



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, the Brooklyn Borough President will hold a public hearing on the following matter in the **Borough President's Conference Room, Brooklyn Borough Hall, 209 Joralemon Street, Brooklyn, New York 11201, commencing at 5:00 P.M. on Tuesday, June 22, 2010.**

**CALENDAR ITEM 1
DSNY BROOKLYN DISTRICT 3 GARAGE
525 JOHNSON AVENUE
PROPERTY ACQUISITION
COMMUNITY DISTRICT 1
100258 P/QK/100264 P/QK**

In the matter of applications submitted by the Department of Sanitation and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City charter, for acquisition of properties located at 525 Johnson Avenue and 145 Randolph Street for continued use as a garage and parking lot, respectively.

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.

☛ j15-21

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, June 17, 2010** 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.**

CD 07 - BSA# 739-76 BZ - IN THE MATTER OF an application submitted by Joseph Morsellino Esq. on behalf of Cord Meyer Development Corp., pursuant to Section 73-03 of the NYC Zoning Resolution, for a one-year renewal of a special permit to operate an amusement arcade (U.G.15) in a

C4-1 district located at **212-95 26th Avenue**, Block 5900, Lot 2, Zoning Map 11a, Bayside, Borough of Queens.

CD 01 - ULURP #100145 ZMQ - IN THE MATTER OF an application submitted by Kramer Levin Naftalis and Frankel LLP on behalf of Hour Children, Inc., pursuant to Sections 197-c and 201 of the NYC Charter for an amendment of the Zoning Map, Section No(s) 9a, 9b:

1. changing from an M1-1 District to an R5D district property bounded by 36th Avenue, a line midway between 12th Street and 13th Street, 37th Avenue and 11th Street; and
2. establishing within a proposed R5D district a C1-3 overlay bounded by 36th Avenue, a line midway between 12th Street and 13th Street, a line 100 feet southwesterly of 36th Avenue, and 12th Street;

Borough of Queens, Community District 1, as shown on a diagram (for illustrative purposes only), dated May 10, 2010 and subject to the conditions of CEQR Declaration E-250.

j11-17

BUSINESS INTEGRITY COMMISSION

■ MEETING

NOTICE OF OPEN MEETING OF THE COMMISSIONERS

Pursuant to Section 104 of the Public Officers Law, notice is hereby given of open meeting of the Commissioners of the New York City Business Integrity Commission. The meeting will be held on Monday from 10:00 A.M. to 2:00 P.M. on June 28, 2010 at Spector Hall, 22 Reade Street, 1st Floor, New York, New York.

j14-17

CITY COUNCIL

■ PUBLIC HEARING

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

The Subcommittee on Zoning and Franchises will hold a public hearing on the following matters in the 16th Floor Hearing Room, 250 Broadway, New York City, New York 10007, commencing at 9:30 A.M. on Tuesday, June 15, 2010:

TRATTORIA DELL'ARTE

MANHATTAN CB - 5 **20105393 TCM**
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Cieli Partners, L.P., d/b/a Trattoria Dell'Arte for a revocable consent to establish, maintain and operate an unenclosed small sidewalk café located at 900 Seventh Avenue, Borough of Manhattan.

CAFÉ BUON GUSTO

BROOKLYN CB - 2 **20105441 TCK**
Application pursuant to Section 20-226 of the Administrative

Code of the City of New York, concerning the petition of BHRC Corp., d/b/a Café Buon Gusto, for a revocable consent to establish, maintain and operate an unenclosed sidewalk café located at 151 Montague Street, Borough of Brooklyn.

BAR PITTI

MANHATTAN CB - 2 **20105495 TCM**
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Bar Giacosa Corp., d/b/a Bar Pitti, for a revocable consent to establish, maintain and operate an unenclosed sidewalk café located at 268 Sixth Avenue, Borough of Manhattan.

PAPASITO

MANHATTAN CB - 12 **20105514 TCM**
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Vida Mexicana, Inc., for a revocable consent to establish, maintain and operate an unenclosed sidewalk café located at 223 Dyckman Street, Borough of Manhattan.

EAST FORDHAM ROAD

BRONX CB - 6 **C 090143 ZMX**
Application submitted by 625 Fordham, LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 3c:

1. changing from a C8-1 District to an R6 District property bounded by Hughes Avenue, a line 100 feet northeasterly of East Fordham Road, Belmont Avenue and East Fordham Road;
2. establishing within an existing and proposed R6 District a C2-4 District bounded by Hughes Avenue, a line perpendicular to the northwesterly street line of Belmont Avenue distant 100 feet northeasterly (as measured along the street line) from the point of intersection of the northeasterly street line of East Fordham Road and the northwesterly street line of Belmont Avenue, Belmont Avenue and East Fordham Road.

as shown in a diagram (for illustrative purposes only) dated January 4, 2010, and subject to the conditions of CEQR Declaration E-244.

HUDSON YARDS GARMENT CENTER

MANHATTAN CB - 4 **N 100217 ZRM**
Application submitted by the Department of City Planning, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to Article IX, Chapter 3 (Special Hudson Yards District) and Article XII, Chapter 1 (Special Garment Center District).

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

Chapter 3
Special Hudson Yards District
* * *

93-50
SPECIAL HEIGHT AND SETBACK REGULATIONS
In Subdistricts A, B and C, and Subareas D1, D2 and D3 of the Hell's Kitchen Subdistrict D, and Subdistrict E, the height and setback regulations set forth in paragraphs (a) through (d) of Section 93-42 (Height and Setback in Subdistricts A, B, C, D, E and F) shall apply, except that such regulations are modified in certain locations as set forth in this Section. Such modifications include the establishment of #street wall# location regulations, and minimum and maximum base heights, as shown on Map 3 (Mandatory Street Wall Requirements) of Appendix A. Such modifications also include depths of required setbacks, maximum length of building walls for towers, and tower #lot coverage#. Special provisions for recesses and sidewalk widenings are as follows:

- (a) Recesses
Where #street walls# are required to be located on

#street lines# or sidewalk widening lines, ground floor recesses up to three feet deep shall be permitted for access to building entrances, and deeper recesses shall be permitted only where necessary to comply with the pedestrian circulation space provisions of Section 93-63. Above a height of 60 feet for #buildings# fronting upon 34th Street in Subdistrict C or above a height of 50 feet for #buildings# fronting upon Tenth Avenue in Subdistrict C and Subdistrict D, and up to any specified minimum base height, recesses are permitted provided that the aggregate length of such recesses does not exceed 30 percent of the length of the required #street wall# at any level, and the depth of such recesses does not exceed five feet. No limitations on recesses shall apply above any specified minimum base height or to any portion of a #zoning lot# where #street walls# are not required.

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

93-53
Special Height and Setback Regulations in the 34th Street Corridor Subdistrict C

(a) 34th Street
For #zoning lots# with frontage on 34th Street, the #street wall# of any #development# or #enlargement# shall be located on and extend along the entire West 34th Street #street line#, except that to allow for corner articulation, the #street wall# may be located anywhere within an area bounded by intersecting #street lines# and lines 15 feet from and parallel to such #street lines#. Such #street walls# shall rise without setback to a minimum base height of 120 feet and a maximum base height of 150 feet. For #corner lots#, these provisions shall also apply along any intersecting #street line# for a minimum distance of 50 feet and a maximum distance of 100 feet from its intersection with West 34th Street. Above a height of 150 feet, the setback provisions of paragraph (b) of Section 93-42 shall apply.

(b) Tenth Avenue
For #zoning lots# with frontage on Tenth Avenue, the provisions of paragraph (a) of Section 93-541 shall apply.

(c) Midblocks between Eighth Avenue and Ninth Avenue
For #zoning lots# with frontage on West 33rd Street or West 35th Street beyond 100 feet of Eighth Avenue and Ninth Avenue, the #street wall# of any #development# or #enlargement# shall be located on and extend along the entire West 33rd Street or West 35th Street frontage of the #zoning lot# not occupied by existing buildings to remain. Such #street wall# shall rise without setback to a minimum base height of 80 feet and a maximum base height of 90 feet. However, if the height of an adjacent #street wall# fronting on the same #street line# is higher than 90 feet before setback, the #street wall# of the new or #enlarged building# may rise without setback to the height of such adjacent #street wall#, up to a maximum height of 120 feet. Above a height of 90 feet or the height of the adjacent #street wall# if higher than 90 feet, the setback provisions of paragraph (b) of Section 93-42 shall apply. The #street wall# of any #development# or #enlargement# may rise to a height less than 80 feet provided that no #building# on the #zoning lot# exceeds such height.

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

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

For #zoning lots# with frontage on Eighth Avenue, the #street wall# of a #development# or #enlargement# shall be located on the Eighth Avenue sidewalk widening line and, where applicable, on the West 39th Street and West 40th Street #street lines#, and extend along the entire #street# frontage of the #zoning lot#. Such #street walls# shall rise without setback to a minimum height of 90 feet and a maximum height of 120 feet. The #street wall# of any #development# or #enlargement# may rise to a height less than 90 feet provided that no #building# on the #zoning lot# exceeds such height.

Above a height of 120 feet, no portion of the #development# or #enlargement# shall penetrate a #sky exposure plane# that begins at a height of 120 feet above the Eighth Avenue sidewalk widening line and #street lines# of West 39th Street and West 40th Street, as applicable, and rises over the #zoning lot# at a slope of four feet of vertical distance, for each foot of horizontal distance, except as provided below:

- (a)(1) any portion of the #building# or other structure developed# or #enlarged# pursuant to the tower regulations of Sections 33-45 or 35-63, as applicable, may penetrate the #sky exposure plane#;
- (b)(2) permitted obstructions, as listed in paragraph (a) of Section 93-41, may penetrate the #sky exposure plane#. In addition, a dormer, as listed in paragraph (c) of Section 23-62, may penetrate the #sky exposure plane#.

(b) Zoning lots without Eighth Avenue frontage

For #zoning lots# without frontage on Eighth Avenue, the #street wall# of a #development# or #enlargement# shall be located on the #street line# and extend along the entire #street# frontage of the #zoning lot# not occupied by existing #buildings# to remain. Such #street walls# shall rise without setback to a minimum base height of 80 feet and a maximum base height of 90 feet. However, if the height of an adjacent #street wall# fronting on the same #street line# is higher than 90 feet before setback, the #street wall# of the new or #enlarged building# may rise without setback to the height of such adjacent #street wall#, up to a maximum height of 120 feet. Above a height of 90 feet or the height of the adjacent #street wall# if higher than 90 feet, the setback provisions of paragraph (b) of Section 93-42 shall apply. The #street wall# of any #development# or #enlargement# may rise to a height less than 80 feet provided that no #building# on the #zoning lot# exceeds such height.

Appendix A

Map 3: Mandatory Street Wall Requirements



	Minimum Base Height	Maximum Base Height	Percentage of zoning lot street frontage that must be occupied by a street wall
-----	60'	85'	100%
.....	60'	85'	None
.....	60'	120'	50%
.....	80'	90'	100%
.....	90'	120'	70%
.....	60'	150'	70%
.....	90'	120'	100%
.....	90'	150'	100%
.....	90'	150'	70%
.....	90'	150'	35%
.....	120'	150'	100%

*For Street Wall requirements of Subdistrict F See Map 9

Article XII - Special Purpose Districts

Chapter 1
Special Garment Center District

121-30
SPECIAL BULK REGULATIONS WITHIN PRESERVATION AREA P-2

121-32
Height of Street Walls and Maximum Building Height

The #street wall# of any #development# or #enlargement# shall be located on the #street line# and extend along the entire #street# frontage of the #zoning lot# not occupied by existing #buildings# to remain. On a #zoning lot# with frontage of at least 200 feet, up to 20 percent of the #aggregate width of the street wall#, for a maximum width of

50 feet, may be recessed to a maximum depth of 15 feet from the #street line#, provided the recessed area is located a minimum of 20 feet from an adjacent #building# and that a minimum of 60 percent of such area be planted with any combination of grass, ground cover, shrubs, trees or other living plant material. Such #street wall# shall rise without setback to a maximum height of 90 feet or the height of the #building#, whichever is less. However, if the height of an adjacent #street wall# fronting on the same #street line# is higher than 90 feet before setback, the #street wall# of the new or #enlarged building# may rise without setback to the height of such adjacent #street wall#, up to a maximum height of 120 feet. Above a height of 90 feet or the height of the adjacent #street wall# if higher than 90 feet, no portion of the #development# or #enlargement# shall penetrate a #sky exposure plane# that begins at a height of 90 feet above the #street line# or the height of the adjacent #street wall# if higher than 90 feet and rises over the #zoning lot# at a slope of four feet of vertical distance for each foot of horizontal distance to a maximum height limit of 250 feet, except as provided below:

- (a) any portion of the #building# or other structure developed# or #enlarged# pursuant to the tower regulations of Sections 33-45 or 35-63, as applicable, may penetrate the #sky exposure plane#, provided no portion of such #building# or other structure# exceeds the height limit of 250 feet; and
- (b) permitted obstructions, as listed in paragraph (a) of Section 93-41, may penetrate the #sky exposure plane# and the height limit of 250 feet. In addition, a dormer, as listed in paragraph (c) of Section 23-62, may penetrate the #sky exposure plane#.

(a) Height of #street walls#
The #street wall# of any #development# or #enlargement# shall be located on the #street line# and extend along the entire #street# frontage of the #zoning lot# not occupied by existing #buildings# to remain. Such #street wall# shall rise without setback to a minimum base height of 80 feet and a maximum base height of 90 feet. However, if the height of an adjacent #street wall# fronting on the same #street line# is higher than 90 feet before setback, the #street wall# of the new or #enlarged building# may rise without setback to the height of such adjacent #street wall#, up to a maximum height of 120 feet.

For #zoning lots# or portions thereof, with #street# frontage of 25 feet or less existing on (the date of amendment), a minimum base height lower than 80 feet shall be permitted along such #street# frontage in accordance with the following provisions:

- (1) where the height of an adjacent #street wall# fronting on the same #street line# is at least 60 feet and less than 80 feet, the #street wall# of the new or #enlarged building# may rise without setback to the height of such adjacent #street wall#; or
- (2) where the height of an adjacent #street wall# fronting on the same #street line# is less than 60 feet, the #street wall# of the new or #enlarged building# may rise without setback to a minimum #street wall# height of 60 feet.

The #street wall# of any #development# or #enlargement# may rise to a height less than the minimum base height required pursuant to this paragraph, (a), provided that no #building# on the #zoning lot# exceeds such height.

(b) Maximum #building# height

Above a height of 90 feet or the height of the adjacent #street wall# if higher than 90 feet, no portion of the #development# or #enlargement# shall penetrate a #sky exposure plane# that begins at a height of 90 feet above the #street line#, or the height of the adjacent #street wall# if higher than 90 feet, and rises over the #zoning lot# at a slope of four feet of vertical distance for each foot of horizontal distance to a maximum height limit of 250 feet, except as provided below:

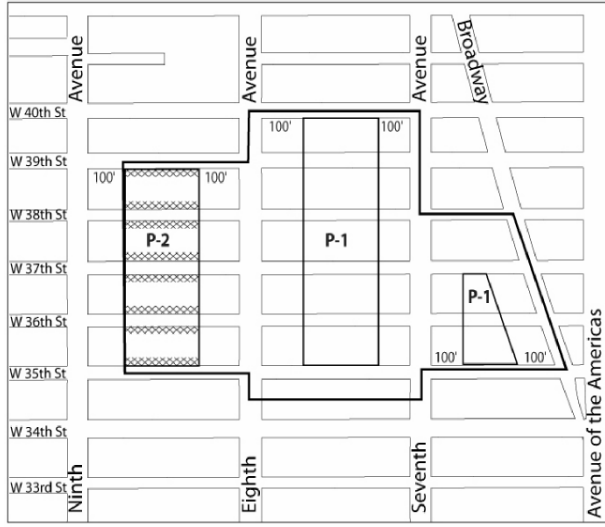
- (1) any portion of the #building# or other structure developed# or #enlarged# pursuant to the tower regulations of Sections 33-45 or 35-63, as applicable, may penetrate the #sky exposure plane#, provided no portion of such #building# or other structure# exceeds the height limit of 250 feet; and
- (2) permitted obstructions, as listed in paragraph (a) of Section 93-41, may penetrate the #sky exposure plane# and the height limit of 250 feet. In addition, a dormer, as listed in paragraph (c) of Section 23-62, may penetrate the #sky exposure plane#.

On a #zoning lot# with frontage of at least 200 feet along at least one #street#, up to 20 percent of the #aggregate width of the street wall# facing such #street#, for a maximum width of 50 feet, may be recessed to a maximum depth of 15 feet from the #street line#, provided the recessed area is located a minimum of 20 feet from an adjacent #building# and that a minimum of 60 percent of such area be planted with any combination of grass, ground cover, shrubs, trees or other living plant material.

APPENDIX A

Special Garment Center District Plan

Appendix A
Special Garment Center District Plan



Special Garment Center District
Preservation Area
Street wall required for 100% of zoning lot street frontage pursuant to 121-32(a)

ELLIOT CHELSEA HOUSING

MANHATTAN CB - 4 **N 100262 ZRM**
Application submitted by the New York City Housing Authority (NYCHA) and 25th Street Chelsea Equities LLC pursuant to Section 201 of the New York City Charter for an amendment of the Zoning Resolution of the City of New York relating to Article II, Chapter 3 (Height and Setback Regulations), Borough of Manhattan, and Community District 4.

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

23-60
HEIGHT AND SETBACK REGULATIONS

23-635
Special bulk regulations for certain sites in Community District 4, Borough of Manhattan

Within the boundaries of Community District 4 in the Borough of Manhattan, excluding the Special Clinton District, for #developments# or #enlargements# in R8 Districts without a letter suffix, on #zoning lots# larger than 1.5 acres which include #residences# for which #public funding#, as defined in Section 23-911 (General definitions) is committed to be provided, the City Planning Commission may authorize modifications of height and setback and in conjunction therewith reduce the amount of required off #street# parking, provided the Commission finds that such modifications will facilitate the provision of such #residences#, and such modifications will not unduly obstruct access of light and air to the detriment of the occupants or users of #buildings# on the #zoning lot# or nearby properties, open space, or #streets# and that the reduction in parking is consistent with the needs of the residents. Prior to issuing a building permit for any #development# or #enlargement# utilizing modifications granted by this authorization, the Department of Buildings shall be furnished with written notice of a commitment from the appropriate funding agency for the provision of such #public funding#.

The Commission may prescribe appropriate conditions and safeguards to minimize adverse effects on the character of the surrounding area.

The Subcommittee on Landmarks, Public Siting and Maritime Uses will hold a public hearing on the following matters in the 16th Floor Hearing Room, 250 Broadway, New York City, New York 10007, commencing at 11:00 A.M. on Tuesday, June 15, 2010:

GERMANIA FIRE INSURANCE COMPANY
MANHATTAN CB - 3 **N 100279 HKM**
Designation (List No. 427/LP-2354) by the Landmarks Preservation Commission pursuant to Section 3020 of the New York City Charter regarding the landmark designation of the Germania Fire Insurance Company Bowery Building, located at 357 Bowery (Block 459, Lot 7), as an historic landmark.

380 SEAT PRIMARY SCHOOL
QUEENS CB - 3 **20105362 SCQ**
Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, approximately 380-Seat Primary School Facility, to be located at 110-02 to 110-20 Northern Boulevard (Block 1725, Lot 1, 3, 4, 7, 8 and 11-13), Borough of Queens, Community School District No. 24.

390 SEAT INTERMEDIATE SCHOOL
BRONX CB - 4 **20105366 SCX**
Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, approximately 390-Seat Intermediate School Facility, to be located at 1065 Dr. Martin Luther King, Jr. Boulevard (Block 2527, Part of Lot 32), Borough of Bronx, Community School District No. 9.

600 SEAT PRIMARY SCHOOL
QUEENS CB - 5 **20105402 SCQ**
Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, approximately 600-Seat Primary School Facility, to be located at 55-20 Metropolitan Avenue (Block 3365, Lot 27), Borough of Queens, Community School District No. 24.

1,100 SEAT INTERMEDIATE/HIGH SCHOOL
QUEENS CB - 2 **20105483 SCQ**
Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, approximately 1,100-Seat Intermediate/High School Facility, to be located at 1-50 51st Avenue

known as Parcel B in the Special Southern Hunters Point District (Block 6, Part of Lot 1), Borough of Queens, Community School District No. 30.

850 SEAT INTERMEDIATE/HIGH SCHOOL
MANHATTAN CB - 5 **20105590 SCM**
Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, approximately 850-Seat Intermediate/High School Facility, to be located at 10 East 15th Street (Block 842, Lot 34), Borough of Manhattan, Community School District No. 2.

P.S. 51 (REPLACEMENT)
MANHATTAN CB - 4 **20105713 SCM**
Application pursuant to Section 1732 of the New York School Construction Authority Act, concerning the proposed site selection for a new, approximately 630-Seat Primary/Intermediate School Facility (P.S. 51 Replacement), to be located at 515-533 West 44th Street (Block 1073, Lot 1 in part), Borough of Manhattan, Community School District No. 2.

The Subcommittee on Planning, Dispositions and Concessions will hold a public hearing in the 16th Floor Hearing Room, 250 Broadway, New York City, New York 10007, commencing at 1:00 P.M. on Tuesday, June 15, 2010:

j9-15

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

The Subcommittee on Zoning and Franchises will hold a public hearing on the following matters in the Council Chambers, City Hall, New York City, New York 10007, commencing at 10:00 A.M. on Monday, June 21, 2010:

DOMINO SUGAR
BROOKLYN CB - 1 **C 100185 ZMK**
Application submitted by The Refinery LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 12c and 1 2d:

- changing from an M3 -1 District to an R6 District property bounded by South 3rd Street, a line 100 feet northwesterly of Wythe Avenue, South 4th Street and Kent Avenue;
- changing from an M3-1 District to an R8 District property bounded by the northwesterly centerline prolongation of South 1st Street, Kent Avenue, the northwesterly centerline prolongation of South 2nd Street, a line 235 feet northwesterly of Kent Avenue, the northwesterly centerline prolongation of South 3rd Street, Kent Avenue, South 5th Street and its northwesterly centerline prolongation, and the U.S. Pierhead Line;
- changing from an M3-1 District to a C6-2 District property bound by:
 - Grand Street and its northwesterly centerline prolongation, Kent Avenue, the northwesterly centerline prolongation of South 1st Street, and the U.S. Pierhead Line; and
 - the northwesterly centerline prolongation of South 2nd Street, Kent Avenue, the northwesterly centerline prolongation of South 3rd Street, and a line 235 feet northwesterly of Kent Avenue;
- establishing within a proposed R6 District a C2-4 District bounded by South 3rd Street, a line 100 feet northwesterly of Wythe Avenue, South 4th Street and Kent Avenue; and
- establishing within a proposed R8 District a C2-4 District bounded by the northwesterly centerline prolongation of South 1st Street, Kent Avenue, the northwesterly centerline prolongation of South 2nd Street, a line 235 feet northwesterly of Kent Avenue, the northwesterly centerline prolongation of South 3rd Street, Kent Avenue, South 5th Street and its northwesterly centerline prolongation, and the U.S. Pierhead Line;

as shown on a diagram (for illustrative purposes only) dated January 4, 2010.

DOMINO SUGAR
BROOKLYN CB - 1 **N 100186 ZRK**
Application submitted by Refinery LLC, Inc. pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, concerning Section 23-953 (Special floor area compensation provisions in specified areas), Section 62-35 (Special Bulk Regulations in Certain Areas Within Community District 1, Brooklyn), Section 62-352 (Inclusionary Housing), Section 52-83 (Non-Conforming Advertising Signs), and Appendix F (Inclusionary Housing Designated Areas) relating to the Inclusionary Housing Program and advertising signs on landmark buildings that are part of general large scale.

The Zoning Resolution of the City of New York, effective as of December 15, 1961, and subsequently amended, is further amended as follows:

23-953
Special floor area compensation provisions in specified areas

(b) Special provisions apply to #compensated zoning lots#:

- Within R6, R7-3, and R8 Districts and equivalent #Commercial Districts# on #waterfront blocks# in #Inclusionary Housing designated areas# #Waterfront Access Plan BK 1 and R7-3 Districts# within Community district 1, Borough of Brooklyn, as set forth in Section 62-352.

62-35
Special Bulk Regulations in Certain Areas Within Community District 1, Brooklyn
On #waterfront blocks# in #Inclusionary Housing designated areas# #R7-3 Districts# in Community District 1, Borough of Brooklyn, and within #Waterfront Access Plan BK 1#, the special #bulk# regulations of this Chapter are further modified as set forth in this Section, inclusive.

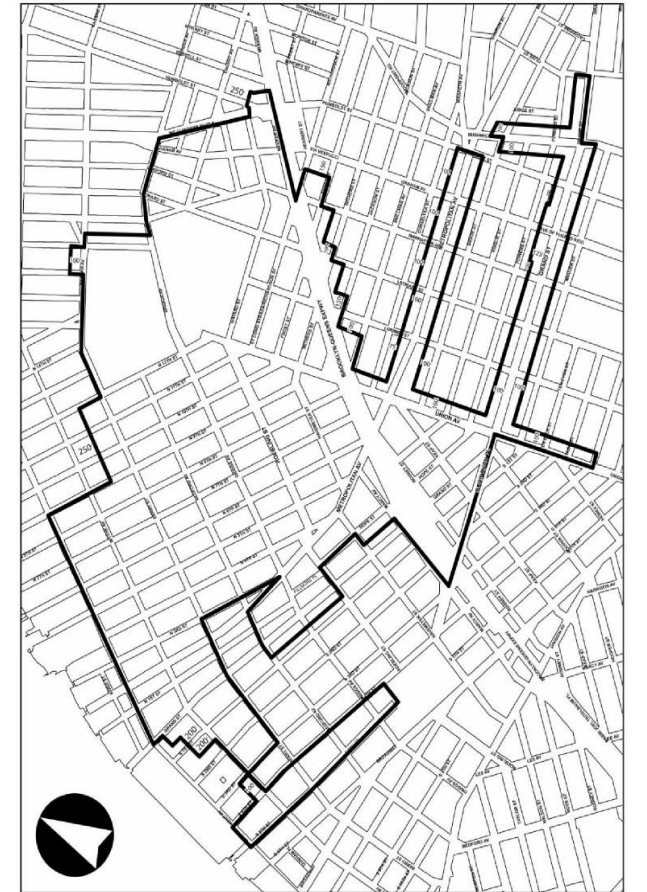
62-352
Inclusionary Housing
The provisions of Section 23-90 (INCLUSIONARY HOUSING) shall apply in R7-3 Districts #Inclusionary Housing designated areas# on #waterfront blocks# in

Community District 1, Borough of Brooklyn, and in R6 and R8 Districts within Waterfront Access Plan BK 1, as modified in this Section.

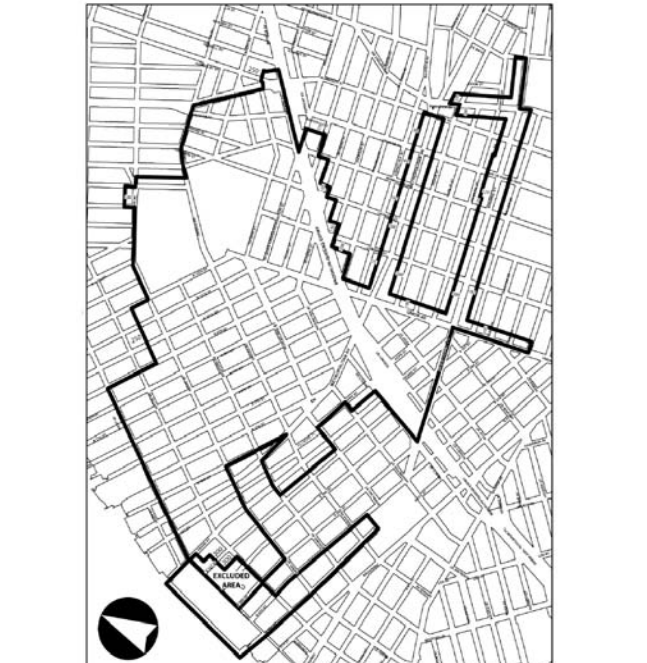
APPENDIX F
INCLUSIONARY HOUSING DESIGNATED AREAS
The boundaries of #Inclusionary Housing designated areas# are shown on the maps listed in this Appendix F. The #Residence Districts# listed for such areas shall include #Commercial Districts# where #residential buildings# or the #residential# portion of #mixed buildings# are governed by #bulk# regulations of such #Residence Districts#.

Brooklyn, Community District 1
In Waterfront Access Plan BK-1, as set forth in Section 62-352, and in the R6, R6A, R6B, R7A, and R7-3 and R8 Districts within the areas shown on the following Maps 1, 2 and 3:

Map 2 (3/06/06)



EXISTING (TO BE DELETED)
Portion Of Community District 1, Brooklyn
Map 2 (x/xx/xx)



PROPOSED
Portion of Community District 1, Brooklyn

ARTICLE V
Non-Conforming Uses and Non-Complying Buildings

52-83
Non-Conforming Advertising Signs
In all #Manufacturing Districts#, or in C1, C2, C4, C5-4, C6, C7 or C8 Districts, except as otherwise provided in Sections 3 2-66 (Additional Regulations for Signs Near Certain Parks and Designated Arterial Highways) or 42-55, any #non-conforming advertising sign# except a #flashing sign# may be structurally altered, reconstructed or replaced in the same location and position, provided that such structural alteration, reconstruction or replacement does not result in:

- the creation of a new #non-conformity# or an increase in the degree of #non-conformity# of such #sign#;
- an increase in the #surface area# of such #sign#;
- an increase in the degree of illumination of such #sign#.

However, in Community District 1 in the Borough of Brooklyn, a #non-conforming advertising sign# may be structurally altered, reconstructed or replaced in a different location, and may create a new #non-conformity# or #non-compliance#, or an increase in the degree of #non-conformity# or #non-compliance#, provided such #sign# is reconstructed pursuant to a Certificate of Appropriateness from the Landmarks Preservation Commission, is located on a landmark #building# that is part of a #general large scale development#, and there is no increase in the #surface area# or degree of illumination of such #sign#. Furthermore, the discontinuance provisions of Section 52-6 1 shall not apply to such #sign# provided such #sign# is reconstructed on the landmark #building# prior to the issuance of a temporary certificate of occupancy for any #use# within such #building#.

No #sign# that exceeds or is otherwise in violation of any illumination standard established by rule of the Department of Buildings shall be #non-conforming# as to such illumination standard one year after such rule becomes effective.

To the extent that such structural alteration, reconstruction or replacement of #non-conforming advertising signs# is permitted under the provisions of this Section, the provisions of the following Sections are modified:

Section 52-22 (Structural Alterations)
Sections 52-51 to 52-55, inclusive, relating to Damage or Destruction.

DOMINO SUGAR

BROOKLYN CB - 1 C 100187 ZSK
Application submitted by The Refinery LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to the following sections of the Zoning Resolution as modified:

1. Section 74-743(a)(1) - to allow the distribution of floor area within the general large scale development without regard for zoning lot lines; and
2. Section 74-743(a)(2) - to modify the requirements of Section 23-532 (Required rear yard equivalents), 23-711 (Standard minimum distance between buildings), 23-852 (Inner court recesses), 23-863 (Minimum distance between legally required windows and any wall in an inner court), 62-332 (Rear yards and waterfront yards) and 62-341 (Developments on land and platforms),

to facilitate a mixed use development on property bounded by Grand Street and its northwesterly prolongation, Kent Avenue, South 3rd Street, a line 100 feet westerly of Wythe Avenue, South 4th Street, Kent Avenue, South 5th Street and its northwesterly prolongation, and the U.S. Pierhead Line (Block 2414, Lot 1 and Block 2428, Lot 1), in R6/C2-4, R8/C2-4 and C6-2 Districts, within a General Large-Scale Development.

DOMINO SUGAR

BROOKLYN CB - 1 C 100188 ZSK
Application submitted by The Refinery LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-744(b) of the Zoning Resolution to allow residential and non-residential uses to be arranged on the same floor of adjacent building segments without regard for the regulations set forth in Section 32-42 (Location within Buildings) to facilitate the construction of a mixed use development on property located at 264-350 & 31 7-329 Kent Avenue, (Block 2414, Lot 1 and Block 2428 Lot 1), in a general large-scale development, Borough of Brooklyn, Community District 1, as modified.

☛ j15-21

NOTICE IS HEREBY GIVEN THAT the Council has scheduled the following public hearing on the matter indicated below:

The Subcommittee on Planning, Dispositions and Concessions will hold a public hearing on the following matter in the 16th Floor Hearing Room, 250 Broadway, New York City, New York 10007, commencing at 1:00 P.M. on Tuesday, June 15, 2010:

MOTHER ZION

MANHATTAN CB-10 20105714 HAM
Application submitted by the New York City Department of Housing Preservation and Development for Council approval, pursuant to the Private Housing Finance Law, for a voluntary dissolution, a termination of a prior tax exemption and a new tax exemption for property located on Block 2026/Lot 1, Borough of Manhattan, Council District No. 9.

j9-15

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, June 23, 2010, commencing at 10:00 A.M.

BOROUGH OF THE BRONX

No. 1

SHAKESPEARE AVENUE

CD 4 C 080109 MMX
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, and Section 5-430 *et seq.* of the New York City Administrative Code, for an amendment to the City Map involving:

- the elimination, discontinuance and closing of a portion of Shakespeare Avenue between West 172nd Street and the Cross Bronx Expressway;
- the establishment of a turn-around at the terminus of Shakespeare Avenue north of West 172nd Street;
- the establishment of a park addition, within the area bounded by Jesup Avenue, West 172nd Street, Nelson Avenue and the Cross Bronx Expressway;
- the delineation of a sewer corridor; and
- any adjustment of grades necessitated thereby,

including authorization for any acquisition or disposition of real property related thereto, in accordance with Map No. 13119 dated December 30, 2009, revised May 27, 2010, and signed by the Borough President.

BOROUGH OF STATEN ISLAND

No. 2

SIMONSON AVENUE BRIDGE

CD 1 C 900563 MMR
IN THE MATTER OF an application, submitted by the Department of Transportation, pursuant to Sections 197-c and 199 of the New York City Charter, for an amendment to the City Map involving:

- The modification of grades on Simonson Avenue between Heusden Street and Richmond Terrace,

in accordance with Map No. 4126 dated May 14, 1993 and signed by the Borough President.

No. 3

GRANITE AVENUE

CD 1 C 900624 MMR
IN THE MATTER OF an application, submitted by the Department of Transportation, pursuant to Sections 197-c and 199 of the New York City Charter, for an amendment to the City Map involving:

- The modification of street lines and grades on Granite Avenue between Walker Street and LaSalle Street,

in accordance with Map No. 4125 dated May 14, 1993, revised August 11, 2009, and signed by the Borough President.

BOROUGH OF MANHATTAN

No. 4

SOHO CAST IRON HISTORIC DISTRICT

CD2 N 100418 HKM
IN THE MATTER OF a communication dated May 19, 2010, from the Executive Director of the Landmarks Preservation Commission regarding the landmark designation of SoHo-Cast Iron Historic District Extension, designated by the Landmarks Preservation Commission on May 11, 2010 (List No. 429, LP No. 2362). The district boundaries are:

Area 1: The SoHo-Cast Iron Historic District Extension consists of the properties bounded by a line beginning at the southwest corner of West Broadway and West Houston Street, then extending westerly along the southern curbline of West Houston Street, southerly along the western property lines of 482 and 480 West Broadway, westerly along the northern property line of 474-478 West Broadway (aka 146 Thompson Street) to the eastern curbline of Thompson Street, southerly along the eastern curbline of Thompson Street to a point formed by its intersection with a line extending westerly from a part of the southern property line of 468- 472 West Broadway (aka 138-150 Thompson Street), easterly along a portion of the southern property line of 468-472 West Broadway (aka 138-150 Thompson Street), southerly along the western property lines of 460 to 454 West Broadway and 157 Prince Street to the northern curbline of Prince Street, easterly along the northern curbline of Prince Street to a point formed by its intersection with a line extending northerly from the western property line of 150-154 Prince Street (aka 436-442 West Broadway), southerly across Prince Street and along the western property line of 150-154 Prince Street (aka 436-442 West Broadway), westerly along the northern property line of 430-436 West Broadway, southerly along the western property line of 430-436 West Broadway, westerly along the northern property line of 426-428 West Broadway (aka 102-104 Thompson Street) to the eastern curbline of Thompson Street, southerly along the eastern curbline of Thompson Street to a point formed by its intersection with a line extending westerly from the southern property line of 426-428 West Broadway (aka 102-104 Thompson Street), easterly along the southern property line of 426-428 West Broadway (aka 102-104 Thompson Street), southerly along the western property lines of 424 and 422 West Broadway, westerly along the northern property line of 418-420 West Broadway (aka 94-96 Thompson Street) to the eastern curbline of Thompson Street, southerly along the eastern curbline of Thompson Street to a point formed by its intersection with a line extending westerly from the southern property line of 418-420 West Broadway (aka 94-96 Thompson Street), easterly along the southern property line of 418-420 West Broadway (aka 94-96 Thompson Street), southerly along the western property lines of 414-416 West Broadway and 169 Spring Street to the northern curbline of Spring Street, easterly along the northern curbline of Spring Street to a point formed by its intersection with a line extending northerly from the western property line of 166 Spring Street (aka 402-404 West Broadway), southerly across Spring Street and along the western property line of 166 Spring Street (aka 402-404 West Broadway), westerly along the northern property line of 400 West Broadway, southerly along the western property lines of 400 to 390 West Broadway, easterly along the southern property line of 390 West Broadway, southerly along the western property lines of 386-388 to 378-380 West Broadway and a portion of the western property line of 372-376 West Broadway (aka 504-506 Broome Street), easterly along a portion of the southern property line of 372-376 West Broadway (aka 504-506 Broome Street), southerly along a portion of the western property line of 372-376 West Broadway (aka 504-506 Broome Street) and across Broome Street (Watts Street) to the southern curbline of Broome Street (Watts Street), westerly along said curbline to a point formed by its intersection with a line extending northerly from the western property line of 505 Broome Street (aka 366-368 West Broadway and 1-3 Watts Street), southerly along the western property line of 505 Broome Street (aka 366-368 West Broadway and 1-3 Watts Street), westerly long a portion of the northern property line of 362-364 West Broadway, southerly along a portion of the western property line of 362-364 West Broadway, westerly long a portion of the northern property line of 362-364 West Broadway, southerly along a portion of the western property line of 362-364 West Broadway, easterly along the southern property line of 362-364 West Broadway to the centerline of West Broadway, northerly along the centerline of West Broadway to a point formed by its intersection with a line extending easterly from the southern curbline of West Houston Street, then westerly to the point of the beginning.

Area 2: The SoHo-Cast Iron Historic District Extension consists of the properties bounded by a line beginning at the southwest corner of Lafayette Street and East Houston Street, then extending southerly along the western curbline of Lafayette Street, across Prince Street and following the curve of Lafayette Street to the northwest corner of Lafayette Street and Spring Street, westerly along the northern curbline of Spring Street to a point formed by its intersection with a line extending northerly from the eastern property

line of 72-78 Spring Street (aka 65-71 Crosby Street), southerly across Spring Street and along the eastern property line of 72-78 Spring Street (aka 65-71 Crosby Street) and a portion of the eastern property line of 61-63 Crosby Street, easterly along a portion of the northern property line of 61-63 Crosby Street, southerly along a portion of the eastern property line of 61-63 Crosby Street, westerly along the southern property line of 61-63 Crosby Street, southerly along the eastern property lines of 59 to 44-47 Crosby Street, easterly along the northerly property line of 416-422 Broome Street (aka 202 Lafayette Street) to the western curbline of Lafayette Street, northerly along said curbline to a point formed by its intersection with a line extending westerly from the southern curbline of Kenmare Street, easterly across Lafayette Street and along the southern curbline of Kenmare Street to the southwest corner of Kenmare Street and Cleveland Place, southerly along the western curbline of Cleveland Place, across Broome Street, and continuing southerly along the western curbline of Centre Street to the northwest corner of Centre Street and Grand Street, westerly along the northern curbline of Grand Street and across Lafayette Street to the northwest corner of Grand Street and Lafayette Street, southerly across Grand Street and along the western curbline of Lafayette Street to a point formed by its intersection with a line extending easterly from the southern property line of 158-164 Lafayette Street (aka 151 Grand Street), westerly along the southern property line of 158-164 Lafayette Street (aka 151 Grand Street), southerly along the eastern property lines of 13-17 to 1 Crosby Street (aka 28 Howard Street), across Howard Street and continuing southerly along the eastern property line of 19 Howard Street and a portion of the eastern property line of 21-23 Howard Street (aka 261-267 Canal Street, easterly along a portion of the northern property line 257 Canal Street, southerly along a portion of the eastern property line of 257 Canal Street, easterly along a portion of the northern property line of 257 Canal Street and the northern property line of 255 Canal Street, southerly along the eastern property line of 255 Canal Street to the centerline of Canal Street, westerly along the centerline of Canal Street to the centerline of Broadway, northerly along the centerline of Broadway to the centerline of Howard Street, easterly along the centerline of Howard Street to the centerline of Crosby Street, northerly along the centerline of Crosby Street to the southeast corner of Crosby Street and East Houston Street, easterly along the southern curbline of East Houston Street to the point of the beginning.

YVETTE V. GRUEL, Calendar Officer

City Planning Commission

22 Reade Street, Room 2E

New York, New York 10007

Telephone (212) 720-3370

j10-23

COMMUNITY BOARDS

■ PUBLIC HEARINGS

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

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 01 - Tuesday, June 15, 2010, 6:30 P.M., Astoria World Manor, 25-22 Astoria Boulevard, Astoria, NY

#C 100145ZMQ

IN THE MATTER OF an application submitted by Hour Children, Inc. pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map: changing from an M1-1 district to an R5D district property; and establishing within a proposed R5D district a C1-3 district.

j9-15

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

BOROUGH OF MANHATTAN

COMMUNITY BOARD NO. 07 - Tuesday, June 15, 2010 at 6:30 P.M., Public School 191, 210 West 61st Street (Amsterdam Avenue), New York, NY

#C 100287ZSM

Riverside Center
IN THE MATTER OF an application submitted by CRP/Extell Parcel, LLP and CRP/Extell NLP, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit.

#C 100288ZSM

IN THE MATTER OF an application submitted by CRP/Extell Parcel, LLP and CRP/Extell NLP, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit.

#C 100289ZSM

IN THE MATTER OF an application submitted by CRP/Extell Parcel, LLP and CRP/Extell NLP, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit.

#C 100290ZSM

IN THE MATTER OF an application submitted by CRP/Extell Parcel, LLP and CRP/Extell NLP, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit.

#C 100291ZSM

IN THE MATTER OF an application submitted by CRP/Extell Parcel, LLP and CRP/Extell NLP, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit.

#C 100292ZSM

IN THE MATTER OF an application submitted by CRP/Extell Parcel, LLP and CRP/Extell NLP, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit.

#C 100293ZSM

IN THE MATTER OF an application submitted by CRP/Extell Parcel, LLP and CRP/Extell NLP, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit.

#C 100296ZSM

IN THE MATTER OF an application submitted by CRP/Extell Parcel, LLP and CRP/Extell NLP, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit.

#C 100297ZSM

IN THE MATTER OF an application submitted by CRP/Extell Parcel, LLP and CRP/Extell NLP, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit.

j14-15

BOARD OF EDUCATION RETIREMENT SYSTEM**MEETING**

The next regular meeting of the Board of Education Retirement System (BERS) of the City of New York Trustees will meet on Tuesday, June 22, 2010. This meeting will be held at Murry Bergtraum High School, 411 Pearl Street, Room B7, New York, New York 10038.

The meeting will convene at 4:30 P.M. An agenda will be distributed to BERS Trustees prior to the meeting.

If you need more information, please contact Noro Healy at (718) 935-4529 or email: nhealy@bers.nyc.gov

j15-21

EDUCATIONAL CONSTRUCTION FUND**MEETING**

The Trustees and Executive Director of the New York City Educational Construction Fund hereby provide notice of its Meeting to be held on Friday, June 18, 2010. This meeting will take place at the offices of the New York City Office of Management and Budget, 75 Park Place, New York, NY, in Conference Room 6M-4. The meeting time is 9:30 A.M.

For information contact Juanita Rosillo at (718) 472-8285.

j14-16

EMPLOYEES' RETIREMENT SYSTEM**INVESTMENT MEETING**

Please be advised that the next Investment Meeting of the Board of Trustees of the New York City Employees' Retirement System has been scheduled for Tuesday, June 22, 2010 at 9:30 A.M. to be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor Boardroom, Brooklyn, NY 11201-3751.

j15-21

ENVIRONMENTAL CONTROL BOARD**MEETING****OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS / ENVIRONMENTAL CONTROL BOARD**

The next meeting will take place on Thursday, June 24, 2010 at 40 Rector Street, OATH Lecture Room, 14th Floor, New York, N.Y. 10006, at 9:15 A.M. at the call of the Chairman.

j14-16

LANDMARKS PRESERVATION COMMISSION**PUBLIC HEARINGS**

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, June 22, 2010, 9:30 A.M.**, at 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, Landmark Sites and Historic District. 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.

PUBLIC HEARING ITEM NO. 1

LP-2368

LOEW'S CANAL STREET THEATRE, 31 Canal Street, Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 297, Lot 1 in part

PUBLIC HEARING ITEM NO. 2

LP-2420

JAPAN SOCIETY BUILDING, 333 East 47th Street (aka 327-333 East 47th Street), Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 1340, Lot 16

PUBLIC HEARING ITEM NO. 3

LP-2418

ST. PAUL'S EVANGELICAL LUTHERAN CHURCH, SUNDAY SCHOOL and PARSONAGE, 334 South 5th Street

(aka 324-34 South 5th Street; 306-312 Rodney Street), Brooklyn.

Landmark Site: Borough of Brooklyn Tax Map Block 2462, Lot 2

PUBLIC HEARING ITEM NO. 4

LP-2397

E. RIDLEY & SONS DEPARTMENT STORE, 315 Grand Street; 321 Grand Street and 59 Orchard Street (aka 64 Allen Street), Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 308, Lots 14, 15, and 16

PUBLIC HEARING ITEM NO. 5

LP-2419

154 WEST 14TH STREET BUILDING, 154 West 14th Street (aka 51-59 Seventh Avenue; 154-162 West 14th Street), Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 609, Lot 7

PUBLIC HEARING ITEM NO. 6

LP-2411

190 GRAND STREET HOUSE, 190 Grand Street, Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 471, Lot 58

PUBLIC HEARING ITEM NO. 7

LP-2412

192 GRAND STREET HOUSE, 192 Grand Street, Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 471, Lot 57

PUBLIC HEARING ITEM NO. 8

LP-2417

HASKINS & SELLS BUILDING, 35 West 39th Street (aka 35-37 West 39th Street), Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 841, Lot 18

PUBLIC HEARING ITEM NO. 9

LP-2347

177 WEST BROADWAY BUILDING, 177 West Broadway, Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 176, Lot 16

PUBLIC HEARING ITEM NO. 10

LP-2431

MUTUAL RESERVE BUILDING, 305 Broadway (aka 305-309 Broadway; 91-99 Duane Street), Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 151, Lot 32

PUBLIC HEARING ITEM NO. 11

LP-2432

ROGERS & PEET BUILDING, 258 Broadway (aka 259 Broadway; 1-11 Warren Street), Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 134, Lot 25

PUBLIC HEARING ITEM NO. 12

LP-2353

97 BOWERY BUILDING, 97 Bowery, Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 304, Lot 2

PUBLIC HEARING ITEM NO. 13

LP-2403

PROPOSED GRAND CONCOURSE HISTORIC DISTRICT, Borough of the Bronx

Boundary Description

The proposed Grand Concourse Historic District consists of the property bounded by a line beginning at the intersection of the western curblineline of the Grand Concourse and a line extending southeasterly from the southeastern corner of Franz Sigel Park (Borough of the Bronx tax map block 2467 lot 1), extending northwesterly along the southwestern property line of Franz Sigel Park (Borough of the Bronx tax maps block 2467 lot 1), across the roadbed of Walton Avenue, and along the southwestern property line of Franz Sigel Park (Borough of the Bronx tax map block 2353 lot 67) to the eastern curblineline of Gerard Avenue, northerly along said curblineline and across the roadbed of East 153rd Street to the northern curblineline of East 153rd Street, northwesterly across the roadbed of Gerard Avenue and along said curblineline to its intersection with the eastern curblineline of River Avenue, northerly along said curblineline to a point formed by its intersection with a line extending westerly from the northern property line of 700 River Avenue (aka 109 East 153rd Street), easterly along said property line and the northern property line of 705 Gerard Avenue to the western curblineline of Gerard Avenue, northerly along said curblineline to a point formed by its intersection with a line extending southeasterly from the southwestern property line of 731 Gerard Avenue, northwesterly along the said property line, northerly along the western property lines of 731 and 751 Gerard Avenue, across the roadbed of East 157th Street to the northern curblineline of East 157th Street, westerly along said curblineline to a point formed by its intersection with a line extending southerly from the western property line of 815 Gerard Avenue, northerly along said property line and the western property line 825 Gerard Avenue to the southern curblineline of East 158th Street, easterly along said curblineline to a point formed by its intersection with a line extending southerly from the western property line of 839 Gerard Avenue, northerly across the roadbed of East 158th Street and along a portion of said property line, westerly along a portion of the southern property line of 839 Gerard Avenue, northerly along a portion of the western property line of 839, easterly along the northern property line of 839 Gerard Avenue to the western curblineline of Gerard Avenue, southerly along said curblineline to a point formed by its intersection with a line extending westerly from the northern property line of 835 Walton Avenue, easterly across the roadbed of Gerard Avenue and along a portion of said property line, northerly along a portion of the western property line of 835 Walton Avenue, easterly along a portion of the northern property line of 835 Walton Avenue and across the roadbed of Walton Avenue to the eastern curblineline of Walton Avenue, northerly along said curblineline and across the roadbed of East 161st

Street to the southern curblineline of East 161st Street, westerly across the roadbed of Walton Avenue and along said curblineline to a point formed by its intersection with a line extending southerly from the western property line of 893 Walton Avenue (aka 101-11 East 161st Street), northerly along a portion of the western property line of 893 Walton Avenue (aka 101-111 East 161st Street), westerly along a portion of the southern property line of 893 Walton Avenue (aka 101-111 East 161st Street) to the eastern curblineline of Gerard Avenue, northerly along said curblineline to a point formed by its intersection with a line extending westerly from the northern property line of 893 Walton Avenue (aka 101-111 East 161st Street), easterly along a portion of said property line, northerly along the western property lines of 901 through 955 Walton Avenue, westerly along a portion of the southern property line of 975 Walton Avenue to the easterly curblineline of Gerard Avenue, northerly along said curblineline to the southern curblineline of East 164th Street, easterly along said curblineline, across to roadbed of Walton Avenue, to a point formed by the intersection of said curblineline with a line extending southerly from the western property line of 1001 Grand Concourse, northerly across the roadbed of East 164th Street and along said property line and the eastern property line of 1015 Grand Concourse, easterly along a portion of the northern property line of 1015 Grand Concourse, northerly along the western property lines of 1025 and 1027 Grand Concourse and a portion of the western property line of 1035 Grand Concourse (aka 158 East 165th Street), easterly along a portion of the northern property line of 1035 Grand Concourse (aka 158 East 165th Street), northerly along a portion of the western property line of 1035 Grand Concourse, across the roadbed of East 165th Street, to the southern curblineline of East 165th Street, westerly along said curblineline to a point formed by its intersection with a line extending southerly from the western property line of 1049 Grand Concourse (aka 159 East 165th Street), northerly along said property line, westerly along a portion of the southern property line of 1055 Grand Concourse, northerly along the western property line of 1055 Grand Concourse, westerly along a portion of the southern property line of 1075 Grand Concourse to the eastern curblineline of Walton Avenue, northerly along said curblineline, across the roadbed of East 166th Street, and along said curblineline to the southern curblineline of Mc Clellan Street, easterly along said curblineline, across the roadbed of the Grand Concourse, to the eastern curblineline of the Grand Concourse, northerly across the roadbed of Mc Clellan Street and along said curblineline, continuing across the roadbed of East 167th Street and along said curblineline to a point formed by its intersection with a line extending westerly from the northern property line of 1212 Grand Concourse (aka 1211 Sheridan Avenue, 181-199 East 167th Street), easterly along said property line to the western curblineline of Sheridan Avenue, southerly along said curblineline to the northern curblineline of East 167th Street, westerly along said curblineline to a point formed by its intersection with a line extending northerly from the easterly property line of 1188 Grand Concourse (aka 180-188 East 167th Street), southerly across the roadbed of East 167th Street and along said property line, westerly along a portion of the southern property line of 1188 Grand Concourse (aka 180-188 East 167th Street), southerly along the eastern property line of 1166 Grand Concourse and a portion of the eastern property line of 1150 Grand Concourse (aka 161 Mc Clellan Street), westerly along a portion of the southern property line of 1150 Grand Concourse (aka 161 Mc Clellan Street), southerly along a portion of the eastern property line of 1150 Grand Concourse (aka 161 Mc Clellan Street) to the northern curblineline of Mc Clellan Street, westerly along said curblineline to a point formed by its intersection with a line extending northerly from the western curblineline of Carroll Place, southerly across the roadbed of Mc Clellan Street and along said curblineline, across the roadbed of East 166th Street and along said curblineline to a point formed by its intersection with a line extending easterly from the southern property line of 1072 Grand Concourse (aka 160-180 East 166th Street), westerly along a portion of said property line, southerly along the eastern property line of 1050 Grand Concourse and a portion of the eastern property line of 1048 Grand Concourse (aka 1059 Carroll Place), easterly along a portion of the northern property line of 1048 Grand Concourse (aka 1059 Carroll Place) to the western curblineline of Carroll Place, southerly along said curblineline to a point formed by its intersection with a line extending easterly from the southern property line of 1048 Grand Concourse (aka 1059 Carroll Place), westerly along a portion of said property line, southerly along a portion of the eastern property line of 1048 Grand Concourse (aka 1059 Carroll Place) and a portion of the eastern property line of 1040 Grand Concourse (aka 161-173 East 165th Street, 1041 Carroll Place), easterly along a portion of the northern property line of 1040 Grand Concourse (aka 161-173 East 165th Street, 1041 Carroll Place) to the western curblineline of Carroll Place, southerly along said curblineline and across the roadbed of East 165th Street to the southern curblineline of East 165th Street, easterly along said curblineline to the western curblineline of Carroll Place, southerly along said curblineline to the western curblineline of Sheridan Avenue, southerly along said curblineline to the northern curblineline of East 164th Street, westerly along said curblineline to a point formed by its intersection with a line extending northerly from the eastern property line of 960 Grand Concourse (aka 160-180 East 164th Street), southerly across the roadbed of East 164th Street and along said property line and a portion of the eastern property line of 940 Grand Concourse (aka 161 East 163rd Street), easterly along the northern property line of 191 East 163rd Street, southerly along the eastern property line of 191 East 163rd Street and across the roadbed of East 163rd Street to the southern curblineline of East 163rd Street, easterly along said curblineline to the western curblineline of Sheridan Avenue, southerly along said curblineline to a point formed by its intersection with a line extending westerly across Sheridan Avenue from the northern property line of 910 Sheridan Avenue, easterly across the roadbed of Sheridan Avenue and along said property line, southerly along the eastern property line of 910 Sheridan Avenue, westerly along the southern property line of 910 Sheridan Avenue and across the roadbed of Sheridan Avenue to the western curblineline of Sheridan

Avenue, northerly along said curbline to the southern curbline of East 162nd Street, westerly along said curbline to a point formed by its intersection with a line extending northerly from the eastern property line of 900 Grand Concourse, southerly along said property line and across the roadbed of East 161st Street to the southern curbline of East 161st Street, easterly along said curbline to a point formed by its intersection with a line extending northerly from the eastern property line of 888 Grand Concourse (aka 170-180 East 161st Street), southerly along a portion of said property line, easterly along a portion of the northern property line of 888 Grand Concourse (aka 170-180 East 161st Street) to the western curbline of Concourse Village West, southerly along said curbline to a point formed by its intersection with a line extending easterly from the southern property line of 888 Grand Concourse (aka 170-180 East 161st Street), westerly along a portion of said property line, southerly along a portion of the eastern property line of 888 Grand Concourse (aka 170-180 East 161st Street) and a portion of the eastern property line of 860 Grand Concourse (aka 161 East 159th Street), easterly along a portion of the northern property line of 185 East 159th Street to the western curbline of Concourse Village West, southerly along said curbline and across the roadbed of East 159th Street, along said curbline and across the roadbed of East 158th Street, along said curbline to a point formed by its intersection with a line extending easterly from the southern property line of 800 Grand Concourse, westerly along a portion of said property line, southerly along the eastern property lines of 792 and 774 Grand Concourse, easterly along a portion of the northern property line of 760 Grand Concourse, southerly along the eastern property line of 760 Grand Concourse and across the roadbed of East 156th Street to the southern curbline of East 156th Street, easterly along said curbline to a point formed by its intersection with a line extending northerly from the eastern property line of 750 Grand Concourse, southerly along said property line, easterly along a portion of the northern property line of 740 Grand Concourse, southerly along a portion of the eastern property line of 740 Grand Concourse, easterly along a portion of the northern property line of 740 Grand Concourse to the western curbline of Concourse Village West, southerly along said curbline to a point formed by its intersection with a line extending easterly from the southern property line of 730 Grand Concourse, westerly along a portion of said property line, southerly along a portion of the eastern property line of 730 Grand Concourse, westerly along a portion of the southern property line of 730 Grand Concourse and across the road be of the Grand Concourse to the western curbline of the Grand Concourse, southerly along said curbline to the point of the beginning.

j7-21

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, **June 15, 2010 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 10-7717 - Block 8057, lot 14-22 West Drive, aka 37-22 West Drive - Douglaston Historic District

An English Cottage style freestanding house designed by Frank J. Forster and built in 1936. Application is to construct an addition and dormer and modify masonry openings. Zoned R1-1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 10-7788 - Block 276, lot 16-169 Atlantic Avenue - Brooklyn Heights Historic District
A modern commercial style building built 1976-77. Application is to install awnings and signage.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 10-5767 - Block 1151, lot 13-162 St. Marks Avenue - Prospect Heights Historic District
A neo-Grec style rowhouse built c.1879. Application is to legalize painting the facade, stoop, areaway wall and steps and removing a bluestone sidewalk and areaway pavers without Landmarks Preservation Commission permits.

BINDING REPORT
BOROUGH OF BROOKLYN 10-4900 - Block 8502, lot 20-1940 East 36th Street - Hendrick I. Lott House- Individual Landmark
A Dutch Colonial style wood-frame house built in 1800, incorporating a structure built in 1720. Application is to install fencing, alter circulation paths, construct outbuildings and a barrier-free access ramp.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 10-5269 - Block 1680, lot 19-250 Decatur Street - Stuyvesant Heights Historic District
A Romanesque Revival style rowhouse with Renaissance Revival style elements designed by Magnus Dalander & Associates and built in 1894-97. Application is to legalize the installation of stoop railings and a lamppost without Landmarks Preservation Commission permits.

BINDING REPORT
BOROUGH OF MANHATTAN 10-7128 - Block 122, lot 1- City Hall- Individual and Interior Landmark-African Burial Ground and Commons Historic District
A Federal style government building designed by Mangin and McComb and built between 1802 and 1811. Application is to install rooftop mechanical equipment, modify interior and exterior stairs, install fire suppression equipment and alter an areaway.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-7832 - Block 21, lot 6-71 Broadway - Empire Building-Individual Landmark
A neo-Classical style office building designed by Kimball &

Thompson and built in 1897-98. Application is to replace windows.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-8866 - Block 46, lot 9-14 Wall Street - 14 Wall Street Building - Individual Landmark
A Classical Revival style office building designed by Trowbridge & Livingston, and built in 1910-12, with a Modern Classic style addition designed by Shreve, Lamb & Harmon and built in 1931-33. Application is to install two escalators, modify storefront infill and install signage.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-7083 - Block 483, lot 29-54 Crosby Street - SoHo-Cast Iron Historic District
A two-story building altered in 1980. Application is to enlarge the ground floor opening and install new infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-8384 - Block 572, lot 11-62 West 9th Street - Greenwich Village Historic District
A Greek Revival style rowhouse built in 1839, with a ground floor storefront. Application is to legalize the installation of lighting and a related housing, and artificial ivy secured to the façade without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-7288 - Block 615, lot 62-30 Jane Street - Greenwich Village Historic District
A stable building built in 1870. Application is to paint the facade and install a display window.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-7964 - Block 634, lot 60-581 Hudson Street - Greenwich Village Historic District
A brick apartment house with a commercial ground floor built in 1873. Application is to install storefront infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-8714 - Block 506, lot 53-27 Vandam Street - Charlton -King-Vandam Historic District
A Federal style rowhouse built in 1823. Application is to remove lintel covers, construct rooftop and rear yard additions, and excavate the rear yard. Zoned R6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-7801 - Block 646, lot 30-420 West 14th Street - Gansevoort Market Historic District
A neo-Classical style store-and-loft building designed by Thomas H. Styles and built in 1903-04. Application is to establish a master plan governing the future installation of storefronts infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-3959 - Block 848, lot 14-893 Broadway, aka 13 East 19th Street - Ladies' Mile Historic District
A neo-Grec style converted shop and dwelling built in 1844, altered in 1873-74 and altered again in 1975. Application is to alter the facade and replace storefront infill.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-6943 - Block 1274, lot 25-768-770 Fifth Avenue - Plaza Hotel-Individual and Interior Landmark
A French Renaissance style hotel designed by Henry J. Hardenberg and built in 1905-07, with an addition designed by Warren and Wetmore and built in 1921. Application is to alter stairs and replace railings.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-8687 - Block 1264, lot 5-1 Rockefeller Plaza-Rockefeller Center - Individual Landmark
An Art Deco style office tower, designed by L. Andrew Reinhard and Wallace K. Harrison of the Associated Architects and built in 1936-37 as part of the Rockefeller Center complex. Application is to alter storefront infill and install planters.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-8922 - Block 1257, lot 1-476 Fifth Avenue - The New York Public Library - Individual and Interior Landmark
A Beaux-Arts style library building designed by Carrere & Hastings and built in 1898-1911. Application is to install lighting.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 08-2827 - Block 1228, lot 33-428 Amsterdam Avenue - Upper West Side/Central Park West Historic District
A Renaissance Revival style building designed by Henry F. Cook and built in 1896-97. Application is to install storefront infill and signage.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-7983 - Block 1127, lot 1-301 Columbus Avenue - Upper West Side/Central Park West Historic District
A Romanesque Revival style flats building designed by Gilbert A. Schellenger and built in 1890-91. Application is to install signage.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-6344 - Block 1121, lot 39-14 West 69th Street - Upper West Side/Central Park West Historic District
A Renaissance Revival style rowhouse designed by Gilbert A. Schellenger and built in 1896. Application is to alter the areaway.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-8871 - Block 1144, lot 7501-105 West 72nd Street - Upper West Side/Central Park West Historic District
A neo-Renaissance style apartment building with Churrigueresque style elements designed by George and Edward Blum and built in 1913. Application is to recreate a balcony that was removed without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-4691 - Block 1127, lot 18-27 West 74th Street - Upper West Side/Central Park West Historic District
A Renaissance Revival style rowhouse, designed by John H. Duncan, and built in 1889-90. Application is to alter the stoop and areaway.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 09-3560 - Block 1167, lot 29-201 West 75th Street, aka 318-330 Amsterdam Avenue - New York Cab Company Stable - Individual Landmark
A Romanesque Revival style commercial stable building designed by C. Abbott French and built in 1888-90. Application is to replace windows.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-7373 - Block 1128, lot 18-25 West 75th Street - Upper West Side/Central Park West Historic District
A Renaissance Revival style rowhouse designed by George M. Walgrove and built in 1892-93. Application is to alter the basement entrance.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-8591 - Block 1416, lot 7-211 East 61st Street - Treadwell Farms Historic District
A rowhouse built in 1875, and altered in the English Regency style, between 1940 and 1966. Application is to alter the primary façade.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-3999 - Block 1381, lot 7504 - 21 East 66th Street - Upper East Side Historic District
A neo-Gothic style apartment building designed by Fred F. French Company and built in 1921. Application is to construct a rooftop addition. Zoned C5-1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-8711 - Block 1385, lot 1-1 East 70th Street - Henry Clay & Adelaide Childs Frick House- Individual Landmark-Upper East Side Historic District
A French Louis XVI style mansion designed by Carrere & Hastings, built in 1913-14 and altered by John Russell Pope in 1931-35. Application is to enclose a loggia.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BRONX 10-7906 - Block 2309, lot 1-112 Lincoln Avenue - Estey Piano Factory Building -Individual Landmark
A factory building designed by A.B. Ogden & Son architects, and built in 1885-86, with later additions. Application is to amend Certificate of Appropriateness 10-5557 to construct a rear yard addition. Zoned M1-2/R6A.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-7619 - Block 1498, lot 69-1056 Fifth Avenue - Carnegie Hill Historic District
A modern style apartment building designed by George F. Pelham and built in 1948. Application is to install a new window opening and to create a master plan for terrace enclosures. Zoned R10/R8-B.

j2-15

PORT AUTHORITY OF NY AND NJ

NOTICE

LEGAL NOTICE

NOTICE OF PUBLIC HEARING TO BE HELD JULY 7, 2010 PURSUANT TO §§201-204 OF THE EMINENT DOMAIN PROCEDURE LAW IN CONNECTION WITH THE ACCESS TO THE REGION'S CORE PROJECT

A public hearing, open to all persons, will be held by The Port Authority of New York and New Jersey (PANYNJ) pursuant to §§201-204 of the New York State Eminent Domain Procedure Law (EDPL) in the Sky Top Room at the Hotel Pennsylvania, 401 Seventh Avenue, New York, N.Y., from 2:00 to 5:00 P.M., and from 6:00 to 8:00 P.M., on July 7, 2010 to consider the proposed acquisition by condemnation of certain properties and property interests in Manhattan in furtherance of the proposed Access to the Region's Core Project (the "Project"), which is being carried out by a partnership among PANYNJ, New Jersey Transit Corporation (NJT) and the Federal Transit Administration (FTA).

The purpose of the public hearing is to: (1) inform the public about the Project; (2) review the public use, benefit or purpose to be served by the Project, the proposed location of the Project, and the impact the Project may have on the environment and residents of the locality; and (3) give all interested persons an opportunity to present oral and written statements about the Project.

Project Purpose, Location and Description

The purpose of the Project is to increase trans-Hudson commuter rail capacity to accommodate projected ridership growth from rail lines west of the Hudson River, enhance passenger convenience, and improve system safety and reliability. The Project involves the construction of two new tunnel tubes for two NJT tracks from New Jersey, under the Hudson River, to Penn Station New York. The tunnels would enter Manhattan at West 28th Street (between 120 and 160 feet below grade level), divide into four individual tubes/tracks under 30th Street, extend northeasterly to 34th Street, and continue to Broadway/Sixth Avenue. Six new tracks would be constructed under West 34th Street between Eighth Avenue and Broadway/Sixth Avenue, with pedestrian connections to existing tracks at Penn Station New York, 14 subway lines and PATH. Five public station entrances would be constructed along 34th Street. An emergency exit/employee-only entrance would be constructed along 35th Street. Four fan plants would be constructed for ventilation and tunnel egress purposes, located on the north side of West 28th Street, approximately 200 feet east of Twelfth Avenue, and at 431 West 33rd Street, 218 West 35th Street, and 137-139 West 33rd Street. You may visit ARC's website to learn more about the Project at www.arctunnel.com or

www.panynj.gov/arc-tunnel/ or review a copy of the Final Environmental Impact Statement (FEIS) at www.arctunnel.com/library/feis_documents.aspx. The PANYNJ will also make maps and other materials descriptive of the Project, the property interests proposed to be acquired, and the impacts of the Project, available at a reading room, from the date of this notice until July 28, 2010, at its offices, located at 225 Park Avenue South, New York, NY 10003. Access to these materials will be available from 10:00 a.m. until 4:00 p.m. on weekdays and can be obtained by contacting Rhonda Barnett (212) 435-6916 or paevents@panynj.gov.

Proposed Property Acquisition

Exhibits A and B, attached to this notice and made a part hereof, list the properties and property interests in Manhattan (other than Block 675, Lot 1, described in the following paragraph) that PANYNJ proposes to acquire by eminent domain. Exhibits A and B refer to the Manhattan Tax Blocks and Lots as they appear on the official New York City Tax Map. (Property interests may be acquired at the property addresses, or at the Tax Blocks and Lots, or both, set forth on Exhibits A and B.) Exhibit A lists properties where PANYNJ would acquire a full fee interest or some lesser interest, which is expected to require relocation of occupants. Exhibit B lists properties where PANYNJ would acquire underground easements below any existing structure and therefore no relocation of any occupant would be required. Exhibit B also lists properties identified by the abbreviation "PZ" (protection zone) where PANYNJ may record restrictive declarations regarding future construction or development. These restrictive declarations would require property owners to provide plans for future development on their property to PANYNJ to confirm that such construction would not adversely impact the tunnels and appurtenant facilities or affect public safety. The Project would require the acquisition of certain subsurface interests underlying and adjacent to City Streets within the Project area which are needed for tunnel construction, rock anchors and supports. The temporary easements to be acquired (as indicated by the "TE" designation on Exhibits A and B) will be of varying duration, but will not exceed ten years from commencement.

With respect to Block 675, Lot 1, PANYNJ proposes to acquire (a) a ten-year easement allowing exclusive use and occupancy of the entire property, with the possibility to extend for two additional one-year periods; (b) permanent and temporary subsurface easement volumes, all triangular in shape in the horizontal plane, as follows: (i) a permanent easement containing approximately 188 square feet, located at the intersection of Lots 1 and 12 and West 29th Street, between elevations 143.60 and 194.90 (all elevations using the Trans-Hudson Express Tunnel Project Vertical Datum), (ii) a temporary easement which includes the area of (b)(i), containing approximately 1,583 square feet, between elevations 143.60 and 210.90; and (c)(i) a permanent easement containing approximately 5,088 square feet, located at the intersection of Lots, 1, 12 and 39, between elevations 140.60 and 192.40, and (ii) a temporary easement which includes the area of (c)(i), containing approximately 9,357 square feet, between elevations 140.60 and 208.40. As part of the foregoing acquisitions, all leases or other rights to occupy Block 675, Lot 1, as well as other title exceptions, may be terminated (but not the reversionary interest of the owner therein). In addition, the property would be subject to restrictions in the form set forth in Schedule I to the Permanent Easement Agreement and Declaration of Restrictive Covenants, attached to the letter agreement between PANYNJ and the owner of Block 675, Lot 1.

Property acquisitions in connection with the Project may be undertaken in stages. Chapter 5 of the FEIS describes anticipated construction impacts of the Project.

Receipt of Comments

Comments on the proposed acquisitions are requested and may be made orally or in writing at the hearing on July 7, 2010; or delivered in writing to PANYNJ, PO Box 1535, NY, NY 10159-1535; or submitted electronically at the following website: www.arctunnel.com/library from the date of this notice until 5:00 P.M., July 28, 2010. Comments received after 5:00 P.M. on July 28, 2010 will not be considered.

ACCORDING TO EDPL §202(C), ANY PROPERTY OWNER WHO MAY SUBSEQUENTLY WISH TO CHALLENGE THE CONDEMNATION OF THEIR PROPERTY VIA JUDICIAL REVIEW MAY DO SO ONLY ON THE BASIS OF ISSUES, FACTS, AND OBJECTIONS RAISED AT THE HEARING.

The hearing is accessible to people who are mobility impaired. Sign language interpreter services will be provided upon advance request by contacting Rhonda Barnett (212) 435-6916 or paevents@panynj.gov on or before June 23, 2010.

Dated: June 8, 2010

Exhibit A

Table 1: Fee Simple Absolute Acquisitions

Block	Lot	Property Address	Property Interest Sought ¹
784	39	442-444 7th Ave. (a/k/a 201 W. 34th St.)	FEE
	54	218 W. 35th St.	FEE
809	16	139 W. 33rd St.	FEE
	17	137 W. 33rd St.	FEE
	49	108-110 W. 34th St.	FEE
810	40	101-103 W. 34th St. (a/k/a 1313 Broadway)	FEE

Table 2: Acquisition of Partial Fee Interests, Permanent or Temporary Easements That May Also Include Occupant Displacement

Block	Lot	Property Address	Property Interest Sought
758	25	323 W. 34th St. (a/k/a 334-344 W. 35th St.)	PE/TE/PZ

783	1	460 8th Ave.	PE/TE/PZ
783	34	Amtrak Penn Station; 200 W. 34th St.;	PE/TE/PZ
		1 Penn Plaza East; 420 7th Ave.	
783	70	Amtrak Penn Station; 1 Penn Plaza;	PE/TE/PZ
		250 W. 34th St.	
783	8034	Amtrak Penn Station 200 W. 34th St.;	PE/TE/PZ
		1 Penn Plaza East; 420 7th Ave.	
	N/A	Portion of W. 33rd St. between 7th Ave. and 8th Ave.	PE/TE
784	41	446-456 7th Ave.;	PE/TE/PZ
		209 W. 34th St.	
809	45	1311 Broadway	PE/TE/PZ
809	53	112-122 W. 34th St. (a/k/a	PE/TE/PZ
		108-125 W. 33rd St.)	

¹ Fee: Fee Simple Absolute and/or lesser interests
 PE: Permanent Easement (Tunnel, Ventilation Ducts, Escalator/Stair, Elevator, Circulation Corridor, Project-Related Mechanical, etc.)
 TE: Temporary Easement (Rock Bolts, Construction Areas, etc.)
 PZ: Protection Zone Restrictive Declaration

Exhibit B

Table 1: Acquisitions of Below Grade Interests

Block	Lot(s)	Property Address	Property Interest Sought ¹	
675	38	604 W. 30th St.	PE/TE/PZ	
	39	606-616 W. 30th St.	PE/TE/PZ	
701	68	314-316 11th Ave. (a/k/a 540-556 W. 30th St.)	PZ	
729	1	368 10th Ave. (a/k/a 450 W. 33rd St.)	PE/PZ	
	60	401-409 9th Ave. (a/k/a 400-422 W. 33rd St.)	PZ	
	163	424-438 W. 33rd St.	PZ	
	9001	368 10th Ave. (a/k/a 450 W. 33rd St.)	PE/PZ	
	9060	401-409 9th Ave. (a/k/a 400-422 W. 33rd St.)	PZ	
	731	1	460 W. 34th St.	PE/PZ
44		421 9th Ave.	PZ	
48		423-431 9th Ave.	PE/TE/PZ	
50		408 W. 34th St.	PE/TE/PZ	
54		414-422 W. 34th St.	PE/TE/PZ	
58		424 W. 34th St.	PE/TE/PZ	
60		426-430 W. 34th St.	PE/TE/PZ	
	65	436-444 W. 34th St.	PE/TE/PZ	
	70	446 W. 34th St.	PE/TE/PZ	
732	25	413-419 W. 34th St.	PZ	
	36	433-447 9th Ave.	PE/TE/PZ	
757	1	408-430 9th Ave.	PE/TE/PZ	
	17	325-329 W. 33rd St.	PZ	
	20	321-323 W. 33rd St.	PZ	
	22	305-319 W. 33rd St. (a/k/a 304-328 W. 34th St.)	TE/PZ	
	31	5 Penn Plaza (a/k/a 461 8th Ave.)	TE/PZ	
	54	330 W. 34th St.	TE/PZ	
	66	354-356 W. 34th St.	PE/TE/PZ	
758	1	432-434 9th Ave.	PE/TE/PZ	
	5	365-367 W. 34th St.	TE/PZ	
	7	355 W. 34th St.	TE/PZ	
	14	347-353 W. 34th St.	TE/PZ	
	16	333-345 W. 34th St.	PE/TE/PZ	
	28	311-315 W. 34th St.	TE/PZ	
	37	481-497 8th Ave.	TE/PZ	
	82	440-448 9th Ave.	PZ	
	1001	333 W. 34th St.	PE/TE/PZ	
	1002	333 W. 34th St.	PE/TE/PZ	
	784	1	480-484 8th Ave.	PE/TE/PZ
		4	486 8th Ave.	PE/TE/PZ
5		488 8th Ave.	PE/TE/PZ	
6		267 W. 34th St.	PE/TE/PZ	
7		265 W. 34th St.	TE/PZ	
8		261 W. 34th St.	TE/PZ	
10		259 W. 34th St.	TE/PZ	
11		257 W. 34th St.	TE/PZ	
12		255 W. 34th St.	TE/PZ	
13		253 W. 34th St.	TE/PZ	
14		251 W. 34th St.	TE/PZ	
15		249 W. 34th St.	TE/PZ	
16		247 W. 34th St.	TE/PZ	
17		245 W. 34th St.	TE/PZ	
18		243 W. 34th St.	TE/PZ	
19		14 Penn Plaza (a/k/a 225 W. 34th St.)	PE/TE/PZ	
28		223 W. 34th St.	TE/PZ	
29	215-221 W. 34th St.	PE/TE/PZ		
33	213 W. 34th St.	PE/TE/PZ		
34	211 W. 34th St.	TE/PZ		
47	458 7th Ave.	PE/TE/PZ		
48	460 7th Ave.	TE/PZ		
50	210 W. 35th St.	PE/TE/PZ		
51	212-216 W. 35th St.	PE/TE/PZ		
60	224-232 W. 35th St.	PE/TE/PZ		
64	240-246 W. 35th St.	PE/TE/PZ		
68	248-252 W. 35th St.	PE/TE/PZ		
71	254-258 W. 35th St.	PE/TE/PZ		
74	260-262 W. 35th St.	PE/TE/PZ		
77	494-496 8th Ave.	PE/TE/PZ		

80		490-492 8th Ave.	PE/TE/PZ
809	1	421 7th Ave.	PZ
	3	425 7th Ave.	PZ
	4	427 7th Ave.	PZ
	5	429 7th Ave.	PZ
	8	155 W. 33rd St.	PZ
	18	127-135 W. 33rd St.	TE/PZ
	59	124 W. 34th St.	PE/TE/PZ
	60	126 W. 34th St.	PE/TE/PZ
	61	128 W. 34th St.	PE/TE/PZ
	62	130-132 W. 34th St.	PE/TE/PZ
	64	134 W. 34th St.	PE/TE/PZ
	65	136 W. 34th St.	PE/TE/PZ
	66	138 W. 34th St.	PE/TE/PZ
67	140 W. 34th St.	PE/TE/PZ	
68	142 W. 34th St.	PE/TE/PZ	
69	144-150 W. 34th St.	PE/TE/PZ	
73	152-154 W. 34th St.	TE/PZ	
80		433-439 7th Ave.	TE/PZ
82		431 7th Ave.	PZ
810	1	441-459 7th Ave.	TE/PZ
	78	461 7th Ave.	TE/PZ

Table 2: Acquisitions of New York City Interests, Including Acquisitions of Below Grade And Other Interests in Streets Without Block & Lot Designation

Block	Lot	Description and Approximate Location of Property	Property Interest Sought
731	164	W. 34th St. between 10th Ave. and 9th Ave.	PE/TE
N/A		Portion of the land beneath the Hudson River west of Block 662, Lots 66 and Block 665, Lot 67 between the westerly prolongations of W. 27th St. and W. 26th St.	PE
N/A		Portion of W. 28th St. between 12th Ave and 11th Ave.	PE/TE
N/A		Portion of W. 29th St. between 12th Ave. and 11th Ave.	PE/TE
N/A		Portion of W. 30th St. between 12th Ave. and 11th Ave	PE/TE
N/A		Portion of W. 30th St. between 12th Ave and 10th Ave., including a majority of the intersection of W. 30th St. and 11th Ave.	PE/TE
N/A		Portion of 11th Ave. between W. 29th St. and former W. 32nd St., including a majority of the intersection of W. 30th and 11th Ave.	PE/TE
N/A		Portion of present or former W. 32nd St. between 11th Ave. and 10th Ave.	PE
N/A		Portion of 10th Ave between W. 33rd St. and W. 32nd St., including a portion of the intersections of 10th Ave. and W. 33rd St. and 10th Ave. and former W. 32nd St.	PE/TE
N/A		Portion of W. 33rd St. between 10th Ave. and 9th Ave.	PE/TE
N/A		Portion of W. 33rd St. between 7th Ave. and 8th Ave.	PE/TE
N/A		Portion of W. 34th St. between 10th Ave and 9th Ave.	PE/TE
N/A		Portion of 9th Ave between W. 35th St. and W. 33rd St., including the intersection of 9th Ave. and W. 34th St.	PE/TE
N/A		West 34th St. between 9th Ave. and Broadway, including the intersections of W. 34th St. and 9th Ave., 8th Ave., 7th Ave., Broadway, and 6th Ave.	PE/TE
N/A		Portion of 8th Ave. between W. 35th St. and W. 33 St., including the intersection of 8th Ave. and W. 34th St.	PE/TE
N/A		Portion of 7th Ave. between W. 35th St. and W. 33rd St., including the intersection of 7th Ave. and W. 34th St.	PE/TE
N/A		Portion of W. 35th St. between 9th Ave. and 8th Ave.	TE
N/A		Portion of W. 35th St. between 8th Ave. and 7th Ave.	PE/TE
N/A		Portion of W. 33rd St. between 7th Ave. and 6th Ave.	TE
N/A		Portion of Broadway between W. 35th St. and W. 33rd St., including a portion of the intersection of Broadway and W. 34th St.	PE/TE
N/A		Portion of 6th Ave. between W. 35th St. and W. 33rd St., including a portion of the intersection of 6th Ave. and W. 34th St.	PE/TE

¹PE: Permanent Easement (Tunnel, Ventilation Ducts, Escalator/Stair, Elevator, Circulation Corridor,

Project-Related Mechanical, etc.)
 TE: Temporary Easement (Rock Bolts, Construction Areas, etc.)
 PZ: Protection Zone Restrictive Declaration

j11-17

RENT GUIDELINES BOARD

NOTICE

NOTICE IS HEREBY GIVEN THAT THE NEW YORK CITY RENT GUIDELINES BOARD will hold a public hearing on Thursday, **June 17, 2010** at the "Great Hall" at Cooper Union, 7 East 7th Street at the corner of 3rd Avenue, New York, NY 10003 to consider public comments concerning rent adjustments for renewal leases for apartments, lofts, hotels and other housing units subject to the Rent Stabilization Law of 1969 and the Emergency Tenant Protection Act of 1974. These adjustments will affect renewal leases commencing between October 1, 2010 through September 30, 2011.

Public comments regarding proposed rent adjustments for rent stabilized apartments, lofts, and hotels (including class A and class B hotels, SROs, rooming houses and lodging houses) will take place between the hours of **10:00 A.M. to 6:00 P.M.** on Thursday, **June 17, 2010**. Registration of speakers is required and pre-registration is now being accepted and is advised. Pre-registration requests for the hearing must be received before 1:00 P.M. on Wednesday, **June 16, 2010**. For further information and to pre-register for the public hearing call the Board at (212) 385-2934 or write to the Rent Guidelines Board, 51 Chambers Street, Rm. 202, New York, NY 10007. Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be provided at the hearing are requested to notify Ms. Charmaine Superville at the above address by **June 8, 2010** by 4:30 P.M.

Proposed rent guidelines for all of the above classes of stabilized housing units were adopted on **May 5, 2010** and published in the City Record on **May 12, 2010**. Copies of the proposed guidelines are available from the Rent Guidelines Board staff office at the above listed address and at the Board's website: housingnyc.com.

j7-16

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, June 23, 2010. 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 4 St. Luke's Place Inc. to continue to maintain and use a fenced-in area on the north sidewalk of St. Luke's Place, east of Hudson Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2010 to June 30, 2020 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2010 to June 30, 2020 - \$25/annum

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

#2 In the matter of a proposed revocable consent authorizing The Iris Foundation to continue to maintain and use a conduit under, across and along West 86th 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, 2010 to June 30, 2020 and provides, among other terms and conditions, for compensation payable to the City according to the following schedule:

For the period July 1, 2010 to June 30, 2011 - \$6,995
 For the period July 1, 2011 to June 30, 2012 - \$7,199
 For the period July 1, 2012 to June 30, 2013 - \$7,403
 For the period July 1, 2013 to June 30, 2014 - \$7,607
 For the period July 1, 2014 to June 30, 2015 - \$7,811
 For the period July 1, 2015 to June 30, 2016 - \$8,015
 For the period July 1, 2016 to June 30, 2017 - \$8,219
 For the period July 1, 2017 to June 30, 2018 - \$8,423
 For the period July 1, 2018 to June 30, 2019 - \$8,627
 For the period July 1, 2019 to June 30, 2020 - \$8,831

the maintenance of a security deposit in the sum of \$8,900 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#3 In the matter of a proposed revocable consent authorizing New York University to construct, maintain and use two additional conduits under and across West 4th Street, west of Mercer Street, in the Borough of Manhattan. The proposed revocable consent is for a term of four years from the date of approval by the Mayor to June 30, 2014 and provides among other terms and conditions for the compensation payable to the City according to the following schedule:

From the approval date to June 30, 2011 - \$14,569 + \$4,975/annum (prorated from the date of Approval by the Mayor)

For the period July 1, 2011 to June 30, 2012 - \$20,002
 For the period July 1, 2012 to June 30, 2013 - \$20,460
 For the period July 1, 2013 to June 30, 2014 - \$20,918

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 Citibank, N.A. to continue to maintain and use removable railings on the south sidewalk of 44th Drive and north sidewalk of 45th Avenue, between 23rd Street and Jackson Avenue, and on the northwest sidewalk of Jackson Avenue, northeast of 45th Avenue, in the Borough of Queens. The proposed revocable consent is for a term of ten years from July 1, 2007 to June 30, 2017 and provide among other terms and conditions for the compensation payable to the City according to the following schedule.

For the period July 1, 2007 to June 30, 2008 - \$2,492
 For the period July 1, 2008 to June 30, 2009 - \$2,567
 For the period July 1, 2009 to June 30, 2010 - \$2,644
 For the period July 1, 2010 to June 30, 2011 - \$2,723
 For the period July 1, 2011 to June 30, 2012 - \$2,802
 For the period July 1, 2012 to June 30, 2013 - \$2,881
 For the period July 1, 2013 to June 30, 2014 - \$2,960
 For the period July 1, 2014 to June 30, 2015 - \$3,039
 For the period July 1, 2015 to June 30, 2016 - \$3,118
 For the period July 1, 2016 to June 30, 2017 - \$3,197

the maintenance of a security deposit in the sum of \$3,200 and the filing of an insurance policy in the minimum amount of \$500,000/\$2,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$200,000.

#5 In the matter of a proposed revocable consent authorizing Citibank, N.A. to continue to maintain and use bollards on the south sidewalk of 44th Drive and north sidewalk of 45th Avenue, between 23rd Street and Jackson Avenue, and on the northwest sidewalk of Jackson Avenue, northeast of 45th Avenue; to remove thirteen bollards and five planters and to construct, maintain and use additional bollards on the northwest sidewalk of Jackson Avenue, northeast of 45th Avenue, in the Borough of Queens. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor. There shall be no compensation required for this revocable consent.

the maintenance of a security deposit in the sum of \$19,000, 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.

j2-23

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

AUCTION

PUBLIC AUCTION SALE NUMBER 10001 - X AND Y PUBLIC AUCTION SALE NUMBER 10002 - A

NOTICE IS HEREBY GIVEN of a 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 7, 2010 (SALE NUMBER 10002-A). 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 website, on the Friday prior to the sale date at:

*** PLEASE NOTE: THE SALES FOR JUNE 9, 2010 AND JUNE 23, 2010 (SALE NUMBERS 10001-X AND 10001-Y) HAVE BEEN CANCELLED.

<http://www.nyc.gov/autoauction> OR
<http://www.nyc.gov/autoauctions>

Terms and Conditions of sale can also be viewed at this site.

For further information, please call (718) 417-2155 or (718) 625-1313.

j4-jy7

SALE BY SEALED BID

SALE OF: 1 LOT OF AUTOMOTIVE PARTS (UNUSED) AND 1 LOT OF STORAGE CONTAINERS. (USED).

S.P.#: 10023

DUE: June 24, 2010

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

j4-24

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

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

2010 FULLY LOADED SPORT UTILITY VEHICLE – Competitive Sealed Bids – PIN# 64-6710 – DUE 06-29-10 AT 2:00 P.M. – 4x4 Toyota Hybrid or an approval equal.

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.
 Queensborough Community College, 222-05 56th Ave. 4th Floor, Rm. A-406, Bayside, NY 11364.
 MacArthur Marshall (718) 631-6202, fax: (718) 281-5152
 mmarshall@qcc.cuny.edu

j15

BIOTAGE, FLASH PURIFICATION SYSTEM – Competitive Sealed Bids – PIN# 230857 – DUE 07-07-10 AT 1:00 P.M. – Flash purification system, model Isolera One, manufactured by Biotage with variable wavelength detector as per specifications.

Must provide financial viability, have been in scientific equipment business for a minimum of one year prior to bid and provide three references for similar scope.

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.
 City University, 65-30 Kissena Blvd., Kiely Hall, 2nd Fl., Room 257, Flushing, NY 11367.
 Lorraine Prasad (718) 997-5760, fax: (718) 997-5771
 QC.Purchasing@qc.cuny.edu

j15

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

SOLICITATIONS

Goods

MILLING MACHINE – Competitive Sealed Bids – PIN# 8571000775 – DUE 06-30-10 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, fax: (212) 669-7603,
 dcasdmssbids@dcas.nyc.gov

j15

VENDOR LISTS

Goods

ACCEPTABLE BRAND LIST – In accordance with PPB Rules, Section 2-05(c)(3), the following is a list of all food

items for which an Acceptable Brands List has been established.

1. Mix, Biscuit - AB-14-1:92
2. Mix, Bran Muffin - AB-14-2:91
3. Mix, Corn Muffin - AB-14-5:91
4. Mix, Pie Crust - AB-14-9:91
5. Mixes, Cake - AB-14-11:92A
6. Mix, Egg Nog - AB-14-19:93
7. Canned Beef Stew - AB-14-25:97
8. Canned Ham Shanks - AB-14-28:91
9. Canned Corned Beef Hash - AB-14-26:94
10. Canned Boned Chicken - AB-14-27:91
11. Canned Corned Beef - AB-14-30:91
12. Canned Ham, Cured - AB-14-29:91
13. Complete Horse Feed Pellets - AB-15-1:92
14. Canned Soups - AB-14-10:92D
15. Infant Formula, Ready to Feed - AB-16-1:93
16. Spices - AB-14-12:95
17. Soy Sauce - AB-14-03:94
18. Worcestershire Sauce - AB-14-04:94

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

jy17-j4

EQUIPMENT FOR DEPARTMENT OF SANITATION –

In accordance with PPB Rules, Section 2.05(c)(3), an acceptable brands list will be established for the following equipment for the Department of Sanitation:
 A. Collection Truck Bodies
 B. Collection Truck Cab Chassis
 C. Major Component Parts (Engine, Transmission, etc.)

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

jy17-j4

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

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

jy17-j4

CORRECTION

CENTRAL OFFICE OF PROCUREMENT

■ AWARDS

Goods & Services

ON-CALL REPAIRS AND MAINTENANCE SERVICE FOR REFRIGERATION SYSTEMS – Renewal – PIN# 072200731EHS – AMT: \$795,905.00 – TO: Mico Cooling Corporation, 706 Executive Boulevard, Suite C, Valley Cottage, NY 10989. On-call repairs and preventive maintenance services for Refrigeration Systems and Equipment at various DOC locations, Citywide.

☛ j15

DESIGN & CONSTRUCTION

■ AWARDS

Construction / Construction Services

EAST 38TH STREET DEP FACILITY UPGRADE - HVAC PLUS FIRE PROTECTION WORK – Competitive Sealed Bids – PIN# 8502008CT0003C – AMT: \$2,693,000.00 – TO: North Star Mechanical Corp., 48 Grattan Street, Brooklyn, NY 11237. Project ID: EP06-38ST.
● RE-BID HVAC WORK - SHOWER/TOILET RECONSTRUCTION AT NORTH INFIRMARY COMMAND RIKERS ISLAND – Competitive Sealed Bids – PIN# 8502010CR0004C – AMT: \$176,300.00 – TO: EF Pro Contracting Inc., 147 Broome Avenue, Atlantic Beach, New York 11509. Project ID: C75NICSHW-R.
● GLENDALE YARD DOT, QUEENS – Competitive Sealed Bids – PIN# 8502009TR0002C – AMT: \$1,338,287.00 – TO: Galvin Bros. Inc./Madhue Contracting Inc. (J.V.), 149 Steamboat Road, Great Neck, New York 11024. Project ID: HWQF2002.

☛ j15

EDUCATION

DIVISION OF CONTRACTS AND PURCHASING

■ SOLICITATIONS

Goods

CORRECTION: COMMUNICATION DEVICES FOR USE BY STUDENTS WITH SPECIAL NEEDS – Sole Source – Available only from a single source - PIN# B1486040 – DUE 06-17-10 AT 5:00 P.M. – CORRECTION: The Department of Education intends to enter into a sole source agreement with Proxtalker LLC to supply 25 communication devices for use by students with special needs. Proxtalker is a picture based communication device that relates directly with the picture exchange communication system program. The Proxtalker is unique in that it incorporates this system and adds a voice to it.

Research has indicated that this product can only be obtained through Proxtalker. The DOE is looking for other vendors that are able to supply this product. To express your interest or ask a question, please send an e-mail to mmccrann@schools.nyc.gov indicating your ability to supply this product. Responses are due by 5:00 P.M., Thursday, June 17, 2010.

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. Myra McCrann (718) 935-2061 mmccrann@schools.nyc.gov

j10-16

ENVIRONMENTAL PROTECTION

CONTRACT MANAGEMENT SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

DEL-191E: WATER SUPPLY SYSTEM WIDE SECURITY ENHANCEMENT – Contract with another Government – PIN# 82610T0013 – DUE 07-01-10 AT 4:00 P.M. – DEP, Bureau of Water Supply, intends to enter into an Agreement with U.S. Army Corps of Engineers for DEL-191E. Water Supply System Wide Security Enhancement. The U.S. Army Corps of Engineers is uniquely qualified to perform this highly sensitive work in the area of the Watershed that is considered a secure area. The Kensico Dam is currently undergoing rehabilitation and there is a Consent Decree to clean the interior walls of the Dam for all mercury, PCB's and Lead. Any firm which believes it can also provide the required service in the future is invited to so, indicated by letter at: Department of Environmental Protection, Agency Chief Contracting Officer 59-17 Junction Blvd., 17th Floor, Flushing, NY 11373. Bid Room (718) 595-3265. Debra Butlien (718) 595-3423.

j10-16

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) 442-4018.

j1-d31

■ SOLICITATIONS

Goods

RADIESSE STERILE INJECTABLE IMPLANT KIT – Competitive Sealed Bids – PIN# 111-11-001 – DUE 06-29-10 AT 2:00 P.M.
● RESTYLANE GEL, INJECTABLE – Competitive Sealed Bids – PIN# 111-11-002 – DUE 06-29-10 – AT 3:00 P.M.
● JUVEDERM PLUS INJECTABLE GEL – Competitive Sealed Bids – PIN# 111-11-003 – DUE 06-29-10 AT 4:00 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 26, New York, NY 10016.
 Densil Lett (212) 562-5137, fax: (212) 562-4998 densil.lett-rivera@nychhc.org

☛ j15

Goods & Services

TMJ – Competitive Sealed Bids – PIN# 000011111005 – DUE 06-30-10 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 32, New York, NY 10016.
 Melissa Cordero (212) 562-2016, melissa.cordero@bellevue.nychhc.org

☛ j15

HOMELESS SERVICES

AGENCY CHIEF CONTRACTING OFFICER

■ INTENT TO AWARD

Human / Client Service

MEDICAL SERVICES – Negotiated Acquisition – PIN# 071-11S-003-564 – DUE 06-16-10 AT 2:00 P.M. – The Department of Homeless Services intends on entering into negotiations with The Floating Hospital, Inc. at Post Office Box 8397, Queens, NY 11101, to provide Medical and Psychiatric Screening and Assessment Services at the Prevention Assistance and Temporary Housing (PATH) located at 356 Powers Avenue, Bronx, NY 10454.

This contract will be conducted via the Negotiated Acquisition Extension, pursuant to Section 3-04 (B)(2)(iii) of the Procurement Policy Board Rules.

The term of the extension will be from July 1, 2010 to June 30, 2011 in order to allow DHS additional time to issue a Request for Proposals in FY 2010.

Qualified vendors that are interested in providing medical and related services to homeless adults in the future may contact: Calvin Pitter, Deputy Agency Chief Contracting Officer, Department of Homeless Services, 33 Beaver St., 13th Floor, NY, NY 10004 or e-mail cpitter@dhs.nyc.gov.

Compelling need to extend for a year.

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 Room 1312, New York, NY 10004.
 Calvin Pitter (212) 361-8413, cpitter@dhs.nyc.gov

☛ j15

OFFICE OF CONTRACTS AND PROCUREMENT

■ SOLICITATIONS

Human / Client Service

CORRECTION: TRANSITIONAL RESIDENCES FOR HOMELESS/ DROP-IN CENTERS – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 071-00S-003-262Z – DUE 06-27-11 AT 10:00 A.M. – CORRECTION: The Department of Homeless Services is soliciting proposals from organizations interested in developing and operating transitional residences for homeless adults and families including the Neighborhood Based Cluster Residence and drop-in centers for adults. This is an open-ended solicitation; there is no due date for submission.

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, mzmoira@dhs.nyc.gov

j6-20

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

jy1-d16

SANITATION

AGENCY CHIEF CONTRACTING OFFICER

■ INTENT TO AWARD

Services (Other Than Human Services)

GROWN NYC, OUTREACH AND EDUCATION PROJECT IN SUPPORT OF NYC RECYCLING PROGRAM – Sole Source – Available only from a single source - PIN# 82710BR00044 – DUE 06-21-10 AT 11:00 A.M. – The Department of Sanitation intends to enter into a Sole Source Negotiations with GrowNYC, to provide recycling outreach and education services in the five boroughs of New York City. Any firm which believes it can provide the subject services in the future is invited to indicate so via e-mail to kieng@dny.nyc.gov by June 21, 2010 by 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 Sanitation, 51 Chambers Street, Room 806 New York, NY 10007. ACCO (917) 237-5348.

j10-16

SCHOOL CONSTRUCTION AUTHORITY

CONTRACT ADMINISTRATION

■ SOLICITATIONS

Services (Other Than Human Services)

IT CONSULTING SERVICES IN CONNECTION WITH THE SCA'S WORKDAY HUMAN CAPITAL MANAGEMENT SYSTEM – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 10-00060R-1 – DUE 06-29-10 AT 2:00 P.M. – Please see attachment in City Record On-Line for additional details.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
 School Construction Authority, 30-30 Thomson Avenue 1st Floor, Long Island City, NY 11101.
 Seema Menon (718) 472-8284, fax: (718) 752-8284 smenon@nycsca.org

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TRIBOROUGH BRIDGE & TUNNEL AUTHORITY

■ SOLICITATIONS

Goods & Services

MAINTENANCE AND REPAIR OF OFF ROAD HEAVY DUTY VEHICLES AND EQUIPMENT – Competitive Sealed Bids – PIN# 10MNT286900 – DUE 07-07-10 AT 3:00 P.M. – A pre-bid conference is scheduled for June 23, 2010 at 10:30 A.M. Reservations must be made by contacting Joi Bell, Procurement Specialist at (646) 252-7066 no later than noon the preceding work day.

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.
 Triborough Bridge and Tunnel Authority, Bid Administration, 2 Broadway, Bid Suite, New York, NY 10004.
 Victoria Warren (646) 252-6101, fax: (646) 252-6108, vprocure@mtab.org
 All bids must be delivered to the 2 Broadway, Bid Suite, located at the 3 Stone Street entrance. Please allow extra time for delivery.

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Construction Related Services

RFEI-A FEASIBILITY STUDY FOR TUNNEL MODERNIZATION AND IMPROVEMENTS AT THE BROOKLYN BATTERY AND QUEENS MIDTOWN TUNNELS – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# PSC-10-2877 – DUE 07-09-10 AT 3:30 P.M. – Estimated range is \$2.0 - \$5M. Request for Expressions of Interest, for more information please visit our website at www.mta.info.

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.
 Triborough Bridge and Tunnel Authority, 2 Broadway, Bid Suite, NY, NY 10004. Bid Administration (646) 252-6101 fax: (646) 252-6108, vprocure@mtabt.org
 All proposals must be delivered to the 2 Broadway, Bid Suite, located at the 3 Stone Street entrance. Please allow extra time for delivery.

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AGENCY RULES

HEALTH AND MENTAL HYGIENE

NOTICE

NOTICE OF ADOPTION OF A RULE REPEALING AND RECODIFYING CHAPTER 23 OF TITLE 24 OF THE RULES OF THE CITY OF NEW YORK

In compliance with §1043 of the New York City Charter (the “Charter”), a notice of intention to repeal and recodify Chapter 23 of Title 24 of the Rules of the City of New York and notice of public hearing was published in the City Record on April 26, 2010, and a public hearing was held on May 26, 2010. Fifteen persons testified at the public hearing and 263 written comments were received.

Statutory Authority

Amendment of Chapter 23 of Title 24 of the Rules of the City of New York is authorized by §§389(b) and 1043 (a) of the New York City Charter (the “Charter”). Charter §389(b) provides that “heads of mayoral agencies shall have the power to adopt rules to carry out the powers and duties delegated to the agency head or the agency by or pursuant to federal, state or local law.” Charter §1043(a) authorizes each agency to “adopt rules necessary to carry out the powers and duties delegated to it by or pursuant to federal, state or local law.”

STATEMENT OF BASIS AND PURPOSE

In 2005, the Department of Health and Mental Hygiene (“DOHMH” or the “Department”) adopted new rules in Chapter 23 of Title 24 of the Rules of the City of New York for food service establishment sanitary inspection procedures, establishing and modifying with later amendments, a scoring system for such inspections. Chapter 23 includes two appendices demonstrating how a sanitary inspection’s violations are weighted and scored according to their severity.

At its meeting on March 16, 2010, the Board of Health amended §81.51 of the New York City Health Code, authorizing the Department to establish a letter grading program for food service establishments. The Board determined that providing restaurant grading information is feasible, will inform consumer choice and is likely to improve restaurants’ compliance with Health Code requirements and thereby reduce the burden of food borne illness in New York City.

A full development of the rationale for letter grading is set forth in the Statement of Basis and Purpose in the Board of Health resolution adopting §81.51 of the Health Code. The resolution may be found at <http://www.nyc.gov/html/doh/downloads/pdf/notice/2010/Article-81.pdf>. That rationale noted that a significant number of food service establishments are closed every year by the Department as a result of serious, repeated violations or imminent health hazards found on sanitary inspections and that restaurant conditions frequently require the Department to return for compliance inspections. Since the resolution was adopted, the number of restaurant closures by the Department has continued to rise; restaurant-related food-borne illness complaints via 311 have gone up; and hospitalization rates for food-borne illness, including illness likely to be attributable to restaurant dining, which have been increasing over the past ten years, have continued to rise.

Summary of public comments

A total of 278 comments were received about the proposed rules; 256 were in favor of the proposal and 22 were against. The comments in opposition included an objection to grading on the ground that it would have an adverse economic impact on the restaurant industry, requests that grading be delayed, proposals that New York City adopt the Los Angeles inspectional program’s scoring and grading system, and a suggestion that establishments not subject to letter grading be included and that some establishments included in grading be excluded. Comments also proposed specific changes to certain violations. The Department has carefully considered each of the comments and has made some changes in response. All of the changes are listed below. As set forth in the Statement of Basis and Purpose for the adoption of Health Code §81.51, letter grading is being adopted to provide the public with greater access to interpretable restaurant inspection findings, provide opportunities and greater incentive for restaurants to improve their food hygiene practices and comply with city and state food safety regulations, and by doing so, reduce the burden of food-borne illness in New York City.

Chapter 23 has been repealed and recodified to require posting of letter grades summarizing the results of sanitary

inspections. Some changes have been made to violations. The following changes have been made.

§23-01. Definitions and construction of words and terms replaces former §23-01, Introduction and Scope, which was repealed as no longer necessary. Changes to former §23-02, “Definitions and construction of words and terms,” renumbered as §23-01, are as follows:

Definitions have been amended for “compliance inspection,” “critical violations,” “initial inspection,” “notice of violation,” “pre-permit inspection,” “public health hazards,” and “sanitary inspection.”

Definitions of “commissioner,” “complaint inspection,” “department,” “full sanitary inspection,” “general violations,” “hazard analysis critical control point,” “numeric point value,” and “reduced oxygen packaging” have been deleted as no longer needed. A provision has been included in §23-02 that terms used in the appendices shall have the same meanings as the definitions in Article 81 of the Health Code.

New definitions have been added for “grade card,” “grade pending card,” “inspection cycle,” “OATH,” “operating or in operation,” “pre-permit serious item,” “reinspection,” “re-opening inspection.”

§23-02. Scoring of sanitary inspections. This section incorporates provisions of former §23-03 (Conduct of Sanitary Inspections) and § 23-06 (Point Values), indicating that points on an inspection will be scored based only on violations, violation conditions and condition levels listed in Appendix 23-A (Food Service Establishment Sanitary Inspection Scoring Worksheet) and Appendix 23-B (Food Service Establishment Sanitary Inspection Scoring Parameters—A Guide to Conditions).

§23-03. Letter grading. This section is new. It establishes letter grades of “A,” “B,” or “C”; indicates which inspections will result in a grade; and sets forth the inspection scores that correspond to each letter grade. Subdivision (d) provides that the Department will continue to conduct compliance inspections whenever an establishment has 28 or more points, and that these inspections will not be associated with a letter grade.

§23-04. Intervals between inspection cycles. This section is new. It establishes varying periods of time between inspection cycles based on the points scored during either an initial inspection or reinspection, or following an authorized re-opening after the Department closes an establishment. Establishments that score the highest number of points on an initial inspection or reinspection can generally expect to be inspected more frequently than lower-scoring establishments. Subdivision (b) of this section preserves the authority of the Department to conduct compliance inspections when the Department determines there is a heightened public health risk necessitating such inspections, e.g., in the case of food borne illness outbreaks or an establishment having been closed and authorized by the Department to reopen during its prior inspection cycle.

§23-05. Issuance of notices of violation. This section incorporates provisions of former §23-08 (Issuance of Notices of Violation), but deletes provisions concerning sanitary inspections that are not full inspections, as no longer necessary. Former §23-04 (Failure of Sanitary Inspections) is also repealed because the Department will no longer deem a food service establishment that has scored 28 or more points as having “failed” an inspection.

§23-06. Revocation or suspension of permits. This section amends former § 23-05, preserving provisions related to commencement of proceedings to revoke or suspend permits and adds provisions concerning the effect on an establishment’s letter grade when an establishment that has been closed by the Department is authorized to re-open.

§23-07. Posting letter grades. This section is new. It sets forth requirements for when and where letter grades must be posted and the effects of adjudication or settlement of notices of violation at the Department’s Administrative Tribunal on grade posting.

§23-08. Effect of other laws and construction. This section renumbers current § 23-09 but is otherwise unchanged.

Appendix 23-A: “Food Service Establishment Sanitary Inspection Score Worksheet”

Originally, changes were proposed to conform the descriptions of violations to the descriptions in Appendix 23-B. In response to comments, however, a number of changes were made to point values.

Appendix 23-B: “Food Service Establishment Sanitary Inspection Scoring Parameters—A Guide to Conditions”

Changes shown in the chart below apply to both Appendix 23-A and B.

Current violation number	Change	Rationale
2B*	Changing the violation, addressing in one category number of hot food items out of temperature or hot food items out of temperature in different areas of the establishment, replacing two separate “2B*” violations.	The condition levels for this violation target the establishment’s ability to maintain correct holding temperatures for hot foods. Measuring both the numbers of items out of temperature and the areas of the facility where food is out of temperature enables a more comprehensive description for identifying the violation level.
2G*	Changing the violation, addressing in one category number of cold food items out of temperature or hot food items out of temperature in different	The condition levels for this violation target the establishment’s ability to maintain correct holding temperatures for cold foods. Currently the violation

	areas of the establishment, replacing two separate “2G*” violations.	focuses on quantity of food out of temperature. Measuring both the numbers of items out of temperature and the areas of the facility where food is out of temperature enables a more comprehensive description for identifying the violation level.
2J*	Edited that Reduced Oxygen Packaged (ROP) food not cooled by an approved method whereby the internal product temperature is reduced to 38° F within two hours of cooking and if necessary further cooled to a temperature of 34° F within six (instead of four) hours of reaching 38° F.	Correcting error and making violation consistent with Health Code § 81.12.
3C*	Changed the numbers of eggs that fall within the condition levels.	Revised numbers better correspond with typical egg packaging.
3D*	Changed to specify that it is not a violation to have damaged cans on FSE premises so long as those cans are marked and separated from consumable food items. Changes also revisethe numbers of damaged cans that fall within each condition level.	The change addresses concerns that violations could be issued when a FSE has damaged cans on the premises even when it intends to return or discard those cans. The change to the numbers of cans within each condition levels is to better correspond with standard packaging.
3G*	Changing term “product” to “item” and examples of types of food that will be counted in condition of the violation.	Change clarifies types of foods that will be counted in calculating conditions.
4H*	Deleted.	This violation addressed food intended for consumption in contact with toxic material and there was redundancy with other violations that address food contamination. .
4I*	Renumbered as 4H. Clarifies that numbers of unsafe food items will be counted in calculating conditions levels, including the same food found in more than one area of an establishment.	The condition levels for this violation are meant to target the establishment’s ability to maintain unadulterated and non-contaminated food. A better measurement of this is the numbers of different kinds of foods or the same foods observed in different areas, rather than the weight of such food.
4J	Renumbered as 4I.	Renumbering.
4K	Renumbered as 4J.	Renumbering.
4L	Renumbered as 4K.	Renumbering.
4M	Renumbered as 4L.	Renumbering.
4N	Renumbered as 4M. Deleted “Evidence of roaches” to clarify that the violation is only for “live roaches.”	Renumbering. Inspectors will only identify live roaches as a violation.
4O	Renumbered as 4N. Changed this violation from “flying insects” to (a) presence of filth flies or food/refuse/sewage-associated (FRSA) flies; and (b) considers a condition I violation for 2-5 flies in a food preparation or storage area only if those flies are observed between November 1-March 1.	Renumbering. The current violation addresses “flying insects,” which is too broad; food safety concerns are derived from presence of only filth flies and food/refuse/sewage-associated flies. The former violation for 2-5 flies at any time of the year did not adequately target such concerns, and observing fewer than 6 flies in the period between March 2-October 31 could be incidental to an open window, and will not result in a violation. However, the presence of these flies in a food storage or preparation area in the coldest months is indicative of an infestation within the establishment.
4P	Renumbered as 4O. Clarified that live animals are prohibited other than fish in tank or service animal. Eliminated extraneous details.	Renumbering. Clarifying violation. Current examples include extraneous descriptions of customers and animals.
5D+	Specifying that water pressure at a hand wash sink must be adequate to enable acceptable hand washing for employees.	Changed to specify that low water pressure is a violation only if pressure is insufficient to enable proper hand washing.
5F+	Consolidated with 5G.	Consolidated with 5G.
5G+	Deleted.	Deleted and consolidated with 5F.
5H+	Renumbered as 5G+	Renumbered.
5I+	Renumbered as 5H+	Renumbered.
5J	Deleted from scoring.	Nuisance violations or failure to prevent a nuisance will be cited as separate violations but not counted in scoring.
6A	Specifying that (a) outer garments should not be soiled with possible contaminants and (b) that effective hair	Change made to clarify that soiled garments will be a violation if soiled with possible

	restraint is required only in food preparation areas.	contaminants rather than just stained or made dirty over the course of typical food preparation, and that hair restraint must be worn in food preparation areas.
6B	Adding that drinking is prohibited only from an open container.	Drinking from a closed container is permissible and consistent with FDA model food code.
7B	Deleted.	Unnecessary category of violation.
7C	Deleted.	Unnecessary category of violation.
7D	Deleted.	Unnecessary category of violation.
7E	Deleted.	Unnecessary category of violation.
7F	Deleted.	Unnecessary category of violation.
8A	Deleting violations for "holes or openings" and requiring adequate pest proofing. Conditions I and II have been deleted.	As revised, terminology more precisely identifies violations. A violation would now issue only for condition levels III or IV for failing to pest proof.
8B	Amended this violation to specify that a garbage may be left uncovered during active use.	As revised, violations will more accurately identify conditions and not assess points for uncovered garbage cans when being used for immediate disposal of food scraps during active food preparation.
9A	The change (a) deletes the term "severely"; (b) requires dented cans to be segregated from consumable food so as not to be used; and (c) changes the number of cans within each condition level.	"Severely" would be deleted to be consistent with FDA Food Code, which considers all dents to present a possible safety hazard. Pinhole damage to a can from a dent may be undetectable to the human eye, but still may compromise the integrity of the product. A damaged can should be segregated, but it will no longer be a violation simply to keep damaged cans on the premises. The change to the numbers of cans that correspond to condition levels is to better conform with standardized manufacturers' packaging.
9B	Deleting.	This violation regarding milk dating is deleted from scoring because it is not sufficiently related to food safety.
9C	Renumbering as 9B. Removing pounds as the basis for setting condition levels.	The condition levels for this violation are meant to target the establishment's ability to practice proper thawing procedures. Currently, the condition levels include pounds of food as a measurement. A better measurement than poundage is the number of improperly thawed foods or the number of different areas where improperly thawed food is found. The more items of food or the more areas of the establishment with unsafe food, the greater the indication of an inability to practice food safety. Renumbering.
9D	Renumbering to 9C.	Renumbering.
10C	Inadequate lighting violations will now also include lack of permanent lighting in food preparation, warewashing and storage areas. Violations for unshielded or non-shatter proof light bulbs have been deleted from scoring.	Deleted from scoring violations are those for uncovered or non-shatterproof light bulbs as the Department agrees with comments that such violations are only indirectly related to food safety. However lack of adequate permanent lighting in specific areas can compromise food safety by making it difficult to distinguish food items, notice dirt or contamination, or contributing to safety concerns.
10D	Clarifies and specifies conditions that will generate a scored ventilation system violation.	Listing specific descriptions of conditions that generate a violation provides better notice to establishment operators.
10F	Combining 10F and 10G and clarifying that the violation is to address ability to properly clean surfaces and equipment. Deleting "Aisle or workspace inadequate."	Change is made to clarify reason for the violation. In response to concerns that a violation could issue for a small workspace, this provision is deleted. Any food safety violations that arise from having too small a workspace will be address more specifically under other violations.

10G	Combine with 10F.	Combining with 10F.
10H	Renumbered as 10G.	Renumbering.
10I	Renumbered as 10H. Combining with original 10 J and 10 K. Changing violation to "Proper sanitization not provided for utensil ware washing operation." Changing condition levels to incorporate 10I-K.	Renumbering. Combining violation 10I with 10 J & K and deleting those.
10J	Deleted.	Combining with 10I.
10K	Deleted.	Combining with 10I.
10L	Renumbered as 10I.	Renumbering.
10M	Renumbered as 10J..	Renumbering.
12A	Deleting violation.	No longer necessary.

The proposal is as follows. Matter in brackets [] is deleted. Matter that is underlined is new.

Section 1. Chapter 23 (FOOD SERVICE ESTABLISHMENT SANITARY INSPECTION PROCEDURES) and Appendix A and Appendix B of Title 24 of the Rules of the City of New York is repealed and recodified to be printed as follows:

**CHAPTER 23
FOOD SERVICE ESTABLISHMENT SANITARY
INSPECTION PROCEDURES AND LETTER GRADING**

- §23-01. Definitions and construction of words and terms.**
- §23-02. Scoring of sanitary inspections.**
- §23-03. Letter grading.**
- §23-04. Intervals between inspection cycles.**
- §23-05. Issuance of notices of violations.**
- §23-06. Revocation or suspension of permits.**
- §23-07. Posting letter grades.**
- §23-08. Effect of other laws and construction.**

§23-01. Definitions and construction of words and terms.
Administrative Tribunal shall mean the Administrative Tribunal of the Department established in Article 7 of the Health Code.
Compliance inspection shall mean an inspection not for the purposes of grading conducted within a cycle.
Condition level shall mean the value (I, II, III, IV or V) based on the number, magnitude or pervasiveness of occurrences, or the seriousness of risk presented by a violation.
Critical violations shall mean the violations of the Health Code or other applicable law listed under the classification "critical violations" in Appendix 23-A of these rules.
Food service establishment or establishment shall have the same meaning as the definition in § 81.03 of the Health Code, except that it shall not include mobile food vending units.

General violations shall mean violations listed under the classification "general violations" in Appendix A and Appendix B of this Chapter.
Grade card shall mean the card containing the letter grade associated with the score for an inspection.

Grade pending card shall mean the card issued by the Department to an establishment indicating that an establishment's grade for the current cycle is in the process of being determined.

Initial inspection shall mean the first sanitary inspection within an inspection cycle.

Inspection cycle shall mean a series of related inspections consisting of at least an initial inspection and including, if triggered by the initial or any subsequent inspections within that cycle, a reinspection and any compliance inspections conducted by the Department because of a previous inspection score in that cycle.

Notice of violation shall have the same meaning as in Article 7 of the Health Code.
OATH shall mean the Office of Administrative Trials and Hearings of the City of New York.

Operating or in operation shall mean that a food service establishment is receiving, preparing, storing or serving food or that the establishment is open to the public.

Pre-permit inspection shall mean a sanitary inspection conducted prior to permit approval to determine compliance of a food service establishment with the Health Code and other applicable law, regardless of whether the establishment is in operation.

Pre-permit serious item is a violation, identified in Appendix 23-A of this Chapter by a plus (+) sign that shall be corrected prior to approval of the permit.
Public health hazards are critical violations or conditions that are known to contribute directly to food-borne illness or disease, identified with an asterisk (*) in Appendix 23-A of this Chapter, and which include, but are not limited to, "imminent health hazards" defined in Article 81 of the Health Code and Part 14 of the State Sanitary Code.

Reinspection shall mean a sanitary inspection conducted for the purpose of grading following receipt of a score of 14 or more points on an initial inspection.

Re-opening inspection shall mean the pre-operational inspection conducted after the Department closes an establishment to determine whether conditions leading to the closing have been corrected.

Sanitary inspection shall mean any on-site review by the Department of a food service establishment's physical facilities, food handling operations, equipment, sanitary condition, maintenance and worker hygiene practices. The term may but shall not be limited to include initial, reinspection, compliance and pre-permit inspections.

§23-02. Scoring of sanitary inspections.

The Department shall when conducting a sanitary inspection assess points only for those violations, violation conditions

and condition levels listed in Appendix 23-A (Food Service Establishment Sanitary Inspection Scoring Worksheet) and Appendix 23-B (Food Service Establishment Sanitary Inspection Scoring Parameters—A Guide to Conditions) to this Chapter. Terms used in these appendices shall have the same meaning as their definitions in Article 81 of the Health Code.

§23-03. Letter grading.

(a) The Department, whenever practicable and subject to §23-04, shall conduct an inspection cycle at least annually at each food service establishment required by §81.51 of the Health Code to post a letter grade for the purpose of issuing such establishment a grade that identifies and represents that establishment's compliance with those laws and regulations that require it to operate in a sanitary manner so as to protect public health. Based on the results of either the initial inspection or reinspection in a cycle, an establishment shall in accordance with these rules be issued a letter grade of either "A," "B," or "C" for that cycle, except that an establishment shall not receive any grade if the Department orders that it be closed.

(b) The Department shall issue a letter grade of "A" to any establishment that receives fewer than 14 points on either the initial inspection or reinspection in a cycle.

(c) The Department shall not issue a letter grade to any establishment receiving 14 or more points on an initial inspection, but shall schedule a reinspection to occur no sooner than 7 days after the initial inspection. The Department shall on the reinspection issue a letter grade of "B" to any establishment receiving 14-27 points and a letter grade of "C" to any establishment receiving 28 or more points.

(d) The Department in any cycle may, in addition to conducting an initial and any reinspection for the purpose of issuing an establishment a letter grade, also conduct a compliance inspection after any inspection that results in a score of 28 points or more. The score received on any compliance inspection shall not change an establishment's letter grade for that cycle.

§23-04. Intervals between inspection cycles.

(a) A food service establishment shall post its letter grade until the Department issues it a new letter grade card or until a "grade pending" card is required to be posted in the establishment's next inspection cycle. The Department shall not wait one year to schedule the next inspection cycle for any establishment that receives 14 or more points on its initial inspection, but instead the interval of time between the final inspection in such cycle and the initial inspection in the establishment's next cycle shall be determined by the higher score from either its initial inspection or its reinspection:

(1) An initial inspection commencing a new cycle shall be conducted 150 to 210 days after the reinspection at an establishment that receives a score of 14 to 27 points on an initial inspection or reinspection and does not score 28 or more points on either of these inspections.

(2) An initial inspection commencing a new cycle shall be conducted 90 to 150 days after the final inspection of the cycle at an establishment that receives a score of 28 or more points on its initial inspection or reinspection.

(3) An initial inspection commencing a new cycle shall be conducted within 60 to 120 days of reopening for an establishment that is authorized by the Department to reopen following a Department closure that occurs on an initial or reinspection of that establishment.

(b) Notwithstanding any other provision of this Chapter to the contrary, in circumstances when the Department believes there is an increased risk to public health, nothing in this section shall prohibit the Department from inspecting an establishment and treating that inspection as the initial inspection in a new cycle. Such circumstances include, but are not limited to, an establishment having a history of Department closure(s), being the subject of complaints of unsanitary conditions, or being compromised following an environmental emergency.

§23-05. Issuance of notices of violations.

(a) The Department shall issue a notice of violation whenever a food service establishment is cited on any sanitary inspection for one or more critical violations or accumulates 14 or more points, regardless of whether any critical violations are cited on such inspection.

(b) All violations shall be recorded and/or cited individually on inspection reports and notices of violation.

§23-06. Revocation or suspension of permits.

(a) Findings of serious and persistent violations or uncorrected public health hazards on any sanitary inspection may provide the basis for commencement of a proceeding to revoke or suspend a permit pursuant to Article 5 of the Health Code.

(b) The Department shall post signs on any establishment that it orders closed indicating that such establishment is not open to the public and shall remove any posted grade-related card.

(c) Prior to authorizing any closed establishment being allowed to re-open, the Department shall conduct a re-opening inspection. The Department may conduct as many inspections as it deems necessary to determine whether the establishment is in compliance with applicable law and may be reopened for operation.

(d) If an establishment that is required by §81.51 of the Health Code to post a letter grade is closed and then allowed to re-open, upon re-opening, the grade card that had been posted by the establishment before the closure will be posted again, except that where the closure occurred on the establishment's initial inspection, a "grade pending" card shall be posted, and any grade card previously posted shall be removed, and where the closure occurred on a reinspection a "grade pending" card or the letter grade card corresponding

to the score on the reinspection shall be posted.

§23-07. Posting letter grades.

(a) The Department shall at the time of inspection provide any establishment required by §81.51 of the Health Code to post a letter grade that receives a score of 13 or less on an initial or reinspection with a grade card displaying the letter grade "A" which shall be posted immediately by the establishment.

(b) If an establishment required by §81.51 of the Health Code to post a letter grade receives a score of 14 or more points on an initial inspection, and is not closed by the Department, it shall continue to post its grade card from the prior cycle until its reinspection. If the establishment has been issued no prior grade card, it shall have no posting until its reinspection.

(c) If an establishment required by §81.51 of the Health Code to post a letter grade receives a score of 14 or more points on the reinspection, and is not closed by the Department, the Department shall provide the establishment with a "grade pending" card and a grade card displaying the letter grade that corresponds with its inspection score at the reinspection. The establishment shall immediately post either the grade card or the "grade pending" card. If the establishment elects to post the "grade pending" card, it may only do so until it has had an opportunity to be heard at the Department's Administrative Tribunal pursuant to subdivision (d) of this section and §81.51 of the Health Code.

(d) Effect of adjudication at the Administrative Tribunal on grading of establishments required by §81.51 of the Health Code to post letter grades:

(1) If the establishment appears personally at the Administrative Tribunal and as a result of such proceeding the score received on a reinspection does not change the grade, the establishment shall immediately upon receipt of the notice of decision remove any posted "grade pending" card and post the grade card provided by the Department at such inspection.

(2) Subject to the provisions of paragraph (3) of this subdivision, if the establishment does not appear at the Administrative Tribunal on or before the scheduled hearing date, in accordance with Article 7 of the Health Code, the establishment shall, on the date of the hearing, post the letter grade card provided by the Department at the reinspection.

(3) If the establishment appears at the Administrative Tribunal on the scheduled date, but the hearing is unable to proceed for any reason, or if the establishment makes a timely request for an adjournment and such adjournment is granted, the establishment may continue to post the "grade pending" card and defer posting the letter grade card until the adjourned hearing date. In no event shall an establishment fail to post the grade card after the adjourned hearing date if the establishment is not able to proceed on such date.

(4) If the establishment appears at the Administrative Tribunal and as a result of such proceeding the score received for the reinspection changes in a way that results in a change of grade, the Department shall provide the establishment with a new letter grade card that shall be promptly posted by the establishment in place of any other letter grade card or "grade pending" card.

(5) If the establishment receives notice of decision by mail, the establishment shall immediately upon receipt of the notice of decision remove any grade pending card and post the grade card provided with the notice of decision, if any. If no new grade card is issued with the notice of decision, the establishment shall immediately post the grade card issued by the Department at the reinspection.

(6) When an establishment settles the notice of violation issued at the reinspection by mail, online, or in person, the establishment shall immediately upon settlement post the grade card issued by the Department at such reinspection.

(7) The disposition of any notice of violation at the Administrative Tribunal shall not affect any provision of this Chapter or other applicable law other than the issuance of a grade.

(e) An establishment required by §81.51 of the Health Code to post a letter grade shall shred or otherwise dispose of all non-current letter grade cards and "grade pending" cards in a manner that prevents reuse of the cards.

(f) The "grade pending" or letter grade card shall be posted in a conspicuous place where it is visible to passersby. The card shall be placed on the front window, door or exterior wall of an establishment required by §81.51 of the Health Code to post a letter grade. The card shall be within five feet of the front door or other opening to the establishment where customers enter from the street, at a vertical height no less than four feet and no more than six feet from the ground or floor. An establishment without a direct entrance from the street shall post the grade card or "grade pending" card at a place designated by the Department at its immediate point of entry so that it is clearly visible to passersby.

(g) Letter grade cards shall not be removed except when authorized by the Department.

§23-08. Effect of other laws and construction.

(a) These rules shall be read and enforced in accordance with all applicable provisions of law, including, but not limited to, the State Public Health Law and Sanitary Code, the New York City Health Code, and Title 17 of the Administrative Code of the City of New York.

(b) No provision herein shall limit the authority of the Department to conduct such other inspections or take any other action it deems necessary, to enforce any provision of law within the jurisdiction of the Department.

(c) If any provision of this Chapter is adjudged invalid by any court of competent jurisdiction, such judgment shall not affect or impair the validity of the remainder of this Chapter.

§2. The list of section headings in Title 24 of the Rules of the City of New York is amended to read as follows:

Chapter 1 Posting Regulations for Vendors of Alcoholic Beverages

* * * *

23 Food Service Establishment Sanitary Inspection Procedures and Letter Grading.

Appendix 23-A Food Service Establishment Inspection Worksheet						
CRITICAL VIOLATIONS	CONDITIONS					SCORE
	I	II	III	IV	V	
FOOD TEMPERATURE						
2A* Food not cooked to required minimum temperature: • Poultry, meat stuffing, stuffed meats ≥165° F for 15 seconds • Ground meat and food containing ground meat ≥158° F for 15 seconds • Pork, any food containing pork ≥155° F for 15 seconds • Rare roast beef, rare beefsteak except per individual customer request ≥ required temperature and time • All other foods except shell eggs per individual customer request ≥145° F for 15 seconds	-	-	-	10	28	
2B* Hot food item not held at or above 140° F.	7	8	9	10	28	
2C Hot food item that has been cooked and refrigerated is being held for service without first being reheated to 165° F or above within 2 hours.	5	6	7	8	-	
2D Precooked potentially hazardous food from commercial food processing establishment that is supposed to be heated, but is not heated to 140° F within 2 hours.	5	6	7	8	-	
2E Whole frozen poultry or poultry breasts, other than a single portion, is being cooked frozen or partially thawed.	5	6	-	-	-	
2F Meat, fish or molluscan shellfish served raw or undercooked without prior notification to customer.	-	-	-	8	-	
2G* Cold food item held above 41° F (smoked fish and reduced oxygen packaged foods above 38° F) except during necessary preparation.	7	8	9	10	28	
2H* Food not cooled by an approved method whereby the internal product temperature is reduced from 140° F to 70° F or less within 2 hours, and from 70° F to 41° F or less within 4 additional hours.	7	8	9	10	28	
2I Food prepared from ingredients at ambient temperature not cooled to 41° F or below within 4 hours.	5	6	7	8	-	
2J* Reduced oxygen packaged (ROP) foods not cooked by an approved method whereby the internal food temperature is reduced to 38° F within two hours of cooking and if necessary further cooled to a temperature of 34° F within six hours of reaching 38° F.	7	8	9	10	28	
FOOD SOURCE						
3A* Food from unapproved or unknown source or home canned. Reduced oxygen packaged (ROP) fish not frozen before processing; or ROP foods prepared on premises transported to another site	-	-	-	10	28	
3B* Shellfish not from approved source, improperly tagged/labeled; tags not retained for 90 days.	-	-	-	10	28	
3C* Eggs found dirty/cracked; liquid, frozen or powdered eggs not pasteurized.	7	8	9	10	28	
3D* Canned food product observed swollen, leaking or rusted, and not segregated from other consumable food items.	7	8	9	10	28	
3E* Potable water supply inadequate. Water or ice not potable or from unapproved source. Cross connection in potable water supply system observed.	-	-	-	10	28	
3F* Unpasteurized milk or milk product present.	-	-	-	10	28	
3G Raw food not properly washed prior to serving.	5	6	7	8	-	
FOOD PROTECTION						
4A Food Protection Certificate not held by supervisor of food operations.	-	-	-	-	10	
4B* Food worker prepares food or handles utensil when ill with a disease transmissible by food, or have exposed infected cut or burn on hand.	-	-	-	10	28	
4C* Food worker does not use proper utensil to eliminate bare hand contact with food that will not receive adequate additional heat treatment.	7	8	9	10	28	
4D* Food worker does not wash hands thoroughly after using the toilet, coughing, sneezing, smoking, eating, preparing raw foods or otherwise contaminating hands.	-	-	-	10	28	
4E* Toxic chemical improperly labeled, stored or used such that food contamination may occur.	7	8	9	10	28	
4F* Food, food preparation area, food storage area, area used by employees or patrons, contaminated by sewage or liquid waste.	-	-	-	10	28	
4G* Unprotected potentially hazardous food re-served.	-	-	-	10	28	
4H* Raw, cooked or prepared food is adulterated, contaminated, cross-contaminated, or not discarded in accordance with HACCP plan.	7	8	9	10	28	
4I Unprotected food re-served.	5	6	7	8	-	
4J Appropriately scaled metal stem-type thermometer or thermocouple not provided or used to evaluate temperatures of potentially hazardous foods during cooking, cooling, reheating and holding.	-	-	-	8	-	
4K Evidence of rats or live rats present in facility's food and/or non-food areas.	5	6	7	8	28	
4L Evidence of mice or live mice present in facility's food and/or non-food areas.	5	6	7	8	28	
4M Live roaches present in facility's food and/or non-food areas.	5	6	7	8	28	
4N Filth flies or food/refuse/sewage-associated (FRSA) flies present in facility's food and/or non-food areas. Filth flies include house flies, little house flies, blow flies, bottle flies and flesh flies. Food/refuse/sewage-associated flies include fruit flies, drain flies and Phorid flies.	5	6	7	8	28	
4O. Live animals other than fish in tank or service animal present in facility's food and/or non-food areas.	5	6	7	8	-	
FACILITY DESIGN						
5A* Sewage disposal system improper or unapproved.	-	-	-	10	28	
5B* Harmful, noxious gas or vapor detected. CO ≥13 ppm.	-	-	-	10	28	
5C+ Food contact surface improperly constructed or located. Unacceptable material used.	7	8	9	10	28	
5D+ Hand washing facility not provided in or near food preparation area and toilet room. Hot and cold running water at adequate pressure to enable cleanliness of employees not provided at facility. Soap and an acceptable hand-drying device not provided.	-	-	-	10	28	
5E+ Toilet facility not provided for employees or for patrons when required.	-	-	-	10	28	
5F+ Insufficient or no refrigerated or hot holding equipment to keep potentially hazardous foods at required temperatures.	-	-	-	10	28	
5G+ Properly enclosed service/maintenance area not provided. (Mobile Food Commissary)	-	-	-	10	28	
5H+ No facilities available to wash, rinse and sanitize utensils and/or equipment.	-	-	-	10	28	
5I+ Refrigeration used to implement HACCP plan not equipped with an electronic system that continuously monitors time and temperature.	-	-	-	10	28	
PERSONAL HYGIENE & OTHER FOOD PROTECTION						
6A Personal cleanliness inadequate. Outer garment soiled with possible contaminant. Effective hair restraint not worn in an area where food is prepared.	5	6	7	8	-	
6B Tobacco use, eating, or drinking from open container in food preparation, food storage or dishwashing area observed.	5	6	7	8	-	
6C Food not protected from potential source of contamination during storage, preparation, transportation, display or service.	5	6	7	8	-	
6D Food contact surface not properly washed, rinsed and sanitized after each use and following any activity when contamination may have occurred.	5	6	7	8	-	
6E Sanitized equipment or utensil, including in-use food dispensing utensil, improperly used or stored.	5	6	7	8	-	
6F Wiping cloths soiled or not stored in sanitizing solution.	5	6	7	-	-	
6G* HACCP plan not approved or approved HACCP plan not maintained on premises.	-	-	-	10	28	
6H Records and logs not maintained to demonstrate that HACCP plan has been properly implemented.	-	-	-	-	28	
6I Food not labeled in accordance with HACCP plan.	-	-	-	10	28	
OTHER CRITICALS						
7A Duties of an officer of the Department interfered with or obstructed.	-	-	-	-	28	
GENERAL VIOLATIONS						
CRITICAL VIOLATIONS TOTAL:						SCORE
CONDITIONS						
I						II
III						IV
V						
VERMIN/GARBAGE						
8A Facility not vermin proof. Harborage or conditions conducive to attracting vermin to the premises and/or allowing vermin to exist.	-	-	4	5	-	
8B Covered garbage receptacle not provided or inadequate, except that garbage receptacle may be uncovered during active use. Garbage storage area not properly constructed or maintained; grinder or compactor dirty.	2	3	4	5	-	

8C	Pesticide use not in accordance with label or applicable laws. Prohibited chemical used/stored. Open bait station used.	2	3	4	5	28
FOOD SOURCE						
9A	Canned food product observed dented and not segregated from other consumable food items.	2	3	4	5	-
9B	Thawing procedures improper.	2	3	4	5	-
9C	Food contact surface not properly maintained.	2	3	4	5	-
FACILITY MAINTENANCE						
10A	Toilet facility not maintained and provided with toilet paper, waste receptacle and self-closing door.	2	3	4	5	-
10B	Plumbing not properly installed or maintained; anti-siphonage or backflow prevention device not provided where required; equipment or floor not properly drained; sewage disposal system in disrepair or not functioning properly.	2	3	4	5	28
10C	Lighting inadequate; permanent lighting not provided in food preparation areas, ware washing areas, and storage rooms.	2	3	4	5	-
10D	Mechanical or natural ventilation system not provided, improperly installed, in disrepair and/or fails to prevent excessive build-up of grease, heat, steam condensation vapors, odors, smoke, and fumes.	2	3	4	5	-
10E	Accurate thermometer not provided in refrigerated or hot holding equipment.	2	3	4	5	-
10F	Non-food contact surface improperly constructed. Unacceptable material used. Non-food contact surface or equipment improperly maintained and/or not properly sealed, raised, spaced or movable to allow accessibility for cleaning on all sides, above and underneath the unit.	2	3	4	5	-
10G	Food service operation occurring in room used as living or sleeping quarters.	2	3	4	5	-
10H	Proper sanitization not provided for utensil ware washing operation.	2	3	4	5	-
10I	Single service item reused, improperly stored, dispensed; not used when required.	2	3	4	5	-
10J	"Wash hands" sign not posted at hand wash facility.	2	-	-	-	-
OTHER GENERALS						
99B	Other general.	2	3	4	5	28
GENERAL VIOLATIONS TOTAL:						
CRITICAL AND GENERAL COMBINED TOTAL:						

* Public Health Hazards (PHH) must be corrected immediately + Pre-permit Serious Violations that must be corrected before permit is issued.

APPENDIX 23-B
FOOD SERVICE ESTABLISHMENT INSPECTION SCORING PARAMETERS - A GUIDE TO CONDITIONS

	Violation	Condition I	Condition II	Condition III	Condition IV	Condition V
Critical Violations						
2A*	Food not cooked to required minimum temperature.				Failure to properly cook meats, comminuted meats, and other potentially hazardous foods (PHFs), unless a consumer specifically asks for a serving of item ordered to be cooked below the minimum temperature.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
2B*	Hot food item not held at or above 140° F.	One hot food item out of temperature in one area. Example: One tray of chicken wings held at 115° F.	Two hot food items out of temperature or the same type of food out of temperature in two different areas. Example: One tray of chicken wings and a pot of rice held at 115° F; or one tray of chicken wings on the steam table and one tray of chicken wings in the food preparation area held at 115° F.	Three hot food items out of temperature or the same type of food out of temperature in three different areas. Example: One tray of chicken wings, a pot of rice and platter of roast beef held at 115° F; or one tray of chicken wings on the steam table, one tray of chicken wings in the food preparation area and one basket of chicken near the deep fryer held at 115° F.	Four or more hot food items out of temperature or the same type of food out of temperature in four or more different areas. Example: One tray of rice, platter of roast beef and three of beef stew held at 115° F; or one tray of chicken wings on the steam table, one tray of chicken wings in the food preparation area, one basket of chicken near the deep fryer and a rotisserie machine filled with eleven chickens held at 115° F.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
2C	Hot food item that has been cooked and refrigerated is being held for service without first being reheated to 165° F or above within 2 hours.	One cooked and refrigerated hot food item not reheated to 165° F before service. Example: chicken soup.	Two cooked and refrigerated hot food items not reheated to 165° F before service. Example: chicken soup and baked ham.	Three cooked and refrigerated hot food items not reheated to 165° F before service. Example: chicken soup, baked ham and sliced turkey.	Four or more cooked and refrigerated hot food items not reheated to 165° F before service. Example: chicken soup, baked ham, sliced turkey, meatloaf and lobster bisque.	
2D	Precooked potentially hazardous food from commercial food processing establishment that is supposed to be heated, but is not heated to 140° F within 2 hours.	One precooked commercially prepared food not heated to 140° F. Example: beef patties.	Two pre-cooked commercially prepared foods not heated to 140° F. Example: beef patties and clam chowder.	Three pre-cooked commercially prepared foods not heated to 140° F. Example: beef patties, clam chowder and smoked turkey.	Four or more pre-cooked commercially prepared foods not heated to 140° F. Example: beef patties, clam chowder, smoked turkey, corned beef and avos.	
2E	Whole frozen poultry or poultry breasts, other than a single portion, are being cooked frozen or partially thawed.	One whole poultry or poultry breast being cooked from a frozen state. Example: chicken breast.	Two or more whole poultry or poultry breasts being cooked from a frozen state. Example: chicken breast, whole chicken, turkey breast and duck.	Note: For failure to properly cook poultry to the required minimum temperature, *2A cited.		
2F	Meat, fish or molluscan shellfish served raw or undercooked without prior notification to customer.				Failure to properly cook meats, comminuted meats, fish, shellfish and other PHFs, unless a consumer specifically asks for their order to be cooked below the minimum temperature.	

	Violation	Condition I	Condition II	Condition III	Condition IV	Condition V
2G*	Cold food item held above 41° F (smoked fish and Reduced Oxygen Packaged food above 38° F), except during necessary preparation.	One cold food item out of temperature in one area. Example: one slab of unsliced smoked salmon or packet of tray of smoked salmon slices above 38° F or one tray of potato salad above 41° F in service display case.	Two cold food items out of temperature or the same food item out of temperature in 2 different areas. Example: one slab of smoked salmon above 38° F and one tray of sliced tomatoes above 41° F; or one bowl of potato salad in the service display case and one bowl of potato salad in the food preparation area above 41° F.	Three cold food items out of temperature. Example: one slab of smoked salmon above 38° F and tray of sliced tomatoes and platter of tuna salad above 41° F; or one bowl of potato salad in the service display case and one bowl of potato salad in the food preparation area and one tray of potato salad in the food preparation table above 41° F.	Four cold food items out of temperature. Example: one slab of smoked salmon above 38° F and tray of sliced tomatoes, bowl of garlic in oil mixture, and bowl of cooked collard greens above 41° F; or one tray of potato salad in the service display case, one tray of potato salad in the reach-in refrigerator, and one tray of potato salad on the food preparation table above 41° F.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
2H*	Food not cooled by an approved method whereby the internal product temperature is reduced from 140° F to 70° F or less within 2 hours and from 70° F to 41° F or less within 4 additional hours.	One food item not cooled by approved method. Example: one whole, cooked turkey.	Two food items not cooled by approved method. Example: two whole, cooked turkeys.	Three food items not cooled by approved method. Example: two whole, cooked turkeys and one container of deep pot chicken stew.	Four or more food items not cooled by approved method. Example: two whole, cooked turkeys, one container of deep pot chicken stew and 10 pounds of cooked rice.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
2I	Food prepared from ingredients at ambient temperature not cooled to 41° F or below within 4 hours.	One food item prepared from ambient temperature ingredients not cooled to 41° F. Example: tuna salad prepared with canned tuna above 41° F.	Two food items prepared from ambient temperature ingredients not cooled to 41° F. Example: tuna and salmon salads prepared with canned tuna and salmon above 41° F.	Three food items prepared from ambient temperature ingredients not cooled to 41° F. Example: tuna and salmon salads prepared with canned tuna and salmon, and open can of sardines above 41° F.	Four or more food items prepared from ambient temperature ingredients not cooled to 41° F. Example: tuna and salmon salads prepared with canned tuna and salmon, and open cans of sardines and anchovies above 41° F.	

2J*	Reduced Oxygen Packaged (ROP) food not cooled by an approved method whereby the internal product temperature is reduced to 38° F within two hours of cooking and if necessary further cooled to a temperature of 34° F within six hours of reaching 38° F.	One ROP food item not cooled by approved method. Example: ROP beef stew (twelve 4 oz packages).	Two ROP food items not cooled by approved method. Example: ROP beef stew (twelve 4 oz packages) and ROP chicken fricassee (two - 2 lb packages).	Three ROP food items not cooled by approved method. Example: ROP beef stew (twelve 4 oz packages), ROP chicken fricassee (two 2 lb packages) and ROP pork tenderloin (sixteen 8oz packages).	Four ROP food items not cooled by approved method. Example: ROP beef stew (twelve 4 oz packages), ROP chicken fricassee (two 2 lb packages), ROP pork tenderloin (sixteen 8oz packages) and meat sauce (six 1lb packages).	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
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	Violation	Condition I	Condition II	Condition III	Condition IV	Condition V
3A*	Food from unapproved or unknown source or home canned; Reduced Oxygen Packaged (ROP) fish not frozen before processing; or ROP food prepared on premises, transported to another site.				One or more food items not from an approved source, or home canned. Example: wild mushrooms or home canned jellyfish or ROP fish not frozen before processing.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
3B*	Shellfish not from approved source, improperly tagged/labelled; tags not retained for 90 days.				One or more containers or kinds of shellfish not from an approved source, improperly tagged/labelled; tags not retained for 90 days. Example: clams not tagged, oyster tags not retained for 90 days, mussels improperly labeled and mussels not tagged.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
3C*	Eggs found dirty/cracked, liquid, frozen or pasteurized.	1-6 dirty/cracked eggs or liquid, frozen, or powdered eggs not pasteurized. Example: 4 dirty, and/or cracked eggs; or one container of unpasteurized liquid eggs.	7-12 dirty/cracked eggs; or 2 containers of liquid, frozen, or powdered eggs not pasteurized. Example: 9 dirty and/or cracked eggs; or 2 containers of unpasteurized liquid eggs.	13-24 dirty/cracked eggs; or three containers of liquid, frozen, or powdered eggs not pasteurized. Example: 16 dirty and/or cracked eggs; or 14 dirty and/or cracked eggs and 2 containers of unpasteurized liquid eggs.	25 or more dirty/cracked eggs; or four containers of liquid, frozen, or powdered eggs not pasteurized. Example: 25 or more dirty and/or cracked eggs; or 18 dirty and/or cracked eggs and one container of unpasteurized liquid eggs.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
3D*	Cans of food products swollen, leaking or rusted, and not segregated from consumable food.	1-6 cans of food products swollen, leaking or rusted, and not segregated from consumable food. Example: one can of tomato paste swollen and one can of salmon rusted and stored on food storage shelf.	7-12 cans of food products swollen, leaking or rusted not segregated from consumable food. Example: three cans of tomato paste swollen, and two cans of salmon and two cans of mushrooms rusted and stored on food storage shelf.	13-18 cans of food products swollen, leaking or rusted and not segregated from consumable food. Example: 10 cans of tomato paste, two cans of salmon and two cans of mushrooms rusted and stored on food storage shelf.	19 or more cans of food products swollen, leaking or rusted and not segregated from consumable food. Example: 10 cans of tomato paste swollen, two cans of salmon and two cans of mushrooms rusted, and 15 cans of baked beans leaking and stored on food storage shelf.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
3E*	Potable water supply inadequate. Water or ice not potable or from unapproved source. Cross connection in potable water supply system.				Potable water supply inadequate. Water or ice not potable or from unapproved source. Cross connection in potable water supply system.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
3F*	Unpasteurized milk or milk product present.				Unpasteurized milk or milk product present.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.

	Violation	Condition I	Condition II	Condition III	Condition IV	Condition V
3G*	Raw food not properly washed prior to serving.	1 kind of raw food type not properly washed prior to serving. Example: 2 heads of lettuce.	2 kinds of raw food types not properly washed prior to serving. Example: two heads of lettuce and 1 bunch of carrots.	3 kinds of raw food types not properly washed prior to serving. Example: 2 heads of lettuce, 1 bunch of carrots and 1 bunch of broccoli.	4 or more kinds of raw food types not properly washed prior to serving. Example: 2 heads of lettuce, 1 bunch of carrots, 1 bunch of broccoli and 1 head of cabbage.	
4A	Food Protection Certificate (FPC) not held by supervisor of food operations.					FPC not held by the supervisor of food operations.
4B*	Food worker prepares food or handles utensil when ill with a disease transmissible by food or has exposed infected cut or burn on hand.				Food worker prepares food or handles utensil when ill with a disease transmissible by food or has exposed infected cut or burn on hand.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
4C*	Food worker does not use proper utensil to eliminate bare hand contact with food that will not receive adequate additional heat treatment.	One food worker preparing ready-to-eat food with bare hands. Example: one food worker at front food preparation area preparing a sandwich.	Two food workers preparing ready-to-eat foods with bare hands. Example: one food worker at front food preparation area preparing a sandwich and one food worker in kitchen preparing Caesar salad.	Three food workers preparing ready-to-eat foods with bare hands. Example: one food worker at front food preparation area preparing a sandwich, one food worker in kitchen preparing Caesar salad and one food worker in basement preparing shrimp cocktail.	Four or more food workers preparing ready-to-eat foods with bare hands. Example: two food workers at front food preparation area preparing sandwiches, one food worker in kitchen preparing Caesar salad and one food worker in basement preparing shrimp cocktail.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
4D*	Food worker does not wash hands thoroughly after using the toilet, coughing, sneezing, smoking, eating, preparing raw foods or otherwise contaminating hands.				Food worker does not wash hands after visiting the toilet, coughing, sneezing, smoking, preparing raw foods or otherwise contaminating hands.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
4E*	Toxic chemical improperly labeled, stored or used so that contamination of food may occur.	One toxic chemical improperly labeled, stored or used so that contamination of food may occur. Example: roach spray.	Two toxic chemicals improperly labeled, stored or used so that contamination of food may occur. Example: roach spray and bleach.	Three toxic chemicals improperly labeled, stored or used so that contamination of food may occur. Example: roach spray, bleach and butane.	Four or more toxic chemicals improperly labeled, stored, or used so that contamination of food may occur. Example: roach spray, bleach, butane and rat poison.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
4F*	Food, food preparation area, food storage area or area used by employees or patrons contaminated by sewage or liquid waste.				Food, food preparation area, food storage area or area used by employees or patrons contaminated by sewage or liquid waste.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.

Violation	Condition I	Condition II	Condition III	Condition IV	Condition V	
4G*	Unprotected potentially hazardous food re-served.				Unprotected potentially hazardous food re-served. Example: bowl of cooked rice re-served.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
4H*	Raw, cooked or prepared food is adulterated, contaminated or cross-contaminated, or not discarded in accordance with HACCP plan.	One food item is spoiled, adulterated, contaminated or cross-contaminated. Example: lettuce contaminated by raw chicken or custard cream contaminated by mice droppings; or one package of ROP chicken not discarded in accordance with HACCP plan.	Two food items or two batches of same food located in two areas noted spoiled, adulterated, contaminated or cross-contaminated. Example: lettuce and cooked chicken contaminated by raw chicken; or adulterated sausage and fish; or ROP beef stew and ROP chicken fricassee not discarded in accordance with HACCP Plan.	Three food items or three batches of the same food type located in three areas noted spoiled, adulterated, contaminated or cross-contaminated. Example: lettuce, cooked chicken and raw eggs contaminated by raw chicken; or lettuce, tomatoes and fish contaminated by non-potable water; or ROP beef stew, ROP chicken fricassee and ROP pork tenderloin not discarded in accordance with HACCP Plan; or a tray of chicken contaminated with mice droppings in walk-in refrigerator, a basket of chicken under the deep fat fryer contaminated with dust and debris, a pan of chicken on the service counter cross-contaminated with raw beef drippings and chicken contaminated by mice droppings in the basement walk-in refrigerator.	Four or more food items, or four or more batches of the same food type in different areas noted spoiled, adulterated, contaminated or cross-contaminated. Example: lettuce, cooked chicken, raw eggs and cooked rice contaminated by raw chicken; or ROP beef stew, ROP chicken fricassee, ROP pork tenderloin and meat sauce not discarded in accordance with HACCP Plan; or a tray of chicken contaminated with mice droppings in an upper level walk-in refrigerator, a basket of chicken under the deep fat fryer contaminated with dust and debris, a pan of chicken on the service counter cross-contaminated with raw beef drippings and chicken contaminated by mice droppings in the basement walk-in refrigerator.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.
4I	Unprotected food re-served.	One unprotected food item re-served. Example: unwrapped crackers.	Two unprotected food items re-served. Example: unwrapped crackers and bread.	Three unprotected food items re-served. Example: unwrapped crackers, bread and pickles.	Four or more unprotected food items re-served. Example: unwrapped crackers, bread, pickles and breadsticks.	
4J	Appropriately scaled metal stem-type thermometer or thermocouple not provided or used to evaluate temperatures of potentially hazardous foods during cooking, cooling, reheating and holding.				Appropriate thermometer(s) or thermocouple not provided or used to measure the temperature of potentially hazardous foods.	

Violation	Condition I	Condition II	Condition III	Condition IV	Condition V	
4K	Evidence of rats or live rats present in facility's food and/or non-food areas.	Rats present in the facility's food or non-food areas. Example: 1-10 fresh rat droppings in one area.	Rats present in the facility's food or non-food areas, demonstrated by 11-30 fresh rat droppings in one area or 1-10 fresh rat droppings in two areas. Example: 25 fresh rat droppings in the food preparation area; or 10 fresh rat droppings in dry food storage area and 10 fresh rat droppings in the basement, food preparation area, bathroom and garbage disposal area.	Rats present in the facility's food or non-food areas, demonstrated by 31-70 fresh rat droppings in one area; 11-30 fresh rat droppings in two areas; or 1-10 fresh rat droppings in three areas. Example: 55 fresh rat droppings in food preparation area; or 14 fresh rat droppings in dry food storage area and 16 in basement; or less than 10 fresh rat droppings in the basement, food preparation area and bathroom.	Rats present in the facility's food or non-food areas, demonstrated by 1-2 live rats and/or 71-100 rat droppings in one area; 31-70 fresh rat droppings in two areas; 11-30 fresh rat droppings in three areas; or 1-10 fresh rat droppings in four areas. Example: 80 fresh rat droppings in food preparation area; or 30 fresh rat droppings in dry food storage area and 16 in basement; or fewer than 10 fresh rat droppings in basement, food prep.	Three or more live rats and/or greater than 100 rat droppings; and/or other conditions conducive to infestation of rats, i.e. holes/openings, water, food, unused equipment/material. Inspector must call office to discuss closing or other enforcement measures.
4L	Evidence of mice or live mice present in facility's food and/or non-food areas.	Mice present in the facility's food or non-food areas; 1-10 fresh mice droppings in one area. Example: 8 fresh mice droppings found in pantry.	Mice present in the facility's food or non-food areas; 11-30 fresh mice droppings in one area; or 1-10 in two areas. Example: 25 fresh mice droppings in the food preparation area; or 10 fresh mice droppings in dry food storage area and 10 in the basement.	Mice present in the facility's food or non-food areas; 31-70 mice droppings in one area; 11-30 in two areas; or 1-10 in three areas. Example: 55 fresh mice droppings in food preparation area; 14 fresh mice droppings in dry food storage area and 16 in basement; or fewer than 10 fresh mice droppings in the basement, food preparation area and bathroom.	Mice present in the facility's food or non-food areas; 1-2 live mice and/or 71-100 mice droppings in one area; 31-70 in two areas; 11-30 in three areas; or 1-10 in four areas. Example: 80 fresh mice droppings in food preparation area; 30 fresh mice droppings in dry food storage area and 16 in basement; or fewer than 10 fresh mice droppings in basement, food preparation area, bathroom and garbage disposal area.	Two or more live mice and/or greater than 100 fresh mice droppings; and/or other conditions exist conducive to infestation of mice. Example: holes/openings, water, food, unused equipment/material. Inspector must call office to discuss closing or other enforcement measures.
4M	Live roaches present in facility's food and/or non-food areas.	Roaches present in the facility's food and non-food areas. Example: 2 live roaches in the dry food area.	Roaches present in the facility's food and non-food areas; 6-10 roaches in one area; or 1-5 in two areas. Example: 7 live roaches in the food preparation area; or 2 roaches in the dry food storage area and 1 in the basement.	Roaches present in the facility's food and non-food areas; 11-15 roaches in one area; 6-10 in two areas; or 1-5 in three areas. Example: 12 live roaches in the food preparation area; 4 roaches in the dry food storage area and 5 roaches in the basement; or 1 live roach observed in walk-in, food preparation area and dry storage.	Roaches present in the facility's food and non-food areas; 16-20 roaches in one area; 11-15 in two areas; 6-10 in three areas; or 1-5 in four areas. Example: 17 live roaches in the food preparation area; 10 roaches in the dry food storage area and 5 roaches in the basement; or 1 live roach observed in walk-in, food preparation area, garbage area and dry storage area.	Greater than 20 live roaches and/or other conditions exist conducive to infestation of roaches. Example: 45 live roaches and condition conducive to infestation such as holes/openings, water, food, unused equipment/material. Inspector must call office to discuss closing or other enforcement measures.

Violation	Condition I	Condition II	Condition III	Condition IV	Condition V	
4N	Filth flies or food/refuse/sewage/associated (FRSA) flies in facility's food and/or non-food areas. Filth flies include house flies, blow flies, bottle flies and flesh flies. Food/refuse/sewage/associated flies include fruit flies, drain flies and Phorid flies.	2-5 filth flies or FRSA flies in the food preparation or food storage area during March 1, November 1 through January.	6-10 filth flies or FRSA flies in one area; or 2-5 filth flies in two areas. Example: 7 live flies in food preparation area; or 2 flies in the dry food storage area and 1 in basement.	11-15 filth flies or FRSA flies in one area; 6-10 in two areas; or 2-5 filth flies in three areas. Example: 12 live flies in food preparation area; 4 flies in the dry food storage area and 5 flies in basement; or 1 fly observed in walk-in refrigerator, food preparation area and dry storage area.	16-20 filth flies or FRSA flies in one area; 11-15 in two areas; 6-10 filth flies in three areas; or 1-5 in four areas. Example: 17 filth flies in food preparation area; 10 filth flies in dry food storage area and 5 filth flies in basement; or 2 filth flies observed in walk-in refrigerator, food preparation area, garbage area and dry storage area.	More than 30 filth flies, FRSA flies and/or other conditions exist conducive to infestation of filth flies. Example: 40 flies in the basement garbage area; and other conditions exist conducive to filth fly infestation, i.e. openings to the outer air, water, food, decaying matter, and/or sewage. Inspector must call office to discuss closing or other enforcement measures.
4O	Live animal other than fish in tank or service animal present in facility's food and/or non-food areas.	Live animal in establishment.	Two live animals in establishment.	Three live animals in establishment.	Four or more live animals in establishment.	
5A*	Sewage disposal system improper or unapproved.				Sewage or liquid waste is not disposed of in an approved or sanitary manner, or sewage or liquid waste contaminating food, food	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other

Violation	Condition I	Condition II	Condition III	Condition IV	Condition V		
5B*	Harmful, noxious gas or vapor detected. CO ≥ 13 ppm.					storage area, food preparation area, or area frequented by consumers or employees or used as a storage, preparation or utility area.	enforcement measures.
5C+	Food contact surface improperly constructed or located; or unacceptable material used.	One food contact surface or piece of equipment improperly constructed, located and/or unacceptable material used. Example: painted shelves in a walk-in unit.	Two food contact surfaces or pieces of equipment improperly constructed, located and/or unacceptable material used. Example: painted shelves in a walk-in unit and cutting board made from untreated wood.	Three food contact surfaces or pieces of equipment improperly constructed, located and/or unacceptable material used. Example: painted shelves of a walk-in unit, cutting board made from untreated wood and acidic foods placed in pewter bowl.	Four or more food contact surfaces or pieces of equipment improperly constructed, located and/or unacceptable material used. Example: painted shelves in a walk-in unit, cutting board made from untreated wood and solder and flux used to repair food contact equipment.	Failure to correct any condition of a PHH at the time of inspection. Inspector must call office to discuss closing or other enforcement measures.	Failure to correct as pre-permit serious (PPS) on an initial inspection, re-inspection, or compliance inspection results in a follow up inspection, and/or closure. Inspector must call office to discuss closing or other enforcement measures.

Violation	Condition I	Condition II	Condition III	Condition IV	Condition V		
5D+	Hand washing facility not provided in or near food preparation area and toilet room. Hot and cold running water at adequate cleanliness of employees not provided at facility. Soap and an acceptable hand-drying device not provided.					Fully equipped hand wash sinks, to include soap and paper towels not provided or conveniently located in all food preparation areas.	Failure to correct as pre-permit serious (PPS) on an initial inspection, re-inspection, or compliance inspection results in a follow up inspection, and/or closure. Inspector must call office to discuss closing or other enforcement measures.
5E+	Toilet facility not provided for employees or for patrons when required.					Toilet facility not provided for employees or for patrons when required.	Failure to correct as pre-permit serious (PPS) on an initial inspection, re-inspection, or compliance inspection results in a follow up inspection, and/or closure. Inspector must call office to discuss closing or other enforcement measures.
5F+	Insufficient or no refrigerated or hot holding equipment to keep potentially hazardous foods at required temperatures.					Refrigerated or hot holding equipment for PHFs not provided.	Failure to correct as pre-permit serious (PPS) on an initial inspection, re-inspection, or compliance inspection results in a follow up inspection, and/or closure. Inspector must call office to discuss closing or other enforcement measures.
5G+	Separate, enclosed, properly equipped cleaning and service area not provided. (Mobile Vending Commissary)					Separate, enclosed, properly equipped cleaning and service area not provided.	Failure to correct as pre-permit serious (PPS) on an initial inspection, re-inspection, or compliance inspection results in a follow up inspection, and/or closure. Inspector must call office to discuss closing or other enforcement measures.
5H+	No facilities available to wash, rinse, and sanitize utensils and/or equipment.					No facility available to wash, rinse, and sanitize utensils and equipment.	Failure to correct. Inspector must call office to discuss enforcement measures.

Violation	Condition I	Condition II	Condition III	Condition IV	Condition V		
5I+	Refrigeration used to implement HACCP plan not equipped with an electronic system that continuously monitors time and temperature.					Refrigeration used to implement HACCP plan not equipped with an electronic system that continuously monitors time and temperature.	Inspector must call office to discuss closing or other enforcement measures.
6A	Personal cleanliness. Inadequate. Outer garment soiled with possible contaminant. Effective hair restraint not worn in an area where food is prepared.	One food worker observed without clean outer garment or hair restraint.	Two food workers observed without clean outer garments and/or hair restraints.	Three food workers observed without clean outer garments and/or hair restraints.	Four or more food workers observed without clean outer garments and/or hair restraints.		
6B	Tobacco use, eating, or drinking from open container in food preparation, food storage or dishwashing area.	One food worker eating, smoking, and/or drinking from open container in food or ware washing areas or evidence of tobacco use, eating or drinking in food preparation, food storage and dishwashing area.	Two food workers eating, smoking, and/or drinking from open container in food or ware washing areas.	Three food workers eating, smoking, and/or drinking from open container in food or ware washing areas.	Four or more food workers eating, smoking, and/or drinking from open container in food or ware washing areas.		
6C	Food not protected from potential source of contamination during storage, preparation, transportation, display or service.	One food item not protected during storage, preparation, transportation, display or service.	Two food items not protected during storage, preparation, transportation, display or service.	Three food items not protected during storage, preparation, transportation, display or service.	Four or more food items not protected during storage, preparation, transportation, display or service.		
6D	Food contact surface not washed, rinsed and sanitized after each use and following any activity when contamination may have occurred.	One food contact surface not washed, rinsed or sanitized after any activity when contamination may have occurred. Example: Meat slicer encrusted with old food debris.	Two food contact surfaces not washed, rinsed or sanitized after any activity when contamination may have occurred. Example: Meat slicer and cutting board encrusted with old food debris.	Three food contact surfaces not properly washed, rinsed or sanitized after any activity when contamination may have occurred. Example: Meat slicer, wooden cutting board, and can opener encrusted with old food debris.	Four or more food contact surfaces not properly washed, rinsed or sanitized after any activity when contamination may have occurred. Example: Meat slicer, wooden cutting board, can opener, and food preparation table encrusted with old food debris and the interior of the ice machine observed with mold.		
6E	Sanitized equipment or utensil, including in-use food dispensing utensil, improperly used or stored.	One sanitized piece of equipment or utensil improperly used or stored.	Two sanitized pieces of equipment or utensils improperly used or stored.	Three sanitized pieces of equipment or utensils improperly used or stored.	Four or more sanitized pieces of equipment or utensils improperly used or stored.		

	Violation	Condition I	Condition II	Condition III	Condition IV	Condition V
6F	Wiping cloths soiled or not stored in sanitizing solution.	Two or more wiping cloths used to clean food contact surfaces not stored in sanitizing solution; or test kit to measure sanitizing solution to ensure proper sanitization of wiping cloths not provided; or sanitizer solution not at appropriate level to effectively remove contaminants from wiping cloths.	Two or more wiping cloths used to clean food contact surfaces not stored in sanitizing solution; and the test kit to measure sanitizing solution to ensure proper sanitization of wiping cloths not provided; or wiping cloths used to clean food contact surfaces not stored in sanitizing solution and test kit to measure sanitizing solution to ensure proper sanitization of wiping cloths not provided.	Two or more wiping cloths used to clean food contact surfaces are not stored in sanitizing solutions, the test kit to measure sanitizing solution to ensure proper sanitization of wiping cloths not provided; and sanitizer solution not at appropriate level to effectively remove contaminants from wiping cloths.	Approved HACCP plan not maintained on premises.	HACCP plan not approved. Inspector must call office to discuss enforcement measures.
6G	HACCP plan not approved or approved HACCP plan not maintained on premises.					
6H	Records and logs not maintained to show HACCP plan has been properly implemented.					Record and logs not maintained to show HACCP plan has been properly implemented. Inspector must call office to discuss corrective action or other enforcement measures.
6I	Food not labeled in accordance with HACCP plan.				Food not labeled in accordance with HACCP plan.	Inspector must call office to discuss corrective action or other enforcement measures.
7A	Duties of an officer of the department interfered with or obstructed.					Duties of an officer of the department interfered with or obstructed.

General Violations

8A	Facility not vermin proof. Harborage or conditions conducive to attracting vermin to the premises and/or allowing vermin to exist.		Doors and door thresholds not adequately pest proofed, and/or one or two openings in the facility facade (walls, floors, ceilings) and/or other condition conducive to pest entry or breeding.	Doors and door thresholds not adequately pest proofed, with quality materials, and/or three or more openings in the facility facade (walls, floors, ceilings) and/or other condition conducive to pest entry or breeding.		
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	Violation	Condition I	Condition II	Condition III	Condition IV	Condition V
8B	Covered garbage receptacle not provided or inadequate, except that garbage receptacle may be uncovered during active use. Garbage storage area not properly constructed or maintained; grinder or compactor dirty.	Garbage equipment and facilities not maintained or provided. Example: tight fitting lid not provided for 32-gallon garbage can used to put garbage out overnight.	Garbage equipment and facilities not maintained or provided. Example: tight-fitting lids not provided for 32-gallon garbage cans used to put garbage out overnight and garbage grinder encrusted with old food.	Garbage equipment and facilities not maintained or provided. Example: tight-fitting lids not provided for two 32-gallon garbage cans used to put garbage out overnight, garbage grinder encrusted with old food.	Garbage equipment and facilities not maintained or provided. Example: tight-fitting lids not provided for two 32-gallon garbage cans used to put garbage out overnight, garbage grinder encrusted with old food and cardboard boxes, food wrappers and 15 empty carton of milk strewn in the backyard.	
8C	Pesticide use not in accordance with label or applicable laws. Prohibited chemical used/stored. Open bait station used.	One prohibited pesticide, chemical or bait station not used in accordance with label or applicable laws.	Two types of prohibited pesticides, chemicals or bait stations not used in accordance with label or applicable laws.	Three types of prohibited pesticides, chemicals or bait stations not used in accordance with label or applicable laws.	Four or more types of prohibited pesticides, chemicals or bait stations not used in accordance with label or applicable laws.	Failure to correct. Inspector must call office to discuss enforcement measures.
9A	Canned food product dented and not segregated from consumable food.	1-6 cans dented. Example: one dented can of tomato paste stored on food storage shelf not segregated.	7-12 cans dented. Example: seven dented cans of tomato paste stored on food storage shelf not segregated.	13-24 cans dented. Example: seven dented cans of tomato paste and six dented cans of soy sauce stored on food storage shelf not segregated.	25 or more cans dented. Example: seven dented cans of tomato paste, ten dented cans of soy sauce, and five dented cans of tuna fish stored on food storage shelf not segregated.	
9B	Thawing procedures improper.	One frozen food item improperly thawed. Example: whole chicken or beefsteak improperly thawed.	Two frozen food items improperly thawed or the same type of food improperly thawed in three different areas. Example: two chickens and beefsteak improperly thawed or chicken breast improperly thawed in sink and chicken legs thawed on kitchen counter.	Three frozen food items improperly thawed or the same type of food improperly thawed in four different areas. Example: three chickens, beefsteak, and pork shoulder improperly thawed; or chicken breast improperly thawed in sink, chicken legs improperly thawed on kitchen counter, and chicken breast improperly thawed in bowl in food preparation area.	Four or more frozen food items improperly thawed or the same type of food improperly thawed in four different areas. Example: four chickens, chicken breast, beefsteak, and shrimp improperly thawed; or chicken breast, chicken legs, improperly thawed in sink, chicken breast improperly thawed in bowl in food preparation area, and chicken wings, improperly thawed near the deep fat fryer.	
9C	Food contact surface not properly maintained.	One food contact surface not properly maintained. Example: one cutting board discolored.	Two food contact surfaces not properly maintained. Example: one cutting board discolored and one plastic cutting board pitted and scratched.	Three food contact surfaces not properly maintained. Example: three cutting boards pitted and scratched.	Four or more contact surfaces not properly maintained. Example: three cutting board pitted and scratched and four cutting boards at the bar area discolored.	

10A	Toilet facility not maintained and provided with toilet paper, waste receptacle and self-closing door.	One toilet facility not maintained and provided with toilet paper, waste receptacle and self-closing door.	Two toilet facilities not maintained and provided with toilet paper, waste receptacle and a self-closing door.	Three toilet facilities not maintained and provided with toilet paper, waste receptacle and a self-closing door.	Four or more toilet facilities not maintained and provided with toilet paper, waste receptacle and a self-closing door.	
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	Violation	Condition I	Condition II	Condition III	Condition IV	Condition V
10B	Plumbing not properly installed or maintained; anti-siphonage or backflow prevention device not provided where required; equipment or floor not properly drained; sewage disposal system in disrepair or not functioning properly.	One backflow prevention device not installed, or equipment or floor not properly drained. Example: refrigerator condensation draining into a bucket.	Two backflow prevention devices not installed, or equipment or floor not properly drained. Example: refrigerator condensation draining into a bucket and air conditioner draining onto sidewalk.	Three backflow prevention devices not installed, or equipment or floor not properly drained. Example: refrigerator condensation draining into bucket, two air conditioners draining onto sidewalk and no vacuum breaker provided on the hose connected to faucet or ice machine.	Four or more backflow prevention devices not installed, or equipment or floor not properly drained. Example: refrigerator condensation draining into bucket, two air conditioners draining onto sidewalk and no vacuum breaker provided on the hose connected to faucet or ice machine.	Sewage disposal system in disrepair or not functioning properly, 5A also cited.

10C	Lighting inadequate; permanent lighting not provided in food preparation areas, ware washing areas, and storage rooms.	One instance of inadequate lighting.	Two instances of inadequate lighting.	Three instances of inadequate lighting.	Four or more instances of inadequate lighting.	
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10D	Mechanical or natural ventilation system not provided, improperly installed, in disrepair and/or fails to prevent excessive build-up of grease, heat, steam, condensation vapors, odors, smoke, and fumes.	One mechanical or natural ventilation system not provided or inadequate. Example: no ventilation provided in bathroom.	Two mechanical or natural ventilation systems not provided or inadequate. Example: no ventilation provided in bathroom, exhaust hood not sufficient to remove excess fumes in kitchen and grease collecting on walls.	Three mechanical or natural ventilation systems not provided or inadequate. Example: no ventilation provided in bathroom, exhaust hood not sufficient to remove excess fumes in kitchen and grease collecting on walls.	Four mechanical or natural ventilation systems not provided or inadequate. Example: no ventilation provided in bathroom, exhaust hood not sufficient to remove excess fumes in kitchen, grease collecting on walls, and smoke from smokehouse drifting into dining area.	
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10E	Accurate thermometer not provided in refrigerated or hot holding equipment.	One refrigeration or hot holding unit not provided with accurate thermometer to measure the temperature in the warmest part of the refrigerator or coolest part of the hot storage facility.	Two refrigeration or hot holding units not provided with accurate thermometers to measure the temperature in the warmest part of the refrigerator or coolest part of the hot storage facility.	Three refrigeration or hot holding units not provided with accurate thermometers to measure the temperature in the warmest part of the refrigerator or coolest part of the hot storage facility.	Four refrigeration or hot holding units not provided with accurate thermometers to measure the temperature in the warmest part of the refrigerator or coolest part of the hot storage facility.	
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10F	Non-food contact surface improperly constructed. Unacceptable material used. Non-food contact surface or equipment improperly maintained and/or not properly sealed, raised, spaced or movable to allow accessibility for cleaning on all sides, above and underneath the unit.	One non-food contact surface improperly constructed. Unacceptable material used. Non-food contact surface or equipment improperly maintained and/or not properly sealed, raised, spaced or movable to allow accessibility for cleaning on all sides, above and underneath the unit. Example: wall in food preparation area made of material not easily cleaned.	Two non-food contact surfaces improperly constructed. Unacceptable material used. Non-food contact surface or equipment improperly maintained and/or not properly sealed, raised, spaced or movable to allow accessibility for cleaning on all sides, above and underneath the unit. Example: wall in food preparation	Three non-food contact surfaces improperly constructed. Unacceptable material used. Non-food contact surface or equipment improperly maintained and/or not properly sealed, raised, spaced or movable to allow accessibility for cleaning on all sides, above and underneath the unit. Example: wall in food preparation	Four non-food contact surfaces improperly constructed. Unacceptable material used. Non-food contact surface or equipment improperly maintained and/or not properly sealed, raised, spaced or movable to allow accessibility for cleaning on all sides, above and underneath the unit. Example: wall in food preparation area made of brick a material not easily cleanable, build-up of grease on the wall adjacent to permanently installed convection oven which is not easily	
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	Violation	Condition I	Condition II	Condition III	Condition IV	Condition V
10G	Food service operation occurring in room used as living or sleeping quarters.	Food service operation occurring in one room used as living or sleeping quarters.	Food service operation occurring in two rooms used as living or sleeping quarters.	Food service operation occurring in three rooms used as living or sleeping quarters.	Food service operation occurring in four or more rooms used as living or sleeping quarters.	
10H	Proper sanitization not provided for utensil ware washing operation.	Manual ware washing inadequate in that one immersion basket not provided or of incorrect size.	Manual ware washing inadequate in that one immersion basket not provided or of incorrect size and manual ware washing procedure incorrect and	Manual ware washing inadequate in that one immersion basket not provided or of incorrect size, manual ware washing procedure incorrect and	Minimum final rinse temperature of 170° F not maintained or mechanical dishwasher is not operated as per manufacturer's specifications (time or temperature or chemical concentration).	
10I	Single service item reused, improperly stored, dispensed, or not used when required.	Single service item reused, improperly stored, dispensed or not used when required. Example: drinking straws not protected from contamination.	Single service item reused, improperly stored, dispensed or not used when required. Example: drinking straws not properly dispensed and paper plates not protected from contamination.	Single service item reused, improperly stored, dispensed, or not used when required. Example: drinking straws not properly dispensed, paper plates not protected from contamination, and forks not protected from contamination.	Single service item reused, improperly stored, dispensed, not used when required. Example: drinking straws, not properly dispensed, paper plates not protected from contamination, forks, not protected from contamination and plastic forks reused.	
10J	"Wash hands" sign not posted at hand wash facility.	"Wash hands" sign not posted at hand wash facility.				
99B	General other.					

SPECIAL MATERIALS

COMPTROLLER

NOTICE

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre St., Rm. 629, New York, NY 10007 on June 17, 2010 to the person or persons legally entitled an amount as certified to the

Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
27	15960	p/o 56

Acquired in the proceedings, entitled: Beach 43, 44, and 45 and Conch Drive, et. al. subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

John C. Liu
Comptroller

j3-16

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre St., Rm. 629, New York, NY 10007 on June 16, 2010 to the person or persons legally entitled an amount as certified to the

Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
46	15960	p/o 26
47	15960	p/o 25
48	15960	p/o 24
51	15960	p/o 21
52	15960	p/o 20
57	15960	p/o 14
58	15960	p/o 11
59	15960	p/o 9
70	15965	p/o 110

Acquired in the proceedings, entitled: Beach 43, 44, and 45 and Conch Drive, et. al. subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

John C. Liu
Comptroller

j3-16

HOUSING PRESERVATION & DEVELOPMENT

NOTICE

OFFICE OF ENFORCEMENT & NEIGHBORHOOD 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: June 10, 2010

TO: OCCUPANTS, FORMER OCCUPANTS AND OTHER INTERESTED PARTIES OF

Address	Application #	Inquiry Period
27 East 29th Street, Manhattan a/k/a 30 East 30th Street	50/10	May 6, 2007 to Present
308 West 48th Street, Manhattan	55/10	May 26, 2007 to Present
328 West 83rd Street, Manhattan	56/10	May 26, 2007 to Present
141 State Street, Brooklyn	51/10	May 6, 2007 to Present
448 Classon Avenue, Brooklyn	52/10	May 6, 2007 to Present
223 Berkeley Place, Brooklyn	53/10	May 12, 2007 to Present
728 Lexington Avenue, Brooklyn	54/10	May 20, 2007 to Present

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

Comments as to whether harassment has occurred at the premises should be submitted to the Anti-Harassment Unit, 100 Gold Street, 3rd Floor, New York, NY 10038, by letter postmarked not later than 30 days from the date of this notice or by an in-person statement made within the same period. To schedule an appointment for an in-person statement please call (212) 863-5277, (212) 863-8211 or (212) 863-8298.

j10-18

OFFICE OF ENFORCEMENT & NEIGHBORHOOD SERVICES CERTIFICATION OF NO HARASSMENT UNIT REQUEST FOR COMMENT ON APPLICATION FOR CERTIFICATION OF NO HARASSMENT PURSUANT TO THE SPECIAL GREENPOINT-WILLIAMSBURG DISTRICT PROVISIONS OF THE ZONING RESOLUTION

DATE OF NOTICE: June 10, 2010

TO: OCCUPANTS, FORMER OCCUPANTS AND OTHER INTERESTED PARTIES OF

Address	Application #	Inquiry Period
222 Metropolitan Avenue, Brooklyn	57/10	October 4, 2004 to Present

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

The owner of the building located at the above-referenced address seeks the issuance of an HPD Certification. The owner has represented and certified to HPD of the owner's intention to alter or demolish the building and that the eviction and relocation practices followed by the owner satisfy all applicable legal requirements and that no harassment has occurred. For your information HPD considers harassment to include, but not be limited to, the threatened or actual use of physical force, deprivation of essential services such as heat, water, gas or electric, or any other conduct intended to cause persons to vacate the premises or waive rights related to their occupancy.

HPD requests that if you have any comments or evidence of unlawful eviction and relocation practices or harassment occurring at the above referenced premises that you notify the Anti-Harassment Unit, 3rd Floor, 100 Gold Street, New York, NY 10038, by letter postmarked not later than 30 days from the date of this notice or by an in-person statement made within the same period. To schedule an appointment for an in-person statement please call (212) 863-5277, (212) 863-8211 or (212) 863-8298.

j10-18

OFFICE OF ENFORCEMENT & NEIGHBORHOOD SERVICES CERTIFICATION OF NO HARASSMENT UNIT

REQUEST FOR COMMENT ON APPLICATION FOR

CERTIFICATION OF NO HARASSMENT PURSUANT TO THE SPECIAL CLINTON DISTRICT PROVISIONS OF THE ZONING RESOLUTION

DATE OF NOTICE: June 10, 2010

TO: OCCUPANTS, FORMER OCCUPANTS AND OTHER INTERESTED PARTIES OF

Address	Application #	Inquiry Period
308 West 48th Street, Manhattan	55/10	May 26, 1995 to Present

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

The owner of the building located at the above-referenced address seeks the issuance of an HPD Certification. The owner has represented and certified to HPD of the owner's intention to alter or demolish the building and that the eviction and relocation practices followed by the owner satisfy all applicable legal requirements and that no harassment has occurred. For your information HPD considers harassment to include, but not be limited to, the threatened or actual use of physical force, deprivation of essential services such as heat, water, gas or electric, or any other conduct intended to cause persons to vacate the premises or waive rights related to their occupancy.

HPD requests that if you have any comments or evidence of unlawful eviction and relocation practices or harassment occurring at the above referenced premises that you notify the Anti-Harassment Unit, 3rd Floor, 100 Gold Street, New York, NY 10038, by letter postmarked not later than 30 days from the date of this notice or by an in-person statement made within the same period. To schedule an appointment for an in-person statement please call (212) 863-5277, (212) 863-8211 or (212) 863-8298.

j10-18

LABOR RELATIONS

NOTICE

2008-2010 BOARD OF ELECTIONS AGREEMENT

AGREEMENT entered into this 21st day of May, 2010 by and between the City of New York and the Board of Elections in the City of New York pursuant to and limited to their respective election to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the **Communications Workers of America, AFL-CIO**, on behalf of itself and its affiliated **Local 1183** (hereinafter referred to as the "Union") for the period from June 19, 2008 to June 18, 2010.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of Employees of the Employer, wherever employed, whether full-time, part-time, per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

94227	Accountant (Board of Elections)
94207	Administrative Assistant (Board of Elections)
94206	Administrative Associate (Board of Elections)
94215	Assistant Finance Officer (Board of Elections)
94414	Associate Staff Analyst (Board of Elections)
94212	Attendant (Board of Elections)
94226	Chief Voting Machine Technician (Board of Elections)
94216	Clerk to the Board (Board of Elections)
94389	Computer Operator (Board of Elections)
94208	Director of Equipment (Board of Elections)
94214	Finance Officer (Board of Elections)
94232	Financial Clerk (Board of Elections)
94209	Inspector (Board of Elections)
94217	Key Punch Operator (Board of Elections)

94231	Key Punch/Tabulator Operator (Board of Elections)
94395	Programmer (Board of Elections)
94412	Project Coordinator (Board of Elections)
94220	Secretary to the Commissioner (Board of Elections)
94204	Senior Administrative Assistant (Board of Elections)
94375	Senior Buyer (Board of Elections)
94230	Senior Clerk (Board of Elections)
94229	Senior Computer Programmer (Board of Elections)
94388	Senior Systems Analyst (Board of Elections)
94219	Senior Tabulator Operator (Board of Elections)
94211	Senior Voting Machine Technician (Board of Elections)
94205	Stenographer (Board of Elections)
94374	Stenographic Secretary Associate (Board of Elections)
94218	Tabulator Operator (Board of Elections)
94467	Technical Support Specialist (Board of Elections)
94367	Temporary Clerk (Board of Elections, all specialties)
94524	Trainer Assistant (Board of Elections)
94213	Typist (Board of Elections)
94210	Voting Machine Technician (Board of Elections)

Section 2.

The terms "Employee" and "Employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

Section 3.

For the purposes of this Agreement, Temporary Clerks must meet the requirements set forth below to be eligible for benefits. Those Temporary Clerks who meet the following requirements will continue to be eligible for benefits under this Agreement effective June 19, 2008:

- (1) on the payroll on June 19, 2007, and worked at least half of the regularly scheduled days from June 19, 2007 to June 19, 2008 *
- or
- (2) worked all of the regularly scheduled days in the twelve (12) month period prior to June 19, 2008 up to and including June 19, 2008.*

Those Temporary Clerks who meet the following requirement after June 19, 2008 will be eligible for the benefits provided for the title in this Agreement:

- (3) worked at least one-half of the regularly scheduled days in each of the two (2) immediately preceding twelve (12) month periods.*
- (4) worked all of the regularly scheduled days in the immediately preceding twelve (12) month period.*

* Reasonable allowances will be made for absences for illness or vacation.

ARTICLE II - DUES CHECK OFF

Section 1.

a. The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to 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."

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.

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

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995-2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time, per annum basis and who is eligible for any salary adjustments provided in this Agreement

shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.

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

Per diem rate - 1/261 of the appropriate minimum basic salary.

Hourly Rate - 35 hour week basis - 1/1827 of the appropriate minimum basic salary.

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

Section 2.

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

a. Effective June 19, 2008

TITLES	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board Attendant Typist Stenographer Key Punch Operator Tabulator Operator Sr. Tabulator Operator Secretary to Commissioner Inspector	\$26,852	\$28,195	
B) Voting Machine Technician	\$27,553	\$28,931	
C) Sr. Voting Machine Technician	\$30,590	\$32,119	
D) Administrative Assistant	\$39,065	\$41,018	
E) Accountant Chief Voting Machine Technician	\$42,612	\$44,743	
F) Administrative Associate Assistant Finance Officer	\$46,431	\$48,753	
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$51,164	\$53,722	
H) Steno. Secretary Assoc.	\$33,898	\$35,593	
I) Sr. Buyer Financial Clerk Senior Systems Analyst	\$48,060 \$16.41/hour \$84,006	\$50,463 \$17.23/hour \$88,206	
L) Temporary Clerk*			
M) Senior Clerk*			
N) Key Punch/Tab Operator *			
O) Computer Operator	\$37,088	\$38,942	\$54,429
P) Programmer	\$42,045	\$44,147	
Q) Project Coordinator	\$74,538	\$78,265	
R) Associate Staff Analyst	\$63,838	\$67,030	\$86,786
S) Senior Computer Programmer	\$54,077	\$56,781	\$69,180
T) Technical Support Specialist	\$46,132	\$48,439	\$61,333
U) Trainer Assistant	\$23.23/hour	\$24.39/hour	

*** See Page 5 below**

***Effective June 19, 2008**

	Hired After	Hired Between	Hired Between	Hired Before
	7/1/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$12.01	\$12.18	\$12.37	\$12.54
M. SENIOR CLERK	\$12.66	\$12.78	\$12.91	\$13.11
N. KEY PUNCH/TAB OPERATOR	\$14.25	\$14.31	\$14.35	\$14.50

***Hired On or After June 19, 2008**

	Hired On or After
	6/19/08
L. TEMPORARY CLERK	\$11.44
M. SENIOR CLERK	\$12.06
N. KEY PUNCH/TAB OPERATOR	\$13.57

b. Effective June 19, 2009

TITLES	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board Attendant Typist Stenographer Key Punch Operator Tabulator Operator Sr. Tabulator Operator Secretary to Commissioner Inspector	\$27,927	\$29,323	
B) Voting Machine Technician		\$28,655	\$30,088
C) Sr. Voting Machine Technician		\$31,813	\$33,404
D) Administrative Assistant		\$40,628	\$42,659
E) Accountant Chief Voting Machine Technician		\$44,317	\$46,533
F) Administrative Associate Assistant Finance Officer		\$48,289	\$50,703
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer		\$53,210	\$55,871
H) Steno. Secretary Assoc.		\$35,254	\$37,017
I) Sr. Buyer Financial Clerk Senior Systems Analyst		\$49,983 \$17.07/hour \$87,366	\$52,482 \$17.92/hour \$91,734
L) Temporary Clerk*			
M) Senior Clerk*			
N) Key Punch/Tab Operator *			
O) Computer Operator		\$38,571	\$40,500 \$56,606
P) Programmer		\$43,727	\$45,913
Q) Project Coordinator		\$77,520	\$81,396
R) Associate Staff Analyst		\$66,391	\$69,711 \$90,257
S) Senior Computer Programmer		\$56,240	\$59,052 \$71,947
T) Technical Support Specialist		\$47,978	\$50,377 \$63,786
U) Trainer Assistant		\$24.16/hour	\$25.37/hour

*** See Page 6 below**

***Effective June 19, 2009**

	Hired After	Hired Between	Hired Between	Hired Before
	7/1/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$12.49	\$12.67	\$12.86	\$13.04
M. SENIOR CLERK	\$13.17	\$13.29	\$13.43	\$13.63
N. KEY PUNCH/TAB OPERATOR	\$14.82	\$14.88	\$14.92	\$15.08

***Hired On or After June 19, 2009**

	Hired On or After
	6/19/09
L. TEMPORARY CLERK	\$11.90
M. SENIOR CLERK	\$12.54
N. KEY PUNCH/TAB OPERATOR	\$14.11

New Hires

The following provisions shall apply to Employees newly hired on or after June 19, 2008:

During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be five percent (5%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment as set forth in the CWA/Local 1183 Agreement. The general increases provided for in subsections 3 (a)(i) and (a) (ii) shall be applied to the "appointment rate."

Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in the CWA, Local 1183 Agreement.

Section 3. Wage Increase

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

i. Effective June 19, 2008, Employees shall receive a general increase of 4 percent.

ii. Effective June 19, 2009, Employees shall receive a general increase of 4 percent.

iii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3(a)(i) and (a) (ii) on the basis of computations heretofore utilized by the parties for all such employees.

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

i. The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on June 18, 2008;

ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on June 18, 2009;

c. i. The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels, and the minimum rates and maximum rates (including levels), if any, fixed for the applicable titles.

ii. The general increases provided for in this Section 3 (a) (i) and (a) (ii) shall not be applied to the "additions to gross".

Section 4.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 5.

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

Section 6.

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Rules and Regulations of the New York City Personnel Director or, where the Rules and Regulations of the New York City Personnel Director are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to

which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

TITLE	ADVANCEMENT INCREASE	Effective 6/19/08
Senior Voting Machine Technician (Bd. of Elections)		\$315
Administrative Assistant (Bd of Elections)		\$1,206
Administrative Associate (Bd of Elections)		\$1,366
Senior Administrative Assistant (Bd of Elections)		\$1,524
Assistant Finance Officer (Bd of Elections)		\$1,366
Finance Officer (Bd of Elections)		\$1,524
Director of Equipment (Bd of Elections)		\$1,524
Accountant (Bd of Elections)		\$1,310
Chief Technician (Bd of Elections)		\$1,469

Section 7. Longevity Increment

a. Employees with 5 years or more of "City" service in pay status shall receive a longevity increment of \$466. The rules for eligibility for the longevity increment described in this subsection are set forth in the Appendix to the above agreement.

b. Employees with 10 years or more of "City" service in pay status shall receive a longevity increment of \$250 per annum. The rules for eligibility for the longevity increment described in this subsection are set forth in the Appendix to the above Agreement.

c. Employees with 15 years or more of "City" service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a longevity increment of \$550 per annum.

d. The rules for eligibility for the longevity increment described in section (a) are set forth in Appendix A to this Agreement and are incorporated by reference herein.

e. The provisions of Section 3(c)(ii) of this Agreement shall not apply to the longevity increment set forth in this Section 8.

Section 8.

a. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of the applicable 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 its 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 of interest due to an individual employee exceeds five dollars (\$5.00).

Section 9.

An Employee who is laid off due to budgetary reasons and who is returned to service in the Employee's former title 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.

ARTICLE IV - WELFARE FUND

Section 1.

a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.

b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

c. Contributions remitted to the Union pursuant to this Section 1 and Article XIII of the Citywide Agreement are contingent upon a signed separate trusted fund agreement between the Employer and the Union.

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

Section 2.

a. Effective July 4, 2006, the contribution paid on behalf of each full-time per annum Employee shall be increased by \$100.00 per annum per Employee covered by this agreement to a mutually agreed upon Welfare Fund administered by the Union.

- b. Effective December 8, 2006, there shall be a one-time lump sum payment to the Welfare Fund in the amount of \$166.67 on behalf of each full-time active Employee and retiree who is receiving benefits on December 8, 2006.
- c. The per annum contribution rates and the one-time lump sum payment paid on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) whose normal work year is less than a full calendar year shall be adjusted in the same proportion heretofore utilized by the parties for all such Employees as the per annum contribution rates are adjusted in Section 2 (a) for full-time Employees.

Section 3.

Employees who are separated from service subsequent to July 1, 1974, and who are covered by the Welfare Fund provided for in this Article, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such program.

Section 4.

Where an Employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the Employee shall receive full Welfare Fund and City Health Insurance coverage for the period of the suspension.

Section 5.

- a. Effective June 30, 2002, the Employer shall contribute to the appropriate Welfare Fund a pro-rata annual sum of \$842.86 per Employee for all part-time per annum, hourly, per diem, per session and seasonal Employees subject to a separate agreement between the Employer and the appropriate certified union, provided said Employees are working on a regular basis at least one half the regular hours of full time Employees working on a regular basis in the same title and they do not otherwise receive a Welfare Fund contribution in their behalf.
- b. If no full time equivalent titles exist then the minimum number of hours required to be eligible to receive a contribution pursuant to this Section shall be based on the nature of employment as follows:

White Collar Employment	17 1/2 hours per week
Blue Collar Employment	20 hours per week

Section 6.

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

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

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

Section 1. Performance Levels

- a. The Union recognizes the Board's absolute right pursuant to Election Law Section 3-300 to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels or norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.
- b. Employees who work at less than acceptable levels of performance may at the discretion of the Board be subject to disciplinary measures in accordance with Election Law Section 3300.

Section 2. Supervisory Responsibility

- a. The Union recognizes the City's and the Board's absolute right pursuant to Election Law Section 3-300 to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised Employees for supervisory positions listed in Article I, Section 1 of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.
- b. Employees who fail to meet such standards may at the discretion of the Board be subject to disciplinary measures in accordance with Election Law Section 3300.

Section 3. Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI - UNION ACTIVITY

Section 1.

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

Section 2.

The Employer agrees not to discriminate in any way against any Employee for Union activity, but such activity shall not be carried on during working hours or in working areas except as specifically allowed by the provisions of this Agreement.

Section 3.

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

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

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

Section 4.

- a. Where orientation kits are supplied to new Employees, unions certified to represent such Employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.
- b. The Employer shall distribute to all newly hired Employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement.
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, *written* policy or orders of the Board of Elections issued pursuant to its authority under Section 3-300 of the Election Law in reference to the terms and conditions of employment.
- c. A claimed wrongful disciplinary action taken against an Employee.

Section 2.

The grievance procedure except for paragraph (C), shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the Employees may present the grievance at **Step I**.

Step I

The Employee and/or Union shall present the grievance verbally or in the form of a memorandum to the person designated for such purpose by the Board not later than 120 days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. The person so designated by the agency head shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the sixth work day following the date of the submission.

Step II

An appeal from an unsatisfactory decision at **Step I** shall be presented in writing to the person designated by the Board for such purpose. The appeal must be made within six (6) working days of the receipt of the **Step I** decision. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the Employee and/or the Union for review of the grievance and shall issue a written reply to the Employee and/or the Union by the end of the tenth work day following the day on which the appeal was filed.

Step III

An appeal from an unsatisfactory decision at **Step II** shall be presented in writing to the agency head or the agency head's designated representative. The appeal must be made within six (6) working days of the receipt of the **Step II** decision. The agency head or the agency head's designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a decision by the end of the tenth work day following the date on which the appeal was filed.

Step IV

An appeal from an unsatisfactory decision at **Step III** shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations, in writing, within ten (10) working days of the receipt of the **Step III** decision. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee,

shall review all appeals from **Step III** decisions and shall answer such appeals within ten (10) days.

Step V

An appeal from an unsatisfactory decision at **Step IV** may be brought by the Union or the Employer to the Office of Collective Bargaining for impartial arbitration within ten (10) working days of the receipt of the **Step IV** decision. Such arbitration shall be conducted by an arbitrator designated from a panel maintained by the Office of Collective Bargaining in accordance with applicable law, rules and regulations. A copy of the notice requesting impartial arbitration shall be forwarded to the Commissioner of Labor Relations. The costs and fees of such arbitration including the cost of a stenographer, if any, shall be borne equally by the Union and the Board. The decision or award of the arbitrator shall be final and binding, to the extent permitted by and in accordance with applicable law specifically including Section 3-300 of the Election Law, and shall not abridge or diminish any of the rights or obligations of the Board of Elections pursuant to said Section 3-300, and shall be limited solely to the application and interpretation of this Agreement, rule, regulation, existing policy or order of the Board of Elections and shall not add to, subtract from, or modify such Agreement, rule, regulations, written policy or order.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration 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 right, if any, of the Employee or Employees and the union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

Any grievance of a general nature affecting a large group of Employees and which concerns the claimed misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at **Step IV** of the grievance procedure, without resort to previous steps. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 5.

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may institute a grievance at **Step IV** of the grievance procedure.

Section 6.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may invoke the next step of the procedure.

Section 7.

The Employer shall notify the Union in writing of all grievances filed by Employees, all grievance hearings and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given 48 hours' notice of all grievance hearings.

Section 8.

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

Section 9. Disciplinary Procedure

The Board of Elections may discuss complaints or disciplinary problems with an Employee when such discussions are deemed necessary.

- a. After service upon an Employee of written charges of incompetence or misconduct, a hearing with the Employee shall be held with respect to such charges by two Commissioners, who shall represent the borough in which the Employee works. The Employee shall be served with written charges at least ten (10) days prior to the hearing. The Employee may be represented, at the Employee's option, at such hearing by a representative of the Union. The Employee and/or the Union shall have the right to examine any witness(es) and to present a defense to the charges.
- b. Within five (5) work days of the hearing the two Commissioners shall report to the full Board, which will discuss and rule on the matter. A written decision shall be issued by the full Board by the end of the tenth workday following a meeting of the Board. Disciplinary action, if any, shall be imposed consistent with the Board's ruling.
- c. The Union may appeal the Board's decision if it is arbitrary or capricious. Such appeal shall be made within ten (10) working days of the receipt of the Board's decision to the Commissioner of Labor Relations, or the Commissioner's designee, with a copy to the Board. The Union shall submit a copy of the charges and the Board's decision to the Commissioner of Labor Relations. The Commissioner of Labor Relations, or the Commissioner's designee, shall review such appeal and shall decide from the submitted papers whether a de novo hearing is necessary. If no such hearing is held, a recommendation to the Board of Elections shall be made within fifteen (15) working days from the date of the appeal is received. If a de novo hearing is held, a recommendation to the Board of Elections shall be made within fifteen (15) working days following the close of the hearing.
- d. For Employees in the General Office, the President of the Board will appoint two Commissioners, one from each political party, to represent the Board in the disciplinary proceedings.
- e. The period of an Employee's suspension without pay, pending hearing and determination of charges, shall not exceed thirty (30) days.

- f. Notwithstanding the above, nothing in this procedure is intended to restrict the Board of Elections' rights under the Election Law.
- Section 10.**
- a. All Employees hired after the execution of this agreement will not have access to the disciplinary process described in Section 9 of this Article for the first twelve (12) months of their employment.
- b. All Employees described in subparagraph (a) shall be evaluated after their first three (3) months of employment. After their first six (6) months these Employees will receive a written evaluation. After their first nine (9) months any Employee who received a less than satisfactory evaluation shall be evaluated again at that time.
- c. Any extension of an Employee's inability to use the disciplinary process shall be done with the consent of the Union and the Employee.

Section 11. Expedited Arbitration Procedure.

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 11 and notify the parties of propose hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) raise any objections thereto.

ii. CONDUCT OF HEARINGS:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VIII - OVERTIME

Section 1. Wherever practicable, the normal work week shall consist of five (5) consecutive working days separated by two (2) consecutive days off.

Section 2.

- a. "Authorized voluntary overtime" and "authorized voluntary stand-by-time" shall be defined as overtime or stand-by-time for work authorized by the Board of Elections, which the Employee is free to accept or decline.
- b. "Ordered involuntary overtime" and "ordered involuntary stand-by-time", shall be defined as overtime or stand-by-time which the Employee is directed in writing to work and which the Employee is therefore required to work. Such overtime or stand-by-time may only be authorized by the Board or a representative of the Board who is delegated such authority in writing. Whenever possible, notice of assignment to ordered involuntary overtime will be given twenty-four (24) hours in advance.

Section 3.

- a. For those Employees whose normal work week is

less than forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week shall be compensated in cash at straight time (1 time). In computing the hours worked during the week, time during which an Employee is in full pay status, whether or not such time is actually worked, shall be counted. For Employees granted a shortened work day by the Board, compensatory time for work performed between thirty (30) and thirty-five (35) hours a week when such shortened schedule is in effect shall be granted at the rate of straight time, but such work shall not be considered overtime.

- b. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.
- c. Employees who are paid in cash for overtime may not credit such time for meal allowances.

Section 4.

- a. Authorized voluntary overtime which results in any Employee working in excess of the Employee's normal work week in any calendar week shall be compensated in time off at the rate of straight time. In computing the hours worked during the week, time during which an Employee is in full pay status, whether or not such time is actually worked, shall be counted.
- b. Effective January 1, 1994 for Employees covered by the provisions of FLSA, voluntary overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one half (1 1/2x) in time provided that the total unliquidated compensatory hours credited to an Employee pursuant to this provisions may not exceed 240 hours an employee subsequent overtime earned under this provision must be compensated in cash at time and one-half (1 1/2x).

Section 5.

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-quarter (1/4) hour to the nearest one-quarter (1/4) hour and, except for an Employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week, only after one (1) hour.

Section 6.

The hourly rate of pay shall be determined by taking the below indicated fractional part of the affected employee's annual regular salary:

$$\frac{1}{261 \times 7} \text{ or } \frac{1}{1827}$$

Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is compensable in a calendar week (unless such Employee is covered by the provisions of the Fair Labor Standards Act (FLSA) and has actually worked in excess of forty hours in said calendar week). "Annual regular salary" shall in addition to all payments included in an Employees basic annual salary include all educational, assignment, and longevity differentials, and, when mandated to be included by FLSA, such other additions to gross that are regularly part of an Employee's salary.

Section 7.

- a. These overtime provisions, including recall and stand-by provisions, shall apply to all covered per annum Employees including those working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of the amount set forth in subsection 7(d) for eligibility for cash compensated overtime (the "cap").
- b. When an Employee's annual gross salary including overtime, all differentials and premium pay is higher than \$65,856 effective 8/1/06 and \$68,490 effective 2/1/07 compensatory time at the rate of straight time shall be credited for authorized overtime except as may be proscribed by FLSA. The gross salary shall be computed on annual calendar year basis and for the purposes of this Section shall mean basic annual salary plus any monies earned.
- c. Employees whose annual gross salary including overtime, all differentials and premium pay is in excess of \$65,856 effective 8/1/06 and \$68,490 effective 2/1/07 shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures. The periodic time report shall be in such form as is required by the agency.

Section 8.

Employees recalled from home for authorized ordered involuntary overtime work, shall be guaranteed overtime payment in cash for at least four (4) hours, if eligible for cash payment under Section 7 of this Article. When an employee voluntarily responds to a request to come from home for voluntary authorized overtime work, such overtime shall be compensated in time off on an hour for hour basis but with minimum compensatory time for four (4) hours.

Section 9.

- a. Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the Board. All compensatory time off must be taken by the affected Employee within the following three (3) months. Any such time not so used by the Employee's choice shall be added to the employee's sick leave balance. If the Board calls

upon an Employee not to take the compensatory time off or any part thereof within three (3) months, that portion shall be carried over until such time as it can be liquidated. This subsection shall not apply to compensatory time accrued pursuant to FLSA.

- b. For Employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:

- i. First, pre-FLSA Compensatory Time Bank
- ii. Second, FLSA Compensatory Time Bank
- iii. Third, non-FLSA Compensatory Time Bank

- c. If compensatory time off is charged to an Employee's FLSA Compensatory Time Bank and as a result the Employee will not be able to take his/her accrued non-FLSA compensatory time within the three (3) month period provided in subsection 9(a) above, the period of time in which the equivalent amount of time in the non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

Section 10.

- a. Employees who volunteer to standby in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half (1/2) hour for each hour of standby time.
- b. Employees who are required, ordered and/or scheduled on an involuntary basis to stand-by in their homes subject to recall, as authorized by the agency head or the agency head's designated representative shall receive overtime payment in cash for such time on the basis of one-half (1/2) hour paid overtime for such hour of standby time.

Section 11.

In an emergency situation, the Employer shall have a right, after negotiation with the Union, to apply a variation of these overtime regulations.

Section 12.

Except in emergency situations, when authorized and ordered by the Board or a designated representative, no Employee shall be required to actually work more than two (2) consecutive normal work shifts in any twenty-four (24) hour period nor shall said Employee be required to work more than two (2) consecutive work shifts for more than two (2) consecutive weeks.

Section 13.

In the event of any inconsistency between this Article and standards imposed by Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

ARTICLE IX - LEAVE REGULATIONS

Section 1. Applicability of Regulations

These regulations shall apply to permanent, full time, per annum and part-time Employees of the Board of Elections as applicable.

Section 2. Annual Leave Allowance

- a. A combined vacation, personal business and religious holiday leave allowance shall be established which shall be known as "annual leave allowance."

- (b)(1) Effective July 1, 1978, all part-time per annum, hourly, per diem, per session and seasonal Employees hired prior to July 1, 1985 who work at least one half the regular hours of full-time Employees in the same title shall accrue leave credits as follows:

Annual leave: One (1) hour of leave for every eleven (11) hours actually worked to a maximum accrual of two hundred and ten (210) hours.

Sick leave: One (1) hour of leave for every twenty (20) hours actually worked with no maximum accrual.

- (b)(2) If no full time equivalent title exists then the minimum number of hours required in order to receive leave credits pursuant to this Section shall be based on the nature of employment as follows:

White Collar Employee 17 1/2 hour per week
Blue Collar Employee 20 hours per week

- (c) Annual leave allowance shall be granted for Employees hired prior to July 1, 1985 as follows:

Category	Annual Leave Allowance	Monthly Accrual
Employees who have completed 15 years of service.	27 work days (five weeks and two days)	2 1/4 days
Employees who have completed 8 years of service.	25 work days (five weeks)	2 days, plus one additional day at end of the vacation year.
All other employees.	20 work days (four weeks)	1 2/3 days

- (d) For the earning of annual leave credits, the time recorded on the payroll at the full rate of pay, and the first six months of absence while receiving Workmen's Compensation payments shall be considered as time "served" by the Employee.

In the calculation of annual leave credits, a full month's credit shall be given to an Employee who has been in full pay status for at least 15 calendar days during that month, provided however, that (a) where an Employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the Employee shall lose the annual leave credits earnable in one month of each 30

days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an Employee loses annual leave credits under this rule for several months in the vacation year because the Employee has been in full pay status for fewer than 15 days in each month, but accumulates during said month a total of 30 or more calendar days in full pay status, the Employee shall be credited with the annual leave credits earnable in one month for each 30 days of such full pay status.

Section 3. Annual Leave for New Hires

(a)(i) The annual leave allowance for Employees hired on or after July 1, 1985 shall accrue as follows:

Years In Service	Annual Leave Allowance	Monthly Accrual
At the beginning of the employee's 1st year	15 work days	1.25 days per month
At the beginning of the employee's 2nd year	15 work days	1.25 days per month
At the beginning of the employee's 3rd year	15 work days	1.25 days per month
At the beginning of the employee's 4th year	15 work days	1.25 days per month
At the beginning of the employee's 5th year	20 work days	1.2/3 days per month
At the beginning of the employee's 8th year	25 work days	2 days/month plus 1 additional day at end of the leave year
At the beginning of the employee's 15th year	27 work days	2 1/4 days per month

(1) The annual leave allowance and accrual for Employees who work other than a regularly scheduled standard work week as defined in Article VI of the 1985-87 Citywide Agreement hired on or after July 1, 1985 shall be pro-rated in accordance with the schedule in subsection (a)(1) above.

(b) (1) The annual leave allowance for part-time per annum, hourly, per diem, per session and seasonal Employees hired on or after July 1, 1985 who work at least one half the regular hours of full time employees in the same title shall accrue as follows:

Years In Service	Accrual
At the beginning of the employee's 1st year	1 hour for 15 hours worked
At the beginning of the employee's 2nd year	1 hour for 15 hours worked
At the beginning of the employee's 3rd year	1 hour for 15 hours worked
At the beginning of the employee's 4th year	1 hour for 15 hours worked
At the beginning of the employee's 5th year	1 hour for 11 hours worked

(2) Where no full time equivalent title exists then the minimum number of hours required in order to receive leave credits pursuant to subsection b(i) shall be based on the nature of employment as follows:

White Collar Employees	17 1/2 hour per week
Blue Collar Employees	20 hours per week

The following modifications shall apply to employees hired on or after July 1, 2004:

Work Week	Years of Service	Monthly Accrual	Allowance
	Beginning with 17th Year	15:45 hours	189:00 hours
	Beginning with 14th Year	14:35 hours	175:00 hours
	Beginning with 13th Year	14:00 hours	168:00 hours
	Beginning with 12th Year	13:25 hours	161:00 hours
	Beginning with 11th Year	12:50 hours	154:00 hours
35	Beginning with 10th Year	12:15 hours	147:00 hours
	Beginning with 9th Year	11:40 hours	140:00 hours
	Beginning with 8th Year	11:05 hours	133:00 hours
	Beginning with 7th Year	10:30 hours	126:00 hours
	Beginning with 6th Year	9:55 hours	119:00 hours
	Beginning with 5th Year	9:20 hours	112:00 hours
	First Year	7:00 hours	84:00 hours

i. Accrual rates for annual leave and sick leave shall be adjusted accordingly.

Section 4.

Calculation of annual leave credits for vacation purposes shall be based on a year beginning May 1 hereafter known as a "vacation year". The annual leave allowance of an Employee to an Employee's credit on April 30 and not used in the succeeding vacation year may be carried over from said vacation year to the next succeeding vacation year only, with the approval of the Chairman of the Board of Elections, and any such time not used within the prescribed period shall be added to the Employee's sick leave balance.

a. Any accumulations in excess of 54 days shall be transferred to the sick leave balances of Employees.

b. In the event, however, that the Chairman of the Board of Elections calls upon an Employee to forego the Employee's vacation or any part thereof in any year, that portion thereof shall be carried over as vacation even though the same exceeds the limits as fixed in (a) above.

Section 5.

The normal unit of charge against annual leave allowance for vacation and personal business shall be one-half day. Smaller units of charge are authorized for time lost due to tardiness, religious observance, and for time lost by Employee representatives duly designated by Employee organizations operating under the Mayor's Executive Order No. 75, dated March 22, 1973, engaged in the following types of union activity:

- Attendance at Union meetings or conventions;
- Organizing and recruitment;

c. Solicitation of members;

d. Collection of union dues;

e. Distribution of union pamphlets, circulars and other literature.

Employees may not be permitted to use annual leave allowances for other than religious holidays until they have completed six months of continuous service.

Section 6.

The "Annual Leave Allowance" shall accrue on an hourly basis and may be so utilized. The rate of accrual for Employees hired prior to July 1, 1985 shall be based on the number of hours in the work week and the number of years of service of the respective Employee as follows:

Work Week	Years Service	Annual Leave Allowance	Monthly Accrual
35 hrs.	Begin. with 15	189 hours	15 3/4 hours
35 hrs.	Begin. with 8	175 hours	14 1/2 + 1 hour at end of year
35 hrs.	Prior to beginning 8	140 hours	11 2/3 hours

Section 7.

All approved leaves for annual leave shall be measured in units of 1 hour or a multiple thereof.

Section 8.

Penalties for unexcused tardiness may be imposed by the President of the Board of Elections in conformance with established rules of the Board. As a minimum, however, all unexcused tardiness both in the morning and upon return from lunch shall be charged to the annual leave allowance.

Section 9.

a. Effective January 1, 1975, the terminal leave provision for all Employees except as provided in paragraphs (b), (c), below shall be as follows:

Terminal leave with pay shall be granted prior to final separation to Employees who have completed at least ten (10) years of service on the basis of one (1) day terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

For Employees Hired on or After July 1, 2004

Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

a. Any Employee who as of January 1, 1975 has a minimum of fifteen (15) years of service as of said date may elect to receive upon retirement a terminal leave of one (1) calendar month for every ten (10) years of service pro-rated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such Employees subsequent to July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the Employee would otherwise be entitled at the time of retirement, if the Employee chooses to receive terminal leave under this paragraph.

b. In a case where an Employee has exhausted all or most of the Employee's accrued sick leave due to a major illness, the Agency head, in the Agency head's discretion, may apply two and one-fifth (2 1/5) work days for each year paid service as the basis for computing terminal leave in lieu of any other terminal leave.

c. Where an Employee has an entitlement to terminal leave and the City's fiscal situation requires that Employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an Employee cannot be considered for an extension of service past the mandatory retirement age of 65 because of budgetary considerations, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 10. (Leave Regulations)

a. Effective July 1, 1978, all shortened workday schedules shall be abolished except for Employees who work in non-air conditioned facilities and employees who have traditionally enjoyed shortened workday schedules or heat days in lieu thereof.

b. No shortened workday schedules shall be granted to any Employee until the Employee has completed one year of service.

c. All shortened workday schedules shall begin on July 1 and shall terminate on Labor Day.

Section 11.

If because of malfunctioning of heat or air conditioning apparatus, indoor temperatures fall below 55 degrees (or the current OSHA standard) in winter or above 90 degrees (or the current OSHA standard) in summer, Employees shall continue to be dismissed whenever feasible. If some or all Employees are needed in the offices or warehouses because of the workload, the decision as to how many and who shall remain shall be at the discretion of the Executive Director and the Commissioners of the Board of Elections.

Section 12.

a. A child care leave of absence without pay shall be granted to an Employee (male or female) who becomes the parent of a child up to four years of

age, either by birth or by adoption, for the period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an Employee shall be limited to a thirtysix (36) month maximum.

b. Prior to the commencement of child care leave an Employee shall be continued in pay status for a period of time equal to all of the Employee's unused accrued annual leave.

c. Employees who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.

Section 13.

When a death in an Employee's family occurs while the Employee is on annual leave, such time as is excusable for death in the family shall not be charged to annual leave or sick leave.

Section 14.

a. All Employee vacations shall be scheduled at the discretion of the agency and subject to its needs.

b. Employees shall have the right to "pick" authorized vacations on the basis of seniority in title in each work location.

c. For purposes of this Section, seniority shall be defined as length of continuous service after appointment on a full-time permanent basis.

ARTICLE X - SICK LEAVE REGULATIONS

Section 1.

a. Sick leave allowance of one day per month of service shall be credited to Employees, and shall be used only for personal illness of the Employee.

Effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members.

Effective July 1, 2004, the use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.

b. The number of sick leave allowance days permitted to accumulate shall be unlimited.

c. Sick leave may be granted at the discretion of the President or Secretary of the Board. Proof of disability must be provided by the Employee, satisfactory to the President or Secretary of the Board. Presentation of a physician's certificate in the prescribed form may be waived by the President or Secretary for absences up to and including three consecutive work days. In a case of protracted disability, such certificate shall be presented to the President or Secretary of the Board at the end of each month of continued absence.

d. The provisions above notwithstanding, the Employer may waive the requirement for proof of disability unless:

(1) An Employee requests sick leave for more than three (3) consecutive work days; or

(2) An Employee uses undocumented sick leave more than five (5) times in any subsequent six (6) month "sick leave period." Employees hired after July 1, 1976, shall be subject to the terms of this subsection commencing with the next complete "sick leave period;" or

(3) An Employee uses undocumented sick leave more than four (4) times in any subsequent six (6) month "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired after July 1, 1976 shall be subject to the terms of this subsection commencing with the next complete "sick leave period."

e. For the purposes of (d)(2) and (d)(3) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be (1) January 1 to June 30 inclusive, and (2) July 1 to December 31, inclusive. An Employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to paragraphs (d)(2) and (d)(3) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the Board before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.

f. For the purpose of this Section "one time" shall mean the consecutive use of one-half (1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts of one-half (1/2) day.

g. The provisions of paragraph d. above notwithstanding, the Board shall have the discretion to waive the medical documentation required pursuant to paragraphs d(2), and d(3), and e. for Employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

3 years	-27 days
4 years	-36 days
5 years	-45 days
6 years	-54 days
7 years	-63 days
8 years	-72 days
9 years	-81 days
10 years or more	-90 days

h. Any Employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less, shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.

(i) The medical documentation required by this Section shall be from a health practitioner licensed by the State in which the practitioner practices to diagnose and certify illness or disability.

However, proper verification of hospital confinement by an authorized hospital official either, by telephone or physical means, and approved by the Chief Clerk or the Chief Clerk's designee, shall be acceptable as proof of hospital confinement in lieu of a document from the hospital and therefore the basis for utilization of sick leave.

Section 2.

An Employee's annual leave shall be changed to sick leave during a period of verified hospitalization. In addition, if an Employee is seriously disabled but not hospitalized while on annual leave, the Board may, at its discretion, approve a change of such leave to sick leave. The decision of the Board in such matters shall not be subject to the grievance procedure.

Section 3.

The normal unit for computation of sick leave shall not be less than one-half days. The President or Secretary of the Board may authorize smaller units of charge in exceptional and unusual circumstances. Credits cannot be earned for the period an employee is on leave of absence without pay. For the earning of sick leave credits, the time recorded on the payroll at the full rate of pay, and the first six months of absence while receiving Worker's Compensation payments shall be considered as time "served" by the Employee.

The "Sick Leave Allowance" shall accrue on an hourly basis and may be utilized in hourly units. The number of hours of sick leave granted shall be based on the number of hours in the respective Employee's work week as follows:

<u>Work Week</u>	<u>Monthly Accrual</u>
35 hours	7 hours

In the calculation of sick leave credits, a full month's credit shall be given to an Employee who has been in full pay status for at least 15 calendar days during that month, provided, however, that (a) where an Employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the employee shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period, and (b) if an Employee loses sick leave credits under this rule for several months in the vacation year because the Employee has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the Employee shall be credited with sick leave credits earnable in one month of each 30 days of such full pay status.

i. For any employees *newly* hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.

Section 4.

At the discretion of the President or Secretary of the Board, Employees with at least one (1) year of service who have exhausted all earned sick leave and annual leave balances due to personal illness may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave.

Section 5.

At the discretion of the President or Secretary of the Board, permanent Employees may also be granted sick leave with pay for three months after ten years of service, after all credits have been used. In special instances, sick leave with pay may be further extended by the President or Secretary of the Board. The President or Secretary of the Board shall be guided in this matter by the nature and extent of illness and the length and character of service.

ARTICLE XI - HOLIDAY & LEAVE

Section 1. Authorized Absences with Pay

Absence of Employees for the reasons indicated below, shall be excusable in the discretion of the President of the Board without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the President of the Board.

a. Absence not to exceed four work-days in the case of death in the immediate family. Immediate 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, or any relative residing in the household.

b. For Jury Duty. Leave for jury duty shall be granted to the Employee provided that the Employee remits to the City an amount equal to the amount received for such jury duty less any amount received as reimbursement for travel expenses; provided, however, that in no case may the Employee be required to remit to the City an amount in excess of the amount of the Employee's salary for the period of such leave with pay.

c. For Court Attendance Under Subpoena or Court Order. Leave to attend court shall be granted when neither the Employee or anyone related to the Employee has a personal interest in the case, and where said attendance at court is not related to any other employment of the Employee.

d. Absence required because of Health Department ruling with respect to quarantine.

e. For attendance at New York City Civil Service examination or for official investigation interview or appointment interview in relation to the resulting eligible list.

f. For attendance of delegates and alternates at State or National conventions of veterans' organizations and volunteer firefighter's organizations.

g. Absence by Employee representatives, duly designated by Employee organizations operating under the Mayor's Executive Order No. 75, dated March 22, 1973, acting on matters related to the interests of Employees of the Board, to negotiate with and appear before departmental and other City officials and agencies including the Office of Labor Relations, Office of Collective Bargaining, the Board of Estimate, the City Council and the Department of Personnel.

h. Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

Prior notice to an authorization by the President of the Board or the President's designated representative is required for absence under (b), (c), (e), (f) and (g) of Section 1a. The Employees shall give notice to the Board as soon as possible in all other cases.

Section 2.

Employees who are on agency approved work-study paid leave-of-absence shall not have annual leave credits deducted unless they actually request and take such annual leave, provided that annual leave accruals do not exceed the maximum permitted by this Agreement.

Section 3.

Leaves of absence without pay for reasons not covered in the foregoing rules may be granted to permanent full time, per annum Employees by the President of the Board not to exceed one year. Extensions of such leave may be granted by the President of the Board not to exceed an additional period of one year.

Section 4.

The regular holidays with pay shall be:

New Year's Day	Labor Day
Martin L. King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

* One additional day in lieu of Election Day to be designated by the Board after prior notification to the Union.

**Effective July 1, 2004, Lincoln's Birthday shall no longer be a regular holiday with pay for any Employee.

Section 5.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday. However, when the Executive Director deems it necessary to keep facilities open on both Monday and Friday, Employees may be scheduled to take time off on either the Monday or Friday.

Section 6.

a. If an Employee is required to work on any of the eleven (11) holidays listed in this Section, the Employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the Employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.

b. If a holiday designated pursuant to this Agreement falls on a Saturday, the fifty percent (50%) cash premium and compensatory time off at the Employee's regular rate of pay shall apply only to those Employees who are required to work on the Saturday holiday. Employees required to work on the Monday or Friday designated by the Board for holiday observance when a holiday falls on a Saturday or a Sunday shall receive compensatory time only. With respect to an Employee who is scheduled to work on both the Saturday holiday and the day designated for observance: (1) If the Employee is required to work on only one of such days, the Employee shall be deemed to have

received compensatory time off (and shall receive the fifty percent (50%) cash premium when required to work on the Saturday holiday) or (2) if the Employee is required to work on both such days, the Employee shall receive the fifty percent (50%) cash premium and compensatory time off at the Employee regular rate of pay for all hours worked on the Saturday holiday.

c. However, if the Employee is required to work on a holiday which falls on the Employee's scheduled day off, the Employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or, if the Employee is otherwise eligible, by the overtime provisions of Article VIII. An Employee shall not receive for the same hours of work both (1) overtime pay, and (2) the fifty percent (50%) cash premium and compensatory time off.

ARTICLE XII - PERSONNEL PRACTICE

Section 1. Personnel Folder

a. An Employee shall be required to accept a copy of any evaluatory statement of the Employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the Employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the Employee must sign a form which shall indicate only that the Employee was given a copy of the evaluatory statement but that the Employee does not necessarily agree with its contents. The Employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the Employee's work performance or conduct, a copy of which is not given to the Employee, may not be used in any subsequent disciplinary actions against the Employee.

An Employee shall be permitted to view the Employee's personnel folder once a year and when an adverse personnel action is initiated against the Employee by the Employer. The viewing shall be in the presence of a designee of the Employer and held at such time and place as the Employer may prescribe.

b. All Employees who receive an evaluatory statement shall receive a form which the Employee may fill out listing their duties. Management may use this form in its evaluatory statement. This form will be attached to the evaluation in the personnel file.

Section 2.

If an Employee finds in the Employee's personnel folder any material relating to the Employee's work performance or conduct in addition to evaluatory statements prepared after July 1, 1967, the Employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

Section 3.

a. At all times it shall be the responsibility of the Board to inform the Employee of the Employee's accumulated time sufficiently in advance to allow the Employee enough time to use accrued time prior to separation from service. It shall be the Employee's responsibility to use such accrued time prior to the date the Employee must be off payroll, whether by mandatory retirement or by the end of the extension period.

b. Extensions shall not be granted in order to exhaust accrued leave.

c. If while in covered employment under the terms of this Agreement an Employee dies, the Board shall notify the beneficiary designated by the Employee in the Employee's personnel folder as to what benefits may be available from the Board and as to where claims may be initiated for such benefits.

d. The Board shall promptly notify the appropriate retirement system and request that it communicate with the beneficiary designated in the system's record.

Section 4.

Daily time records shall be maintained showing the actual hours worked by each Employee.

Section 5.

Upon appointment to a City Agency from a Civil Service eligible list immediately following continuous Board service, all sick leave, annual leave balances and compensatory time balances to a maximum of 200 hours shall be transferred with the Employee.

Section 6.

On a date prior to July 1 of each year, the Board of Elections shall furnish to each Employee an annual statement of all leave balances (sick leave, annual leave, compensatory time) accumulated as of the end of the vacation year.

Section 7.

If an Employee's paycheck is lost by the Employer, the Employer shall secure a handwritten replacement check for the Employee within three (3) working days after receipt of an affidavit by the Employee stating that the Employee has not received the lost check or any proceeds from it.

Section 8.

There shall be a shift differential of ten percent (10%) for all Employees covered by this Agreement for all scheduled hours of work between 6:00 P.M. and 8:00 A.M. with more than one hour of work between 6:00 P.M. and 8:00 A.M.

i. For any employees *newly* hired after July 1, 2004, during their first three (3) years of employment only, this provision

shall apply to scheduled hours of work between 8:00 P.M. and 8:00 A.M.

An Employee working overtime shall not receive a shift differential for such work, but shall receive overtime pay or compensatory time as provided for in Article VIII.

Section 9. Absence Due to Injury Incurred in the Performance of Official Duties

An Employee physically disabled in the performance of the Employee's official duties who has accrued sick and/or annual leave or has been advanced credits in accordance with these Leave Regulations may elect one of the following, in addition to the benefits to which the Employee is entitled under the Worker's Compensation Law, such election to be made within the first seven calendar days of absence by the Employee or someone in the Employee's behalf:

- a. To receive the difference between the amount of the Employee's weekly salary and the compensation rate, provided that:
- (1) The injured Employee or any authorized person acting in the Employee's behalf makes the request in writing, and
 - (2) The injured Employee or any authorized person acting in the Employee's behalf agrees that a pro-rated charge be made against the Employee's sick leave and/or annual leave balances equal to the number of working days of absence less the number of working days represented by the Worker's Compensation payments, and
 - (3) The injured Employee has the necessary accrued sick leave and/or annual leave balance or has been advanced credits in accordance with these against which the supplementary pay can be charged, and
 - (4) The injured Employee was not guilty of willful gross disobedience of safety rules or willful failure to use a safety device or was not under the influence of alcohol or narcotics at the time of injury or did not willfully intend to bring about injury or death upon himself or another, and
 - (5) The injured Employee undergoes such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the Board of Elections, when found fit for duty by said physicians, returns to employment.
- b. To receive Worker's Compensation benefits in their entirety with no charge against sick leave and/or annual leave:

During the period when an injured Employee is receiving Worker's Compensation and the differential to bring the Employee to full pay, the Employee will be carried on full pay status and this time shall be counted for retirement benefits.

The President of the Board of Elections is empowered to grant a leave of absence with pay for the first week's absence of an Employee covered by Worker's Compensation who is physically disabled in the performance of official duties.

Upon the determination of the President of the Board of Elections that an Employee has been physically disabled because of an assault arising out of and in the course of the Employee's employment, the agency head will grant the injured Employee a leave of absence with pay not to exceed eighteen months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the President of the Board in writing that the Employee's injury has been accepted by the Division as compensable under the Worker's Compensation law, or, if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an Employee is granted a leave of absence with pay pursuant to this Section, the Employee shall receive the difference between the Employee's weekly salary and the Employee's compensation rate with charge against annual leave or sick leave. The Employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this Section but NOT to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel.

Section 10.

Within forty-five (45) days of the receipt by the Worker's Compensation Division of the Law Department of a claim for Worker's Compensation the City shall notify the claimant that the Employee's claim has been approved or disapproved.

Failure to notify the Employee within the forty-five (45) day time limit may be grieved at Step III of the grievance procedure without resort to previous steps.

Section 11.

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

- (a) a one time choice;
- (b) exercised only after one year of retirement;
- (c) can be exercised at any time without regard to contract periods;
- (d) The effective date of change to a new plan shall be

the first day of the month in which the application has been received by the New York City Health Insurance Program.

Effective with the re-opener 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. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 12.

When a permanent Employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- (a) Employees who are summoned to the appropriate office of the Board shall be notified, whenever feasible, in writing, at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- (b) Whenever such an Employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the Employee shall be entitled to be accompanied by a Union representative or a lawyer, and the Employee shall be informed of this right. If a statement is taken, the Employee shall be entitled to a copy.
- (c) Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

ARTICLE XIII - BULLETIN BOARDS: EMPLOYER FACILITIES

Section 1.

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs.

The Employer will make available, in each borough office, space in which the Union may place its own bulletin board, which shall be clearly marked as such.

Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during Employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with Employer business.

Section 2.

The Employer will make available a space which will be locked in which personal items may be stored during working hours.

ARTICLE XIV - LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

The labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the Board of Elections shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The chairpersonship of the committee shall alternate between the members designated by the Board and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. The committee shall make its recommendations to the Board in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Board members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

Section 5.

The Board and the Union agree that the matters of productivity and incentives are appropriate subjects for discussion in the labor-management committee.

ARTICLE XV - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement. If during the term of this Agreement, Employees independently engage in any conduct prohibited by this Article, the Union shall exert its best efforts to cause such Employees to return to work.

ARTICLE XVI - HEALTH & SAFETY

- a. A Labor-Management Health and Safety

Committee shall be established in the Board. The Committee shall be composed of three labor and three management representatives for a total of six members. The management representatives shall be designated by the agency President. The committee shall meet bi-monthly or at the written request of the three labor or the three management representatives for the purpose of discussing health and safety problems in the agency and making recommendations to the President of the Board. The written request shall indicate the specific condition for which the meeting is being called.

- b. Adequate, clean, structurally safe and sanitary working facilities shall be provided for all Employees.
- c. Motor vehicles and power equipment which are in compliance with minimum standards of applicable law shall be provided to Employees who are required to use such devices.
- d. Where necessary, first aid chests, adequately marked and stocked shall be provided by the Employer in sufficient quantity for the number of Employees likely to need them and such chests shall be reasonable accessible to the Employees.
- e. The Employer agrees that the contingency plan for bomb scares which has been designed and transmitted to the operating agencies remains in effect.
- f. The sole remedy for alleged violations of this Article shall be a grievance pursuant to Article VII of this Agreement. Any Employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Article shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.
- g. In construing this Article, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of subsection b of this Article but may not affirmatively direct how the Employer should comply with this Article. If the arbitrator determines that the Employer is in violation of this Article, the Employer shall take appropriate steps to remedy the violation. If in the opinion of the Union the Employer does not achieve compliance within a reasonable period of time, the Union may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that the Employer has had a reasonable time to comply with the terms of this Article and has failed to do so, then and only then, the arbitrator may order the Employer to follow a particular course of action which will effectuate compliance with the terms of this Article. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved agency for such purposes.
- h. The Employer shall make reasonable efforts to provide for the personal security of Employees working in office buildings operated by the Employer, during such hours as said locations are open to the public.

ARTICLE XVII - BARGAINING BAR DURING TERM OF AGREEMENT

Section 1.

The parties acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining and that the terms of this Agreement represent their entire agreement after such negotiations. All subjects not provided for herein were disposed of in the course of negotiations; and the parties accordingly acknowledge that there remains no further duty to bargain concerning them unless consented to in writing.

Section 2.

Nothing herein shall authorize or require collective bargaining between the parties during the term of this Agreement, except that the parties may mutually agree to engage in collective bargaining where (a) the matter was not specifically covered by the Agreement or raised as an issue during the negotiations out of which such agreements arose and (b) there shall have arisen a significant change in circumstances with respect to such matter which could not reasonably have been anticipated by both parties at the time of the conclusion of negotiations.

Section 3.

There shall be no resumption of negotiations during the term of an agreement upon the claim that the agreement is not consummated or not executed or that one of the parties promised to resume negotiations on any particular matter unless such claim is substantiated by a written document signed by the party against whom the claim is made.

ARTICLE XVIII - APPLICABLE LAWS AND REGULATIONS

Section 1.

This Agreement and each of its provisions are expressly made subject to New York State Election Law Section 30-300 and in no way are intended to, nor do they in any manner reduce, lessen, diminish nor impair the rights and obligations of the Board of Elections of the City of New York as set forth in said Section 3300 of the Election Law.

Section 2.

The provisions of the Agreement as qualified in Section 1. are further subject to and are governed by all applicable existing and future laws and regulations and Mayoral Executive Order No. 52 and the amendments thereto which are deemed applicable to this Agreement.

ARTICLE XIX - APPENDICES

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

ARTICLE XX - SAVINGS CLAUSE

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

ARTICLE XXI - FINANCIAL EMERGENCY ACT

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

WHEREFORE, we have hereunto set our hands and seals this 21st day of May, 2010.

CITY OF NEW YORK AND THE BOARD OF ELECTIONS IN THE CITY OF NEW YORK
 COMMUNICATIONS WORKERS OF AMERICA AFLCIO, ON BEHALF OF ITSELF AND ITS LOCAL 1183

BY: _____/s/_____
 JAMES F. HANLEY
 Commissioner, Office of Labor Relations
 BY: _____/s/_____
 JOSEPH DIESSO
 Communication Workers of America

BOARD OF ELECTIONS
 LOCAL 1183
 BY: _____/s/_____
 JULIE DENT
 President, Board of Elections
 BY: _____/s/_____
 NICHOLAS B. ZIMMITTI
 President, Local 1183

APPROVED AS TO FORM:

BY: _____/s/_____
 PAUL T. REPHEN
 Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, 2010

UNIT: BOARD OF ELECTIONS

TERM: June 19, 2009 to June 18, 2010

Appendix A
Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Section 8 of the 2008-2010 CWA Agreement.

1. Only service in pay status shall be used calculate the 5, 10, and 15 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 5, 10, and 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 5, 10, and 15 years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length of work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 5, 10, and 15 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above.
 - a. time on a leave approved by the proper authority which is consistent with the **Personnel Rules and Regulations of the City of New York** or the appropriate personnel authority of a covered organization.
 - b. time prior to a reinstatement.
 - c. time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
 - d. time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsection a, b and c above shall not be used to calculate the 5, 10, and 15 years of service.

4. Once an Employee has completed the 5 years of "City" service in pay status and is eligible to receive the \$466 longevity increment, the additional \$250 or \$550 longevity increment, the \$466, the additional \$250 or \$550 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$466, additional \$250 and \$550 longevity

increment shall not become pensionable until fifteen months after the Employee becomes eligible to receive such \$466, \$250 or \$550 increment. Fifteen months after the Employee becomes eligible to receive the \$466, the \$250 or the \$550 longevity increment, such \$466, \$250 or \$550 longevity increment shall become pensionable and as part of the Employee's base rate, shall be subject to the general increase provided in Section 4a of the 1992-95 CWA Economic Agreement.

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

Joseph Diesso, Director
 Civil Service Division
 Communications Workers of America
 80 Pine Street, 37th floor
 New York, NY 10005

Nicholas B. Zimmitti
 President, Local 1183
 Communications Workers of America
 80 Pine Street
 New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that the union demands which are listed below shall be discussed by the labor-management committee.

15. In Article XVI define "clean," "sanitary," "structurally safe" and "adequate."

17. There should be a voice communications device in all elevators.

If this conforms with your understanding, please countersign below.

Very truly yours,
 /s/
 James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF CWA, Local 1183

BY: _____/s/_____
 Joseph Diesso

_____/s/_____
 Nicholas B. Zimmitti, President

THE CITY OF NEW YORK
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 80 Pine Street, 37th floor
 New York, NY 10005

Nicholas B. Zimmitti
 President, Local 1183
 Communications Workers of America
 80 Pine Street
 New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that the Board of Elections shall continue to have the paychecks of its employee members of Local 1183 (along with paychecks of other employees) delivered to each Boro Office in bulk in a sealed envelope. However, the clerk(s) assigned to distribute the paychecks to each employee shall be instructed not to divulge the contents of any employee's paycheck.

The W2 forms which are distributed once a year and documents concerning a specific employee's pension shall be placed and delivered to each employee in a sealed envelope.

If this conforms with your understanding, please countersign below.

Very truly yours,
 /s/
 James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF CWA, Local 1183

BY: _____/s/_____
 Joseph Diesso

_____/s/_____
 Nicholas B. Zimmitti, President

THE CITY OF NEW YORK
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 40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY
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 Civil Service Division
 Communications Workers of America
 80 Pine Street, 37th floor
 New York, NY 10005

Nicholas B. Zimmitti
 President, Local 1183
 Communications Workers of America
 80 Pine Street
 New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that the Board of Elections shall conduct fire drills twice a year at each of its borough offices. If feasible, a fire drill should be conducted within the first 10 days of the months of March and another during the first ten days of the month of October.

If this conforms with your understanding, please countersign below.

Very truly yours,
 /s/
 James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF CWA, Local 1183

BY: _____/s/_____
 Joseph Diesso

_____/s/_____
 Nicholas B. Zimmitti, President

THE CITY OF NEW YORK
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 Communications Workers of America
 80 Pine Street, 37th floor
 New York, NY 10005

Nicholas B. Zimmitti
 President, Local 1183
 Communications Workers of America
 80 Pine Street
 New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that during the term of the above-mentioned agreement the Board of Elections shall advise Local 1183 of proposed technological changes prior to the time of implementation if the proposed changes will directly affect bargaining unit employees. The Boards' decision on this issue shall not be subject to the grievance procedure. However, should the Board fail to advise Local 1183 of proposed technological changes as described above, the Office of Labor Relations shall intervene to assure compliance with this understanding.

If this conforms with your understanding, please countersign below.

Very truly yours,
 /s/
 James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF CWA, Local 1183

BY: _____/s/_____
 Joseph Diesso

_____/s/_____
 Nicholas B. Zimmitti, 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

Joseph Diesso, Director
 Civil Service Division
 Communications Workers of America
 80 Pine Street, 37th floor
 New York, NY 10005

Nicholas B. Zimmitti
 President, Local 1183
 Communications Workers of America
 80 Pine Street
 New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that

during the term of the above-mentioned agreement the Board of Elections shall notify Local 1183 whenever disciplinary action is taken against a Local 1183 member. In the event the Board fails to comply with the understanding, the Union's sole remedy shall be an appeal to the Office of Labor Relations.

If this conforms with your understanding, please countersign below.

Very truly yours,
/s/
James F. Hanley

**AGREED AND ACCEPTED ON BEHALF OF CWA,
Local 1183**

BY: _____/s/_____
Joseph Diesso

_____/s/_____
Nicholas B. Zimmitti, President

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Civil Service Division
Communications Workers of America
80 Pine Street, 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso & Mr. Zimmitti:

For your information, please note the following:

1) Where practicable the Commissioners of the Board of Elections will attempt to make promotions from within the Board of Elections.

2) The Administrative Code Title B (City Commission on Human Rights) and Executive Order No. 22 of 1970 (Prohibiting Discrimination in Employment by the City Department and Agencies) remains in full force and effect.

3) If the Union so desires and can provide to the City an estimate of the number of Local 1183 members who wish to join the CWA Savings and Retirement Trust, the City will meet with the Union and Representatives of the Comptroller Office, to attempt to devise a mechanism permitting employee deductions and transmittal of monies to the CWA Savings and Retirement Trust.

4) The Board agrees that the names and original appointment dates of all current Board of Elections employees who are represented by Local 1183 will be provided to the employees within 30 days of the final approval of Local 1183's 1984-87 collective bargaining agreement. However, names and appointment dates will be provided only to the extent that such information is readily accessible to the Board.

Very truly yours,
/s/
James F. Hanley

**AGREED AND ACCEPTED ON BEHALF OF CWA,
Local 1183**

BY: _____/s/_____
Joseph Diesso

_____/s/_____
Nicholas B. Zimmitti, 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

Joseph Diesso
Director, Civil Service Division
Communication Workers of America
80 Pine Street, 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

For the purposes of Section 2(a), "approved leave" is further defined to include:

- a. maternity/childcare leave
- b. military leave
- c. unpaid time while on jury duty
- d. unpaid leave for union business pursuant to Executive Order 75
- e. unpaid leave pending workers' compensation determination
- f. unpaid leave while on workers' compensation option 2
- g. approved unpaid time off due to illness or exhaustion of paid sick leave
- h. approved unpaid time off due to family illness
- i. other pre-approved leaves without pay

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 CWA,
Local 1183**

BY: _____/s/_____
Joseph Diesso

_____/s/_____
Nicholas B. Zimmitti, 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

Joseph Diesso
Director, Civil Service Division
Communication Workers of America
80 Pine Street, 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

- a. Funding was not provided to permit the application of the general increases to the longevity increments provided in various separate unit agreements. Therefore the provisions of Section 3 (a)(i) of the *2008-2010 CWA Local 1183 Agreement* shall *not* apply to such longevity increments.
- b. Notwithstanding the above, once an employee has completed the required years of "City" service in pay status and is eligible to receive the longevity increment, the payment shall become part of the employee's base rate for all purposes except as provided in paragraph c. below.
- c. The longevity increment shall not become pensionable until fifteen months after the employee begins to receive such increment. Fifteen months after the employee begins to receive the longevity increment, such longevity increment shall become pensionable and as part of the employee's base rate, the longevity increment shall be subject to the general increases provided in Section 3 (a) of this Agreement.
- d. All other provisions of Appendix A shall remain in full force and effect.

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 CWA,
Local 1183**

BY: _____/s/_____
Joseph Diesso

_____/s/_____
Nicholas B. Zimmitti, 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

Joseph Diesso
Director, Civil Service Division
Communication Workers of America, AFL-CIO
80 Pine Street, 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

Additional Compensation Fund

Effective June 18, 2010, the bargaining unit used all of their available funds not to exceed 0.10% to increase the contribution paid on behalf of each full-time active and retiree by \$33 per annum to the welfare fund. The funds available were based on the December 31, 2007 payroll, including spinoffs and pensions.

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 CWA

BY: _____/s/_____
Joseph Diesso

BY: _____/s/_____
Nicholas B. Zimmitti, President

◀ j15

OFFICE OF THE MAYOR

CRIMINAL JUSTICE COORDINATOR'S OFFICE

■ NOTICE

The U.S. Department of Justice, Bureau of Justice Assistance (BJA), recently announced that \$6,434,817 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 June 30, 2010. 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 June 28, 2010.

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TRANSPORTATION

■ NOTICE

**PUBLIC NOTICE OF A CONCESSION OPPORTUNITY
FOR THE OPERATION, MANAGEMENT AND
MAINTENANCE OF A PEDESTRIAN PLAZA
LOCATED ON WILLOUGHBY STREET BETWEEN
PEARL STREET AND ADAMS STREET,
BOROUGH OF BROOKLYN**

Pursuant to the Concession Rules of the City of New York, the Department of Transportation ("DOT") intends to enter into a concession for the operation, management, and maintenance of a pedestrian plaza located on Willoughby Street between Pearl Street and Adams Street in Brooklyn ("Licensed Plaza"), including through DOT-approved events, sponsorships, and subconcessions including but not limited to providing for the sale of any of the following: prepared food, flowers, locally grown produce or locally manufactured products, merchandise (such as souvenirs or T-shirts) that helps brand or promote the neighborhood or the concessionaire, and other similar merchandise.

Subconcessions would be awarded based on solicitations issued by the concessionaire in the basic form of Request for Proposals or Request for Bids, subject to DOT's prior written approval of both solicitation and award.

The concession agreement will provide for one (1) five-year term, with four (4) one-year renewal options. The renewal options shall be exercisable at DOT's sole discretion.

DOT has identified the MetroTech Business Improvement District as a potential concessionaire, but DOT will consider additional expressions of interest from other potential not for profit concessionaires for the operation, management, and maintenance of the Licensed Plaza. In order to qualify, interested organizations should be active in the neighborhood of the Licensed Plaza and have demonstrated experience in the management, operation and maintenance of publicly accessible facilities, including but not limited to programming/events management and concession or retail operation/management.

Not for profit organizations may express interest in the proposed concession by contacting Andrew Wiley-Schwartz, Assistant Commissioner for Public Spaces, by email at awileyschwartz@dot.nyc.gov or in writing at 55 Water Street, 9th Floor, New York, NY 10041 by July 13, 2010. Mr. Wiley-Schwartz may also be contacted with any questions relating to the proposed concession by email or by telephone at (212) 839-6678.

Please note that the New York City Comptroller is charged with the audit of concession agreements in New York City. Any person or entity that believes that there has been unfairness, favoritism or impropriety in the concession process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, New York, New York 10007, telephone number (212) 669-2323.

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