

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing
Office

6A

**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\Housing Choice Voucher Program
PHA Name

NY121

PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2022

5-Year PHA Plan for Fiscal Years 2020 - 2025

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

Pamela D. Panzenbeck

Title

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, Pamela D. Panzenbeck, 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 2022 Fair Market Rents for
Existing Housing. FY 2022 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

Pamela D. Panzenbeck

Signature

Title

Mayor

Date

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\Housing Choice Voucher Program

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

Pamela D. Panzenbeck

Title

Mayor

Signature

Date

CITY OF GLEN COVE

HOUSING CHOICE VOUCHER PROGRAM

Administrative Plan

FISCAL YEAR 2022

TABLE OF CONTENTS

Resolution Adopting Plan

	PAGE
Certification	
Selecting Applicants from the Waiting List, Preferences, Closing and Reopening the Waiting List, Type of List	
Selecting Applicants.....	1
Preferences.....	1
Closing the Waiting List.....	2
Reopening the Waiting List.....	2
Single Waiting List.....	2
Issuing or Denying Vouchers	2-3
Terms, Extensions and Suspensions	
Issuing or Denying Vouchers.....	3
Terms, Extensions and Suspension	3-4
Special Purpose Funding	3-4
Definition of a Family and Definition of Continuously Assisted Family.....	4
Encouraging Participation by Owners of Suitable Units Located Outside Areas of Low Income or Minority Concentration Use and Occupancy of unit.....	5
Assisting a Family that Claims Illegal Discrimination Has Prevented the Family from Leasing a Suitable Unit	5-6

A Statement of Our Agency's Policy on Providing Information About a Family to Prospective Owners.....	6
Disclosure of certain information prohibited.....	6
Disapproval of Owners.....	6
Mandatory Denial.....	6
Discretionary Denial	6
Subsidy Standards	6-7
Family Absence From the Dwelling Unit.....	7
How to Determine Who Remains in the Program if a Family Breaks Up	7
Informal Review Procedures for Applicants and Participants Timing for Informal Reviews, Hearings and Meetings.....	8
Conducting Informal Reviews, Hearings and Meetings.....	8
Granting of Informal Reviews, Hearings and Meetings	8-9
Denial of Informal Reviews, Hearings and Meetings	9
Final Decision in Informal Reviews, Hearings and Meetings	9
Special Policies Concerning Special Housing Types in the Program.....	9
Policies Concerning Payment by a Family to Our Agency of Amounts the Family Owes Our Agency	9-10
Policies Concerning Denial and or Termination of Assistance.....	10
Policies Concerning Assistance to Non-citizens	10
Policies Concerning Minimum Rent.....	10
Policies Concerning Portability	10-11

Policies Concerning Reasonable Rent.....	11
Policies Concerning Homeownership	12
Policies Concerning Tenant Responsibility.....	13-14
Policies Concerning Upfront Income Verification	12-13
Policies Concerning Assistance to Disaster-Affected Families.....	13
Process for Establishing and Revising Payment Standards.....	14
Process for Recertification.....	15
Policies concerning Violence Against Women Act.....	15

Selecting Applicants from the Waiting List

The Glen Cove Housing Choice Voucher Program serves a community of approximately 27,000 residents. However, the need for affordable housing in the community is great and the demand for the program is high.

Eligibility for a housing voucher is determined by the Glen Cove Housing Choice Voucher Program based on the total annual gross income and family size and is limited to US citizens and specified categories of:

Non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or the metropolitan area in which the family chooses to live. By law, The Glen Cove Housing Choice Voucher Program must provide 75 percent of its voucher to applicants whose incomes do not exceed 30 percent of the area median income. Median income levels are published by HUD. Glen Cove Housing Choice Voucher Program can provide you with the income limits for Nassau County and family size.

During the application process, the Glen Cove Housing Choice Voucher Program will collect information on family income, assets, and family composition. The Glen Cove Housing Choice Voucher Program will verify this information with other local agencies, your employer and bank, and will use the information to determine program eligibility and the amount of the housing assistance payment.

If the Glen Cove Housing Choice Voucher Program determines that your family is eligible, the Glen Cove Housing Choice Voucher Program will put your name on a waiting list, unless it is able to assist you immediately. Once your name is reached on the waiting list, the Glen Cove Housing Choice Voucher Program will contact you and issue to you a housing voucher.

Local preferences and waiting list:

Since the demand for housing assistance often exceeds the limited resources available to HUD and the local housing agencies, long waiting periods are common. In fact, the Glen Cove Housing Choice Voucher Program may close its waiting list when it has more families on the list than can be assisted in the near future.

The Glen Cove Housing Choice Voucher Program has established local preferences for selecting applicants from its waiting list. The Glen Cove Housing Choice Voucher local preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of the applicant family.

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 and/or lottery.
- Preferences are ranked using a residency preference based on the City of Glen Cove and/or Nassau County residency preference area, defined as the City of Glen Cove and/or Nassau County 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 or works in the City of Glen Cove and/or Nassau County at the time of application.*

Second Preference

- *Applicants claiming a disability and receive Social Security Disability or Supplemental Security Income benefits, or Elderly (62 years or older) who resides or works in the City of Glen Cove and/or Nassau County at time of application.*
- Applicants claiming a classification as a victim of domestic violence, dating violence, sexual assault, or stalking, that can be documented and who resides or works in the City of Glen Cove and/or Nassau County.

Third Preference

- Applicants claiming a veterans or disabled preference without SSD or SSI benefits that live and/or works in the City of Glen Cove and/or Nassau County at the time of application.
- Applicants claiming a homeless preference based on displacement by governmental action that resides or works in the City of Glen Cove and/or Nassau County at the time of application.

Fourth Preference

- Applicants claiming a family preference of two or more persons, not elderly, disabled or displaced and not leasing in place that resides or works in the City of Glen Cove and/or Nassau County 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.
- Restrictions on Student Eligibility: Eligibility of Students for Assisted Housing under Section 8 of the U.S. Housing Act of 1937. Section 327 requires that if an individual is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for assistance under section 8 of the United States Housing Act of 1937 (section 8 assistance), or the student's parents are, individually or jointly, ineligible for assistance, no section 8 assistance can be provided to the student.
- 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 tile 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, where receipts are accepted due issues of service contracts and property liens.
- 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.

Procedures Concerning Limited English Proficient (LEP) Requirements

- The City Council adopted a Title VI Plan for the City of Glen Cove on June 26, 2018 that included a four-factor LEP analysis as follows that is followed by the Section 8 Housing Choice Voucher Program for its LEP constituents.
 - The HCV Program staff analyze annually via a four prong process:
 - a) The number or proportion of people with limited English proficiency in the service area who may be served by the City of Glen Cove.
 - b) The frequency with which people with limited English proficiency come in contact with City of Glen Cove services.
 - c) The nature and importance of services provided by the City of Glen Cove to the LEP population.
 - d) The interpretation services available to the City of Glen Cove and overall cost to provide LEP assistance.
- It should be noted that since the adoption of the LEP Plan, in addition to on-site translation services by bilingual staff, the Agency has added a Google Translate icon on its website to translate documents posted on-line into a multitude of languages as well as purchased a translating device that allows staff conversation to be translated into a multitude of languages and vice versa if a non-English speaking constituent is in need of translation/communication services not readily available in-house.

The GCCDA HCV Program Takes "Affirmative Measures" to Ensure Equal Opportunity and Affirmatively Further Fair Housing

Glen Cove Housing Choice Voucher Program takes the following affirmative measures to ensure equal opportunity and affirmatively further fair housing:

When a participant or applicant reports that they have been discriminated against by a landlord or a real-estate agent, The Agency will follow any one or more of the following procedures:

- Inform them to fill out the HUD Form 903 Online Complaint. (see attached) Visit on-line form: https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint
- Refer them to report the incident to Nassau County Division of human rights or to the Long Island Housing Services. (See attached) Visit on line: <https://www.nassaucountyny.gov/414/Human-Rights-Commission>
- Handout a Fair Housing Rights Guide for Long Island pamphlet (supplied by Long Island Housing Services, Inc. (See attached)
- Refer them to Nassau, Suffolk Law Services. (See attached) Visit on line: <https://www.nslawservices.org/>
- Agency will contact landlords and rental agents on behalf of tenant complaints to get an understanding of complaint and remedy. This could include the banning of landlord participation and or filing complaint to HUD inspector general.
- HUD Fair Housing Resources that can be found in further detail on the following website: <https://www.hud.gov/fairhousing>
- City of Glen Cove Fair Housing Policy and Procedure to file a grievance that can be found in further detail on the City's website as follows: <https://glencoveny.gov/ordinances-resolutions/>

Westar Construction Group Inc.

6800 Jericho Turnpike
Suite 120W
Syosset, NY 11791



Estimate

Date	Estimate #
2/11/2022	1309

Name / Address
City of Glen Cove 9 Glen Street Glen Cove, NY 11543 Attn: Rocco Graziose

			Project
Description	Qty	Rate	Total
RE: Cove Animal Rescue - Construction of Dog Run & Kennel 40 Shore Road, Glen Cove, NY 11542			
Scope of Work:			
1. Furnish and install all required labor and material to perform all work as per Drawing No's A-1, A-2, A-3, A-4, dated 4/14/2021 and Revision dated 4/22/2021, as prepared by Archangels Inc., and Project Manual & Specifications			
2. Included in this proposal is all General Construction work, Electrical, Plumbing, HVAC, Site Work and Drainage			
Proposal is based on ESBOCES Contract #2019-023-0222 Second Extension May 1, 2021- April 30, 2022			
All Labor to be at NYS Prevailing Wage Rates Certified Payroll Reports Included			
Material:			
1. All Material & Rentals		24,700.00	24,700.00
2. Electrical Subcontractor		3,500.00	3,500.00
3. Plumbing Subcontractor		8,000.00	8,000.00
4. HVAC Subcontractor		5,000.00	5,000.00
Material Mark Up 5%		2,060.00	2,060.00
		Total	

Phone #
(516) 342-1766

E-mail
WestarConstructionGroup@gmail.com

Westar Construction Group Inc.

6800 Jericho Turnpike
Suite 120W
Syosset, NY 11791

Estimate

Date	Estimate #
2/11/2022	1309

Name / Address
City of Glen Cove 9 Glen Street Glen Cove, NY 11543 Attn: Rocco Graziose

			Project
Description	Qty	Rate	Total
Labor:	530	122.00	64,660.00
Exclusions: 1. Overtime, weekend, holiday work 2. Engineer stamped drawings 3. Building permits and/ or associated fee's 4. Building inspections 5. Payment, Performance, Maintenance Bond 6. Sales tax			
Total			\$107,920.00

Phone #
(516) 342-1766

E-mail
WestarConstructionGroup@gmail.com



11 Grace Avenue, Suite 308
Great Neck, New York 11021
Phone: (516) 487-9815
Email: rtortora@capmark.org

To: Hon. Pamela Panzenbeck, Mayor
Michael Piccirillo, Controller
City of Glen Cove
From: Richard Tortora
Margaret Guarino
Re: Strategic Consulting Services Proposal – American Rescue Plan
Date: February 3, 2022

6D

Following the City's request, CMA has revised its proposal to provide ongoing strategic consulting services to the City of Glen Cove, New York (the "City"), as requested by City officials, by CMA's Strategic Consulting Group ("SCG") in connection with the City's receipt of funding under the American Recovery Plan Act ("ARPA").

AMERICAN RESCUE PLAN STRATEGIC PLANNING AND CONSULTING SERVICES

Statement of Work. In connection with ARPA, the City has been designated as a Non-Entitlement Unity and anticipates an allocation of Federal relief aid through the State in the amount of approximately \$2.98 million to offset the various economic and financial effects associated with the COVID-19 Pandemic. With respect to such aid, the SCG will act in the capacity as the City's Strategic Advisor providing strategic research, analysis, management guidance and implementation support, *as requested by City officials*, in the areas noted below:

1. *Project Management.* Assist in the development and facilitation of a Strategic ARPA Working Group:
 - a. Prepare project team management plan;
 - b. Coordinate, facilitate and participate in recurring Working Group meetings;
 - c. Prepare and distribute meeting agendas;
 - d. Distribute advice and/or information to the project team, as appropriate; and
 - e. Prepare performance and/or status reports
2. *ARPA Analysis and Research.* Provide strategic research and analysis and general support relating to the guidelines and parameters of ARPA funds:
 - a. Investigate ARPA program requirements, process, constraints, reporting, funding schedule and all other applicable factors;
 - b. Evaluate the City's ability and capability to meet identified ARPA parameters;
 - c. Identify risks that may prevent funding;
 - d. Assist in the development of accountability and reporting mechanisms;
 - e. Assist the City in summarizing costs for presentation to Federal Government;
 - f. Work with City to resolve disputes as they arise, if any; and

- g. Provide technical specialized assistance as requested by the City for other types of grant, aid or related assistance programs, such as the New York State Financial Restructuring Board
3. *Written Spend Plan.* Prepare a comprehensive written Strategic Analysis to evaluate and determine eligible and best use of ARPA funds, including but not limited to:
- a. Vision statement;
 - b. Short-term and long-term objectives and goals;
 - c. Previously identified ARPA rules, constraints, parameters, reporting requirements and reimbursement schedule;
 - d. Environmental factors, including but not limited to, community needs and resources, essential workers, impacted citizens and commercial entities, property value trends, intergovernmental constraints, infrastructure (water, sewer, broadband), unfunded liabilities, pending claims and litigation;
 - e. Organizational factors, including but not limited to, management practices, departmental structures and internal policies and procedures;
 - f. Evaluate, as appropriate, historic and current financial and economic conditions, including but not limited to revenues, expenditures, fund balance and the corresponding fiscal and economic impact of the COVID-19 pandemic;
 - g. Project cash flow requirements;
 - h. Strategies, initiatives and recommendations based on the City's vision.
 - i. Quantification of the short-term and long-term estimated impact of spending decisions; and
 - j. Performance measures to assess progression
4. *Public Engagement and Education.* Develop a process that will encourage an active, transparent and open flow of information between the City and the broader community of stakeholders (including residents, businesses and non-profit organizations), which includes both report-outs to the public and regular, accessible means for the public and stakeholders to engage with, inform and be informed by the planning process.
5. *Compliance and Reporting.* Assist in implementing, monitoring, and ensuring the overall effectiveness of selected initiatives.
- a. Develop mechanisms for monitoring the effectiveness initiatives;
 - b. Assist the City to ensure accountability and compliance with reporting requirements;
 - c. Develop financial and operational policies and/or procedures, as deemed applicable and appropriate;
 - d. Participate in and be prepared to facilitate ongoing meetings of the Strategic ARPA Working Group;
 - e. Develop and distribute recurring progress reports;
 - f. Advise the City on problem areas and develop solutions/resolutions expeditiously for decisions by the City during the course of the engagement; and
 - g. Assist in responding to any adverse results, if any

6. As appropriate and necessary, additional ad hoc strategic ARPA projects.

COMPENSATION

In consideration for the proposed services rendered under this agreement, CMA would invoice the City at an hourly rate of two hundred and twenty five (\$225) dollars, billable monthly. In addition to the above noted fee, CMA would seek reimbursement, at its cost, for its out-of-pocket expenses including overnight delivery, printing and postage of its report(s).

ARPA Funding. *ARPA funds can be utilized to pay all, or a portion of, the costs associated with this engagement.*

COMMENCING THIS ENGAGEMENT

Please evidence your agreement to the terms of this agreement by signing below and returning a copy of this agreement to me at my office in Great Neck at your earliest convenience. The US Securities and Exchange Commission requires that CMA have signed, current agreements on file for each of our engagements. The SCG would commence its work on this project immediately

Reviewed and agreed to this _____ of _____, 2022.

Capital Markets Advisors, LLC

City of Glen Cove, New York

Richard Tortora

Richard Tortora
President

Pamela Panzenbeck
Mayor, City of Glen Cove



H2M Standard Terms & Conditions

6E

Client **City of Glen Cove**
Site **9 Glen Street, Glen Cove, New York 11542**
Services **Preparation of 2021 Annual Water Quality Report**

Client's Rep. **Louis Saulino, P.E.**
Phone/E-Mail **lsaulino@cityofglencoveny.org**

H2M's Rep. **Joseph J. Todaro, P.E.**
Phone/E-Mail **jtodaro@h2m.com**

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes nor implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination.

7. Definitions (additional definitions indicated by quotes in context).

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "Party" and are collectively the "Parties" to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed "Scope of Services" set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

9.2.3. Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. Pollution Liability coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. Professional Liability coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "H2M Indemnitees" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.


9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	City of Glen Cove
Signature	
By: Name	
Title	
Date	

H2M	H2M architects + engineers (New York)
Signature	
By: Name	Joseph J. Todaro, P.E.
Title	Vice President
Date	1/25/2022



1-888-926-2766

Start Date: 02/02/22

Rep Name:

Rep Phone:

6F

BEVERAGE SERVICE AGREEMENT

C2346889

Account #

City of Glen Cove - The Youth Bureau

Account Name

9 Glen Street Glen Cove NY 11542

Billing Address

128B Glen Street

Shipping Address

Glen Cove NY 11542

City State Zip

Yelena Quiles

Contact Name

Room #

Floor #

516-676-2108

Tele #

Ext#

Fax #

Number of Employees

EQUIPMENT:

Quantity	Stock	Description (Include # of thermoses/glass pots)	Rental Fee, Lease Terms, or Purchase Price
1	TPLBPO1SHS	Oasis™ Atlantis Water Cooler, Hot/Cold, White, 38 11/16"	\$0.78 (Rockland County BID 18-094)

Customer agrees to purchase all product used in association with the equipment listed above from W.B. Mason, including; coffee, sweeteners, creamers, cocoas, teas, cups, napkins, cutlery, plates and paper towels.

In consideration of the equipment provided, customer agrees to the coffee pricing and minimum monthly purchase as described below.

COFFEE PRICING:

Description	Price	Minimum Monthly Purchase
BLZ-H2O5G	\$2.39 (Rockland County BID 18-094)	4+

Coffee prices may fluctuate with market.

DEMO

☐

Brewers installed for demonstration purposes may remain at a customer's location for up to five (5) days at no charge. After that, brewers will be invoiced subject to the terms outlined in the Beverage Service Agreement. In the event that there are no agreed upon terms, brewers will be charged at a list-price rental.

RENTAL

☒

W.B. Mason agrees to provide the equipment in this Beverage Service Agreement for a monthly rental fee listed above plus sales tax. At the end of the initial period, this agreement will automatically renew for successive 1-year periods unless written notice is received from the customer 30 days prior to expiration for the agreement.

LEASE-PURCHASE

☐

W.B. Mason agrees to provide the equipment in the Beverage Service Agreement for the terms listed above. Customer will be billed for the first month, last month, and a one-month security deposit upon receipt of equipment. Upon completion of the purchase period, ownership of the above mentioned equipment shall transfer to the customer.

SALE

☐

W.B. Mason agrees to provide the equipment listed in this Beverage Service Agreement, as listed above, plus installation and sales tax. W.B. Mason will provide warranty service for all equipment subject to the terms of the specific manufacturer warranty. W.B. Mason acknowledges no additional warranties.

WAIVER OF LIABILITY-W.B. MASON—LIMITED WARRANTY—Although under this Agreement W.B. Mason is providing the Customer with the equipment listed in this Beverage Service Agreement and is agreeing to perform certain installation and deinstallation services, perform filter changes on equipment on a scheduled basis, conduct preventative maintenance and repairs as necessary on a needed basis, the Customer hereby acknowledges, confirms and agrees:

Limited Warranty-Rental Agreement. WB Mason is not the manufacturer of any of the products being provided by W.B. Mason to the Customer under this Beverage Service Agreement, including without limitation, coffee brewers, coffee equipment, water coolers, filters, and any and all equipment to be utilized by W.B. Mason when performing any preventative maintenance and repairs hereunder and therefore, W.B. Mason cannot make and is not making any representations or warranties of any kind, nature or description to the Customer relative thereto or in connection therewith, provided however W.B. Mason will, to the extent that it is able to do so, pass through to Customer any manufacturer's warranty (if any) covering the any products or services in lieu of any other express or implied warranties from W.B. Supplier with respect to the products and/or services. WB Mason reserves the right to apply and/or change a rental fee on any equipment provided after the initial year of the agreement.

Waiver of Liability-W.B. Mason--Water Damage. That (a) it is the policy of WB Mason to install equipment only with the available water lines provided by or to the customer;(b) having coffee brewers, coffee equipment and/water coolers in Customers facility including offices can cause and result in from time to time, in unintentional water leaks, water seepage, accidental discharges or overflows, and other deteriorating conditions, sudden accidents and/or events, resulting in physical damages to the Customers facility including offices and/or location (collectively "*Water Damages*") (c) the Customer acknowledges that having coffee brewers, coffee equipment and water coolers located in Customers facility offices and/or location involves the risk of the Customer incurring or suffering *Water Damages* as a result thereof and that W.B. Mason does not assure nor make any representation to Customer that *Water Damages* will not take place at the Customers facility, offices and/or location or to its contents pursuant thereto; (d) that Customer hereby represents it is willing to accept all such risk and to protect W.B. Mason from all such claims for *Water Damages* that may be made either by Customer or by others. Therefore, except in instances where it is determined that any such *Water Damages* at the Customers facility offices or location, results from, or is caused by, W.B. Mason's gross negligence or willful misconduct, (i) Customer hereby releases W.B. Mason, its servants, agents and employees from any and all claims for *Water Damages* that the Customer may suffer or sustain now or in the future as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (ii) Customer agrees that neither the Customer nor its agents, servants or employees will make a claim, sue or otherwise assert rights against W.B. Mason, its servants, agents or employees relative to or in connection with any *Water Damages* are incurred or alleged to have been incurred or sustained by the Customer as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iii) that Customer agrees to defend and hold harmless W.B. Mason, its servants, agents or employees from all claims, suits, judgements, damages losses, and expenses including reasonable legal fees and costs, arising directly or indirectly, in whole or in part, from any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iv) that W.B. Mason shall not be responsible or liable to the Customer, or its affiliates, agents, shareholders, members, partners, directors, officers or employees for any *Water Damages* of any kind, nature or description directly or indirectly suffered, claimed, or incurred by Customer pursuant to and in connection with this Beverage Service Agreement, including without limitation and all losses, claims, demands, suits, or actions, any judgements for damages on account of or by reason of bodily injury, including death, any damage to property and from all costs and expenses incurred in connection with any such claim for *Water Damages*, including without limitation attorney's fees and disbursements caused by or directly or indirectly arising out, or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement. In the event the equipment provided by W.B. Mason to the Customer is a pressure type, the Customer agrees to shut off all water at the valves leading to pressure cooler/equipment whenever the Customer leaves its facility, office and/or location unattended.

Indemnification and Hold Harmless. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless W.B. Mason, its affiliates shareholders, members, partners, directors, officers, agents servants, employee and agents from and all losses, damages (including without limitation or restriction *Water Damages* as defined above) claims, demands, suits, or action (collectively a "*Claim*") or judgments for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such *Claim*, including without limitation, attorneys fees and disbursements caused by or directly or indirectly arising out of or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement, including" (a) any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; (b) the failure of W.B. Mason failure provide products, complete any work or perform any services required to be done by W.B. Mason hereunder (c) the negligent or wrongful conduct of W.B. Mason or any of its subcontractors relative to any products provided by W.B. Mason to the Customer hereunder any work done, or services performed by W.B. Mason for the Customer during the term of this Agreement including W.B. Mason or any subcontractors respective agents, servants or employees (d) W.B. Mason failure to comply with any applicable law rules or regulation or permit in connection with any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; but excepting from the foregoing to the extent any such *Claim* or breach or violation is caused by or results from any gross negligence or intentional misconduct by W.B. Mason and (e) any *Claim* or judgment for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such *Claim*, caused directly or indirectly from act, omission, negligence or conduct of the Customer hereunder or any breach by Customer of any representation, warranty covenant or obligation made by Customer to W.B. Mason under this Beverage Service Agreement. Except as otherwise provided herein, the Customer shall at its own cost and expense defend any such Claim which may be asserted or commenced against W.B. Mason by reason of or in connection with of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers indemnity and hold harmless obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement.

Commercial General Liability Insurance. The Customer agrees to secure and keep in full force and effect throughout the term of this Beverage Services Agreement commercial general liability insurance including contractual liability (to specifically include coverage for the Damage Caused by Water and the Indemnification and Hold Harmless articles set forth above in this Beverage Service Agreement, Products and Completed Operations Liability Broad Form Property Coverage, written a on an occurrence form with combined bodily injury and property damages limits of liability of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

W.B. Mason Branch Manager (Signature)

Print Name

Ben Johnston
Ben Johnston

Digitally signed by Ben Johnston
DN: cn=Ben Johnston, o=W.B. Mason Co, ou=Sales,
email=ben.johnston@wbmason.com, c=US
W.B. Mason Account Executive (Signature) 2021.09.08 16:32:30 -0400

Print Name

Customer (Signature)

Print Name

OCS Specialist (Signature)

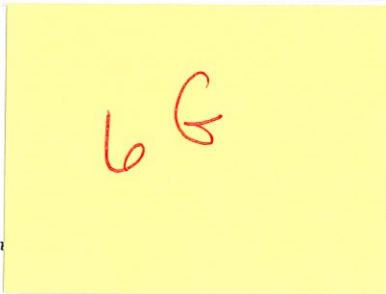
Print Name

Sales Representative:

Customer Service Representative:



Prepared By: Jake Nystrom



Renewal Schedule A

Prepared For: City of Glen Cove Emergency Medical Services

Pricing Valid Through: 03/05/22

Term: 24 Months

Annual Incidents: 2,900

HealthEMS Subscription Fees - ePCR ONLY

HealthEMS Components	Total
ePCR	\$ 532
Fire	\$ -
RevNet	\$ -
Total Subscribed Monthly Fees	\$ 532
Net Monthly Subscription	\$ 532

Period	Monthly	Annual
Year 1	\$ 532	\$ 6,384
Year 2	\$ 559	\$ 6,708
Total Subscription Fees		\$ 13,092

Optional Extension Transaction Fees

Description	UM	Price
HealthEMS SanFax Transaction Fees	Page	\$0.06
<i>Minimum fee is \$50/month</i>		

One-Time Activation Fee - ePCR ONLY

Includes System setup and configuration	Fees Waived
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The undersigned agrees to pricing terms identified above. This Schedule A forms part of the Subscription Agreement and pricing is based on acceptance of the standard Subscription Agreement. Professional Services for Training & Implementation will be provided under separate proposal.

Please provide a company issued Purchase Order that includes the Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing address:

Account name

Address

City

State

Zip code

Accounts payable contact information

Name

Email

Authorized customer signature

Name

Title

Sansio Authorized Signature

Name

Title

Shipping address:

☐ Same as billing

Account name

Address

City

State

Zip code

Contact phone number

Customer is tax exempt:

☐ Yes

☐ No

Signature

Date

Signature

Start Date of Plan



Professional Services Engagement

City of Glen Cove Emergency Medical Services
Proposal Expires: 03/05/22

Training Package - Standard ePCR
Training package not included in renewal.

Professional Services Fee Schedule ¹⁾				
Description	UP	UM	Qty	Extended
Professional Services: Web-Based <i>Std Rate \$200 /Hour</i>		Hour	24	\$ -
Professional Services: OnSite (Customer Location)	\$ 2,495	Day	0	\$ -
OnSite Travel Expenses - Air <i>2 Days of Consulting, 1 Staff Member</i>	\$ 2,560	Trip	0	\$ -
Total Consulting Fees (estimated)				\$ -

¹⁾ Fees are estimated; actual charges will be billed based upon hours consumed during engagement. Sansio will notify and obtain approval from customer for any costs in excess of 10% of proposed amounts.

Please refer to Subscription Agreement for payment terms and conditions; sign below to indicate acceptance of engagement.

Customer

Authorized Customer Signature / Date

Printed Name / Title

Sansio

Authorized Signature

6H

Client Name ("Customer"): **City of Glen Cove EMS- Ins**

525873

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment \$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.75
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.75
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.75
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.75

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone \$4.50
 - 1Solution Dual Handset IP Phone \$12.50

- (c) Panasonic® Cordless Phone with Dual Handsets\$10.50
- PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.
- 1Solution Analog Dual Handset Phone\$60.00
- 1Solution Dual Handset IP Phone\$150.00
- Panasonic Cordless Phone with Dual Handsets\$85.00
- Panasonic Headset.....\$25.00
- Handsets.....\$10.00
- Handset Splitters (price per unit)\$6.00
- Wall Splitters (price per unit)\$6.00

2. LANGUAGELINE INSIGHT VIDEO INTERPRETING

2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

2.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION**.....Waived
- ☐ Monthly Service Fee applied per Client Identification ("CID") service account based on the total number of activated devices:
- Up to 10 Activated Devices\$30.00/month
- Up to 100 Activated Devices\$75.00/month
- 101+ Activated Devices.....\$200.00/month
- OR**
- ☐ One-time Activation Fee applied per Customer for unlimited activated devices.....\$2,500.00/one-time fee
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	\$1.99

Language Tiers	Languages	Per Minute Charge
2	Spanish	\$1.25
3	Other Spoken Languages	\$1.35

2.3. INSIGHT VIDEO INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase ("Customer-Owned") and lease ("LanguageLine-Owned") options are available for the equipment identified below for use with InSight Services (collectively, the "Equipment"). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- LanguageLine-Owned: Leased by the Customer from LanguageLine
Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.
Customer-Owned: Purchased by the Customer from LanguageLine.
- (b) **INSIGHT EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine ("LanguageLine-Owned").
- iPad and Interpreter on Wheels® Stand.....\$75.00/month
iPad and Table Top Stand.....\$45.00/month
- (c) **INSIGHT EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement ("Customer-Owned"). Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased Equipment is covered by the following replacement warranties from the manufacturers: (i) iPads: 1-year; (ii) Interpreter on Wheels® Stands: 3 years standard warranty, plus an additional 2 years on all mechanical items except wheels and charging components; and (iii) Table Top Stands: 1-year. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.
- 32GB 8th Generation iPad (10.2-inch, Wi-Fi Only) w/ Screen Protector (Model: MYLA2LL/A or MYLA2VC/A)\$425.00
128GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (Model: MY2J2LL/A)\$1,250.00
9.7-inch Screen Protector (Model: SP-AGF-APL-IDP9-2).....\$15.00
10.2-inch Screen Protector (Model: SP-AGF-APL-ID2019-2).....\$15.00
12.9-inch Screen Protector (Model: AWW144GL)\$40.00
Interpreter on Wheels® Stand with 10.2-inch LanguageLine TrueSound® (Model: 185-01050)\$995.00
Table Top Stand with Enclosure (Models: 303W75-LL/185-00671, 303W75-LL/185-01065, 303W299PSENW-LL or 303W290SENW-LL)\$275.00
Table Top Stand without Enclosure (Models: 303W-LL or 303W75-LL).....\$145.00
TrueSound® Audio Amplification Enclosure, 9.7-inch or 10.2-inch (Models: 185-00597 or 185-0999).....\$195.00
12.9-inch Non-TrueSound iPad Enclosure (Models: 290SENW-LL or 299PSENW-LL)\$130.00

2.4. ADDITIONAL TERMS AND CONDITIONS FOR INSIGHT VIDEO INTERPRETING

- (a) **TERMS REGARDING SOFTWARE APPLICATION.** The InSight video interpretation Services (the "Services") are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the "App"). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Section 3.4(h) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Section 3.4(i) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii)

- purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.
- (b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, Notepad™, InSight, and Interpreter on Wheels trademarks (collectively, the "Trademarks"), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the "LanguageLine Properties"). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine's rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
- (c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App's electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call's completion.
- (d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
- (e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
- (f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
- (g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the InSight App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound® patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps).
- (h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive

Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the InSight® App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled "on" at all times, with "Always Allow Location Access" selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.

- (i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

3. OTHER FEES

- 3.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 3.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer\$1.75
- 3.3. OPTIONAL CUSTOMIZATIONS**
- (a) Report configuration per hour\$250
 - (b) Report maintenance per month\$30
 - (c) Training assistance on site per day per training\$500
 - (d) Training materials development per hour\$179

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:

Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Multi-Jurisdictional Chief Elected Officials Agreement

Request for Designation of

Local Workforce Development Area:

Oyster Bay-North Hempstead-Glen Cove

6 I

The Supervisor of The Town of Oyster Bay, the Supervisor of the Town of North Hempstead, and the Mayor of the City of Glen Cove, acting on their authority as the Chief Elected Officials, enter into this agreement in accordance with the Workforce Innovation and Opportunity Act (herein referred to as WIOA) §107 [c] [1] [B]. The Supervisor of The Town of Oyster Bay, the Supervisor of the Town of North Hempstead, and the Mayor of the City of Glen Cove are Chief Elected Officials, as defined in WIOA § 3 [9], and enter into this agreement to organize and implement activities pursuant to WIOA and as proposed by the Governor of the State of New York for the purpose of administering WIOA in the Town of Oyster Bay, the Town of North Hempstead and the City of Glen Cove.

Part 1- Designation of the Chief Elected Official

The Supervisor of the Town of Oyster Bay shall be designated as the Chief Elected Official for purposes of administering WIOA and for entering into and implementing agreements in accordance with that Act.

Part 2 - Designation of Grant Recipient and Local Governmental Grant Sub recipient / Incorporated Fiscal Agent

1. The Chief Elected Officials recognize they are jointly responsible for WIOA Funds and agree to the appointment of the Supervisor of the Town of Oyster Bay as the Grant Recipient who bears the fiduciary responsibility for these funds with the New York State Department of Labor.
2. The Grant Recipient designates the Department of Intergovernmental Affairs' Division of Employment and Training to be the local grant sub recipient/fiscal agent to assist the Grant Recipient with the administration of the grant funds.
3. The local grant sub recipient/fiscal agent shall disburse such funds for grant activities at the direction of the Local Workforce Development Board (LWDB.)
4. The Chief Elected Officials agree that the designated local governmental grant sub recipient/fiscal agent has reliable internal controls for financial management and disbursement of funds.
5. The name of the area is the "Oyster Bay-North Hempstead-Glen Cove Workforce Development Area. "

Part 3- Composition of and Designation of Workforce Development Board

1. The Supervisor of the Town of Oyster Bay will establish and appoint a Workforce Development Board (LWDB) to assist and carry out provisions of WIOA §§107 (a) &(b). Subject to the requirements of Section 2 of Part 3 below, the Supervisor of the Town of Oyster Bay, prior to making appointments to the LWDB, shall solicit recommendations for appointments from the Chief Elected Officials of the LWDA. The Supervisor of the Town of Oyster Bay shall appoint those members as have been recommended by the Chief Elected Officials.
2. Every effort will be made to balance the selection geographically throughout the Oyster Bay-North Hempstead-Glen Cove Workforce Development Area as well as balance the selection of large and small business, and other related factors to as accurately as possible reflect the landscape of the Oyster Bay-North Hempstead-Glen Cove Workforce Investment Area.
3. Modification of membership may be completed at any time by the LWDB once established subject to the confirmation and concurrence of the Supervisor of the Town of Oyster Bay, as set forth in Part 1 above.
4. With the exception of the annual regional meeting of the three Long Island LWDBs, the location of meetings of the LWDB shall be rotated among the Town of Oyster Bay, the Town of North Hempstead and the City of Glen Cove.

Part 4 -Designation of One Stop Services and other responsibilities

1. As required by Section 121 (a) of WIOA, the Supervisor of the Town of Oyster Bay, in cooperation with the Workforce Development Board, shall develop, administer, and approve the appropriate Memoranda of Understanding in establishing no less than one facility known as Comprehensive One Stop Center in the Oyster Bay-North Hempstead-Glen Cove Workforce Investment Area.
2. The Supervisor of the Town of Oyster Bay shall also:
 - Review and approve the 4-year local plan developed by LWDB, as required by WIOA § 108(a);
 - Review and approve actions taken by the board to designate One Stop Operators as required by WIOA § 121 (d) (1);
 - Review and approve monitoring activities by the LWDB as required by WIOA § 121
 - Review and approve the budget of the LWDB, as required by WIOA § 107(d)(12)(A); and
 - Negotiate and reach agreement on local performance accountability measures with the LWDB and the Governor as required under WIOA § 107(d)(9).

Part 5 - Duration Modification Settlement and Rescission of Agreement

1. This Agreement becomes effective upon the concurrent acceptance by the municipalities with the authorized signature of the Chief Elected Officials of each municipality.

2. This Agreement may only be modified or amended in writing with the mutual consent of all the municipalities as evidenced by the authorized signatures of the Chief Elected Officials.
3. Non-concurrence between the municipalities shall be resolved as expeditiously as possible. Representatives of the municipalities shall meet and confer with one another to resolve issues of non-concurrence. If concurrence cannot be reached within a reasonable amount of time, steps shall be taken towards resolution through the State.
4. This Agreement (including any subsequent amendments) shall stay in effect until such time as: 1) federal or State authority ceases for the Oyster Bay-North Hempstead-Glen Cove Workforce Development Area to serve as the local implementation means for job training programs or 2) any party acts to rescind this Agreement. Formal action seeking rescission must be taken at least six months prior to the conclusion of the program year. The effective date of the rescission would then be the close of that program year.

TOWN OF OYSTER BAY

Supervisor Date

TOWN OF NORTH HEMPSTEAD

Supervisor Date

CITY OF GLEN COVE

Mayor Date

Reviewed By
Office of Town Attorney
BA
E. Faughnan

STATE OF NEW YORK)

Ss:

COUNTY OF NASSAU)

On this _____ day of _____, before me, the undersigned, personally appeared JOSEPH SALADINO, personally to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as Supervisor of the Town of Oyster Bay, a municipal corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

Ss:

COUNTY OF NASSAU)

On this _____ day of _____, before me, the undersigned, personally appeared _____, personally to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as Supervisor of the Town of North Hempstead, a municipal corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

Ss:

COUNTY OF NASSAU)

On this _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as Mayor of the City of Glen Cove, a municipal corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public



Day Camp
Tuesday, July 12, 2022
Driving Range Pavilion

Client/Organizator Glen Cove Youth Bureau
Party Name Glen Cove Youth Bureau
Address 128 B Glen Street, Glen Cove, NY 11542
Booking Contact Potter, Sandra
Booking Te (516) 361-7830
Booking Email spotter@Glencoveny.gov

Event # E06776
Status Tentative
Rain Date
Pln Guests 100
Gld Guests 70
Sales Rep Nichole

Booked on :2/7/2022 Last Revised: 2/7/2022 (2:39 pm) Event Theme: Day Camp
Catering Type:No Food Rain Date & Time:

Event Schedule

Description	Start	End
Arrival & Departure	10:30 am	1:30 pm
Attractions Package	10:30 am	1:30 pm

Event Details

Food/Service Items	Price	Qty	Total
Attractions Package - 7/12/2022 - 10:30 am			
Day Camp Unlimited Attraction Package \$24.95 pp Must have a minimum of 20 people	24.95	70	1,746.50

3 Hours of Unlimited Entertainment includes:

Spin Zone Bumper Cars, Go-Karts, Miniature Golf, Batting Cages, Outdoor Laser Tag and Gaga Ball. ***This package does NOT include the Golf Driving Range***
ADD THE GOLF DRIVING RANGE FOR \$7 PER PERSON!

Individual attraction rules apply. Sneakers must be worn. There is a 55 inch height requirement to go alone on the Go-Karts. There is a 48 inch height requirement to go alone on the Spin Zone Bumper Cars. Children must be 36 inches to be a passenger on the Go-Karts and Spin Zone Bumper Cars. Any child under the height requirement must be accompanied by an adult in your group 18 years or older. Children under 3 years old are FREE with a paying adult.

****Please be aware that your groups Unlimited Fun Cards have a 3 Hours Unlimited timer that will start when anyone in your group swipes their Unlimited Fun Card at any attraction.****

1 Staff Member Free for Every 10 Kids

Applies to Entertainment Packages Only (Excludes Food)

Restrictions apply: Staff Member Fun Cards are given to facilitate staff monitoring of children. Country Fair reserves the right to remove Fun Cards from any staff member who is not effectively watching the children. There is no charge for a staff member to drive a child under the height requirements. Additional Staff is required to pay ONLY if they are using the entertainment.

7

Notes:

thinks it will be 75-100 campers.

2/7/2022 - 2:44:59 PM

Page 1 of 5

3351 Route 112, Medford, NY 11763
www.CountryFairPark.com
T: (631) 732-0579 F: (631) 732-7310

Subtotal	1,746.50	Paid	0.00
Taxes (8.625%)	0.00	Balance	1,746.50
Total Value	1,746.50		

Due to Covid-19, Attractions may close due to NY State for the public's safety. We can not guarantee any attraction at this time because of the pandemic.

All New York State CDC Guide Lines must be followed while on property at the Country Fair Entertainment Park at all time.

- A \$200.00 non-refundable deposit & signed contract are due in order to hold and lock in this date
 - Final head count, payment & food order will be due no later than 7-10 days before the event date
 - If you are paying in a form of a Company Check, make the check out to "Country Fair Kitchens"
 - Head counts MAY NOT LOWER IN NUMBER but can always be raised at anytime
- Please be aware that there is no-refund for students that do not show up the day of the event

Terms & Conditions

POLICIES: There is a (10) ten person minimum for all Attraction Fun Card Packages and a (20) twenty person minimum for all Unlimited Entertainment Packages. Any Attraction passes (Excluding Unlimited Passes) distributed during the event will be valid for a return visit. These passes will expire at the end of our 2022 season. Unlimited Entertainment Packages are valid for your event day & designated time only. Individual attraction rules apply. There is a 60" height requirement for the Adult go-karts. There is a 55" height requirement for the Rookie go-karts. Under 55" and above 36" must be driven by a licensed adult (at no extra charge). Spin-Zone Bumper Cars is a 48" height requirement. Under 48" and above 36" must be driven by a driver over 48". Sneakers are required. Refusal to comply with any of Country Fair's rules or policies may result in the revocation of group discounts. There are no outside vendors or caterers permitted. Country Fair reserves the right to eject or deny access to any individual that refuses to obey the park rules. Initial _____

Country Fair is not responsible for any of your personal property. All Guest to Country Fair are responsible for their own belongings. Country Fair is not responsible for any personal belongings that are lost, damaged, stolen, stained etc. This includes anything that you bring to the park, vehicles, parked cars, gifts, medicine, sunglasses, cell phones, etc. Your belonging that you bring or your guest bring to Country Fair are your responsibility. This applies to all guest of Country Fair Park, Retail, Events, Party Guest etc. Although we take pride in the clean wholesome environment we provide our guest, we are still open to the public and can frequently have thousands of people on property at one time. There for we advise you and all our guest to make special arrangement or take special care to insure the safety of your belongings as Country Fair Park cannot be responsible if items are lost or stolen or damage. Initial _____

E06776 - Glen Cove Youth Bureau

Country Fair Staff are simply meant to be facilitators of your event. They are not responsible for babysitting, chaperoning, or taking the parents place in taking care of your child or your guest children. While your child is at Country Fair participating in a party or an event, the parent and/or chaperon has full responsibility for that child. Country Fair Staff are responsible for the service of your event, delivering pizzas, drinks, and other food and beverage items to you and your guests. All gifts and personal belongings are not under the responsibility of the Country Fair Staff, you will be responsible for your belongings at all times. It is Country Fair policy that Country Fair employees are not allow to assist with your gifts/personal belonging. Please make other arrangements. Initial_____

PROHIBITED ITEMS: No pets (with the exception of seeing eye dogs), scooters, roller skates, or roller blades, skate boards, bicycles or any vehicles shall be permitted on the premises at any time. Country Fair is a non-smoking facility. Initial_____

DEPOSITS AND PAYMENTS: A \$200.00 non-refundable deposit and signed reservation are due to reserve date. Group rates will not apply to any groups that do not pay the deposit prior to arrival, there are no exceptions. Full payment for event is due at least 10 business day prior to the event. (Country Fair's business days are Mon - Fri from 9 am to 5 pm). Unlimited Fun Cards/Passes/Vouchers will not be distributed until full payment is received. Must pay for the minimum required guests. Gratuities are not included. Payments are to be made in the form of organization/company check, cash, or credit card (No personal checks). When making any payment with a check you must write the following on the Memo Line "Event # E06776". Checks should be made payable to Country Fair Kitchens and sent to the Attention to Special Events Team at 3351 Route 112 Medford, NY 11763. Initial_____

RAIN DATES: Rain dates must be selected at the time of booking to ensure availability. If no rain date is booked, the event is scheduled as a rain or shine event Go-karts, Batting Cages and Laser Tag do not operate in the event of rain. Rain checks are available if it rains during event. Locations are booked on a first come first serve basis, in the event of a rain date or rescheduling, original location is not guaranteed. Initial_____

PAYMENT METHODS: Credit cards and Debt Cards will be accepted. We accept payment by a Bank or Certified check, Business Checks for Business events only (No personal checks) or by cash. Checks should be made payable to Country Fair Kitchens. Initial_____

FINAL GUEST COUNT: Patron will furnish the final guest count not later than seven business days prior to function. The number of Adult/Children guests will be considered a guarantee, not subject to reduction and is non negotiable. Additional guests above guarantee number is permitted. Patron must pay for the number of guests guaranteed and for any additional guests and outside vendors attending the function. In no event shall the guest guarantee be less than the minimum guest count guarantee set forth above. In the event that the final guest count does

E06776 - Glen Cove Youth Bureau

not meet the minimum guarantee, Patron will be charged for the minimum required. Initial_____

GRATUITIES: Maitre D' & staff gratuity is not included and is at your discretion. You may choose to pre-pay gratuities and have that amount added to your balance upon the signing of this contract. You may also choose to pay gratuities on the date of your event. Initial_____

CANCELLATION POLICY: In the event Patron cancels the function, all deposits and advanced payments shall be retained by Country Fair Park Kitchen, until such time as contracted Banquet room is resold for a comparable function. If this is an outdoor function (not including Park Buy outs) a rain date will be given. If the Event is canceled within 15 days of the function, Patron will be held responsible for the full payment of the guaranteed number of guests. Any contract that is canceled is subject to a non-refundable \$500 cancellation fee for processing and bookkeeping. If event has a food package included, you must contact Country Fair at (631)732-0579 to reschedule for your rain date at least 48 hours prior to the event. Initial_____

LIABILITY: Country Fair Management shall not be held liable for any damages for failure to supply any item or service when prevented from doing so by any cause beyond its control such as Act of God or terrorism.
Initial_____

Country Fair Management shall not be liable for any personal property that is missing, left unattended, left behind or lost by Patron, Patron's guests or Outside Services provided by Patron. Country Fair Management shall not be liable for utility outages including but not limited to water, natural gas and electricity. Initial_____

The use of confetti, smoke/fog and bubble machines are not allowed on the premises.
According to Suffolk County Law - smoking is strictly prohibited in any interior spaces or inside park. Any violation of these laws could result in the delay or interruption of your event. Initial_____

The Patron agrees to conduct the Event in an orderly manner and in full compliance with applicable laws, regulations and rules. The facility reserves the right, in its judgment, to exclude or reject from the facility any person engaged in objectionable behavior and shall not incur any liability by reason thereof. Initial_____

In the event of damages to the premises caused by Patron, Patron's guests, Patron's vendors or Patron's outside services, the Patron agrees to pay same as part of the final invoice of the Event. Patron agrees to indemnify and hold Country Fair Park harmless against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of any act, omission, negligence or misconduct of patron, or any of patron's agents, guests, vendors, or invites in connection with this Contract. In the event that Country Fair Management is required to bring any action or proceeding to enforce the terms of this Contract, and any action or proceeding brought by Country Fair Management is successful, Patron agrees to reimburse Country Fair Management for reasonable attorney's fees and costs. Initial_____

Outside Vendor Claus

All outside vendors/caterers must provide Country Fair with liability insurance naming Country Fair Management as additional insured for all entertainment, equipment, services or companies operating during this event. These certificates and licenses must be provided to the Country Fair 4 weeks prior to event date. In the event that the client does not provide these certificates, Country Fair will not permit access to such vendors. Outside vendors are responsible for their own equipment, set up and clean up. If vendors are unable to arrange for their own power, garbage removal, etc Country Fair can provide such services for an additional fee. If necessary the event planners at Country Fair can assist in booking entertainment. Country Fair reserves the right to eject or deny access to any individual or vendor that refuses to obey the park rules. Initial_____

DISPLAYS AND DECORATIONS; PERSONAL PROPERTY : All displays and/or decorations and the delivery and removal of such items shall be subject to the prior written approval of Country Fair Management in each instance. Any contact concerning such displays and/or decorations and any personal property of Patron or guests, invitee or independent contractors engaged by Patron, shall be at the sole risk and expense of Patron. Patron and all persons providing display and/or decoration shall comply with all flame proofing and other laws and regulations. It is not permitted to tape, nail, and glue or use any other method of affixing or displaying any item without the prior written approval of the Facility. In the event of damages the Patron agrees to pay same as part of the final invoice of the Event. Initial_____

I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

Client: _____

Date: _____

Sales Rep: Nichole Samstag

Date: 02/09/2022

6K

SCHEDULE OF BID PRICES-ANKER'S ELECTRIC SERVICE

ITEM	DESCRIPTION	PRICING			
1	Regular Time (RT) Hours are:	Year 1 2022	Year 2 2023	Year 3 2024	
	Start Time: <u>7:00 Am</u>	RT	RT	RT	
	End Time: <u>3:30 pm</u>				
	Indicate Regular Time (RT) Hourly Range in space above (sample range definition: Regular Time is 8am to 5pm)	Supervisor:	\$ -	\$ -	\$ -
		Trades Person:	\$ 92	\$ 94	\$ 96
		Apprentice:	\$ 65	\$ 70	\$ 75
		Laborer:	\$ 85	\$ 87	\$ 88
Other:	\$	\$	\$		
2	Premium Time (PT) Hours are:	Year 1 2022	Year 2 2023	Year 3 2024	
	Start Time: <u>3:31 pm</u>	PT	PT	PT	
	End Time: <u>6:59 am</u>				
	Indicate Premium Time (PT) Hourly Range in space above (sample range definition: Premium Time is 5pm and on, including Weekends)	Supervisor:	\$ -	\$ -	\$ -
		Trades person:	\$ 135	\$ 140	\$ 144
		Apprentice:	\$ 80	\$ 80	\$ 80
		Laborer:	\$ 120	\$ 125	\$ 130
Other:	\$	\$	\$		
3	HOLIDAY TIME	Year 1 2022	Year 2 2023	Year 3 2024	
		Supervisor:	\$ -	\$ -	\$ -
		Trades person:	\$ 135	\$ 140	\$ 144
		Apprentice:	\$ 80	\$ 80	\$ 80
		Laborer:	\$ 120	\$ 125	\$ 130
		Other:	\$	\$	\$
4	Mark Up Percentage To Be Charged on Materials:	7 %	7 %	7 %	
5	Utility Mark-out Fee Note: Mark-out fee is for field mark-out of street lighting per location.	\$ 60.00	\$ 60.00	\$ 60.00	



Yelena Quiles, CPPB
Purchasing Agent
City of Glen Cove



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

BUDGET TRANSFER FORM

DEPARTMENT: CITY ATTORNEY

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1420-55492	LEGAL FEES	\$166,925	
A1420-51101	ANNUAL SALARIES		\$166,925

66

Reason for Transfer:

TO TRANSFER FUNDS BUDGETED IN ANNUAL SALARIES
TO LEGAL FEES FOR NEW CITY ATTORNEY RETAINER FEE

Department Head Signature:

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glencoveny.gov, c=US
Date: 2022.02.04 13:31:00 -05'00'

Date: FEBRUARY 4, 2022

City Controller Approval:

Date: FEBRUARY 4, 2022

City Council Approval – Resolution Number: _____

Date: _____



Bill To
CITY OF GLEN COVE
9 GLEN STREET
GLEN COVE, NY 11542

Purchase Order

Fiscal Year 2021

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order #

210374 - 001

Vendor

220213
VANCE COUNTRY FORD
COUNTRY FORD-MERCURY, INC.
VANCE COUNTRY FORD
5400 S DIVISION/ P.O. BOX 1600
GUTHRIE, OK 73044

Ship To

3120
CITY OF GLEN COVE
POLICE DEPARTMENT
1 BRIDGE STREET
GLEN COVE, NY 11542
Email: maureenp@glen Covepd.org
Phone: (516) 676-1000

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE	
(405) 282-3800						POLICE DEPT.	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
11/04/2021	220213					POLICE DEPT	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	2021 MARKED FORD INTERCEPTOR UTILITY AWD AS PER QUOTE DATED 09/27/2021			3.0	EACH	\$36,338.63	\$109,015.89
	AS PER ROCKLAND COUNTY CONTRACT #RFB-RC-2019-072						
	GL Account: H3120 - 52250 - 2117						\$109,015.89
2	ADDITIONAL PARTS AND LABOR AS PER QUOTE DATED 09/27/2021			3.0	EACH	\$18,919.39	\$56,758.17
	PARTS AS PER DUTCHESS COUNTY CONTRACT #RFB-DCP-99-18						
	LABOR AS PER WESTCHESTER COUNTY CONTRACT #5689BPS						
	GL Account: H3120 - 52250 - 2117						\$56,758.17
	GL SUMMARY						
	H3120 - 52250 - 2117						\$165,774.06

2/15 \$110,516.04
Voucher sent

I certify that the items listed above were received & checked by me on date indicated. All items checked were received in good condition & conformed with specifications, except as otherwise noted.

Purchase Order Total

\$165,774.06

Department Copy