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THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

EDNA WELLS HANDY, Commissioner, Department of Citywide Administrative Services.
 ELI BLACHMAN, Editor of The City Record.

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BRONX BOROUGH PRESIDENT

PUBLIC HEARINGS

A PUBLIC HEARING IS BEING CALLED BY the President of the Borough of The Bronx, Honorable Ruben Diaz Jr. on Tuesday, July 31, 2012. The hearing will commence at 11:30 A.M. in the office of the Borough President, 851 Grand Concourse, Room 206, The Bronx, New York 10451, and consider the following item:

CD 5-ULURP APPLICATION NO: C 120139 PQX: IN THE MATTER OF an application submitted by the Administration for Children's Services, the Department for the Aging, and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter for the acquisition of property located at 200 West Tremont Avenue (Block 2877, Lot 522), Borough of The Bronx, Community District 5, for continued use as a child care center and senior center.

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

July 24-30

CITY PLANNING COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT RESOLUTIONS Have been adopted by the City Planning Commission Scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street, New York, NY, on Wednesday, August 8, 2012 at 10:00 A.M.

BOROUGH OF THE BRONX No. 1

MARCONI STREET GRADE CHANGES

CD 11 C 110401 MMX
 IN THE MATTER OF an application submitted by the Department of Design and Construction pursuant to Sections 197-c and 199 of the New York City Charter for an amendment to the City Map involving the establishment of legal grades in Marconi Street north of Waters Place in accordance with Map No. 13133, dated January 11, 2012 and signed by the Borough President.

BOROUGH OF MANHATTAN No. 2 CIVIC CENTER PLAN

CD 1 C 120267 PPM
 IN THE MATTER OF an application submitted by the NYC Department of Citywide Administrative Services (DCAS),

pursuant to Section 197-c of the New York City Charter, for the disposition of 22 Reade Street (Block 154, p/o Lot 23) and 49-51 Chambers Street (Block 153, Lot 1), pursuant to zoning.

BOROUGH OF QUEENS Nos. 3 & 4

BROOKHAVEN REHABILITATION AND HEALTH CARE No. 3

CD 8 C 110163 ZSQ
 IN THE MATTER OF an application submitted by Utopia Realty LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-90 of the Zoning Resolution to allow a 298-bed nursing home use within a proposed 8-story building on property located on the easterly side of Parsons Boulevard between 71st and 72nd Avenue (Block 6797, p/o Lot 30), in an R6 District, Borough of Queens, Community District 8.

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

No. 4

CD 8 C 110164 ZSQ

IN THE MATTER OF an application submitted by Utopia Realty LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-902 of the Zoning Resolution to modify the requirements of Section 24-111 (Maximum floor area ratio for certain community facility uses) to permit the allowable community facility floor area ratio of Section 24-11 (Maximum Floor Area Ratio and Percentage of Lot Coverage) to apply to a proposed 8-story 298-bed nursing home on property located on the easterly side of Parsons Boulevard between 71st and 72nd Avenue (Block 6797, p/o Lot 30), in an R6 District.

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

No. 5

11-20 131ST STREET REZONING

CD 7 C 120138 ZMQ
 IN THE MATTER OF an application submitted by Frank Marando Landscape Inc. pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 7b, by changing from an R4A District to an M1-1 District property bounded by 11th Avenue, 131st Street, a line 200 feet southerly of 11th Avenue, and a line midway between 130th Street and 131st Street, as shown on a diagram (for illustrative purposes only) dated June 4, 2012.

BOROUGH OF STATEN ISLAND No. 6

TODT HILL ROAD REALIGNMENT

CD 2 C 120003 MMR
 IN THE MATTER OF an application submitted by the Department of Transportation and the Department of Design and Construction pursuant to Sections 197-c and 199 of the New York City Charter for an amendment to the City Map involving the re-alignment, by widening, of a portion of Todt Hill Road between Cliffwood Avenue and Merrick Avenue, including authorization for any disposition or acquisition of real property related thereto, in accordance with Map No. 4225, dated July 11, 2011 and signed by the Borough President.

BOROUGH OF BROOKLYN

Nos. 7, 8 & 9

BEDFORD-STUYVESANT NORTH REZONING No. 7

CD 3 C 120294 ZMK

IN THE MATTER OF an application submitted by the Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 12d, 13b, 16c, and 17a:

1. eliminating from within an existing R5 District a C1-3 District bounded by:
 - a. Greene Avenue, a line 200 feet easterly of Tomkins Avenue, Lexington Avenue, and Tomkins Avenue; and
 - b. Kosciuszko Street, a line 150 feet easterly of Marcus Garvey Boulevard, Lexington Avenue, a line 150 feet westerly of Marcus Garvey Boulevard, Lafayette Avenue, and Marcus Garvey Boulevard;
2. eliminating from within an existing R6 District a C1-3 District bounded by:
 - a. Ellery Street, a line 150 feet westerly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, a line midway between Martin Luther King Jr. Place and Stockton Street, a line 235 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Stockton Street, and Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
 - b. a line 100 feet northerly of Myrtle Avenue, Bedford Avenue, a line 150 feet southerly of Myrtle Avenue, and Kent Avenue;
 - c. a line 150 feet northerly of De Kalb Avenue, Taaffe Place, De Kalb Avenue, and Classon Avenue;
 - d. a line 150 feet northerly of De Kalb Avenue, Bedford Avenue, Kosciuszko Street, a line 150 feet easterly of Bedford Avenue, Lafayette Avenue, a line midway between Bedford Avenue and Skillman Street, a line 150 feet southerly of De Kalb Avenue, and Franklin Avenue;
 - e. Myrtle Avenue, a line 150 feet easterly of Nostrand Avenue, Willoughby Avenue, and Nostrand Avenue;
 - f. Vernon Avenue, a line 150 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Pulaski Street, and Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
 - g. Stockton Street, Tomkins Avenue, Myrtle Avenue, Marcus Garvey Boulevard, a line midway between Myrtle Avenue and Vernon Avenue, a line 150 feet easterly of Tomkins Avenue, De Kalb Avenue, a line 150 feet westerly of Tomkins Avenue, a line midway between Vernon Avenue and Myrtle Avenue, a line 355 feet westerly of Tomkins Avenue, a line midway between Myrtle Avenue and Stockton Street, and a line 150 feet westerly of Tomkins Avenue;
 - h. Clifton Place, a line 150 feet easterly of Nostrand Avenue, Quincy Street, and a line 150 feet westerly of Nostrand Avenue;
 - i. Pulaski Street, a line 150 feet easterly of Throop Avenue, a line midway between Pulaski Street and De Kalb Avenue, a line 150 feet westerly of Marcus Garvey Boulevard, Pulaski Street, a line 150 feet

- easterly of Marcus Garvey Boulevard, Kosciuszko Street, Marcus Garvey Boulevard, a line midway between Kosciuszko Street and Lafayette Avenue, a line 150 feet westerly of Marcus Garvey Boulevard, a line midway between Kosciuszko Street and De Kalb Avenue, and Throop Avenue;
- j. Lexington Avenue, a line 150 feet easterly of Tompkins Avenue, Quincy Street, and a line 150 feet westerly of Tompkins Avenue; and
- k. Lexington Avenue, a line 150 feet easterly of Marcus Garvey Boulevard, Quincy Street, and a line 150 feet westerly of Marcus Garvey Boulevard;
3. eliminating from within an existing R5 District a C2-3 District bounded by Lafayette Avenue, a line 150 feet easterly of Throop Avenue, Van Buren Street, and Throop Avenue;
4. eliminating from within an existing R6 District a C2-3 District bounded by:
- a. a line 100 feet northerly of Myrtle Avenue, Kent Avenue, a line 150 feet southerly of Myrtle Avenue, Taaffe Place, Myrtle Avenue, and Classon Avenue;
- b. Lafayette Avenue, a line 150 feet easterly of Bedford Avenue, Quincy Street, and a line 150 feet westerly of Bedford Avenue;
- c. Pulaski Street, a line 150 feet easterly of Nostrand Avenue, De Kalb Avenue, a line 290 feet easterly of Nostrand Avenue, Kosciuszko Street, a line 150 feet easterly of Nostrand Avenue, Clifton Place, a line 150 feet westerly of Nostrand Avenue, Kosciuszko Street, and Nostrand Avenue;
- d. Flushing Avenue, Throop Avenue, a line midway between Flushing Avenue and Hopkins Street, the southeasterly centerline prolongation of Harrison Avenue, Hopkins Street, the westerly boundary lines of Broadway Triangle Park and its northerly and southerly prolongation, Ellery Street, a line 150 feet easterly of Tompkins Avenue, Park Avenue, a line 150 feet westerly of Tompkins Avenue, Ellery Street, and Tompkins Avenue;
- e. De Kalb Avenue, Throop Avenue, a line midway between De Kalb Avenue and Kosciuszko Street, a line 150 feet easterly of Throop Avenue, Lafayette Avenue, Throop Avenue, Kosciuszko Street, and a line 150 feet westerly of Throop Avenue;
- f. Pulaski Street, a line 150 feet easterly of Lewis Avenue- Dr. Sandy F. Ray Boulevard, Kosciuszko Street, and Lewis Avenue- Dr. Sandy F. Ray Boulevard; and
- g. Ellery Street, Broadway, Van Buren Street, Patchen Avenue, Lafayette Avenue, a line 300 feet westerly of Patchen Avenue and its northerly prolongation, Kosciuszko Street, a line 150 feet southwesterly of Broadway, a line 150 feet easterly of Malcolm X. Boulevard, the northerly and westerly boundary of a playground and its southerly prolongation, Lafayette Avenue, a line 150 feet easterly of Malcolm X. Boulevard, Van Buren Street, Malcolm X. Boulevard, Lafayette Avenue, a line 150 feet westerly of Malcolm X. Boulevard, Pulaski Street, a line 150 feet southwesterly of Broadway, Stuyvesant Avenue, Vernon Avenue, a line 150 feet southwesterly of Broadway, a line midway between Vernon Avenue and Myrtle Avenue, a line 100 feet southwesterly of Broadway, a line midway between Myrtle Avenue and Stockton Street, and a line 150 feet southwesterly of Broadway;
5. changing from an R5 District to an R6A District property bounded by:
- a. Lafayette Avenue, a line 100 feet easterly of Tompkins Avenue, Greene Avenue, a line 150 feet easterly of Tompkins Avenue, Lexington Avenue, and Tompkins Avenue;
- b. Kosciuszko Street, a line 100 feet easterly of Marcus Garvey Boulevard, Lexington Avenue, Marcus Garvey Boulevard, Van Buren Street, a line 100 feet westerly of Marcus Garvey Boulevard, Lafayette Avenue, and Marcus Garvey Boulevard; and
- c. Lafayette Avenue, Stuyvesant Avenue, Greene Avenue, and a line 100 feet westerly of Stuyvesant Avenue;
6. changing from an R6 District to an R6A District property bounded by:
- a. Willoughby Avenue, Franklin Avenue, a line 100 feet northerly of De Kalb Avenue, and Kent Avenue;
- b. Ellery Street, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Park Avenue, Tompkins Avenue, Stockton Street, a line 100 feet westerly of Tompkins Avenue, a line midway between Myrtle Avenue and Stockton Street, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Stockton Street, and Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
- c. Flushing Avenue, Throop Avenue, Park Avenue, Tompkins Avenue, a line midway between Ellery Street and Park Avenue, a line 100 feet westerly of Throop Avenue, a line midway between Flushing Avenue and Hopkins Street, and Tompkins Avenue;
- d. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet easterly of Nostrand Avenue, a line midway between Hart Street and Willoughby Avenue, Nostrand Avenue, a line midway between Hart Street and Pulaski Street, a line 100 feet easterly of Nostrand Avenue, a line midway between De Kalb Avenue and Pulaski Street, a line 100 feet westerly of Marcy Avenue-Rev. Dr. Gardner C. Taylor Boulevard, De Kalb Avenue, Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Lafayette Avenue, a line 100 feet easterly of Nostrand Avenue, Quincy Street, a line 100 feet westerly of Nostrand Avenue, a line midway between Greene Avenue and Lexington Avenue, Nostrand Avenue, Clifton Place, a line 100 feet westerly of Nostrand Avenue, Kosciuszko Street, Nostrand Avenue, a line 360 feet northerly of De Kalb Avenue, Sanford Street and its southerly prolongation at the cul-de-sac, Willoughby Avenue, and Nostrand Avenue;
- e. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet easterly of Tompkins Avenue, a line midway between Pulaski Street and De Kalb Avenue, a line 100 feet westerly of Throop Avenue, a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet easterly of Throop Avenue, Pulaski Street, a line 250 feet westerly of Marcus Garvey Boulevard, Hart Street, a line 100 feet westerly of Marcus Garvey Boulevard, a line midway between Myrtle Avenue and Vernon Avenue, Marcus Garvey Boulevard, Willoughby Avenue, a line 100 feet easterly of Marcus Garvey Boulevard, Pulaski Street, Marcus Garvey Boulevard, De Kalb Avenue, a line 230 feet westerly of Lewis Avenue-Dr. Sandy F. Ray Boulevard, Kosciuszko Street, Marcus Garvey Boulevard, Lafayette Avenue, a line 230 feet easterly of Throop Avenue, Kosciuszko Street, a line 100 feet westerly of Marcus Garvey Boulevard, a line midway between Kosciuszko Street and De Kalb Avenue, a line 100 feet easterly of Tompkins Avenue, Lafayette Avenue, a line 100 feet westerly of Tompkins Avenue, a line midway between Kosciuszko Street and De Kalb Avenue, a line 100 feet easterly of Marcy Avenue— Rev. Dr. Gardner C. Taylor Boulevard, a line midway between Pulaski Street and De Kalb Avenue, a line 100 feet westerly of Tompkins Avenue, Willoughby Avenue, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Vernon Avenue, and a line 100 feet westerly of Tompkins Avenue;
- f. Lexington Avenue, a line 150 feet easterly of Tompkins Avenue, Quincy Street, and a line 100 feet westerly of Tompkins Avenue;
- g. Lexington Avenue, a line 100 feet easterly of Marcus Garvey Boulevard, Quincy Street, Marcus Garvey Boulevard, a line midway between Quincy Street and Lexington Avenue, and a line 100 feet westerly of Marcus Garvey Boulevard;
- h. Willoughby Avenue, a line 250 feet easterly of Stuyvesant Avenue, Hart Street, a line 100 feet easterly of Stuyvesant Avenue, Lafayette Avenue, a line 100 feet westerly of Malcolm X. Boulevard, Pulaski Street, Malcolm X. Boulevard, De Kalb Avenue, a line 200 feet easterly of Malcolm X. Boulevard, a line midway between Kosciuszko Street and De Kalb Avenue, a line 75 feet easterly of Malcolm X. Boulevard, a line 50 feet southerly of De Kalb Avenue, Malcolm X. Boulevard, Lafayette Avenue, a line 100 feet easterly of Malcolm X. Boulevard, Lexington Avenue, a line 100 feet westerly of Malcolm X. Boulevard, a
- line 100 feet northerly of Greene Avenue, a line 100 feet easterly of Stuyvesant Avenue, Lexington Avenue, Stuyvesant Avenue, Quincy Street, a line 225 feet westerly of Stuyvesant Avenue, Lexington Avenue, a line 100 feet westerly of Stuyvesant Avenue, Greene Avenue, Stuyvesant Avenue, Lafayette Avenue, a line 100 feet westerly of Stuyvesant Avenue, a line midway between Lafayette Avenue and Kosciuszko Street, a line 200 feet westerly of Stuyvesant Avenue, Kosciuszko Street, Lewis Avenue- Dr. Sandy F. Ray Boulevard, De Kalb Avenue, and Stuyvesant Avenue; and
- i. Van Buren Street, a line 100 feet easterly of Patchen Avenue, Greene Avenue, a line 200 feet easterly of Patchen Avenue, Lexington Avenue, Patchen Avenue, Quincy Street, a line 100 feet westerly of Patchen Avenue, a line midway between Lexington Avenue and Greene Avenue, and Patchen Avenue;
7. changing from a C4-3 District to an R6A District property bounded by:
- a. Quincy Street, a line 100 feet easterly of Ralph Avenue, Gates Avenue, a line 170 feet westerly of Ralph Avenue, a line midway between Gates Avenue and Quincy Street, and a line 150 feet westerly of Ralph Avenue; and
- b. a line midway between Greene Avenue and Lexington Avenue, the northerly prolongation of a line 280 feet westerly of Ralph Avenue, and a line 150 feet southwesterly of Broadway;
8. changing from a C8-2 District to an R6A District property bounded by:
- a. Van Buren Street, a line 200 feet easterly of Patchen Avenue, a line midway between Greene Avenue and Van Buren Street, and a line 100 feet easterly of Patchen Avenue; and
- b. Greene Avenue, a line 350 feet easterly of Patchen Avenue, a line midway between Greene Avenue and Lexington Avenue, a line 150 feet southwesterly of Broadway, a line 280 feet westerly of Ralph Avenue and its northerly prolongation, a line midway between Lexington Avenue and Quincy Street, a line 250 feet easterly of Patchen Avenue, Lexington Avenue, a line 200 feet easterly of Patchen Avenue;
9. changing from an R5 District to an R6B District property bounded by:
- a. Lafayette Avenue, Tompkins Avenue, Greene Avenue, and Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
- b. Lafayette Avenue, a line 100 feet westerly of Marcus Garvey Boulevard, Van Buren Street, Marcus Garvey Boulevard, Lexington Avenue, a line 150 feet easterly of Tompkins Avenue, Greene Avenue, and a line 100 feet easterly of Tompkins Avenue; and
- c. Kosciuszko Street, Lewis Avenue- Dr. Sandy F. Ray Boulevard, Lafayette Avenue, a line 100 feet westerly of Stuyvesant Avenue, Greene Avenue, Lewis Avenue- Dr. Sandy F. Ray Boulevard, Lexington Avenue, and a line 100 feet easterly of Marcus Garvey Boulevard; and
10. changing from an R6 District to an R6B District property bounded by:
- a. a line 100 feet southerly of Myrtle Avenue, Kent Avenue, Willoughby Avenue, and Classon Avenue;
- b. a line 100 feet southerly of Myrtle Avenue, a line midway between Skillman Street and Bedford Avenue, Willoughby Avenue, a line midway between Skillman Street and Bedford Avenue, a line 320 feet southerly of Willoughby Avenue, Bedford Avenue, a line 100 feet northerly of De Kalb Avenue, Franklin Avenue, Willoughby Avenue, a line 100 feet easterly of Kent Avenue, a line 210 feet southerly of Myrtle Avenue, and a line 100 feet westerly of Franklin Avenue;
- c. a line 100 feet southerly of De Kalb Avenue, a line midway between Skillman Street and Bedford Avenue, Lafayette Street, a line 100 feet westerly of Bedford Avenue, Quincy Street, a line 100 feet easterly of Franklin Avenue, Lafayette Avenue, and Franklin Avenue;
- d. Willoughby Avenue, Walworth Street, a line 108 feet northerly of De Kalb Avenue, a line midway between Walworth Street and Spencer Street, a line 133

- feet northerly of De Kalb Avenue, Spencer Street, a line 100 feet northerly of De Kalb Avenue, and a line midway between Bedford Avenue and Spencer Street;
- e. Kosciuszko Street, a line 100 feet westerly of Nostrand Avenue, Clifton Place, Nostrand Avenue, a line midway between Greene Avenue and Lexington Avenue, a line 100 feet westerly of Nostrand Avenue, Quincy Street, Bedford Avenue, a line midway between Quincy Street and Lexington Avenue, and a line 100 feet easterly of Bedford Avenue;
- f. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet westerly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Hart Street, Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Pulaski Street, a line 100 feet westerly of Marcy Avenue-Rev. Dr. Gardner C. Taylor Boulevard, a line midway between De Kalb Avenue and Pulaski Street, a line 100 feet easterly of Nostrand Avenue, a line midway between Pulaski Street and Hart Street, Nostrand Avenue, a line midway between Willoughby Avenue and Hart Street, and a line 100 feet easterly of Nostrand Avenue;
- g. Lafayette Avenue, Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Greene Avenue, Tompkins Avenue, Lexington Avenue, a line 100 feet westerly of Tompkins Avenue, Quincy Street, and a line 100 feet easterly of Nostrand Avenue;
- h. a line midway between Flushing Avenue and Hopkins Street, a line 100 feet westerly of Throop Avenue, a line midway between Park Avenue and Ellery Street, Tompkins Avenue, Park Avenue, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Ellery Street, and Tompkins Avenue;
- i. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet westerly of Tompkins Avenue, Vernon Avenue, and a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
- j. Willoughby Avenue, a line 100 feet westerly of Tompkins Avenue, a line midway between Pulaski Street and De Kalb Avenue, and a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
- k. a line midway between De Kalb Avenue and Kosciuszko Street, a line 100 feet westerly of Tompkins Avenue, Lafayette Avenue, Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, a line midway between Lafayette Avenue and Kosciuszko Street, and a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
- l. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet westerly of Throop Avenue, a line midway between Pulaski Street and De Kalb Avenue, and a line 100 feet easterly of Tompkins Avenue;
- m. a line midway between De Kalb Avenue and Kosciuszko Street, a line 100 feet westerly of Marcus Garvey Boulevard, Kosciuszko Street, a line 230 feet easterly of Throop Avenue, Lafayette Avenue, and a line 100 feet easterly of Tompkins Avenue;
- n. Lexington Avenue, a line 100 feet westerly of Marcus Garvey Boulevard, a line midway between Quincy Street and Lexington Avenue, Marcus Garvey Boulevard, Quincy Street, and a line 150 feet easterly of Tompkins Avenue;
- o. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet westerly of Marcus Garvey Boulevard, Hart Street, a line 250 feet westerly of Marcus Garvey Boulevard, Pulaski Street, and a line 100 feet easterly of Throop Avenue;
- p. a line midway between Myrtle Avenue and Vernon Avenue, a line 110 feet westerly of Stuyvesant Avenue, Vernon Avenue, Stuyvesant Avenue, Hart Street, Lewis Avenue- Dr. Sandy F. Ray Boulevard, Pulaski Street, a line 100 feet easterly of Marcus Garvey Boulevard, Willoughby Avenue, a line 100 feet westerly of Lewis Avenue- Dr. Sandy F. Ray Boulevard, Vernon Avenue, and a line 200 feet westerly of Lewis Avenue- Dr. Sandy F. Ray Boulevard;
- q. Kosciuszko Street, a line 200 feet westerly of Stuyvesant Avenue, a line midway between Kosciuszko Street and Lafayette Avenue, a line 100 feet westerly of Stuyvesant Avenue, Lafayette Avenue, and Lewis Avenue- Dr. Sandy F. Ray Boulevard;
- r. Greene Avenue, a line 100 feet westerly of Stuyvesant Avenue, Lexington Avenue, a line 225 feet westerly of Stuyvesant Avenue, Quincy Street, a line 100 feet easterly of Marcus Garvey Boulevard, Lexington Avenue, and Lewis Avenue- Dr. Sandy F. Ray Boulevard;
- s. Hart Street, a line 30 feet southwestly of Broadway, a line 170 feet westerly of Malcolm X. Boulevard and its northerly prolongation, Pulaski Street, a line 100 feet westerly of Malcolm X. Boulevard, Lafayette Avenue, and a line 100 feet easterly of Stuyvesant Avenue;
- t. a line 100 feet northerly of Greene Avenue, a line 100 feet westerly of Malcolm X. Boulevard, Lexington Avenue, a line 100 feet easterly of Malcolm X. Boulevard, Lafayette Avenue, Malcolm X. Boulevard, a line 50 feet southerly of De Kalb Avenue, a line 75 feet easterly of Malcolm X. Boulevard, a line midway between De Kalb Avenue and Kosciuszko Street, a line 315 feet easterly of Malcolm X. Boulevard, Kosciuszko Street, a line 30 feet southwestly of Broadway, a line 175 feet westerly of Patchen Avenue and its northerly prolongation, Lafayette Avenue, Patchen Avenue, a line midway between Greene Avenue and Lexington Avenue, a line 100 feet westerly of Patchen Avenue, Quincy Street, Stuyvesant Avenue, Lexington Avenue, and a line 100 feet easterly of Stuyvesant Avenue; and
- u. Lexington Avenue, a line 200 feet easterly of Patchen Avenue, a line midway between Quincy Street and Lexington Avenue, a line 150 feet westerly of Ralph Avenue, Quincy Street, and Patchen Avenue;
11. changing from a C4-3 District to an R6B District property bounded by a line midway between Lexington Avenue and Quincy Street, a line 100 feet westerly of Ralph Avenue, Quincy Street, and a line 150 feet westerly of Ralph Avenue;
12. changing from a C8-2 District to an R6B District property bounded by Lexington Avenue, a line 250 feet easterly of Patchen Avenue, a line midway between Lexington Avenue and Quincy Street, and a line 200 feet easterly of Patchen Avenue;
13. changing from an R6 District to an R7A District property bounded by:
- a. a line 100 feet northerly of Myrtle Avenue, Bedford Avenue, Willoughby Avenue, a line midway between Bedford Avenue and Spencer Street, a line 100 feet northerly of De Kalb Avenue, a line 50 feet easterly of Spencer Street, De Kalb Avenue, Nostrand Avenue, Kosciuszko Street, a line 100 feet easterly of Bedford Avenue, a line midway between Lexington Avenue and Quincy Street, Bedford Avenue, Quincy Street, a line 100 feet westerly of Bedford Avenue, Lafayette Avenue, a line midway between Skillman Street and Bedford Avenue, a line 100 feet southerly of De Kalb Avenue, Franklin Avenue, De Kalb Avenue, Classon Avenue, Willoughby Avenue, Kent Avenue, a line 100 feet northerly of De Kalb Avenue, Bedford Avenue, a line 320 feet southerly of Willoughby Avenue, a line midway between Bedford Avenue and Skillman Street, Willoughby Avenue, a line midway between Bedford Avenue and Skillman Street, a line 100 feet southerly of Myrtle Avenue, a line 100 feet westerly of Franklin Avenue, a line 210 feet southerly of Myrtle Avenue, a line 100 feet easterly of Kent Avenue, Willoughby Avenue, Kent Avenue, a line 100 feet southerly of Myrtle Avenue, and Classon Avenue; and;
- b. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, a line midway between Lafayette Avenue and Kosciuszko Street, Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, De Kalb Avenue, a line 100 feet westerly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Pulaski Street, Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Hart Street, and a line 100 feet westerly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
14. changing from an R6 District to an R7D District property bounded by:
- a. Stockton Street, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, a line midway between
- Stockton Street and Myrtle Avenue, a line 100 feet westerly of Tompkins Avenue, Stockton Street, Tompkins Avenue, Myrtle Avenue, Marcus Garvey Boulevard, a line midway between Myrtle Avenue and Vernon Avenue, Nostrand Avenue, Myrtle Avenue, and Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard; and
- b. Myrtle Avenue, Lewis Avenue- Dr. Sandy F. Ray Boulevard, a line midway between Myrtle Avenue and Vernon Avenue, and a line 200 feet westerly of Lewis Avenue- Dr. Sandy F. Ray Boulevard;
15. changing from an R6 District to a C4-4L District property bounded by:
- a. Ellery Street, Broadway, Park Avenue, and Marcus Garvey Boulevard; and
- b. Broadway, Van Buren Street, Patchen Avenue, Lafayette Avenue, a line 175 feet westerly of Patchen Avenue and its northerly prolongation, a line 30 feet southwestly of Broadway, Kosciuszko Street, a line 315 feet easterly of Malcolm X. Boulevard, a line midway between De Kalb Avenue and Kosciuszko Street, a line 200 feet easterly of Malcolm X. Boulevard, De Kalb Avenue, Malcolm X. Boulevard, Pulaski Street, a line 170 feet westerly of Malcolm X. Boulevard and its northerly prolongation, a line 30 feet southwestly of Broadway, Hart Street, a line 250 feet easterly of Stuyvesant Avenue, Willoughby Avenue, Stuyvesant Avenue, Vernon Avenue, a line 110 feet westerly of Stuyvesant Avenue, a line midway between Vernon Avenue and Myrtle Avenue, a line 100 feet southwestly of Broadway, a line midway between Myrtle Avenue and Stockton Street, and Lewis Avenue- Dr. Sandy F. Ray Boulevard;
16. changing from a C4-3 District to a C4-4L District property bounded by:
- a. Broadway, Ellery Street, and Marcus Garvey Boulevard; and
- b. Broadway, Howard Avenue, Monroe Street, a line 150 feet easterly of Ralph Avenue, Gates Avenue, a line 100 feet easterly of Ralph Avenue, Quincy Street, a line 100 feet westerly of Ralph Avenue, a line midway between Quincy Street and Lexington Avenue, a line 150 feet westerly of Ralph Avenue, Lexington Avenue, a line 150 feet southwestly of Broadway, and Greene Avenue;
17. changing from a C8-2 District to a C4-4L District property bounded by:
- a. a line midway between Stockton Street and Myrtle Avenue, a line 100 feet southwestly of Broadway, a line midway between Vernon Avenue and Myrtle Avenue, and Lewis Avenue- Dr. Sandy F. Ray Boulevard;
- b. Van Buren Street, Broadway, Greene Avenue, a line 150 feet southwestly of Broadway, a line midway between Greene Avenue and Lexington Avenue, a line 350 feet easterly of Patchen Avenue, Greene Avenue, a line 100 feet easterly of Patchen Avenue, a line midway between Van Buren Street and Greene Avenue, and a line 200 feet easterly of Patchen Avenue; and
- c. a line 150 feet southwestly of Broadway, Lexington Avenue, a line 150 feet westerly of Ralph Avenue, a line midway between Lexington Avenue and Quincy Street, and a line 280 feet westerly of Ralph Avenue and its northerly prolongation;
18. establishing within an existing R6 District a C2-4 District bounded by:
- a. a line 100 feet northerly of Myrtle Avenue, Throop Avenue, Myrtle Avenue, and Tompkins Avenue;
- b. Park Avenue, Broadway, Lewis Avenue- Dr. Sandy F. Ray Boulevard, the westerly centerline prolongation of Stockton Street, a line 100 feet westerly of Lewis Avenue- Dr. Sandy F. Ray Boulevard, and a line 100 feet southwestly of Broadway;
- c. Vernon Avenue, a line 100 feet easterly of Marcus Garvey Boulevard, Willoughby Avenue, and Marcus Garvey Boulevard;
- d. Pulaski Street, a line 100 feet easterly of Marcus Garvey Boulevard, De Kalb Avenue, and Marcus Garvey Boulevard; and
- e. Pulaski Street, a line 100 feet easterly of Lewis Avenue- Dr. Sandy F. Ray Boulevard, De Kalb Avenue, and Lewis Avenue- Dr. Sandy F. Ray Boulevard;

- 19. establishing within a proposed R6A District a C2-4 District bounded by
 - a. Flushing Avenue, Throop Avenue, a line midway between Flushing Avenue and Hopkins Street, and Tompkins Avenue;
 - b. Hopkins Street, Throop Avenue, Park Avenue, and a line 100 feet westerly of Throop Avenue;
 - c. Vernon Avenue, a line 100 feet easterly of Nostrand Avenue, Willoughby Avenue, and Nostrand Avenue;
 - d. a line midway between Hart Street and Pulaski Street, a line 100 feet easterly of Nostrand Avenue, De Kalb Avenue, a line 200 feet easterly of Nostrand Avenue, Kosciuszko Street, a line 100 feet easterly of Nostrand Avenue, Quincy Street, a line 100 feet westerly of Nostrand Avenue, a line midway between Greene Avenue and Lexington Avenue, Nostrand Avenue, Clifton Place, a line 100 feet westerly of Nostrand Avenue, Kosciuszko Street, and Nostrand Avenue;
 - e. Ellery Street, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Stockton Street, and Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
 - f. Park Avenue, Tompkins Avenue, Martin Luther King Jr. Place, and a line 100 feet westerly of Tompkins Avenue;
 - g. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet easterly of Tompkins Avenue, Pulaski Street, Tompkins Avenue, De Kalb Avenue, a line 100 feet westerly of Tompkins Avenue, Willoughby Avenue, Tompkins Avenue, Vernon Avenue, and a line 100 feet westerly of Tompkins Avenue;
 - h. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet easterly of Throop Avenue, Willoughby Avenue, Throop Avenue, a line midway between Vernon Avenue and Willoughby Avenue, and a line 100 feet westerly of Throop Avenue;
 - i. Willoughby Avenue, Throop Avenue, a line midway between Willoughby Avenue and Hart Street, and a line 100 feet westerly of Throop Avenue;
 - j. Vernon Avenue, Marcus Garvey Boulevard, Hart Street, and a line 100 feet westerly of Marcus Garvey Boulevard;
 - k. Pulaski Street, a line 100 feet easterly of Throop Avenue, a line midway between Pulaski Street and De Kalb Avenue, a line 100 feet westerly of Marcus Garvey Boulevard, Pulaski Street, Marcus Garvey Boulevard, De Kalb Avenue, a line 100 feet easterly of Marcus Garvey Boulevard, Quincy Street, Marcus Garvey Boulevard, a line midway between Quincy Street and Lexington Avenue, a line 100 feet westerly of Marcus Garvey Boulevard, Lexington Avenue, Marcus Garvey Boulevard, Van Buren Street, a line 100 feet westerly of Marcus Garvey Boulevard, Lafayette Avenue, Marcus Garvey Boulevard, a line midway between Lafayette Avenue and Kosciuszko Street, a line 100 feet westerly of Marcus Garvey Boulevard, a line midway between De Kalb Avenue and Kosciuszko Street, a line 100 feet easterly of Tompkins Avenue, a line midway between Pulaski Street and De Kalb Avenue, and Throop Avenue;
 - l. Lexington Avenue, a line 100 feet easterly of Tompkins Avenue, Quincy Street, and a line 100 feet westerly of Tompkins Avenue;
 - m. De Kalb Avenue, a line 100 feet easterly of Lewis Avenue- Dr. Sandy F. Ray Boulevard, Kosciuszko Street, and Lewis Avenue- Dr. Sandy F. Ray Boulevard;
 - n. Kosciuszko Street, Stuyvesant Avenue, Lafayette Avenue, and a line 100 feet westerly of Stuyvesant Avenue;
 - o. Van Buren Street, Stuyvesant Avenue, Greene Avenue, and a line 100 feet westerly of Stuyvesant Avenue,
 - p. Pulaski Street, Malcolm X. Boulevard, De Kalb Avenue, a line 200 feet easterly of Malcolm X. Boulevard, a line midway between De Kalb Avenue and Kosciuszko Street, a line 75 feet westerly of Malcolm X. Boulevard, a line 50 feet southerly of De Kalb Avenue, Malcolm X. Boulevard, Lafayette Avenue, and a line 100 feet westerly of Malcolm X. Boulevard,
 - q. Lafayette Avenue, a line 100 feet easterly of Malcolm X. Boulevard, Van Buren Street, and Malcolm X. Boulevard,

- r. Greene Avenue, Malcolm X. Boulevard, Lexington Avenue, and a line 100 feet westerly of Malcolm X. Boulevard,
 - s. a line midway between Greene Avenue and Lexington Avenue, a line 280 feet westerly of Ralph Avenue and its northerly prolongation, a line midway between Lexington Avenue and Quincy Street, a line 250 feet easterly of Patchen Avenue, Lexington Avenue, and a line 100 feet easterly of Patchen Avenue; and
 - t. Quincy Street, a line 100 feet easterly of Ralph Avenue, Gates Avenue, and Ralph Avenue;
 - 20. establishing within a proposed R6B District a C2-4 District bounded by a line midway between De Kalb Avenue and Kosciuszko Street, a line 100 feet easterly of Throop Avenue, Van Buren Street, and a line 100 feet westerly of Throop Avenue;
 - 21. establishing within a proposed R7A District a C2-4 District bounded by:
 - a. a line 100 feet northerly of Myrtle Avenue, Bedford Avenue, a line 100 feet southerly of Myrtle Avenue, and Classon Avenue;
 - b. Willoughby Avenue, Bedford Avenue, a line 320 feet southerly of Willoughby Avenue, and a line midway between Skillman Street and Bedford Avenue;
 - c. a line 100 feet northerly of De Kalb Avenue, a line 50 feet easterly of Spencer Street, De Kalb Avenue, a line 300 feet easterly of Spencer Court, a line 100 feet southerly of De Kalb Avenue, Bedford Avenue, Kosciuszko Street, a line 100 feet easterly of Bedford Avenue, a line midway between Lexington Avenue and Quincy Street, Bedford Avenue, Quincy Street, a line 100 feet westerly of Bedford Avenue, Lafayette Avenue, a line midway between Bedford Avenue and Skillman Street, a line 100 feet southerly of De Kalb Avenue, Franklin Avenue, De Kalb Avenue, and Classon Avenue;
 - d. a line midway between Myrtle Avenue and Vernon Avenue, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Pulaski Street, Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, Hart Street, and a line 100 feet westerly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard; and
 - e. De Kalb Avenue, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, a line midway between Kosciuszko Street and Lafayette Avenue, and Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard;
 - 22. establishing within a proposed R7D District a C2-4 District bounded by:
 - a. Stockton Street, a line 100 feet easterly of Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard, a line midway between Stockton Street and Myrtle Avenue, a line 100 feet westerly of Tompkins Avenue, Stockton Street, Tompkins Avenue, Myrtle Avenue, Marcus Garvey Boulevard, a line midway between Myrtle Avenue and Vernon Avenue, Nostrand Avenue, Myrtle Avenue, and Marcy Avenue- Rev. Dr. Gardner C. Taylor Boulevard; and
 - b. Myrtle Avenue, Lewis Avenue- Dr. Sandy F. Ray Boulevard, a line midway between Myrtle Avenue and Vernon Avenue; and a line 200 feet westerly of Lewis Avenue- Dr. Sandy F. Ray Boulevard;
 - 23. establishing a Special Enhanced Commercial District (EC-4) bounded by Broadway, Howard Avenue, a line 30 feet southwesterly of Broadway, and Marcus Garvey Boulevard;
- as shown on a diagram (for illustrative purposes only) dated May 7, 2012, and subject to the conditions of CEQR Declaration E-285.
- No. 8**
- CD 3 N 120295 ZRK**
IN THE MATTER OF an application submitted by the Department of City Planning, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to Article I, Chapters I and II, Article II, Chapter III, Article III, Chapters III, IV, V, and VI, Article VI, Chapter II, and Article XIII, Chapter II.
- Matter in underline is new, to be added;
 Matter in ~~strikeout~~ is old, to be deleted;
 Matter within # # is defined in Section 12-10;
 * * * indicate where unchanged text appears in the Zoning Resolution
- * * *
- Article I**
General Provisions

Chapter 1
Title, Establishment of Controls and Interpretation of Regulations
 * * *

11-122
Districts established
 In order to carry out the purposes and provisions of this Resolution, the following districts are hereby established:

* * *

Commercial Districts
 * * *

C4-4 General Commercial District
 C4-4A General Commercial District
 C4-4D General Commercial District
 C4-4L General Commercial District
 C4-5 General Commercial District

* * *

Special Purpose Districts
 * * *

Establishment of the Special Downtown Jamaica District In order to carry out the special purposes of this Resolution as set forth in Article XI, Chapter 5, the #Special Downtown Jamaica District# is hereby established.
Establishment of the Special Enhanced Commercial District

In order to carry out the special purposes of this Resolution as set forth in Article XIII, Chapter 2, the #Special Enhanced Commercial District# is hereby established.

Establishment of the Special Forest Hills District

In order to carry out the special purposes of this Resolution as set forth in Article VIII, Chapter 6, the #Special Forest Hills District# is hereby established.

~~Establishment of the Special Fourth Avenue Enhanced Commercial District~~

~~In order to carry out the special purposes of this Resolution as set forth in Article XIII, Chapter 2, the #Special Fourth Avenue Enhanced Commercial District# is hereby established.~~

* * *

12-10
Definitions
 * * *

Special Enhanced Commercial District.

The "Special Enhanced Commercial District" is a Special Purpose District designated by the letters "EC" in which special regulations set forth in Article XIII, Chapter 2 apply.

* * *

~~Special Fourth Avenue Enhanced Commercial District~~

The "Special Fourth Avenue Enhanced Commercial District" is a Special Purpose District designated by the letters "EC" in which special regulations set forth in Article XIII, Chapter 2 apply.

* * *

Chapter 4
Sidewalk Cafe Regulations
 * * *

14-44
Special Zoning Districts Where Certain Sidewalk Cafes are Permitted

Brooklyn	#Enclosed Sidewalk Cafe#	#Unenclosed Sidewalk Cafe#
Fourth Avenue Enhanced Commercial District	No	Yes
Bay Ridge District	No	Yes
Coney Island District	No	Yes
Coney Island Mixed Use District	Yes	Yes
Downtown Brooklyn District	Yes	Yes
<u>Enhanced Commercial District 1 (Fourth Avenue)</u>	No	Yes
<u>Enhanced Commercial District X (Broadway, Bedford-Stuyvesant)</u>	No	Yes

* * *

ARTICLE II
RESIDENCE DISTRICT REGULATIONS
 * * *

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

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

In #Inclusionary Housing designated areas#, as listed in the table in this Section, the maximum permitted #floor area ratios# shall be as set forth in Section 23-952 (Floor area compensation in Inclusionary Housing designated areas). The locations of such areas are specified in APPENDIX F (Inclusionary Housing Designated Areas) of this Resolution.

Community District	Zoning District
Community District 1, Bronx	R6A R7-2 R7A R7X R8A
Community District 4, Bronx	R8A R9D
Community District 7, Bronx	R7D
Community District 1, Brooklyn	R6 R6A R6B R7A R7-3

Community District 2, Brooklyn R7A R8A R9A
 Community District 3, Brooklyn R7A R7D
 Community District 6, Brooklyn R7-2
 Community District 7, Brooklyn R7A R8A
 Community District 14, Brooklyn R7A
 Community District 3, Manhattan R7A R8A R9A
 Community District 6, Manhattan R10
 Community District 7, Manhattan R9A R10
 Community District 1, Queens R7A
 Community District 2, Queens R7X
 * * *

**ARTICLE III
 COMMERCIAL DISTRICT REGULATIONS**
 * * *

**Chapter 3
 Bulk Regulations for Commercial or Community
 Facility Buildings in Commercial Districts**
 * * *

**33-122
 Commercial buildings in all other Commercial
 Districts**
 C1-6 C1-7 C1-8 C1-9 C2-6 C2-7 C2-8 C3 C4 C5 C6 C7 C8

In the districts indicated, the maximum #floor area ratio# for a #zoning lot# containing only #commercial uses# shall not exceed the #floor area ratio# set forth in the following table:

Districts	Maximum #Floor Area Ratio#
C3	0.50
C4-1 C8-1	1.00
C1-6 C1-7 C1-8 C1-9 C2-6 C2-7 C2-8 C7 C8-2 C8-3	2.00
C4-2A C4-3A	3.00
C4-2 C4-2F C4-3 C4-4 C4-4D C4-5 C4-6	3.40
C4-4A C4-4L C4-5A C4-5X C5-1	4.00
C4-5D	4.20
C8-4	5.00
C6-1 C6-2 C6-3	6.00
C6-3D	9.00
C4-7 C5-2 C5-4 C6-4 C6-5 C6-8	10.00
C5-3 C5-5 C6-6 C6-7 C6-9	15.00

**33-123
 Community facility buildings or buildings used for
 both community facility and commercial uses in all
 other Commercial Districts**
 C1-6 C1-7 C1-8 C1-9 C2-6 C2-7 C2-8 C3 C4 C5 C6 C8

In the districts indicated, the maximum #floor area ratio# for a #zoning lot# containing #community facility uses#, or for a #zoning lot# containing both #commercial# and #community facility uses#, shall not exceed the #floor area ratio# set forth in the following table:

Districts	Maximum #Floor Area Ratio#
C3	1.00
C4-1	2.00
C8-1	2.40
C4-2A C4-3A	3.00
C1-6A C2-6A C4-4A C4-4L C4-5A	4.00
C4-5D	4.20
C4-2 C4-3 C8-2	4.80
C4-5X	5.00
C6-1A	6.00
C1-6 C1-7 C2-6 C4-2F C4-4 C4-4D C4-5 C6-1 C6-2 C8-3 C8-4	6.50
C1-8A C2-7A C6-3A	7.50
C1-8X C2-7X C6-3D C6-3X	9.00
C1-8 C1-9 C2-7 C2-8 C4-6 C4-7 C5-1 C5-2 C5-4 C6-3 C6-4 C6-5 C6-8	10.00
C5-3 C5-5 C6-6 C6-7 C6-9	15.00

**33-432
 In other Commercial Districts**
 * * *
 C1-6A C1-7A C1-8A C1-8X C1-9A C2-6A C2-7A C2-7X C2-8A C4-2A C4-3A C4-4A C4-4D C4-4L C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-3X C6-4A C6-4X

(b) In the districts indicated, the height and setback regulations of Sections 33-43 through 33-457, inclusive, shall not apply. In lieu thereof, the provisions of Section 35-24 (Special Street Wall Location and Height and Setback Regulations in Certain Districts) shall apply.
 * * *

**33-493
 Special provisions along certain district boundaries**

C1-6A C1-7A C1-8A C1-9A C2-6A C2-7A C2-7X C2-8A C4-2A C4-3A C4-4A
 C4-4D C4-4L C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D
 C6-3X C6-4A C6-4X

In the districts indicated, and in C1 and C2 Districts mapped within R6A, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X Districts, the #development# or #enlargement# of a #building#, or portions thereof, within 25 feet of an R1, R2, R3, R4, R5 or R6B District shall comply with the requirements for R6B Districts in Section 23-633 (Street wall location and height and setback regulations in certain districts).
 * * *

**Chapter 4
 Bulk Regulations for Residential Buildings in
 Commercial Districts**

**34-00
 APPLICABILITY AND DEFINITIONS**

**34-01
 Applicability of this Chapter**

The #bulk# regulations of this Chapter apply to any #zoning lot# containing only #residential buildings# in any #Commercial District# in which such #buildings# are permitted. Where a #residential building# and one or more #buildings# containing non-#residential uses# are on a single #zoning lot#, the #bulk# regulations of Article III, Chapter 5, shall apply. In addition, the #bulk# regulations of this Chapter or of specified Sections thereof also apply in other provisions of this Resolution where they are incorporated by cross reference.

However, in C3A Districts, the #bulk# regulations of this Chapter shall not apply to any #residential building#. In lieu thereof, the #bulk# regulations for R3A Districts of in Article II, Chapter 3 (Bulk Regulations for Residential Buildings in Residence Districts), shall apply to #residential buildings#.

In C4-4L Districts, the #bulk# regulations of this Chapter shall not apply to any #residential building#. In lieu thereof, the #bulk# regulations for C4-4L Districts in Article III, Chapter 5 (Bulk Regulations for Mixed Buildings in Commercial Districts), shall apply to #residential buildings#.

Existing #buildings or other structures# that do not comply with one or more of the applicable #bulk# regulations are #non-complying buildings or other structures# and are subject to the regulations set forth in Article V, Chapter 4.

Special regulations applying only in Special Purpose Districts are set forth in Articles VIII, IX, X, XI, XII and XIII.

All C6-1A Districts shall comply with the regulations of C6-1 Districts except as set forth in Section 34-112.

In Manhattan Community Districts 1, 2, 3, 4, 5 and 6, Brooklyn Community Districts 1, 2, 6 and 8, and Queens Community Districts 1 and 2, the #conversion# of non-#residential floor area# to #residences# in #buildings# erected prior to December 15, 1961, or January 1, 1977, as applicable, shall be subject to the provisions of Article 1, Chapter 5 (Residential Conversions within Existing Buildings), unless such #conversions# meet the requirements for new #residential development# of Article II (Residence District Regulations).

Special regulations applying in the #waterfront area# are set forth in Article VI, Chapter 2.

**34-011
 Quality Housing Program**

(a) In C1 and C2 Districts mapped within #Residence Districts# with a letter suffix, and in C1-6A, C1-7A, C1-8A, C1-8X, C1-9A, C2-6A, C2-7A, C2-7X, C2-8A, C4-2A, C4-3A, C4-4A, C4-4D, C4-4L, C4-5A, C4-5D, C4-5X, C4-6A, C4-7A, C5-1A, C5-2A, C6-2A, C6-3A, C6-3D, C6-3X, C6-4A or C6-4X Districts, #residential buildings# shall comply with all of the requirements of Article II, Chapter 8 (Quality Housing Program).

**Chapter 5
 Bulk Regulations for Mixed Buildings in Commercial
 Districts**
 * * *

**35-011
 Quality Housing Program**

(a) In C1 and C2 Districts mapped within R6 through R10 Districts with a letter suffix, and in C1-6A, C1-7A, C1-8A, C1-8X, C1-9A, C2-6A, C2-7A, C2-7X, C2-8A, C4-2A, C4-3A, C4-4A, C4-4D, C4-4L, C4-5A, C4-5D, C4-5X, C4-6A, C4-7A, C5-1A, C5-2A, C6-2A, C6-3A, C6-3D, C6-3X, C6-4A or C6-4X Districts, any #residential# portion of a #building# shall comply with all of the regulations of Article II, Chapter 8 (Quality Housing Program), and the entire #building# shall comply with the provisions of Sections 28-33 (Planting Areas) and 28-50 (PARKING FOR QUALITY HOUSING). In C1 and C2 Districts mapped within R5D Districts, only those regulations of Article II, Chapter 8, as set forth in Section 28-01 (Applicability of this Chapter), shall apply.

**35-23
 Residential Bulk Regulations in Other C1 or C2
 Districts or in C3, C4, C5 or C6 Districts**
 * * *

C1-6A C1-7A C1-8A C1-8X C1-9A C2-6A C2-7A C2-7X C2-8A C4-2A C4-3A
 C4-4A C4-4D C4-4L C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A
 C6-3D C6-3X C6-4A C6-4X

(b) In the districts indicated, the #bulk# regulations for #residential# portions of #buildings# are the #bulk# regulations for the #Residence Districts# set forth in the following table. However, the height and setback regulations of Sections 23-60 through 23-65, inclusive, shall not apply. In lieu thereof, Section 35-24 shall apply.

Applicable #Residence District#	District
R6A	C4-2A C4-3A
R7A	C1-6A C2-6A C4-4A C4-4L C4-5A
R7D	C4-5D
R7X	C4-5X
R8A	C1-7A C4-4D C6-2A
R9A	C1-8A C2-7A C6-3A
R9D	C6-3D
R9X	C1-8X C2-7X C6-3X
R10A	C1-9A C2-8A C4-6A C4-7A C5-1A C5-2A C6-4A C6-4X
R10X	C6-4X

**35-24
 Special Street Wall Location and Height and Setback
 Regulations in Certain Districts**

C1-6A C1-7A C1-8A C1-8X C1-9A C2-6A C2-7A C2-7X C2-8A C4-2A C4-3A
 C4-4A C4-4D C4-4L C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A
 C6-3D C6-3X C6-4A C6-4X

In the districts indicated, and in other C1 or C2 Districts when mapped within R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X Districts, for all #buildings or other structures#, and for #Quality Housing buildings# in other #Commercial Districts#, #street wall# location and height and setback regulations are set forth in this Section. The height of all #buildings or other structures# shall be measured from the #base plane#.

- (a) Permitted obstructions
- C1-6A C1-7A C1-8A C1-8X C1-9A C2-6A C2-7A C2-7X C2-8A C4-2A
 C4-3A C4-4A C4-4D C4-4L C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A
 C6-2A C6-3A C6-3D C6-3X C6-4A C6-4X

In the districts indicated, and in other C1 or C2 Districts when mapped within R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X Districts, and for #Quality Housing buildings# in other #Commercial Districts#, the provisions of Section 33-42 shall apply to any #building or other structure#. In addition, a dormer may be allowed as a permitted obstruction pursuant to paragraph (c) of Section 23-621 (Permitted obstructions in certain districts), and an elevator shaft and associated vestibule may be allowed as a permitted obstruction, pursuant to paragraph (f) of Section 23-62.

- (b) #Street wall# location
- C1-6A C2-6A C4-2A C4-3A C4-4A C4-5A C4-5X

(1) In the districts indicated, and in C1 or C2 Districts when mapped within R6A, R6B, R7A, R7B or R7X Districts, and for #Quality Housing buildings# in other #Commercial Districts# with a residential equivalent of an R6 or R7 District, at least 70 percent of the #aggregate width of street walls# shall be located within eight feet of the #street line# and shall extend to at least the minimum base height specified in Table A of this Section for #buildings# in contextual districts, or Table B for #buildings# in non-contextual districts, or the height of the #building#, whichever is less. The remaining 30 percent of the #aggregate width of street walls# may be located beyond eight feet of the #street line#.

Existing #buildings# may be horizontally #enlarged# without regard to #street wall# location provisions, provided the amount of new #floor area# does not exceed 50 percent of the amount of #floor area# existing on June 29, 1994, and the #enlarged# portion of the #building# does not exceed one #story# or 15 feet in height, whichever is less.

For #zoning lots# bounded by more than one #street line#, these #street wall# location provisions shall be mandatory along only one #street line#.

Where only one #street line# is coincident with the boundary of a #Commercial District# mapped along an entire #block# front, the #street wall# location provisions shall apply along such coincident #street line#. For all other #zoning lots#, the #street wall# location provisions shall apply along at least one #street line#.

C1-7A C1-8A C1-8X C1-9A C2-7A C2-7X C2-8A C4-4D C4-5D

(2) In the districts indicated, and in C1 or C2 Districts when mapped within R7D, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X Districts, and for #Quality Housing buildings# in other C1 or C2 Districts with a residential equivalent of an R8, R9 or R10 District, the following #street wall# location provisions shall apply along #wide streets# and along #narrow streets# within 50 feet of their intersection with a #wide street#:

(i) The #street wall# shall be located on the #street line# and extend along the entire #street# frontage of the #zoning lot# up to at least the minimum base height specified in Table A of this Section for #buildings# in contextual districts, or Table B for #buildings# in non-contextual districts, or the height of the #building#, whichever is less. To allow articulation of #street walls# at the intersection of two #street lines#, the #street wall# may be located anywhere within an area bounded by the two #street lines# and a line connecting such #street lines# at points 15 feet from their intersection.

In C1 or C2 Districts when mapped within R9D Districts, to allow articulation of #street walls# at the intersection of two #street lines#, up to 50 percent of the area bounded by the two #street lines# and lines parallel to and 50 feet from such #street lines# may be unoccupied by a #building#. However, where one such #street line# fronts an elevated rail line, a minimum of 25 percent and a maximum of 50 percent of the area bounded by the two #street lines# and lines parallel to and 50 feet from such #street lines# shall be unoccupied by a #building#.

(ii) Recesses, not to exceed three feet in depth from the #street line#, shall be permitted on the ground floor where required to provide access to the #building#.

Above a height of 12 feet above the #base plane#, up to 30 percent of the #aggregate width of street walls# may be recessed beyond the #street line#, provided any such recesses deeper than 10 feet along a #wide street#, or 15 feet along a #narrow street#, are located within an #outer court#. Furthermore, no recesses shall be permitted within 30 feet of the intersection of two #street lines# except to articulate the #street walls# as set forth in paragraph (b)(2)(i) of this Section.

(iii) Where a continuous sidewalk widening is provided along the entire #block# frontage of a #street#, the boundary of the sidewalk widening shall be considered to be the #street line# for the purposes of this Section.

No #street wall# location rules shall apply along #narrow streets# beyond 50 feet of their intersection with a #wide street#.

C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-3X C6-4A C6-4X

(3) In the districts indicated, and for #Quality Housing buildings# in other C4, C5 or C6 Districts with a residential equivalent of an R8, R9 or R10 District, the #street wall# location requirements shall be as set forth in paragraph (b)(2), inclusive, of this Section, except that a #street wall# with a minimum height of 12 feet shall be required on a #narrow street line# beyond 50 feet of its intersection with a #wide street#, and shall extend along such entire #narrow street# frontage of the #zoning lot#.

In C6-4X Districts, #public plazas# are only permitted to front upon a #narrow street line# beyond 50 feet of its intersection with a #wide street line#. The #street wall# location provisions of this Section shall not apply along any such #street line# occupied by a #public plaza#.

In C6-3D Districts, to allow articulation of #street walls# at the intersection of two #street lines#, up to 50 percent of the area bounded by the two #street lines# and

lines parallel to and 50 feet from such #street lines# may be unoccupied by a #building#.

However, where one such #street line# fronts an elevated rail line, a minimum of 25 percent and a maximum of 50 percent of the area bounded by the two #street lines# and lines parallel to and 50 feet from such #street lines# shall be unoccupied by a #building#.

C4-4L
(4) In C4-4L Districts, the #street wall# location provisions of paragraph, (b)(1), of this Section shall apply along any #street# that does not contain an elevated rail line. For #zoning lots# bounded by a #street# containing an elevated rail line, the following regulations shall apply along the frontage facing the elevated rail line:

(i) a sidewalk widening shall be provided along the entire #zoning lot# frontage of such #street# containing an elevated rail line. Such sidewalk widening shall have a depth of five feet, shall be improved to Department of Transportation standards for sidewalks, shall be at the same level as the adjoining public sidewalk, and shall be accessible to the public at all times. A line parallel to and five feet from the #street line# of such #street# containing an elevated rail line, as measured within the #zoning lot#, shall be considered the #street line# for the purpose of applying all regulations of this Section, 35-24, inclusive.

(ii) at least 70 percent of the #aggregate width of street walls# shall be located at the #street line# of the #street# containing the elevated rail line and extend to at least the minimum base height, or the height of the #building#, whichever is less, up to the maximum base height.

(c) Setback regulations

C1-6A C1-7A C1-8A C1-8X C1-9A C2-6A C2-7A C2-7X C2-8A C4-2A C4-3A C4-4A C4-4D C4-4L C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-3X C6-4A C6-4X

In the districts indicated, and in C1 or C2 Districts when mapped within R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X Districts, for all #buildings#, and for #Quality Housing buildings# in other #Commercial Districts#, setbacks are required for all portions of #buildings or other structures# that exceed the maximum base height specified in the table in this Section. Such setbacks shall be provided in accordance with the following regulations:

(1) At a height not lower than the minimum base height or higher than the maximum base height specified in Table A of this Section for #buildings# in contextual districts, and Table B for #buildings# in non-contextual districts, a setback with a depth of at least 10 feet shall be provided from any #street wall# fronting on a #wide street#, and a setback with a depth of at least 15 feet shall be provided from any #street wall# fronting on a #narrow street#, except such dimensions may include the depth of any permitted recesses in the #street wall#.

(2) These setback provisions are optional for any #building# wall that is either located beyond 50 feet of a #street line# or oriented so that lines drawn perpendicular to it in plan would intersect a #street line# at an angle of 65 degrees or less. In the case of an irregular #street line#, the line connecting the most extreme points of intersection shall be deemed to be the #street line#. Furthermore, dormers provided in accordance with the provisions of paragraph (a) of this Section may penetrate a required setback area.

(3) In C6-3D Districts, for #buildings or other structures# on #zoning lots# that front upon an elevated rail line, at a height not lower than 15 feet or higher than 25 feet, a setback with a depth of at least 20 feet shall be provided from any #street wall# fronting on such elevated rail line, except that such dimensions may include the depth of any permitted recesses in the #street wall# and the depth of such setback may be reduced by one foot for every foot that the depth of the #zoning lot#, measured perpendicular to the elevated rail line, is less than 110 feet, but in no event shall a setback less than 10 feet in depth be provided above the

minimum base height.

(i) The setback provisions of paragraph (c) of this Section are optional where a #building# wall is within the area bounded by two intersecting #street lines# and lines parallel to and 70 feet from such #street lines#.

(ii) Where such #building# is adjacent to a #public park#, such setback may be provided at grade for all portions of #buildings# outside of the area bounded by two intersecting #street lines# and lines parallel to and 70 feet from such #street lines#, provided that any area unoccupied by a #building# shall be improved to Department of Transportation standards for sidewalks, shall be at the same level as the adjoining public sidewalks, and shall be accessible to the public at all times.

(4) In C4-4L Districts, for #zoning lots# bounded by a #street# containing an elevated rail line, the setback provisions of this paragraph (c) are modified as follows:

(i) a setback with a depth of at least 15 feet from the #street line# of the #street# containing the elevated rail line shall be provided at a height not lower than the minimum base height of either 30 feet or three #stories#, whichever is less, and not higher than the maximum base height of either 65 feet or six #stories#, whichever is less; and

(ii) dormers shall not be a permitted obstruction within such setback distance.

(d) Maximum #building# height

No #building or other structure# shall exceed the maximum #building# height specified in Table A of this Section for contextual districts, or Table B for non-contextual districts, except as provided in this paragraph, (d), inclusive:

C6-3D C6-4X

(1) In the districts indicated, any #building# or #buildings#, or portions thereof, which in the aggregate occupy not more than 40 percent of the #lot area# of a #zoning lot# (or, for #zoning lots# of less than 20,000 square feet, the percentage set forth in the table in Section 33-454) above a height of 85 feet above the #base plane#, is hereinafter referred to as a tower. Dormers permitted within a required setback area pursuant to paragraph (a) of this Section shall not be included in tower #lot coverage#. Such tower or towers may exceed a height limit of 85 feet above the #base plane#, provided:

~~(i)~~ at all levels, such tower is set back from the #street wall# of a #narrow street#, and at least 10 feet along a #wide street#, except such dimensions may include the depth of any permitted recesses in the #street wall#;

~~(ii)~~ the base of such tower complies with the #street wall# location provisions of paragraph (b) of this Section, and the setback provisions of paragraph (c) of this Section; and

~~(iii)~~ the minimum coverage of such tower above a height of 85 feet above the #base plane# is at least 33 percent of the #lot area# of the #zoning lot#; however, such minimum coverage requirement shall not apply to the highest 40 feet of such tower.

In C6-3D Districts, the highest four #stories#, or as many #stories# as are located entirely above a height of 165 feet, whichever is less, shall have a #lot coverage# of at least 50 percent of the #story# immediately below such #stories#, and a maximum #lot coverage# of 80 percent of the #story# immediately below such #stories#. Such reduced #lot coverage# shall be achieved by one or more setbacks on each face of the tower, where at least one setback on each tower face has a depth of at least four feet, and a width that, individually or in the aggregate, is equal to at least 10 percent of the width of such respective tower face.

For the purposes of this paragraph, each tower shall have four tower faces, with each face being the side of a rectangle within which the outermost walls of the highest #story# not subject to the reduced #lot coverage# provisions have been inscribed. The required setbacks shall be measured from the outermost walls of the #building# facing each tower face. Required setback areas may overlap.

In C6-3D Districts, for towers fronting on elevated rail lines, the outermost walls of each #story# located entirely above a height of 85 feet shall be inscribed within a rectangle. The maximum length of any side of such rectangle that is parallel or within 45 degrees of being parallel to such elevated rail line shall be 125 feet, or 75 percent of the frontage of the #zoning lot# along such elevated rail line, whichever is less.

C4-4L

(2) In C4-4L Districts, for #zoning lots# bounded by a #street# containing an elevated rail line and within 125 feet of such #street#, the maximum #building# height shall be 100 feet or ten #stories#, whichever is less.

(e) Additional regulations

C1-6A C1-7A C1-8A C1-8X C1-9A C2-6A C2-7A C2-7X C2-8A C4-2A C4-3A C4-4A C4-4D C4-4L C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-3X C6-4A C6-4X

In the districts indicated, and in C1 or C2 Districts when mapped within R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X Districts, and for #Quality Housing buildings# in other #Commercial Districts#, the following additional provisions shall apply:

- (1) Existing #buildings# may be vertically enlarged by up to one #story# or 15 feet without regard to the #street wall# location requirements of paragraph (b) of this Section.
- (2) On #through lots# that extend less than 180 feet in maximum depth from #street# to #street#, the #street wall# location requirements of paragraph (b) shall be mandatory along only one #street# frontage. However, in C4-4L Districts, such #street wall# location regulations shall apply along the frontage of any #street# containing an elevated rail line.
- (3) The #street wall# location and minimum base height provisions of paragraph (b) shall not apply along any #street# frontage of a #zoning lot# occupied by #buildings# whose #street wall# heights or widths will remain unaltered.
- (4) The minimum base height provisions of paragraph (b) shall not apply to #buildings developed# or #enlarged# after February 2, 2011, that do not exceed such minimum base heights, except where such #buildings# are located on #zoning lots# with multiple #buildings#, one or more of which is #developed#, #enlarged# or altered after February 2, 2011, to a height exceeding such minimum base heights.
- (5) The City Planning Commission may, upon application, authorize modifications in the required #street wall# location of a #development# or #enlargement# if the Commission finds that existing #buildings#, or existing open areas serving existing #buildings# to remain on the #zoning lot#, would be adversely affected by the location of the #street walls# of the #development# or #enlargement# in the manner prescribed in this Section.
- (6) For any #zoning lot# located in a Historic District designated by the Landmarks Preservation Commission, the minimum base height and #street wall# location regulations of this Section, or as modified in any applicable Special District, shall be modified as follows:
 - (i) The minimum base height of a #street wall# may vary between the height of the #street wall# of an adjacent #building# before setback, if such height is lower than the minimum base height required, up to the minimum base height requirements of this Section, or as modified in any applicable Special District.
 - (ii) The maximum base height of a #street wall# may vary between the height of the #street wall# of an adjacent #building# before setback, if such height is higher than the maximum base height allowed, and the maximum base

height requirements of this Section, provided that such height not exceed 150 feet and provided that such #zoning lot# is located within the area bounded by West 22nd Street, a line 100 feet west of Fifth Avenue, a line midway between West 16th Street and West 17th Street, and a line 100 feet east of Sixth Avenue.

(iii) The location of the #street wall# of any #building# may vary between the #street wall# location requirements of this Section, or as modified in any applicable Special District, and the location of the #street wall# of an adjacent #building# fronting on the same #street line#.

(7) In C6-3D Districts, where a #building# on an adjacent #zoning lot# has #dwelling unit# windows located within 30 feet of a #side lot line# of the #development# or #enlargement#, an open area extending along the entire length of such #side lot line# with a minimum width of 15 feet shall be provided. Such open area may be obstructed only by the permitted obstructions set forth in Section 33-23 (Permitted Obstructions in Required Yards or Rear Yard Equivalents).

(8) For the purposes of applying the #street wall# location regulations of paragraph (b), any #building# wall oriented so that lines perpendicular to it would intersect a #street line# at an angle of 65 degrees or less shall not be considered a #street wall#.

TABLE A
HEIGHT AND SETBACK FOR BUILDINGS
IN CONTEXTUAL DISTRICTS

District	Minimum Base Height	Maximum Base Height	Maximum Building Height
C1 or C2 mapped in R6B	30	40	50
C1 or C2 mapped in R6A	40	60	70
C4-2A C4-3A			
C1 or C2 mapped in R7B	40	60	75
C1 or C2 mapped in R7A C1-6A C2-6A C4-4A C4-5A	40	65	80
C1 or C2 mapped in R7D C4-5D	60	85	100
<u>C4-4L</u>	40	65	80
C1 or C2 mapped in R7X C4-5X	60	85	125
C1 or C2 mapped in R8B	55	60	75
C1 or C2 mapped in R8A C1-7A C4-4D C6-2A	60	85	120
C1 or C2 mapped in R8X	60	85	150
C1 or C2 mapped in R9A** C1-8A** C2-7A** C6-3A**	60	95	135
C1 or C2 mapped in R9A* C1-8A* C2-7A* C6-3A*	60	102	145
C1 or C2 mapped in R9D C6-3D	60	85****	***
C1 or C2 mapped in R9X** C1-8X** C2-7X** C6-3X**	60	120	160
C1 or C2 mapped in R9X* C1-8X* C2-7X* C6-3X*	105	120	170
C1 or C2 mapped in R10A** C1-9A** C2-8A** C4-6A**			
C4-7A** C5-1A** C5-2A** C6-4A**	60	125	185
C1 or C2 mapped in R10A* C1-9A* C2-8A* C4-6A* C4-7A* C5-1A* C5-2A* C6-4A*	125	150	210
C1 or C2 mapped in R10X C6-4X	60	85	***

* Refers to that portion of a district which is within 100 feet of a #wide street#

** Refers to that portion of a district on a #narrow street#, except within a distance of 100 feet from its intersection with a #wide street#

*** #Buildings# may exceed a maximum base height of 85 feet in accordance with paragraph (d) of this Section

**** For #developments# or #enlargements# that front upon an elevated rail line, the maximum base height shall be 25 feet.

* * *
35-32
Modification of Lot Coverage Regulations
In C4-4L Districts, the maximum #residential lot coverage# provisions of Sections 23-145 (For Quality Housing buildings) and 23-147 (For non-profit residences for the elderly) are modified as follows:

For #through lots# with a maximum depth of 180 feet or less, the maximum #residential lot coverage# shall be 80 percent. #Corner lots# shall not be subject to a maximum #residential lot coverage# where such #corner lots# are:

- (a) 5,000 square feet or less in area; or
- (b) 7,500 square feet or less in area and bounded by #street lines# that intersect to form an angle of less than 65 degrees, where one such #street# contains an elevated rail line.

* * *
35-50
MODIFICATION OF YARD REGULATIONS
* * *
35-53
Modification of Rear Yard Requirements
C1 C2 C3 C4 C5 C6

In the districts indicated, for a #residential# portion of a #mixed building#, the required #residential rear yard# shall be provided at the floor level of the lowest #story# used for #dwelling units# or #rooming units#, where any window of such #dwelling units# or #rooming units# faces onto such #rear yard#.

35-531
Residential rear yard equivalents in certain districts

In C4-4L Districts, for #through lots# that have a maximum depth of 180 feet or less and are bounded by a #street# containing an elevated rail line, no #residential rear yard equivalent# shall be required.

* * *
36-20
REQUIRED ACCESSORY OFF-STREET PARKING SPACES FOR COMMERCIAL OR COMMUNITY FACILITY USES

36-21
General Provisions
* * *
REQUIRED OFF-STREET PARKING SPACES FOR COMMERCIAL OR COMMUNITY FACILITY USES

Type of #Use#

Parking Spaces Required in Relation to Specified Unit of Measurement - Districts

FOR COMMERCIAL USES

Food stores with 2,000 or more square feet of #floor area# per establishment. #Uses# in PRC-A in Use Group 6

None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6 C2-7 C2-8 C4-4A C4-4L C4-5 C4-5A C4-5X C4-4A C4-4L C4-6 C4-7 C5 C6 C8-4

1 per 100 sq. ft. of #floor area# - C1-1 C2-1 C4-1
1 per 200 sq. ft. of #floor area# - C1-2 C2-2 C4-2 C8-1
1 per 300 sq. ft. of #floor area# - C1-3 C2-3 C4-2A C4-3 C7 C8-2
1 per 1,000 sq. ft. of #floor area# - C1-4 C2-4 C4-4 C4-5D C8-3

General retail or service #uses#. Food stores with less than 2,000 square feet of #floor area#. #Uses# in PRC-B in Use Group 6, 8, 9, 10 or 12 or when permitted by special permit; or #uses# in PRC-B1 in Use Group 6, 7, 8, 9, 10, 11, 13, 14 or 16

None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6 C2-7 C2-8 C4-4A C4-4L C4-5 C4-5A C4-5X C4-6 C4-7 C5 C6 C8-4

1 per 150 sq. ft. of #floor area#¹ - C1-1 C2-1 C3 C4-1
1 per 300 sq. ft. of #floor area#¹ - C1-2 C2-2 C4-2 C8-1
1 per 400 sq. ft. of #floor area#¹ - C1-3 C2-3 C4-2A C4-3 C7 C8-2
1 per 1,000 sq. ft. of #floor area# - C1-4 C2-4 C4-4 C4-5D C8-3

Low traffic generating #uses#. #Uses# in PRC-C in Use Group 6, 7, 9, 12, 13, 14 or 16 or when permitted by special permit

None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6 C2-7 C2-8 C4-4A C4-4L C4-5 C4-5A C4-5X C4-6 C4-7 C5 C6 C8-4

1 per 400 sq. ft. of #floor area# - C1-1 C2-1 C3 C4-1
1 per 600 sq. ft. of #floor area# - C1-2 C2-2 C4-2 C8-1
1 per 800 sq. ft. of #floor area# - C1-3 C2-3 C4-2A C4-3 C7 C8-2
1 per 1,000 sq. ft. of #floor area# - C1-4 C2-4 C4-4 C4-5D C8-3

Court houses

None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6 C2-7 C2-8 C4-4A C4-4L C4-5 C4-5A C4-5X C4-6 C4-7 C5 C6 C8-4

1 per 500 sq. ft. of #floor area# - C1-1 C2-1 C3 C4-1
1 per 800 sq. ft. of #floor area# - C1-2 C2-2 C4-2 C8-1
1 per 1,000 sq. ft. of #floor area# - C1-3 C2-3 C4-2A C4-3 C8-2
1 per 2,000 sq. ft. of #floor area# - C1-4 C2-4 C4-4 C4-5D C8-3

Places of assembly. #Uses# in PRC-D in Use Group 6, 8, 9, 10, 12, 13 or 14 or when permitted by special permit

None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6 C2-7 C2-8 C4-4A C4-4L C4-5 C4-5A C4-5X C4-6 C4-7 C5 C6 C8-4

1 per 4 persons rated capacity - C1-1 C2-1 C3 C4-1
1 per 8 persons rated capacity - C1-2 C2-2 C4-2 C8-1
1 per 12 persons rated capacity - C1-3 C2-3 C4-2A C4-3 C7
C8-2
1 per 25 persons rated capacity - C1-4 C2-4 C4-4 C4-5D C8-3

* * *
Storage or miscellaneous #uses#. #Uses# in PRC-G in Use
Group 10 or Use Group 16, or when permitted by special
permit, and with a minimum of 10,000 square feet of #floor
area# or 15 employees

None required - C4-4A C4-4L C4-5 C4-5A C4-5X C4-6
C4-7 C5 C6 C8-4

1 per 2,000 sq. ft. of #floor area#³, or 1 per 3 employees,
whichever will require a lesser number of spaces -
C4-1 C4-2 C4-3 C4-4 C4-5D C8-1 C8-2 C8-3

Hotels

(a) For that #floor area# used for sleeping accommodations
None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6 C2-7
C2-8 C4-4A C4-4L C4-5 C4-5A C4-5X
C4-6 C4-7 C5 C6 C8-4

1 per 4 guest rooms or suites - C2-1 C4-1
1 per 8 guest rooms or suites - C2-2 C4-2 C8-1
1 per 12 guest rooms or suites - C2-3 C2-4 C4-2A C4-3 C4-4
C4-5D C8-2 C8-3

(b) For that #floor area# used for meeting halls,
auditoriums, eating or drinking places, wedding
chapels or banquet halls, or radio or television
studios

None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6 C2-7
C2-8 C4-4A C4-4L C4-5 C4-5A C4-5X
C4-6 C4-7 C5 C6 C8-4

1 per 4 persons-rated capacity - C2-1 C4-1
1 per 8 persons-rated capacity - C2-2 C4-2 C8-1
1 per 12 persons-rated capacity - C2-3 C4-2A C4-3 C8-2
1 per 25 persons-rated capacity - C2-4 C4-4 C4-5D C8-3

Post offices

None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6
C2-7 C2-8 C4-4A C4-4L C4-5 C4-5A
C4-5X C4-6 C4-7 C5 C6 C8-4

1 per 800 sq. ft. of #floor area# - C1-1 C2-1 C3 C4-1
1 per 1,200 sq. ft. of #floor area# - C1-2 C2-2 C4-2 C8-1
1 per 1,500 sq. ft. of #floor area# - C1-3 C2-3 C4-2A C4-3 C8-2
1 per 2,000 sq. ft. of #floor area# - C1-4 C2-4 C4-4 C4-5D C8-3

Funeral establishments

None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6
C2-7 C2-8 C4-4A C4-4L C4-5 C4-5A
C4-5X C4-6 C4-7 C6 C8-4

1 per 200 sq. ft. of #floor area# - C1-1 C2-2 C4-1
1 per 400 sq. ft. of #floor area# - C1-2 C2-2 C4-2 C8-1
1 per 600 sq. ft. of #floor area# - C1-3 C1-4 C2-3 C2-4 C4-2A
C4-3 C4-4 C4-5D C8-2 C8-3

FOR COMMUNITY FACILITY USES

Ambulatory diagnostic or treatment health care facilities
listed in Use Group 4

None required - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6 C2-7
C2-8 C4-4A C4-4L C4-5 C4-5A C4-5X C4-6 C4-7 C5 C6 C8-4

Hospitals and related facilities⁴
1 per 5 beds - C1-1 C1-2 C2-1 C2-2 C3 C4-1 C4-2 C8-1
1 per 8 beds - C1-3 C1-4 C2-3 C2-4 C4-2A C4-3 C4-4 C4-5D
C8-2 C8-3

1 per 10 beds - C1-5 C1-6 C1-7 C1-8 C1-9 C2-5 C2-6 C2-7
C2-8 C4-4A C4-4L C4-5 C4-5A C4-5X C4-6
C4-7 C5 C6 C8-4

36-52
Size, Location and Identification of Spaces

36-522
Location of parking spaces in certain districts

C1-6A C1-7A C1-8A C1-8X C1-9A C2-6A C2-7A C2-7X C2-8A
C4-2A C4-3A C4-4A C4-4D C4-4L C4-5A C4-5D C4-5X C4-6A
C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-4A C6-4X

In the districts indicated, and in C1 and C2 Districts mapped
within R5D, R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B,
R8X, R9A, R9D, R9X, R10A and R10X Districts, and for
#Quality Housing buildings# in C1, C2, C4, C5 and C6
Districts without a letter suffix, all #accessory# off-street
parking spaces shall comply with the provisions of this
Section.

Article VI
Special Regulations Applicable To Certain Areas

Chapter 2
Special Regulations Applying in the Waterfront Area

62-34
Height and Setback Regulations On Waterfront Blocks

62-341
Developments on land and platforms

(d) Medium and high density contextual districts

R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A
R9X R10A

C1-6A C1-7A C1-8A C1-8X C1-9A C2-6A C2-7A
C2-7X C2-8A C4-2A
C4-3A C4-4A C4-4L C4-5A C4-5D C4-5X C4-6A
C4-7A C5-1A C5-2A C6-2A
C6-3A C6-4A

In the districts indicated, and in C1 and C2 Districts mapped
within such #Residence Districts#, the height and setback
regulations of Sections 23-60, 24-50 and 35-24 shall not
apply. In lieu thereof, the following regulations shall apply:

TABLE C
HEIGHT AND SETBACK FOR ALL BUILDINGS IN
MEDIUM AND HIGH DENSITY CONTEXTUAL
DISTRICTS

Table with 5 columns: District, Minimum Base Height, Maximum Base Height, Maximum Height of #Buildings or other Structures#, and other columns. Rows include R6B, R6A, R7B, R7A, R7D, R7X, and C4-5X.

Article XIII - Special Purpose Districts

Chapter 2
Special Fourth Avenue Enhanced Commercial District

132-00
GENERAL PURPOSES

The #Special Fourth Avenue Enhanced Commercial
District#, in the Borough of Brooklyn, established in this
Chapter of the Resolution is designed to promote and protect
public health, safety and general welfare. These general goals
include, among others, the promotion and maintenance of a
lively and engaging pedestrian experience along commercial
avenues as follows: the following specific purposes:

- (a) in #Special Enhanced Commercial District# 1, to
enhance the character vitality of emerging
commercial districts the area by ensuring that a
majority of the ground floor space within buildings
is occupied by commercial establishments that
enliven the pedestrian experience along the street
that promote a lively and engaging pedestrian
experience along Fourth Avenue;
(b) in #Special Enhanced Commercial District# X, to
enhance the vitality of commercial districts by
limiting the ground floor presence of inactive
#street wall# frontage; and
to limit the number of curb cuts along Fourth
Avenue in order to minimize conflicts between
vehicles and pedestrians; and
(c) to promote the most desirable use of land in the
area and thus preserve, protect and enhance the
value of land and buildings and thereby protect
City tax revenues.

132-01
Definitions

Ground floor level
For the purposes of this Chapter, "ground floor level" shall
mean a #building's# lowest #story# located within 30 feet of
the Fourth Avenue #street wall# of the #building#.

132-10
GENERAL PROVISIONS

The provisions of this Chapter shall apply to all #buildings#
with Fourth Avenue #street# frontage along a #designated
commercial street#.

The regulations of all other Chapters of this Resolution are
applicable, except as superseded, supplemented or modified
by the provisions of this Chapter. In the event of a conflict
between the provisions of this Chapter and other regulations
of this Resolution, the provisions of this Chapter shall control.

132-11
Special Enhanced Commercial Districts Specified

The #Special Enhanced Commercial District# is mapped in
the following areas:

(a) #Special Enhanced Commercial District# 1:
(11/29/2011)

The #Special Enhanced Commercial District# 1 is
established on the following #designated commercial
streets# as indicated on the #zoning maps#:

Fourth Avenue, in the Borough of

Brooklyn, generally between 24th Street
and Atlantic Avenue.

(b) #Special Enhanced Commercial District# X: (date
of adoption)

The #Special Enhanced Commercial District# X is
established on the following #designated commercial
streets# as indicated on the #zoning maps#:

Broadway, in the Borough of Brooklyn, on
the south side of the #street# generally
between Sumner Place and Monroe Street.

132-12
Definitions

Ground floor level

For the purposes of this Chapter, "ground floor level" shall
mean a #building's# lowest #story# located within 30 feet of
the #building's# street wall# along a #designated commercial
street#.

Designated commercial street

For the purposes of this Chapter, a "designated commercial
street" shall be the portions of those #streets# specified in
Section 132-11 (Special Enhanced Commercial Districts
Specified).

132-13
Applicability of Special Use, Transparency and
Parking Regulations

The special #use#, transparency and parking regulations of
this Chapter shall apply to #buildings# in #Special Enhanced
Commercial Districts# as designated in the following Table,
except as otherwise provided in Sections 132-21, 132-31, and
132-41 (Applicability).

Table with 4 main rows: #Use# Regulations, #Transparency# Regulations, #Parking# Regulations, and #Special Enhanced Commercial District#. Columns include Mandatory #Ground Floor Use#, #Minimum Percentage of #Commercial Use#, #Non-Residential Use#, #Other Permitted Use#, #Maximum Width Restrictions#, #Location of Parking Spaces#, #Curb Cuts#, and #Special Enhanced Commercial District#.

132-20
SPECIAL USE REGULATIONS

The special #use# regulations of this Section shall apply to
the Fourth Avenue #street wall# of #developments# and to
#buildings# enlarged# on the #ground floor level#, where such
#ground floor level# fronts upon Fourth Avenue. For
#buildings# fronting along multiple #streets#, the required
percentage of #ground floor level street wall# allocated to
certain #uses#, as set forth in this Section, shall apply only to
the portion of the #building's# ground floor level# fronting
upon Fourth Avenue.

The following shall be exempt from the #use# provisions of
this Section:

- (a) #buildings# located in #Commercial Districts# on a
#zoning lot# with a width of less than 20 feet, as
measured along the Fourth Avenue #street line#,
provided such #zoning lot# existed on (date of
adoption); and
(b) any #community facility building# used exclusively
for either a #school#, as listed in Use Group 3, or a
house of worship, as listed in Use Group 4.

The special #use# regulations of this Section, inclusive, shall
apply to #buildings# in the #Special Enhanced Commercial
Districts# designated in Section 132-13 (Applicability of
Special Use, Transparency and Parking Regulations), except
as otherwise provided in Section 132-21 (Applicability of Use
Regulations).

In all #Special Enhanced Commercial Districts#, the finished
floor of the #ground floor level#:

- (a) for #developments# or #ground floor level
enlargements#, shall be located not higher than two
feet above nor lower than two feet below the as-
built level of the adjacent sidewalk along a
#designated commercial street#; and
(b) where regulations apply to existing #buildings#

constructed prior to (date of adoption), shall be located not higher than five feet above nor lower than five feet below the as-built level of the adjacent sidewalk along a #designated commercial street#.

132-21**Applicability of Use Regulations
Special Ground Floor Level Use Requirements in
Commercial Districts**

In #Commercial Districts#, the following #use# provisions shall apply to the #ground floor level# of a #building#. In addition to these provisions, permitted #uses# shall comply with the provisions of Sections 132-30 (SPECIAL TRANSPARENCY REGULATIONS), and 132-40 (SPECIAL PARKING REGULATIONS).

- (a) ~~Mandatory commercial uses for a portion of the #ground floor level#~~

~~Mandatory #commercial use# regulations shall apply to an area of a #building's ground floor level# defined by an aggregate width equal to at least 50 percent of a #building's# Fourth Avenue #street wall# and a depth equal to at least 30 feet, as measured from the Fourth Avenue #street wall#. Such an area on the #ground floor level# shall be occupied by #commercial uses# listed in Use Groups 5, 6A, 6C excluding banks and loan offices, 7B, 8A, 8B, and 9A.~~

- (b) ~~Remaining portion of #ground floor level#~~

~~The remaining portion of the #ground floor level# shall be occupied by any non-#residential use# permitted by the underlying district regulations, except that:~~

- (1) ~~#residential# lobbies, and an associated vertical circulation core shall be permitted in such remaining area, provided that the #street wall# width of such lobbies shall not exceed 25 feet, as measured along the Fourth Avenue #street line#. In addition, the 30 foot depth requirement for #commercial uses# pursuant to paragraph (a) of this Section may be encroached upon where necessary to accommodate a vertical circulation core associated with such #residential# lobby; and~~

- (2) ~~off-street parking spaces and entrances to such spaces shall comply with the provisions of Section 132-40 (SPECIAL PARKING REGULATIONS).~~

- (c) ~~Location of #ground floor level#~~

~~The finished floor of the #ground floor level# shall be located not higher than two feet above nor lower than two feet below the as-built level of the adjacent Fourth Avenue public sidewalk.~~

In #Special Enhanced Commercial Districts# the applicable special #use# provisions set forth in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations) shall apply as follows.

In the #Commercial Districts# located within the #Special Enhanced Commercial Districts#, the applicable special #use# provisions indicated in the Table in Section 132-13 shall apply to #developments# and to #buildings enlarged# on the #ground floor level#, where such #ground floor level# fronts upon a #designated commercial street#, except that such provisions shall not apply to #zoning lots# with a width of less than 20 feet, as measured along the #street line# of the #designated commercial street#, provided such #zoning lot# existed on:

- (a) November 29, 2011 for #Special Enhanced Commercial District# 1; and
- (b) (date of adoption) for #Special Enhanced Commercial District# X.

In addition, the applicable special #use# provisions indicated in the Table in Section 132-13 shall not apply to any #community facility building# used exclusively for either a #school#, as listed in Use Group 3, or a house of worship, as listed in Use Group 4.

132-22**Mandatory Ground Floor Uses
Special Ground Floor Level Use Requirements in
Residence Districts**

In #Residence Districts#, all #uses# permitted by the underlying district regulations are permitted on the #ground floor level#, provided such #uses# comply with the provisions of Sections 132-30 (SPECIAL TRANSPARENCY REGULATIONS), where applicable, and 132-40 (SPECIAL PARKING REGULATIONS).

In the applicable #Special Enhanced Commercial Districts# indicated in the Table in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations), the following provisions shall apply to the #ground floor level street walls# of #buildings# fronting along a #designated commercial street#. For #buildings# fronting along multiple #streets#, the required percentage of #ground floor level street wall# allocated to certain #uses#, as set forth in this Section, shall apply only to the portion of the #building's ground floor level# fronting upon a #designated commercial street#.

- (a) Minimum percentage of #commercial uses#

In the applicable #Special Enhanced Commercial

Districts#, mandatory #commercial use# regulations shall apply to an area of a #building's ground floor level# defined by an aggregate width equal to at least 50 percent of a #building's street wall# along a #designated commercial street# and a depth equal to at least 30 feet, as measured from the #street wall# along the #designated commercial street#. Such an area on the #ground floor level# shall be occupied by #commercial uses# listed in Use Groups 5, 6A, 6C excluding banks and loan offices, 7B, 8A, 8B, or 9A.

The remaining portion of the #ground floor level# shall be occupied by any non-#residential use# permitted by the underlying district regulations, or by other uses permitted pursuant to paragraph (c) of this Section.

- (b) Mandatory non-#residential uses#

In the applicable #Special Enhanced Commercial Districts#, the #ground floor level# of a #building# fronting along a #designated commercial street# shall be occupied by any non-#residential use# permitted by the underlying district regulations or by other #uses# permitted pursuant to paragraph (c) of this Section.

- (c) Other permitted #uses#

In the applicable #Special Enhanced Commercial Districts#, the following #uses# shall be permitted on the #ground floor level# of a #building# along a #designated commercial street#, only as follows:

- (1) #residential# lobbies, and an associated vertical circulation core shall be permitted on the #ground floor level#, provided that such lobbies comply with the maximum width provisions of paragraph (c) of Section 132-24 (Maximum Width Restrictions). In addition, the 30 foot depth requirement for #commercial uses#

- (2) set forth in paragraph (a) of this Section, where applicable, may be encroached upon where necessary to accommodate a vertical circulation core associated with such #residential# lobby; and

- (2) #accessory# off-street parking spaces and entrances and exits thereto shall be permitted on the #ground floor level#, provided that such off-street parking spaces and associated entrances and exits comply with the provisions of Section 132-40 (SPECIAL PARKING REGULATIONS).

132-23**Maximum Width Restrictions**

In the applicable #Special Enhanced Commercial Districts# indicated in the table in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations), the following provisions shall apply to the #ground floor level# of all #buildings# with #street# frontage along a #designated commercial street#. The maximum #street wall# width of any #ground floor level residential# lobby shall not exceed 25 feet, as measured along the #street line# of a #designated commercial street#.

132-30**SPECIAL TRANSPARENCY REGULATIONS**

The special transparency regulations of this Section shall apply to the Fourth Avenue #street walls# of #developments# and to portions of #buildings enlarged# on the #ground floor level#, where such #ground floor level# fronts upon Fourth Avenue. For #buildings# fronting along multiple #streets#, the required percentage of #ground floor level street wall# allocated to transparent materials, as set forth in this Section, shall apply only to the portion of the #building's ground floor level# fronting upon Fourth Avenue.

The following shall be exempt from the transparency provisions of this Section:

- (a) ~~#buildings# in #Residence Districts# where the #ground floor level# of such #buildings# contains #dwelling units# or #rooming units#; and~~
- (b) ~~#buildings# located in #Commercial Districts# on a #zoning lot# with a width of less than 20 feet, as measured along the Fourth Avenue #street line#, provided such #zoning lot# existed on (date of adoption); and~~
- (c) ~~any #community facility building# used exclusively for either a #school# or a house of worship.~~

The special transparency regulations of this Section, inclusive, shall apply to #buildings# in the #Special Enhanced Commercial Districts# indicated in the Table in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations), except as otherwise provided in Section 132-31 (Applicability of Transparency Regulations).

132-31**Applicability of Transparency Regulations
Special Ground Floor Level Transparency
Requirements**

The #ground floor level street wall# shall be glazed with transparent materials which may include show windows, transom windows or glazed portions of doors, provided such transparent materials have a minimum width of two feet. Such transparency shall occupy at least 50 percent of the

surface area of each such #ground floor level street wall# between a height of two feet, and 12 feet, or the height of the ground floor ceiling, whichever is higher as measured from the adjoining sidewalk. The lowest point of any transparency that is provided to satisfy the requirements of this Section shall not be higher than two feet, six inches above the #curb level#, with the exception of transom windows, or portions of windows separated by mullions or other structural dividers. In addition, the maximum width of a portion of the #ground floor level street wall# without transparency shall not exceed ten feet.

However, where an entrance to an off-street parking facility is permitted on Fourth Avenue in accordance with the provisions of Section 132-42 (Special Curb Cut Requirements), the transparency requirements of this Section shall not apply to the portion of the #ground floor level street wall# occupied by such entrance.

In #Special Enhanced Commercial Districts# the applicable special transparency provisions set forth in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations) shall apply as follows.

The special transparency provisions indicated in the Table in Section 132-13 shall apply to #developments# and to #buildings enlarged# on the #ground floor level#, where such #ground floor level# fronts upon a #designated commercial street#, except that such provisions shall not apply to:

- (a) #zoning lots# in #Commercial Districts# with a width of less than 20 feet, as measured along the #street line# of a #designated commercial street#, provided such #zoning lots# existed on:
- (1) November 29, 2011 for #Special Enhanced Commercial District# 1; and
- (2) (date of adoption) for #Special Enhanced Commercial District# X.
- (a) any #community facility building# used exclusively for either a #school#, as listed in Use Group 3, or a house of worship, as listed in Use Group 4.

In addition, in #Special Enhanced Commercial Districts# 1 and X, the special transparency provisions indicated in the Table in Section 132-13 shall not apply to #buildings# in #Residence Districts# where the #ground floor level# contains #dwelling units# or #rooming units#.

132-32**Ground Floor Level Transparency Requirements**

In the applicable #Special Enhanced Commercial Districts#, as indicated in the Table in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations), the special transparency regulations of this Section shall apply to the #ground floor level street walls# of #buildings# fronting along a #designated commercial street#. For #buildings# fronting along multiple #streets#, the required percentage of #ground floor level street wall# allocated to transparent materials, as set forth in this Section, shall apply only to the portion of the #building's ground floor level# fronting upon a #designated commercial street#.

The #ground floor level street wall# shall be glazed with transparent materials which may include #show windows#, transom windows or glazed portions of doors. Such glazing may be provided anywhere on such #ground floor level street wall#, except that:

- (a) transparent materials shall occupy at least 50 percent of the surface area of such #ground floor level street wall# between a height of two feet and 12 feet, or the height of the ground floor ceiling, whichever is higher, as measured from the adjoining sidewalk. Transparent materials provided to satisfy such 50 percent requirement shall:
- (1) not begin higher than 2 feet, 6 inches above the level of the adjoining sidewalk, with the exception of transom windows, or portions of windows separated by mullions or other structural dividers; and
- (2) have a minimum width of two feet; and
- (b) the maximum width of a portion of the #ground floor level street wall# without transparency shall not exceed ten feet.

However, where an entrance to an off-street parking facility is permitted on a #designated commercial street# in accordance with the provisions of Section 132-43 (Curb Cut Requirements), the transparency requirements of this Section shall not apply to the portion of the #ground floor level street wall# occupied by such entrance.

132-40**SPECIAL PARKING REGULATIONS**

The provisions of this Section shall apply to all #buildings# with Fourth Avenue #street# frontage.

The special parking regulations of this Section, inclusive, shall apply to all #buildings# in the #Special Enhanced Commercial Districts# indicated in the Table in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations).

132-41**Applicability of Parking Regulations
Special Location of Parking Spaces Requirements**

All off-street parking spaces shall be located within a #completely enclosed building#. Enclosed, off-street parking spaces shall be permitted on the ground floor of a #building# only where they are located beyond 30 feet of such

#building's# Fourth Avenue #street wall#. Entrances to such spaces along Fourth Avenue shall be permitted only where a curb cut is allowed in accordance with the provisions of Section 132-42 (Special Curb Cut Requirements).

In #Special Enhanced Commercial Districts#, the applicable special parking provisions indicated in the Table in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations) shall apply to all #buildings# with frontage along a #designated commercial street#.

132-42 Location of Parking Spaces Special Curb Cut Requirements

For #zoning lots# with frontage along Fourth Avenue and another #street#, curb cuts accessing off street parking spaces shall not be permitted along Fourth Avenue. Curb cuts accessing off street parking spaces shall be permitted on Fourth Avenue only where such curb cut is located on a #zoning lot# that:

- (a) is an #interior lot# fronting along Fourth Avenue;
(b) existed on (date of adoption);
(c) has a width of at least 60 feet, as measured along the Fourth Avenue #street line#; and
(d) has a #lot area# of at least 5,700 square feet.

In the applicable #Special Enhanced Commercial Districts#, as indicated in the Table in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations), the following provisions shall apply to the ground floor of all #buildings# with #street# frontage along a #designated commercial street#.

All off-street parking spaces shall be located within a #completely enclosed building#.

Enclosed, off-street parking spaces shall be permitted on the ground floor of a #building# only where they are located beyond 30 feet of such #building's street wall# along a #designated commercial street#. Entrances to such spaces along a #designated commercial street# shall be permitted only where a curb cut is allowed in accordance with the provisions of Section 132-43 (Curb Cut Requirements).

132-43 Curb Cut Requirements

In the applicable #Special Enhanced Commercial Districts#, as indicated in the Table in Section 132-13 (Applicability of Special Use, Transparency and Parking Regulations), the following provisions shall apply to the ground floor of all #buildings# with #street# frontage along a #designated commercial street#.

For #zoning lots# with frontage along a #designated commercial street# and another #street#, curb cuts accessing off-street parking spaces shall not be permitted along a #designated commercial street#.

Curb cuts accessing off-street parking spaces shall be permitted on a #designated commercial street# -only where such curb cut is located on a #zoning lot# that:

- (a) is an #interior lot# fronting along a #designated commercial street#;
(b) existed on;
(1) November 29, 2011 for #Special Enhanced Commercial District# 1; and
(2) (date of adoption) for #Special Enhanced Commercial District# X.
(c) has a width of at least 60 feet, as measured along the #street line# of the #designated commercial street#; and
(d) has a #lot area# of at least 5,700 square feet.

APPENDIX F INCLUSIONARY HOUSING DESIGNATED AREAS

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

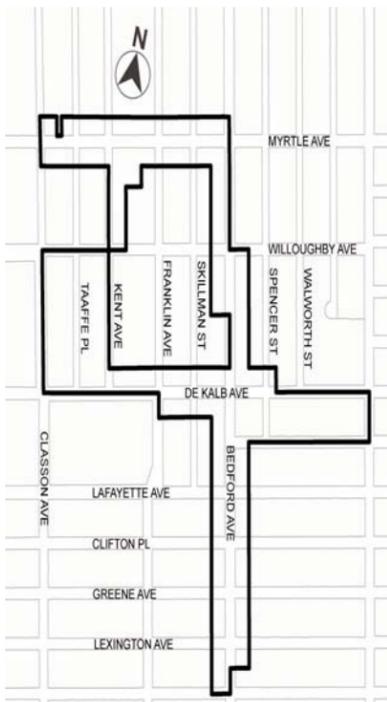
Table of Inclusionary Housing Designated Areas by Zoning Map

[ADD FOLLOWING TO TABLE]

Map 12d / Brooklyn CD 3 / Map 3
Map 13b / Brooklyn CD 3 / Map 3, Map 4, Map 5
Map 17a / Brooklyn CD 3 / Map 1, Map 2, Map 3, Map 4, Map 5

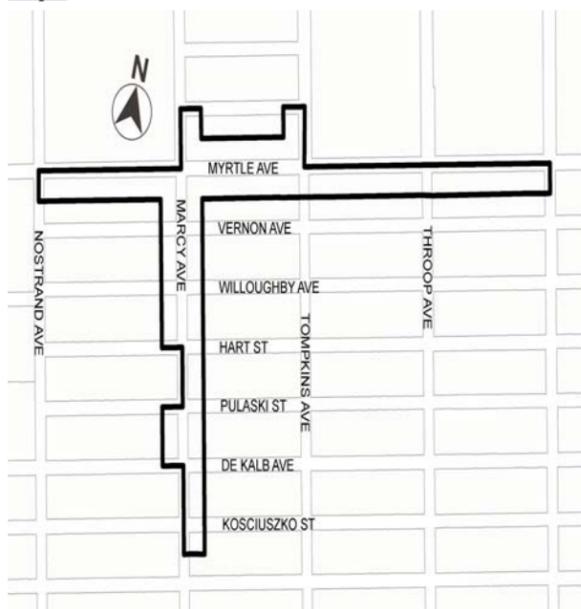
* * *
Brooklyn
* * *
Brooklyn Community District 3
* * *

In the R7A Districts within the areas shown on the following Map 3:



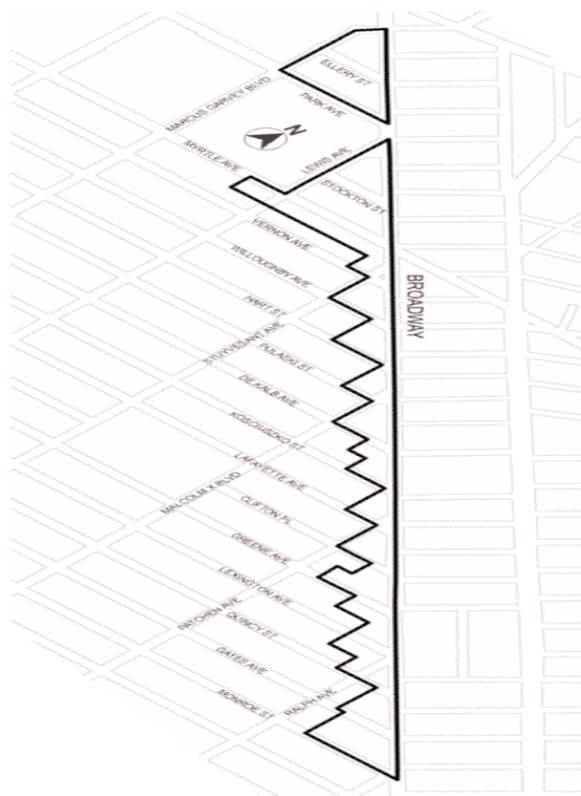
Portion of Community District 3, Brooklyn
In R7A and R7D Districts within the areas shown on the following Map 4:

Map 4



Portion of Community District 3, Brooklyn
In R7A and R7D Districts within the areas shown on the following Map 5:

Map 5



Portion of Community District 3, Brooklyn

No. 9
Citywide N 120296 ZRY
IN THE MATTER OF an application submitted by the Department of City Planning, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to III, Chapter II.

Matter in underline is new, to be added;
Matter in strikethrough is to be deleted;
Matter with ## is defined in Section 12-10;

* * * indicates where unchanged text appears in the Zoning Resolution

ARTICLE III COMMERCIAL DISTRICT REGULATIONS

Chapter 2 Use Regulations

32-434 Ground floor use in C4-5D and C6-3D Districts and in certain C2 Districts

C4-5D C6-3D

In the districts indicated and in C2 Districts mapped within R7D or R9D Districts, #uses# within #stories# that have a floor level within five feet of #curb level# shall be limited to non-residential uses# which shall extend along the entire width of the #building#, and lobbies, entrances to subway stations and #accessory# parking spaces, provided such lobbies and entrances do not occupy, in total, more than 25 percent of the #street wall# width of the #building# or more than 20 linear feet of #street wall# frontage on a #wide street# or 30 linear feet on a #narrow street#, whichever is less. Such non-residential uses# shall have a minimum depth of 30 feet from the #street wall# of the #building#. In C6-3D Districts, a vertical circulation core shall be permitted within such minimum 30 foot depth.

Enclosed parking spaces, or parking spaces within a #building#, including such spaces #accessory# to #residences#, shall be permitted to occupy #stories# that have a floor level within five feet of #curb level# provided they are located beyond 30 feet of the #street wall# of the #building#. However, loading berths serving any permitted #use# in the #building# may occupy up to 40 feet of such #street# frontage and, if such #building# fronts on both a #wide street# and a #narrow street#, such loading berth shall be located only on a #narrow street#.

In C6-3D Districts, each ground floor level #street wall# of a #commercial# or #community facility use# shall be glazed with materials which may include #show windows#, glazed transoms or glazed portions of doors. Such glazing shall occupy at least 70 percent of the area of each such ground floor level #street wall#, measured to a height of 10 feet above the level of the adjoining sidewalk, public access area or #base plane#, whichever is higher. Not less than 50 percent of the area of each such ground floor level #street wall# shall be glazed with transparent materials and up to 20 percent of such area may be glazed with translucent materials. However, where the #street wall# or portion thereof fronts an elevated rail line or is located within 50 feet of a #street wall# that fronts an elevated rail line, the glazing requirement of the area of the ground floor level #street wall# may be reduced from 70 percent to 50 percent, and not less than 35 percent of the area of each such ground floor level #street wall# shall be glazed with transparent materials and up to 15 percent of such area may be glazed with translucent materials. Furthermore, all security gates installed after September 30, 2009, that are swung, drawn or lowered to secure #commercial# or #community facility# premises shall, when closed, permit visibility of at least 75 percent of the area covered by such gate when viewed from the #street#, except that this provision shall not apply to entrances or exits to parking garages.

In C4-5D Districts, and in C2 Districts mapped within R7D or R9D Districts, #buildings# developed after (date of adoption) or for portions of #buildings enlarged# on the ground floor level after (date of adoption), shall comply with the glazing provisions set forth in Section 132-30 (SPECIAL TRANSPARENCY REGULATIONS), inclusive. Such provisions shall apply in such districts to #building# frontages on Fulton Street in the Borough of Brooklyn and to frontages on Webster Avenue in the Borough of the Bronx. However, these provisions shall not apply to #buildings# on #zoning lots# with a width of less than 20 feet, provided such #zoning lot# existed on (date of adoption).

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

jjy25-a8

CONSUMER AFFAIRS

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, PURSUANT TO LAW, that the New York City Department of Consumer Affairs will hold a Public Hearing on Wednesday, August 1, 2012, at 2:00 P.M., at 66 John Street, 11th floor, in the Borough of Manhattan, on the following petitions for sidewalk café revocable consent:

- 1) 132 Mulberry Inc. 132 Mulberry Street, in the Borough of Manhattan (To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
2) 259 Fifth Avenue, LLC 259 Fifth Avenue, in the Borough of Brooklyn (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
3) Abbey Restaurants, Inc. 111 East 29th Street, in the Borough of Manhattan (To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
4) Abitino's Pizza 49th Street Corp. 936 Second Avenue, in the Borough of Manhattan (To continue to, maintain, and operate an enclosed sidewalk café for a term of two years.)

- 5) Alpha Fusion Inc.
365 West 34th Street, in the Borough of Manhattan
(To establish, maintain, and operate an enclosed sidewalk café for a term of two years.)
- 6) Ave B Buon Gusto Corp.
76 Avenue B, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 7) Dessyn Bakery Corp.
552 Laguardia Place, in the Borough of Manhattan
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 8) Eater Eats Crow LLC
131 Seventh Avenue South, in the Borough of Manhattan
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 9) Ephesus NYC Corp.
483 Columbus Avenue, in the Borough of Manhattan
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 10) ITM Garden, Inc.
10 Little West 12th Street, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 11) J.M.M.T. Café Inc.
360 Third Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 12) Javier And David Restaurant, Corp.
1618 St. Nicholas Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an enclosed sidewalk café for a term of two years.)
- 13) Mimi's Restaurant Corp.
984 Second Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an enclosed sidewalk café for a term of two years.)
- 14) MNY Chelsea LLC
112 Seventh Avenue, in the Borough of Manhattan
(To continue to, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 15) Prospect Restaurant LLC
773 Fulton Street, in the Borough of Brooklyn
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 16) South Lake Hospitality Group Inc.
3612 Broadway, in the Borough of Manhattan
(To establish, maintain, and operate an unenclosed sidewalk café for a term of two years.)
- 17) Underhill Café & Grill LLC
760 Dean Street, in the Borough of Brooklyn
(To establish, maintain, and operate an enclosed sidewalk café for a term of two years.)

Individuals requesting Sign Language Interpreters should contact the Department of Consumer Affairs, Licensing division, 42 Broadway, 5th Floor, New York, NY 10004, (212) 487-4379, no later than five (5) business days before the hearing.

• jy27

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

FRANCHISE ADMINISTRATION

■ PUBLIC HEARING

NOTICE OF A FRANCHISE AND CONCESSION REVIEW COMMITTEE PUBLIC HEARING to be held on Monday, August 6, 2012 commencing at 2:30 P.M. at 22 Reade Street, Borough of Manhattan in the matter of a proposed assignment of a public pay telephone franchise from the current franchisee, Comet Communications, Inc. ("Comet"), to Vector Telecom LLC. Vector Telecom, LLC is proposing to acquire Comet's interest in, and to assume Comet's obligations under, Comet's franchise agreement with the City of New York, which grants the non-exclusive right and consent to install, operate, repair, maintain, upgrade, remove and replace public pay telephones on, over and under the inalienable property of the City.

Copies of the proposed assignment and assumption agreement and the existing franchise agreement may be viewed at the Department of Information Technology and Telecommunications, 2 Metrotech Center, 4th Floor, Brooklyn, New York 11201, from July 13, 2012 through August 6, 2012, between the hours of 9:30 A.M. and 3:30 P.M., excluding Saturdays, Sundays and holidays. Hard copies of the proposed assignment and assumption agreement and existing franchise agreement 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 proposed assignment and assumption agreement and existing franchise agreement 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 Hearing 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 NYC Media Group channels.

jy13-a6

LANDMARKS PRESERVATION COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, chapter 3 of the Administrative Code of the City of New York (Sections 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), on Tuesday, **August 7, 2012 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 12-9685 - Block 149, lot 150-39-38 47th Street – Sunnyside Gardens Historic District
A brick rowhouse with Colonial Revival style details designed by Clarence Stein, Henry Wright and Frederick Ackerman and built in 1925. Application is to legalize the installation of a retaining wall at the front yard without Landmarks Preservation Commission permits. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 13-2546 - Block 255, lot 1-38-44 Court Street, aka 195-207 Joralemon Street – Borough Hall Skyscraper Historic District
A Beaux Arts style office building designed by George L. Morse and built in 1899-1901. Application is to alter the entryway and replace a door. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 13-3267 - Block 2090, lot 17-237 Carlton Avenue – Fort Greene Historic District
A Greek Revival style house constructed circa 1845. Application is to legalize the removal of a porch without Landmarks Preservation Commission permits and the construction of a rear deck. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 13-1964 - Block 2118, lot 33-308 Cumberland Street - Fort Greene Historic District
An altered Italianate style rowhouse built in 1859 by Thomas Skelly. Application is to construct a rear yard addition. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 12-9625 - Block 1958, lot 19-54 Greene Avenue, aka 375 Adelphi Street - Fort Greene Historic District
A rowhouse built c.1868 and altered in the 20th century, and a garage. Application is to resurface and alter the facades and stoops, demolish the garage, and install balconies and fencing. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 13-1756 - Block 221, lot 29-70 Henry Street – Brooklyn Heights Historic District
A one-story store building built in the 19th Century. Application is to demolish the existing building and construct a new five story building. Zoned R7-1, C1-5. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 12-2897 - Block 312, lot 8-285 Clinton Street – Cobble Hill Historic District
A Greek Revival style rowhouse built between 1845 and 1854. Application is to legalize the construction of a rear yard addition without Landmarks Preservation Commission permits. Zoned R6. Community District 6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 13-3398 - Block 323, lot 29-437 Henry Street - Cobble Hill Historic District
A walled garden space. Application is to demolish the wall, construct a new building and a carriage house, and modify a fence. Zoned R-6, LH-1. Community District 6

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 13-0961 - Block 1065, lot 23-854 Union Street – Park Slope Historic District
A neo-Classical style rowhouse designed by Axel Hedman and built in 1902. Application is to construct rooftop additions and raise the parapet. Zoned R7B. Community District 6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-1187 - Block 210, lot 7-334 Canal Street, aka 37 Lispenard Street – Tribeca East Historic District
A neo-Grec style store and loft building designed by William E. Bloodgood and built in 1881-1883. Application is to construct a rooftop bulkhead. Zoned C6-2A. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-0946 - Block 514, lot 10-152 Wooster Street – SoHo-Cast Iron Historic District
A Classical Beaux-Arts style commercial building designed by J. Averit Webster and built in 1891. Application is to modify a loading dock to create a barrier-free access ramp. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3149 - Block 512, lot 20-150-152 Mercer Street, aka 579-581 Broadway - SoHo-Cast Iron Historic District
One of three brick and iron storehouses with a common facade built c. 1860. Application is to install new storefront infill and modify the iron shutters at the second floor to install windows. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3536 - Block 502, lot 25-

430 West Broadway - SoHo-Cast Iron Historic District Extension

A contemporary building designed by Arpad Baksa & Associates and built in 1986. Application is to install storefront infill. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-0754 - Block 502, lot 33-422 West Broadway - SoHo-Cast Iron Historic District Extension
An Italianate style store building designed by John H. Whitenack and built in 1873-74. Application is to construct a rooftop addition. Zoned M1-5A. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3523 - Block 488, lot 30-382 West Broadway - SoHo-Cast Iron Historic District Extension
A one-story commercial building designed by Shapiro Lawn Associates and built in 1984. Application is to install a marquee and paint the facade. Zoned M1-5A. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3607 - Block 545, lot 15-726 Broadway – NoHo Historic District
A neo-Classical style garage, factory, and warehouse building built in 1917-19 designed by Wm. Steele and Sons Co. with a c.1980 rooftop addition. Application is to establish a Master Plan governing the future installation of roof-top mechanical equipment. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-0275 - Block 532, lot 15-230 Mercer Street, aka 663-665 Broadway
A neo-Gothic style store and loft building designed by V. Hugo Koehler and built in 1911-12. Application is to legalize the installation of banner poles and stretch banners without Landmarks Preservation Commission permits. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-0722 - Block 553, lot 11-58-60 West 8th Street - Greenwich Village Historic District
A Greek Revival style double apartment house, built before 1854. Application is to replace a shopfront. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-8461 - Block 619, lot 1-125 Christopher Street - Greenwich Village Historic District
An apartment building designed by H.I. Feldman and built in 1944. Application is to construct a barrier-free access ramp. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-1886 - Block 843, lot 37-18 East 16th Street – Ladies' Mile Historic District
A Beaux-Arts style store and loft building designed by Benjamin Levitan and built in 1905-07. Application is to install storefront infill, signage, and an awning. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3200 - Block 1281, lot 1-551 Fifth Avenue – Fred French Building – Individual Landmark
A proto-Art Deco style skyscraper with details inspired by ancient Mesopotamian art, designed by H. Douglas Ives and Sloan & Robertson and built in 1926-27. Application is to install a canopy. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-2743 - Block 1379, lot 1-834 Fifth Avenue – Upper East Side Historic District
A neo-Renaissance style apartment building designed by Rosario Candela and built in 1930. Application is to replace terrace railings. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3836 - Block 1412, lot 58-132 East 78th Street - Upper East Side Historic District
neo-Federal style building built in 1923-24 designed by James W. O'Connor. Application is to replace the existing rooftop fence with a new fence and solar panels. Zoned R8, C1-8X. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4167 - Block 1390, lot 11-11 East 75th Street - Upper East Side Historic District
A rowhouse designed by William E. Mowbray and built in 1887-89, modified in a neo-Federal style by Henry M. Polhemus in 1923. Application is to modify the front facade, install areaway fencing, modify the rear facade, and construct a rooftop addition. Zoned R8B (LH-1A). Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4168 - Block 1406, lot 54-150 East 72nd Street - Upper East Side Historic District Extension
A Renaissance Revival style apartment building designed by Schwartz & Gross and built in 1913-14. Application is to alter the entry steps, replace doors, install lighting, modify window opening and alter the service alley ramp and gate. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-2560 - Block 1125, lot 2-49 West 72nd Street – Upper West Side/Central Park West Historic District
A neo-Renaissance style apartment building designed by Margon & Holder and built in 1929-30. Application is to install a sidewalk canopy. Zoned C1-5, R10A. Community District 7.

jy25-a7

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

August 1, 2012. 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 Aging in America, Inc. to continue to maintain and use a tunnel under and across Fort Lurting Avenue, between Pelham Parkway South and Esplanade, in the Borough of the Bronx. The proposed revocable consent is for a term of ten years from July 1, 2011 to June 30, 2021 and provides among other terms and conditions for compensation payable to the City according to the following schedule:

For the period July 1, 2011 to June 30, 2012 - \$10,737
 For the period July 1, 2012 to June 30, 2013 - \$10,800
 For the period July 1, 2013 to June 30, 2014 - \$11,114
 For the period July 1, 2014 to June 30, 2015 - \$11,428
 For the period July 1, 2015 to June 30, 2016 - \$11,742
 For the period July 1, 2016 to June 30, 2017 - \$12,056
 For the period July 1, 2017 to June 30, 2018 - \$12,370
 For the period July 1, 2018 to June 30, 2019 - \$12,684
 For the period July 1, 2019 to June 30, 2020 - \$12,998
 For the period July 1, 2020 to June 30, 2021 - \$13,312

the maintenance of a security deposit in the sum of \$13,400 and the insurance shall be in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) per occurrence, and Five Million Dollars (\$5,000,000) aggregate.

#2 In the matter of a proposed revocable consent authorizing FG Forest Hills SH, LLC to continue to maintain and use light poles, together with electrical conduits, and benches on and in the sidewalk of 72nd Avenue, east of 112th Street, in the Borough of Queens. The proposed revocable consent is for a term of ten years from July 1, 2011 to June 30, 2021 and provides among other terms and conditions for compensation payable to the City according to the following schedule:

For the period from July 1, 2011 to June 30, 2021 - \$1,800

the maintenance of a security deposit in the sum of \$4,000 and the insurance shall be in the amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

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

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

the maintenance of a security deposit in the sum of \$1,000 and the insurance shall be the amount of One Million dollars (1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#4 In the matter of a proposed revocable consent authorizing Seward Park Housing Corporation to continue to maintain and use (2) conduits under and across Pitt Street and Clinton Streets, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2008 to June 30, 2018 and provides among others terms and condition for compensation payable to the city according to the following schedule:

For the period July 1, 2008 to June 30, 2009 - \$10,387
 For the period July 1, 2009 to June 30, 2010 - \$10,699
 For the period July 1, 2010 to June 30, 2011 - \$11,026
 For the period July 1, 2011 to June 30, 2012 - \$11,347
 For the period July 1, 2012 to June 30, 2013 - \$11,677
 For the period July 1, 2013 to June 30, 2014 - \$12,007
 For the period July 1, 2014 to June 30, 2015 - \$12,337
 For the period July 1, 2015 to June 30, 2016 - \$12,667
 For the period July 1, 2016 to June 30, 2017 - \$12,997
 For the period July 1, 2017 to June 30, 2018 - \$13,327

the maintenance of a security deposit in the sum of \$20,000 and the insurance shall be in the amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#5 In the matter of a proposed revocable consent authorizing SNYT LLC to continue to maintain and use a logo and planted areas on the east sidewalk of Seventh Avenue, between West 52nd Street and West 53rd Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2011 to June 30, 2021 and provides among other terms and conditions for compensation payable to the City according to the following schedule:
 For the period from July 1, 2011 to June 30, 2021 - \$436

the maintenance of a security deposit in the sum of \$5,000 and the insurance shall be the amount of One Million dollars (1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#6 In the matter of a proposed revocable consent authorizing Three Twenty Five Cooperative, Inc. to continue to maintain and use an accessibility ramp on the west sidewalk of Central Park West, north of West 92nd Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2011 to June 30, 2021 and provides among other terms and conditions for compensation payable to the City according to the following schedule:

For the period from July 1, 2011 to June 30, 2021 - \$25

the maintenance of a security deposit in the sum of \$10,000 and the insurance shall be the amount of One Million dollars (1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

jy12-a1

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

OFFICE OF CITYWIDE PURCHASING

■ SALE BY SEALED BID

SALE OF: 3,000 LBS. OF UNCLEAN AUTOMOTIVE RADIATORS AND CORES (ASSORTED), USED.

S.P.#: 12027

DUE: August 2, 2012

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, Office of Citywide Purchasing, 18th Floor Bid Room, Municipal Building, New York, NY 10007. For sales proposal contact Gladys Genoves-McCauley (718) 417-2156.

jy20-a2

■ NOTICE

Beginning in August, The Department of Citywide Administrative Services, Office of Citywide Purchasing, will be selling surplus assets on the internet. Visit <http://www.publicsurplus.com/sms/nycdcas.ny/browse/home>. To begin bidding, simply click on "Register" on the home page. There are no fees to register. Offerings may include but are not limited to: office supplies/equipment, furniture, building supplies, machine tools, HVAC/plumbing/electrical equipment, lab equipment, marine equipment, and more. Public access to computer workstations and assistance with placing bids is available at the following locations:

- DCAS Central Storehouse, 66-26 Metropolitan Avenue, Middle Village, NY 11379
- DCAS, Office of Citywide Purchasing, 1 Centre Street, 18th Floor, New York, NY 10007.

jy24-d1

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

"Compete To Win" More Contracts!
Thanks to a new City initiative - "Compete to Win" - the NYC Department of Small Business Services offers a new set of FREE services to help create more opportunities for minority and women-owned businesses to compete, connect and grow their business with the City. With NYC Construction Loan, Technical Assistance, NYC Construction Mentorship, Bond Readiness, and NYC Teaming services, the City will be able to help even more small businesses than before.

● Win More Contracts at nyc.gov/competetowin

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

ADMINISTRATION FOR CHILDREN'S SERVICES

■ SOLICITATIONS

Human / Client Services

NON-SECURE DETENTION GROUP HOMES – Negotiated Acquisition – Judgment required in evaluating proposals - PIN# 06811N0004 – DUE 05-31-13 AT 2:00 P.M. – The Administration for Children's Services, Division of Youth and Family 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 5/31/13.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
 Administration for Children's Services, 150 William Street, 9th Floor, New York, NY 10038.
 Patricia Chabla (212) 341-3505; Fax: (212) 341-3625;
patricia.chabla@dca.state.ny.us

j1-n14

CHIEF MEDICAL EXAMINER

AGENCY CHIEF CONTRACTING OFFICER/CONTRACTS

■ INTENT TO AWARD

Goods

CONSUMABLES, REAGENTS AND SUPPLIES FOR VENTANA – Sole Source – Available only from a single source - PIN# 81614ME0002 – DUE 08-03-12 AT 3:00 P.M. The Office of Chief Medical Examiner (OCME) intends to enter into a Sole Source Contract with Ventana Medical System, Inc. at 1910 E. Innovation Park Drive, Tuscon, AZ 85755, for the purchase of consumables, reagents and supplies for the Ventana Benchmark LT Full Systems and NexES Special-Staining Module.

Any other vendor who is capable of providing these products to New York City Office of Chief Medical Examiner may express their interest in doing so by writing to Ms. Miriam Acevedo, Procurement Analyst II, miacevedo@ocme.nyc.gov, Office of Chief Medical Examiner, 421 E. 26th Street, 10th Floor, New York, NY 10016; (212) 323-1739; Fax: (212) 323-1790.

jy27-a2

CITYWIDE ADMINISTRATIVE SERVICES

OFFICE OF CITYWIDE PURCHASING

■ SOLICITATIONS

Services (Other Than Human Services)

PUBLIC SURPLUS ONLINE AUCTION – Other – PIN# 856000 – DUE 07-30-14

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
 Department of Citywide Administrative Services, 66-26 Metropolitan Avenue, Queens Village, NY 11379.
 Donald Lepore (718) 417-2152; Fax: (212) 313-3135;
dlepore@dcas.nyc.gov

jy25-j10

MUNICIPAL SUPPLY SERVICES

■ AWARDS

Goods

FIREFIGHTING FITTINGS – Competitive Sealed Bids – PIN# 8571200238 – AMT: \$3,349,095.03 – TO: Firematic Supply Co. Inc., 10 Ramsay Road, E Yaphank, NY 11967.
● ABSORBENT COMPOUND FOR FLOOR (OIL AND WATER) – Competitive Sealed Bids – PIN# 8571100142 – AMT: \$290,700.00 – TO: Brenner Products Inc./Brenner Environmental Products, 5 Railroad Place, Maspeth, NY 11378.

jy27

■ VENDOR LISTS

Goods

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: Mr. Edward Andersen, Procurement Analyst, Department of Citywide Administrative Services, Office of Citywide Procurement, 1 Centre Street, 18th Floor, New York, NY 10007. (212) 669-8509.

j5-d31

EDUCATION**CONTRACTS AND PURCHASING****■ SOLICITATIONS***Services (Other Than Human Services)*

PRESORT MAIL SERVICES – Competitive Sealed Bids – PIN# Z2170040 – DUE 08-22-12 AT 4:00 P.M. – The purpose of this bid is to pick up mail daily Monday through Friday, from the Central Mail Facility, 131 Livingston Street, Brooklyn, New York. Zip code presort the mail and deliver the mail to the Post Office on the metered date. 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 Nlabetti@schools.nyc.gov with the BID number and title in the subject line of your e-mail.

Bid opening date and time: August 23, 2012 at 11:00 A.M.

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

jy27

REPAIR OF WINDOW AIR CONDITIONERS

Competitive Sealed Bids – PIN# Z2173040 – DUE 08-23-12 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 Nlabetti@schools.nyc.gov with the bid number and title in the subject line of your e-mail.

Bid opening date and time: August 24, 2012 at 11:00 A.M.

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

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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

HEALTH AND MENTAL HYGIENE**AGENCY CHIEF CONTRACTING OFFICER****■ SOLICITATIONS***Human / Client Services***NEW YORK/NY III SUPPORTED HOUSING**

CONGREGATE – Competitive Sealed Proposals – Judgment required in evaluating proposals – PIN# 81608PO076300ROX00-R – DUE 09-18-12 AT 4:00 P.M. – The Department is issuing a RFP to establish 3,000 units of citywide supportive housing in newly constructed or rehabilitated single-site buildings for various homeless populations pursuant to the New York III Supported Housing agreement. The subject RFP will be open-ended and proposals will be accepted on an on-going basis. The RFP is available on-line at <http://www.nyc.gov/html/doh/html/acco/acco-rfp-nynycongregate-20070117-form.shtml>. A pre-proposal conference was held on March 6, 2007 at 2:00 P.M. at 125 Worth Street, 2nd Floor Auditorium, New York, N.Y. Any questions regarding this RFP must be sent in writing in advance to Contracting Officer at the above address or e-mailed to the above address. All proposals must be hand delivered at the Agency Chief Contracting Officer, Gotham Center, CN#30A, 42-09 28th Street, 17th Floor, Queens, NY 11101-4132, no later than September 18, 2012.

As a minimum qualification requirement for (1) the serious and persistent mentally ill populations, the proposer must be incorporated as a not-for-profit organization, and (2) for the young adult populations, the proposer must document site control and identify the source of the capital funding and being used to construct or renovate the building.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Health and Mental Hygiene, ACCO, Gotham Center, CN#30A, 42-09 28th Street, 17th Floor, Queens, NY 11101-4132. Huguette Beauport (347) 396-6633; hbeauport@health.nyc.gov

a6-s17

■ AWARDS*Human / Client Services*

MENTAL HEALTH SERVICES – Required Method (including Preferred Source) – PIN# 13AZ004601ROX00 –

AMT: \$1,998,948.00 – TO: Institute for Community Living, Inc., 40 Rector Street, 11th Floor, New York, NY 10006.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ002201ROX00 – AMT: \$918,609.00 – TO: Jewish Board of Family and Children's Services, Inc., 135 West 50th Street, 6th Floor, New York, NY 10020.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ002401ROX00 – AMT: \$1,880,229.00 – TO: Lifespire, Inc., 350 Fifth Avenue, Suite 301, New York, NY 10118.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ003901ROX00 – AMT: \$2,011,314.00 – TO: Partnership for the Homeless, Inc., 350 Seventh Avenue, New York, NY 10001.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ003001ROX00 – AMT: \$1,227,750.00 – TO: Project Renewal, Inc., 200 Varick Street, New York, NY 10014.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ004201ROX00 – AMT: \$210,618.00 – TO: SCO Family of Services (St. Christopher-Ottilie), 1 Alexander Place, Glen Cove, NY 11542.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ004701ROX00 – AMT: \$1,416,126.00 – TO: Services for the Underserved, Inc., 305 Seventh Avenue, 7th Floor, New York, NY 10001.

● **CHILDREN'S SINGLE POINT OF ACCESS** – Required Method (including Preferred Source) – PIN# 13AZ005801ROX00 – AMT: \$2,734,888.00 – TO: St. Luke's Roosevelt Hospital Center, 114th Street and Amsterdam Avenue, New York, NY 10025.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ004401ROX00 – AMT: \$670,167.00 – TO: Staten Island Aid for Retarded Children, Inc. DBA Comm. Resource, 3450 Victory Boulevard, Staten Island, NY 10314.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ002601ROX00 – AMT: \$507,357.00 – TO: Staten Island Mental Health Society, Inc., 669 Castleton Avenue, Staten Island, NY 10301.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ004901ROX00 – AMT: \$631,875.00 – TO: The Bridge, Inc., 248 West 108th Street, New York, NY 10025.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ005101ROX00 – AMT: \$393,522.00 – TO: Visiting Nurse Service of New York Home Care, 107 East 70th Street, New York, NY 10021.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ005501ROX00 – AMT: \$393,522.00 – TO: Visiting Nurse Service of New York Home Care, 107 East 70th Street, New York, NY 10021.

● **MENTAL HEALTH SERVICES** – Required Method (including Preferred Source) – PIN# 13AZ005201ROX00 – AMT: \$1,429,692.00 – TO: Visiting Nurse Service of New York Home Care, 107 East 70th Street, New York, NY 10021.

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HOUSING AUTHORITY**GENERAL SERVICES****■ SOLICITATIONS***Goods & Services*

GSD INSPECTION, TESTING AND REPAIR OF FIRE STANDPIPE AND SPRINKLER SYSTEMS – Small Purchase – DUE 08-17-12 –

PIN# 29794 - Various Bronx North Due at 10:00 A.M.
PIN# 29795 - Various Brooklyn East Due at 10:05 A.M.
PIN# 29796 - Various Manhattan South Due at 10:10 A.M.

No Bid Security required.

Interested firms may obtain a copy and submit solicitation response on NYCHA's website: Doing Business with NYCHA. <http://www.nyc.gov/nychabusines>. Vendors are instructed to access the "Doing Business with NYCHA" link; then "Selling Goods and Services to NYCHA." Click on "Getting Started" to register, establish Log-in credentials or access your log-in. Upon access, reference applicable RFQ number per solicitation.

Vendors electing to submit a non-electronic bid (paper document) will be subject to a \$25.00 non-refundable fee; payable to NYCHA by USPS-Money order/Certified check only for each set of RFQ documents requested. Remit payment to NYCHA Finance Department at 90 Church Street, 6th Floor; obtain receipt and present it to 12th Floor, General Services Procurement Group. A bid package will be generated at time of request. Note (*): Vendor/Supplier submitting sealed non-electronic ("paper") bids must include a copy of your receipt as proof of purchase.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Housing Authority, 90 Church Street, 12th Floor, New York, NY 10007. Sabrina Steveson (212) 306-6771; Fax: (212) 306-0755; sabrina.steveson@nycha.nyc.gov

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INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS**■ SOLICITATIONS***Services (Other Than Human Services)*

REMOVAL AND STORAGE OF PUBLIC PAY TELEPHONES THROUGHOUT THE FIVE BOROUGHES OF NEW YORK CITY – Competitive Sealed Bids – PIN# 85811B0003 – DUE 08-21-12 AT 2:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Information Technology and Telecommunications, 255 Greenwich Street, 9th Floor, New York, NY 10007. Margaret Budzinska (212) 788-6510; Fax: (212) 788-6489; mbudzinska@doitt.nyc.gov

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EXECUTIVE DIVISION**■ SOLICITATIONS***Goods & Services*

TELECOMMUNICATION SERVICES, EQUIPMENT AND MAINTENANCE ASSOCIATED WITH THE PBX AT 40 RECTOR STREET – Negotiated Acquisition – PIN# 85807N0001CNVN002 – DUE 07-31-12 AT 3:00 P.M. – DoITT intends to enter into negotiations with Rockefeller Group Technology Solutions, Inc. (RGT) to provide what is known as "shared tenant telecommunication services" at 40 Rector Street through the use of RGT owned and operated on-site PBX equipment with automatic call distribution and Voice Mail System. RGT also provides PBX station equipment, voice mailboxes and all local intra-LATA and long distance services.

Any firm which believes it can provide the required services in such procurement in the future is invited to express interest via email to acco@doitt.nyc.gov by July 31, 2012, 3:00 P.M.

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

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Information Technology and Telecommunications, 255 Greenwich St., 9th Floor, New York, NY 10007. Anne Cody (212) 788-6276; Fax: (212) 788-6489; acody@doitt.nyc.gov

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POLICE**CONTRACT ADMINISTRATION UNIT****■ AWARDS***Goods & Services*

AUTO COLLISION REPAIR – Competitive Sealed Bids – PIN# 05612B0004 – AMT: \$466,300.00 – TO: Nationwide Auto Painting, Inc., 1850 Atlantic Avenue, Brooklyn, New York 11233. NYPD has entered into a contract with Nationwide Auto Painting, Inc. for the provision of furnishing all labor and materials necessary and required to repair auto body collision damage to Police Department vehicles.

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TRANSPORTATION**TRAFFIC****■ SOLICITATIONS***Construction Related Services*

INSTALLATION OF THE THERMOPLASTIC PAVEMENT MARKINGS AND BUS LANE PAVEMENT MARKINGS – Competitive Sealed Bids – PIN# 84112MBTR643 – DUE 08-14-12 AT 11:00 A.M. – A printed copy of the solicitation can also be purchased. A deposit of \$50.00 is required for the specification book in the form of a certified check or money order payable to: New York City Department of Transportation. No cash accepted. Company address, telephone and fax numbers are required when picking up contract documents. For additional information, please contact Jerry Ashimi at (718) 433-3227.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Department of Transportation, Office of Agency Chief Contracting Officer, Contract Management Unit, 55 Water Street, Ground Floor, New York, NY 10041. Bid Window (212) 839-9431.

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YOUTH AND COMMUNITY DEVELOPMENT**■ INTENT TO AWARD***Human / Client Services*

SERVICE LEARNING TEEN ACTION RENEWALS – Renewal – PIN# 26013000XXXX – DUE 08-03-12 AT 5:00 P.M. – In accordance with Section 4-04(a) of the Procurement Policy Board Rules, the Department of Youth and Community Development (DYCD) intends to renew the following Center for Economic Opportunity (CEO) Service Learning Teen Action Program to provide services create internship programs to address the needs of New York City disconnected youth to school students enrolled in Grades 7 through 10, at sites located in targeted neighborhoods in New York City (City). The term of the contracts shall be from September 1, 2012 to August 31, 2014.

26012060800A - \$168,750
Beer Hagolah Institutes
671 Louisiana Avenue, Brooklyn, New York 11239

26012060813A - \$189,000
The Children's Aid Society
105 East 22nd Street, New York, New York 10010

26012060814A - \$135,000
The Children's Aid Society
105 East 22nd Street, New York, New York 10010

26012060815A - \$135,000
The Children's Aid Society
105 East 22nd Street, New York, New York 10010

26012060801A - \$145,800
BronxWorks, Inc.
60 E. Tremont Avenue, Bronx, New York 10453

26012060802A - \$102,500
East Side House, Inc.
337 Alexander Avenue, Bronx, New York 10454

26012060803A - \$135,000
El Puente De Williamsburg
211 South 4th Street, Brooklyn, New York 11211

26012060806A - \$135,000
Inwood House
320 East 82nd Street, New York, New York 10028

26012060807A - \$194,250
New York City Mission Society
105 East 22nd Street, 6th Fl., New York, New York 10010

26012060812A - \$162,000
The Child Center of NY
60-02 Queens Boulevard, Woodside, New York 11377

26012060809A - \$135,000
Sports and Arts In Schools Foundation, Inc.
58-12 Queens Boulevard, Ste. 1, Woodside, New York 11377

26012060810A - \$119,250
Sports and Arts In Schools Foundation, Inc.
58-12 Queens Boulevard, Ste. 1, Woodside, New York 11377

26012060808A - \$162,000
SCO Family of Services
1 Alexander Place, 5th Fl., Glen Cove, New York 11542

26012060811A - \$173,940.00
St. Nicks Alliance
2 Kingsland Avenue, Brooklyn, New York 11211

26012060804A - \$135,000
Global Kids, Inc.
137 East 25th Street, 2nd Fl., New York, New York 10010

26012060805A - \$135,000
Global Kids, Inc.
137 East 25th Street, 2nd Fl., New York, New York 10010

26012060816A - \$202,500
Women's Housing and Economic Development Corporation (WHEDCO)
50 East 168th Street, Bronx, New York 10452

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.
Youth and Community Development, 156 William Street, 2nd Floor, New York, NY 10038. Michael Owh (212) 442-5982; Fax: (212) 676-8129; mowh@dycd.nyc.gov

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SERVICE LEARNING TEEN ACTION TECHNICAL ASSISTANCE RENEWAL – Renewal – PIN# 26013088420A – DUE 08-03-12 AT 5:00 P.M. – In accordance with Section 4-04(a) of the Procurement Policy Board Rules, the Department of Youth and Community Development (DYCD) intends to renew the following Service Learning Teen Action Technical Assistance (TA) Program to provide training on the Sexual and Reproductive Health (SRH) component of the Teen ACTION curriculum and related service projects. This initiative is supported by the Center for Economic Opportunity (CEO) established by Mayor Michael R. Bloomberg. The term of the contract shall be from August 1, 2012 to June 31, 2014.

26012088420A - \$150,000.00
Planned Parenthood of NYC
26 Bleecker Street, New York, New York 10012

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 Youth and Community Development, 156 William Street, 2nd Floor, New York, NY 10038. Michael Owh (212) 442-5982; Fax: (212) 676-8129; mowh@dycd.nyc.gov

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AGENCY RULES

TAXI AND LIMOUSINE COMMISSION

NOTICE

Notice of Promulgation of Rules

Notice is hereby given in accordance with section 1043(b) of the Charter of the City of New York ("Charter") that the Taxi and Limousine Commission ("TLC") promulgates rules regulating Taxicab lease caps and the maximum dollar amount per shift for which taxis can be leased.

These rules are promulgated pursuant to sections 1043 and 2303 of the Charter.

On May 31, 2012, a public hearing on lease caps was held by the TLC. On July 9, 2012, a public hearing on these rules and on the rates of fare rules was held by the TLC at the TLC's offices at 33 Beaver St., 19th Floor, New York, New York. These rules were approved at the TLC's public Commission Meeting held on July 12, 2012. These rules will take effect September 30, 2012.

Statement of Basis and Purpose of Rule

These rules amend the Taxi and Limousine Commission's rules governing the leasing of taxicabs or taxicab medallions. The Commission's authority to adopt these rules is found in section 2303 of the New York City Charter and section 19-503 of the New York City Administrative Code.

These rules reflect evidence and testimony gathered at the hearings held on May 31 and July 9, 2012.

The rules:

- Change the mechanism by which medallion owners collect credit card charges from drivers with a lease cap increase.
- Authorize (but do not require) lessors who lease their medallions and vehicles on a shift basis to charge a lease cap surcharge for gas they provide to drivers who lease from them.
- Create a new class of lease, the Standard Medallion Lease, which includes long term lease of a vehicle or conditional purchase of a vehicle. The lease cap for the Standard Medallion Lease takes into account the cost of the vehicle.

In addition, as required by the Stipulation and Order of Dismissal of *MTBOT, et al., v City of New York*, No. 08-7837, these rules rescind the rules that, beginning on May 1, 2009, would have reduced the maximum lease rates that an owner of a non-hybrid taxicab could charge a driver. As a result of a preliminary injunction granted by the district court of the Southern District of New York on June 22, 2009, those rules were never enforced.

New material is underlined.

[Material inside brackets indicates deleted material.]

Section 1. Section 58-21 of Title 35 of the Rules of the City of New York is amended to read as follows:

§58-21 Leasing a Taxicab or Medallion

(a) An Owner can lease a Taxicab (or a Medallion-only) to a Licensed Taxicab Driver, or to Licensed Drivers working different shifts or days if the Owner complies with the provision of this section.

- (1) Regardless of the terms of the lease, the Owner is responsible for complying with all laws, rules and regulations governing Owners.
- (2) An Owner must not authorize or allow a lessee of a Taxicab under section 58-21(c)(1) of these Rules to sublease the Taxicab to another party.

§58-21(a) Fine: \$75\$150 for the first violation, Appearance \$150\$300 for a second violation, REQUIRED \$300\$500 for a third violation within 24 months, and Suspension until compliance

(b) *Service and Maintenance of Leased Taxicab Vehicles.*

- (1) Service and maintenance of a leased Taxicab (including the vehicle) is the responsibility of the Owner/lessor, and the cost of the service and maintenance of the Vehicle cannot be charged to the Driver/lessee.
- (2) The lease of a Medallion-only does not include, and does not require, the Medallion Owner/lessor to provide service and maintenance of the vehicle.
- (3) A Medallion-only lessor must not require the lessee to obtain service and maintenance from any particular provider, including, but not limited to, the Medallion Owner or any agent of the Medallion Owner. A Medallion lessor or Agent who provides services or accommodations outside the lease to a leasing driver must keep records of all transactions with that driver and such records must be available for inspection by the Chairperson

§ 58-21(b) First violation \$500
Second and subsequent violations: Appearance \$1000 and/or suspension of the Medallion REQUIRED for up to 30 days. In addition to the penalty payable to the Commission, the administrative law judge may order the owner to pay restitution to the driver, equal to the excess that was charged to the driver.

(c) *Rate Rules.*

(1) *Standard Lease Cap Rates.* An Owner of a Taxicab

can charge a lease rate to a Driver that is not greater than the following Standard Lease Caps:

- (i) The Standard Lease Cap for a Medallion and vehicle for one shift will not exceed:
 - A. \$[105]115, for all 12-hour day shifts
 - B. \$[115]125, for the 12-hour night shift on Sunday, Monday and Tuesday
 - C. \$[120]130, for the 12-hour night shift on Wednesday
 - D. \$[129]139, for the 12-hour night shifts on Thursday, Friday and Saturday
 - E. \$[666]690, for any one-week day shift for one week or longer
 - F. \$797 for any one week night shift for one week or longer.
- (ii) No driver leasing a medallion and vehicle under this paragraph 58-21(c)(1) can be charged more than a total of
 - A. \$690 for six or more day shifts in any seven consecutive day period
 - B. \$797 for six or more evening shifts or combination of day and evening shifts in any seven consecutive day period.
- (iii) The lease of a medallion and vehicle under this paragraph 58-21(c)(1) includes service and maintenance. Service and maintenance of the vehicle is the responsibility of the lessor and the lessor and his or her Agent must not charge the lessee for service and maintenance costs for the vehicle.
- (iv) The lessee of a medallion and vehicle under this paragraph 58-21(c)(1) is not responsible for payment of any Commercial Motor Vehicle Tax.
- (v) For a driver with a weekly lease under 58-21(c)(1)(E) or 58-21(c)(1)(F), if the vehicle is unavailable for use for any reason that is not the lessee's responsibility during any part of any week, the payment of the Lease Cap must be pro-rated.
- (vi) For a driver with a weekly lease under 58-21(c)(1)(E) or 58-21(c)(1)(F), the lease includes costs for collision and other damage coverage, including repairs of physical damage to the vehicle.
- (2) [*Cost Adjustments.* For Taxicabs that are Hacked-up under §67-05.1 and are not Accessible Vehicles, the Standard Lease Caps set forth in paragraph (1) above will be adjusted as follows:
 - (i) Beginning on May 1, 2009, each amount will be reduced by \$4 per shift (\$28 per week), so that the lease amount for one shift must not exceed:
 - A. \$101, for all 12-hour day shifts
 - B. \$111, for the 12-hour night shift on Sunday, Monday and Tuesday
 - C. \$116, for the 12-hour night shift on Wednesday
 - D. \$125, for the 12-hour night shifts on Thursday, Friday and Saturday
 - E. \$638, for any one-week shift for one week or longer
 - (ii) Beginning on May 1, 2010, each amount will be reduced by \$8 per shift (\$56 per week), so that the lease amount for one shift must not exceed:
 - A. \$97, for all 12-hour day shifts
 - B. \$107, for the 12-hour night shift on Sunday, Monday and Tuesday
 - C. \$112, for the 12-hour night shift on Wednesday
 - D. \$121, for the 12-hour night shifts on Thursday, Friday and Saturday
 - E. \$610, for any one-week shift for one week or longer
 - (iii) Beginning on May 1, 2011, each amount will be reduced by \$12 per shift (\$84 per week), so that the lease amount for one shift must not exceed:

- A. \$93, for all 12-hour day shifts
- B. \$103, for the 12-hour night shift on Sunday, Monday and Tuesday
- C. \$108, for the 12-hour night shift on Wednesday
- D. \$117, for the night shifts on Thursday, Friday and Saturday
- E. \$582, for any one-week shift for one week or longer

(3) *Cost Adjustments for the Lease of Hybrid Electric and Diesel-Fueled Vehicles.*

(i) The Standard Lease Cap for Hybrid Electric Taxicabs and Diesel-Fueled Taxicabs that are hacked-up under §67-05 of these Rules are raised by \$3 per shift (\$21 per week), so that the lease amount for one shift must not now exceed:

- A. \$[108]118 for all 12-hour day shifts
- B. \$[118]128, for the 12-hour night shift on Sunday, Monday and Tuesday
- C. \$[123]133, for the 12-hour night shift on Wednesday
- D. \$[131]141, for the 12-hour night shifts on Thursday, Friday and Saturday
- E. \$[687]708, for any one-week day shift for one week or longer
- F. \$812 for any one week night shift for one week or longer.

(ii) No driver leasing a medallion and vehicle under this paragraph 58-21(c)(2) can be charged more than a total of

- A. \$708 for six or more day shifts in any seven consecutive day period
- B. \$812 for six or more evening shifts or combination of day and evening shifts in any seven consecutive day period.

(iii) The lease of a medallion and vehicle under this paragraph 58-21(c)(2) includes service and maintenance. Service and maintenance of the vehicle is the responsibility of the lessor and the lessor and his or her Agent must not charge the lessee for service and maintenance costs for the vehicle.

(iv) The lessee of a medallion and vehicle under this paragraph 58-21(c)(2) is not responsible for payment of any Commercial Motor Vehicle Tax.

(v) For a driver with a weekly lease under 58-21(c)(2)(E) or 58-21(c)(2)(F), if the vehicle is unavailable for use for any reason that is not the lessee's responsibility during any part of any week, the payment of the Lease Cap must be pro-rated.

(vi) For a driver with a weekly lease under 58-21(c)(2)(E) or 58-21(c)(2)(F), the lease includes costs for collision and other damage coverage, including repairs of physical damage to the vehicle.

[(4)] (3) *The Standard Lease Cap:*

(i) For a *Medallion-only* Hybrid Taxicab, Hacked-up under §67-05 is [§842] \$1114 weekly.

(ii) For all other *Medallion-only* Taxicabs, (including Accessible Taxicabs), is \$[800]1072.

(iii) A medallion lessor or Agent of a lessor must not require a medallion lessee to obtain service, repairs or maintenance of the vehicle from any particular provider, including, but not limited to, a lessor or an Agent of a lessor.

(iv) A lease, and payment of the Lease Cap under this section includes (and all of the following must be provided to the lessee):

- A. Use of the medallion;
- B. All applicable TLC fees except for TLC vehicle inspection fees (but the lessor is not required to provide vehicle registration or payment of the Commercial Motor Vehicle Tax);
- C. Insurance required by Section 58-13;

D. Credit card fees or charges;

E. Up to 3 drivers on a lease at the request of the drivers, which request cannot be unreasonably denied.

A lessor must not accept any other payment from a lessee for the purchase or lease of a vehicle. A Medallion lessor or Agent can agree with a driver to provide services or accommodations on an arms-length basis outside the lease. A Medallion lessor or Agent who provides services or accommodations outside the lease to a leasing driver must keep records of all transactions with that driver and such records must be available for inspection by the Chairperson.

(v) The gasoline surcharge option provided in paragraph 58-21(c)(6) is not available to Owners/lessors leasing a Medallion-only under this Section 58-21(c)(3)

(4) *Standard Medallion Lease Cap including Long Term Vehicle Lease / Conditional Purchase*

(i) A Lease is covered by this paragraph 58-21(c)(4) if it includes all of the following:

- A. The lease of a Medallion
- B. The conditional purchase agreement for a vehicle; and
- C. The vehicle is being conditionally sold to the driver/lessee by any of

1. The Owner of the Medallion or any employee of the Owner, and/or
2. The Owner's Agent or any employee of the Agent, and/or
3. Any Business Entity of which a Business Entity Person of the Owner or Agent, or an employee of Owner or Agent, is a Business Entity Person

(ii) The Standard Lease Cap under this section for a Taxicab Medallion and vehicle is

- A. \$1389 weekly if the vehicle complies with the requirements of Section 67-05 of these Rules or
- B. \$1347 weekly if the vehicle complies with the requirements of Sections 67-05.1 or 67-05.2 of these Rules
- C. This Standard Lease Cap can be charged for a lease related to any one vehicle for up to 156 weeks, however it cannot be charged at any time after title to the vehicle passes (or could have passed) to the lessee.

(iii) Title to the leased vehicle must pass to one or more of the lessees, if the lessees request, after 156 weeks, or after all vehicle financing costs have been paid, whichever is sooner. The conditional seller is not required to transfer title if the lessees have failed to pay all payments due for the vehicle purchase and lease until all such payments have been made.

(vi) The lease of a Medallion together with a vehicle under this paragraph 58-21(c)(4) includes within the payment to the lessor the amount due by the Vehicle owner for the Commercial Motor Vehicle Tax.

(v) A lease, and payment of the Lease Cap under this section includes (and the following must be provided to the lessee):

- A. Use of the medallion;
- B. All applicable TLC and NYS DMV fees except for TLC vehicle inspection fees;
- C. Insurance required by Section 58-13;
- D. Credit card fees or charges;
- E. All Vehicle purchase and/or finance costs and vehicle sales tax and related costs;
- F. Up to 3 drivers on a lease at the request of the drivers, which request cannot be unreasonably denied.

A lessor can offer coverage for collisions and physical damage to the vehicle to the

lessee/purchasers in an amount not to exceed \$50 per week, but cannot require that the lessee/purchasers purchase such coverage. . A Medallion lessor or Agent can agree with a driver to provide services or accommodations on an arms-length basis outside the lease. A Medallion lessor or Agent who provides services or accommodations outside the lease to a leasing driver must keep records of all transactions with that driver and such records must be available for inspection by the Chairperson

(vi) (reserved)

(vii) The gasoline surcharge option provided in Section 58-21(c)(6) is not available to Owners/lessors leasing a Taxicab and vehicle under this Section 58-21(c)(4).

(viii) If the vehicle is unavailable for use for any reason that is not the lessee's responsibility during any part of any week, the lessee's payment of the Lease Cap must be pro-rated.

Limits on Additional Charges. In addition to a lease amount no greater than the Standard Lease Cap (as adjusted), an Owner/lessor (as well as any agent or employee of the Owner/lessor) must not request or accept from any lessee (of a Taxicab or Medallion-only) any money or other thing of value, except for the following (this means an Owner/lessor must not charge any tip, tax, surcharge or other fee of any kind above the Standard Lease Cap (as adjusted) except for the following):

(ix) [A credit card pass-along no greater than five percent (5%), as allowed under subdivision (f), below] A gas surcharge of \$21 per shift (or \$126 for drivers leasing under 58-21(c)(1) E or F, and 58-21(c)(2) E or F (with such surcharge to be adjusted as provided below) provided that the Owner/lessor or his or her agent is providing gasoline to the lessee as provided in section 58-21(c)(6);

(x) A security deposit and deductions from the security deposit no greater than allowed under subdivision (e) below;

(xi) The discount toll amount for use of the Owner's *EZ-Pass*® as described in §58-27 of this Chapter;

(xii) A late charge not to exceed \$25 for any shift for the late return of a vehicle;

(xiii) A reasonable cancellation charge, subject to the provisions of subdivision (i)(5) below;

(xiv) Parking tickets and red light violations permitted to be deducted from the security deposit described in subdivision (e) below, provided that the Driver/lessee is allowed to challenge any ticket or violation; and

(xv) If the Owner (or Owner's Agent) is a Taxpayer, the Taxpayer can collect the MTA Tax collected by the lessee/Driver from the lessee/Driver. The MTA Tax must be collected in the following order:

A. The MTA Tax must first be deducted from any credit card reimbursements due as required in subdivision (f) below.

B. The MTA Tax must next be deducted from the security deposit permitted in subdivision (e) below.

C. If not fully paid, then the MTA Tax must be collected from the lessee/Driver.

(xvi) In addition to these charges, an Owner can deduct from credit card receipts payable to the Driver amounts charged by the T-PEP Provider, pursuant to the T-PEP Provider's contract with the Commission, provided that

A. such amounts are provided for by contract between the T-PEP Provider and the Commission or by rule of the Commission;

B. such amounts are dedicated for the purpose of providing healthcare services and disability coverage for drivers; and

C. such amounts do not exceed \$0.06 per trip.

(xvii) State and local sales and rental taxes on vehicle rentals.

(5) *Optional Gasoline Surcharge: An Owner/lessor, or*

his or her Agent leasing a Taxicab under Section 58-21(c)(1) or 58-21(c)(2), may chose to provide gasoline to a lessee and charge a gas surcharge in an amount as specified in this section in addition to the Lease Cap provided in Section 58-21(c)(1) or 58-21(c)(2), provided that

- (i) Gasoline is provided to the lessee for the entire shift at no additional cost to the lessee.
- (ii) The surcharge will be \$126 per week (or \$21 per shift) until December 31, 2012
- (iii) After that date the surcharge will be reset based on the trailing 6 month average as of the date the surcharge is calculated of the New York City Gasoline Price Index issued by U.S. Energy Information Agency and published at www.eia.gov.
- (iv) The surcharge will be calculated as of June 30 and November 30 of each year beginning November 30, 2012.
- (v) The Commission will post the new surcharge on its Web site by July 15 and December 15 of each year
- (vi) The new surcharge will take effect on July 31 and December 31 of each year beginning December 31, 2012. If the Commission has not posted a new surcharge, the prior surcharge will remain in effect.
- (vii) Based on the index, the surcharge will be as follows:

When the Index is:	The surcharge will be:
\$2.49 or less	\$13 per shift (or \$78 per week)
\$2.50 to \$2.99	\$16 per shift (or \$96 per week)
\$3.00 to \$3.49	\$18 per shift (or \$108 per week)
\$3.50 to \$3.99	\$21 per shift (or \$126 per week)
\$4.00 to \$4.49	\$23 per shift (or 138 per week)
\$4.50 to \$4.99	\$26 per shift (or \$156 per week)
\$5.00 or more	\$28 per shift (or \$168 per week)

- §58-21(c) Fine: First violation: \$500 Appearance
Second and subsequent violations; REQUIRED
\$1,000 and/or suspension of the Medallion for up to 30 days.
In addition to the penalty payable to the Commission, the ALJ can order the Owner to pay restitution to the Driver, equal to the excess that was charged to the Driver or the extra fuel the driver had to pay for.
- (6) *Collective Bargaining Exception to the Standard Lease Cap.* The provisions of this section do not apply to Owners and lease Drivers whose business relationship is governed by the terms of a collective bargaining agreement that regulates the subject of lease prices.
- (d) *(Reserved) [Commission Review and Change of Lease Caps.* The Commission can make changes to the lease caps as a response to policy needs or in conjunction with its regular two-year review, as follows:
 - (1) The Commission can initiate lease cap changes at any time, if the Commission believes that policy considerations require changes to be made.
 - (2) During March of each even-numbered year, the Commission will hold a public hearing and solicit written comment as to operating expenses, driver earnings, the retention of experienced drivers in the Taxicab industry, and other matters relevant to the setting of lease caps, for purposes of considering changes to the Standard Lease Caps.]
- (e) *Security Deposit on Taxicab Vehicles.*
 - (1) *Security Deposit Provision Permitted.* An Owner can include a lease provision for a security deposit from the Driver, provided it complies with the requirements of this subdivision (e).
 - (2) *Permitted Withholdings from Security Deposit.* At the termination or expiration of a lease an Owner may be reimbursed from the security deposit only for the following:
 - (i) Any unpaid but owing lease charges.
 - (ii) Damage to the vehicle, if the lease clearly and prominently states that the Driver is responsible for damage.
 - (iii) Any parking tickets issued during the lease.
 - (iv) Any red light violations issued to the Owner during the lease, under the NYC Department of Transportation's camera surveillance system.
 - (v) If the Owner (or Owner's Agent) is a Taxpayer, any MTA Tax remaining due from the Driver after deductions from

credit card receipts due to the Driver.

- (3) *Deposit Not to be Used for Owner Violations.* An Owner must not require a Driver to pay any summons that is written to the Owner as Respondent, other than those specified above.
 - §58-21(e)(3) Fine: First violation: \$250; Appearance
Second violation: \$350; REQUIRED
Third and subsequent violations \$500
and/or suspension of the Medallion for up to thirty days.
In addition to the penalty payable to the Commission, the ALJ can order the Owner to pay restitution to the Driver, equal to the excess that was withheld from the Driver, or equal to the amount that the Driver paid, at the requirement of the Owner, to satisfy any summons against the Owner
 - (4) *Limits on Amount of Deposit.* An Owner must not require a Driver to post any security deposit that is greater in amount than the rate for one lease term. However, if the lease term is for more than one week, an Owner must not require a Driver to pay a security deposit in an amount greater than the lease rate for one week. Examples include:
 - (i) An Owner who leases a Taxicab for one shift at the rate of \$80 per shift can require up to an \$80 security deposit.
 - (ii) An Owner who leases a Taxicab or Medallion for one week at the rate of \$500 a week can require up to a \$500 security deposit.
 - (iii) An Owner who leases a Taxicab for six months at the rate of \$2,000 a month can require up to a \$500 security deposit.
 - (iv) *Special Rule for Long Term leases under Paragraph 58-21(c)(4).*
 - A. A Lease under Section 58-21(c)(4) can include a refundable deposit of up to \$5000, which may be collected at the beginning of the lease or in scheduled payments over time as specified in the lease. An Owner or an Owner's Agent must not accept any deposit in excess of this amount.
 - B. The weekly lease payment specified in Section 58-21(c)(4) must be credited by an amount equal to the prorated value of the refundable deposit.
 - C. If the deposit is not fully credited against the lease because of a cancellation, any remaining, uncredited deposit shall be refunded to the lessee/driver within 30 days of termination or cancellation of the lease by the lessor or an Agent of lessor. Note: this does not apply when the driver breaks or terminates the lease prior to the term. The deposit shall be held, and interest shall accrue, in the manner prescribed by section 58-21(e)(7).
- §58-21(e)(4) Fine: \$200 Appearance NOT REQUIRED
- (5) *Provide Driver Written Receipt and Accounting for Security Deposit.*
 - (i) An Owner must provide written receipts for any security deposits made by a Driver.
 - (ii) An Owner must provide a Driver with a written itemization of any items withheld or deducted from a security deposit.
- §58-21(e)(5) Fine: \$50 Appearance NOT REQUIRED
- (6) *Return Deposit within 30 Days of Lease Termination.*
 - (i) An Owner must return a security deposit no later than 30 days after the end of the lease term.
 - (ii) An Owner must return a security deposit either by check or by cash exchanged for a written receipt from the Driver.
- §58-21(e)(6) Fine: \$50 Appearance NOT REQUIRED
- (7) *Interest on Security Deposit.*
 - (i) An Owner who requires a security deposit must secure the funds in an interest-bearing account in a bank or credit union within the City of New York, in an account devoted to security deposits and

not commingled with funds of the Owner.

- (ii) The Owner must indicate in writing provided to the Driver the name and address of the bank or credit union and the applicable account number.
- (iii) Interest on the security deposit must accrue to the benefit of the Driver furnishing the security, except, however, that the Owner can retain one percentage point of any interest, as compensation for bookkeeping expenses.
- §58-21(e)(7) Fine: \$50 Appearance NOT REQUIRED
- (8) *Collective Bargaining Agreement Exception to Limitations on Security Deposits.* The provisions of this section do not apply to Owners and lease Drivers whose business relationship is governed by the terms of a collective bargaining agreement that regulates the subject of security deposits.
- (f) *Credit Card Charges.*
 - (1) For any lease of a Taxicab (vehicle and Medallion) under paragraph 58-21(c)(1) or 58-21(c)(2), an Owner (or Owner's Agent) must pay a Driver in cash, on a daily basis, the total amount of all credit card payments made during the Driver's shift, less the \$.06 per trip driver health surcharge described in subdivision 58-21(k);
 - (2) For any lease not described in subparagraph (1), an Owner (or Owner's Agent) must pay the Driver in cash, on no less than a weekly basis, the total amount of all credit card payments made during that period, less the \$.06 per trip driver health surcharge described in subdivision 58-21(k).
- §58-21(f)(1)& (2) Fine: \$100 Appearance NOT REQUIRED
- (3) An Owner (or Owner's Agent) [can] must not withhold from the cash payments[,] [a] any credit card pass-along, fees or charges [of no more than five percent (5%) of the total amount].
- §58-21(f)(3) Fine: First violation: \$200 Appearance REQUIRED
Second violation: \$300
Third violation: \$500
In addition to the penalty payable to the Commission, the ALJ may order the Owner to pay restitution to the Driver, equal to the excess amount that was charged to the Driver.
- (4) If an Owner (or Owner's Agent) is a Taxpayer, the Taxpayer can deduct from the credit card receipts payable to the Driver the amount due for the MTA Tax from the Driver's trips.
- (g) *Receipts to Drivers for All Payments.*
 - (1) An Owner (or Owner's Agent) must give a Driver a written receipt for every payment or deduction made under the lease and these Rules.
 - (2) The receipt must include the name of the Driver and the number of the Medallion subject to the lease.
 - (3) The receipt must clearly state the following information with respect to the payment or deduction:
 - (i) The date
 - (ii) The name of the recipient
 - (iii) The amount
 - (iv) The purpose
 - (v) The number of the section of this chapter that authorizes the payment or deduction
- §58-21(g) Fine: \$50 plus driver gets free shift.
- (h) *Lease Must Be in Writing.*
 - (1) Every Taxicab operating lease (including any amendments), must be in writing, and must be signed by the Owner (or a person authorized to act on behalf of the Owner), and by the leasing Driver or Drivers.
 - (2) A copy of the fully executed lease must be provided to the leasing Driver or Drivers.
- §58-21(h) Fine: \$500 Appearance NOT REQUIRED
- (i) *Terms.* Every lease must contain the following terms:
 - (1) *The type and term of the lease.* The lease must state the beginning date and time of the lease and the ending date and time of the lease.
 - (i) A weekly lease must run for seven consecutive calendar days.
 - (ii) A shift must run for 12 consecutive hours.
 - (2) *Costs covered by the lease.* The lease must state the

total lease amount, and must itemize that total cost, including:

- (i) The amount of the lease that applies to the medallion and the amount, if any, that applies to the vehicle
- (ii) The amounts, if any, of the security deposit
- (iii) [The percentage credit card pass-along] The gasoline surcharge if there is one
- (iv) Any other costs that the Driver will be charged

(3) *Reference Authorizing Rule Sections.*

- (i) For each itemized cost listed above (in subparagraph (2)), the lease must include a reference to the Commission Rule authorizing the Owner to charge the cost to the Driver.
- (ii) The lease must either recite the complete text of each Rule or state the address of the Commission's Web page on which the Rule is published.

(4) *Overcharges.* Every lease must contain clearly legible notice that overcharging a lessee/Driver is prohibited by the Commission's Rules, and that complaints of overcharges may be made in writing to the Commission or by telephone call to 311.

(5) *Charges Upon Cancellation.*

- (i) If an Agent demands the return of a Medallion upon the request of an Owner, the Driver has the right to request the Agent to provide a replacement Medallion and, if the Agent provides another Medallion, the Driver will not be responsible for the costs of hacking up a replacement vehicle.

- (ii) Any cancellation charge contained in the lease must be reasonable, and will not be permitted unless the lease also provides that:

- A. Owner is not permitted to charge a Driver a cancellation charge if the Driver is not late in making lease payments at the time the Owner cancels the lease.
- B. When a cancellation payment is made, the Driver's obligation to make lease payments terminates immediately.

(6) *Deposit information.* Each lease must include the information regarding deposits required by §58-21(e) of this chapter.

§58-21(i) Fine: First violation \$500 Appearance REQUIRED
Second and subsequent violations: \$1000 and/or suspension of the Medallion for up to thirty days.
In addition to the penalty payable to the Commission, the administrative law judge may order the owner to pay restitution to the driver, equal to the excess or non-authorized charge that was charged to the driver.

(j) *Retaliation.*

- (1) An Owner must not retaliate against any Driver for making a good faith complaint against any Owner for violation of the leasing provisions in §58-21 of this chapter.
- (2) "Retaliation" will be broadly construed, and will include imposing any adverse condition or consequence on the Driver or withholding or withdrawing any beneficial condition or consequence from the Driver.

§58-21(j) Fine: \$10,000 plus restitution to the driver for losses Appearance NOT REQUIRED

Section 2. Subdivision (h) of section 58-26 of Title 35 of the Rules of the City of New York is amended to read as follows:

(h) *Credit/Debit Card Rules.*

- (1) An Owner who is a merchant is not permitted to charge the Driver a pass-along [of not more than five percent (5%) of] or deduction from the total credit/debit charges incurred during the Driver's shift. An Owner who is a merchant must pay to a Driver all fares paid by credit card.
- (2) Merchants are not permitted to charge a pass-along to any passenger for credit/debit card transactions.

SPECIAL MATERIALS

CITYWIDE ADMINISTRATIVE SERVICES

MUNICIPAL SUPPLY SERVICES

■ NOTICE

**OFFICIAL FUEL PRICE SCHEDULE NO. 6917
FUEL OIL AND KEROSENE**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 7/23/2012
3187250	5.0	#1DULS	CITY WIDE BY DELIVERY	+1276 GAL.	3.4469 GAL.
3187250	6.0	#1DULS	P/U	+1276 GAL.	3.3219 GAL.
3187251	11.0	#1DULS >=80%	CITY WIDE BY DELIVERY	+1276 GAL.	3.5926 GAL.
3187251	12.0	#1DULS B100 <=20%	CITY WIDE BY DELIVERY	+1276 GAL.	4.8584 GAL.
3187251	13.0	#1DULS >=80%	P/U	+1276 GAL.	3.5083 GAL.
3187251	14.0	#1DULS B100 <=20%	P/U	+1276 GAL.	4.7740 GAL.
3087064	1.0	#1DULSB50	CITY WIDE BY TW	+0871 GAL.	4.1847 GAL.
3187221	1.0	ULSH	CITY WIDE BY DELIVERY	+0961 GAL.	3.0812 GAL.
3187221	4.0	ULSH >=80%	CITY WIDE BY DELIVERY	+0961 GAL.	3.1464 GAL.
3187221	5.0	ULSH B100 <=20%	CITY WIDE BY DELIVERY	+0961 GAL.	3.2709 GAL.
3187249	1.0	#2DULS	CITY WIDE BY DELIVERY	+0961 GAL.	3.1447 GAL.
3187249	2.0	#2DULS	P/U	+0961 GAL.	3.1032 GAL.
3187249	3.0	#2DULS	CITY WIDE BY DELIVERY	+0961 GAL.	3.1602 GAL.
3187249	4.0	#2DULS	P/U	+0961 GAL.	3.1232 GAL.
3187249	7.0	#2DULS >=80%	CITY WIDE BY DELIVERY	+0961 GAL.	3.1525 GAL.
3187249	8.0	#2DULS B100 <=20%	CITY WIDE BY DELIVERY	+0961 GAL.	3.2897 GAL.
3187249	9.0	#2DULS >=80%	P/U	+0961 GAL.	3.1132 GAL.
3187249	10.0	#2DULS B100 <=20%	P/U	+0961 GAL.	3.2467 GAL.
3187252	15.0	#2DULS	BARGE M.T.F. 111 & ST. GEORGE & WI	+0961 GAL.	3.1566 GAL.
3087065	2.0	#2DULSB50	CITY WIDE BY TW	+0714 GAL.	4.0024 GAL.
3287257	7.10	#2DULSDISP	DISPENSED	N/A GAL.	3.4811 GAL.(A)
3187222	2.0	#4	CITY WIDE BY TW	+1034 GAL.	2.8227 GAL.
3187222	3.0	#6	CITY WIDE BY TW	+1083 GAL.	2.6795 GAL.
3187263	1.0	JETA	FLOYD BENNETT	+1006 GAL.	3.6318 GAL.

NOTE:

(A) Contract 3287257, item 7.10, replaces contract 2887274, item 7.0 on July 17, 2012.

**OFFICIAL FUEL PRICE SCHEDULE NO. 6918
FUEL OIL, PRIME AND START**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 7/23/2012
3087154	1.0	ULSH MANH	F & S PETROLEUM CORP.	+0961 GAL.	3.1650 GAL.
3087154	79.0	ULSH BRONX	F & S PETROLEUM CORP.	+0961 GAL.	3.1650 GAL.
3087154	157.0	ULSH BKLYN, QUEENS, SI	F & S PETROLEUM CORP.	+0961 GAL.	3.2450 GAL.
3087225	1.0	#4	CITY WIDE BY TW	+1034 GAL.	3.2663 GAL.
3087225	2.0	#6	CITY WIDE BY TW	+1083 GAL.	3.0785 GAL.

**OFFICIAL FUEL PRICE SCHEDULE NO. 6919
FUEL OIL AND REPAIRS**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 7/23/2012
3087115	1.0	ULSH MANH & BRONX	PACIFIC ENERGY	+0961 GAL.	2.9904 GAL.
3087115	80.0	ULSH BKLYN, QUEENS, SI	PACIFIC ENERGY	+0961 GAL.	2.9956 GAL.
3087218	1.0	#4	CITY WIDE BY TW	+1034 GAL.	3.2076 GAL.
3087218	2.0	#6	CITY WIDE BY TW	+1083 GAL.	3.1314 GAL.

**OFFICIAL FUEL PRICE SCHEDULE NO. 6920
GASOLINE**

CONTRACT NO.	ITEM NO.	FUEL/OIL TYPE	VENDOR	CHANGE	PRICE EFF. 7/23/2012
3187093	6.0	E85	CITY WIDE BY TW	+1701 GAL.	2.8614 GAL.
3187093	2.0	PREM	CITY WIDE BY TW	+0913 GAL.	3.3036 GAL.
3187093	4.0	PREM	P/U	+0913 GAL.	3.2245 GAL.
3287257	6.10	PREM	CITY WIDE BY VEHICLE	n/a GAL.	3.6431 GAL.(A)
3287257	1.10	U.L.	MANH P/U BY VEHICLE	n/a GAL.	3.4503 GAL.(B)
3287257	2.10	U.L.	BX P/U BY VEHICLE	n/a GAL.	3.3503 GAL.(C)
3287257	3.10	U.L.	BR P/U BY VEHICLE	n/a GAL.	3.3503 GAL.(D)
3287257	4.10	U.L.	QNS P/U BY VEHICLE	n/a GAL.	3.3503 GAL.(E)
3287257	5.10	U.L.	S.I. P/U BY VEHICLE	n/a GAL.	3.3503 GAL.(F)
3187093	1.0	U.L.	CITY WIDE BY TW	+0702 GAL.	3.0391 GAL.
3187093	3.0	U.L.	P/U	+0702 GAL.	2.9630 GAL.

NOTE:

- (A) Contract 3287257, item 6.10, replaces contract 2887274, item 6.0 on July 17, 2012.
- (B) Contract 3287257, item 1.10, replaces contract 2887274, item 1.0 on July 17, 2012.
- (C) Contract 3287257, item 2.10, replaces contract 2887274, item 2.0 on July 17, 2012.
- (D) Contract 3287257, item 3.10, replaces contract 2887274, item 3.0 on July 17, 2012.
- (E) Contract 3287257, item 4.10, replaces contract 2887274, item 4.0 on July 17, 2012.
- (F) Contract 3287257, item 5.10, replaces contract 2887274, item 5.0 on July 17, 2012.

REMINDER FOR ALL AGENCIES:

The Negotiated Acquisition Extension for the Gasoline contract with Sprague Operating Resources, LLC is now registered. This contract has been extended for six months until December 31, 2012. The new contract #20131200137 will replace the old contract #20090000330. In the meantime, we are conducting an RFP that will result in a new contract going forward. Please don't hesitate to contact Veronica Vanderpool at 212-669-8517 with any questions.

Please Send Inspection Copy Of Receiving Report for all Gasoline (E85, UL & PREM) Delivered By Tank Wagon to DMSS/ Bureau Of Quality Assurance (BQA), 1 Centre St., 18 Floor, NY, NY 10007.

☛ jy27

LABOR RELATIONS

■ NOTICE

2008-2010 Seasonal Agreement

AGREEMENT entered into this 18th day of July 2012, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and District Council 37, AFSCME, AFL-CIO (hereinafter referred to as the "Union"), for the twenty-four (24) month period, March 3, 2008 to March 2, 2010.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining units 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 titles:

TITLE	TITLE CODE NUMBER
Chief Lifeguard	71210
City Seasonal Aide	91406
Field Supervisor (Summer Youth Employment Program)	56099
Lifeguard	71205
Lifeguard (DJJ)	06258
Senior Field Supervisor (Summer Youth Employment Program)	56101
Seasonal Filtration Plant Operator	56101

Section 2.

- a. 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.
- b. The term "lifeguard personnel" as used in this Agreement shall be deemed to include Lifeguard and Chief Lifeguard (including all details thereof).
- c. Any reference in this Agreement to "Chief Lifeguard" shall be deemed to include all details from Chief Lifeguard.

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. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, general increases, and any other salary adjustments, are based upon a normal work day of eight (8) hours. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An employee who works on a part-time per diem 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 day by such employee and the number of hours in the said normal work day unless otherwise specified.

Classes of Positions with a 35 hour normal work week:
 Field Supervisor (SYEP)
 Senior Supervisor (SYEP)

- b. Employees who work on an 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 - 8 hour per diem basis - 1/8 of the appropriate basic daily rate rounded to 4 decimal places.
 Hourly Rate - 35 hour per week basis - 1/35 of the appropriate weekly basic rate.

Section 2.

- a. Effective March 3, 2008, employees in the following titles shall be subject to the following specified salary, salary adjustments and/or salary ranges:

Title	Season	Hiring Rate [N]	Incumbent Rate	Maximum
Lifeguard	1st Season:	Not Applicable	\$104.41	Per day
	2nd Season: [S]	Not Applicable	\$111.47	Per day
	3rd Season: [S]	Not Applicable	\$126.19	Per day
	Seasons [L]	Longevity [LL]	Rate + Longevity	
	After 5 Seasons:	\$2.51 \$2.51	\$128.70	Per day
	After 10 Seasons:	\$3.70 \$6.21	\$132.40	Per day
	After 15 Seasons:	\$3.98 \$10.19	\$136.38	Per day
	After 20 Seasons:	\$4.10 \$14.29	\$140.48	Per day

	Seasons [L]	Longevity [LL]	Rate + Longevity
(Lifeguard Lieutenant)			
[D]	1st-10th seasons:	Not Applicable	\$161.27 Per day
	10 Seasons:	\$5.34 \$5.34	\$166.61 Per day
	15 Seasons:	\$5.43 \$10.77	\$172.04 Per day
	20 Seasons:	\$5.50 \$16.27	\$177.54 Per day
	23 Seasons:	\$5.52 \$21.79	\$183.06 Per day

	Seasons [L]	Longevity [LL]	Rate + Longevity
Chief Lifeguard			
	1st-10th seasons:	Not Applicable	\$203.47 Per day
	After 10 Seasons:	\$6.72 \$6.72	\$210.19 Per day
	After 15 Seasons:	\$6.79 \$13.51	\$216.98 Per day
	After 20 Seasons:	\$6.92 \$20.43	\$223.90 Per day
	After 23 Seasons:	\$6.95 \$27.38	\$230.85 Per day

	Seasons [L]	Longevity [LL]	Rate + Longevity
(Borough Coordinator)			
[D]	1st-10th seasons:	Not Applicable	\$273.64 Per day
	After 10 Seasons:	\$9.04 \$9.04	\$282.68 Per day
	After 15 Seasons:	\$9.17 \$18.21	\$291.85 Per day
	After 20 Seasons:	\$9.32 \$27.53	\$301.17 Per day
	After 23 Seasons:	\$9.35 \$36.88	\$310.52 Per day

	Seasons [L]	Longevity [LL]	Rate + Longevity
(Assistant Lifeguard Coordinator) [D]			
	1st-10th seasons:	Not Applicable	\$312.21 Per day
	After 10 Seasons:	\$10.31 \$10.31	\$322.52 Per day
	After 15 Seasons:	\$10.46 \$20.77	\$332.98 Per day
	After 20 Seasons:	\$10.60 \$31.37	\$343.58 Per day
	After 23 Seasons:	\$10.64 \$42.01	\$354.22 Per day

	Seasons [L]	Longevity [LL]	Rate + Longevity
(Lifeguard Coordinator)			
[D]	1st-10th seasons:	Not Applicable	\$343.30 Per day
	After 10 Seasons:	\$11.33 \$11.33	\$354.63 Per day
	After 15 Seasons:	\$11.50 \$22.83	\$366.13 Per day
	After 20 Seasons:	\$11.69 \$34.52	\$377.82 Per day
	After 23 Seasons:	\$11.79 \$46.31	\$389.61 Per day

Effective March 3, 2008:

Title	Season	Hiring Rate	Incumbent Rate	Maximum
City Seasonal Aide	hourly rate:	\$9.20	\$10.58	\$15.68
((Seasonal Park Helper)) [DD]	1st Season: [U]	\$85.46	\$98.28	per day
((Seasonal Parkman)) [DD]				
((Skate Guard)) [DD]\	2nd Season: [S] [U]	\$92.73	\$106.64	per day
	3rd Season: [S] [U]	\$100.18	\$115.21	per day
((Chief Skate Guard)) [U]		\$108.04	\$124.25	per day
Seasonal Filtration Plant Operator [U]		\$105.53	\$121.36	per day
Field Supervisor (SYEP) [R]		\$406.27	\$467.21	per week
Senior Field Supervisor (SYEP) [R]		\$435.47	\$500.79	per week

- [D] Detail from Chief Lifeguard.
- [DD] Detail from City Seasonal Aide.
- [S] Except as otherwise modified by this Agreement, employees must satisfactorily complete a full season of employment to move to next rate level and seasons must be consecutively performed.
- [N] See Article III, Section 4 (New Hires)
- [U] Rate contains uniform allowance payment.
- [R] Not to exceed 6 months per year.
- [L] Service Differential shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the employee's anniversary date. (See Interpretive Memorandum No. 88, Lifeguard Personnel Service Differentials).

[LL] Indicated Service Differential shall not become pensionable until it has been received for two (2) years.

- b. Effective March 3, 2009, employees in the following titles shall be subject to the following specified salary, salary adjustments and/or salary ranges:

Title	Season	Hiring Rate [N]	Incumbent Rate	Maximum
Lifeguard	1st Season:	Not Applicable	\$108.59	Per day
	2nd Season: [S]	Not Applicable	\$115.93	Per day
	3rd Season: [S]	Not Applicable	\$131.24	Per day
	Seasons [L]	Longevity [LL]	Rate + Longevity	
	After 5 Seasons:	\$2.61 \$2.61	\$133.85	Per day
	After 10 Seasons:	\$3.85 \$6.46	\$137.70	Per day
	After 15 Seasons:	\$4.14 \$10.60	\$141.84	Per day
	After 20 Seasons:	\$4.26 \$14.86	\$146.10	Per day
	Seasons [L]	Longevity [LL]	Rate + Longevity	
(Lifeguard Lieutenant)				
[D]	1st-10th seasons:	Not Applicable	\$167.72	Per day
	10 Seasons:	\$5.55 \$5.55	\$173.27	Per day
	15 Seasons:	\$5.65 \$11.20	\$178.92	Per day
	20 Seasons:	\$5.72 \$16.92	\$184.64	Per day
	23 Seasons:	\$5.74 \$22.66	\$190.38	Per day
	Seasons [L]	Longevity [LL]	Rate + Longevity	
Chief Lifeguard				
	1st-10th seasons:	Not Applicable	\$211.61	Per day
	After 10 Seasons:	\$6.99 \$6.99	\$218.60	Per day

After 15 Seasons:	\$7.06 \$14.05	\$225.66	Per day
After 20 Seasons:	\$7.20 \$21.25	\$232.86	Per day
After 23 Seasons:	\$7.23 \$28.48	\$240.09	Per day

	Seasons [L]	Longevity [LL]	Rate + Longevity
(Borough Coordinator)			
[D]	1st-10th seasons:	Not Applicable	\$284.59 Per day
	After 10 Seasons:	\$9.40 \$9.40	\$293.99 Per day
	After 15 Seasons:	\$9.54 \$18.94	\$303.53 Per day
	After 20 Seasons:	\$9.69 \$28.63	\$313.22 Per day
	After 23 Seasons:	\$9.72 \$38.35	\$322.94 Per day

	Seasons [L]	Longevity [LL]	Rate + Longevity
(Assistant Lifeguard Coordinator)			
[D]	1st-10th seasons:	Not Applicable	\$324.70 Per day
	After 10 Seasons:	\$10.72 \$10.72	\$335.42 Per day
	After 15 Seasons:	\$10.88 \$21.60	\$346.30 Per day
	After 20 Seasons:	\$11.02 \$32.62	\$357.32 Per day
	After 23 Seasons:	\$11.07 \$43.69	\$368.39 Per day

	Seasons [L]	Longevity [LL]	Rate + Longevity
(Lifeguard Coordinator)			
[D]	1st-10th seasons:	Not Applicable	\$357.03 Per day
	After 10 Seasons:	\$11.78 \$11.78	\$368.81 Per day
	After 15 Seasons:	\$11.96 \$23.74	\$380.77 Per day
	After 20 Seasons:	\$12.16 \$35.90	\$392.93 Per day
	After 23 Seasons:	\$12.26 \$48.16	\$405.19 Per day

Effective March 3, 2009:

Title	Season	Hiring Rate	Incumbent Rate	Maximum
City Seasonal Aide	hourly rate:	\$9.57	\$11.00	\$16.31
((Seasonal Park Helper)) [DD]	1st Season: [U]	\$88.88	\$102.21	Per day
((Seasonal Parkman)) [DD]	2nd Season: [S] [U]	\$96.44	\$110.91	Per day
((Skate Guard)) [DD]	3rd Season: [S] [U]	\$104.19	\$119.82	Per day
((Chief Skate Guard)) [U]		\$112.37	\$129.22	Per day
Seasonal Filtration Plant Operator [U]		\$109.75	\$126.21	Per day
Field Supervisor (SYEP) [R]		\$422.52	\$485.90	Per week
Senior Field Supervisor (SYEP) [R]		\$452.89	\$520.82	Per week

- [D] Detail from Chief Lifeguard.
- [DD] Detail from City Seasonal Aide.
- [S] Except as otherwise modified by this Agreement, employees must satisfactorily complete a full season of employment to move to next rate level and seasons must be consecutively performed.
- [N] See Article III, Section 4 (New Hires)
- [U] Rate contains uniform allowance payment.
- [R] Not to exceed 6 months per year.
- [L] Service Differential shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the employee's anniversary date. (See Interpretive Memorandum No. 88, Lifeguard Personnel Service Differentials).
- [LL] Indicated Service Differential shall not become pensionable until it has been received for two (2) years.

Section 3. Wage Increases

A. General Wage Increase

- a. The general wage increases, effective as indicated, shall be:
 - i. Effective on March 3, 2008, Employees shall receive a general increase of 4%.
 - ii. Effective on March 3, 2009, Employees shall receive an additional general increase of 4 %.
 - 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 subsections 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) shall be calculated as follows:
 - i. The general increase in Section 3.A(a)(i) shall be upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2008;
 - ii. The general increase in Section 3.A(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2009.
- c. i. The general increases provided for in subsections 3. (a)(i) and 3. (a)(ii) shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles, and to recurring increment payments and lifeguard service differentials.

- ii. A general increase of 5.47%, effective on the last day of the Agreement, and consistent with the terms of the Stipulation of Settlement (A-13472-10; BCB 2864-10)) shall be applied to the following "additions to gross": uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials. Recurring increment payments are excluded from this provision.

Section 4. New Hires

- a. The appointment rate for an employee newly hired on or after March 3, 2008 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a), 2(b) and 2(c). 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 March 3, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a) and 2(b) 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 Section 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, for the title formerly occupied, effective on the date indicated 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 adjustment specified in Article III.

Section 7. Longevity Increment:

- a. Employees with 15 years or more of "City" service in pay status shall receive longevity differential of **\$3.07** per diem.
- b. The rules for eligibility for the longevity increment described above in subsection a, shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 8. Service Differential

- a. Lifeguard and Chief Lifeguard (including all details thereof) shall be eligible to receive the indicated Service Differentials shown in Section 2.
- b. The Service Differentials shall be based upon the seasons of service (lifeguard service) in the titles of Lifeguard or Chief Lifeguard (including all details thereof), shall be paid in addition to the longevity increment set forth in Section 6, and shall be on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date.
- c. Once a Lifeguard or Chief Lifeguard (including all details thereof) has completed the indicated qualifying years of "lifeguard service" eligible to receive the indicated Service Differential, said Service Differential shall be deemed part of the Lifeguard's or Chief Lifeguard's base rate for all purposes, except that it shall not be pensionable during the first two (2) years of receipt. Two years after the Lifeguard or Chief Lifeguard begins to receive a Service Differential, such Service Differential shall become pensionable and part of the Employee's base rate. Any future negotiated general increases shall be applied to the Service Differentials.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.
- c. Seasonal employees must work a minimum of two hundred thirty (230) or more hours (exclusive of overtime) within a calendar year to qualify for benefits pursuant to this provision and the applicable provisions of the 1995-2001 Citywide Agreement.

Section 2.

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

Section 3.

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

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

INTRODUCTION

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the 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.

Section 3. - Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance. The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1.

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;

Section 2.

The Grievance Procedure 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 except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

STEP II An appeal from an unsatisfactory determination at **STEP I** 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** 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 the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in 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 the employee(s) 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(s) and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

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 5.

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 6.

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

Section 7.

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

Section 8.

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

Section 9.

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 10. Expedited Arbitration Procedure.

a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS:

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

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices 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

This Agreement is subject to the applicable 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 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.

Section 3.

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

Section 4.

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

ARTICLE XII - FINANCIAL EMERGENCY ACT

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

ARTICLE XIII - APPENDICES

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

ARTICLE XIV - SAVINGS CLAUSE

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

ARTICLE XV - DEATH BENEFIT

In the event that an employee dies because of an injury arising out of and in the course of the employee's employment through no fault of the employee and in the proper performance of the employee's duties, a payment of \$10,000 (\$25,000 if an employee works on a full-time basis without seasonal breaks in service) shall be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the employee's beneficiary or if no beneficiary is designated, then to the employee's estate.

ARTICLE XVI - HEALTH AND HOSPITAL INSURANCE

Section 1.

The City of New York shall continue to provide a full payment for a choice of health and hospital insurance not to exceed 100% of the full cost of the HIP-HMO on a category basis (with the normal ninety-day-waiting-period-before-effective provision to be complied with) only for those employees who are covered by this Agreement and hired for a stated period of six (6) months or longer.

Section 2.

Benefits provided pursuant to this Article shall be consistent with the terms and conditions set forth in Section 13 of the 2008 District Council 37 Memorandum of Economic Agreement.

ARTICLE XVII - MANPOWER UTILIZATION

The Union agrees that Seasonal employees shall cooperate with management in manpower scheduling and rescheduling, participation in new programs and utilization of mechanical equipment (excluding trucks) to increase productivity and improve the efficiency of the service.

ARTICLE XVIII - OVERTIME POLICY

Overtime for Lifeguard, Chief Lifeguards * and City Seasonal Aides employed by the Department of Parks and Recreation

shall be computed on the basis of the normal work day for the employee, at the date on which the overtime work occurred, at a time and onehalf rate in cash.

ARTICLE XIX - LIFEGUARD PERSONNEL SENIORITY

Section 1.

A Lifeguard or Chief Lifeguard * shall receive credit for a full season if the Lifeguard or Chief Lifeguard works until the Lifeguard's or Chief Lifeguard's employment has been terminated by DPR, except that a Lifeguard or Chief Lifeguard shall not lose credit for the full season if (1) the Lifeguard or Chief Lifeguard is prevented by sickness or injury from completing the season and provides doctors lines prior to the end of the season, or (2) the Lifeguard or Chief Lifeguard must report to school prior to the end of the season and has provided DPR prior to starting work with the information on the school letterhead. Employees who replace those leaving for school shall not be credited with having worked a full season.

Section 2.

At the end of each employment season, the names of all lifeguard personnel ** who completed such season shall be entered upon a seniority list in an order determined by the date of their first appointment to the title/detail vacated by them on the expiration of such employment season; provided that the services rendered by such persons shall have been certified as satisfactory during such season by the Commissioner. Seniority as between persons who were first appointed to such title/detail on the same date, shall be determined by date of qualification, and if such qualification date is the same by mark or rating given during the immediately preceding employment season.

Lifeguards may be permitted to work week-ends for one summer only without losing or gaining seniority and salary rights for the following year. The rate of pay for the week-end shall be at the entry level for a lifeguard.

Such seniority list shall be established within one month after the close of such season and made available for inspection at the Lifeguard Training School. A copy of this list shall be sent to the Union.

End of season layoffs shall be on the basis of inverse seniority of each facility.

A communication shall be mailed by the DPR no later than March 15 of each year to each candidate on the seniority list established for the forthcoming employment season at the address on record at the DPR inquiring as to the availability of each such candidate for employment during such forthcoming season. A copy of the communications shall be mailed to District Council 37 no later than March 7 of each year. In order to preserve their seniority, each such candidate must notify the DPR in writing no later than April 15 of their availability for such forthcoming employment season, and must be available as required. Instructors at the Lifeguard Training School, in order to preserve their seniority (the date of original assignment to the duty of Instructor shall be used to be determined such seniority), must notify the DPR in writing no later than December 1 of their availability for such forthcoming employment season and must be available as required. A break in service resulting from a temporary physical disability, military service, time spent in a managerial title, on release for union activities pursuant to the terms of Executive Order No. 75, or on a recall list shall not result in loss of seniority.

* See Article I, Section 2(c) for definition.

** See Article I, Section 2(b) for definition.

Section 3. Assignments

All lifeguard personnel rehired shall have the right to return to their previous assignment, subject to sufficient appropriation therefore.

Lifeguard personnel shall be assigned to facilities on the basis of seniority and date of availability. The March 15th inquiry as to availability will be sent to all lifeguard personnel on the seniority list and will include a request for date of availability (for three (3) appointment dates) and preference as to facility and borough. Each reply received by April 15th, and each notification received by December 1 for employment as an Instructor, will be compared with the master seniority list and numbered. The DPR will have available a table of organization setting out the number of Lifeguards and Chief Lifeguards (including each detail thereof) to be appointed on each of the appointment dates. The applications for each appointment date will be slotted into available facilities and boroughs in the order of seniority. Any unfilled vacancies in the table of organization will be filled by new employees; failing that, they shall be filled by applicants seeking hourly work. The same procedure will be followed with respect to the second and third appointment dates.

Seasonal lifeguard personnel who fill a supervisory position on a temporary basis shall accrue no seniority while working in that position unless that position is available the following season on a full-time basis. Then, and only then, shall that period of time count toward seniority in the new position.

All lifeguard personnel in order to be eligible for Chief Lifeguard or details thereof (such as Lifeguard Lieutenant) must have worked during the previous seasons.

Section 4. Transfers

A request to transfer to a vacancy resulting from resignation, dismissal, promotion, or death, may be made by written request to the DPR. Such request shall be acted upon in order of seniority. Transfers shall be made at the discretion of the

DPR, after notice to and discussion with the Union except in cases of emergency. Transfers because of lack of personnel shall be made on the basis of inverse seniority, except in cases of emergency.

ARTICLE XX - RIGHTS TO REVIEW OR HEARING

Section 1. Lifeguard Personnel

a. The first season of employment as a Lifeguard or Chief Lifeguard * shall be deemed a probationary period; the first season of employment as an Instructor shall be deemed a probationary period for employment as an Instructor. However, all lifeguard personnel will be entitled to a hearing, by respective Division Heads, with regard to disciplinary action taken *during the season* against such employee. An adverse decision by such official will be reviewed by the Commissioner or his designated representative upon written request by an employee or the employee's representative filed within ten (10) calendar days of such decision. The decision of the Commissioner or the Commissioner's designated representative shall be final and binding.

The DPR shall, as soon as practicable after Labor Day or each year (after Memorial Day of each year for those employees as Instructors), notify those employees whose services during their probationary season have not been certified as satisfactory of such noncertification. A review of such non-certification by the Commissioner, or the Commissioner's designated representative, may be requested in writing by an employee or the employee's representative within one week of the receipt of such request or at a mutually agreed upon time. The decision of the Commissioner or the Commissioner's designated representative shall be final and binding.

* See Article I, Section 2(c) for definition.

b. In any case involving an employee with less than three (3) consecutive years but more than one (1) year as a Lifeguard or Chief Lifeguard * (including a person assigned as an Instructor), who has had written charges of incompetence or misconduct served upon him or her the following procedure shall govern:

Step A Following the service of written charges, a conference with such employee shall be held with respect to such charges by the Division Head. The employee may be represented at such conference by a representative of the Union. The person designated by the Commissioner of Parks and Recreation ("DPR Commissioner") to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

Step B If the employee is not satisfied with the decision of the Division Head, an appeal from such decision shall be made to the DPR Commissioner or the DPR Commissioner's designated representative. The appeal must be made in writing within five (5) working days of the receipt of the decision. The DPR Commissioner or the DPR Commissioner's representative shall meet with the employee and the Union for review of the appeal and shall issue a written reply to the employee and the union by the end of the tenth (10) working day following the day on which the appeal was filed. The DPR Commissioner or the DPR Commissioner's representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment.

Step C If the employee is not satisfied with the decision of the DPR Commissioner, such finding may be submitted to impartial *advisory* arbitration in accordance with procedures established by the Office of Collective Bargaining.

c. In any case involving an employee employed at least three consecutive years as a Lifeguard or Chief Lifeguard * (including a person assigned as an Instructor), who has had written charges of incompetence or misconduct served upon him or her the following procedure shall govern:

Step A Following the service of written charges, a conference with such employee shall be held with respect to such charges by the Division Head. The employee may be represented at such conference by a representative of the Union. The person designated by the Commissioner of Parks and Recreation ("DPR Commissioner") to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

Step B If the employee is not satisfied with the decision of the Division Head, an appeal from such decision shall be made to the DPR Commissioner or the DPR Commissioner's designated representative. The appeal must be made in writing within five (5) working days of the receipt of the decision. The DPR Commissioner or the DPR Commissioner's representative shall meet with the employee and the Union for review of the appeal and shall issue a written reply to the employee and the union by the end of the tenth (10) working day following the day on which the appeal was filed. The DPR Commissioner or the DPR Commissioner's representative shall have the power to impose the

discipline, if any, decided upon, up to and including termination of the accused employee's employment.

Step C If the employee is not satisfied with the decision of the DPR Commissioner or the DPR Commissioner's designated representative, the employee or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the decision of the DPR Commissioner or the DPR Commissioner's designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within ten (10) working days.

Step D If the employee is not satisfied with the decision of the Commissioner of Labor Relations, the Union with the consent of the employee may proceed to arbitration pursuant to the rules and procedures of the Office of Collective Bargaining.

* See Article I, Section 2(b) for definition.

Section 2. City Seasonal Aides

a. The first season of employment for City Seasonal Aides employed by the Department of Parks and Recreation ("seasonal personnel") shall be deemed a probationary season. The department shall as soon as practicable notify those employees whose services during their probationary season has not been certified as satisfactory. All seasonal personnel who have completed the previous season satisfactorily shall have preference for rehiring in the forthcoming season.

b. When a City Seasonal Aide who has completed one season and who has worked at least ninety (90) cumulative days in a seasonal capacity, is terminated, the employee or union representative may request a review by the designated representative of the Commissioner within ten (10) calendar days of such notification.

ARTICLE XXI - REST PERIODS AND READY ALERT

Section 1.

Lifeguard personnel * may be granted a 20-minute rest period in the morning and in the afternoon. Such rest period shall be granted only by an immediate superior who shall know at all times the whereabouts of those lifeguards on the rest periods. These rest periods are not to be used for preferential treatment. The lifeguard personnel granted a rest period may get out of uniform.

Section 2.

Conditions permitting, the highest ranking Chief Lifeguard on duty, or in the absence of a Chief Lifeguard, the Chief Lifeguard detailed as Lifeguard Lieutenant, may place Lifeguards on a ready-alert, during which time they shall remain within 30 feet of their assigned posts and be available for immediate response. They shall be in full uniform.

* See Article I, Section 2(b) for definition.

ARTICLE XXII - OUT-OF-TITLE WORK

Lifeguard personnel * shall respond to emergencies that endanger the public's health, welfare and safety at their assigned areas. There shall be no direct assignment of individuals or groups of lifeguard personnel to garbage or parking lot details, raking, painting, or handling baskets on a day-to-day basis, as punitive measures, or due to shortage of personnel.

Restrictions on out-of-title work will apply during regular seasons which commence one week before Memorial Day.

ARTICLE XXIII - LIFEGUARD PERSONNEL PRACTICES

Section 1.

A Lifeguard must have three seasons of satisfactory service to be eligible for detail as Lifeguard Lieutenant. A Chief Lifeguard detailed as Lifeguard Lieutenant must have two seasons of satisfactory service to be eligible for Chief Lifeguard. A Chief Lifeguard must have two seasons of satisfactory service as a Chief Lifeguard to be eligible to be detailed as a Borough Coordinator. A Chief Lifeguard detailed as Borough Coordinator must have two seasons of satisfactory service to be eligible for Assistant Coordinator or Lifeguard Coordinator.

Section 2.

The DPR will take immediate steps to fill job quotas.

Section 3.

Where Lifeguard personnel * are required to walk a considerable distance to their assigned posts, individual schedules will be adjusted to cover this time differential.

Section 4.

Where possible, the Department will grant lifeguard personnel * one (1) Sabbath day off each month.

Section 5.

The regularly scheduled work week shall consist of five days except that Lifeguard personnel* covered by this Agreement shall be granted the option, on a year-to-year basis, of working a fiveday or six-day week. The exercise of the option must be communicated in writing to DPR by October 1, so that it may be implemented in the following season. Failure to communicate shall mean that the work week shall remain unchanged from the previous season.

Section 6.

There shall be no discrimination against any employee because the employee has exercised the right of collective bargaining or because the employee has presented a grievance in any hearing or conference relating to such matter. Charges of violation of this Section shall be filed directly with the Commissioner who shall make appropriate determination after hearing and notice.

Section 7.

Employees shall receive copies of all material being added to their personnel files.

Section 8.

Physical and performance qualifications, once met, shall remain the same for each Lifeguard or Chief Lifeguard * thereafter.

Section 9.

After a Lifeguard, or Chief Lifeguard ** has exhausted all leave balances, DPR will protect the employee's assignment up to and including two weeks provided the employee who is unable to report to duty as scheduled as a result of job-incurred injury or personal illness has notified the employee's Borough Office of such inability not less than one hour prior to the time the employee was scheduled to report. The employee must fill out leave of absence forms. Doctor lines may be waived if the illness is less than three days.

Section 10.

The payroll office shall provide the Union monthly lists of all employees dropped from check-off due to retirement, resignation, change of status, or revocation.

Section 11.

When an employee employed at least one year as a Lifeguard or Chief Lifeguard ** is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- * See Article I, Section 2(b) for definition.
* See Article I, Section 2(c) for definition.

- a. Lifeguard personnel * who are summoned to the appropriate office of their agency shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- b. Whenever such Lifeguard personnel is summoned for an interview or hearing for the record which may lead to disciplinary action, the Lifeguard personnel shall be entitled to be accompanied by a Union representative or a lawyer, and he or she shall be informed of this right. Upon the request of the Lifeguard personnel, the Inspector General, in his or her discretion, may agree to the Lifeguard personnel being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the Lifeguard personnel shall be entitled to a copy.
- c. Whenever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

Section 12.

- a. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, the summoned employee shall be entitled, upon request, to a copy of any sworn statement the employee has given to an Inspector General or the Inspector General's designee or representative.
- b. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, an employee who has been notified that he or she has been the subject of said investigation, shall, upon the employee's request, be advised of its disposition.

ARTICLE XXIV - ANNUAL LEAVE

Lifeguard personnel * and City Seasonal Aides employed by the Department of Parks and Recreation ("seasonal personnel") shall accrue and use annual leave in accordance with the following procedure:

- * See Article I, Section 2(b) for definition.
** See Article I, Section 2(c) for definition.

Section 1.

The rate of accrual shall be in accordance with the terms and conditions set forth in the Citywide Agreement. Lifeguard and seasonal personnel shall not accrue more benefits than a per annum employee with the same length of continuous City service in the Department of Parks and Recreation ("DPR").

Section 2.

Upon completion of 120 consecutive calendar days in pay status, lifeguard and seasonal personnel shall be entitled to use accrued annual leave subject to the approval of DPR. Lifeguard and seasonal personnel who are in pay status less than 120 consecutive calendar days in their first season and who are reappointed in the next succeeding season shall be

deemed to have no break in service for purposes of meeting the 120 day requirement. Also, a Lifeguard or Chief Lifeguard shall not lose credit for the full season if (1) the Lifeguard or Chief Lifeguard is prevented by sickness or injury from completing the season and provides doctors lines prior to the end of the season, or (2) the Lifeguard or Chief Lifeguard must report to school prior to the end of the season and has provided DPR prior to starting work with the information on the school letterhead. However, lifeguard and seasonal personnel who fail to complete the season shall be held to have a break in service unless waived by the DPR.

Section 3.

Lifeguard personnel meeting the above 120 day requirement shall be entitled to payment in cash for all unused annual leave balances to their credit at the end of the season in which they meet said requirement and in every season of employment thereafter.

Section 4.

Seasonal personnel meeting the above 120 day requirement shall be entitled to payment in cash for all unused annual leave balances earned in their first year of service at the end of their second season of employment by DPR. Unused annual leave balances earned in their second year shall be credited to them at the beginning of their third consecutive year of employment. Payment in cash shall be made for all unused annual leave balances remaining at the end of the third season and in every season of employment thereafter.

ARTICLE XXV - JOINT COMMITTEE

Joint committees will be established to consult on life-saving equipment and facilities, police safety and uniforms. The DPR will make every effort to increase lifesaving equipment.

ARTICLE XXVI - DUES CHECK OFF

An employee duly electing check-off procedures shall be continued on check-off regardless of temporary, provisional assignment, or seasonal lay-off, provided there has been no revocation of authorization.

ARTICLE XXVII - LIFEGUARD JOB SECURITY PROVISIONS**Section 1. Definitions:**

- a. The term "lifeguard personnel" as used in these provisions shall be deemed to include Lifeguard and Chief Lifeguard (including all details thereof).
- b. Any reference in these provisions to "Chief Lifeguard" shall be deemed to include all details from Chief Lifeguard.
- c. Seniority shall be determined in accordance with the provisions of Article XIX of the 2008-2010 Seasonal Agreement.

Section 2. Notice:

- a. Where layoffs (other than the "end of season layoffs" referred to in Article XIX, Section 2 of the 2008-2010 Seasonal Agreement) are scheduled affecting lifeguard personnel in the Department of Parks and Recreation who are in *active pay status*, the following procedures shall apply:
 - i. Notice shall be provided by the Office of Labor Relations to the union not less than thirty (30) days before the effective dates of projected layoffs. Such notification shall include a summary by layoff unit (as defined in Section 3(a) below) of the number of affected positions by title and detail and shall also include the name, social security number, city start date, and title or detail start date of each affected employee.
 - ii. It is understood by the parties that such notice is considered to be preliminary and is subject to change during the 30 days notice period. However, if the number of lifeguard personnel contained in the original notice is increased beyond the number in the original notice, an additional 30 days notice will be given to the union covering solely such additional lifeguard personnel, except such additional 30 days notice shall not apply to employees displaced by the "bumping" provisions set forth herein. The parties may waive such additional notice by mutual consent.
 - iii. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the appropriate union with the objective of considering feasible alternatives to all or part of such scheduled layoffs. Prior to layoffs being implemented the Agency shall establish a list of lifeguard personnel who are in excess by title/detail in their facility. The Agency shall have the right to assign lifeguard personnel to any unencumbered vacancy, consistent with the employee's professional certification (i.e., Beach, Pool or Mini-Pool). Such assignments shall be made in title/detail in inverse seniority order within the employee's borough of assignment. Lifeguard personnel who are laid off or who are reassigned shall be

placed on a recall list for his/her original facility.

The Agency shall have the right to assign lifeguard personnel who are serving in a year-round citywide capacity to any appropriate unencumbered citywide vacancy in another borough, consistent with the employee's professional certification (i.e., Beach, Pool or Mini-Pool). Such assignments shall be made in title/detail in inverse seniority order within the employee's borough of assignment.

The Agency shall have the right to assign lifeguard personnel who are serving in a seasonal citywide capacity to any appropriate unencumbered citywide vacancy in another borough, consistent with the employee's professional certification (i.e., Beach, Pool or Mini-Pool). Such assignments shall be made in title/detail in inverse seniority order within the employee's borough of assignment.

- b. Where reductions are anticipated prior to the start of the season affecting lifeguard personnel in the Department of Parks and Recreation such that the number of available positions will result in an insufficient number of positions being available to permit all previously employed individuals to be rehired, in title/detail, the following procedures shall apply:
 - i. Notice shall be provided by the Office of Labor Relations to the union not less than thirty (30) days prior to the beginning of the season. Such notification shall include a summary by facility of the number of affected positions by title and detail and shall also include a copy of the seniority list established at the close of the previous season pursuant to Article XIX of the 2008-2010 Seasonal Agreement.
 - ii. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the appropriate union with the objective of considering feasible alternatives to all or part of such scheduled reductions. The Agency shall establish a list of lifeguard personnel who are in excess by title/detail in their facility. The Agency shall have the right to assign Lifeguard personnel to any unencumbered vacancy, consistent with the employee's professional certification (i.e. Beach, Pool or Mini-Pool). Such assignments shall be made in title/detail in inverse seniority order within the employee's borough of assignment. Lifeguard personnel who are not rehired or who are reassigned shall be placed on a recall list for his/her original facility.
- Section 3. Layoff Procedures (other than the "end of season layoffs"):**
- a. Layoffs of seasonal lifeguard personnel shall be by borough with each borough divided by type of facility (i.e., Beach, Pool and Mini-Pool). Each such borough subdivision shall be considered a layoff unit.
 - b. Notwithstanding Section 3(a), there shall be separate citywide layoff units for the following lifeguard personnel:
 - i. seasonal lifeguard personnel serving in a citywide capacity;
 - ii. year-round lifeguard personnel serving in a citywide capacity; and
 - iii. year-round lifeguard personnel who are facility based.
 - c. Layoffs shall be made within the layoff units on the basis of inverse seniority in each title/detail consistent with the employee's professional certification in each type of facility (i.e., Beach, Pool or Mini-Pool). Should a reduction in the number of Instructors occur, such reductions shall be made in inverse order of seniority, with the date of original assignment to the duty of Instructor to be used to determine such seniority.
 - d. **Order of Layoff:**
 - i. The layoff of **seasonal** lifeguard personnel in the same title/detail shall be made in inverse order of their date of appointment in each facility. Seniority among lifeguard personnel who were first appointed to a seasonal title/detail on the same date, shall be determined by original date of qualification, and if such original qualification date is the same by the application date in the first season. However, in the case of Lifeguard Instructor, the earliest date of original assignment to the duty of Instructor shall be used to determine a person's seniority for assignment as Instructor.
 - ii. The layoff of **year-round** lifeguard personnel in the same title/detail who

were appointed on a year-round basis in such year-round status, shall be made in inverse order of their original date of appointment to the year-round title/detail in which they are serving. Seniority among lifeguard personnel who were first appointed to a year-round title/detail on the same date, shall be determined by date of qualification in the season that they were first appointed to a year-round position, and if such qualification date is the same by the application date in the season prior to the season that they first obtained year-round status. However, in the case of Lifeguard Instructor, the earliest date of original assignment to the duty of Instructor shall be used to determine a person's seniority for assignment as Instructor.

e. Bumping Procedures:

- i. For the purposes of the following bumping procedures, the term "next lowest title/detail" shall include the initial displacement (bumping) and any necessary further successive bumping to lower title/detail(s).
- ii. Chief Lifeguards shall be entitled to displace lifeguard personnel serving in the next lowest title/detail within the same facility. Employees serving in the next lower title/detail shall be displaced ("bumped") in inverse seniority order. In the event there are no opportunities to "bump" down in the same facility, the affected employees may be assigned to an unencumbered vacancy in the same borough. For purposes of further "bumping", any employee who is "bumped" down to the next lowest title/detail shall be deemed senior to all employees in all lower titles/details who were not subject to "bumping", regardless of the length of service or location of such employees until they are reached on the recall list for their original position and have accepted or rejected reappointment.
- iii. Lifeguard personnel who are serving in a citywide year-round capacity shall be entitled to displace lifeguard personnel serving in the next lowest title/detail in the assignment and facility of their choice. Employees serving in the next lower title/detail shall be displaced ("bumped") in inverse seniority order. For purposes of further "bumping", any employee who is "bumped" down to the next lowest title/detail shall be deemed senior to all employees in all lower titles/details who were not subject to "bumping", regardless of the length of service or location of such employees, until they are reached on the recall list for their original position and have accepted or rejected reappointment.
- iv. Seasonal citywide lifeguard personnel serving in borough assignments shall be entitled to displace lifeguard personnel serving in the next lowest title/detail within the same borough. Employees serving in the next lower title/detail shall be displaced ("bumped") in inverse seniority order. For purposes of further "bumping", any employee who is "bumped" down to the next lowest title/detail shall be deemed senior to all employees in all lower titles/details who were not subject to "bumping", regardless of the length of service or location of such employees, until they are reached on the recall list for their original position and have accepted or rejected reappointment.
- v. Chief Lifeguards who have completed twenty years/seasons of service in a supervisory capacity (excluding time on a medical leave) who are subject to layoff shall be entitled to displace lifeguard personnel serving in the next lowest title/detail in the assignment and facility of their choice. Employees serving in the next lower title/detail shall be displaced ("bumped") in inverse seniority order. For purposes of further "bumping", any employee who is "bumped" down to the next lowest title/detail shall be deemed senior to all employees in all lower titles/details who were not subject to "bumping", regardless of the length of service or location of such employees, until they are reached on the recall list for their original position and have accepted or rejected reappointment.
- vi. Year-round lifeguard personnel (including those serving in a citywide capacity) who are "bumped" down to a lower title/detail shall be entitled, consistent with the employee's professional certification in each type of facility (i.e., Beach, Pool or Mini-Pool), to displace seasonal lifeguard personnel in the title/detail from which they were displaced, in seniority order, or the next lowest title/detail for the length of such seasonal vacancy. Such employees shall retain their standing on the year-

round recall list for the higher title/detail from which they were "bumped". If such employees are not recalled to the higher title/detail from which they were "bumped" on or before the date on which the seasonal vacancy expires, they shall be returned to the year-round position to which they were "bumped".

Section 4. Recall Procedures:

- a. In the event of layoffs (other than the "end of season layoffs") the Employer shall place the names of seasonal and year-round lifeguard personnel who were laid off or who were "bumped" into a lower title/detail on a separate recall lists for each affected title or detail. Such recall lists shall be specific to the layoff units (as defined in Section 3(a) above) where such layoffs or "bumping" occurred. The Agency shall use such lists for filling vacancies in the seasonal or year-round positions in the layoff unit from which the layoffs were made. Upon the occurrence of a vacancy in a layoff unit where a title/detail recall list remains in affect, individuals on such recall list shall be called for reinstatement in order of their original date of appointment to the title/detail.
- b. The eligibility for reinstatement from a recall list for seasonal lifeguard personnel shall continue for a period not to exceed four years from the date of the layoff from the year-round title/detail.
- c. Year-round lifeguard personnel shall be called for seasonal work, based on seniority consistent with seasonals, as well as remain on the recall list for year-round positions. The eligibility for reinstatement from a recall list for year-round lifeguard personnel shall continue for a period not to exceed four years from the date of the layoff from the year-round title/detail.
- d. A person reinstated from a recall list to his/her former title/detail shall receive at least the same salary he/she was receiving at the time of layoff.
- e. For the purposes of the provisions of Article XIX of the 2008-2010 Seasonal Agreement, time spent on a recall list does not constitute a break in service but does not count towards accruing additional seniority.
- f. Failure or refusal to accept reinstatement from recall lists shall result in removal from the recall list and a loss of all accumulated seniority. Persons removed from a recall list will not be entitled to any future preference in employment and shall be considered a new employee upon application for a position as a Lifeguard.
- g. Notwithstanding any other provision of these job security provisions, the Employer may disqualify for reinstatement and remove from a recall list the name of any eligible who is physically or mentally disabled for the performance of the duties of the position for which such list is established, or who has been guilty of such misconduct as would result in dismissal.
- h. It is the mutual objective of the union and the Agency to avoid unforeseen hardships. Therefore, there shall be consultation between the parties prior to any implementation of the above procedures.

WHEREFORE, we have hereunto set our hands this 18th day of July, 2012.

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

BY: _____ **FOR DISTRICT COUNCIL 37 & AFSCME, AFL-CIO**
JAMES F. HANLEY **LILLIAN ROBERTS**
 Commissioner of Labor Relations Executive Director

APPROVED AS TO FORM:

BY: _____
PAUL T. REPHEN
 Acting Corporation Counsel

DATE CERTIFIED TO THE FINANCIAL CONTROL BOARD: _____
UNIT: SEASONAL
TERM: March 3, 2008 to March 2, 2010

APPENDIX A

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 5 of the 2008-2010 Seasonal Agreement:

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the

applicable agency verifies that information.

2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
 - a. Time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization.
 - b. Time prior to a reinstatement.
 - c. Time not in pay status of 31 days or less.
 - d. Lifeguard personnel who fail to complete the season shall not lose credit for the full season nor be held to have a break in service if (1) the Lifeguard is prevented by sickness or injury from completing the season and provides doctors lines prior to the end of the season or (2) the Lifeguard must report to school prior to the end of the season and has provided DPR prior to starting work with the information on the school letterhead.

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

4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$3.07 longevity increment, the \$3.07 shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$3.07 longevity increment shall not become pensionable until fifteen months after the employee begins to receive such \$3.07 increment. Fifteen months after the employee begins to receive the \$3.07 longevity increment, such \$3.07 longevity increment shall become pensionable and as part of the employee's base rate, the \$3.07 longevity increment shall be subject to the general increases provided in Article III, Section 4(a) of this Agreement.

APPENDIX B

MEMORANDUM

August 31, 1978

TO: Andrew Lettieri, Director, Blue Collar Division DC - 37

FROM: Eloise Hirsh, Deputy Commissioner

RE: Lifeguards

It is the intention of the Department of Parks and Recreation to address in a systematic fashion the Lifeguard related problems which have been a source of difficulty for the last several years. We expect to address two main issues:

1. The question of continuity for Lifeguards needs during the non-season months.
2. The question of supervision and accountability of the Lifeguard corps during the season.

To this end we will implement a year-round Lifeguard Coordinator reporting directly to the Deputy Commissioner of Operations, who will be responsible for all year-round activities, including the school, ordering of supplies and equipment, and other Lifeguard related problems. For the summer of '79 season we will implement the program for the beaches and pools Lifeguards corps.

The program for the beaches and pools would consist of the following structure:

The basic first line structure will remain the same (i.e., lifeguards report to lieutenants who in turn report to chiefs).

For purposes of the program, a Borough Coordinator, appointed from the chief ranks, will be selected for each borough. With a beach facility (this Borough Coordinator will be chosen from the existing quota- no additional staff will be required). Chiefs at the beaches and pools will report to this Borough Coordinator and in turn the Borough Coordinator will report to the central Lifeguard Coordinator. For matters pertaining to Lifeguard issues within the borough, the Borough Lifeguard Coordinator will relate to the park manager. The central Lifeguard Coordinator will report to the Deputy Commissioner for Operations.

The Borough Coordinator will relate to the Principal Park Supervisor in charge of the beach or pool facility in a dotted line reporting relationship. The details of this structure will be worked out jointly by representatives of the Lifeguards, beach supervisor and maintenance operations.

cc: Carol Ingicco, Director of Maintenance & Operations

CHANGES IN PERSONNEL

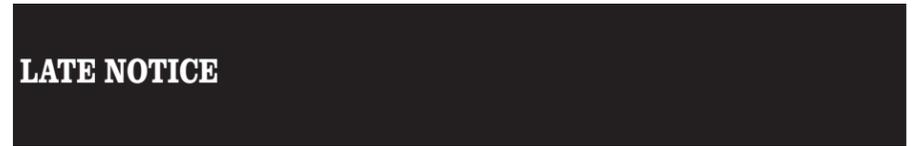
Table with columns: NAME, MARK, C, DEPARTMENT OF CITY PLANNING, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE. Includes entries for COX and Teachers Retirement System.

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE. CIVILIAN COMPLAINT REVIEW BD FOR PERIOD ENDING 07/06/12.

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE. POLICE DEPARTMENT FOR PERIOD ENDING 07/06/12. Extensive list of personnel changes.

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE. Continuation of personnel changes from the previous table.

• jy27



PARKS AND RECREATION

CONTRACT ADMINISTRATION

SOLICITATIONS

Construction / Construction Services

RECONSTRUCTION OF THE COMFORT STATIONS AND FACILITIES AT VARIOUS PARKS AND RECREATION LOCATIONS CITY WIDE - Competitive Sealed Bids -

PIN# 8462012C000C11 - DUE 08-27-12 AT 10:30 P.M.

Known as Contract# CNYG-612M. E-PIN: 84612B0102.

This procurement is subject to participation goals for MBEs and/or WBEs as required by Local Law 129 of 2005.

Bid documents are available for a fee of \$25.00 in the Blueprint Room, Room #64, Olmsted Center, from 8:00 A.M. to 3:00 P.M. The fee is payable by company check or money order to the City of NY, Parks and Recreation. A separate check/money order is required for each project.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Parks and Recreation, Olmsted Center, Room 64, Flushing Meadows Corona Park, Flushing, NY 11368. Juan Alban: (718) 760-6771; Juan.Alban@parks.nyc.gov

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