



THE CITY RECORD

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THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

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ELI BLACHMAN, Editor of The City Record.

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

COMMUNITY BOARDS

PUBLIC HEARINGS

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

BOROUGH OF THE BRONX

COMMUNITY BOARD NO. 02 - Wednesday, June 30, 2010 at 6:00 P.M., The Point, CDC, 940 Garrison Avenue, Bronx, NY

#C 100036ZMX

IN THE MATTER OF an application submitted by Crossings Partners LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, eliminating from within an existing R7-1 District a C2-4 District.

j24-30

INFORMATION TECHNOLOGY AND TELECOMMUNICATION

FRANCHISE ADMINISTRATION

NOTICE

NOTICE OF A FRANCHISE AND CONCESSION REVIEW COMMITTEE ("FCRC") PUBLIC HEARING to be held on Monday July 12, 2010 commencing at 2:30 P.M. at 22 Reade Street, Borough of Manhattan, on the following three items relating to changes in the ownership structure of three franchises currently held by direct and indirect subsidiaries of RCN Corporation ("RCN Corp"): (1) a change of control of RCN New York Communications, LLC ("RCN-NYC"), which is a current franchisee, whereby RCN Corp will replace RCN Telecom Services, Inc. as the immediate parent of RCN-NYC, ABRY Partners VI, L.P. will obtain sole indirect voting control of RCN Corp, and ABRY Partners VI, L.P. and ABRY Senior Equity III, L.P. will hold a majority interest in RCN Corp, thus replacing RCN Corp as the ultimate parent entities of RCN-NYC; (2) an assignment by RCN Telecom Services, Inc. ("RCN-TS"), which is a current franchisee, of its New York City franchise and assets to a newly formed company, RCN Telecom Services of New York, LP ("RCN-TSNY"), and a change of control whereby RCN Telecom Services, LLC ("RCN LLC") will become the general partner of RCN-TSNY and ABRY Partners VI, L.P. will obtain sole indirect voting control of and hold an indirect majority interest in RCN LLC, with ABRY Partners VI, L.P. becoming the ultimate parent entity of RCN LLC; and (3) change of control of NEON Transcom, Inc. ("NEON"), which is a current franchisee, whereby ABRY Partners VI, L.P. will obtain sole

indirect voting control of RCN Corp, and ABRY Partners VI, L.P. and ABRY Senior Equity III, L.P. will hold a majority interest in RCN Corp, thus replacing RCN Corp as the ultimate parent entities of NEON.

Regarding item number (1), on March 6, 2006, the FCRC held a public hearing regarding the transfer of control of the parent company of Con Edison Communications, LLC to RCN Corporation and name change, to RCN New York Communications, LLC, of a franchisee originally granted a franchise that was approved by the FCRC on September 22, 2000 (Cal. No. 1) and pursuant to which the franchisee is authorized to install, operate and maintain facilities on, over and under the City's inalienable property to provide telecommunications services as defined in the franchise agreement.

Regarding item number (2), on December 9, 1998 (Cal. No. 3), the FCRC approved a franchise between the City and RCN Telecom Services of New York, Inc., (which later changed its name to RCN Telecom Services, Inc.), pursuant to which the company is authorized to install, operate and maintain facilities on, over and under the City's inalienable property to provide telecommunications services as defined in the franchise agreement.

Regarding item number (3), on June 4, 2008 (Cal. No. 1), the FCRC approved an amendment to Appendix G of the franchise agreement and approved change of control of a franchise held by NEON whereby RCN Corp became the ultimate parent company of NEON. NEON is the current holder, after previous changes approved by the FCRC, of the franchise originally granted to Columbia Transmission Communications Corporation on April 12, 2000. Pursuant to this franchise, NEON is authorized to install, operate and maintain facilities on, over and under the City's inalienable property to provide telecommunications services as defined in the franchise agreement.

A copy of the existing franchise agreements and an ownership organization chart reflecting the proposed changes of control ("proposed organizational chart") may be viewed at DoITT, 75 Park Place, 9th Floor, New York, New York 10007, commencing Friday, June 18 2010 through Monday July 12, 2010, between the hours of 9:30 A.M. and 3:30 P.M., excluding Saturdays, Sundays and holidays. Hard copies of the franchise agreements and the proposed organization chart may be obtained, by appointment, at a cost of \$.25 per page. All payments shall be made at the time of pickup by check or money order made payable to the New York City Department of Finance. The existing franchise agreements and proposed organization chart may also be obtained in PDF form at no cost, by email request. Interested parties should contact Roxanne Chambers at (212) 788-6610 or by email at RChambers@doitt.nyc.gov.

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

The Hearing may be cablecast on NYCMedia channels.

j17-jy12

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, July 13, 2010**, the Landmarks Preservation Commission will conduct a *public hearing* at the locations listed below with respect to the following proposed Landmarks and Landmark Sites. Any person requiring reasonable accommodation in order to participate in the hearing should call or write the Landmarks Preservation Commission, [Municipal Building, 1 Centre Street, 9th Floor North, New York, NY 10007, (212) 669-7700] no later than five (5) business days before the hearing. There will also be a public meeting on that day.

PLEASE NOTE PUBLIC HEARING LOCATIONS AND SCHEDULES

PUBLIC HEARING ITEM NOS. 1 AND 2 ARE SCHEDULED TO BE HEARD AT:

NYC Landmarks Preservation Commission
1 Centre Street, 9th Floor North
New York, New York 10007
9:30 A.M.

PUBLIC HEARING ITEM NO. 1

LP-2439
135 BOWERY HOUSE, 135 Bowery, Manhattan.
Landmark Site: Borough of Manhattan Tax Map Block 423, Lot 4

PUBLIC HEARING ITEM NO. 2

LP-2440
206 BOWERY HOUSE, 206 Bowery, Manhattan.
Landmark Site: Borough of Manhattan Tax Map Block 492, Lot 32

PUBLIC HEARING ITEM NO. 3 IS SCHEDULED TO BE HEARD AT:

Location to be Determined

PUBLIC HEARING ITEM NO. 3

LP-2434
45-47 PARK PLACE BUILDING, 45-47 Park Place (aka 45-51 Park Place), Manhattan.
Landmark Site: Borough of Manhattan Tax Map Block 126, Lot 9 in part

j25-jy12

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, chapter 3 of the Administrative Code of the City of New York (Sections 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), on Tuesday, **July 13, 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 10-8887 - Block 8106, lot 5 - 8 Prospect Avenue, aka 42-25 240th Street - Douglaston Hill Historic District
A Queen Anne Style free-standing house designed by John A. Sinclair and built in 1899-1900. Application is to construct additions, an entrance portio, and terrace; modify masonry openings; install skylights; and alter a garage and driveway. Zoned R1-2. Community District 11.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF QUEENS 10-7556 - Block 182, lot -

39-02 - 40-06 44th Street, Madison Court North - Sunnyside Gardens Historic District

A Court, comprised of three mews with the buildings set perpendicular to the street, in six, paired rows of eight buildings fronting a central court garden. Application is to install lamp posts in the central gardens. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF THE BRONX 10-7906 - Block 23091, 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. Community District 1.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 09-0425 - Block 260, lot 55 - 312 Hicks Street - Brooklyn Heights Historic District

A Greek Revival style house built in 1846. Application is to modify a window opening and construct a deck. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 10-7788 - Block 276, lot 16 - 169 Atlantic Avenue - Brooklyn Heights Historic Districts

A modern commercial style building built in 1976-77. Application is to install awnings and signage.

Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 10-9839 - Block 286, lot 17 - 182-200 Atlantic Avenue - Cobble Hill Historic District

An apartment building, with ground floor storefronts designed by Beyer Blinder Belle, Architects, and built in 2008. Application is to modify the storefronts and install signage. Community District 6.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 10-8640 - Block 297, lot 5 - 227 Clinton Street - Cobble Hill Historic District

A rowhouse built in the 1842-1844. Application is to construct a rear yard addition, alter the roof, alter the areaway, replace windows and excavate the rear yard for a swimming pool. Zoned R6. Community District 6.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 10-9716 - Block 295, lot 29 - 364 Henry Street - Cobble Hill Historic District

An Italianate style rowhouse built in 1852-53. Application is to demolish and reconstruct the front facade. Community District 6.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 10-7804 - Block 1099, lot 26 - 500 12th Street - Park Slope Historic District

A neo-Italian Renaissance style rowhouse designed by William Calder and built in 1898. Application is to install a new stoop, areaway wall, and ironwork. Community District 6.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 10-5786 - Block 1137, lot 56 - 635 Bergen Street, aka, 570 Vanderbilt Avenue - Prospect Heights Historic District

A neo-Grec style flats house with a ground floor storefront designed by Isaac D. Reynolds and built in 1887. Application is to legalize the installation of a barrier-free access ramp without Landmarks Preservation Commission permits. Community District 8.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-6942 - Block 486, lot 2 - 64 Wooster Street - SoHo-Cast Iron Historic District

A warehouse building designed by E.H. Kendall and built in 1898-99. Application is to install new storefront infill and alter the building's base. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-7888 - Block 587, lot 55 - 39 Barrow Street, aka 70-72 7th Avenue South - Greenwich Village Historic District

A rowhouse, originally built in 1828 altered in the late 19th and early 20th centuries. Application is to construct a stoop, modify masonry openings and the areaway, and install railings and a skylight. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-6944 - Block 552, lot 13 - 80 Washington Place - Greenwich Village Historic District

A Greek Revival style rowhouse built in 1839 and altered in the early 20th century. Application is to excavate the cellar. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-7719 - Block 644, lot 43 - 28 Little West 12th Street - Gansevoort Market Historic District

A neo-Georgian style stable building designed by John M. Baker and built in 1911. Application is to install a fence and a wall at the roof. Community District 2.

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 storefront infill. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-9066 - Block 646, lot 32 - 416-418 West 14th Street - Gansevoort Market Historic District

An Italianate style warehouse designed by Joseph M. Dunn and built in 1887, and a factory building designed by S.W. Johnson, built in 1874 and altered in 1917 and 1940-1980. Application is to replace storefront infill and install signage. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-6648 - Block 644, lot 60 - 55 Gansevoort Street - Gansevoort Market Historic District

A vernacular style store and loft building designed by Joseph M. Dunn and built in 1887. Application is to construct rooftop bulkheads, raise parapets and install railings. Zoned M1-5. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-7784 - Block 822, lot 31 - 156 Fifth Avenue - Ladies' Mile Historic District

A neo-Romanesque style office building designed by Rowe and Baker and built in 1894-1895. Application is to install new storefront infill and create new masonry openings within the entrance portico. Community District 5.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-9777 - Block 823, lot 20 - 31-33 West 21st Street - Ladies' Mile Historic District

A Beaux-Arts style store and loft building designed by William G. Pigueron and built in 1907. Application is to alter the facade and install canopies and light fixtures. Community District 5.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-4023 - Block 849, lot 7502 - 7 East 20th Street - Ladies' Mile Historic District

A neo-Renaissance/modern French style store and loft building designed by William C. Frohne and built in 1907. Application is to replace windows. Community District 5.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-9838 - Block 1305, lot 1 - 109 East 50th Street - St. Bartholomew's Church and Community House-Individual Landmark

A Byzantine style church designed by Bertram Goodhue and built in 1914-19. Application is to replace the decorative mosaic roof at the dome. Community District 5.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-9567 - Block 1288, lot 33 - 360-376 Park Avenue, aka 75-83 East 52nd Street, 60-64 East 53rd Street - Racquet and Tennis Club Building

A neo-Italian Renaissance style club building designed by McKim, Mead and White and built in 1916-1918. Application is to replace ornamental terra cotta cornice elements. Community District 5.

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 and entrance. Community District 7.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-7395 - Block 1127, lot 25 - 11 West 74th Street - Upper West Side/Central Park West Historic District

A Queen Anne style rowhouse with neo-Grec style elements designed by Daniel Burgess and built in 1889-90. Application is to install stucco and lath on the side wall and install a trellis. Community District 7.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 08-7842 - Block 1145, lot 37 - 108 West 74th Street - Upper West Side/Central Park West Historic District

A Renaissance Revival style rowhouse with Gothic and Moorish style elements, designed by Thom and Wilson and built in 1886-87. Application is to install a new storefront. Community District 7.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-9825 - Block 1380, lot 143 - 58 East 66th Street - Upper East Side Historic District

A Beaux-Arts style residence designed by Buchman & Fox and built in 1908-09. Application is to construct a rear yard addition and replace windows. Zoned R8B. Community District 8.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF MANHATTAN 10-8639 - Block 1504, lot 44 - 66 East 93rd Street - Carnegie Hill Historic District

Extension
A Queen Anne style flats building designed by A.B. Ogden & Son and built in 1890-91. Application is to alter the front and rear facades. Community District 8.

#2 In the matter of a proposed revocable consent authorizing Metropolitan Transportation Authority to maintain and use bollard foundations on the south sidewalk of West 42nd Street, between Seventh and Eighth Avenues, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2021.

There shall be no compensation required for this revocable consent 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 Knickerbocker Properties LLC to construct, maintain and use a stoop and a wheelchair lift on the southeast sidewalk of Hart Street, between Knickerbocker Avenue and Wilson Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2021 and provides among other terms and conditions for compensation payable to the city according to the following schedule:

From the date of approval by the Mayor to June 30, 2011: \$530/annum

For the period July 1, 2011 to June 30, 2012 - \$545
For the period July 1, 2012 to June 30, 2013 - \$560
For the period July 1, 2013 to June 30, 2014 - \$575
For the period July 1, 2014 to June 30, 2015 - \$590
For the period July 1, 2015 to June 30, 2016 - \$605
For the period July 1, 2016 to June 30, 2017 - \$620
For the period July 1, 2017 to June 30, 2018 - \$635
For the period July 1, 2018 to June 30, 2019 - \$650
For the period July 1, 2019 to June 30, 2020 - \$665
For the period July 1, 2020 to June 30, 2021 - \$680

the maintenance of a security deposit in the sum of \$5,000 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.

#4 In the matter of a proposed revocable consent authorizing American International Realty Corp. to maintain and use security bollards and horizontal ties around the perimeter of the property bounded by Water, John, Front, and Fletcher Streets, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2021.

the maintenance of a security deposit in the sum of \$42,900 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.

#5 In the Matter of a proposed revocable consent authorizing Presentation Circle Homeowners association, Inc. to construct, maintain and use a force main pipe, together with a manhole, under, along and across Woodrow Road, between Grantwood Avenue and Dierauf Street, in the Borough of Staten Island. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2011 and provides among other terms and conditions for compensation payable to the City according to the following schedule:

From the date of approval by the Mayor to June 30, 2011:

\$16,684/annum
For the period July 1, 2011 to June 30, 2012 - \$17,185
For the period July 1, 2012 to June 30, 2013 - \$17,686
For the period July 1, 2013 to June 30, 2014 - \$18,187
For the period July 1, 2014 to June 30, 2015 - \$18,688
For the period July 1, 2015 to June 30, 2016 - \$19,189
For the period July 1, 2016 to June 30, 2017 - \$19,690
For the period July 1, 2017 to June 30, 2018 - \$20,191
For the period July 1, 2018 to June 30, 2019 - \$20,692
For the period July 1, 2019 to June 30, 2020 - \$21,193
For the period July 1, 2020 to June 30, 2021 - \$21,694

the maintenance of a security deposit in the sum of \$22,000 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.

j18-jy7

YOUTH AND COMMUNITY DEVELOPMENT

■ PUBLIC HEARINGS

NEW YORK CITY INTERAGENCY COORDINATING COUNCIL ON YOUTH

The Interagency Coordinating Council on Youth (ICC), in accordance with Section 735(c) of Chapter 30 of the New York City Charter, will hold its annual hearing to inform the public of its activities during the past fiscal year, including those of its work groups and to receive testimony on the status of youth services.

PUBLIC HEARING: The public hearing will be held on July 15, 2010 from 9:00 A.M. to 12:00 P.M. at the Brooklyn Public Library at Grand Army Plaza, Brooklyn, New York. The location is easily accessible by public transportation via subway 2 or 3 Train to Grand Army Plaza.

REGISTRATION: You can register in advance by reaching us at the below information or you may register the day of the hearing. Speakers will be called in the order in which they register. Testimony from all speakers is limited to three minutes.

Written Comments may also be submitted up until July 15, 2010 to:

Department of Youth and Community Development
Office of External Relations, 156 William Street, 6th Floor
New York, New York 10038 (212) 676-0278 Phone

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 55 Water Street, 9th Floor, Room 945 commencing at 2:00 P.M. on Wednesday, July 7, 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 American International Realty Corp. to maintain and use light poles on the southeast sidewalk of Fletcher Street, between Front and Water Streets, and on the northeast sidewalk of Front Street, between Fletcher and John Streets 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 from the date of final approval to June 30, 2021 - \$1,200/annum.

the maintenance of a security deposit in the sum of \$1,200 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

(212) 442-5894 Fax icc@dycd.nyc.gov

For more information about the ICC please go to the Department of Youth and Community Development's website at:

<http://www.nyc.gov/html/dycd/html/resources-icc.html>

For more information about the hearing, please contact us at icc@dycd.nyc.gov or (212) 676-0278.

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 CAR LIFT SYSTEM, USED.

S.P.#: 10026 DUE: July 9, 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.

j25-jy9

SALE OF: 100,000 LBS. OF UNCLEAR BRASS WATER METERS, USED.

S.P.#: 10027 DUE: July 1, 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.

j18-jy1

SALE OF: 33 PIECES OF USED LANDFILL EQUIPMENT.

S.P.#: 10025 DUE: July 13, 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) 416-2156 for information.

j29-jy13

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."

BUILDINGS

CONTRACTS UNIT

■ INTENT TO AWARD

Services (Other Than Human Services)

SUPPORT FOR METRIX LLC PROPRIETARY SOFTWARE – Sole Source – Available only from a single source – PIN# 81011ITX0079 – DUE 07-07-10 AT 3:00 P.M. Any vendor who believes it is capable of providing such services may express its interest in doing so by writing to Benjamin S. Karan at the indicated address by the date and time indicated.

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 Buildings, 280 Broadway, 6th Floor, New York, NY 10007. Leesael Wong (212) 566-4183, fax: (212) 566-4090, lewong@buildings.nyc.gov

j28-jy2

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ AWARDS

Goods

BROOM, ANGLE W/HANDLE (RE-AD) – Competitive Sealed Bids – PIN# 8571000712 – AMT: \$50,800.00 – TO: Bar Boy Products Inc., 250 Merritts Road, Farmingdale, NY 11735.

● **BARRICADE, TRAFFIC** – Competitive Sealed Bids – PIN# 8571000271 – AMT: \$202,080.00 – TO: Garden State Highway Products, Inc., 1740 East Oak Road, Vineland, NJ 08361.

● **FORKLIFT: 4,000 LBS., DIESEL** – Competitive Sealed Bids – PIN# 8571000272 – AMT: \$1,000,850.00 – TO: Doosan Infracore America Corporation, 3481 Whitby Lane, High Ridge, MO 63049.

j29

HIGH PRESSURE LIQUID CHROMATOGRAPHY – Intergovernmental Purchase – PIN# 8571000860 – AMT: \$123,332.77 – TO: Agilent Technologies, Inc., 2850 Centerville Road, Wilmington, DE 19808. NYS Contract #PC56288.

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

j29

NYS CONTR FOR DELL PC AGGREGATE PURCHASE - DEP – Intergovernmental Purchase – PIN# 8571000880 – AMT: \$126,389.25 – TO: Calculator and Computer Center Inc., 555 Theodore Fremd Ave., Ste. B102, Rye, NY 10580. NYS Contract #PT55666.

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

j29

GSA CONTR FOR NETWORK HARDWARE AND SOFTWARE - LAW – Intergovernmental Purchase – PIN# 8571000866 – AMT: \$183,492.25 – TO: Network Instruments, LLC, 10701 Red Circle Dr., Minnetonka, MN 55343. GSA Contract GS-35F-0509M.

Suppliers wishing to be considered for a contract with GSA should go onto the following website and follow the instructions:
www.gsaadvantage.gov/advgsa/advantage/main/start_page.do

j29

■ 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

EDUCATION

DIVISION OF CONTRACTS AND PURCHASING

■ SOLICITATIONS

Goods

RIM BLACKBERRY SERVER TECH SUPPORT RENEWAL – Competitive Sealed Bids – PIN# Z1633040 – DUE 07-15-10 AT 4:00 P.M. – If you cannot download this bid, please send an e-mail to VendorHotline@schools.nyc.gov with the bid number and title in the subject line of your e-mail. For all questions related to this bid, please send an e-mail to ITsoftware@schools.nyc.gov with the bid number and title in the subject line of your e-mail.

Bid opening: Friday, July 16th, 2010 at 11:00 A.M.

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

j29

ENVIRONMENTAL PROTECTION

WATER SUPPLY & QUALITY

■ SOLICITATIONS

Construction Related Services

SHAFT 18 DA CHLORINE SOLUTION INJECTION PIPING IN VALHALLA, WESTCHESTER COUNTY, UPSTATE NEW YORK – Competitive Sealed Bids –

PIN# 82610WS00038 – DUE 07-15-10 AT 11:30 A.M. – Contract CRO-480: Document Fee \$40.00. There will be a pre-bid conference on 7/07/10 at 10:00 A.M. at 465 Columbus Avenue, Valhalla, 2nd Floor Conference Room. Jose Nieves, Project Manager, (914) 742-2827. This contract is subject to Local Law 129 M/WBE requirements. Vendor ID#: 69003.

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

Department of Environmental Protection
59-17 Junction Boulevard, 17th Floor, Elmhurst, New York 11373. Greg Hall (718) 595-3236, gregh@dep.nyc.gov

j29

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 & Services

HARDWARE/SOFTWARE FOR RADIOLOGY ONCOLOGY – Competitive Sealed Bids – PIN# 22211001 – DUE 07-08-10 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.

Lincoln Hospital Center, 234 East 149th Street, Bronx, NY 10451. Erik Bryan (718) 579-5532, fax: (718) 579-4788, erik.bryan@nychhc.org

j29

HOMELESS SERVICES

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

HOUSING AUTHORITY

PURCHASING DIVISION

SOLICITATIONS

Goods

SCO - FURNISHING COTTON UNIFORM – Competitive Sealed Bids – SCO# 26937,1 AS – DUE 07-13-10 AT 10:30 A.M. – Amendment Description - Cancelled Items #1.19-1.22

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

Housing Authority, 23-02 49th Avenue, 5th Floor. SCOD
Long Island City, NY 11101. Bid documents available via internet ONLY:

http://www.nyc.gov/html/nyc/hal/html/business/goods_materials.shtml
Atul Shah (718) 707-5450.

j29

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

INTENT TO AWARD

Goods & Services

MAINTENANCE AND TECHNICAL SERVICES FOR AG LICENSES – Sole Source – Available only from a single source - PIN# 85810S0009 – DUE 07-07-10 AT 3:00 P.M. – DoITT intends to enter into negotiations with Software AG to provide maintenance and technical services for AG Licenses. Any firm which believes it can provide the required maintenance and technical services for AG Licenses for this procurement or in the future is invited to indicate via email to acco@doitt.nyc.gov

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

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

j29-jy6

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

LAW

INTENT TO AWARD

Services (Other Than Human Services)

SERVICES IN SUPPORT OF THE MISSION OF THE 2010 NYC CHARTER REVISION COMMISSION – Government to Government – PIN# 02510X100032 – DUE 07-12-10 AT 5:00 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.

Law Dept., 100 Church Street, New York, NY 10007.
Samuel A. Moriber (212) 788-0734, fax: (212) 788-0367, smoriber@law.nyc.gov

j29-jy6

SANITATION

SOLICITATIONS

Services (Other Than Human Services)

FENCING MAINTENANCE SERVICES AT FRESH KILLS LANDFILL, STATEN ISLAND, NY, AND VARIOUS CITYWIDE FACILITIES – Competitive Sealed Bids – PIN# 82710WD00053 – DUE 07-29-10 AT 11:00 A.M. – Bid Estimate - \$508,175.00. There is a "Refundable" \$40.00 for this bid document. Postal money orders only, please make payable to "Comptroller, City of New York."

In accordance with Schedule A of the bid document, if your bid is over \$500,000, you must submit a certified check or money order equal to 5 percent of the Bid amount or Bid Bond with Penal Sum equal to 10 percent of the Bid amount. VSID#: 69165.

The Department shall have an optional pre-bid at the following location on the date and time set forth below:

Time: 10:00 A.M.

Date: July 14, 2010

Place: NYC Sanitation, Landfill Engineering

Foot of Muldoon Avenue, Staten Island, NY 10312

Any questions please contact person below.

Contact: Pat Lamano (718) 356-2589.

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

Department of Sanitation, 51 Chambers Street, Room 806,
New York, NY 10007. ACCO (917) 237-5357,
fax: (212) 788-7969.

j29

SMALL BUSINESS SERVICES

PROCUREMENT

SOLICITATIONS

Services (Other Than Human Services)

CITY-WIDE ECONOMIC DEVELOPMENT SERVICES FOR GOVERNORS ISLAND – Sole Source – Available only from a single source - PIN# 801SBS110002 – DUE 07-09-10 AT 2:00 P.M. – The New York City Department of Small Business Services intends to enter into sole source negotiations to purchase the above services from the Governors Island Corporation, for the purposes of providing planning, preservation, redevelopment and ongoing operations and maintenance of approximately 150 acres of Governors Island plus surrounding lands under water. Any firm that believes it is qualified and has the in-house expertise to provide such services or would like to provide such services in the future is invited to do so. Please indicate your interest by letter to: Department of Small Business Services, 110 William Street, 7th Floor, New York, New York 10038. Daryl Williams, Agency Chief Contracting Officer, (212) 618-8731, procurementhelpdesk@sbs.nyc.gov

j23-29

TRANSPORTATION

SOLICITATIONS

Services (Other Than Human Services)

DRYDOCKING FUEL OIL BARGE NO. 4 – Competitive Sealed Bids – PIN# 84110SISI493 – DUE 07-21-10 AT 11:00 A.M. – Drydocking, Inspection, and related repairs of the New York City Department of Transportation's Fuel Oil Barge No. 4. A pre-bid meeting (optional) will be held on Thursday, July 8, 2010 at 2:00 P.M. at 1 Bay Street, Ferry Maintenance Facility, Staten Island, N.Y. A deposit of \$50.00 in the form of a certified check or money order made payable to New York City Department of Transportation is required to obtain Contract/Bid Documents. No cash accepted. Refund will be made only for Contract/Bid Proposal Documents that are returned in its original condition within 10 days after bid opening. Any persons delivering bid document must enter the building located on the South Side of the Building facing the Vietnam Veterans Memorial. All visitors must go through the buildings security screening process. Bidders should allow extra time and ensure that proper government issued photo identification (ii Drivers License, Passport, Identification Card) is available upon request. Please ensure that your company's address, telephone, and fax numbers are submitted by your company (or messenger service) when picking up contract documents. Contract available during the hours of 9:00 A.M. - 3:00 P.M. ONLY. For additional please contact Rajan Govin at (718) 876-8562. Vendor Source ID#: 69065.

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

Department of Transportation, Contract Management Unit,
Office of the Agency Chief Contracting Officer
55 Water Street, Ground Floor, New York, NY 10041.
Bid Window (212) 839-9435.

j29

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 July 9, 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
59	3680	3
57		12
54,53,52		27,29,31
48		35
49		40
118	3760	9
129		42
128		44
126		46
122		48
119		56
117		58

Acquired in the proceeding, entitled: New Creek Bluebelt Phase 4 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

j24-jy9

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 July 7, 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
175,175A	3723	52
176,176A		56
177,178,178A		48
179,179A,180		22
		23
		45

Acquired in the proceeding, entitled: New Creek Bluebelt Phase 4 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

j22-jy7

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 July 14, 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
195	15968	p/o 69
199	15966	p/o 31
204	15966	p/o 26
207	15966	p/o 22
208	15966	p/o 20
209	15966	p/o 19
210	15966	p/o 18
211	15966	p/o 17
212	15966	p/o 15

Acquired in the proceeding, entitled Beach 43, 44, & 45 and Conch Drive, et. al. subject of 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

j29-jy14

LABOR RELATIONS

NOTICE

**Assistant Buyer, et al.
2009-2011 Agreement**

AGREEMENT entered into this 24th day of June, 2010, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as "the Employer"), and Local 300, Service Employees International Union (hereinafter referred to as "the Union"), for the twenty-four (24) month period from February 23, 2009 to February 24, 2011.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, 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):

UNIT A	
80935, 809350	Elevator Starter
90749	Window Cleaner
00442, 004420	Window Washer (Health Care Facilities)
UNIT B	
52085	Assistant Coordinator of Mortuary Services
12120, 963400	Assistant Purchasing Agent
71141	Associate Fingerprint Technician
34190, 34197	Associate Quality Assurance Specialist
40810	Auditor of Accounts
12135	Auditor of Printing
92105	Bookbinder
92106	Bookbinder's Seamstress
12125, 12132	Buyer (incl spec)*
6627	Contracting Agent**
71110	Fingerprint Technician
71105	Fingerprint Technician Trainee
12134	Furniture Specifications Writer
82107	Laboratory Helper
82104	Laboratory Helper (Competitive)
71140	Latent Print Examiner
30505	Mortgage Tax Examiner
71165	Principal Fingerprint Technician
52017, 520170	Principal Mortuary Technician
12158, 963510,	Procurement Analyst Level I, II,III
963520, 963530	Procurement and Materials Analyst
03944, 039440	
03942, 039420,	
002510, 002520	Procurement and Materials Specialist
34115, 34132	Purchase Inspector (incl. spec)*
12121	Purchasing Agent
964210, 964220	Quality Assurance Specialist (incl spec)
34170	Quality Assurance Specialist Trainee
12175	Salvage Appraiser
30405	Satisfaction Clerk
40815	Senior Auditor of Accounts
12140, 121400	Senior Buyer (incl spec)*
71135	Senior Fingerprint Technician
52016, 520160	Senior Mortuary Technician

34135, 341350	Senior Purchase Inspector*
12176	Senior Salvage Appraiser
30410	Senior Satisfaction Clerk
40820	Supervising Auditor of Accounts
92170	Supervising Bookbinder

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

a. The Union shall have the exclusive right to the check-off and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Check-off of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

b. Any employee may consent in writing to the authorization of the deduction of dues from 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, 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 or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of varying hours of duration as indicated in Section 1.c. of this Article. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

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

Per diem rate:	1/261 of the appropriate minimum basic salary.
Hourly Rate:	40 hour week basis - 1/2088 of the appropriate minimum basic salary.
Hourly Rate:	37-1/2 hour week basis - 1/1957.5 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):

UNIT A	a. Effective 3/22/09			b. Effective 3/22/10		
	Hiring**	Incumbent	Maximum	Hiring**	Incumbent	Maximum
Elevator Starter	\$28,545	\$32,827	\$43,520	\$29,687	\$34,140	\$45,261
Window Cleaner	\$29,930	\$34,420	\$45,271	\$31,128	\$35,797	\$47,082
Window Washer	\$29,930	\$34,420	\$45,271	\$31,128	\$35,797	\$47,082

**UNIT B
Assistant Coordinator Mortuary Services**

UNIT B	a. Effective 3/22/09			b. Effective 3/22/10		
	Hiring**	Incumbent	Maximum	Hiring**	Incumbent	Maximum
Associate Fingerprint Technician						
Level I	\$28,963	\$33,308	\$38,990	\$30,122	\$34,640	\$40,550
Level II	\$31,294	\$35,988	\$44,679	\$32,546	\$37,428	\$46,466
Level III	\$38,940	\$44,781	\$50,438	\$40,497	\$46,572	\$52,456
Level IV	\$47,104	\$54,170	\$61,584	\$48,989	\$56,337	\$64,047
Associate Quality Assurance Specialist						
Specialist	\$49,647	\$57,094	\$69,242	\$51,633	\$59,378	\$72,012

Auditor of Accounts	\$39,657	\$45,606	\$58,674	\$41,243	\$47,430	\$61,021
Auditor of Printing	\$39,657	\$45,606	\$58,674	\$41,243	\$47,430	\$61,021
Bookbinder	\$30,901	\$35,536	\$49,663	\$32,137	\$36,957	\$51,650
Bookbinder's Seamstress	\$24,262	\$27,901	\$32,192	\$25,232	\$29,017	\$33,480
Buyer (Incl. Spec)*	\$38,014	\$43,716	\$57,589	\$39,535	\$45,465	\$59,893
Contracting Agent #						
Level I	\$33,561	\$38,595	\$56,922	\$34,903	\$40,139	\$59,199
Level II	\$41,326	\$47,525	\$63,824	\$42,979	\$49,426	\$66,377
Level III	\$48,652	\$55,950	\$73,312	\$50,598	\$58,188	\$76,244
Fingerprint Technician	\$28,963	\$33,308	\$38,990	\$30,122	\$34,640	\$40,550
Fingerprint Technician Trainee	\$25,436	\$29,251	Flat Rate	\$26,453	\$30,421	Flat Rate
Furniture Specifications Writer#	\$38,014	\$43,716	\$57,589	\$39,535	\$45,465	\$59,893
Laboratory Helper						
Level I	\$27,471	\$31,592	\$37,153	\$28,570	\$32,856	\$38,639
Level II	\$30,885	\$35,518	\$41,081	\$32,121	\$36,939	\$42,724
Laboratory Helper (Competitive)	\$27,471	\$31,592	\$37,153	\$28,570	\$32,856	\$42,724
Latent Print Examiner*						
Level I	\$38,940	\$44,781	\$50,438	\$40,497	\$46,572	\$52,456
Level II	\$47,104	\$54,170	\$61,584	\$48,989	\$56,337	\$64,047
Mortgage Tax Examiner	\$37,871	\$43,552	\$54,924	\$39,386	\$45,294	\$57,121
Prin. Fingerprint Technician	\$37,917	\$43,604	\$55,667	\$39,433	\$45,348	\$57,894
Prin. Mortuary Technician	\$40,110	\$46,127	\$53,437	\$41,715	\$47,972	\$55,574
Procurement Analyst						
Level I	\$33,561	\$38,595	\$56,922	\$34,903	\$40,139	\$59,199
Level II	\$41,326	\$47,525	\$66,780	\$42,979	\$49,426	\$69,451
Level III	\$48,652	\$55,950	\$81,782	\$50,598	\$58,188	\$85,053
Procurement and Materials Analyst	\$38,014	\$43,716	\$53,976	\$39,535	\$45,465	\$56,135
Procurement and Materials Specialist	\$46,792	\$53,811	\$67,272	\$48,663	\$55,963	\$69,963
Purchase Inspector (Incl. Spec.)	\$36,595	\$42,084	\$51,922	\$38,058	\$43,767	\$53,999
Purchasing Agent#						
Level I	\$38,014	\$43,716	\$57,589	\$39,535	\$45,465	\$59,893
Level II	\$44,225	\$50,859	\$66,780	\$45,994	\$52,893	\$69,451
Level III	\$50,931	\$58,571	\$77,037	\$52,969	\$60,914	\$80,118
Quality Assurance Specialist						
Level I	\$36,595	\$42,084	\$51,922	\$38,058	\$43,767	\$53,999
Level II	\$40,497	\$46,571	\$57,732	\$42,117	\$48,434	\$60,041
Quality Assurance Specialist Trainee*	\$25,508	\$29,334	\$32,368	\$26,528	\$30,507	\$33,663
Salvage Appraiser	\$38,014	\$43,716	\$60,789	\$39,535	\$45,465	\$63,221
Satisfaction Clerk	\$31,083	\$35,746	\$46,348	\$32,327	\$37,176	\$48,202
Senior Auditor of Accounts	\$40,863	\$46,992	\$63,867	\$42,497	\$48,872	\$66,422
Senior Buyer (Incl Specs)	\$44,225	\$50,859	\$66,780	\$45,994	\$52,893	\$69,451
Senior Fingerprint Technician*	\$31,294	\$35,988	\$44,679	\$32,546	\$37,428	\$46,466
Senior Mortuary Technician	\$34,922	\$40,160	\$45,324	\$36,318	\$41,766	\$47,137
Senior Purchase Inspector (Rep's & Supplies)	\$40,497	\$46,571	\$57,732	\$42,117	\$48,434	\$60,041
Senior Salvage Appraiser	\$42,296	\$48,640	\$65,711	\$43,988	\$50,586	\$68,339
Senior Satisfaction Clerk	\$36,371	\$41,827	\$52,093	\$37,826	\$43,500	\$54,177
Supervising Auditor of Accounts	\$43,225	\$49,709	\$70,721	\$44,954	\$51,697	\$73,550
Supervising Bookbinder	\$34,257	\$39,395	\$55,402	\$35,627	\$40,971	\$57,618

NOTE:

*For Present Incumbents Only

**See Article III, Section 4 (New Hires)

Pending deletion

***Candidates with only a High School Diploma will receive the minimum for the first year of a two-year trainee period. Those with an Associate Degree or a High School diploma and one year of appropriate experience will receive the maximum and serve a one-year trainee period.

Section 3. Wage Increases

- a. The general wage increases, effective as indicated, shall be:
 - i. Effective March 22, 2009, employees shall receive a general increase of 4 percent.
 - ii. Effective March 22, 2010, employees shall receive a general increase of 4 percent.
 - iii. Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Sections 3(a)(i) and 3(a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 3(a) above shall be calculated as follows:
 - i. The general increase in Section 3(a)(i) shall be based upon the base rates (which shall only include salary or incremental salary schedules) of the applicable titles in effect on March 21, 2009.
 - ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (which shall only include salary or incremental salary schedules) of the applicable titles in effect on March 21, 2010.
- c. i. The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.
- ii. The general increases provided for in Section 3 (a) (i) and Section 3 (a) (ii) shall not be applied to the "additions to gross": assignment differentials, service increments, advancement increases, assignment level increases and experience differentials.

Section 4. New Hires.

- a. The appointment rate for an employee newly hired on or after February 23, 2009 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a) and 2(b). On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsection 2(a) and 2(b) of this Article III.
- b.
 - i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.
 - ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before July 1, 2005, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2) and 2(b)(i)(2) of this Article III:
 - i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.
 - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

Section 5.

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 6.

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

Section 7.

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations of the City of New York 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:

ADVANCEMENT INCREASES	
TITLE	
ASSOCIATE FINGERPRINT TECHNICIAN LEVEL II	\$1014
ASSOCIATE QUALITY ASSURANCE SPECIALIST	\$1,569
AUDITOR OF ACCOUNTS	\$1,117
ELEVATOR STARTER	\$812
MORTGAGE TAX EXAMINER	\$1,117
PRINCIPAL FINGERPRINT TECHNICIAN	\$1,318
PRINCIPAL MORTUARY TECHNICIAN	\$1,518
PROCUREMENT AND MATERIALS SPECIALIST (Incl. Spec.)	\$1,264
PURCHASING AGENT LEVEL I	\$960
SATISFACTION CLERK	\$911
SENIOR AUDITOR OF ACCOUNTS	\$1,518
SENIOR FINGERPRINT TECHNICIAN	\$1,014
SENIOR MORTUARY TECHNICIAN	\$861
- only if receiving autopsy differential when advanced	
SENIOR SATISFACTION CLERK	\$1,062
SUPERVISING AUDITOR OF ACCOUNTS	\$1,824
SUPERVISING BOOKBINDER	\$1,117

Section 8. Assignment Differential

An assignment differential in the pro-rated annual amount as specified below shall continue to be paid to the Principal Mortuary Technician duly assigned as in charge of the Office of the Chief Medical Examiner and to each Laboratory Helper (Competitive) who is regularly assigned to the performance of tasks in connection with complex animal autopsies including work on rabid animals during the period for which any such differential is provided. The payment of such differential shall continue only during the period of such assignment. The payment of such differential and any specified assignment on which it may be based shall not be construed as an advancement to any higher title and any such assignment is revocable at any time. In the event that an affected employee is removed from such assignment the assignment differential shall be discontinued:

Title

PRINCIPAL MORTUARY TECHNICIAN	
- In Charge Of OCME	\$636
- For regular performance of more difficult and responsible duties at OCME/HHC, including assisting a Pathologist with the physically arduous procedures of the autopsy	\$563
LABORATORY HELPER	
- For animal autopsies	\$737
SENIOR MORTUARY TECHNICIAN	
- For regular performance of more difficult and responsible duties at OCME/HHC including assisting a Pathologist with the physically arduous procedures of the autopsy	\$563

Section 9. Uniform Allowance

A uniform allowance in the pro-rated amount as specified below shall be paid to each Laboratory Helper who is required to wear a uniform and each Elevator Starter in the Department of Citywide Administrative Services and the Department of Social Services who is required to purchase and wear a uniform:

Title

LABORATORY HELPER	\$130
ELEVATOR STARTER (DCAS, DSS)	\$166

Section 10. Assignment Level Increase

An employee assigned to a higher assignment level shall receive as of the effective date of such assignment either the appointment rate for the assigned level or the rate received in the former level plus the specified amount listed below, whichever is greater:

Title

LABORATORY HELPER	LEVEL II	\$911
PURCHASING AGENT	LEVEL II	\$1,164
	LEVEL III	\$1,367
PROCUREMENT AGENT	LEVEL II	\$1,164
	LEVEL III	\$1,324
QUALITY ASSURANCE SPEC.	LEVEL II	\$1,264

Section 11. Longevity Increment

- a. Employees in Unit A 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 \$500 per annum.
- b. Employees in Unit B 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 \$300 per annum.

- a. The rules for eligibility for the longevity increment described in subsections a. and b. are set forth in Appendix A to this Agreement and are incorporated by reference herein.

Section 12. Annuity Fund

- a. Effective June 30, 2002, the Employer shall contribute to an existing annuity fund on behalf of full-time per annum and full-time per diem Employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed one thousand one hundred thirty-five dollars (\$1135) for each Employee in full pay status in the prescribed twelve (12) month period, subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For Employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed one thousand one hundred thirty-five dollars (\$1135) per annum for each Employee in full pay status in the prescribed twelve (12) month period. Effective 2/22/09, the Employer shall contribute an additional \$413 per annum, which shall be paid as above, for a total per annum amount not to exceed one thousand five hundred forty-eight dollars (\$1548) for each Employee in full pay status in the prescribed twelve (12) month period.
- b. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed one thousand one hundred thirty-five dollars (\$1135) per annum for each Employee in full-pay status in the prescribed twelve (12) month period.
- c. **CONTRIBUTIONS:**
For the purpose of Section 12(a), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in non-pay status" as used in this Section 12(d) shall be defined as including, but not limited to, the following:
 - (1) time on preferred or recall lists;
 - (2) time on the following approved unpaid leaves:
 - (a) maternity/child care 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; and
 - (i) other pre-approved leaves without pay;
 - (3) time while on absence without leave;
 - (4) time while on unapproved leave without pay; or
 - (5) time while on unpaid suspensions.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers, or its successor Agreement(s), the Welfare Fund provisions of that Citywide Agreement as amended or any successor(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 1995-2001 Citywide Agreement as amended between the City of New York and related public employers or any successor(s) thereto, the provisions of Article XIII, Section 1 b of the Citywide Agreement as amended or any successor(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. In no case shall the single contribution provided in Article XIII, Section 1 b of the Citywide Agreement

as amended or any successor(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

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.

Section 2.

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

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

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

Section 1. Performance Levels

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, 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 be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

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

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York, or the Rules and Regulations of the Health and Hospitals Corporation, with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals

Corporation upon a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.

- g. A claimed wrongful disciplinary action taken against a provisional employee who has served for two years in the same or similar title or related occupational group in the same agency.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1. d., 1.e., and 1.g. of this Article, shall be as follows:

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1 c, no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in **Step I** below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

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

NOTE: *The following STEP I(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1.a. through 1.c. and 1.f. of this Article and shall be applied prior to Step II of this Section:*

STEP I(a) An appeal from an unsatisfactory determination at Step I shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) work days of the receipt of the Step I determination. 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 determination to the employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

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

STEP III An appeal from an unsatisfactory determination at STEP II shall be presented by the employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the STEP II determination. The grievant or the Union should submit copies of the STEP I and STEP II grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from STEP II determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within 30 days after the completion of the hearing.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee 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.

- a. Any grievance under Section 1.d. relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5. Disciplinary Procedure for Permanent Competitive Employees

In any case involving a grievance under Section 1.e. of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the employee is satisfied with the determination in STEP A above, the employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As a condition of accepting such determination, the employee shall sign a waiver of the employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation.

STEP B(i) If the employee is not satisfied with the determination at STEP A above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As an alternative, the Union with the consent of the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the

employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii) If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

STEP C If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in this Agreement.

Section 6. Disciplinary Procedure for Provisional Employees

In any case involving a grievance under Section 1(g) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP B(i) If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii) An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

STEP C If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the

grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in this Agreement.

Section 7.

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at STEP III of the grievance procedure except that a grievance concerning employees of the Health and Hospitals Corporation may be filed directly at STEP II of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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 12.

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 13.

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 14. 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 be 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. When the parties agree to submit a case to expedited arbitration, the following procedure shall apply:
 - i. **SELECTION AND SCHEDULING OF CASES:**
 - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this

Section 14 and notify the parties of proposed hearing dates for such cases.

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

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices 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. 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 the Employer's business.

ARTICLE VIII - 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, mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE IX - CITYWIDE ISSUES

Section 1.

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement. Employees in Rule X titles shall receive the benefits of the Citywide Agreement unless otherwise specifically excluded herein.

ARTICLE X - UNION ACTIVITY

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity" or any other applicable Executive Order.

ARTICLE XI - 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 in each of the agencies having at least fifty (50) employees covered by this Agreement.

Section 2.

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

CHANGES IN PERSONNEL

DEPT OF PARKS & RECREATION FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for the Department of Parks & Recreation.

DEPT. OF DESIGN & CONSTRUCTION FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for the Department of Design & Construction.

DEPT OF INFO TECHNOLOGY & TELE FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for the Department of Info Technology & Tele.

CONSUMER AFFAIRS FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for Consumer Affairs.

DEPT OF CITYWIDE ADMIN SVCS FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for the Department of Citywide Admin Svcs.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for various departments including District Attorney-Manhattan, District Attorney-Kings County, District Attorney-Qns County, District Attorney-Richmond Cou, District Attorney-Special Narc, and Office of the Mayor.

DISTRICT ATTORNEY-MANHATTAN FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for District Attorney-Manhattan.

BRONX DISTRICT ATTORNEY FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for Bronx District Attorney.

DISTRICT ATTORNEY KINGS COUNTY FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for District Attorney-Kings County.

DISTRICT ATTORNEY QNS COUNTY FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for District Attorney-Qns County.

DISTRICT ATTORNEY RICHMOND COU FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for District Attorney-Richmond Cou.

DISTRICT ATTORNEY-SPECIAL NARC FOR PERIOD ENDING 06/11/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for District Attorney-Special Narc.

OFFICE OF THE MAYOR FOR PERIOD ENDING 06/25/10

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Lists personnel changes for the Office of the Mayor.

