



# THE CITY RECORD

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## THE CITY RECORD

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## PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

### BROOKLYN BOROUGH PRESIDENT

#### PUBLIC HEARINGS

#### UNIFORM LAND USE REVIEW PROCEDURE

NOTICE IS HEREBY GIVEN that, pursuant to Sections 82 and 197-C of the New York City Charter, Borough President will hold a public hearing on the following matters in the **BP Conference Room, First Floor, Brooklyn Borough Hall, 209 Joralemon Street, Brooklyn, New York 11201, commencing at 5:00 P.M. on Tuesday, September 8, 2009.**

**CALENDAR ITEM**  
**CYPRESS VILLAGE**  
**371 VAN SICLEN AVENUE**  
**UDAAP - LAND DISPOSITION**  
**COMMUNITY DISTRICT 5**  
**100014 HAK**

In the matter of an application submitted by the Department of Housing Preservation and Development, pursuant to Article 16 of the General Municipal Law of New York State for the designation of property as an Urban Development Action Area and an Urban Development Action Area Project, and pursuant to Section 197-c of the New York City Charter for the disposition of property to a developer to be selected by HPD to facilitate the development of a four-story residential building, tentatively known as Cypress Village, with approximately eight condominium units to be developed under the Department of Housing Preservation and Development's Quality Housing Program. (100014 HAK)

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

s2-8

### CITY COUNCIL

#### PUBLIC HEARING

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

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

**SOCIAL SECURITY ADMINISTRATION PARKING**  
**BRONX CB - 6 N 090342 ZMX**  
Application submitted by the Department of Housing Preservation and Development, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of

the Zoning Map, Section No. 3d by:

1. eliminating within an R7-1 District a C1-4 District bounded by a line 100 feet northwesterly of Southern Boulevard, a line 70 feet southwesterly of East 176th Street, and a line 80 feet southeasterly of Trafalgar Place; and
2. establishing within an existing R7-1 District a C1-4 District bounded by:
  - a. Trafalgar Place, East 176th Street, a line 100 feet northwesterly of Southern Boulevard, and a line 70 feet southwesterly of East 176th Street; and
  - b. a line 80 feet southeasterly of Trafalgar Place, a line 100 feet northwesterly of Southern Boulevard, and East 175th Street;

as shown on the diagram (for illustrative purposes only) dated April 20, 2009.

**SOCIAL SECURITY ADMINISTRATION PARKING**  
**BRONX CB - 6 N 090343 HAX**  
Application submitted by the Department of Housing Preservation and Development (HPD):

1. pursuant to Article 16 of the General Municipal Law of New York State for:
  - a. the designation of property located at 906 and 916 East 176th Street (Block 2958, p/o Lots 106 and 109) and 907 East 175th Street (Block 2958, Lot 120) as an Urban Development Action Area; and
  - b. an Urban Development Action Area Project for such an area;

to facilitate accessory parking, in Community District 6.

**161ST STREET REZONING**  
**CITYWIDE N 090364 ZRY**  
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, establishing two new zoning districts: C6-3D and R9D and modifying related regulations.

Matter in underline is new, to be added;  
Matter in ~~strikeout~~ is to be deleted;  
Matter with # # is defined in Section 12-10;  
\* \* \* indicates where unchanged text appears in the Zoning Resolution

#### Article 1 General Provisions

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

#### 11-12 Establishment of Districts

R9	General Residence District
R9-1	General Residence District
R9A	General Residence District
R9D	General Residence District
R9X	General Residence District

C6-3	General Central Commercial District
C6-3A	General Central Commercial District
C6-3D	General Central Commercial District
C6-3X	General Central Commercial District

#### ARTICLE II RESIDENCE DISTRICT REGULATIONS Chapter 3 Bulk Regulations for Residential Buildings

#### in Residence Districts

#### 23-011 Quality Housing Program

(a) In R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X Districts, any #development# or #enlargement# shall comply with the applicable district #bulk# regulations as set forth in this Chapter and any #residential development#, #enlargement#, #extension# or conversion shall also comply with the requirements of Article II, Chapter 8 (Quality Housing Program). In R5D Districts, certain requirements of Article II, Chapter 8, shall apply as set forth in Section 28-01 (Applicability of this Chapter).

#### 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 23-52 (In Inclusionary Housing designated areas). The locations of such districts are specified in APPENDIX F 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 1, Brooklyn	R6 R6A R6B R7A
Community District 2, Brooklyn	R7A
Community District 3, Brooklyn	R7D
Community District 6, Brooklyn	R7-2
Community District 7, Brooklyn	R8A
Community District 3, Manhattan	R7A R8A R9A
Community District 6, Manhattan	R10
Community District 7, Manhattan	R9A
Community District 2, Queens	R7X

#### 23-145 For residential buildings developed or enlarged pursuant to the Quality Housing Program

R6 R7 R8 R9 R10  
In the districts indicated, the maximum #lot coverage# and the maximum #floor area ratio# for any #residential building# on a #zoning lot developed# or #enlarged# pursuant to the Quality Housing Program shall be as set forth in the following table and the maximums for #developments#, or #enlargements# where permitted, located within 100 feet of a #wide street# in R6, R7 or R8 Districts without a letter suffix outside the #Manhattan Core#, shall be as designated by the same district with an asterisk. In an R6 District inside the #Manhattan Core# located within 100 feet of a #wide street#, the maximums shall be indicated by the same district with a double asterisk.

#### MAXIMUM LOT COVERAGE AND FLOOR AREA RATIO FOR QUALITY HOUSING BUILDINGS (in percent)

District	Maximum #Lot Coverage#		Maximum #Floor Area Ratio#
	#Corner Lot#	#Interior Lot# or #Through Lot#	
R6	80	60	2.20
R6**	80	60	2.43
R6* R6A R7B	80	65	3.00
R6B	80	60	2.00
R7	80	65	3.44
R7* R7A	80	65	4.00
R7D	80	65	4.20
R7X	80	70	5.00
R8 R8A R8X	80	70	6.02
R8*	80	70	7.20
R8B	80	70	4.00
R9 R9A	80	70	7.52
R9X R9D	80	70	9.00
R10	100	70	10.00

#### 23-532 Required rear yard equivalents

However, in #lower density growth management areas# and in R5D, R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A and R10X Districts, and for #buildings developed# or #enlarged# pursuant to the Quality Housing

Program in other R6 through R10 Districts, on any #through lot# at least 180 feet in maximum depth from #street# to #street#, a #rear yard equivalent# shall be provided only as set forth in paragraph (a) of this Section.

\* \* \*

23-621 Permitted obstructions in certain districts

R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X

(c) In the districts indicated, and for #buildings developed# or #enlarged# pursuant to the Quality Housing Program in other R6, R7, R8, R9 and R10 Districts, the permitted obstructions set forth in Section 23-62 shall apply to any #building# or other structure#.

\* \* \*

23-633 Street wall location and height and setback regulations in certain districts

R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X

In the districts indicated, #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) #Street wall# location R6A R7A R7D R7X R9D (1) In the districts indicated, and for #buildings developed# or #enlarged# pursuant to the Quality Housing Program on #wide streets# in R6 or R7 Districts without a letter suffix, the #street wall# of any #development# or #enlargement# shall be located no closer to the #street line# than the closest #street wall# of an existing #building# to such #street line#.

(b) Setback regulations R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X In the districts indicated, and for #buildings developed# or #enlarged# pursuant to the Quality Housing Program in other R6, R7, R8, R9 and R10 Districts, setbacks are required for all portions of #buildings# that exceed the maximum base height specified in the table in this Section.

(1) At a height not lower than the minimum base height or higher than the maximum base height specified in the table in this Section, 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) On #narrow streets#, where a #street wall# is required to be located further than 10 feet from a #street line# in accordance with paragraph (a) of this Section, the depth of the required setback above the minimum base height may be reduced one foot for every foot that the #street wall# is required to be located beyond 10 feet of the #street line#, but in no event shall a setback less than 10 feet in depth be provided above the minimum base height.

(3) 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#.

(4) In R9D Districts, for #developments# or #enlargements# that front upon an elevated rail line, at a height between grade level and 25 feet, a setback with a depth of at least 20 feet shall be provided from the #street line# fronting on such elevated rail line.

(c) Maximum building height No #building# or other structure# shall exceed the maximum building height specified in the table in this Section, except as otherwise provided below:

R9D R10X

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 23-651), above a height of 85 feet above the #base plane#, is hereinafter referred to as a tower.

(Permitted obstructions in certain districts) shall not be included in tower coverage. Such tower or towers may exceed a height limit of 85 feet above the #base plane# provided:

(1) at all levels, such tower is set back from the #street wall# of a base at least 15 feet along 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#;

(2) the base of such tower complies with the #street wall# location provisions of paragraph (a) of this Section and the setback provisions of paragraph (b) of this Section; and

(3) 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.

Dormers permitted within a required setback area pursuant to Section 23-621 (Permitted obstructions in certain districts) shall not be included in tower coverage.

(4) In R9D 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.

(5) In R9D 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.

R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X

(d) Additional regulations In the districts indicated, and for #buildings developed# or #enlarged# pursuant to the Quality Housing Program in other R6, R7, R8, R9 and R10 Districts, the following additional regulations shall apply:

(5) In R9D 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 23-44 (Permitted Obstructions in Required Yards or Rear Yard Equivalents).

R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X

MINIMUM BASE HEIGHT, MAXIMUM BASE HEIGHT AND MAXIMUM BUILDING HEIGHT

Table with 4 columns: District, Minimum Base Height, Maximum Base Height, Maximum Building Height. Rows include R6B, R6A, R7A, R7D, R7X, R8B, R8X, R9A, R9D, R9X, R10A, R10X.

#del1 Refers to that portion of a district which is within 100 feet of a #wide street#. #del2 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#. #del3 Core refers to #Manhattan Core#. #del4 #Buildings# may exceed a maximum base height of

85 feet in accordance with paragraph (c) of this Section.

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

\* \* \*

23-663 Required rear setbacks for tall buildings in other districts

R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X

(b) In the districts indicated, and for #buildings developed# or #enlarged# pursuant to the Quality Housing Program in other R6 through R10 Districts, no portion of a #building# that exceeds the applicable maximum base height specified in Section 23-633 (Street wall location and height and setback regulations in certain districts) shall be nearer to a #rear yard line# than 10 feet.

In the case of a #through lot# on which a #rear yard equivalent# is provided as set forth in paragraph (a) of Section 23-533, the requirements of this Section shall apply as if such #rear yard equivalent# were two adjoining #rear yards#. If a #rear yard equivalent# is provided as set forth in paragraph (b) of Section 23-533, the requirements of this Section shall not apply.

\* \* \*

23-90 INCLUSIONARY HOUSING

\* \* \*

23-952 Floor area compensation in Inclusionary Housing designated areas

The provisions of this Section shall apply in #Inclusionary Housing designated areas# set forth in APPENDIX F of this Section.

The #residential floor area# of a #zoning lot# may not exceed the base #floor area ratio# set forth in the following table in this Section, except that such #floor area# may be increased on a #compensated zoning lot# by 1.25 square feet for each square foot of #low income floor area# provided, up to the maximum #floor area ratio# specified in the table. However, the amount of #low income floor area# required to receive such #floor area compensation# need not exceed 20 percent of the total #floor area#, exclusive of ground floor non-#residential floor area#, on the #compensated zoning lot#.

Maximum Residential Floor Area Ratio

Table with 3 columns: District, Base #floor area ratio#, Maximum #floor area ratio#. Rows include R6B, R6\*, R6\*\*, R7A, R7D, R7X, R8, R9, R9A, R9D, R10.

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

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

\* \* \*

Chapter 4 Bulk Regulations for Community Facility Buildings in Residence Districts

\* \* \*

24-011 Quality Housing Program

In R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X 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 applicable provisions of Article II, Chapter 8. In R5D Districts, certain provisions of Article II, Chapter 8, shall apply as set forth in Section 28-01 (Applicability of this Chapter).

\* \* \*

24-11 Maximum Floor Area Ratio and Percentage of Lot Coverage

\* \* \*

In R9A, R9D, R9X, R10A and R10X Districts, the bonus provisions of Sections 24-14 (Floor Area Bonus for a Public Plaza) and 24-15 (Floor Area Bonus for Arcades) shall not apply and the maximum #floor area ratio# shall not exceed that set forth in the following table:

MAXIMUM FLOOR AREA AND MAXIMUM LOT COVERAGE

Table with 4 columns: #Floor Area Ratio#, #Corner Lot#, #Interior Lot# or #Through Lot#, District. Rows include R1, R2, R3, R4, R5, R5A, R5B, R6, R6A, R5D, R6B, R7-1, R7-2, R7A, R7D, R7B.

5.00	80	70	R7X
6.50	75	65	R8
6.50	80	70	R8A
4.00	80	70	R8B*
6.00	80	70	R8X
10.00	75	65	R9
7.50	80	70	R9A
<u>9.00</u>	<u>80</u>	<u>70</u>	<u>R9D</u>
9.00	80	70	R9X
10.00	75	65	R10
10.00	100	70	R10A R10X

**24-111**  
Maximum floor area ratio for certain community facility uses

R3 R4 R5 R6 R7 R8 R9  
(b) In the districts indicated, for any #zoning lot# containing nursing homes, health-related facilities or domiciliary care facilities for adults, each of which have secured certification by the appropriate governmental agency, sanitariums or philanthropic or non-profit institutions with sleeping accommodations as listed in Use Group 3, the allowable #floor area ratio# shall not exceed the maximum #floor area ratio# as set forth in the following table, except where the permissible #floor area ratio# is modified pursuant to Section 74-902 (Bulk modifications for certain community facility uses).

The provisions of paragraph (b) of this Section are not applicable in R8B Districts in Community Board 8 in the Borough of Manhattan.

MAXIMUM FLOOR AREA RATIO FOR CERTAIN COMMUNITY FACILITIES

District	Maximum #Floor Area Ratio# Permitted
R3	0.50
R4	0.75
R5 R5A R5B	1.27
R5D R6B	2.00
R6	2.43
R6A R7B	3.00
R7	3.44
R7D	4.20
R7X	5.00
R7A R8B	4.00
R8 R8A	6.02
R8X	6.00
R9	7.52
R9A	7.5
<u>R9D</u>	<u>9.00</u>
R9X	9.00

**24-164**  
Location of open space for residential portion

R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X  
(b) In the districts indicated, and for #buildings# in which the #residential# portion is #developed#, or #enlarged# where permitted, pursuant to the Quality Housing Program in other R6, R7, R8, R9 or R10 Districts, the provisions of Section 28-30 (RECREATION SPACE AND PLANTING AREAS) shall apply.

**24-351**  
Special provisions applying along district boundaries

R6 R7 R8 R9 R10  
In the districts indicated, if the boundary of an adjoining R1, R2, R3, R4 or R5 District coincides with a #side lot line# of a #zoning lot#, a #side yard# at least eight feet wide shall be provided along such boundary within the districts indicated. In addition, the requirements for R6B Districts in Section 23-633 (Street wall location and height and setback regulations in certain districts) shall apply to any portion of a #building# located within 25 feet of the boundary of an R1, R2, R3, R4, R5 or R6B District if the #building# that contains such portion is:

- (a) within an R6A, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X District; or
- (b) within an R6, R7, R8, R9 or R10 District, without a letter suffix, and any portion of the #zoning lot# is #developed# pursuant to the Quality Housing Program.

**24-381**  
Excepted through lots

R5D R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X  
(b) In the districts indicated, and in other R6, R7, R8, R9 and R10 Districts where the #residential# portion of a #building# is #developed# or #enlarged# pursuant to the Quality Housing Program, no #rear yard# regulations shall apply to any #zoning lot# that includes a #through lot# portion that is contiguous on one side to two #corner lot# portions, and such #zoning lot# occupies the entire #block# frontage of a #street#.

**24-382**  
Required rear yard equivalents

However, in R5D, R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A and R10X Districts, and in other R6 through R10 Districts where the #residential# portion of a #building# is #developed# or #enlarged# pursuant to the Quality Housing Program, on any #through lot# at least 180 feet in depth from #street to street#, a #rear yard equivalent# shall be provided only as set forth in paragraph (a) of this Section.

**24-522**  
Front setbacks in districts where front yards are not required

R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X

(b) In the districts indicated, for any #development# or #enlargement#, the provisions of this Section, Section 24-53 (Alternate Front Setbacks) and Section 24-54 (Tower Regulations) shall not apply. In lieu thereof, the provisions of Section 23-60 (HEIGHT AND SETBACK REGULATIONS) shall apply.

**24-552**  
Required rear setbacks for tall buildings

R6A R6B R7A R7B R7D R7X R8A R8B R8X R9A R9D R9X R10A R10X

(b) In the districts indicated, for any #development# or #enlargement#, and for #buildings# in which the #residential# portion is #developed# or #enlarged# pursuant to the Quality Housing Program in other R6 through R10 Districts, no portion of a #building# that exceeds the maximum base height specified in the table in Section 23-633 shall be nearer to a #rear yard line# than 10 feet.

**Chapter 8**  
The Quality Housing Program

**28-01**  
Applicability of this Chapter  
The Quality Housing Program is a specific set of standards and requirements for #buildings# containing #residences#. In R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X, R10A or R10X Districts, and in the equivalent #Commercial Districts# listed in Sections 34-111 and 34-112, some of these standards and requirements are mandatory for the #development#, #enlargement#, #extension# of, or conversion to any #residential use# other than #single-# or #two-family residences#. In R5D Districts, only the requirements set forth in Sections 28-12 (Street Tree Planting), 28-23 (Refuse Storage and Disposal), 28-33 (Planting Areas) and 28-53 (Location of Accessory Parking) shall apply.

**ARTICLE III**  
COMMERCIAL DISTRICT REGULATIONS

**Chapter 2**  
Use Regulations

**32-656**  
Height of signs above roof  
C1 C2 C3 C4 C5 C6-1 C6-2 C6-3 C6-4 C6-6 C6-8 C6-9  
In the districts indicated, no #sign# displayed from the wall of a #building# or other structure# shall extend above the parapet wall or roof of such #building# or other structure#, except that a vertical #sign#, the horizontal width of which, parallel to the wall, does not exceed 28 inches, may extend no higher than 15 feet above the roof level.

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

C4-5D C6-3D  
In all C4-5D Districts the districts indicated and in C2 Districts mapped within R7D or R9D Districts, #uses# on the ground floor or 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 the ground floor 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 (date of enactment), 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.

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

**33-12**  
Maximum Floor Area Ratio

C1 C2 C3 C4 C5 C6 C7 C8  
In addition, the following limitations on maximum permitted #floor area# shall apply:  
C1-8A C1-8X C1-9A C2-7A C2-7X C2-8A C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-3X C6-4A  
(a) In contextual Commercial Districts  
In the districts indicated, and in C1 and C2 Districts mapped within R9A, R9D, R9X, R10A or R10X Districts, no #floor area# bonuses are

permitted.  
\* \* \*  
**33-121**  
In districts with bulk governed by Residence District bulk regulations  
C1-1 C1-2 C1-3 C1-4 C1-5 C2-1 C2-2 C2-3 C2-4 C2-5  
In the districts indicated, the maximum #floor area ratio# for a #commercial# or #community facility building# is determined by the #Residence District# within which such #Commercial District# is mapped and shall not exceed the maximum #floor area ratio# set forth in the following table:

MAXIMUM FLOOR AREA RATIO			
District	For #Commercial Buildings#	For #Community Facility Buildings#	For #Buildings# Used for Both #Commercial# and #Community Facility Uses#
R1 R2	1.00	0.50	1.00
R3-1 R3A R3X	1.00	1.00	1.00
R3-2	1.00	1.60	1.60
R4 R5	1.00	2.00	2.00
R5D R6B	2.00	2.00	2.00
R6A R7B	2.00	3.00	3.00
R7A R8B	2.00	4.00*	4.00
R7D	2.00	4.20	4.20
R6 R7-1	2.00	4.80	4.80
R7X	2.00	5.00	5.00
R7-2 R8	2.00	6.50	6.50
R8X	2.00	6.00	6.00
R9	2.00	10.00	10.00
R9A	2.00	7.5	7.5
<u>R9D</u>	<u>2.00</u>	<u>9.00</u>	<u>9.00</u>
R9X	2.00	9.00	9.00
R10	2.00	10.00	10.00

**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 #commercial building# 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 C4-5A C4-5X C5-1	4.00
C4-5D	4.20
C8-4	5.00
C6-1 C6-2 C6-3	6.00
<u>C6-3D</u>	<u>9.00</u>
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 #community facility building#, or for a #building# used for 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 C4-5A	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 C4-4C -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

**33-283**  
Required rear yard equivalents  
C1 C2 C3 C4-1 C7 C8-1 C8-2 C8-3  
In the districts indicated, on any #through lot# 110 feet or more in maximum depth from #street# to #street#, one of the following #rear yard equivalents# shall be provided:

- (a) an open area with a minimum depth of 40 feet midway (or within five feet of being midway) between the two #street lines# upon which such #through lot# fronts. In C1-6A, C1-7A, C1-8X, C1-9A, C2-6A, C2-7X, C2-8A and in C1 and C2 Districts mapped within R5D, R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R9X or R10 Districts, a #rear yard equivalent# shall be provided only as set forth in this paragraph; or

**33-294**  
Other 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 C4-5A 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).

\* \* \*

33-431 In C1 or C2 Districts with bulk governed by surrounding Residence District

\* \* \*

C1-1 C1-2 C1-3 C1-4 C1-5 C2-1 C2-2 C2-3 C2-4 C2-5 (b) In the districts indicated, when mapped within R6A, R6B, R7A, R7B, R7D, R7X, R8A, R8B, R8X, R9A, R9D, R10A or R10X Districts, 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.

\* \* \*

33-432 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 C4-5A 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.

\* \* \*

33-492 Height limitations for narrow buildings or enlargements

C1-6 C1-7 C1-8 C1-9 C2-6 C2-7 C2-8 C4-4D 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 R7-2, R7D, R7X, R8, R9 and R10 Districts, if the width of the #street wall# of a new #building# or the #enlarged# portion of an existing #building# is 45 feet or less, the provisions of Section 23-692 (Height limitations for narrow buildings or enlargements) shall apply to such new or #enlarged building#.

\* \* \*

Chapter 4 Bulk Regulations for Residential Buildings in Commercial Districts

\* \* \*

34-011 Quality Housing Program

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, C4-5A, 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).

\* \* \*

34-112 Residential bulk regulations in other C1 or C2 Districts or in C3, C4, C5 or C6 Districts

C1-6 C1-7 C1-8 C1-9 C2-6 C2-7 C2-8 C3 C4 C5 C6 In the districts indicated, the applicable #bulk# regulations are the #bulk# regulations for the #Residence Districts# set forth in the following table:

Table with 2 columns: Districts, Applicable #Residence District#. Rows include C3, C4-1, C4-2 C4-3 C6-1A, C4-2A C4-3A, C1-6 C2-6 C4-4 C4-5 C6-1, C1-6A C2-6A C4-4A C4-5A, C4-5D, C4-5X, C1-7 C4-2F C6-2, C1-7A C4-4D C6-2A, C1-8 C2-7 C6-3, C1-8A C2-7A C6-3A, C6-3D, C1-8X C2-7X C6-3X, C1-9 C2-8 C4-6 C4-7 C5 C6-4 C6-5 C6-6 C6-7 C6-8 C6-9, C1-9A C2-8A C4-6A C4-7A, C5-1A C5-2A C6-4A, C6-4X.

Chapter 5 Bulk Regulations for Mixed Buildings in Commercial Districts

\* \* \*

35-011 Quality Housing Program

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, C4-5A, 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 #mixed building# shall comply with all of the regulations of Article II, Chapter 8 (Quality Housing Program), and the entire #building# shall comply with the applicable provisions of Article II, Chapter 8. In C1 and C2 Districts mapped within R5D Districts, #mixed buildings# shall comply with certain regulations of Article II, Chapter 8, as set forth in Section 28-01 (Applicability of this Chapter).

\* \* \*

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 C4-5A 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 #mixed 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 to such #mixed building#.

Table with 2 columns: Applicable #Residence District#, District. Rows include R6A, R7A, R7D, R7X, R8A, R9A, R9D, R9X, R10A, R10X.

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 C4-5A 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 in other #Commercial Districts# where the #residential# portion of a #mixed building# is #developed# or #enlarged# pursuant to the Quality Housing Program, #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#.

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 C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-3X C6-4A C6-4X

(a) Permitted obstructions

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 in other #Commercial Districts# where the #residential# portion of a #mixed building# is #developed# or #enlarged# pursuant to the Quality Housing Program, the permitted obstructions set forth in Section 33-42 shall apply to any #building# or other structure#. In addition, a dormer may be allowed as a permitted obstruction within a required setback area. Such dormer may exceed a maximum base height specified for such district provided that, on any #street# frontage, the aggregate width of all dormers at the maximum base height does not exceed 60 percent of the length of the #street wall# of the highest #story# entirely below the maximum base height. For each foot of height above the maximum base height, the aggregate width of all dormers shall be decreased by one percent of the #street wall# width of the highest #story# entirely below the maximum base height.

\* \* \*

(b) #Street wall# location 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 in other C1 or C2 Districts with a #residential# equivalent of an R8, R9 or R10 District where the #residential# portion of a #mixed building# is #developed# or #enlarged# pursuant to the Quality Housing Program, 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) For #developments# that occupy the entire #block# frontage of a #street# and

provide a continuous sidewalk widening along such #street line#, the boundary of the sidewalk widening shall be considered to be the #street line# for the purposes of this Section.

The preceding #street wall# provisions shall not apply along #narrow streets# beyond 50 feet of their intersection with a #wide street#, nor along any #street frontage# of a #zoning lot# occupied by existing #buildings#.

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 in other C4, C5 or C6 Districts with a #residential# equivalent of an R8, R9 or R10 District where the #residential# portion of a #mixed building# is #developed# or #enlarged# pursuant to the Quality Housing Program, 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#.

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 C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-3X C6-4A C6-4X

(c) Setback regulations

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 in other #Commercial Districts# where the #residential# portion of a #mixed building# is #developed# or #enlarged# pursuant to the Quality Housing Program, all #developments# or #enlargements# shall comply with the following provisions:

(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 #developments# or #enlargements# 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 for such #developments# or #enlargements# 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 #development# or #enlargement# 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.

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

C6-3D C6-4X

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:

- (1) at all levels, such tower is set back from the #street wall# of a base at least 15 feet along 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#;
(2) 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
(3) 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.

(4) 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.

(5) 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.

Dormers permitted within a required setback area pursuant to paragraph (a) of this Section shall not be included in tower #lot coverage#.

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 C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-3X C6-4A C6-4X

(e) Additional regulations

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 in other #Commercial Districts# where the #residential# portion of a #mixed building# is #developed# or #enlarged# pursuant to the Quality Housing Program, the following additional provisions shall apply to all #developments# or #enlargements#:

(5) 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).

TABLE A
HEIGHT AND SETBACK FOR BUILDINGS
IN CONTEXTUAL DISTRICTS

Table with 4 columns: District, Minimum Base Height, Maximum Base Height, Maximum Building Height. Rows include districts like C1 or C2 mapped in R6B, C4-2A C4-3A, C1 or C2 mapped in R7B, C1-6A C2-6A C4-4A C4-5A, C1 or C2 mapped in R7D, C1 or C2 mapped in R7X, C1 or C2 mapped in R8B.

Table with 4 columns: District, Minimum Base Height, Maximum Base Height, Maximum Building Height. Rows include districts like C1 or C2 mapped in R8A, C1-7A C4-4D C6-2A, C1 or C2 mapped in R8X, C1 or C2 mapped in R9A\*\*, C1-8A\*\* C2-7A\*\* C6-3A\*\*, C1 or C2 mapped in R9A\*, C1-8A\* C2-7A\* C6-3A\*, C1 or C2 mapped in R9D, C6-3D, C1 or C2 mapped in R9X\*\*, C1-8X\*\* C2-7X\*\* C6-3X\*\*, C1 or C2 mapped in R9X\*, C1-8X\* C2-7X\* C6-3X\*, C1 or C2 mapped in R10A\*\*, C1-9A\*\* C2-8A\*\* C4-6A\*\*, C4-7A\*\* C5-1A\*\* C5-2A\*\*, C6-4A\*\*, C1 or C2 mapped in R10A\*, C1-9A\* C2-8A\* C4-6A\*, C4-7A\* C5-1A\* C5-2A\*, C6-4A\*, C1 or C2 mapped in R10X, C6-4X.

\* 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.

35-31
Maximum Floor Area Ratio for Mixed Buildings
C1 C2 C3 C4 C5 C6

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

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

In the designated areas set forth in Section 23-922 (#Inclusionary Housing designated areas#), except within Waterfront Access Plan BK-1, and in Community District 1, Brooklyn, in R6 Districts without a letter suffix, the maximum #floor area ratio# permitted for #zoning lots# containing #residential# and #commercial# or #community facility uses# shall be the base #floor area ratio# set forth in Section 23-942 for the applicable district. However, in #Inclusionary Housing designated areas# mapped within C4-7, C5-4, C6-3D and C6-4 districts, the maximum base #floor area ratio# for #zoning lots# containing #residential# and #commercial# or #community facility uses# shall be either the base #floor area ratio# set forth in Section 23-942 plus an amount equal to 0.25 times the non-#residential floor area ratio# provided on the #zoning lot#, or the maximum #floor area ratio# for #commercial uses# in such district, whichever is lesser.

Such The maximum base #floor area ratio# in #Inclusionary Housing designated areas# may be increased to the maximum #floor area ratio# set forth in such Section 23-942 only through the provision of #lower income housing# pursuant to Section 23-90 (INCLUSIONARY HOUSING).

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

Article III
Chapter 6
Accessory Off-Street Parking and Loading Regulations

36-52
Size and Location of Spaces

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 C4-5A C4-5D C4-5X C4-6A C4-7A C5-1A C5-2A C6-2A C6-3A C6-3D C6-4A C6-4X

(b) Location of parking spaces in certain districts

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, #accessory# off-street parking spaces shall not be located between the #street wall# of a #building# and any #street line# that is coincident with the boundary of a #Commercial District# mapped along an entire blockfront. Where a #zoning lot# is bounded by more than one #street line# that is coincident with the boundary of a #Commercial District# mapped along an entire blockfront, this provision need not apply along more than one #street line#.

Article III
Chapter 7
Special Urban Design Regulations

37-38
Sidewalk Widening in Certain Districts

C6-3D
In the district indicated, and in C1 or C2 districts mapped within an R9D district, for #developments# or #enlargements# on #zoning lots# fronting upon #wide

streets#, or fronting upon #narrow streets# that include an elevated rail line, sidewalks, with a minimum depth of 20 feet measured perpendicular to the curb of the #street#, shall be provided along such entire #street# frontages of the #zoning lot#. In locations where the width of the sidewalk within the #street# is less than 20 feet, a sidewalk widening shall be provided on the #zoning lot# so that the combined width of the sidewalk within the #street# and the sidewalk widening equals 20 feet. However, existing #buildings# to remain on the #zoning lot# need not be removed in order to comply with this requirement. All sidewalk widenings 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. In addition, the provisions of paragraph (f) of Section 37-53 (Design Standards for Pedestrian Circulation Spaces), subparagraphs (2) through (5) shall apply.

37-40
OFF-STREET RELOCATION OR RENOVATION OF A SUBWAY STAIR

Where a #development# or #enlargement# is constructed on a #zoning lot# of 5,000 square feet or more of #lot area# that fronts on a portion of a sidewalk containing a stairway entrance or entrances into a subway station located within the #Special Midtown District# as listed in Section 81-46, the #Special Lower Manhattan District# as listed in Section 91-43, the #Special Downtown Brooklyn District# as listed in Section 101-43, the #Special Union Square District# as listed in Section 118-60 and those stations listed in the following table, the existing entrance or entrances shall be relocated from the #street# onto the #zoning lot#. The new entrance or entrances\* shall be provided in accordance with the provisions of this Section.

A relocated subway stair or a subway stair that has been renovated in accordance with the provisions of Section 37-50 (REQUIREMENTS FOR PEDESTRIAN CIRCULATION SPACE) may be counted as pedestrian circulation space pursuant to Section 37-50.

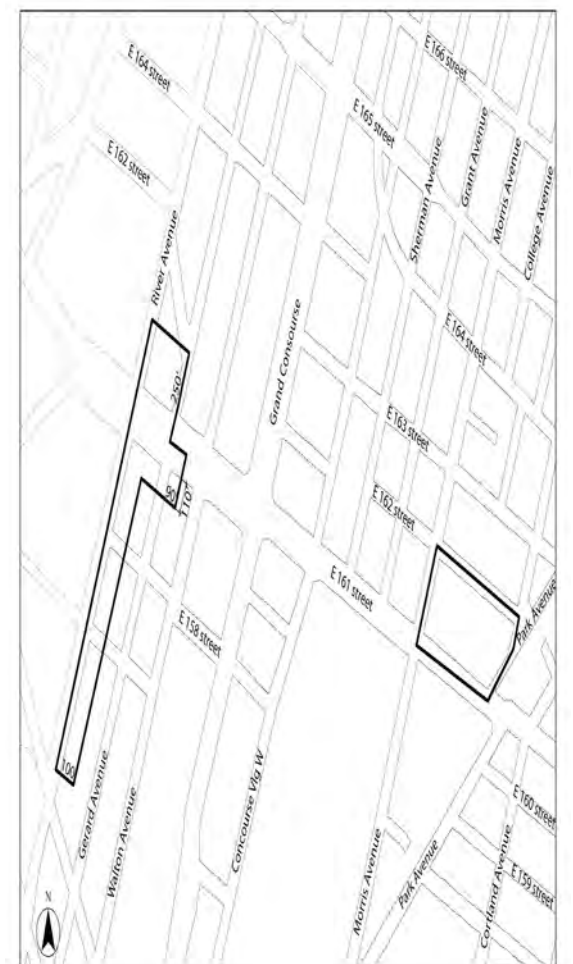
Table with 2 columns: Station, Line. Rows include 8th Street (BMT-Broadway), 23rd Street (BMT-Broadway), 23rd Street (IRT-Lexington Ave.), 28th Street (IRT-Lexington Ave.), 33rd Street (IRT-Lexington Ave.), 34th Street (IND-8th Avenue), 59th Street (IRT-Lexington Ave.), Lexington Avenue-60th St. (BMT-Broadway), 161st Street (IND-6th Avenue).

\* Provision of a new subway entrance or entrances pursuant to the requirements of this Section may also require satisfaction of additional obligations under the Americans for Disabilities Act of 1990 (ADA), including the ADA Accessibility Guidelines. The New York City Transit Authority should be consulted with regard to any such obligations.

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#.

In the R8A and R9D Districts within the areas shown on the following Map 2:



Portion of Community District 4, The Bronx

\* \* \*

**161ST STREET REZONING**

**BRONX CB - 4 C 090365 ZMX**

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. 3b and 6a:

amended by changing the Zoning Map, Section Nos.3b and 6a:

1. eliminating from within an existing R7-1 District a C1-4 District bounded by Morris Avenue a line 100 feet northeasterly of East 161st Street, a line 100 feet southeasterly of Morris Avenue, and East 161st Street;
2. eliminating from within an existing R8 District a C1-4 District bounded by River Avenue, a line 250 feet northeasterly of East 161st Street, East 162nd Street, Gerard Avenue, East 161st Street, a line midway between Gerard Avenue and Walton Avenue, a line 100 feet southwesterly of East 161st Street, a line midway between River Avenue and Gerard Avenue, and a line 150 feet northeasterly of East 158th Street;
3. changing from an R7-1 District to an R8A District property bounded by East 162nd Street and its southeasterly prolongation, Park Avenue, East 161st Street, and Morris Avenue;
4. changing from an R8 District to a C6-2 District property bounded by East 161st Street, Concourse Village West, a line 50 feet northeasterly of East 159th Street, and a line 100 feet northwesterly of Concourse Village West;
5. changing from a C4-6 District to a C6-2 District property bounded by a line 140 feet northeasterly of East 161st Street, Sheridan Avenue, East 161st Street, and a line 100 feet northwesterly of Sheridan Avenue;
6. changing from a C8-3 District to a C6-2 District property bounded by East 161st Street, Concourse Village East, a line 150 feet southwesterly of East 161st Street, and Concourse Village West;
7. changing from an R8 District to a C6-3D District property bounded by River Avenue, a line 250 feet northeasterly of East 161st Street, East 162nd Street, Gerard Avenue, East 161st Street, a line midway between Gerard Avenue and Walton Avenue, a line 110 feet southwesterly of East 161st Street, a line midway between River Avenue and Gerard Avenue, and a line 150 feet northeasterly of East 158th Street
8. changing from a C8-3 District to a C6-3D District property bounded by River Avenue, a line 150 feet northeasterly of East 158th Street, a line midway between River Avenue and Gerard Avenue, and a line perpendicular to the southeasterly street line of River Avenue distant 100 feet northeasterly (as measured along the street line) from the point of intersection of the southeasterly street line of River Avenue and the northeasterly street line of East 153rd Street; and
9. establishing within the proposed R8A district a C2-4 District bounded by East 162nd Street, a line 100 feet southeasterly of Morris Avenue, a line midway between East 161st Street and East 162nd Street, a line 100 feet northwesterly of Park Avenue, a line 100 feet northeasterly of East 161st Street, a line perpendicular to the northeasterly street line of East 161st Street distant 100 feet northwesterly (as measured along the street line) from the point of intersection of the northeasterly street line of East 161st Street and the northwesterly street line of Park Avenue, East 161st Street, and Morris Avenue;

as shown on a diagram (for illustrative purposes only) dated March 30, 2009 and which includes CEQR Designation E-225.

**SUNSET PARK REZONING**

**BROOKLYN CB - 7 N 090386 ZRK**

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 II, Chapter 3 (Bulk regulations for Residential Buildings in Residence Districts), Section 23-90, inclusive, relating to the extension of the Inclusionary Housing Program to proposed R7A districts.

Matter in underline is new, to be added;  
Matter in ~~strikeout~~ is old, to be deleted;  
Mater in # # is defined in Section 12-10;

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

\* \* \*

~~11/10/08~~  
23-144

**In designated areas where the Inclusionary Housing Program is applicable**

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

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

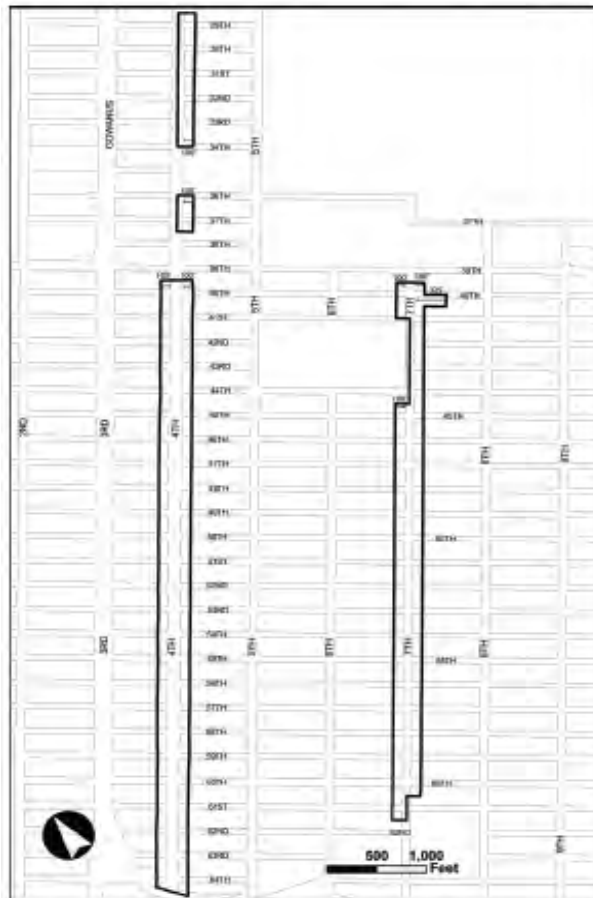
\* \* \*

**23-922 Inclusionary housing designated areas**

The Inclusionary Housing Program shall apply in the following areas:

\* \* \*

(x) In Community District 7, in the Borough of Brooklyn, in the R7A Districts within the areas shown on the following Map X1:



Map X1. Portion of Community District 7, Brooklyn

\* \* \*

**SUNSET PARK REZONING**

**BROOKLYN CB - 7 C 090387 ZMK**

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. 16b, 16d, 22a and 22c:

1. eliminating from within an existing R6 District a C1-3 District bounded by:
  - a. a line 150 feet northwesterly of Fourth Avenue, 41st Street, Fourth Avenue, a line midway between 39th Street and 40th Street, a line 150 feet southeasterly of Fourth Avenue, and 42nd Street;
  - b. a line 150 feet northwesterly of Fourth Avenue, 44th Street, a line 150 feet southeasterly of Fourth Avenue, a line midway between 45th Street and 46th Street, Fourth Avenue, and 45th Street;
  - c. a line 150 feet northwesterly of Fourth Avenue, 47th Street, Fourth Avenue, 46th Street, a line 150 feet southeasterly of Fourth Avenue, 61st Street, a line 150 feet northwesterly of Fourth Avenue, 58th Street, Fourth Avenue, and 57th Street;
  - d. a line 150 feet northwesterly of Fifth Avenue, a line midway between 39th Street and 40th Street, a line 150 feet southeasterly of Fifth Avenue, and 41st Street;
  - e. a line 150 feet northwesterly of Fifth Avenue, 43rd Street, Fifth Avenue, 44th Street, a line 150 feet southeasterly of Fifth Avenue and 50th Street;
  - f. a line 150 feet northwesterly of Fifth Avenue, 56th Street, a line 150 feet southeasterly of Fifth Avenue, 59th Street, Fifth Avenue, and 60th Street;
  - g. a line 150 feet northwesterly of Sixth Avenue, a line midway between 48th Street and Sunset Terrace, a line 150 feet southeasterly of Sixth Avenue, a line midway between 54th Street and 55th Street, Sixth Avenue, a line midway between 52nd Street and 53rd Street, a line 150 feet northwesterly of Sixth Avenue, 51st Street, Sixth Avenue, and 50th Street;
  - h. a line 150 feet northwesterly of Sixth Avenue, 56th Street, a line 150 feet southeasterly of Sixth Avenue, and a line midway between 58th Street and 59th Street;
  - i. a line 150 feet northwesterly of Seventh Avenue, 58th Street, a line 150 feet southeasterly of Seventh Avenue, a line midway between 60th Street and 61st Street, Seventh Avenue, and a line midway between 61st Street and 62nd Street; and
  - j. a line 150 feet northwesterly of Eighth Avenue, a line midway between 39th Street and 40th Street/ Finlandia Street, a line 150 feet southeasterly of Eighth Avenue, and a line midway between 60th Street and 61st Street;
2. eliminating from within an existing R6 District a C2-3 District bounded by:
  - a. Fourth Avenue, 30th Street, a line 150 feet southeasterly of Fourth Avenue, and 34th Street;
  - b. a line 150 feet northwesterly of Fourth Avenue, 61st Street, a line 150 feet southeasterly of Fourth Avenue, the northeasterly service road of the Gowanus Expressway, Fourth Avenue, 64th Street, a southeasterly boundary line of a Park and its southwesterly prolongation, and a northeasterly boundary line of a Park; and

- c. a line 150 feet northwesterly of Fifth Avenue, 60th Street, a line 150 feet southeasterly of Fifth Avenue, a line midway between 62nd Street and 63rd Street, a line 100 feet southeasterly of Fifth Avenue, and 63rd Street;
3. changing from an R6 District to an R4-1 District property bounded by Gowanus Expressway, a line midway between 61st Street and 62nd Street, a line 100 feet northwesterly of Fourth Avenue, and a line midway between 62nd Street and 63rd Street;
4. changing from an R6 District to an R4A District property bounded by the northwesterly street line of Second Avenue, a line midway between 61st Street and 62nd Street and its northwesterly prolongation, a line 380 feet southeasterly of Second Avenue, 62nd Street, a north westerly service road of the Gowanus Expressway, and a line midway between 62nd Street and 63rd Street and its northwesterly prolongation;
5. changing from an R6 District to an R6A District property bounded by:
  - a. Gowanus Expressway, a line midway between 57th Street and 58th Street, a line 100 feet northwesterly of Fourth Avenue, and 60th Street;
  - b. a line 100 feet northwesterly of Gowanus Expressway, 61st Street, a line 100 feet northwesterly of Fourth Avenue, a line midway between 61st Street and 62nd Street, Gowanus Expressway, a line midway between 62nd and 63rd Street, a line 100 feet northwesterly of Fourth Avenue, Gowanus Expressway, 64th Street, Third Avenue (Northwesterly portion), a north westerly service road of the Gowanus Expressway, and 62nd Street;
  - c. a line 100 feet southeasterly of Fourth Avenue, a line midway between 60th Street and 61st Street, a line 100 feet northwesterly of Fifth Avenue, 57th Street, a line 100 feet southeasterly of Fifth Avenue, 63rd Street, Fifth Avenue, 64th Street, a line 100 feet northwesterly of Fifth Avenue, and a line midway between 61st Street and 62nd street;
  - d. a line 100 feet northwesterly of Fifth Avenue, a line midway between 39th Street and 40th Street, a line 100 feet southeasterly of Fifth Avenue, the northeasterly, northwesterly and southwesterly boundary line of Sunset Park, a line 100 feet southeasterly of Fifth Avenue, and 47th Street;
  - e. a line 505 feet northwesterly of Sixth Avenue and its southwesterly prolongation, 40th Street, a line 155 feet northwesterly of Sixth Avenue and its southwesterly prolongation, and the northeasterly boundary line of Sunset Park; and
  - f. a line 100 feet northwesterly of Sixth Avenue and its northeasterly prolongation, the southwesterly boundary line of Sunset Park, a line 100 feet southeasterly of Sixth Avenue and its northeasterly prolongation, the northeasterly, northwesterly and southwesterly boundary line of Rainbow Park, a line 100 feet southeasterly of Sixth Avenue, and 61st Street;
6. changing from an R6 District to an R6B District property bounded by:
  - a. a line 100 feet southeasterly of Fourth Avenue, a line midway between 28th Street and 29th Street, Fifth Avenue, 35th Street, a line 200 feet northwesterly of Fifth Avenue, a line midway between 37th Street and 38th Street, a line 100 feet southeasterly of Fourth Avenue, 36th Street, Fourth Avenue, and 34th Street;
  - b. Gowanus Expressway, a line midway between 39th Street and 40th Street, a line 100 feet northwesterly of Fourth Avenue, and a line midway between 57th Street and 58th Street;
  - c. the northwesterly street line of Second Avenue, a line midway between 60th Street and 61st Street and its northwesterly prolongation, a line 350 feet southeasterly of Second Avenue, a line midway between 59th Street and 60th Street, a line 100 feet northwesterly of Third Avenue, 60th Street, a line 100 feet northwesterly of Fourth Avenue, 61st Street, a line 100 feet northwesterly of Third Avenue, 62nd Street, a line 380 feet southeasterly of Second Avenue, and a line midway between 61st Street and 62nd Street and its northwesterly prolongation;
  - d. a line 100 feet southeasterly of Fourth Avenue, a line midway between 39th Street and 40th Street, a line 100 feet northwesterly of Fifth Avenue, 50th Street, a line 150 feet northwesterly of Fifth Avenue, 56th Street, a line 100 feet northwesterly of Fifth Avenue, and a line midway between 60th Street and 61st Street;
  - e. a line 100 feet southeasterly of Fourth Avenue, a line midway between 61st Street and 62nd Street, a line 100 feet northwesterly of Fifth Avenue, 64th Street, Fifth Avenue, and the northeasterly service road of Gowanus Expressway;
  - f. a line 100 feet southeasterly of Fifth Avenue, a line midway between 39th Street and 40th Street, a line 100 feet northwesterly of Seventh Avenue, the northeasterly boundary line of Sunset

- Park, a line 155 feet northwesterly of Sixth Avenue and its southwesterly prolongation, 40<sup>th</sup> Street, a line 505 feet northwesterly of Sixth Avenue and its southwesterly prolongation, and the northeasterly boundary line of Sunset Park;
- g. a line 100 feet southeasterly of Fifth Avenue, the southwesterly boundary line of Sunset Park, a line 100 feet northwesterly of Sixth Avenue and its northeasterly prolongation, 61st Street, a line 100 feet southeasterly of Sixth Avenue, the southwesterly, northwesterly and northeasterly boundary line of Rainbow Park, a line 100 feet southeasterly of Sixth Avenue and its northeasterly prolongation, the southwesterly boundary line of Sunset Park and its southeasterly prolongation, Seventh Avenue, a line midway between 44th Street and 45th Street, a line 100 feet northwesterly of Seventh Avenue, a line midway between 61st Street and 62nd Street, a line 100 feet northwesterly of Sixth Avenue, a line midway between 62nd Street and 63rd Street, a line 100 feet southeasterly of Fifth Avenue, 56th Street, a line 150 feet southeasterly of Fifth Avenue, and 50th Street; and
- h. a line 100 feet southeasterly of Seventh Avenue, a line midway between 39th Street and 40th Street/ Finlandia Street, a line 100 feet northwesterly of Eighth Avenue, a line midway between 60th Street and 61st Street, a line 100 feet southeasterly of Seventh Avenue, a line midway between 40th Street/ Finlandia Street and 41st Street, a line 325 feet southeasterly of Seventh Avenue, and 40th Street/ Finlandia Street;
7. changing from a C4-3 District to an R6B District property bounded by:
- a. a line 150 feet northwesterly of Fifth Avenue, 50th Street, a line 100 feet northwesterly of Fifth Avenue, and 56th Street; and
- b. a line 100 feet southeasterly of Fifth Avenue, 50th Street, a line 150 feet southeasterly of Fifth Avenue, and 56th Street;
8. changing from an R6 District to an R7A District property bounded by:
- a. Fourth Avenue, a line midway between 28th Street and 29th Street, a line 100 feet southeasterly of Fourth Avenue, and 34th Street;
- b. Fourth Avenue, 36th Street, a line 100 feet southeasterly of Fourth Avenue, and a line midway between 37th Street and 38th Street;
- c. a line 100 feet northwesterly of Fourth Avenue, a line midway between 39th Street and 40th Street, a line 100 feet southeasterly of Fourth Avenue, and the north easterly service road of Gowanus Expressway, Fourth Avenue, and Gowanus Expressway; and
- d. a line 100 feet northwesterly of Seventh Avenue, a line midway between 39th Street and 40th Street, a line 100 feet southeasterly of Seventh Avenue, 40th Street/ Finlandia Street, a line 325 feet southeasterly of Seventh Avenue, a line midway between 40th Street/ Finlandia Street and 41st Street, a line 100 feet southeasterly of Seventh Avenue, a line midway between 60th Street and 61st Street, Seventh Avenue, a line midway between 61st Street and 62nd Street, a line 100 feet northwesterly of Seventh Avenue, a line midway between 44th Street and 45th Street, Seventh Avenue, the southeasterly prolongation of the southwesterly boundary line of Sunset Park, and the southeasterly and northeasterly boundary line of Sunset Park;
9. changing from an R6 District to a C4-3A District property bounded by:
- a. a line 100 feet northwesterly of Fifth Avenue, 47th Street, a line 100 feet southeasterly of Fifth Avenue, and 50th Street; and
- b. a line 100 feet northwesterly of Fifth Avenue, 56th Street, a line 100 feet southeasterly of Fifth Avenue and 57th Street;
10. changing from a C4-3 District to an C4-3A District property bounded by a line 100 feet northwesterly of Fifth Avenue, 50th Street, a line 100 feet southeasterly of Fifth Avenue, and 56th Street;
11. establishing within an existing R6 District a C2-4 District bounded by a line 100 feet northwesterly of Eighth Avenue, a line midway between 39th Street and 40th Street/ Finlandia Street, Eighth Avenue, and a line midway between 60th Street and 61st Street;
12. establishing within a proposed R6A District a C2-4 District bounded by:
- a. a line 100 feet northwesterly of Third Avenue, 61st Street, Third Avenue, and 62nd Street;
- b. a line 100 feet northwesterly of Fifth Avenue, a line midway between 39th Street and 40th Street, a line 100 feet southeasterly of Fifth Avenue, the northeasterly, northwesterly and southwesterly boundary line of Sunset Park, a line 100 feet southeasterly of Fifth Avenue, and 47th Street;

- c. a line 100 feet northwesterly of Fifth Avenue, 57th Street, a line 100 feet southeasterly of Fifth Avenue, 59th Street, Fifth Avenue, 60th Street, a line 100 feet southeasterly of Fifth Avenue, 63rd Street, Fifth Avenue, and 64th Street;
- d. Sixth Avenue, 50th Street, a line 100 feet southeasterly of Sixth Avenue and 51st Street;
- e. a line 100 feet northwesterly of Sixth Avenue, 51st Street, Sixth Avenue, 52nd Street, a line 100 feet southeasterly of Sixth Avenue, 53rd Street, Sixth Avenue, and a line midway between 52nd Street and 53rd Street;
- f. a line 100 feet northwesterly of Sixth Avenue, 56th Street, Sixth Avenue, and 57th Street;
- g. Sixth Avenue, 57th Street, a line 100 feet southeasterly of Sixth Avenue, and 58th Street; and
- h. a line 100 feet northwesterly of Sixth Avenue, 58th Street, Sixth Avenue, and a line midway between 58th Street and 59th Street;
13. establishing within a proposed R7A a C2-4 District bounded by:
- a. Fourth Avenue, a line midway between 28th Street and 29th Street, a line 100 feet southeasterly of Fourth Avenue, and 34th Street;
- b. Fourth Avenue, 36th Street, a line 100 feet southeasterly of Fourth Avenue, and 37th Street;
- c. a line 100 feet northwesterly of Fourth Avenue, a line midway between 39th Street and 40th Street, a line 100 feet southeasterly of Fourth Avenue, the northeasterly service road of Gowanus Expressway, Fourth Avenue, and 64th Street; and
- d. a line 100 feet northwesterly of Seventh Avenue, a line midway between 45th Street and 46th Street, Seventh Avenue, Sunset Terrace, a line 100 feet southeasterly of Seventh Avenue, a line midway between 60th Street and 61st Street, Seventh Avenue, and a line midway between 61st Street and 62nd Street;

as shown on a diagram (for illustrative purposes only) dated April 20, 2009, and which includes CEQR Designation E-236.

#### THE GREEK KITCHEN

**MANHATTAN CB - 4 20095133 TCM**  
Application pursuant to Section 20-225 of the Administrative Code of the City of New York, concerning the petition of the Greek Kitchen, Inc., d/b/a The Greek Kitchen, for a revocable consent to construct, maintain and operate an enclosed sidewalk café at 885-889 Tenth Avenue.

#### HARBOUR

**MANHATTAN CB - 2 20095598 TCM**  
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of RRBV Associates, LLC, d/b/a Harbour, for a revocable consent to establish, maintain and operate an unenclosed sidewalk café at 290 Hudson Street.

#### AGED BAR & GRILL

**QUEENS CB - 6 20095695 TCQ**  
Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of A & A Food Enterprises, LLC, d/b/a Aged Bar & Grill, for a revocable consent to establish, maintain and operate an unenclosed sidewalk café at 107-02 70th Road.

**The Subcommittee on Landmarks, Public Siting and Maritime Uses will hold a public hearing on the following matters in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 11:00 A.M. on Wednesday, September 9, 2009:**

#### JOHN PEIRCE RESIDENCE

**MANHATTAN CB - 5 20105018 HKM (N 100003 HKM)**  
Designation (List No. 414/LP- 2327) by the Landmarks Preservation Commission pursuant to Section 3020 of the New York City Charter of the landmark designation of the John Peirce Residence located at 11 East 51st Street (Block 1287, Lot 10), as an historic landmark.

**MOUNT OLIVE FIRE BAPTIZED HOLINESS CHURCH**  
**MANHATTAN CB - 10 20105019 HKM (N 100004 HKM)**  
Designation (List No. 414/LP- 2320) by the Landmarks Preservation Commission pursuant to Section 3020 of the New York City Charter of the landmark designation of the Mount Olive Fire Baptized Holiness Church located at 308 West 122nd Street (aka 304-308 West 122nd Street), as an historic landmark.

#### 94 GREENWICH STREET HOUSE

**MANHATTAN CB - 1 20105020 HKM (N 100001 HKM)**  
Designation (List No. 414/LP- 2218) by the Landmarks Preservation Commission pursuant to Section 3020 of the New York City Charter of the landmark designation of 94 Greenwich Street (aka 14-18 Rector Street) (Block 53, Lot 41), as an historic landmark.

#### PROSPECT HEIGHTS HISTORIC DISTRICT

**BROOKLYN CB - 8 20105021 HKK (N 100002 HKK)**  
Designation (List No. 414/LP- 2314) by the Landmarks Preservation Commission pursuant to Section 3020 of the New York City Charter of the landmark designation of Prospect Heights Historic District. The district boundaries are: property bounded by a line beginning at the southwest corner of Underhill Avenue and Prospect Place, extending southerly along the western curblineline of Underhill Avenue to a point in said curblineline formed by its intersection with a line extending westerly from the northern property line of 349-351 Park Place, aka 147-151 Underhill Avenue (Block 1160, Lot 1), easterly across Underhill Avenue and along said property line, northerly along the western property line of 369 Park Place, easterly along the northern Property lines of 369 to 411 Park Place and a portion of the northern property line of 413 Park Place, easterly along the angled northern property lines of 413 to 421 Park Place, southerly along the eastern property line of 421 Park Place across Park Place to

its southern curblineline, easterly along said curblineline to a point formed by its intersection with a line extending northerly from the eastern property line of 426 Park Place, southerly along said property line, easterly along the northern property lines of 423 to 429 Sterling Place, southerly along a portion of the eastern property line of 429 Sterling Place, easterly along the northern property line of 431 Sterling Place, southerly along the eastern property line of 431 Sterling Place, across Sterling Place to its southern curblineline, easterly along said curblineline to a point formed by its intersection with a line extending northerly from the eastern property line of 446 Sterling Place, southerly along said property line, westerly along the southern property lines of 446 to 364 Sterling Place, northerly along a portion of the western property line of 364 Sterling Place, westerly along the southern property line of 346 Sterling Place, aka 185 Underhill Avenue and across Underhill Avenue to its western curblineline, southerly along said curblineline to the northwest corner of Underhill Avenue and St. John's Place, westerly along the northern curblineline of St. John's Place to a point formed by its intersection with a line extending southerly from the western property line of 323 St. John's Place, aka 200 Underhill Avenue, northerly along the angled property lines of 323 St. John's Place, aka 200 Underhill Avenue, and 198 to 188 Underhill Avenue, easterly along a portion of the northern property line of 188 Underhill Avenue, northerly along the western property lines of 186 Underhill Avenue (aka 186A Underhill Avenue) to 176 Underhill Avenue, aka 340-344 Sterling Place, and across Sterling Place to its northern curblineline, westerly along said curblineline to a point formed by its intersection with a line extending northerly across Sterling Place from a portion of the eastern property line of 288 Sterling Place, aka 29 Butler Place, southerly across Sterling Place and said property line, following its eastward angle to the northern curblineline of Butler Place, westerly along said curblineline to a point formed by its intersection with a line extending southerly from a portion of the western property line of 286 Sterling Place, aka 27 Butler Place, northerly along said property line, westerly along the angled southern property lines of 284 and 282 Sterling Place, continuing westerly along the southern property lines of 280 to 276 Sterling Place, southerly along a portion of the eastern property line of 274 Sterling Place, westerly along the southern property line of 274 Sterling Place, northerly along a portion of the western property line of 274 Sterling Place, westerly along the southern property line of 272 Sterling Place and the angled southern property lines of 270 and 268 Sterling Place, northerly along the western property line of 268 Sterling Place and across Sterling Place to its northern curblineline, westerly along said curblineline to the northeast corner of Sterling Place and Vanderbilt Avenue, northerly along the eastern curblineline of Vanderbilt Avenue and across Park Place to a point in said curblineline formed by its intersection with a line extending eastward from the southern property line of 630A Vanderbilt Avenue, westerly across Vanderbilt Avenue and along said property line, southerly along a portion of the eastern property line of 210A-220 Prospect Place and the eastern property line of 233-235 Park Place, across Park Place and continuing southerly along the eastern property line of 248 Park Place, westerly along the southern property line of 248 Park Place, southerly along a portion of the eastern property line of 226-246 Park Place, westerly along the southern property line of 226-246 Park Place, southerly along the eastern property line of 213 Sterling Place to the northern curblineline of Sterling Place, westerly along said curblineline northerly along the eastern curblineline of Flatbush Avenue, easterly along the northern property line of 375 Flatbush Avenue, easterly along the northern property lines of 375 Flatbush Avenue and 183 to 187 Sterling Place, northerly along portions of the western property lines of 189-191 Sterling Place and 200 Park Place, westerly along a portion of the southern property line of 200 Park Place and the southern property lines of 196 to 188 Park Place and the angled southern property lines of 186 to 180 Park Place, northerly along the western property line of 180 Park Place and across Park Place to its northern curblineline, westerly along said curblineline, northerly along the eastern curblineline of Carlton Avenue to a point in said curblineline formed by its intersection with a line extending easterly from the southern property line of 632A Carlton Avenue, westerly across Carlton Avenue and along said property line to a point formed by its intersection with a line extending southerly from the western property line of 632 Carlton Avenue, northerly along said line and the western property line of 632 Carlton Avenue, easterly along a portion of the northern property line of 632 Carlton Avenue, northerly along the western property lines of 628-630 and 626 Carlton Avenue, westerly along the angled southern property lines of 140 and 138 Prospect Place, northerly along a portion of the western property line of 138 Prospect Place, westerly along the southern property line of 321 Flatbush Avenue to the eastern curblineline of Flatbush Avenue, northerly along the eastern curblineline of Flatbush Avenue to the northern curblineline of Prospect Place, westerly along said curblineline to a point formed by its intersection with a line extending southward from the western property line of 115 Prospect Place, northerly along said property line and the angled western property lines of 112 to 102 St. Mark's Avenue, westerly along the southern property line of 283 Flatbush Avenue to the eastern curblineline of Flatbush Avenue, northerly along said curblineline to the northern curblineline of St. Mark's Avenue, westerly along the northern curblineline of Saint Mark's Avenue to a point formed by its intersection with a line extending southward from the western property line of 75 St. Mark's Avenue, northerly along said property line, easterly along the northern property line of 75 St. Mark's Avenue, northerly along a portion of the western property line of 77 St. Mark's Avenue, easterly along the northern property lines of 77 to 107 St. Mark's Avenue and a portion of the northern property line of 109 St. Mark's Avenue, northerly along the western property line of Block 1143, Lot 140 (an interior lot), westerly along a portion of the southern property line of 538 Bergen Street and the southern property lines of 536 and 534 Bergen Street, northerly along the western property line of 534 Bergen Street and across Bergen Street to the northern curblineline of Bergen Street, westerly along said curblineline to a point formed by its intersection with a line extending southward from the western property line of 531 Bergen Street, northerly along said property line, easterly along the northern property lines of 531 to 535 Bergen Street and a portion of the northern property line of 537 Bergen Street, northerly along the western property line of 546 Dean Street to the southern curblineline of Dean Street, easterly along the southern curblineline of Dean Street to a point formed by its intersection with a line extending southerly from the western property line of 536 Carlton Avenue, aka 561-565 Dean Street, northerly across Dean Street and along the western property lines of 536 to 522 Carlton Avenue, easterly along a portion of the northern property line of 522 Carlton Avenue, northerly along the western property lines of 520 to 516 Carlton Avenue, aka 734-738 Pacific Street, to the southern curblineline of Pacific Street, easterly along said curblineline to the southwest corner of Pacific Street and Carlton Avenue, southerly along the western curblineline of Carlton Avenue and across Dean Street to the southwest corner of Dean Street and Carlton Avenue, easterly across Carlton Avenue and along the southern curblineline of Dean Street to a point formed by its intersection with a line extending northerly from the eastern property line of 555 Carlton Avenue, aka 574 Dean Street, southerly along the eastern

property lines of 555 to 565A Carlton Avenue and a portion of the eastern property line of 567 Carlton Avenue, easterly along the northern property lines of 573 to 585 Bergen Street, southerly along the eastern property line of 585 Bergen Street and across Bergen Street to the southern curblines of Bergen Street, easterly along said curblines to a point formed by its intersection with a line extending southward and across Bergen Street from the western property line of 570 Vanderbilt Avenue, aka 635 Bergen Street, northerly across Bergen Street and along the western property lines of 570 to 566 Vanderbilt Avenue and a portion of the western property line of 564 Vanderbilt Avenue, westerly along a portion of the southern property line of 564 Vanderbilt Avenue, northerly along portions of the western property lines of 564 and 560 Vanderbilt Avenue, easterly along a portion of the northern property line of 560 Vanderbilt Avenue, northerly along a portion of the western property line of 560 Vanderbilt Avenue and the western property lines of 558 to 552 Vanderbilt Avenue, aka 662 Dean Street to the southern curblines of Dean Street, easterly along said curblines and across Vanderbilt Avenue to the southeast corner of Vanderbilt Avenue and Dean Street, northerly across Dean Street and along the eastern curblines of Vanderbilt Avenue to the southeast corner of Vanderbilt Avenue and Pacific Street, easterly along the southern curblines of Pacific Street to a point formed by its intersection with a line extending northward from the eastern property line of 565 Vanderbilt Avenue, aka 820-826 Pacific Street, southerly along the eastern property lines of 565 to 583 Vanderbilt Avenue and across Dean Street to its southern curblines, easterly along said curblines to a point formed by its intersection with a line extending northward from the eastern property line of 680 Dean Street, southerly along the eastern property line of 680 Dean Street and the angled eastern property line of 589 Vanderbilt Avenue, easterly along a portion of the northern property line of 591 Vanderbilt Avenue, southerly along the eastern property line of 591 Vanderbilt Avenue and a portion of the eastern property line of 593 Vanderbilt Avenue, easterly along a portion of the northern property line of 593 Vanderbilt Avenue, southerly along a portion of the eastern property line of 593 Vanderbilt Avenue and the eastern property lines of 593½ to 601 Vanderbilt Avenue, aka 651 Bergen Street, continuing southerly across Bergen Street to its southern curblines, westerly along said curblines to a point formed by its intersection with a line extending northerly from the eastern property line of 603 Vanderbilt Avenue, aka 640 Bergen Street, southerly along the eastern property lines of 603 to 623 Vanderbilt Avenue to the northern curblines of St. Mark's Avenue, westerly along said curblines to a point formed by its intersection with a line extending northerly and across St. Mark's Avenue from the eastern property line of 625 Vanderbilt Avenue, aka 236 St. Mark's Avenue, southerly across St. Mark's Avenue and along the eastern property lines of 625 to 633 Vanderbilt Avenue and a portion of the eastern property line of 635 Vanderbilt Avenue, easterly along the northern property lines of 239 to 277 Prospect Place, northerly along a portion of the western property line of 281 Prospect Place, easterly along a portion of the northern property line of 281 Prospect Place, southerly along a portion of the eastern property line of 281 Prospect Place, easterly along a portion of the northern property line of 281 Prospect Place and the northern property lines of 287 and 289 Prospect Place, southerly along the angled portion of the eastern property lines of 289 and 291 Prospect Place, easterly along the angled northern property lines of 293 to 297 Prospect Place, southerly along a portion of the eastern property line of 297 Prospect Place, easterly along the northern property lines of 299 to 307 Prospect Place, southerly along a portion of the eastern property line of 307 Prospect Place, easterly along the northern property line of 309 Prospect Place, southerly along the eastern property line of 309 Prospect Place and across Prospect Place to its southern curblines, and easterly along said curblines to the point of the beginning.

**The Subcommittee on Planning, Dispositions and Concessions will hold a public hearing in the Council Committee Room, City Hall, New York City, New York 10007, commencing at 1:00 P.M. on Wednesday, September 9, 2009.**

s2-9

**CITY PLANNING COMMISSION**

**PUBLIC HEARINGS**

**NOTICE IS HEREBY GIVEN THAT RESOLUTIONS Have been adopted by the City Planning Commission scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street New York, New York, on Wednesday, September 9, 2009, commencing at 9:00 A.M.**

**BOROUGH OF BROOKLYN  
Nos. 1, 2, 3 & 4  
BROADWAY TRIANGLE URBAN RENEWAL AREA  
No. 1**

**CD 1 C 090413 ZMK**  
**IN THE MATTER OF** an application submitted by the Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 13b:

- changing from a C8-2 District to an R6A District property bounded by Lynch Street, Broadway, Middleton Street and its northeasterly centerline prolongation, and Union Avenue;
- changing from an M1-2 District to an R6A District property bounded by Middleton Street, Throop Avenue, Walton Street, Harrison Avenue, and Union Avenue;
- changing from an M3-1 District to an R6A District property bounded by Lorimer Street, Harrison Avenue, the southwesterly centerline prolongation of Walton Street, and Union Avenue;
- changing from an M1-2 District to an R7A District property bounded by Walton Street, Throop Avenue, Whipple Street, Flushing Avenue, and Harrison Avenue;
- changing from an M1-2 District to a C4-3 District property bounded by Whipple Street, Throop Avenue, and Flushing Avenue;
- establishing within a proposed R6A a C2-4 District bounded by Lynch Street, Broadway, the northeasterly centerline prolongation of Middleton Street, Throop Avenue, Lorimer Street, a line 100

feet southwesterly of Throop Avenue, a line midway between Lynch Street and Middleton Street, a line 100 feet northeasterly of Union Avenue, a line 100 feet northeasterly of Harrison Avenue, Lorimer Street, Harrison Avenue, the southwesterly centerline prolongation of Walton Street, and Union Avenue; and

- establishing within a proposed R7A a C2-4 District bounded by:
  - Walton Street, Throop Avenue, Bartlett Street, and a line 100 feet southwesterly of Throop Avenue; and
  - Walton Street, a line 100 feet northeasterly of Harrison Avenue, a line 100 feet northerly of Flushing Avenue, a line perpendicular to the northwesterly street line of Whipple Street distant 50 feet northeasterly (as measured along the street line) from the point of intersection of the northwesterly street line of Whipple Street and the northerly street line of Flushing Avenue, Whipple Street, Flushing Avenue, and Harrison Avenue,;

as shown on a diagram (for illustrative purposes only) dated May 18, 2009 and subject to the conditions of CEQR Declaration E-238.

**No. 2**

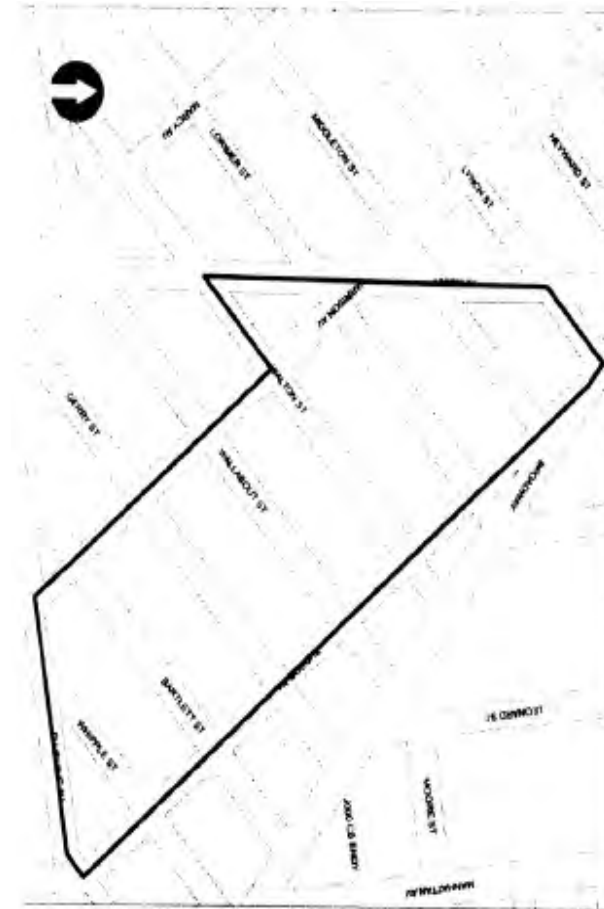
**CD1 N 090414 ZRK**  
**IN THE MATTER OF** an application submitted by the Department of Housing Preservation and Development pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to Article II, Chapter 3 (Bulk regulations for Residential Buildings in Residence Districts), Section 23-90, inclusive, relating to the extension of the Inclusionary Housing Program to proposed R6A and R7A Districts.

Underlined matter is new, to be added.  
Matter in ~~strikeout~~ or crossed out is old, to be deleted.  
\* \* \* indicates where unchanged text appears in the Zoning Resolution.

**APPENDIX F (7/29/09)**  
**INCLUSIONARY HOUSING DESIGNATED AREAS**  
The boundaries of #Inclusionary Housing designated areas# are shown on the maps listed in this Appendix F. The #Residence Districts# listed for such areas shall include #Commercial Districts# where #residential buildings# or the #residential# portion of #mixed buildings# are governed by #bulk# regulations of such #residence districts#.

**Brooklyn, Community District 1**  
In Waterfront Access Plan BK-1, as set forth in Section 62-352, and in the R6, R6A, R6B, R7A and R7-3 Districts within the areas shown on the following Maps 1, 2, and 3 and 4:

**PROPOSED NEW MAP**  
**Map 4**



Portion of Community District 1, Brooklyn

**No. 3**

**CD 1 C 090415 HUK**  
**IN THE MATTER OF** an application submitted by the Department of Housing Preservation and Development (HPD), pursuant to Section 505 of Article 15 of the General Municipal Law of New York City and Section 197-c of the New York City Charter, for the First Amended Broadway Triangle Urban Renewal Plan for the Broadway Triangle Urban Renewal Area.

The First Amendment updates the land use of existing Sites 4A, 4B, 7A, and 7B from industrial to residential (the remaining industrial sites, 1A, 1B, 2 and 3 are being de-designated since these sites were not acquired pursuant to the Plan—the plan no longer includes any industrial sites); three privately owned properties, Block 2272, Lots 45, 46 and 147, are being acquired and added to existing Sites 7A and 7B to form a new Site 4; the plan no longer includes a commercial or public/semi-public land use; sites were renumbered to reflect site de-designations and reconfigurations; the boundary of the area has been modified to reflect site de-designations, and the language and format of the Plan have been revised to conform with HPD's current format for urban renewal plans; to facilitate the development of six sites containing residential, commercial and community facility uses within the Broadway Triangle Urban Renewal Area.

**No. 4**

**CD1 C 090416 HAK**  
**IN THE MATTER OF** an application submitted by the Department of Housing Preservation and Development (HPD):

- pursuant to Article 16 of the General Municipal Law of New York State for:
  - the designation of property located at :

BLOCK	LOT	ADDRESS (UR Site Number and Name)
2269	14	68 Gerry Street : p/o Site 4 (Broadway Triangle Urban Renewal Area)
2269	16	72 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	17	74 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	18	76 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	19	78 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	23	86 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	24	88 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	25	90-92 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	27	84 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	28	86 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	29	88 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	30	90 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	31	92-94 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	33	69 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	35	65 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	36	59-63 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	39	57 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	40	55 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	41	53 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	42	51 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	43	47 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	45	43-45 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	47	41 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	48	39 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	49	37 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	50	35 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2272	11	34-36 Bartlett Street (p/o Site 7A Broadway Triangle Urban Renewal Area)
2272	45	11 Whipple Street
2272	46	9 Whipple Street
2272	49	669 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	51	667 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	52	665 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	53	663 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	108	24 Bartlett Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	147	5 Whipple Street as an Urban Development Action Area; and

- an Urban Development Action Area Project for such area; and

- pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate the development of a six sites, tentatively known as Broadway Triangle, with approximately 488 residential units, commercial and community facility uses.

**NOTICE**

**On Wednesday, September 9, 2009, at 9:00 a.m., in Spector Hall, at the Department of City Planning, 22 Reade Street, in lower Manhattan, a public hearing is being held by the Department of Housing Preservation and Development in conjunction with the above ULURP hearings to receive comments related to a Draft Environmental Impact Statement (DEIS) concerning applications for amendments of the Zoning Map, the Zoning Resolution and for the UDAAP designation and disposition of city-owned property related to the Broadway Triangle Urban Renewal Area.**

**This hearing is being held pursuant to the State Environmental Quality Review Act (SEQRA) and City Environmental Quality Review (CEQR), CEQR No. 09HPD019K.**

**BOROUGH OF THE BRONX  
Nos. 5, 6, 7 & 8  
KINGSBRIDGE ARMORY  
No. 5**

**CD 7 C 090236 MMX**  
**IN THE MATTER OF** an application submitted by the Economic Development Corporation and Related Retail Armory, LLC pursuant to Sections 197-c and 199 of the New York City Charter, and Section 5-430 *et seq.* of the New York City Administrative Code, for an amendment to the City Map involving:

- the elimination, discontinuance and closing of a portion of Reservoir Avenue at its intersection with West Kingsbridge Road;
- the establishment of a Park (Barnhill Square);
- the adjustment of legal grades necessitated thereby; and
- any acquisition or disposition of real property related thereto,

in accordance with Map No. 13126, dated May 11, 2009, and signed by the Borough President.

**No. 6**

**CD 7 C 090237 MMX**  
**IN THE MATTER OF** an application submitted by the Economic Development Corporation pursuant to Sections 197-c and 199 of the New York City Charter, and Section 5-430 *et seq.* of the New York City Administrative Code, for an



amendment to the City Map involving:

- the elimination, discontinuance and closing of a portion of West 195<sup>th</sup> Street between Reservoir Avenue and Jerome Avenue;
- the adjustment of legal grades necessitated thereby; and
- any acquisition or disposition of real property related thereto,

in accordance with Map No. 13127, dated May 11, 2009, and signed by the Borough President.

**No. 7**

**CD 7 C 090437 ZMX**  
**IN THE MATTER OF** an application submitted by Related Retail Armory, LLC and the Economic Development Corporation pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 3c: changing from an R6 District to a C4-4 District property bounded by West 195th Street\*, Jerome Avenue, West Kingsbridge Road, and Reservoir Avenue\*, as shown in a diagram (for illustrative purposes only) dated May 18, 2009.

\*Note: West 195th Street and Reservoir Avenue are proposed to be narrowed under related concurrent applications C 090236 MMX and C 090237 MMX for changes to the City Map.

**No. 8**

**CD 7 C 090438 PPX**  
**IN THE MATTER OF** an application submitted by the Department of Citywide Administrative Services (DCAS), pursuant to Section 197-c of New York City Charter, for the disposition of one city-owned property located at 29 West Kingsbridge Road (Block 3247, Lots 10 and p/o 2), pursuant to zoning.

**NOTICE**

**On Wednesday, September 9, 2009, at 9:00 a.m., in Spector Hall, at the Department of City Planning, 22 Reade Street, in lower Manhattan, a public hearing is being held by the Office of the Deputy Mayor for Economic Development in conjunction with the above ULURP hearings to receive comments related to a Draft Environmental Impact Statement (DEIS) concerning applications for amendments of the City Map, the Zoning Map and for the disposition of city-owned property related to the Kingsbridge Armory.**

**This hearing is being held pursuant to the State Environmental Quality Review Act (SEQRA) and City Environmental Quality Review (CEQR), CEQR No. 08DME004X.**

**BOROUGH OF MANHATTAN  
 Nos. 9-17  
 WESTERN RAIL YARD  
 No. 9**

**CD 4 C 090408 MMM**  
**IN THE MATTER OF** an application, submitted by the Department of City Planning pursuant to Sections 197-c and 199 of the New York City Charter, for an amendment to the City Map involving:

- A change in grade on West 33rd Street, between Eleventh and Twelfth avenues, in accordance with Map No. C.P.C. 090408 MMM (Acc. No. 30230), dated May 18, 2009, and signed by the Director of the Department of City Planning.

**No. 10**

**CD 4 C 090422 HAM**  
**IN THE MATTER OF** an application submitted by the Department of Housing Preservation and Development (HPD):

- pursuant to Article 16 of the General Municipal Law of New York State for:
  - the designation of property located at West 48th and West 49th streets, west of 10th Avenue (Block 1077, part of Lot 29), as an Urban Development Action Area; and
  - an Urban Development Action Area Project for such area; and
- pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate the development of a mixed-use building, tentatively known as The Westside Rail Yards/DEP Site, with residential and retail space.

**No. 11**

**CD 4 C 090423 HAM**  
**IN THE MATTER OF** an application submitted by the Department of Housing Preservation and Development (HPD):

- pursuant to Article 16 of the General Municipal Law of New York State for:
  - the designation of property located at 806 Ninth Avenue (Block 1044, p/o Lot 3); as an Urban Development Action Area; and
  - an Urban Development Action Area Project for such area; and
- pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate the development of a mixed-use building, tentatively known as the Westside Rail Yard/MTA Site, with residential and commercial space.

**No. 12**

**CD 4 N 090429 ZRM**  
**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, concerning Article IX Chapter 6 (Special Clinton District), Borough of Manhattan, Community District 4.

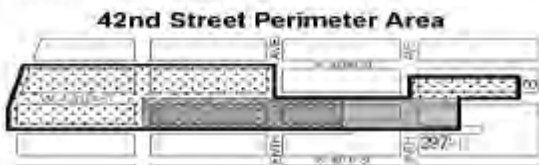
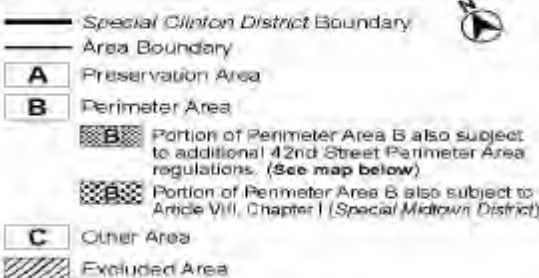
Underlined matter is new, to be added.  
 Matter in ~~strikeout~~ or crossed out is old, to be deleted.  
 \* \* \* indicates where unchanged text appears in the Zoning Resolution.

**Article IX - Special Purpose Districts**

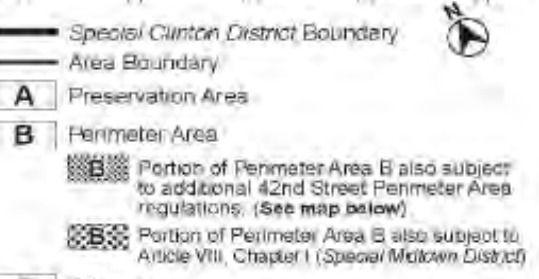
**Chapter 6  
 Special Clinton District**

**Appendix A  
 Special Clinton District Map**

Existing



Proposed



**No. 13**

**CD 4 C 090430 ZMM**  
**IN THE MATTER OF** an application submitted by New York City 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 No. 8c: establishing within an existing R8 District a C1-5 District bounded by West 54th Street, a line 525 feet easterly of Ninth Avenue, a line midway between West 54th Street and West 53rd Street, and a line 100 feet easterly of Ninth Avenue, as shown in a diagram (for illustrative purposes only) dated May 18, 2009.

**No. 14**

**CD 4 C 090433 ZMM**  
**IN THE MATTER OF** an application submitted by RG WRY LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 8b:

- changing from an M2-3 District to a C6-4 District property bounded by West 33rd Street, Eleventh Avenue, West 30th Street, and Twelfth Avenue; and
- establishing a Special Hudson Yards District bounded by West 33rd Street, Eleventh Avenue, West 30th Street, and Twelfth Avenue;

as shown in a diagram (for illustrative purposes only) dated May 18, 2009.

**No. 15**

**CD 4 N 090434 ZRM**  
**IN THE MATTER OF** an application submitted by RG WRY LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, concerning Article IX, Chapter 3 (Special Hudson Yards District) relating to the addition of Western Rail Yard Subdistrict F and the expansion of the Special Hudson Yards District, Community District 4, Borough of Manhattan.

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

**Article IX - Special Purpose Districts**

**Chapter 3  
 Special Hudson Yards District**

**93-00  
 General Purposes**

The "Special Hudson Yards District" established in this Resolution is designed to promote and protect public health, safety and general welfare. These general goals include, among others, the following specific purposes:

- (j) to provide flexibility of architectural design within limits established to assure adequate access of light and air to the street, and thus to encourage more attractive and economic building forms;
- (k) to provide a transition between the Hudson Yards District and the Hudson River to the west;
- (l) to facilitate the restoration and reuse of the #High Line# elevated rail line as an accessible, public open space through special height and setback regulations; and
- (m) ~~(k)~~ to promote the most desirable use of land and building development in accordance with the District Plan for the Hudson Yards and thus conserve the value of land and buildings and thereby protect the City's tax revenues.

**93-01  
 Definitions**

**Hudson Yards Redevelopment Area**  
 The "Hudson Yards Redevelopment Area" shall be the areas within the #Special Hudson Yards District#, Area P-2 of the #Special Garment Center District#, the 42nd Street Perimeter Area of the #Special Clinton District#, and the area bounded by the center line of Eleventh Avenue, the northern #street line# of West 43<sup>rd</sup> Street, the westerly prolongation of the northern #street line# of West 43rd Street to the U.S. Pierhead Line, the U.S. Pierhead Line, the westerly prolongation of the southern #street line# of West 29th Street to the U.S. Pierhead Line, and the southern #street line# of West 29th Street. However, the area bounded by the westerly side of Eleventh Avenue, the southerly side of West 43rd Street, the westerly side of Twelfth Avenue and the northerly side of ~~West 30th Street~~ West 33<sup>rd</sup> Street shall not be included in the #Hudson Yards Redevelopment Area#, except for any portion of such #blocks# containing a transit easement for subway-related use. Furthermore, the #Hudson Yards Redevelopment Area# shall not include any underground connections from a subway station to any #use# located on such excluded #blocks# or between any such #uses#.

\* \* \*  
 Special Hudson Yards District (repeated from Section 12-10)

The "Special Hudson Yards District" is a Special Purpose District designated by the letters "HY" in which special regulations set forth in Article IX, Chapter 3, apply to all #developments#. The #Special Hudson Yards District# appears on the #zoning maps# superimposed on other districts and its regulations supplement and supersede those of the districts on which it is superimposed.  
**High Line**

For the purposes of this Chapter, the "High Line" shall refer to the elevated rail line structure located between West 30th Street and West 33rd Street and between Eleventh and Twelfth Avenues.

**High Line Bed**

The "High Line bed" is the highest level of the horizontal surface (platform) of such elevated rail line structure.

**93-03  
 District Plan and Maps**

The regulations of this Chapter are designed to implement the #Special Hudson Yards District Plan#.

The District Plan includes the following ~~four~~ nine maps:

- Map 1 - Special Hudson Yards District, Subdistricts and Subareas
- Map 2 - Mandatory Ground Floor Retail
- Map 3 - Mandatory Street Wall Requirements
- Map 4 - Mandatory Sidewalk Widening
- Map 5 - Transit Easements and Subway Entrances

Map 6 - Subdistrict F Site PlanMap 7- Subdistrict F Public Access Area PlanMap 8- Subdistrict F Mandatory Ground Floor RequirementsMap 9- Subdistrict F Mandatory Street Wall Requirements

The Maps are located within Appendix A of this Chapter and are hereby incorporated and made part of this Resolution. They are incorporated for the purpose of specifying locations where special regulations and requirements set forth in the text of this Chapter apply.

**93-04  
Subdistricts and Subareas**

In order to carry out the provisions of this Chapter, six subdistricts are established, as follows:

The Large-Scale Plan Subdistrict A  
Farley Corridor Subdistrict B  
34th Street Corridor Subdistrict C  
Hell's Kitchen Subdistrict D  
South of Port Authority Subdistrict E  
Western Rail Yard Subdistrict F

\* \* \*

**93-052  
Applicability of Chapter 3 of Article I**

#Public parking lots# authorized pursuant to Section 13-552 (Public parking lots) prior to January 19, 2005, and #accessory# off-street parking facilities for which a special permit has been granted pursuant to Section 13-561 prior to January 19, 2005, may be renewed subject to the terms of such authorization or special permit.

The provisions of Chapter 3 of Article I in its entirety shall be applied to Subdistrict F.

\* \* \*

**93-10  
USE REGULATIONS**

The #use# regulations of the underlying districts are modified as set forth in this Section, inclusive. The only permitted change of #use# for the #High Line# shall be to provide publicly accessible open space in accordance with Section 93-75 (Publicly Accessible Open Spaces in Subdistrict F).

\* \* \*

**93-13  
Special Office Use Regulations****93-131  
Certification for office use**

The provisions of this Section shall apply to all #development# or #enlargement# in the #Hudson Yards Redevelopment Area# with the exception of Subdistrict F.

- (a) No temporary certificate of occupancy from the Department of Buildings may be issued for any portion of a #development# or #enlargement# in the #Hudson Yards Redevelopment Area# that includes Use Group 6B offices constructed after January 19, 2005, until the Chairperson of the Department of City Planning certifies to the Commissioner of Buildings that:

\* \* \*

**93-132  
Authorization for office use**

The provisions of this Section shall apply to all #development# or #enlargement# in the #Hudson Yards Redevelopment Area# with the exception of Subdistrict F.

Where the amount of Use Group 6B office #floor area# in a #development# or #enlargement# will result in over 25 million square feet of such #use developed# or #enlarged# after January 19, 2005, within the #Hudson Yards Redevelopment Area#, and such #development# or #enlargement# utilizes increased #floor area# pursuant to Sections 23-90 (INCLUSIONARY HOUSING), 93-30 (SPECIAL FLOOR AREA REGULATIONS), inclusive, or 96-25 (Floor Area Bonus for New Legitimate Theater Use), such #development# or #enlargement# shall be permitted only upon authorization of the City Planning Commission that:

\* \* \*

**93-14  
Retail Continuity Along Designated Streets**

The following provisions shall apply to all Subdistricts in the #Special Hudson Yards District#, except that the provisions of this Section shall not apply along the northern #street# frontage of West 35th through West 39th Streets within 100 feet of Eleventh Avenue, as shown on Map 2. However, any #zoning lot# fronting on such #streets# and partially within 100 feet of Eleventh Avenue may, as an alternative, apply the provisions of this Section to the entire West 35th, West 36th, West 37th, West 38th or West 39th Street frontage of the #zoning lot#.

- (a) Retail continuity along designated streets in Subdistricts A-E

Map 2 (Mandatory Ground Floor Retail) in Appendix A of this Chapter specifies locations where the special ground floor #use# and transparency requirements of this Section apply. Such regulations shall apply along either 100 percent or 50 percent of the building's #street# frontage, as indicated on Map 2.

#Uses# located on the ground floor level or within five feet of #curb level#, and within 50 feet of the #street line# shall be limited to #commercial uses# permitted by the underlying district, but not including #uses# listed in Use Groups 6B, 6E, 7C, 7D, 8C, 8D, 9B, 10B, 11 or 12D.

A building's #street# frontage shall be allocated exclusively to such #uses#, except for lobby space, entryways or entrances to subway stations. In no event shall the length of #street# frontage occupied by lobby space or entryways exceed, in total, 40 feet or 25 percent of the building's total #street# frontage, whichever is less, except that the width of a lobby need not be less than 20 feet.

For any new #development# or #enlargement# on such designated #streets# glazing shall be provided in accordance with the provisions set forth in paragraph (c) of this Section 93-14.

- (b) Retail continuity along designated streets in

Subdistrict F

Map 8 (Subdistrict F Mandatory Ground Floor Requirements) in Appendix A of this Chapter specifies locations where the special ground floor #use# and transparency requirements of this Section 93-14 apply. Such regulations shall apply along either 100 percent or 70 percent of the building's #street# frontage, as indicated on Map 8.

- (1) Along Eleventh Avenue

The ground floor retail provisions established in paragraph (a) of this Section 93-14 shall apply to the ground floor #street# frontage of #buildings# along Eleventh Avenue. In addition if a #street# frontage is occupied by a 'Bank' as listed in Use Group 6, such a #street# frontage shall not exceed a #street wall# width, in total, of 25 feet.

- (2) Along designated streets other than Eleventh Avenue

In addition to the #uses# listed in paragraph (a) of this Section 93-14, the following #community facility uses# from Use Groups 3 and 4 as well as the following #commercial use# from Use Group 6B shall be permitted on the ground floor level of a #building# or within five feet of #curb level# for frontages along designated #streets# (as shown in Map 8) other than Eleventh Avenue.

From Use Group 3:  
Art galleries (Non-Commercial)  
Libraries  
Museums  
Nursery, kindergarten, elementary or secondary #schools# (with no living or sleeping accommodations)

From Use Group 4:  
Ambulatory diagnostic and treatment health care facilities  
Community centers  
Recreation centers, non-commercial  
Houses of worship

From Use Group 6B:  
Veterinary medicine, limited to small animals

A minimum of 70 percent of the #aggregate width of street wall# shall be occupied by #uses# permitted in this Section 93-14. A minimum of 50 percent of the #street# frontage of a #building# shall be allocated exclusively to #uses# listed in paragraph (a) of this Section and/or Use Group 3 #uses# listed in this paragraph (b) (2). In addition, a maximum of 20 percent of the #street# frontage of a #building# shall be permitted to provide the Use Group 4 and 6B #uses# listed in this paragraph (b) (2). However, if a #street# frontage is occupied by a 'Bank' as listed in Use Group 6, such a #street# frontage shall not exceed a #street wall# width, in total, of 25 feet.

The remaining portion of the #street wall# may be occupied by #uses# listed in this Section 93-14, or by lobby space, mechanical space or entrances to #accessory# parking garages, provided that:

- (i) The maximum width of a lobby shall be 40 feet, or 25 percent of the #street wall#, whichever is less. However, if more than one lobby is provided, the #aggregate width of street wall# occupied by such lobbies shall not exceed 60 feet; and
- (ii) The maximum width of a #street wall# occupied by an entrance to #accessory# parking spaces shall not exceed 35 feet.

For any new #development# or #enlargement# on such designated #streets# glazing shall be provided in accordance with the provisions set forth in paragraph (c) of this Section.

- (c) Transparency

Each ground floor level #street wall# of a #commercial# or #community facility use#, as set forth in this Section 93-14, 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, or public access area, 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.

For any new #development# or #enlargement# on such designated #streets#, each ground floor #street wall# shall be glazed with materials which may include show windows, glazed transoms or glazed portions of doors. Such glazed area shall occupy at least 70 percent of the area of each such ground floor #street wall#, measured to a height of 10 feet above the level of the adjoining sidewalk or public access area. Not less than 50 percent of such area shall be glazed with transparent materials and up to 20 percent of such area may be glazed with translucent materials.

For #developments# or #enlargements# fronting upon Hudson Boulevard that are adjacent to existing #buildings# located within the Hudson Boulevard #street# bed or #public park#, the Hudson Boulevard #street wall# of such new #development# or #enlargement# shall be designed in a manner that will enable the glazing requirements of this Section to be met upon demolition of the #buildings# within such #street# bed or #public park# and, within six months of such demolition, such glazing requirements shall be complied with.

The provisions of this Section shall not apply along the northern #street# frontage of West 35th through West 39th Streets within 100 feet of Eleventh Avenue, as shown on Map 2. However, any #zoning lot# fronting on such #streets# and partially within 100 feet of Eleventh Avenue may, as an alternative, apply the provisions of this Section to the entire West 35th, West 36th, West 37th, West 38th or West 39th Street frontage of the #zoning lot#.

\* \* \*

**93-17  
Modification of Sign Regulations**

- (a) Subdistricts A, B, C, D, and E

Within Subdistricts A through E, the #The# underlying #sign# regulations shall apply, except that #flashing signs# shall not be allowed within 100 feet of Hudson Boulevard, its northerly prolongation to West 39th Street and its southerly prolongation to West 33rd Street. Furthermore, #flashing signs# shall not be allowed on any portion of a #building# fronting upon the outdoor plaza required in the Eastern Rail Yards Subarea A1, pursuant to Section 93-71.

- (b) Subdistrict F

For the purposes of calculating the permitted #surface area of a #sign#, each Site set forth on Map 6 (Subdistrict F Site Plan) shall be considered a separate #zoning lot#.

- (1) Along the #High Line#

The #sign# regulations of the underlying districts shall not apply to #signs# located within 50 feet of the #High Line#, except for #signs# located entirely below the level of the #High Line bed# In lieu thereof, the #sign# regulations of a C1 District shall apply, except that #accessory signs# located within the #High Line# frontage may have a maximum height of 20 feet above the level of the #High Line bed#.

No #signs# affixed to or resting upon the #High Line# shall be permitted, except as pursuant to a signage plan for the #High Line#, as authorized by the City Planning Commission, provided the Commission finds that such signage plan will:

- (i) Enhance the use of the #High Line# by providing signage that is consistent with the use of the #High Line# as a public open space;
- (ii) Provide, at a minimum, directional, informational and interpretive signage consistent with the use of the #High Line# as a public open space;
- (iii) Be integrated with the design of the #High Line# open space; and
- (iv) Not adversely affect #development# adjacent to the #High Line# and in the surrounding neighborhood.

- (2) Other locations

Within Subdistrict F, the underlying #sign# regulations shall apply for #signs# located beyond 50 feet of the #High Line#, and for portions of #signs# located entirely below the level of the #High Line bed# along West 30th Street, except that #flashing signs# shall not be permitted in Subdistrict F.

\* \* \*

**93-20  
FLOOR AREA REGULATIONS**

\* \* \*

**93-22  
Floor Area Regulations in Subdistricts B, C, D, E and F**

- (a) Subdistricts B, C, D, and E

In Subdistricts B, C, D, E the basic maximum #floor area ratio# is determined by the subdistrict and, where applicable, subarea, as specified in the table in this Section. The basic maximum #floor area ratios# for non-residential buildings# are set forth in Row A, and the basic maximum #floor area ratios# for #buildings# containing #residences# are set forth in Row B. Such basic maximum #floor area ratios# may be increased to the amount specified in Row C only pursuant to Section 93-31 (District Improvement Fund Bonus) or as otherwise specified in Sections 93-221 through 93-224.

Notwithstanding the provisions of this Section, the basic maximum permitted #floor area ratio# may be increased on an "adjacent lot" pursuant to Section 74-79 (Transfer of Development Rights from Landmark Sites), provided that the maximum #floor area# transferred from the landmark lot does not exceed the basic maximum permitted #floor area ratio# less the total #floor area# of all #buildings# on the landmark lot.

\* \* \*

- (b) Subdistrict F

In Subdistrict F, the #floor area ratio# provisions of Section 93-225 shall apply.

\* \* \*

**93-225  
Floor Area Regulations in Subdistrict F**

In Subdistrict F, the maximum #floor area ratio# for #residential#, #community facility# and #commercial use# shall be as follows:

- (a) The maximum #residential floor area ratio# shall be 8.0;
- (b) The maximum #community facility floor area ratio# shall be 2.0. However, any floor space occupied by a public #school# constructed in whole or in part pursuant to agreement with the New York City School Construction Authority and subject to the jurisdiction of the New York City Department of Education may be exempted from the definition of #floor area# for the purposes of calculating the permitted #community facility floor area ratio# and the total maximum #floor area ratio# of the #zoning lot#.
- (c) The maximum #commercial floor area ratio# shall be 8.0; and
- (d) The total maximum #floor area ratio# shall be 10.0, except as modified pursuant to Section 93-23 (Modifications of Inclusionary Housing Program).

**93-23  
Modifications of Inclusionary Housing Program**

The provisions of Section 23-90 (INCLUSIONARY HOUSING) shall be applicable within the #Special Hudson Yards District# and Area P2 of the #Special Garment Center District#, except as modified in this Section. However, the modifications set forth in this Section shall not be applicable

in the area bounded by West 35th Street, Eighth Avenue, West 33rd Street, and a line 100 feet east of and parallel to Ninth Avenue, where the underlying provisions of Section 23-90 shall apply, and shall only be applicable in Subdistrict F as modified by Section 93-233.

\* \* \*

**93-232  
Floor area increase in Subdistricts B, C, D, and E, and Preservation Area P2**

The provisions of Section 23-94 (Floor Area Compensation) shall not apply. In lieu thereof, the #floor area# compensation provisions of this Section shall apply. In accordance with the provisions set forth in Section 93-22 (Floor Area Regulations in Subdistricts B, C, D and E,) or 121-31 (Maximum Permitted Floor Area), the maximum permitted #residential floor area ratio# for #developments# or #enlargements# that provide Inclusionary Housing may be increased, as follows:

\* \* \*

**93-233  
Lower income housing requirements  
Floor area increase for affordable housing in Subdistrict F**

The #floor area# of any #building# containing #residences# in Subdistrict F may be increased by up to five percent, and such increase may be in excess of the maximum #floor area ratio# of 8.0 for #residential use#, and the total maximum #floor area ratio# of 10.0 provided that:

- (a) At least 20 percent of the #residential floor area# in such #building#, inclusive of any #floor area increase# permitted by this Section, shall be occupied by #lower income households#, as defined in Section 23-93;
- (b) Such #building# shall comply with the provisions of Section 93-234 (Lower Income Housing Requirements) for onsite new construction; and
- (c) The sum of all #floor area# increases permitted pursuant to this Section does not exceed 0.4 times the total #lot area# of Subdistrict F.

**93-234  
Lower income housing requirements**

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

\* \* \*

**93-30  
SPECIAL FLOOR AREA REGULATIONS**

**93-31  
District Improvement Fund Bonus**  
Except in Subdistrict E, in the #Special Hudson Yards District# and Area P-2 of the #Special Garment Center District#, the Chairperson of the City Planning Commission shall allow, by certification, the applicable basic maximum #floor area ratio# to be increased up to the maximum amount specified in Sections 93-21, 93-22 or 121-31, as applicable, provided that instruments in a form acceptable to the City are executed and recorded and that, thereafter, a contribution has been deposited in the #Hudson Yards District Improvement Fund#. The execution and recording of such instruments and the payment of such non-refundable contribution shall be a precondition to the filing for or issuing of any building permit allowing more than the basic maximum #floor area# for such #development# or #enlargement#.

\* \* \*

**93-40  
HEIGHT AND SETBACK REGULATIONS**

\* \* \*

**93-42  
Height and Setback in Subdistricts A through E F**  
In Subdistricts A through E, the underlying height and setback regulations shall not apply, except as set forth in Section 93-542 (Height and setback in Subareas D4 and D5). In lieu thereof, the provisions of this Section shall apply. These regulations are further modified in certain locations as set forth in Section 93-50 (SPECIAL HEIGHT AND SETBACK REGULATIONS IN SUBDISTRICTS A THROUGH E). The rooftop regulations set forth in Section 93-41 shall apply. The height of all #buildings or other structures# shall be measured from #curb level#.

In Subareas D4 and D5 of the Hells Kitchen Subdistrict, the underlying height and setback regulations shall apply as set forth in Section 93-542 (Height and setback in Subareas D4 and D5), as modified by Section 93-41 (Rooftop Regulations).

In Subdistricts A, B, and C, Subareas D1, D2 and D3 of the Hells Kitchen Subdistrict, and Subdistrict E, the underlying height and setback regulations shall not apply. In lieu thereof, the provisions of Section 93-41 (Rooftop Regulations) and paragraphs (a) through (d) of this Section shall apply. These regulations are further modified in certain locations as set forth in Section 93-50 (SPECIAL HEIGHT AND SETBACK REGULATIONS). The height of all #buildings or other structures# shall be measured from #curb level#.

In Subdistrict F, the underlying height and setback regulations shall not apply. In lieu thereof, the provisions of Section 93-41 (Rooftop Regulations) and Section 93-56 (Special Height and Setback Regulations in Subdistrict F) shall apply.

\* \* \*

**93-50  
SPECIAL HEIGHT AND SETBACK REGULATIONS IN SUBDISTRICTS A THROUGH E**

In Subdistricts A through E, B, and C, and Subareas D1, D2 and D3 of the Hells Kitchen Subdistrict, and Subdistrict E, the height and setback regulations set forth in paragraphs (a) through (d) of Section 93-42 shall apply, except that such regulations are modified in certain locations as set forth in this Section. Such modifications include the establishment of #street wall# location regulations, minimum base heights and maximum length of building walls for towers, and modifications of maximum base heights, depths of required setbacks, and tower #lot coverage#. Special provisions for recesses and sidewalk widenings are as follows:

\* \* \*

(b) Sidewalk Widenings

Where a #street wall# is required to extend along the entire #street# frontage of a #zoning lot#, and such #street# is intersected by a #street# with a mandatory sidewalk widening, no #street wall# shall be required within such sidewalk widening. Where corner articulation rules apply, the inner

boundary of any required sidewalk widening may be considered to be the #street line#. The mandatory #street wall# requirements are illustrated on Map 3 in Appendix A of this Chapter. Where sidewalk widening lines are specified, such lines shall be parallel to and five or ten feet from the #street line#, as required pursuant to Section 93-61 and illustrated on Map 4 (Mandatory Sidewalk Widenings) in Appendix A.

In Subdistrict F, the provisions of Section 93-41 (Rooftop Regulations) and Section 93-56 (Special Height and Setback Regulations in Subdistrict F) shall apply.

\* \* \*

**93-56  
Special Permit for Modification of Height and Setback Regulations  
Special Height and Setback Regulations in Subdistrict F**

The height and setback regulations set forth in this Section 93-56, inclusive, shall apply to specific sites identified as Sites 1 through 6 on Map 6 (Subdistrict F Site Plan) in Appendix A of this Chapter. Portions of a #building# located entirely below grade, and exempt from the definition of #floor area# shall be permitted to extend beyond such designated site locations. However, Site 6 may be extended in a westerly direction, by up to 40 feet to accommodate a public #school# in accordance with the provisions of paragraph (b) of Section 93-568 (Site 6).

Map 4 (Mandatory Sidewalk Widenings) in Appendix A of this Chapter identifies the location of a sidewalk widening required along Eleventh Avenue that is referenced in this Section 93-56, inclusive. Regulations governing the design of this sidewalk widening are set forth in Section 93-61 (Sidewalk Widenings).

Public Access Areas in Subdistrict F shall be comprised of publicly accessible open spaces, private streets and pedestrian ways. Map 7 (Subdistrict F Public Access Area Plan) in Appendix A of this Chapter, identifies the location of publicly accessible open spaces, private streets, and pedestrian ways which are referenced in this Section 93-56.

Publicly accessible open spaces are comprised of the 'Western Open Space', the 'Central Open Space', the 'Southwest Open Space', the 'Northeast Plaza', the 'Midblock Connection', and the '#High Line#'. General rules governing such publicly accessible open spaces are set forth in Section 93-75 (Publicly Accessible Open Spaces in Subdistrict F).

Publicly accessible private streets are comprised of the 'Northern Street' (including the alley) and the 'Southern Street'. Publicly accessible pedestrian ways are comprised of the 'West 30th Street Corridor', and the 'Connector'. General rules governing such private streets and pedestrian ways are set forth in Section 93-76 (Publicly Accessible Private Streets and Pedestrian Ways in Subdistrict F).

The chairperson of the City Planning Commission may modify the height and setback regulations set forth in this Section provided that the Chairperson certifies to the Commissioner of Buildings that such a change is the minimum necessary to accommodate the ventilation requirements of the below-grade rail operations. Any application for such change shall include a Mechanical Plan that conveys the extent of the needs and required modifications, as well as a letter from the Metropolitan Transit Authority describing the needs for such modifications.

**93-561  
General rules for Subdistrict F**

The following regulations shall apply to all #buildings or other structures# within Sites 1 through 6:

(c) #Street wall# location

For the purposes of applying the height and setback regulations of this Section 93-56, inclusive, wherever a #building# fronts upon any publicly accessible open space, private street, or pedestrian way as shown on Map 7, the boundary of such publicly accessible open spaces, private streets, pedestrian ways shall be considered to be a #street line#. Furthermore, for the purposes of applying such height and setback regulations, the sidewalk widening line required along Eleventh Avenue shall be considered the Eleventh Avenue #street line#.

Wherever a #building# on Sites 1, 5 or 6 faces the #High Line#, the #street wall# shall not be located closer than five feet to the edge of the #High Line# (as shown on Map 7).

(b) Measurement of #building# heights

(1) Measurement of #street wall# heights

For portions of a #building# that front upon a publicly accessible sidewalk, the maximum base height, and, where applicable, transition height of a #street wall# shall be measured from the mean level of the public sidewalk that such #street wall# fronts upon. For portions of a #building# that front upon publicly accessible open spaces in which no sidewalks are provided adjacent to a #street wall#, the maximum base height, or, where applicable, transition height of a #street wall# shall be measured from the mean level of the final grade of the open space that such #street wall# fronts upon. However, the following #street wall# heights shall be measured from the #High Line bed#:

- (i) On Site 6, the portion of a #street wall# above the #High Line bed# facing the #High Line# beyond 60 feet of Eleventh Avenue; and
- (ii) On Site 6 along the Southwest Open Space within 60 feet of the #High Line#.

(2) Measurement of tower heights

The height of a tower of a #building# shall be measured from the highest level of the adjoining public sidewalk or finished grade adjoining such #building# on its respective site, except that on Site 5 the height of the tower shall be measured from the #High Line bed#. Where minimum height differences are required between towers, such heights, for each tower, shall be measured from the Manhattan Datum, which is 2.75 feet above Sea Level.

(c) Towers

Criteria for towers on Sites 1 through 6 are set

forth in this Section 93-56, inclusive. The minimum distance between all such towers shall be 60 feet.

**93-562  
Street wall regulations for certain streets**  
The locations of all #street walls# identified in this Section 93-562 are shown on Map 9 (Subdistrict F Mandatory Street Wall Requirements) in Appendix A of this Chapter.

(a) Applicability

The provisions of this Section 93-562 shall apply to:

- (1) All #street walls# of #buildings# on Site 1:
  - (i) That front along the Northern Street;
  - (ii) That front along the Western Open Space within 60 feet of the Northern Street; and
  - (iii) That front along the Midblock Connection within 60 feet of the Northern Street.
- (2) All #street walls# of #buildings# on Site 2:
  - (i) That front along Eleventh Avenue south of the Northeast Plaza;
  - (ii) That front along the Northern Street; and
  - (iii) That front along the Midblock Connection within 60 feet of the Northern Street.
- (3) All #street walls# of a #building# on Site 4:
  - (i) That front along Eleventh Avenue;
  - (ii) That front along the Northern Street within 50 feet of Eleventh Avenue; and
  - (iii) That front along the Southern Street within 50 feet of Eleventh Avenue.
- (4) All #street walls# of a #building# on Site 6:
  - (i) That front along Eleventh Avenue five feet north of the #High Line#;
  - (ii) That front along the Southern Street;
  - (iii) That front along the #High Line#, completely above the #High Line bed#;
  - (iv) That front along the Southwest Open Space within 60 feet of the #High Line#; and
  - (v) That front along the Southwest Open Space within 60 feet of the Southern Street.

(b) #Street wall# location

All #street walls# of #developments# or #enlargements# identified in paragraph (a) of this Section shall be located on the #street line#. All such #street walls# shall extend along the entire #street# frontage of the site, or required portion identified in paragraph (a) of this Section. However, such #street wall# location rules may be modified in accordance with the recess provisions of paragraph (c) of this Section.

(c) Recesses

- (1) Ground floor recesses up to three feet deep shall be permitted for access to #building# entrances;
- (2) To allow for corner articulation, the required #street wall# may be located anywhere within an area bounded by intersecting #street lines# and lines 15 feet from and parallel to such lines;
- (3) To ensure variation in the required #street wall#, a #building# shall provide recesses or ground floor level setbacks in accordance with the following provisions.
  - (i) A minimum of 20 percent of the #aggregate width of street walls# shall provide a minimum recess of three feet from the #street wall# above the level of the second #story#, except for the portion of Site 6 which fronts along the High Line, such recess shall be provided above the level of the first #story#. However, no portion of such recess shall be located within 30 feet of the intersection of two #street lines#, except where corner articulation is provided in accordance with paragraph (2) of this paragraph.
  - (ii) A maximum of 30 percent (or 50 percent for Site 4) of the #aggregate width of street walls# may provide a recess of up to 15 feet at any level, which may extend to the height of the building base, and, may allow for portions of towers to rise without setback from the ground floor level. However, no such setbacks shall be permitted within 30 feet of the intersection of two #street lines#, except where corner articulation is provided in accordance with paragraph (2) of this paragraph.

**93-563  
Site 1**

In addition to the applicable requirements set forth in Section 93-562, the provisions of this Section 93-563 shall apply to #buildings# on Site 1.

(a) Building base

- (1) Facing West 33rd Street

The #street wall# of the #development# or #enlargement# facing West 33rd Street may rise without setback to a maximum base height of 120 feet before a setback is

required. However, no setbacks shall be required within 150 feet of Twelfth Avenue.

- (2) Facing the Northern Street  
The provisions of this paragraph (2) shall apply to #street walls# facing the Northern Street, the Western Open Space and the Midblock Connection within 60 feet of the Northern Street. Such #street walls# shall rise without setback to a minimum base height of 60 feet and a maximum base height of 90 feet.

- (3) Facing the Western Open Space  
The provisions of this paragraph (3) shall apply to #street walls# facing the Western Open Space beyond 60 feet of its intersection with the Northern Street. The #street wall# of the #development# or #enlargement# may rise without setback to a maximum base height of 90 feet before a setback is required. However, no setbacks shall be required within 150 feet of Twelfth Avenue.

(b) Transition height

All portions of a #building# that exceed the applicable maximum base height specified in paragraph (a) of this Section shall be set back in accordance with the provisions of this paragraph (b), except that where towers are provided directly above a portion of the transition height, such a portion of transition height located directly below a tower shall provide setbacks in accordance with the tower provisions of paragraph (c) of this Section.

Portions of a #building# facing West 33rd Street that exceed the maximum base height shall be set back from the West 33rd Street #street line# a minimum of 20 feet. Portions of a #building# facing the Western Open Space that exceed the maximum base height shall be set back from the #street wall# of a #building# facing the Western Open Space a minimum of 30 feet. However, in both cases, no such setback shall be required within 150 feet of Twelfth Avenue.

Above the maximum base height a #street wall# may rise to a maximum transition height equal to one-half the height of the #street wall# of the #building# base facing the Western Open Space. Such a transition height shall not exceed a maximum height of 135 feet.

All portions of a #building# that exceed the maximum transition height shall comply with the tower provisions of paragraph (c) of this Section.

(c) Towers

All #stories# of a #development# or #enlargement# located partially or wholly above the maximum transition height shall be considered a 'tower' and shall comply with the provisions of this paragraph.

(1) Required setbacks

All towers, or portions of a transition height located beneath a tower, shall be set back at least 15 feet from the #street line# of West 33rd Street and from the #street walls# of the #building# facing the Northern Street, except that the depth of such set back distance may include the depth of any permitted recesses. However, no setbacks shall be required within 150 feet of Twelfth Avenue, along the Western Open Space, or along the Midblock Connection to allow portions of towers that comply with the provisions of sub-paragraphs (2) and (3) of this paragraph (c) to rise without setback.

(2) Maximum floor plate

If more than one tower is provided on Site 1, the aggregate gross area of any such tower #stories#, measured at any height, shall not exceed 24,000 square feet.

(3) Maximum length and height

The outermost walls of all #stories# of a tower, when viewed from above, shall be inscribed within a rectangle where the east-west dimension shall not exceed a length of 110 feet and the north-south dimension shall not exceed a length of 160 feet. Where more than one tower is located on Site 1, each tower shall comply independently with such maximum dimensions.

If more than one tower is located on Site 1, the height of the easternmost tower shall be a minimum of 100 feet greater than the height of the westernmost tower.

All #buildings# that exceed a height of 300 feet shall provide articulation in accordance with Section 93-569 (Tower Top Articulation).

**93-564  
Site 2**

In addition to the applicable requirements set forth in Section 93-562, the provisions of this Section 93-564 shall apply to #buildings# on Site 2.

(a) Building base

(1) Facing Eleventh Avenue

The provisions of this paragraph (1) shall apply to #street walls# facing Eleventh Avenue (exclusive of #street walls# facing the Northeast Plaza), and the Northern Street within 60 feet of Eleventh Avenue. Such #street walls# shall rise without setback to a minimum height of 120 feet and a maximum height of 150 feet. Above a height of 150 feet, all portions of such #building# shall be set back from the #street wall# of the #building# at least 15 feet, except such set back distance may include the depth of any permitted

recesses. These building base provisions may apply along the Northern Street #street line# beyond 60 feet of Eleventh Avenue, up to a maximum distance of 100 feet from Eleventh Avenue.

(2) Facing the Northern Street

The provisions of this paragraph (2) shall apply to #street walls# facing the Northern Street beyond 60 feet of Eleventh Avenue (or beyond 100 feet if the optional building base provisions of sub-paragraph (1) of this paragraph (a) are applied along the Northern Street), and the Midblock Connection within 60 feet of the Northern Street. Such #street walls# shall rise without setback to a minimum height of 90 feet and a maximum height of 120 feet. Above a height of 120 feet, all portions of such #buildings# facing the Northern Street shall be set back from the #street wall# of the #building# at least 15 feet, except such set back distance may include the depth of any permitted recesses. Portions of #street walls# along the Midblock Connection within 60 feet of the Northern Street need not setback after the maximum base height to allow tower portions that comply with the provisions of paragraph (b) of this Section to rise without setback.

(3) Facing West 33rd Street

#Street walls# facing West 33rd Street (exclusive of the Northeast Plaza) may rise without setback to a maximum base height of 150 feet. Above a height of 150 feet, setbacks shall be required as follows:

- (i) Portions of a #building# facing West 33rd Street within 150 feet of the Eleventh Avenue #street line# shall provide a 15 foot setback from the #street line# of West 33rd Street;

- (ii) Portions of a #building# beyond 150 feet of Eleventh Avenue that do not exceed an #aggregate width of street wall# of 150 feet, as measured along the West 33rd Street #street line# shall be permitted to rise without setback; and

- (iii) Portions of a #building# located beyond 150 feet of Eleventh Avenue, which exceed the #aggregate width of street wall# of 150 feet as measured along the West 33rd Street #street line# shall be set back a minimum of 15 feet from the #street line# of West 33rd Street.

All portions of a #building# that exceed a height of 150 feet shall comply with the tower provisions of paragraph (b) of this Section.

(b) Towers

All #stories# of a #development# or #enlargement# located partially or wholly above a height of 150 feet shall be considered a 'tower' and shall comply with the provisions of this paragraph (b). Not more than one tower shall be allowed on Site 2.

(1) Maximum floor plate

The gross area of any tower #story# shall not exceed 40,000 square feet. However, if a tower complies with the provisions of sub-paragraph (2) (i)-(ii) of this paragraph (b), such 40,000 square foot limitation shall not apply to any #story# located entirely below a height of 250 feet.

(2) Maximum length and height

The outermost walls of all #stories# of a tower, when viewed from above, shall be inscribed within a rectangle where the east-west dimension shall not exceed a length of 250 feet below a height of 400 feet. Above a height of 400 feet, such rectangle shall not exceed a length of 225 feet. However if setbacks are provided as follows, such lengths shall not apply to the portion of a #building# below a height of 250 feet provided:

- (i) All tower #stories# are set back at least 50 feet from the Eleventh Avenue #street line#; and
- (ii) All tower #stories# are set back at least 15 feet from the Midblock Connection #street line#.

All #buildings# that exceed a height of 300 feet shall provide articulation in accordance with Section 93-569 (Tower Top Articulation).

**93-565  
Site 3**

The regulations of this Section 93-565 shall apply to all #buildings# within Site 3.

All #stories# of a #development# or #enlargement# located wholly or partially above the highest level of the adjoining public sidewalk or finished grade on Site 3 shall be considered a 'tower' and shall comply with the provisions of this Section 93-565. Not more than one tower shall be permitted on Site 3.

(a) Ground floor

A maximum of 6,000 square feet of the ground floor shall be permitted to provide #residential uses#. The remaining portion of the ground floor shall provide an area that is accessible to the surrounding publicly accessible open spaces listed in Section 93-75. Such space may be open or enclosed, but shall have height of at least 40 feet measured from the level of an adjoining finished grade or sidewalk.

If open, such space shall be considered part of the

Central Open Space and comply with the regulations set forth in 93-75. If enclosed, such space shall provide ground floor #uses# pursuant to Section 93-14, and shall adjoin a minimum of 70 percent of the perimeter of the outermost walls of the ground floor of the #building# to a minimum depth of 30 feet. Such outermost wall shall be at least 70 percent glazed with transparent material to a height of 40 feet.

(b) Maximum floor plate

The gross area of any #story# of a #building# on Site 3 shall not exceed 12,000 square feet.

(c) Maximum length and height

The maximum horizontal dimension of the tower, measured in any direction, shall not exceed 145 feet. However, if the angle of the tower's maximum horizontal dimension is aligned within 15 degrees of a diagonal line bisecting the Site 3 rectangle in plan (as shown on Map 6) from its southwest corner to its northeast corner, then the maximum horizontal dimension measured in this direction may be increased to 160 feet, provided that the maximum dimension measured perpendicular to such increased dimension does not exceed a length of 120 feet.

The maximum height of a #building# within Site 3 shall be a minimum of 100 feet taller than the #building# height of Site 5.

All #buildings# that exceed a height of 300 feet shall provide articulation in accordance with Section 93-569 (Tower Top Articulation).

**93-566  
Site 4**

In addition to the applicable requirements set forth in Section 93-562, the provisions of this Section 93-566 shall apply to #buildings# on Site 4. Not more than one tower shall be permitted on Site 4.

(a) Street wall location along Northern and Southern Streets

Any portion of a #street wall# facing the Northern Street within 100 feet of Eleventh Avenue shall be set back at least 15 feet from the Northern Street #street line#, which shall coincide with the northern edge of the Site 4 boundary. Any portion of a #street wall# facing the Northern Street that extends beyond 100 feet of Eleventh Avenue as measured along the Northern Street #street line# shall be set back at least 30 feet from the Northern Street #street line#. Any portion of a #street wall# facing the Southern Street that extends beyond 100 feet of Eleventh Avenue as measured along the Southern Street #street line# shall be set back at least 15 feet from the Southern Street #street line#.

(b) Building base facing Eleventh Avenue

The provisions of this paragraph (b) shall apply to #street walls# below a height of 120 feet facing Eleventh Avenue and the Northern and Southern Streets within 50 feet of Eleventh Avenue. Such #street walls# shall rise without setback to a minimum height of 90 feet and a maximum height of 120 feet. Above a height of 120 feet, all portions of a #building# facing Eleventh Avenue shall be set back from the #street wall# of the #building# at least 15 feet, except such set back distance may include the depth of any permitted recesses. Portions of #street walls# along the Northern and the Southern Streets within 50 feet of Eleventh Avenue need not setback after the maximum base height to allow tower portions that comply with the provisions of paragraph (c) below to rise without setback.

All portions of a #building# that exceed the maximum base height of 120 feet shall comply with the tower provisions of paragraph (c) of this Section.

(c) Towers

All #stories# of a #development# or #enlargement# located partially or wholly above the maximum base height of 120 feet shall be considered a 'tower' and shall comply with the provisions of this paragraph. Not more than one tower shall be permitted on Site 4.

(1) Maximum floor plate

The gross area of any such #story# shall not exceed 12,000 square feet.

(2) Maximum length and height

For any portion of a #building# above 120 feet, the maximum horizontal dimension, measured in any direction, shall not exceed 145 feet. However, if the angle of the tower's maximum horizontal dimension is aligned within 15 degrees of a diagonal line bisecting the Site 4 rectangle in plan (as shown on Map 6) from its southwest corner to its northeast corner, then the maximum horizontal dimension measured in this direction may be increased to 160 feet, provided that the maximum dimension measured perpendicular to such increased dimension does not exceed 120 feet.

The maximum height of a #building# on Site 4 shall be a minimum of 100 feet taller than any #building# located on Site 3.

All #buildings# that exceed a height of 300 feet shall provide articulation in accordance with Section 93-569 (Tower Top Articulation).

**93-567  
Site 5**

All #stories# of a #development# or #enlargement# located wholly or partially above finished grade on Site 5 shall be considered a 'tower' and shall comply with the provisions of this Section 93-567.

On Site 5, a #building or other structure# may be located adjacent to and above the #High Line#, provided no portion of such #building or other structure# is located within five feet of the edge of the #High Line# from the level of finished

grade to a level of 60 feet above the level of the #High Line bed# (as shown on Map 7).

(a) Maximum floor plate

The gross area of any #story# within that portion of a #building or other structure# located wholly or partially above the finished grade to a height of 60 feet above the #High Line bed# shall not exceed 5,000 square feet. However, such maximum floor plate shall exclude portions of a #building or other structure# that are west of the #High Line# below a height of 60 feet above the #High Line bed#, provided that the maximum horizontal dimension of such portion, measured in any direction, shall be 30 feet.

The gross area of any #story# within that portion of a #building# located above a height of 60 feet above the #High Line bed# shall not exceed 12,000 square feet.

(b) Maximum length and height

At or below a height of 60 feet above the #High Line bed#, if a #building or other structure# is #developed# with portions on both sides of the #High Line#, the minimum horizontal dimension, measured in any direction between such portions shall be 60 feet.

For that portion of a #building# located above a height of 60 feet above the #High Line bed#, the maximum horizontal dimension, measured in any direction, shall not exceed 145 feet. However, if the angle of such maximum horizontal dimension is aligned within 15 degrees of a diagonal line bisecting the Site 5 rectangle in plan (as shown on Map 6) from its south-west corner to its north-east corner, then the maximum horizontal dimension measured in this direction may be increased to 160 feet, provided that the maximum dimension measured perpendicular to such increased dimension does not exceed 120 feet. The maximum horizontal dimension for that portion of a #building# which spans over the #High Line#, measured in any direction, shall not exceed 120 feet.

The maximum height of a #building# on Site 5 shall be 450 feet.

All #buildings# that exceed a height of 300 feet shall provide articulation in accordance with Section 93-569 (Tower Top Articulation).

**93-568 Site 6**

In addition to the applicable requirements set forth in Section 93-562, the provisions of this Section 93-568 shall apply to #buildings# on Site 6.

(a) Height and setback regulations

(1) Street wall facing West 30th Street, beneath the #High Line#.

The provisions of this paragraph (a) shall apply to #street walls# on Site 6 beneath the #High Line# that face West 30th Street, Eleventh Avenue and the Southwest Open Space.

All such #street walls# shall extend along the entire #street# frontage of the site, except that along West 30th Street, the #street wall# shall be no closer to the northerly #street line# of West 30th Street than the northerly edge of the southern row of structural columns of the #High Line#, and along the Southwest Open Space and Eleventh Avenue, the #street wall# shall extend to a point five feet north of the #High Line#. Ground floor recesses up to three feet deep shall be permitted for access to #building# entrances.

All such #street walls# shall rise without setback to a maximum height of the underside of the #High Line bed#.

(2) Building base

(i) Facing Eleventh Avenue and the Southern Street, north of the #High Line#

The provisions of this paragraph (i) shall apply north of the #High Line# to #street walls# facing Eleventh Avenue, the Southern Street, portions of #street walls# facing the #High Line# within 60 feet of Eleventh Avenue, and portions of #street walls# facing the Southwest Open Space within 60 feet of the Southern Street. Such #street walls# shall rise without setback to a minimum height of 60 feet and a maximum height of 90 feet. Above a height of 90 feet, all portions of such #buildings# facing Eleventh Avenue, the #High Line# and the Southern Street shall be set back from the #street wall# of the #building# at least 15 feet, except such set back distance may include the depth of any permitted recesses. Portions of #street walls# along the Southwest Open Space within 60 feet of the Southern Street need not set back after the maximum base height to allow portions of towers that comply with the provisions of sub-paragraph (3) of this paragraph (a) to rise without setback. These building base provisions may apply along the #High Line# beyond 60 feet of Eleventh Avenue, up to a maximum distance of 100 feet from Eleventh Avenue.

(ii) Facing West 30th Street, north of the #High Line#.

The provisions of this paragraph (ii) shall apply to #street walls# above the #High Line bed#, facing the #High Line# beyond 60 feet of Eleventh Avenue, and to those portions of #street walls# facing the Southwest Open Space that are within 60 feet of the #High Line#. Such #street walls# shall rise without setback to a minimum height of 50 feet as measured above the level of the #High Line bed#, and a maximum height of 60 feet as measured above the level of the #High Line bed#. Above a height of 60 feet, all portions of such #buildings# facing the #High Line# shall be set back from the #street wall# of the #building# at least 15 feet, except such set back distance may include the depth of any permitted recesses. Portions of #street walls# along the Southwest Open Space within 60 feet of Eleventh Avenue need not setback after the maximum base height to allow tower portions that comply with the provisions of sub-paragraph (3) of this paragraph (a) to rise without setback.

All portions of a #building# that exceed the maximum base height of 90 feet shall comply with the tower provisions of sub-paragraph (3) of this paragraph (a).

(3) Towers

All #stories# of a #development# or #enlargement# located partially or wholly above a height of 90 feet shall be considered a 'tower' and shall comply with the provisions of this sub-paragraph (3).

(i) Maximum floor plate

If more than one tower is provided on Site 6, the aggregate gross area of any such tower #stories#, measured at any height, shall not exceed 24,000 square feet.

(ii) Maximum length and height

The outermost walls of all #stories# of a tower, when viewed from above, shall be inscribed within a rectangle where the east-west dimension shall not exceed a length of 160 feet and the north-south dimension shall not exceed a length of 110 feet. Where more than one tower is located on Site 6, each tower shall comply independently with such maximum dimensions.

The #aggregate width of street walls# of all #stories# of a tower facing the Southern Street or the #High Line# shall not exceed 220 feet within 40 feet of the #street wall# of the #building# base.

If more than one tower is provided on Site 6, such towers shall either be equal in height, or the easternmost tower shall have a height greater than the height of the westernmost tower.

All #buildings# that exceed a height of 300 feet shall provide articulation in accordance with Section 93-569 (Tower Top Articulation).

(b) Certification to expand Site 6

The area of Site 6, as shown on Map 6, may be extended westward by up to 40 feet in order to accommodate a public #school# upon certification of the Chairperson of the City Planning Commission that:

- (1) The Chairperson of the City Planning Commission is in receipt of a letter from the School Construction Authority that describes the need for the additional area;
- (2) A Site Plan and Landscape Plan for the Southwest Open Space have been approved by the Chairperson of the City Planning Commission;
- (3) No portion of a tower located on Site 6 extends beyond 395 feet west of the Eleventh Avenue #street line#; and
- (4) Any portion of a #building# located beyond 395 feet from the Eleventh Avenue #street line# affects southwesterly view corridors from the Central Open Space towards the Hudson River to the minimum extent necessary to accommodate a public #school#.

**93-569 Tower Top Articulation**

All #buildings# that exceed a height of 300 feet and are required to comply with the tower top articulation provisions of this Section shall provide articulation in accordance with the following:

The uppermost 40 feet of the #building# shall have a #lot coverage # of at least 50 percent of the #story# immediately below such 40 feet, and a maximum #lot coverage # of 80 percent of the #story# immediately below such 40 feet. 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 Section, 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.

**93-57 Special Permit for Modification of Height and Setback Regulations**

Within the #Special Hudson Yards District#, except within C1-7A Districts or C2-5 Districts mapped within R8A Districts, for #developments# or #enlargements# on #zoning lots# with at least 20,000 square feet of #lot area# or #developments# or #enlargements# on any size #zoning lot# that occupy the entire #block# front along a #wide street#, the City Planning Commission may modify the regulations set forth in Sections 93-40 (HEIGHT AND SETBACK REGULATIONS), inclusive, and 93-50 (SPECIAL HEIGHT AND SETBACK REGULATIONS IN SUBDISTRICTS A THROUGH E), inclusive, provided the Commission finds that:

\* \* \*

**93-60 MANDATORY IMPROVEMENTS**

**93-61 Sidewalk Widening**

Map 4 (Mandatory Sidewalk Widening) in Appendix A of this Chapter specifies locations of mandatory sidewalk widenings. The depth of such sidewalk widenings shall be as indicated on Map 4 in Appendix A and shall be measured perpendicular to the #street line#. All sidewalk widenings shall be improved as sidewalks to Department of Transportation standards, at the same level as the adjoining public sidewalks, and shall be accessible to the public at all times.

\* \* \*

**93-70 PUBLIC ACCESS REQUIREMENTS FOR SPECIAL SITES**

\* \* \*

**93-75 Publicly Accessible Open Spaces in Subdistrict F**

Public access areas in Subdistrict F shall be comprised of publicly accessible open spaces, private streets and pedestrian ways.

Publicly accessible open spaces are listed in this Section 93-75, inclusive. Such publicly accessible open spaces shall be comprised of the Western Open Space, the Central Open Space, the Southwest Open Space, the Northeast Plaza, the Midblock Connection, and the #High Line# as described within this Section 93-75, inclusive. Map 7 (Subdistrict F Public Access Area Plan) in Appendix A of this Chapter identifies the location of publicly accessible open spaces.

General requirements for each publicly accessible open space are set forth within this Section. Design requirements for each publicly accessible open space are set forth in Section 93-77 (Design Criteria for Public Access Areas in Subdistrict F). The phasing and approval process for each publicly accessible open space is set forth in Section 93-78 (Site and Landscape Plan for Public Access Areas in Subdistrict F). All publicly accessible open spaces listed in this section shall be accessible to the public from the hours of 6:00 am to 1:00 am with the exception of the #High Line#, and the Northeast Plaza, which shall provide hours of access pursuant to Section 37-727.

**93-751 General Requirements for the Western Open Space**

A publicly accessible open space, (henceforth referred to as the 'Western Open Space'), shall be provided in Subdistrict F. Such a space shall be open to the sky, except that amenities that are provided in accordance with this Section 93-75, and Section 93-77 shall be permitted to cover a portion of the Western Open Space.

(a) General purpose

The Western Open Space is intended to serve the following purposes:

- (1) To provide a major open space that joins the northern portion of the #High Line# open space network on its west to the open space networks leading to the Hudson Park and Boulevard on its east
- (2) To provide a large open lawn area overlooking the Hudson River for public use and enjoyment; and
- (3) To provide transition areas that offer shade, supplemental space between the open lawn and surrounding buildings, and connections between surrounding publicly accessible open spaces.

(b) Location and minimum dimensions

The Western Open Space shall be located east of the #High Line#, and encompass the area between Sites 1 and 5 as shown on Map 7. The Western Open Space shall have a minimum easterly boundary of 225 feet as measured from the easterly #street line# of Twelfth Avenue.

(c) Core elements

The Western Open Space shall provide the following core elements:

(1) Lawn area

An accessible lawn area shall be provided with a minimum area of one acre. Any lawn area located within 40 feet of a #building# wall on Sites 1 or 5 shall not contribute towards this one acre requirement. The required lawn area shall be comprised of the following amenities:

- (i) A continuous lawn area shall be provided over a minimum of 75 percent of the required one acre. Such area shall have a maximum slope of three degrees and unobstructed visual access toward the Hudson River.
- (ii) A transitional lawn area may be provided for a maximum of 25 percent of the required one acre of lawn area. Such area need not be continuous, and shall have a maximum slope of 15 degrees. Trees and other plantings shall be permitted in such area.

- (2) **#High Line# connection**  
 Access to the #High Line# shall be provided along a minimum of 75 feet and a maximum of 150 feet of #High Line# frontage length. Such frontage need not be continuous, however, in order to qualify as unobstructed access that contributes to the minimum 75 foot requirement set forth in this paragraph, a minimum frontage width of five feet is required. Such access need not be opened to the public until the #High Line# is reconstructed as public open space in accordance with the provisions of Section 93-756.
- (3) **Supplemental area**  
 Any space provided in the Western Open Space which does not meet the criteria for lawn area set forth in paragraph (c) (1) of this Section or the criteria for the #High Line# connection set forth in paragraph (c) (2) of this Section shall be designated as supplemental area and shall comply with the requirements set forth in this paragraph (c) (3).  
 A minimum of 50 percent of the supplemental area shall be landscaped with soft ground cover, and the remaining 50 percent may be paved. At least one tree shall be provided for every 2,000 square feet of supplemental area. Such trees may be distributed anywhere within the supplemental area.  
 A minimum of two unimpeded paved pedestrian accesses, each with a minimum width of 12 feet, shall be provided in the supplemental area. One such pedestrian access shall link the Northern Street's allee to the #High Line#, and the second such pedestrian access shall link the Southern Street to the #High Line#.  
 A minimum of one linear foot of seating shall be provided for every 75 square feet of supplemental area. At least 50 percent of such required seating shall provide seatbacks. Such seating may be distributed anywhere within the supplemental area.  
 Permanent structures such as food or information kiosks, pavilions or public restrooms, may be placed within the supplemental area provided the height of such structures does not exceed 20 feet. The maximum #lot coverage# that all such permanent structures may occupy shall be 400 square feet, and shall be exempt from the definition of #floor area#.

(d) **Transparency**

For portions of #buildings# on Site 1 and Site 5 fronting upon the Western Open Space, a minimum of 50 percent of the surface area of the ground floor #street wall# fronting upon the open space shall be treated with clear, un-tinted transparent material.

(e) **Permitted encroachments from private streets and pedestrian ways**

The Connector and the terminus of the Northern Street shall be permitted to encroach upon the supplemental area of the Western Open Space, provided that a Site Plan incorporating the private street or pedestrian way is approved in conjunction with the Western Open Space pursuant to Section 93-78.

**93-752  
 General Requirements for the Central Open Space**

A publicly accessible open space, (henceforth referred to as the 'Central Open Space'), shall be provided in Subdistrict F. Such a space shall be open to the sky, except that portions of a #building# on Site 3 and amenities that are provided in accordance with this Section 93-75, and Section 93-77, shall be permitted to cover a portion of the Central Open Space.

(a) **General purpose**

The Central Open Space is intended to serve the following purposes:

- (1) To serve as a neighborhood open space;
- (2) To provide amenities for area residents, workers, and the general public; and
- (3) To provide areas that offer varied programs, supplemental spaces between amenities and surrounding #buildings# and connections between surrounding publicly accessible open spaces.

(b) **Location and dimensions**

The Central Open Space shall be located within the area bounded by the Northern Street, the Southern Street, the Connector and Eleventh Avenue, and shall also be comprised of any portion of Sites 3 and 4 which are not covered by #buildings# at the ground level as shown on Map 7.

The Central Open Space shall have a minimum dimension in the north-south direction as measured from the southerly #street line# of the Northern Street to the northerly #street line# of the Southern Street of 175 feet. In addition, the minimum dimension of the Central Open Space in the north-south direction between the northern boundary of Site 3 and the southerly #street line# of the Northern Street shall be 55 feet.

The Central Open Space shall have a minimum dimension in the east-west direction as measured from the easterly #street line# of the Connector to the westerly #street line# of Eleventh Avenue of 545 feet. In addition, the minimum dimension of the open space in the east-west direction between the eastern boundary of Site 3 and the western boundary of Site 4 shall be 265 feet.

Within 350 feet of the Eleventh Avenue #street line#, the maximum height of the finished grade of the Central Open Space shall be 45 feet above the Manhattan Datum, which is 2.75 feet above Sea Level. Beyond 350 feet of Eleventh Avenue, the maximum height of the finished grade shall be 47 feet above the Manhattan Datum.

(c) **Core elements**

The Central Open Space shall provide the following core elements:

(1) **Lawn area**

An accessible lawn area shall be provided with a minimum aggregate area of 10,000 square feet and a maximum slope of three degrees. Such area need not be continuous. Any lawn area located within 12 feet of a #building# wall on Sites 3 or 4 shall not contribute towards such minimum gross area.

(2) **Playground**

A playground shall be provided with a minimum area of 10,000 square feet.

(3) **Supplemental area**

Any space in the Central Open Space other than the required lawn area set forth in paragraph (c) (1) of this Section or the required playground space set forth in paragraph (c) (2) of this Section, shall be designated as supplemental area and shall comply with the requirements set forth in this Section.  
 A minimum of 50 percent of the supplemental area shall be landscaped with soft ground cover, and the remaining 50 percent may be paved. At least one tree shall be provided for every 1,500 square feet of the supplemental area. Such trees may be distributed anywhere within the supplemental area.  
 A minimum of two unimpeded paved pedestrian accesses, each with a minimum width of 12 feet, shall be provided in the supplemental area. Such pedestrian access shall link the Northern and Southern Streets and be no closer than 150 feet to one another at any point.  
 A minimum of one linear foot of seating shall be provided for every 75 square feet of supplemental area. At least 50 percent of such required seating shall provide seatbacks. Such seating may be distributed anywhere within the supplemental area.

Within 15 feet of a required sidewalk or pedestrian access, the slope of the supplemental area shall not exceed 7.5 degrees, or a maximum height of two feet. Beyond 15 feet of a required sidewalk or pedestrian access, the slope of the supplemental area shall not exceed 15 degrees.

(d) **Permanent structures**

Permanent structures, such as food or information kiosks, pavilions or public restrooms may be placed within the Central Open Space, provided the height of such structures does not exceed 20 feet. The maximum #lot coverage# that all such permanent structures may occupy shall be 400 square feet and shall be exempt from the definition of #floor area#.

(e) **Transparency**

For portions of #buildings# in Site 4 fronting upon the Central Open Space, a minimum of 50 percent of the surface area of the ground floor #street wall# fronting upon the open space shall be treated with clear, un-tinted transparent material.

(f) **Permitted encroachments from private streets and pedestrian ways**

The Connector and the terminus of the Southern Street shall be permitted to encroach upon the supplemental area of the Central Open Space, provided that a Site Plan incorporating the private street or pedestrian way is approved in conjunction with the Central Open Space pursuant to Section 93-78.

**93-753  
 General Requirements for the Southwest Open Space**

A publicly accessible open space, (henceforth referred to as the 'Southwest Open Space'), shall be provided in Subdistrict F. Such accessible open space shall be open to the sky, except that portions of a #building or other structure# on Site 5, the #High Line# and amenities that are provided in accordance with this Section 93-75, and Section 93-77 shall be permitted to cover a portion of the Southwest Open Space.

(a) **General purpose**

The Southwest Open Space is intended to serve the following purposes:

- (1) To serve as an inviting pedestrian gateway to the Western Rail Yard from open space networks along the Hudson River;
- (2) To provide pedestrian amenities and connections between surrounding public spaces both on and adjacent to the Western Rail Yard; and
- (3) To offer a unique open space experience for pedestrians through the negotiation of the area's grade changes.

(b) **Location and minimum dimensions**

The Southwest Open Space shall be located within the area bounded by Twelfth Avenue, the Western Open Space, the Southern Street, Site 6, and West

30th Street, and shall also be comprised of any portion of Site 5 which is not covered by a #building or other structure# at the ground level as shown on Map 7.

The Southwest Open Space shall have a minimum dimension in the east-west direction as measured from the easterly #street line# of Twelfth Avenue to the western boundary of Site 6 of 400 feet. However, if the length of Site 6 is extended to accommodate a public #school# in accordance with the provisions of paragraph (b) of Section 93-568, the minimum dimension shall be 360 feet.

The Southwest Open Space shall have a minimum dimension in the north-south direction as measured from the northerly #street line# of West 30th Street to the southern boundary of the Western Open Space of 180 feet and a maximum dimension of 200 feet.

(c) **Core elements**

The Southwest Open Space shall have the following core elements. For the purpose of determining the amount of an amenity to provide in relation to the area of the Southwest Open Space in this paragraph (c), the area of the Southwest Open Space shall exclude the area occupied by a #building or other structure# on Site 5 and the #High Line#.

A minimum of 50 percent of the area of the Southwest Open Space shall be landscaped with soft ground cover, and the remaining 50 percent of the Southwest Open Space may be paved. At least one tree shall be provided for every 1,500 square feet of Southwest Open Space.

An unimpeded paved pedestrian access with a minimum width of 12 feet shall link either Twelfth Avenue or West 30th Street and the Southern Street. If such pedestrian access contains 'switchbacks' comprised of a series of ascending pedestrian ways, the minimum distance between midpoints of each way, as measured in plan from the northerly edge of one way to the southerly edge of the next ascending way shall be 15 feet.

A second unimpeded paved pedestrian access with a minimum width of 12 feet shall link either Twelfth Avenue or West 30th Street and the #High Line# or with an elevator located adjacent to the #High Line# that provides public access to the #High Line# bed#. Such access need not be opened to the public until the #High Line# is reconstructed as public open space in accordance with the provisions of Section 93-756.

A minimum of one linear foot of seating shall be provided for every 75 square feet of Southwest Open Space. At least 50 percent of such required seating shall provide seatbacks.

Permanent structures, such as food or information kiosks, pavilions or public restrooms shall be permitted within the Southwest Open Space provided the height of such structures does not exceed 20 feet. The maximum area #lot coverage# that all such permanent structures may occupy shall be 1,000 square feet, provided that such structures are located entirely west of the #High Line#. Such permanent structures shall be exempt from the definition of #floor area#.

(d) **Permitted encroachments from private streets**

The terminus of the Southern Street shall be permitted to encroach upon the Southwestern Open Space, provided that a Site Plan for the Southern Street is approved in conjunction with the Southwestern Open Space pursuant to Section 93-78.

**93-754  
 General Requirements for the Northeast Plaza**

A publicly accessible open space, (henceforth referred to as the 'Northeast Plaza'), shall be provided at the intersection of West 33rd Street and Eleventh Avenue (as shown on Map 7). The area of such space shall be at least 2,600 square feet, and shall have a minimum #street# frontage of 40 feet along each #street#. The Northeast Plaza shall be #developed# in accordance with the standards of a #public plaza# as set forth in Section 37-70 (PUBLIC PLAZAS), exclusive of the area dimensions set forth in Section 37-712.

**93-755  
 General Requirements for the Midblock Connection**

A pedestrian way (henceforth referred to as the 'Midblock Connection'), shall be provided between West 33rd Street and the Northern Street (as shown on Map 7).

(a) **General purpose**

The Midblock Connection is intended to serve the following purposes:

- (1) To provide pedestrian access between West 33rd Street and the Western Rail Yard Subdistrict F; and
- (2) To provide amenities similar to a through block public plaza.

(b) **Location and dimensions**

The entirety of the Midblock Connection shall be located between 335 feet and 455 feet west of the

westerly Eleventh Avenue #street line#. The minimum width of the Midblock Connection, measured in the east-west direction, shall be 60 feet.

## (c) Core elements

The Midblock Connection shall provide the following core elements:

- (1) A minimum of one unimpeded pedestrian access, with a minimum width of 12 feet, shall be provided to connect the Northern Street with West 33rd Street;
- (2) A minimum of one linear foot of seating shall be provided for every 75 square feet of the Midblock Connection. A minimum of 50 percent of the required seating shall provide seatbacks; and
- (3) A minimum of 20 percent of the gross area of the Midblock Connection shall be landscaped with soft ground cover, and shall provide a minimum of one tree per every 1,500 square feet.

**93-756  
General Requirements for the #High Line#**

For the portion of the #High Line# which is located within the boundary of Subdistrict F the following provisions shall apply.

## (a) General purpose

The #High Line# is intended to serve the following purposes:

- (1) To serve as a continuation of the #High Line# public open space to the east and to the south of West 30th Street;
- (2) To offer a pedestrian and passive open space experience similar to the #High Line# open space south of West 30th Street, through planting, materials and amenities, while taking into account the nature and character of the Western Rail Yard site plan; and
- (3) To allow for connections to other public areas on the Western Rail Yard Subdistrict F.

## (b) Permitted #uses#

Any permitted change of #use# for the #High Line# shall be made pursuant to the provisions of 93-10 (USE REGULATIONS).

**93-76  
Publicly Accessible Private Streets and Pedestrian Ways in Subdistrict F**

Public access areas in Subdistrict F shall be comprised of publicly accessible open spaces, private streets and pedestrian ways.

Publicly accessible private streets and pedestrian ways shall be provided in Subdistrict F in addition to the publicly accessible open spaces required in Section 93-75. Such private streets and pedestrian ways shall be comprised of the Northern and Southern Streets, the West 30th Street Corridor and the Connector. Map 7 (Subdistrict F Public Access Area Plan) in Appendix A of this Chapter identifies the location of these publicly accessible private streets and pedestrian ways.

General requirements for each publicly accessible private street and pedestrian way are set forth within this Section. Design requirements for each publicly accessible private street and pedestrian way are set forth in Section 93-77 (Design Criteria for Public Access Areas in Subdistrict F). The phasing and approval process for each publicly accessible private street and pedestrian way are set forth in Section 93-78 (Site and Landscape Plan for Public Access Areas in Subdistrict F).

Publicly accessible private streets and pedestrian ways listed in this section shall be accessible to the public at all times.

**93-761  
General Requirements for the Northern Street**

A private street, (henceforth referred to as the 'Northern Street'), shall be provided south of and parallel to West 33rd Street.

## (a) General purpose

The Northern Street is intended to serve the following purposes:

- (1) To serve as the primary publicly accessible pedestrian and vehicular connection to the Western Rail Yard from Eleventh Avenue;
- (2) To provide an experience substantially similar to active public #streets# in other high-density, mixed-use districts on its north sidewalk; and
- (3) To provide a unique urban park-like experience for an active public street by connecting the Western Open Space and the Eastern Rail Yard plaza with a pedestrian alley.

## (b) Location and Dimensions

The Northern Street shall have its northerly edge located a minimum of 180 feet and a maximum of 200 feet south of the West 33rd Street #street line# (as shown on Map 7), except that a terminus to the Northern Street, located west of the Connector shall be permitted to expand beyond the maximum

dimensions, provided that such a terminus extends to provide a #building# entrance drive along Site 1, and complies with the provisions set forth in paragraph (e) of Section 93-751.

## (c) Core Elements

The Northern Street shall provide the following core elements:

## (1) Streets and sidewalk requirements

The Northern Street shall be a private street constructed to minimum Department of Transportation and Fire Department standards for public #streets#, including curbs and curb drops. Such private street shall consist of a road bed, paved with asphalt, with a minimum width pursuant to the requirements set forth by the Fire Department; a 20 foot minimum sidewalk along its entire northern curb; and a 25 foot minimum sidewalk along its entire southern curb.

## (2) Planting and seating requirements for the southern sidewalk and alley

Two trees shall be planted for every 20 feet of southern curb length of the Northern Street between Eleventh Avenue and the Connector. Fractions equal to or greater than one-half resulting from this calculation shall be considered to be one tree. Such trees shall be planted at approximately equal intervals along the entire curb length of the Northern Street.

Along the southern sidewalk trees shall be planted within five feet of the curb and the southern edge of the sidewalk. One row of trees shall be planted within five feet of the curb and a second row of trees shall be planted within five feet of the southern edge of the sidewalk. This double row of tree planting along the southern sidewalk of the Northern Street between Eleventh Avenue and the Connector shall henceforth be referred to as the 'alley' (as shown on Map 7). No #development# shall be permitted within 15 feet of the southern edge of the alley.

The alley shall provide a minimum of one linear foot of seating for every 75 square feet of the alley. A minimum of 50 percent of the required seating shall provide seatbacks.

## (3) Planting requirements for the northern sidewalk

One tree shall be planted for every 25 feet of curb length of the Northern Street along its northern curb between Eleventh Avenue and the Connector. Fractions equal to or greater than one-half resulting from this calculation shall be considered to be one tree. Such trees shall be planted at approximately equal intervals along the entire curb length of the Northern Street, until the Connector. Along the northern sidewalk, trees shall be planted within five feet of the curb.

## (4) Curb cuts

No curb cuts shall be permitted along the Northern Street, except for access to the Connector if required by the Fire Department.

**93-762  
General Requirements for the Southern Street**

A private street, (henceforth referred to as the 'Southern Street'), shall be provided north of and parallel to West 30th Street.

## (a) General purpose

The Southern Street is intended to serve the following purposes:

- (1) To serve as a publicly accessible pedestrian and vehicular connection to the Western Rail Yard from Eleventh Avenue; and
- (2) To provide an experience substantially similar to active public #streets# in other high-density, mixed-use districts;

## (b) Location and Dimensions

The Southern Street shall have its southerly edge located a minimum of 180 feet and a maximum of 200 feet north of the West 30th Street #street line# as shown on Map 7, except that a terminus to the Southern Street, located west of the Connector, shall be permitted to expand beyond the maximum dimensions, provided that such a terminus extends to provide a #building# entrance drive along Site 5, and complies with the provisions set forth in paragraph (d) of Section 93-753, and/ or paragraph (f) of Section 93-754 as applicable.

## (c) Core Elements

The Southern Street shall provide the following core elements:

## (1) Street and sidewalk requirements

The Southern Street shall be a private street constructed to minimum Department of Transportation and Fire Department standards for public #streets#, including curbs and curb drops. Such private street shall consist of a road bed, paved with asphalt, with a minimum width pursuant to requirements set forth by the Fire Department; a 15 foot minimum sidewalk along its entire northern curb; and a 20 foot minimum sidewalk along its entire southern curb;

## (2) Planting requirements for sidewalks

One tree shall be planted for every 25 feet of curb length of the Southern Street between Eleventh Avenue and the Connector. Fractions equal to or greater than one-half resulting from this calculation shall be considered to be one tree. Such trees shall be planted at approximately equal intervals along the entire length of the curb of the private street between Eleventh Avenue and the Connector; and

## (3) Curb cuts

One curb cut shall be permitted along each side of the Southern Street. The maximum width of such curb cut shall be 30 feet. A third curb cut accessing the Connector shall be permitted if required by the Fire Department.

**93-763  
General Requirements for the West 30th Street Corridor**

A pedestrian way (henceforth referred to as the 'West 30th Street Corridor'), shall be provided along the northerly sidewalk of West 30th Street adjacent to the area below the #High Line#.

## (a) General purpose

The West 30th Street Corridor is intended to serve the following purposes:

- (1) To serve as a transition space between the #High Line# and the West 30th Street sidewalk;
- (2) To allow for active frontages with publicly-accessible open areas for establishments below the #High Line#;
- (3) To provide an overall streetscape design that compliments and provides views of the #High Line# along West 30th Street.

## (b) Location and Dimensions

The West 30th Street Corridor shall be located in the area bounded by the #High Line#, Eleventh Avenue, West 30th Street, and the eastern edge of the Southwest Open Space as shown on Map 7.

In the north-south direction, the West 30th Street Corridor shall extend from the #street wall# of #buildings# beneath the #High Line# facing West 30th Street (which shall coincide with the northerly edge of the southern row of structural columns of the #High Line#) to the northerly #street line# of West 30th Street.

## (c) Core Elements

The West 30th Street Corridor shall have the following provisions for its core elements:

- (1) A pedestrian access area at least 10 feet in width shall be provided along the entire length of the West 30th Street Corridor, linking Eleventh Avenue with the sidewalk adjacent to the Southwest Open Space. Such area shall be located a minimum of five feet beyond the northerly curb line of West 30th Street, and shall be free of obstructions;
- (2) Portions between the required pedestrian access area and the #High Line# may be paved or landscaped; and
- (3) Street trees shall be planted within five feet of the northern curb of West 30th Street. One tree shall be planted for every 25 feet of curb length. Fractions equal to or greater than one-half resulting from this calculation shall be considered to be one tree. Such trees shall be planted at approximately equal intervals along the entire curb length of the West 30th Street.

**93-764  
General Requirements for the Connector**

A publicly accessible connection (henceforth referred to as the 'Connector'), shall be provided between the Northern Street and the Southern Street.

## (a) General purpose

The Connector is intended to serve the following purposes:

- (1) To serve as a connection between the Northern Street and the Southern Street;
- (2) To provide a space that compliments the surrounding publicly accessible open spaces; and
- (3) To provide an emergency egress connector pursuant to Fire Department standards.

## (b) Location and Dimensions

The western #street line# of the Connector shall be located a minimum of 225 feet east of the easterly #street line# of Twelfth Avenue (as shown on Map 7).

## (c) Core Elements

The Connector shall provide the following core elements:

- (1) The Connector shall be constructed to minimum Fire Department standards for an emergency egress connection between the Northern Street and the Southern Street, including, but not limited to, the width and materials of paved area, and permitted obstructions within such area; and
- (2) The Connector shall not be located within 15 feet of a #building#.

**93-77  
Design Criteria for Public Access Areas in Subdistrict F**

Public access areas in Subdistrict F shall be comprised of publicly accessible open spaces, private streets and pedestrian ways.

(a) Design Criteria Where publicly accessible open spaces, private streets and pedestrian ways provide elements listed in this Section 93-77, such elements shall comply with the applicable minimum design standards set forth below as a minimum design standard.

- (1) Seating Seating shall meet the minimum and maximum dimensional standards set forth in Section 37-741 (1-7), inclusive.
(2) Planting and trees Where planting areas are provided, they shall meet the planting bed requirements, and irrigation requirements of Section 37-742.
(3) Paving Paving, exclusive of required asphalt paving in the Northern and Southern Street beds shall meet the minimum standards set forth in Section 37-718.
(4) Steps Steps shall meet the minimum dimensional standards set forth in Section 37-725.
(5) Kiosks and open air cafes Kiosks or open air cafes shall meet the operational and service requirements listed in Section 37-73(a) and (b). Seating provided as part of an open air cafe shall not count towards meeting the seating requirements of a public access area listed in Section 93-75.
(6) Standards of accessibility for persons with disabilities All publicly accessible open spaces, private streets and pedestrian ways shall be designed pursuant to the standards of accessibility for persons with disabilities set forth in Section 37-728.
(7) Lighting and electrical power All publicly accessible open spaces, private streets and pedestrian ways shall provide lighting and electrical power pursuant to the standards set forth in Section 37-743.
(8) Litter receptacles All publicly accessible open spaces, private streets and pedestrian ways shall provide litter receptacles pursuant to the standards set forth in Section 37-744.
(9) Bicycle parking Bicycle racks sufficient to accommodate at least 25 bicycle parking spaces shall be provided in the Southwest Open Space. Bicycle racks sufficient to accommodate at least 30 bicycle parking spaces shall be provided in the Central Open Space, and bicycle racks sufficient to accommodate at least 33 bicycle parking spaces shall be provided in the Western Open Space. Such racks shall be located adjacent to a paved circulation path within the open space or in public sidewalks adjacent to the open space.
(10) Playgrounds and additional amenities Where playgrounds and additional amenities are provided in the open spaces of publicly accessible open spaces, such amenities shall be designed pursuant to the standards set forth in Section 37-748.
(11) Signs All open spaces within the publicly accessible open spaces shall provide open space signage pursuant to the standards set forth in Section 37-751.
(12) Canopies, awnings and marquees Where #buildings# front onto publicly access areas, private streets and pedestrian ways, canopies, awnings and marquees shall be permitted pursuant to the standards set forth in paragraph (c) of Section 37-726.
(13) Gates and fences No gates, fences or other barriers shall be permitted within any publicly accessible open spaces, private streets or pedestrian ways, except where playgrounds are provided.

(b) Maintenance The owner of each of Sites 1 through 6 in Subdistrict F shall be responsible for the

maintenance of the all publicly accessible open spaces, private streets and pedestrian ways, including, but not limited to, litter control, management of pigeons and rodents, maintenance of required lighting levels, and the care and replacement of furnishings and vegetation within the portion of the Subdistrict associated with such Site in the phased #development# provided in the Site Plan and Landscape Plan required pursuant to Section 93-78.

93-78 Site and Landscape Plans for Public Access Areas in Subdistrict F

Public access areas in Subdistrict F shall be comprised of publicly accessible open spaces, private streets and pedestrian ways.

All publicly accessible open spaces, or portions thereof listed in Section 93-75, and private streets and pedestrian ways, or portions thereof listed in Section 93-76, shall comply with the following provisions:

- (a) No #building# permit shall be issued for any #development# or #enlargement# within Subdistrict F unless the Chairperson of the City Planning Commission has certified to the Commissioner of Buildings that a Site Plan and Landscape Plan for the Subdistrict F Public Access Area has been approved by the Chairperson of the City Planning Commission pursuant to the provisions of this Section. Notwithstanding the foregoing, the Chairperson of the City Planning Commission shall allow for the phased #development# of public access areas or portions thereof upon certification to the Commissioner of Buildings that Site and Landscape Plans have been submitted that provide for the completion of public access areas in association with the #development# or #enlargement# of a #building# or a #buildings# within each phase.
(b) An application under this section shall be filed with the Chairperson and such application shall include:
(1) A Site Plan indicating the area and dimensions of the public access area or portions thereof and the location of all proposed #buildings# in the phase subject to the application;
(2) A Landscape Plan, prepared by a registered landscape architect for the public access area or portions thereof in the phase subject to the application; and
(3) A report to the Chairperson of the City Planning Commission demonstrating:
(i) That the Landscape Plan has been presented by the applicant to the affected Community Board, City Council Member and Borough President and the Community Board, City Council Member and Borough President have had at least 45 days to review; and
(ii) That any comments and recommendations of the affected Community Board, City Council Member and Borough President have been considered by the applicant, as set forth in a written response to such comments or recommendations. Where design modifications have been made in response to such recommendations, the report shall identify how the design has been modified.
(c) The Chairperson of the City Planning shall approve the Site Plan and Landscape Plan within 45 days following filing provided that the following provisions are met:
(1) That the Site Plan and Landscape Plan provide for the improvement of the public access area or portions thereof which, taking into account relevant considerations relating to platform construction and engineering:
(i) Are of sufficient size to provide a valuable public amenity and promote site access for the benefit of residents and/ or workers in the #buildings# in the phase to which they relate as well as for the general public; and
(ii) Are appropriately sited and located in suitable proximity to the #building# locations in the phase to which they relate.
(2) That the Site Plan and Landscape Plan are consistent with the general purposes and contain the core elements listed in Section 93-75 and Section 93-76, inclusive;
(3) That all elements in the Landscape Plan comply with the design criteria as set forth in Section 93-77 (Design Criteria for Open Spaces in Subdistrict F);
(4) That the Landscape Plan is consistent and appropriate in relation to any previously approved Landscape Plan for other phases and in relation to conceptual plans for future phases, as applicable;
(5) That the level of public amenity provided in the Landscape Plan is equal to or better than the level of public amenity provided in public plazas built under the standards of Section 37-70 (PUBLIC PLAZAS), taking into account the nature and character of the Subdistrict F Public Access Areas; and

(6) That a maintenance plan for the public access area or portions thereof in the phase has been established that will ensure compliance with the provisions of paragraph (b) of Section 93-77. Approved Site and Landscape Plans shall be set forth in an instrument in a form acceptable to the City, including such provisions as are necessary to ensure compliance with the provisions of this Section. Such instrument shall be filed and duly recorded in the Borough Office of the City Register of the City of New York and indexed against the property. Such filing and recording of the instrument shall be a precondition for the Chairperson's certification to the Department of Buildings under this Section. The recording information shall be included on the certificate of occupancy for any #building#, or portion thereof, on the #zoning lot# issued after the recording date.

(d) No temporary certificate of occupancy from the Department of Buildings may be issued for any portion of a #development# or #enlargement# within a phase until the Chairperson certifies to the Department of Buildings that the public access area or portions thereof associated with such phase is substantially complete, and the public access area or portions thereof are open to and useable by the public. No permanent certificate of occupancy from the Department of Buildings may be issued for any portion of such # development # or #enlargement# until the Chairperson certifies to the Department of Buildings that the public access areas or portions thereof are complete and that all requirements of this Section have been met in accordance with the Site and Landscape Plans for the public access area.

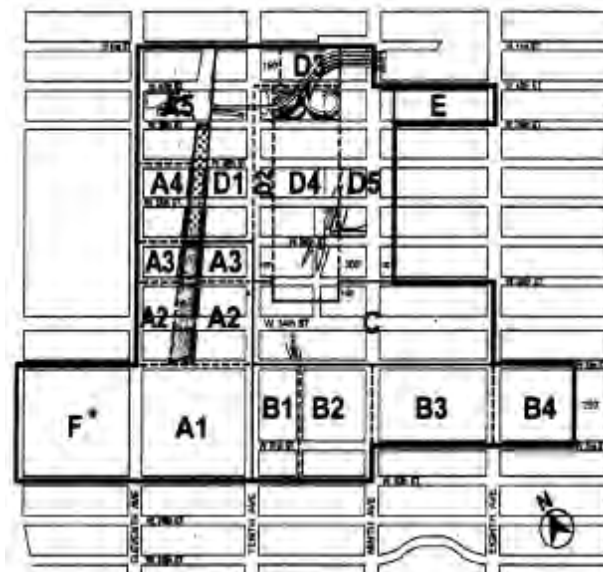
In addition to the Site Plan and Landscape Plan required pursuant to paragraph (a) of this Section, the Chairperson may also modify the general requirements of the publicly accessible open spaces listed in Section 93-75, and private streets and pedestrian ways listed in Section 93-76 provided that the Chairperson certifies to the Commissioner of Buildings that such a change is necessary to accommodate unforeseen ventilation demands within the Western Rail Yard. A Mechanical Plan shall be provided demonstrating the need to modify the general requirements listed in Section 93-75 and 93-76.

93-80 OFF-STREET PARKING REGULATIONS

In Subdistricts A-E, the regulations governing permitted and required #accessory# off-street parking spaces of Article I, Chapter 3 (Comprehensive Off-Street Parking Regulations in Community Districts 1, 2, 3, 4, 5, 6, 7 and 8 in the Borough of Manhattan and a Portion of Community Districts 1 and 2 in the Borough of Queens) and Article II, Chapter 5; Article III, Chapter 6; and Article IV, Chapter 4 (Accessory Off-Street Parking and Loading Regulations) shall not apply except as set forth in this Section. In lieu thereof, the provisions of this Section, inclusive, shall apply.

In Subdistrict F, the regulations of Article I, Chapter 3 shall apply.

Map 1 Special Hudson Yards District, Subdistricts and Subareas

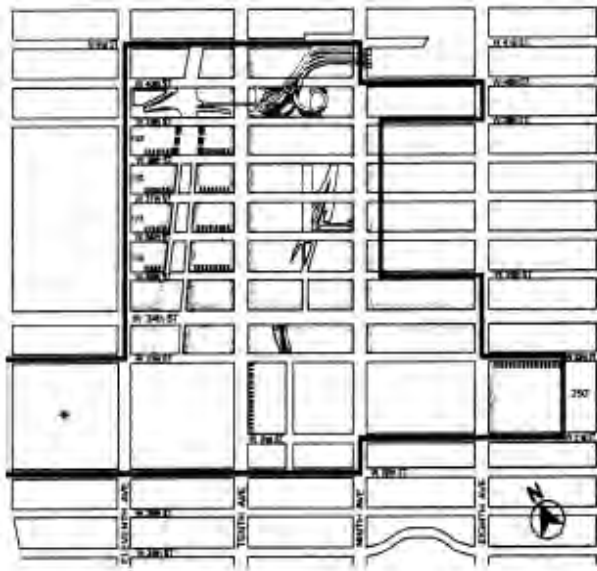


- Special Hudson Yards District
Subdistricts
Subareas within subdistricts
Phase 1 Hudson Boulevard and Park
Phase 2 Hudson Boulevard and Park
Large-Scale Plan Subdistrict A
Eastern Rail Yards Subarea A1
Four Corners Subarea A2
Subareas A3 through A5
Farley Corridor Subdistrict B
Western Blocks Subarea B1
Central Blocks Subarea B2
Farley Post Office Subarea B3
Pennsylvania Station Subarea B4
34th Street Corridor Subdistrict C
Hell's Kitchen Subdistrict D
Subareas D1 through D5
South of Port Authority Subdistrict E
Western Rail Yard Subdistrict F

\*For Site Locations and permitted dimensions within Subdistrict F See Map 6



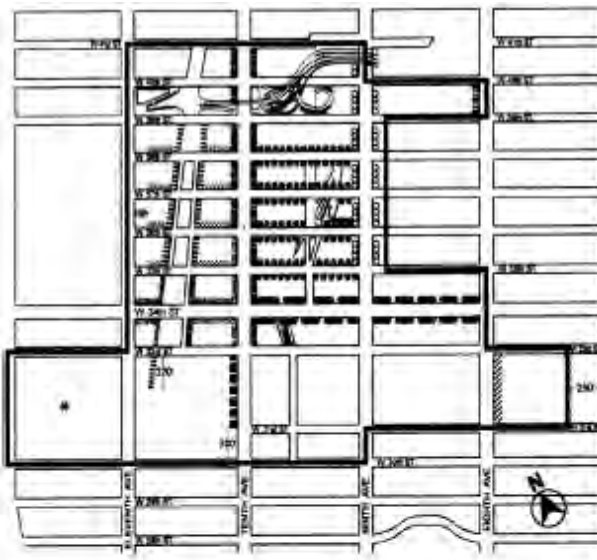
Map 2 Mandatory Ground Floor Retail



- Special Hudson Yards District
- 100% Retail and Glazing Requirement
- 50% Retail and Glazing Requirement
- Glazing Requirement Only

\*For Mandatory Ground Floor Requirement of Subdistricts F See Map 8

Map 3 Mandatory Street Wall Requirements



**Special Hudson Yards District**

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

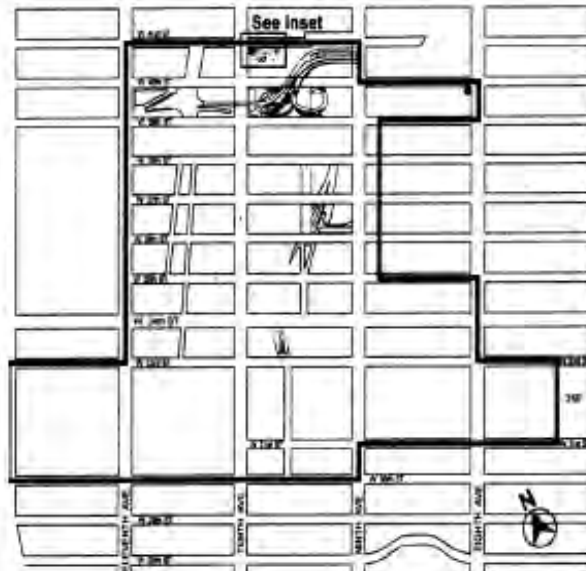
\*For Street Wall Requirement of Subdistricts F See Map 9

Map 4 Mandatory Sidewalk Widening

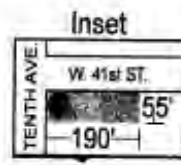


- Special Hudson Yards District
- 10' Sidewalk widening
- 5' Sidewalk widening
- 5' Sidewalk widening required if more than 75% of the total floor area existing on the zoning lot on January 19, 2005 is demolished

Map 5 Transit Easements and Subway Entrances



- Special Hudson Yards District
- Transit Easement
- Subway Entrance

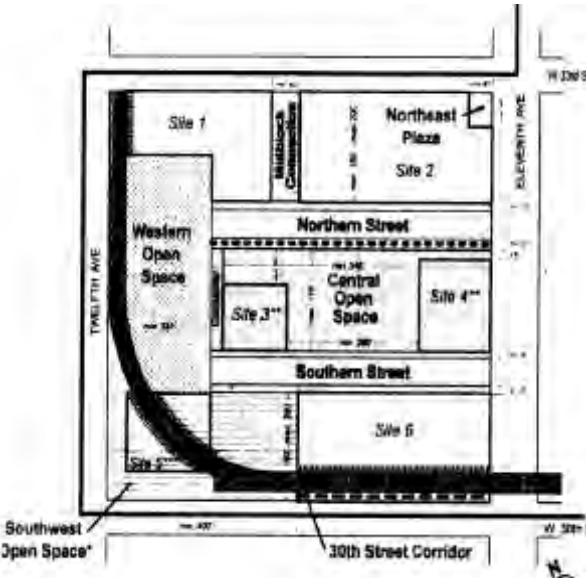


Map 6 Subdistrict F Site Plan



- Special Hudson Yards District
- Site Boundaries
- Maximum Area within Site
- Open Space Boundaries

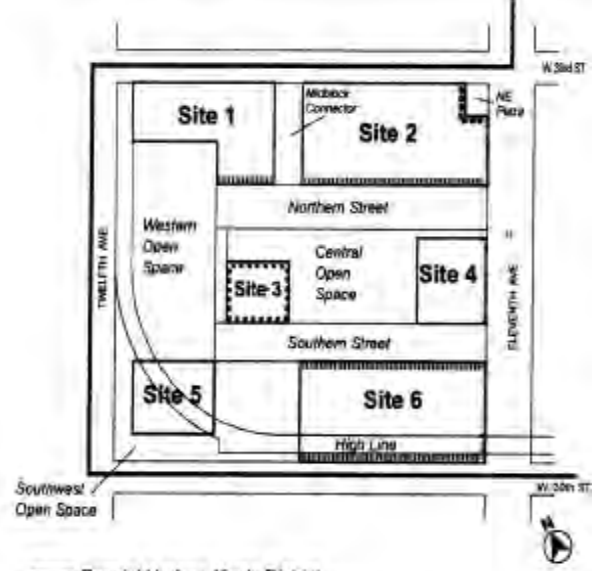
Map 7 Subdistrict F Public Access Area Plan



- Special Hudson Yards District
- Site Boundaries
- Open Space Boundaries
- Streets, Pedestrian Ways, and Northeast Plaza
- Western Open Space
- Central Open Space
- Southwest Open Space
- High Line
- 30th Street Corridor
- Required 5' Setback from High Line
- Allee

\* The Southwest Open Space connects beneath the High Line.  
 \*\* The area of Site 3 and Site 4 which is not part of a building is part of the Central Open Space.  
 \*\*\*The area of Site 5 which is not part of a building is part of the Southwest Open Space.

Map 8 Subdistrict F Mandatory Ground Floor Requirements



- Special Hudson Yards District
- 100% Retail and Glazing Requirement
- 70% Retail or Community Facility\* and Glazing Requirement
- Public Plaza 50% Retail and Glazing Requirements\*\*
- 70% Publicly Accessible Space and Glazing Requirement\*\*\*

\*Additional uses permitted pursuant to paragraph (b)(2) of Section 93-14  
 \*\*Retail and glazing requirements pursuant to Section 37-76.  
 \*\*\*Publicly accessible space and glazing requirements pursuant to paragraph (a) of Section 93-565

Map 9 Subdistrict F Mandatory Street Wall Requirements



- Special Hudson Yards District
- Site Boundaries
- Open Space Boundaries

- Special Hudson Yards District
- Site Boundaries
- Open Space Boundaries

	Minimum Base Height	Maximum Base Height	Percentage of frontage that must be occupied by a street wall	Percentage of street wall which must recess	Max percentage of street wall which may set back
-----	50'	60'	100%	20%	30%
-----	60'	90'	100%	20%	30%
-----	90'	120'	100%	20%	50%
-----	90'	120'	100%	20%	30%
-----	120'	150'	100%	20%	30%

\*As measured above the High Line bed.  
 \*\*Street wall must continue within 60 feet of 11th Ave, but may continue to within 100 feet of 11th Ave.

**CD 4 No. 16 C 090435 ZSM**  
**IN THE MATTER OF** an application submitted by RG WRY LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 93-052\* and 13-561 of the Zoning Resolution to allow an attended accessory parking garage (North Parking Garage) with a maximum capacity of 1100 spaces on portions of the ground floor and plaza level of a proposed mixed-use development on property bounded by West 33rd Street, Eleventh Avenue, West 30th Street, and Twelfth Avenue (Block 676, Lot 3), in a C6-4 District\*\*, within the Special Hudson Yards District\*\*.

Note: \*Section 93-052 of the Zoning Resolution is proposed to be changed under a concurrent related application N 090434 ZRM

\*\*The site is proposed to be rezoned from an M2-3 District to a C6-4 District and a Special Hudson Yards District established under a concurrent related application C 090433 ZMM.

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

**CD 4 No. 17 C 090436 ZSM**  
**IN THE MATTER OF** an application submitted by RG WRY LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 93-052\* and 13-561 of the Zoning Resolution to allow an attended accessory parking garage (South Parking Garage) with a maximum capacity of 800 spaces on portions of the plaza level, mezzanine 1 level, mezzanine 2 level, and cellar level of a proposed mixed-use development on property bounded by West 33rd Street, Eleventh Avenue, West 30th

Street, and Twelfth Avenue (Block 676, Lot 3), in a C6-4 District\*\*, within the Special Hudson Yards District\*\*.

Note: \*Section 93-052 of the Zoning Resolution is proposed to be changed under a concurrent related application N 090434 ZRM

\*\*The site is proposed to be rezoned from an M2-3 District to a C6-4 District and a Special Hudson Yards District established under a concurrent related application C 090433 ZMM.

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

#### NOTICE

**On Wednesday, September 9, 2009, at 9:00 A.M., in Spector Hall, at the Department of City Planning, 22 Reade Street, in lower Manhattan, a public hearing is being held by the City Planning Commission and the Metropolitan Transportation Authority in conjunction with the above ULURP hearings to receive comments related to a Draft Environmental Impact Statement (DEIS) concerning applications for amendments of the City Map, the Zoning Map, the Zoning Resolution and for the UDAAP designation and disposition of city-owned property related to the Western Rail Yard.**

**This hearing is being held pursuant to the State Environmental Quality Review Act (SEQRA) and City Environmental Quality Review (CEQR), CEQR No. 09DCP007M.**

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

a25-s9

## COMMUNITY BOARDS

### ■ PUBLIC HEARINGS

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

#### BOROUGH OF QUEENS

COMMUNITY BOARD NO. 11 - Monday, September 14, 2009 at 7:30 P.M., M.S. 158, 46-35 Oceania Street, Bayside, NY

#### Cal. No. 297-99

An application has been submitted to the NYC Board of Standards and Appeals for the extension of a special permit to continue to operate the existing Mobil Service Station for a period of ten (10) years at 45-05 Bell Boulevard, Bayside, Queens.

A proposal has been received to rename 28th Avenue between 203rd and 206th Street in Bayside, Queens in honor of Ron Carey.

A proposal has been received from the NYC Department of Transportation to convert the flow of traffic from a two-story operation to a one-way operation southbound on 203rd Street between 26th and 28th Avenues in Bayside, Queens.

A proposal has been received to rename 215th Street between 43rd Avenue and Northern Boulevard in Bayside, Queens in honor of Sol Soskin.

s8-14

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

#### BOROUGH OF BRONX

COMMUNITY BOARD NO. 11 - Wednesday, September 9, 2009, 7:30 P.M., P.S. 97 - Auditorium, 1375 Mace Avenue, Bronx, NY

#### BSA# 214-09BX

1464 Astor Avenue  
To discuss a request from the L.A.L. Astor Management Co. LLC to permit in an R4-1 zoning district a 2-story treatment health care facility containing 9,966 square feet of floor space.

s3-9

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

#### BOROUGH OF QUEENS

COMMUNITY BOARD NO. 7 - Monday, September 14, 2009, 7:00 P.M., Union Plaza Care Center, 33-23 Union Street, Flushing, NY

#### #221-08-BZ

Location - 34-08 Collins Place (a.k.a. 34-07 College Point Boulevard)  
Application to request a variance to allow the construction of a Use Group 5 Hotel, in an M2-1 manufacturing district and the construction of a supermarket over 10,000 square feet, which is not permitted as per zoning resolution #42-12.

#### #174-09 BZY and 175-09-A

Location - 25-50 Francis Lewis Boulevard (a.k.a. 165-43 168th Street)  
Application pursuant to Section 11-331 of the Zoning Resolution for a six month extension of time to permit the completion of foundation. Application to appeal the decision of The Department of Buildings revoking approvals and permits for construction of alteration to existing building, due to change in zoning.

Input on the Preliminary Budget for FY 2011.

s8-14

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

## BOROUGH OF STATEN ISLAND

COMMUNITY BOARD NO. 1 - Tuesday, September 8, 2009 at 7:30 P.M., All Saints Episcopal Church, 2329 Victory Boulevard, Staten Island, NY

### Agendas

#### BSA# 189-09-BZ and 190-09-A

Applications submitted to permit the legalization of the existing five-story mosque located at 2067 and 2075 Richmond Terrace.

s2-8

## BOARD OF CORRECTION

### ■ MEETING

Please take note that the next meeting of the Board of Correction will be held on September 10, 2009 at 9:00 a.m., in the conference room of the Board of Correction. Located at: 51 Chambers Street, Room 929, New York, NY 10007.

s8-10

## EDUCATIONAL CONSTRUCTION FUND

### ■ MEETING

The Trustees and Executive Director of the New York City Educational Construction Fund (ECF) hereby provide notice of its Meeting to be held on Friday, September 18, 2009. This meeting will take place at the offices of the New York City Office of Management and Budget (OMB), 75 Park Place, New York, NY, in Conference Room 6M-4. The meeting time is 10:00 A.M.

Please note: this meeting is a re-schedule date for the Trustee Meeting previously scheduled to take place on July 2, 2009.

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

s2-9

## EMPLOYEES' RETIREMENT SYSTEM

### ■ MEETING

Please be advised that the next Regular Meeting of the Board of Trustees of the New York City Employees' Retirement System has been scheduled for Thursday, September 10, 2009 at 9:30 A.M. to be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor Boardroom, Brooklyn, NY 11201-3751.

s2-9

## FRANCHISE AND CONCESSION REVIEW COMMITTEE

### ■ MEETING

PUBLIC NOTICE IS HEREBY GIVEN THAT the Franchise and Concession Review Committee will hold a Public Meeting at 2:30 P.M., on Wednesday, September 9, 2009 at 22 Reade Street, 2nd Floor Conference Room, Borough of Manhattan.

NOTE: Individuals requesting Sign Language Interpreters should contact the Mayor's Office of Contracts Services, Public Hearings Unit, 253 Broadway, 9th Floor, New York, NY 10007, (212) 788-7490, no later than SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC MEETING. TDD users should call Verizon relay service.

a31-s9

## 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, **September 8, 2009 at 9:30 A.M.** in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF QUEENS 09-8983 - Block 8066, lot 63-211 Hillside Avenue, aka 211 38th Road - Douglaston Historic District  
A Contemporary Colonial style freestanding house built in 1961. Application is to alter facades and construct an addition and a portico. Zoned R1-2.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF QUEENS 10-1632 - Block 8037, lot 40-378 Beverly Road, aka 240-82 32nd Avenue - Douglaston Historic District  
An English Cottage style freestanding house designed by Alfred Scheffer and built in 1926. Application is construct a dormer and modify masonry openings and windows.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF QUEENS 10-0430 - Block 8014, lot 22-7 Knollwood Avenue - Douglaston Historic District  
A Colonial Revival style house designed by Kaitesen Woo and built in 2008. Application is to legalize construction of a new house in non-compliance with Certificate of Appropriateness 05-2775.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF BROOKLYN 10-1991 - Block 1159, lot 52-136 Underhill Avenue - Prospect Heights Historic District  
A Romanesque/Renaissance Revival style rowhouse designed by William H. Reynolds and built circa 1896. Application is to remove a rear bay window.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF BROOKLYN 09-8223 - Block 6694, lot 35-757 East 19th Street - Fiske Terrace- Midwood Park Historic District  
A Colonial Revival style house designed by Slee & Bryson and built in 1906. Application is to demolish a garage.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF BROOKLYN 09-9415 - Block 1067, lot 45-118 8th Avenue - Park Slope Historic District  
An apartment house designed by M.E. Ungarleider and built 1936. Application is to establish a master plan governing the future replacement of windows.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF BROOKLYN 09-4578 - Block 296, lot 47-147 Congress Street - Cobble Hill Historic District  
A Queen Anne style house built circa 1900. Application is to construct a rooftop addition. Zoned R6/LH-1.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF THE BRONX 10-1881 - Block 2301, lot 53-262 Alexander Avenue - Mott Haven Historic District  
A Queen Anne style apartment building designed by Carl A. Millner and built in 1892-93. Application is to install storefront infill.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 09-8921 - Block 47, lot 7501-120 Broadway - The Equitable Building-Individual Landmark  
A Beaux-Arts style office building designed by E.R. Graham and built in 1913-15. Application is to legalize the installation of rooftop mechanical equipment without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 09-9129 - Block 195, lot 14-87 Walker Street - Tribeca East Historic District  
An Italianate/Second Empire style store and loft building built in 1868-1869. Application is to remove the fire escape.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 08-8333 - Block 218, lot 6-415-423 Washington Street, aka 51-55 Vestry Street - Tribeca North Historic District  
A new building under construction in 2008. Application is to legalize and modify the construction of a new building in non-compliance with Certificate of Appropriateness 07-1441. Zoned M1-5.

### ADVISORY REPORT

BOROUGH OF MANHATTAN 10-1727 - Block 7777, lot 77-Broadway - SoHo-Cast Iron Historic District  
A commercial thoroughfare laid out around 1775 and first paved in 1809. Application is to alter bus stop islands.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 09-8705 - Block 498, lot 5-565 Broadway, aka 86 Prince Street - SoHo-Cast Iron Historic District  
An Italianate style store and dwelling building designed by John Kellum and built in 1859-60. Application is to install signage.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 10-1649 - Block 483, lot 1-488-490 Broadway - E.V. Houghwout Building-Individual Landmark, SoHo-Cast Iron Historic District  
An Anglo-Italianate style store and loft building designed by J.P. Gaynor and built in 1857. Application is to paint the building and to install signage.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 10-2036 - Block 483, lot 1-488-490 Broadway - E.V. Houghwout Building-Individual Landmark, SoHo-Cast Iron Historic District  
An Anglo-Italianate style store and loft building designed by J.P. Gaynor and built in 1857. Application is to install a canopy.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 10-0301 - Block 530, lot 56-24 Bond Street - NoHo Historic District Extension  
A Renaissance Revival style store and loft building designed by Buchman & Deisler and built in 1893. Application is to legalize the installation of sculpture and painting the storefront and facade without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 09-0240 - Block 535, lot 7501-1-9 West 3rd Street, aka 2-14 West 4th Street, 248-256 Mercer Street, 683-697 Broadway - NoHo Historic District  
A Georgian Revival style store building designed by W. Wheeler Smith and built in 1899-1901. Application is to legalize the replacement of shopfront infill and the installation of awnings, menu boxes, signage, light fixtures, and flagpoles without Landmarks Preservation Commission permits.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 10-1952 - Block 566, lot 2-11 Fifth Avenue - Greenwich Village Historic District  
A brick apartment building built in 1956. Application is to establish a master plan governing the future installation of terrace enclosures.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 09-7363 - Block 609, lot 71-151 West 13th Street - Greenwich Village Historic District  
A Greek Revival style house built in 1847-48. Application is to excavate and construct rear yard and rooftop additions. Zoned R6.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 08-5574 - Block 712, lot 11-439-445 West 14th Street, aka 438-440 West 15th Street - Gansevoort Market Historic District  
A Romanesque Revival style stables building designed by Thomas R. Jackson and built in 1892-93. Application is to construct a rooftop addition, install new storefront infill, modify window openings, and replace windows. Zoned M1-5.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 10-1595 - Block 717, lot 62-436 West 20th Street - Chelsea Historic District Extension  
A Greek revival style townhouse built in 1835. Application is to construct a rooftop addition and roof deck, remove decorative a fire escape, build a parapet wall, and gild ornament. Zoned R7-B.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 10-1478 - Block 847, lot 16-873 Broadway - Ladies' Mile Historic District  
A Second Empire Commercial style store and loft building designed by Griffith Thomas and built in 1868 and 1888. Application is to install entrance infill.

CERTIFICATE OF APPROPRIATENESS  
BOROUGH OF MANHATTAN 09-8756 - Block 1383, lot 1-781 Fifth Avenue - The Sherry Netherland Hotel-Individual

**Landmark**  
A hotel designed by Schultze & Weaver and built in 1926-27. Application is to amend Certificate of Appropriateness 90-0014 for a master plan governing the future installation of windows.

**CERTIFICATE OF APPROPRIATENESS**  
**BOROUGH OF MANHATTAN** 10-1111 - Block 1382, lot 15-21 East 67th Street - Upper East Side Historic District  
A residence originally built in 1879-80, and altered in the neo-French Classic style by Philip Aehne in 1919. Application is to legalize the installation of a display window and door while permit was pending.

**CERTIFICATE OF APPROPRIATENESS**  
**BOROUGH OF MANHATTAN** 09-8147 - Block 1382, lot 15-21 East 67th Street - Upper East Side Historic District  
A residence originally built in 1879-80, and altered in the neo-French Classic style by Philip Aehne in 1919. Application is to construct rooftop and rear yard additions. Zoned C-51.

**CERTIFICATE OF APPROPRIATENESS**  
**BOROUGH OF MANHATTAN** 10-0474 - Block 1392, lot 34-77 East 77th Street - Upper East Side Historic District  
A Beaux-Arts style carriage house designed by A.M. Welch and built in 1897-98. Application is to legalize the construction of a rooftop addition in non-compliance with Certificate of Appropriateness 06-1798.

**CERTIFICATE OF APPROPRIATENESS**  
**BOROUGH OF MANHATTAN** 10-1312 - Block 1389, lot 1-930 Fifth Avenue - Upper East Side Historic District  
A Classicizing Modern style apartment building designed by Emery Roth & Sons and built in 1940. Application is to amend Certificate of Appropriateness 85-0080 for a master plan governing the future replacement of windows.

**ADVISORY REPORT**  
**BOROUGH OF MANHATTAN** 10-1306 - Block 1897, lot 191-195 Riverside Park and the Henry Hudson Parkway, near West 95th Street - Riverside Park and Riverside Drive- Scenic Landmark  
An English Romantic style park built in 1873-75 and designed by Frederick Law Olmsted, with modifications and additions built in 1934-37 and designed by Clifton Lloyd and Gilmore Clarke. Application is to replace a parkway entrance ramp with landscaping.

**CERTIFICATE OF APPROPRIATENESS**  
**BOROUGH OF MANHATTAN** 09-9406 - Block 1208, lot 52-46 West 95th Street - Upper West Side/Central Park West Historic District  
A neo-Georgian style apartment building designed by Carrere and Hastings and built in 1922-23. Application is to install a canopy.

**CERTIFICATE OF APPROPRIATENESS**  
**BOROUGH OF MANHATTAN** 10-1853 - Block 1120, lot 48-40 West 68th Street - Upper West Side/ Central Park West Historic District  
A neo-Medieval/neo-Gothic style seminary building designed by Bloch and Hesse and built in 1948-49. Application is to construct a rear yard addition. Zoned R8.

**CERTIFICATE OF APPROPRIATENESS**  
**BOROUGH OF MANHATTAN** 10-1117 - Block 1147, lot 7501-161 West 75th Street - Upper West Side/Central Park West Historic District  
A neo-Renaissance style apartment building designed by Rosario Candela and built in 1924. Application is to create new lot line window openings.

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

a25-s8

**NOTICE IS HEREBY GIVEN THAT PURSUANT** to the provisions of 3020 of the New York City Charter and Chapter 3 of Title 24 of the Administrative Code of the City of New York (Sections 25-303 and 25-313) that on **Tuesday, September 15, 2009 at 9:00 A.M.**, at the Landmarks Preservation Commission will conduct a public hearing in the Public Meeting Room of the Landmarks Preservation Commission, located at The Municipal Building, 1 Centre Street, 9th Floor North, City of New York with respect to the following proposed Landmark, Landmark Site and Historic District. Any person requiring reasonable accommodation in order to participate in the hearing should call or write the Landmarks Preservation Commission, [Municipal Building, 1 Centre Street, 9th Floor North, New York, NY 10007, (212) 669-7700] no later than five (5) business days before the hearing. There will also be a public meeting on that day.

**ITEMS TO BE HEARD**  
**BOROUGH OF QUEENS**

Public Hearing Item No. 1  
LP-2348 **PROPOSED RIDGEWOOD SOUTH HISTORIC DISTRICT**, Borough of Queens

**Boundary Description**

The proposed Ridgewood South Historic District consists of the property bounded by a line beginning at the southwest corner of Woodward and Catalpa Avenues, extending south along the western curblin of Catalpa Avenue across Onderdonk Avenue to the southern curblin of Onderdonk Avenue, easterly across Catalpa Avenue and the southern curblin of Onderdonk Avenue to a line extending northerly from the eastern (rear) property line of 57-34 Catalpa Avenue, southerly along said line and the eastern (rear) property lines of 57-34 through 57-14 Catalpa Avenue, westerly along the southern property line of 57-14 Catalpa Avenue to the eastern curblin of Catalpa Avenue, northerly along said eastern curblin of Catalpa Avenue to a line extending easterly across Catalpa Avenue from the southern property line of 57-15 Catalpa Avenue, westerly along said line and the southern property lines of 57-15 Catalpa Avenue and 18-18 Cornelia Street to the western curblin of Cornelia Street, southerly along said western curblin of Cornelia Street to a line extending easterly from the southern property line of 18-11 Cornelia Street, westerly along said line and the southern property line of 18-11 Cornelia Street to the western (rear) property line of 18-11 Cornelia Street, northerly along said western (rear) property line of 18-11 Cornelia Street and the western (rear) property lines of 18-11 through 18-15 Cornelia Street to the southern property line of 18-20 Putnam Avenue, western along said southern property line of 18-20 Putnam Avenue and the southern property lines of 18-19 Putnam Avenue, 18-20 and 18-19 Madison Street, and 18-20 Woodbine Street to the western curblin of Woodbine Street, southerly along said western curblin of Woodbine Street to a line extending easterly from

the southern property line of 18-13 Woodbine Street, westerly along said line and the southern property line of 18-13 Woodbine Street, northerly along the western (rear) property line of 18-13 Woodbine Street and the western (rear) property lines 18-15 through 18-29 Woodbine Street to the southern curblin of Onderdonk Avenue, easterly along said southern curblin of Onderdonk Avenue to the eastern curblin of Woodbine Street, northerly across Onderdonk Avenue and along the eastern curblin of Woodbine Street to a line extending westerly from the northern property line of 18-66 Woodbine Street, easterly along said line and the northern property line of 18-66 Woodbine Street to the western (rear) property line of 18-6 Madison Street, northerly along said western (rear) property line of 18-67 Madison Street and the western (rear) property lines of 18-69 through 18-77 Madison Street, northeasterly along the western property lines of 18-79 through 18-85 Madison Street (aka 768 Woodward Avenue) to the southern curblin of Woodward Avenue, and easterly along the southern curblines of Woodward Avenue, to the point or place of beginning.

**BOROUGH OF QUEENS**

Public Hearing Item No. 2  
LP-2386 **JAMAICA CHAMBER OF COMMERCE**, 89-31 161st Street, Queens  
Landmark Site: Borough of Queens Tax Map Block 9760, Lot 27

a26-s14

**LOFT BOARD**

■ PUBLIC MEETING

**NOTICE IS HEREBY GIVEN PURSUANT TO ARTICLE 7 OF THE PUBLIC OFFICERS LAW** that the New York City Loft Board will have its monthly Board meeting on **Thursday, September 17, 2009**. The meeting will be held at 2:00 P.M. at Spector Hall, 22 Reade Street, 1st Floor. The proposed agenda will include cases and general business.

The general public is invited to attend and observe the proceedings.

s4-9

**PROPERTY DISPOSITION**

**CITYWIDE ADMINISTRATIVE SERVICES**

**DIVISION OF MUNICIPAL SUPPLY SERVICES**

■ AUCTION

**PUBLIC AUCTION SALE NUMBER 10001-F**

**NOTICE IS HEREBY GIVEN** of a bi-weekly public auction of City fleet vehicles consisting of cars, vans, light duty vehicles, trucks, heavy equipment and miscellaneous automotive equipment to be held on Wednesday, September 16, 2009 (SALE NUMBER 10001-F). This auction is held every other Wednesday unless otherwise notified. Viewing is on auction day only from 8:30 A.M. until 9:00 A.M. The auction begins at 9:00 A.M.

**LOCATION:** 570 Kent Avenue, Brooklyn, NY (in the Brooklyn Navy Yard between Taylor and Clymer Streets).

A listing of vehicles to be offered for sale in the next auction can be viewed on our website on the Friday prior to the sale date at: <http://www.nyc.gov/auctions>

Terms and Conditions of Sale can also be viewed at this site. For further information, please call (718) 417-2155 or (718) 625-1313.

s2-16

**POLICE**

**OWNERS ARE WANTED BY THE PROPERTY CLERK DIVISION OF THE NEW YORK CITY POLICE DEPARTMENT.**

The following listed property is in the custody, of the Property Clerk Division without claimants.

**Recovered, lost, abandoned property, property obtained from prisoners, emotionally disturbed, intoxicated and deceased persons; and property obtained from persons incapable of caring for themselves.**  
**Motor vehicles, boats, bicycles, business machines, cameras, calculating machines, electrical and optical property, furniture, furs, handbags, hardware, jewelry, photographic equipment, radios, robes, sound systems, surgical and musical instruments, tools, wearing apparel, communications equipment, computers, and other miscellaneous articles.**

**INQUIRIES**  
Inquiries relating to such property should be made in the Borough concerned, at the following office of the Property Clerk.

**FOR MOTOR VEHICLES**

(All Boroughs):

- \* College Auto Pound, 129-01 31 Avenue, College Point, NY 11354, (718) 445-0100
- \* Gowanus Auto Pound, 29th Street and 2nd Avenue, Brooklyn, NY 11212, (718) 832-3852
- \* Erie Basin Auto Pound, 700 Columbia Street, Brooklyn, NY 11231, (718) 246-2029

**FOR ALL OTHER PROPERTY**

- \* Manhattan - 1 Police Plaza, New York, NY 10038, (212) 374-4925.
- \* Brooklyn - 84th Precinct, 301 Gold Street, Brooklyn, NY 11201, (718) 875-6675.
- \* Bronx Property Clerk - 215 East 161 Street,

- \* Bronx, NY 10451, (718) 590-2806.
- \* Queens Property Clerk - 47-07 Pearson Place, Long Island City, NY 11101, (718) 433-2678.
- \* Staten Island Property Clerk - 1 Edgewater Plaza, Staten Island, NY 10301, (718) 876-8484.

j1-d31

**PROCUREMENT**

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

**AGING**

■ AWARDS

*Goods & Services*

**SERVICES FOR SENIOR CITIZENS** – Negotiated Acquisition – Available only from a single source - PIN# 12509NABP3P1 – AMT: \$20,000.00 – TO: Abyssinian Development Corporation, 4 West 125th Street, New York, NY 10027.

s8

**CITYWIDE ADMINISTRATIVE SERVICES**

**DIVISION OF MUNICIPAL SUPPLY SERVICES**

■ SOLICITATIONS

*Goods*

**SEAFOOD - DOC** – Competitive Sealed Bids – PIN# 8571000087 – DUE 09-11-09 AT 10:00 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 Citywide Administrative Services*  
*1 Centre Street, Room 1800, New York, NY 10007.*  
*Anna Wong (212) 669-8610.*

s8

**RES-Q-POD IMPEDANCE THRESHOLD DEVICE - BRAND SPECIFIC**

- Competitive Sealed Bids – PIN# 8570901197 – DUE 10-05-09 AT 10:30 A.M.
- **MULTI-SPACE PARKING METER AIRTIME SERVICE AND GRP** – Competitive Sealed Bids – PIN# 8570900031 – DUE 09-25-09 AT 10:30 A.M.
- **PAPER, VELLUM BRISTOL** – Competitive Sealed Bids – PIN# 8570901335 – DUE 09-24-09 AT 10:30 A.M.

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

s8

■ AWARDS

*Goods*

**OVEN DEGREASER, CSH RE-AD** – Competitive Sealed Bids – PIN# 857900879 – AMT: \$20,000.00 – TO: Eastco Laboratories Inc., P.O. Box 7520, North Brunswick, NJ 08902.

- **OVEN DEGREASER, CSH RE-AD** – Competitive Sealed Bids – PIN# 857900879 – AMT: \$75,960.00 – TO: The Weck Corp., DBA, Gracious Home, 1220 Third Avenue, N.Y., N.Y. 10021.
- **GROCERIES - DEPT. OF JUVENILE JUSTICE** – Competitive Sealed Bids – PIN# 857901187 – AMT: \$71,249.84 – TO: Jamac Frozen Food Corp., 570 Grand Street, Jersey City, N.J. 07302.
- **ENTREES, FRESH AND FROZEN** – Competitive Sealed Bids – PIN# 857901078 – AMT: \$18,197.44 – TO: Jamac Frozen Food Corporation, 570 Grand Street, Jersey City, N.J. 07302.

s8

**WEST ON-LINE DATABASE FOR NYC BUSINESS INTEGRITY COMMISSION**

– Intergovernmental Purchase – PIN# 8571000136 – AMT: \$110,784.00 – TO: West Publishing Corp. D/B/A West Group, 610 Opperman Dr., Eagan, MN 55123. NYS Contract #PS59604.

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

s8

■ VENDOR LISTS

*Goods*

**ACCEPTABLE BRAND LIST** – In accordance with PPB Rules, Section 2-05(c)(3), the following is a list of all food items for which an Acceptable Brands List has been established.

1. Mix, Biscuit - AB-14-1:92
2. Mix, Bran Muffin - AB-14-2:91
3. Mix, Corn Muffin - AB-14-5:91
4. Mix, Pie Crust - AB-14-9:91
5. Mixes, Cake - AB-14-11:92A
6. Mix, Egg Nog - AB-14-19:93
7. Canned Beef Stew - AB-14-25:97
8. Canned Ham Shanks - AB-14-28:91

9. Canned Corned Beef Hash - AB-14-26:94
10. Canned Boned Chicken - AB-14-27:91
11. Canned Corned Beef - AB-14-30:91
12. Canned Ham, Cured - AB-14-29:91
13. Complete Horse Feed Pellets - AB-15-1:92
14. Canned Soups - AB-14-10:92D
15. Infant Formula, Ready to Feed - AB-16-1:93
16. Spices - AB-14-12:95
17. Soy Sauce - AB-14-03:94
18. Worcestershire Sauce - AB-14-04:94

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

jy17-j4

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

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

jy17-j4

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

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

jy17-j4

## COMPTROLLER

### BUREAU OF ASSET MANAGEMENT

#### AWARDS

*Services (Other Than Human Services)*

**US FIXED INCOME INVESTMENT MANAGEMENT SERVICES** – Request for Proposals – PIN# 015088117013F1 – AMT: \$3,000,000.00 – TO: Wellington Management Company LLP, 75 State Street, Boston, MA 02109.

s8

## ECONOMIC DEVELOPMENT CORPORATION

### CONTRACTS

#### SOLICITATIONS

*Goods & Services*

**CONSTRUCTION SUPERVISION AND INSPECTION SERVICES** – Request for Proposals – PIN# 34680003 – DUE 09-23-09 AT 12:00 P.M. – (NYCEDC) is seeking a consultant to provide construction supervision and inspection services (the “Consultant”) for the Site A Facility - NYPD Vehicle Storage Project (the “Project”). The purpose of the Project is to relocate an existing NYPD vehicle storage facility from its existing location in College Point, Queens to the Project site. The Project is located along the south side of Rockaway Boulevard adjacent to John F. Kennedy International Airport within the Springfield Gardens neighborhood, Queens.

Respondents must be able to provide pre-construction, construction and post-construction management and other related services as more specifically set forth in the Contract Draft and Scope of Services annexed to the RFP including, without limitation, the following: participation in the review and resolution of design and construction issues at regularly scheduled Project meetings; constructability reviews; cost estimating and value engineering exercises; preparation of staging and phasing plans, Project controls, bid packages, requisitions, change orders and other contract documents and processes.

NYCEDC intends to award a contract to a responsible proposer whose proposal is responsive to the RFP and provides NYCEDC with the best combination of price and quality. Please refer to the RFP for more information about submission requirements and selection criteria.

Companies who have been certified with the New York City Small Business Services as Minority and Women Owned Business Enterprises (“M/WBE”) are strongly encouraged to apply. To find out more about M/WBE certification, please call 311 or go to [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified).

Respondents may submit questions and/or request clarifications from NYCEDC no later than 12:00 P.M. on Tuesday, September 15, 2009. Questions regarding the subject matter of this RFP should be directed to [sitearfp@nycdc.com](mailto:sitearfp@nycdc.com). Answers to all questions will be posted by Friday, September 18, 2009 to [www.nycdc.com/RFP](http://www.nycdc.com/RFP).

To download a copy of the solicitation documents, please visit [www.nycdc.com/RFP](http://www.nycdc.com/RFP). Please submit five (5) sets of your proposal to NYCEDC.

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

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## ENVIRONMENTAL PROTECTION

### BUREAU OF WATER SUPPLY

#### SOLICITATIONS

*Services (Other Than Human Services)*

**USGSO AND MSFIO: OPERATION AND MAINTENANCE AGREEMENT FOR THE HYDROLOGIC MONITORING NETWORK** – Government to Government – PIN# 82610WS00017 – DUE 09-17-09 AT 4:00 P.M. – DEP, Bureau of Water Supply intends to enter into a Government to Government procurement Agreement with the US Geological Survey for USGSO and MSF10: for the Operation and Maintenance Agreement for the Hydrologic Monitoring Network. The contract is for the measurement of the stage and discharge of water at Gage sites throughout the Watershed of New York City’s Croton, Catskill, Delaware and Hudson Systems. Any firm which believes it can also provide the required service is invited to so, indicated by letter which must be received no later than September 17, 2009 at: Department of Environmental Protection, Agency Chief Contracting Officer 59-17 Junction Blvd., 17th Floor, Flushing, New York 11373, attn: Ms. Debra Butlien, (718) 595-3423, email: [Dbutlien@dep.nyc.gov](mailto:Dbutlien@dep.nyc.gov)

s1-8

## FIRE

#### AWARDS

*Services (Other Than Human Services)*

**CLEANING SERVICES AT FDNY FACILITIES, THE BRONX** – Competitive Sealed Bids – PIN# 057090002387 – AMT: \$757,201.00 – TO: CTE, Inc./Cleantech, 450 Westbury Avenue, Carle Place, NY 11514. Vendor Source ID#: 58387.

s8

## HEALTH AND HOSPITALS CORPORATION

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

j1-d31

#### SOLICITATIONS

*Goods*

**BIO-RAD LABORATORY AND MEDICAL SUPPLIES** – Sole Source – Available only from a single source - PIN# 231-10-016SS – DUE 09-15-09 AT 10:30 A.M. – The North Brooklyn Health Network intends to enter into a sole source contract for Laboratory and Medical Supplies such as Virotrol, Viroclear, Pylortrol items with Bio-Rad Laboratories, 4000 Alfred Noble Drive, Hercules, CA 94547.

Any other supplier who is capable of providing this service to the North Brooklyn Health Network may express their interest in doing so by writing to Abraham Caban, Procurement Analyst III, 100 North Portland Ave., Room C-32, Brooklyn, NY 11205, (718) 260-7593 or by e-mail to [Abraham.Caban@nychhc.org](mailto:Abraham.Caban@nychhc.org)

s8-14

**UNIDOS E DOSEMETER AND CALIBRATION** – Competitive Sealed Bids – QHN2010-1018QHC – DUE 09-23-09 AT 10:00 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.  
*Queens Health Network, 82-68 164th Street, “S” Building, Jamaica, NY 11432. Aurelio Morrone (718) 883-6000, [morronea@nychhc.org](mailto:morronea@nychhc.org)*

s8

**STEAM COILS** – Competitive Sealed Bids – PIN# QHN2010-1020EHC – DUE 09-24-09 AT 10:00 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.  
*Queens Health Network, 82-68 164th Street, “S” Building, Jamaica, NY 11432. Evelyn Negron (718) 883-6000, [negrone@nychhc.org](mailto:negrone@nychhc.org)*

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**ACCUTINTER 2200 FOR BEN.MOORE PACKAGE** – Competitive Sealed Bids – PIN# QHN2010-1017QHC – DUE 09-23-09 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.  
*Queens Health Network, 82-68 164th Street, “S” Building, Jamaica, NY 11432. Aurelio Morrone (718) 883-6000, [morronea@nychhc.org](mailto:morronea@nychhc.org)*

s8

*Goods & Services*

**PERMANENT BIRTH CONTROL SYSTEM** – Competitive Sealed Bids – PIN# 22210019 – DUE 09-22-09 AT 3:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
*Lincoln Hospital Center, 234 East 149th Street, Bronx, NY 10451. Erik Bryan (718) 579-5532.*

s8

**ORTHOTICS AND PROSTHETICS** – Request for Proposals – PIN# 23110009OP – DUE 10-30-09 AT 4:00 P.M. – For patients at the North Brooklyn Health Network (“Woodhull Medical and Mental Health Center” and “Cumberland Diagnostic and Treatment Center”). A copy of the RFP can be obtained on the HHC website (<http://nyc.gov/hhc>) under “Resources - Contracting Opportunities.” Printed copies of the RFP may be obtained for \$25.00.

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.  
*North Brooklyn Health Network, 100 North Portland Avenue C-32, Brooklyn, NY 11205. Jackie Gelly (718) 260-7875 [jackie.gelly@woodhullhc.nychhc.org](mailto:jackie.gelly@woodhullhc.nychhc.org)*

s8

*Services (Other Than Human Services)*

**CEMS MAINTENANCE SERVICE** – Sole Source – Available only from a single source - PIN# 231-10-011SS – DUE 09-10-09 AT 9:30 A.M. – The North Brooklyn Health Network intends to enter into a sole source contract for Cemtek Continuous Emissions Monitoring CEM Systems, service, repairs and parts with Cemtek Systems 2013S, Wood Avenue, Linden, NJ 07036.

Any other supplier who is capable of providing this service to the North Brooklyn Health Network may express their interest in doing so by writing to Abraham Caban, Procurement Analyst, 100 North Portland Avenue, Rm. C-32, Brooklyn, NY 11205, (718) 260-7593 or [Abraham.Caban@nychhc.org](mailto:Abraham.Caban@nychhc.org)

s2-9

**DELL COMPUTER EXTENDED SERVICE WARRANTY** – Sole Source – Available only from a single source - PIN# 231-10-015SS – DUE 09-15-09 AT 10:00 A.M. – The North Brooklyn Health Network intends to enter into a sole source contract for maintenance and repair services of (12) Dell M90 Laptops and (42) Dell Precision, 670 Towers w/24” monitors with Dell Marketing LP, One Dell Way, Round Rock, TX 78682.

Any other supplier who is capable of providing this service to the North Brooklyn Health Network may express their interest in doing so by writing to Abraham Caban, Procurement Analyst, 100 North Portland Avenue, Rm. C-32, Brooklyn, NY 11205 or [Abraham.Caban@nychhc.org](mailto:Abraham.Caban@nychhc.org) on or before 5:00 P.M. on September 14, 2009.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
*North Brooklyn Health Network, 100 North Portland Avenue, Rm. C-32, Brooklyn, NY 11205. Abraham Caban (718) 260-7593, [abraham.caban@nychhc.org](mailto:abraham.caban@nychhc.org)*

s8-14

**PREVENTIVE MAINTENANCE OF VARIOUS LEICA SP EQUIPMENT** – Sole Source – Available only from a single source - PIN# 231-10-014SS – DUE 09-15-09 AT 9:30 A.M. – The North Brooklyn Health Network intends to enter into a sole source contract for maintenance and repair services of various Leica SP Equipment with Leica Microsystems Inc., 2345 Waukegan Road, Bannockburn, IL 60015.

Any other supplier who is capable of providing this service to the North Brooklyn Health Network may express their interest in doing so by writing to Abraham Caban, Procurement Analyst, 100 North Portland Avenue, Rm. C-32, Brooklyn, NY 11205 or [Abraham.Caban@nychhc.org](mailto:Abraham.Caban@nychhc.org) on or before 5:00 P.M. on September 14, 2009.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
*North Brooklyn Health Network, 100 North Portland Avenue, Rm. C-32, Brooklyn, NY 11205. Abraham Caban (718) 260-7593, [abraham.caban@nychhc.org](mailto:abraham.caban@nychhc.org)*

s8-14

## HEALTH AND MENTAL HYGIENE

#### SOLICITATIONS

*Services (Other Than Human Services)*

**AGENCY WIDE INCIDENT REPORTING** – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 10MI002200R0X00 – DUE 10-01-09 AT 1:00 P.M. – The Department is seeking an appropriately qualified vendor to provide an enterprise-wide commercial off the Shelf (COTS) Agency-wide Incident Reporting (AIR) solution with web hosting to improve incident reporting, reviewing, tracking, accountability and decrease the time frame from when incidents are filled out and follow up actions are completed. RFP will be available as of 9/8/2009 at 10:00 A.M. on business days only. A pre Proposal Conference will be held on September 21, 2009, at 125 worth Street, conference Room 630, New York, NY 10013, at 1:00 P.M. Any questions regarding the RFP should be addressed to Samantha Roopnarine at (212) 313-6868 or E-mail at [sroopnar@health.nyc.gov](mailto:sroopnar@health.nyc.gov).

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.  
*Health and Mental Hygiene, 22 Cortlandt Street, 28th Fl., New York, NY 10013. Lisa Grace (212) 313-5108, [lgrace@health.nyc.gov](mailto:lgrace@health.nyc.gov)*

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### AGENCY CHIEF CONTRACTING OFFICER

#### AWARDS

*Human/Client Service*

**TRUMAN HS CAMPUS SCHOOL-BASED HEALTH CENTER** – Negotiated Acquisition – Judgment required in evaluating proposals - PIN# 09SH020001R0X00 – AMT: \$920,000.00 – TO: Morris Heights Health Center, Inc., 85 West Burnside Avenue, Bronx, NY 10453.  
● **SCHOOL-BASED HEALTH CTR. - HEALTH OPPORT. HS** – Negotiated Acquisition – Judgment

required in evaluating proposals - PIN# 08SH133503R1X00 – AMT: \$225,674.00 – TO: Morris Heights Health Center, 85 West Burnside Avenue, Bronx, NY 10453. s8

**MENTAL HEALTH SERVICES** – Renewal – PIN# 07PO024801R1X00 – AMT: \$443,343.00 – TO: Jamaica Service Program for Older Adults, Inc., 162-04 Jamaica Avenue, 3rd Floor, Jamaica, NY 11432-4917.  
 ● **MENTAL HEALTH SERVICES - CLINIC** – Renewal – PIN# 07PO024001R1X00 – AMT: \$1,061,580.00 – TO: Greenwich House, Inc., 224 West 30th Street, New York, NY 10001.  
 ● **MENTAL HEALTH SERVICES** – Renewal – PIN# 07EI023901R1X00 – AMT: \$404,616.00 – TO: The Children’s Aid Society, 105 East 22nd Street, New York, NY 10010.  
 ● **MEDICALLY SUPERVISED OUTPATIENT AND ALCOHOLISM CLINIC** – Renewal – PIN# 07PO028001R1X00 – AMT: \$2,013,186.00 – TO: The Child Center of New York, Inc., 60-02 Queens Boulevard, Woodside, NY 11377.  
 ● **MENTAL HEALTH SERVICES - PSYCHOSOCIAL CLUB HOUSE AND SUPPORTIVE SRO** – Renewal – PIN# 07PO023201R1X00 – AMT: \$7,217,364.00 – TO: Fountain House, Inc., 425 West 47th Street, New York, NY 10036.  
 ● **ALCOHOLISM SERVICES - MEDICALLY SUPERVISED OUTPATIENT SERVICES** – Required Method (including Preferred Source) – PIN# 09SA028200R0X00 – AMT: \$772,615.00 – TO: New Spirit II, Inc., 231-35 Merrick Boulevard, Laurelton, NY 11413.  
 ● **MENTAL HEALTH SERVICES** – Renewal – PIN# 07PO029701R1X00 – AMT: \$3,809,379.00 – TO: Staten Island Mental Health Society, 669 Castleton Avenue, Staten Island, NY 10301. s8

**HOMELESS SERVICES**

**OFFICE OF CONTRACTS AND PROCUREMENT**

■ SOLICITATIONS

*Human/Client Service*

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

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

j12-24

**HOUSING AUTHORITY**

■ SOLICITATIONS

*Construction/Construction Services*

**BRICK REPAIR / ASBESTOS ABATEMENT AT 2125 GLEBE AVENUE** – Competitive Sealed Bids – PIN# BW6019893 – DUE 09-22-09 AT 11:00 A.M.  
 ● **ROOFING REPLACEMENT AND ASBESTOS ABATEMENT AT CHELSEA ADDITION HOUSES** – Competitive Sealed Bids – PIN# RF7007753 – DUE 09-22-09 AT 10:30 A.M.  
 ● **ROOFING REPLACEMENT AND ASBESTOS ABATEMENT** – Competitive Sealed Bids – PIN# RF7009685 – DUE 09-22-09 AT 10:00 A.M.

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

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

s1-8

**INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS**

**EXECUTIVE DIVISION**

■ SOLICITATIONS

*Goods & Services*

**UPS SERVICES** – Competitive Sealed Bids – PIN# 85809CSB0053 – DUE 10-14-09 – Provide all labor and material necessary to maintain uninterrupted power supplies/ATS/generator / electrical systems at 2 Lafayette Street and 59 Maiden Lane.

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
 Department of Information Technology and Telecommunications, 75 Park Place, 9th Floor, New York, NY 10007. Anne Cody (212) 788-6276, acody@doitt.nyc.gov

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**JUVENILE JUSTICE**

■ SOLICITATIONS

*Human/Client Service*

**PROVISION OF NON-SECURE DETENTION GROUP HOMES** – Negotiated Acquisition – Judgment required in evaluating proposals - PIN# 13010DJJ000 – DUE 06-30-11

AT 2:00 P.M. – The Department of Juvenile Justice is soliciting applications from organizations interested in operating non-secure detention group homes in New York City. This is an open-ended solicitation; applications will be accepted on a rolling basis until 2:00 P.M. on 6/30/11.

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
 Department of Juvenile Justice, 110 William Street  
 14th Floor, New York, NY 10038.  
 Chuma Uwechia (212) 442-7716, cuwechia@djj.nyc.gov

jj1-d16

**PARKS AND RECREATION**

**CONTRACT ADMINISTRATION**

■ AWARDS

*Construction/Construction Services*

**HVAC WORK IN CONNECTION WITH THE RECONSTRUCTION OF THE RECREATION BUILDING** – Competitive Sealed Bids – PIN# 8462008X104C04 – AMT: \$182,000.00 – TO: G & G Construction and Development Corp., 25 Myles Ave., Levittown, NY 11756. In Williamsbridge Oval, located at the intersection of Van Cortlandt Avenue East of the Reservoir Oval, The Bronx, known as Contract #X104-507M.  
 ● **RECONSTRUCTION OF THE RECREATION BUILDING** – Competitive Sealed Bids – PIN# 8462008X104C02 – AMT: \$3,178,755.00 – TO: B.Q.E. Industries Inc., 40-49 72nd Street, Woodside, NY 11377. - In Williamsbridge Oval, located at the intersection of Van Cortlandt Avenue East of the Reservoir Oval, The Bronx, known as Contract #X104-207M. s8

**CONTRACTS**

■ SOLICITATIONS

*Services (Other Than Human Services)*

**PAINT, REPAIR AND INSTALL YARDARMS ON FLAGPOLES, CITYWIDE** – Competitive Sealed Bids – PIN# 84609C000X20 – DUE 09-30-09 AT 11:00 A.M.

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
 Parks and Recreation, 24 West 61st Street, 3rd Floor  
 New York, NY 10023. Natalie Shimshi (212) 830-7903  
 natalie.shimshi@parks.nyc.gov

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**REVENUE AND CONCESSIONS**

■ SOLICITATIONS

*Services (Other Than Human Services)*

**DEVELOPMENT, MAINTENANCE, AND OPERATION OF AN INDOOR SPORTS FACILITY AND CLUBHOUSE** – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# R30-IT – DUE 11-17-09 AT 3:00 P.M. – At Willowbrook Park in Staten Island.

There will be a recommended on-site proposer meeting and site tour on Wednesday, October 14, 2009 at 1:00 P.M. We will be meeting at the proposed concession site, which is located on the south side of Eaton Place off of Richmond Avenue, Staten Island. We will be meeting in front of the tennis courts. If you are considering responding to this RFP, please make every effort to attend this meeting and site tour.

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

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
 Parks and Recreation, The Arsenal-Central Park  
 830 Fifth Avenue, Room 407, New York, NY 10021.  
 Evan George (212) 360-3495, evan.george@parks.nyc.gov

s8-21

**SANITATION**

**AGENCY CHIEF CONTRACTING OFFICER**

■ SOLICITATIONS

*Construction/Construction Services*

**REHABILITATION OF STANDPIPE SYSTEM AT QUEENS 6 GARAGE, 58-73 53RD AVENUE, QUEENS, NY 11377** – Competitive Sealed Bids – PIN# 82708RRR000078 – DUE 10-15-09 AT 11:00 A.M. – Bid Estimate: \$282,000. There is a refundable \$40.00 fee for this bid document, postal money order only accepted, please make payable to “Comptroller, City of New York. VSID#: 63121.

Optional pre-bid conference 09/24/09 at 10:30 A.M. Last day for questions is 10/01/09 at 3:00 P.M., please contact Frank Mitchell at (917) 237-5542, or e-mail at fmitchell@dny.nyc.gov. In accordance with Schedule A of the bid document, if your bid is over \$500,000, you must submit a certified check or money order equal to 5 percent of the bid amount or bid bond with penal sum equal to 10 percent of the bid amount. “This procurement is subject to Local Law 129.”

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
 Department of Sanitation, 51 Chambers Street, Room 806,  
 New York, NY 10007. ACCO (917) 237-5357; (917) 237-5360. s8

**AGENCY RULES**

**BUILDINGS**

■ NOTICE

**NOTICE OF OPPORTUNITY TO COMMENT ON PROPOSED RULE RELATING TO THE SAFETY CODE FOR EXISTING ELEVATORS AND ESCALATORS**

Notice is hereby given pursuant to the authority vested in the Commissioner of Buildings by Section 643 of the New York City Charter, and in accordance with Section 1043 of the Charter and Section 28-103.19 of the New York City Administrative Code, that the Department of Buildings proposes to add a new Subchapter K and Section 3610-01 to Chapter 3600 of Title 1 of the Official Compilation of the Rules of the City of New York, relating to the Safety Code for existing elevators and escalators.

A public hearing on the proposed rule amendment will be held at the Executive Offices of the Department of Buildings, 280 Broadway, 6th Floor Training Room New York, New York on October 13, 2009 at 9:00 a.m. Written comments regarding the proposed rule may be submitted to Phyllis Arnold, Deputy Commissioner, New York City Department of Buildings, 280 Broadway, 7th Floor, New York, New York 10007, on or before October 13, 2009.

Written comments and an audio tape of oral comments received at the hearing will be available for public inspection, within a reasonable time after receipt, between the hours of 9:00 a.m. and 5:00 p.m. at the Office of the Commissioner, Executive Offices, Department of Buildings.

Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be provided at the hearing are asked to notify Phyllis Arnold at the foregoing address by September 22, 2009.

This rule was not included in the agency’s regulatory agenda.

Matter underlined is new.

It is proposed that Chapter 3600 of Title 1 of the Rules of the City of New York be amended by adding a new Subchapter K and Section 3610-01 to read as follows:

Subchapter K  
Modified Industry Standards for Elevators  
 and Conveying Systems

3610-01 Safety Code for existing elevators and escalators. Pursuant to Section 28-103.19 of the New York City Administrative Code, American Society of Mechanical Engineers A17.3-2002, as referenced in Appendix K of the New York City Building Code, is hereby amended by adding a new Chapter K3, to read as follows:

**CHAPTER K3  
 MODIFICATIONS TO ASME A17.3-2002,  
 SAFETY CODE FOR EXISTING ELEVATORS  
 AND ESCALATORS**

**K301.1 General.** The provisions of American Society of Mechanical Engineers (“ASME”) A17.3-2002 shall be modified in accordance with this chapter. The section numbers correlate to those in the referenced ASME standard.

**PART I  
 INTRODUCTION**

**SECTION 1.5  
 ALTERATIONS, MAINTENANCE, AND  
 INSPECTIONS AND TESTS**

**1.5 Delete and revise the text of section 1.5 to read as follows:**

Existing installations shall conform to the following requirements of ASME A17.1-00:

(a) Requirement 8.10.8.11, Periodic and Acceptance Inspections and Tests;

(b) Requirement 8.6.8.7, Alterations, Repairs, Replacements, and Maintenance.

In addition, existing installations shall conform to ASME Addenda A17.1a-02 and A17.1b-03, and Sections 1007.4, 1607.8.1, 3001.2, 3001.4, 3002.5, 3003.2 and 3409.7.2 of the New York City Building Code.

**PART II  
 HOISTWAYS AND RELATED CONSTRUCTION  
 FOR ELECTRIC ELEVATORS**

**SECTION 2.1  
 HOISTWAYS**

**2.1.1 Hoistway Construction.**

Delete Section 2.1.1 in its entirety.

Section 2.1.1 Reserved.

**2.1.4 Pipes Conveying Gases, Vapors, or Liquids.**

Delete Section 2.1.4 in its entirety.

Section 2.1.4 Reserved.

**2.1.5 Counterweight Guards.**

**Delete Section 2.1.5 in its entirety.****Section 2.1.5 Reserved.****SECTION 2.2****MACHINE ROOMS AND MACHINERY SPACES****2.2.5 Pipes Conveying Gases, Vapors, or Liquids.****Delete Section 2.2.5 in its entirety.****Section 2.2.5 Reserved.****SECTION 2.4  
CLEARANCES AND RUNBYS****2.4 Delete Section 2.4 in its entirety.****Section 2.4 Reserved.****SECTION 2.5  
PROTECTION OF SPACES BELOW HOISTWAYS****2.5 Delete and revise Section 2.5 to read as follows:**

2.5 Where the space below the hoistway is not permanently secured against access, the following requirements shall apply within one (1) year from the effective date of this rule:

(a) The cars and counterweights shall be provided with spring or oil buffers.

(b) Car and counterweight buffer supports shall be of sufficient strength to withstand without permanent deformation the impact resulting from buffer engagement of the car plus the rated load or the counterweight with an empty car at the following speeds:

(1) Governor tripping speed where the safety is governor operated;

(2) One hundred twenty five (125) percent of the rated speed, where the safety is not governor operated.

**SECTION 2.6  
HOISTWAY ENTRANCES****2.6.3 Hoistway Door Vision Panels.****Delete and revise Section 2.6.3 to read as follows:**

2.6.3 **Hoistway Door Vision Panels.** Hoistway door vision panels must be protected by protective grills made of number sixteen (16) gauge stainless or galvanized steel in accordance with the following specifications:

(a) Grills shall be sized to fit within or over the vision panel frame and completely cover the vision panel opening in the elevator, car doors and hoistway doors.

(b) Grills and vision panel frames shall be secured by means of non-reversible screws or other tamper proof fasteners.

(c) Grills shall contain openings that shall not be larger than 19 mm (0.75 in) in diameter.

(d) All cut edges shall be deburred.

(e) The provisions of this section shall apply to both new and existing passenger cars. Requirements for such grills may be waived if certification is submitted that such elevator is operated manually or twenty four (24) hour doorman service is provided. A security guard shall not be considered doorman service.

(f) For the purposes of this subparagraph, a vandal resistant 6 mm (0.25 in) polycarbonate sheet, such as Lexan, in two (2) layers, one (1) on each side of the required wire glass, may be used in lieu of the metal protective.

**2.6.4 Door Hangers.****Delete Section 2.6.4 in its entirety.****Section 2.6.4 Reserved.****2.6.7 Bottom Guides.****Delete and revise Section 2.6.7 to read as follows:**

2.6.7 **Bottom Guides.** Existing elevators in occupancy groups R-1, R-2 and E shall comply with the following requirements within one (1) year from the effective date of this rule:

(a) The bottom of each horizontally sliding hoistway door panel shall be equipped with bottom guiding members and bottom safety retainers.

(1) The bottom of each horizontally sliding hoistway elevator door panel shall be guided by two or more members as described in ASME A17.1 §2.11.11.6.

(2) **Safety Retainers** – The bottom of each horizontally sliding hoistway elevator door panel shall be provided with a means of retaining the door panel in position if the primary guiding means fail, and preventing displacement of the bottom of the door panel by not more than 19 mm (0.75 in) into the hoistway. Such Retainers shall be installed on the bottom, shaft side of each door panel, shall be fabricated of at least twelve (12) gauge stainless or galvanized steel, and shall engage the corresponding sill member by not less than 9.5mm (0.375 in).

(b) The door panels shall be structurally sound and

in such condition that the guide(s) and retainer(s) may be securely attached.

(1) At least one bottom guide shall be installed near each end of every door panel.

(2) A safety retainer(s) totaling at least 203 mm (8 in) in length shall be installed between the two (2) outermost guides.

(3) On smaller sized door panels, where due to the width of the door panel, the space between the two (2) outermost bottom guides would be less than 203 mm (8 in), then either:

(i) The length of the retainer may be reduced to a minimum 102 mm (4 in); or

(ii) When only one (1) bottom guide is provided near the center of the door, a 102 mm (4 in) retainer shall be installed on each side of the bottom guide. If the space between the bottom guide and the edge of the door is less than four inches, the length of the retainer may be reduced to the amount of the space between the bottom guide and the edge of the door.

**SECTION 2.7  
HOISTWAY DOOR LOCKING DEVICES, PARKING DEVICES, AND ACCESS****2.7.3 Access to Hoistway.****Delete Section 2.7.3 in its entirety.****Section 2.7.3 Reserved.****2.7.4 Restricted Opening of Hoistway Doors and/or Car Doors on Passenger Elevators.****Delete Section 2.7.4 in its entirety.****Section 2.7.4 Reserved.****2.7.6 Add new Section 2.7.6 to read as follows:**

2.7.6 **Locks on elevators and elevator hoistway doors.** In high rise buildings, no switch, lock or device of any kind shall be installed on any floor on or above the street floor on any elevator car or elevator hoistway door, except elevators used exclusively for freight, that shall prevent opening of such doors by anyone not having a key, unless fire department access to cars and hoistways is provided by a city-wide standard key number 2642.

**PART III  
MACHINERY AND EQUIPMENT FOR ELECTRIC ELEVATORS****SECTION 3.1  
BUFFERS AND BUMPERS****3.1 Delete Section 3.1 in its entirety.****Section 3.1 Reserved.****SECTION 3.3  
CAR FRAMES AND PLATFORMS****3.3.1 Car Platforms.****Delete Section 3.3.1 in its entirety.****Section 3.3.1 Reserved.****3.3.5 Protection of Platforms Against Fire.****Delete Section 3.3.5 in its entirety.****Section 3.3.5 Reserved.****SECTION 3.4  
CAR ENCLOSURES****3.4.1 Car Enclosures.****Delete Section 3.4.1 in its entirety.****Section 3.4.1 Reserved.****3.4.2 Car Doors and Gates.****Delete and revise Section 3.4.2 to read as follows:**

3.4.2 **Car Doors and Gates.** Passenger and loft elevators shall comply with (a) and (b) of this section within three (3) years from the effective date of this rule:

(a) **Doors, Gates, and Electric Contacts.** Cars shall have a car door or gate provided at each entrance equipped with a car door or gate electric contact. Car doors and/or gates shall conform to the following requirements:

(1) They shall be positively opened by a lever or other device attached to and operated by the door or gate.

(2) They shall be maintained in the open position by the action of gravity or by a restrained compression spring, or both, or by positive mechanical means.

(3) They shall not be readily accessible.

(b) **Collapsible Gates.** Collapsible car gates shall conform to the following requirements:

(1) Collapsible car gates shall not be power opened to a distance exceeding one-third (1/3) of the clear gate opening, and in no case more than 254 mm (10 in).

(2) When fully closed (extended position), gates shall reject a ball 76 mm (3 in) in diameter for

passenger elevators and 114 mm (4.5 in) for freight elevators.

(3) Gates shall have at least every fourth vertical member guided at the top and every second vertical member guided at the bottom.

(4) Handles of manually operated collapsible gates nearest the car operating device on elevators operated from the car only shall be so located that the nearest handle is not more than 1.22 m (48 in) from the car operating device when the gate is closed (extended position), and not more than 1.22 m (48 in) above the car floor. Gate handles shall be provided with finger guards.

**3.4.4 Emergency Exits.****Delete Section 3.4.4 in its entirety.****Section 3.4.4 Reserved.****3.4.5 Car Illumination.****Delete and revise Section 3.4.5 to read as follows:**

3.4.5 **Car Illumination.** The provisions of this section shall apply within one (1) year from the effective date of this rule:

(a) Interiors of cars shall be provided with an electric light or lights. Not less than two (2) lamps shall be provided.

(b) The minimum illumination at the car threshold, with the door closed, shall not be less than:

(1) For passenger elevators: 5 fc (54 lx).

(2) For freight elevators: 2 ½ fc (27 lx).

(c) Light control switches are not required, but if provided they shall be located in or adjacent to the operating device in the car. In elevators having automatic operation, they shall be of the key-operated type or located in a fixture with a locked cover.

(d) Top of car light fixtures may be provided with a non-key-operated switch in or adjacent to the fixture.

**SECTION 3.5  
SAFETIES****3.5.1 Car Safeties.****Delete Section 3.5.1 in its entirety.****Section 3.5.1 Reserved.****3.5.2 Counterweight Safeties.****Delete Section 3.5.2 in its entirety.****Section 3.5.2 Reserved.****3.5.3 Safeties to Stop Ascending Cars or Counterweights Prohibited.****Delete Section 3.5.3 in its entirety.****Section 3.5.3 Reserved.****3.5.4 Application and Release of Safeties.****Delete Section 3.5.4 in its entirety.****Section 3.5.4 Reserved.****3.5.5 Maximum Permissible Movement of Governor Rope to Operate the Safety Mechanism.****Delete Section 3.5.5 in its entirety.****Section 3.5.5 Reserved.****3.5.6 Rail Lubricants and Lubrication Plate.****Delete and revise Section 3.5.6 to read as follows:**

3.5.6 **Rail Lubricants and Lubrication Plate.** Rail lubricants or coatings that will reduce the holding power of the safety or prevent its functioning as required shall not be used.

**SECTION 3.6  
SPEED GOVERNORS****3.6 Delete Section 3.6 in its entirety.****Section 3.6 Reserved.****SECTION 3.8  
DRIVING MACHINES AND SHEAVES****3.8.1 General Requirements.****Delete Section 3.8.1 in its entirety.****Section 3.8.1 Reserved.****SECTION 3.9  
TERMINAL STOPPING DEVICES****3.9.1 Normal Terminal Stopping Devices.****Delete Section 3.9.1 in its entirety.****Section 3.9.1 Reserved.****3.9.2 Final Terminal Stopping Devices.****Delete and revise Section 3.9.2 to read as follows:**

**3.9.2 Final Terminal Stopping Devices.** Upper and lower final terminal electromechanical stopping devices shall be provided and arranged to prevent movement of the car by the normal operating devices in either direction of travel after the car has passed a terminal landing. Final terminal stopping devices shall be located as follows:

(a) **Winding Drum Driving Machines.** Elevators having winding drum machines shall have stopping switches on the machines and also in the hoistway operated by the movement of the car.

(b) **Traction Driving Machines.** Elevators having traction driving machines shall have stopping switches in the hoistway operated by the movement of the car.

### SECTION 3.10 OPERATING DEVICES AND CONTROL EQUIPMENT

#### 3.10.1 Types of Operating Devices.

Delete Section 3.10.1 in its entirety.

Section 3.10.1 Reserved.

#### 3.10.3 Top-of-Car Operating Devices.

Delete Section 3.10.3 in its entirety.

Section 3.10.3 Reserved.

#### 3.10.4 Electrical Protective Devices

Delete and revise Section 3.10.4 to read as follows:

**3.10.4 Electrical Protective Devices.** Electrical protective devices shall be provided within one (1) year from the effective date of this rule in accordance with the following:

(a) **Slack-Rope Switch.** Winding drum machines shall be provided with a slack-rope device equipped with a slack-rope switch of the enclosed manually reset type that shall cause the electric power to be removed from the elevator driving machine motor and brake if the suspension ropes become slack.

(b) **Compensating Rope Sheave Switch.** Compensating rope sheaves shall be provided with a compensating rope sheave switch or switches mechanically opened by the compensating rope sheave before the sheave reaches its upper or lower limit of travel to cause the electric power to be removed from the elevator driving machine motor and brake.

(c) **Broken Rope, Tape, or Chain Switches Used in Connection With Machine Room Normal Terminal Stopping Switches.** Broken rope, tape, or chain switches conforming to the requirements of §3.6.1 shall be provided in connection with normal terminal stopping devices located in machine rooms of traction elevators. Such switches shall be opened by a failure of the rope, tape, or chain.

(d) **Car-Safety Mechanism Switch.** A switch shall be required where a car safety is provided.

(e) **Final Terminal Stopping Devices.** Final terminal stopping devices shall be provided for every elevator.

(f) **Emergency Terminal Speed Limiting Device.** Where reduced stroke oil buffers are provided, emergency terminal speed limiting devices are required.

(g) **Motor Generator Overspeed Protection.** Means shall be provided to cause the electric power to be removed automatically from the elevator driving machine motor and brake should a motor generator set, driven by a direct current motor, overspeed excessively.

(h) **Motor Field Sensing Means.** Where direct current is supplied to an armature and shunt field of an elevator driving machine motor, a motor field current sensing means shall be provided, which shall cause the electric power to be removed from the motor armature and brake unless current is flowing in the shunt field of the motor.

A motor field current sensing means is not required for static control elevators provided with a device to detect an overspeed condition prior to, and independent of, the operation of the governor overspeed switch. This device shall cause power to be removed from the elevator driving machine motor armature and machine brake.

(j) **Buffer Switches for Oil Buffers Used With Type C Car Safeties.** Oil level and compression switches shall be provided for all oil buffers used with Type C safeties.

(k) **Hoistway Door Interlocks or Hoistway Door Electric Contacts.** Hoistway door interlocks or hoistway door electric contacts shall be provided for all elevators.

(l) **Car Door or Gate Electric Contacts.** Car door or gate electric contacts shall be provided for all elevators with car doors or gates.

(m) **Normal Terminal Stopping Devices.** Normal terminal stopping devices shall be provided for every elevator.

(n) **Car Side Emergency Exit Electric Contact.** An electric contact shall be provided on every car side emergency exit door.

(o) **Electric Contacts for Hinged Car Platform**

**Sills.** Hinged car platform sills, where provided, shall be equipped with electric contacts.

(p) **Emergency Stop Switch.** On all freight elevators, passenger elevators with perforated enclosures, and passenger elevators with nonperforated enclosures not provided with an in-car stop switch (see §3.10.4(t)), an emergency stop switch shall be provided in the car, and located in or adjacent to each car operating panel. When opened, this switch shall cause the electric power to be removed from the elevator driving-machine motor and brake.

(q) **Stop Switch in Pit.** A stop switch, conforming to the requirements of §3.10.4(e), shall be provided in the pit of every elevator. The switch shall be located adjacent to the normal pit access.

(r) **Buffer Switches for Gas Spring Return Oil Buffers.** A buffer switch shall be provided for gas spring return oil buffers that will cause electric power to be removed from the elevator driving machine motor and brake if the plunger is not within 13 mm (0.5 in) of the fully extended position.

#### 3.10.5 Power Supply Line Disconnecting Means.

Delete Section 3.10.5 in its entirety.

Section 3.10.5 Reserved.

#### 3.10.11 Add new Section 3.10.11 to read as follows:

**3.10.11 Signal Systems on Car Switch Elevators.** Elevators with car switch operation shall be provided with a signal system by means of which signals can be given from any landing whenever the elevator is desired at the landing.

### SECTION 3.11 EMERGENCY OPERATION AND SIGNALING DEVICES

#### 3.11.1 Car Emergency Signaling Devices.

Delete and revise Section 3.11.1 to read as follows:

**3.11.1 Car Emergency Signaling Devices.** Elevators shall be provided with the following signaling devices within one (1) year from the effective date of this rule:

(a) In all buildings, the elevator shall be provided with the following:

(1) An audible signaling device, operable from the emergency stop switch, when provided, and from a switch marked "ALARM" that is located in or adjacent to each car operating panel. The signaling device shall be located inside the building and audible inside the car and outside the hoistway. One signaling device may be used for a group of elevators.

(b) In buildings in which a building attendant (building employee, watchperson, etc.) is not continuously available to take action when the required emergency signal is operated, the elevators shall be provided with a means within the car for communicating with or signaling to a service which is capable of taking appropriate action when a building attendant is not available. An emergency power system shall be provided conforming to the requirements of §3.11.1(a)(3).

#### 3.11.3 Firefighters' Service.

Delete and revise Section 3.11.3 to read as follows:

#### 3.11.3 Firefighters' Service Operation in Existing Elevators.

Firefighters' service operation shall be installed in all existing elevators serving any of the following:

(a) High rise buildings or buildings classified in occupancy group M except existing R-2.

(b) All buildings or buildings classified in occupancy group A, B, C, or R-1 (except for "residential hotels," as such term is defined by the commissioner pursuant to rules and regulations).

### SECTION 3.12 SUSPENSION MEANS AND THEIR CONNECTIONS

#### 3.12.1 Suspension Means.

Delete Section 3.12.1 in its entirety.

Section 3.12.1 Reserved.

### PART IV HYDRAULIC ELEVATORS

#### SECTION 4.2 MECHANICAL EQUIPMENT

#### 4.2 Delete Section 4.2 in its entirety.

Section 4.2 Reserved.

#### 4.3.1 Connection to Driving Machine.

Delete Section 4.3.1 in its entirety.

Section 4.3.1 Reserved.

#### 4.3.2 Plunger Stops.

Delete Section 4.3.2 in its entirety.

Section 4.3.2 Reserved.

#### 4.3.3 Hydraulic Elevators.

Delete and revise Section 4.3.3 to read as follows:

**4.3.3 Hydraulic Elevators.** Hydraulic elevators that have any portion of the cylinder buried in the ground and that do not have a double cylinder or a cylinder with a safety bulkhead shall, within five (5) years from the effective date of this rule:

(a) Have the cylinder replaced with a double cylinder or a cylinder with a safety bulkhead protected from corrosion by one or more of the following methods:

(1) Monitored cathodic protection;

(2) A coating to protect the cylinder from corrosion that will withstand the installation process;

(3) By a protective plastic casing immune to galvanic or electrolytic action, salt water, and other known underground conditions; or

(b) Be provided with a device meeting the requirements of §3.5 or a device arranged to operate in the down direction at an overspeed not exceeding one hundred twenty five (125) percent of rated speed. The device shall mechanically act to limit the maximum car speed to the buffer striking speed, or stop the elevator car with rated load with a deceleration not to exceed 9.8 m/s<sup>2</sup> (32.2 ft/s<sup>2</sup>), and shall not automatically reset. Actuation of the device shall cause power to be removed from the pump motor and control valves until manually reset; or

(c) Have other means acceptable to the department to protect against unintended movement of the car as a result of uncontrolled fluid loss.

### SECTION 4.4 VALVES, SUPPLY PIPING, AND FITTINGS

#### 4.4 Delete Section 4.4 in its entirety.

Section 4.4 Reserved.

### SECTION 4.7 OPERATING DEVICES AND CONTROL EQUIPMENT

#### 4.7.4 Electrical Protective Devices.

Delete Section 4.7.4 in its entirety.

Section 4.7.4 Reserved.

#### 4.7.5 Power Supply Line Disconnecting Means.

Delete Section 4.7.5 in its entirety.

Section 4.7.5 Reserved.

### SECTION 4.8 ADDITIONAL REQUIREMENTS FOR COUNTERWEIGHTED HYDRAULIC ELEVATORS

#### 4.8 Delete Section 4.8 in its entirety.

Section 4.8 Reserved.

### SECTION 4.9 ADDITIONAL REQUIREMENTS FOR ROPED HYDRAULIC ELEVATORS

#### 4.9 Delete Section 4.9 in its entirety.

Section 4.9 Reserved.

### PART V ESCALATORS

#### SCOPE:

This Part applies to escalators used to transport passengers.

### SECTION 5.1 CONSTRUCTION

#### 5.1.7 Step Risers.

Delete Section 5.1.7 in its entirety.

Section 5.1.7 Reserved.

#### 5.1.8 Slotting of Step Treads.

Delete Section 5.1.8 in its entirety.

Section 5.1.8 Reserved.

#### 5.1.11 Step/Skirt Performance Index

Delete Section 5.1.11 in its entirety.

Section 5.1.11 Reserved.

### SECTION 5.2 BRAKES

#### 5.2 Delete Section 5.2 in its entirety.

Section 5.2 Reserved.

### SECTION 5.3 OPERATING AND SAFETY DEVICES

#### 5.3.1 Starting Switches.

Delete and revise Section 5.3.1 as follows:

**5.3.1 Starting Devices.** In every new and existing escalator, starting devices shall be provided with the combination of a starting switch and a starting button. The escalator shall be started only after the activation of both the switch and the button.

(a) **Starting Switch.** Starting switches shall be of continuous pressure spring return type and shall be operated by a cylinder type lock having five-pin, five-disc or five-tumbler combination. Starting switches shall be of three-position type and shall be clearly marked as follows:

**NORMAL.** A central position for the key entry and spring return position.

**START-UP.** A right side position for starting the escalator in the upward direction.

**START-DOWN.** A left side position for starting the escalator in the downward direction.

(b) **Starting Button.** Starting buttons shall be of the constant pressure type and located within 152 mm (6 in) from the starting switch. They shall be clearly marked "Starting Button".

(c) **Cover Plate.** A locked, transparent cover plate that can be opened by the starting key and clearly marked "For Start Only" shall protect the starting devices.

(d) **Location of starting devices.** Starting devices shall be located at top and bottom of the escalator on the right side-facing newel.

(NOTE: The starting key shall be kept on the premises at all times and shall only be accessible to persons authorized to start escalators. It shall also be made available to the commissioner or the commissioner's representative.)

### 5.3.2 Emergency Stop Buttons.

Delete and revise Section 5.3.2 as follows:

**5.3.2 Emergency Stop Buttons Location.** A red stop button shall be visibly located at the top and bottom landings on the right side facing the escalator. Remote stop buttons are prohibited except that any escalator connected to an automatic fire alarm system shall gradually stop not exceeding the speed of 0.91 m/s<sup>2</sup> (3 ft per sec<sup>2</sup>) upon the activation of such system.

### 5.3.3 Speed Governor.

Delete Section 5.3.3 in its entirety.

Section 5.3.3 Reserved.

### 5.3.4 Broken Step-Chain Device.

Delete Section 5.3.4 in its entirety.

Section 5.3.4 Reserved.

### 5.3.5 Application of Brake.

Delete Section 5.3.5 in its entirety.

Section 5.3.5 Reserved.

### 5.3.6 Broken Drive-Chain Device.

Delete Section 5.3.6 in its entirety.

Section 5.3.6 Reserved.

### 5.3.7 Skirt Obstruction Device

Delete and revise Section 5.3.7 as follows:

**5.3.7 Skirt Obstruction Device.** Means shall be provided to cause the electric power to be removed from the escalator driving machine motor and brake if an object becomes caught between the step and the skirt as the step approaches the upper combplate, intermediate device or lower combplate. On units having a run of 6.10 m (20 ft) or more, intermediate devices shall be provided on both sides of the escalator with devices located at interval of 3.05 m (10 ft) or less. The activation intermediate devices shall stop the escalator at a rate not greater than 0.91 m/s<sup>2</sup> (3 ft per sec<sup>2</sup>) in the direction of travel. The upper and lower combplate devices shall be located so that the escalator will stop before that object reaches the combplate. The activation of any skirt device shall stop the escalator with any load up to full brake rated load with the escalator running.

### 5.3.12 Add new Section 5.3.12 to read as follows:

**5.3.12 Comb-Step Impact Devices.** Devices shall be provided that will cause the opening of the power circuit to the escalator driving machine motor and brake if either:

(a) A horizontal force not greater than 1 780 N (400 lbf) in the direction of travel is applied at either side, or not greater than 3 560 N (800 lbf) applied at the center of the front edge of the comb plate; or

(b) A resultant vertical force not greater than 268 N (60 lbf) in the upward direction is applied at the center of the front of the comb plate.

## SECTION 5.5 ENTRANCE AND EGRESS ENDS

### 5.5.2 Distinction Between Comb and Step.

Delete Section 5.5.2 in its entirety.

Section 5.5.2 Reserved.

### 5.5.3 Adjacent Floor Surfaces.

Delete Section 5.5.3 in its entirety.

Section 5.5.3 Reserved.

### 5.5.5 Landing Access Plates

Delete Section 5.5.5 in its entirety.

Section 5.5.5 Reserved.

## PART VI DUMBWAITERS

Part VI Delete Part VI in its entirety.

Part VI Reserved.

## PART VII HAND ELEVATORS

SCOPE:

This part applies to hand-operated elevators.

7.0 Add new Section 7.0 to read as follows:

## SECTION 7.0 EXISTING HAND POWERED FREIGHT ELEVATORS

Existing hand powered freight elevators shall not be subject to the provisions of this rule. However, adequate protection of landing openings shall be provided by hinged or sliding doors which shall remain locked at all times except when the freight elevator is in use. Auxiliary gates not less than 914 mm (36 in) in height, substantially constructed and secured in place, of wood or metal, or equivalent metal chains shall be installed. Such gates or chains may be arranged to lift vertically, to slide horizontally, or to swing. No part of any gate or chain shall project into the freight elevator shaft. Gates may be operated automatically or manually.

## SECTION 7.1 HOISTWAY, HOISTWAY ENCLOSURES, AND RELATED CONSTRUCTION

7.1 Delete Section 7.1 in its entirety.

Section 7.1 Reserved.

## SECTION 7.2 MACHINERY AND EQUIPMENT

7.2 Delete Section 7.2 in its entirety.

Section 7.2 Reserved.

## PART VIII SIDEWALK ELEVATORS

SCOPE:

This part applies to sidewalk elevators.

## SECTION 8.1 HOISTWAY, HOISTWAY ENCLOSURES, AND MACHINERY ROOMS

8.1 Delete Section 8.1 in its entirety.

Section 8.1 Reserved.

## SECTION 8.2 MACHINERY AND EQUIPMENT

### 8.2.2 Buffers and Bumpers.

Delete Section 8.2.2 in its entirety.

Section 8.2.2 Reserved.

### 8.2.3 Counterweights.

Delete Section 8.2.3 in its entirety.

Section 8.2.3 Reserved.

### 8.2.4 Car Frames and Platforms.

Delete Section 8.2.4 in its entirety.

Section 8.2.4 Reserved.

### 8.2.5 Bow-Irons and Stanchions.

Delete Section 8.2.5 in its entirety.

Section 8.2.5 Reserved.

### 8.2.6 Car Enclosures and Car Doors and Gates.

Delete Section 8.2.6 in its entirety.

Section 8.2.6 Reserved.

### 8.2.7 Car and Counterweight Safeties and Governors.

Delete Section 8.2.7 in its entirety.

Section 8.2.7 Reserved.

### 8.2.8 Capacity and Loading.

Delete Section 8.2.8 in its entirety.

Section 8.2.8 Reserved.

### 8.2.9 Driving Machines and Sheaves.

Delete Section 8.2.9 in its entirety.

Section 8.2.9 Reserved.

### 8.2.10 Terminal Stopping Devices

Delete Section 8.2.10 in its entirety.

Section 8.2.10 Reserved.

8.2.11 Locking Devices for Hinged Swinging Doors or Vertically Lifting Covers in Sidewalks or Other Areas

Exterior to the Building.

Delete Section 8.2.11 in its entirety.

Section 8.2.11 Reserved.

### 8.2.12 Requirements for Electrical Wiring and Electrical Equipment.

Delete Section 8.2.12 in its entirety.

Section 8.2.12 Reserved.

### 8.2.13 Clearance Between Loading Side of Car Platforms and Hoistway Enclosures.

Delete Section 8.2.13 in its entirety.

Section 8.2.13 Reserved.

### 8.2.14 Operating Devices and Control Equipment of Sidewalk Elevator.

Delete and revise Section 8.2.14 as follows:

**8.2.14 Operating Devices and Control Equipment of Sidewalk Elevator.** Operating devices and control equipment shall conform to the following:

(a) The operation of power sidewalk elevators through openings in the sidewalk, or through openings in other exterior areas that are accessible to the public, and that are protected by hinged doors or vertically lifting covers, shall conform to the following:

(1) The elevator shall be operated in both the up and down directions through the opening, only from the sidewalk or other exterior area. The operation shall be by means of:

(i) Key-operated continuous-pressure-type up and down switches; or

(ii) Continuous-pressure-type up-and-down operating buttons on the free end of a detachable, flexible cord 1.52 m (5 ft) or less in length.

(2) Key-operated switches shall be of continuous pressure spring return type, and shall be operated by a cylinder-type lock having not less than a five-pin or five disk combination with the key removable only when the switch is in the "OFF" position.

(3) Key-operated switches and plug receptacles for flexible cords shall be mounted in weatherproof boxes with covers installed above the sidewalk or other area on the side of the building wall, located 457 mm (18 in) or less horizontally from one side of the opening.

(4) Operating buttons may be provided in the elevator car and at any landing below the top landing, provided that such buttons shall operate the car only when the bow-iron or stanchions are not in contact with the doors or covers in the sidewalk of other exterior area.

(5) When the bow-iron or stanchions are in contact with the doors or covers at the sidewalk or other exterior area, it shall be possible to operate the car only by means of either the key switches or the continuous-pressure type up-and-down buttons on the free end of the flexible cord specified in §8.2.14(a)(1).

(6) Flexible cords and operating keys shall not be left where they are accessible to unauthorized persons for operation of the elevator.

## PART IX MOVING WALKS

SCOPE:

This part applies to moving walks used to transport passengers.

9.0 Add new Section 9.0 to read as follows:

## SECTION 9.0 SKIRT PANELS

(a) The clearance on each side of the steps between step thread and the adjacent skirt panel shall be not more than 4.8 mm (0.188 in) and the edges shall be rounded.

(b) The exposed surface of the skirt panels adjacent to the thread shall be smooth.

## SECTION 9.1 PROTECTION OF FLOOR OPENINGS

9.1 Delete Section 9.1 in its entirety.

Section 9.1 Reserved.

## SECTION 9.2 PROTECTION OF SUPPORTS AND MACHINE SPACES AGAINST FIRE

9.2 Delete Section 9.2 in its entirety.

Section 9.2 Reserved.

## SECTION 9.3 CONSTRUCTION REQUIREMENTS

9.3 Delete Section 9.3 in its entirety.

Section 9.3 Reserved.

## SECTION 9.4 ENTRANCE AND EGRESS ENDS



**9.4.2 Distinction Between Comb and Step.**

**Delete Section 9.4.2 in its entirety.**

**Section 9.4.2 Reserved.**

**SECTION 9.5  
DRIVING MACHINES, MOTOR, AND BRAKE**

**9.5 Delete Section 9.5 in its entirety.**

**Section 9.5 Reserved.**

**SECTION 9.6  
OPERATING AND SAFETY DEVICES**

**9.6.1 General.**

**Delete Section 9.6.1 in its entirety.**

**Section 9.6.1 Reserved.**

**9.6.2 Starting Switch.**

**Delete and revise Section 9.6.2 to read as follows:**

**9.6.2 Starting Devices.** In every new and existing moving walk, starting devices shall be provided with the combination of a starting switch and a starting button. The escalator shall be started only after the activation of both the switch and the button.

**(a) Starting Switch.** Starting switches shall be of continuous pressure spring return type and shall be operated by a cylinder type lock having five-pin, five-disc or five-tumbler combination. Starting switches shall be of three-position type and shall be clearly marked as follows:

**NORMAL.** A central position for the key entry and spring return position.

**START-UP.** A right side position for starting the escalator in the upward direction.

**START-DOWN.** A left side position for starting the escalator in the downward direction.

**(b) Starting Button.** Starting buttons shall be of the constant pressure type and located within 152 mm (6 in) from the starting switch. They shall be clearly marked "Starting Button".

**(c) Cover Plate.** A locked, transparent cover plate that can be opened by the starting key and clearly marked "For Start Only" shall protect the starting devices.

**(d) Location of starting devices.** Starting devices shall be located at top and bottom of the escalator on the right side-facing newel.

**(NOTE: The starting key shall be kept on the premises at all times and may only be accessible to persons authorized to start escalators. It shall also be made available to the commissioner or the commissioner's representative.)**

**9.6.3 Emergency Stop Buttons.**

**Delete and revise Section 9.6.3 to read as follows:**

**9.6.3 Emergency Stop Buttons Location.** A red stop button shall be visibly located at the top and bottom landings on the right side facing the moving walk. Remote stop buttons are prohibited except that any escalator connected to an automatic fire alarm system shall gradually stop not exceeding the speed of 0.91 m/s<sup>2</sup> (3 ft per sec<sup>2</sup>) upon the activation of such system.

**9.6.4 Speed Governor.**

**Delete Section 9.6.4 in its entirety.**

**Section 9.6.4 Reserved.**

**9.6.5 Application of an Electrically Released Brake**

**Delete Section 9.6.5 in its entirety.**

**Section 9.6.5 Reserved.**

**9.6.6 Broken Drive-Chain Switch**

**Delete Section 9.6.6 in its entirety.**

**Section 9.6.6 Reserved.**

**9.6.10 Disconnected Motor Safety Device**

**Delete Section 9.6.10 in its entirety.**

**Section 9.6.10 Reserved.**

**Add new Section 9.6.12 to read as follows:**

**9.6.12 Comb-Pallet Impact Devices.** Devices shall be provided that will cause the opening of the power circuit to the moving walk driving-machine motor and brake if either:

**(a) A horizontal force not greater than 1 780 N (400 lbf) in the direction of travel is applied at either side, or not greater than 3 560 N (800 lbf) applied at the center of the front edge of the combplate; or**

**(b) A resultant vertical force not greater than 268 N (60 lbf) in the upward direction is applied at the center of the front of the combplate. These devices shall be of the manual-reset type.**

**SECTION 9.7  
LIGHTING AND ACCESS**

**9.7.2 Access to Interior.**

**Delete Section 9.7.2 in its entirety.**

**Section 9.7.2 Reserved.**

**PART X  
PRIVATE RESIDENCE ELEVATORS**

**10 Delete Section 10 in its entirety.**

**Section 10 Reserved.**

**STATEMENT OF BASIS AND PURPOSE**

This rule is proposed pursuant to the authority of the Commissioner of Buildings under Sections 643 and 1043 of the New York City Charter and Section 28-103.19 of the New York City Administrative Code.

This rule adopts the uniform national reference standard ASME A17.3-2002, as modified by New York City, and incorporates various retroactive provisions from Subchapter 18 and Reference Standard RS-18 of Title 27 of the Administrative Code of the New York City (1968 NYC Building Code), thereby providing users of the New York City Construction Codes with one location in which to find all existing elevator and escalator minimum requirements.

The rule provides a reasonable degree of safety and reliable service to the public.

**NOTICE OF OPPORTUNITY TO COMMENT ON PROPOSED RULE RELATING TO EXISTING ELEVATORS AND ESCALATORS**

Notice is hereby given pursuant to the authority vested in the Commissioner of Buildings by Section 643 of the New York City Charter, and in accordance with Section 1043 of the Charter and Chapter 3 of Title 28 of the New York City Administrative Code, that the Department of Buildings proposes to add a new Section 103-03 to Subchapter C of Chapter 100 of Title 1 of the Official Compilation of the Rules of the City of New York.

A public hearing on the proposed rule will be held at the Executive Offices of the Department of Buildings, 280 Broadway, 6th Floor Training Room New York, New York on October 13, 2009 at 11:00 a.m. Written comments regarding the proposed rule may be submitted to Phyllis Arnold, Deputy Commissioner, New York City Department of Buildings, 280 Broadway, New York, New York 10007, on or October 13, 2009.

Written comments and an audio tape of oral comments received at the hearing will be available for public inspection, within a reasonable time after receipt, between the hours of 9:00 a.m. and 5:00 p.m. at the Office of the Commissioner, Executive Offices, Department of Buildings.

Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be provided at the hearing are asked to notify Phyllis Arnold at the foregoing address by September 22, 2009.

This rule was not included in the agency's regulatory agenda.

Matter underlined is new.

It is proposed that Subchapter C of Chapter 100 of Title 1 of the Rules of the City of New York be amended by adding a new Section 103-03 to read as follows:

§103-03 Existing elevators and escalators. The provisions of American Society of Mechanical Engineers ("ASME") A17.3-2002 shall apply to elevators and escalators built in accordance with the 1968, or any previous edition, of the Building Code of the City of New York except as modified in accordance with Section 3610-01 of this Title.

**STATEMENT OF BASIS AND PURPOSE**

The foregoing rule is proposed pursuant to the authority of the Commissioner of Buildings under sections 643 and 1043 of the New York City Charter.

This rule establishes American Society of Mechanical Engineers ("ASME") A17.3-2002 as the standard with which elevators and escalators built in accordance with the 1968, or any previous edition, of the Building Code of the City of New York shall comply and directs users to 1 RCNY 3610-01 (Safety Code for existing elevators and escalators) for New York City modifications to such standard.

**SPECIAL MATERIALS**

**COMPTROLLER**

■ NOTICE

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre St., Rm. 629, New York, NY 10007 on September 17, 2009, to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	lot
1	2448	60

Acquired in the proceeding, entitled: THIRD WATER TUNNEL SHAFT 18B subject to any liens and encumbrances

of record on such property. The amount advanced shall cease to bear interest on the specified date above.

William C. Thompson, Jr.  
Comptroller

s2-17

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre St., Rm. 629, New York, NY 10007 on September 10, 2009, to the person or persons legally entitled an amount as certified to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
1	1116	p/o lot 30

Acquired in the proceeding, entitled: RICHMOND TERRACE BETWEEN JOHN STREET AND NICHOLAS AVENUE subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

William C. Thompson, Jr.  
Comptroller

a25-s10

**LABOR RELATIONS**

■ NOTICE

**WIPERS (UNIFORMED)  
2008 - 2010 AGREEMENT**

AGREEMENT entered into this 20th day of August, 2009, by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Firefighters Association of Greater New York, (hereinafter referred to as the "Union"), for the period from August 1, 2008 through July 31, 2010.

W I T N E S S E T H:

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 - RECOGNITION**

**Section 1.**

The Employer recognizes the Union as the sole collective bargaining agent for the unit consisting of all Wipers (Uniformed) employed by the Fire Department of the City of New York.

**Section 2.**

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

**ARTICLE II - UNION SECURITY**

**Section 1.**

The Employer agrees that all employees may become and remain members of the union in good standing.

**Section 2.**

The Employer further agrees that all new employees hired subsequent to the date of signing this Agreement may become and remain members of the Union in good standing.

**Section 3.**

It is further agreed that the decision to become or remain members of the Union in good standing shall remain discretionary both with the employees and with the Union subject to the provisions of Section 12-314 of the Administrative Code.

**Section 4.**

**A.** The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in the Unit and the City shall checkoff and transmit such dues to the Union, all in accordance with the Mayor's Executive Order #98, dated May 15, 1969, entitled "REGULATIONS REGULATING THE CHECKOFF OF UNION DUES" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "REGULATIONS GOVERNING PROCEDURES FOR ORDERLY PAYROLL CHECKOFF OF UNION DUES."

**B.** The 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 the proper form, acceptable to the City, which bears the signature of the employee.

**Section 5.**

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

**ARTICLE III - WORK SCHEDULE**

**Section 1.**

**A.** Working hours of Wipers (Uniformed), shall be in accordance with Section 15-112 of the Administrative Code of the City of New York.

**B (i)** Notwithstanding the above Section 1a, the Fire Department shall have the right to schedule employee's assigned to non-firefighting duties such as the Division of Training, the Bureau of Fire Prevention, Headquarters, and other similar units or administrative functions to duty schedules that do not conform to the duty schedule described in this Article III.

**B (ii)** Prior to an involuntary assignment, the department shall endeavor to obtain qualified volunteers. The determination of such employee's qualifications shall be made at the discretion of the Department, whose decision shall be final. The involuntary

assignment of an employee shall be limited to one year, but may be extended to two years in such cases where unique and extraordinary skills or functions are required and where such assignment is of critical importance to the Fire Department.

**B (iii)** Notwithstanding the foregoing no such assignment shall be made on a punitive basis.

**Section 2.**

The Commissioner shall install a two platoon system for Wipers (Uniformed), in accordance with Section 15-112 of the Administrative Code.

**Section 3.**

Wipers (Uniformed), when specifically directed by the Commissioner or Chief of the Department or the Chief's representatives to perform work in excess of "working hours" as noted in Section 1 of this Article III shall be compensated for the same by cash payment at the rate of time and one-half based on the regular salary for Wipers (Uniformed) for the actual period of overtime worked.

**Section 4.**

When Wipers (Uniformed) are not continued on duty but are ordered to report for emergency duty from a scheduled off tour or a scheduled rest period, they shall be compensated for a minimum of four hours if not assigned to duty and for a minimum of six hours if assigned to duty. Such compensation shall be at the overtime rate of time and one-half, in accord with Section 3 of this Article.

**Section 5.**

Notwithstanding anything to the contrary provided herein, any Wiper (Uniformed) who is recalled to duty after having completed the Wiper's regular tour of duty but before the commencement of the Wiper's next regular tour and who is assigned to duty or held without assignment for a period which extends into the commencement of that next regular tour shall be compensated pursuant to the regular overtime provisions of Section 3 of this Article only for the actual time so assigned or held; and the same shall be deemed pre-shift overtime.

**Section 6.**

Overtime shall continue to be calculated on the basis of 2088 hours per year.

**ARTICLE IV - UNION REPRESENTATION**

The elected officers of the Union shall be permitted to visit all fire units to which employees are assigned on the official business of the Union. The elected official shall announce that official's presence to the officer in command and carry his function in a reasonable manner, subject to established labor relations and the Regulations for the Uniformed Forces.

**ARTICLE V - SALARIES**

**Section 1.**

The base annual salary rates for Wipers (Uniformed) shall be as follows:  
(See: Note)

	Effective 8/1/08	Effective 8/1/09
Entry	\$76,226	\$79,275

(Note: Effective July 31, 2006, the base annual salary rate for a Wiper was adjusted pursuant to the Re-opener Agreement to \$67,764. That amount was then adjusted by the across-the-board increases effective August 1, 2006 and August 1, 2007.)

**Section 2.**

**A.** Longevity adjustments shall be paid as follows:

Class of Positions Or Detail	Effective 8/1/08			
	5 Years	10 Years	15 Years	20 Years
Wipers (Uniformed)	\$3,000	\$4,000	\$5,000	\$6,000

- (ii)** Effective July 31, 2010, each step of the longevity schedule shall be increased by any future general wage increases, as of the effective date of said increases.
- (iii)** Effective July 31, 2010, the longevity schedule shall be increased by \$253.00 on each of the steps.

- B.** The term "service" as used herein shall mean service in the Fire Service of the City of New York.
- C.** The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completion of 20 years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.
- D.** Calculation of the night shift differential shall be based upon the longevity schedules in effect prior to February 1, 1995.

**Section 3.**

Each employee shall receive eleven paid holidays annually.

**Section 4. General Wage Increase.**

- A. (i)** Effective August 1, 2008, employees shall receive a rate increase of 4.0%.
- (ii)** Effective August 1, 2009, employees shall receive an additional rate increase of 4.0%.

**B.** The general increases provided for in this Section 4 shall be calculated as follows:

- (i)** The increase in Section 4A(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 31, 2008; and
- (ii)** The rate increase in Section 4A(ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on July 31, 2009.

**C.** The general increase provided in this Section 4 shall be applied to the base rates and salary grades fixed for the applicable titles.

**Section 5.**

Paychecks shall be distributed to the employee's unit by 6:00 p.m., but not before 3:00 p.m. on the Thursday preceding payday.

**ARTICLE VI - NIGHT SHIFT DIFFERENTIAL**

- A.** There shall be a 10% differential continued for all work actually performed by Wipers (Uniformed), between the hours of 4:00 P.M. and 8:00 A.M., provided that more than one hour is actually worked after 4:00 P.M. and before 8:00 A.M.
- B.** In lieu of the payments required by Article VI, Paragraph A of this Collective Bargaining Agreement, the Employer shall pay all employees, pro-rata, an annual amount equal to 5.4 percent of the sum of each such employee's base annual salary rate plus longevity adjustments.

This benefit shall be computed on the basis of the rates set forth in Article V (Salaries) plus longevity adjustments in effect prior to February 1, 1995.

**ARTICLE VII - SECURITY BENEFIT FUND**

- A. (ii)** Effective August 1, 2008, the City shall continue to contribute the annual amount of \$1,425 for each employee for remittance to the mutually agreed upon Security Benefit Fund of the Uniformed Firefighters Association, pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

**(ii)** Effective July 31, 2008, the City's contribution to the Welfare Fund (Retiree Security Benefit Fund) shall be increased by \$80.00 per annum.

- B.** Such payments shall be made pro-rata by the City each twenty-eight days.
- C.** Pursuant to its commitment, the UFA will continue to provide benefits to employees' domestic partners.
- D.** Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Security Benefits Fund of the Uniformed Firefighters Association at the time of such separation pursuant to a supplemental agreement between the City and the Security Benefits Fund of the Uniformed Firefighters Association shall continue to be so covered, subject to the provisions of Paragraphs A through C hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.
- E. Firefighters Health and Safety Fund**  
Effective August 1, 2008, the City shall continue to contribute \$50 per annum for each active Employee to the Welfare Fund (Security Benefit Fund) to establish a civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the applicable Welfare Fund, they are to be maintained in a separate account and shall not be commingled with the other monies received by the Welfare Fund. Only the \$50 provided above may be used for civil legal representation. No additional monies from the Welfare Fund may be used for civil legal representation.

Upon execution of a new supplemental agreement between the City of New York and the Union, subject to approval by the Corporation Counsel, the \$50.00 pro-rata per annum contribution to the Health and Safety Fund shall cease and desist and shall be converted to a \$50.00 pro-rata per annum increase for active employees to the Welfare Fund (Security Benefit Fund). In addition, the existing corpus of the Health and Safety Fund referred to above shall be transferred to the Welfare Fund (Security Benefit Fund) for active employees.

Such payments shall be made pro-rata by the City each twenty-eight (28) days.

**ARTICLE VIII - HEALTH AND HOSPITALIZATION BENEFITS**

**Section 1.**

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

Where an employee is suspended without pay for disciplinary

reasons, the employee shall continue to receive health and hospitalization benefit coverage during the period of suspension.

**Section 2.**

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

- (a)** a one time choice; and
- (b)** exercised only after one year of retirement; and
- (c)** can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 1981 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

**Section 3.**

**A.** Effective May 1, 1995 and thereafter, the City's cost for each employee and for each retiree under age 65 shall be equalized at the Community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the GHI-CBP/Blue Cross payment for family coverage shall be equal to the payment for HIP/HMO family coverage.

**B.** If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3A, the City shall not bear the additional costs.

**C.** The City (and other related Employers) shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits:

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

The health insurance stabilization reserve fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.

**D.** In the event that there is a citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the Union will not be treated any better or any worse than any other Union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

**Section 4. Health Care Flexible Spending Account.**

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

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

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

**ARTICLE IX - ANNUITY FUND**

**A.** The City shall continue to contribute the following sums to the Annuity Fund established by the Union, for each class of positions and detail as follows:

Class of Positions or Detail	Per Annum Amount
Wipers (Uniformed)	Eff: August 1, 2008 \$1,323.05

Payments of this contribution shall be made each twenty-eight (28) days by the City to the Union's Annuity Fund pursuant to the terms of a supplemental agreement reached by the parties and approved by the Corporation Counsel.

#### ARTICLE X - VACATION AND LEAVE

##### Section 1.

Each Wiper (Uniformed) shall be entitled to vacation leave as prescribed in the Annual Leave Allowance Program for the Fire Department as established by the Board of Estimate Resolution - 6/27/57 - (CAL. NO. 580) as amended to date, and in regulations for the Uniformed Force. Annual Leave Credit shall be pro-rated each year for Wipers (Uniformed) appointed after January 1.

Effective August 1, 2008, an annual leave allowance, based on service in the Department, shall be granted to Wipers (Uniformed) in accordance with the following:

SERVICE	ANNUAL LEAVE	MONTHLY ACCRUAL
3 years & over	25 work days (10-9 hr. tours; 7-15 hr. tours)	16.25 hours
Less than 3 years	19 work days (8-9 hr. tours; 5-15 hr. tours)	12.25 hours

##### Section 2.

If an employee does not receive, or because of illness or the needs of the Fire Department, is unable to take all or part of the vacation in a calendar year, that employee may be entitled to carry the unused portion over into and take such unused portion during the succeeding year but not beyond.

##### Section 3.

Excused time accorded to all other personnel employed by the City such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day, shall be granted equally to employees covered by this Agreement. Employees not accorded the day off shall be credited with compensatory time off.

##### Section 4.

Compensatory days shall be subject to the exigencies of the Department. Where an employee is entitled to receive a compensatory day and is denied the request of that employee's choice of a compensatory day, that employee shall have the right, in accordance with existing procedures, to take such compensatory time subsequently, or, subject to the discretion of the Department, receive cash, at straight time, for the applicable period in which event payment shall be made as soon as possible.

##### Section 5.

Any employee who is on light duty as a result of a line of duty illness or injury and who has not yet taken a vacation shall not be required to take the vacation while that employee is continued on light duty.

Rescheduling of any such vacation shall be subject to the exigencies of the Department.

#### ARTICLE XI - SAFETY STANDARDS

The Department shall establish minimum safety standards for Diesel Fireboats consistent with the applicable standards of the American Bureau of Ships, and the United States Coast Guard and shall have annual inspections by the Fire Department to insure the maintenance of these standards.

#### ARTICLE XII - TRANSPORTATION

The Department recognizes its responsibility to provide transportation to and from fires and in emergencies. When transportation is not made available, and an employee is authorized to use and uses that employee's personal car, that employee shall be paid \$1.75 for that use. Payment shall be made within a reasonable time.

#### ARTICLE XIII - INDIVIDUAL RIGHTS

It is the policy of the Employer to secure for all employees their rights and privileges as citizens in a democratic society, consistent with their duties and obligations as employees of the Fire Department and the City of New York. To further the administration of this policy, the following guidelines are established:

##### Section 1.

Interrogations, interviews, trials, and hearings conducted by duly authorized representatives of the Employer shall be conducted during reasonable hours, preferably when an employee is on duty. If an interrogation, interview, or hearing takes place when an employee is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is a witness is not on duty, that employee shall be compensated by cash payment for the time spent including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is an accused is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of straight time, unless the trial was postponed by the accused for that employee's convenience or for the convenience of counsel and/or the union representative, in which case the accused shall receive no compensation.

##### Section 2.

At the time an employee is notified to appear for interrogation, interview, trial or hearing, the Employer shall advise the employee either in writing, when practicable, or orally to be later confirmed in writing of (1) the specific subject matter of such interrogation, interview, trial or hearing; and (2) whether that employee is a suspect or non suspect. If notified orally, the employee shall be given a written notice before the interrogation, interview, trial or hearing. If an interrogation or interview may lead to disciplinary action, the employee may be accompanied by counsel and/or a union representative at such interrogation or interview.

##### Section 3.

Notice of trial shall be in writing at least ten (10) days in

advance of such trial, unless the employee waives such notice or unless that employee applies or has applied for a service retirement.

##### Section 4.

The employee who is the subject of interrogation, interview, trial or hearing shall be advised of the name, rank, and unit of the officer in charge of the interrogation, interview, trial or hearing and of the name, rank and unit or other identification of all persons present connected with the interrogation, interview or hearing. The questioning of employees shall be of reasonable duration and the employee shall be allowed time for personal needs, meals and necessary telephone calls. Offensive or profane language shall not be used, nor shall the employee be threatened for failure to answer questions or promised anything if that employee does answer questions.

##### Section 5.

When an employee is a suspect in a departmental investigation or trial, the officer in charge of the investigation or trial shall give the employee the following warning before that employee is questioned:

I wish to advise you that you have all the rights and privileges guaranteed by the law of the State of New York and the Constitutions of this State and of the United States, including the right not to be compelled to incriminate yourself. You have the right to have an attorney present if you wish. I wish further to advise you that if you refuse to answer any questions relating to the performance of your duties, you will be subject to dismissal from your employment with the City. However, if you do answer questions, neither your answers nor any information or evidence which is gained by reason of such answers can be used against you in any criminal proceeding. You are advised, however, that if you knowingly make any false answers or deceptive statements, you may be subject to criminal prosecution and disciplinary action by reason thereof.

Such employee shall also be advised of the right to union representation. When the interrogating officer is advised by the employee that employee desires the aid of counsel and/or a union representative, the interrogation shall be suspended and the employee shall be granted a reasonable time to obtain counsel and/or a union representative, which time shall be at least two working days.

If it appears that the investigation may result in a disciplinary proceeding based on the Employee's answer to questions or on the refusal to answer, a stenographic or electronic record of the questioning of the employee shall be made unless the exigencies of the situation prevent such recording.

In the event that an employee is subject to charges by the Department, any such record shall be made available to the employee or their representative. The cost of the recording shall be shared equally by the parties.

##### Section 6.

A. An employee shall not be questioned by the Employer on personal behavior while off duty and out of uniform except that the Employer shall continue to have the right to question an employee about personal behavior while off duty and out of uniform in the following areas:

- i. matters pertaining to official department routine or business;
- ii. extra departmental employment;
- iii. conflict of interest;
- iv. injuries or illnesses;
- v. residency;
- vi. performance as volunteer firefighter;
- vii. loss or improper use of department property.

B. If an employee alleges a breach of subdivision (a) of this Section 6., that employee has the right to a hearing and determination by the Impartial Chair within 24 hours following the claimed breach. To exercise this right, the employee must request such arbitration at the time when an official of the Employer asks questions in an area which is disputed under subdivision (a) of this Section. If the employee requests such arbitration, that employee shall not be required to answer such questions until the arbitrator makes the award.

##### Section 7.

All employees are reminded that failure to answer relevant questions may result in disciplinary action including dismissal from the Department.

##### Section 8.

In the course of an investigation or interrogation, an employee who is not a suspect is required to cooperate in the investigation of a complaint. Statements the employee has made in the course thereof may not be used against that employee in a subsequent proceeding in which that employee becomes a suspect.

##### Section 9.

If an employee is found not guilty in a disciplinary hearing, the record of the proceedings shall not become part of that employee's personal record. An employee who is found not guilty shall have the right to examine their personal record in the presence of an official of the Department after written request to the Department to ascertain compliance.

##### Section 10.

If the Employer fails to comply with the provisions of this Article, any questions put to the employee shall be deemed withdrawn and the refusal to answer any such questions shall not be prejudicial to the employee. Withdrawal as herein described shall not preclude the Department from proceeding anew in the manner prescribed herein.

##### Section 11.

The employee shall have the right, at that employee's own expense, to have a personal physician consult with the Departmental Medical Board after the examination and interview of the employee, but before the Departmental

Board completes its record and makes its recommendation. Present practice regarding filing of medical statements and documents shall continue.

#### ARTICLE XIV - GRIEVANCE PROCEDURE

##### Section 1.

A grievance is defined as a complaint arising out of a claimed violation, misinterpretation, or inequitable application of the provisions of this Agreement, or of existing policy or regulations of the Fire Department affecting the terms and conditions of employment. A direct order, written or verbal, by a Superior Officer, under all circumstances, must be carried out and objections raised at a later date through the formal grievance procedure. The Union designates the Union Delegates, as defined in Article XV of this Agreement, as an employee's representative. In the event that any Wiper shall present a grievance, such grievance shall be handled in the following manner.

##### STEP NO. I

- A.
  1. An aggrieved member initiates the grievance procedure by explaining a problem verbally to that member's immediate supervisor.<sup>1</sup>
  2. If the matter is not resolved to the employee's satisfaction, the aggrieved employee may request the Union delegate to discuss the matter verbally with the immediate supervisor as noted above.
  3. Prior to the formal presentation of the grievance or complaint to the Company Commander, every effort shall be made to find ways and means of identifying and removing the cause of the grievance or complaint.
  4. If the matter remains unresolved following the discussion outlined above, the grievance shall formally be submitted in writing on a prescribed form, to the Company Commander. Such formal submission must, in any event, occur within 120 days following the date on which the grievance arose.<sup>2</sup>
- B.
  1. Upon request of the aggrieved employee, the Union Delegate and/or Union official shall accompany the member at a meeting with the Company Commander who shall specify date, time and place of hearing. Said Company Commander shall, within five (5) calendar days of receipt of appeal, notify all concerned of the date, time and place of hearing and details of the grievance.<sup>3</sup>
  2. The determination of the Company Commander passing on the grievance shall be in writing, and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved, and the Union Representative within five (5) calendar days after the meeting.
  3. If the grievance is not resolved to the satisfaction of the aggrieved, the employee has the right to proceed to the next step in the grievance procedure.
- C.
  1. Time lost by Union delegates in the adjustment of a grievance shall not be compensable.
  2. Time lost by an aggrieved member in the adjustment of a grievance shall not be compensable.

<sup>1</sup> In some instances the Company Commander will also be the immediate supervisor, in which case the Commander will participate in the Step No. I as the immediate supervisor. If the matter is not resolved, that Officer will then act as the Company Commander.

<sup>2</sup> In case of an extended absence of the Company Commander exceeding thirty (30) days, the Senior Lieutenant or other officer designated by the Battalion Commander shall act in place of the regular Company Commander.

<sup>3</sup> If a grievance relates to the nature of an order issued by a superior, Section 25.1.1 of Departmental Regulations for the Uniform Force shall be complied with.

##### STEP NO. II

An official of the United Firefighters Association shall be the member's representative at this step of the grievance procedure. The official to whom the appeal shall be made shall be the Division Commander or the Division Commander's designee.

- A. An appeal from the Step I determination shall be forwarded by the aggrieved in writing, on the prescribed form to the Officer to whom the appeal is to be made within five (5) calendar days after the aggrieved received a copy of the determination of the Company Commander.
- B. Upon receipt of the aggrieved employee, a Union representative shall accompany that employee at a meeting with the Officer to whom the appeal is to be made who shall specify the date, time, place of hearing and details of grievance.
- C.
  1. The determination of the Officer passing upon the appeal shall be in writing and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved and Representative within five (5) calendar days after the hearing.
  2. If the grievance is not resolved at this level, the aggrieved, either individually or by the representative, has the right to proceed to the next step in the grievance procedure.

##### STEP NO. III

An official of the Union may be designated as the Union representative on the Department level; no more than four (4) members of the Executive Board are to attend a meeting.

- A. An appeal from the Step II determination must be forwarded in writing by the aggrieved, on the prescribed form, to the Fire Commissioner within

five (5) calendar days after the aggrieved receives a copy of the determination.

**B.** The Commissioner, the Chief of Department, the Chief in Charge - Bureau of Personnel and Administration, and/or their designees, the aggrieved and/or the representatives shall work for a satisfactory resolution of the grievance or complaint through conference, negotiation, and agreement. Such conference should be held within ten (10) days of the receipt of the appeal. The Commissioner shall within five (5) days after such conference serve the determination, in writing, upon the aggrieved employee and the representative.

#### STEP NO. IV

If after completion of all of the steps provided for above, such grievance has not been resolved within the Department, the Union solely shall have the right to bring such grievance to the Office of Collective Bargaining for impartial arbitration in accordance with the applicable provisions of the New York City Collective Bargaining Law and Consolidated Rules promulgated by the Office of Collective Bargaining with respect to arbitration. Notice of the Union's intent to proceed to arbitration shall be served on the Commissioner of Labor Relations within ten (10) days of receipt of the Fire Commissioner's decision.

In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The Employer shall commence such arbitration by submitting a written request therefore to the Office of Collective Bargaining, with a copy to the Union, and the matter shall proceed in accordance with the Consolidated Rules of the Office of Collective Bargaining. The arbitrator shall hold a hearing within ten (10) days after the arbitrator receives a request for arbitration at a time and place convenient to the parties, and the arbitrator shall issue an award within ten (10) days after the completion of the hearing.

#### Section 2.

The time limits contained in this Article may be modified by mutual agreement. Any grievance decision not appealed within the time limits prescribed in this Agreement after receipt of the determination of the appropriate department official shall be considered settled on the basis of such determination and shall not be subject to further appeal.

In the event that the Department fails to comply with the time limits prescribed herein, the grievance automatically shall be advanced to the next step.

#### Section 3.

It is understood and agreed by and between the parties that there are certain grievable disputes which are of a department level or of such scope as to make adjustments at Step I and Step II of the grievance procedure impracticable and, therefore, such grievance shall be instituted at Step III of the grievance procedure.

#### Section 4.

When possible every effort shall be made to hold grievance hearings when a union representative involved is on duty.

#### ARTICLE XV - DELEGATES

The union shall elect a Delegate from their designation. Such delegate shall perform the delegate's regular duties as an employee and shall be considered a representative of the Union.

#### ARTICLE XVI - NO STRIKE

The Union and the Employees shall not induce or engage in any strikes, slowdowns, work stoppages or mass absenteeism nor shall the Union induce any mass resignations during the term of this Agreement.

#### ARTICLE XVII - LABOR-MANAGEMENT COMMITTEE

##### Section 1.

The Employer and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee ("Committee").

##### Section 2.

The Committee shall consider and may recommend to the Fire Commissioner changes in the working conditions of the employees, including, but not limited to, health and safety issues. Matters subject to the Grievance Procedure contained in this Agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter.

##### Section 3.

The Committee shall consist of six members. The Fire Commissioner and the President of the Union shall each select three members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement, provided, however that the appointing party may remove members that party has appointed at any time. Vacancies shall be filled by the appointing party.

##### Section 4.

The Committee shall select a Chair from among its members at each meeting. The Chair of the Committee shall alternate between the members designated by the Fire Commissioner and the members designated by the President of the Union. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet at the call of either the Union members or the City members at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the party calling the meeting at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance. Minutes shall be kept of each meeting with responsibility for keeping minutes alternating between the members designated by each of the parties. Copies of minutes shall be typed and promptly distributed to

all members of the Committee. The Committee shall make its recommendations to the Fire Commissioner in writing.

#### ARTICLE XVIII - PRODUCTIVITY ISSUES

##### Section 1.

The Union recognizes that the provisions of this Article XVIII are matters concerning which the Employer has the right to act unilaterally. Notwithstanding the above, the parties agree to the following sections:

##### Section 2. Flexible Response.

The Union recognizes the unilateral right of the City to determine the type and level of response, Citywide.

##### Section 3.

The parties agree that the City may make unilateral changes and install programs unilaterally subject to the following:

- (1) Submission of the intended program to the Office of Labor Relations.
- (2) No less than 2 weeks' notice of the change is to be given to the Union.
- (3) Within two weeks the Union is to be given an opportunity to discuss the changes with the City.
- (4) If no agreement is reached as a result of such discussion, the City may install the program; and the Union reserves all rights it has to oppose the same.

##### Section 4. Performance Compensation

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

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

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

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

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

#### ARTICLE XIX - LINE OF DUTY DEATH BENEFIT

##### Section 1.

In the event that a Wiper (Uniformed), dies on or after January 1, 1971 because of an injury incurred through no fault of that employee's own while actually responding to, working at or returning from an alarm, a payment of \$25,000 will be made from funds other than those of the Retirement System, in addition to any other payment which shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

##### Section 2.

Semi-private hospital accommodations shall be provided for Wipers (Uniformed) covered by this Agreement injured in the line of duty.

#### ARTICLE XX - DEATH BENEFIT UNUSED LEAVE AND COMPENSATORY TIME

If an employee dies while employed by the City, that employee's estate shall receive payment in cash for the following as a death benefit:

- A.** All unused accrued annual leave up to a maximum of 54 days' credit;
- B.** All unused accrued compensatory time earned subsequent to March 15, 1968 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

#### ARTICLE XXI - WORK CREDIT

Runs and workers shall be credited to the relocated working company.

#### ARTICLE XXII - OCCUPATIONAL HEALTH AND SAFETY

##### Section 1.

All protective gear required by the Department shall be provided without cost to employees covered by this agreement in a quartermaster system. The Department shall also provide dress uniforms and work station uniforms via the quartermaster system. In addition, the City shall provide a \$250 per year per employee cleaning allowance.

##### Section 2.

Effective May 31, 2002, the provisions of Section 1., above, shall no longer apply. Wipers shall receive a uniform allowance in the amount of \$1,000 to be paid in accord with existing standard procedures instead of both the Quartermaster system and the cleaning allowance.

Effective August 1, 2005, the uniform allowance shall be \$1,100 per annum, to be paid in accord with existing standard procedures.

#### ARTICLE XXIII - MISCELLANEOUS

##### Section 1.

(a) Each member shall receive a duplicate copy of any medical records made by the Department which are

included in his medical/personal file at the time of the preparation of such records.

- (b) The Department shall have a reasonable time to develop and implement the necessary systems and paperwork to comply with the foregoing.

##### Section 2.

The City shall furnish to each unit a copy of the collective bargaining agreement within 60 days of its final approval.

#### ARTICLE XXIV - APPLICABLE LAWS

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 XXVI - SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

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

CITY OF NEW YORK                      UNIFORMED FIREFIGHTERS ASSOCIATION

BY: \_\_\_\_\_  
JAMES F. HANLEY  
Commissioner

BY: \_\_\_\_\_  
STEPHEN J. CASSIDY  
President

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
PAUL T. REPHEN  
Acting Corporation Counsel

DATE SUBMITTED  
TO THE FINANCIAL CONTROL BOARD:

UNIT: Wipers (Uniformed)  
TERM: August 1, 2008 to July 31, 2010

#### Appendix A

Stephen J. Cassidy, President  
Uniformed Firefighters Association  
204 East 23rd Street  
New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2008 to July 31, 2010

Dear Mr. Cassidy:

As you are aware there is an outstanding violation assessed against the Fire Department by the New York State Department of Labor, docketed as case no. PES-1-89, concerning the provision of protective clothing.

The parties herein agree that the current uniform allowance is sufficient to comply with state regulations that require that protective clothing be provided at no cost to the employee. The UFA will work with the City to secure abatement of the above violation. If this agreement does not serve to completely and expeditiously abate the violation, the parties agree to take the necessary steps to do so. It is understood that as part of a proposed abatement plan the Department may at its sole discretion move elsewhere in the agreement or modify the contract provisions dealing with the uniform allowance and take other steps, which may include instituting or changing Department procedures, in order to develop and implement such a plan. The UFA agrees not to pursue any potential claim for retroactive liability either through the Department of Labor or individually.

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFA

By: STEPHEN J. CASSIDY

#### Appendix B

Stephen J. Cassidy, President  
Uniformed Firefighters Association  
204 East 23rd Street  
New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2008 to July 31, 2010

Dear Mr. Cassidy:

This is to confirm our mutual understanding that the parties agree that during negotiations for the successor contract to this 2008-2010 agreement, they shall negotiate the issue of increasing the City's contribution to the Security Benefit Fund as the first issue to be negotiated. The issues to be negotiated shall include the intent of the parties to equalize the City's total contribution to the fund with the contributions made by the City to other union health and welfare funds and that the UFA will be responsible for the cost of such increased contributions.

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFA

By: STEPHEN J. CASSIDY

#### Appendix C

Stephen J. Cassidy, President  
Uniformed Firefighters Association  
204 East 23rd Street

New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2008 to July 31, 2010

Dear Mr. Cassidy:

The City and the UFA recognize that pursuant to Administrative Code section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for UFA members. The parties further recognize that a significant number of UFA members have previously utilized the UFA Health and Welfare Fund to pay for these prescription drugs without reimbursement by the City. Up to the adoption of the new program outlined below, the UFA agrees to continue to waive any and all claims for the reimbursement of the cost of said line of duty injury prescription drugs.

Effective as soon as practicable on or after September 1, 2007, members injured in the line of duty who require medications to treat the illness or injury as authorized by the Bureau of Health Services will have all related costs of such medications fully covered by the Fire Department.

The Fire Department reserves the right to determine the means, methods and procedures by which such prescription drugs shall be paid and/or reimbursed including, but not limited to, the selection of participating pharmacies and/or mail order services, and the means of payment and/or reimbursement, e.g., by prescription drug card or similar mechanism.

The Fire Department shall provided thirty (30) days notice to the Union prior to effecting any changes in the program.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFA

By: STEPHEN J. CASSIDY

**Appendix D**

Stephen J. Cassidy, President  
Uniformed Firefighters Association  
204 East 23rd Street  
New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2008 to July 31, 2010

Dear Mr. Cassidy:

This is to confirm our mutual understanding and agreement regarding the above Agreement.

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering August 1, 2008 to July 31, 2010, which results in greater percentage wage increases, then, at the UFA's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment – through the final steps of the bargaining process.

Very truly yours,

James F. Hanley

**Appendix E**

Stephen J. Cassidy, President  
Uniformed Firefighters Association  
204 East 23rd Street  
New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2008 to July 31, 2010

Dear Mr. Cassidy:

This will confirm our mutual understanding that the parties agree to discuss the assignment of duties to Wipers (Uniformed) which deviate substantially from their job description. This shall replace and be the successor to Article XVIII in the 1990-95 contract.

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFA

By: STEPHEN J. CASSIDY

collective bargaining representative for House Staff Officers of the Corporation in the following titles or replacement titles provided such House Staff Officers are paid directly by the City or Corporation, whichever the employer may be, and not through an intermediary:

Title Code	Title	Title Code	Title
53005	Intern	963710	Dental Resident PGY 1
53008	Resident	963720	Dental Resident PGY 2
963610	Resident PGY 1	963730	Dental Resident PGY 3
963620	Resident PGY 2	963740	Dental Resident PGY 4
963630	Resident PGY 3	963750	Dental Resident PGY 5
963640	Resident PGY 4	53205	Junior Psychiatrist
963650	Resident PGY 5	963830	Jr. Psychiatrist PGY 3
963660	Resident PGY 6	963840	Jr. Psychiatrist PGY 4
963670	Resident PGY 7	963850	Jr. Psychiatrist PGY 5
963680	Resident PGY 8	963860	Jr. Psychiatrist PGY 6
50206	Dental Intern	963870	Jr. Psychiatrist PGY 7
50211	Dental Resident		

**Section 2.**  
The terms “employee,” “employees,” “House Staff Officer” and “HSO” as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

**Section 3.**  
It is not the intention of the Corporation to utilize volunteers at any Corporation Hospital to undermine the rights of HSOs covered by this Agreement.

**ARTICLE II - COMMITTEE SECURITY, DUES AND PAC CHECKOFF**

**Section 1.**  
The City agrees that all HSOs employed by the City, if any, and the Corporation agrees that all HSOs employed by the Corporation may become and remain members of the Committee in good standing.

**Section 2.**  
The City agrees and the Corporation agrees that they will exercise their best efforts to see that such HSOs suffer no discrimination or reprisals at City health facilities or Corporation health facilities, respectively, by reason of their membership in or legitimate activities on behalf of the Committee.

**Section 3.**  
**a.** The Committee shall have the exclusive right to the check-off and transmittal of dues on behalf of each HSO 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 HSO may consent in writing to the authorization of the deduction of dues from the HSO’s wages and to the designation of the Committee as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the HSO.

**Section 4.**  
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.

**Section 5.**  
Membership dues shall be deducted retroactive to the first day of a House Staff Officer’s individual contract or to the date the authorization was signed, whichever is later, to the extent feasible. Agency shop fees shall be deducted retroactively to the first day of a House Staff Officer’s individual contract, to the extent feasible.

**Section 6.**  
Five (5) differing amounts of dues deductions will be made available to the Committee. Dues and fees shall be deductible on the basis of percentage of salary, as designated by the Committee, to the extent feasible.

**Section 7.**  
**a.** CIR, upon its election to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, shall have the exclusive right in conformance with applicable law to the check-off for such political purposes in a manner as described in a supplemental agreement to be incorporated by reference into the Agreement.

**b.** Any eligible HSO covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from said HSO’s wages for such purposes in authorization form acceptable to the Corporation which bears the HSO’s signature.

**c.** A copy of the Summary Annual Report to the Federal Election Commission (“FEC”) of any fund established pursuant to this Section shall be submitted to the Comptroller of the City of New York and the Office of Labor Relations at the time of its submission to the FEC.

**ARTICLE III - PRODUCTIVITY AND PERFORMANCE**

**Section 1. Performance Levels**  
Delivery of medical services in the most efficient and effective manner and the provision of an effective training program for HSOs are of paramount importance to the City and the Corporation. Such achievement is recognized to be a mutual obligation of all parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following:

The Committee recognizes the City’s right and the Corporation’s right under the New York City Collective Bargaining Law to establish and/or revise medical performance standards or norms notwithstanding the existence of prior medical levels, norms or standards consistent with accepted medical and training program

practices and requirements. Such standards may be used to determine acceptable performance levels and to measure the performance of each HSO.

**Section 2. 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 IV - WAGES**

**Section 1.**  
The appointment of an HSO shall be based on the HSO’s appropriate Post Graduate Year (hereinafter “PGY”) which shall be determined as follows:

- a.** An HSO who has not completed at least one year of service in an accredited training program shall be placed at the PGY-1 level.
- b.** An HSO who has completed one or more years of service in an accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., an HSO who has completed two years of service in such a training program shall be placed at PGY-3). An HSO required to spend a prerequisite period of service in an accredited training program in a specialty other than that in which the HSO is serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event an HSO changes the HSO’s specialty, the HSO shall receive a maximum credit of two years for prior service in such other accredited training program.
- c.** When some or all of the prior service of HSO has been in a non-accredited training program, the HSO shall, at a minimum, be classified at the PGY level appropriate to the years of service the HSO has completed in an accredited training program. Additional credit, if any, for non-accredited training programs to be granted in establishing the appropriate PGY level for an HSO shall be determined by the HSO and the HSO’s Chief at the time of appointment. If after such determination a Specialty Board should grant increased standing or credit, then an appropriate adjustment shall be made in the PGY level retroactive to the appointment date preceding notice of such adjustment. Any determination made pursuant hereto shall be deemed an appropriate subject for a grievance and relief in the event that the HSO is actively assigned to perform duties at a PGY level higher than that in which the HSO has been classified pursuant to a determination made as hereinbefore provided.
- d.** For purposes of determining an HSOs appropriate PGY level an “accredited training program” is defined as a training program accredited by the Accreditation Council for Graduate Medical Education, the American Dental Association, the American Podiatric Medical Association, the American Osteopathic Association, or the Royal College of Physicians and Surgeons of Canada.

**Section 2.**  
An HSO converted to a PGY level pursuant to Section 1 hereof shall, if hereinafter reappointed, be deemed to have served the number of years in a training program approved by the ACGME, ADA, APMA, AOA, or RCPSC applicable to the PGY level to which the HSO has been converted and equated pursuant to Section 1 hereof.

**Section 3.**  
An HSO who, during the term of this Agreement, successfully completes the HSO’s service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.

**Section 4.**  
A year of service in a training program shall mean a year of service in a training program which shall have been certified as having been completed by the appropriate Hospital authority.

**Section 5.**  
**a.** Effective as of the dates hereafter indicated, the following pay levels shall be established:

PGY LEVELS	10/26/08	10/26/09
PGY-1	\$53,710	\$55,858
PGY-2	\$55,931	\$58,168
PGY-3	\$60,374	\$62,789
PGY-4	\$62,466	\$64,965
PGY-5	\$64,297	\$66,869
PGY-6	\$65,995	\$68,635
PGY-7	\$69,392	\$72,168
PGY-8	70,843	\$73,677

**b.** In those instances where housing is provided by the Corporation to HSOs, the annual pay rates indicated above shall be reduced by the following amounts:

	10/26/08	10/26/09
	\$3,538	\$3,680

**Section 6.**  
Part-time per annum, per session, hourly paid, and per diem employees and employees whose normal work year is less than a full calendar year shall receive a rate provided in Section 5 prorated on the basis of computations heretofore utilized by the parties for all such employees.

**Section 7.**  
**a.** Each Chief Resident shall receive the following annual amounts prorated for the period of service as Chief Resident:

	10/26/08	10/26/09
	\$3,828	\$3,981

**b.** The Chief Resident differential shall be paid only

**2008-2010 INTERNS AND RESIDENTS AGREEMENT**

**AGREEMENT** entered into this 31st day of August, 2009, by and between the City of New York and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the “Employer”) and the Committee of Interns and Residents of New York City (the “Committee”), for the twenty-four months from October 26, 2008 through October 25, 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 - RECOGNITION**

**Section 1.**  
The City recognizes the Committee as the sole collective bargaining representative for employees (hereinafter collectively referred to as “House Staff Officers” or “HSOs”) of the City in the following titles, if any, or replacement titles, and the Corporation recognizes the Committee as the sole

when authorized in writing by the Chief of Service or, when for a period of two or more calendar months, a House Staff Officer substantially performs the duties of a Chief Resident with the knowledge and consent of the Chief of Service.

#### Section 8.

Effective July 1, 2009, new PGY 1 Psychiatry residents will be paid as PGY 1. First, second and third year residents in Psychiatry who, prior to July 1, 2009, were receiving pay at the rates of second, third, and fourth year residents, respectively, shall continue to receive such compensation as set forth in the prior agreement between the parties, during their service at a Corporation Hospital.

#### Section 9.

In the event of an erroneous overpayment to an HSO of an amount exceeding 25% of the HSO's regular gross pay, the City and the Corporation will not make wage deductions for recoupment purposes in amounts greater than 25% of the HSO's regular gross pay, except if the amount of the overpayment exceeds \$1,000. In cases where the overpayment exceeds \$1,000, deductions may be made in larger installments at the discretion of the Agency Head. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.

### ARTICLE V - VACATIONS AND LEAVE TIME

#### Section 1.

The vacation for all HSOs shall be four weeks per annum (July 1 through June 30).

#### Section 2.

When, due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of one week per HSO, at the discretion of the HSO's Chief of Service, and pay for lost vacation shall be granted.

#### Section 3.

Anything to the contrary herein notwithstanding, lesser vacation benefits may be provided where appropriate. Specialty Boards require lesser vacation terms, and pay for lost vacation shall be granted.

#### Section 4.

Anything to the contrary herein notwithstanding, pay in lieu of vacation shall be provided in the case of Residents serving their last year of residence, where full House Staff coverage in the given service cannot, in the discretion of the appropriate Chief of Service, be obtained.

#### Section 5.

Medical disability due to pregnancy or childbirth shall be considered as sick leave.

#### Section 6.

An HSO shall be paid at the HSO's regular pay for three (3) working days' absence in the event of the death of the HSO's parent, spouse, child, brother, sister, or grandparent. Such three days must be taken consecutively within a reasonable time of the day of the death or day of the funeral and may not be split or postponed. Bereavement leave shall be granted for the death of a "domestic partner" pursuant to the terms set forth in Executive Order No. 48, dated January 7, 1993.

#### Section 7.

Time off with pay for specialty exams, licensure exams, and any other exams required by a program will not be unreasonably denied.

#### Section 8.

- a. Eligibility for non-chargeable education leave shall be as per Corporation policy (July 2, 1980, Memorandum, "Non-chargeable Education Leave").
- b. Effective July 1, 1989, reimbursement for conference expenses was assumed by the CIR House Staff Benefits Plan and any obligation for future funding of such expenses by the City or the Corporation ceased.

### ARTICLE VI - INDIVIDUAL CONTRACTS

#### Section 1.

- a. Each HSO shall, prior to the HSO's employment in any Hospital of the Corporation, receive a written contract not inconsistent with any of the provisions herein, which shall set forth the Hospital and Corporation commitments to such HSO in the following areas: (a) maintenance of electives, (b) rotational schedule, and (c) PGY level and wages appropriate to the PGY level. The HSO's Chief of Service shall make best efforts to notify the HSO, in writing, at least seven (7) days prior to a new rotation.
- b. In the event of a conflict between the terms of an individual written contract of HSOs who commence employment on or after July 1, 1983, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

#### Section 2.

The form of individual contract presently used by the Corporation shall be furnished to the Committee and, if changed, a copy of any such change will be furnished to the Committee prior to its use.

#### Section 3.

HSOs who have July 1st appointments will be notified in writing by November 15th (December 15th at PGY-1) and HSOs with any other appointment date will be notified in writing within four and one-half (4 1/2) months thereafter (5 1/2 months at PGY- 1), if their services are not to be renewed for the next year of a given residency program. Earlier notice, if possible, will be given to such House Staff Officers.

#### Section 4.

No individual waiver by an HSO of the HSO's rights or those of the Committee under the collective bargaining agreement shall be effective unless consented to in writing by the Committee.

#### Section 5.

- a. The Corporation will notify each HSO affected and the Committee:
  - i. Within thirty (30) days of a decision to discontinue any training program for any reason.
  - ii. Immediately upon receipt from the ACGME, ADA, APMA, AOA or RCPSC of notification regarding non-accreditation or probation or similar change in the professional status of any training program.
- b. In the event of a decision to discontinue a training program, the Corporation's obligation with regard to each HSO affected shall be to assign such HSO, with concurrence of the Affiliate, which concurrence shall not be unreasonably withheld, to an approved program at another Corporation Hospital, or where appropriate, the Corporation shall make other necessary arrangements to settle the employment contract and training program obligations.

### ARTICLE VII - WORK SCHEDULES

#### Section 1.

The parties recognize the undesirability of excessive work hours for HSOs inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles. Subject to budgetary limitations and procedures for establishing budgets, House Staff work schedules shall be consistent with optimum patient care, high standards of training, specialty board requirements and limitations, and the health and well-being of HSOs, including their reasonable social needs and need for adequate rest. A grievance, which shall consist of a dispute concerning the application or interpretation of Sections 1 and 2 of this Article, shall be processed in accordance with the following procedure:

- Step I. The Employee and/or the Committee shall present the grievance in the form of a memorandum to the Executive Director not later than ninety (90) days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. The Executive Director shall take any steps necessary for a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work day following the date of submission.
- Step II. An appeal from an unsatisfactory determination at Step I shall be presented in writing to the Corporation Director of Labor Relations. The appeal must be made within thirty (30) days of the receipt of the Step I determination. The Corporation Director of Labor Relations, or the Director's designated representative, may meet with the Employee and/or the Committee for review of the grievance and, in any event, shall issue a written reply by the end of the tenth (10th) working day following the date on which the appeal was filed.
- Step III. An appeal from an unsatisfactory determination at Step II shall be presented in writing within thirty (30) days to a panel consisting of one Committee representative, one physician and/or dentist selected by the Corporation, and the Vice President responsible for medical affairs (or the equivalent officer or successor or his/her designee) as chairperson for such disposition as is appropriate. This panel shall render its decision by a majority vote within ten (10) days after completion of the appeal process, and such decision shall be final and binding.

#### Section 2.

Wherever practicable, changes in a work schedule during an HSO's contract term shall be the subject of reasonable prior notice to the affected HSO. If such notice does not provide sufficient time to process a grievance through Steps II and III of Section 1 hereof, the Committee shall be entitled to proceed directly from Step I to Step III, Section 1, hereof.

#### Section 3.

- a. No HSO shall be required to perform duty in the hospital more frequently than an average of ten (10) calendar nights within a thirty (30)-day calendar period.
- b. Subject to the applicable provisions of Article V, Sections 2 and 3, an HSO who uses the leave time provided for in Article V will not be required to make up on-call duty that the HSO would have otherwise worked during the period of said leave.
- c. Any grievance arising under this Section 3 shall be presented in accordance with the procedure noted in Article XV, Grievances, Sections 2 through 10 inclusive.

#### Section 4.

- a. HSOs performing on-call duty in addition to their anticipated normal on-call schedule shall be compensated for each additional on-call duty at the rates indicated below:
 

	<b>10/26/08</b>
Week Night	
Weekend / Holiday	\$418 \$558
- b. HSOs performing on-call duty in addition to their normal day's work, usually in coordination with a night float system, where a HSO is not scheduled to work overnight ("Short Call") shall be compensated for each additional Short Call duty at the rates indicated below:
 

	<b>10/26/08</b>
	\$210
- c. In arranging on-call duty coverage for a sick or disabled House Staff Officer, preference shall be

given to House Staff Officers within the department who agree to accept such additional on-call duty. Thereafter, insofar as is practical, preference shall be given to any other approved HSO within the facility who applies, prior to any involuntary assignment of additional on-call duty.

- d. The payments provided in subsections 4(a) and 4(b) shall be made for all additional on-calls performed as coverage for a House Staff Officer absent due to illness or disability, provided the HSO is absent for both the on-call day and the day immediately preceding or following the on-call day. An absent House Staff Officer shall not be required to make up on-call duty that the HSO would otherwise have worked during said illness or disability. Coverage for single absences due to illness or disability shall not be paid where it is practical to require the absent House Staff Officer to serve on-call in the same rotation in place of the House Staff Officer who provided coverage. Payment for additional on-call duty performed because of the absence of a HSO due to bereavement leave shall be permitted.
- e. Daytime coverage for a temporarily sick or disabled House Staff Officer shall be shared by the remaining House Staff Officers where such additional duties do not violate Article VII, Section 1.
- f. Nothing in subsections 4(a) through 4(e) above shall be construed to permit the performance of on-call duty in violation of Article VII, Section 3, above or determine the remedies thereunder.
- g. When House Staff Officers voluntarily exchange on-call assignments for their mutual benefit, such on-call duties shall not be considered additional on-call duty and provisions for additional compensation in this Article shall not apply.
- h. The provisions of subsection 4(d) above are not intended to alter the responsibilities and obligations of appropriate hospital authorities with regard to certification of completion by House Staff Officers of specialty board requirements.
- i. The provision for payment in subsections 4(a) and 4(b) above shall be funded by the Corporation in the annual amounts below, to be apportioned equitably among the HHC facilities employing HSOs covered by this Agreement.

**10/26/08**  
\$379,474

Effective 10/27/05 the annual rates for funding as stated above is in accordance with the "Payment For Meals" sideletter appended to this agreement.

- j. The Corporation shall provide the Committee with monthly reports of expenditures at each facility, identifying each HSO receiving payment by name, department, and Social Security number. The report shall name the HSO for whom coverage was provided and the date(s) of such coverage. Should it appear that any facility may exhaust its prorated share during any July 1 - June 30 period, the Corporation will meet with the Committee so that the parties may consider such measures as may be mutually acceptable to continue the program at the institution. Funds remaining at the end of any July 1-June 30 period shall be carried forward to the succeeding year or, at the option of CIR, transferred to the Patient Care Trust Fund, or applied in such other manner as the parties may agree upon.

#### Section 5.

- a. Moonlighting shall be prohibited during the HSO's first post-graduate year (PGY-1).
- b. During PGY-2 and thereafter, moonlighting shall be permitted if it does not impinge on or interfere with the HSO's performance of the HSO's required duties at the hospital or with the HSO's educational obligations.
- c. If, in the opinion of a Chief of Service, moonlighting has impinged on or interfered with an HSO's primary obligations, the Chief of Service may demand that the moonlighting cease.
- d. An HSO and/or the Committee may appeal through the grievance procedure a Chief of Service's demand that the HSO cease moonlighting.

### ARTICLE VIII - PATIENT CARE TRUST FUND

- a. Effective each April 1st and October 1st, the Corporation shall transfer a sum equivalent to 0.15 percent (fifteen one-hundredths of one percent) of the Gross Annual Payroll for HSOs to the Patient Care Trust Fund. For purposes of this provision, the Gross Annual Payroll shall be calculated by using the Corporation's payroll for the applicable payday immediately preceding the aforementioned effective dates.
- b. The said sums shall be applied toward the purchase of equipment in municipal hospitals for the improvement of patient care and shall not create any obligation on the part of the City or Corporation to provide additional contributions or payments of any kind. Prior to the purchase of any equipment, the CIR shall present its proposal(s) for purchase to the President of the Corporation for approval. Should the President on behalf of the Corporation accept the offer, the Corporation shall locate and use the equipment in accordance with the terms of the offer, and the equipment shall become the property and sole responsibility of the Corporation. If the President rejects a proposed purchase, the President shall state in writing the reasons within thirty (30) days of the receipt of the proposal. If the proposal is rejected by the President, the CIR shall submit alternative

proposal(s) to the President. The decision of the President is final and the foregoing provision is not subject to the grievance and arbitration provisions of the Agreement. It is understood that there is no continuing obligation for the City or the Corporation to make any additional such payment during the term of this Agreement.

#### ARTICLE IX - COMBINED REIMBURSEMENT FUND

- a. A Combined Reimbursement Fund is to be established for the reimbursement of employment related expenses as may be jointly approved by the parties. The Fund shall be administered by trustees appointed by CIR subject to the terms of a signed separate supplemental agreement.
- b. Effective each April and October, the Corporation shall remit to the Combined Reimbursement Fund a contribution equivalent to 0.775 percent of the annualized base payroll for HSOs based upon the Corporation's first payroll in the month such payment is due. Such contributions shall be contingent upon and subject to the terms of the signed separate supplemental agreement.
- c. Pursuant to the "Payment for Meals" sideletter, CIR agrees to the annual reduction of \$500,000 from the Corporation payment to the Combined Reimbursement Fund.

#### ARTICLE X - CIR HOUSE STAFF BENEFITS PLAN

- a. Effective November 8, 2006, the contribution paid on behalf of each full-time per annum HSO to the CIR House Staff Benefits Plan shall be \$1,640 per annum.
- b. Contributions remitted to the CIR House Staff Benefits Plan pursuant to this Article X are contingent upon and subject to the terms set forth in a signed separate trusted fund agreement between the City, the Corporation and the Committee.
- c. The Committee agrees to provide welfare fund benefits to domestic partners of covered HSOs in the same manner as those benefits are provided to spouses of married covered HSOs.

#### ARTICLE XI- HEALTH AND HOSPITAL BENEFITS

##### Section 1.

The parties agree that the following provisions from the 1993 Municipal Memorandum of Economic Agreement shall remain in full force and effect, except as otherwise modified by provisions of the 2000 DC37 Memorandum of Economic Agreement and the Appendices.

##### Section 2.

Effective April 1, 1995 and thereafter, the Employer's cost for each contract for each Employee and for each retiree (under age 65) shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, (e.g. the payment for GHI-CBP/Blue Cross family coverage shall be equal to the payment for HIP/HMO family coverage).

##### Section 3.

The Employers shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$35 million to maintain the health insurance stabilization reserve fund created in Section 7 of the 1984-87 Municipal Coalition Economic Agreement. Said funds shall be paid in two installments of seventeen million, five hundred thousand in January and July of each year.

##### Section 4.

Pursuant to paragraph 7 of the Health Benefits Agreement dated January 11, 2001, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contribution to the health insurance Stabilization Fund.

##### Section 5.

In the event that there is a citywide or program-wide healthinsurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate a reconfiguration of this package which in no event will provide for costs in excess of the total costs of the 2000 DC 37 Memorandum of Economic Agreement as set forth therein. However, it is understood that CIR will not be treated any better or any worse than any other Union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

#### ARTICLE XII - ON-CALL ROOMS

##### Section 1.

- a. On-call rooms shall be regularly cleaned and shall have functioning locks with keys available to House Staff Officers. Bathrooms and showers in on-call areas shall be regularly cleaned and properly supplied. Clean linens and towels will be supplied on a regular basis. The Corporation will take reasonable steps to provide shower facilities accessible to on-call rooms, where feasible, provided that such shower facilities can be provided without new construction or structural renovation or significant costs.

- b. The number and location of existing on-call rooms shall not be reduced or changed without at least thirty (30) days' notice to CIR and the opportunity to discuss planned changes with the administration.

##### Section 2.

The sole remedy for alleged violations of this Article shall be a grievance pursuant to Article XV of this Agreement.

##### Section 3.

In construing Section 1 of this Article, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of Section 1 of this Article but

may not affirmatively direct how the Corporation should comply with Section 1. If the arbitrator determines that the Corporation is in violation of Section 1, the Corporation shall take appropriate steps to remedy the violation. If, in the opinion of the Committee, the Corporation does not achieve compliance within a reasonable period of time, the Committee may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that the Corporation has had a reasonable time to comply with the terms of Section 1 and has failed to do so, then, and only then, the arbitrator may order the Corporation to follow a particular course of action which will effectuate compliance with the terms of Section 1. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved facility for such purposes.

#### ARTICLE XIII - MEDICAL BOARD REPRESENTATION

##### Section 1.

Each Corporation Hospital Medical Board shall include in its regular voting membership two representatives of the House Staff of such Hospital, one of whom shall be the President of the House Staff, the other to be chosen by vote of the House Staff. The President of the House Staff shall also serve as a voting member of the Executive committee of the Medical Board.

##### Section 2.

Each Corporation Hospital Medical Board shall establish a Committee designated as the House Staff Affairs Committee or similar title, the primary concern of which shall be medical education, internship and residency programs, and medical policy matters directly affecting HSOs.

##### Section 3.

The House Staff Affairs Committee is intended to be a working committee of the Medical Board and shall meet regularly. It shall consist of not more than 10 nor less than 7 voting members. In the event that the House Staff Affairs Committee shall consist of 7-8 voting members, no fewer than 3 shall be HSOs elected by the House Staff. In the event that the House Staff Affairs Committee shall consist of 9-10 voting members, no fewer than 4 shall be HSOs elected by the House Staff. The HSOs serving on the Medical Board shall, *ex officio*, also serve on the House Staff Affairs Committee as nonvoting members thereof if not otherwise elected thereto pursuant to Section 3 hereof.

##### Section 4.

The Secretary to the Medical Board shall forward to the Committee of Interns and Residents the names of the Medical Board members comprising the House Staff Affairs Committee within five days succeeding its establishment.

##### Section 5.

Each Corporation Hospital will notify the Committee of the date of inspection by JCAHO and will make available to the Committee representative or representatives on the Medical Board the JCAHO report that is presented to the Medical Board.

#### ARTICLE XIV - MALPRACTICE INSURANCE

##### Section 1.

The City shall be liable for and save harmless each HSO covered hereunder for any claim for damages and/or personal injuries alleged to have been sustained by a claimant as a result of any action or omission occurring in the performance of the HSO's duties and within the scope of his or her employment.

##### Section 2.

The foregoing is conditioned upon each of the following:

- a. The Corporation's HSOs shall promptly forward to the Corporation all summonses or notices of whatsoever nature pertaining to claims received or served upon them or each of them.
- b. The Corporation's HSOs shall cooperate fully in aiding the City to investigate, adjust, settle, or defend each claim, action, or proceeding.
- c. The defense of all claims, actions, and proceedings within the purview of this Article shall be conducted by the City. The Corporation Counsel of the City shall appear and defend such actions and proceedings on behalf of the HSOs.
- d. No settlement shall be made without the approval of the City, including the Comptroller, and in accordance with procedures previously employed to settle actions involving municipal employees.
- e. In the event of any appeal from a judgment against the Corporation's HSOs, the City will promptly satisfy the judgment or stay the execution thereof by filing the appropriate bonds or instruments so that execution shall not issue against the HSOs.

#### ARTICLE XV - GRIEVANCE PROCEDURES

##### Section 1.

The term "grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;
- b. A claimed violation, misinterpretation, or misapplication of the rules or regulations, authorized existing policy, or orders of the Corporation affecting the terms and conditions of employment;
- c. A claimed regular or recurrent assignment of HSOs to duties substantially different from those stated in their job specifications;
- d. A question regarding the non-renewal of the appointment of an HSO.
- e. The provisions of this Article XV shall not apply to a grievance under Article VII, Sections 1 and 2.

##### Section 2.

**Step I** The Employee and/or the Committee shall present the grievance in writing to the Chief of Service or to the Executive Director or the Director's designee no later than ninety (90) days after the date on which the grievance arose, and in grievances brought under Section 1 (D) the grievance shall be presented no later than ninety (90) days after the date on which written notice of non-renewal is received. The individual to whom the grievance was presented shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work day following the date of submission, except for grievances brought under Section 1 (D), where the reply shall be in writing by the end of the fifth (5th) working day following the date of submission.

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 the alleged out-of-title work.

**Step II(a)** An appeal from an unsatisfactory determination at Step I, except for an appeal brought under Section 1(d), shall be presented in writing to the Corporation's Director of Labor Relations. The appeal must be made within ten (10) working days of the receipt of the Step I determination. The Corporation's Director of Labor Relations or his designated representative, if any, may meet with the Employee and/or the Committee for review of the grievance and shall in any event issue a determination in writing by the end of the tenth (10th) workday following the date on which the appeal was filed.

**Step II(b)** An appeal from an unsatisfactory determination at Step I in regard to a grievance brought under Section 1(d) must be brought within fifteen (15) days of receipt of the Step I determination to the House Staff Affairs Committee of the Medical Board for evaluation and determination. An HSO and/or CIR appealing to the House Staff Affairs Committee shall be given advance written notice of when the House Staff Affairs Committee will consider the appeal. The House Staff Affairs Committee will render a written decision and provide it to the HSO and/or CIR. All decisions of the House Staff Affairs Committee may be reviewed by the Medical Board. If the Medical Board reviews the case, advance notice and a written decision will be provided the HSO and/or CIR. The decision of the Medical Board in all such matters shall be final.

**Step III** An appeal from an unsatisfactory determination at Step II(a) may be filed by the Committee with the Office of Collective Bargaining for impartial arbitration within thirty (30) days of receipt of the Step II(a) decision. The Corporation shall have the right to appeal any grievance determination under Section 1, except for grievances brought under Section 1(d) directly to arbitration. Such appeal shall be filed within thirty (30) days of the receipt of the determination being appealed. The Committee and/or Corporation 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, except that each party shall be separately responsible for any costs or fees of any member of the arbitration board selected by such party, other than the impartial arbitrator. The costs and fees of such arbitration shall be borne equally by the Committee and the Employer. The determination or award of the arbitrator or the arbitration board noted in Section 8 of this Article shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

##### Section 3.

As a condition to the right of the Committee to invoke impartial arbitration set forth in this Article, the Employee or Employees and the Committee shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee or Employees and the Committee to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

##### Section 4.

Any grievance of a general nature affecting a large group of HSOs and which concerns the claimed misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Committee at Step II(a) of the grievance procedure, without resort to the previous step.

##### Section 5.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Committee may invoke the next step of the procedure, except, however, that only the Committee may invoke impartial arbitration under Step III.

##### Section 6.

The Employer shall notify the Committee in writing of all grievances filed by HSOs, all grievance hearings, and all determinations. The Committee 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 7.

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 8.

At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration board consisting of the impartial arbitrator, a physician or dentist designated by the Committee, and a physician or dentist designated by the Corporation. The arbitrator shall be the chairperson and presiding member of the arbitration board and shall be the only voting member of the arbitration board. The determination or award of the arbitration board shall be final and binding and shall not add to, subtract from, or

modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

#### **Section 9.**

The grievance and 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.

#### **Section 10.**

HSOs may be assisted at all stages of the procedures herein set forth in this Article by representatives of the Committee.

### **ARTICLE XVI - DISCIPLINARY ACTION**

#### **Section 1.**

HSOs shall have the right to a hearing before being subject to disciplinary action except as hereinafter provided. There shall be no disciplinary action taken against an HSO except for cause and pursuant to and after completion of the procedures herein provided. Notwithstanding the provisions of Section 6(d) below, when a charge of failure to complete delinquent charts is sustained following proper notice and hearing as below, the proposed discipline may be implemented before the completion of those procedures by the Hospital Executive Director when it is a reprimand or by the Corporate Director of Labor Relations when it is other than a reprimand.

#### **Section 2.**

It is understood that an HSO may be reassigned from medical responsibilities without a hearing when the HSO's continued presence is deemed to risk the successful operation of the hospital. Following such reassignment by either the Chief of Service or the Executive Director of the hospital, the Committee shall have the right to an immediate appeal to an arbitrator or arbitration board as hereinafter provided.

#### **Section 3.**

When disciplinary action against an HSO is contemplated either by a Chief of Service or Executive Director, written charges and proposed disciplinary action shall be presented by the Executive Director to the Committee and to such HSO, who shall be notified of the HSO's right to appear before the Executive Director or duly designated representative for the purpose of an informal hearing before such Executive Director or designee. The Executive Director shall have the right to affirm, rescind, or modify the charges and/or proposed action after such informal hearing.

#### **Section 4.**

In the event that the Executive Director does not rescind the charges and proposed disciplinary action, the HSO or Committee shall appeal to the Corporation Director of Labor Relations or the Director's designee who will hold a conference with the HSO and the Committee. The Director shall issue a determination in writing to the HSO and the Committee affirming, rescinding or modifying the charges and the proposed disciplinary action.

#### **Section 5.**

The proposed decision of the Corporation Director of Labor Relations shall become final unless the Committee requests in writing to the Office of Collective Bargaining, with simultaneous notice to the Corporation and the Executive Director, within 10 days after the receipt of the decision of the Corporation Director of Labor Relations, that said decision be submitted to arbitration pursuant to this Article XVI.

#### **Section 6.**

**a.** Arbitration hereunder shall determine whether just cause or basis exists to sustain the charges and, if so, whether there is just cause or basis for the proposed disciplinary action. The arbitrator shall be authorized to accept, reject, or modify the charges or proposed disciplinary action. The determination or award of the arbitration shall be final and binding and shall not add to, subtract from, or modify any contract, or any rule, regulation, existing authorized policy, or order mentioned in Section 1 (B) and (C) of Article XV existing prior to the notice provided by Section 3 hereof.

**b.** Arbitration hereunder shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining, except as modified in (c) of this Section. The costs and fees of such arbitration shall be borne by the Committee and the Corporation as provided in Article XV, Section 2.

**c.** At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration board consisting of the impartial arbitrator, a physician or dentist designated by the Committee, and a physician or dentist designated by the Corporation. The arbitrator shall be the chairperson and presiding member of the arbitration board and shall be the only voting member of the arbitration board. The determination or award of the arbitration board shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1 (B) and (C) of Article XV existing prior to the notice provided by Section 3 hereof.

**d.** No disciplinary action shall be imposed upon an HSO until said action has become final pursuant to Section 5 hereof or said action has been subject to a determination and award in arbitration pursuant to Section 6 hereof.

#### **Section 7.**

The Hospital will arrange the schedules of HSOs who are involved in disciplinary or grievance procedures so as to permit reasonable time off.

### **ARTICLE XVII - PROHIBITION AGAINST DISCRIMINATION**

No Corporation institution shall discriminate against an HSO on account of race, color, creed, national origin, place of

medical education, sex, sexual orientation, affectional preference, or age in any matter of hiring or employment, housing, credit, contracting, provision of service, or any other matter whatsoever. Further, in relation to equal employment opportunity in city employment and training for physically handicapped individuals, the Corporation shall follow the procedures set forth in the Mayor's Executive Order No. 14, dated May 21, 1974. Standards and policies affecting HSOs for provision of facilities shall be justly applied to all HSOs.

### **ARTICLE XVIII - LOUNGES**

The Corporation's Vice President for Corporate Affairs shall issue a memorandum within thirty (30) days of the Financial Control Board's approval of the Contract to the Hospitals' Executive Directors directing them to ascertain if lounge space can be made available for utilization by HSOs. If lounge space can be made available, the Executive Director, in conjunction with the House Staff Affairs Committee in each hospital, shall prepare a proposal recommending designation of such space for House Staff lounges. Subject to the availability of funds and the concurrence of the Executive Director, the proposal shall also recommend reasonable measures to be taken to make the lounge area clean and secure and to set forth a projected timetable for completion. Implementation of such proposals shall be within sixty (60) days after the concurrence of the Executive Director.

### **ARTICLE XIX - NO STRIKES**

Neither the Committee nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations.

### **ARTICLE XX - MISCELLANEOUS**

#### **Section 1. Interest Payments**

Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days after execution of the applicable Contract or one hundred twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment. Interest accrued shall be payable only if the amount of interest due to an individual HSO exceeds five dollars (\$5).

#### **Section 2. Translators**

Each Corporation Hospital will make reasonable efforts to provide or compile a list of available personnel to act as translators.

#### **Section 3. Bulletin Boards**

Each Corporation Hospital will provide bulletin board space for use by the Committee and conference rooms, at the Committee's request, for House Staff meetings related to the Hospital or Corporation.

#### **Section 4. Rotations**

**a.** The parties recognize that rotation between the payrolls of HHC and HHC affiliates is a special concern of this unit and that, on occasion, it affects rotating House Staff Officers in various ways, including such areas as payroll lag, work week computation for pay purposes, reapplication for or redesignation of benefits, and requirements for obtaining benefits. A joint labor-management committee, consisting of representatives of the Corporation (including the facilities involved) and the CIR shall meet as needed to discuss these and related problems and to monitor the effectiveness of any changes which may result from such discussions.

**b.** The HHC will notify the CIR on a periodic basis, but no less than once a year, of the malpractice insurance coverage provided to Corporate House Staff Officers upon their rotation to non-HHC facilities.

#### **Section 5. Access to Files**

Each HSO shall have access, upon the HSO's request, to the HSO's personnel files. The HSO shall have the right to place in the HSO's file the HSO's response to any evaluatory statement in the HSO's personnel file. In addition, the Corporation will allow to each HSO such rights as are provided in Article X of the 1995-2001 Citywide Agreement.

#### **Section 6. Personal Security**

The Corporation shall make reasonable efforts to provide for the personal security of HSOs working in the facilities of the Corporation. The remedy for any claimed violation shall be as provided in Article XIV, Section 2(e) and (f), of the 1995-2001 Citywide Agreement.

#### **Section 7. Uniforms**

Each HSO shall be assigned six serviceable uniforms at all times. At the conclusion of the HSO's employment by the Corporation the HSO shall return all such uniforms.

#### **Section 8. Payroll Lag**

The Corporation shall have the right to initiate a payroll lag of one week for all HSOs covered by this agreement in accordance with a schedule to be determined by the Corporation.

#### **Section 9. Depository Checks**

The City may eliminate its depository check cashing accounts.

#### **Section 10. Orientations**

When orientation kits are supplied to new House Staff, the CIR shall be permitted to have included in the kits CIR literature, provided such literature is first approved for such purpose by the Corporation's Office of Labor Relations.

The Vice President responsible for personnel and labor relations will issue a memorandum to HHC facilities requesting that they provide to CIR notice of the scheduling of orientation sessions for new House Staff. This is to enable the CIR, within the time and manner allotted by the institution for this purpose, to disseminate information concerning the CIR and its benefits to the new House Staff.

#### **Section 11. House Staff Information**

**a.** The HHC shall provide, whether centrally or at the hospital level, the home addresses of House Staff

Officers as soon after the HHC or the facility obtains them as is feasible. It is understood that this provision imposes no obligation on the HHC to acquire this information.

**b.** The HHC shall furnish to the CIR, once a year between March 15th and July 1st, a listing of House Staff by job class number, home address when available, and Social Security number as of December 31st of the preceding year.

#### **Section 12. Computer Tapes**

Upon request, HHC will provide computer tapes to CIR for which CIR will pay a one-time development fee and an on-going production fee.

#### **Section 13. Prescription Medication**

Pursuant to Operating Procedure 140-9, prescription medication shall be available to House Staff Officers through the facility pharmacy, except that, when the Employee Health Service is closed, the prescription may be written by any licensed physician other than the House Staff Officer.

#### **Section 14. Health & Safety Committees**

The HHC will issue a memorandum to its facilities stating that CIR should be a member of the facility Labor-Management Health and Safety Committee established pursuant to Article XIV, Section 2(d), of the 1995-2001 Citywide Contract or any successor agreement thereto.

#### **Section 15. Meals**

Effective 12/29/02 payment for meals shall be made pursuant to the "Payment For Meals" sideletter appended to this agreement.

#### **Section 16. Health Care Flexible Spending Account**

**a.** The parties agree that the following provisions from the 1993 Municipal Coalition Agreement shall remain in full force and effect, except as otherwise modified by provisions of the 2000 DC37 Memorandum of Economic Agreement and Appendices.

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

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

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

#### **Section 17. New Resident Differential**

Each July 1 all Residents new to HHC on that date, excluding Fellows and residents immediately transferring from another payroll, will receive a lump sum payment of \$550 gross pay.

### **ARTICLE XXI - COMMITTEE ACTIVITY**

Time spent by HSO representatives in the conduct of labor relations with the City and on Committee 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 successor thereto. Pursuant to agreement of the parties, effective 7/1/05 no House Staff Officer will be eligible for full-time release pursuant to Executive Order 75.

### **ARTICLE XXII - BEEPERS**

#### **Section 1.**

A committee consisting of representatives of the Central Offices of the Vice President responsible for medical affairs, the Vice President responsible for finance, and the Vice President responsible for personnel/labor relations will be established to review issues concerning beepers used by House Staff. This committee will consider comments and proposals for beepers submitted in writing by House Staff Officers (employed by the Corporation) or by the Committee of Interns and Residents. The committee will make recommendations for guidelines and beepers to be used in corporate facilities.

#### **Section 2.**

Complaints that failure to issue a beeper causes a hardship to an individual House Staff Officer or Officers during Corporate employment shall be presented in writing by the House Staff Officer(s) or the Committee of Interns and Residents to the Chief of Service involved, with a detailed statement of the hardship. The Chief of Service shall make a determination within fifteen (15) working days and shall respond to the House Staff Officer(s) or Committee of Interns and Residents by memorandum. The decision of the Chief of Service is final and binding and is not subject to the contractual grievance procedure or arbitration.

### **ARTICLE XXIII- MOTOR VEHICLE IDENTIFICATION**

The Corporation will establish a procedure for the issuance of a motor vehicle identification sign suitable for display in a



car visor or windshield which will identify the House Staff Officer as a Resident employed by the Corporation. The Corporation will notify the Department of Traffic of the meaning of the sign.

**ARTICLE XXIV - SAVING 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 XXV - 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 XXVI - ATTACHMENTS**

The attachment(s), if any, appended hereto shall be deemed a part of this Agreement as if fully set forth herein.

**ARTICLE XXVII - TERMINATION AND RENEWAL**

**Section 1.**  
This Agreement shall be in full force and effect for twenty-four months until October 25, 2010, and shall continue in effect and be automatically renewed from year to year thereafter until either party gives notice in writing to the other at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration date, or of any extension thereof, of its desire to terminate or modify this Agreement.

**Section 2.**  
It is understood by the parties that the matter of pyramidal structure is an open item not settled by this Agreement. It is further understood that with respect to this item each party retains their respective rights and this Agreement does not constitute a bar.

WHEREFORE, we have hereunto set our hands and seals this 31st day of August, 2009.

FOR THE CITY OF NEW YORK      FOR THE COMMITTEE OF  
INTERNS & RESIDENTS  
BY: \_\_\_\_\_/s/ \_\_\_\_\_  
JAMES F. HANLEY      L. TONI LEWIS, M.D.  
Commissioner of Labor Relations      President

FOR THE NEW YORK CITY  
HEALTH & HOSPITALS CORPORATION  
BY: \_\_\_\_\_/s/ \_\_\_\_\_  
FRANK J. CIRILLO  
Senior Vice President

APPROVED AS TO FORM:  
BY: \_\_\_\_\_/s/ \_\_\_\_\_  
PAUL T. REPHEN  
Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD:  
DATE: \_\_\_\_\_, 2009

UNIT: Interns & Residents  
TERM: October 26, 2008 through October 25, 2010

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION  
125 Worth Street, Room 502, New York, New York 10013-4007  
212-788-3669 - Fax: 212-788-5483  
E-mail: frank.cirillo@nychhc.org

Frank J. Cirillo  
Senior Vice President, Operations  
Chief Operating Officer

L. Toni Lewis, M.D., President  
Committee of Interns and Residents  
520 8th Avenue, Suite 1200  
New York, New York 10018

Dear Dr. Lewis:

This is to confirm our agreement that the parties will continue the joint HHC/CIR Affirmative Action Committee ("AAC"). The AAC shall include representatives of the Committee of Interns and Residents (CIR) and the Central Offices of the Vice Presidents responsible for Medical and Professional Affairs and Corporate Affairs, as well as the HHC Office of Affiliations. The AAC will study the recruitment and retention of minority House Staff Officers and may make recommendations regarding such recruitment and retention and other affirmative action issues.

The Health and Hospitals Corporation will provide the AAC with available statistics and information regarding recruitment and retention of minority House Staff Officers at its facilities and information necessary to monitor and review affirmative action issues. The AAC shall meet quarterly; however, it may also be convened at the written request of either party.

In accordance with Article VII, Section 4(j) of the 2008-2010 Interns and Residents Agreement, surplus funds from the on-call coverage pool may be used to support such affirmative action activities for medical students and House Staff at HHC facilities as may be agreed to by HHC and CIR.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,

/s/

FRANK J. CIRILLO

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION  
125 Worth Street, Room 502, New York, New York 10013-4007  
212-788-3669 - Fax: 212-788-5483  
E-mail: frank.cirillo@nychhc.org

Frank J. Cirillo  
Senior Vice President, Operations  
Chief Operating Officer

L. Toni Lewis, M.D., President  
Committee of Interns and Residents  
520 8th Avenue, Suite 1200  
New York, New York 10018

Dear Dr. Lewis:

A Security Issues Committee shall be established at each Health and Hospitals facility to consider security issues which relate to the personal security of hospital employees. The Security Issues Committee will include a representative of the Committee of Interns and Residents (CIR), and will be chaired by the institution's Director of Security, or the designee of the institution's Executive Director. The chairperson of the committee will make a report and recommendation to the Executive Director on employee personal security issues which have been submitted to the committee. Where there is an existing committee in a facility with jurisdiction over employee security issues, the committee will continue to consider such matters and will include a CIR representative, and no new committee will be established.

The parties recognize that, due to the unique circumstances of House Staff work hours, schedules, and assignments, there are issues of particular concern to House Staff Officers related to personal and property security. Accordingly, the Corporation's Assistant Vice President for Security shall meet with representatives of the CIR to discuss such concerns and any comments and proposals submitted by CIR to address them. The Assistant Vice President shall conduct such study or review of these items as may be appropriate and shall, as soon as practicable but not later than ninety (90) days after any such meeting, report his findings and recommendations, a copy of which shall be sent to the CIR.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,

/s/

FRANK J. CIRILLO

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION  
125 Worth Street, Room 502, New York, New York 10013-4007  
212-788-3669 - Fax: 212-788-5483  
E-mail: frank.cirillo@nychhc.org

Frank J. Cirillo  
Senior Vice President, Operations  
Chief Operating Officer

L. Toni Lewis, M.D., President  
Committee of Interns and Residents  
520 8th Avenue, Suite 1200  
New York, New York 10018

Dear Dr. Lewis:

The parties to this agreement recognize that the timely completion of charts is in the best interests of the Corporation, the patients whom it serves, and its employees. Nevertheless, the duties of House Staff Officers often result in delaying the completion of charts. It is therefore agreed that a committee will investigate and study the reasons for delaying the completion of charts and propose solutions therefor.

The Committee shall consist of representatives of the Committee of Interns and Residents and the Central Offices of the Vice Presidents responsible for Medical and Professional Affairs and Corporate Affairs.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,

/s/

FRANK J. CIRILLO

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION  
125 Worth Street, Room 502, New York, New York 10013-4007  
212-788-3669 - Fax: 212-788-5483  
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Frank J. Cirillo  
Senior Vice President, Operations  
Chief Operating Officer

L. Toni Lewis, M.D., President  
Committee of Interns and Residents  
520 8th Avenue, Suite 1200  
New York, New York 10018

Dear Dr. Lewis:

In the interest of fostering sound labor relations the Corporation will form labor/management committees at either the corporate level or facility level, as appropriate, to discuss the topics set forth below. It is understood that these labor-management committees are not intended to bypass the grievance procedure or alter the rights or obligations of either party under the contract.

1. Although the parties have agreed that the following matters are outside the scope of the 2000-2002 Interns and Residents Agreement, the Corporation or its facilities, through its appropriate officials, and the Committee of Interns and Residents will meet from time to time, at the request of either

party, to discuss any one or more of these subjects in order to clarify and promote the mutual interest therein:

1. The content and structure of House Staff training programs and changes therein, within applicable standards and guidelines.
  2. Staffing and staffing patterns at a hospital including but not limited to the number of House Staff Officers, the effect on workloads of House Staff Officers, and the level of patient care.
  3. Patient care facilities, including but not limited to the effect on House Staff training programs, workloads of House Staff Officers, and the level of patient care.
  4. The impact of patient admission policies on House Staff Officers.
  5. Orientation programs for new House Staff Officers.
2. The Corporation has agreed form labor/management committees at either the corporate level or facility level, as appropriate, where the issues set forth below may be discussed:
1. The on-call coverage pool.
  2. Rotational payroll issues.
  3. The impact of financial restructuring and other outside changes.
  4. The provision of parking for House Staff Officers in close proximity to their work locations, including increasing House Staff access to on-street parking and the priority of House Staff Officers in a facility's "Order of Parking."
  5. Problems related to on-call rooms and lounges (space requirements, shower facilities, and location of rooms).
  6. The needs of House Staff for lockers and the availability of space and equipment including the development of a plan for the provision and location of lockers, as feasible and appropriate.
  7. The provision of private consultation rooms.
  8. Procedures to provide rapid access to medications for the benefit of timely care to patients.

Each Hospital will exercise its best efforts to resolve problems identified, in accordance with mutually agreeable priorities for the respective institution. In addition, the Corporation will consider such issues when engaging in capital planning. Either party may request the presence of other individuals whose attendance may assist in the resolution of such problems.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,

/s/

FRANK J. CIRILLO

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION  
125 Worth Street, Room 502, New York, New York 10013-4007  
212-788-3669 - Fax: 212-788-5483  
E-mail: frank.cirillo@nychhc.org

Frank J. Cirillo  
Senior Vice President, Operations  
Chief Operating Officer

L. Toni Lewis, M.D., President  
Committee of Interns and Residents  
520 8th Avenue, Suite 1200  
New York, New York 10018

Dear Dr. Lewis:

This is to confirm the agreement between the City of New York and the New York City Health and Hospitals Corporation and the Committee of Interns and Residents that the HHC will continue to provide Hepatitis B vaccine to Corporation-employed House Staff Officers who request the vaccine. The cost to the Corporation for the vaccine shall not exceed \$50,000 during the term of this contract. Any cost for the vaccine beyond \$50,000 during the term of this contract shall be borne by the House Staff Benefits Plan of the Committee of Interns and Residents, which shall reimburse the Corporation for any such costs in excess of \$50,000.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,

/s/

FRANK J. CIRILLO

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION  
125 Worth Street, Room 502, New York, New York 10013-4007  
212-788-3669 - Fax: 212-788-5483  
E-mail: frank.cirillo@nychhc.org

Frank J. Cirillo  
Senior Vice President, Operations  
Chief Operating Officer

L. Toni Lewis, M.D., President
Committee of Interns and Residents
520 8th Avenue, Suite 1200
New York, New York 10018

Dear Dr. Lewis:

Please be advised that all House Staff Officers in Health and Hospitals Corporation facilities shall be permitted to participate in any existing facility day care programs on the same basis as HHC employees.

Please keep the Corporation's Office of Labor Relations informed of any recurring problems in House Staff Officer participation.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,

/s/

FRANK J. CIRILLO

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

JAMES F. HANLEY
Commissioner

MARGARET M. CONNOR
First Deputy Commissioner

L. Toni Lewis, MD
Committee of Interns & Residents
Eighth Avenue, Suite 1200
New York, NY 10018

Frank J. Cirillo
Health & Hospitals Corporation
125 Worth Street
New York, NY

Re: Payment for Meals

Dear Dr. Lewis and Mr. Cirillo:

This letter is to confirm our agreement concerning the terms of payment in lieu of the provision of meals specified in Article XX, Section 15 of the 2000-2002 Interns and Residents Agreement.

- 1. The Corporation shall pay House Staff Officers assigned to its facilities and on its payroll the sum of one hundred eleven dollars and twenty-three cents (\$111.23) each biweekly pay period. The total annual sum paid to each House Staff Officer shall not exceed the sum of twenty-nine hundred dollars (\$2,900), except that there shall be no reduction of payment to HSOs at Harlem Hospital currently receiving \$3,000. All payments made under the terms of this agreement shall be subject to the applicable payroll withholding tax and shall be non-pensionable.
2. In order to provide its portion of this funding, CIR agrees to the annual reduction of \$100,000 from the On-Call Pool and of \$500,000 from the Combined Reimbursement Fund. In addition, the CIR agrees

to dedicate the Additional Compensation Fund 1%, effective 6/30/02, and the 0.11% Additions-to-Gross funding per the 2000 MCMEA to fund the benefit.

3. The effective date for the payments will be December 29, 2002 and HHC facilities will cease providing meals pursuant to Article XX, Section 15 of the 2000-2002 Interns and Residents Agreement at the close of business on December 28, 2002.

4. Any issues which may arise concerning the implementation of this agreement shall be referred to a joint labor/management committee.

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

Very truly yours,

/s/

JAMES F. HANLEY

AGREED ON BEHALF OF THE COMMITTEES OF INTERNS AND RESIDENTS
AGREED ON BEHALF OF THE NYC HEALTH & HOSPITALS CORP.

BY L. TONI LEWIS, M.D.

BY FRANK J. CIRILLO

CHANGES IN PERSONNEL

DEPT OF HEALTH/MENTAL HYGIENE
FOR PERIOD ENDING 07/24/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF\_DATE. Lists personnel changes for the Department of Health/Mental Hygiene.

DEPT OF ENVIRONMENT PROTECTION
FOR PERIOD ENDING 07/24/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF\_DATE. Lists personnel changes for the Department of Environment Protection.

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF\_DATE. Lists personnel changes for the Department of Sanitation.

DEPARTMENT OF SANITATION
FOR PERIOD ENDING 07/24/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF\_DATE. Lists personnel changes for the Department of Sanitation.

BUSINESS INTEGRITY COMMISSION
FOR PERIOD ENDING 07/24/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF\_DATE. Lists personnel changes for the Business Integrity Commission.

DEPARTMENT OF FINANCE
FOR PERIOD ENDING 07/24/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF\_DATE. Lists personnel changes for the Department of Finance.

DEPARTMENT OF TRANSPORTATION
FOR PERIOD ENDING 07/24/09

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF\_DATE. Lists personnel changes for the Department of Transportation.

CLARKE	GORDON	A	91529	\$43298.0000	APPOINTED	YES	07/12/09
COOK	JEROME	P	90642	\$30510.0000	APPOINTED	YES	07/14/09
D'ANTONIO	ALICIA	L	35007	\$25740.0000	RESIGNED	YES	07/14/09
DAVID	KIMBERLY	Z	90642	\$30510.0000	APPOINTED	YES	07/07/09
DUFFY	KEITH	R	91529	\$43298.0000	APPOINTED	YES	07/05/09
EADY	JAMEL	J	90642	\$30510.0000	APPOINTED	YES	07/07/09
FORSYTH	LEN	91529	\$43298.0000	APPOINTED	YES	07/12/09	
GEBERT	BRENDAN	T	90642	\$30510.0000	APPOINTED	YES	07/14/09
GILLIAM	TAMEKA	10251	\$35285.0000	APPOINTED	YES	07/05/09	
IBRAHIM	ALBERT	20210	\$59773.0000	APPOINTED	YES	07/05/09	
INTHAPHONG	CHAKRAPU	90642	\$30510.0000	APPOINTED	YES	07/14/09	
JOHNSON	DANIEL	E	91529	\$43298.0000	APPOINTED	YES	07/05/09
KLEIN	THOMAS	91110	\$30093.0000	APPOINTED	NO	07/12/09	
LAMBERSON	JOSEPH	G	12627	\$85575.0000	RETIRED	NO	07/07/09
LESCOTT	JAVED	S	35007	\$26770.0000	APPOINTED	YES	07/05/09
MADIGAN	EDWARD	91522	\$66143.0000	RETIRED	NO	07/17/09	
MCCORNELL	CHERELLE	J	90642	\$30510.0000	APPOINTED	YES	07/14/09
MILANO	RICHARD	J	83008	\$110000.0000	APPOINTED	YES	07/05/09
MILLAR	DAVREL	D	12200	\$33805.0000	RESIGNED	YES	07/07/09
MUFADDI	NEMER	91522	\$66143.0000	RETIRED	NO	07/02/09	
NIXON	LOUVINIA	10026	\$89250.0000	APPOINTED	YES	07/05/09	
PANTOR	CALVIN	D	90642	\$30510.0000	APPOINTED	YES	07/07/09
PEREZ	JOHN	90692	\$46028.0000	APPOINTED	YES	05/12/09	
ROBBINS	FREDERIC	90692	\$44258.0000	APPOINTED	YES	05/03/09	
ROMANO	AKINS	K	90642	\$30510.0000	APPOINTED	YES	07/14/09
SAVARESE	DONALD	R	91352	\$69344.0000	RETIRED	NO	07/11/09
SCHWENDER	ARLINE	10124	\$49664.0000	RETIRED	NO	07/15/09	
STROMMEN	LEIV	R	91556	\$55649.0000	DEMOTED	NO	07/05/09
SWIFT	CHERYL	A	31715	\$48414.0000	INCREASE	NO	04/19/09
WARD	BRANDON	L	12627	\$66554.0000	RESIGNED	YES	07/14/09
WARD	BRANDON	L	20410	\$57050.0000	RESIGNED	NO	07/14/09
WILLIAMS	NIGEL	C	90642	\$30510.0000	APPOINTED	YES	07/07/09
WONG	ALAN	12749	\$34171.0000	APPOINTED	NO	07/05/09	

DEPT OF PARKS & RECREATION  
FOR PERIOD ENDING 07/24/09

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE	
ABDUL-WAHAB	KIANA	I	06664	\$17.1400	APPOINTED	YES	07/01/09
ABREU	RAFAEL	A	71205	\$13.5700	APPOINTED	YES	06/28/09
ACEVEDO	DAVID	W	71205	\$13.5700	APPOINTED	YES	06/27/09
ACK	DOMINIQU	D	91406	\$11.1100	APPOINTED	YES	06/26/09
ADAMCZYK	ROBERT	06070	\$18.2100	INCREASE	YES	07/01/09	
ADAMS	KENNETH	E	91406	\$14.9800	INCREASE	YES	06/22/09
AERTS	ANDRZEJ	71205	\$13.5700	APPOINTED	YES	06/27/09	
AGYEIWA	DORIS	06664	\$14.9000	APPOINTED	YES	06/29/09	
AJUMBI-OBE	AUSTIN	W	91406	\$14.9800	APPOINTED	YES	06/10/09
ALBARRACIN	JOSE	91406	\$11.1100	APPOINTED	YES	06/21/09	
ALBORN	ANDREW	71205	\$13.5700	APPOINTED	YES	06/27/09	
ALERS	DANIELLE	E	71205	\$13.5700	APPOINTED	YES	06/28/09
ALERS	JAMIE-LE	06664	\$14.9000	APPOINTED	YES	06/29/09	
ALEXANDER	EUSTACE	C	91406	\$14.0200	INCREASE	YES	07/13/09
ALMEIDA	WYNETTE	71205	\$13.5700	APPOINTED	YES	06/28/09	
ALON	LOUIS KA	C	71205	\$13.5700	APPOINTED	YES	06/27/09
ALVARADO	DANIEL	71205	\$13.5700	APPOINTED	YES	06/28/09	
ALVAREZ	ANDREW	D	71205	\$13.5700	APPOINTED	YES	06/27/09
AMAN	MARCELO	34202	\$55000.0000	APPOINTED	YES	07/05/09	
AMAO	AYODELE	06070	\$18.2100	APPOINTED	YES	06/28/09	
ANDERSON	ADIB	M	90641	\$14.0200	APPOINTED	YES	06/30/09
ANDERSON	TANISHA	M	80633	\$9.2100	APPOINTED	YES	07/02/09
ARAUZ	KARLA	71205	\$13.5700	APPOINTED	YES	06/28/09	
ARCAMONE	ALICIA	M	81307	\$10.2900	APPOINTED	YES	06/29/09
AUSSOLEIL	HARLEY	71205	\$13.5700	APPOINTED	YES	06/28/09	
AYALA	WANDA	E	80633	\$9.2100	APPOINTED	YES	06/25/09
BABIKOV	KIRILL	A	10124	\$48000.0000	RESIGNED	YES	07/16/09
BACHMAN	SUZANNE	M	56057	\$41500.0000	APPOINTED	YES	07/05/09
BACKIEL	PAULINA	71205	\$13.5700	APPOINTED	YES	06/27/09	
BAKER	AARON	06070	\$18.2100	APPOINTED	YES	06/28/09	
BARBOT	GAETJENS	06664	\$14.9000	APPOINTED	YES	07/01/09	
BARET	MELVIN	71205	\$13.5700	APPOINTED	YES	06/28/09	
BARNES	GWENDOLY	L	80633	\$9.2100	APPOINTED	YES	06/25/09
BARNES	HAKHEEM	J	71205	\$13.5700	APPOINTED	YES	06/28/09
BAROZ	WILLIAM	71205	\$13.5700	APPOINTED	YES	07/13/09	
BARR	MEAGHAN	06070	\$18.2100	APPOINTED	YES	06/28/09	
BARRERA	NESTOR	71205	\$13.5700	APPOINTED	YES	06/27/09	
BASIR	GHAUS	06070	\$18.2100	APPOINTED	YES	06/28/09	
BECKLES	KIAJI	R	81106	\$18.3500	INCREASE	YES	07/13/09
BELFON	KERRY	S	91406	\$11.1100	APPOINTED	YES	07/15/09
BELIK	FARRUH	71205	\$13.5700	APPOINTED	YES	07/07/09	
BELVIN	CASHEIF	52406	\$13.5500	APPOINTED	YES	06/28/09	
BENKHKHARMAZ	HAMZA	71205	\$13.5700	APPOINTED	YES	07/15/09	
BENNETT	BERNARD	A	91406	\$11.1100	APPOINTED	YES	07/01/09
BENNETT	TANGI	P	06664	\$14.9000	APPOINTED	YES	07/01/09
BERLINER	BRETT	N	71205	\$13.5700	APPOINTED	YES	06/27/09
BERLINER	ZACHARY	P	71205	\$13.5700	APPOINTED	YES	06/27/09
BERRIOL	CHRISTIN	S	60422	\$50529.0000	INCREASE	YES	06/21/09
BILLALBA	PETER	90641	\$14.0200	APPOINTED	YES	07/03/09	
BISHOP	CORTRELL	R	52406	\$13.5500	APPOINTED	YES	06/29/09
BITAR	CHADI	06070	\$18.2100	APPOINTED	YES	07/14/09	
BIXLER	THOMAS	N	71205	\$13.5700	APPOINTED	YES	06/27/09
BOCANEGRA	KEVIN	D	06070	\$18.2100	APPOINTED	YES	06/28/09
BOGLE	SHELDON	A	71205	\$13.5700	APPOINTED	YES	06/27/09
BOLTON	LATOYA	06070	\$18.2100	APPOINTED	YES	07/01/09	
BOND	MELISSA	G	80633	\$9.2100	APPOINTED	YES	06/25/09
BONIFAS	JONATHAN	R	71205	\$13.5700	APPOINTED	YES	06/28/09
BONILLA	KIMBERLY	91406	\$11.1100	APPOINTED	YES	06/21/09	
BONILLA	MARIVET	80633	\$9.2100	APPOINTED	YES	07/02/09	
BRACERO	FRANCISC	81106	\$44051.0000	INCREASE	YES	07/02/09	
BRACERO	FRANCISC	90641	\$33662.0000	APPOINTED	YES	07/02/09	
BRITTON	EBONY	M	80633	\$9.2100	APPOINTED	YES	07/05/09
BROTHERS	TRAVIS	A	91406	\$12.7800	APPOINTED	YES	07/01/09
BROWN	ALICE	R	80633	\$9.2100	APPOINTED	YES	06/22/09
BROWN	BERNADET	80633	\$9.2100	APPOINTED	YES	05/18/09	
BROWN	DOROTHEA	L	52406	\$13.5500	APPOINTED	YES	06/30/09
BROWN	FATIMA	81307	\$10.2900	APPOINTED	YES	07/06/09	
BROWN	MONIQUE	80633	\$9.2100	APPOINTED	YES	07/02/09	
BROWN	NIAYA	M	80633	\$9.2100	APPOINTED	YES	06/25/09
BROWN	NYEMA	52406	\$13.7200	APPOINTED	YES	06/26/09	
BROWN	RAYSHAWN	K	52406	\$13.5500	APPOINTED	YES	06/29/09
BRUNO	SHANNON	M	71205	\$13.5700	APPOINTED	YES	06/28/09
BRUNSON	BOOKER	91406	\$15.7800	APPOINTED	YES	06/19/09	
BRYAN	JAVIER	J	91406	\$11.1100	APPOINTED	YES	07/15/09
BRYANT	CORETHIU	52406	\$13.5500	APPOINTED	YES	06/29/09	
BURGESS	SHANEL	81307	\$10.2900	APPOINTED	YES	07/06/09	
BUSZWIATUK	SOPHIA	06070	\$18.2100	APPOINTED	YES	06/28/09	
BUTLER	WAYNE	06664	\$14.9000	APPOINTED	YES	06/29/09	
CABRERA	BERNICE	52406	\$13.5500	APPOINTED	YES	06/28/09	
CABRERA	DIANE	71205	\$13.5700	APPOINTED	YES	06/27/09	
CADET RAMIREZ	RUBEN	J	71205	\$13.5700	APPOINTED	YES	06/25/09
CAICEDO	GIOVANNI	M	71205	\$16.4100	APPOINTED	YES	07/08/09
CAINE	AKHEM	81307	\$10.0600	APPOINTED	YES	06/28/09	
CALABRESE	CHRISTOP	L	71205	\$13.5700	APPOINTED	YES	06/27/09
CALABRESE	LORENZO	22427	\$75523.0000	APPOINTED	NO	06/14/09	
CALVELLO	MARLAINA	91406	\$11.1100	APPOINTED	YES	06/22/09	
CAMPUSANO	SAMUEL	71205	\$13.5700	APPOINTED	YES	06/28/09	
CANALES	MILAGROS	90641	\$33662.0000	APPOINTED	YES	06/28/09	
CANELA	JESSICA	71205	\$13.5700	APPOINTED	YES	06/27/09	
CANNIZZO	KRISTINE	06664	\$14.9000	APPOINTED	YES	07/01/09	
CAPPELLI	DRAGANA	71205	\$13.5700	APPOINTED	YES	06/27/09	
CAPUTO	DANIEL	06070	\$18.2100	APPOINTED	YES	06/28/09	
CAREW	MARIE	C	71205	\$13.5700	APPOINTED	YES	06/27/09
CARRENO	CAROLINE	06070	\$18.2100	APPOINTED	YES	06/28/09	
CARRERO	TIMOTHY	81307	\$7.1500	APPOINTED	YES	06/21/09	
CASAZZA	MICHAEL	06664	\$14.9000	APPOINTED	YES	07/01/09	
CASE	JAMIESON	A	52406	\$13.5500	APPOINTED	YES	07/01/09
CASTILLO	ZAHARA	M	06664	\$14.9000	APPOINTED	YES	06/29/09
CHAVIS	SHANIQUA	N	80633	\$9.2100	APPOINTED	YES	07/05/09
CHAVIS	TIERRA	C	52406	\$13.5500	APPOINTED	YES	06/29/09
CHEN	KENNY	06070	\$18.2100	APPOINTED	YES	06/28/09	
CHEN	WENDY	G	06070	\$18.2100	APPOINTED	YES	06/28/09
CHEN	YUN-ZI	81307	\$10.0600	APPOINTED	YES	06/28/09	
CHERRY	DARYL	A	52406	\$13.5500	APPOINTED	YES	06/30/09
CHIAPPONE	MICHAEL	P	71205	\$13.5700	APPOINTED	YES	06/28/09
CHIN	DOUGLAS	06070	\$18.2100	APPOINTED	YES	06/28/09	
CIFUENTES	ALLAN	C	71205	\$16.4100	APPOINTED	YES	06/20/09
CLANTON	ALICIA	L	80633	\$9.2100	APPOINTED	YES	06/25/09
COLE	HERNAN	81106	\$44051.0000	INCREASE	YES	07/01/09	
COLE	HERNAN	90641	\$33662.0000	APPOINTED	YES	07/01/09	
COLEMAN	STACY	80633	\$9.2100	APPOINTED	YES	07/05/09	
COLETTA	RAYNA	G	81361	\$43621.0000	APPOINTED	YES	07/05/09
COLON	HECTOR	80633	\$9.2100	RESIGNED	YES	07/04/09	
COMAS	AKHEM	D	06070	\$18.2100	INCREASE	YES	07/05/09
CONERLY	EVELYN	M	06664	\$14.9000	APPOINTED	YES	07/01/09
CONIGLIARO	CHRISTIN	71205	\$13.5700	APPOINTED	YES	06/28/09	
CONTESSA	JASON	C	71205	\$13.5700	APPOINTED	YES	06/27/09
CONTRERAS	CYNTHIA	06070	\$18.2100	APPOINTED	YES	06/28/09	
COOK	ISAIAH	71205	\$13.5700	APPOINTED	YES	06/24/09	
COOK	JARON	K	06664	\$14.9000	APPOINTED	YES	07/06/09
CORAL	WENDY	71205	\$13.5700	APPOINTED	YES	06/28/09	

CORNER	SHY	P	71205	\$13.5700	APPOINTED	YES	06/28/09
CORSELLO	TRACI AN	71205	\$16.4100	APPOINTED	YES	06/25/09	
COWARD	CLIFTON	90641	\$14.0200	TERMINATED	YES	06/25/09	
COYLE	JAMES	06070	\$18.2100	APPOINTED	YES	06/28/09	
CRETU	ARTUR	71205	\$14.4900	APPOINTED	YES	06/30/09	
CROOM	HAKHEEM	J	06664	\$14.9000	APPOINTED	YES	07/01/09
CROWE	CURTIS	A	71205	\$13.5700	APPOINTED	YES	07/27/09
CRUZ	RAMON	81111	\$61287.0000	INCREASE	YES	06/16/09	
CULLIGAN JR	ROBERT T	81303	\$54943.0000	RESIGNED	YES	07/12/09	
CURBELO	WILFREDO	80633	\$9.2100	APPOINTED	YES	07/02/09	
CURRIE	STACY	91406	\$11.1100	APPOINTED	YES	06/21/09	
CURRY	LATOYA	K	06664	\$14.9000	APPOINTED	YES	07/01/09
CUTRERA	GABRIEL D						

# READER'S GUIDE

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

## NOTICE TO ALL NEW YORK CITY CONTRACTORS

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

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

## CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION RELATED SERVICES

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

## VENDOR ENROLLMENT APPLICATION

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

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

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

### Attention Existing Suppliers:

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

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

## SELLING TO GOVERNMENT TRAINING WORKSHOP

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

## PRE-QUALIFIED LIST

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

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

## NON-MAYORAL ENTITIES

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

## PUBLIC ACCESS CENTER

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

## ATTENTION: NEW YORK CITY MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

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

## PROMPT PAYMENT

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

## PROCUREMENT POLICY BOARD RULES

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

## COMMON ABBREVIATIONS USED IN THE CR

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

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

## KEY TO METHODS OF SOURCE SELECTION

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

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

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

*For Legal services only:*

- NA/12 ..... Specialized legal devices needed; CP not advantageous
- WA ..... **Solicitation Based on Waiver/Summary of Circumstances** (Client Services/BSB or CP only)
- WA1 ..... Prevent loss of sudden outside funding
- WA2 ..... Existing contractor unavailable/immediate need
- WA3 ..... Unsuccessful efforts to contract/need continues
- IG ..... **Intergovernmental Purchasing** (award only)
- IG/F ..... Federal
- IG/S ..... State
- IG/O ..... Other
- EM ..... **Emergency Procurement** (award only) An unforeseen danger to:
- EM/A ..... Life
- EM/B ..... Safety
- EM/C ..... Property
- EM/D ..... A necessary service
- AC ..... **Accelerated Procurement/**markets with significant short-term price fluctuations
- SCE ..... **Service Contract Extension/**insufficient time; necessary service; fair price  
*Award to Other Than Lowest Responsible & Responsive Bidder or Proposer / Reason* (award only)
- OLB/a ..... anti-apartheid preference
- OLB/b ..... local vendor preference
- OLB/c ..... recycled preference
- OLB/d ..... other: (specify)

## HOW TO READ CR PROCUREMENT NOTICES

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

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

## SAMPLE NOTICE:

### POLICE

#### DEPARTMENT OF YOUTH SERVICES

#### ■ SOLICITATIONS

*Services (Other Than Human Services)*

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

*Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.*  
NYPD, Contract Administration Unit, 51 Chambers Street, Room 310, New York, NY 10007. Manuel Cruz (646) 610-5225.

☛ m27-30

ITEM	EXPLANATION
POLICE DEPARTMENT	Name of contracting agency
DEPARTMENT OF YOUTH SERVICES	Name of contracting division
■ SOLICITATIONS	Type of Procurement action
<i>Services (Other Than Human Services)</i>	Category of procurement
BUS SERVICES FOR CITY YOUTH PROGRAM	Short Title
CSB	Method of source selection
PIN # 056020000293	Procurement identification number
DUE 04-21-03 AT 11:00 am	Bid submission due 4-21-03 by 11:00 am; bid opening date/time is the same.
<i>Use the following address unless otherwise specified in notice, to secure, examine-submit bid/proposal documents; etc.</i>	Paragraph at the end of Agency Division listing giving contact information, or submit bid/information or and Agency Contact address
	NYPD, Contract Administration Unit 51 Chambers Street, Room 310 New York, NY 10007. Manuel Cruz (646) 610-5225.
☛	Indicates New Ad
m27-30	Date that notice appears in City Record

## NUMBERED NOTES

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