

Ordinance 6A

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Sec. 265-43, Schedule XI:
Parking Prohibited at All Times, of the Code of Ordinances as indicated:

Add:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Shore Road	South	From Beverly Road west from 1000 feet to a point 1017 feet therefrom

Ordinance 6B

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Sec. 265-49, Schedule XVII:
Time Limit Parking, of the Code of Ordinances as indicated:

Add:

<u>Name of Street</u>	<u>Side</u>	<u>Time Limit; Hours/Days</u>	<u>Location</u>
Glen Cove Avenue		30 min.; All/All	

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adopts the Fiscal Year 2020 Annual
Plan for the Glen Cove Section 8 Housing Choice Voucher Program and Public Housing Agency
Certifications of Compliance.

(See Attached)

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a five (5) year lease agreement with US Bank Equipment Finance to finance new police department radios, from Motorola Solutions Inc., in the amount of \$43,884.56 per year.

Funding: A3120-55407

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Consultant, Sherri Meagher, to perform as a Social Worker, for the Glen Cove Adult Day Program, effective January 1, 2020 through December 31, 2020, at a rate of \$910.00, twice a month.

Funding: A7035-55439
\$21,840.00 (Nassau County Title III-E Reimbursement)

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Consultant, Sherri Meagher, to perform as a Social Worker, for the Glen Cove Senior Center, effective January 1, 2020 through December 31, 2020, at \$1,911.00, twice per month.

Funding: A7030-55438
\$26,932 (CDA CDBG \$8,000 reimbursement, City portion \$18,932)
Funding: A7030-55439
\$18,932 (SAGE reimbursement)

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into contract with and accept the sum of \$382,522 per year, for three years, from the County of Nassau Department of Human Services Office of the Aging, for Title IIIB, Title IIIC-1 and Title IIIE of the Older Americans Act for the funding period of January 1, 2020 through December 31, 2022.

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a professional contract with Phillips Lytle LLP, to provide representation for 2008/2009 Environmental Legal Services, at a rate of \$250 per hour, not to exceed \$7,500.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with New York Marine and General Insurance Company to provide Excess Workers Compensation coverage, effective January 1, 2020 through January 1, 2021.

Funding: A1910-55950

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a renewal agreement with ACE American Insurance Company, to provide cancer insurance for City of Glen Cove Volunteer Fire Department, at an annual rate of \$16,714 per year, effective January 1, 2020 through January 1, 2021.

Funding: A3410-57164

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with VFIS to provide accident and sickness policy for City of Glen Cove Volunteer Fire Department, at an annual rate of \$7,214, effective December 1, 2019 through December 1, 2020.

Funding: A3410-57164

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids for Glen Cove Volunteer Fire Department Flooring Project; and

WHEREAS, Pella General Construction, 1040 Concord Street, Franklin Square, NY 11010, submitted the lowest responsible bid; and

WHEREAS, it is in the best interest of the City to accept such a low bid; and

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to accept the low bid of \$99,939.50 Glen Cove Volunteer Fire Department Flooring Project.

Funding: H3410-52240-1701
BID #2019-013

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby approve Budget Transfers and Amendments as submitted and reviewed by City Controller.

(See Attached)

Resolution 6N

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the following claims in full and final settlement:

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Sandra Potter	19-2680	\$358.44

Resolution 6O

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the City of Glen Cove Rev. Dr. Martin Luther King, Jr. Birthday Commemorative Commission, along with the City of Glen Cove, to host their annual march, January 20, 2020, 8:30 a.m. through 10:00 a.m. and the closing of the following streets:

Continental Place
Bridge Street
School Street
Forest Avenue

Resolution 6P

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Ancient Order of Hibernians to hold their annual "St. Patrick's Day Parade" on March 22, 2020 and the closing of Forest Avenue, School Street, Glen Street and Pearsall Avenue, 12:30 p.m. through 2:00 p.m.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Kimberly Levitt as Youth Service Worker, with Youth Bureau, \$9.50 per hour, effective December 11, 2019.

Funding: A7050-51123



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: Mayor Office / Recreation

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1990-55940	Contingency		\$7,350.00
A7140-55420	Repairs and Maintenance	\$7,350.00	

Reason for Transfer:

Transfer of funds to cover emergency boiler replacement at
Morgan Park.

Department Head Signature: _____ Date: _____

City Controller Approval: Sandra Clarson Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@cityofglencoveny.org, c=US
Date: 2018.01.06 11:03:37 -0400 Date: 12/05/2019

City Council Approval – Resolution Number: _____ Date: _____



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: Mayor Office / Recreation

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1990-55940	Contingency		\$6,000.00
A7140-55420	Repairs and Maintenance	\$6,000.00	

Reason for Transfer:

Transfer of funds to cover emergency clean up of sewage back up
at the Glen Cove Yacht Club.

Department Head Signature: _____

Date: _____

City Controller Approval: _____

Sandra Clarson

Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@glen Cove, ny.us
Date: 2019.04.06 11:03:37 -0400

Date: 12/05/2019

City Council Approval – Resolution Number: _____

Date: _____



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: Mayor Office / Recreation

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1990-55940	Contingency		\$6,750.00
A7140-55420	Repairs and Maintenance	\$6,750.00	

Reason for Transfer:

Transfer of funds to cover emergency boiler replacement
at the Glen Cove Yacht Club. Three estimates were provided
and award to lowest bidder Maccarone Plumbing.

Department Head Signature: _____ Date: _____

City Controller Approval: Sandra Clarson Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@glen.gov, c=US
Date: 2019.05.11.09:37:00-0500 Date: 12/05/2019

City Council Approval – Resolution Number: _____ Date: _____

SCHEDULE OF COVERAGES

Policy Number: VFP-4433-9771D-1

Policyholder:
(Name and Address)

CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542-0000

Policy Effective Date: 12/1/2019

Term: 1 Year

Policy Termination Date: 12/1/2020

Premium: \$7,214

This certificate provides only those following benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by entry of the word "none" are not provided.

PART COVERAGE

AMOUNT OF INSURANCE

I. Loss of Life Benefits

- A. Accidental Death Benefits
 - (1) Accidental Death Indemnity Benefit \$50,000
 - (2) Seat Belt Benefit Amount \$12,500
- B. Sickness Loss of Life Benefit \$50,000
- C. Dependent Child Benefit Amount \$10,000
- D. Spousal Support Benefit Amount \$5,000

II. Lump Sum Living Benefits

- A. Accidental Dismemberment Principal Sum \$50,000
- B. Vision Impairment Benefit \$50,000
- C. Injury Permanent Impairment Benefit Principal Sum \$50,000
- D. Sickness Permanent Impairment Benefit Principal Sum \$50,000
- E. Cosmetic Disfigurement Resulting From Burns Principal Sum \$50,000

III. Weekly Income Benefits

- A. Total Disability Benefits
 - (1) Total Disability Weekly Income Benefit (first 28 days) \$600
 - (2) Total Disability Maximum Weekly Amount (after 28 days) \$1,000
 - (3) Total Disability Minimum Weekly Amount \$150
- B. Partial Disability Benefits
 - (1) Partial Disability Weekly Income Benefit (first 28 days) \$300
 - (2) Partial Disability Maximum Weekly Amount (after 28 days) \$500
 - (3) Partial Disability Minimum Weekly Amount \$75

IV. Occupational Retraining Benefit Maximum Amount \$20,000

V. Weekly Injury Permanent Impairment Benefit ☒ Yes ☐ No

VI. Optional Weekly Injury Permanent Impairment COLA Benefit ☒ Yes ☐ No

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- VII. Medical Expense Benefits**
- A. Medical Expense Maximum Amount\$30,000
- Medical Expense Benefit Options
- (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits.....☒
- (2) Excess of Workers' Compensation, No-Fault Auto Insurance and Other Group Insurance☐
- (3) Primary Medical Expense Benefit.....☐
- B. Cosmetic Plastic Surgery Maximum Amount\$10,000
- C. Post Traumatic Stress Disorder Maximum Amount\$10,000
- D. Critical Incident Stress Management Maximum Amount (Per Covered Activity) \$2,500
- E. Family Expense Benefit (Per Day) \$100
- VIII. Continuation Of Health Insurance Premium Benefit Maximum Amount\$12,000**
- IX. Transition Benefit ☐ Yes ☒ No**
- X. Felonious Assault Benefit..... ☒ Yes ☐ No**
- XI. Home Alteration and Vehicle Modification Benefit Maximum Amount.....\$15,000**
- XII. Optional Benefits**
- A. Weekly Hospital Indemnity Benefit Not Included
- B. Additional Disability Weekly Benefit Not Included
- C. Extended Total Disability Benefit ☐ Yes ☒ No
- D. 24-Hour Accidental Death and Dismemberment Benefit Not Included
- E. Off-Duty Activity Accidental Death and Dismemberment Benefit.....\$10,000

POLICY FORMS ATTACHED AT ISSUANCE:

V40001NUFIC-NY
V40004NUFIC(Rev 01-09)-NY
V40010NUFIC(Rev 01-09)-NY
V40094NUFIC-NY
89644 (06/13)
OFAC Notice

Policy of Incorporation
Summary of Coverage - Volunteer
Optional Benefits for Organized Team Sports Rider
Policy/Certificate Amendment
Economic Sanctions Endorsement
Office of Foreign Assets Control Notice

Additional Participating Organizations/Policyholders:

CITY OF GLEN COVE FIRE DEPARTMENT

DEFINITIONS

(Additional defined terms can be found throughout this certificate)

Any capitalized terms in the policy, application, this certificate, and any riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Average Weekly Wage – means an average weekly wage determined by the greater of: (1) the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred; (2) the average weekly wage earned in the 12 months preceding the loss; (3) the annualized weekly wage earned in the three months preceding the loss; or (4) for the self-employed, the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income. The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

Consumer Price Index – means the consumer price index published by the U.S. Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any: (1) emergency response for fire suppression and rescue or emergency medical activity; (2) training exercise which simulates an emergency and where active physical participation is required; (3) **Firematic Events or Contests**; (4) class room training; (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder**, except any activity in football, ice or field hockey, lacrosse, soccer or boxing; (6) official functions attended primarily by members of the **Policyholder** for which the purpose is to further the business of the **Policyholder** (i.e. installation dinners, banquets, etc.); (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** including personal travel or activities undertaken attendant to such convention, conference or meeting; and (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder**, except football, ice or field hockey, lacrosse, soccer or boxing or any organized sports event.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** or any other organization.

Firematic Events or Contests – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental: (1) apparatus pumping contests; (2) battle of the barrel; (3) antique pumping; (4) hose rolling contests; (5) equipment donning contests; (6) bucket brigades; (7) ladder climbs; (8) tug of war contests; and (9) apparatus operation rodeos.

Gainful Occupation – means an occupation for which an **Insured Person** is qualified by reason of education, training or experience, which has a reasonable expectation to provide more than 85% of pre-disability earnings.

Hospital – as used in this Riders, means a short-term, acute, general hospital, which: (1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons; (2) has organized departments of medicine and major surgery; (3) has a requirement that every patient must be under the care of a physician or dentist; (4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.); (5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-

97, (42 USCA 1395x[k]); (6) is duly licensed by the agency responsible for licensing such hospitals; and (7) is not, other than incidentally, a place of rest; a place primarily for the treatment of tuberculosis; a place for the aged; place for drug addicts or alcoholics; a place for convalescent, custodial, educational, or rehabilitative care.

Immediate Family Member – means the **Insured Person's** spouse, child, parent, brother or sister.

Infectious Disease – means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act, such as hepatitis, clostridium, rubella and tuberculosis.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**: (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under the policy is in force as to the **Insured Person**; (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and (3) which is not otherwise defined as a **Sickness**. The term **Injury**, for the purposes of this policy, shall not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

Insured Person(s) – means any officially designated member of the **Policyholder** while acting as: (1) a volunteer member for the **Policyholder**; (2) any junior member or member in training; (3) any commissioner, director, trustee or other similar position associated with the **Policyholder**; (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** to assist in an emergency, but only during the actual emergency; (5) any auxiliary member; (6) any non-member who is requested to participate by the auxiliary or **Policyholder**; and (7) any member who receives remuneration for "on call" duty or out of pocket expenses subject to the following:

An **Insured Person** will not include a member who looks to the **Policyholder** for his or her primary source of income while acting within the scope of his or her employment unless the policy is specifically endorsed to provide coverage for career members. A member will be deemed to look to the **Policyholder** for his or her primary source of income if he or she: (1) averages 25 hours or more employment per week; or (2) are salaried and works a schedule of more than 25 hours per week. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**.

Medically Necessary/Medical Necessity – means a medical service that: (1) is essential for diagnosis, treatment or care of the **Injury** or **Sickness** for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a **Physician** and performed under his or her care, supervision or order.

Other Valid and Collectible Insurance – means any: (1) group plan, program, or insurance policy; (2) any other group hospital, surgical or medical benefit plan; (3) union welfare plans or group employer or employee benefit programs; or (4) any no-fault automobile insurance plan or similar law. **Other Valid and Collectible Insurance** will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

Out-Patient Physical Therapy – means rehabilitative physical therapy which is: (1) received without being confined overnight in a **Hospital** as a registered bed patient; (2) an approved therapy program; (3) **Medically Necessary** for the rehabilitation of an **Insured Person** from an **Injury** or a **Sickness** for which he or she was confined in a **Hospital** for treatment; (4) administered by a licensed physical therapist; and (5) monitored by a **Physician**.

Partial Disability, Partially Disabled – means, for an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the

material and substantial duties of his or her own occupation. If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability**, **Partially Disabled** means: (1) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or (2) the inability to perform one or more, but not all, of the regular activities of the **Insured Person**. The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician - means any duly licensed medical practitioner: (1) who is acting within the scope of his or her license; and (2) who is not the **Insured Person** or an **Immediate Family Member**.

Policyholder - means a non-profit emergency service organization or municipality or political subdivision that elects coverage under the policy and pays the required premium. The **Policyholder** is named in the **Schedule**. Coverage for such **Policyholder** will be in force at 12:01 A.M. on the Policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue or ambulance department of the municipality or political subdivision.

Post Traumatic Stress Disorder - means emotional stress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Reasonable and Customary Expense - means an expense which: (1) is charged for treatment, supplies or medical services **Medically Necessary** to treat the **Insured Person's** condition; (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Schedule - means the Schedule of Coverages which is a part of this certificate.

Sickness - means any disease, sickness, or infection of an **Insured Person** while coverage under the policy is in force as to the **Insured Person**. The **Sickness** must: (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate medical treatment; or (2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving medical treatment within 48 hours of participation in such **Covered Activity**. The requirement that medical treatment be received within 48 hours is waived for **Infectious Diseases**. Medical treatment means treatment by a **Physician** or at a **Hospital** for the **Sickness**.

Total Disability, Totally Disabled - means, for an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation. If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means: (1) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or (2) the inability to perform all of the regular activities of the **Insured Person**. The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

Traumatic Incident - means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to: (1) line-of-duty death or serious injury to other **Insured Person's**; (2) a single incident having multiple casualties; (3) death or serious injury of a child; and (4) dealing with victims known to the **Insured Person**.

We, Us, or Our refers to National Union Fire Insurance Company of Pittsburgh, Pa. **Our** Executive Offices are located at 185 Water Street, 18th Floor, New York, New York 10038.

VAWBL means the Volunteer Ambulance Workers' Benefit Law, Chapter 64-B of the Consolidated Laws of New York.

VFBL means the Volunteer Firefighters' Benefit Law, Chapter 64-A of the Consolidated Laws of New York.

PART I. LOSS OF LIFE BENEFITS

A. ACCIDENTAL DEATH BENEFITS

- (1) **Accidental Death Indemnity Benefit.** **We** will pay the Accidental Death Indemnity Benefit shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.
- (2) **Seat Belt Benefit.** If an Accidental Death Indemnity Benefit is payable hereunder and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing a properly fastened automotive seat belt, **We** will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**. This Seat Belt Benefit is not payable for **Injuries** sustained by an **Insured Person** while standing inside or on the tailboard of any vehicle.

B. SICKNESS LOSS OF LIFE BENEFIT

We will pay the Sickness Loss of Life Benefit shown in the **Schedule** if death to an **Insured Person**: (1) occurs during a specific **Covered Activity** and is not otherwise payable as an Accidental Death Indemnity Benefit; or (2) occurs due to a **Sickness** covered as a result of participation in a specific **Covered Activity**. Either: (1) death; or (2) medical treatment for the **Sickness** must occur within 48 hours of the **Covered Activity**. The requirement that death occurs or medical treatment for the **Sickness** be received within 48 hours is waived for **Infectious Disease**. Medical treatment means treatment by a **Physician** or at a **Hospital** for the **Sickness**.

No Sickness Loss of Life Benefit will be payable if an Accidental Death Indemnity Benefit is payable under the policy, or if, as a direct result of participation in the same **Covered Activity**.

C. DEPENDENT CHILD BENEFIT

We will pay the Dependent Child Benefit Amount shown in the **Schedule** for each "Dependent Child" if either an Accidental Death Indemnity Benefit or a Sickness Loss of Life Benefit is payable under the policy. **We** may make payment directly to the "Dependent Child's": (1) guardian; or (2) to an individual or institution with custody of the "Dependent Child" if; (a) the "Dependent Child" is a minor or is not competent to give a valid receipt for payment due him or her; and (b) no request for payment has been received by **Us** from a duly appointed guardian or other legally appointed representative. Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"**Dependent Child**" means any unmarried child (including, but not limited to, a "proposed adopted child") of the **Insured Person** who was dependent upon the **Insured Person** and was either claimed on the **Insured Person's** final tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body.

A "proposed adopted child" will be considered an adopted child during any waiting period prior to finalization of the child's adoption, provided such child is primarily dependent on the Insured for support and maintenance during such waiting period.

D. SPOUSAL SUPPORT BENEFIT

We will pay the Spousal Support Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse if either an Accidental Death Indemnity Benefit or a Sickness Loss of Life Benefit is payable under the policy.

PART II. LUMP SUM LIVING BENEFITS

A. ACCIDENTAL DISMEMBERMENT BENEFIT

If **Injury** to an **Insured Person** shall result in a "Loss" listed below, **We** will pay the indicated percentage of the Accidental Dismemberment Principal Sum shown in the **Schedule** for the "Loss" suffered. If the **Insured Person** suffers more than one "Loss" as a result of any one accident, only one amount, the largest, will be paid.

Accidental Dismemberment Chart

<u>For Loss of:</u>	<u>% of Accidental Dismemberment Principal Sum Payable</u>
Both Hands or Both Feet	100
One Hand and One Foot.....	100
Entire Sight of Both Eyes	100
One Hand and Entire Sight of One Eye	100
One Foot and Entire Sight of One Eye.....	100
Speech and Hearing	100
One Arm or One Leg	75
Speech or Hearing	50
One Hand or One Foot	50
Entire Sight of One Eye	50
Both Thumbs	10
One Thumb.....	5
Each Joint of a Finger or Toe	1

"**Loss**" means, with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. "**Loss**" of speech or hearing means the total and irrecoverable loss of speech and/or hearing. "**Loss**" of sight means the total and irrecoverable loss of sight.

B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** shall result in "Permanent Damage" to the **Insured Person's** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment according to the Vision Impairment Chart shown below. This chart shall apply separately to each eye.

Vision Impairment Chart

Vision Impairment	% of Vision Impairment Benefit Payable Per Each Eye
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the "Permanent Damage", **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both Accidental Dismemberment Benefits for a loss of sight and Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

Any Vision Impairment Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these Benefits.

"Permanent Damage" means, with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

C. INJURY PERMANENT IMPAIRMENT BENEFIT

We will pay the Injury Permanent Impairment Benefit shown in the **Schedule** if an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants. In no event will an Injury Permanent Impairment Benefit be payable if the Sickness Permanent Impairment Benefit is paid or payable for any one **Injury** or **Sickness** sustained while participating in the same **Covered Activity**.

To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment value will be determined by the most current edition of the American Medical Association's (AMA) "Guides to the Evaluation of Permanent Impairment". (In the event the referenced guide ceases to be published, we will use another appropriate measurement of impairment values with the prior approval of the Superintendent of Insurance.) This percentage value will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit payable under the policy.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher then the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit; or
- (3) if a fracture at the second cervical vertebra results in complete quadriplegia with an AMA guideline whole person impairment rating of 93%, the benefit would be increased to 125% of the Injury Permanent Impairment Benefit since the impairment rating is 90% or higher.

Any Injury Permanent Impairment Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit or Vision Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits, unless the **Permanent Impairment** rating for an **Injury** is 90% or higher in which case 125% of the Principal Sum is payable.

If the **Insured Person** has an impairment prior to the time of **Injury**, the impairment value that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

D. SICKNESS PERMANENT IMPAIRMENT BENEFIT

We will pay a Percentage of the Sickness Permanent Impairment Benefit shown in the **Schedule** if, as a result of a **Covered Activity**, the **Insured Person** incurs: (1) a heart condition that results in at least 26 weeks of **Total Disability** and a "New York Heart Association Functional Classification" of Class II or higher and a "Left Ventricular Ejection Fraction" of 30% or less; or (2) **Sickness** that results in five years (260 weeks) of Total Disability Benefits. If a Sickness Permanent Impairment Benefit is payable under (1) and (2) above, the total benefit payable will not exceed 125% of the Sickness Permanent Impairment Benefit Principal Sum shown in the **Schedule**

The percentage of the Sickness Permanent Impairment Benefit is determined as follows:

- (a) With respect to a heart condition, the **Insured Person's** highest "Left Ventricular Ejection Fraction" and lowest "New York Heart Association Functional Classification" will be obtained and compared to the Sickness Permanent Impairment Benefit Principal Sum shown in the **Schedule** within nine months of the **Covered Activity** that causes the impairment. The ratings must result from evaluations performed after the **Covered Activity** date.

If the **Insured Person** had a "Left Ventricular Ejection Fraction" of 35% or lower prior to the **Covered Activity** date, no Sickness Permanent Impairment Benefit is due.

Impairment Benefit Chart

Left Ventricular Ejection Fraction	New York Heart Association Functional Classification	Sickness Permanent Impairment Benefit Due
26 to 30% function	Class II	25%
26 to 30% function	Class III or IV	50%
21 to 25% function	Class II or III	50%
21 to 25% function	Class IV	75%
Less than 21% function	Class II or III	75%
Less than 21% function	Class IV	100%

The benefit due is calculated by multiplying the percentage due and the Principal Sum. The benefit is further modified by the **Insured Person's** age on the date of the heart impairment, according to the following table:

- | | |
|------------------|------------------------------|
| • Age 40 or less | – 125% of the amount payable |
| • Age 41 to 65 | – 75% of the amount payable |
| • Age 66 or over | – 50% of the amount payable |

For example:

- (1) if a 30 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 17% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Sickness Permanent Impairment Benefit times 125% since the age is less than 40, for a total benefit of 125% of the Sickness Permanent Impairment Benefit; or,
 - (2) if a 55 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 19% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Sickness Permanent Impairment Benefit times 75% since the age is between 41 and 65, for a total benefit of 75% of the Sickness Permanent Impairment Benefit; or,
 - (3) if a 68 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 18% and a "New York Heart Association Functional" Classification of Class IV, the benefit would be 100% of the Sickness Permanent Impairment Benefit times 50% since the age is 66 or over, for a total benefit of 50% of the Sickness Permanent Impairment Benefit.
- (b) With respect to any other **Sickness**, if the **Insured Person** is unable to return to his or her occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Sickness Permanent Impairment Benefit shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Sickness Permanent Impairment Benefit shown in the **Schedule** is payable. If the **Insured Person** has been approved for Social Security disability benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for Social Security disability benefits, 125% of the Sickness Permanent Impairment Benefit as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Sickness** sustained while participating in the same **Covered Activity**.

"**Left Ventricular Ejection Fraction**" means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

"**New York Heart Association Functional Classification**" is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I No symptoms and no limitation in ordinary physical activity.
- II Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV Severe limitations. Experiences symptoms even while at rest.

E. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT

We will pay the benefits under this provision if, as the result of **Injury**, an **Insured Person** suffers from a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn.

To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit paid or payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the chart shown below. Each body part is assigned a classification relative to its visual exposure (i.e., the higher the classification, the more visual the exposure);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The chart below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable under this benefit. For example, by using the Cosmetic Burn Chart shown below:

- (a) if the entire surface of the right hand and forearm were burned the benefit would be $5 \times 4.5\% = 22.5\%$ of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be $5 \times 2.25\%$ (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following is a burn chart from which benefits can be determined. This chart only represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for any one covered loss. If the **Insured Person** suffers burns in more than one area as a result of any one accident, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Cosmetic Burn Chart

Body Part	Area Classification	Maximum Allowable % for Area Surface Burned	Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum
Face, Neck, Head	11	9.0%	99.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit, Injury Permanent Impairment Benefit, or Sickness Permanent Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

PART III. WEEKLY INCOME BENEFITS

A. Total Disability Benefits

- (1) If **Injury** or **Sickness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Income Benefit shown in the **Schedule** for the first 28 days of **Total Disability**.
- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and any disability income benefits received by the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).
- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**.
- (4) If an **Insured Person** is approved for disability retirement or otherwise retires, all eligibility for **Total Disability** terminates on the effective date of such retirement.

B. Partial Disability Benefits

- (1) If **Injury** or **Sickness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Income Benefit shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage** and any disability income benefits received by the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.
- (4) If an **Insured Person** is approved for disability retirement or otherwise retires, all eligibility for **Partial Disability** terminates on the effective date of such retirement.

C. Disability Benefits General

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is so disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** may be increased after Total Disability Benefits or Partial Disability Benefits have been paid to that **Insured Person** for at least 52 consecutive weeks. The increase will equal the percentage increase, if any, in the **Consumer Price Index** for the preceding calendar year. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Sickness**, or to the Total Disability Benefit or Partial Disability Benefit,

whichever results in the higher benefit to the **Insured Person**. Any increase in benefits will become effective on July 1 next following the 52 week benefit period. Successive annual increases, if any, on July 1 of each subsequent year will be compounded.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Sickness** sustained while participating in the same **Covered Activity**, the maximum benefit period for all benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

PART IV. OCCUPATIONAL RETRAINING BENEFIT

We will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**, if, as a result of **Injury** or **Sickness**, an **Insured Person** is not able to hold a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he/she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

We will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Worker's Compensation act or similar law, no fault automobile insurance or similar law, and any **Other Valid and Collectible Insurance**.

"Covered Retraining Expenses" includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

PART V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

We will pay a Weekly Injury Permanent Impairment Benefit if: (1) **Injury** to an **Insured Person** results in a **Permanent Impairment**; and (2) it is determined that the **Insured Person** has a whole person **Permanent Impairment** due to an **Injury**, percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on either the 261st week or 521st week if the Extended Total Disability Benefit is selected from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Income Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Income Benefits section of the policy, by the percentage value of the **Insured Person's Permanent Impairment**.

Example: If the Total Disability Weekly Income Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week (\$600 x 70% = \$420).

The **Permanent Impairment** rating due to an **Injury** used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** due to an **Injury** rating, if any, will not affect the Weekly Injury Permanent Impairment Benefits paid or payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits paid or payable under the policy.

PART VI. OPTIONAL WEEKLY INJURY PERMANENT IMPAIRMENT COLA BENEFIT

If this Optional Weekly Injury Permanent Impairment COLA Benefit is selected by the **Policyholder** as indicated in the **Schedule** and Weekly Injury Permanent Impairment Benefit becomes payable under the policy, the amount payable will be increased after benefits have been paid for at least 52 consecutive weeks. The percentage of increase will equal the increase in the **Consumer Price Index**. This increased benefit payment will begin on July 1, following the 52 week benefit period. Successive annual increases on July 1 of each year will be compounded.

PART VII. MEDICAL EXPENSE BENEFITS

A. MEDICAL EXPENSE BENEFIT

We will pay the Reasonable and Customary Expenses incurred by an **Insured Person** as a result of an **Injury or Sickness** for **Medically Necessary**:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care";
- (3) nursing services prescribed and monitored by a **Physician**;
- (4) Post-exposure Prophylaxis Protocol (PEP) treatment, when such treatment is advised by the attending **Physician**;
- (5) **Infectious Disease** screening test(s); or
- (6) Post-exposure preventive inoculations as a result of participation in a **Covered Activity**.

Medical expense benefits will be paid for all mandated coverages applicable to blanket insurance as provided under New York Insurance law which are **Medically Necessary**.

We will pay the medical expense benefits subject to the **Policyholder's** choice of 1, 2, or 3 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We will pay any covered medical expenses** incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL**, or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable Workers' Compensation act, **VFBL**, **VAWBL** or similar law, but are covered under the policy, **We will pay such benefits**.
- (2) If "2" in the **Schedule** is marked with an "X", **We will pay any covered medical expenses** incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.
- (3) If "3" in the **Schedule** is marked with an "X", **We will pay any covered medical expenses** incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any other group insurance, no fault automobile insurance plan or similar law, or any Workers' Compensation act, **VFBL**, **VAWBL** or similar law.

All medical expense benefits will be paid subject to the terms and limits of each applicable part.

We will not pay more than the Medical Expense Maximum Amount shown in the **Schedule** for any one **Injury** or **Sickness**.

"Home Health Care" means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. **Home Health Care** must be: (1) performed by a "Home Health Care Practitioner"; (2) in lieu of confinement in a **Hospital** or nursing facility; and (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

"Home Health Care Practitioner" means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a **Home Health Care Practitioner** unless such practitioner is: (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and (2) not an **Insured Person** or an **Immediate Family Member**.

B. COSMETIC PLASTIC SURGERY BENEFIT

We will pay the **Reasonable and Customary Expense(s)** incurred if an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are paid or payable. We will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

C. POST TRAUMATIC STRESS DISORDER BENEFIT

We will pay the **Reasonable and Customary Expense(s)** incurred, if, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires medical treatment for a **Post-Traumatic Stress Disorder**. Treatment must be prescribed and monitored by a **Physician**. We will not pay more than the Post Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

D. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

We will pay the reasonable expenses incurred by a "Critical Incident Stress Management Team" when such services are: (1) requested and authorized by the **Policyholder**; and (2) are required as a result of the **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force. Covered expenses are those for necessary transportation, meals, and lodging. We will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

"Critical Incident Stress Management Team (CISMT)" means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

E. FAMILY EXPENSE BENEFIT

If an **Insured Person** requires **Hospital** confinement for three (3) or more consecutive days for an **Injury** or **Sickness**, We will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement. This benefit will be payable retroactive to the first day of confinement, after the **Insured Person** has been confined for three (3) consecutive days.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Sickness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Sickness** regardless of whether it is paid at 100% or 50%.

PART VIII. CONTINUATION OF HEALTH INSURANCE PREMIUM BENEFIT

We will pay a benefit equal to the "Continuation of Health Insurance Premium", up to the Continuation Health Insurance Premium Benefit Maximum Amount shown in the **Schedule** if: (1) as a result of **Injury** or **Sickness**, an **Insured Person** becomes **Totally Disabled**; (2) **We** have paid six weeks of Total Disability Benefits under the policy; and (3) the **Insured Person** is responsible for his or her "Continuation of Health Insurance Premium". The **Insured Person** must submit to **Us** proof that the premium contribution was previously paid by the **Insured Person's** employer or by the **Insured Person** himself or herself. This coverage does not apply if the **Policyholder** provides health insurance benefits for the **Insured Person**. This benefit also does not apply for an **Insured Person** who is: (1) self employed under item 4 of the **Average Weekly Wage** definition; or (2) an officer or a partner in any organization that purchases health insurance for the **Insured Person**.

"Continuation of Health Insurance Premium" means payments by the **Insured Person** to maintain employer-provided individual or family health insurance, after the employer paid premium or contribution becomes the responsibility of the **Insured Person**.

PART IX. TRANSITION BENEFIT

If this Transition Benefit is selected by the **Policyholder** as indicated in the **Schedule**, **We** will pay a weekly Transition Benefit equivalent to the last Total Weekly Disability Benefit if, while the **Insured Person** is receiving Total Disability benefits under the policy, he or she is terminated from his or her regular employment and so remains unemployed after his or her Total Disability benefits end under the policy. **We** will pay this Transition Benefit as long as the **Insured Person** remains unemployed up to a maximum of 26 weeks.

PART X. FELONIOUS ASSAULT BENEFIT

If this Felonious Assault Benefit is selected by the **Policyholder** as indicated in the **Schedule**, **We** will pay a benefit when the **Insured Person** suffers as a result of a "Felonious Assault" that is directed at the **Insured Person** while he or she is participating in a **Covered Activity**, one or more losses for which benefits are payable under the Accidental Death Indemnity Benefit, Accidental Dismemberment Benefit, Cosmetic Disfigurement Resulting from Burns Benefit, Injury Permanent Impairment Benefit, Sickness Permanent Impairment Benefit, or Vision Impairment Benefit provided by the policy.

The amount payable is an additional 50% of the total amount payable under all the benefits specified above. Only one benefit is payable for all losses as a result of the same "Felonious Assault".

"Felonious Assault" means any willful or unlawful use of force upon the **Insured Person**: (1) with the intent to cause bodily injury to the **Insured Person**; and (2) that results in bodily harm to the **Insured Person**; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

PART XI. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured Person**:

- (1) suffers an **Injury** or **Sickness** that is payable under the policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and
- (3) as a direct result of such **Injury** or **Sickness** is now required to make alterations to the home and/or modifications to the vehicle;

We will pay the Home Alteration and Vehicle Modification Benefit for "Home Alteration and Vehicle Modification Expenses" that are incurred within one year after the date of the **Injury** or **Sickness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Sickness**.

We will pay any "Home Alteration and Vehicle Modification Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.

"Home Alteration and Vehicle Modification Expenses" means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person's** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person's** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) is agreed to and approved by **Us**.

In addition a Physician must certify that the alteration to the **Insured Person's** residence and the modification(s) to his or her motor vehicle are needed to accommodate the physical disability.

PART XII. OPTIONAL BENEFITS

A. WEEKLY HOSPITAL INDEMNITY BENEFIT

The Weekly Hospital Indemnity Benefit is only provided under the policy if it is selected by the **Policyholder**. If Weekly Income Benefits are payable under the policy, **We** will also pay the Weekly Hospital Indemnity Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Income Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury** or **Sickness**.

The Weekly Hospital Indemnity Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, **We** will pay 1/7 of the Weekly Hospital Indemnity Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 52 weeks for all **Injuries** or **Sicknesses** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive, cardiac or critical care unit, the Weekly Hospital Indemnity Benefit Amount shown in the **Schedule** is doubled.

Extension of Weekly In-Hospital Indemnity Benefit. If an **Insured Person's** coverage terminates for any reason, except for non-payment of premium, attainment of the limiting age, payment of the Maximum Benefit Amount, or if the **Insured Person** has requested that coverage terminate, and prior to termination the **Insured Person** suffers an **Injury** for which benefits are payable under the policy, an **Insured Person** will receive benefits for any **Hospital** confinement under this benefit as if such coverage had not ended. The confinement must start within 31 days after the termination date or within the same period of confinement, and be due to the same **Injury** for which the **Insured Person** is entitled to receive benefits before the termination date. Benefits will be subject to any maximums, limitations, and exclusions under the policy.

B. ADDITIONAL DISABILITY WEEKLY BENEFIT

The Additional Disability Weekly Benefit is only provided under the policy if it is selected by the **Policyholder**. If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under the policy, **We** will pay a one time additional weekly benefit equal to the Additional Disability Weekly Benefit shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Additional Disability Weekly Benefit for each full day of **Total Disability**. **We** will pay the Additional Disability Weekly Benefit in addition to any other weekly benefit payable under the policy.

C. EXTENDED TOTAL DISABILITY BENEFIT

The Extended Total Disability Benefit is only provided under the policy if it is selected by the **Policyholder** and the benefit is indicated in the **Schedule**. If the **Insured Person** is **Totally Disabled**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from 260 to 520 weeks.

D. 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The 24-Hour Accidental Death and Dismemberment Benefit is only provided under the policy if it is selected by the **Policyholder** and a benefit amount is shown in the **Schedule**. It is payable if a "Covered Person" suffers an **Injury** at any time, whether it be during a **Covered Activity** or not, that results in the "Covered Person's" accidental death or dismemberment such that:

- (1) an Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit is payable under the policy; or
- (2) an Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit would otherwise be payable under the policy but for the **Injury** not being suffered during a **Covered Activity**.

Any 24-Hour Accidental Death and Dismemberment Benefit payable is in addition to any Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit payable under the policy.

"Covered Person", as used in this Benefit, means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

E. OFF-DUTY ACTIVITY Accidental Death and Dismemberment BENEFIT

The Off-Duty Activity Accidental Death and Dismemberment Benefit is only provided under the policy if it is selected by the **Policyholder** and a benefit amount is shown in the **Schedule**. It is payable if a "Covered Person" suffers an **Injury** during an activity that is not a **Covered Activity** that results in the "Covered Person's" accidental death or dismemberment. In the event of death the benefit amount payable will be equal to the Off-Duty Activity Accidental Death and Dismemberment Benefit indicated in the **Schedule**. In the event of dismemberment or vision loss the benefit amount payable will be calculated from the Off-Duty Activity Accidental Death and Dismemberment Benefit amount indicated in the **Schedule** and the Accidental Dismemberment Chart and the Vision Impairment Chart.

The Off-Duty Activity Accidental Death and Dismemberment Benefit is not available under the policy if the 24-Hour Accidental Death and Dismemberment Benefit is provided under the policy.

"Covered Person", as used in this Benefit, means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it, while sane or insane; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except;
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered **Post Traumatic Stress Disorder**;
- (6) treatment of alcoholism or drug addiction and any complications arising there from, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) Sickness, except as provided by the policy; or
- (8) service in the Armed Forces or units auxiliary thereto.

Also **We** will not cover any medical expenses covered by **VFBL, VAWBL, or Workers' Compensation**.

OTHER COVERAGE WITH THIS COMPANY

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

GENERAL PROVISIONS

Entire Contract; Changes: The policy, the application(s), the certificate(s), and any attached riders, endorsements, amendments, and additional papers make up the entire contract between the **Policyholder** and **Us**.

No change in the policy and the certificate shall be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy or the certificate. No agent has the authority to change or waive any of the provisions of the policy or the certificate.

Statements: All statements made by the **Policyholder** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless they appear in a written instrument signed by the **Policyholder** unless a copy of the statement is furnished to the **Insured Person** or his or her beneficiary or personal representative.

Incontestability: The validity of this policy will not be contested after it has been in force for two year(s) from the Policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

Grace Period: The policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period the policy will remain in force.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** Executive Offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, shall be deemed notice to **Us**. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as was reasonably possible.

Claim Forms: When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after receipt of such notice, the claimant will need to meet the proof of loss requirements by giving **Us** written proof of the occurrence, the nature, and the extent of the loss within the time limit stated in the "Proof of Loss" Section. The notice should include the **Insured Person's** name, the **Policyholder's** name, and the **Policy Number**.

Proof of Loss: If the policy provides for periodic payment for a continuing loss, **We** must be given written proof within 30 days after the end of each period for which **We** are liable and subsequent written proofs of continuance of such disability must be furnished to **Us** at such intervals as **We** may reasonably require. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible. However, proof must be given as soon as reasonably possible.

Time of Payment of Claims: When **We** receive written proof of loss, for other than loss of time, **We** will pay any benefits due within 60 days after the receipt of the proof of loss. Benefits that provide for periodic payment will be paid at least monthly, subject to **Our** receipt of due written proof of loss. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

Payment of Claims: Any Loss of Life Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder**.

If no beneficiary is named, Loss of Life Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay

benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, or to his or her designated beneficiary or beneficiaries, or to his or her estate if no designated beneficiary has survived the **Insured Person**. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

The **Insured Person** has the right to request an external appeal if:

1. notice of claim denial due to lack of **Medical Necessity** is received;
2. notice of final adverse determination is received; or
3. the Policyholder and the **Insured Person** have jointly agreed to waive any internal appeal.

External appeal must be initiated by the **Insured Person** within 45 days of receipt of such notice or upon such an agreement.

Physical Examination and Autopsy: **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under the policy. **We** may also have an autopsy performed unless prohibited by law.

Legal Actions: No legal action may be brought to recover on the policy within 60 days after written proof of loss has been given as required by the policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Change of Beneficiary: The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder** or **Us**. The beneficiary's consent is not required for this or any other change in the policy, unless the designation of the beneficiary is irrevocable.

Conformity with State Statutes: Any provision of the policy, which, on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

Clerical Error: The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.

Not In Lieu Of Workers' Compensation: The policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits.

Noncompliance with Policy Requirements: Any express waiver by **Us** of any requirements of the policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

Misstatement of Age: If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. **We** may require satisfactory proof of age before paying any claim.

Assignment: An **Insured Person** may not assign any of his or her rights, privileges or benefits under the policy.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: CITY OF GLEN COVE

Policy Number: VFP-4433-9771D-1

OPTIONAL BENEFITS FOR ORGANIZED TEAM SPORTS RIDER

SOFTBALL

This rider is issued in consideration of the premium paid and is attached to and made a part of the policy effective 12/01/2019. It applies only with respect to **Injuries** that occur on or after that date. This rider is subject to all the provisions, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and the rider, the terms of this rider will govern.

We will pay the benefits described below if "Injury" or loss of life to an **Insured Person** results from participation in (including travel directly to and from) a specific organized team league event, including a game or practice.

A. ACCIDENTAL DEATH INDEMNITY BENEFIT

We will pay the Accidental Death Indemnity Benefit shown below if "Injury" to an **Insured Person** results in the **Insured Person's** death.

Accidental Death Indemnity Benefit \$10,000

B. ACCIDENTAL DISMEMBERMENT BENEFIT

If "Injury" to an **Insured Person** shall result in any one of the "Losses" listed below, **We** will pay the indicated percentage of the Accidental Dismemberment Principal Sum shown below for the "Loss" suffered. If the **Insured Person** suffers more than one "Loss" as a result of any one accident, only one amount, the largest, will be paid.

Accidental Dismemberment Chart

<u>For Loss of:</u>	<u>% of Accidental Dismemberment Principal Sum Payable</u>
Both Hands or Both Feet	100
One Hand and One Foot.....	100
Entire Sight of Both Eyes	100
One Hand and Entire Sight of One Eye	100
One Foot and Entire Sight of One Eye.....	100
Speech and Hearing	100
One Arm or One Leg	75
Speech or Hearing	50
One Hand or One Foot	50
Entire Sight of One Eye	50
Both Thumbs	10
One Thumb.....	5
Each Joint of a Finger or Toe	1

Accidental Dismemberment Principal Sum..... \$10,000

"Loss" means, with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. **"Loss"** of speech or hearing means the total and irrecoverable loss of speech and/or hearing. **"Loss"** of sight means the total and irrecoverable loss of sight.

C. TOTAL DISABILITY BENEFIT

- (1) If **"Injury"** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Income Benefit shown below for the first 28 days of **Total Disability**.

Total Disability Weekly Income Benefit (first 28 days)..... \$200

- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and any disability income benefits received by the **Insured Person** from any Workers' Compensation act, **VAWBL**, **VFBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of 26 weeks.

Total Disability Maximum Weekly Amount (after 28 days) \$200

- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown below.

Total Disability Minimum Weekly Amount..... \$200

- (4) If an **Insured Person** is approved for disability retirement or otherwise retires, all eligibility for **Total Disability** terminates on the effective date of such retirement.

If an **Insured Person** is **Totally Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is so disabled.

The amount of Total Disability Benefits payable to an **Insured Person** who is **Totally Disabled** may be increased after Total Disability Benefits have been paid to that **Insured Person** for at least 52 consecutive weeks. The increase will equal the percentage increase, if any, in the **Consumer Price Index** for the preceding calendar year. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the organized team sport which caused the **"Injury"**, or to the Total Disability Benefit, whichever results in the higher benefit to the **Insured Person**. Any increase in benefits will become effective on July 1 next following the 52 week benefit period. Successive annual increases, if any, on July 1 of each subsequent year will be compounded.

We will pay up to a maximum of 26 weeks for any one accident.

Periods of **Total Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

D. MEDICAL EXPENSE BENEFITS

We will pay the **Reasonable and Customary Expenses** incurred by an **Insured Person** as a result of an "Injury" for **Medically Necessary**:

- (1) medical, **Hospital** or surgical treatment;
- (2) **Home Health Care**;
- (3) nursing services prescribed and monitored by a **Physician**.

Medical expense benefits will be paid for all mandated coverages applicable to blanket insurance as provided under New York Insurance law which are **Medically Necessary**.

We will pay the medical expense benefit subject to the **Policyholder's** choice of the Medical Expense Benefit Options listed below:

- ☐ We will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers Compensation act, **VAWBL**, **VFBL** or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable Workers' Compensation act, **VAWBL**, **VFBL** or similar law, but are covered under the policy, **We** will pay such benefits.
- ☐ We will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Worker's Compensation act, **VAWBL**, **VFBL** or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.
- ☒ We will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any other group insurance, no fault automobile insurance plan or similar law, or any Workers' Compensation act, **VAWBL**, **VFBL** or similar law.

All medical expense benefits will be paid subject to the terms and limits of each applicable part.

We will not pay more than the Medical Expense Maximum Amount shown below for any one accident.

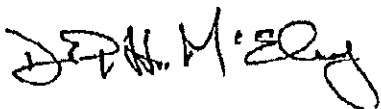
Medical Expense Maximum Amount \$10,000

Deductible Amount (if applicable)..... \$100

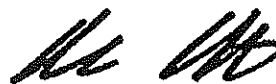
Total Additional Premium

"Injury" as used in this rider, means accidental bodily injury sustained by the **Insured Person**: (1) during and resulting from an **Insured Person's** participation in an organized team sport while coverage under this rider is in force as to the **Insured Person**; (2) which directly and independently causes a loss to the **Insured Person**; and (3) which is not otherwise defined as a **Sickness**. The term "Injury" includes, but is not limited to, hernia, back strain or sprain, heat exhaustion, and over-exertion. The term "Injury", for the purposes of this policy, shall not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:

A handwritten signature in black ink, appearing to read "J. H. McElroy".

President

A handwritten signature in black ink, consisting of stylized initials.

Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: CITY OF GLEN COVE
Policy Number: VFP-4433-9771D-1

POLICY/CERTIFICATE AMENDMENT

This Amendment is attached to and made a part of the policy/certificate effective 12/01/2019. Any changes in coverage apply only with respect to covered losses that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this amendment. This amendment is subject to all the provisions, limitations and exclusions of the policy except as they are specifically modified by this amendment.

Part VII. A. Medical Expense Benefits is replaced as follows:

We will pay the Reasonable and Customary Expenses incurred by an Insured Person as a result of an Injury for Medically Necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care";
- (3) nursing services prescribed and monitored by a **Physician**;

Medical expense benefits will be paid for all mandated coverages applicable to blanket insurance as provided under New York Insurance law which are **Medically Necessary**.

We will pay the medical expense benefits subject to the Policyholder's choice of 1, 2, or 3 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We will pay any covered medical expenses incurred by an Insured Person in excess of benefits paid or payable under any Workers' Compensation act, VFBL, VAWBL, or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable Workers' Compensation act, VFBL, VAWBL or similar law, but are covered under the policy, We will pay such benefits.**
- (2) If "2" in the **Schedule** is marked with an "X", **We will pay any covered medical expenses incurred by an Insured Person in excess of benefits paid or payable under any Workers' Compensation act, VFBL, VAWBL or similar law, no fault automobile insurance plan or similar law, and any Other Valid and Collectible Insurance.**
- (3) If "3" in the **Schedule** is marked with an "X", **We will pay any covered medical expenses incurred by an Insured Person on a primary basis regardless of benefits paid or payable under any other group insurance, no fault automobile insurance plan or similar law, or any Workers' Compensation act, VFBL, VAWBL or similar law.**

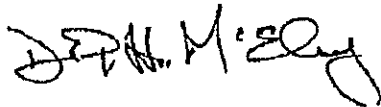
All medical expense benefits will be paid subject to the terms and limits of each applicable part.

We will not pay more than the Medical Expense Maximum Amount shown in the Schedule for any one Injury.

"Home Health Care" means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. **Home Health Care** must be: (1) performed by a "Home Health Care Practitioner"; (2) in lieu of confinement in a **Hospital** or nursing facility; and (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

"Home Health Care Practitioner" means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a **Home Health Care Practitioner** unless such practitioner is: (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and (2) not an **Insured Person** or an **Immediate Family Member**.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Amendment:



President



Secretary

Countersigned by _____
Licensed Resident Agent
(Where required by law)

Accepted by the Policyholder on:

(Date)

(Signature)

(Title)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

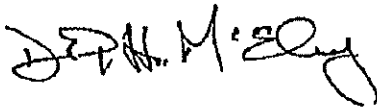
ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/1/2019 forms a part of Policy No. VFP-4433-9771D-1 issued to CITY OF GLEN COVE by National Union Fire Insurance Company of Pittsburgh, PA.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



President



Secretary

**IMPORTANT NOTICE TO OUR CUSTOMERS
REGARDING THE
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:
<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

POTENTIAL ACTIONS BY US

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

Edition Date: 5/2016

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

BLANKET ACCIDENT AND SICKNESS INSURANCE CERTIFICATE

This certificate furnished by National Union Fire Insurance Company describes the coverage that will be provided for all those persons called **Insured Persons** as defined in this certificate. Coverage will be provided for losses described herein subject to the terms of the Master Policy (called "the policy" in this certificate). This certificate is issued to the **Policyholder** named in the **Schedule**.

The coverage provided under this certificate is valid only when the required premium due as shown in the **Schedule** has been paid. The complete terms and conditions governing each **Insured Person's** coverage are in the policy issued to the **Policyholder** named in the **Schedule**. The policy may be changed or terminated without consent of or notice to each **Insured Person**.

CONSIDERATION – TERM

Coverage under the policy is provided in consideration of the payment of the premium by the **Policyholder**. The premium due is shown in the **Schedule**. The term of coverage for such **Policyholder** will begin on the Policy Effective Date and end on the Policy Termination Date as shown in the **Schedule**. All periods of insurance will begin and end at 12:01 AM Standard Time at the address of the **Policyholder**.

RENEWAL

Coverage may be renewed by **Us** for further consecutive terms by the payment of **Our** premium rate in effect at the time of renewal. If this coverage is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provisions.

INDIVIDUAL EFFECTIVE AND TERMINATION DATES

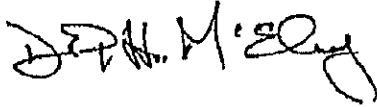
Coverage for an **Insured Person** will take effect on the later of: (1) the Policy Effective Date shown in the **Schedule**; or (2) the date he or she becomes an **Insured Person** as defined in this certificate.

Coverage for an **Insured Person** will end on the earliest of: (1) the date the policy terminates; (2) the date he or she is no longer an **Insured Person** as defined in this certificate; or (3) the date the **Policyholder's** coverage ends.

Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

THE INSURANCE UNDER THIS POLICY IS PROVIDED NEITHER IN ACCORDANCE WITH, NOR IN LIEU OF COVERAGES THAT MAY BE PROVIDED UNDER THE VOLUNTEER AMBULANCE WORKERS' BENEFIT LAW, CHAPTER 64-B OF THE CONSOLIDATED LAWS OF NEW YORK, THE VOLUNTEER FIREFIGHTERS' BENEFIT LAW, CHAPTER 64-A OF THE CONSOLIDATED LAWS OF NEW YORK, OR WORKERS' COMPENSATION LAW.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this certificate:



President



Secretary

PLEASE READ THIS CERTIFICATE CAREFULLY.

LIMITED BENEFIT HEALTH INSURANCE. The insurance evidenced by this certificate provides limited benefits health insurance only. It does NOT provide basic hospital, basic medical, major medical, Medicare supplement, long term care insurance, nursing home insurance only, home care insurance only, or nursing home and home care insurance as defined by the New York State Insurance Department.

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CERTIFICATE OF COVERAGES

Policy Number: VFP-4433-9771D-1

Policyholder:
(Name and Address) CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542-0000

Policy Effective Date: 12/1/2019

Policy Termination Date: 12/1/2020

This certificate provides only those following benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by entry of the word "none" are not provided.

PART COVERAGE

AMOUNT OF INSURANCE

I. Loss of Life Benefits

- A. Accidental Death Benefits
 - (1) Accidental Death Indemnity Benefit\$50,000
 - (2) Seat Belt Benefit Amount\$12,500
- B. Sickness Loss of Life Benefit.....\$50,000
- C. Dependent Child Benefit Amount.....\$10,000
- D. Spousal Support Benefit Amount.....\$5,000

II. Lump Sum Living Benefits

- A. Accidental Dismemberment Principal Sum\$50,000
- B. Vision Impairment Benefit\$50,000
- C. Injury Permanent Impairment Benefit Principal Sum.....\$50,000
- D. Sickness Permanent Impairment Benefit Principal Sum.....\$50,000
- E. Cosmetic Disfigurement Resulting From Burns Principal Sum.....\$50,000

III. Weekly Income Benefits

- A. Total Disability Benefits
 - (1) Total Disability Weekly Income Benefit (first 28 days)\$600
 - (2) Total Disability Maximum Weekly Amount (after 28 days)\$1,000
 - (3) Total Disability Minimum Weekly Amount.....\$150
- B. Partial Disability Benefits
 - (1) Partial Disability Weekly Income Benefit (first 28 days)\$300
 - (2) Partial Disability Maximum Weekly Amount (after 28 days)\$500
 - (3) Partial Disability Minimum Weekly Amount.....\$75

- IV. Occupational Retraining Benefit Maximum Amount\$20,000

- V. Weekly Injury Permanent Impairment Benefit ☒ Yes ☐ No

- VI. Optional Weekly Injury Permanent Impairment COLA Benefit ☒ Yes ☐ No

- VII. Medical Expense Benefits**
- A. Medical Expense Maximum Amount\$30,000
- Medical Expense Benefit Options
- (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits.....☒
- (2) Excess of Workers' Compensation, No-Fault Auto Insurance and Other Group Insurance☐
- (3) Primary Medical Expense Benefit.....☐
- B. Cosmetic Plastic Surgery Maximum Amount\$10,000
- C. Post Traumatic Stress Disorder Maximum Amount\$10,000
- D. Critical Incident Stress Management Maximum Amount (Per Covered Activity) \$2,500
- E. Family Expense Benefit (Per Day) \$100
- VIII. Continuation Of Health Insurance Premium Benefit Maximum Amount.....\$12,000**
- IX. Transition Benefit ☐ Yes ☒ No**
- X. Felonious Assault Benefit..... ☒ Yes ☐ No**
- XI. Home Alteration and Vehicle Modification Benefit Maximum Amount.....\$15,000**
- XII. Optional Benefits**
- A. Weekly Hospital Indemnity Benefit..... Not Included
- B. Additional Disability Weekly Benefit Not Included
- C. Extended Total Disability Benefit ☐ Yes ☒ No
- D. 24-Hour Accidental Death and Dismemberment Benefit Not Included
- E. Off-Duty Activity Accidental Death and Dismemberment Benefit.....\$10,000

Additional Participating Organizations/Policyholders:

CITY OF GLEN COVE FIRE DEPARTMENT

DEFINITIONS

(Additional defined terms can be found throughout this certificate)

Any capitalized terms in the policy, application, this certificate, and any riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Average Weekly Wage – means an average weekly wage determined by the greater of: (1) the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred; (2) the average weekly wage earned in the 12 months preceding the loss; (3) the annualized weekly wage earned in the three months preceding the loss; or (4) for the self-employed, the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income. The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

Consumer Price Index – means the consumer price index published by the U.S. Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any: (1) emergency response for fire suppression and rescue or emergency medical activity; (2) training exercise which simulates an emergency and where active physical participation is required; (3) **Firematic Events or Contests**; (4) class room training; (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder**, except any activity in football, ice or field hockey, lacrosse, soccer or boxing; (6) official functions attended primarily by members of the **Policyholder** for which the purpose is to further the business of the **Policyholder** (i.e. installation dinners, banquets, etc.); (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** including personal travel or activities undertaken attendant to such convention, conference or meeting; and (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder**, except football, ice or field hockey, lacrosse, soccer or boxing or any organized sports event.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** or any other organization.

Firematic Events or Contests – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental: (1) apparatus pumping contests; (2) battle of the barrel; (3) antique pumping; (4) hose rolling contests; (5) equipment donning contests; (6) bucket brigades; (7) ladder climbs; (8) tug of war contests; and (9) apparatus operation rodeos.

Gainful Occupation – means an occupation for which an **Insured Person** is qualified by reason of education, training or experience, which has a reasonable expectation to provide more than 85% of pre-disability earnings.

Hospital – as used in this Riders, means a short-term, acute, general hospital, which: (1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons; (2) has organized departments of medicine and major surgery; (3) has a requirement that every patient must be under the care of a physician or dentist; (4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.); (5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-

97, (42 USCA 1395x[k]); (6) is duly licensed by the agency responsible for licensing such hospitals; and (7) is not, other than incidentally, a place of rest; a place primarily for the treatment of tuberculosis; a place for the aged; place for drug addicts or alcoholics; a place for convalescent, custodial, educational, or rehabilitative care.

Immediate Family Member – means the **Insured Person's** spouse, child, parent, brother or sister.

Infectious Disease – means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act, such as hepatitis, clostridium, rubella and tuberculosis.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**: (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under the policy is in force as to the **Insured Person**; (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and (3) which is not otherwise defined as a **Sickness**. The term **Injury**, for the purposes of this policy, shall not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

Insured Person(s) – means any officially designated member of the **Policyholder** while acting as: (1) a volunteer member for the **Policyholder**; (2) any junior member or member in training; (3) any commissioner, director, trustee or other similar position associated with the **Policyholder**; (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** to assist in an emergency, but only during the actual emergency; (5) any auxiliary member; (6) any non-member who is requested to participate by the auxiliary or **Policyholder**; and (7) any member who receives remuneration for "on call" duty or out of pocket expenses subject to the following:

An **Insured Person** will not include a member who looks to the **Policyholder** for his or her primary source of income while acting within the scope of his or her employment unless the policy is specifically endorsed to provide coverage for career members. A member will be deemed to look to the **Policyholder** for his or her primary source of income if he or she: (1) averages 25 hours or more employment per week; or (2) are salaried and works a schedule of more than 25 hours per week. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**.

Medically Necessary/Medical Necessity – means a medical service that: (1) is essential for diagnosis, treatment or care of the **Injury** or **Sickness** for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a **Physician** and performed under his or her care, supervision or order.

Other Valid and Collectible Insurance – means any: (1) group plan, program, or insurance policy; (2) any other group hospital, surgical or medical benefit plan; (3) union welfare plans or group employer or employee benefit programs; or (4) any no-fault automobile insurance plan or similar law. **Other Valid and Collectible Insurance** will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

Out-Patient Physical Therapy – means rehabilitative physical therapy which is: (1) received without being confined overnight in a **Hospital** as a registered bed patient; (2) an approved therapy program; (3) **Medically Necessary** for the rehabilitation of an **Insured Person** from an **Injury** or a **Sickness** for which he or she was confined in a **Hospital** for treatment; (4) administered by a licensed physical therapist; and (5) monitored by a **Physician**.

Partial Disability, Partially Disabled – means, for an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the

material and substantial duties of his or her own occupation. If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability**, **Partially Disabled** means: (1) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or (2) the inability to perform one or more, but not all, of the regular activities of the **Insured Person**. The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician - means any duly licensed medical practitioner: (1) who is acting within the scope of his or her license; and (2) who is not the **Insured Person** or an **Immediate Family Member**.

Policyholder - means a non-profit emergency service organization or municipality or political subdivision that elects coverage under the policy and pays the required premium. The **Policyholder** is named in the **Schedule**. Coverage for such **Policyholder** will be in force at 12:01 A.M. on the Policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue or ambulance department of the municipality or political subdivision.

Post Traumatic Stress Disorder - means emotional stress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Reasonable and Customary Expense - means an expense which: (1) is charged for treatment, supplies or medical services **Medically Necessary** to treat the **Insured Person's** condition; (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Schedule - means the Schedule of Coverages which is a part of this certificate.

Sickness - means any disease, sickness, or infection of an **Insured Person** while coverage under the policy is in force as to the **Insured Person**. The **Sickness** must: (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate medical treatment; or 2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving medical treatment within 48 hours of participation in such **Covered Activity**. The requirement that medical treatment be received within 48 hours is waived for **Infectious Diseases**. Medical treatment means treatment by a **Physician** or at a **Hospital** for the **Sickness**.

Total Disability, Totally Disabled - means, for an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation. If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means: (1) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or (2) the inability to perform all of the regular activities of the **Insured Person**. The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

Traumatic Incident - means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to: (1) line-of-duty death or serious injury to other **Insured Person's**; (2) a single incident having multiple casualties; (3) death or serious injury of a child; and (4) dealing with victims known to the **Insured Person**.

We, Us, or Our refers to National Union Fire Insurance Company of Pittsburgh, Pa. **Our** Executive Offices are located at 185 Water Street, 18th Floor, New York, New York 10038.

VAWBL means the Volunteer Ambulance Workers' Benefit Law, Chapter 64-B of the Consolidated Laws of New York.

VFBL means the Volunteer Firefighters' Benefit Law, Chapter 64-A of the Consolidated Laws of New York.

PART I. LOSS OF LIFE BENEFITS

A. ACCIDENTAL DEATH BENEFITS

- (1) **Accidental Death Indemnity Benefit.** **We** will pay the Accidental Death Indemnity Benefit shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.
- (2) **Seat Belt Benefit.** If an Accidental Death Indemnity Benefit is payable hereunder and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing a properly fastened automotive seat belt, **We** will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**. This Seat Belt Benefit is not payable for **Injuries** sustained by an **Insured Person** while standing inside or on the tailboard of any vehicle.

B. SICKNESS LOSS OF LIFE BENEFIT

We will pay the Sickness Loss of Life Benefit shown in the **Schedule** if death to an **Insured Person**: (1) occurs during a specific **Covered Activity** and is not otherwise payable as an Accidental Death Indemnity Benefit; or (2) occurs due to a **Sickness** covered as a result of participation in a specific **Covered Activity**. Either: (1) death; or (2) medical treatment for the **Sickness** must occur within 48 hours of the **Covered Activity**. The requirement that death occurs or medical treatment for the **Sickness** be received within 48 hours is waived for **Infectious Disease**. Medical treatment means treatment by a **Physician** or at a **Hospital** for the **Sickness**.

No Sickness Loss of Life Benefit will be payable if an Accidental Death Indemnity Benefit is payable under the policy, or if, as a direct result of participation in the same **Covered Activity**.

C. DEPENDENT CHILD BENEFIT

We will pay the Dependent Child Benefit Amount shown in the **Schedule** for each "Dependent Child" if either an Accidental Death Indemnity Benefit or a Sickness Loss of Life Benefit is payable under the policy. **We** may make payment directly to the "Dependent Child's": (1) guardian; or (2) to an individual or institution with custody of the "Dependent Child" if: (a) the "Dependent Child" is a minor or is not competent to give a valid receipt for payment due him or her; and (b) no request for payment has been received by **Us** from a duly appointed guardian or other legally appointed representative. Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"**Dependent Child**" means any unmarried child (including, but not limited to, a "proposed adopted child") of the **Insured Person** who was dependent upon the **Insured Person** and was either claimed on the **Insured Person's** final tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body.

A "proposed adopted child" will be considered an adopted child during any waiting period prior to finalization of the child's adoption, provided such child is primarily dependent on the Insured for support and maintenance during such waiting period.

D. SPOUSAL SUPPORT BENEFIT

We will pay the Spousal Support Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse if either an Accidental Death Indemnity Benefit or a Sickness Loss of Life Benefit is payable under the policy.

PART II. LUMP SUM LIVING BENEFITS

A. ACCIDENTAL DISMEMBERMENT BENEFIT

If **Injury** to an **Insured Person** shall result in a "Loss" listed below, **We** will pay the indicated percentage of the Accidental Dismemberment Principal Sum shown in the **Schedule** for the "Loss" suffered. If the **Insured Person** suffers more than one "Loss" as a result of any one accident, only one amount, the largest, will be paid.

Accidental Dismemberment Chart

<u>For Loss of:</u>	<u>% of Accidental Dismemberment Principal Sum Payable</u>
Both Hands or Both Feet	100
One Hand and One Foot.....	100
Entire Sight of Both Eyes	100
One Hand and Entire Sight of One Eye	100
One Foot and Entire Sight of One Eye.....	100
Speech and Hearing	100
One Arm or One Leg	75
Speech or Hearing	50
One Hand or One Foot	50
Entire Sight of One Eye	50
Both Thumbs	10
One Thumb.....	5
Each Joint of a Finger or Toe	1

"**Loss**" means, with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. "**Loss**" of speech or hearing means the total and irrecoverable loss of speech and/or hearing. "**Loss**" of sight means the total and irrecoverable loss of sight.

B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** shall result in "Permanent Damage" to the **Insured Person's** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment according to the Vision Impairment Chart shown below. This chart shall apply separately to each eye.

Vision Impairment Chart

Vision Impairment	% of Vision Impairment Benefit Payable Per Each Eye
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the "Permanent Damage", **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both Accidental Dismemberment Benefits for a loss of sight and Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

Any Vision Impairment Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these Benefits.

"**Permanent Damage**" means, with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

C. INJURY PERMANENT IMPAIRMENT BENEFIT

We will pay the Injury Permanent Impairment Benefit shown in the **Schedule** if an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants. In no event will an Injury Permanent Impairment Benefit be payable if the Sickness Permanent Impairment Benefit is paid or payable for any one **Injury** or **Sickness** sustained while participating in the same **Covered Activity**.

To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment value will be determined by the most current edition of the American Medical Association's (AMA) "Guides to the Evaluation of Permanent Impairment". (In the event the referenced guide ceases to be published, we will use another appropriate measurement of impairment values with the prior approval of the Superintendent of Insurance.) This percentage value will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit payable under the policy.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher then the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit; or
- (3) if a fracture at the second cervical vertebra results in complete quadriplegia with an AMA guideline whole person impairment rating of 93%, the benefit would be increased to 125% of the Injury Permanent Impairment Benefit since the impairment rating is 90% or higher.

Any Injury Permanent Impairment Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit or Vision Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits, unless the **Permanent Impairment** rating for an **Injury** is 90% or higher in which case 125% of the Principal Sum is payable.

If the **Insured Person** has an impairment prior to the time of **Injury**, the impairment value that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

D. SICKNESS PERMANENT IMPAIRMENT BENEFIT

We will pay a Percentage of the Sickness Permanent Impairment Benefit shown in the **Schedule** if, as a result of a **Covered Activity**, the **Insured Person** incurs: (1) a heart condition that results in at least 26 weeks of **Total Disability** and a "New York Heart Association Functional Classification" of Class II or higher and a "Left Ventricular Ejection Fraction" of 30% or less; or (2) **Sickness** that results in five years (260 weeks) of Total Disability Benefits. If a Sickness Permanent Impairment Benefit is payable under (1) and (2) above, the total benefit payable will not exceed 125% of the Sickness Permanent Impairment Benefit Principal Sum shown in the **Schedule**

The percentage of the Sickness Permanent Impairment Benefit is determined as follows:

- (a) With respect to a heart condition, the **Insured Person's** highest "Left Ventricular Ejection Fraction" and lowest "New York Heart Association Functional Classification" will be obtained and compared to the Sickness Permanent Impairment Benefit Principal Sum shown in the **Schedule** within nine months of the **Covered Activity** that causes the impairment. The ratings must result from evaluations performed after the **Covered Activity** date.

If the **Insured Person** had a "Left Ventricular Ejection Fraction" of 35% or lower prior to the **Covered Activity** date, no Sickness Permanent Impairment Benefit is due.

Impairment Benefit Chart

Left Ventricular Ejection Fraction	New York Heart Association Functional Classification	Sickness Permanent Impairment Benefit Due
26 to 30% function	Class II	25%
26 to 30% function	Class III or IV	50%
21 to 25% function	Class II or III	50%
21 to 25% function	Class IV	75%
Less than 21% function	Class II or III	75%
Less than 21% function	Class IV	100%

The benefit due is calculated by multiplying the percentage due and the Principal Sum. The benefit is further modified by the **Insured Person's** age on the date of the heart impairment, according to the following table:

- | | |
|------------------|------------------------------|
| • Age 40 or less | — 125% of the amount payable |
| • Age 41 to 65 | — 75% of the amount payable |
| • Age 66 or over | — 50% of the amount payable |

For example:

- (1) if a 30 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 17% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Sickness Permanent Impairment Benefit times 125% since the age is less than 40, for a total benefit of 125% of the Sickness Permanent Impairment Benefit; or,
 - (2) if a 55 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 19% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Sickness Permanent Impairment Benefit times 75% since the age is between 41 and 65, for a total benefit of 75% of the Sickness Permanent Impairment Benefit; or,
 - (3) if a 68 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 18% and a "New York Heart Association Functional" Classification of Class IV, the benefit would be 100% of the Sickness Permanent Impairment Benefit times 50% since the age is 66 or over, for a total benefit of 50% of the Sickness Permanent Impairment Benefit.
- (b) With respect to any other **Sickness**, if the **Insured Person** is unable to return to his or her occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Sickness Permanent Impairment Benefit shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Sickness Permanent Impairment Benefit shown in the **Schedule** is payable. If the **Insured Person** has been approved for Social Security disability benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for Social Security disability benefits, 125% of the Sickness Permanent Impairment Benefit as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Sickness** sustained while participating in the same **Covered Activity**.

"**Left Ventricular Ejection Fraction**" means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

"**New York Heart Association Functional Classification**" is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I No symptoms and no limitation in ordinary physical activity.
- II Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV Severe limitations. Experiences symptoms even while at rest.

E. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT

We will pay the benefits under this provision if, as the result of **Injury**, an **Insured Person** suffers from a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn.

To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit paid or payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the chart shown below. Each body part is assigned a classification relative to its visual exposure (i.e., the higher the classification, the more visual the exposure);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The chart below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable under this benefit. For example, by using the Cosmetic Burn Chart shown below:

- (a) if the entire surface of the right hand and forearm were burned the benefit would be $5 \times 4.5\% = 22.5\%$ of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be $5 \times 2.25\%$ (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following is a burn chart from which benefits can be determined. This chart only represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for any one covered loss. If the **Insured Person** suffers burns in more than one area as a result of any one accident, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Cosmetic Burn Chart

Body Part	Area Classification	Maximum Allowable % for Area Surface Burned	Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum
Face, Neck, Head	11	9.0%	99.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit paid or payable hereunder will be in addition to any Accidental Dismemberment Benefit, Injury Permanent Impairment Benefit, or Sickness Permanent Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

PART III. WEEKLY INCOME BENEFITS

A. Total Disability Benefits

- (1) If **Injury** or **Sickness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Income Benefit shown in the **Schedule** for the first 28 days of **Total Disability**.
- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and any disability income benefits received by the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).
- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**.
- (4) If an **Insured Person** is approved for disability retirement or otherwise retires, all eligibility for **Total Disability** terminates on the effective date of such retirement.

B. Partial Disability Benefits

- (1) If **Injury** or **Sickness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Income Benefit shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage** and any disability income benefits received by the **Insured Person** from any Workers' Compensation act, **VFBL**, **VAWBL** or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.
- (4) If an **Insured Person** is approved for disability retirement or otherwise retires, all eligibility for **Partial Disability** terminates on the effective date of such retirement.

C. Disability Benefits General

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is so disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** may be increased after Total Disability Benefits or Partial Disability Benefits have been paid to that **Insured Person** for at least 52 consecutive weeks. The increase will equal the percentage increase, if any, in the **Consumer Price Index** for the preceding calendar year. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Sickness**, or to the Total Disability Benefit or Partial Disability Benefit,

whichever results in the higher benefit to the **Insured Person**. Any increase in benefits will become effective on July 1 next following the 52 week benefit period. Successive annual increases, if any, on July 1 of each subsequent year will be compounded.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Sickness** sustained while participating in the same **Covered Activity**, the maximum benefit period for all benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

PART IV. OCCUPATIONAL RETRAINING BENEFIT

We will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**, if, as a result of **Injury** or **Sickness**, an **Insured Person** is not able to hold a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he/she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

We will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Worker's Compensation act or similar law, no fault automobile insurance or similar law, and any **Other Valid and Collectible Insurance**.

"Covered Retraining Expenses" includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

PART V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

We will pay a Weekly Injury Permanent Impairment Benefit if: (1) **Injury** to an **Insured Person** results in a **Permanent Impairment**; and (2) it is determined that the **Insured Person** has a whole person **Permanent Impairment** due to an **Injury**, percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on either the 261st week or 521st week if the Extended Total Disability Benefit is selected from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Income Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Income Benefits section of the policy, by the percentage value of the **Insured Person's Permanent Impairment**.

Example: If the Total Disability Weekly Income Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week (\$600 x 70% = \$420).

The **Permanent Impairment** rating due to an **Injury** used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** due to an **Injury** rating, if any, will not affect the Weekly Injury Permanent Impairment Benefits paid or payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits paid or payable under the policy.

PART VI. OPTIONAL WEEKLY INJURY PERMANENT IMPAIRMENT COLA BENEFIT

If this Optional Weekly Injury Permanent Impairment COLA Benefit is selected by the **Policyholder** as indicated in the **Schedule** and Weekly Injury Permanent Impairment Benefit becomes payable under the policy, the amount payable will be increased after benefits have been paid for at least 52 consecutive weeks. The percentage of increase will equal the increase in the **Consumer Price Index**. This increased benefit payment will begin on July 1, following the 52 week benefit period. Successive annual increases on July 1 of each year will be compounded.

PART VII. MEDICAL EXPENSE BENEFITS

A. MEDICAL EXPENSE BENEFIT

We will pay the **Reasonable and Customary Expenses** incurred by an **Insured Person** as a result of an **Injury or Sickness** for **Medically Necessary**:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care";
- (3) nursing services prescribed and monitored by a **Physician**;
- (4) Post-exposure Prophylaxis Protocol (PEP) treatment, when such treatment is advised by the attending **Physician**;
- (5) **Infectious Disease** screening test(s); or
- (6) Post-exposure preventive inoculations as a result of participation in a **Covered Activity**.

Medical expense benefits will be paid for all mandated coverages applicable to blanket insurance as provided under New York Insurance law which are **Medically Necessary**.

We will pay the medical expense benefits subject to the **Policyholder's** choice of 1, 2, or 3 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL**, or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable Workers' Compensation act, **VFBL**, **VAWBL** or similar law, but are covered under the policy, **We** will pay such benefits.
- (2) If "2" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act, **VFBL**, **VAWBL** or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.
- (3) If "3" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any other group insurance, no fault automobile insurance plan or similar law, or any Workers' Compensation act, **VFBL**, **VAWBL** or similar law.

All medical expense benefits will be paid subject to the terms and limits of each applicable part.

We will not pay more than the Medical Expense Maximum Amount shown in the **Schedule** for any one **Injury** or **Sickness**.

"Home Health Care" means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. **Home Health Care** must be: (1) performed by a "Home Health Care Practitioner"; (2) in lieu of confinement in a **Hospital** or nursing facility; and (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

"Home Health Care Practitioner" means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a **Home Health Care Practitioner** unless such practitioner is: (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and (2) not an **Insured Person** or an **Immediate Family Member**.

B. COSMETIC PLASTIC SURGERY BENEFIT

We will pay the **Reasonable and Customary Expense(s)** incurred if an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are paid or payable. We will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

C. POST TRAUMATIC STRESS DISORDER BENEFIT

We will pay the **Reasonable and Customary Expense(s)** incurred, if, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires medical treatment for a **Post-Traumatic Stress Disorder**. Treatment must be prescribed and monitored by a **Physician**. We will not pay more than the Post Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

D. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

We will pay the reasonable expenses incurred by a "Critical Incident Stress Management Team" when such services are: (1) requested and authorized by the **Policyholder**; and (2) are required as a result of the **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force. Covered expenses are those for necessary transportation, meals, and lodging. We will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

"Critical Incident Stress Management Team (CISMT)" means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

E. FAMILY EXPENSE BENEFIT

If an **Insured Person** requires **Hospital** confinement for three (3) or more consecutive days for an **Injury** or **Sickness**, We will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement. This benefit will be payable retroactive to the first day of confinement, after the **Insured Person** has been confined for three (3) consecutive days.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Sickness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Sickness** regardless of whether it is paid at 100% or 50%.

PART VIII. CONTINUATION OF HEALTH INSURANCE PREMIUM BENEFIT

We will pay a benefit equal to the "Continuation of Health Insurance Premium", up to the Continuation Health Insurance Premium Benefit Maximum Amount shown in the **Schedule** if: (1) as a result of **Injury** or **Sickness**, an **Insured Person** becomes **Totally Disabled**; (2) **We** have paid six weeks of Total Disability Benefits under the policy; and (3) the **Insured Person** is responsible for his or her "Continuation of Health Insurance Premium". The **Insured Person** must submit to **Us** proof that the premium contribution was previously paid by the **Insured Person's** employer or by the **Insured Person** himself or herself. This coverage does not apply if the **Policyholder** provides health insurance benefits for the **Insured Person**. This benefit also does not apply for an **Insured Person** who is: (1) self employed under item 4 of the **Average Weekly Wage** definition; or (2) an officer or a partner in any organization that purchases health insurance for the **Insured Person**.

"Continuation of Health Insurance Premium" means payments by the **Insured Person** to maintain employer-provided individual or family health insurance, after the employer paid premium or contribution becomes the responsibility of the **Insured Person**.

PART IX. TRANSITION BENEFIT

If this Transition Benefit is selected by the **Policyholder** as indicated in the **Schedule**, **We** will pay a weekly Transition Benefit equivalent to the last Total Weekly Disability Benefit if, while the **Insured Person** is receiving Total Disability benefits under the policy, he or she is terminated from his or her regular employment and so remains unemployed after his or her Total Disability benefits end under the policy. **We** will pay this Transition Benefit as long as the **Insured Person** remains unemployed up to a maximum of 26 weeks.

PART X. FELONIOUS ASSAULT BENEFIT

If this Felonious Assault Benefit is selected by the **Policyholder** as indicated in the **Schedule**, **We** will pay a benefit when the **Insured Person** suffers as a result of a "Felonious Assault" that is directed at the **Insured Person** while he or she is participating in a **Covered Activity**, one or more losses for which benefits are payable under the Accidental Death Indemnity Benefit, Accidental Dismemberment Benefit, Cosmetic Disfigurement Resulting from Burns Benefit, Injury Permanent Impairment Benefit, Sickness Permanent Impairment Benefit, or Vision Impairment Benefit provided by the policy.

The amount payable is an additional 50% of the total amount payable under all the benefits specified above. Only one benefit is payable for all losses as a result of the same "Felonious Assault".

"Felonious Assault" means any willful or unlawful use of force upon the **Insured Person**: (1) with the intent to cause bodily injury to the **Insured Person**; and (2) that results in bodily harm to the **Insured Person**; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

PART XI. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured Person**:

- (1) suffers an **Injury** or **Sickness** that is payable under the policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and
- (3) as a direct result of such **Injury** or **Sickness** is now required to make alterations to the home and/or modifications to the vehicle;

We will pay the Home Alteration and Vehicle Modification Benefit for "Home Alteration and Vehicle Modification Expenses" that are incurred within one year after the date of the **Injury** or **Sickness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Sickness**.

We will pay any "Home Alteration and Vehicle Modification Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.

"Home Alteration and Vehicle Modification Expenses" means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person's** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person's** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) is agreed to and approved by **Us**.

In addition a Physician must certify that the alteration to the **Insured Person's** residence and the modification(s) to his or her motor vehicle are needed to accommodate the physical disability.

PART XII. OPTIONAL BENEFITS

A. WEEKLY HOSPITAL INDEMNITY BENEFIT

The Weekly Hospital Indemnity Benefit is only provided under the policy if it is selected by the **Policyholder**. If Weekly Income Benefits are payable under the policy, **We** will also pay the Weekly Hospital Indemnity Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Income Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury** or **Sickness**.

The Weekly Hospital Indemnity Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, **We** will pay 1/7 of the Weekly Hospital Indemnity Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 52 weeks for all **Injuries** or **Sicknesses** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive, cardiac or critical care unit, the Weekly Hospital Indemnity Benefit Amount shown in the **Schedule** is doubled.

Extension of Weekly In-Hospital Indemnity Benefit. If an **Insured Person's** coverage terminates for any reason, except for non-payment of premium, attainment of the limiting age, payment of the Maximum Benefit Amount, or if the **Insured Person** has requested that coverage terminate, and prior to termination the **Insured Person** suffers an **Injury** for which benefits are payable under the policy, an **Insured Person** will receive benefits for any **Hospital** confinement under this benefit as if such coverage had not ended. The confinement must start within 31 days after the termination date or within the same period of confinement, and be due to the same **Injury** for which the **Insured Person** is entitled to receive benefits before the termination date. Benefits will be subject to any maximums, limitations, and exclusions under the policy.

B. ADDITIONAL DISABILITY WEEKLY BENEFIT

The Additional Disability Weekly Benefit is only provided under the policy if it is selected by the **Policyholder**. If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under the policy, **We** will pay a one time additional weekly benefit equal to the Additional Disability Weekly Benefit shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Additional Disability Weekly Benefit for each full day of **Total Disability**. **We** will pay the Additional Disability Weekly Benefit in addition to any other weekly benefit payable under the policy.

C. EXTENDED TOTAL DISABILITY BENEFIT

The Extended Total Disability Benefit is only provided under the policy if it is selected by the **Policyholder** and the benefit is indicated in the **Schedule**. If the **Insured Person** is **Totally Disabled**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from 260 to 520 weeks.

D. 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The 24-Hour Accidental Death and Dismemberment Benefit is only provided under the policy if it is selected by the **Policyholder** and a benefit amount is shown in the **Schedule**. It is payable if a "Covered Person" suffers an **Injury** at any time, whether it be during a **Covered Activity** or not, that results in the "Covered Person's" accidental death or dismemberment such that:

- (1) an Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit is payable under the policy; or
- (2) an Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit would otherwise be payable under the policy but for the **Injury** not being suffered during a **Covered Activity**.

Any 24-Hour Accidental Death and Dismemberment Benefit payable is in addition to any Accidental Death Indemnity Benefit or an Accidental Dismemberment Benefit or a Vision Impairment Benefit payable under the policy.

"Covered Person", as used in this Benefit, means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

E. OFF-DUTY ACTIVITY Accidental Death and Dismemberment BENEFIT

The Off-Duty Activity Accidental Death and Dismemberment Benefit is only provided under the policy if it is selected by the **Policyholder** and a benefit amount is shown in the **Schedule**. It is payable if a "Covered Person" suffers an **Injury** during an activity that is not a **Covered Activity** that results in the "Covered Person's" accidental death or dismemberment. In the event of death the benefit amount payable will be equal to the Off-Duty Activity Accidental Death and Dismemberment Benefit indicated in the **Schedule**. In the event of dismemberment or vision loss the benefit amount payable will be calculated from the Off-Duty Activity Accidental Death and Dismemberment Benefit amount indicated in the **Schedule** and the Accidental Dismemberment Chart and the Vision Impairment Chart.

The Off-Duty Activity Accidental Death and Dismemberment Benefit is not available under the policy if the 24-Hour Accidental Death and Dismemberment Benefit is provided under the policy.

"Covered Person", as used in this Benefit, means all members who are listed on the **Policyholder's** roster. The roster will be maintained and periodically updated by the **Policyholder**. The roster will be kept on file by the **Policyholder**.

EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it, while sane or insane; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except;
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered **Post Traumatic Stress Disorder**;
- (6) treatment of alcoholism or drug addiction and any complications arising there from, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) Sickness, except as provided by the policy; or
- (8) service in the Armed Forces or units auxiliary thereto.

Also We will not cover any medical expenses covered by **VFBL, VAWBL**, or Workers' Compensation.

OTHER COVERAGE WITH THIS COMPANY

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

GENERAL PROVISIONS

Entire Contract; Changes: The policy, the application(s), the certificate(s), and any attached riders, endorsements, amendments, and additional papers make up the entire contract between the **Policyholder** and **Us**.

No change in the policy and the certificate shall be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy or the certificate. No agent has the authority to change or waive any of the provisions of the policy or the certificate.

Statements: All statements made by the **Policyholder** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless they appear in a written instrument signed by the **Policyholder** unless a copy of the statement is furnished to the **Insured Person** or his or her beneficiary or personal representative.

Incontestability: The validity of this policy will not be contested after it has been in force for two year(s) from the Policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

Grace Period: The policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period the policy will remain in force.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** Executive Offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, shall be deemed notice to **Us**. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as was reasonably possible.

Claim Forms: When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after receipt of such notice, the claimant will need to meet the proof of loss requirements by giving **Us** written proof of the occurrence, the nature, and the extent of the loss within the time limit stated in the "Proof of Loss" Section. The notice should include the **Insured Person's** name, the **Policyholder's** name, and the **Policy Number**.

Proof of Loss: If the policy provides for periodic payment for a continuing loss, **We** must be given written proof within 30 days after the end of each period for which **We** are liable and subsequent written proofs of continuance of such disability must be furnished to **Us** at such intervals as **We** may reasonably require. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible. However, proof must be given as soon as reasonably possible.

Time of Payment of Claims: When **We** receive written proof of loss, for other than loss of time, **We** will pay any benefits due within 60 days after the receipt of the proof of loss. Benefits that provide for periodic payment will be paid at least monthly, subject to **Our** receipt of due written proof of loss. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

Payment of Claims: Any Loss of Life Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder**.

If no beneficiary is named, Loss of Life Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay

benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, or to his or her designated beneficiary or beneficiaries, or to his or her estate if no designated beneficiary has survived the **Insured Person**. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

The **Insured Person** has the right to request an external appeal if:

1. notice of claim denial due to lack of **Medical Necessity** is received;
2. notice of final adverse determination is received; or
3. the Policyholder and the **Insured Person** have jointly agreed to waive any internal appeal.

External appeal must be initiated by the **Insured Person** within 45 days of receipt of such notice or upon such an agreement.

Physical Examination and Autopsy: **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under the policy. **We** may also have an autopsy performed unless prohibited by law.

Legal Actions: No legal action may be brought to recover on the policy within 60 days after written proof of loss has been given as required by the policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Change of Beneficiary: The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder** or **Us**. The beneficiary's consent is not required for this or any other change in the policy, unless the designation of the beneficiary is irrevocable.

Conformity with State Statutes: Any provision of the policy, which, on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

Clerical Error: The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.

Not In Lieu Of Workers' Compensation: The policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits.

Noncompliance with Policy Requirements: Any express waiver by **Us** of any requirements of the policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

Misstatement of Age: If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. **We** may require satisfactory proof of age before paying any claim.

Assignment: An **Insured Person** may not assign any of his or her rights, privileges or benefits under the policy.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: CITY OF GLEN COVE
Policy Number: VFP-4433-9771D-1

BLANKET ACCIDENT AND SICKNESS INSURANCE POLICY

This policy is a legal contract between the **Policyholder** named in the application and **Us**. **We** agree to insure certain persons (herein called **Insured Persons**) against loss covered by this policy subject to its provisions, limitations and exclusions. The persons eligible to be insured are all persons described in the certificate as **Insured Persons**. This policy provides accident and sickness insurance to **Insured Persons** while they are participating in a **Covered Activity**.

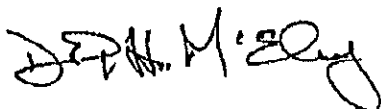
This policy is issued in consideration of the payment of the required premium when due as shown in the **Schedule**. **We** agree to provide the benefits shown in the **Schedule** to **Insured Persons** in accordance with the provisions and conditions of this policy.

The term of this policy begins on the Policy Effective Date and continues in effect until the Policy Termination Date, both of which are shown in the **Schedule**, as long as premiums are paid when due, unless otherwise terminated as further provided in this policy. If this policy is terminated, insurance ends on the date to which premiums have been paid.

After the Policy Termination Date shown in the **Schedule**, this policy may be renewed for additional periods of time by mutual written consent of **Us** and the **Policyholder** at the premium rates set by **Us** for the renewal period. If this policy is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provisions.

This policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this policy.



President



Secretary

PLEASE READ THIS POLICY CAREFULLY

Non-Participating Policy

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POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This policy begins on the Policy Effective Date shown in the **Schedule** at 12:01 AM Standard Time at the address of the **Policyholder** where this policy is delivered.

Termination Date. We may terminate this policy by giving 30 days advance notice in writing to the **Policyholder**. This policy may, at any time, be terminated by mutual written consent of **Us** and the **Policyholder**. Termination takes effect at 12:01 AM at the **Policyholder's** address on the date of termination.

PREMIUM

Premiums. Premiums are payable to **Us** at the rates described in the Premium section of the **Schedule**. We may change the required premiums as a condition of any renewal of this policy. We may also change the required premiums at any time when any change in coverage affecting premiums is made in this policy.

GENERAL PROVISIONS

Examination and Audit: We shall be permitted to examine and audit a **Policyholder's** records relating to the policy at: (1) any reasonable time during the policy term; and (2) within two years after the expiration of the policy or until all claims have been settled or adjusted, whichever is later.

New Entrants: New eligible persons added from time to time to the group of **Insured Persons** originally insured under this plan will be automatically covered under the policy.

Duty to Cooperate: The **Policyholder** will cooperate with **Us** and assist **Us**, as **We** request, in the investigation of any claim reported under the policy. The **Policyholder** will not voluntarily make payments, assume obligations, or incur expenses, except at the cost of the **Policyholder**.

Assignment: The policy is non-assignable.

INCORPORATION PROVISION

The provisions of the attached application(s), certificate(s), any rider(s), any endorsement(s), and any amendment(s) including any rider, endorsement, or amendment added after the effective date of this Blanket Accident and Sickness Insurance Policy, are made a part of this Blanket Accident and Sickness Insurance Policy. The certificate(s), rider(s), endorsement(s) and amendment(s) attached to this policy will control each **Insured Person's** coverage eligibility, effective date, termination date, benefits, limitations and exclusions.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

BLANKET ACCIDENT AND SICKNESS INSURANCE CERTIFICATE

This certificate furnished by National Union Fire Insurance Company describes the coverage that will be provided for all those persons called **Insured Persons** as defined in this certificate. Coverage will be provided for losses described herein subject to the terms of the Master Policy (called "the policy" in this certificate). This certificate is issued to the **Policyholder** named in the **Schedule**.

The coverage provided under this certificate is valid only when the required premium due as shown in the **Schedule** has been paid. The complete terms and conditions governing each **Insured Person's** coverage are in the policy issued to the **Policyholder** named in the **Schedule**. The policy may be changed or terminated without consent of or notice to each **Insured Person**.

CONSIDERATION – TERM

Coverage under the policy is provided in consideration of the payment of the premium by the **Policyholder**. The premium due is shown in the **Schedule**. The term of coverage for such **Policyholder** will begin on the Policy Effective Date and end on the Policy Termination Date as shown in the **Schedule**. All periods of insurance will begin and end at 12:01 AM Standard Time at the address of the **Policyholder**.

RENEWAL

Coverage may be renewed by **Us** for further consecutive terms by the payment of **Our** premium rate in effect at the time of renewal. If this coverage is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provisions.

INDIVIDUAL EFFECTIVE AND TERMINATION DATES

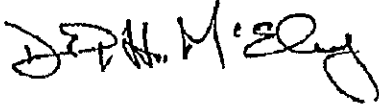
Coverage for an **Insured Person** will take effect on the later of: (1) the Policy Effective Date shown in the **Schedule**; or (2) the date he or she becomes an **Insured Person** as defined in this certificate.

Coverage for an **Insured Person** will end on the earliest of: (1) the date the policy terminates; (2) the date he or she is no longer an **Insured Person** as defined in this certificate; or (3) the date the **Policyholder's** coverage ends.

Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

THE INSURANCE UNDER THIS POLICY IS PROVIDED NEITHER IN ACCORDANCE WITH, NOR IN LIEU OF COVERAGES THAT MAY BE PROVIDED UNDER THE VOLUNTEER AMBULANCE WORKERS' BENEFIT LAW, CHAPTER 64-B OF THE CONSOLIDATED LAWS OF NEW YORK, THE VOLUNTEER FIREFIGHTERS' BENEFIT LAW, CHAPTER 64-A OF THE CONSOLIDATED LAWS OF NEW YORK, OR WORKERS' COMPENSATION LAW.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this certificate:



President



Secretary

PLEASE READ THIS CERTIFICATE CAREFULLY.

LIMITED BENEFIT HEALTH INSURANCE. The insurance evidenced by this certificate provides limited benefits health insurance only. It does NOT provide basic hospital, basic medical, major medical, Medicare supplement, long term care insurance, nursing home insurance only, home care insurance only, or nursing home and home care insurance as defined by the New York State Insurance Department.

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CHUBB

ACE American Insurance Company
436 Walnut Street
Philadelphia, PA 19106
(Herein called We, Us, Our)

**Blanket Enhanced
Cancer Insurance
Policy Amendment**

Policy Number: PTP N18002553

Effective Date: January 1, 2020

**Policyholder: City of Glen Cove Volunteer Fire
Department**

Amendment No.: 1

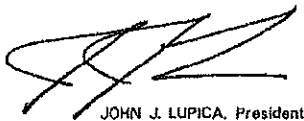
This Amendment form is made a part of the Policy to which it is attached and applies as of the Effective Date shown above. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. Any changes in premium apply as of the first premium due date on or after the effective date of this form.

The Policy has been changed as follows:

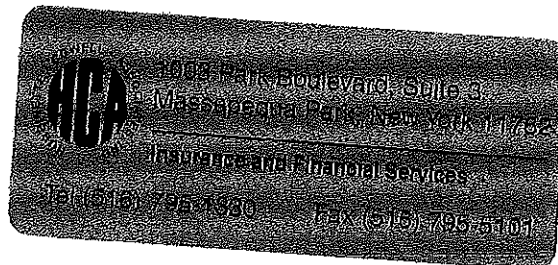
- In consideration of the payment of the required premium, this policy is renewed for the Policy Term beginning January 1, 2020 and ending January 1, 2021.
- Premiums for this Policy Term are: \$16,714

This form ends at the same time as the Policy. It is subject to all of the terms, limitations and conditions of the Policy except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.


JOHN J. LUPICA, President


REBECCA L. COLLINS, Secretary



CHUBB GROUP U.S. PRIVACY NOTICE

FACTS		WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">▪ Social Security number and payment history▪ insurance claim history and medical information▪ account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>		
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes – to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx			

Who is providing this notice?

The Chubb Group. A list of these companies is located at the end of this document.

What we do**How does Chubb Group protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.

How does Chubb Group collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or provide account information
- give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes -- information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Chubb does not share with nonaffiliates so they can market to you.

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include categories of companies such as banks.

Other Important Information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:

Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901

www.salernoins.com

December 3, 2019

Ms. Sandra Clarson
City of Glen Cove
9-13 Glen Street
Glen Cove, NY 11542

Re: 1/1/2020-1/1/2021 Excess Workers Compensation Renewal

Dear Sandra:

We are pleased to present the renewal options for the City of Glen Cove's Excess Workers Compensation coverage effective 1/1/20 for an annual term.

The current 1/1/19-20 coverage is outlined as follows:

Carrier: New York Marine and General Insurance Company
Coverage A (Workers Comp) Limit: \$25,000,000
Coverage B (Employers Liability) Limit: \$1,000,000
\$500,000 SIR except for \$750,000 SIR for Fire/Police

Estimated Payroll: \$19,950,648

Annual Deposit Premium: \$97,105 (Final premium to be determined by payroll audit.)

For the 1/1/20-21 period, using an estimated payroll of \$19,950,648, we approached the following markets:

1. Chubb- \$175,000 minimum premium for a \$750,00 SIR with a \$1,000,000 SIR for police and fire
2. ARCH- Premium would be in excess of \$175,000 with a minimum of \$750,000 SIR
3. Star- Premium would be in excess of \$175,000 with a minimum of \$750,000 SIR
4. Midwest Employers -- Premium would be in excess of \$175,000 with a minimum of \$750,000 SIR
5. New York Marine has been purchased by Safety National Casualty Corporation, an A+ XV admitted carrier.

Safety National has quoted as follows:

Option 1:

Coverage A (Workers Comp) Limit: \$25,000,000
Coverage B (Employers Liability) Limit: \$1,000,000
\$500,000 SIR except for \$750,000 SIR for Police/Fire

1/1/20-21 Deposit Premium: \$102,227 (final premium determined by payroll audit.)



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901

www.salernoins.com December 3, 2019

Page Two
City of Glen Cove

While the renewal premium is reflecting an increase, based upon the alternative indications that we obtained, the renewal offer from Safety National is very competitive.

Please note that the frequency of large losses falling under the \$500K SIR is driving a 5% rate increase this year

As the time is drawing close for the renewal, kindly advise whether we may bind coverage by Wednesday, December 18, 2019. Please call our office to discuss these options and any questions that you may have.

Very truly yours,

Maryann K. Aiello

MKA:nm

City of Glen Cove
City Hall
9 Glen Street
Glen Cove, New York 11542
Attn: Tim Tenke, Mayor

December 3, 2019

Re: 2008/2009 Environmental Spill at
130 Glen Street, Glen Cove, NY (the "Matter")

Ladies and Gentlemen:

It is the practice of this Firm to set forth the scope of any engagement in a letter. Although the rest of this letter may sound very formal, the Code of Professional Responsibility recommends that law firms issue retainer agreements for any representation that they undertake, and we believe that our clients prefer such a clear statement of their arrangements with the Firm.

This will confirm that you have retained us to represent the City of Glen Cove ("City") in connection with the Matter. We are pleased to accept that engagement.

We have agreed to charge the City a discounted rate of \$250/hour for all professionals. We estimate that our fees will not exceed \$7,500.00.

The disbursements in such matters can include, but are not limited to, the cost of photocopying, long distance telephone calls, travel, postage (other than first class letters), and the like. For your convenience and for expediency, we may advance funds for some of these disbursements. As to other disbursements, however, we may forward to you the bill or invoice when we receive it from the person providing the service and ask that you pay the invoice directly.

December 3, 2019

We must reserve the right to withdraw as your attorneys at any time after reasonable notice to you. By the same token, you, of course, have the option to turn this matter over to other counsel at any time. Should either you or we find it necessary to end our representation of you in this matter, it is agreed that you will pay promptly all amounts owing for legal services and disbursements at the time the representation is ended, plus any additional legal fees and disbursements resulting from ending our representation.

In the event a dispute arises regarding legal fees, you may have the right to resolve the dispute by means of arbitration pursuant to the New York State Fee Dispute Resolution Program. The nature and scope of your rights and instructions on how to initiate any such arbitration are set forth in a Notice of Client's Right to Arbitrate which must be provided prior to the commencement of any action to recover disputed fees. We would be pleased to provide additional information to you at any time regarding this program.

If the foregoing terms of our representation are agreeable, please sign and return the enclosed copy of this letter to me in the self-addressed stamped envelope that is enclosed for your convenience. If you have any questions concerning the contents of this letter, or should any questions arise as this matter moves forward, please do not hesitate to contact me.

City of Glen Cove
Page 3

December 3, 2019

Very truly yours,

PHILLIPS LYTLE LLP

By

Milan K. Tyler

I have read the above letter, fully understand its contents, and verify that it is an accurate statement of the agreement and understanding between the City of Glen Cove and Phillips Lytle LLP regarding the above matter.

CITY OF GLEN COVE

By: _____

Name:

Title:

INSTRUCTIONS FOR SUBMISSION
2020 N.C. Dept. of Human Services/OFA Contracts

Please MAIL 1 copy (single side) original signed (Blue Ink) & notarized of entire contract
for each award with:

Claim Voucher if you have advance

Universal Budget (also email copy (excel) to me & NC program person)

to:

Rita Anderson; Fiscal Unit
Nassau County Department of Human Services
60 Charles Lindbergh Blvd, NE2, Su 200
Uniondale, NY 11553

IF YOU HAVE NOT (recently) DONE SO:

Disclosure forms must be duplicated/updated ONLINE in the Nassau County Vendor Portal.

Exhibit A - Political Campaign Contribution Form

Exhibit B - Lobbyist Registration Form

Principal Questionnaire Forms: Principals, Officers, Board of Directors and Shareholder.

If new must create their own online account, which will get linked to vendor profile once vendor approves them in the portal, see FAQ's.

Business History Form - change date & make sure EVERY box is answered 17A ii & iii you can answer "see attached" to reference BOD list

Consultant's, Contractor's and Vendor's Disclosure Form

Also Upload Current (do not put expiration dates on Corporate Forms):

List of Board of Directors: including all Principals, Officers, and Shareholders.

Include names and home addresses of all (you can include an **additional** redacted copy of addresses blacked out)

Federal Programs: OMA A133, U.S Dist. Of Justification Certification for Federal Programs and Sub Recipient Acknowledgement of Single Audit Responsibilities,

Additional Documents: Licenses, Permits, Rental Agreement (current lease), if applicable, etc.

Verification of Signature form

Certificates of Insurance – **WITH EXPIRATION DATE:** Certificates of **Liability** Insurance for \$1,000,000 must include the phrase: County of Nassau as an additional insured as required by the contract. Certificate of **Automobile** Liability Insurance. (Applicable to Transportation contracts only) & Certificate of **Worker's Compensation** Insurance.

You will need a Final list of **ALL** your inventory (equipment and furniture) with your **LAST** claim of your prior contract before this contract will be executed. See the section Inventory in your contract.

PLEASE ADVISE WHEN ALL FORMS ARE UPLOADED/COMPLETED

QUESTIONS CAN BE DIRECTED TO:

Vendor Portal: Technical Questions only (516) 571-4357

Contract: Rita Anderson (516) 227-7761
Fiscal: Brian Hall (516) 227-8912

Home Delivered Meals/Nutrition Education/WIN,
Congregate Meals/Transportation/CSE:
Mindy Levine (516) 227-8974

FCA: Safe-Heap/HICAP, MIPPA / NS Law Services
Kathleen Foster (516) 227-8915

Case Management/Home Care/Social Adult Day Care/EISEP:
Judie Santoian (516) 227-8953

Please retain a copy of all documents.

Please pass along the rates in this contract to your billing personnel.

Rita Anderson, Fiscal Unit
Nassau County Depart. of Human Services
60 Charles Lindbergh Blvd. NE2
Fiscal Unit, Suite 200
Uniondale, NY 11553-3687
Desk: 516-227-7761 Fax 516-227-7369
Rita.Anderson@hhsnassaucountyny.us

LAURA CURRAN
COUNTY EXECUTIVE



CAROLYN McCUMMINGS, MPH, PhD
COMMISSIONER

JORGE A. MARTINEZ
DEPUTY COMMISSIONER

**COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging**

60 Charles Lindbergh Boulevard, Suite #260
Uniondale, New York 11553-3691
516-227-8900/FAX 516-227-8972
seniors@hhsnassaucountyny.us

11/19/19
Timothy Tenke, Mayor
City of Glen Cove, Glen Cove Senior Center
130 Glen Street
Glen Cove NY, 11542

Dear Honorable Tenke,

We are pleased to inform you that your agency has been awarded a three-year contract for your Title IIIB, Title IIIC-1 and Title IIIE of the Older Americans Act contract. The sum of **\$382,522** is funded for year one, for the period of January 1, 2020 through December 31, 2020. Individual budgets must be developed for each program based on the following amounts.

Program	Award Amount	Income	Number of Meals
Title IIIB	\$129,722	\$9,000	N/A
Title IIIC-1	\$162,800	\$45,000	23,500
Title IIIE	\$90,000	\$60,000	N/A
TOTAL	\$382,522		

This award is being made with the understanding that if there are reductions in federal, state or county funding, the contract amount is subject to change.

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTACT HAS BEEN FULLY EXECUTED.

Please follow the "Instructions for Submission of Contract" (attached in email).

Thank you for your continued efforts to serve the senior citizens of Nassau County.

Sincerely,
Rita Anderson
Nassau County Depart. of Human Services
60 Charles Lindbergh Blvd. NE2
Fiscal Unit, Suite 200
Uniondale, NY 11553-3687
Desk: 516-227-7761 Fax 516-227-7369
Email Rita.Anderson@hhsnassaucountyny.us

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the Effective Date) that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, (the "Department") Office for the Aging, having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office"), and (ii) City of Glen Cove, a municipal corporation, having its principal office at City Hall, 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to retain the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2020 and terminate on December 31, 2022, unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an "Agreement Year"), subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of a congregate meal program and services to family caregivers, as set forth in Attachment "A" to this Agreement which is attached hereto and made part of this Agreement.

3. Payment.

a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement for the first Agreement Year (the "Maximum Amount") shall not exceed Three Hundred Eighty-Two Thousand Five Hundred Twenty-Two and 00/100 dollars (\$382,522.00), payable as follows:

(i) one quarter (¼) of the amount above shall be paid in advance upon the final execution of this Agreement; and

(ii) subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

b. Funding for Additional Agreement Years. Funding for additional Agreement Years is contingent on availability of funds for this purpose and shall not exceed a maximum amount of Three Hundred Eighty-Two Thousand Five Hundred Twenty Two and 00/100 dollars (\$382,522.00), per additional Agreement Year, so that together with the first Agreement Year Maximum Amount, shall not exceed One Million One Hundred Forty Seven Thousand Five Hundred Sixty Six and 00/100 dollars (\$1,147,566.00) . If funds are made available by the County Executive for additional Agreement Years, and the County Legislature makes a budgetary appropriation for this purpose, the Department may allocate a portion of the funds for that particular Agreement Year. Such allocation of funding for additional Agreement Years shall be accomplished by written notification from the Department to the Contractor, and subsequent processing of a contract advisement to add the additional Agreement Year funds. The Department shall notify the Contractor by letter of the availability of funds for additional Agreement Year(s), including the amount of available funds to advance the Contractor. The availability of additional Agreement Year funds shall be subject to necessary County approvals for the budgetary appropriation for this purpose and the encumbrance of funds. One quarter (1/4) of the maximum amount specified for each Agreement Year shall be paid in advance upon the encumbrance of funds Payment to the Contractor of any such funds shall be made in accordance with the terms of this Agreement, including but not limited to all reconciliation and voucher requirements and additional funding provisions as well as the approved budget for the Agreement Year. In the event that funds are not approved by the County for any given Agreement Year, the County is under no obligation to provide funds for the Agreement for the given period, and the Contractor has no claim under the Agreement for funds that have not been duly authorized by the County.

c. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Maximum Amount is to be encumbered as follows:

i. initial encumbrance shall be Three Hundred Eighty-Two Thousand Five Hundred Twenty Two and 00/100 dollars (\$382,522.00);

ii. subsequent payments shall be on a reimbursement basis and solely in accordance with the budget attached hereto.

d. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Office and/or the County Comptroller or his/her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Office and/or the County Comptroller.

e. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.

f. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed, under other agreements between the Contractor and any funding source, including the County.

g. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

h. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contract shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

i. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. Notwithstanding the foregoing and in accordance with State rules and regulations, the Contractor:

i. may make adjustments of not more than ten percent (10%) to any line item in the Budget provided that the Maximum Amount is not increased as a result of any change or combination thereof;

ii. may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), provided that the Maximum Amount is not increased as a result of any change or combination thereof.

j. Short Agreement Year. The Maximum Amount and, if applicable, the Budgets, are based upon a full three hundred sixty-five (365) day calendar year. The Maximum Amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

k. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract of the Contractor (a "Contractor Agent") be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee of Person with the authority to commit the County any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of the County.

6. Compliance with Law.

a. Generally. The Contractor shall comply with any and all applicable Federal, State and Local Laws including but not limited to those relating to conflicts of interest, discrimination, human's rights, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable order, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

ii. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L and shall provide the County any information necessary to maintain the certification's accuracy.

c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of

Information Law” or “FOIL”). In the event such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the request prior to disclosure of the Information, so that the Contractor may take such action as it deems appropriate.

d. Protection of Client Information. The Contractor shall, and shall cause Contractor’s Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) (“Confidential Information”), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor’s use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act (“HIPPA”), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.

The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connections with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection “Protection of Client Information” shall survive the termination of this Agreement.

e. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a “County Representative”), including members of a County Representative’s immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

f. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County’s Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to engender or harm any Person or property.

b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.

c. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Office and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

d. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of older individuals in the area served by the Contractor.

e. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.

f. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Office.

g. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.

8. Indemnification; Defense; Cooperation.

a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or Contractor Agent(s), regardless of whether due to negligence, fault or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting, the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further, to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

c. The Contractor shall, and shall cause Contractor Agent(s) to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agency in connection with this Agreement.

d. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.

b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his/her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a part to assert any of its rights under this Agreement, including the right to demand strict performance shall not constitute a waiver of such rights.

11. Termination.

a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the Services to be provided under this Agreement; and (iv) the failure to electronically report in accordance with Section 7(f).

b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner or other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

c. Contractor Assistance upon Termination. In connection with the termination of impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records.

a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access

within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.

c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars (\$500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

13. Inventory.

a. Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County, and the Equipment shall not be disposed of without prior written approval of the County.

b. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Office, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

c. Within thirty (30) days of the termination of this Agreement, the Contractor shall file final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

d. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (a) final payment under or termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance with this Agreement, irrespective of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent(s) has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a national recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to the courier service, as applicable, and (d) (i) if to the Office, to the attention of the Commissioner at the address specified above for the department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Office) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy.

a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

b. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

d. Each part has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the New York State and/or Federal governments, then beyond funds available to the County from the New York State and/or Federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.

22. Prohibited Hiring's. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff

position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.

23. Credit for funding. The Contractor shall give credit to the Nassau County Department of Human Services, Office for the Aging and the New York State Office for the Aging (and the U. S. Administration on Aging for federally funded programs) as the funding agencies for this program in all new written materials, press releases, brochures, feature stories, annual reports, vehicles used to transport senior citizens, etc., using the words: "This program is made possible with funding from the Nassau County Department of Human Services, Office for the Aging through the New York State Office for the Aging," (and the U. S. Administration on Aging, if appropriate).

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

City of Glen Cove

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive

☐ Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Attachment "A"

CONTRACTING AGENCY: City of Glen Cove

AUTHORIZED AGENCY PERSON: Honorable Timothy Tenke, Mayor

ADDRESS: 130 Glen Street, Glen Cove, NY 11542

TERM OF CONTRACT: January 1, 2020 –December 31, 2020

CONTRACT AMOUNT: \$382,522

Functions of the Contractor:

- 1) Services shall be rendered in conformance with US Administration on Aging and New York State Office for the Aging Title IIIB, IIIC-1 and IIIE requirements. The application for funding submitted by the Contractor and approved by the Office shall specify the scope of services and conformance to regulations according to the specifics below.

NOTE: Services shall be monitored and evaluated for conformance to this contract, attachments, application for funding and all applicable Federal, State and County requirements. Non-conformance can result in sanctions and/or termination of this contract.

- 2) Completion of timely budget modifications and vouchers as required by the Nassau County Department of Human Services, Office for the Aging Fiscal team and Nassau County Comptroller's guidelines.
- 3) As described in the Office, Program Instruction issued June 27, 1994 "*Contribution Policy*":
 - a. There shall be no charges for services provided through funding by the Office
 - b. Participants must be informed of the opportunity to contribute to the cost of services and cannot be denied service because of an inability or unwillingness to contribute

NOTE: A private pay model may be utilized with prior approval from Nassau County Department of Human Services, Office for the Aging.

Services provided under the private pay model must be priced at the fair market rate. Following generally accepted accounting principles (GAAP), the recommended unit cost does not exceed twenty percent (20%) of the fair market rate and is expected to include all fixed costs (plant and equipment) as well as variable costs (personnel, salary and fringes, travel, supplies, rent, phone, utilities, etc.) that are involved in the production and/or delivery of the service.

- 4) Evening programs (defined as those which begin after 5:00 p.m.) are strongly encouraged under this program contract.
- 5) Two percent (2%) of the awarded net budget, not including participant contributions, in the form of program specific fundraising, or in-kind match are required.
- 6) SCSC membership is expected to grow five percent (5%) annually. Supportive service activities are required to align with measurable outcomes. Selecting programs and services based on research to be included at the SCSC, which can produce proven and measurable results, ensure that the community's participants have their needs met.
- 7) A monthly calendar of daily activities to engage participants and keep them informed/active is required. Activities and shopping trips should center around community involvement. Calendars must be submitted to the Office electronically no later than the 25th of the preceding month on the template provided.
- 8) Preference to providing services to older individuals with the greatest economic or social needs with attention to low income minority individuals. Targeting of services is required.
- 9) Monthly data entry of program participant units of service and contributions monthly, utilizing the State required database. All data must be entered into the system no later than the twelfth (12th) of the following month.
- 10) Programs are to be staffed by one full-time program manager and at least one part-time assistant manager.
- 11) It is anticipated that program services will be offered five (5) days per week. This is inclusive of evening or weekend program services.
- 12) Nassau County Department Human Service, Office for the Aging reserves the right to modify service and service areas as needed.

Specific Services to be Rendered Under Title IIIB of the Older Americans Act:
\$129,722

- 13) To provide transportation from one location to another as identified by the program catchment area.
- 14) To provide supportive services:
 - a. Health Promotion – services and activities that promote chronic disease prevention and management, promote physical and mental health, improve or maintain quality of life and increase awareness and understanding of healthy lifestyles.

- b. Information and Assistance – assistance to consumers in obtaining access to the Aging services and resources available within their community. An individual is provided with information on a one-to-one basis about available services and opportunity in the community, assisted in defining problems/needs and capacities, receives direction or guidance relative to those identifies issues and is linked to services and opportunity to meet the problems/needs. When appropriate, case assistance may involve worker intervention, negotiation and advocacy with providers on the client’s behalf to ensure the delivery of needed services and benefits. When possible, follow-up is provided to check to see if the consumer received the service(s) or is in need of further assistance.
- c. In-Home Contact and Support – services and activities designed to support older people who are isolated because of physical and/or cognitive limitations. These may include, but are not limited to:
 - i. Shopping assistance
 - ii. Friendly visiting
 - iii. Telephone Reassurance
- d. Outreach – activities initiated for identifying potential clients (or their care givers) and encouraging their use of existing services and benefits. This include face-to-face or telephone contact between a worker and an individual.
- e. Senior Center, Recreation and Education – activities organized and scheduled which involve older persons in courses, workshops, other learning activities and satisfying use of free time.

Specific Services to be Rendered Under Title IIIC-1 of the Older Americans Act:
\$162,800

- 15) To provide one hot nutritious, or other appropriate meal five (5) days per week in a congregate setting, two hundred fifty (250) days per year. Meals must be prepared and served in a safe manner, in accordance with approved procedures and in compliance with all local health and sanitary codes.
- 16) Meals must provide ½ dietary reference intakes (DRI’s) and be approved by the Office’s Registered Dietician (RD).
- 17) Each participant must be assessed annually using the New York State short form in Peer Place. Those participants determined to be at nutrition risk (score of six [6] or higher on the nutrition screening section of the New York State short form in Peer Place) must be referred for Nutrition Counseling.

Participant refusal must be documented in the general comments section of Peer Place.

- 18) Nutrition Education must be provided to all participants on a monthly basis.
- 19) The provision of 23,500 number of meals annually.

20) These meals are eligible for the Nutrition Services Incentive Program (NSIP) reimbursement at the prevailing rate.

21) To provide these services in the following designated communities in Nassau County:

Glen Cove SCSC: Glen Cove, Glen Head, Glenwood Landing, Seacliff

Specific Services to be Rendered Under Title III-E of the Older Americans Act:
\$90,000

22) *Caregiver Services:* This program provides a system of support services for family caregivers to temporarily relieve them from their responsibilities by providing respite in the form of a short-term break through social adult day care services and other community-based care.

Caregivers are the primary recipient of services under this program. The support caregivers receive in performing their duties and responsibilities allows them to participate in normal daily activities at home and in the community, such as work.

23) *Social Adult Day Care:* Social Adult Day Care Services provide a variety of long-term care services to a group of individuals possessing functional impairments, whether due to physical or cognitive deficits, in a congregate setting and pursuant to an individualized service plan.

Planned, structured activities that utilize participants' skills, interests and strengths to minimize impairments in capacity should address social, intellectual, cultural, physical and educational needs. Calendars and care plans should be specifically targeted to participants interests and sense of usefulness as well as their self-respect.

24) Nassau County Department of Human Services, Office for the Aging reserves the right to establish additional requirements for social adult day care programs operating under Title 9, Subtitle Y, Chapter II, Section 6654.20, section C (2) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

25) *Service Plan:*

- a. Service plan shall be developed within 30 days of program admission.
- b. Reviewed as necessary and not less than annually.
- c. Based on assessment/reassessment and consistent with care receiver needs.
- d. Seeks to attain and/or maintain the highest physical, mental and psychological wellbeing, which includes the capacity for independence and self-care.
- e. Must establish the individual care receiver outcomes anticipated from the provision of social adult day care services.

26) *Admission/Discharge:*

- a. The program will only serve individuals whose needs can be met and managed by the program.
- b. An assessment of functional capacities and impairments must be conducted prior to admission for Social Adult Day Care Services.
- c. The program shall only discharge a care receiver who can no longer be safely or adequately served by the program.
- d. The program will assist in making other arrangements for care where appropriate.

27) *Transportation:* To provide safe, reliable, trip-time sensitive transportation from one location to another to care receivers.

28) *Nutrition:* All nutrition services must conform to New York State Office for the Aging requirements. Each meal must provide a minimum of one-third of the Dietary Reference Intakes (DRI's) as established by the Food and Nutrition Board of the National Academy of Science Research Council.

The following details are to be considered regarding meal preparation:

- a. Dietary restrictions of the elderly
- b. Storage of emergency food supplies
- c. Menu cycles & advance submission of menus
- d. Food safety & sanitation requirements
- e. Inspection procedures
- f. Necessary licenses and permits
- g. Staff requirements for health & training
- h. Programmatic reporting
- i. Record retention

** Additional details can be found in the Nutrition Standards

29) *Participant Eligibility:* Respite and supplemental services provided under this program can only be provided for a "frail" older person. This means the care-receiver or care recipient is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision, or due to a cognitive or other mental impairment that requires substantial supervision. As per NYSOFA regulations:

- a. Caregivers must reside with care receivers.
- b. Care receivers must be Nassau County residents age 60 and over.
- c. The care receiver must be diagnosed with Alzheimer's, dementia or other cognitive impairment.

Attachment "B"

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Glen Cove
Organization

New York State

Authorized Signature

Title

Date

Appendix E

Statutes, Regulations and Policies

The Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 *et. seq.*)
- 2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)
- 2 CFR Part 376 (*Nonprocurement Debarment and Suspension*)
- 2CFR Part 382 (*Requirements for Drug-free Workplace (Financial Assistance)*)
- 20 CFR Part 641 (*Provisions Governing the Senior Community Service Employment Program*)
- 29 CFR Part 38 (*Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act*)
- 45 CFR Part 75 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*)
- 45 CFR Part 80 (*Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964*)
- 45 CFR Part 84 (*Nondiscrimination on the basis of Handicap*)
- 45 CFR Part 93 (*New Restrictions on Lobbying, see 91-PI-5 [1/24/91]*)
- 45 CFR Part 1321, Subparts A-D (*Grants to State and Community Programs on Aging*)
- Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, *et seq.*)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*; see 92-PI-32 [8/4/92])
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d *et. seq.*)
- Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e, *et seq.*)
- Equal Pay Act of 1963, as amended (29 U.S.C. 206)
- Hatch Act (5 U.S.C. 1501, *et seq.*)
- Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8601, *et seq.*)
- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, *Nondiscrimination*)
- Single Audit Act Amendments of 1996 (31 U.S.C. 7501, *et seq.*)
- Uniform Relocation and Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. 4601 *et seq.*)

Office of Management and Budget (OMB):

- OMB Circular A-95 (*Clearinghouse Review*)
- OMB Circular A-102 (*Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments*)
- OMB Circular A-133 (*Audits of State and Local Government and Non-*

Profit Organizations) Federal Executive Order 11246, as Amended by Executive Order 11375 (*Affirmative Action*); as Amended by Executive Order 12086 (*Consolidation of Compliance Functions*); and as Amended by Executive Order 13279 (*Equal 3 Protection for Faith-Based and Community Organizations.*)

- Executive Order 13166 (*Improving Access to Services for Persons with Limited English Proficiency*)
- HHS Grants Policy Statement

State Statutes, Regulations, and Policies:

- New York State Elder Law
- New York State Office for the Aging Rules and Regulations (*9 NYCRR Parts 6651, 6652, 6653, 6654, 6655 and 6656*)
- Executive Law, Article 15 (*State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors*)
- Executive Law, Article 7-A (*Registration and reporting provisions required of Charitable Organizations*)

All NYSOFA Program Instructions (<http://www.aaarin.ofa.state.ny.us/Issuances/Issuances.cfm?>)

a. Targeting. The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those not served and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

b. Language Access. The Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

c. Conformance with AAA Area Plan. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

d. Equal Access. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all Federal, State and Local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii)

determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Office Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and

improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring the Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the Federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Office that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated _____

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 201__.

Notary Public

Laura Curran
COUNTY EXECUTIVE



Carolyn McCummings, MPH, PhD
Commissioner

Jorge A. Martinez
Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging
60 Charles Lindbergh Boulevard Suite 260
Uniondale, New York 11553-3691
516-227-8900
FAX 516-227-8972
seniors@hhsnassaucountyny.us

Subrecipient Acknowledgment of Single Audit Responsibilities

As a subrecipient who is receiving federal funds through Nassau County under the contract mentioned below, it is expressly acknowledged that we have been notified of the following facts, pursuant to the Single Audit Act, as amended:

1. Contract Number	CQHS20	
2. CFDA Title	Special Programs for Aging Title III	
3. CFDA Number	93.044	
4. Award Name	Part B Supportive Services	
5. Award Year	1/1/20-12/31/20	
6. Federal Agency disbursing funds	US Dept of Health & Human Svcs	

We agree that federal funds will be administered in full compliance with all federal laws and regulations that have been promulgated under Office of Management and Budget (OMB) Circular A-133, and any amendments or revisions thereto, and we agree to fully cooperate with the Nassau County Department of Human Services, Office for the Aging (OFA) which is charged with monitoring our adherence to federal laws and regulations. We agree to have the necessary audits, allow full inspection of all of our books, records, and financial statements by either OFA representatives or Nassau County Comptroller representatives and to promptly develop and implement a plan of corrective action on any audit findings that pertain to our use of said funds.

Two copies of our annual financial statements, whether audited or unaudited, will be submitted to OFA within nine months after the close of this agency's fiscal year.

If \$500,000 or more in federal funds from all sources is expended in this fiscal year, a Single Audit will be completed. If more than \$25,000 but less than \$500,000 from all sources is expended, our financial statements will be audited and a limited scope test will be performed examining applicable compliance requirements.

Agency Name: City of Glen Cove
Officer's Name: _____
Officer's Title: _____
Signature: _____
Date: _____

Laura Curran
COUNTY EXECUTIVE



Carolyn McCummings, MPH, PhD
Commissioner
Jorge A. Martinez
Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging
60 Charles Lindbergh Boulevard Suite 260
Uniondale, New York 11553-3691
516-227-8900
FAX 516-227-8972
seniors@hhsnassaucountyny.us

Subrecipient Acknowledgment of Single Audit Responsibilities

As a subrecipient who is receiving federal funds through Nassau County under the contract mentioned below, it is expressly acknowledged that we have been notified of the following facts, pursuant to the Single Audit Act, as amended:

1. Contract Number	CQHS20	CQHS20
2. CFDA Title	Special Programs for Aging Title III	Nutrition Program for the Elderly
3. CFDA Number	93.045	93.053
4. Award Name	Part C Nutrition Services	Nutrition Services Incentive Program
5. Award Year	1/1/20-12/31/20	1/1/20-12/31/20
6. Federal Agency disbursing funds	US Dept of Health & Human Svcs	Administration on Aging

We agree that federal funds will be administered in full compliance with all federal laws and regulations that have been promulgated under Office of Management and Budget (OMB) Circular A-133, and any amendments or revisions thereto, and we agree to fully cooperate with the Nassau County Department of Human Services, Office for the Aging (OFA) which is charged with monitoring our adherence to federal laws and regulations. We agree to have the necessary audits, allow full inspection of all of our books, records, and financial statements by either OFA representatives or Nassau County Comptroller representatives and to promptly develop and implement a plan of corrective action on any audit findings that pertain to our use of said funds.

Two copies of our annual financial statements, whether audited or unaudited, will be submitted to OFA within nine months after the close of this agency's fiscal year.

If \$500,000 or more in federal funds from all sources is expended in this fiscal year, a Single Audit will be completed. If more than \$25,000 but less than \$500,000 from all sources is expended, our financial statements will be audited and a limited scope test will be performed examining applicable compliance requirements.

Agency Name: City of Glen Cove
Officer's Name: _____
Officer's Title: _____
Signature: _____
Date: _____



COUNTY OF NASSAU
DEPARTMENT OF SENIOR CITIZEN AFFAIRS
60 Charles Lindbergh Boulevard Suite 260
Uniondale, New York 11553-3691
516-227-8900
FAX 516-227-8972
seniors@hhsnassaucountyny.us

Subrecipient Acknowledgment of Single Audit Responsibilities

As a subrecipient who is receiving federal funds through Nassau County under the contract mentioned below, it is expressly acknowledged that we have been notified of the following facts, pursuant to the Single Audit Act, as amended:

1. Contract Number		
2. CFDA Title		
3. CFDA Number		
4. Award Name		
5. Award Year		
6. Federal Agency disbursing funds		

We agree that federal funds will be administered in full compliance with all federal laws and regulations that have been promulgated under Office of Management and Budget (OMB) Circular A-133, and any amendments or revisions thereto, and we agree to fully cooperate with the Nassau County Department of Senior Citizen Affairs (DSCA) which is charged with monitoring our adherence to federal laws and regulations. We agree to have the necessary audits, allow full inspection of all of our books, records, and financial statements by either DSCA representatives or Nassau County Comptroller representatives and to promptly develop and implement a plan of corrective action on any audit findings that pertain to our use of said funds.

Two copies of our annual financial statements, whether audited or unaudited, will be submitted to DSCA within nine months after the close of this agency's fiscal year.

If \$500,000 or more in federal funds from all sources is expended in this fiscal year, a Single Audit will be completed. If more than \$25,000 but less than \$500,000 from all sources is expended, our financial statements will be audited and a limited scope test will be performed examining applicable compliance requirements.

Agency Name: _____
Officer's Name: _____
Officer's Title: _____
Signature: _____
Date: _____



Nassau County Human Services Universal Budget Form

Contract # 0 Contract Period 1/1/20
Contractor Name: The City of Glen Cove
Program Name: Title IIIB, IIIC, IIIE 12/31/20

Original Date
Revision Date

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$330,357
1b	Fringe	\$0
1 Total	Personnel (Salary plus Fringe)	\$330,357
2	Consultant(s)	\$21,840
3	Travel / Per Diem / Transportation	\$0
4	Equipment	\$3,164
5	Supplies	\$7,064
6	Contractual Services	\$2,160
7	Rent	\$0
8	Utilities	\$1,080
9	Food Costs	\$128,810
	# of NSIP meals = <u>0</u>	\$0
10	Other Costs	\$2,048
11	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$496,522
12	Revenue, Income, Participant Contribution, Cost Share, Matches	\$114,000
	Participant Contributions = <u>\$114,000</u>	
	Cost Share = <u>\$0</u>	
	Net Budget Total (Lines 1 – 10 minus line 11)	\$382,522

Budget Modifications

Administrative Approval of Universal Budget Form:

Date: _____

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____

Original: _____

Amend: _____

Date _____

Program _____

Fiscal _____

CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9610

Program Name: Social Work Services

Prog. Contract #: 2020-SCSWS

2. IDENTITY OF
INDEPENDENT
CONTRACT

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Sherri Meagher

Type Entity: (x) Sole Proprietorship () Partnership () Corporation

Address: 47 Fenwick Street

City/State/Zip: Greenlawn, New York 11740

Business Telephone: (516)759-9610

License # & Exp. Date (if any): 083265-1 Exp 4/30/19

****W-9 form must be submitted with this contract for
payment to be furnished**

3. WORK TO BE PERFORMED
AGENCY desires that IC perform and IC agrees to perform the following work:

Social Worker Services; Mental Health Support, Caregiver Support, Home Assessment, and Referral Services for the Glen Cove Senior Center.
4. TERMS OF PAYMENT
AGENCY shall pay IC according to the following terms and conditions: IC shall be paid
\$ 1,911.00 One thousand nine hundred eleven dollars
Dates: Twice per month, for 12 months, January 1st, 2020 – December 31st, 2020
5. REIMBURSEMENT OF EXPENSES
AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES
Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES
Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS & COMPENSATION
Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT OWNERSHIP
Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.

11. TERM OF
AGREEMENT

This agreement shall become effective on January 1, 2020
and shall terminate on December 31, 2020

12. TERMINATION
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. TERMINATION
WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY
TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE
AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center

Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR (CONSULTANT)**

Sherri Meagher

Firm/Individual Name

Signature

Consultant
Title

Date

CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Adult Day Program

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 759-9610

Program Name: Social Work Services

Prog. Contract #: 2020-SCADPSWS

2. IDENTITY OF INDEPENDENT CONTRACT

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Sherri Meagher

Type Entity: (x) Sole Proprietorship () Partnership () Corporation

Address: 47 Fenwick Street

City/State/Zip: Greenlawn, New York 11740

Business Telephone: (516)759-9610

License # & Exp. Date (if any): 083265-1 Exp 4/30/19

****W-9 form must be submitted with this contract for
payment to be furnished**

3. WORK TO BE
PERFORMED

AGENCY desires that IC perform and IC agrees to perform
the following work:

Social Worker Services; Mental Health Support, Caregiver Support,
Home Assessment, and Referral Services for the Adult Day Program
of the Glen Cove Senior Center.

4. TERMS OF
PAYMENT

AGENCY shall pay IC according to the following terms
and conditions: IC shall be paid
\$ 910.00 Nine hundred ten dollars and zero cents

Dates: Twice per month, for 12 months, January 1st, 2020 – December 31st, 2020

5. REIMBURSE-
MENT OF
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or
incurred by IC unless otherwise agreed in writing.

6. EQUIPMENT,
TOOLS,
MATERIALS, OR
SUPPLIES

Glen Cove Senior Center will provide all equipment, tools,
materials and/or supplies to accomplish the work agreed to
be performed. Should IC wish to purchase "supplies", IC
must first obtain Glen Cove Senior Center prior written approval before it may be
a reimbursable expense. IC must maintain "supplies" in good working condition
through time of contract; failure may result in surcharges.

7. FEDERAL, STATE
AND LOCAL
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll
tax of any kind shall be withheld or paid by AGENCY on
behalf of IC or the employees of IC. IC shall not be treated
as an employee with respect to the services performed hereunder for federal or
state tax purposes.

8. FRINGE BENEFITS &
COMPEN-
SATION

Because IC is engaged in IC's own independent business, WORKER'S
IC is not eligible for and shall not participate in any
employer pension, health, or other fringe benefit plan of the
AGENCY. Likewise, no worker's compensation insurance shall be obtained by
AGENCY concerning IC or the employees of IC. IC shall comply with the
worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or
other information (collectively, the "Work Product") developed in whole or in
part by IC in connection with the Services shall be the exclusive property of
Agency. Upon request, IC shall sign all documents necessary to confirm or
perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.

11. TERM OF
AGREEMENT

This agreement shall become effective on January 1, 2020
and shall terminate on December 31, 2020

12. TERMINATION
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. TERMINATION
WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY
TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE
AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

***AGENCY:**

City of Glen Cove, Glen Cove Adult Day Program

Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR (CONSULTANT)**

Sherri Meagher

Firm/Individual Name

Signature

Consultant
Title

Date



EQUIPMENT FINANCE

Document Checklist

- ☐ **Tax-Exempt Lease/Purchase Agreement** – Execute signature block at the top of the first page of the Agreement.
- ☐ **Addendum to Tax-Exempt Lease/Purchase Agreement** – If required by Lessor, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution. The attester will execute the signature block below the Lessee's signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.
- ☐ **Property Schedule** – 1) If the transaction can be designated as a "bank qualified" transaction – one where Lessee reasonably anticipates not issuing more than \$10 million in tax-exempt obligations in a calendar year – **then you should initial the line under this section**; and 2) execute the signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.
- ☐ **Property Description – Exhibit A** – Execute signature block at the bottom of the page.
- ☐ **Amortization and Lease Payment Schedule – Exhibit B** – Execute signature block at the bottom of the page.
- ☐ **Certificate of Acceptance – Exhibit C** – 1) if billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the "ACCEPTANCE DATE" line; and 3) execute signature block at the bottom of the page.
- ☐ **Lessee's General and Incumbency Certificate – Exhibit D** – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.
- ☐ **Lessee's Counsel's Opinion – Exhibit E** – If required by Lessor, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.
- ☐ **Insurance Authorization and Verification** – To be filled out by Lessee and returned with the executed documents.
- ☐ **Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.
- ☐ **Form 8038-GC or G** – Blank form provided to Lessee. Please consult your local legal/bond counsel or tax consultant with questions.
- ☐ **Original Documents** – Lessor will require original documents, including original 8038 form, prior to funding.
- ☐ **Validation of Board Approval** – If required by Lessor, a copy of board minutes or board resolution should be provided showing approval of the contract.
- ☐ **Services and Supplies Rider** – If Lessee has requested that Lessor, as a convenience to Lessee, invoice Lessee for certain service and supply payments Lessee owes to Vendor, this document must be executed by Lessee in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.




Tax-Exempt Lease/Purchase Agreement

APPLICATION NO.
2580710

ACCEPTED BY LESSOR:

FULL LEGAL NAME		
U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")		
STREET ADDRESS		
1310 Madrid Street, Suite 101		
CITY	STATE	ZIP
Marshall	MN	56258
SIGNATURE	DATE	
PRINT NAME		
TITLE	TELEPHONE NUMBER	
	800-328-5371	

AGREED TO BY LESSEE:

FULL LEGAL NAME		
CITY OF GLEN COVE		
STREET ADDRESS		
1 BRIDGE ST		
CITY	STATE	ZIP
GLEN COVE	NY	11542
SIGNATURE	DATE	
		
PRINT NAME		
TITLE	TELEPHONE NUMBER	
	516-676-1000	

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease/Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall commence upon the commencement date of the Property Schedule and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement; (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement; (f) Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and

Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder without the necessity of providing notice to or obtaining the consent of Lessee; provided that Lessee shall have no obligation to make payments to any assignee unless and until Lessee has received notice of the name, address and tax identification number of the assignee. The initial Lessor or its assignee(s) shall maintain a register of all assignees of this Agreement. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers this Agreement, Lessor's assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Lessor's obligations. Lessee agrees that Lessor's assignee will not be subject to any claims, defenses, or offsets that Lessee may have against Lessor.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorney's fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.



APPLICATION NO.

2580710

EQUIPMENT FINANCE

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee.

1. Interpretation: The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Commencement Date: The Commencement Date of this Property Schedule is the date that Lessor pays Vendor for the Property.
3. Property Description: The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
4. Term and Payments: Lease Term and Lease Payments are per the attached Exhibit B Amortization and Lease Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Lease Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Certificate of Acceptance: Attached as Exhibit C, hereto.
6. Expiration: Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 2/19/20.
7. Property Cost: The total principal amount under this Property Schedule for the acquisition cost of the Property is \$195,585.40.
8. Lessee's General and Incumbency Certificate: Lessee has provided the Lessee's General and Incumbency Certificate in the form attached as Exhibit D, hereto.
9. Lessee's Counsel's Opinion: If required by Lessor, Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.
10. Private Activity Issue: Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").

Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".

Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
11. Bank Qualification: Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding \$10,000,000.

____ Lessee initial here, if Bank Qualification is applicable.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

U.S. Bank Equipment Finance

Lessor

Signature

Date

Print Name

Title

CITY OF GLEN COVE

Lessee

Signature

Date

Print Name

Title

Attest By Signature

Print Name

Title



APPLICATION NO.
2580710

Property Description

VENDOR MOTOROLA SOLUTIONS INC			
STREET ADDRESS 500 WEST MONROW 44 TH FL	CITY CHICAGO	STATE IL	ZIP 60661

[illegible]

LESSEE ACCEPTANCE

CITY OF GLEN COVE



NAME OF LESSEE

SIGNATURE

TITLE

DATED

**Exhibit B**APPLICATION NO.
2580710

EQUIPMENT FINANCE

Amortization and Lease Payment Schedule**Term:** 5 ANNUAL**Payment Structure:** ANNUAL**Interest Rate:** 3.89%

If the Lease Payment Dates are not defined in this Amortization and Lease Payment Schedule, the first Lease Payment shall be due one year after the Commencement Date and each subsequent Lease Payment shall be due annually thereafter.

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
Beginning Balance				195,585.40	
1	43,884.56	7,745.40	36,139.16	159,446.24	164,229.63
2	43,884.56	6,314.25	37,570.31	121,875.93	125,532.21
3	43,884.56	4,826.42	39,058.14	82,817.79	85,302.32
4	43,884.56	3,279.68	40,604.88	42,212.91	43,479.30
5	43,884.56	1,671.65	42,212.91	0	0.00
	219,422.80	23,837.40	195,585.40		0.00

This Amortization and Lease Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

LESSEE ACCEPTANCE

CITY OF GLEN COVE

NAME OF LESSEE

SIGNATURE

TITLE

DATED




EQUIPMENT FINANCE

Exhibit C

APPLICATION NO.
2580710

Certificate of Acceptance

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of _____  and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.
2. Billing Address. If billing address differs from the address listed on the Tax-Exempt Lease/Purchase Agreement please list below:

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date

CITY OF GLEN COVE

Lessee



Signature

Print Name

Title



EQUIPMENT FINANCE

Exhibit D

APPLICATION NO.
2580710

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____ between CITY OF GLEN COVE, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. If required by applicable law, Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Lease/Purchase Agreement (the "Agreement") by the undersigned.
2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.
4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

CITY OF GLEN COVE

X

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____ between CITY OF GLEN COVE, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor ("Agreement").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
X	X	X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate


Print Date that Above Person Signed this Certificate



APPLICATION NO.


2580710

EQUIPMENT FINANCE

Insurance Authorization and VerificationRe: Tax-Exempt Lease/Purchase Agreement dated as of _____  between Lessee and Lessor.

Lessor: U.S. Bank Equipment Finance
1310 Madrid Street, Ste. 101
Marshall, MN 56258

Lessee: CITY OF GLEN COVE
1 BRIDGE ST
GLEN COVE NY 11542

TO THE LESSEE: In connection with the above-referenced Tax-Exempt Lease/Purchase Agreement and the Property Schedule thereunder each dated _____  (the "Agreement"), Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:


LESSOR, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$195,585.40, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact U.S. Bank Equipment Finance at 800-328-5371.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

 NAME OF AGENCY		NAME OF AGENT		
STREET ADDRESS		CITY	STATE	ZIP
PHONE	FAX	E-MAIL		

LESSEE ACCEPTANCECITY OF GLEN COVE 

NAME OF LESSEE

SIGNATURE

TITLE

DATED

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 866-405-8329. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

AGENT ACCEPTANCE

NAME OF AGENCY

SIGNATURE

PRINT NAME

DATED

Insurable Value: \$195,585.40**ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.**

**Tax-Exempt Lease/Purchase Agreement**

AGREEMENT NO.

2580710

EQUIPMENT FINANCE

Addendum (New York)

THIS ADDENDUM, which is entered into as of _____ between U.S. Bank Equipment Finance ("Lessor") and CITY OF GLEN COVE ("Lessee"), is intended to modify and supplement the Property Schedule (the "Property Schedule") to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of _____ (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Notwithstanding anything to the contrary set forth in the Agreement, Lessor and Lessee hereby agree that they shall not cause or permit lease participation certificates in the Property Schedule to be issued except in accordance with Section 109-b of the New York General Municipal Law, and except with the express written approval of the governing body of Lessee.

2. In addition to the representations, warranties and covenants of Lessee set forth in the Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor that Lessee is not in violation of, and the execution and delivery of the Property Schedule will not cause Lessee to violate, the provisions of Section 104 of the New York Local Finance Law or Section 109-b(6)(c) of the New York General Municipal Law *[attach computation of test]*.

3. The following provision is hereby incorporated into the Agreement:

This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of this Agreement, and no liability on account hereof shall be incurred by Lessee beyond the amount of such monies. This Agreement is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the purposes of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

U.S. Bank Equipment Finance

Lessor

Signature

Print Name

Title

CITY OF GLEN COVE

Lessee

Signature

Title

Date

Attest By Signature

Print Name

Title

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ►	18		
19a	If bonds are TANs or RANs, check only box 19a			
b	If bonds are BANs, check only box 19b			
20	If bonds are in the form of a lease or installment sale, check box			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

<div style="display: flex; justify-content: space-between;"> Signature of issuer's authorized representative Date </div>	<div style="display: flex; justify-content: space-between;"> Type or print name and title </div>
--	---

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►			Firm's EIN ►	
Firm's address ►			Phone no.	

UPS CampusShip: View/Print Label

Ensure there are no other shipping or tracking labels attached to your package.

Fold the printed label at the solid line below.

Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

GETTING YOUR SHIPMENT TO UPS

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.

Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes.

To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

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1 OF 1

0.0 LBS LTR

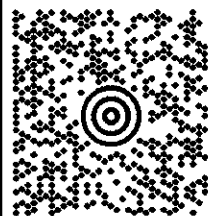
RS

COORDINATOR TEAM
800-828-8246
EQUIPMENT FINANCE
1310 MADRID ST
MARSHALL MN 562584099

SHIP TO:

COORDINATOR TEAM
EQUIPMENT FINANCE
1310 MADRID ST

MARSHALL MN 56258-4099



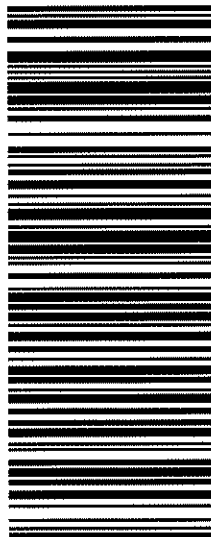
MN 562 1-01



UPS NEXT DAY AIR

1

TRACKING #: 1Z 065 27F 84 1765 7460



BILLING: P/P

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CITY OF GLEN COVE

HOUSING CHOICE VOUCHER PROGRAM

Administrative Plan

FISCAL YEAR 2020

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Selecting Applicants from the Waiting List

Selecting Applicants

- Families selected for participation in the Section 8 Program are taken from the Waiting List by local preference, starting with the earliest date on accepted preliminary applications. Priority is given to those families with a local preference using the preference system described later in this section so that no family without a local preference is selected before a family with a local preference, admissions of singles that are elderly, disabled, or displaced and families whose head or spouse is elderly or disabled have preference over admissions of singles that are not elderly disabled or displaced.
- When funding is available and assistance can be provided, families on the Waiting List are contacted in writing to inform them of the availability of funding and requested to complete a Tenant Information Form, Authorization Form, and a Citizenship Declaration Form and return the forms to the program office in the envelope provided within fourteen days. Families that do not respond to this letter are removed from the waiting list and given no further consideration. Letters returned as undeliverable because the family has moved and not left a forwarding address are treated the same as families that do not respond.
- Disabled applicants are not removed from the Waiting List until personal contact is made with the disabled person by a program manager to insure that a disabled person is not denied the opportunity to qualify for rental assistance solely due to their disability.
- Public Housing residents may apply when Section 8 list is open. Selections from the waiting list must result in compliance with income targeting requirements. Seventy-five percent of families who are initially leased up during the fiscal year must have incomes below thirty percent of area median (extremely low income) as published by HUD.
- Applicants must be at least 21 years of age and are required to produce a current criminal background check from Nassau County Police Department or other State / Federal Law Enforcement Agency. Applicants with felony drug convictions will not be able to participate in this program until at least three years from time of their release or conviction and the time they are called from the waiting list. Applicants convicted of child molestation will be barred from participation in this program.

Preferences

- Preference in assigning applicants to the waiting list will be based on the date and time of application.
- Preferences are ranked using a residency preference based on the City of Glen Cove residency preference area, defined as the City of Glen Cove where the Section 8 Program is authorized to operate a rental assistance program in accordance with the following system:

First Preference

Applicants who claim a residency preference based on a head of household or spouse who resides in the City of Glen Cove at the time of application.

Second Preference

Applicants claiming a disability and receive Social Security Disability or Supplemental Security Income benefits who resides in the City of Glen Cove at time of application.

Applicants claiming a classification as a victim of domestic violence that can be documented and who resides in the City of Glen Cove .

Third Preference

Applicants claiming a veterans or disabled preference without SSD or SSI benefits that live in the City of Glen Cove at the time of application.

Applicants claiming a homeless preference based on displacement by governmental action that resides in City of Glen Cove at the time of application.

Fourth Preference

Applicants claiming a family preference of two or more persons, not elderly, disabled or displaced that resides in the City of Glen Cove at the time of application.

Single Person

Single persons will be given equal preference with all other persons

- The City of Glen Cove does not exercise its discretionary power to assist non-preference families through local preferences, nor does it verify preferences as a requirement for placement on the waiting list. Verification of preferences is delayed until occupancy consideration.

Closing the Waiting List

- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the Glen Cove Community Development Agency for official notices, and in any weekly newspaper of general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix 1 of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove, and Department of Housing and Urban Development requirements.

Reopening the Waiting List

- When the City of Glen Cove opens or reopens its entire waiting list, or any part of its waiting list, public notice that families may apply for assistance will be placed in the daily newspaper used by the City of Glen Cove for Official notices, and in any weekly newspaper of general circulation.
- The public notice will state where and when to apply and state any limitations on who may apply for available slots in the program.
- Public notice will not be used as the primary vehicle used to attract special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.
- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the City of Glen Cove for official notices, and in any weekly newspaper or general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.

Single Waiting List

- A single waiting list is used for the voucher program. Additions to the waiting list are always accepted and the City of Glen Cove does not anticipate the need to suspend accepting or processing new preliminary applications or adding new applicants to the waiting list. However, should the need arise to close the waiting list, or any part of the waiting list, procedures already stated in this Administrative Plan will be followed.

Issuing or Denying Vouchers - Terms, Extensions and Suspensions

Issuing or Denying Vouchers

- As part of the selection process, families on the Waiting List are contacted and told that they will be awarded a voucher if their eligibility as stated in their preliminary application can be verified.

- Families that are income eligible, qualify as a family under this administrative plan, and are citizens or nationals of the United States, or eligible non-citizens, are given oral briefings and offered a certificate or voucher.
- Families must submit to or supply proof of a criminal background check for all family members who have reached the age of eighteen (18) years. This Agency prohibits admission to the program any applicant for three years from date of eviction if a household member has been evicted from federally assisted housing for drug-related criminal activity. This Agency also prohibits admission if any household member is currently engaging in illegal use of a drug. This Agency also prohibits admission if it determines that it has reasonable cause to believe that a household member's illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This Agency prohibits admission if an household member has ever been convicted of drug related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. This Agency enforces HUD mandatory prohibitions for any member of household is subject to a lifetime registration requirement under a State sex offender registration program. This Agency has established a three year period before the admission decision during which an applicant must not to have engaged in drug-related criminal activity: violent criminal activity: or other criminal activity which may threaten the health safety of the owner, property management staff or PHA staff.
- Families will be issued a Voucher, if one is available. Families may remain on the waiting list in their same chronological order while waiting for a Voucher. Families refusing assistance will be removed from the waiting list, and must reapply if they wish to obtain rental assistance in the future.
- Vouchers are issued until available funding is utilized. Projections of the number of each that may be issued is based on a financial projection model that Uses past program experience and Annual Contributions Contract Reserve to determine the number vouchers that may be issued over a five-year period, given available funding. The projection model is checked each quarter to determine if adjustments are required.
- Vouchers are issued based on family size or unit size if the unit they choose to occupy is smaller than subsidy standards stated elsewhere in this Administrative Plan. Families may be issued smaller Vouchers than size unit they would normally occupy, as long as the standard of two persons per living / sleeping area is not exceeded.
- Families may also choose to occupy larger units than indicated by the subsidy standards in this Administrative Plan only in emergency cases, and where there is no known abuse of housing subsidy such as unauthorized persons occupying said units, but the maximum subsidy will always be limited to the Fair Market Rent or Payment Standard applicable to the size unit approved by this Agency.

Terms

- Vouchers issued shall be valid for a period of 60 days. All families will be notified thirty days prior to the expiration of their Certificates or Voucher to determine if they have found a suitable unit, or if they require assistance in finding such a unit.

Extensions

- Extensions will be granted on Vouchers, not to exceed a total of an additional 60 days, if the family can demonstrate that it has actively attempted to find a suitable dwelling unit.
- Such demonstration shall include names and addresses of owners who have been contacted and reasons why potential dwelling units have been rejected. Unless such extensions have the effect of denying other families access to rental assistance, extensions will normally be granted until Voucher holders are able to secure suitable housing.
- Vouchers issued to persons with disabilities will automatically be extended at the holder's request to the full 120 day period allowable under HUD regulations.

Suspension

- The term of a voucher will be suspended from the time when the family submits a request to this agency for approval to lease a unit, until the time when this agency approves or denies the request, provided that each such suspension does not exceed thirty days. No more than three such suspensions will be authorized for a certificate or voucher holder, unless this agency finds extenuating circumstances warranting such suspension.

Special Purpose Funding

- Special purpose funding, funding for specified families, or a specified category of families issued by HUD will always

follow directives issued by HUD at the time funding is provided. If required and acceptable to this agency the contents of this Administrative Plan will be amended at the time special funding is provided.

Definition of a Family and Definition of Continuously Assisted

Definition of a Family

- The definition of family and the family's eligibility for assistance and placement on the waiting list is based on eligibility and occupancy criteria established by the U.S. Department of Housing and Urban Development as well as this agency's policies. Eligible families and individuals that may be placed on the Waiting List, in addition to meeting preliminary income and all other preliminary eligibility criteria, must be one of the following:

A disabled person or family whose head or spouse or sole member is disabled; A displaced person or family; A homeless person or family;

An elderly person or family whose head or spouse or sole member is at least sixty-two years of age;

Two or more persons sharing residency as a family irrespective of age; A single person of any age who is an expectant mother, or in the process of securing legal custody of a minor; A single person of any age.

- A **disabled person** is defined as a person who is under a disability as defined in section 223 of the Social Security Act, or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, or a disabled person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration, (2) substantially impedes his or her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions.
- A **displaced family** is a family that has been displaced by government action and is required to move by the Federal Government, a State Government, or a local government, or a family that is required to move due to a disaster that is declared or formally recognized by the Federal Government.
- A **homeless family** includes any individual or family who currently lives in substandard housing where substandard is defined as involving a unit that is:
 - a) Dilapidated and does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or has one or more critical defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure, or does not have operable indoor plumbing.
 - b) Does not have a usable flush toilet inside the unit for the exclusive use of a family
 - c) Does not have a usable bathtub or shower inside the unit for the exclusive use of a family
 - d) Does not have electricity, or has inadequate or unsafe electrical service, or
 - e) Does not have a safe or adequate source of heat, or
 - f) Should, but does not have a kitchen, or
 - g) Has been declared unfit for habitation by an agency or unit of government
 - h) A homeless family is also defined as a family that lacks a fixed, regular, and adequate nighttime residence and has a primary nighttime residence that is:

-a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), or

-an institution that provides a temporary residence for individuals intended to be institutionalized, or A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings

A homeless family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Continuously Assisted Family

- A family that has been continuously assisted under the 1937 Housing Act will be placed on the waiting list or assisted using the low-income limits published by the Department of Housing and Urban Development.
- A family will be considered continuously assisted if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program. If a continuously assisted family's assistance is temporarily interrupted for a period exceeding sixty days before changing programs and being admitted to the agency's program, such interruption will cause that family to lose their status as a continuously assisted family.
- A family continuously assisted can transfer their section 8 voucher to a remaining adult family member if that member is on the section 8 household, as a remaining household member.

Use and Occupancy of Unit

- The Family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- A family may-not add other adults to household not currently being assisted without permission of this Agency.
- When a family removes an adult member from their household this Agency will adjust the voucher size to match the new household composition.

Exceptions

- Exceptions for unassisted family members require a documented medical emergency which designate the assisted family as last resort housing. Court-awarded custody of a child / and or Foster child care and certified live-in aides.

Encouraging Participation by Owners of Suitable Units Located Outside Areas of Low Income or Minority Concentration

- Contact with owners, brokers, property managers, and associations of these groups encouraging participation by owners of suitable units located outside any areas of low income or minority concentration will initially be made through a community-wide information program.
- While there are significant low income or minority population concentrations within this housing agency's jurisdiction, there are income eligible minorities in the housing market area and special efforts will be required to attract these groups to the program and inform them of the availability of housing opportunities in areas outside of impacted areas.
- Paid advertisements and press releases, stressing the advantages to owners who participate in the program, will be placed in the daily newspaper used by this agency for official notices. and in any weekly newspaper of general circulation. Advertisements and press releases will appear at the start of the application period and throughout the program as required. Advertisements will also be placed in the classified sections of local newspapers, if necessary in an attempt to encourage more owners to participate in the program. All advertisements will comply with Advertising Guidelines for Fair Housing, of the Department of Housing and Urban Development.
- Press releases will be issued, at the start of the application period, and during the program as required, and distributed through the media list. Press releases will stress the advantages to owners who participate in the program, and will conform with Advertising Guidelines for Fair Housing of the Department of Housing and Urban Development.
- In order to interest owners in participating in the program, information concerning potential rehabilitation of existing units through lease-secured loans or rent increases will be provided and discussed with local banks, as necessary.
- This Agency does not pay real estate brokers fees or security deposits for any program participants.

Assisting a Family that Claims Illegal Discrimination has Prevented the Family from Leasing a Suitable Unit

- Assistance will be provided when a family alleges that illegal discrimination is preventing that family from finding a suitable unit. In such cases, families will be counseled on their rights, and where required, will be referred to appropriate local, county or state human rights organizations for additional assistance and resolution of the alleged discrimination.

- Applicants or participants claiming to have been subjected to discrimination because of race, color, religion, sex, disability, familial status, or national origin in search for housing, or in the housing they currently occupy will be asked to complete the Housing Discrimination Complaint Form and mail to the nearest HUD office. Assistance with completing the form and mailing it to the nearest HUD office will be provided by this agency.

A Statement of our Agency's Policy on Providing Information about a Family to Prospective Owners

- An agency administering Section 8 is not subject to federal Freedom of Information Act (FOIA) and Privacy Act requirements. The decision whether to release or deny release of program information generally rests in the discretion of the housing agency, subject to any restrictions under State or local law concerning disclosure of information obtained pursuant to the family's verification release or consent. A family's rental history concerning prior good standing as to timely tenant payments or problems such as damages is not privileged.

Disclosure of Certain Information Prohibited

- Information acquired by this agency or by an officer or employee of this Agency shall be for the exclusive use and information of this Agency in the discharge of its duties under NY Code- Section 159 and shall not be open to the public nor be used in any court in any action or proceeding pending therein unless this Agency is a party or complaining witness to such action or proceeding. This Agency requires a court order to release confidential personal information

Disapproval of Owners - Mandatory Denial

- This agency will not approve rental from the owner if so directed by HUD when the owner has been the subject of equal opportunity enforcement proceedings, as follows:
 - a) The Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending.
 - b) A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- In all cases of mandatory denial, this agency must be presented with appropriate documentation by HUD or another agency concerning disapproval of owner.

Discretionary Denial

- This agency may, on a case-by-case basis, deny or delay approval to lease a unit from an owner for any of the following grounds:
 - a) The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
 - b) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
 - c) The owner has engaged in drug-trafficking.
 - d) The owner has a history or practice of noncompliance with the HQS for units leased under the tenant- based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
 - e) The owner has a history or practice of renting units that fail to meet State or local housing codes The owner has not paid State or local real estate taxes, fines or assessments.

Subsidy Standards

- Applicants that are expected to meet the family eligibility and income requirements of the Section 8 Program are placed on the waiting list by preference, date, and time of application. Size of unit is established for each applicant according to the following occupancy standards:
 - a) Non-spousal adults are not placed in the same bedroom.
 - b) Minors of different sex are not placed in the same bedroom.
 - c) Two minors of same sex are placed in same bedroom.

- d) Documented single expectant mothers expecting their first child are given one bedroom vouchers. Mothers may request two bedroom vouchers after infancy, which would be issued contingent upon budgetary restrictions.
- e) Persons securing legal custody of a minor or minors are provided with additional bedrooms to house the minor or minors.
- f) Bedrooms are provided for required care persons.
- g) Elderly or non-elderly couples with medical documentation are given two bedrooms.
- h) Single persons who are either age 62 or older, disabled, or displaced are always assigned one bedroom or smaller units.

Family Absence from the Dwelling Unit

- A family may be absent, meaning that no member of the family is residing in the unit, from its assisted unit for brief periods, but the family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason. If a family is evicted for gross violation of the lease agreement, the family must satisfy any court ordered judgments before continuation of HAP assistance. If these obligations are not met and the family is unplaced for 180 days, the Voucher will expire and return to this Agency for reissue to families on the waiting list.
- Housing assistance payments will terminate if the family is absent for longer than the maximum period of 180 consecutive, and the HAP contract and assisted lease also terminate at that time.
- The assisted family must cooperate with this agency and supply any information or certification requested to verify that the family is residing in the unit, or relating to family absence from the unit.
- Assisted families must promptly notify this agency of any planned absence from the unit exceeding 30 consecutive days and supply any information requested by this agency on the purposes of such family absences. Absences exceeding 30 days that are not reported or not consistent with the policies of the Section 8 program may lead to termination of assistance.
- Visitors are limited to a maximum of thirty consecutive days. Visitors exceeding that time limit will be considered members of the tenant family and cause the tenant family to be recertified.

How to Determine Who Remains in the Program if a Family Breaks Up

- If the adult members of an assisted family separate, this agency will assign the assistance to an eligible family member as follows:
 - a) Assistance will remain with family members remaining in the original assisted unit if no minor children are members of the assisted family, the member of family remaining in the unit is not guilty of any violent criminal activity or drug abuse activity, and the member of the family remaining assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - b) Assistance will remain with the family member caring for minor children, an elderly person, or disabled family member if the member of family remaining in the unit is not guilty of any violent Criminal activity or drug abuse activity, and the member of the family remaining in the assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - c) Family members forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household will be given first consideration in assigning assistance.
 - d) If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, this agency will be bound by the court's determination of which family members continue to receive assistance in the program.

Informal Review Procedures for Applicants and Participants

- Appeals arising out of actions and determinations made through this agency's Section 8 Program will be adjudicated under informal review procedures for applicants. Informal meetings for applicants that have been denied a preference,

informal review procedures for applicants who have been denied assistance because they lack eligible non-citizen status, and under informal hearing procedures for participants. Applicants and participants are given prompt written notice of an action or determination by this agency that is subject to appeal, a brief statement of the reasons for the action or determination, provided with instructions on how to initiate an appeal, and given a time limit for initiating an appeal.

Timing for Informal Reviews, Hearings, and Meetings

- Informal reviews, informal meetings, and informal hearings must be requested by affected parties within ten days of the receipt of the notification of the action or determination reached by this agency, except that informal hearings related to non-citizens must be requested by affected parties within fourteen days of the receipt of the notification of the action or determination reached by this agency. Upon request of the affected party, this deadline may be extended for an additional ten days. No extensions will be allowed after the second ten-day or fourteen-day period.
- Requested informal reviews, informal meetings, and informal hearings will be conducted within ten days of the request of the affected applicant or tenant, subject to the availability of said applicant or tenant, and a decision rendered in writing within ten days following the conclusion of the review or hearing. Each of these deadlines may be extended an additional ten days if required.

Conducting Informal Reviews, Hearings, and Meetings

- Informal reviews and informal meetings will be conducted by any staff person or persons designated by this agency, other than a person who made or approved the decision under review or a subordinate of such person. At their own expense, applicants may be represented by a lawyer or other representative. The person who conducts the review or meeting will regulate the conduct of the review in accordance with this agency's review procedures. This agency and the applicant will be given the opportunity to present evidence, and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- Informal hearings will be conducted by a professional arbitrator designated and compensated by this agency. At their own expense, participants may be represented by a lawyer or other representative. The person who conducts the hearing will regulate the conduct of the hearing in accordance with this agency's hearing procedures. This agency and the participant will be given the opportunity to present evidence, and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Granting of Informal Reviews, Hearings, and Meetings

- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal review to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) Determination of a family's gross income for purposes of qualifying that family for placement on the waiting list.
 - b) Determination of a family's placement on the waiting list and bedroom size.
 - c) Determination to disqualify or remove a family from the waiting list for any reason.
- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal meeting to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) A determination of denial of a federal preference related to eviction as a result of a drug-related crime. A determination of denial of a federal preference that cannot be verified.
 - b) Applicants wishing to participate in Section 8 Program will be given an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the case of ineligible non-citizens that have failed INS primary and secondary verification procedures.
- Participants in the Section 8 Program will be given an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:

- a) A determination of the amount of the Total Tenant Payment or Tenant Rent (not including determination of this agency's schedule of Utility Allowances for Families in this agency's Section 8 program).
- b) A decision to deny or terminate assistance on behalf of the participant.
- c) A determination that a participant family has a Voucher for a larger number of bedrooms than appropriate under this agency's standards, and this agency's determination to deny the family's request for an exception from the standards.
- d) In the case of an assisted family that wants to move to another dwelling unit with continued participation in this agency's program, a determination of the number of bedrooms entered on the Certificate or Voucher under the standards established by this agency.

Denial of Informal Reviews, Hearings, and Meetings

- An opportunity for an informal review will not be offered in the following cases:
 - a) To review discretionary administrative determinations by this agency, or to consider general policy issues or class grievances.
 - b) To review the selection and offering assistance to a family from the waiting list.
 - c) To review this agency's determination that a unit does not comply with this agency's housing quality standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe and sanitary housing, including all services, maintenance and utilities required under the lease, or that the contract unit is not decent, safe and sanitary because of an increase in family size or change in family composition.
 - d) To review a decision by this agency to exercise any remedy against the Owner under an outstanding Contract, including the termination of housing assistance payment to the owner.
 - e) To review this agency's decision not to approve a family's request for an extension of the term of the certificate or voucher issued to an assisted family that wants to move to another dwelling unit with continued participation in this agency's Section 8 program.

Final Decision in Informal Reviews, Hearings, and Meetings

- The person who conducts the informal review, meeting, or hearing will issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the applicant or participant shall be based on the evidence presented at the review, meeting, or hearing.
- A copy of the decision will be furnished to the participant, this agency will not be bound by an informal review, meeting, or hearing decision concerning a matter not requiring an opportunity for an informal review, meeting, or hearing, or contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or local law.
- If this agency determines that it is not bound by a decision, this Agency shall promptly notify the participant of the determination, and of the reasons for the determination.

Special Policies Concerning Special Housing Types in the Program

- This Agency has adopted no special policies concerning special housing, types in the program since no special housing types are in its program.

Policies Concerning Payments by a Family to our Agency of Amounts the Family Owes our Agency

- Families owing this agency any amounts for any reason such as unreported income will be required to repay, and sign an agreement to periodic (monthly) or in full repayment. Families must satisfy the full amount owed before being allowed to move to a new unit or submit a new Request for Lease Approval in this agency's Section 8 program.
- Families not meeting the agreed too periodic repayments for any period in excess of thirty days will have their assistance terminated and be prohibited from participating in this agency's program until full reimbursement has been made.
- Families owing this agency any amounts for any reason will not be able to use Portability to port out to any other agency

until all unpaid amounts have been satisfied.

- Families repaying this agency must make payments to CDA\Section 8 fiscal officer by or before the first of each month prior to release of HAP payments.
- Repayment periods may not exceed 12 months.

Policies Concerning Termination of Assistance without a Review or Hearing Required

- This Agency may deny or terminate assistance, at its discretion and at any time, if any participant or member of the family engages in any illegal activity in violation of, 24 Code of Federal Regulations Part 982, State, Local or municipal laws.

Policies Concerning Assistance to Non-citizens

- Section 214 of the Housing and Community Development Act of 1980, as amended, generally prohibits HUD from providing housing assistance to aliens unless they meet certain residency qualifications.

Eligibility of Non-citizens

To be eligible for housing assistance, non-citizens must fall into one of the following categories:

- a) Lawfully admitted for permanent residence;
- b) Lawfully admitted for temporary resident status as special agricultural workers;
- c) Granted refugee or asylum status or granted conditional entry because of persecution or fear of persecution on account of race, religion or political opinion, or because of being uprooted by national calamity;
- d) Granted parole status by the attorney general;
- e) Lawfully present because the attorney general withheld deportation because of a threat to life or freedom;
- f) Granted amnesty for temporary or permanent residence.

Policies Concerning Minimum Rent

- The Minimum Rent Policy pertains to families with no income. The minimum tenant's share of rent for all participants in this Agency's rental assistance program is \$50.00 per month. Exceptions for the minimum payment of rent may be made due to extenuating circumstances at the discretion of the Agency.

Minimum Rent Hardship Exceptions

- Lost eligibility / awaiting determination for Federal, State or Local Assistance Programs except TANF payments due to failure of participants to fulfill public assistance requirement and would be evicted as a result of requirement.
- Lost of employment due to circumstances beyond participants control (laid-off).

Portability

- Program rules allow a family to gain admission to the voucher program in one area and then use that assistance to lease a unit in another area.
- An assisted family may lease a unit anywhere in the jurisdiction of the PHA issuing the certificate or voucher (the initial PHA). Also, the family generally may use the voucher to lease a unit in the same state as the initial PHA, in the same metropolitan statistical area (MSA) as the initial PHA but in a different state, in an (MSA) adjacent to the (MSA) of the initial PHA but in a different state, or in the jurisdiction of a PHA anywhere in the country that is administering a tenant-based program. However, if neither the head of household nor spouse resided in the jurisdiction of the initial PHA when applying for assistance, the family has no right to lease a unit outside of the initial PHA's jurisdiction for twelve months, though it may go outside of the jurisdiction with the approval of the initial PHA and the PHA in the area to which the family is moving (the receiving PHA).

- The family must meet the income requirements for the area in which it initially leases a unit. If the family moves to another area and transfers between the certificate and voucher programs, it must be income-eligible for the new program in the area where it leases an assisted unit. No re-determination of income eligibility is required after a move if the family remains in the same program.

Portability Procedures

- The portability procedures for the tenant-based assistance program provide for a sharing of responsibilities between the initial and receiving PHA. The initial PHA will be responsible for determining whether the family is income-eligible for the area where the family wants to lease a unit. The initial PHA must tell the family how to contact and request assistance from the receiving PHA, and the initial PHA must notify the receiving PHA to expect the family.

Tenant's Right to Move

- An assisted family may move to a new unit if the family is in good standing with this Agency (not owing any monies to landlord or Agency), the assisted lease for the old unit has terminated; the owner has given the tenant a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family; or the family has given notice of termination of the lease.
- A family may move one or more times with continued assistance, either within the jurisdiction of the initial PHA or to the jurisdiction of another PHA. A PHA may establish policies that prohibit any move during the first year of assisted tenancy or more than one move by a family during any one-year period. These policies may apply both to moves within the PHA's jurisdiction and to moves outside of that jurisdiction.

Administration by Initial PHA

- The initial PHA must administer assistance for a moving family if the unit to be leased is located within the same state, the same PHA, or an adjacent PHA and no other PHA with a tenant-based assistance program has jurisdiction over the area. To allow the initial PHA to continue to administer the assistance in areas outside of its jurisdiction, federal law and regulations on portability preempt any jurisdictional limits under state and local law. The initial PHA may use another PHA, a private management entity, or another contractor or agent to help administer assistance outside of its jurisdiction.

Administration by Receiving PHA

- When a family moves outside of the jurisdiction of the initial PHA, the receiving PHA must issue a certificate or voucher to the family if it operates a tenant-based assistance program. If there is more than one such PHA with jurisdiction in the area to which the family is moving, the initial PHA may choose the receiving PHA.
- The receiving PHA generally has the option of issuing the family either a certificate or voucher. However, if the family initially received a certificate or voucher and is ineligible for admission to the other program in the receiving area, the receiving PHA must continue assistance under the same program if it is administering such a program.
- The receiving PHA must determine the appropriate family unit size for the incoming family. The term of the certificate or voucher issued to the family may not expire before the expiration date of any voucher or certificate issued by the initial PHA, and the receiving PHA will determine whether to extend the term. The family must submit a request for lease approval to the receiving PHA during the term of the certificate or voucher issued by that PHA.
- The receiving PHA will perform all program administrative functions, such as reexaminations of income and family composition. Either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance.

Billing

- The receiving PHA may absorb the incoming family into its tenant-based assistance program, using funds under its consolidated ACC. or it may bill the initial PHA for housing assistance payments and administrative fees. HUD may transfer funding for the incoming family to the receiving PHA from the initial PHA's ACC., provide additional funding to the initial or receiving PHA, or require the receiving PHA to absorb the incoming family.

Reasonable Rent

- This Agency has adopted a policy that a rent reasonable document will be included in the tenant file for each subsidized unit. The form will document the gross and comparable rents for that unit. Owners requesting increases at recertification

must meet all Housing Quality Standards for contract renewal.

- Owners requesting increases over the Payment Standard must provide tenants with amenities that take into consideration the location, size, type, quality, and age of the unit as well as other services, maintenance and utilities provided by the owner.
- This Agency will maintain a rent log taken from local newspapers on a quarterly basis showing the rents requested by local realty agents and private rental units advertised for rent.
- Landlords are requested to note comparable rents they would have in multi-family units.
- Owners with one unit can be compared to local listing for similar units found in local advertisements for rent.

Housing Quality Standards

- This Agency will inspect all new units before any contracts will be issued.
- All section 8 units will be inspected at least once each year before the annual recertification date, units may also be inspected for special and supervisory purposes.
- All units must pass a general health and safety review as outlined in our HUD or Happy Software inspection booklets.
- Failed inspections will lead to HAP abatement until all necessary repairs are made.
- Landlords with a history of failing units and non-responsive attention can be barred from future program participation.
- Tenants in failing units with non-responsive land lords will be required to relocate to suitable units that will pass inspection.
- Non-responsive land lords will not receive abated HAP payments if tenants are forced to move due to failing status of unit.

Homeownership option

- This Agency does not offer homeownership option all families interested in this program are referred to Nassau County consistent with Consolidated Plan as required by HUD as an Reasonable Accommodation for Disabled participants currently receiving assistance.
- Homeownership assistance may be used to purchase existing housing, not to purchase a unit under construction or a unit with a Section 8 project-based subsidy.
- Homeownership assistance may be used to purchase any Public Housing conversions, offering private ownership to eligible low income families. There is a mandatory employment provision for interested families.
- Section 8 Program participants will also be eligible for rental assistance at any Public Housing conversions to private ownership.

Policies Concerning Upfront Income Verification (UIV) (EIV) (TASS) / System PHA Security Procedures

- The City of Glen Cove has incorporated the (EIV) security procedures version 1.2 January 2005.

This Agency will safeguard (EIV) system data:

- Program staff with access to (EIV) system have user ID and Passwords.
- The user ID identifies the PHA and tenant information that the user is authorized to access.
- Passwords are encrypted, and the password file is protected from unauthorized access.
- Program staff will shield or bar unauthorized persons from viewing documents containing private data.
- This Agency has locked outer office doors and locked metal file cabinets, and secure computer and equipment areas.

- There is restricted use of printers, copiers and facsimile machines, etc.
- This Agency will determine who shall have access to (EIV) system data, and maintain a record of all users who have approved access, including the date the access was granted and the date access was terminated.
- All (EIV) data will be shredded as soon as it has served its purpose.
- Reviews will be conducted periodically to determine if users still have a valid need to access the (EIV) data.
- All access rights are modified or revoked as appropriate.
- This Agency will maintain a key control log to track the inventory of keys available for secure buildings and file cabinets, the number of keys issued and to whom the keys are issued.
- This Agency uses (EIV) tools to obtain all household income for program participants.
- This Agency will use (EIV) data and other third party means to establish income, any discrepancy will be investigated to verify income.
- This Agency will make all determinations as to (EIV) system data, tenant supplied documentation and third party verifications to establish household income.
- This Agency will require all unreported income to be repaid in full or through additional TTP increase over a specified period of time to repay the debt.
- This Agency will require all program participants to sign a repayment agreement; failure to repay or agree to sign a repayment agreement will result in termination and/or criminal charges relating to fraud.
- This Agency will safeguard all tenant data from casual view or interception, any staff members who fail to protect documents or access to computer screens will be given written warning to be placed in their personnel file, a second instance could lead to further disciplinary action including suspension or termination of employment with this Agency.
- This Agency will address any breach of security that's results in criminal use of EIV data by contacting the Nassau County District Attorneys Office or HUD inspector General Office for prosecution.

Policies Concerning Assistance to Disaster-Affected Families for Voucher Programs

- This Agency may use existing vouchers to assist either displaced public housing or voucher participants affected by federally declared disasters.
- The families of federally declared disasters who are Section 8 voucher holders or public housing residents in another jurisdiction will receive preference over the other waiting list place holders.
- New applicants to public housing and voucher programs must meet the Federally declared disaster preference and be income eligible.
- This Agency will not issue vouchers above our existing voucher resources or allocation.

Policies Concerning Tenant Responsibility

- Families are responsible to find suitable housing that is appropriate to their voucher size whenever possible. Any fees associated in securing this housing is the tenant's responsibility and is not reimbursable.
- Families must comply with terms and conditions of the Tenancy Addendum for Section 8 tenant Based Assistance as well as specific term of your lease with your landlord if applicable.
- Tenant portion of rent is due the first of each month not to exceed the first week of each month.
- Report any requests for "side payments to this office immediately any side agreements may be viewed by this Agency as

fraud by all parties involved.

- Report all deficiencies or problems associated with housing unit to landlord in writing with a copy to this Agency.
- All utilities must be in tenants name unless the owner has a service contract for oil that requires the owner to maintain the bill in the owner's name; a receipt from the owner to the tenant will be acceptable. Water bills also may be in owners name to keep from having liens placed on the property a receipt from the owner to tenant for paid water bills is acceptable.
- Families must cooperate with the recertification process, failure to report all household income, including child support, disability or unemployment, may result in loss of your housing subsidy or repayment to this Agency of 30% of all unreported gross income.
- This Agency requires complete copies of all tax returns filed by any members of your household.
- Please note that persons claimed on your returns must be authorized members of your household. Exceptions as noted in the tax codes, no exceptions for individuals receiving federal subsidy in other subsidized households.
- Criminal background checks are required for all persons 18 years of age or older that are added to the household or who have been arrested in the household during the annual recertification period. These fees are reimbursable.
- Families are required to permit scheduled inspections of the entire dwelling unit.
- Families receiving housing subsidy cannot offer housing to anyone not on their authorized household. No unauthorized individuals may reside in your unit, any visits of more 30 days are considered to be a violation of the Tenancy Addendum and could result in termination proceedings.
- Illegal drug or criminal activity is strictly prohibited and will result in termination of your assistance. Please note that the head of household will be held responsible for any criminal activity by any household member or guest. The head of household is held responsible to be aware of any criminal activity in the subsidized unit.
- Provide your landlord with at least a 30-day written notice of your desire to move with a copy to the Section 8 office.
- This Agency will not issue a new HAP contract on your behalf unless you have paid all sums TTP due your landlord.

Policies Concerning the Process for Establishing and Revising Payment Standards

- This Agency uses a Payment Standard that is equal to 100 percent of the Fair Market Rent.
- This Agency reserves the right to increase the Payment Standard to 110 percent of Fair Market Rent. The use of the higher Payment Standard is based on Rent Reasonableness and/or other special amenities such as location, size, type, quality or distinctions such as single family homes, handicap access, etc.
- Any increase in the Payment Standard above 110 percent can only be obtained from the HUD Regional Office.
- Families seeking Payment Standards above 110 percent must fulfill the requirements as set forth by HUD Regional Office.
- This Agency will determine the size of the unit to which a family is eligible.
- The Fair Market Rent and the Payment Standard are adjusted by the number of bedrooms in the unit, with higher payments allowed for each additional bedroom. The family has the option to pay additional rent above the amount of the Payment Standard up to 40 percent of gross family income at initial lease-up, with the approval of this Housing Agency.
- This Agency has the authority to refuse to allow a tenant to rent a unit if the rent is considered too high even though the tenant is willing to paying the excess rent.
- Families are prohibited from entering into any agreements with landlords to pay additional money for rent (side payments) not approved by this Agency as a part of the housing contract. Collusion to defraud could result in termination and/or criminal charges to all parties involved.

Process for Recertification

- Recertification notices are sent out 90 days prior to annual renewal date.
- Families are required each year to recertify with this Agency and to submit all documentation requested in order to comply with HUD regulations.
- Current is defined as what is actual income or loss at present, the time frame of documents should be within 6 months of date of action, or within calendar year for things that do not change.
- Documentation of all current income sources in your household, three (3) current consecutive pay stubs.
- Families must provide documentation of all child support payments, petitions or letters of arrears.
- Families must provide copies of tax returns each year. Families must file tax returns if required by law.
- Families must provide copies of all utility bills which they pay. They are required to be in the name of the head of household to receive a utility allowance except as noted to oil and water under certain circumstances, were receipts are accepted due issues of service contracts and property leases.
- Families must provide proof of college enrollment, if applicable to any member of your household. Income from full time students is not counted as household income. Income from household members in the military is also excluded.
- Families may provide statements covering 50 weeks of child care cost maximum of \$5000 for each child up to the age 13 if parents are working or in school.
- All household members over eighteen (18) years of age must show documentation as their status as a student or all income if working, if not working must document all attempts to work and or any medical reasons why they are unable to work. Parents may make periodic declarative statements as to the inability of their child to find employment and what methods are being used to find employment.
- Heads of households who are elderly or disabled may submit proof of medical costs which they paid and for which they are not reimbursed.
- This Agency will verify all income using third party verification, EIV, The Work Number and other data bases.

Policies Concerning Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA)

- This Agency would give anyone on our waiting list a first priority for voucher issuance that has been determined to be a victim of domestic violence. As a member of the Nassau County Consortium with Consolidated Plans, any inquiries from outside our waiting list would be referred to Nassau County.
- This Agency has worked with Nassau County and New York City Housing Agencies in finding available housing units and absorbing domestic violence victims into our program.
- This Agency is also a member of the Inter Agency Council of Glen Cove, whose primary mission is to provide mutual support among community agencies to direct families and individuals to services such as the Emergency Hot Line for Domestic violence.

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Glen Cove CDA\ Section8

NY121

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)**

Name of Authorized Official

Title

Timothy Tenke

Mayor

Signature

Date

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Timothy Tenke, the Mayor
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Glen Cove CDA\ Section 8 Program
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

Nassau County
Local Jurisdiction Name
pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

The Glen Cove CDA\ Section8 Program uses the Nassau Suffolk FY 2020 Fair Market Rents for
Existing Housing. FY 2020 Nassau Suffolk Income Limits and Allowance for Tenant- Furnished
Utilities and Other Services.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Timothy Tenke	Mayor
Signature	Date

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or 2020 Annual PHA Plan for the PHA fiscal year beginning 3/31/2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Glen Cove CDA\Section8 _____ NY121 _____
 PHA Name PHA Number/HA Code

☒ Annual PHA Plan for Fiscal Year 2020 _____

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Timothy Tenke	Mayor
Signature	Date