



THE CITY RECORD

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THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

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

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

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 **Court Room, Second Floor, Brooklyn Borough Hall, 209 Joralemon Street, Brooklyn, New York 11201, commencing at 4:30 P.M. on Tuesday, July 14, 2009.**

CALENDAR ITEM 1 131 -137 BERRY STREET ZONING MAP AMENDMENT COMMUNITY DISTRICT 1 090096 ZMK

In the matter of an application submitted by Tibetan LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map by establishing within an existing R6B District bounded by North 7th Street, a line 100 feet southeasterly of Berry Street, a line midway between North 6th Street and North 7th Street, and Berry Street.

CALENDAR ITEM 2 CORETTA SCOTT KING APARTMENTS UDAAP - LAND DISPOSITION COMMUNITY DISTRICT 5 090467 HAK

In the matter of an application submitted by the Department of Housing Preservation and Development pursuant to a) Article 16 of the General Municipal Law of New York State for the designation of property located at 660 Jerome Street and 741 Barbey Street as an Urban Development Action Area and an Urban Development Action Area Project for such area; and, b) Section 197-c of the New York City Charter for the disposition of such property to a developer selected by HPD to facilitate a four-story, 51 unit development, tentatively known as Coretta Scott King Apartments, to be developed under the U.S. Department of Housing and Urban Development's Section 202 Supportive Housing Program for the Elderly.

CALENDAR ITEM 3 ELBERT LANE RESIDENTIAL DEVELOPMENT ZONING MAP AMENDMENT COMMUNITY DISTRICT 5 090307 MMK - 090308 ZMK

In the matter of applications submitted by 151-45 Sixth Road Whitestone Partners, LLC, Elbert Lane Development Ltd., and the New York City Department of Parks and Recreation pursuant to a) Sections 197-c and 199 of the New York City Charter for an amendment to the City Map involving the establishment and realignment of Elbert Lane between Conduit Blvd. and Sutter Ave.; the elimination of a portion of Robert Venable Park; the extinguishment of a permanent access easement; the adjustment of grades necessitated thereby, and any acquisition or disposition of real property related thereto all within an area generally bounded by Belmont Avenue, Conduit Boulevard, Forbell Street, Sutter

Avenue and Sheridan Avenue; and, b) Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map changing from an R55 District to an R6A District property bounded by Belmont Avenue, South Conduit Avenue, Eldert Lane, Sutter Avenue, and Sheridan Avenue.

CALENDAR ITEM 4 SUNSET PARK 197-A PLAN COMMUNITY DISTRICT 7 080396 NPK

In the matter of an application submitted by Community Board 7 pursuant to Section 197-a of the New York City Charter for consideration of a plan focusing on the Sunset Park waterfront area generally bounded by 15th Street, Third Avenue, 65th Street, and the Upper New York Bay.

CALENDAR ITEM 5 CARROLL GARDENS / COLUMBIA STREET REZONING ZONING MAP AMENDMENT COMMUNITY DISTRICT 6 090462 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 map to facilitate the rezoning of 86 blocks in the Carroll Gardens/Columbia Street areas of Community District 6. 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

jy8-14

BRONX BOROUGH PRESIDENT

PUBLIC HEARINGS

A PUBLIC HEARING IS BEING called by the President of the Borough of The Bronx, Honorable Ruben Diaz, Jr. on Tuesday, July 14, 2009 at 10:00 A.M. in the office of the Borough President, 851 Grand Concourse, Room 206, Bronx, New York 10451 on the following item:

CD 10-ULURP APPLICATION NO: C 060288 ZMX-IN THE MATTER OF AN application submitted by City Island Estates, LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 4d, by changing from an M1-1 District to an R3A District property bounded by Fordham Street, the shoreline of Long Island Sound, the northeasterly prolongation of a line 100 feet northwesterly of Caroll Street (straight line portion), and Fordham Place, Borough of the Bronx, Community District 10, as shown on a diagram (for illustrative purposes only) dated May 4, 2009, and subject to the conditions of CEQR Declaration E-237.

CD-10-ULURP APPLICATION NO: C 060289 ZMX-IN THE MATTER OF AN application submitted by City Island Estates, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 112-107 to modify the height and setback regulations of Sections 112-103 (Special height and setback regulations) and Section 23-631 (Maximum Height of Walls Required Setbacks) to facilitate a 43-unit residential development on property located at 226 Fordham Place (Block 5643, Lot 235), in an R3A* District, within the Special City Island District (Area A), Borough of the Bronx, Community District 10.

* Note: The site is proposed to be rezoned from M1-1 to an R3A District under a related application (C 060288 ZMX)

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

jy7-13

QUEENS BOROUGH PRESIDENT

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Borough President of Queens, Helen Marshall, on **Thursday, July 16, 2009 at 10:30 A.M.**, in the Borough Presidents Conference Room located at 120-55 Queens Boulevard, Kew Gardens, New York 11424, on the following items:

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

CD13 - BSA #826-86 BZ IN THE MATTER of an application submitted by Eric Palatnik, P.C. on behalf of North Shore Tower Apartment, Inc. pursuant to Section 73-11 of the NYC Zoning Resolution, to waive the Rules of Practice and Procedure; to extend the time to obtain a Certificate of Occupancy; to extend the term of the special permit which expired on March 28, 2008; to permit not more than seventy-five (75) non-accessory radio towers and transmitting equipment on the roof of an existing thirty-three (33) story building and to eliminate the condition that a new certificate of occupancy be obtained located at **269-10 Grand Central Parkway** in an R3-2 district, Block 8489, Lot 1, Zoning Map 11d, Floral Park, Borough of Queens.

CD13 - BSA #827-86 BZ IN THE MATTER of an application submitted by Eric Palatnik, P.C. on behalf of North Shore Tower Apartment, Inc. pursuant to Section 73-11 of the NYC Zoning Resolution, to waive the Rules of Practice and Procedure; to extend the time to obtain a Certificate of Occupancy; to extend the term of the special permit which expired on March 28, 2008; to permit not more than seventy-five (75) non-accessory radio towers and transmitting equipment on the roof of an existing thirty-three (33) story building and to eliminate the condition that a new certificate of occupancy be obtained located at **270-10 Grand Central Parkway** in an R3-2 district, Block 8489, Lot 1, Zoning Map 11d, Floral Park, Borough of Queens.

CD13 - BSA #828-86 BZ IN THE MATTER of an application submitted by Eric Palatnik, P.C. on behalf of North Shore Tower Apartment, Inc. pursuant to Section 73-11 of the NYC Zoning Resolution, to waive the Rules of Practice and Procedure; to extend the time to obtain a Certificate of Occupancy; to extend the term of the special permit which expired on March 28, 2008; to permit not more than seventy-five (75) non-accessory radio towers and transmitting equipment on the roof of an existing thirty-three (33) story building and to eliminate the condition that a new certificate of occupancy be obtained located at **271-10 Grand Central Parkway** in an R3-2 district, Block 8489, Lot 1, Zoning Map 11d, Floral Park, Borough of Queens.

CD07 - BSA #177-09 BZ IN THE MATTER of an application submitted by Raymond H. Levin Esq. on behalf of FTC Residential Company III, L.P. pursuant to Section 73-66 of the NYC Zoning Resolution, for a special permit for modification of height regulations applying to areas around major airports to allow the continued construction of a mixed-use development located at **40-22 College Point Boulevard/131-07 40th Road** in a C4-2 district, Block 5066, Lots 1 and 100, Zoning Map 10d, Flushing, Borough of Queens.

CD13 - ULURP #030129 ZMQ IN THE MATTER of an application submitted by Joseph P. Morsellino, Esq. on behalf of MCM Realty Associates, LLC. pursuant to Section 197-c of the NYC Charter, for an amendment to the Zoning Map from R3-2 to R6A, an area bounded by the prolongation of the centerline of 72nd Avenue on the west, a line 500 feet south of and parallel to the Grand Central Parkway South Service Road to the south, the prolongation of the centerline of 247th Street to the east and Grand Central Parkway to the north, Block 8401, Lots 550, 600, part of 620 and part of 1, Zoning Map 11d, Glen Oaks, Borough of Queens.

CD13 - ULURP #C060419 ZMQ IN THE MATTER of an application submitted by Rothkrug, Rothkrug & Spector LLP on behalf of Parkway Properties LLC, pursuant to Section 197-c of New York City Charter, for an amendment to the Zoning Map by establishing a C1-3 commercial overlay within an existing R3-1 district, bounded by South Conduit Avenue, Lansing Avenue, a line perpendicular to the southwesterly street line of Lansing Avenue, distant 75 feet

southeasterly from the point of intersection of the southerly street line of South Conduit Avenue and the southwesterly street line of Lansing Avenue, and a line 100 feet northeasterly of Edgewood Avenue, Block 13513 Lot 58, Zoning Map 19b, Brookville, Borough of Queens.

CD07 - ULURP #090403 PSQ IN THE MATTER OF an application submitted by the New York City Police Department and Department of Citywide Administrative Services, pursuant to Section 197-c of New York City Charter, for site selection to facilitate the development of a modern academic complex to be operated by the NYPD which would consolidate facilities for recruits, civilians and active police officers that are currently spread across the City located at 28-11 28th Avenue, in M1-1 and M3-1 districts, Block 4301, part of Lot 1; Block 4321 Lot 48; Block 4323, Lot 1; Block 4325, Lot 1; Block 4326, Lot 1; Block 4327, part of Lot 1; Block 4328 part of Lot 1; Block 4329, Lots 1, 7, 10, 75; Block 4359, part of Lot 1; Block 4358, part of Lot 1; Block 4357, part of Lot 1; Block 4356, part of Lot 30; and Block 4354, Lot 50, Zoning Map 10a, College Point, Borough of Queens.

CD07 - ULURP #090470 PPQ IN THE MATTER OF an application submitted by the New York City Department of Citywide Administrative Service, pursuant to Section 197-c of New York City Charter, for the disposition of a City-owned property in the College Point Corporate Park, in an M1-1 district, Block 4208 part of Lot 1, Zoning Map 10a, College Point, Borough of Queens.

CITY PLANNING COMMISSION

PUBLIC HEARINGS

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

**BOROUGH OF THE BRONX
No. 1
FIVE STAR DAY CARE CENTER**

CD 3 C 090324 PQX IN THE MATTER OF an application submitted by the Administration For Children's Services and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the acquisition of property located at 3261 Third Avenue (Block 2368, Lot 39) for continued use as a child care center.

**BOROUGH OF BROOKLYN
No. 2
640 BROADWAY**

CD 1 C 090379 HAK IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
a) the designation of property located at 640 Broadway (Block 2270, Lots 10), site 6 within the Broadway Triangle Urban Renewal Area, as an Urban Development Action Area; and
b) an Urban Development Action Area Project for such area; and
2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate the development of a five-story mixed-use building, tentatively known as 640 Broadway, with approximately 9 residential units and commercial space to be developed under the Department of Housing Preservation and Development's Participation Loan Program.

**Nos. 3, 4 & 5
NAVY GREEN
No. 3**

CD 2 C 090444 ZMK IN THE MATTER OF an application submitted by the New York City Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 12d:

- 1. changing from an M1-2 District to an R8 District property bounded by Flushing Avenue, Vanderbilt Avenue, a line perpendicular to the westerly street line of Vanderbilt Avenue distant 85 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Vanderbilt Avenue and northerly street line of Park Avenue, and Clermont Avenue; and
2. establishing within the proposed R8 District a C2-4 District bounded by Flushing Avenue, Vanderbilt Avenue, a line perpendicular to the westerly street line of Vanderbilt Avenue distant 85 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Vanderbilt Avenue and northerly street line of Park Avenue, and Clermont Avenue;

as shown a diagram (for illustrative purposes only) dated June 1, 2009.

No. 4

CD 2 C 090445 ZSK IN THE MATTER OF an application submitted by the New York City Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 78-312(d) 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) to facilitate the construction of a mixed-use development on property located at 136-50 Flushing Avenue (Block 2033, Lot 1), in an R8/C2-4 District*, within a Large-Scale Residential Development.

*Note: The site is proposed to be rezoned from an M1-2 District to an R8/C2-4 District under a concurrent related application (C 090444 ZMK).

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

No. 5

CD 2 C 090446 HAK IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
a) the designation of property located at 136-50 Flushing Avenue (Block 2033, Lot 1), 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 to be selected by HPD;

to facilitate the development of a mixed-use development, tentatively known as Navy Green, with approximately 455 residential units, commercial and community facility space.

**Nos. 6, 7 & 8
470 VANDERBILT AVENUE
No. 6**

CD 2 C 090441 ZMK IN THE MATTER OF an application submitted by Atara Vanderbilt, LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 16c:

- 1. eliminating from an existing R6 District a C2-3 District bounded by Fulton Street, Vanderbilt Avenue, and a line 100 feet southeasterly of Fulton Street, and Clermont Avenue;
2. changing from an R6 District to a C6-3A District property bounded by Fulton Street, Vanderbilt Avenue, a line 100 feet southeasterly of Fulton Street, and Clermont Avenue; and
3. changing from an M1-1 District to a C6-3A District property bounded by a line 100 feet southeasterly of Fulton Street, Vanderbilt Avenue, Atlantic Avenue, and Clermont Avenue;

as shown on a diagram (for illustrative purposes only) dated June 1, 2009.

No. 7

CD2 N 090442 ZRK IN THE MATTER OF an application submitted by the Atara Vanderbilt, LLC 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 II, Chapter 3 (Bulk regulations for Residential Buildings in Residence Districts), relating to the application of the Inclusionary Housing Program to R9A districts in Community District 2, Borough of Brooklyn,.**

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

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

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

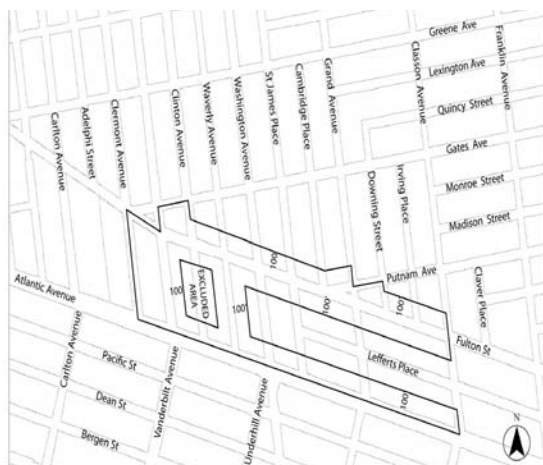
Table with 2 columns: Community District and Zoning District. Lists various districts in Brooklyn, Manhattan, and Queens with their corresponding zoning designations.

23-922
Inclusionary housing designated areas

The Inclusionary Housing Program shall apply in the following areas:

(e) In Community District 2, in the Borough of Brooklyn, in the R7A and R9A Districts within the areas shown on the following Maps 7, 8 and 9:

Map 8
Portion of Community District 2, Brooklyn



Map 9
Portion of Community District 2, Brooklyn
(Revised Map - Applicable Inclusionary housing area expanded)

No. 8

CD 2 C 090443 ZSK IN THE MATTER OF an application submitted by Atara

Vanderbilt, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-743(a) of the Zoning Resolution to modify the requirements of Section 23-145 (For residential buildings developed or enlarged pursuant to the Quality Housing Program), Section 23-852 (Inner court recess), and Section 35-24 (Special Street Wall Location and Height and Setback Regulations in Certain Districts) to facilitate a mixed use development on property located at 470 Vanderbilt Avenue (Block 2009, Lots 1, 19, 20, 23, 26, 31-44), in a C6-3A* District, within a General Large-Scale Development.

*Note: The site is proposed to be rezoned from R6/C2-3 and M1-1 Districts to a C6-3A District under a concurrent related application C 090441 ZMK.

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 MANHATTAN
Nos. 9 & 10
53 WEST 53RD STREET/MoMA
No. 9**

CD 5 C 090431 ZSM IN THE MATTER OF an application submitted by W2005/Hines West Fifty-Third Realty, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 81-212 and 74-79 of the Zoning Resolution to allow the transfer of 136,000 square feet of floor area from property located at 1 West 54th Street (Block 1270, Lot 34) that is occupied by a landmark building (University Club) to property located at 53 West 53rd Street (Block 1269, Lots 5, 6, 7, 8, 9, 11, 12, 13, 14, 20, 30, 58, 66, 69, and 165) to facilitate the development of an 85-story mixed use building, in C6-6, C5-P, C5-2.5 and C5-3 Districts, within the Special Midtown District (partially within the Preservation and Fifth Avenue Subdistricts).

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

No. 10

CD 5 C 090432 ZSM IN THE MATTER OF an application submitted by W2005/Hines West Fifty-Third Realty, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of special permits pursuant to the following sections of the Zoning Resolution:

- 1. Section 74-711 - to allow the distribution of the total allowable floor area without regard to zoning district boundaries, to modify the height and setback regulations of Sections 81-90 (SPECIAL REGULATIONS FOR PRESERVATION SUBDISTRICT) and 33-432 (In other Commercial Districts), to modify the requirements of Sections 81-45 (Pedestrian Circulation Spaces) and 37-50 (Requirements for Pedestrian Circulation Space), and rear yard regulations of Section 23-532 (Required Rear Yard Equivalent); and
2. Section 81-277 - to modify the height and setback requirements of Section 81-27 (Alternative Height and Setback Regulations - Daylight Evaluation);

to facilitate the development of an 85-story mixed use building on property located at 53 West 53rd Street (Block 1269, Lots 5, 6, 7, 8, 9, 11, 12, 13, 14, 20, 30, 58, 66, 69, and 165), in C6-6, C5-P, C5-2.5 and C5-3 Districts, within the Special Midtown District (partially within the Preservation and Fifth Avenue Subdistricts).

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

NOTICE

On Wednesday, July 22, 2009, at 10:00 A.M., in Spector Hall, at the Department of City Planning, 22 Reade Street, in lower Manhattan, a public hearing is being held by the City Planning Commission in conjunction with the above ULURP hearings to receive comments related to a Draft Environmental Impact Statement (DEIS) concerning special permit applications related to the 53 West 53rd Street/MoMA proposal.

This hearing is being held pursuant to the State Environmental Quality Review Act (SEQRA) and City Environmental Quality Review (CEQR), CEQR No. 09DCP004M.

**BOROUGH OF QUEENS
No. 11
BRIARWOOD PLAZA REZONING**

CD 11 C 060551 ZMQ IN THE MATTER OF an application submitted by Briarwood Organization LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 11a, by establishing within an existing R4 District a C2-2 District bounded by 36th Avenue, a line 150 feet northeasterly of Bell Boulevard, a line 200 feet northwesterly of 38th Avenue, and Bell Boulevard, as shown a diagram (for illustrative purposes only) dated June 1, 2009.

**BOROUGH OF STATEN ISLAND
No. 12
GOODHUE PARK**

CD 1 C 080192 MMR IN THE MATTER OF an application, submitted by the Department of Parks & Recreation, pursuant to Sections 197-c and 199 of the New York City Charter, for an amendment to the City Map involving:

- the establishment of Goodhue Park in an area generally bounded by Prospect Avenue to the north, Lafayette Avenue to the east, Brighton Avenue to the south, and North Randall Avenue and Allison Park to the west;
● the delineation of a sewer easement/corridor;
● the extinguishment of various record streets;
● and any acquisition or disposition of real property related thereto,

in accordance with Map No. 4210 dated November 15, 2008 and signed by the Borough President.

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

EQUAL EMPLOYMENT PRACTICES COMMISSION

MEETING

The next meeting of the Equal Employment Practices Commission will be held in the Commission's Conference Room/Library at 40 Rector Street, (14th Floor), on Thursday, July 16, 2009 at 10:00 A.M.

jy9-16

LANDMARKS PRESERVATION COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, chapter 3 of the Administrative Code of the City of New York (Sections 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), on **Tuesday, July 21, 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 09-9481 - Block 1470, lot 1-82-06 - 82-10 37th Avenue - Jackson Heights Historic District
A neo-Tudor style commercial building built in 1921-22. Application is to modify storefront alterations performed without Landmarks Preservation Commission permit(s).

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF QUEENS 09-8016 - Block 1009, lot 1-303 Manor Road, aka 240-03 33rd Avenue, 32-15 East Drive, 32-15 240th Street - Douglaston Historic District
A Colonial Revival style freestanding house, designed by Hobart A. Walker and built in 1912. Application is to construct an addition, modify a driveway, replace retaining walls and a deck, and install HVAC equipment. Zoned R1-2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF QUEENS 10-0570 - Block 8094, lot 39-27 Cherry Street - Douglaston Historic District
A Colonial Revival style house built circa 1920. Application is to demolish an existing garage and construct a new garage. Zoned R1-2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-0266 - Block 49, lot 1-81 Broadway - Trinity Church and Graveyard-Individual Landmark
A Gothic Revival style church designed by Richard Upjohn and built in 1846. Application is to install signage.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-0267 - Block 87, lot 1-209 Broadway - St. Paul's Chapel and Graveyard-Individual Landmark
A Georgian style church designed by Thomas McBean and built in 1764-66. Application is to install signage.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7873 - Block 174, lot 31-361 Broadway - James S. White Building - Individual Landmark
A Classical Revival style commercial building designed by W. Wheeler Smith and built in 1881-82. Application is to replace portions of the cast iron facade with glass fiber reinforced concrete.

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 09-8590 - Block 224, lot 27-464 Greenwich Street - Tribeca North Historic District
A store and loft building designed by Charles S. Clark and built in 1892. Application is to construct rooftop bulkheads and to remove the fire escape.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-9127 - Block 522, lot 14-640 Broadway, aka 172 Crosby Street and 60-74 Bleeker Street - NoHo Historic District
A Classical Revival style store, loft, and office building designed by DeLemos and Cordes, and built in 1896-97. Application is to create a Master Plan governing the future installation of storefront infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7487 - Block 619, lot 77-79 Christopher Street - Greenwich Village Historic District
A house built in 1868. Application is to install a stoop gate.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-5869 - Block 588, lot 71-33-37 Grove Street - Greenwich Village Historic District
Three transitional Queen Anne/Romanesque Revival style apartment houses, designed by F. T. Camp and built in 1881. Application is to legalize modifications to the areaways without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-0533 - Block 591, lot 33-89 7th Avenue South, aka 16 Barrow Street - Greenwich Village Historic District
An apartment house designed by George F. Pelham, built in 1897 and altered in 1921. Application is to install storefront infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-8652 - Block 609, lot 75 - 159 West 13th Street - Greenwich Village Historic District
A residential building originally built in 1847-48 and altered in the 20th century. Application is to install windows and a cornice, and re-clad the brick facade.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7994 - Block 821, lot 21-33 West 19th Street, aka 28 West 20th Street - Ladies' Mile Historic District

A neo-Renaissance style store and loft building designed by H. Waring Howard and built in 1902-03. Application is to construct an addition and replace storefront infill. Zoned M1-6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-5612 - Block 1874, lot 52-2689-2693 Broadway, aka 230 West 103rd Street - Hotel Marseilles-Individual Landmark
A Beaux-Arts style apartment hotel designed by Harry Allen Jacobs and built in 1902-05. Application is to replace windows.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 07-9246 - Block 1385, lot 7502-33 East 70th Street, aka 30 East 71st Street - Upper East Side Historic District
A neo-Federal style apartment house, designed by Schwartz and Gross and built in 1928-1929. Application is to establish a Master Plan governing the future installation of windows.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-0318 - Block 1495, lot 4-1025 Fifth Avenue - Metropolitan Museum Historic District
The entrance to an apartment building designed by Raymond Loewy and William Smith and built in 1955. Application is to install a new canopy and entryway surround.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF STATEN ISLAND 10-0534 - Block 587, lot 1-79 Howard Avenue - Louis A. and Laura Stirn House-Individual Landmark
A neo-Renaissance style mansion with Arts and Crafts style details designed by Kafka and Lindermeyr and built in 1908. Application is to create parking areas; alter the entrance and construct additions within the front porch, and install a barrier-free access ramp and a stair tower.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-9190 - Block 2563, lot 45-881-885 Manhattan Avenue - Greenpoint Historic District
A pair of one-story commercial buildings originally built in 1886, and altered in 1950. Application is to install storefront infill and signage.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 09-3689 - Block 326, lot 63-302 Court Street - Cobble Hill Historic District
A Romanesque Revival style rowhouse, designed by Horatio White and William Johnson, and built in 1887-89. Application is to legalize the installation of an awning without Landmarks Preservation Commission permits, and to install a bracket sign.

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

ADVISORY REPORT
BOROUGH OF BROOKLYN 09-9119 - Block 1117, lot 1-Prospect Park, Kate Wollman Skating Rink - Prospect Park - Scenic Landmark
A skating rink and related building, built in 1959, and the adjacent parking lot and landscaping, within a primarily naturalistic style park designed in 1865 by Frederick Law Olmsted and Calvert Vaux. Application is to amend Commission Advisory Report 09-1700 for the construction of a new building and related landscaping.

jy7-21

NOTICE IS HEREBY GIVEN THAT PURSUANT to the provisions of 3020 of the New York City Charter and Chapter 3 of Title 24 of the Administrative Code of the City of New York (Sections 25-303 and 25-313) that on **Tuesday, July 14, 2009, at 9:30 A.M.**, the Landmarks Preservation Commission will conduct a *public hearing* in the Public Meeting Room of the Landmarks Preservation Commission, located at The Municipal Building, 1 Centre Street, 9th Floor North, City of New York with respect to the following proposed Landmarks and Landmark Sites. Any person requiring reasonable accommodation in order to participate in the hearing should call or write the Landmarks Preservation Commission, [Municipal Building, 1 Centre Street, 9th Floor North, New York, NY 10007, (212) 669-7700] no later than five (5) business days before the hearing. There will also be a public meeting on that day.

ITEMS TO BE HEARD

PUBLIC HEARING ITEM NO. 1
LP-2374 **INTERBOROUGH RAPID TRANSIT POWERHOUSE**, 850 12th Avenue (aka 840-848 12th Avenue; 855-869 11th Avenue; 600-648 West 59th Street; 601-669 West 58th Street), Manhattan
Landmark Site: Borough of Manhattan Tax Map Block 1106, Lot 1 in part

PUBLIC HEARING ITEM NO. 2
LP-2338 **WEST PARK PRESBYTERIAN CHURCH**, 165 West 86th Street (aka 165-167 West 86th Street; 541 Amsterdam Avenue), Manhattan.
Landmark Site: Borough of Manhattan Tax Map Block 1217, Lot 1

j30-jy14

PUBLIC MEETING

NOTICE IS HEREBY GIVEN THAT PURSUANT to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York that on **Tuesday, July 14, 2009**, there will be a Public Meeting of the Landmarks Preservation Commission in the Public Hearing Chamber at 1 Centre Street, 9th Floor North, Borough of Manhattan, City of New York. For information about the Public Meeting agenda, please contact the Public Information Officer at (212) 669-7817.

jy9-12

OFFICE OF THE MAYOR

PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED LOCAL LAWS

PURSUANT TO STATUTORY REQUIREMENT, NOTICE IS HEREBY GIVEN that proposed local laws numbered and titled hereinafter have been passed by the Council and that a public hearing on such proposed local laws will be held in the Blue Room at City Hall, Borough of Manhattan, New York City, on **Friday, July 17, 2009 at 9:30 A.M.**:

Intro 1022 – A Local Law to provide for the establishment of a panel on regulatory review.

Intro 1030 – A Local Law to amend the administrative code of the City of New York, in relation to the enforcement of etching acid legislation.

Intro 1033 – A Local Law to amend the New York city charter, in relation to the naming of 41 thoroughfares and public places.

Intro 1041 – A Local Law in relation to authorizing the commissioner of finance to establish a temporary program for the resolution of outstanding default judgments issued by the environmental control board.

Michael R. Bloomberg
Mayor

NOTE: Individuals requesting Sign Language Interpreters should contact the Mayor's Office of City Legislative Affairs, 253 Broadway, 14th Floor, New York, NY 10007, (212) 788-3678, no later than five business days prior to the public hearing. TDD users call Verizon relay service.

jy10

BOARD OF STANDARDS AND APPEALS

PUBLIC HEARINGS

JULY 21, 2009, 10:00 A.M.

NOTICE IS HEREBY GIVEN of a public hearing, Tuesday morning, July 21, 2009, 10:00 A.M., at 40 Rector Street, 6th Floor, New York, N.Y. 10006, on the following matters:

SPECIAL ORDER CALENDAR

853-53-BZ
APPLICANT – Walter T. Gorman, P.E., for Knapp LLC, owner; ExxonMobil Corporation, lessee.
SUBJECT – Application March 4, 2009 – Extension of Time/waiver to obtain a Certificate of Occupancy for a Gasoline Service Station (Mobil) in a C-2/R3-2 which expired on January 22, 2009.
PREMISES AFFECTED – 2402/16 Knapp Street, south west corner of Avenue Z, Block 7429, Lot 10, Borough of Brooklyn.
COMMUNITY BOARD #15BK

709-55-BZ
APPLICANT – Walter T. Gorman, P.E., for LMT Realty Company, owner; ExxonMobil Oaks Corporation, lessee.
SUBJECT – Application May 21, 2009 – Extension of Term to permit the continued operation of a gasoline service station (Mobil) which expires on February 2, 2010 in an R4/C1-2 zoning district.
PREMISES AFFECTED – 2000 Rockaway Parkway, northwest corner of Seaview Avenue, Block 8299, Lots 68 and 63, Borough of Brooklyn.
COMMUNITY BOARD #18BK

32-91-BZ
APPLICANT – Walter T. Gorman, P.E., for Fulvan Realty Corporation, owner; Fulton Auto Repair Incorporated, lessee.
SUBJECT – Application May 5, 2009 – Extension of Term and waiver of a Special Permit for a (UG16) Gasoline Service Station (Coastal) in a C2-4/R7A zoning district which expired on May 19, 2007.
PREMISES AFFECTED – 838/846 Fulton Street, south east corner of Vanderbilt Avenue, Block 2010, Lot 25, Borough of Brooklyn.
COMMUNITY BOARD #2BK

203-00-BZ
APPLICANT – Jay A. Segal, Greenberg Traurig, LLP, for Sunset Warehouse Condominium, owners.
SUBJECT – Application April 29, 2009 – Application to amend the variance granted in 2001 for BSA Calendar No. 203-00-BZ. The Amendment is to permit the conversion of three additional condominium units (designated originally for commercial use) on the second floor to three residential units. The proposal is contrary to sections 42-10 (use) and 42-133 (no new dwelling units allowed). M1-5 district.
PREMISES AFFECTED – 603 Greenwich Street, aka 43 Clarkson Street, northeast intersection of Greenwich and Clarkson Streets.
COMMUNITY BOARD #2M

327-04-BZ
APPLICANT – Sheldon Lobel, P.C., for Beth Gavriel Bukharian Congregation, owner.
SUBJECT – Application June 5, 2009 – Extension of Time to Complete Construction and Extension of Time to obtain a Certificate of Occupancy of a previously granted Variance (72-21) for the enlargement of an existing Synagogue and School (Beth Gavriel), in an R1-2 zoning district, which expired on June 7, 2009.
PREMISES AFFECTED – 66-35 108th Street, east side of 108th Street, east side of 108th Street, between 66th Road and 67th Avenue, Block 2175, Lot 1, Borough of Queens.
COMMUNITY BOARD #6Q

APPEALS CALENDAR

296-08-A
APPLICANT – Gerald J. Caliendo, R.A., for Federico Camacho, owner.
SUBJECT – Application November 25, 2008 – Proposed four-story, six family dwelling with a community facility located within the bed of a mapped street contrary to General City Law Section 35. R6B Zoning District.
PREMISES AFFECTED – 45-02 111th Street, east side of 45th Avenue, 100' south of intersection of 111th Street and 45th Avenue, Block 2001, Lot 37, Borough of Queens.
COMMUNITY BOARD #4Q

179-09-A
APPLICANT – Eric Palatnik, P.C., for Zaki Turkieh, owner.
SUBJECT – Application June 1, 2009 – Proposed construction of a one story extension to an existing commercial building not fronting on a mapped street contrary to General City Law Section 36.
PREMISES AFFECTED – 252-02 Rockaway Boulevard, corner of First Street and Rockaway Boulevard, Block 1392, Lot 69, Borough of Queens.
COMMUNITY BOARD #13Q

JULY 21, 2009, 1:30 P.M.

NOTICE IS HEREBY GIVEN of a public hearing, Tuesday afternoon, July 21, 2009, at 1:30 P.M., at 40 Rector Street, 6th Floor, New York, N.Y. 10006, on the following matters:

ZONING CALENDAR

197-08-BZ
APPLICANT – Stuart A. Klein, for Carroll Gardens Realty, LLC, owner.

SUBJECT – Application July 23, 2008 – Variance (§72-21) to permit a four-story and penthouse residential building. The proposal is contrary to ZR Sections 23-141 (Floor Area, FAR & Open Space Ratio), 23-22 (Number of Dwelling Units), 23-45 (Front Yard), 23-462 (Side Yard), and 23-631 (Wall Height). R4 district.
PREMISES AFFECTED – 341/349 Troy Avenue, aka 1515 Carroll Street, corner of Troy Avenue and Carroll Street, Block 1407, Lot 1, Borough of Brooklyn.
COMMUNITY BOARD #9BK

49-09-BZ

APPLICANT – Law Office of Fredrick A. Becker, for Beth Israel Medical Center, owner; Kollel Bnei Torah, lessee.
 SUBJECT – Application March 26, 2009 – Variance pursuant to 72-21 to permit the enlargement of a synagogue contrary to side yard regulations ZR 24-35(a). R4 District.
PREMISES AFFECTED – 1323 East 32nd Street, east side of East 32nd Street, between Avenue M and Kings Highway, Block 7668, Lot 36, Borough of Manhattan.
COMMUNITY BOARD #18M

164-09-BZ

APPLICANT – Eric Palatnik, P.C., for Steve Palanker, owner.
 SUBJECT – Application April 29, 2009 – Special Permit (§73-622) for the enlargement of an existing Two-Family home. This application seeks to vary floor area, lot coverage and open space (ZR 23-141) and less than the required rear yard (ZR 23-47) in an R3-1 zoning district.
PREMISES AFFECTED – 124 Irwin Street, between Hampton Avenue and Oriental Boulevard, Block 8751, Lot 416, Borough of Brooklyn.
COMMUNITY BOARD #15BK

184-09-BZ

APPLICANT – Law Office of Fredrick A. Becker, for Annie Daniel and Elliot Daniel, owners.
 SUBJECT – Application June 4, 2009 – Special Permit (§73-622) for the enlargement of an existing single family home. This application seeks to vary open space, lot coverage and floor area (23-141); side yards (23-461) and rear yard (23-47) in an R3-2 zoning district.
PREMISES AFFECTED – 4072 Bedford Avenue, west side of Bedford Avenue, between Avenue S and Avenue T, Block 7303, Lot 37, Borough of Brooklyn.
COMMUNITY BOARD #15BK

Jeff Mulligan, Executive Director

jy9-10

TRANSPORTATION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 55 Water Street, 9th Floor, Room 945 commencing at 2:00 p.m. on Wednesday, July 22, 2009. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 55 Water Street, 9th Floor SW, New York, NY 10041, or by calling (212) 839-6550.

#1 In the matter of a proposed revocable consent authorizing New York University to modify existing consent so as to construct, maintain and use additional conduits under and across LaGuardia Place, north of West 3rd Street, and under and along West 3rd Street, between Thomson Streets and LaGuardia Place, and under and across Thomson Street, north of West 3rd Street, in the Borough of Manhattan. The proposed modification of this revocable consent is effective 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 - \$65,142+16,757/annum (prorated from the date of Approval by the Mayor)
 For the period July 1, 2010 to June 30, 2011 - \$84,044

There is no additional maintenance of a security deposit for this consent.

#2 In the matter of a proposed revocable consent authorizing New York University to maintain and use the conduits under and across Third Avenue, south of East 12th Street and south of East 12th Street, and under, across and along East 12th Street, east of Third 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 - \$4,380
 For the period July 1, 2010 to June 30, 2011 - \$4,511
 For the period July 1, 2011 to June 30, 2012 - \$4,642
 For the period July 1, 2012 to June 30, 2013 - \$4,773
 For the period July 1, 2013 to June 30, 2014 - \$4,904
 For the period July 1, 2014 to June 30, 2015 - \$5,035
 For the period July 1, 2015 to June 30, 2016 - \$5,166
 For the period July 1, 2016 to June 30, 2017 - \$5,297
 For the period July 1, 2017 to June 30, 2018 - \$5,428
 For the period July 1, 2018 to June 30, 2019 - \$5,559

the maintenance of a security deposit in the sum of \$4,000, 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.

#3 In the matter of a proposed revocable consent authorizing New York University Medical Center to maintain and use the conduits under and across First Avenue, between East 33rd Street and East 38th Street, and cables under and along First Avenue in the existing facilities of the Empire City Subway Company, 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 - \$20,087
 For the period July 1, 2010 to June 30, 2011 - \$20,672
 For the period July 1, 2011 to June 30, 2012 - \$21,257
 For the period July 1, 2012 to June 30, 2013 - \$21,842
 For the period July 1, 2013 to June 30, 2014 - \$22,427
 For the period July 1, 2014 to June 30, 2015 - \$23,012
 For the period July 1, 2015 to June 30, 2016 - \$23,597
 For the period July 1, 2016 to June 30, 2017 - \$24,182
 For the period July 1, 2017 to June 30, 2018 - \$24,767
 For the period July 1, 2018 to June 30, 2019 - \$25,352

the maintenance of a security deposit in the sum of \$25,400, 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 Beth Israel Medical Center to maintain and use the vaults under the south sidewalk of East 17th Street, east of Nathan D. Perlman Place, and the east sidewalk of Nathan D. Perlman Place, south of East 17th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$22,213
 For the period July 1, 2010 to June 30, 2011 - \$22,860
 For the period July 1, 2011 to June 30, 2012 - \$23,507
 For the period July 1, 2012 to June 30, 2013 - \$24,154
 For the period July 1, 2013 to June 30, 2014 - \$24,801
 For the period July 1, 2014 to June 30, 2015 - \$25,448
 For the period July 1, 2015 to June 30, 2016 - \$26,095
 For the period July 1, 2016 to June 30, 2017 - \$26,742
 For the period July 1, 2017 to June 30, 2018 - \$27,389
 For the period July 1, 2018 to June 30, 2019 - \$28,036

the maintenance of a security deposit in the sum of \$28,000, 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 Mount Sinai Medical Center to maintain and use a transformer vault under the east sidewalk of Madison Avenue, south of East 99th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2009 to June 30, 2019 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2009 to June 30, 2010 - \$11,929
 For the period July 1, 2010 to June 30, 2011 - \$12,287
 For the period July 1, 2011 to June 30, 2012 - \$12,645
 For the period July 1, 2012 to June 30, 2013 - \$13,003
 For the period July 1, 2013 to June 30, 2014 - \$13,361
 For the period July 1, 2014 to June 30, 2015 - \$13,719
 For the period July 1, 2015 to June 30, 2016 - \$14,077
 For the period July 1, 2016 to June 30, 2017 - \$14,435
 For the period July 1, 2017 to June 30, 2018 - \$14,793
 For the period July 1, 2018 to June 30, 2019 - \$15,151

the maintenance of a security deposit in the sum of \$15,200, 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 39 West 87th Street Housing Corporation to maintain and use a historic front stoop and areaway stairs on the north sidewalk of West 87th Street, between Central Park West and Columbus 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 from 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.

#7 In the matter of a proposed revocable consent authorizing National Railroad Passenger Corporation to maintain and use submarine railroad cables under water along easterly side of railroad trestle of the Spuyten Duyvil Bridge, Harlem River, in the Borough of Manhattan and 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, 2010 - \$14,400
 For the period July 1, 2010 to June 30, 2011 - \$14,819
 For the period July 1, 2011 to June 30, 2012 - \$15,238
 For the period July 1, 2012 to June 30, 2013 - \$15,657
 For the period July 1, 2013 to June 30, 2014 - \$16,076
 For the period July 1, 2014 to June 30, 2015 - \$16,495
 For the period July 1, 2015 to June 30, 2016 - \$16,914
 For the period July 1, 2016 to June 30, 2017 - \$17,333
 For the period July 1, 2017 to June 30, 2018 - \$17,752
 For the period July 1, 2018 to June 30, 2019 - \$18,171

the maintenance of a security deposit in the sum of \$5,063.08, 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.

#8 In the matter of a proposed revocable consent authorizing Bronx Metal Recycling to maintain and use railroad sidetrack in Edgewater Road, north of Seneca 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, 2010 - \$2,445
 For the period July 1, 2010 to June 30, 2011 - \$2,518
 For the period July 1, 2011 to June 30, 2012 - \$2,591
 For the period July 1, 2012 to June 30, 2013 - \$2,664
 For the period July 1, 2013 to June 30, 2014 - \$2,737
 For the period July 1, 2014 to June 30, 2015 - \$2,810
 For the period July 1, 2015 to June 30, 2016 - \$2,883
 For the period July 1, 2016 to June 30, 2017 - \$2,956
 For the period July 1, 2017 to June 30, 2018 - \$3,029
 For the period July 1, 2018 to June 30, 2019 - \$3,102

the maintenance of a security deposit in the sum of \$12,700, and the filing of an insurance policy in the minimum amount of \$1,000,000/\$2,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$1,000,000.

jy2-22

COURT NOTICE

SUPREME COURT

NOTICE

**RICHMOND COUNTY
IA PART 74
NOTICE OF ACQUISITION
INDEX NUMBER (CY) 4009/09**

In the Matter of the Application of THE CITY OF NEW YORK relative to acquiring title in fee simple where not heretofore acquired for the same purpose for **OAKWOOD BEACH BLUEBELT - STAGE 1** Generally bounded by Fairbanks Avenue and Dugdale Street to the North; Riga Street to the East; Emmet Avenue to the South; and Grayson Street to the West; in the County of Richmond, City and State of New York.

PLEASE TAKE NOTICE, that by order of the Supreme Court of the State of New York, County of Richmond, IA Part 74 (Hon. Abraham G. Gerges, J.S.C.), duly entered in the office of the Clerk of the County of Richmond on June 25, 2009, the application of the City of New York to acquire certain real property, for **OAKWOOD BEACH BLUEBELT - STAGE 1**, was granted and the City was thereby authorized to file an acquisition map with the Clerk of Richmond County. Said map, showing the property acquired by the City, was filed with the Clerk of Richmond County on June 25, 2009. Title to the real property vested in the City of New York on June 25, 2009.

PLEASE TAKE FURTHER NOTICE, that the City has acquired the following parcels of real property:

Damage Parcel	Block	Lot
3	4728	2
4	4740	15
5	4740	16
6	4740	14
7	4740	13
8	4740	11
9	4740	9
10	4740	7
11	4736	15
12	4736	12
13	4740	1
12	4736	1
15	4736	6
18	4740	21
19	4740	24
20	4740	33
21	4737	18
22	4737	14
23	4737	13
24	4737	1
25	4737	5
26	4737	7
27	4737	9
30	4740	35
31	4740	36
32	4740	37
33	4740	41
34	4740	43
35	4740	46
36	4738	3
37	4738	13
38	4738	1
41	4739	29
42	4739	20
43	4739	3
44	4739	1
45	4739	9
46	4692	21
47	4692	18
48	4692	28
49	4692	11
50	4692	33
51	4692	1

PLEASE TAKE FURTHER NOTICE, that pursuant to said Order and to §§ 503 and 504 of the Eminent Domain Procedure Law of the State of New York, each and every person interested in the real property acquired in the above-referenced proceeding and having any claim or demand on account thereof is hereby required, on or before June 25, 2010, (which is one (1) calendar year from the title vesting date), to file a written claim with the Clerk of the Court of Richmond County, and to serve within the same time a copy thereof on the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, New York 10007. Pursuant to EDPL § 504, the claim shall include:

- A. the name and post office address of the condemnee;
- B. reasonable identification by reference to the acquisition map, or otherwise, of the property affected by the acquisition, and the condemnee's interest therein;
- C. a general statement of the nature and type of damages claimed, including a schedule of fixture items which comprise part or all of the damages claimed; and,
- D. if represented by an attorney, the name, address and telephone number of the condemnee's attorney.

Pursuant to EDPL § 503(C), in the event a claim is made for fixtures or for any interest other than the fee in the real property acquired, a copy of the claim, together with the schedule of fixture items, if applicable, shall also be served upon the fee owner of said real property.

PLEASE TAKE FURTHER NOTICE, that, pursuant to § 5-310 of the New York City Administrative Code, proof of title shall be submitted to the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, New York 10007 on or before June 25, 2011 (which is two (2) calendar years from the title vesting date).

Dated: July 1, 2009, New York, New York
MICHAEL A. CARDOZO
 Corporation Counsel of the City of New York
 100 Church Street
 New York, New York 10007
 Tel. (212) 788-0425

jy8-21

BRONX COUNTY
IA PART 6
NOTICE OF MOTION
INDEX NUMBER 650/07

In the Matter of Acquiring Fee Title, Permanent and Temporary Easements, and an Access Corridor Where not Heretofore Acquired for the **WILLIS AVENUE BRIDGE REPLACEMENT** in the area generally bounded by Bruckner Boulevard, Brown Place, the Bronx Kill, the Harlem River, and Lincoln Avenue in the Borough of Bronx, City and State of New York.

PLEASE TAKE NOTICE, that, upon the annexed affirmation of MARY SWARTZ and the exhibits annexed thereto, and upon all prior proceedings had herein, the City of New York ("City") will move in IA Part 6 of the Supreme Court of the State of New York, County of the Bronx, in Room 625 of the Courthouse located at 851 Grand Concourse, in the Borough of Bronx, City and State of New York on the 27th day of July, 2009, at 2:00 P.M. or as soon thereafter as counsel may be heard, for an Amended Vesting Order, issued pursuant to Sec. 5-331 of the New York City Administrative Code, superseding the Vesting Order filed March 20, 2007 and granting the City leave to file an Amended Acquisition and Damage Map to be deemed filed as of March 27, 2007, *nunc pro tunc*, in order to clarify the extent and scope of the permanent easements taken in this proceeding with respect to Bronx Tax block 2260 Lot 62.

PLEASE TAKE FURTHER NOTICE that, pursuant to CPLR Section 2214(b), any papers submitted in opposition to this motion, and any notice of cross-motion (and any papers in support of a cross-motion) must be served upon the undersigned at least seven (7) days before the return date of this motion.

Dated: June 22, 2009, New York, New York
MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
100 Church Street, Rm. 5-203
New York, New York 10007
(212) 788-0715

By: Mary Swartz
Assistant Corporation Counsel

TO: Harlem River Yard Ventures, Inc.
By: Goldstein, Goldstein, Rikon & Gottlieb, P.C.
ATTN: John Houghton, Esq.
80 Pine St. 32 floor
New York, New York 10005

Waste Management of New York, LLC (a/k/a USA Waste Services of NYC, Inc.)
By: Harris Beach PLLC
ATTN: Phillip Spellane, Esq.
99 Garnsey Road, Pittsford, New York 14534

82 Willis LLC
By: Jaspan Schlesinger Hoffman LLP
ATTN: Andrew M. Mahony, Esq.
300 Garden City Plaza, Fifth Floor, Garden City, New York 11530

Cons Rail Co. # Schenberg
P.O. Box 8499, Philadelphia, PA 19101-8499
Properties Hacker, LLC
P.O. Box 770-538, Woodside, NY 11377

Properties Hacker, LLC
c/o Moe Malik
84-11 Elmhurst Ave. Apt. 1F, Elmhurst, NY 11373

The People of the State of New York acting by and through
The New York State Department of Transportation
Building 5, State Office Campus
1220 Washington Avenue, Albany, NY 12232

New York City Industrial Development Agency
110 William Street, New York, NY 10038

United States Trust Company of New York, as Trustee
114 West 47th Street, New York, NY 10036

Mary Caiola
5 Hale Place, Tappan, NY 10983

The Bank of New York, as Collateral Agent and Custodian
101 Barclay Street, New York, NY 10286
Attn.: Corporate Trust Department

Bank of America, N.A.
1185 Avenue of the Americas, 16th fl.,
New York, NY 10036

Clear Channel Outdoor, Inc.
By: Davidoff Malito & Hutcher LLP
ATTN: Patrick J. Kilduff, Esq.
605 Third Avenue, 34th floor,
New York, New York 10158

SEE COURT NOTICE MAP ON BACK PAGES

j30-jy14

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ AUCTION

PUBLIC AUCTION SALE NUMBER 01001 - B

NOTICE IS HEREBY GIVEN of a bi-weekly public auction of City fleet vehicles consisting of cars, vans, light duty vehicles, trucks, heavy equipment and miscellaneous automotive

equipment to be held on WEDNESDAY, JULY 22, 2009 (SALE NUMBER 01001-B). 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.

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.

jy8-22

■ SALE BY SEALED BID

SALE OF: 7 LOTS OF MISCELLANEOUS EQUIPMENT/SUPPLIES, USED AND UNUSED.

S.P.#: 09031 DUE: July 14, 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, 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.

j30-jy14

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 1162

NOTICE IS HEREBY GIVEN of a ONE (1) day public auction of unclaimed salvage vehicles, motorcycles, automobiles, trucks, and vans. Inspection day is July 13, 2009 from 10:00 A.M. - 2:00 P.M.

Salvage vehicles, motorcycles, automobiles, trucks, and vans will be auctioned on July 14, 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.

j30-jy14

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

■ SOLICITATIONS

Goods

DELI UNIT - Sole Source - Available only from a single source - LaGuardia Community College is entering into a Purchase Order Contract with Hussman Corporation for the purchase of one refrigerated deli unit consisting of parts #Q1-DC045OR, and Q1-DC-4'. This notice is not intended to invite competition, nor is competition desired. Rather, this notice is intended to fulfill the requirement for giving Public Notice of a Sole Source purchase as per New York State Finance Law, section 163.

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.
LaGuardia Community College, CUNY, 3110 Thomson Avenue, Room E-405, Long Island City, New York 11101. Tawanikka Smith, Purchasing Agent, (718) 482-5590, tsmith@lagcc.cuny.edu

jy6-10

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ SOLICITATIONS

Goods

WATER METERS, ELECTROMAGNETIC - Competitive Sealed Bids - PIN# 8570901066 - DUE 07-28-09 AT 10:30 A.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
*Department of Citywide Administrative Services
1 Centre Street, Room 1800, New York, NY 10007.
Anna Wong (212) 669-8610.*

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■ AWARDS

Goods

EMERGENCY RESPONSE SUPPLIES - Competitive Sealed Bids - PIN# 857801149 - AMT: \$207,360.00 - TO: Szy Holdings LLC dba Ever Ready First Aid and Medical Supply Co., 101-01 Foster Avenue, Brooklyn, NY 11236.
● **KOSHER DINNERS FOR DOC** - Competitive Sealed Bids - PIN# 857901035 - AMT: \$874,369.22 - TO: Golden Platter Foods, Inc., 37 Tompkins Point Road, Newark, NJ 07114.
● **KOSHER DINNERS FOR DOC** - Competitive Sealed Bids - PIN# 857901035 - AMT: \$279,035.71 - TO: Bruno Specialty Foods, Inc., 208 Cherry Avenue, West Sayville, NY 11796-1223.

jy10

CHLORINE LIQUID (D.E.P.) - Competitive Sealed Bids - PIN# 857801052 - AMT: \$6,048,000.00 - TO: JCI Jones Chemicals, Inc., P.O. Box 280, 103 River Street, Warwick, NY 10990.
● **DRUGS AND SOLUTION FOR FDNY/EMS** - Competitive Sealed Bids - PIN# 857900065 - AMT: \$9,013,910.00 - TO: Bound Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016.

jy10

CISCO COMMUNICATIONS EQUIPMENT - DEP - Intergovernmental Purchase - PIN# 8570901387 - AMT: \$119,466.84 - TO: CDW Government Inc., 230 N. Milwaukee Ave., Vernon Hills, IL 60061. NYS Contract #PT59009 and PS59010.
● **CISCO COMMUNICATIONS EQUIPMENT - DEP** - Intergovernmental Purchase - PIN# 8570901398 - AMT: \$231,459.80 - TO: CDW Government Inc., 230 N. Milwaukee Ave., Vernon Hills, IL 60061. NYS Contract #PT59009 and PS59010.
● **HP SOFTWARE AND SUPPORT - DEP** - Intergovernmental Purchase - PIN# 8570901391 - AMT: \$129,037.63 - TO: Melillo Consulting Inc., 285 Davidson Ave., Suite 202, Somerset, NJ 08873. NYS Contract #PT59286.
● **BMC COMPUTER SOFTWARE AND SUPPORT - DOITT** - Intergovernmental Purchase - PIN# 8570901228 - AMT: \$478,187.90 - TO: Dyntek Services Inc., 1250 Broadway, Suite 3801, New York, NY 10001. NYS Contract #PT57264.

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

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COMPTRROLLER

■ AWARDS

Human/Client Service

STATUTORY 50-H HEARINGS AND ANCILLARY SERVICES - Request for Proposals - PIN# 01509BLA0007 - AMT: \$754,284.00 - TO: Klein Calderoni and Santucci, LLP, 1614 Williamsbridge Road, Bronx, NY 10461.
● **STATUTORY 50-H HEARINGS AND ANCILLARY SERVICES** - Request for Proposals - PIN# 01509BLA0011 - AMT: \$890,090.00 - TO: Shapiro, Beilly, Rosenberg and Aronowitz, RLLP, 225 Broadway, 13th Floor, New York, NY 10007.
● **STATUTORY 50-H HEARINGS AND ANCILLARY SERVICES** - Request for Proposals - PIN# 01509BLA0012 - AMT: \$1,349,950.00 - TO: Daniel L. Schneider, Attorney-at-Law, 49 Walworth Avenue, Scarsdale, NY 10583.
● **STATUTORY 50-H HEARINGS AND ANCILLARY SERVICES** - Request for Proposals - PIN# 01509BLA0005 - AMT: \$911,716.00 - TO: Espinosa and Espinosa LLP, 97 Clifton Terrace, Weehawken, NJ 07086.
● **STATUTORY 50-H HEARINGS AND ANCILLARY SERVICES** - Request for Proposals - PIN# 01509BLA0008 - AMT: \$847,704.00 - TO: Jeffrey Samel and Partners, 150 Broadway, 20th Floor, New York, NY 10038.

jy10

DESIGN & CONSTRUCTION

CONTRACT SECTION

SOLICITATIONS

Construction / Construction Services

INSTALLATION OF DISTINCTIVE AND CONCRETE SIDEWALKS, ADJACENT CURBS AND PEDESTRIAN RAMPS AS NECESSARY IN VARIOUS LOCATIONS, CITYWIDE – Competitive Sealed Bids – PIN# 8502009HW0052C – DUE 08-04-09 AT 11:00 A.M. PROJECT NO: HWS2009DS-R. Bid documents are available at: <http://www.nyc.gov/ddc>. This bid solicitation includes M/WBE participation goals for subcontracted work. For the M/WBE goals, please visit our website at www.ddc.nyc.gov/buildnyc, see “Bid Opportunities.” For more information about M/WBE certification, please call 311 or go to www.nyc.gov/getcertified. Vendor Source ID#: 61465.

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 documents deposit - \$35.00 per set. Company check or money order. 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.*

☛ jy10

ECONOMIC DEVELOPMENT CORPORATION

CONTRACTS

SOLICITATIONS

Goods & Services

NYCEDC JUMPSTART: NEW MEDIA, CONSULTANT SERVICES RFP – Request for Proposals – PIN# 37480001 – DUE 09-15-09 AT 4:00 P.M. – Modeled on JumpStart NYC, a pilot program created by NYCEDC and SUNY’s Levin Institute, NYCEDC JumpStart: New Media is a program designed for workers laid off from the media, financial services and other sectors and looking for opportunities within New York City’s network of entrepreneurial, new media businesses.

NYCEDC seeks a consultant to develop and implement an intensive training and placement program to help transition individuals to employment opportunities within the New Media sector. This initiative is intended to help the City’s New Media organizations revitalize their current business plans; promote longevity and stability of the City’s media sector; facilitate the retention of highly skilled workers in the City; and offer New Media organizations a pre-screened pool of high quality candidates for immediate job placement.

NYCEDC plans to select a consultant on the basis of factors stated in the RFP which include, but are not limited to: the quality of the proposal, experience of key staff identified in the proposal, experience and quality of any subcontractors proposed, demonstrated successful experience in performing services similar to those encompassed in the RFP and the proposed fee.

Companies who have been certified with the New York City Department of Small Business Services as Minority and Women Owned Business Enterprises (“M/WBE”) are strongly encouraged to apply. To learn more about M/WBE certification and NYCEDC’s M/WBE program, please visit www.nycfedc.com/mwbeprogram.

Respondents may submit questions and/or request clarifications from NYCEDC no later than 4:00 P.M. on Wednesday, July 22, 2009. Questions regarding the subject matter of this RFP should be directed to JumpStartNewMediaRFP@nycfedc.com. For all questions that do not pertain to the subject matter of this RFP please contact NYCEDC’s Contracts Hotline at (212) 312-3969. Answers to all questions will be posted by Wednesday, July 29, 2009, to www.nycfedc.com/RFP.

To download a copy of the solicitation documents please visit www.nycfedc.com/RFP. Please submit two (2) copies of your proposal to NYCEDC.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
*Economic Development Corp., 110 William Street, 6th Floor New York, NY 10038. Maryann Catalano (212) 312-3969
JumpStartNewMediaRFP@nycfedc.com*

☛ jy10

MEDIA AND TECH FELLOWSHIP CONSULTANT SERVICES – Request for Proposals – PIN# 37460001 – DUE 09-15-09 AT 4:00 P.M. – NYCEDC believes that entrepreneurship is vital to sustaining economic growth in the City. Entrepreneurial organizations provide a hotbed for innovation, a magnet to skilled workers, and a means of cultivating under-represented economic sectors. While the City has a rich and vibrant history of entrepreneurship, it is beset by the growing misconception that the City is “unfriendly” to entrepreneurs. To address this challenge, NYCEDC seeks a Consultant to develop and implement the Program to support entrepreneurship in the City. The Program will assist a group of approximately 20 high-promise entrepreneurs with the training, resources, and professional network to build sustainable City-based businesses. In this way, the NYCEDC hopes to fortify ties between the City and the business leaders of tomorrow, increase collaboration between established corporations and local entrepreneurs, and improve the City’s value proposition to and brand perception among local entrepreneurs.

NYCEDC plans to select a consultant on the basis of factors stated in the RFP which include, but are not limited to: the

quality of the proposal, experience of key staff identified in the proposal, experience and quality of any subcontractors proposed, demonstrated successful experience in performing services similar to those encompassed in the RFP and the proposed fee.

Companies who have been certified with the New York City Department of Small Business Services as Minority and Women Owned Business Enterprises (“M/WBE”) are strongly encouraged to apply. To learn more about M/WBE certification and NYCEDC’s M/WBE program, please visit www.nycfedc.com/mwbeprogram.

Respondents may submit questions and/or request clarifications from NYCEDC no later than 4:00 P.M. on Wednesday, July 22, 2009. Questions regarding the subject matter of this RFP should be directed to MediaTechFellowshipRFP@nycfedc.com. For all questions that do not pertain to the subject matter of this RFP please contact NYCEDC’s Contracts Hotline at (212) 312-3969. Answers to all questions will be posted by Wednesday, July 29, 2009, to www.nycfedc.com/RFP.

To download a copy of the solicitation documents please visit www.nycfedc.com/RFP. Please submit two (2) copies of your proposal to NYCEDC.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
*Economic Development Corp., 110 William Street, 6th Floor New York, NY 10038. Maryann Catalano (212) 312-3969
MediaTechFellowshipRFP@nycfedc.com*

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EDUCATION

DIVISION OF CONTRACTS AND PURCHASING

SOLICITATIONS

Goods

HYPER STUDIO SOFTWARE – Competitive Sealed Bids – PIN# Z1149040 – DUE 07-22-09 AT 5:00 P.M. –
● **RALLY EDUCATION SOFTWARE** – Competitive Sealed Bids – PIN# Z1150040 – DUE 07-22-09 AT 5:00 P.M.

If you cannot download these OMAs, 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 krobbin@schools.nyc.gov with the OMA’s number and title in the subject line of your e-mail. Bid opening: Thursday, July 23rd, 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*

☛ jy10

CATALOG BID FOR AUGMENTATIVE COMMUNICATION DEVICES AND ADAPTIVE EQUIPMENT FOR SPECIAL EDUCATION STUDENTS – Competitive Sealed Bids – PIN# B1084040 – DUE 07-21-08 AT 5:00 P.M. – This is a requirements contract and is intended to furnish students with special needs augmentative communication devices and adaptive equipment. This bid is a catalog bid for the manufacturer Tobii ATI, Intellitools, Madentec Limited, Words plus Inc., Renaissance, Attainment, Audiosoft, and Rifton whose catalogs comprise the tools, accessories and equipment special needs students require in an educational setting in order to maximize their potential. If you cannot download this BID, please send an e-mail to VendorHotline@schools.nyc.gov with the BID number and title in the subject. For all questions related to this BID, please send an e-mail to mmccrann@schools.nyc.gov with the BID’s number and title in the subject line of your e-mail. Bid Opening: Wednesday, July 22nd, 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*

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Construction Related Services

PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES – Competitive Sealed Bids – PIN# R0771040 – DUE 08-13-09 AT 5:00 P.M. – Provide assistance in the evaluation of schools maintenance needs, analysis of types and sources of damage and design solutions. If you cannot download this RFP, please send an e-mail to VendorHotline@schools.nyc.gov with the RFP number and title in the subject. For all questions related to this RFP, please send an e-mail to sepstei@schools.nyc.gov with the RFP’s number and title in the subject line of your e-mail.

There will be a pre-proposal conference on July 15, 2009 at 1:00 P.M. at 209 Joralemon Street, Brooklyn, NY 11201, Conference Room First Floor.

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. Ida Rios (718) 935-2300
vendorhotline@schools.nyc.gov*

☛ jy10

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

PLASMA WANDS AND NASAL PACKING – Competitive Sealed Bids – PIN# 0011110003 – DUE 07-29-09 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, Purchasing, 462 First Avenue, Room# 12 East 3, New York, NY 10016.
Melissa Cordero (212) 562-2016,
melissa.cordero@bellevue.nychhc.org*

☛ jy10

SOLICITATIONS

Goods & Services

REPAIR OF TISSUE PROCESSORS – Competitive Sealed Bids – PIN# 22210003 – DUE 07-24-09 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.
Lincoln Hospital Center, 234 East 149th Street, Bronx, NY 10451. Erik Bryan (718) 579-5532.

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HOMELESS SERVICES

SOLICITATIONS

Construction / Construction Services

ROOF REPAIR AND FACADE REHABILITATION – Competitive Sealed Bids – PIN# 07109S021374A – DUE 08-21-09 AT 11:00 A.M. – Located at 215-225 East 45th Street, New York, NY 10017. Period of Performance: Two Hundred and Ten (210) days from date of notice to commence work.

Mandatory pre-bid conference and site visit Wednesday, July 29, 2009 at 10:30 A.M. to be held at 215-225 East 45th Street, New York, NY 10017. For more information on how to get there, call Dimitra Gianacopoulos at (212) 661-8934. Vendor Source ID#: 61215.

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 New York, NY 10004. Barry Gabriel (212) 361-8438
bgabriel@dhs.nyc.gov*

☛ jy10

OFFICE OF CONTRACTS AND PROCUREMENT

SOLICITATIONS

Human / Client Service

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

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

j12-24

HOUSING AUTHORITY

SOLICITATIONS

Goods & Services

MAINTENANCE PAINTING OF INTERIOR WORK – Competitive Sealed Bids – DUE 08-04-09 – PIN# 9009190 - Red Hook East and Red Hook West Due at 10:00 A.M.
PIN# 9009200 - 104-14 Tapscott, Rutland, Lenox-Rockaway, Tapscott St. Rehab., Ralph Avenue Rehab. and Sutter - Union Due at 10:05 A.M.
PIN# 9009234 - Park Rock Rehab., Ocean Hill-Brownsville, Crown Heights, Sterling-Buffalo, Saint John’s Sterling, Bedford-Stuyvesant, Howard Avenue and Florentino Plaza Due at 10:10 A.M.

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

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Housing Authority, 23-02 49th Avenue, 4th Floor Bid Room, Long Island City, NY 11101. Joseph Schmidt (718) 707-8921.

• jy10

Construction / Construction Services

REPAIRING BOILER STACK AT GRANT HOUSES – Competitive Sealed Bids – PIN# BW9010497 – DUE 07-28-09 AT 11:00 A.M.
● ELEVATOR REHABILITATION, MAINTENANCE AND SERVICE FOR SIX (6) ELEVATORS – Competitive Sealed Bids – PIN# EV9007991 – DUE 07-28-09 AT 10:30 A.M. - At Hughes apartments and six (6) elevators at Roosevelt II Houses.
● COMMUNITY CENTER ALTERATION – Competitive Sealed Bids – PIN# GR9008285 – DUE 07-28-09 AT 10:00 A.M. - At Stapleton Houses (Gerard Carter Community Center).

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

jy8-14

REPLACEMENT OF BOILERS AT 45 ALLEN STREET – Competitive Sealed Bids – PIN# HE9003865 – DUE 07-27-09 AT 11:00 A.M.
● REPLACEMENT OF RADIATOR VALVES AND TRAPS AT SHEEPSHEAD BAY/NOSTRAND HOUSES – Competitive Sealed Bids – PIN# HE9004000 – DUE 07-20-09 AT 10:00 A.M.
● REPLACEMENT OF ROOF WATER TANKS AT VARIOUS DEVELOPMENTS – Competitive Sealed Bids – PIN# PL9006744 – DUE 07-20-09 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

jy6-10

REPLACEMENT OF RADIATOR VALVES AND TRAPS AT VARIOUS DEVELOPMENTS, BRONX – Competitive Sealed Bids – PIN# HE9008784 – DUE 07-22-09 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

jy9-15

REPLACEMENT OF UNDERGROUND STEAM DISTRIBUTION SYSTEM – Competitive Sealed Bids – PIN# HE9009853 – DUE 07-27-09 AT 10:00 A.M. – At various developments, Brooklyn and Staten Island.

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

jy6-10

HOUSING PRESERVATION & DEVELOPMENT

DIVISION OF MAINTENANCE

■ VENDOR LISTS

Construction / Construction Services

PREQUALIFICATION – Pre-Qualification Application and Information for inclusion on a Pre-Qualified Bidders List may be obtained: in person, Monday through Friday between the hours of 10:00 A.M. - 12:00 noon and 2:00 P.M. - 4:00 P.M.; by writing to HPD, Division of Maintenance, Contractor Compliance Unit, 100 Gold Street, Room 6J, New York, NY 10038; or by visiting HPD's Website at www.nyc.gov/hpd

Pre-Qualified Bidders List: The Contractor Compliance Unit in the Division of Maintenance requests applications from contractors who are qualified to perform Emergency and Non-Emergency repairs, maintenance and construction related work in residential and commercial buildings in all Boroughs of New York City.

The Pre-Qualified Bidders List will be used to solicit invitations to bid on a high volume of maintenance, repair and construction related Open Market Orders (OMOs) and Purchase Orders (POs) valued up to \$100,000, except for Demolition Work. As part of the approval process, vendors will be provided with the opportunity to participate in a 24-hour panel, which is a sub-set of the Pre-Qualified Bidders List. Contractors with: positive integrity; financial

capabilities; knowledge and experience; record of compliance with all Federal, State, and Local laws, rules, licensing requirements, where applicable, and executive orders, including but not limited to compliance with existing labor standards; a commitment to working with Minority and Women business enterprises, are encouraged to apply for inclusion on lists for the following trades:

ASBESTOS ANALYSIS AND ABATEMENT - Analysis - Third Party Monitoring - Abatement

BOILER REPAIRS

- Boiler Rental - Boiler Installation - HVAC, including Duct Work - Emergency Gas Restoration - Emergency Gas and Oil Heat/Hot Water Restoration

DEMOLITION

- Demolition of entire buildings and/or land clearing of development sites - Bracing and Shoring

ELECTRICAL REPAIRS

- Repairs/Removal of Electrical Violations - Fire Alarm Systems

ELEVATOR REPAIR AND MAINTENANCE GENERAL CONSTRUCTION

- Concrete - Masonry - Carpentry - Roofs Sidewalk Bridges (Steel Pole, Permanent and Rental) - Windows and Window Guards - Fencing - Scrape, Plaster and Paint

INTERCOM SYSTEMS

IRON WORK

- Fire Escape Repair/Replacement - Stairwell Repair/Replacement

LEAD BASED PAINT ANALYSIS AND ABATEMENT

- Abatement - Analysis (Dust Wipe/Paint Chip/Soil)- XRF Testing

MOLD AND MILDEW ABATEMENT

MOVING, RELOCATION AND FURNITURE STORAGE SERVICES

OIL SPILL REMOVAL AND CLEAN UP - Testing - Remediation and Clean Up

PEST CONTROL SERVICES

PLUMBING REPAIRS

- Plumbing Repairs - Water Mains - Sewer Mains - Water Towers - Sprinkler Systems - Septic Systems - Sewer Stoppage

RUBBISH AND TRADE WASTE

- Clean Outs - Roll-Off Containers

SOIL AND WATER QUALITY TESTING

- Industrial Hygienist Services - Chemical Analysis for Organics and Heavy Metals

All Contractors performing Lead Abatement and XRF Testing, must be EPA Certified. Contractors involved in all other trades must take EPA Approved, One-day 'Lead Safe Practices' and 'Train the Trainer' Courses.

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 Preservation and Development, 100 Gold Street, Room 6J, New York, NY 10038. Rick Brown (212) 863-7815 brownr@hpd.nyc.gov

jy8-14

HUMAN RESOURCES ADMINISTRATION

BUREAU OF CONTRACTS AND SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

1-4 CARGO VAN DAILY SERVICE – Competitive Sealed Bids – PIN# 069-10-310-0038 – DUE 08-06-09 AT 3:00 P.M. – Human Resource Administration is seeking qualified vendors with 1-4 Cargo vans daily with driver for transport of items to and from various HRA locations within the five (5) boroughs for a period of thirty-six (36) months. The contractor must have been in the business of providing the services for a minimum of three (3) years. The contractor's personnel operating vehicles must have valid New York State driver's license for the class of vehicle involved. A mandatory pre-bid conference will be held on Wednesday, July 22, 2009 at 10:00 A.M. at 180 Water Street, New York, NY 10038, in the Conference Room on the 7th Floor. Vendor Source ID#: 97586.

● 1-2 TRUCKS DAILY AS NEEDED WITH TAILGATE – Competitive Sealed Bids – PIN# 069-10-310-0039 – DUE 08-07-09 AT 3:00 P.M. - Human Resource Administration is seeking qualified vendors with 1-2 trucks daily as needed with tailgate, driver and laborer services at various HRA locations within the five (5) boroughs for a period of thirty-six (36) months. The contractor must have been in the business of providing the services for a minimum of three (3) years. The contractor's personnel operating vehicles must have valid New York State driver's license for the class of vehicle involved.

A mandatory pre-bid conference will be held on Thursday, July 23, 2009 at 10:00 A.M. at 180 Water Street, New York, NY 10038, in the Conference Room on the 7th Floor. Vendor Source ID#: 96256.

Companies who have been certified with the New York City Small Business Services as Minority and Women Owned Business Enterprise (M/WBE) are strongly encourage to apply. To find out more about M/WBE 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.
Human Resource Administration, 180 Water Street, 7th Floor New York, NY 10038. Geraldine King (212) 331-4664 kingg@hra.nyc.gov

• jy10

JUVENILE JUSTICE

■ SOLICITATIONS

Human / Client Service

PROVISION OF NON-SECURE DETENTION GROUP HOMES – Negotiated Acquisition – Judgment required in evaluating proposals - PIN# 13010DJJ000 – DUE 06-30-11 AT 2:00 P.M. – The Department of Juvenile Justice is soliciting applications from organizations interested in operating non-secure detention group homes in New York City. This is an open-ended solicitation; applications will be accepted on a rolling basis until 2:00 P.M. on 6/30/11.

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

Department of Juvenile Justice, 110 William Street 14th Floor, New York, NY 10038. Chuma Uwechia (212) 442-7716, cuwechia@djj.nyc.gov

jy1-d16

PARKS AND RECREATION

CONTRACT ADMINISTRATION

■ SOLICITATIONS

Construction / Construction Services

BLOCK PLANTING OF NEW AND REPLACEMENT STREET TREES – Competitive Sealed Bids – DUE 08-05-09 AT 10:30 A.M. – PIN# 8462009B000C27 - CB 1-9 in Brooklyn PIN# 8462009M000C12 - CB 1-12 in Manhattan PIN# 8462009R000C11 - CB 1-3 in Staten Island PIN# 8462009Q000C25 - CB 9-14 in Queens Brooklyn, Manhattan, Staten Island, and Queens, known as Contract #BG-1909M, MG-1209M, RG-1009M, and QG-2509M. Vendor Source ID#: 61343, 61340, 61342, 61344.

Bid documents are available for a fee of \$25.00 in the Blueprint Room, Room #64, Olmsted Center, from 8:00 A.M. to 3:00 P.M. The fee is payable by company check or money order to the City of NY, Parks and Recreation. A separate check/money order is required for each project. The Company name, address and telephone number as well as the project contract number must appear on the check/money order. Bidders should ensure that the correct company name, address, telephone and fax numbers are submitted by your company/messenger service when picking up bid documents.

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

Parks and Recreation, Olmsted Center, Room 64 Flushing Meadows Corona Park, Flushing, NY 11368. Juan Alban (718) 760-6771, Juan.Alban@parks.nyc.gov

• jy10

REVENUE AND CONCESSIONS

■ SOLICITATIONS

Services (Other Than Human Services)

RENOVATION, OPERATION AND MAINTENANCE OF THE PITCH AND PUTT GOLF FACILITY – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# Q99-J-GC – DUE 08-21-09 AT 3:00 P.M. – At Flushing Meadows Corona Park, Queens. Parks will hold an on-site proposer meeting and site tour on Monday, July 20, 2009 at 11:00 A.M. in front of the clubhouse at the Pitch and Putt Golf Facility, Flushing Meadows Corona Park, Queens. 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

jy8-21

POLICE

CONTRACT ADMINISTRATION UNIT

■ SOLICITATIONS

Goods & Services

PERSONAL BODY ARMOR/BULLET RESISTANT VESTS – Request for Proposals – PIN# 056090000623 – DUE 08-06-09 AT 2:00 P.M. – The NYPD is seeking a requirement contract(s) with one or two qualified vendors to provide comprehensive supply and service of one or more models of Personal Body Armor/Bullet Resistant Vests and Detective Vests Carriers. Only Personal Body Armor (vests) that are certified in accordance with the National Institute of Justice (NIJ) standard 0101.6, Threat Level IIIA, will be considered for award. Vests must have such certification at the time of the proposal submission. No minimum or maximum number of vests purchases is guaranteed; however, the NYPD anticipates requiring approximately 10,710 vests and 1,350 detective vests over the three-year contract period. More than one vendor (up to two) may be needed if necessary in order to obtain the best vest for both male and female officers. VSID#: 61272.

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, 3rd Floor, Room 310 New York, NY 10007. Mary Keating (646) 610-5221 mary.keating@nypd.org

jy6-10

TRANSPORTATION**ADMINISTRATION**

■ AWARDS

EVENT PLANNING, MANAGEMENT AND MARKETING SERVICES FOR SUMMER STREETS PROGRAM – Request for Proposals – PIN# 84109MBAD374 – AMT: \$299,779.00 – TO: Leaddog Marketing Group, Inc., 159 West 25th Street, 2nd Fl., New York, NY 10001.

● **RELOCATE ELECTRIC EQUIPMENT FOR DECORATIVE LIGHTING, CITYWIDE** – Competitive Sealed Bids – PIN# 84108MBTR328 – AMT: \$2,160,000.00 – TO: Power Optech, LLC, 2500 Plaza Five, Jersey City, NJ 07311.

☛ jy10

BRIDGES

■ VENDOR LISTS

Services (Other Than Human Services)

PRE-QUALIFIED LIST FOR BRIDGE DESIGN AND CONSTRUCTION SUPPORT SERVICES AND RESIDENT ENGINEERING INSPECTION SERVICES – The Department of Transportation invites engineering firms to be considered for inclusion on the agency's Pre-Qualified Lists for the following categories of service: (1) Bridge Design and Construction Support Services and/or (2) Bridge Resident Engineering Inspection (REI) Services. In order for a firm to be Pre-Qualified the firm must meet specific criteria requirements as stated on the Pre-Qualification Forms and SF330 Forms which can be obtained from the New York City Department of Transportation (NYCDOT). Information and applications to be included on such lists may be obtained from the NYCDOT Office of the Agency Chief Contracting Officer, and may be submitted at any time. Firms already on the Pre-Qualified Lists do not need to be re-certified for inclusion on the list(s) at this time.

For the two categories described above, three (3) lists (Large, Medium and Small) are established according to project size. No firm may be placed on more than two of the three lists for the Bridge Design and Construction Support Services or the Bridge Resident Engineering Inspection Services category. Firms that are placed on these Pre-Qualified lists may be invited to receive RFPs (Request for Proposals) on selected Capital Bridge Projects without additional public notification. The Pre-qualification Lists are as follows:

SMALL BRIDGE DESIGN/REI: (for projects of less than \$3 million construction cost)

MEDIUM BRIDGE DESIGN/REI: (for projects of \$3 to \$10 million construction cost)

LARGE BRIDGE DESIGN/REI: (for projects in excess of \$10 million construction cost)

For additional information, please contact Gail Hatchett at (212) 839-9308 or (212) 839-9402.

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

Department of Transportation, Office of the Agency Chief Contracting Officer, 55 Water Street, 8th Fl., Room 825 New York, NY 10041. Hours 9:00 A.M. to 3:00 P.M., Monday thru Friday (excluding holidays observed by the Agency). Gail Hatchett (212) 839-9308

☛ jy10-16

AGENCY RULES**CITY PLANNING**

■ NOTICE

NOTICE OF ADOPTION OF RULE

NOTICE IS HEREBY GIVEN, pursuant to the authority vested in the City Planning Commission by Sections 192 and 1043 of the New York City Charter, that the City Planning Commission hereby adopts the amendment to Title 62 of the Official Compilation of the Rules of the City of New York, regarding fees. This rule was first published for comment in the City Record on May 12, 2009 and a public hearing thereon was held on June 17, 2009. This rule shall take effect 30 days from the date hereof.

Underlining indicates new material. Material to be deleted is in brackets.

Section 1. Section 3-01 of Subchapter A of Chapter 3 of Title 62 of the Rules of the City of New York is amended to read as follows:

§ 3-01 Fee for CEQR Applications.

Except as specifically provided in this section, every application made pursuant to Executive Order 91 and Chapter 5 of these rules [on or after June 29, 2007] shall include a non-refundable fee which shall be submitted to the lead agency for the action or to an agency that could be the lead agency pursuant to § 5-03 of the rules of the Commission, and shall be in the form of a check or money order made out to the "City of New York". The fee for an application shall be as prescribed in the following Schedule of Charges, § 3-02 of these rules. The fee for modification for an action, which modification is not subject to § 197-c of the New York City Charter shall be twenty percent of the amount prescribed in the Schedule of Charges for an initial application. The fee for any modification for an action, which is subject to § 197-c of the New York City Charter shall be the amount set forth in the Schedule of Charges (§3-02) as if the modification were an initial application for the action. Where the fee for an application is set pursuant to § 3-02(a), and the square footage of the proposed modification is different from the square footage of the original action, the fee for an application for the modification shall be based upon the square footage of the modified action or as set forth in § 3-02(b), as determined by the lead agency.

Agencies of the federal, state or city governments shall not be required to pay fees, nor shall a neighborhood, community or similar association consisting of local residents or homeowners organized on a non-profit basis be required to pay fees, if the proposed action for purposes of CEQR review consists of a zoning map amendment for an area of at least two blocks in size, in which one or more of its members or constituents reside. Fees shall be paid when the application is filed, and these fees may not be combined in one check or money order with fees required pursuant to other land use applications submitted to the Department of City Planning or the City Planning Commission. No application shall be processed by the lead agency until the fee has been paid and twenty-five copies of the application have been filed with the lead agency.

Section 2. Section 3-02 of Subchapter A of Chapter 3 of Title 62 of the Rules of the City of New York is amended to read as follows:

§ 3-02 Schedule of Charges

(a) Projects measurable in square feet

(Square Footage of Total Project).

Less than 10,000 sq. ft.	[\$425]	\$460
10,000 to 19,999 sq. ft.	[\$1,250]	\$1,350
20,000 to 39,999 sq. ft.	[\$2,720]	\$2,940
40,000 to 59,999 sq. ft.	[\$5,060]	\$5,465
60,000 to 79,999 sq. ft.	[\$7,590]	\$8,195
80,000 to 99,999 sq. ft.	[\$12,650]	\$13,660
100,000 to 149,999 sq. ft.	[\$25,300]	\$27,325
150,000 to 199,999 sq. ft.	[\$44,275]	\$47,815
200,000 to 299,999 sq. ft.	[\$66,125]	\$71,415
300,000 to 499,999 sq. ft.	[\$119,025]	\$128,545
500,000 to 1,000,000 sq. ft.	[\$178,535]	\$192,820
Over 1,000,000 sq. ft.	[\$290,950]	\$314,225

(b) Projects not measurable in square feet.

(Ex: bus franchises)	[\$1,740]	\$1880
Type II Actions	[\$100]	\$110

(c) Supplemental Fee for Environmental Mitigation

In addition to all other applicable fees as set forth above, a supplemental fee of \$8,000 shall be required for CEQR applications filed on or after July 1, 2009, for which a restrictive declaration to ensure compliance with project components related to the environment and/or mitigation of significant adverse impacts will be executed.

Section 3. Section 3-06 of Subchapter B of Chapter 3 of Title 62 of the Rules of the City of New York is amended to read as follows:

§ 3-06 Fee for Applications Pursuant to City Charter § 197-c and Other Applications.

Except as specifically provided in this section, every type of application listed in Section 3.07, Schedule of Charges, [made on or after June 29, 2007,] shall include a non-returnable fee which shall be paid by check or money order made out to the City of New York.

The fee for an initial application, or for a modification, renewal or follow-up action, shall be as prescribed in the following Schedule of Charges, provided that if an applicant simultaneously submits applications for several actions relating to the same project, the maximum fee imposed shall be two hundred percent of the single highest fee. [However], provided that such maximum fee limitation shall not apply to supplemental fees. [a]An additional fee shall be charged for any applications later filed in relation to the same project, while such project is pending review and determination.

Agencies of the federal, state or city governments shall not be required to pay fees nor shall any fees be charged if a neighborhood, community or similar association consisting of local residents or homeowners organized on a non-profit basis applies for a zoning map amendment for an area of at least two blocks in size, in which one or more of its members or constituents reside.

Section 4. Section 3-07 of Subchapter B of Chapter 3 of Title 62 of the Rules of the City of New York is amended to read as follows:

§ 3-07 Schedule of Charges

(a) Applications for Special Permits and Zoning Map amendments pursuant to Section 197-c of the City Charter:

(1) Applications for special permits:

For special permits, the total amount of floor area, or in the case of open uses, area of the zoning lot:

Less than 10,000 square feet	[\$1,890]	\$2040
10,000 to 19,999 square feet	[\$2,870]	\$3,100
20,000 to 39,999 square feet	[\$3,780]	\$4,080
40,000 to 69,999 square feet	[\$4,830]	\$5,215
70,000 to 99,999 square feet	[\$5,670]	\$6,125
100,000 to 239,999 square feet	[\$6,300]	\$6,805
240,000 to 500,000 square feet	[\$16,450]	\$17,765
over 500,000 square feet	[\$27,300]	\$29,485

For this purpose, the amount of floor area shall be calculated based upon the floor area for the entire development or enlargement.

(2) Applications for zoning map amendments, the area of all zoning lots in the area to be rezoned:

Less than 10,000 square feet	[\$2,030]	\$2,190
10,000 to 19,999 square feet	[\$3,010]	\$3,250
20,000 to 39,999 square feet	[\$3,990]	\$4,310
40,000 to 69,999 square feet	[\$5,040]	\$5,445
70,000 to 99,999 square feet	[\$5,950]	\$6,425
100,000 to 239,999 square feet	[\$6,580]	\$7,105
240,000 to 500,000 square feet	[\$17,080]	\$18,445
over 500,000 square feet	[\$28,350]	\$30,620

(b) Applications for changes to the City Map, Landfills:

Except for applications to eliminate a mapped but unimproved street from the property of an owner-occupied, one- or two-family residence, for which no fee shall be charged, fees are as follows:

Elimination of a mapped but unimproved street	[\$1,610]	\$1,740
Establishment of a Landfill	[\$3,150]	\$3,400
Any other change in The City Map	[\$5,040]	\$5,445

(c) Applications for franchises and revocable consents:

(1) Applications pursuant to §197-c of the City Charter – [\$3,150] \$3,400(2) Enclosed sidewalk cafes pursuant to New York City Administrative Code section 20-225: [\$50] \$55 per seat/ minimum of [\$1,260] \$1360(d) Applications for amendments to the text of the Zoning Resolution pursuant to Section 201 of the City Charter –[\$5,040] \$5,445

(e) Applications for zoning certifications and zoning authorizations:

(1) For certification for public school space pursuant to Section 107-123 of Article X, Chapter 7 (Special South Richmond Development District) of the Zoning Resolution, the fee shall be [\$150] \$160.

(2) Pursuant to Article VI, Chapter 2 (Special Regulations Applying in The Waterfront Area), Article X, Chapter 5 (Natural Area District), Article X, Chapter 7 (Special South Richmond Development District) and Article XI, Chapter 9 (Special Hillside Preservation District) of the Zoning Resolution.

Certifications - For an application for one zoning lot with no more than two existing or proposed dwelling units and no commercial or community facility use.... [\$350] \$380

For all other applications the fee for each zoning lot shall be [\$400] \$430.

Authorizations - For an application for one zoning lot with no more than two existing or proposed dwelling units and no commercial or community facility use.... [\$700] \$755

For all other applications with no commercial or community facility use, the fee shall be based upon the number of dwelling units being proposed, in the amount of [\$770] \$830 per dwelling unit, however, in cases of open uses, the fee shall be based upon the area of the zoning lot, and in cases of community facility or commercial uses, the fee shall be based upon the total amount of floor area, as follows:

Less than 10,000 square feet	[\$980]	\$1,060
10,000 to 19,999 square feet	[\$1,470]	\$1,590
20,000 to 39,999 square feet	[\$1,890]	\$2,040
40,000 to 69,999 square feet	[\$2,450]	\$2,645
70,000 to 99,999 square feet	[\$2,870]	\$3,100
100,000 square feet and over	[\$3,150]	\$3,400

(3) Pursuant to §95-04 (Transit Easements) of the Zoning Resolution - [\$250] \$270

(4) Pursuant to all other sections of the Zoning Resolution:

Total amount of floor area, or in the case of open uses, area of the zoning lot as follows:

Less than 10,000 square feet	[\$980]	\$1060
10,000 to 19,999 square feet	[\$1,470]	\$1,590
20,000 to 39,999 square feet	[\$1,890]	\$2,040
40,000 to 69,999 square feet	[\$2,450]	\$2,645
70,000 to 99,999 square feet	[\$2,870]	\$3,100
100,000 square feet and over	[\$3,150]	\$3,400

In the case of [area] a transfer of development rights or floor area bonus, the fee shall be based upon the amount of floor area associated with such transfer or bonus.

(f) Modifications, follow-up actions and renewals

(1) The fee for an application which requests a modification of a previously approved application, where the new application is subject to § 197-c of the New York City Charter, shall be the same as the current fee for an initial application, as set forth in this Schedule of Charges.

(2) The fee for an application which requests a modification of a previously approved application, where the new application is not subject to § 197-c of the New York City Charter, shall be one-half of the current fee for an initial application, as set forth in this Schedule of Charges.

(3) The fee for a follow up action under the Zoning Resolution, or a restrictive declaration or other legal instrument shall be one-quarter of the amount prescribed in this Schedule of Charges for an initial application.

(4) The fee for the renewal of a previously approved enclosed sidewalk cafe shall be one-half of the amount prescribed in this Schedule of Charges for an initial application.

(5) The fee for the renewal pursuant to Section 11-43 of the Zoning Resolution of a previously approved special permit or authorization which has not lapsed shall be one-half of the amount prescribed in this Schedule of Charges for an initial application.

(g) Supplemental Fee for Large Projects

In addition to all applicable fees as set forth above, a supplemental fee shall be required for the following applications:

Applications that may result in the development of 500,000 to 999,999 square feet of floor area \$80,000

Applications that may result in the development of 1,000,000 to 2,499,000 square feet of floor area \$120,000

Applications that may result in the development of at least 2,500,000 square feet of floor area \$160,000

Section 5. Sections 3-08 and 3-09 subchapter C of chapter 3 of Title 62 of the Rules of the City of New York are amended to read as follows:

§ 3-08 Natural Feature Restoration Fee.

In the event that an application, pursuant to §§105-45, 107-321, 107-65, and 119-40 of the Zoning Resolution, for the restoration of trees that have been removed or topography that has been altered without the prior approval of the City Planning Commission pursuant to §§105-40, 107-60, 119-10,

119-20, or 119-30 of the Zoning Resolution is filed, the fee for such application shall be \$.10 per square foot, based upon the total area of the zoning lot, but in no case to exceed [\$17,500] \$18,900.00.

This section shall not apply to developments for which zoning applications have been approved by the City Planning Commission prior to January 6, 1983 and for which an application for a building permit has been filed prior to January 6, 1983.

§ 3-09 Fee for Zoning Verification

The fee for a request that the Department of City Planning verify in writing the zoning district(s) in which a property is located shall be [\$100] \$110 per request. Each zoning verification request shall be made in writing, and shall include the address, borough, tax block and lot(s) of the property. Each separate property shall be a separate request; however, a property comprised of multiple contiguous tax lots shall be treated as a single request.

STATEMENT OF BASIS AND PURPOSE

The City Planning Commission is amending its rules pursuant to its authority under Sections 192 and 1043 of the New York City Charter.

Amendments to Chapter 3 of Title 62 of the Rules of the City of New York would increase fees for the processing and review of City Environmental Quality Review (CEQR) applications and of land use applications by 8% to reflect increased labor costs. Supplemental land use application fees would be established for large projects of over of 500,000 square feet of floor area. A supplemental CEQR fee would also be required for projects for which a restrictive declaration to ensure compliance with project components related to the environment and/or mitigation of significant adverse impacts will be executed. The supplemental fees would capture the costs of the additional work that is required of Department staff in connection with large projects, and projects for which a restrictive declaration to ensure compliance with project components related to the environment and mitigation measures will be executed.

In addition to the changes described above, Section 3-07 of the land use fee rule has been clarified to establish that for certain authorizations, the fee for a project with non-residential uses is the same as the fee for a project with open uses. The lower fee for certain residential uses is not applicable if the project also contains a commercial or community facility use.

HOUSING PRESERVATION & DEVELOPMENT

NOTICE

OFFICE OF PRESERVATION SERVICES CERTIFICATION OF NO HARASSMENT UNIT

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

DATE OF NOTICE: July 9, 2009

TO: OCCUPANTS, FORMER OCCUPANTS AND OTHER INTERESTED PARTIES OF

Table with 3 columns: Address, Application #, Inquiry Period. Lists addresses in Queens, Manhattan, and Brooklyn with application numbers and dates.

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.

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.

jy9-16

SPECIAL MATERIALS

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

NOTICE

OFFICIAL FUEL PRICE SCHEDULE NO. 6289 FUEL OIL AND KEROSENE

Table with 6 columns: CONTRACT NO., ITEM NO., FUEL/OIL TYPE, VENDOR, CHANGE, PRICE. Lists fuel prices for various items and vendors.

OFFICIAL FUEL PRICE SCHEDULE NO. 6290 FUEL OIL, PRIME AND START

Table with 6 columns: CONTRACT NO., ITEM NO., FUEL/OIL TYPE, VENDOR, CHANGE, PRICE. Lists fuel prices for various items and vendors.

OFFICIAL FUEL PRICE SCHEDULE NO. 6291 FUEL OIL AND REPAIRS

Table with 6 columns: CONTRACT NO., ITEM NO., FUEL/OIL TYPE, VENDOR, CHANGE, PRICE. Lists fuel prices for various items and vendors.

OFFICIAL FUEL PRICE SCHEDULE NO. 6292 GASOLINE

Table with 6 columns: CONTRACT NO., ITEM NO., FUEL/OIL TYPE, VENDOR, CHANGE, PRICE. Lists fuel prices for various items and vendors.

LABOR RELATIONS

NOTICE

SANITATION WORKERS 2007 - 2011

AGREEMENT entered into this 20th day of May 2009, by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Sanitationmen's Association, Local 831, International Brotherhood of Teamsters (hereinafter referred to as the "Union"), for the period from March 2, 2007 to September 20, 2011.

WITNESSETH:

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

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of Employees of the Employer, wherever employed in the below listed title, and in any successor title(s) that may be certified by the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive bargaining representative.

SANITATION WORKER

Section 2.

(a) The terms "Employee" and "Employees" as used in this Agreement shall mean, except as otherwise used in Article IV, Sections 1 and 3, only those persons in the unit described in Section 1 of this Article who were and still are employed by the Employer under the title of Sanitation Worker on the date of the signing of the Waiver and Release required by Article XII of this Agreement.

ARTICLE II - DUES CHECKOFF

Section 1.

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

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

Section 2.

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

ARTICLE III - SALARIES

Section 1.

The Employer agrees to employ each of the Employees for the

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period of this Agreement for 261 (8 hour) working days per annum at the respective annual compensations set forth as follows:

(a) Sanitation Workers

Hired before January 1, 2006 shall be subject to the following six-step salary schedule:

Step	3/2/07	3/2/08	8/21/09	8/21/10
6th	\$61,642	\$64,108	\$66,672	\$69,339
5th	\$49,202	\$51,170	\$53,217	\$55,346
4th	\$44,219	\$45,988	\$47,828	\$49,741
3rd	\$42,111	\$43,795	\$45,547	\$47,369
2nd	\$40,107	\$41,711	\$43,379	\$45,114
1st	\$38,197	\$39,725	\$41,314	\$42,967

(b) Annual salary adjustments as enumerated above shall accrue from the date of appointment of each of the Employees and shall be payable on the regular first pay period following annual anniversary date of such appointment.

(c) Sanitation Workers

Hired On or After March 2, 2007 (including, effective March 2, 2007, Employees hired on or after January 1, 2006) shall be subject to the following six-step salary schedule: (See: Note)

Step	3/2/07	3/2/08	8/21/09	8/21/10
Upon completion of 5-1/2 years of employment (Basic)	\$61,642	\$64,108	\$66,672	\$69,339
Upon completion of 4-1/2 years of employment	\$51,000	\$53,040	\$55,162	\$57,368
Upon completion of 3-1/2 years of employment	\$40,000	\$41,600	\$43,264	\$44,995
Upon completion of 2-1/2 years of employment	\$35,600	\$37,024	\$38,505	\$40,045
Upon completion of 1-1/2 years of employment	\$33,300	\$34,632	\$36,017	\$37,458
Upon completion of six months of employment	\$32,543	\$33,845	\$35,199	\$36,607
First six months of employment (Annualized)	\$30,000	\$31,200	\$32,448	\$33,746

Note: The salary schedule effective 8/21/10 is subject to increase through the allocation of funds referenced in the attached side letter ("Additional Compensation Fund.")

Section 2. Longevity

(a) Sanitation Workers who have completed 5, 10, 15, or 20 years of service shall receive an annual longevity differential payment according to the following schedule:

Longevity Differential Payment

Years of Service	Effective 3/2/07
Five	\$1,495
Ten	\$2,395
Fifteen	\$3,295
Twenty	\$4,195

(b) These salary adjustments shall be computed as salary for pension purposes under the following conditions. The five and ten year steps are pensionable after 20 years of service and the 15 and 20 years steps are pensionable after 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, pursuant to the New York City Collective Bargaining Law, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

(c) Calculation of night shift differential payments shall be based upon the old longevity amount of \$200 after five years of service.

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

Section 3. Uniform Allowance

Effective March 2, 2007, a per annum Uniform Allowance of \$900 shall continue to be provided pursuant to provisions of the appropriate certificate of the Director of Management and Budget.

Section 4.

The Employer also agrees to compensate any of the Employees for the period of this Agreement, for services rendered and to be rendered, as follows:

(a) Sunday Work to be paid for at double time (2x) the respective pro-rated daily rate. This provision shall be likewise applicable to snow removal activities performed on Sundays.

Saturday Work to be paid for at straight time (1x) for the first six (6) hours and thereafter at time and one-half (1-1/2x) for the next two (2) hours at the respective pro-rated daily rate.

Chart Day work performed on chart days to be paid for at double time (2x) the respective pro-rated daily rate. This provision shall not be applicable to snow removal activities performed on Chart Days.

(b) Snow Removal Activities in accordance with the respective budget certificates relating thereto; it being understood that, should any of the Employees be required to report for legal emergencies and/or snow work, on other than the Employee's regularly scheduled tours, the Employee shall be guaranteed and paid a minimum of eight (8) hours pay at time and onehalf (1/2x) the pro-rated daily rate if the Employee reports for such work.

(c) Holiday Work in addition to the compensations referred to herein, the Employer hereby also agrees to provide

additional payment to each Employee of one and one-half (1-1/2) day's pay for each eight (8) hour day actually worked by the Employee on the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

(d) Night Differential in addition to all other compensations referred to herein, the Employer agrees to pay each affected Employee who is required actually to work a night shift, the sum not to exceed ten percent (10%) of the Employee's daily rate computed on the basis of the respective annual compensation set forth in Section 1 hereof. For these purposes a night shift shall be any shift in which four (4) or more hours of the shift fall after 3:00 p.m., except, that work performed on snow removal for which additional compensation is provided in accordance with Section 4(b) above and for which additional compensation is also provided in accordance with Sections 4(a) and 4(c) above, and all other excused or unexcused absences with or without pay shall be excluded from this provision.

Section 5. General Wage Increase

(a) (i) Effective March 2, 2007, Employees shall receive a rate increase of 4%.
 (ii) Effective March 2, 2008, Employees shall receive an additional rate increase of 4%.
 (iii) Effective August 21, 2009, Employees shall receive an additional rate increase of 4%.
 (iv) Effective August 21, 2010, Employees shall receive an additional rate increase of 4%.

(b) The increases provided for in Section 5(a) above shall be calculated as follows:
 (i) The increase in Section 5(a)(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable title in effect on March 1, 2007;
 (ii) The rate increase in Section 5(a)(ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable title in effect on March 1, 2008;
 (iii) The rate increase in Section 5(a)(iii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable title in effect on August 20, 2009; and
 (iv) The rate increase in Section 5(a)(iv) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable title in effect on August 20, 2010.

(c) The general increase provided in Section 5(a) shall be applied to the base rates and salary grades herein fixed for the applicable titles.
 (d) Employees newly hired on or after March 2, 2007 (including, effective March 2, 2007, Employees newly hired on or after January 1, 2006) shall receive the salaries set forth in Article III, Section 1.(c).

ARTICLE IV - HEALTH AND WELFARE BENEFITS
Section 1.

(a) Security Benefits Fund Effective March 2, 2007, the Employer agrees to provide the annual amount of \$1,508 for each incumbent Employee, or the pro-rata share thereof for each Employee employed during the term of this Agreement for a period less than the full term of this Agreement, for the purpose of furnishing certain supplementary benefits for the period of employment of such Employee by the Employer during the term of this Agreement, all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel. Effective March 2, 2007, the Employer agrees to provide the annual amount of \$1,708 for each retiree, or the pro-rata share thereof all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel.

The payments as above indicated shall be remitted by the Employer to the Uniformed Sanitationmen's Association Security Benefits Fund subject to the said supplemental Agreement to be entered into between the Employer and the Union for the benefit of each Employee and further subject to periodic audit by the Comptroller of the City of New York.

(b) Effective March 2, 2007, Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Uniformed Sanitationmen's Association Security Benefits Fund at the time of such separation pursuant to a separate agreement between the Employer and the Union shall continue to be so covered, subject to the provisions of Section 1(a) hereof, on the same contributory basis as incumbent Employees. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such Program.

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

(d) i. Effective August 20, 2009, the bargaining unit shall have available funds of **0.07%**

in rate to purchase welfare fund benefits, as may be mutually agreed to by the parties.
 ii. Effective August 21, 2009, the bargaining unit shall have available funds of **0.34%** in rate to purchase welfare fund benefits, as may be mutually agreed to by the parties.

Section 2.

As additional compensation to each Employee, the City shall, during the term of this Agreement, pay into the Uniformed Sanitationmen's Association Compensation Accrual Fund (formerly or currently known as the Uniformed Sanitationmen's Association Annuity Fund) the following amounts per Employee for each working day for which such Employee is paid by the City, but not to exceed an aggregate of the per annum amount shown below per Employee, for the purpose of furnishing certain additional benefits to each Employee. The Compensation Accrual Fund shall be maintained in accordance with the provisions of a supplemental Agreement to be entered into between the City and the Union approved as to form by the Corporation Counsel and shall be subject to periodic audit by the Comptroller of the City of New York.

Effective Date	Daily Amount	New Portion Adjusted by GWI	Total	Per Annum Amount
March 2, 2007	\$5.25	-	\$5.25	\$1,370.25
July 1, 2007	\$5.25	\$3.00	\$8.25	\$2,153.25
March 2, 2008	\$5.25	\$3.12	\$8.37	\$2,184.57
December 2, 2008	\$1.88	\$3.12	\$5.00	\$1,305.00
August 21, 2009	\$5.75	\$3.24	\$8.99	\$2,346.39
August 21, 2010	\$5.75	\$3.37	\$9.12	\$2,380.32
August 21, 2011	\$5.75	\$3.37	\$9.12	\$2,380.32
August 21, 2012	\$5.25	\$3.37	\$8.62	\$2,249.82

For employees with fifteen (15) or more years of service, only, in lieu of the above rates:

Effective Date	Daily Amount	New Portion Adjusted by GWI	Total	Per Annum Amount
April 2, 2008	\$8.37	\$2.00	\$10.37	\$2,706.57
December 2, 2008	\$5.00	\$2.00	\$7.00	\$1,827.00
August 21, 2009	\$8.99	\$2.08	\$11.07	\$2,889.27
August 21, 2010	\$9.12	\$2.16	\$11.28	\$2,944.08
August 21, 2011	\$9.12	\$2.16	\$11.28	\$2,944.08
August 21, 2012	\$8.62	\$2.16	\$10.78	\$2,813.58

Section 3.

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

Section 4.

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 (3) months after the month in which the application has been received by the New York City Health Insurance Program.

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

Section 5.

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

(b) If a replacement plan is offered to Employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 6(a) hereof, the City shall not bear the additional costs.

(c) The City shall continue to contribute on a City Employee benefits program-wide basis the additional annual amount of \$30 million to maintain the Health Insurance Stabilization Reserve Fund which shall be used to continue equalization and protect the integrity of health insurance benefits.

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

(e) The Health Insurance Stabilization Reserve Fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

(f) Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of

the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.

Section 6. Health Care Flexible Spending Account

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

(b) Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the Employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

(c) An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An Employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an Employee's account will not be refunded.

ARTICLE V - TIME AND LEAVE, DEATH BENEFITS

Section 1.

Sick leave and/or line-of-duty injury benefits shall be granted to Employees in accordance with Chapter 551 of the Laws of 1962 (New York State).

Section 2.

(a) For Employees Hired Prior to July 1, 1988

The Employer further agrees to continue to grant to each Employee an annual vacation allowance of twenty-five (25) days, and to continue to grant terminal leave of one (1) month for every ten (10) years of service prior to retirement.

(b) For Employees Hired On or After July 1, 1988

Employees shall accrue an annual vacation allowance at a rate of eighteen (18) days in each of their first four (4) years of service, at a rate of twenty (20) days in their fifth year of service and at a rate of twenty-five (25) days in their sixth year of service. The Employer further agrees to continue to grant terminal leave of one (1) month for every ten (10) years of service prior to retirement.

Section 3.

Employees shall be entitled to the following days off with pay:

New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Christmas Day

In the event that another day is officially designated as the day of observance of any of the above-listed holidays, that day shall be considered the holiday for the purpose of this Section.

Section 4.

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

Section 5.

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

Section 6.

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

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

ARTICLE VI - PERSONNEL AND PAY PRACTICES

Section 1. Hours

(a) The work-week shall consist of forty (40) hours, consisting of five (5) eight (8) hour days, exclusive of Sundays.

(b) The Employer shall promulgate a schedule of days off other than Sunday to be known as a chart system and shall post such schedule in each work location. Such chart system shall continue to be based on a "25" week chart cycle in those work locations where the "30" week chart cycle was heretofore in effect. Such "25" week chart cycle shall provide each Sanitation Worker every fifth week a long week-end (3 days) or a short week-end (2 days). The City and the Union may mutually agree in writing to change or modify the then existing chart system.

(c) In the event of an emergency caused by accident, fire, flood, riot or a potential danger to health, life or property, the Employees, when called, shall report to work, and shall be compensated at the premium rate as set forth in Article III hereof. The Employer shall inform the Union of the nature of the emergency and the reason for changing the normal starting time.

(d) In the event a change in the lunch period is deemed necessary, the Employee shall be notified at roll call except in case of a snow or other emergency requiring such change. An entry shall be made in the blotter noting the reasons for the change. Information relating to such changes shall be made available to the Union upon request.

(e) The present practice for granted paid rest periods and/or coffee breaks shall be continued. The first coffee break shall be for a period of fifteen (15) minutes and it shall start two (2) hours after the beginning of the shift. The second coffee break shall be taken one and one half (1-1/2) hours after the lunch period is completed and this one shall be for a period of ten (10) minutes. In the event of overtime, another coffee break or rest period of ten (10) minutes shall be taken one (1) hour after the start of the overtime period. During a normal work day (7:00 a.m. to 3:00 p.m.) the following is an example of the coffee break or rest period that will be taken:

1st period	- 9:00 A.M. to 9:15 A.M.
2nd period	- 1:30 P.M. to 1:40 P.M.
O/T period	- 4:00 P.M. to 4:10 P.M.

(f) In the event a truck is replaced in the field for reasons other than a breakdown, an Employee assigned to such replacement truck will receive a ten (10) minute rest period. In the event the Employer institutes a general relay system whereby trucks are replaced in the field, this subsection (f) may be reopened for negotiation.

(g) Each Employee shall be granted fifteen (15) minutes of paid time for the purpose of washing and changing immediately prior to the end of the shift.

(h) Special Summer Shifts may be established for the period starting with the second Monday in June of each year through the second Saturday in September of each year, conditions permitting, and the day shift shall start at 6:00 a.m. for the work force on refuse collection and those cleaning functions as designated by the Employer.

(i) Sign out sheets shall be made available in ample time for the Employee to sign out prior to the end of the shift. However, no Employee is to leave the Employee's assigned work location prior to the end of the shift. The designated Shop Steward shall be the last person to leave the premises at the conclusion of the assigned shift.

(j) The regular shifts shall be as follows: 12:00 a.m. to 8:00 A.M.; 7:00 A.M. to 3:00 P.M.; 8:00 A.M. to 4:00 P.M.; 3:00 P.M. to 11:00 P.M.; 4:00 P.M. to 12:00 A.M.; 7:00 P.M. to 3:00 A.M.; night plow operations - 11:00 P.M. to 7:00 A.M. Other than regular shifts may be established from time to time in special situations as specifically approved by the Director of Operations. The Employer shall inform the Union of the nature of the new shift and the reasons for establishing such shift. Except in an emergency, no shift will overlap into a premium day. An emergency, for these purposes, shall be declared in writing by the Commissioner or the Commissioner's designee who shall be guided generally by the standards fixed by the Health Code and what constitutes an "Act of God." With respect to all night shifts, night picks will be conducted every six (6) months. A night shift, as that term is used in this Agreement, will be any shift in which four (4) or more hours worked by the Employee fall between the hours of 3:00 P.M. and 7:00 A.M.

(k) In accordance with existing practice, the Department will request a list of volunteers in each Sanitation District who would be willing to work on their chart days if the need arises. Available personnel shall be taken from the volunteer list.

Section 2. Premium Pay and Overtime

(a) Premium pay and overtime shall be paid in accordance with the terms and conditions and at the rates set forth in Article III hereof.

(b) Sunday, Chart and Holiday work shall be offered to the Employees on the basis of district seniority and each Employee shall be selected in turn according to the Employee's place in order of rotation previously agreed to by the Employer and the Union. Special Assignments will not be given priority. An exception to the foregoing rotational procedure is when an Employee would be required to work two consecutive shifts. An Employee requesting to be skipped when assigned to work Sundays, Charts or Holidays shall not be re-assigned for such work until the Employee's name is reached again in orderly sequence. There will be no waivers submitted to or accepted by the Employer for Sunday, Chart or Holiday work. When an Employee is transferred from one work location to another work location the Employee's name shall be placed on the Sunday, Chart and Holiday lists in the Employee's proper seniority order immediately. When an Employee is detached for one (1) year or more, the Employee's name will be placed on the Sunday, Chart and Holiday lists, in the Employee's proper seniority order, at the location to which the Employee is detached. The Employee shall at all times work in accord with the needs of the location to which the Employee is detached.

(c) Overtime work shall be offered first on a seniority basis. In the event a sufficient number of Employees have not

volunteered, then the Employer will order the required overtime on the basis of inverse seniority. When overtime is deemed necessary by the Employer, except in an emergency, the Employee shall be notified by the Employer by the end of the Employee's lunch period of the day on which the overtime is to be worked. These provisions are not applicable in times of snow emergency and other Acts of God.

(d) There shall be a "Special Emergency List" established in each Sanitation District. Such list shall be used on a priority basis for Employees called in during an emergency. There shall be no less than ten (10) Employees so assigned. Assignments to such a "Special Emergency List" shall be made annually during the month of November, in accordance with this Subsection (d). Such work shall not affect an Employee's position on the regular Sunday and Holiday work rotation list. The Employee who signs for such "Special Emergency List" must call his work location during any snow alert. If the Employee is not at home during a snow alert and the Employer calls his home, whoever answers the call must contact the Employee. Discretion must be used when notifying whoever answers the phone in that a child may not be expected to notify her/his father/mother who is not at home. Messages left on an "answering machine" shall be considered sufficient notification. The Employee will not have the right to refuse to report to work. The provisions of this Subsection (d) shall apply only to those districts having a list of ten (10) or more Employees so assigned. If this number is not obtained, no list shall be posted. The location will then use the regular established Sunday and Holiday list for personnel for emergencies. However, the provisions of this Subsection (d) which pertain to call in and reporting when contacted during emergencies shall apply to the regular list during such emergencies.

Section 3. Vacations

(a) The applicable provisions of the Department's General Order with respect to vacations as promulgated each year shall regulate vacations.

(b) In the event that a Sanitation Worker is hospitalized due to illness or injury while on vacation, the Chief Medical Examiner shall terminate the Sanitation Worker's vacation and place the Employee on sick leave. The Union may file a grievance at Step 5 of the Grievance Procedure, when claiming a violation of this Subsection (b), without resort to prior steps in the Grievance Procedure.

(c) After hospitalization, an Employee who is seriously disabled and submits proof of such disability satisfactory to the Department which shall properly exercise its discretion therein, may have such leave time charged to sick leave and not to annual leave provided that the Employee's annual leave is not, under such circumstances, carried over to the next vacation year, except that upon good cause shown, the Commissioner may grant such extension.

Section 4. Seniority and Assignments

(a) (i) Seniority as used in this Section shall be the date of the most recent appointment to the title as set forth in Article I, Section 1 of this Agreement.

(ii) Seniority shall be applied as follows: in the Bureau of Cleaning and Collection: by district; in the Bureau of Waste Disposal: by work location, defined as the physical work location to which an Employee is permanently assigned.

(b) (i) Seniority as defined and applied in this Section shall be the basis for temporary or permanent transfer; vacation period choice; or desired work shift.

(ii) Seniority as defined and applied in this Section shall be the basis for permanent special assignments within the Bureau of Cleaning and Collection and transfer to the Bureau of Waste Disposal, except that the Employer reserves the right to establish:

- Minimum qualifications for such assignments; and
- a four-week training and evaluation period.

Shop Stewards, designated by the Union in Accordance with Article IX, Section 1(b) of this Agreement shall be considered the most senior Employee in their respective work location in the Bureau of Cleaning and Collection and the Bureau of Waste Disposal, for purposes of this provision, for such period during which they retain such designation.

(iii) When it becomes necessary to assign any Employees to a location other than the Employee's regular work location, the assignment will be offered on a seniority basis. In the event a sufficient number of Employees have not volunteered, the Employer will order the required change on the basis of inverse seniority, the Shop Steward to exercise the right as the most senior Employee. The provisions of this Subsection (b)(iii) shall also apply to transfers between sections that are ordered prior to the beginning of the shift.

(iv) Out-of-Town work means work done out of zone. There will be four (4) hours of time in the book for the first day that such work is performed in each zone. In the event the instances of such work occur at times other than after holidays, more than occasionally, the Union will seek to negotiate similar compensation with the Commissioner. If that proves unsuccessful, the issue shall be taken to binding arbitration.

(c) The following assignments in the Bureau of Cleaning and Collection shall be deemed permanent special assignments for the purpose of this Article:

Large Wrecker	Mechanical Brooms
Garage Utility	EZ Pack
Hoist Fitted Chassis	Greaser

Gas and Oil Worker
Roll-on/Roll-off

Offal Truck
House Truck (Where a full time house truck is approved by Chief of Staff)

Employees assigned to special equipment may be given other assignments by the Department when the special equipment is not available or when the needs of the Department do not require the use of the abovelisted special functions.

(d) The procedure for filling a permanent vacancy in an assignment enumerated in Subsection (c) of this Section shall be as follows:

(i) The District Superintendent in the District in which vacancy occurs shall assign the senior qualified Employee requesting such duty.

(ii) If there are no volunteers for a special duty assignment, the District Superintendent shall assign the least senior qualified Employee.

(iii) A senior Employee, desiring such duty but deemed not qualified, shall be given a reasonable opportunity to acquire the skills required for the assignment. In the event a senior Employee desiring such duty is passed over because of failure to meet the minimum qualifications, the Employee and/or the Union may file a grievance in accordance with the applicable provisions of this Agreement.

(iv) Training will be offered to Employees seeking assignment to special equipment in accordance with the terms of this Agreement and the needs of the Employer.

(e) The following rules shall apply to the filling of vacancies in the permanent special assignments enumerated in Subsection (c) of this Section:

(i) Temporary vacancies, due to Employees being sick, on compensation, on vacation, compensatory time off, on chart, etc. shall be filled by the Garage Shop Steward if the Steward elects to assume such temporary assignment. Should the Garage Shop Steward elect to fill such assignment, the Steward's starting time, whenever practicable, shall be the same as that of the majority of the Employees the Steward represents. In the event the Garage Shop Steward does not so elect, the temporary vacancy shall be filled by assignment by the District Superintendent, provided, however, that such selection shall not result in a more senior Employee being required to go on the night shift or out of location.

(ii) An Employee assigned to a permanent special assignment may request a transfer to any other such assignment. Such request shall be processed in accordance with Section 4(d) of this Article.

(iii) Employees newly transferred into a District may not be assigned to a permanent special assignment for a period of one (1) year from the date of physical transfer.

(iv) An Employee assigned to a permanent special assignment may not be displaced by a senior Employee.

(v) Any other special assignment, now in force or to be created hereafter in a District, shall be filled in accordance with the provisions of this Section.

(f) The Department shall review and act upon requests for transfers no less frequently than every six (6) months.

Section 5. Health and Safety

(a) The Employer shall provide the following equipment, maintained at all times in good working order and in proper quantity: clean lavatory facilities; shower and wash basin facilities with hot and cold running water; heating facilities; proper ventilation; proper lighting and ample supplies of soap, other cleansers, paper towels, paper tissue and other cleanup materials.

The Employer and the Union shall conduct periodic inspection of all facilities which house Employees in order to insure that all such facilities are adequately maintained and provide sanitary working conditions. Where deficiencies are found and/or repair necessary, the Employer will take steps to make such repairs immediately. Since there is a large backlog of needed repairs, the Employer will proceed on a priority basis.

The Union reserves the right to challenge the Employer's priority list.

In the event it is beyond the Employer's capacity to make such repairs, the Employer, where possible, will seek additional funds to effectuate such repairs.

In the event that repairs cannot be made or funds to effectuate such repairs are not available, and the conditions at the location are such that they constitute a hazard to the life, health or safety of Employees, the Employer will take immediate steps to transfer all Employees to a more suitable location.

In the event the Union holds the Employer to be in default of this Subsection (a), the Union shall present the issue to the arbitrator for decision within forty-eight (48) hours, without resort to the other steps of the Grievance Procedure.

(b) Two (2) qualified Sanitation Workers' shall respond to any call for a large wrecker in cases involving arterial highways. One (1) of these will operate the wrecker to the scene, the other shall operate a back-up vehicle to the scene for safety purposes and then assist the wrecker operator. On all other calls where a back-up vehicle is not required one (1) Employee may respond to the call.

(c) The Employer shall maintain complete medical records on injured Employees.

(d) The Employer will endeavor to minimize and reduce accidents and injuries by maintaining its equipment and

facilities in good working order. Each Employee shall make every effort to perform the duties in a safe and efficient manner commensurate with the requirements of the Employer. Complaints involving the safety of equipment or working conditions may be processed as grievances.

Section 6. Rights of Employees

(a) When an Employee has completed the respective work shift, and has been notified of his or her assignment for the next work day, the Employee will not be called at home for any change out of his or her district. He or she may only be called when it involves reporting to a location within his or her own district, or when it involves change of shift. The above provisions shall not apply in the event of snow emergency or Act of God. The Employee will be responsible to report by roll call to the location within the district where he or she is scheduled to work.

(b) Whenever an Employee is called to the Main Office of the Department or called by any other agency of Government for interrogation, the Employee shall be notified of the right to counsel or union representation. Such Employee shall be given ample time to secure such representation, if the Employee so elects.

(c) The Employee when summoned to the Department shall be called whenever possible during ordinary working hours. In the event the proceedings in the Department go beyond the ordinary working hours, the Employee shall be paid time and one-half (1-1/2x) in accordance with the provisions of this Agreement.

(d) Following signout from any day shift, an Employee may be recalled if the night city superintendent has been contacted and a determination is made that the position must be filled.

Section 7.

Effective July 1, 1978, any Employee applying for either ordinary or line-of-duty disability retirement shall begin to receive his accrued time, including accrued vacation, compensatory time, terminal leave and any other accrued leave, as of the date he submits the disability retirement application, provided that the time taken does not extend beyond the effective date of retirement.

Section 8. Interest

(a) 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.

(b) 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.

(c) Interest accrued under (a) or (b) above shall be payable only if the amount due to an individual Employee exceeds five dollars (\$5.00).

Section 9.

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

Section 10. Performance Compensation

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

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

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

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

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

ARTICLE VII - REFUSE/RECYCLING COLLECTION

Section 1. Refuse Collection

(a) The Employer and the Union recognize that the Employer has the unilateral right to set and establish refuse collection routes.

The Employer and the Union enter this Agreement without prejudice to, and without waiver of, any rights that they may have under law, rule, regulation or contract in that regard.

(b) Effective upon the date of execution of this Agreement, if the Employer determines that a Sanitation Worker has not completed the refuse collection route designated by the Employer, the Sanitation Worker shall not receive the "1980 Two Worker Truck differential", described

herein, for the period of time which the Sanitation Worker failed to complete the designated refuse collection route. The implementation of this provision shall be consistent with Section 3 of this Article.

(c) If a situation arises whereby the amount of refuse exceeds that which was originally presented to the Union upon the execution of this Agreement, then the Union shall have the right to present that situation to the Labor-Management Committee designated in Article VIII, Section 1 of this Agreement.

Section 2. Recycling Collection

(a) The Employer and the Union recognize that the Employer has the unilateral right to set and establish recycling collection routes.

The Employer and the Union enter this Agreement without prejudice to, and without waiver of, any rights that they may have under law, rule, regulation or contract in that regard.

(b) Effective upon the date of execution of this Agreement, if the Employer determines that a Sanitation Worker has not completed the recycling collection route, as designated by the Employer, the Sanitation Worker shall not receive the "1980 Two Worker Truck differential", described herein, for the period of time which the Sanitation Worker failed to complete the designated recycling collection route. The implementation of this provision shall be consistent with Section 3 of this Article.

(c) If a situation arises whereby the amount of recycling exceeds that which was originally presented to the Union upon the execution of this Agreement, then the Union shall have the right to present that situation to the Labor-Management Committee designated in Article VIII, Section 1 of this Agreement.

Section 3. Impartial Chair/Appeal Procedure

Any Sanitation Worker who may not receive the "1980 Two Worker Truck differential" pursuant to this Article, shall have the right to appeal the Employer's determination to a Tripartite Dispute Resolution Panel for a hearing to be held within forty-eight (48) to seventy-two (72) hours of the Department's notification to the Sanitation Worker. The Tripartite Resolution Dispute Panel shall be made up of a representative designated by the Employer, a representative designated by the Union and an Impartial Chair selected by the parties' two representatives. The standards governing the determination of the panel shall include those set forth in the Kelly Impasse Award referenced in the "Two Worker Truck Agreement" attached hereto and made a part hereof. A claim by the Sanitation Worker that the design or length of the refuse/recycling collection route prevented the Sanitation Worker from completing the collection route shall not constitute good cause. The decision of the Tripartite Dispute Resolution Panel shall be final and binding and not subject to any further appeal.

ARTICLE VIII - 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 the following Labor Management committees.

There shall be one general Labor-Management Committee to consider and recommend to the Commissioner changes in working conditions of the Employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the Labor-Management Committee. This Labor-Management Committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union's three (3) members shall be the Union President, the Union Vice President and one other executive board member. The Agency's three (3) members shall be the Commissioner, the First Deputy Commissioner and one other deputy commissioner. Vacancies shall be filled by the appointing party for the balance of the term served. Each member may designate one (1) alternate. The Committee shall select a chair from among its members at each meeting. The chair of the Committee shall alternate between the members designated by the Agency and the members designated by the Union. The Committee shall make its recommendations to the Agency head and the Union in writing. This Committee shall meet at the call of either the Union or the Employer at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee.

There shall be separate Labor-Management committees established to review the following issues:

Section 2. Trial Room

(a) A Labor-Management Committee shall be established to study the current trial room. This committee shall complete its work within ninety (90) days of the execution of this Agreement.

(b) The committee defined in 2(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall set forth its recommendations to the Union and the Employer at the conclusion of the ninety (90) day period.

Section 3. Gainsharing/Productivity

(a) A Labor-Management committee shall be established to discuss the feasibility of programs to improve the efficiency with which services are delivered by the Department. These discussions shall include, among other things, the feasibility of establishing Department Employee incentive programs such as the sharing of savings between the City, as employer, and its Employees, as represented by the Union, realized by programs involving intensified efficiency, the application of new technology or methods of cleaning, collection and

disposal, the intensified utilization of equipment, the improvement of routings and scheduling and attrition of staff, without reduction of services.

(b) The committee defined in 3(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall make recommendations to the Union and the Employer.

Section 4. Recycling Program

(a) A Labor-Management committee shall be established to study various aspects of the City's recycling program, including the utilization of new technologies and equipment.

(b) The committee defined in 4(a) shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. This committee shall make recommendations to the Union and the Employer.

ARTICLE IX - PRODUCTIVITY PROGRAMS

New productivity programs have been instituted by the Employer which involve the Union's input and cooperation. In the event the Employer may consider other alternatives of service delivery, including managed competition, such consideration may include a review of the Department's cost effectiveness and work performed by private carters in New York City and other municipalities.

ARTICLE X - GRIEVANCES

Section 1. Grievance Representation

(a) Any grievance of any Employees within the bargaining unit shall be processed and presented solely by the duly designated representatives of the Union. To meet with, aid or encourage any non-certified minority organization and/or group representing Employees in the civil service title of Sanitation Worker for purposes of collective bargaining or processing of grievances shall be regarded as an infringement of this Agreement.

(b) One (1) Shop Steward shall be duly designated by the Union for the following work shifts and job locations:

- (i) Bureau of Cleaning and Collection: Days - One (1) Steward for each section, garage, and any other field location.
- Nights One (1) Steward for each district.
- (ii) Bureau of Waste Disposal: One (1) Steward for each shift at each field location.

(c) An agreed number of Borough Grievance Representatives duly designated by the Union shall have the right, without loss of pay, to investigate grievances in the bargaining unit, within their prescribed borough, and to process these grievances in all levels from the officer in charge of the given job location to the Borough Superintendent's level in the Bureau of Cleaning and Collection, or the Division Head level in the Bureau of Waste Disposal.

The Union Borough Grievance Representatives, while engaged in duties as the Union's Representative, shall, when reporting to a job location, sign the prescribed time sheet and shall keep a daily record of time spent and location visited.

Section 2. Grievance Procedure

(a) The term "grievance" shall mean a dispute concerning the application or interpretation of the terms and provisions of this Agreement or of the terms of a personnel order of the Mayor.

(b) The grievance procedure shall be as follows:

Step 1. - The Shop Steward and the grievant shall have the right to present the grievance to the supervisor in charge of the location either before Roll Call or at the end of the lunch period of that shift. Roll Call shall not be delayed or interrupted because of the presentation of grievances. The Shop Steward shall have the right to avail himself of the services of the Borough Grievance Representative of the Union or any duly designated officer of the Union for the purpose of processing the grievance. The grievance must be presented within one hundred twenty (120) days after the grievance was discovered or reasonably should have been discovered.

Step 2. - If a grievance remains unresolved at the job location (Step 1) for three (3) working days after its presentation, the Union representative shall have the right to present the matter in dispute to the appropriate Department representative at the Borough level in the Bureau of Cleaning and Collection, or the Division level in the Bureau of Waste Disposal. Such presentation must take place within five (5) working days after the grievance was first presented in the job location.

Step 3. - If a grievance remains unresolved at the Borough level (Step 2) in the Bureau of Cleaning and Collection or the Division level (Step 2) in the Bureau of Waste Disposal within three (3) working days after its presentation, the duly designated officers and/or staff of the Union shall have the right to present the unresolved grievance to the respective Bureau head involved.

Step 4. - If a grievance has not been resolved within three (3) working days after its presentation to the Bureau head (Step 3), the duly designated officers and/or staff of the Union shall have the right to process the grievance with the Director of Operations or the Director's duly designated representative.

Step 5. - If the grievance has not been resolved at Step 4 within five (5) working days after its presentation, the President of the Union and/or the President's

duly designated representative shall have the right to process the grievance with the Commissioner of Department of Sanitation and/or the Commissioner's duly designated representative.

Step 6. - In the event the grievance remains unresolved within fifteen (15) working days after all the steps in the procedure stipulated above have been executed the Union shall have the sole right to invoke arbitration. The arbitration shall be conducted consistent with the procedures developed by the parties under applicable law. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The decision or award of the arbitration shall be final and binding in accord with applicable law. As a condition to the right of the Union to invoke impartial arbitration as set forth in this Article, 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 rights, if any, of the Employee or Employees and/or the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

(c) Any grievance of a general nature affecting a group of several or more Employees shall be filed at the option of the President of the Union at Step 5 of the grievance procedure without resort to previous grievance steps.

(d) The City shall have the same right and the same obligation as the Union to bring to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. It is expressly understood that, notwithstanding any provision to the contrary in this Article, the City and the Union shall have identical rights and obligations with respect to arbitration.

(e) If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the Union may invoke the next step of the procedure and only the Union may invoke impartial arbitration under Step 6.

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

(g) Each of the steps in the grievance procedure, as well as time limits prescribed at each step thereof, may be waived by mutual agreement of the parties.

(h) The grievance and arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. The sole remedy for alleged violations of this Agreement shall be a grievance pursuant to this Article. 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.

(i) In the event an officer in a job location seeks to suspend a Sanitation Worker summarily, the officer cannot do so of his own accord. He must refer the recommendation to the Officer-in-charge of the Borough Office. That Officer must then try to resolve the dispute with both parties - the officer recommending the suspension and the Sanitation Worker, together with the Union representative - before ordering the suspension. The only exception to the foregoing is when there is an immediate threat of life, limb or property or an imminent violation of civil or criminal law.

ARTICLE XI - NO STRIKES

Neither the Union nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XII - APPLICATION OF CONTRACT

It is specifically understood and agreed that the terms and provisions of this Agreement and the benefits granted thereunder shall be applicable as of the effective date of this Agreement to each Employee who was and still is employed by the Employer in the title of Sanitation Worker on the date of the signing of the Waiver and Release required by this Agreement and who executes the following instruments and complies with the provisions of such instruments:

(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 City for such purposes (see: Appendix "B").

ARTICLE XIII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are modified by and subject to any applicable provisions of law, including the New York State Financial Emergency Act for the City of New York, as amended.

ARTICLE - XIV APPENDICES

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

ARTICLE XV - SAVINGS CLAUSE

Section 1.

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

Section 2.

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

ARTICLE XVI - CAPTIONS

Captions and Table of Contents are included for purposes of indexing.

WHEREFORE, we have hereunto set our hands and seals this 20th day of May 2009.

CITY OF NEW YORK UNIFORMED SANITATIONMEN'S
ASSOCIATION, LOCAL 831,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY: _____/s/ BY: _____/s/
JAMES F. HANLEY HARRY NESPOLI
Commissioner of President
Labor Relations

APPROVED AS TO FORM:
BY: _____/s/
PAUL T. REPHEN
ACTING CORPORATION COUNSEL
DATE SUBMITTED TO THE FINANCIAL CONTROL
BOARD

BY: _____
UNIT: Sanitation Worker
TERM: March 2, 2007 to September 20, 2011

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

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

AGREEMENT made this 20th day of May 2009 by and between the Uniformed Sanitationmen's Association, Local 831, IBT and the City of New York for the period March 2, 2007 to September 20, 2011.

WHEREAS, it is the desire and intent of the parties to continue the twoworker collection program

NOW, THEREFORE, it is agreed as follows:
1. That the following shift differentials shall be paid by shift per individual for the operation of collection vehicles manned by two workers:

	<u>Effective Date</u>	<u>Amount</u>
A. Side loading collection vehicles when engaged in regular collection functions.	03/02/07	\$33.45
	03/02/08	\$34.79
	08/21/09	\$36.18
	08/21/10	\$37.63
B. Rear loading "20 yd3" collection vehicles, when engaged in side loading collection districts.	03/02/07	\$33.45
	03/02/08	\$34.79
	08/21/09	\$36.18
	08/21/10	\$37.63
C. Rear loading "20 yd3" collection vehicles, when engaged in regular collection operations.	03/02/07	\$33.45
	03/02/08	\$34.79
	08/21/09	\$36.18
	08/21/10	\$37.63
D. Rear loading "25 yd3" collection vehicles, when engaged in regular collection operations.	03/02/07	\$40.16
	03/02/08	\$41.77
	08/21/09	\$43.44
	08/21/10	\$45.18
E. "Cut down" collection vehicles engaged in bulk collection; Rear loading vehicles assigned to "basket" collection.	<u>Amount</u>	\$0
F. "EZ Pack" collection vehicles, when engaged in regular collection operations.	03/02/07	\$22.72
	03/02/08	\$23.63
	08/21/09	\$24.58
	08/21/10	\$25.56
G. "Route Extension" Differential under previous contract	03/02/07	\$11.76
	03/02/08	\$12.23
	08/21/09	\$12.72
	08/21/10	\$13.23

2. That the collection shift differential be paid on those shifts a Sanitation Worker actually performs collection functions on a collection vehicle manned by two workers which excludes payment for such days not worked as holidays, annual leave, sick and terminal leave.

Further, it is agreed that the foregoing standard shall be implemented in accordance with the "Agreed Upon Productivity Standard" described in the Memorandum of Robert Shrank to Bruce McIver and Jack Bigel dated June 30, 1981. Consistent with current policy the standards will be established for the Districts and may be reviewed by the parties at regular quarterly intervals after the

implementation of the program in the District.

3. That, effective March 1, 1992, collection shift differential earned in the previous year shall be pensionable and shall be treated for pension purposes in the same manner as the night shift differential. Deductions for pension contributions will be made on all shift differential payments.

4. That from the date of implementation of this agreement through September 20, 2011, the collection shift differential shall be included in the rate for all purposes (except as otherwise provided in paragraphs 2, 3(a) and 3(b) above) and, as of July 1, 1982 shall be increased by any general wage increases negotiated on or after that date.

5. That the Tripartite Dispute Resolution Panel formed pursuant to the Kelly Impasse Award dated December 10, 1980, except as modified in the 1991-95 collective bargaining agreement, shall continue and shall hear and decide any and all disputes arising out of the implementation of this two-worker sanitation collection vehicle program.

6. The City will continue to utilize its best efforts to maintain the sanitation cleaning and collection workforces so that adequate levels of service can be provided. The City recognizes that the workforce engaged in collection will be at a reduced level after full implementation of current productivity programs. The City within the context of its fiscal condition will seek to maintain an adequate workforce for purposes of cleaning and collection. The City will meet and discuss with the Uniformed Sanitationmen's Association

when the net uniform attrition of Employees engaged in cleaning and collection in the Sanitation Department is anticipated to be more than the Citywide average in any fiscal year. Such discussions will include an explanation of the reasons for such action, an examination of the workload impact on the remaining uniform workforce, and possible alternative actions. Furthermore, there will be no layoffs at any time as a result of implementation of the extension of the two-worker truck program to the entire department.

Further, it is the understanding of the parties that while the foregoing paragraph on Workforce indicates the City's intent regarding cleaning and collection, it does not give rise to any rights or liabilities that are not already contained in contract or law.

7. In converting each District to two-worker operation the Department has used equipment of the same type as that used previously. The Department has, however, reserved the right to deploy trucks of different types in circumstances such as holiday weeks, snow and the like. In the event the Department seeks to deploy trucks of different type in other circumstances and cannot obtain the consent of the District Labor-Management Committee, the issue shall be presented for expeditious resolution by the Tripartite Committee. The parties understand and agree that the foregoing shall not limit the Department in the deployment of bulk and alley trucks with two men and with the payment of a differential equal to that applicable to the side loading vehicle.

8. That there shall be established a joint health committee that shall call upon a mutually agreed upon industrial health specialist to examine and report on health and safety issues relating to the two-worker operation of sanitation collection vehicles.

9. The parties shall continue to operate Labor-Management committees at the district level to deal with implementation of the extension of this two-worker collection program. Furthermore, the parties shall continue to utilize the contractual Labor-Management forum to pursue other productivity measures which may be applicable to other areas of the Department.

10. An equipment committee shall be established to assist in the Department's purchase or modification of collection vehicles. This committee shall include an equal number of representatives from the Department and the Union, and such other individuals as shall be mutually agreed upon.

11. This agreement shall constitute part of the collective bargaining agreement entered into between the parties for all purposes.

Dated: May 20, 2009 New York, New York
CITY OF NEW YORK, UNIFORMED SANITATIONMEN'S ASSOCIATION,

_____/s/_____
James F. Hanley By: Harry Nespoli

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

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Re: 2002-2011 USA Reopener MOU

Dear Mr. Nespoli:

This side letter supplants the one previously attached to the collective bargaining agreement covering the period from March 2, 2007 through September 20, 2011 concerning "Additional Compensation Funds."

The 1.59% previously available on September 21, 2010 has been fully expended in this 2002-2011 Reopener MOU. Effective August 21, 2011, the bargaining unit shall have

available funds of 0.4063% in rate to enhance the underlying steps of the pay plan for new hires and/or to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 3 of the unit agreement.

The funds available shall be based on the applicable payroll, including spinoffs and pensions, subject to mutual agreement of the parties.

Very truly yours,

_____/s/_____
James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____/s/_____
Harry Nespoli
President

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This is to confirm that the City of New York, as employer of the bargaining unit Sanitation Workers (the "Employer"), agrees, in accordance with applicable law, that any conversion of the function(s) of the Department of Sanitation to any public authority established by or at the request of the Mayor, City Council or other Governmental body, insofar as such functions pertain to that bargaining unit, shall be conditioned upon the public authority's acceptance of (i) its obligation to recognize and bargain with the Uniformed Sanitationmen's Association, Local 831, IBT (the "Union") and (ii) the terms of the then existing collective bargaining agreement between the Employer and the Union for the remainder of that agreement's effective period.

Very truly yours,

_____/s/_____
James F. Hanley
Commissioner

Agreed and Accepted on Behalf
of Local 831, IBT

BY: _____/s/_____
Harry Nespoli
President

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

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement regarding the legislation enacted providing Tiers Two and Four Sanitation Workers, represented by the Uniformed Sanitationmen's Association ("USA"), with half pay pension after twenty (20) years of service and the right to vest after fifteen (15) years of service.

Said Sanitation Workers shall be required to make additional pension contributions in the amount of 5.35%, effective July 1, 1992. These additional amounts shall not be subject to social security offset or loans.

There shall also be an additional employee contribution of .55% of payroll to fund the increased cost of health insurance and welfare fund coverage for this new category of retirees. These amounts shall be paid into a separate fund maintained for this purpose.

In no event shall the enabling legislation result in a variation of the agreement between the City and the Uniformed Sanitationmen's Association.

In the event that any provision of the enabling legislation once enacted into law shall for any reason be adjudged to be invalid or unconstitutional by a Court of competent jurisdiction, the above agreement shall cease *nunc pro tunc* and the parties shall be required to negotiate a new agreement.

It is further agreed and understood that this legislation shall also apply to Uniformed Sanitation employees outside the bargaining unit.

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

Very truly yours,

_____/s/_____
James F. Hanley
Commissioner

Agreed and Accepted on Behalf
of Local 831, IBT
BY: _____/s/_____
Harry Nespoli
President

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

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, New York 10038

Re: Work Experience Program (WEP)

Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement that the City and the Union recognize that no current Sanitation Workers are intended to be displaced as a result of Work Experience Program (WEP) assignments through the loss of job or position, reduction of wages and benefits, or infringement of promotional opportunities. The parties will discuss development of a procedure to ensure that displacement does not occur.

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

Very truly yours,

_____/s/_____
James F. Hanley

Agreed and Accepted on Behalf
of Local 831, IBT

BY: _____/s/_____
Harry Nespoli
President

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, New York 10038

Re: Study of Feasibility of DSNY Performing
Commercial Refuse Removal In Residential Buildings

Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement that the City and the Union will study the feasibility of the Department of Sanitation's performing commercial refuse removal functions in residential buildings.

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

Very truly yours,

_____/s/_____
James F. Hanley

Agreed and Accepted on Behalf
of Local 831, IBT
BY: _____/s/_____
Harry Nespoli
President

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

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, New York 10038

Dear Mr. Nespoli:

Pursuant to Article IV, Section 1. of the 2007-2011 USA Agreement, the parties agree that there shall be an increase in the welfare fund contribution of \$300 per annum, effective on March 2, 2007.

For purposes of implementing this rate increase to the Retiree Welfare Fund, the following shall apply:

- The monthly contribution for February 2007 shall be \$122.75*
- The monthly contribution for March 2007 shall be \$147.39*
- The monthly contribution for each month thereafter shall be \$147.75*

*Rates reflect inclusion of \$65.00 per annum pursuant to 2004 and 2005 Health Benefits Agreements.

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

Very truly yours,

/s/
James F. Hanley

Agreed and Accepted on Behalf of Local 831, I.B.T.

BY: _____/s/_____
Harry Nespoli
President

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

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen’s Association
Local 831, IBT
23-25 Cliff Street
New York, New York 10038

Dear Mr. Nespoli:

The Uniformed Sanitationmen’s Association, Local 831, IBT (“the Union”) and the City of New York (“the City”) (together, the “Parties”) mutually understand and agree that the general wage increases, the new supplemental payments to the Uniformed Sanitationmen’s Association Compensation Accrual Fund, and the new productivity differentials are funded, in part, through savings to be achieved through increased productivity and other cost-savings mechanisms including the new salary schedule for new hires.

The Parties mutually agree that should the productivity initiatives set forth in the new 10.7 tons refuse and 6.2 tons recycling Tons Per Truck Shift Program and/or the Dumping-on-Shift Program and/or the One-Worker Roll-on/Roll-off Program fail to achieve the savings agreed upon herein to fund the 1.3% wage increases in this and subsequent collective bargaining agreements, the Parties agree to meet and confer to evaluate whether or not operational changes may be made to facilitate achieving the agreed-upon savings. Should such savings not be able to be realized, the Parties agree to consider new or alternative funding mechanisms to address any shortfall(s) in projected savings. In the event that the parties are unable to agree, the matter shall be submitted to the Tripartite Dispute Resolution Panel formed pursuant to the Kelly Impasse Award dated December 10, 1980 (the “Tripartite Panel”) for resolution.

The Parties agree that the program will be reviewed periodically after implementation and thereafter excluding the four (4) month break-in period. The Parties will meet to discuss changes in productivity standards and/or shift differentials or other forms of compensation, if the agreed upon standards are exceeded or are not met. Any disagreements, not otherwise precluded by the parties’ collective bargaining agreement and/or by prior decision or law, will be determined by the Tripartite Panel.

Refuse and Recycling Targets

In accordance with Section 9 of the Two-Worker Truck Agreement, the Parties have mutually agreed to have the Citywide and local district labor management committees recalibrate the Citywide target average tons per truck shift in the refuse collection and recycling programs to 10.7 tons per truck shift for refuse collection and to 6.2 tons per truck shift for recycling collection, respectively.

Individual district goals will be established for each program after the Sanitation Department (the “Department”) and the Union, through the Citywide and district labor management committees, reach agreement on the individual district goals.

The Citywide target may be more (or less) than the 10.7 refuse / 6.2 recycling tons per truck shift subject to the agreement of the Parties, and the number of truck shifts shall be adjusted accordingly.

The Parties agree to eliminate the 4.8, 5.4 and 7.2 targets for recycling and the 10.6 target for refuse. The Parties recognize that there are now two components of the collection productivity differentials, one for the underlying “two-worker truck” program as indicated in the Two-Worker Truck Agreement Paragraphs 1.A. through F), and one for the new 10.7 tons per truck shift for refuse collection and the 6.2 tons per truck shift for recycling collection targets that combines the payment provided under Paragraph G. with the supplemental payment to the Uniformed Sanitationmen’s Association Compensation Accrual Fund. It is therefore possible for a Sanitation Worker to receive neither

component, only the “two-worker truck” component, or both the “two-worker truck” component and the new 10.7/6.2 “combined” component.

The docking trigger for the 10.7/6.2 combined component is 10.7/6.2, and the docking trigger for the “two-worker truck” component, is 10.1/6.0.

The 10.7 tons per truck shift for refuse collection and the 6.2 tons per truck shift for recycling collections, as well as the 45.6% of trucks dumped on shift, are the agreed upon targets to be reached for the new tons per truck shift and dumping-on-shift programs.

It is agreed that the Citywide bank for refuse and recycling will be used to address unexpected circumstances and temporary difficulties in a district. If the district 2% bank is frequently exceeded, then the Department and the Union shall meet promptly to resolve the truck shift issue in the affected district while maintaining the Citywide 10.7 and 6.2 tons per truck shift targets. The number of trucks assigned on a holiday shall have no effect on the bank for that week.

The parties agree to review the adequacy of the “banks” on a district-by-district basis.

The Parties have mutually agreed that the combined differential for the 10.7 and 6.2 collection targets consists of the component indicated in Paragraph 1. G of the Two-Worker Truck Agreement and a separate contribution in the flat amount of \$2.00 per qualifying shift to be paid to the Uniformed Sanitationmen’s Association Compensation Accrual Fund (the “Supplemental Payment”). The \$2.00 per shift Supplemental Payment shall be adjusted by future across-the-board increases, if any, but the Supplemental Payment shall not be subject to any premium payments. Eligibility for payment will begin in a district once the district begins the new program. The Supplemental Payment component will be paid on a standard four-week cycle subject to a determination that the standards for receiving the payment have been met.

If the tons per truck shift targets for a given District are unmet, the combined differential shall be paid provided that the District has met its targeted number of truck shifts and the new routes, designed to achieve a Citywide average of 10.7 tons per truck shift for refuse and 6.2 tons per truck shift for recycling, have been completed.

The Supplemental Payment shall not be paid to any member subject to the established docking procedure unless and until the employee appeals such decision and such appeal is upheld.

“Refuse and Recycling” collection vehicles when engaged in regular collection operations under the 10.7/6.2 TTS programs.	<u>Effective Date</u>	<u>Amount</u>
	03/02/07	\$2.14
	03/02/08	\$2.23
	08/21/09	\$2.32
	08/21/10	\$2.41

Dumping-on-Shift Targets

The Parties have mutually agreed to a new program for refuse and recycling crews that shall be part of a comprehensive productivity agreement, the purpose of which is to establish new performance measurements for attaining savings to be derived from “dumping on shift” and to provide a differential payment for achieving and maintaining those performance standards.

The Citywide and district targets and cut-off times will be adjusted through labor management committees as is the current practice. The productivity program assumes that a “dumping-on-shift” performance standard of at least 45.6% (combined standard for refuse and recycling) shall be maintained. The Parties agree that payment will be made based on a weekly target of 45.6% of loads dumped on shift as long as a floor of 40% is attained Citywide. The floor of 40% is intended to address circumstances and difficulties that may occur. When the 40% floor is not attained Citywide (excluding non-normal operations, e.g., snow and transfer station issues), the differential payment will not be paid to any employee for that week. The Union may appeal such a decision to the Tripartite Panel.

The Parties have mutually agreed that a new differential in the amount of \$5.00 per qualifying shift will be paid for each dump made on shift (only one payment shall be made for a split-body truck) when the route is cleaned. Eligibility for payment will begin during the initial monitoring period of four (4) months. During the four month monitoring period, the Parties agree to a trial program in which supervisors in the district, after consultation with the designated shop steward, shall determine which sections and trucks will be sent to the dump site first if they have finished the route.

The dumping-on-shift differential shall not be paid if the route is incomplete except as otherwise provided below. The “dump-on-shift” differential payment shall be paid in all cases where the employee is dispatched to dump by assigned supervision. Payment shall not be made for exigencies such as, but not limited to, longer term operational issues such as a facility being closed for an extended period of time and/or going off-line in which case the program shall be suspended in the affected location(s).

Any Sanitation Worker who has been denied the “dump-on-shift” differential pursuant to this Agreement shall have the right to appeal the denial to a review committee consisting of the First Deputy Commissioner or designee(s) and the President of Local 831, IBT, or designee(s). If the matter is still unresolved, the Union may appeal the Employer’s determination to the Tripartite Panel for a hearing to be held within forty-eight (48) to seventy-two (72) hours of the Department’s notification to the Sanitation Worker pursuant to the provisions of Article VII of the collective bargaining agreement between the City of New York and the Uniformed Sanitationmen’s Association, Local 831, IBT, covering the period from November 23, 2002 to March 1, 2007 (the “Collective Bargaining Agreement”).

The standards to be established Citywide and for the Boroughs under the new productivity program shall be reviewed (monitored) at regular quarterly intervals, or at the request of either Party, after the implementation of the program to determine whether or not the agreed upon targets are continuing to be met. The Parties shall promptly meet and make any necessary adjustments to ensure continuing savings are being attained.

The “dumping-on-shift” differential shall not become part of the employee’s basic salary rate nor be added to the Employee’s basic salary for the calculation of any salary-based benefits. The differential shall be adjusted by future across-the-board collective bargaining increases, if any, and it shall be subject to any premium payments. The differential shall be pensionable consistent with applicable law. Eligibility for the “dumping-on-shift” differential will begin in a District once the District begins the new program.

This agreement shall not supersede the provisions of Article VII, Sections 1 (a), 2 (a) and 3 of the Collective Bargaining Agreement.

“Dumping-on-Shift” when engaged in regular collection and recycling operations.	<u>Effective Date</u>	<u>Amount</u>
	03/02/07	\$5.37
	03/02/08	\$5.58
	08/21/09	\$5.80
	08/21/10	\$6.03

Roll-on/Roll-off Program

The parties have mutually agreed to a new program – a “Roll-on/Roll-off” productivity agreement using one Sanitation Worker in place of a two Sanitation Worker crew on certain “Roll-on/Roll-off” vehicles to be determined by the Department, without any reduction in current productivity standards. Any changes will be discussed through the labor-management committee created through the productivity programs (the “Labor-Management Committees”).

Current assigned locations shall remain the same unless changed through the Labor-Management Committees.

The Parties have mutually agreed that a new differential in the amount of \$80.00 per qualifying shift will be paid in the same manner as other differentials. Current productivity standards shall be maintained.

The “Roll-on/Roll-off” differential shall not become part of the employee’s basic salary rate nor be added to the Employee’s basic salary for the calculation of any salary-based benefits. The differential shall be adjusted by future across-the-board collective bargaining increases, if any, and shall be subject to any premium payments. The differential shall be pensionable consistent with applicable law. Eligibility for the “Roll-on/Roll-off” differential will begin in a District once the District begins the new program.

The “Roll-on/Roll-off” vehicles will be added to the list of permanent special assignments contained in Article VI, Section 4 (c) and treated in accordance with the provisions of such Article for all subsequent assignments to such vehicles.

The current side letter concerning “Roll-on/Roll-off” assignments is hereby rescinded and is replaced by the terms of a new side letter (attached).

This agreement is subject to the terms of the currently effective collective bargaining agreement between the City of New York and Local 831 of the International Brotherhood of Teamsters.

“Roll-on/Roll-off” collection vehicles when engaged in one-person collection operations.	<u>Effective Date</u>	<u>Amount</u>
	03/02/07	\$85.82
	03/02/08	\$89.25
	08/21/09	\$92.82
	08/21/10	\$96.53

Any dispute, controversy, or claim not otherwise precluded by the parties’ collective bargaining agreement and/or by prior decision or law concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this agreement shall be submitted to the Tripartite Panel.

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

Very truly yours,

/s/
James F. Hanley

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____/s/_____
Harry Nespoli
President

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

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen’s Association
Local 831, IBT
23-25 Cliff Street
New York, New York 10038

Dear Mr. Nespoli:

A Labor-Management Pension Committee will be established

to investigate pension enhancement legislation for eligible Sanitation Workers.

The Committee will analyze the actual costs and additional contribution rates required to provide this benefit without any cost to the City.

Upon mutual acceptance of the Committee's recommendations, including plan design and costs, the parties agree to jointly support the legislation necessary to implement the benefit changes.

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

Very truly yours,

/s/

James F. Hanley

Agreed and Accepted on Behalf
of Local 831, IBT

BY: _____/s/_____
Harry Nespoli
President

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

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038
Re: Agreement covering the period from March 2, 2007
through September 20, 2011

Dear Mr. Nespoli:

Effective upon ratification, there will be an assignment differential, not to exceed 12% above the basic maximum salary, payable in accordance with the schedule shown below, to certain Sanitation Workers detailed on "special assignment" in the Citywide Transportation Unit (CTU) upon satisfactory completion of a twenty-four month review period in CTU.

Criteria:

- Employee must have 24 months of satisfactory service in CTU before eligibility begins for differential
- Special Assignment is revocable without review/appeal; non-transferable, i.e., at Commissioner's discretion; assignment differential ends when assignment ends
- Employee must maintain all licenses, certifications, etc. required during assignment to CTU

"Special Assignment" - CTU	
after 6 months	3%
after 12 months	6%
after 18 months	9%
after 24 months	12%

Very truly yours,

/s/

James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____/s/_____
Harry Nespoli
President

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

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

Mr. Harry Nespoli, President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Re: Agreement covering the period from March 2, 2007
through September 20, 2011

Dear Mr. Nespoli:

This is to confirm our mutual understanding and agreement regarding the establishment of a Supplemental Annuity Fund to provide supplemental benefits to Sanitation Workers, represented by the Uniformed Sanitationmen's Association ("USA"), who have attained a normal service retirement after twenty (20) years of service.

Effective July 1, 2009, the City of New York shall calculate and remit a lump-sum contribution in the amount of \$323.88 per active employee as of that date to the Supplemental Annuity Fund to be established to provide the supplemental benefit for this category of retirees. Thereafter, the annual lump-sum amount to be contributed shall be adjusted by any future across-the-board wage increases and shall be predicated on the active headcount as of the cycle used for the payment of annuity monies encompassing the July 1 date

in each succeeding year and paid in accordance with the terms of the supplemental agreement. These amounts shall be paid into a separate Supplemental Annuity Fund maintained for this purpose. The Fund shall be maintained in accordance with the provisions of a supplemental agreement to be entered into between the City and the Union approved as to form by the Corporation Counsel and shall be subject to periodic audit by the Comptroller of the City of New York.

In the event that enabling legislation is required to achieve the above outcome, the City and the Uniformed Sanitationmen's Association agree to jointly support such legislation subject to approval by both the City and the union of the language and other terms of the said legislation and the understanding that the City shall not bear any other costs of the benefit improvement except to provide the annual amount set forth herein. In such case, the provisions of the above agreement shall not become final and binding unless and until the State Legislature and the Governor enact into law the provisions of the enabling legislation. In the event that the parties are unable to effectuate the above, the parties agree to meet to discuss what actions might be necessary or to determine a substitute benefit of equivalent value.

In the event that this agreement jeopardizes the tax qualifications of the City's pension systems, the City and the Uniformed Sanitationmen's Association agree to jointly work to resolve such issues, and, if necessary, to renegotiate the terms of this agreement.

Very truly yours,

/s/

James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____/s/_____
Harry Nespoli
President

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

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Re: Agreement covering the period from March 2, 2007
through September 20, 2011

Dear Mr. Nespoli:

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering March 2, 2007 through September 20, 2011, which results in a greater percentage wage increase, then, at the Uniformed Sanitationmen's Association's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment – through the final steps of the bargaining process.

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

Very truly yours,

/s/

James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____/s/_____
Harry Nespoli
President

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

Mr. Harry Nespoli
President
Uniformed Sanitationmen's Association
Local 831, IBT
23-25 Cliff Street
New York, NY 10038

Re: Agreement covering the period from March 2, 2007
through September 20, 2011 – "Additional Compensation Funds"

Dear Mr. Nespoli:

Effective August 21, 2011, the bargaining unit shall have available funds of 0.4063% in rate to enhance the underlying steps of the pay plan for new hires and/or to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 3.

The funds available shall be based on the applicable payroll,

including spinoffs and pensions, subject to mutual agreement of the parties.

Very truly yours,

/s/

James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 831, IBT

BY: _____/s/_____
Harry Nespoli
President

sanitation

JOHN J. DOHERTY
Commissioner
125 Worth Street, Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT,
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, New York 10038

Dear Mr. Nespoli:

This letter is to confirm our understanding with respect to the Union's position on certain issues raised during collective bargaining on October 7, 2005, between the City of New York and local 831 IBT.

The language of article VI, Section 2(d), which provides for an emergency list also states that if there is no emergency list in a district the "... regular established Sunday and Holiday list ..." will be used for emergencies and subject to call in and reporting requirements of that subsection.

The issue of a requirement that Sanitation Workers call their assigned work location when an emergency occurs can be satisfied with notification by the Department, through radio and television media, with an announcement that Sanitation Workers are to contact their respective work location for such assignment as may be required. This would be sufficient notice to the employees that they are required to call in.

This letter shall be subject to the currently effective collective bargaining agreement between the City of New York and Local 831 IBT and constitute part of the Agreement entered into between the parties.

Very truly yours,

/s/

John J. Doherty
Commissioner

c: James F. Hanley, Commissioner,
Office of Labor Relations
Michael A. Bimonte,
First Deputy Commissioner
Eugene S. Egan,
Director of Labor Relations

sanitation

JOHN J. DOHERTY
Commissioner
125 Worth Street, Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT,
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, New York 10038

Dear Mr. Nespoli:

This will confirm the Department of Sanitation's intention to apply the following procedure for lunch time truck diversion:

Where the need arises to divert a collection truck and crew to another area at lunch time, seniority will prevail for the loaders. Seniority will not prevail for the operator, unless the truck is diverted out of the district. This procedure shall only apply at the specific lunch location, wherever it is that day, that the officer and crew are present.

This letter shall constitute part of the Agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,

/s/

John J. Doherty
Commissioner

c: James F. Hanley, Commissioner,
Office of Labor Relations
Michael A. Bimonte,
First Deputy Commissioner
Eugene S. Egan,
Director of Labor Relations

sanitation

JOHN J. DOHERTY
Commissioner
125 Worth Street, Room 720
New York, NY 10013

Mr. Harry Nespoli
President
Local 831 IBT,
Uniformed Sanitationmen's Association
23-25 Cliff Street
New York, New York 10038

Dear Mr. Nespoli:

Please be advised that Sanitation Workers will not be moved between locations to replace Sanitation Workers on the same

shift who have been temporarily transferred to another location.

This letter shall constitute part of the agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,

/s/ John J. Doherty Commissioner

c: James F. Hanley, Commissioner, Office of Labor Relations Michael A. Bimonte, First Deputy Commissioner Eugene S. Egan, Director of Labor Relations

sanitation

JOHN J. DOHERTY Commissioner 125 Worth Street, Room 720 New York, NY 10013

Mr. Harry Nespoli President Local 831 IBT, Uniformed Sanitationmen's Association 23-25 Cliff Street New York, New York 10038

Dear Mr. Nespoli:

The Department of Sanitation expects that, except as provided below, there should be no further need for cancellation of chart days off provided that the number of volunteers does not decrease.

Further provided that fifty percent (50%) of the Sanitation Workers scheduled to be off on Mondays as a chart day will be subject to mandatory chart day cancellation.

Further provided that in the event of snow or other emergency, all chart day off cancellations will be on a mandatory basis.

This letter shall constitute part of the Agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,

/s/ John J. Doherty Commissioner

c: James F. Hanley, Commissioner, Office of Labor Relations Michael A. Bimonte, First Deputy Commissioner Eugene S. Egan, Director of Labor Relations

sanitation

JOHN J. DOHERTY Commissioner 125 Worth Street, Room 720 New York, NY 10013

Mr. Harry Nespoli President Local 831 IBT, Uniformed Sanitationmen's Association 23-25 Cliff Street New York, New York 10038

Dear Mr. Nespoli:

This will confirm our understanding that the "minimum qualifications" and "four week training and evaluation period" referred to in Article VI, Section 4(b)(ii) shall apply

only to employees newly transferred to the Bureau of Waste Disposal and shall not apply to assignments in the Bureau of Cleaning and Collection or to employees presently assigned to the Bureau of Waste Disposal.

Very truly yours,

/s/ John J. Doherty Commissioner

c: James F. Hanley, Commissioner, Office of Labor Relations Michael A. Bimonte, First Deputy Commissioner Eugene S. Egan, Director of Labor Relations

sanitation

JOHN J. DOHERTY Commissioner 125 Worth Street, Room 720 New York, NY 10013

Mr. Harry Nespoli President Local 831 IBT, Uniformed Sanitationmen's Association 23-25 Cliff Street New York, New York 10038

Dear Mr. Nespoli:

Please be advised that, notwithstanding the provisions of Article VI, Section 4(b)(iii), work assignments outside of location ordered after the beginning of a shift shall first be offered on a seniority basis to employees who are not presently involved in their assignments and are physically available. If a sufficient number of employees has not volunteered, inverse seniority among employees then available shall be utilized to determine such work assignments.

This letter shall constitute part of the Agreement entered into between the parties for all purposes, including without limitation, the grievance procedure.

Very truly yours,

/s/ John J. Doherty Commissioner

c: James F. Hanley, Commissioner, Office of Labor Relations Michael A. Bimonte, First Deputy Commissioner Eugene S. Egan, Director of Labor Relations

sanitation

JOHN J. DOHERTY Commissioner 125 Worth Street, Room 720 New York, NY 10013

Mr. Harry Nespoli President Local 831 I.B.T. Uniformed Sanitationmen's Association 23-25 Cliff street New York, New York 10038

Dear Mr. Nespoli:

This letter is in response to your inquiry concerning the target for payment of the "Dump-on-Shift" differential prior to the Staten Island Transfer Station becoming operational.

Until the Staten Island Transfer Station becomes operational the target for dump on shift is 44.6%. When the Staten Island Transfer Station becomes operational the target will revert to

the contractually required 45.6% for dumping on shift. Should you have any other questions on the matter please do not hesitate in contacting me.

Very truly yours,

/s/ John J. Doherty Commissioner

c: James F. Hanley Commissioner, Office of Labor Relations Michael A. Bimonte First Deputy Commissioner Eugene S. Egan Director of Labor Relations

• jy10

OFFICE OF THE MAYOR

CRIMINAL JUSTICE COORDINATOR'S OFFICE

NOTICE

The U.S. Department of Justice, Bureau of Justice Assistance (BJA), recently announced that \$7,046,812 is available for New York City under the Justice Assistance Grant (JAG) program. Funds may be used for several purpose areas, including: law enforcement programs, prosecution and court programs, prevention and education programs, corrections, drug treatment, planning, evaluation, and technology improvement programs.

The Mayor's Office of the Criminal Justice Coordinator, in consultation with the New York City Office of Management and Budget, is in the process of preparing a distribution plan for JAG funds. The City is required to submit an application for funding to BJA by July 9, 2009. Individuals or organizations who wish to provide comment about the distribution of JAG funds in New York City should send comments to:

Grant Coordinator New York City Mayor's Office of the Criminal Justice Coordinator One Centre Street, Room 1012 North New York, NY 10007

All comments must be received by July 9, 2009.

• jy6-10

MAYOR'S OFFICE OF CONTRACT SERVICES

NOTICE

PUBLIC NOTICE OF RATIFICATION OF MINOR RULES VIOLATION

On July 6, 2009, pursuant to Section 1-11(a)(ii) of the Concession Rules of the City of New York (Concession Rules), the City Chief Procurement Office (CCPO) ratified a minor Concession Rules violation request made on May 15, 2009 by the New York City Economic Development Corporation (NYCEDC) on behalf of the New York City Department of Small Business Services regarding NYCEDC's issuance of a Request for Proposals (RFP) for an Excursion Boat Operator at West Harlem Piers Park, Manhattan (Project Code # 2884). The RFP provides for a three (3) year term and is anticipated to be non-significant. NYCEDC and the CCPO have determined that the minor violation, which may have occurred with regard to NYCEDC's failure to comply with Section 1-13(a)(2) of the Concession Rules, resulted in no adverse impact on the quality or level of competition in the City for the relevant time period. The ratification will not violate any law applicable to the concession process. Given the seasonal nature of this concession, the ratification of this minor Concession Rules violation is in the best interests of the City so as to allow for the timely procurement of a concessionaire.

• jy10

CHANGES IN PERSONNEL

Table with 6 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Subheader: OFFICE OF THE MAYOR FOR PERIOD ENDING 06/26/09

Table with 6 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Subheader: CAMPAIGN FINANCE BOARD FOR PERIOD ENDING 06/26/09

Table with 6 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Subheader: NYC EMPLOYEES RETIREMENT SYS FOR PERIOD ENDING 06/26/09

Table with 6 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Subheader: BOROUGH PRESIDENT-BRONX FOR PERIOD ENDING 06/26/09

Table with 6 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Subheader: BOROUGH PRESIDENT-STATEN IS FOR PERIOD ENDING 06/26/09

Table with 7 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows: BATTAGLIA, JACQUELI, 10209, \$8.0000, APPOINTED, YES, 06/10/09; BRYANTSEV, JESSICA C, 06432, \$7.1500, APPOINTED, YES, 06/19/09

OFFICE OF THE COMPTROLLER FOR PERIOD ENDING 06/26/09

Table with 6 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows: CHOPRA, EKTA, 10050, \$63000.0000, RESIGNED, YES, 04/19/09; SURINARAIN, JERRY, 40510, \$56305.0000, APPOINTED, YES, 06/14/09

OFFICE OF EMERGENCY MANAGEMENT FOR PERIOD ENDING 06/26/09

Table with 6 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows: FRANKEL, MARK, A, 06765, \$77334.0000, INCREASE, YES, 06/08/09; STANTON, AARON, M, 56058, \$45000.0000, APPOINTED, YES, 06/07/09

OFFICE OF MANAGEMENT & BUDGET FOR PERIOD ENDING 06/26/09

Table with 6 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows: DOMANSKY, WILLIAM, S, 06088, \$48482.0000, APPOINTED, YES, 06/07/09; FRAVLEN, ROMAIN, S, 06088, \$87424.0000, INCREASE, YES, 05/17/09; GHOSAL, CHANDRA, S, 06088, \$48482.0000, APPOINTED, YES, 06/14/09; LOPEZ, STEVEN, W, 10232, \$17.0000, RESIGNED, YES, 06/14/09; MAYO, ANGELO, K, A, 06088, \$48482.0000, APPOINTED, YES, 06/07/09; POULSEN, JACOB, C, 06088, \$54542.0000, RESIGNED, YES, 06/14/09

LAW DEPARTMENT FOR PERIOD ENDING 06/26/09

Table with 6 columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Rows: CALLOWAY, SHELLEY, V, 80609, \$31414.0000, RESIGNED, NO, 06/14/09; CORRELL, RAHEEN, K, 10251, \$13.6100, APPOINTED, YES, 06/07/09; DAVIS, JENNIFER, 10251, \$13.6100, APPOINTED, YES, 06/07/09; HARRISON, JENNIFER, N, 10251, \$16.7900, APPOINTED, YES, 06/10/09; KHAN, SHAFIQ, 10232, \$14.2800, APPOINTED, YES, 05/31/09; KING, DELICIA, 10251, \$13.6100, APPOINTED, YES, 06/14/09; MANGINO, MARIE, T, 10251, \$19.3100, RETIRED, YES, 06/01/09; MARKE, ARITON, 10251, \$13.6100, APPOINTED, YES, 06/07/09; MASCETTI, DAVID, M, 10251, \$16.7900, APPOINTED, YES, 06/07/09; NICOME, KENWYN, 10251, \$30683.0000, APPOINTED, YES, 06/07/09; PANFIL, SARA, J, 10251, \$16.7900, APPOINTED, YES, 06/07/09; PERALA, BRETT, 30112, \$70898.0000, RESIGNED, YES, 06/14/09

Table with columns: NAME, LAST, FIRST, M, A, S, TITLE, SALARY, ACTION, PROV, EFF DATE. Rows include RODRIGUEZ, RUMORE, VICTOR, ZUBER.

DEPARTMENT OF INVESTIGATION FOR PERIOD ENDING 06/26/09

Table with columns: NAME, LAST, FIRST, M, A, S, TITLE, SALARY, ACTION, PROV, EFF DATE. Rows include CANUELAS, SUGRIM.

CIVILIAN COMPLAINT REVIEW BOARD FOR PERIOD ENDING 06/26/09

Table with columns: NAME, LAST, FIRST, M, A, S, TITLE, SALARY, ACTION, PROV, EFF DATE. Rows include ABAYEV, ASENCIO, BAEZ, BESDIN, BOBE-SALEH, CARPENTER, DENITTO, GOLDAPPER, HAVUMAKI, HOY, JARETT, JOHNSON, JOHNSON, LEE, OGBOYE, PENA, ROBINSON, WILLIAMS.

POLICE DEPARTMENT FOR PERIOD ENDING 06/26/09

Table with columns: NAME, LAST, FIRST, M, A, S, TITLE, SALARY, ACTION, PROV, EFF DATE. Rows include AHMED, ANDRES, AYALA, AZZINARO, BARKSDALE, BEAU, BECKWITH, BEDENBAUGH, BENIQUEZ, BERMAN, BETHUNE, BLAIR, BLOMQUIST, BRAVO, BRIOCHE, BRUCE, BRYANT, CAMMISA, CARO, CARRERO, CHIODI, COCO, CODIGLIA, COLLADO, COLON, CONNOLLY, CUMMINGS, CUMMINGS, DAMIS, DANGELICO, DANTONI, DAWOD, DIBENEDDETTO, DICKSON, ECHAVERRY, PALABELLA, FEUERSTEIN, FITZGERALD, FOSTER, GALILEO III, GAYNES, GLOVER, GOLDEN, GOMEZ, GONZALEZ, GORGIA-JORDAN, GRANT, GUIDO, HARRINGTON, HARRIS, HAYDEN, HE, HERNANDEZ, HILL, IRIZARRY, JENNINGS, JONES, JONES, JOO, JORDAN, JOSEPH, KAPOOR, LAUDADIO, LEE, LIEPFKE, LITTLE, LOCCISANO, LONEY, LOPEZ, LOPEZ-BIVINS, MACKIE, MAKARIN, MARKOVICH, MARRERO, MARRERO, MARTINEZ, MATIAS, MAURIELLO, MAYES, MCMANUS, MILTON III, MOORE, MORAN, MOSCA, MOSELEY, MOTTA, NEWSOM, NISIMOV, NOBLE, NOLAN, O'REILLY, OPOKU JR, OVIEDO, PASCARELLA, PENA, PEREZ, PETERS, RABY, RAHMAN, RAINES, RAMIREZ, RICHARDSON, RIVERA, ROCKOWITZ, ROGERS, ROSARIO, RYDER, SAHAMAN, SANCHEZ-BROWN, SANDERSON, SCEICZINA, SCHERER, SERRANO-NIEVES, SHAMINA, SHINN, SLADE, SOTO CENTENO, SPINDELMAN, STACKS.

Table with columns: NAME, LAST, FIRST, M, A, S, TITLE, SALARY, ACTION, PROV, EFF DATE. Rows include TIRADO, TRIOLO, VARGAS, VASQUEZ, VEGA, VELOZA, VU, WAGNER JR, WATSON, WILSON, YANG.

FIRE DEPARTMENT FOR PERIOD ENDING 06/26/09

Table with columns: NAME, LAST, FIRST, M, A, S, TITLE, SALARY, ACTION, PROV, EFF DATE. Rows include BERRIOS, CASTRO III, CEDENO, COLON JR, CREIGHTON-KIRK, DARCY, DEPINTO-ROBERTS, DESTINE, DIAZ JR, DUKES, GASPARIK, GERMAIN, GONZALEZ, HERNDON, HOSSEN, JACKSON, KELLETT, MAHADEO, MALDONADO, MATHEW, MCDONALD, MITCHELL, MONK, MULI, NOELUS, REID, ROBERTS, ROSA, SALDIN, SANCHEZ, SANTOS, SARUBBI, SCHARBACK, SEIBERT, SHEA, SHERJANG, SMITH, SMITH, THEISS, WALKER, WAX.

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 06/26/09

Table with columns: NAME, LAST, FIRST, M, A, S, TITLE, SALARY, ACTION, PROV, EFF DATE. Rows include AARON, ACEVEDO, ADENIRAN, AIRHIAVBEBE, ALICEA, ALUNS, ARAZY, ARMAN, ASOGWA, AVERO, AYUSO, BACCHUS, BARISS, BASKERVILLE, BASSY, BEEN, BELL, BEYDA, BIBBER, BLACKMAN, BLACKWOOD, BROWN, BURNETTE, CALLENDER, CALTABIANO, CAMPBELL, CAO, CARMICHAEL, CARROLL, CARUS, CASTILLO, CHRISTENSEN, CIPOLLONE, COTTO JR, COWELL, CUMMINGS, DAILEY, DALLO, DANQUAH, DAUGHTRY, DAWSON, DELAMOTA, DEMASO, DENIS, DILLIBERTI, EASTON, ERNST, EVANS, FAHM, FALVEY, FIGUEROA, FORD, FUCHU, GARY, GBAIN, GOLDSTEIN, GRANT, GRANT, GREEN, GREENE, GULNICK, HALL, HARDING, HARDING, HAYES, HAYNES-WHITE, HENRY, HERRERA JR, HETSBERGER, HOLMES, HUI, INNISS, JACKSON, JENKINS, JOHANNES, JOHNS, JOHNSON, JOHNSON, JONES, KARIMU, KASHI, KELLY, KLEIN, KOPELYANOVA, LALL, LAPORTE.

READER'S GUIDE

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

NOTICE TO ALL NEW YORK CITY CONTRACTORS

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

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

CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION RELATED SERVICES

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

VENDOR ENROLLMENT APPLICATION

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

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

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

Attention Existing Suppliers:

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

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

SELLING TO GOVERNMENT TRAINING WORKSHOP

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

PRE-QUALIFIED LIST

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

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

NON-MAYORAL ENTITIES

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

PUBLIC ACCESS CENTER

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

ATTENTION: NEW YORK CITY MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

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

PROMPT PAYMENT

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

PROCUREMENT POLICY BOARD RULES

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

COMMON ABBREVIATIONS USED IN THE CR

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

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

KEY TO METHODS OF SOURCE SELECTION

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

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

- NA/9 New contractor needed for changed/additional work
- NA/10 Change in scope, essential to solicit one or limited number of contractors
- NA/11 Immediate successor contractor required due to termination/default

For Legal services only:

- NA/12 Specialized legal devices needed; CP not advantageous
- WA **Solicitation Based on Waiver/Summary of Circumstances** (Client Services/BSB or CP only)
 - WA1 Prevent loss of sudden outside funding
 - WA2 Existing contractor unavailable/immediate need
 - WA3 Unsuccessful efforts to contract/need continues
- IG **Intergovernmental Purchasing** (award only)
 - IG/F Federal
 - IG/S State
 - IG/O Other
- EM **Emergency Procurement** (award only) An unforeseen danger to:
 - EM/A Life
 - EM/B Safety
 - EM/C Property
 - EM/D A necessary service
- AC **Accelerated Procurement**/markets with significant short-term price fluctuations
- SCE **Service Contract Extension**/insufficient time; necessary service; fair price

Award to Other Than Lowest Responsible & Responsive Bidder or Proposer / Reason (award only)

- OLB/a anti-apartheid preference
- OLB/b local vendor preference
- OLB/c recycled preference
- OLB/d other: (specify)

HOW TO READ CR PROCUREMENT NOTICES

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

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

SAMPLE NOTICE:

POLICE

DEPARTMENT OF YOUTH SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

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

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

NYPD, Contract Administration Unit, 51 Chambers Street, Room 310, New York, NY 10007. Manuel Cruz (646) 610-5225.

☛ m27-30

ITEM	EXPLANATION
POLICE DEPARTMENT	Name of contracting agency
DEPARTMENT OF YOUTH SERVICES	Name of contracting division
■ SOLICITATIONS	Type of Procurement action
<i>Services (Other Than Human Services)</i>	Category of procurement
BUS SERVICES FOR CITY YOUTH PROGRAM	Short Title
CSB	Method of source selection
PIN # 056020000293	Procurement identification number
DUE 04-21-03 AT 11:00 am	Bid submission due 4-21-03 by 11:00 am; bid opening date/time is the same.

Use the following address unless otherwise specified in notice, to secure, examine- submit bid/proposal documents; etc.

NYPD, Contract Administration Unit 51 Chambers Street, Room 310 New York, NY 10007. Manuel Cruz (646) 610-5225.

☛ Indicates New Ad
m27-30 Date that notice appears in City Record

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