of paragraph (b) of Section 23-94254 shall not apply. In lieu thereof, the special height and setback regulations of Section 115-22, inclusive, of this Chapter shall apply.

Article XI - Special Purpose Districts Chapter 7 Special Long Island City Mixed Use District

117-631 Floor area ratio and lot coverage modifications

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

(b) Maximum #floor area ratio# and lot coverage for #residential uses#

- (1) M1-2/R5B designated district. The maximum #floor area ratio# for #residential use# shall be 1.65. The maximum #lot coverage# for a #residential building# shall be 60 percent on an #interior lot# or #through lot# and 80 percent on a #corner lot#.

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

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

Article XII - Special Purpose Districts

Chapter 3 Special Mixed Use District

* * *

123-64 Maximum Floor Area Ratio and Lot Coverage Requirements for Mixed Use Buildings

(a) Maximum #floor area ratio# (1) Manufacturing or commercial portions

The maximum #floor area ratio# permitted for the #manufacturing# or #commercial# portion of a #mixed use building# in #Special Mixed Use Districts# shall be the applicable maximum #floor area ratio# permitted for #manufacturing# or #commercial buildings# under the provisions of Section 43-12, in accordance with the designated M1 District.

(2) Community facility portion

The maximum #floor area ratio# permitted for the #community facility# portion of a #mixed use building# in #Special Mixed Use Districts# shall be the applicable maximum #floor area ratio# permitted for #community facility buildings# under the provisions of Section 24-11, in accordance with the designated #Residence District#.

(3) #Residential# portion

Where the #Residence District# designation is an R3, R4 or R5 District, the maximum #floor area ratio# permitted for the #residential# portion of a #mixed use building# in #Special Mixed Use Districts# shall be the applicable maximum #floor area ratio# permitted for #residential buildings# under the provisions of Sections 23-14 and 23-141, in accordance with the designated #Residence District#.

Where the #Residence District# designation is an R6, R7, R8, R9 or R10 District, the maximum #floor area ratio# permitted for the #residential# portion of a #mixed use building# in #Special Mixed Use Districts# shall be the applicable maximum #floor area ratio# permitted for #residential buildings# under the provisions of Section 123-63, in accordance with the designated #Residence District#.

(4) Maximum #floor area# in #mixed use buildings#

The maximum total #floor area# in a #mixed use building# in #Special Mixed Use Districts# shall be the maximum #floor area# permitted for either the #commercial#, #manufacturing#, #community facility# or #residential# portion of such #building#, as set forth in this Section, whichever permits the greatest amount of #floor area#.

However, in the #Inclusionary Housing designated areas# set forth in Section 23-922 (Inclusionary Housing designated areas), except within Waterfront Access Plan BK-1, the maximum #floor area ratios# permitted for #zoning lots# containing #residential# and #commercial#, #community facility#, or #manufacturing uses# shall be the base #floor area ratio# set forth in of Section 23-9542 for the applicable district. Such base #floor area ratio# may be increased to the maximum #floor area ratio# set forth in such Section only through the provision of #lower income housing# pursuant to Section 23-90 (INCLUSIONARY HOUSING), inclusive (In Inclusionary Housing designated areas) shall apply.

Article XII - Special Purpose Districts Chapter 5 Special Southern Hunters Point District

125-22 Newtown Creek Subdistrict

In the Newtown Creek Subdistrict, the maximum #floor area ratio# shall be 2.75, and may be increased only as set forth in this Section.

(a) #Floor area# bonus for public amenities

For #developments# located within the Newtown Creek Subdistrict that provide a publicly accessible private street and open area, the #floor area ratio# may be increased from 2.75 to a maximum permitted #floor area ratio# of 3.75, provided that the Chairperson of the City Planning Commission has certified that such publicly accessible private street and open area comply with the design standards of Section 125-44 (Private Street Requirements in Newtown Creek Subdistrict) and Section 125-45 (Publicly Accessible Open Area in Newtown Creek Subdistrict).

- (b) #Floor area# increase for Inclusionary Housing
- (1) Within the #Special Southern Hunters Point District#, the Newtown Creek Subdistrict shall be an #Inclusionary Housing designated area#, pursuant to Section 12-10 (DEFINITIONS), for the purpose of making the Inclusionary Housing Program regulations of Section 23- 90, inclusive, and this Section, applicable within the Special District.
- (2) In the Newtown Creek Subdistrict, for #developments# that provide a publicly accessible private street and open area that comply with the provisions of paragraph (a) of this Section, the #floor area ratio# for any #zoning lot# with #buildings# containing #residences# may be increased from 3.75 to a maximum #floor area ratio# of 5.0 through the provision of #lower income housing#, pursuant to the provisions relating to #Inclusionary Housing designated areas# in Section 23-90 (INCLUSIONARY HOUSING), except that:
- (i) the height and setback regulations of paragraph (ba) of Section 23-94~~25~~4 shall not apply. In lieu thereof, the special height and setback regulations of Section 125-30 (HEIGHT AND SETBACK REGULATIONS), inclusive, of this Chapter shall apply; and
- (ii) the provisions of paragraph (a)~~(2)~~ of Section 23- 95~~26~~26 (~~Substantial rehabilitation and off site new construction options~~Requirements for Generating Sites) shall be modified to require that in the event the #lower income housing# is not located within the same Community District as the #compensated development zoning lot#, it ~~is~~shall be located within a one-half mile radius of the #compensated development zoning lot# in an adjacent Community District in the Borough of Queens.

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

m6-20

COMMUNITY BOARDS

■ PUBLIC HEARINGS

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. 6 - Wednesday, May 13, 2009 at 6:30 P.M., Abraham Plaza, 1870 Crotona Avenue, (corner of East 176th St.), Bronx, NY

#C 090342ZMX

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development, pursuant to Section 197-c and 201 of the New York City Charter for an amendment of the zoning map, eliminating within an existing R7-1 district a C1-4 district bounded by a line 100 feet northwesterly of Southern Boulevard, a line 70 feet southwesterly of East 176th Street, and a line 80 feet southeasterly of Traflger Place.

m7-13

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

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 7 - Monday, May 11, 2009 at 7:00 P.M., Union Plaza Care Center, 33-23 Union Street, Flushing, NY

BSA# 45-09-A-BZ

Location: 142-19 Cherry Avenue
 The instant application is filed on the theory that the owner of the subject premises has obtained a common law vested right to continue construction. The application seeks a determination that the owner has completed substantial construction and incurred considerable financial expenditures prior to the effective date of rezoning and therefore common law rights to continue construction have vested under the prior R7-1 zoning designation.

BSA# 30-09-BZ

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

m5-11

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 - Tuesday, May 12, 2009 at 7:30 P.M., 197-15 Hillside Avenue, Hollis, NY

Cinque Fratelli, Inc., located at 178-01 Union Turnpike, is requesting a renewal license to continue to maintain and operate an unenclosed sidewalk cafe with 20 tables and 41 seats. No alterations have been made to the unenclosed sidewalk face since the last submission of the plans in May 2007.

m6-12

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

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 5 - Monday, May 11, 2009 at 7:30 P.M., Christ the King High School (cafeteria), 68-02 Metropolitan Avenue, Middle Village, NY

#C 090382ZMQ

IN THE MATTER OF an application submitted by the Department of City Planning, pursuant to Section 197-c and 201 of the New York City Charter for an amendment of the zoning map to rezone approximately 300 blocks in the Queens communities of Middle Village, Glendale and Maspeth, Queens-Midtown Expressway to the north, Woodhaven Boulevard on the eastern border; Forest Park, Mount Lebanon Cemetery, Cypress Hills Cemetery, Mount Carmel Cemetery, Beth-El Cemetery, Union Field Cemetery, Mount Judah Cemetery, Cemetery of the Evergreens and Knollwood Park Cemetery on the southern border; and Cody Avenue, the Bay Ridge Division of the Long Island Rail Road, the LIRR Montauk Line, and 59th Street on the western and south west borders.

m5-11

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 1 - Tuesday, May 12, 2009 at 6:30 P.M., Swinging 60's Senior Citizens Center, 211 Ainslie Street, Brooklyn, NY

#C 090379HAK

640 Broadway
 IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD), pursuant to Section 197-c of the New York City Charter for the disposition of such property, to facilitate the development of a five-story mixed-use building with approximately nine residential units and commercial space to be developed, within the Broadway Triangle Urban Renewal Area, as an Urban Development Action Area.

m6-12

BOARD OF CORRECTION

■ MEETING

Please take note that the next meeting of the Board of Correction will be held on May 14, 2009 at 9:00 A.M., in the Conference Room of the Board of Correction. Located at: 51 Chambers Street, Room 929, New York, NY 10007.

At that time, there will be a discussion of various issues concerning New York City's correctional system.

m7-14

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, May 14, 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.

m7-13

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, May 13, 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.

m4-13

LANDMARKS PRESERVATION COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, chapter 3 of the Administrative Code of the City

of New York (Sections 25-307, 25-308, 25,309, 25-313, 25-318, 25-320) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), on Tuesday, **May 19, 2009** at 9:30 A.M. in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

CERTIFICATE OF APPROPRIATENESS
 BOROUGH OF QUEENS 09-8066 - Block 8066, lot 60-237-17 38th Road - Douglaston Historic District
 A Contemporary Colonial Revival style house built 1961 and altered in 2008. Application is to legalize work completed in non-compliance with Certificate of Appropriateness 07-8128, and alterations to the front yard without Landmarks Preservation Commission permits.

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

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

CERTIFICATE OF APPROPRIATENESS
 BOROUGH OF MANHATTAN 09-6675 - Block 620, lot 71-234 West 4th Street - Greenwich Village Historic District
 An apartment house originally built in 1891 and altered in 1927. Application is to replace windows and to establish a master plan governing the future installation of through-window air conditioning units.

CERTIFICATE OF APPROPRIATENESS
 BOROUGH OF MANHATTAN 09-8552 - Block 572, lot 62-37-39 West 8th Street - Greenwich Village Historic District
 A loft building remodeled to its present appearance in 1908, and a loft building built in 1910, with a later addition. Application is to enlarge window openings, install a door and infill, and install rooftop railings.

CERTIFICATE OF APPROPRIATENESS
 BOROUGH OF MANHATTAN 09-8102 - Block 550, lot 1-1 Washington Square North - Greenwich Village Historic District
 A Greek Revival style rowhouse built in 1833. Application is to install a flagpole.

CERTIFICATE OF APPROPRIATENESS
 BOROUGH OF MANHATTAN 09-5560 - Block 634, lot 53-763 Greenwich Street - Greenwich Village Historic District
 A Greek Revival style house built in 1838 and subsequently altered. Application is to install mechanical equipment and a railing at the roof, and to construct a rear yard addition and excavate at the rear yard. Zoned C1-6.

CERTIFICATE OF APPROPRIATENESS
 BOROUGH OF MANHATTAN 09-7077 - Block 738, lot 80-56 9th Avenue - Gansevoort Market Historic District
 A Greek Revival style rowhouse with stores, built c. 1841-1842. Application is to install storefront infill.

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. Zoned C6-2.

CERTIFICATE OF APPROPRIATENESS
 BOROUGH OF MANHATTAN 09-6816 - Block 699, lot 5-547 West 27th Street, aka 548 West 28th Street - West Chelsea Historic District
 An American Round Arch style factory building designed by William Higginson and built in 1899-1900. Application is to install storefront infill and stretch banners.

BINDING REPORT
 BOROUGH OF MANHATTAN 09-7692 - Block 719, lot 3-469 West 21st Street - Chelsea Historic District
 An Italianate style rowhouse built in 1853. Application is to install lightposts, construct rear yard and rooftop additions, alter the rear facade, and install mechanical equipment on the roof. Zoned R7B.

CERTIFICATE OF APPROPRIATENESS
 BOROUGH OF MANHATTAN 09-8128 - Block 822, lot 58-30-32 West 21st Street - Ladies' Mile Historic District
 A neo-Renaissance style store and loft building designed by Buchman & Fox and built in 1907, and a vacant lot. Application is to install a fence, HVAC equipment, paving, and planters.

BINDING REPORT
 BOROUGH OF MANHATTAN 09-8603 - Block 922, lot 1-Stuyvesant Square Park - Stuyvesant Square Historic District
 A public park originally designed circa 1840s and redesigned in 1946. Application is to install gates and remove paving.

CERTIFICATE OF APPROPRIATENESS
 BOROUGH OF MANHATTAN 09-8585 - Block 1016, lot 51-

236 West 45th Street - The Plymouth Theater-Interior Landmark, Individual Landmark
A theater designed by Herbert J. Krapp, and built in 1917-18. Application is to replace windows.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-8310 - Block 1305, lot 1-109 East 50th Street - St. Bartholomew's Church and Community House-Individual Landmark
A Byzantine style church designed by Bertram Goodhue and built in 1914-19. Application is to install new paving at the terrace.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7948 - Block 1125, lot 24-13-25 West 72nd Street, aka 14-18 West 73rd Street - Upper West Side/Central Park West Historic District
A modern style apartment building designed by Horace Ginsbern & Associates and built in 1961-63. Application is to replace windows.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7556 - Block 1200, lot 9, 10-43-45 West 86th Street - Upper West Side/Central Park West Historic District
Two Georgian Revival style rowhouses designed by John H. Duncan, and built in 1895-96. Application is to combine two buildings, construct rooftop and rear yard additions, and alter the facades. Zoned R10A.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-6808 - Block 1229, lot 35-452 Amsterdam Avenue - Upper West Side/Central Park West Historic District
A Romanesque Revival style flats building designed by Gilbert A. Schellenger and built in 1891. Application is to replace storefront infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-8545 - Block 1378, lot 22-713 Madison Avenue - Upper East Side Historic District
A neo-Grec style rowhouse designed by Charles Baxter, built in 1877 and altered in 1915. Application is to install a new storefront.

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

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

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-1475 - Block 2111, lot 11-321 Ashland Place - Brooklyn Academy of Music Historic District
A Classically inspired institutional building designed by Voorhees, Gmelin & Walker, and built in 1927. Application is to demolish a portion of the existing building, and construct an addition. Zoned C6-1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-7535 - Block 291, lot 25-224 Clinton Street - Cobble Hill Historic District
A transitional Greek Revival/Italianate style house built in 1847-48. Application is to alter the areaway.

BINDING REPORT
BOROUGH OF THE BRONX 09-7382 - Block 3222, lot 62-2060 Sedgwick Avenue - Gould Memorial Library-Interior Landmark-Individual Landmark
A Roman Classical style library interior designed by Stanford White, and built in 1897-1899. Application is to install an interior fire egress door.

m6-19

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 40 Worth Street, Room 814 commencing at 2:00 P.M. on Wednesday, May 13, 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 St. Luke's-Roosevelt Hospital Center to continue to maintain and use a bridge over and across West 114th Street, east of Amsterdam Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$20,272
For the period July 1, 2010 to June 30, 2011 - \$20,862
For the period July 1, 2011 to June 30, 2012 - \$21,452
For the period July 1, 2012 to June 30, 2013 - \$22,042
For the period July 1, 2013 to June 30, 2014 - \$22,632
For the period July 1, 2014 to June 30, 2015 - \$23,222
For the period July 1, 2015 to June 30, 2016 - \$23,812
For the period July 1, 2016 to June 30, 2017 - \$24,402

For the period July 1, 2017 to June 30, 2018 - \$24,992
For the period July 1, 2018 to June 30, 2019 - \$25,582

the maintenance of a security deposit in the sum of \$25,600, 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.

#2 In the matter of a proposed revocable consent authorizing 1285 LLC to continue to maintain and use a tunnel under and across West 51st Street, west of Avenue of the Americas, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$169,095
For the period July 1, 2010 to June 30, 2011 - \$174,168
For the period July 1, 2011 to June 30, 2012 - \$179,241
For the period July 1, 2012 to June 30, 2013 - \$184,314
For the period July 1, 2013 to June 30, 2014 - \$189,387
For the period July 1, 2014 to June 30, 2015 - \$194,460
For the period July 1, 2015 to June 30, 2016 - \$199,533
For the period July 1, 2016 to June 30, 2017 - \$204,606
For the period July 1, 2017 to June 30, 2018 - \$209,679
For the period July 1, 2018 to June 30, 2019 - \$214,752

the maintenance of a security deposit in the sum of \$214,800, 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.

#3 In the matter of a proposed revocable consent authorizing Cornell University modification of the consent so as to construct, maintain and use an additional conduit under, across and along East 70th Street, west of York Avenue, in the Borough of Manhattan. The proposed modified revocable consent is for a term of five years from the date of Approval by the Mayor and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$18,309
For the period July 1, 2010 to June 30, 2011 - \$18,736
For the period July 1, 2011 to June 30, 2012 - \$19,163
For the period July 1, 2012 to June 30, 2013 - \$19,590
For the period July 1, 2013 to June 30, 2014 - \$20,017

the maintenance of a security deposit in the sum of \$35,000, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

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

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

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

#5 In the matter of a proposed revocable consent authorizing Edmund L. Resor to continue to maintain and use a stoop, steps and planted areas on the south sidewalk of East 90th Street, west of Central Park West, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

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

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

#6 In the matter of a proposed revocable consent authorizing Promesa Inc. to continue to maintain and use two communication conduits under and across East 175th Street, between Anthony Avenue and Clay Avenue, in the Borough of the Bronx. 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, 2009 - \$25/annum

the maintenance of a security deposit in the sum of \$2,500, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

a22-m13

■ NOTICE

COMMUTER VAN SERVICE AUTHORITY APPLICATION

NOTICE IS HEREBY GIVEN that the Department of Transportation has received an application for a commuter van service authority. The applicant proposes to operate a van service in the Borough of Brooklyn from a residential area of Brooklyn bounded on the north by Empire Blvd. between Ocean Avenue on the west, and Remsen Avenue and Ralph Avenue on the east. Bounded on the east by Ralph Avenue between Remsen Avenue and Mill Avenue, then one

block south on Mill Avenue between Ralph Avenue and Avenue U. Bounded on the south by Avenue U between Mill Avenue and Ocean Avenue, bounded on the west by Ocean Avenue between Avenue U and Empire Blvd. From said territory to mass transit facilities and shopping center of downtown Brooklyn. The applicant is Legacy Van Lines. They can be reached at 1143 East 42nd Street, Brooklyn, NY 11210. The applicant is proposing to use 3 van(s) daily to provide this service 24 hours a day.

There will be a public hearing held on Wednesday, June 17, 2009 at the Brooklyn Borough President's Office, 209 Joralemon Street, Community Room, Brooklyn, NY 11201 from 2:00 P.M. to 4:00 P.M. so you may have 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, NY 10013 no later than June 17, 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.

m1-7

COMMUTER VAN SERVICE AUTHORITY SIX-YEAR RENEWAL

NOTICE IS HEREBY GIVEN that the Department of Transportation is conducting a hearing on the Six-Year Renewal of a Van Authority in the Borough of Queens. The van company requesting renewal is: **Yours N'Mine Transportation Service Inc.**, 146-28 Guy R Brewer Blvd., Jamaica, NY 11434.

There will be a public hearing held on Tuesday, June 2, 2009 at Queens Borough Hall, Room 213, Part 1, 120-55 Queens Blvd., Kew Gardens, New York 11424 so that you may have an opportunity to voice your position on this application. In addition, written comments in support or in opposition 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, NY 10013 no later than June 2, 2009. Any written comments received after this date may not be considered. Those opposing the renewal must clearly specify why the existing services will not meet present and/or future public convenience and necessity.

m1-7

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ AUCTION

PUBLIC AUCTION SALE NUMBER 09001 - W & X

NOTICE IS HEREBY GIVEN of a bi-weekly public auction of City fleet vehicles consisting of cars, vans and light duty vehicles to be held on Wednesday, May 13, 2009 (SALE NUMBER 09001-W). 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, May 27, 2009 (SALE NUMBER 09001-X) 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.

m5-27

■ SALE BY SEALED BID

SALE OF: 3 YEAR CONTRACT FOR SCRAP METAL REMOVAL VIA CONTAINER

S.P.: 09016

DUE: May 12, 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.

a29-m12

SALE OF: 12 LOTS OF ROLL-OFF CONTAINERS, USED.

S.P.#: 09020

DUE: May 19, 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.

m6-19

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 1158**

NOTICE IS HEREBY GIVEN of a ONE (1) day public auction of unclaimed salvage vehicles, motorcycles, automobiles, trucks, and vans. Inspection day is May 18, 2009 from 10:00 A.M. - 2:00 P.M.

Salvage vehicles, motorcycles, automobiles, trucks, and vans will be auctioned on May 19, 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.

m6-19

PROCUREMENT

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

CITY UNIVERSITY**■ INTENT TO AWARD**

Goods & Services

BRUKER BIOSPIN ADVANCE III 400 HIGH PERFORMANCE DIGITAL NMR SPECTROMETER – Negotiated Acquisition – Available only from a single source – PIN# 200902219054 – DUE 05-26-09 AT 11:30 A.M. – Kingsborough Community College intends to enter into a single source negotiated acquisition with Bruker Biospin for the purchase of an Advance III 400 High Performance Digital NMR Spectrometer for the purpose of
1) Training undergraduate students in the field of Physical Science,
2) Supporting current ongoing research collaborations between Kingsborough Community College Temple University, St. Johns University, and Brookhaven National Labs.
Spectrometer and Software must be 100% compatible with these institutions. Prospective vendors shall have at least one (1) year experience in the manufacturing and servicing of NMR Spectrometers and related software.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Kingsborough Community College, 2001 Oriental Blvd., Brooklyn, NY 11235. Attn: Purchasing Office A207K.
Lynn Relay (718) 368-4602, lrelay@kbcc.cuny.edu

m7

CITYWIDE ADMINISTRATIVE SERVICES**■ SOLICITATIONS**

Goods

PURCHASE OF OFFICIALLY LICENSED NYC GOODS, "I LOVE NY" GOODS, GENERIC ITEMS AND PROPRIETARY SOUVENIRS – Sole Source – Available only from a single source – PIN# 856090000896 – DUE 05-18-09 AT 5:00 P.M. – The Department of Citywide Administrative Services intends to enter into sole source negotiations to Purchase Officially Licensed NYC Goods, "I Love NY" Goods, Generic items and proprietary souvenirs with Torkia International, Inc., 555 Winsor Drive, Secaucus, NJ 07094, for 1,095 consecutive calendar days. Any firm which believes that it can also provide this requirement is invited to so indicate by letter to: DCAS, Office of Contracts, 1 Centre Street, 18th Floor North, New York, NY 10007. Grace Seebol, Deputy Agency Contracting Office, (212) 669-3538, gseebol@dcas.nyc.gov

m4-8

DIVISION OF MUNICIPAL SUPPLY SERVICES**■ 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.

j4-17

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.

j4-17

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.

j4-17

DESIGN & CONSTRUCTION**CONTRACT SECTION****■ SOLICITATIONS**

Construction / Construction Services

MARINERS HARBOR NEW BRANCH LIBRARY - STATEN ISLAND – Competitive Sealed Bids –

DUE 06-01-09 AT 2:00 P.M. –
PIN# 8502009LN0014C - General Construction
PIN# 8502009LN0010C - Plumbing
PIN# 8502009LN0009C - HVAC
PIN# 8502009LN0013C - Electrical

Project No.: LNC02MHNB. Bid documents are available at: <http://www.nyc.gov/buildnyc>

Special experience requirements apply to the G.C. and Electrical trades only.
Apprenticeship participation requirements apply to the G.C. Contract only. Vendor Source ID#: 59770.

This bid solicitation includes M/WBE Participation Goal(s) for subcontracted work. For the MWBE goals, please visit our website at www.nyc.gov/buildnyc see "Bid Opportunities". For more information about MWBE certification, please call 311 or go to www.nyc.gov/getcertified

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.
Design and Construction, 30-30 Thomson Avenue, 1st Floor Long Island City, NY 11101. Ben Perrone (718) 391-2614.

m7

WASHINGTON HEIGHTS LIBRARY RENOVATION - MANHATTAN – Competitive Sealed Bids – PIN# 8502009LN0015C – DUE 05-29-09 AT 2:00 P.M. – Project No.: LNMWHTREA. Contract documents will not be sold after Thursday, May 21, 2009.

There will be a Mandatory Pre-bid Walk-thru on Friday, May 22, 2009 at 10:00 A.M. at the Washington Heights Library located at 1000 Saint Nicholas Avenue, New York, NY 10032.

Special experience requirements apply to this contract. Bid documents are available at: <http://www.nyc.gov/buildnyc>. Vendor Source ID#: 59771.

This bid solicitation includes M/WBE Participation Goal(s) for subcontracted work. For the MWBE goals, please visit our website at www.nyc.gov/buildnyc see "Bid Opportunities". For more information about MWBE certification, please call 311 or go to www.nyc.gov/getcertified

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.

m7

EDUCATION**DIVISION OF CONTRACTS AND PURCHASING****■ SOLICITATIONS**

Goods & Services

FURNISH AND INSTALL EVANS FURNITURE FOR DIIT – Competitive Sealed Bids – PIN# Z1089040 –

DUE 05-14-09 AT 5:00 P.M. – The purpose of this bid is to supply and install Evans Console Furniture to match compatibility, color and style of existing Evans Consoles. To further build-out the Network Operation Center at 2 Metrotech. If you cannot download this OMA, please send an e-mail to VendorHotline@schools.nyc.gov with the OMA number and title in the subject. For all questions related to this OMA, please send an e-mail to NLabetti@schools.nyc.gov with the OMA's number and title in the subject line of your e-mail. Bid opening: Friday, May 15th, 2009 at 11:00 A.M.

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

m7

HEALTH AND HOSPITALS CORPORATION

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

j1-d31

■ SOLICITATIONS

Goods

BID EXTENSION: LIFESTENT FLEXSTAR VASCULAR STENT SYSTEM – Competitive Sealed Bids – PIN# 11109110 – DUE 05-11-09 AT 3:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Bellevue Hospital Center, 462 First Avenue, Room 12E3 New York, NY 10016. Melissa Cordero (212) 562-2016
melissa.cordero@bellevue.nychhc.org

m7

Goods & Services

MAINTENANCE AND REPAIR FOR REFRIGERATION/FREEZER – Competitive Sealed Bids – PIN# 331-09-042 –

DUE 05-29-09 AT 11:00 A.M. – Mandatory walk thru on Thursday, 5/21/09 at 10:00 A.M. Meet in Room 1N45. For copy of bid fax request to Nadine Patterson at (718) 616-4614.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Coney Island Hospital, 2601 Ocean Parkway, Room 1N45 Brooklyn, NY 11235. Nadine Patterson (718) 616-4271.

m7

Services (Other Than Human Services)

BOILER REPAIR – Competitive Sealed Bids – PIN# 000041209038 – DUE 06-02-09.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Coler-Goldwater Memorial Hospital, 1 Main Street, Roosevelt Island, New York, NY 10044. Starr Kollore (212) 318-4260
starr.kollore@nychhc.org

m7

MATERIALS MANAGEMENT**SOLICITATIONS***Goods & Services***AUTOMOTIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICES** – Competitive Sealed Bids – PIN# 0290058 – DUE 05-19-09 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.
Health and Hospitals Corporation, 346 Broadway, 5th Floor, Room 516, New York, NY 10013.
Jeannette Torres (212) 442-3867, jeannette.torres@nychhc.org

m7

HOMELESS SERVICES**OFFICE OF CONTRACTS AND PROCUREMENT****SOLICITATIONS***Human/Client Service***TRANSITIONAL RESIDENCES FOR HOMELESS/DROP-IN CENTERS** – Competitive Sealed Proposals –

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

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

j12-24

HOUSING AUTHORITY**SOLICITATIONS***Construction/Construction Services***TOILET AND LOCKER ROOM RENOVATION AT BAISLEY PARK** – Competitive Sealed Bids –

PIN# GR8012518 – DUE 05-19-09 AT 10:00 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

m6-12

REQUIREMENT CONTRACT FOR REPLACEMENT AND REPAIR OF INTERIOR COMPACTORS AT VARIOUS DEVELOPMENTS IN BROOKLYN AND STATEN ISLAND – Competitive Sealed Bids –

PIN# RC9006095 – DUE 05-20-09 AT 10:00 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

m7-13

REPLACEMENT OF CONTROLLERS, DOOR OPERATORS AND LANDING CONTROL SYSTEM DEVICES FOR SIX (6) ELEVATORS AT PENNSYLVANIA-WORTMAN AVENUE HOUSES – Competitive Sealed Bids – PIN# EV9005011 – DUE 05-26-09 AT 10:00 A.M. –

● **ROOF REPLACEMENT, MASONRY REPAIR, NEW CORNICE AND ASBESTOS ABATEMENT AT 89-97 (BLDG. #1) AND 99-103 (BLDG. #2) AVENUE “C” LOWER EAST SIDE REHAB. (GROUP 5)** – Competitive Sealed Bids – PIN# RF9003727 – DUE 05-18-09 AT 10:30 A.M.

Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

m4-8

REPAIRING WATER TANK ENCLOSURE AT MOTT HAVEN HOUSES – Competitive Sealed Bids –

PIN# BW8016020 – DUE 05-14-09 AT 10:00 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

m1-7

REPLACEMENT OF UNDERGROUND STEAM DISTRIBUTION SYSTEM AT VARIOUS DEVELOPMENTS – Competitive Sealed Bids –

PIN# HE9005764 – DUE 05-18-09 AT 11:00 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

m5-11

LOCAL LAW 11 BRICK REPAIR AT VARIOUS LOCATIONS (BRONX AND QUEENS) – Competitive Sealed Bids –

PIN# BW9004119 – DUE 05-14-09 AT 10:30 A.M. – Bid documents are available Monday through Friday, 9:00 A.M. to 4:00 P.M., for a \$25.00 fee in the form of a money order or certified check made payable to NYCHA.

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

m1-7

*Construction Related Services***ENERGY PERFORMANCE CONTRACTING PROGRAM** – Request for Qualifications –

PIN# 052609 – DUE 05-26-09 AT 3:00 P.M. – New York City Housing Authority (“NYCHA”) will be retrofitting its building systems over several phases to reduce utility consumption and to use the resulting financial savings from early phases to repay the costs of the energy conservation measures in later phases. Selected building retrofit projects will be implemented through Energy Service Companies (“ESCOs”). The purpose of this Request for Qualifications (“RFQ”) is to enable NYCHA to establish a qualified pool of ESCOs for future energy-efficiency building-retrofit projects. The RFQ will result in a pre-qualified list of ESCOs (“Qualified ESCO(s)”) certified by NYCHA, which will be eligible to bid on expedited competitive solicitations for Energy Projects over a multi-year period.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Housing Authority, 90 Church Street, 6th Floor, New York NY 10007. Edwin Mendez (212) 306-4696
edwin.mendez1@nycha.nyc.gov

m4-8

HOUSING PRESERVATION & DEVELOPMENT**DIVISION OF MAINTENANCE****AWARDS***Services (Other Than Human Services)*

DELEAD/ANALYSIS – Small Purchase – PIN# 80609K905694 – AMT: \$100,000.00 – TO: International Asbestos Testing Laboratories, Inc., 9000 Commerce Parkway, Suite B, Mount Laurel, NJ 08054.

m7

HUMAN RESOURCES ADMINISTRATION**INTENT TO AWARD***Services (Other Than Human Services)*

DATA/VOICE INFRASTRUCTURE – Negotiated Acquisition – Judgment required in evaluating proposals - PIN# 069-01-310-0007 – DUE 05-15-09 AT 5:00 P.M. – The Human Resources Administration (HRA)/Management Information Systems (MIS), in accordance with Section 3-04 (b)(2)(iii) of the New York City Procurement Policy Board (PPB) Rules, intends to enter into negotiations with AT&T Corp., the organization that currently provides installation of Data/Voice Infrastructure (services) to HRA, for a contract extension for a period of twelve (12) months. There is a compelling need to extend the contract once more as bid solicitations (held on 12/15/08 and 3/04/09) for the services were unsuccessful. Vendors interested in responding to future solicitation for these services must retain a New York State Office of General Services Contract or U.S. General Services Administration Contract containing references of all Systimax products and services with appropriate pricing. You may contact Ms. Lin Jia at (718) 510-0379 or jial@hra.nyc.gov for further information. Anyone having comments on vendor performance of the proposed contract extension may contact Mr. Chukus Obicheta at (718) 510-8535 on or before 5/15/09. You may also write to: Chukus Obicheta, HRA/MIS, Office of Budget and Contracts, 15 Metrotech Center, 12th Fl., Brooklyn, NY 11201. Phone: (718) 510-8535, obicheta@hra.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.
Human Resources Administration, 15 Metrotech Center 12th Fl., Brooklyn, NY 11201.
Chukus Obicheta (718) 510-8535.

m5-11

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS**SOLICITATIONS***Goods & Services*

HANDHELD METER READING DEVICES, MAINTENANCE AND REPAIR SERVICES – Sole Source – Available only from a single source - PIN# 85809SS00040 – DUE 05-11-09 AT 3:00 P.M. – DoITT intends to enter into negotiations with Northrop Grumman Commercial

Information Services to provide handheld meter reading devices, maintenance and repair services on behalf of DEP. The handheld electronic meter reading devices are loaded with VersaProbe software application and able to read Shlumberger ARB v, ProRead plus; Sensus and Kent water meters. Any firm which believes it can provide the required services for the current procurement or in the future is invited to express interest via email to acco@doitt.nyc.gov by May 11, 2009, 3:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Information Technology and Telecommunications, 75 Park Place, 9th Floor, New York, NY 10007. Margaret Budzinska (212) 788-6510,
mbudzinska@doitt.nyc.gov

m4-8

MAINTENANCE, REPAIR, MODIFICATION, UPGRADES AND CABLING SERVICES FOR DOITT'S MANAGED NEC PBX SYSTEMS – Negotiated Acquisition –

PIN# 85809NA00041 – DUE 05-11-09 AT 3:00 P.M. – DoITT intends to enter into negotiations with Verizon Select Services to provide maintenance, repair, modifications, upgrades and cabling services for DoITT's managed NEC PBX Systems. Any firm which believes it can provide the required services for the current procurement or in the future is invited to express interest via email to acco@doitt.nyc.gov by May 11, 2009, 3:00 P.M.

The services cannot be timely procured through competitive sealed bidding or competitive sealed proposals. DoITT's utilizing the Negotiated Acquisition Extension procurement source method to provide the necessary goods and services in order to continue to provide uninterrupted service.

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 Information Technology and Telecommunications, 75 Park Place, 9th Floor, New York, NY 10007. Margaret Budzinska (212) 788-6510,
mbudzinska@doitt.nyc.gov

m4-8

LAW**SOLICITATIONS***Services (Other Than Human Services)***STRUCTURED JUDGMENT/SETTLEMENT CONSULTANT SERVICES** – Request for Qualifications –

PIN# 02509X100023 – DUE 06-04-09 AT 5:00 P.M. – The New York City Law Department (“Department”) seeks Expressions of Interest (“EOI”) from qualified structured judgment and settlement brokers and/or firms to assist the City of New York (“City”) with structured judgments and/or settlements in cases brought against:
 (1) the City, its agencies and/or employees; and
 (2) the NYC Department of Education and/or its employees. The intention is to create a panel of approximately five firms to assist the Department's Tort Division with structured judgments and/or settlements. It is anticipated that assignments will be made to firms on the panel on a rotating and case-by-case basis and that this panel will be in place for a period of approximately five years from the date it is established. Consultation services will include the following:
 (1) providing annuity quotes and settlement illustrations;
 (2) reviewing and pricing life care plans;
 (3) attending court hearings, mediations and settlement conferences;
 (4) preparing court documents, such as infant compromise orders, settlement agreements, judgments, Medicare Set Asides, Special and/or Supplemental Needs Trusts and other trust agreements; and
 (5) periodic counseling and training of Law Department staff on the use of structured settlements and on the case law, mechanics and calculations required on periodic judgments. Firms will be selected for inclusion on the panel on the basis of the Department's evaluation of the EOIs submitted in response to this notice. The EOI should document and demonstrate that the interested firm has
 (1) substantial experience in the structuring of judgments and settlements in personal injury cases;
 (2) the ability to draft legal forms including settlement and trust agreements, infant compromise orders and judgments in accordance with CPLR Articles 50-A and B and applicable case law; and
 (3) sufficient personnel and other resources to enable the firm to handle in a timely manner a significant volume of structured judgments and/or settlements and to provide related services.

Structured Judgment and Settlement brokers and/or firms wishing to be considered for inclusion on the Department's panel must submit one original and three copies of a written EOI to the contact person identified in this notice at the address and by the time stated in this notice. The EOI should be organized under the three above-specified criteria and should describe, demonstrate and document in detail and with specificity that the firm has the above-specified experience, ability and resources and meets the above-specified minimum requirements. Firms should document that they meet the above-stated minimum requirements by including in their EOIs
 (1) proof of membership in the National Structured Settlements Trade Association and
 (2) a written statement with respect to the firm's readiness, willingness and ability to issue a Certificate of Reliability and Assurances (“CORA”) for each Annuity Contract and Settlement Agreement the firm may prepare at the Department's request. The package containing the EOI should be marked prominently with the above-referenced Procurement Identification Number (PIN 02509X100023) and should otherwise identify the submission as an EOI submitted in response to this notice. Firms whose EOIs are determined to be within a competitive range of technical merit will receive one or more hypothetical cases for which the firm will prepare structured settlements. The written responses to the hypothetical cases will be among the factors considered by the Department in its decision making with respect to placement on the panel. Interested parties can view a copy of the written notice of solicitation by visiting the City Record on Line: <http://a856-internet.nyc.gov/nycvendoronline/VendorShort/asp/VendorMenu.asp>

The following minimum qualification requirements apply to this solicitation:

(1) all structured settlement and judgment brokers and/or firms on the Department's panel must be members of the National Structured Settlements Trade Association; and

(2) all panel members must agree to execute, under oath, a Certificate of Reliability and Assurances ("CORA") which must accompany each Annuity Contract and Settlement Agreement.

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.
Law Department, 100 Church Street, Room 6-204, New York, NY 10007. Tom Dowling, Deputy Agency Chief Contracting Officer, (212) 788-1008, tdowling@law.nyc.gov

m7-13

NYC & COMPANY

SOLICITATIONS

Services (Other Than Human Services)

LICENSING RIGHTS TO MAJOR MERCHANDISE CATEGORIES – Request for Proposals – PIN# NYCCO-09-0504 – DUE 06-26-09 AT 5:00 P.M. – On behalf of the City of New York, NYC & Company, the City's exclusive licensing agent, is seeking proposals from qualified firms for licensing rights within the major merchandise categories listed below.

- Adult Apparel and Accessories
- Children's Apparel and Accessories
- Souvenirs, Novelties and Collectibles
- Plush Products
- Replica Vehicles
- Licensing Representation outside North America

Official City trademarks to be licensed include NYPD, FDNY, NYC Parks and Recreation, Department of Sanitation, Taxi and Limousine Commission, Department of Transportation and the Mayor's Office of Film, Theater and Broadcasting as well as a new stylized "NYC" brand.

Proposals will be considered from manufacturers, master licensees, agents or other parties.

As an alternative to requesting the RFP via the contact information listed in this ad, you can view and download a copy of the RFP by registering your contact information on the form provided at the following web address, www.nycgo.com/licensing.

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.
NYC & Company, 810 7th Avenue, 3rd Floor, New York, NY 10019. Kevin Konrad (212) 484-5446, kkonrad@nycgo.com

m4-15

PARKS AND RECREATION

REVENUE AND CONCESSIONS

SOLICITATIONS

Services (Other Than Human Services)

OPERATION AND MAINTENANCE OF AN 18-HOLE JACK NICKLAUS SIGNATURE GOLF COURSE AND THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A CLUBHOUSE/RESTAURANT/BANQUET FACILITY AND ANCILLARY FACILITIES – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# X126-GC – DUE 08-03-09 AT 3:00 P.M. – At Ferry Point Park, The Bronx. Parks will hold an on-site proposer meeting and site tour on Wednesday, June 10, 2009 at 11:00 A.M. at the Ferry Point Park entrance gate on the east side of the Whitestone Bridge toll plaza. All interested parties are urged to attend.

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

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

a29-m12

INSTALLATION, OPERATION, AND MAINTENANCE OF A BEACH ADVENTURE CONCESSION – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# B169-A-O – DUE 05-22-09 AT 3:00 P.M. – At Coney Island Beach, Brooklyn. Parks will hold an on-site proposer meeting and site tour on Monday, May 11, 2009 at 11:00 A.M. at the entrance to Steeplechase Pier, Coney Island Beach, Brooklyn. All interested parties are urged to attend.

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

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Parks and Recreation, The Arsenal-Central Park 830 Fifth Avenue, Room 407, New York, NY 10021. Eve Mersfelder (212) 360-3407, eve.mersfelder@parks.nyc.gov

a29-m12

POLICE

INTENT TO AWARD

Goods & Services

MANAGEMENT AND MAINTENANCE OF THE PHOTO-IMAGING MANAGEMENT SYSTEMS – Sole Source – Available only from a single source - PIN# 056090000670 – DUE 05-13-09 AT 3:00 P.M. – The New York Police Department (NYPD) intends to enter into negotiations with DataWorks Plus, LLC, to provide management and maintenance of its customized Photo-Imaging Management System (PIMS). PIMS encompasses all of the photo-based applications used by the NYPD. The

contract will include maintenance and support of the software code for PIMS. Any firm which believes it can provide the required services for the current procurement or in the future is invited to express interest via email to sheridan.ameer@nypd.org.

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.
Police Department, 51 Chambers Street, Room 310, New York NY 10007. Sheridan Ameer (646) 610-5221 sheridan.ameer@nypd.org

m6-12

CONTRACT ADMINISTRATION UNIT

AWARDS

Goods & Services

AIR-SEA RESCUE HELICOPTERS – Request for Proposals – PIN# 056070000506 – AMT: \$24,945,854.00 – TO: Edwards and Associates, Inc., 450 Industrial Park Road, Piney Flats, Tennessee 37686. This contract is for the provision of two new air-sea rescue helicopters to the Aviation Unit of the New York City Police Department and for related goods and services.

Judgment is required in evaluating competing proposals for the purchase of two new Air-Sea Rescue Helicopters, and it is in the best interests of the City to require a balancing of price, quality and other factors in selecting a vendor. Thus, pursuant to Section 3-01(d)(2)(ii) of the PPB Rules, it was determined that this solicitation should be done using the Competitive Sealed Proposal method of Source Selection.

m7

SCHOOL CONSTRUCTION AUTHORITY

CONTRACT ADMINISTRATION

SOLICITATIONS

Construction / Construction Services

DEMOLITION OF BUILDING AND NEW 4 STORY/CELLAR – Competitive Sealed Bids – PIN# SCA09-00085B-1 – DUE 06-05-09 AT 3:00 P.M. – PS/IS 277 (Queens). Project Range: \$50,870,000.00 to \$53,544,000.00. Non-refundable bid documents charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Limited List bids will only be accepted from the following Construction Managers/Prime General Contractors: Bovis Lend Lease LMB, Inc.; Hunter Roberts Construction Group, Leon D. DeMatteis Construction Corp.; Petracca and Sons, Inc.; Skanska USA Building, Inc.; Tishman Construction Corp. of NY; Turner Construction Company.

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

m7-13

ELEVATOR REPAIR – Competitive Sealed Bids – PIN# SCA09-12524D-1 – DUE 05-27-09 AT 10:00 A.M. – I.S. 71 (Brooklyn). Project Range: \$480,000.00 to \$504,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

m7-13

DEMOLITION OF EXISTING BUILDING AND CONSTRUCTION OF NEW FOUR (4) STORY PRIMARY SCHOOL WITH CELLAR AND PLAYGROUND – Competitive Sealed Bids – PIN# 09-00084B-1 – DUE 06-04-09 AT 3:00 P.M. – P.S. 264 (Brooklyn). Project Range: \$39,300,000.00 - \$41,371,000.00.

Non-refundable bid document charge: \$250.00, certified check or money order only, made payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Limited List: Bids will only be accepted from the following Construction Managers/Prime General Contractors - Arena Construction Co., Inc.; Arnell Construction Corp.; Hunter Roberts Construction Group; Iannelli Construction Co., Inc.; J. Petrocelli Construction, Inc.; Leon D. DeMatteis Construction Corp.; Petracca and Sons, Inc.

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. Seema Menon (718) 472-8284, SMenon@nycsca.org

m6-12

TCU REMOVAL AND PARK RESTORATION – Competitive Sealed Bids – PIN# SCA09-12547D-1 – DUE 05-26-09 AT 10:30 A.M. – HS of Telecommunication Arts and Technology (Brooklyn). Project Range: \$1,220,000.00 to \$1,290,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

m5-11

VENTILATION SYSTEMS REFURBISHMENT – Competitive Sealed Bids – PIN# SCA09-12777D-1 – DUE 05-21-09 AT 12:00 P.M. – Bushwick HS (Brooklyn). Project Range: \$840,000.00 to \$885,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

m4-8

WINDOWS, FLOOD ELIMINATION – Competitive Sealed Bids – PIN# SCA09-12437D-1 – DUE 05-22-09 AT 10:00 A.M. – IS 256 at M118 (Manhattan). Project Range: \$3,260,000.00 to \$3,440,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

m1-7

NEW SIX (6) STORY SCHOOL – Competitive Sealed Bids – PIN# SCA09-11809D-1 – DUE 05-28-09 AT 3:00 P.M. – Community Health Academy (Manhattan). Project Range: \$45,110,000.00 to \$47,483,000.00. Non-refundable bid document charge: \$250.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Limited List: Bid will only be accepted from the following Construction Managers/Prime General Contractors (See Attached List) Andron Construction Corp., Iannelli Construction Co., Inc.; Leon D. DeMatteis Construction Corp., The Morgan Contracting Corp.; Petracca and Sons Inc.; Tishman Construction Corp. of N.Y.

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

m1-7

STUDENT TOILET UPGRADES – Competitive Sealed Bids – PIN# SCA09-12346D-1 – DUE 05-22-09 AT 12:00 P.M. – Lincoln HS (Brooklyn). Project Range: \$1,240,000.00 to \$1,310,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

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

m1-7

CONTRACT SERVICES

SOLICITATIONS

Construction / Construction Services

NEW ADDITION AND ALTERATIONS – Competitive Sealed Bids – PIN# SCA09-00078B-1 – DUE 06-02-09 AT 3:00 P.M. – PS 8 (Brooklyn). Project Range \$16,190,000.00 to \$17,043,000.00. Non-Refundable Document Charge \$250.00.

Limited List, Bids will only be accepted from the following Construction Managers/Prime General Contractors (See Attached List): Petracca & Sons, Inc., J. Petrocelli Construction, Inc., J. Kokolakis Contracting, Inc., Iannelli Construction Co., Inc., Turner Construction Co., Arena Construction Co., Inc., Arnell Construction Corp., Kreislser Borg Florman General Construction, Plaza Construction Corporation, Tishman Construction Corp. of NY, Hunter Roberts Construction Group.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue First Floor, Long Island City, NY 11101. Ricardo Forde (718) 752-5288, rforde@nycsca.org

m7-13

CONSTRUCTION OF A NEW WING/RENOVATIONS TO EXISTING BUILDING – Competitive Sealed Bids – PIN# SCA09-00075B-1 – DUE 06-03-09 AT 2:30 P.M. – PS 196 (Queens). Project Range: \$26,750,000.00 - \$28,161,000.00. Non-refundable bid document charge: \$250.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Limited List: Bids will only be accepted from the following Construction Managers/Prime General Contractors: Andron Construction Corp., Citnalta Construction Corp., J. Petrocelli Construction, Inc., Kreislser Borg Florman General Const. Co.; Plaza Construction Corp.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue Long Island City, NY 11101. Lily Persaud (718) 752-5852 lpersaud@nycsca.org

m1-7

FLOOD ELIMINATION / EXTERIOR MASONRY / PLAYGROUND – Competitive Sealed Bids – PIN# SCA09-004474-1 – DUE 05-27-09 AT 11:30 A.M. – PS 45 (Queens). Project Range: \$1,620,000.00 - \$1,710,000.00. Non-refundable bid document charge: \$100.00, certified check or money order only. Make payable to the New York City School Construction Authority. Bidders must be pre-qualified by the SCA.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
School Construction Authority, 30-30 Thomson Avenue
Long Island City, NY 11101. Lily Persaud (718) 752-5852
lpersaud@nycsca.org

m4-8

CLASSROOM CONVERSION – Competitive Sealed Bids – PIN# SCA09-10186D-1 – DUE 05-27-09 AT 3:00 P.M. – Brooklyn Tech High School (Brooklyn). Project Range: \$1,130,000.00 - \$1,190,000.00. 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. Lily Persaud (718) 752-5852
lpersaud@nycsca.org

m6-12

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.**

HOMELESS SERVICES

PUBLIC HEARINGS

WITHDRAWN BY DEPARTMENT OF HOMELESS SERVICES

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, May 7, 2009, in Spector Hall, 22 Reade Street, Main Floor, Borough of Manhattan, commencing at 10:00 A.M. on the following:

IN THE MATTER of a proposed contract between the Department of Homeless Services and Women In Need, Inc., 115 West 31st Street, New York, NY, 10001, to develop and operate a transitional residence for homeless families located at Southern Boulevard Residence, 430 Southern Boulevard, Bronx, NY, 10455, Community Board 1. The total contract amount shall be \$49,358,795. The contract term shall be from July 1, 2009 to June 30, 2014, with one four-year option to renew from July 1, 2014 to June 30, 2018. PIN#: 071-09S-03-1360.

The proposed contractor has been selected by means of the Competitive Sealed Proposal Method (Open Ended Request for Proposals), pursuant to Section 3-03 (b) (2) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the Department of Homeless Services, 33 Beaver Street, NY, NY, 10004, from April 24, 2009 to May 7, 2009, excluding Saturdays, Sundays and holidays from 9:00 A.M. to 5:00 P.M.

a28-m7

HUMAN RESOURCES ADMINISTRATION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, May 7, 2009, 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 Human Resources Administration of the City of New York and the contractor listed below, for the provision of assisting domestic violence clients to establish new homes. The contract term shall be from July 1, 2008 to June 30, 2009.

Contractor/Address

Sanctuary for Families, P.O. Box 1406
Wall Street Station, New York, NY 10268

PIN# 06909H070019
Amount \$150,000
Service Area Citywide

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

A draft copy of the proposed contract is available for public inspection at the Human Resources Administration of the City of New York, 180 Water Street, Room 1420, New York, NY 10038, on business days, from May 6, 2009 through May 7, 2009, from 10:00 A.M. to 5:00 P.M.

m6-7

SPECIAL MATERIALS

COMPROLLER

NOTICE

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

Damage Parcel No.	Block	Lot
1	2448	P/O 60

Acquired in the proceeding, entitled: Third Water Tunnel Shaft 18B subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

William C. Thompson, Jr.
Comptroller

m7-21

HOUSING PRESERVATION & DEVELOPMENT

NOTICE

OFFICE OF PRESERVATION SERVICES CERTIFICATION OF NO HARASSMENT UNIT

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

DATE OF NOTICE: May 7, 2009

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

Address	Application #	Inquiry Period
405 West 46th Street, Manhattan	30/09	September 5, 1973 to Present

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

The owner of the building located at the above-referenced address seeks the issuance of an HPD Certification. The owner has represented and certified to HPD of the owner’s intention to alter or demolish the building and that the eviction and relocation practices followed by the owner satisfy all applicable legal requirements and that no harassment has occurred. For your information HPD considers harassment to include, but not be limited to, the threatened or actual use of physical force, deprivation of essential services such as heat, water, gas or electric, or any other conduct intended to cause persons to vacate the premises or waive rights related to their occupancy.

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

m7-15

OFFICE OF PRESERVATION SERVICES CERTIFICATION OF NO HARASSMENT UNIT

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

DATE OF NOTICE: April 28, 2009

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

Address	Application #	Inquiry Period
907 5th Avenue, Manhattan	26/09	April 10, 2006 to Present
333 Convent Avenue, Manhattan	27/09	April 14, 2006 to Present
183 Lenox Avenue, Manhattan	29/09	April 15, 2006 to Present
3038 Brighton 5th Street, Brooklyn	28/09	April 14, 2006 to Present

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

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

a27-m7

LABOR RELATIONS

NOTICE

Local 333 Marine (Consolidated) Titles 2008-2010 Agreement

AGREEMENT entered into this **2nd day of April, 2009**, by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the “Employer”), and **United Marine Division, Local 333, International Longshoreman’s Association, AFL-CIO** (hereinafter referred to as the “Union”), for the twenty (20) month and two (2) day period from April 27, 2008 to April 26, 2010.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

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

**Chief Dockmaster
Deckhand
Dockmaster
Dockmaster (Rule X)
Ferry Agent
Ferry Terminal Supervisor
Gasoline Engine Operator (Marine)
Launch Operator (Water Pollution)
Launch Operator (Water Pollution - Sanitation)
Marine Oiler
Marine Oiler (Ferry Operations)
Marine Sounder
Marine Stoker
Supervising Dockmaster
Supervising Ferry Agent
Water Tender**

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

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

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

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, the provisions of which are contained in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - UNION ACTIVITY

Section 1.

Time spent by Union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor’s Executive Order No. 75, dated March 22, 1973 as amended or superseded by subsequent Executive Orders. No Employee shall otherwise engage in union activities during the time he is assigned to his regular duties.

Section 2.

The Employer agrees not to discriminate in any way against any Employee for union activity, but such activity shall not be carried on during working hours or in working areas.

Section 3.

There shall be no union activity on Employer time other than that which is specifically permitted by the terms of this Agreement.

ARTICLE IV-A WAGES AND BENEFITS

**Group 1-DECKHAND, MARINE STOKER
MARINE OILER (in the Department of Transportation),
WATER TENDER, MARINE OILER
(FERRY OPERATIONS)**

**Group 2 -GASOLINE ENGINE OPERATOR (MARINE),
LAUNCH OPERATOR (WATER POLLUTION);
LAUNCH OPERATOR (WATER POLLUTION - SANITATION)**

The terms and provisions of this Agreement and the benefits granted hereunder shall be applicable to each Employee in a title listed in this Article IV-A, provided, however, the Union executes the following instrument and the provisions of such instrument are complied with:

- a. A waiver of any rights such Employee may have under Section 220 of the Labor Law in a form and manner approved by the Corporation Counsel's Office for such purposes (see Appendix "A") and;
- b. A Release to the City of New York in the form now used by the Employer for such purpose (see Appendix "A").

**ARTICLE IV-A - GROUP 1 - WAGES AND BENEFITS
DECKHAND, MARINE STOKER, MARINE OILER
(in the Department of Transportation)
WATER TENDER, MARINE OILER (FERRY OPERATIONS)**

Section 1.

a. Employees shall receive, for 207 (8 hour) days per annum of which 198 are work days, annual compensation as follows:

(1) Hiring Rate*	Effective Date	
	4/27/08	4/27/09
Deckhand, Marine Stoker**	\$41,633	\$43,298
Marine Oiler, Water Tender**, Marine Oiler (Ferry Operations)	\$43,249	\$44,978

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

** For present incumbents only

(2) Incumbent Rate	Effective Date	
	4/27/08	4/27/09
Deckhand, Marine Stoker**	\$47,878	\$49,793
Marine Oiler, Water Tender**, Marine Oiler (Ferry Operations)	\$49,736	\$51,725

b. These rates are based on a 30 hour week and shall constitute compensation in full for the regular work week consisting of four (4) consecutive eight hour tours per week. Any regular work week may include a Saturday or Sunday without additional compensation. The rates include twelve (12) legal holidays, of which nine (9) are paid holidays and three (3) are non-paid holidays. The paid legal holidays are as follows:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

**For present incumbents only.

Section 2.

An Employee who works on a paid legal holiday described in Section 1(b) shall receive, for such eight hour tour actually worked, the following additional payment:

(1) Hiring Rate*	Effective Date	
	4/27/08	4/27/09
Deckhand, Marine Stoker	\$292.86	\$304.57
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$304.20	\$316.37

(2) Incumbent Rate	Effective Date	
	4/27/08	4/27/09
Deckhand, Marine Stoker	\$336.79	\$350.26
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$349.82	\$363.81

Such payment shall preclude the grant of any additional time off.

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

Section 3.

The three (3) non-paid holidays (holidays not included in the per annum wage rate) are: Lincoln's Birthday, Columbus Day and Election Day. A per annum Employee who is required to work on any such holidays shall receive compensatory time off equal to the number of hours actually worked.

Section 4.

Daily overtime performed after the regular assigned tour of duty shall be compensated in cash at the rates set forth below for each hour so worked in increments of 1/2 hour.

(1) Hiring Rate*	Effective Date	
	4/27/08	4/27/09
Deckhand, Marine Stoker	\$36.61	\$38.07
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$38.03	\$39.55

(2) Incumbent Rate	Effective Date	
	4/27/08	4/27/09
Deckhand, Marine Stoker	\$42.10	\$43.78
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$43.74	\$45.49

Such payment shall preclude the grant of any additional time off.

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

Section 5.

Temporary replacements for regular Employees shall be paid the following daily (8 hour) and hourly rates for all shifts including Saturdays and Sundays:

a. Rates applicable for the first 30 hours of any calendar week:

(1) Hiring Rate*	Daily Rate		
	Effective Date	4/27/08	4/27/09
Deckhand, Marine Stoker	\$195.24	\$203.05	
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$202.81	\$210.92	

	Hourly Rate		
	Effective Date	4/27/08	4/27/09
Deckhand, Marine Stoker	\$24.40	\$25.38	
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$25.34	\$26.35	

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

(2) Incumbent Rate	Daily Rate		
	Effective Date	4/27/08	4/27/09

Deckhand, Marine Stoker	\$224.53	\$233.51
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$233.23	\$242.56

	Hourly Rate		
	Effective Date	4/27/08	4/27/09
Deckhand, Marine Stoker	\$28.06	\$29.18	
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$29.15	\$30.32	

- b. Work performed in excess of 30 hours per week and/or in excess of 8 hours on a legal holiday as defined in Section 1 (b) hereof shall be paid at the hourly rate set forth in Section 4 hereof.
- c. Temporary replacements for regular Employees shall be paid time and one half of the daily rate as set forth in Section 5(a) hereof for work on a legal holiday, as defined in Section 1(b) hereof, in addition to one day's (8 hour) holiday pay at straight time. Such payment shall preclude the grant of any additional time off.

6. New Hires.

- a. For the purposes of Sections 6(b) and 6 (c), Employees 1) who were in active pay status before April 27, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 1(a)(2), 2(2), 4(2), and 5(a)(2) of this **Article IV-A-GROUP 1**:
 1. Employees who return to active status from an approved leave of absence.
 2. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 3. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 4. Provisional Employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 7. A provisional Employee who is appointed directly from one provisional appointment to another.
 8. For Employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 6. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in **Article VI** of this Agreement.
- b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.
 - i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent rate" for said title that is in effect on the date of such appointment as set forth

in this Agreement.

- ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent rate" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this Agreement.
- c. Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 6(b) and 6 (c).

Section 7.

The Employer will provide the following annual uniform allowance not to exceed the amounts specified for each Deckhand employed only on a per annum basis, or the pro-rata share thereof during the term of this Agreement:

Effective	4/27/08	Amount
		\$172

Section 8.

Each Deckhand who is qualified by possession of the appropriate Radio Operators license issued by the Federal Communications Commission, to operate radio-telephone equipment, shall receive the following additional amounts per hour for each hour during which the Employee performs duties which will require and include operation of such radio telephone equipment:

Effective	4/27/08	Amount
		\$0.26

Section 9.

Employees shall receive payment in cash in the amount of \$150 for loss of clothing and personal effects resulting from the sinking of a ferry boat, such payment to be in full compensation for such loss whether the loss is greater or less than \$150.

Section 10.

Annual leave benefits, sick leave benefits, and other authorized absences with pay, shall be granted as follows:

- a. For those Employees hired prior to July 1, 1985, annual leave not to exceed a total of five (5) weeks per annum shall be granted as follows:
 - Vacation-with-pay** benefits not exceeding four (4) weeks and one day annually, to be provided on a per annum basis, plus
 - Personal Business** not to exceed four (4) days per annum.
- b. **Sick Leave**
 - (1) Sick leave shall be earned and accrued on the basis of one (1) day for each month of employment and shall be cumulative up to two hundred and forty (240) days.
 - (2) Sick Leave may be expended by an Employee upon having accrued same.
 - (3) Employees covered by Article IV A (Group 1) may use one (1) day per year from their accrued sick leave balance for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee satisfactory to the agency within five (5) days of the Employee's return to work.
 - (4) a. A verifying statement from the Employee's doctor shall not be required by the Employer for sick day claims of two (2) days or less.
 - b. For claims of more than two (2) working days, the Employee must secure a verifying statement from his doctor to support his claim. This statement should be sent in as soon as possible after the period of absence is over.
 - c. A verifying statement from the Employee's doctor may be required by the department where there is absence of more than one (1) working in the case of chronic absenteeism. The agency may require a doctor's note for one (1) day of sick leave where there is a pattern of sick leave abuse, such as consistently taking off the first or last day of a work week. Prior to determining that there is a pattern of abuse, a meeting will be conducted between the union and management to discuss the findings. An Employee shall be deemed to be in the category of chronic absenteeism if such Employee falls within the criteria set forth in Final Warning (**STEP IV**) of the City of New York - Attendance Policy (commonly referred to as the "City's Absence Control Plan") or any successor thereto, whether of City-wide or Department-wide nature. *The Administration - Time Elements* provision of the Attendance Policy or any successor thereto shall likewise be applicable.
 - d. Time off with pay shall be granted to regular Employees not to exceed three (3) work days in case of death in the immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.
 - e. Two (2) hours of credit (at straight time), providing the Employee actually works, shall be granted for purposes of voting on Regular General Election Day.
 - f. In the event that the Office of the

Mayor issues an order to the various department heads that City Employees be granted a day off or alternate days, the same policy shall be applied to the Employees covered by this **Article IV-A (Group 1)**.

Section 11.

All Employees both permanent and provisional who resign, are laid off or go on leave of absence, except those Employees who may die while in service or those whose services are terminated while charges are pending, shall be paid for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 12.

The beneficiary or estate of any Employee who dies while employed by the Employer shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of 54 days credit.
- b. All unused accrued compensatory time, earned subsequent to March 15, 1968, verifiable by official agency records to a maximum of two hundred (200) hours.

Section 13.

If an Employee dies during the term of this Agreement 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 twenty-five thousand dollars (\$25,000) will be made from other funds than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated in Section 11 hereof, or if no beneficiary is so designated, payment shall be made to the Employee's estate.

Section 14.

Each Employee shall receive terminal leave in accordance with existing rules governing the grant of terminal leave to other city Employees in the Department of Transportation now receiving terminal leave.

Section 15.

The Employer will attempt to retain all per annum Employees who hold positions by permanent appointment. If reduction in forces because of reduced number of ferry boat runs becomes necessary, no such reduction in forces shall become effective without prior discussion with the Union.

Section 16.

In the event that the Employer introduces newly designed vessels to the ferry service, the Employer agrees to negotiate with the Union wages and working conditions with respect to such newly designed vessels. The foregoing is not to be construed as a reopening of this Agreement in any respect covering Employees employed on existing vessels.

Section 17.

In accord with the election by the Union pursuant to the provisions of Article XIII of the **1995-2001 Citywide-Agreement** negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

ARTICLE IV-A - GROUP 2 - WAGES AND BENEFITS

GASOLINE ENGINE OPERATOR (MARINE), LAUNCH OPERATOR (WATER POLLUTION) LAUNCH OPERATOR (WATER POLLUTION - SANITATION)

Section 1.

a. Employees shall receive, for 207 (8 hour) days per annum of which 198 are work days in the case of Gasoline Engine Operator (Marine), and 155 variable hour days per annum of which 146 are work days in the case of Launch Operator (Water Pollution)** and Launch Operator (Water Pollution - Sanitation), annual compensation as follows:

(1) Hiring Rate*

Effective Date	4/27/08	4/27/09
	\$45,535	\$47,357

(2) Incumbent Rate

Effective Date	4/27/08	4/27/09
	\$52,365	\$54,460

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

** For present incumbents only.

b. These rates are based on a 30 hour work week and shall constitute compensation in full for the regular work week consisting of four (4) consecutive eight hour tours per week in the case of Gasoline Engine Operator (Marine) and three consecutive variable hour tours per week in the case of Launch Operator (Water Pollution) and Launch Operator (Water Pollution - Sanitation). Any regular work week may include a Saturday or Sunday without additional compensation. The rates include twelve (12) legal holidays, of which nine (9) are paid holidays, and three (3) are non-paid holidays. The paid legal holidays are as follows:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2.

An Employee who works on a paid legal holiday described in Section 1 (b) shall receive, for each hour actually worked, additional payment as follows:

(1) Hiring Rate*

Effective Date	4/27/08	4/27/09
	\$40.03	\$41.63

(2) Incumbent Rate

Effective Date	4/27/08	4/27/09
	\$46.03	\$47.87

Such payment shall preclude the grant of any additional time off.

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

3. New Hires.

a. For the purposes of Sections 3(b) and 3(c), Employees 1) who were in active pay status before April 27, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 1(a)(2) and 2(2) of this **Article IV-A-GROUP 2**:

1. Employees who return to active status from an approved leave of absence.
2. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
3. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
4. Provisional Employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
7. A provisional Employee who is appointed directly from one provisional appointment to another.
8. For Employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 3. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.

i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent rate" for said title that is in effect on the date of such appointment as set forth in this *Agreement*.

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

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

d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 3(b) and 3(c).

Section 4.

The three (3) non-paid holidays (holidays not included in the per annum wage rate) are: Lincoln's Birthday, Columbus Day and Election Day. An Employee who is required to work on any of such holidays shall receive compensatory time off equal to the number of hours actually worked.

Section 5.

Daily overtime performed after the regular assigned tour of duty shall be compensated in cash at the rates set forth in

Section 2 hereof for each hour so worked in increments of 1/2 hour. Such pay shall preclude the grant of any additional time off.

Section 6.

The Employer will provide grub money in the amount below for each Launch Operator (Water Pollution) and Launch Operator (Water Pollution - Sanitation) for each assigned tour of duty actually worked.

Effective	4/27/08	Amount
		\$6.43

Section 7.

Each Employee who is qualified by possession of the appropriate Radio Operators license issued by the Federal Communications Commission, to operate radio-telephone equipment, shall receive the following additional amounts per hour for each hour during which the Employee performs duties which will require and include operation of such radio telephone equipment:

Effective	4/27/08	Amount
		\$0.26

Section 8.

Employees shall receive payment in cash in the amount of \$150 for loss of clothing and personal effects resulting from the sinking of a vessel, such payment to be in full compensation for such loss whether the loss is greater or less than \$150.

Section 9.

Annual leave benefits, sick leave benefits, and other authorized absences with pay, shall be granted as follows: For those Employees hired prior to July 1, 1985, annual leave not to exceed a total of five (5) weeks per annum shall be granted as follows:

Vacation-with-pay benefits not exceeding four (4) weeks annually, to be provided on a per annum basis, plus

Personal Business not to exceed four (4) days per annum for Gasoline Engine Operator (Marine) and three (3) days per annum for Launch Operator (Water Pollution).

b. Sick Leave

(1) Sick leave shall be cumulative up to two hundred and forty (240) days earned, and accrued on the basis of one (1) day for each month of employment.

(2) Sick leave may be expended by Employee upon having accrued same.

(3) Employees covered by **Article IV-A-(Group 2)** may use one (1) day per year from their accrued sick leave balance for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee satisfactory to the agency within five (5) days of the Employee's return to work.

c. Time off with pay shall be granted not to exceed three (3) work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.

d. Two (2) hours of credit (at straight time) providing the Employee actually works, shall be granted for purposes of voting on Regular General Election Day.

e. In the event that the Office of the Mayor issues an order to the various department heads that City Employees be granted a day off or alternative days, the same policy shall be applied to the Employees covered by this **Article IV-A (Group 2)**.

Section 10.

All Employees both permanent and provisional, who resign, are laid off or go on leave of absence, except those Employees who may die while in service or those whose services are terminated while charges are pending, shall be paid for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 11.

The beneficiary or estate of any Employee who dies while employed by the Employer shall receive payment in cash for the following:

a. All unused accrued annual leave to a maximum of 54 days credit.

b. All unused accrued compensatory time, earned subsequent to March 15, 1968, verifiable by official agency records to a maximum of two hundred (200) hours.

Section 12.

If an Employee dies during the term of this Agreement 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 twenty-five thousand dollars (\$25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated in Section 10 hereof, or if no beneficiary is so designated, payment shall be made to the Employee's estate.

Section 13.

Each Employee shall receive terminal leave in accordance

with existing rules governing the grant of terminal leave to other City Employees in the respective Departments now receiving terminal leave.

Section 14.

The Employer will attempt to retain all per annum Employees who hold positions by permanent appointment. If reduction in forces because of reduced number of runs becomes necessary, no such reduction in forces shall become effective without prior discussion with the Union.

Section 15.

In accord with the election by the Union pursuant to the provisions of Article XIII of the **1995-2001 Citywide Agreement** negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

**ARTICLE IV-B - WAGES AND BENEFITS
Group 1 - DOCKMASTER
SUPERVISING DOCKMASTER
CHIEF DOCKMASTER
DOCKMASTER (Rule X)**

Group 2 - MARINE SOUNDER

Section 1.

- a. This **Article IV-B** is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended to date, except that the specific terms and conditions of this Agreement shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours. An Employee who works on a part-time, per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

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

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

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

Section 2.

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

Employees who are in Rule X titles covered by this Agreement shall receive the benefits of the City-wide contract unless specifically excluded herein.

**ARTICLE IV-B - GROUP 1 - WAGES AND BENEFITS
DOCKMASTER, SUPERVISING DOCKMASTER,
CHIEF DOCKMASTER, DOCKMASTER (Rule X)**

Section 1.

Employees in the following titles shall be subject to the following salary ranges:

(1) Hiring rate*

	Dockmaster	Supervising Dockmaster	Chief Dockmaster
EFFECTIVE	Minimum	Minimum	Minimum
4/27/08	\$38,415	\$41,475	\$44,369
4/27/09	\$39,951	\$43,134	\$46,143

(2) Incumbent rate

	Dockmaster		Supervising Dockmaster		Chief Dockmaster	
EFFECTIVE	Min.	Max.	Min.	Max.	Min.	Max.
4/27/08	\$44,177	\$54,069	\$47,696	\$58,378	\$51,024	\$62,457
4/27/09	\$45,944	\$56,232	\$49,604	\$60,713	\$53,065	\$64,955

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate

Section 2. General Wage Increase

- a.
 - i. Effective April 27, 2008, Employees shall receive a general increase of 4 percent.
 - ii. Effective April 27, 2009, Employees shall receive a general increase of 4 percent.
 - iii. Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 2(a)(i) and 2(a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 2(a) above shall be calculated as follows:
 - i. The general increase in Section 2(a)(i) shall be based upon the base rates (which shall only include salary or incremental salary schedules) of the applicable titles in effect on April 26, 2008.
 - ii. The general increase in Section 2(a)(ii) shall be based upon the base rates (which shall only include salary or incremental salary schedules) of the applicable titles in effect on April 26, 2009.
- c. The general increases provided for in this Section 2 shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels), if any, fixed for the applicable titles.

3. New Hires.

- a. For the purposes of Sections 3(b) and 3(c) Employees 1) who were in active pay status before April 27, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsection 1(2) of this **Article IV-B-GROUP 1**:
 1. Employees who return to active status from an approved leave of absence.
 2. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 3. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 4. Provisional Employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 7. A provisional Employee who is appointed directly from one provisional appointment to another.
 8. For Employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 3. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in **Article VI** of this Agreement.

- b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.
 - i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment as set forth in this *Agreement*.
 - ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this *Agreement*.

- c. Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 3(b) and 3(c).

Section 4.

In the case of an Employee on leave of absence without pay the salary rate of such Employee shall be changed to reflect the salary adjustment specified in this **Article IV-B (Group 1)**.

Section 5.

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

Title	Advancement Increase	
	Supervising Dockmaster	Chief Dockmaster
Effective 4/27/08	\$1,182	\$1,323

Section 5

In accord with the election by the Union pursuant to the provisions of Article XIII of the **1995-2001 Citywide Agreement** negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

**ARTICLE IV-B - GROUP 2 WAGES AND BENEFITS
MARINE SOUNDER**

Section 1.

Employees shall receive annual compensation as follows:

(1) Hiring Rate*	Effective Date	
	4/27/08	4/27/09
	\$39,213	\$40,782

(2) Incumbent Rate	Effective Date	
	4/27/08	4/27/09
	\$45,095	\$46,899

NOTE

* Employee hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

2. New Hires.

- a. For the purposes of Sections 2(b) and 2(c), Employees 1) who were in active pay status before April 27, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsection 1(2) of this **Article IV-B-GROUP 2**:
 1. Employees who return to active status from an approved leave of absence.
 2. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 3. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 4. Provisional Employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 7. A provisional Employee who is appointed directly from one provisional appointment to another.
 8. For Employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 2. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in **Article VI** of this Agreement.

- b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.
 - i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent rate" for said title that is in effect on the date of such appointment as set forth in this *Agreement*.
 - ii. Upon completion of two (2) years of service such employees shall be paid the indicated

"incumbent rate" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this Agreement.

- c. Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 2(b) and 2(c).

Section 3.

Each Marine Sounder who is assigned as chief of party and, accordingly, responsible for the conduct of surveys by parties of four or more Marine Sounders, shall receive differential pay at the rate below per day, for each full day on which the responsibilities of Chief of Party are actually exercised.

	Amount
Effective 4/27/08	\$3.95 PER DIEM

Section 4.

In the case of an Employee on leave of absence without pay the salary rate of such Employee shall be changed to reflect the salary adjustments specified in this **Article IV-B (Group 2)**.

Section 5.

In accord with the election by the Union pursuant to the provisions of Article XIII of the **1995-2001 City-wide Agreement** negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of the City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

ARTICLE IV-C - WAGES AND BENEFITS Group 1 - FERRY AGENT, SUPERVISING FERRY AGENT

Group 2 - FERRY TERMINAL SUPERVISOR

Section 1.

- a. All salary adjustments, including general increases, minimum and maximum salaries, advancement increases, lump sum payments, educational differentials and any other salary provisions of this Agreement are based upon a normal work week of 40 hours. An Employee who works on a part-time, per annum basis and who is eligible for any salary adjustment provided in this agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week.
- b. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows:
- Per-diem rate** - 1/258 of the appropriate minimum basic salary.
- Hourly rate** - 40 hour week basis 1/2064 of the appropriate minimum basic salary.
- c. The maximum salary for a title shall not constitute a bar to the payment of any across the board salary increases or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

ARTICLE IV-C - GROUP 1 - WAGES AND BENEFITS FERRY AGENT, SUPERVISING FERRY AGENT

Section 1.

- a. Employees shall receive for 258 (8-hour) days per annum of which 249 are workdays, annual compensation as follows:

(1) Hiring Rate*	Effective Date	
	4/27/08	4/27/09
Ferry Agent	\$33,617	\$34,962
Supervising Ferry Agent	\$34,412	\$35,789
(2) Incumbent Rate	Effective Date	
	4/27/08	4/27/09
Ferry Agent	\$38,660	\$40,206
Supervising Ferry Agent	\$39,574	\$41,157

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

- b. These rates are based on a 40 hour week and shall constitute compensation in full for the regular work

week consisting of five (5) consecutive eight hour tours per week. Any regular work week may include a Saturday or Sunday without additional compensation. The rates include twelve (12) legal holidays, of which nine (9) are paid holidays and three (3) are non-paid holidays. The paid legal holidays are as follows:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

2. New Hires.

- a. For the purposes of Sections 2(b) and 2(c), Employees 1) who were in active pay status before April 27, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsection 1(a)(2) of this **Article IV-C-GROUP 1**:
- Employees who return to active status from an approved leave of absence.
 - Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - Provisional Employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - A provisional Employee who is appointed directly from one provisional appointment to another.
 - For Employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 2. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in **Article VI** of this Agreement.

The following provisions shall apply to Employees newly hired on or after April 27, 2008.

- During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent rate" for said title that is in effect on the date of such appointment as set forth in this Agreement.
 - Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent rate" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this Agreement.
- c. Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 2(b) and 2(c).

Section 3.

An Employee who works on a paid legal holiday described in Section 1(b) shall receive an additional one and one-half (1½) days pay in cash for such eight hour tour actually worked. Such payment shall preclude the grant of any additional time off.

Section 4.

The three (3) non-paid holidays (holidays not included in the per annum wage rate) are: Lincoln's Birthday, Columbus Day and Election Day. A per annum Employee who is required to work on any such holidays shall receive compensatory time off equal to the number of hours worked.

Section 5.

Daily overtime performed after the regular assigned tour of duty shall be compensated in cash at the rate of one and one-half (1½) time for each hour so worked in increments of ½ hour. Such pay shall preclude the grant of any additional time off.

Section 6.

In the case of an Employee on leave of absence without pay the salary rate of such Employee shall be changed to reflect the salary adjustments specified in the Article IVC (Group 1).

Section 7.

Ferry Agents shall receive the following pro-rated annual uniform allowance:

	Effective	Amount
	4/27/08	\$119.90

Section 8.

Annual leave benefits, sick leave benefits, and other authorized absences with pay, shall be granted as follows:

- For those Employees hired prior to July 1, 1985, annual leave shall be granted annually for vacation purposes on a per annum basis not to exceed twentyone (21) days annually, plus

Leaves for personal business shall be granted annually on a per annum basis not to exceed four (4) days a year.
- Sick leave shall be earned and accrued on the basis of one (1) day for each month of employment. The number of sick leave allowance days permitted to accumulate shall be unlimited.
- Employees covered by **Article IV-C (Group 1)** may use one (1) day per year from their accrued sick leave balance for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee satisfactory to the agency within five (5) days of the Employee's return to work.
- Time off with pay shall be granted to regular Employees not to exceed three (3) work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.
- Two (2) hours of credit (at straight time) providing the Employee actually works, shall be granted for purposes of voting on Regular General Election Day.
- In the event that the Office of the Mayor issues an order to the various department heads that City Employees be granted a day off or alternate days, the same policy shall be applied to the Employees covered by this **Article IV-C (Group 1)**.

Section 9.

All Employees both permanent and provisional who resign, are laid off or go on leave of absence, except those Employees who may die while in service or those whose services are terminated while charges are pending, shall be paid for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 10.

The beneficiary or estate of any Employee who dies while employed by the Employer shall receive payment in cash for the following:

- All unused accrued annual leave to a maximum of 54 days credit.
- All unused accrued compensatory time, earned subsequent to March 15, 1968, verifiable by official agency records to a maximum of two hundred (200) hours.

Section 11.

If an Employee dies during the term of this Agreement 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 twenty-five thousand dollars (\$25,000) will be made from other funds than those of the Retirement System in addition to any other payment which may be as a result of such death. Such payment shall be made to the same beneficiary designated in Section 9 hereof, or if no beneficiary is so designated, payment shall be made to the Employee's estate.

Section 12.

Each Employee shall receive terminal leave in accordance with existing rules governing the grant of terminal leave to other City Employees in the Department of Transportation now receiving terminal leave.

Section 13.

The Employer will attempt to retain all per annum Employees who hold positions by permanent appointment. If reduction in forces because of reduced number of ferry boat runs becomes necessary, no such reduction in forces shall become effective without prior discussion with the Union. Nothing contained herein shall be construed to in any manner limit or restrict the Employer's right to lay off Employees for lack of work or any other legitimate reason.

Section 14.

In accord with the election by the Union pursuant to the provisions of Article XIII of the **1995-2001 City-wide Agreement** negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

ARTICLE IV-C - GROUP 2 - WAGES AND BENEFITS FERRY TERMINAL SUPERVISOR

Section 1.

- a. Employees shall receive for 258 (8 hour) days per annum of which 249 are work days, annual compensation as follows:

(1) Hiring Rate*	Effective Date <u>4/27/08</u> <u>4/27/09</u> \$56,226 \$58,475
(2) Incumbent Rate	Effective Date <u>4/27/08</u> <u>4/27/09</u> \$64,660 \$67,246

NOTE
* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

b. This annual compensation is based on a 40 hour week and shall constitute compensation in full for the regular work week consisting of five (5) consecutive eight hour tours per week. Any regular work week may include a Saturday or Sunday without additional compensation. The rates include twelve (12) legal holidays, of which nine (9) are paid holidays and three (3) are non-paid holidays. The paid legal holidays are as follows:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

2. New Hires.

- a. For the purposes of Sections 2(b) and 2(c), Employees 1) who were in active pay status before April 27, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsection 1(a)(2) of this **Article IV-C-GROUP 2**:
 - 1. Employees who return to active status from an approved leave of absence.
 - 2. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - 3. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - 4. Provisional Employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - 5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - 6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - 7. A provisional Employee who is appointed directly from one provisional appointment to another.
 - 8. For Employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 2. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.
 - i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent rate" for said title that is in effect on the date of such appointment as set forth in this Agreement.
 - ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent rate" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this Agreement.
- c. Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 2(b) and 2(c).

Section 3.
An Employee who works on a paid legal holiday described in Section 1(b) shall receive an additional one and one-half (1-1/2) days pay in cash for such eight hour tour actually worked. Such payment shall preclude the grant of any additional time off.

Section 4.
The three (3) non-paid holidays (holidays not included in the

per annum wage rate) are: Lincoln's Birthday, Columbus Day and Election Day. A per annum Employee who is required to work on any such holiday shall receive compensatory time off equal to the number of hours actually worked.

Section 5.
Daily overtime performed after the regular assigned tour of duty shall be compensated in cash at the rate of one and one-half (1-1/2) times in cash for each hour so worked in increments of 1/2 hour. Such pay shall preclude the grant of any additional time off.

Section 6.
A Ferry Terminal Supervisor who possesses the appropriate Radio Operators license issued by the Federal Communications Commission to operate radio-telephone equipment, shall receive the following additional amounts per hour for each hour during which the Employee performs duties which will require and include operation of such radio telephone equipment:

	<u>Amount</u>
Effective	4/27/08
	\$0.26

Section 7.
In the case of an Employee on leave of absence without pay the salary rate of such Employee shall be changed to reflect the salary adjustments specified in this Article.

Section 8.
Annual leave, sick leave benefits, and other authorized absences with pay, shall be granted as follows:

- a. For those Employees hired prior to July 1, 1985, annual leave shall be granted annually for vacation purposes on a per annum basis not to exceed twentyone (21) days annually, plus
 - Leaves for personal business shall be granted annually on a per annum basis not to exceed four (4) days a year.
- b. Sick leave shall be earned and accrued on the basis of one (1) day for each month of employment. The number of sick leave allowance days permitted to accumulate shall be unlimited.
- c. Employees covered by Article IV-C-(Group 2) may use one (1) day per year from their accrued sick leave balance for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee satisfactory to the agency within five (5) days of the Employee's return to work.
- d. Time off with pay shall be granted to regular Employees not to exceed three (3) work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.
- e. Two (2) hours of credit (at straight time) providing the Employee actually works, shall be granted for purposes of voting on Regular General Election Day.
- f. In the event that the Office of the Mayor issues an order to the various department heads that City Employees be granted a day off or alternate days, the same policy shall be applied to the Employees covered by this Article IV-C (Group 2).

Section 9.
All Employees both permanent and provisional who resign, are laid off or go on leave of absence, except those Employees who may die while in service or those whose services are terminated while charges are pending, shall be paid for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 10.
The beneficiary or estate of any Employee who dies while employed by the Employer shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of 54 days credit.
- b. All unused accrued compensatory time, earned subsequent to March 15, 1968, verifiable by official agency records to a maximum of two hundred (200) hours.

Section 11.
If an Employee dies during the term of this Agreement 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 twenty-five thousand dollars (\$25,000) will be made from other funds than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated in Section 9 hereof, or if no beneficiary is so designated, payment shall be made to the Employee's estate.

Section 12.
Each Employee shall receive terminal leave in accordance with existing rules governing the grant of terminal leave to other City Employees in the Department of Transportation now receiving terminal leave.

Section 13.
The Employer will attempt to retain all per annum Employees who hold positions by permanent appointment. If

reduction in forces because of reduced number of ferry boat runs becomes necessary no such reduction in forces shall become effective without prior discussion with the Union. Nothing contained herein shall be construed to in any manner limit or restrict the Employer's right to lay off for lack of work or any other legitimate reason.

Section 14.
In accord with the election by the Union pursuant to the provisions of Article XIII of the 1995-2001 **Citywide-Agreement** negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

ARTICLE IV-D - ABSENCE DUE TO INJURY INCURRED IN THE PERFORMANCE OF OFFICIAL DUTIES*

(*The provisions of Articles IV-D through IV-E are not applicable to Employees in titles listed in Article IV-B, said Employees being covered for these purposes by the provisions of Article IVB, Section 2.)

Section 1.

- a. An Employee physically disabled in the performance of official duties who has accrued sick and/or annual leave may elect one of the following, in addition to the benefits to which the Employee is entitled under the Worker's Compensation Law, such election to be made within the first seven calendar days of absence by the Employee or someone on his or her behalf:
 - i. the injured Employee or any authorized person acting on behalf of such Employee makes the request in writing, and\
 - ii. the injured Employee or any authorized person acting on behalf of such Employee agrees that a pro-rated charge be made against the sick leave and/or annual leave balances equal to the number of working days of absence less the number of working days represented by the Worker's Compensation payments, and
 - iii. the injured Employee has the necessary accrued sick leave and/or annual leave balance against which the supplementary pay can be charged, and
 - iv. the injured Employee was not guilty of willful gross disobedience of safety rules or willful failure to use a safety device, or was not under the influence of alcohol or narcotics at the time of injury or did not willfully intend to bring about injury or death upon himself or herself or another, and
 - v. the injured Employee undergoes such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by said physicians, returns to employment.
- 1. To receive the difference between the amount of his or her weekly salary and the compensation rate, provided that:
 - 2. To receive Worker's Compensation benefits in their entirety with no charge against sick leave and/or annual leave.
- b. During the period when an injured Employee is receiving Worker's Compensation and the differential to bring the Employee to full pay, the Employee will be carried on full-pay status and this time shall be counted for retirement benefits.

Section 2. INTERPRETATIONS

- The agency head is empowered to grant a leave of absence with pay for the first week's absence of an Employee covered by Worker's Compensation who is physically disabled in the performance of official duties.
- a. Agencies should use election forms (DP-2002), which are obtainable from the Stock Section (Room 433) of the Department of Personnel.
 - b. The election of an option, as provided for in this section, should be made within the first seven consecutive calendar days following absence, in order that an Employee, who so elects, is assured of receiving full pay during the period of Worker's Compensation coverage. The agency head's authority to grant leave with full pay, without charge to leave balances pursuant to Section 2, does not extend beyond the first seven consecutive calendar days following absence.
 - c. Where an Employee has been absent for an initial period of less than a week and an extended subsequent absence may possibly result from the same disability or condition, the Employee must elect a rate of charge (on Form DP-2002) within seven calendar days of the first day of absence in order to receive full pay, even though the Employee has already returned to work.
 - d. An Employee who fails to elect a rate of charge within the prescribed period shall be deemed to have selected Option 2 and will receive the benefits of Worker's Compensation only.
 - e. Provisional and temporary incumbents in per annum positions are also covered under the Worker's Compensation Law.

Section 3.

a. Upon the determination by the head of an agency that an Employee has been physically disabled because of an assault arising out of and in the course of the Employee's employment, the agency head will grant the injured Employee a leave of absence with pay not to exceed eighteen (18) months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the head of the agency in writing that the Employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

For a permanent Employee who have five (5) years or more of service who does not have sufficient leave credit to cover his/her absence pending a determination by the Worker's Compensation Division of the Law Department, the agency head shall advance the Employee up to forty-five (45) calendar days of paid leave. In the event the Worker's Compensation Division of the Law Department does not accept the injury as compensable under the law or the Worker's Compensation Board determines that such injury is not compensable under such law, the Employee shall reimburse the City for the paid leave advance.

An Employee who is granted a leave of absence with pay pursuant to this Section, shall receive the difference between the Employee's weekly salary and the compensation rate without charge against annual leave or sick leave. The Employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from such injury in the amount of the pay and medical disbursements received pursuant to this Section, but **NOT** to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel.

The injured Employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by the Worker's Compensation Board shall return to employment. No benefits shall be paid while an Employee is suspended pending disciplinary action, or if an Employee is subsequently found culpable of having commenced the assault or unnecessarily continued the assault. Benefits provided under this section shall be in addition to, but not concurrent with, benefits provided under Sections 1 and 2 hereof.

b. For Employees who do not come under the provisions of Section 3(a) hereof but who are injured in the course of employment, upon the determination of an agency head that an Employee has been physically disabled because of an injury arising out of and in the course of employment, through no fault of the Employee, the agency head will grant the injured Employee an extended sick leave with pay not to exceed three months after all the Employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the Employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

An Employee who is granted extended sick leave with pay pursuant to this section, shall receive the difference between the Employee's weekly salary and the compensation rate for the period of time granted. The Employee shall, as a condition of receiving benefits under this section, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel.

The injured Employee shall undergo such medical examinations as are requested by Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by the Worker's Compensation Board shall return to employment. Benefits provided under this section shall be in addition to but not concurrent with benefits provided under Sections 1 and 2 hereof. The benefits provided by this section shall not be provided or continued beyond the date on which disability retirement benefits become effective.

An "assignment" form (DP-2010 obtainable from the Department of Personnel Stock Section, Room 433) must be executed in duplicate by the injured Employee and submitted to the employing agency. The employing agency shall forward the duplicate copy to the Worker's Compensation Section of the Law Department, and retain the original.

Section 4.

This **Article IV-D** reflects the provisions currently applicable to other City Employees. If the provisions applicable to other City Employees are modified, they shall be deemed to be incorporated herein and shall supersede any conflicting section herein.

ARTICLE IV-E- HEALTH INSURANCE 1**Section 1.**

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

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

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

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

ARTICLE IV-F - INTEREST 2

1. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one-hundred twenty (120) days after the execution of this agreement or one hundred twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
2. Interest on shift differentials, holiday and overtime pay shall accrue at the rate of three percent (3%) per annum from one-hundred twenty (120) days following their earning, or one-hundred twenty (120) days after the execution of this agreement, whichever is later, to the date of actual payment, and
3. Interest accrued under (1) or (2) above shall be payable only if the amount of interest due to an individual Employee exceeds five dollars (\$5.00).

¹ See Article IV-D

² See Article IV-D

ARTICLE V - PRODUCTIVITY AND PERFORMANCE**Introduction**

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

Section 1. Performance Levels

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

Section 2. Supervisory Responsibility

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

Section 3. - Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI - GRIEVANCE PROCEDURE**Section 1. - Definition:**

The term "**Grievance**" shall mean:

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

Section 2.

The Grievance Procedure, except for paragraphs d. and e. of Section 1, shall be as follows:

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

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

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

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

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

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

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

Section 3.

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

Section 4.

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

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

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

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

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

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

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

Section 5.

A grievance concerning a large number of Employees which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the Grievance Procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

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

Section 11.

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

Section 12.

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

Section 13. Expedited Arbitration Procedure.

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

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

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

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.

- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

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

ii. CONDUCT OF HEARINGS:

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

ARTICLE VII - BULLETIN BOARDS; EMPLOYER FACILITIES

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

ARTICLE VIII - NO STRIKES

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

ARTICLE IX - LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and the Union, having recognized that cooperation between management and Employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

Section 2.

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

Section 3.

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

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in

Very truly yours
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF L.333
BY: /s/
WILLIAM J. HARRIGAN
President

m7

MAYOR'S OFFICE OF ENVIRONMENTAL COORDINATION

NOTICE

NOTICE OF CEQR COMMENCEMENT

CEQR NO.	Project Name	Borough	CD
08BSA014Q	137-35 Elder Avenue aka 43-49 Main Street	Queens	QN07
08BSA070Q	Royal Palace	Queens	QN06
08BSA073Q	Hatzolah of Far Rockaway	Queens	QN14
08BSA094M	Martinez Residence	Manhattan	MN08
09BSA002M	Mama Spa	Manhattan	MN03
09BSA004M	24 Hour Fitness Worldwide	Manhattan	MN02
09BSA016Q	Bilingual SEIT and Pre-School Expansion	Queens	QN07
09BSA017Q	130-15 89th Road	Queens	QN09
09BSA022K	Sephardic Mikvah Israel	Brooklyn	BK15
09BSA026K	Crown Heights Mikvah Expansion	Brooklyn	BK09
09BSA028K	876 Kent Avenue	Brooklyn	BK03
09BSA029R	546 Midland Avenue	Staten Island	SI02
09BSA030M	Physical Culture Establishment Special Permit 24-Hour Fitness	Manhattan	MN06
09BSA033X	New Covenant Christian School	Bronx	BX12
09BSA034K	Yeshiva Ohr Yitzchok	Brooklyn	BK14
09BSA037M	Susan Ciminelli Day Spa	Manhattan	MN05
09BSA038M	Mid City Gym and Tanning	Manhattan	MN04
09BSA050M	Trevor Day School Expansion	Manhattan	MN08
09BSA103R	55 Androvetto Street	Staten Island	SI03
08DCP022X	3500 Park Avenue Rezoning	Bronx	BX03
08DCP027K	3857-3891 Shore Parkway	Brooklyn	BK15
08DCP041M	151 West 17th Street Accessory Parking Garage	Manhattan	MN04
08DCP046M	Maz Mezcal Small Sidewalk Café Zoning Text Amendment	Manhattan	MN08
08DCP054X	1825 Boston Road Rezoning	Bronx	BX03
08DCP057M	150 Charles Street Public Parking Garage	Manhattan	MN02
08DCP058M	1182 Broadway	Manhattan	MN05
08DCP063M	150 Amsterdam Avenue	Manhattan	MN07
08DCP064M	4-8 East 94th Street	Manhattan	MN08
08DCP068Q	Guy Brewer Boulevard Rezoning	Queens	QN12
09DCP001K	East Mill Basin Rezoning	Brooklyn	BK18
09DCP003M	50 United Nation Plaza Garage	Manhattan	MN06
09DCP005M	The Anton West Side Urban Renewal Area LSRD Modification	Manhattan	MN07
09DCP006R	Presentation Circle (aka Woodrow Road Residential)	Staten Island	SI03
09DCP009R	Montgomery Avenue Residential	Staten Island	SI01
09DCP014Q	North Corona II Rezoning	Queens	QN03
09DCP015K	Gowanus Rezoning and Related Actions	Brooklyn	BK06
09DCP016M	Sullivan Street Rezoning	Manhattan	MN02
09DCP017R	97 Victory Boulevard	Staten Island	SI01
09DCP019M	15 Penn Plaza	Manhattan	MN05
09DCP021R	Cross Access Connection Text Amendment	Staten Island	SI/all
09DCP022R	4523 Amboy Road	Staten Island	SI03
09DCP027K	Robert Venable Park Residential	Brooklyn	BK05
09DCP028X	Webster Avenue Residential Development	Bronx	BX12

09DCP030M	54 Greene Street Realty Corp	Manhattan	MN02
09DCP031M	Eastern Yards Text Amendment	Manhattan	MN04
09DCP032K	Carroll Street Rezoning	Brooklyn	BK06
09DCP034M	Renaissance Site Rezoning	Manhattan	MN10
09DCP035Y	Waterfront Zoning Text Amendment	Citywide	
09DCP036M	246 Eleventh Avenue	Manhattan	MN04
09DCP037M	15 William Street	Manhattan	MN01
09DCP039M	433 Broome Street	Manhattan	MN02
09DCP040K	Brighton Beach Rezoning	Brooklyn	BK13
09DCP041Q	Cord Meyer Forest Hill Rezoning	Queens	QN06
09DCP042Q	North Flushing Rezoning	Queens	QN07 QN11
09DCP043M	Columbus House	Manhattan	MN07
09DCP046Y	Inclusionary Housing Text Amendment	Citywide	
09DCP047Q	Long Island City District Text Amendment	Queens	QN02
09DCP048M	Fountain House	Manhattan	MN04
09DCP050R	SEA Center Expansion	Staten Island	SI01
09DCP052K	Canarsie Rezoning	Brooklyn	BK18
09DCP053K	DUMBO Rezoning	Brooklyn	BK02
09DCP056K	Greenpoint - Williamsburg Contextual Rezoning	Brooklyn	BK01
09DCP057M	22 Ericsson Place Public Parking & Accessory Parking Garage	Manhattan	MN01
09DCP058K	Flatbush Rezoning	Brooklyn	BK14
09DCP061M	2148 Broadway Public Parking Garage	Manhattan	MN07
09DCP062M	159 West 48th Street Parking Garage	Manhattan	MN05
09DCP065K	New Connections / New Opportunies Sunset Park 197-a	Brooklyn	BK07
09DCP068M	Banana Republic SoHo Special Permit	Manhattan	MN02
09DCP072K	783 Eldert Lane Modification of Restrictive Declaration	Brooklyn	BK05
01DEP087K	Gowanus Facilities Upgrade	Brooklyn	BK06
04DEP011Y	Proposed Promulgation of Chapter 25 of Title 15 of the	Citywide	
08DEP006X	Bronx River Floatables Controls Facilities	Bronx	BX06 BX09
09DEP017U	Kensico Action Plan -BMF- Whippoorwil Stream Stabilization	Upstate	
09DEP018U	Kensico Action Plan - Best Manangement Facilities: West	Upstate	
09DEP019U	Kensico Action Plan -BMF - N7 Upstate Pipeline System	Upstate	
09DEP020U	Kensico Action Plan -Best Management Facilities Extended	Upstate	
09DEP029U	Stormwater Remediation Project- Sycamore Park, Parking Facility	Upstate	
09DEP030U	Stormwater Remediation Project Hughson Road/Michael Brook	Upstate	
09DEP031U	Stormwater Remediation Projec Nemarest Club Culvert	Upstate	
09DEP046U	Proposed Amendments to the Rules for the Recreational Use	Upstate	
09DEP047U	Proposed Expansion of Boating at Cannonsville Reservoir	Upstate	
09DHS004K	The Flagstone Family Residence	Brooklyn	BK16
09DHS005X	The Lafayette Safe Haven	Bronx	BX02
09DME010M	Preferred Floors Land Disposition	Manhattan	MN11
09DOT001R	Amboy Road and Annadale Road Reconstruction	Staten Island	SI03
08DPR003R	Goodhue Park Mapping and Acquistion	Staten Island	SI01
09DPR003R	Ocean Breeze Park Redevelopment	Staten Island	SI02
09DPR004X	Putnam Greenway	Bronx	BX08
09DPR006K	Transmitter Park Redevelopment	Brooklyn	BK01

09HPD022M	West 44th Street and Eleventh Avenue Rezoning (PS 51)	Manhattan	MN04
09HPD025M	West 128th Street Dempsey Apartments	Manhattan	MN10
09HPD026M	Promesa East 120th Street and 1st Avenue Mixed-Use	Manhattan	MN11
09HPD027K	Vann Court	Brooklyn	BK03
09HPD029Q	161-79 86th Street	Queens	QN08
09HPD030K	Navy Green	Brooklyn	BK02
09HPD031K	Riverway Senior Apartments	Brooklyn	BK16
09SBS004R	New York Container Terminal Expansion Project	Staten Island	SI01
08TLC052K	39 Line Trip Car Service Inc	Brooklyn	BK07
08TLC054K	NY 88 Express	Brooklyn	BK10
08TLC055X	New York Ride, Inc	Bronx	BX12
08TLC059M	Family San Juan Radio Dispatch Inc	Manhattan	MN09
09TLC007K	Flamingo Transportation & Limo Services	Brooklyn	BK09
09TLC009Q	Dollar Express Car & Limo Inc	Queens	QN12
09TLC010Q	Duke Car & Limo Service	Queens	QN08
09TLC011K	Colonial II Car & Limousine Inc	Brooklyn	BK10
09TLC012K	Safari Transportation Inc	Brooklyn	BK03
09TLC013Q	Champion Car & Limo Service Inc	Queens	QN04
09TLC014K	Red Hook Car & Limo Service	Brooklyn	BK06
09TLC015M	Xpress Transportation & Multi Service Inc	Manhattan	MN12
09TLC016K	Narrows Limo & Car inc	Brooklyn	BK10
09TLC017Q	Astoria Transportation Inc	Queens	QN01
09TLC018K	Promenade Car Lease Inc	Brooklyn	BK02
09TLC019K	Gason Car & Limousine Service Inc	Brooklyn	BK12
09TLC020R	Double A Car Service Inc d/b/a United Cars	Staten Island	SI03
09TLC021M	Segura Moblie Service Inc (Allen Car Service)	Manhattan	MN03
09TLC022Q	Moe Car & Limo Service Inc	Queens	QN02
09TLC024M	Allen Car Service Inc	Manhattan	MN03
09BOE001K	NYC Board of Election Voting Machine Facility	Brooklyn	BK07
08DME010X	Broadway Plaza	Bronx	BX08
09DPR002M	Randall's Island Field Development Project	Manhattan	MN11

DETERMINATION OF SIGNIFICANCE

Negative Declaration

CEQR NO.	Project Name	Borough	CD
09BOE001K	NYC Board of Election Voting Machine Facility	Brooklyn	BK07
07DCP041M	345 West 35th Street	Manhattan	MN04
07DCP085M	111 Eighth Avenue Parking Garage Expansion	Manhattan	MN04
07DCP087K	111 Union Street Rezoning	Brooklyn	BK06
08DCP013K	155 West Street Special Permit	Brooklyn	BK01
08DCP046M	Maz Mezcal Small Sidewalk Café Zoning Text Amendment	Manhattan	MN08
08DCP050M	405 West 53rd Street Parking Garage	Manhattan	MN04
08DCP057M	150 Charles Street Public Parking Garage	Manhattan	MN02
08DCP060R	4243 & 4247 Richmond Avenue	Staten Island	SI03
08DCP063M	150 Amsterdam Avenue	Manhattan	MN07
08DCP064M	4-8 East 94th Street	Manhattan	MN08
08DCP069R	481 Jersey Street	Staten Island	SI01
09DCP021R	Cross Access Connection Text Amendment	Staten Island	SI/all
09DCP029Y	Bicycle Parking Text Amendment	Citywide	
09DCP031M	Eastern Yards Text Amendment	Manhattan	MN04
09DCP035Y	Waterfront Zoning Text Amendment	Citywide	

09DCP042Q	North Flushing Rezoning	Queens	QN07 QN11
09DCP046Y	Inclusionary Housing Text Amendment	Citywide	
09DCP047Q	Long Island City District Text Amendment	Queens	QN02
09DCP052K	Canarsie Rezoning	Brooklyn	BK18
01DEP087K	Gowanus Facilities Upgrade	Brooklyn	BK06
07DEP003U	Gilboa Dam Reconstruction	Upstate	
09DEP046U	Proposed Amendments to the Rules for the Recreational Use	Upstate	
09DEP047U	Proposed Expansion of Boating at Cannonsville Reservoir	Upstate	
09DHS004K	The Flagstone Family Residence	Brooklyn	BK16
09DHS005X	The Lafayette Safe Haven	Bronx	BX02
08DME010X	Broadway Plaza	Bronx	BX08
09DME002K	Bush Terminal - Units B & C	Brooklyn	BK07
04DOS004Q	Tully Environmental Inc	Queens	QN07
08DPR003R	Goodhue Park Mapping and Acquisition	Staten Island	SI01
09DPR004X	Putnam Greenway	Bronx	BX08
09HPD021K	Coney Island Commons	Brooklyn	BK13
09HPD025M	West 128th Street Dempsey Apartments	Manhattan	MN10
09SBS002M	Pier 92-94 Manhattan, Vornado-MMPI Trade Show Facility	Manhattan	MN04
08TLC052K	39 Line Trip Car Service Inc	Brooklyn	BK07
08TLC054K	NY 88 Express	Brooklyn	BK10
08TLC055X	New York Ride, Inc	Bronx	BX12
08TLC059M	Family San Juan Radio Dispatch Inc	Manhattan	MN09
09TLC007K	Flamingo Transportation & Limo Services	Brooklyn	BK09
09TLC009Q	Dollar Express Car & Limo Inc	Queens	QN12
09TLC011K	Colonial II Car & Limousine Inc	Brooklyn	BK10
09TLC012K	Safari Transportation Inc	Brooklyn	BK03
09TLC014K	Red Hook Car & Limo Service	Brooklyn	BK06
09TLC016K	Narrows Limo & Car inc	Brooklyn	BK10
09TLC017Q	Astoria Transportation Inc	Queens	QN01
09TLC018K	Promenade Car Lease Inc	Brooklyn	BK02
09TLC019K	Gason Car & Limousine Service Inc	Brooklyn	BK12
09TLC020R	Double A Car Service Inc d/b/a United Cars	Staten Island	SI03
09TLC021M	Segura Mobile Service Inc (Allen Car Service)	Manhattan	MN03
09TLC022Q	Moe Car & Limo Service Inc	Queens	QN02
09TLC024M	Allen Car Service Inc	Manhattan	MN03

Modified Negative Declaration

CEQR NO.	Project Name	Borough	CD
08DCP032R	Brighton Avenue Hillside Authorizations	Staten Island	SI01
08DPR002X	Shakespeare Ave/West Bronx Recreation Center Ball Field	Bronx	BX04
06HPD011M	Dona Petra Santiago Apartments	Manhattan	MN03

Conditional Negative Declaration

CEQR NO.	Project Name	Borough	CD
06DCP041Q	Astoria Boulevard Rezoning	Queens	QN03
07DCP046X	Vista Mar I	Bronx	BX09
07DCP056K	Clarkson Avenue Zoning Map Amendment	Brooklyn	BK17
08DCP005K	830 Fountain Avenue	Brooklyn	BK05

Positive Declaration

CEQR NO.	Project Name	Borough	CD
09DCP015K	Gowanus Rezoning and Related Actions	Brooklyn	BK06
09DCP019M	15 Penn Plaza	Manhattan	MN05
09HPD022M	West 44th Street and Eleventh Avenue Rezoning (PS 51)	Manhattan	MN04

SCOPING

Draft Scope of Work

CEQR NO.	Project Name	Borough	CD
09DCP015K	Gowanus Rezoning and Related Actions	Brooklyn	BK06

09HPD022M	West 44th Street and Eleventh Avenue Rezoning (PS 51)	Manhattan	MN04
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Final Scope of Work

CEQR NO.	Project Name	Borough	CD
08DCP071X	Lower Concourse Rezoning and Related Actions	Bronx	BX01
09DCP024X	161st Street/River Avenue Rezoning	Bronx	BX04
08DME007K	Coney Island Rezoning	Brooklyn	BK13

ENVIRONMENTAL IMPACT STATEMENT

Draft EIS and NOC

CEQR NO.	Project Name	Borough	CD
08DCP071X	Lower Concourse Rezoning and Related Actions	Bronx	BX01
09DCP024X	161st Street / River Avenue Rezoning	Bronx	BX04

Final EIS and NOC

CEQR NO.	Project Name	Borough	CD
07DCP071M	770 Eleventh Avenue Mixed Use Development Rezoning	Manhattan	MN04
08DCP033K	363-365 Bond Street	Brooklyn	BK06
07HPD021K	Gateway Estates II Project, Fresh Creek Urban Renewal	Brooklyn	BK05
07NYP004X	Public Safety Answering Center II (PSAC II)	Bronx	BX11

MISCELLANEOUS

Other (Minor Modification or Errata)

CEQR NO.	Project Name	Borough	CD
09DCP013Q	Special Forest Hills Special District	Queens	QN06

m4-8

OFFICE OF MANAGEMENT AND BUDGET

NOTICE

**DEPARTMENT OF CITY PLANNING
OFFICE OF MANAGEMENT AND BUDGET
COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
NOTICE OF PROPOSED PROGRAM CHANGES TO
THE 2009 CONSOLIDATED PLAN
NOTICE OF AVAILABILITY OF THE PROPOSED CITY
FISCAL YEAR 2010 COMMUNITY DEVELOPMENT
PROGRAM DESCRIPTIONS & BUDGET
NOTICE OF PROPOSED EXPENDITURE FOR
COMMUNITY DEVELOPMENT PROGRAM FUNDING
UNDER THE AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009**

TO ALL AGENCIES, COMMUNITY BOARDS, GROUPS AND PERSONS:

Modification to the Community Development Block Grant Program (CD)

Pursuant to Section 91.105(c) of the Department of Housing and Urban Development's (HUD) Consolidated Plan Regulations, the City proposes changes in the 2009 Consolidated Plan/Thirty-Fifth Community Development Program Year (CD 35), effective July 1, 2009. The proposed changes are identified in the "Proposed City Fiscal Year 2010 Community Development Program". This document contains the Proposed City Fiscal Year 2010 budget, the Proposed Revised CD Year 35 budget (which will be incorporated into the Amended 2009 Consolidated Plan) and the Proposed CD 36 budget.

This document also contains the City's proposal for Community Development Program funding under the American Recovery and Reinvestment Act of 2009.

On Monday, May 4th, the "Proposed City Fiscal Year 2010 Community Development Program" document will be available, one copy per person or organization, at the following locations:

The Department of City Planning
The Book Store
22 Reade Street, 1st Floor
New York, New York 10007
10:00 A.M. - 4:00 P.M.

The Office of Management and Budget
75 Park Place, 8th Floor Reception Area
New York, New York 10007
10:00 A.M. - 5:00 P.M.

If you would like the document emailed to you in PDF format, please call (212) 788-6177.

Written comments on the proposed changes should be directed to Charles V. Sorrentino, Consolidated Plan Coordinator, Department of City Planning, 22 Reade Street, 4th Floor, New York, New York 10007 by June 4, 2009.

City of New York:
Amanda M. Burden, Director, Department of City Planning
Mark Page, Budget Director, Office of Management and Budget

Date: May 4, 2009

m4-8

POLICE

NOTICE

The New York City Police Department (NYPD) is currently accepting applications for permits for the 2009 Arterial Tow Program selection process. Applications are available and may be picked up from May 4, 2009 to May 18, 2009 between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, at 315 Hudson Street, 3rd Floor, New York, NY 10013. Or you may download applications by visiting the City Record Website <http://a856-internet.nyc.gov/nycvendonline/VendorShort/asp/VendorMenu.asp> and follow the links to NYPD solicitations. Note: The applications will not be available for download until May 4, 2009. Completed applications will be accepted from July 6, 2009 to July 10, 2009 between the hours of 9:00 A.M. and 5:00 P.M. at 315 Hudson Street, 3rd Floor, New York, NY 10013. Completed applications are due no later than July 10, 2009 at 5:00 P.M. Any inquiries regarding this solicitation must be directed to Mr. Frank Bello, Agency Chief Contracting Officer, NYPD Contract Administration Unit, **via email at frank.bello@nypd.org or via fax at (646) 610-5129** on or before May 18, 2009.

a1-m18

LATE NOTICES

AGING

INTENT TO AWARD

Human/Client Service

TRANSPORTATION SERVICES TO THE ELDERLY – Negotiated Acquisition – Available only from a single source - PIN# 12510TRNA0000 – DUE 05-08-09 AT 12:00 P.M. – This notice is for informational purposes only. The Department for the Aging intends to negotiate a one year contract extension, beginning 7/1/09, with the following organizations to provide transportation services to the elderly. The organizations are: Riverdale Senior Services, Jewish Community Council of Greater Coney Island, ARC XVI Fort Washington, Allen AME Neighborhood Preservation and Development, and Recreation Rooms and Settlement.

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 for the Aging, 2 Lafayette Street, Room 400 New York, NY 10007. Margaret McSheffrey (212) 442-1373 mmcsheffrey@aging.nyc.gov

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SOCIAL ADULT DAY SERVICES – Negotiated Acquisition – Available only from a single source - PIN# 12510SDNA23P – DUE 05-08-09 AT 12:00 P.M. – The Department for the Aging intends to negotiate a one year contract extension with the Homecrest Community Services to continue providing social adult day services to the elderly in Brooklyn, Community District 15. This notice is for informational purposes only.

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 for the Aging, 2 Lafayette Street, Room 400 New York, NY 10007. Margaret McSheffrey (212) 442-1373 mmcsheffrey@aging.nyc.gov

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CAREGIVER SERVICES – Negotiated Acquisition – Available only from a single source - PIN# 12510CRNA000 – DUE 05-08-09 AT 12:00 P.M. – This notice is for informational purposes only. The Department for the Aging intends to negotiate a one year contract, beginning 7/1/09, to extend services with the following organizations to provide caregiver services to the elderly in NYC. The organizations are Jewish Association for Services for the Aged, Institute for the Puerto Rican/Hispanic Elderly, Mount Sinai School of Medicine of New York University, Sunnyside Community Services, Northern Queens Health Coalition, Services Now for Adult Persons, Jewish Community Center of Staten Island, and Presbyterian Senior Services.

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 for The Aging, 2 Lafayette Street, Room 400 New York, NY 10007. Margaret McSheffrey (212) 442-1373 mmcsheffrey@aging.nyc.gov

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SENIOR SERVICES – Negotiated Acquisition – Available only from a single source - PIN# 12510VRNA000 – DUE 05-08-09 AT 12:00 P.M. – This notice is for informational purposes only. The Department for the Aging intends to negotiate a one year contract extension, beginning 7/1/09, with the following organizations to continue providing various senior services to the elderly in NYC. The organizations are: Neighborhood Self-Help by Older Persons Project, Bronx Jewish Community Council, Jewish Association for Services for the Aged, One Stop Senior Services, Senior Action in a Gay Environment, Seniors Helping Seniors, Polonians Organized to Minister to Our Community, Community Agency for Senior Citizens, The Spanish Speaking Elderly Council, and Lincoln Square Neighborhood Center.

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 for the Aging, 2 Lafayette Street, Room 400 New York, NY 10007. Margaret McSheffrey (212) 442-1373 mmcsheffrey@aging.nyc.gov

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