

6A

- A. Any mortgagee who holds a mortgage on real property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a notice of pendency in a foreclosure action.
- B. Property inspected pursuant to Subsection A above that remains in foreclosure shall be inspected every 30 days by the mortgagee or mortgagee's designee. If an inspection shows a change in the property's occupancy status, the mortgagee shall, within 10 days of that inspection, update the occupancy status of the property registration.
- C. Within 10 days of the date any mortgagee files a notice of pendency in a foreclosure action, the mortgagee shall register the real property with the City registry, and, at the time of registration, indicate whether the property is vacant, and if so shall designate, in writing, a property manager to inspect, maintain and secure the real property subject to the mortgage in foreclosure when legally possible. A separate registration is required for each registrable property.
- D. Initial registration pursuant to this section shall contain, at a minimum, the name of the mortgagee, the mailing address of the mortgagee, email address, telephone number and name of the property manager and said person's address, email address, and telephone number, regardless of whether it is occupied or vacant.
- E. At the time of initial registration, each registrant shall pay a nonrefundable semiannual-annual registration fee of \$500- \$75.00 for each registrable property. Subsequent nonrefundable semiannual- annual registrations of properties and fees in the amount of \$500- \$75.00 are due within 10 days of the expiration of the previous registration. Said fees shall be used to offset the costs of registration and registration enforcement; code enforcement, Building Department oversight and mitigation related to defaulted properties; and for any purpose relating to the purpose and intent of this article. None of the funds provided for in this section shall be utilized for the legal defense of foreclosure actions.
- F. If the mortgage and/or servicing on a property is sold or transferred, the new mortgagee is subject to all the terms of this article. Within 10 days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s) will not be released from

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the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the registrable property.

- G. If the mortgagee sells or transfers the registrable property in a non-arm's-length transaction to a related entity or person, the transferee is subject to all the terms of this article. Within 10 days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the mortgagee was at the time registration was required, including but not limited to unregistered periods during the foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the registrable property.
- H. If the foreclosing or foreclosed property is not registered, or the registration fee is not paid within 30 days of when the registration or renewal is required pursuant to this section, a late fee equivalent to 10% of the ~~semiannual~~ annual registration fee shall be charged for every thirty-day period, or portion thereof, the property is not registered and shall be due and payable with the registration.
- I. This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure or by any other legal means.
- J. Properties subject to this section shall remain subject to the semiannual annual registration requirement and the inspection, security, and maintenance standards of this section as long as the property remains registrable.
- K. Failure of the mortgagee ~~and/or property owner of record~~ to properly register or to modify the registration to reflect a change of circumstances as required by this article is a violation of this article and shall be subject to a fine of not more than \$2,500 and/or enforcement by any of the enforcement means available to the City.
- L. If any property is in violation of this article, the City may take the necessary action to ensure compliance and/or place a lien on the property

for the cost of the outstanding obligation and any additional cost incurred to bring the property into compliance.

- M. Registration of foreclosure property does not alleviate the mortgagee and/or owner from obtaining all required licenses, permits and inspections required by applicable code or state statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. The mortgagee and/or owner is expected to update the status of the property in the event of a mortgagee-managed rental.



6B

**CITY OF GLEN COVE CDA  
HOUSING CHOICE VOUCHER PROGRAM  
NY-121 ADMINISTRATIVE PLAN  
FY 2023**



# TABLE OF CONTENTS

<b>Certification</b>	<b>PAGE</b>
<b>Selecting Applicants from the Waiting List, Preferences, Closing and Reopening the Waiting List, Type of List</b>	
<b>Selecting Applicants.....</b>	<b>1-2</b>
<b>Preferences.....</b>	<b>2</b>
<b>Closing the Waiting List.....</b>	<b>2</b>
<b>Reopening the Waiting List.....</b>	<b>2-3</b>
<b>Single Waiting List.....</b>	<b>3</b>
<b>Issuing or Denying Vouchers .....</b>	<b>3-4</b>
<b>Terms, Extensions and Suspensions</b>	
<b>Issuing or Denying Vouchers.....</b>	<b>4</b>
<b>Terms, Extensions and Suspension .....</b>	<b>4</b>
<b>Special Purpose Funding .....</b>	<b>4</b>
<b>Definition of a Family and Definition of Continuously Assisted Family.....</b>	<b>4-6</b>
<b>Encouraging Participation by Owners of Suitable Units Located Outside Areas of Low Income or Minority Concentration Use and Occupancy of unit.....</b>	<b>6</b>
<b>Assisting a Family that Claims Illegal Discrimination Has Prevented the Family from Leasing a Suitable Unit .....</b>	<b>6-7</b>
<b>A Statement of Our Agency's Policy on Providing Information About a Family to Prospective Owners.....</b>	<b>7</b>
<b>Disclosure of certain information prohibited.....</b>	<b>7</b>

<b>Disapproval of Owners.....</b>	<b>7</b>
<b>Mandatory Denial.....</b>	<b>7</b>
<b>Discretionary Denial .....</b>	<b>7</b>
<b>Subsidy Standards .....</b>	<b>7-8</b>
<b>Family Absence From the Dwelling Unit.....</b>	<b>8</b>
<b>How to Determine Who Remains in the Program if a Family Breaks Up .....</b>	<b>8</b>
<b>Informal Review Procedures for Applicants and Participants Timing for Informal Reviews, Hearings and Meetings.....</b>	<b>8-9</b>
<b>Conducting Informal Reviews, Hearings and Meetings.....</b>	<b>9</b>
<b>Granting of Informal Reviews, Hearings and Meetings .....</b>	<b>9-10</b>
<b>Denial of Informal Reviews, Hearings and Meetings .....</b>	<b>10</b>
<b>Final Decision in Informal Reviews, Hearings and Meetings .....</b>	<b>10</b>
<b>Special Policies Concerning Special Housing Types in the Program.....</b>	<b>10</b>
<b>Policies Concerning Payment by a Family to Our Agency of Amounts the Family Owes Our Agency .....</b>	<b>10-11</b>
<b>Policies Concerning Denial and or Termination of Assistance.....</b>	<b>11</b>
<b>Policies Concerning Assistance to Non-citizens .....</b>	<b>11</b>
<b>Policies Concerning Minimum Rent.....</b>	<b>11</b>
<b>Policies Concerning Portability .....</b>	<b>11-12</b>
<b>Policies Concerning Reasonable Rent.....</b>	<b>13</b>
<b>Policies Concerning Homeownership .....</b>	<b>13</b>

<b>Policies Concerning Upfront Income Verification .....</b>	<b>14</b>
<b>Policies Concerning Assistance to Disaster-Affected Families.....</b>	<b>14</b>
<b>Policies Concerning Tenant Responsibility.....</b>	<b>15</b>
<b>Process for Establishing and Revising Payment Standards.....</b>	<b>15-16</b>
<b>Process for Recertification.....</b>	<b>16</b>
<b>Policies concerning Violence Against Women Act.....</b>	<b>17</b>
<b>Policies concerning Limited English Proficient (LEP) Requirements.....</b>	<b>17</b>
<b>Policies concerning Affirmative Measures to Ensure Equal Opportunity And Affirmatively Furthering Fair Housing.....</b>	<b>17</b>

01/06/23



**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 3/31/2024

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Pamela D. Panzenbeck, the Glen Cove City Mayor  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan for fiscal years \_\_\_\_\_ and/or Annual PHA Plan for fiscal  
year 2023 of the Glen Cove CDA/Section 8 Program is consistent with the  
*PHA Name*

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair  
Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

Nassau County

*Local Jurisdiction Name*

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or  
State Consolidated Plan.

The Glen Cove CDA/Section 8 Program uses the Nassau Suffolk FY 2023 Fair Market Rents for  
Existing Housing. FY 2023 Nassau Suffolk Income Limits and Allowance for Tenant Furnished  
Utilities and Other Services.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will  
prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:	Title:
Pamela D. Panzenbeck	Mayor
Signature:	Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S.  
Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information  
are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to  
ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing  
instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD  
may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**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 3/31/2024

**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 Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning \_\_\_\_\_ in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing 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 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains 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 statement above, 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 Executive Director:

Name of Board Chairperson:

Signature

Date

Signature

Date

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 3/31/2024

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations  
including PHA Plan Elements that Have Changed**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or \_\_\_ Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning \_\_\_\_\_, 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 (24 CFR § 91.2).
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 (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
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 provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. 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.
6. 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 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include 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 2011-65);



- 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; and
  - 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 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
  10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identity, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
  11. 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.
  12. 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.
  13. 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.
  14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
  15. 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.
  16. 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.
  17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
  18. 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.
  19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
  20. 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.
  21. 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

  X   Annual PHA Plan for Fiscal Year 2023

       5-Year PHA Plan for Fiscal Years 20       - 20      

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director

Name Board Chairman

Signature

Date

Signature

Date

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## 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 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 a 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 directed so 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, briefly stating 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.
- Loss 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 landlords will be required to relocate to suitable units that will pass inspection.
- Non-responsive landlords 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 a 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, copy machines 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 Attorney's 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 owner's 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 to 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 childcare 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](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/>





**LiRo Engineers, Inc.**

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1

6C

November 22, 2022

Louis Saulino, P.E.  
Director of Public Works  
City of Glen Cove  
Glen Cove City Hall  
9 Glen Street  
Glen Cove, NY 11542

Re: Engineering Services for the Design of the 2022 Road Program  
Addendum No. 2

Dear Mr. Saulino:

The status of our design services for the 2022 Road Program is as follows:

1. Design completed and improvements were implemented within existing City Contract Bid No. 2021-18
  - Ralph Young Ave.
  - Donahue Street
  - Kemp Avenue
  - Crow Lane
2. Design in progress and anticipate bids and construction in 2023.
  - Included Streets:
    - Branding Iron Lane
    - Cove Street
    - Hitching Post Lane
    - Knoll Place
    - North Yew & South Yew
    - Woolsey Avenue
    - Ravine Avenue
    - School Street
    - Southridge Drive
    - Third Street
    - Emerald Dr
  - Pedestrian Enhancements and signage in vicinity of Brewster garage (Addendum No. 1)
  - Modifications to "bump outs" (curb extensions) on School Street (Addendum No. 1).



In accordance with our meeting on 11/16/22 the City has additional roads in need of improvements that can be included within its Road Program to be constructed in 2023. The following roads are to be added to the program:

- Red Spring Lane
- Laurel Avenue
- Pine Low
- High Pine
- Park Ave.
- Tower Rd. (City Road, east of Red Spring Lane, 500'±)
- Doxey Drive

#### SCOPE AND FEES

Our estimate to provide engineering services to include the above additional roads into the design phase of our existing contract are as follows:

A. <u>Survey Services</u>		
In-field design road survey and preparation of base maps is anticipated for		\$ 9,560
B. <u>Engineering Design Services</u>		
Preparation of plans, specifications and details		\$60,240
Pavement Cores (test holes)		<u>\$ 4,000</u>
Total:		\$73,800

#### STAFFING TABLE

<u>Task</u>	<u>Title</u>	Hourly	<u>Hours</u>	<u>Total</u>
		<u>Rate</u>		
Design	Engineer	\$210	40	\$8,400
	Snr. Engineering Technician	\$162	240	\$38,880
	Draftsperson	\$162	80	\$12,960
Survey	Survey Crew	\$125	64	\$8,000
	Survey Technician	\$130	12	<u>\$1,560</u>
TOTAL				\$69,800



Engineering Services shall be in accordance with the City of Glen Cove/LiRo On-Call Agreement.

We are therefore requesting the currently approved authorization of \$204,324.00 be increased by \$73,800 to \$278,124.00.

Should you approve, please indicate your authorization below and return a signed copy to this office.

Please advise if you have any questions.

Sincerely,

Paul F. Stevens, P.E.  
Associate Vice President

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Authorization

---

Date



Municipal Engineering & Infrastructure  
Civil/Site/Structural Design  
Contractor Support Services



December 29, 2022

Mr. Louis Saulino, PE  
Director of Public Works  
City of Glen Cove  
9 Glen Street  
Glen Cove NY 11542

Re: On-Call Engineering Services  
DPW Emergency Generator – Morris Avenue, Glen Cove

Dear Mr. Saulino:

Newport Professional Engineering, PC is pleased to provide the following scope of services relating to the above-captioned project. Per our initial understanding, the following outlines a series of tasks *Newport PE* will provide;

**I. SCOPE OF SERVICES**

- a) Meet with City Project Officials and review proposed site location behind DPW Maintenance Facility;
- b) Newport to review provided adjacent property site survey information to obtain existing grades and review FEMA flood plain requirement of planned generator support framing system;
- c) Review design aspects of Kohler KG-60, 120V/208, 3Ph, Generator including overall footprint, maintenance access, electrical and natural gas requirements, and prepare associated plans and associated technical specifications;
- d) Analyze and prepare structural steel platform & framing plans;
- e) Analyze and prepare associated plumbing riser and electrical plans;

12/29/2022

Page 2 of 2

- f) Prepare bid document (electronic) coordinating with Purchasing Department conforming to NYSDOL labor rates, technical specifications and plans illustrating the limit of work;
- g) Newport to provide bid support & construction phase services during construction phase; review of bids received and recommendation for award, project 'kick off' meeting; shop drawing/product review; periodic inspection during construction, review of contractor payment, punch list, and final sign off.

## **II. FEES & PAYMENT TERMS**

- a) For the Scope of Services Item Ia-g - The Engineering Fee would be performed on a Lump Sum basis of \$ 21,500.00;

Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

*Nicholas J. DeSantis*

Nicholas J. DeSantis, P.E.  
Principal Engineer

Cc: Rocco Graziosi, DPW Project Manager

1035 Oyster Bay Rd., Suite E, East Norwich, New York 11732

Tel: 516.922.2672 Fax: 516.922.2686

[www.newportengineeringpc.com](http://www.newportengineeringpc.com)



BRUCE A. BLAKEMAN  
NASSAU COUNTY EXECUTIVE



6E

OFFICE OF THE COUNTY EXECUTIVE  
THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING

December 27th, 2022

City of Glen Cove, Glen Cove Senior Center  
130 Glen Street Glen Cove, NY 11542

Dear Stephanie Soter,

As you are aware, your organization already received notification that it has been selected as a recipient of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), as provided for by the American Rescue Plan Act of 2021.

You are being contacted again because in January 2022, U.S. Treasury released the CSLFRF's Final Rule, which substantially changed key program features. The Final Rule provided CSLFRF prime recipients, such as Nassau County, with greater clarification on which types of organizations are eligible to receive aid and the ways in which such programs may be executed.

**This has allowed Nassau County to redesign existing programs to remain in compliance with the revised rules and regulations while simultaneously simplifying program requirements in the long term.** One such change is the inclusion of a 100 percent advance payment to all organizations currently notified for award. Similarly, new program guidelines have allowed for a streamlined monitoring and compliance model.

***As a condition to receive this award, please be aware that you will be required to submit the enclosed monitoring budget analysis tool.***

- If you have already expended all or some of the awarded amount, please submit the analysis tool along with your claim.***
- If you have not expended the awarded amount, you will be required to submit the analysis tool annually on June 30th until all funds are expended.***

The following must be completed in addition to the execution of this award notification letter:

1. Registration in [SAM.gov](https://sam.gov), if not already or proof of initial registration.
2. Registration in the [Nassau County Vendor Portal](https://nassaucountyvendorportal.com), if not already.
3. Submit a signed copy of the direct payment claim voucher for 100% payment in the award amount listed below (any prior submitted vouchers will be voided).
4. Submit a signed and executed copy of this award letter as provided below.
5. The following documentation and the signed and an executed copy of this award letter as well as the executed voucher must be submitted **no later than FIVE business days from the date of this award letter.**

Please submit the required documentation to [boostportalapps@nassaucountyny.gov](mailto:boostportalapps@nassaucountyny.gov). Failure to provide these documents within the specified timeline may result in the rescission of your award. **Please note that any prior submitted claim voucher or award documentation will be voided and only documentation pertaining to this award letter will be processed.**

We appreciate your patience and continued service as an invaluable contributor to the economic, social, and emotional health of the 1.4 million residents within Nassau County. Once again, congratulations and thank you for your partnership!

City of Glen Cove, Glen Cove Senior Center

**Scope of Work:** Funding will be used to modify, enhance, and expand Senior services due to the augmented need during and following the COVID-19 pandemic, including but not limited to: Congregate meals (Senior Center); home delivered meals; case management and in-home services; senior transportation to and from Senior Center; day care/caregiver support; nutrition education/health promotion; health insurance information and counseling; home energy assistance program; weatherization; legal counseling and representation. This may include personnel and the purchase of supplies, equipment, and vehicles to support expanded services. All services must be within the nonprofits approved scope of work and conducted on behalf of the Nassau Department of Human Services.

**Claim Voucher Award:** \$75,000.00

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Applicant Signature

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Date

---

Print Applicant Name

For additional information on the Boost Nassau Non-Profit Program, please visit our website at <https://www.nassaucountyny.gov/5215/Boost-Nassau-Recovery-Resources>.

Additional information on the CSLFRF: [Final Rule](#), [Frequently Asked Questions \(FAQs\)](#), and [Compliance and Reporting Guidance](#).

Sincerely,

Commissioner Jill Nevin  
Nassau County Department of Health and Human Services



66

## INDEPENDENT CONTRACTOR AGREEMENT

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

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Youth Services and Recreation

Address: 128B Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-671-4600

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

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

Name: Creative Enrichment Services

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

Address: 40 Graston St.

City/State/Zip: Greenlawn 11740

Business Telephone: (516) 353-9503

Email: JasmineC.Rivera@gmail.com

3. WORK TO BE  
PERFORMED

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

Staff training

4. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

per session - \$250

Dates: 12/7/22

5. REIMBURSE-  
MENT OF  
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

AGENCY will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain AGENCY prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. FRINGE BENEFITS &  
WORKER'S COMPEN-  
SATION

Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT  
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of AGENCY. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership AGENCY to the Work Product.

10. CONFIDENTIALTY

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

11. TERM OF  
AGREEMENT

This agreement shall become effective on \_\_\_\_\_  
and shall terminate on \_\_\_\_\_

12/7/22

TBD

12. TERMINATION  
WITHOUT CAUSE

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

13. TERMINATION  
WITH CAUSE

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

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

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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

For Youth Bureau Use

Log #: \_\_\_\_\_

Date: \_\_\_\_\_

**\*AGENCY:**

**City of Glen Cove Youth Services and Recreation**

\_\_\_\_\_  
**Agency Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Mayor  
Title**

\_\_\_\_\_  
**Date**

**\*INDEPENDENT CONTRACTOR**

Jasmine Rivero

**Firm/Individual Name**

Jasmine Rivero  
**Signature**

\_\_\_\_\_  
**Independent Contractor  
Title**

12/7/22  
**Date**

6.I

## INDEPENDENT CONTRACTOR AGREEMENT

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

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516.759.9610

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

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

Name: Maria Campanella

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

Address: 58 Tallmadge Trail

City/State/Zip: Miller Place, NY

Business Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

3. WORK TO BE  
PERFORMED

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

Tai Chi Instruction

4. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

(12) sessions at \$75 / session for \$900.

Dates: January 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023

5. REIMBURSE-  
MENT OF  
EXPENSES  

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES  

Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES  

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS &  
COMPEN-  
SATION  

Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT  
OWNERSHIP  

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.
10. CONFIDENTIALTY  

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

11. TERM OF  
AGREEMENT

This agreement shall become effective on January 1<sup>st</sup>, 2023  
and shall terminate on December 31<sup>st</sup>, 2023

12. TERMINATION  
WITHOUT CAUSE

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

13. TERMINATION  
WITH CAUSE

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

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

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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



**18. INDEMNIFICATION** To the fullest extent permitted by law, the Independent Contractor shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, Independent Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Independent Contractor are responsible for the claim does not relieve Independent Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Independent Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified party. In order for Independent Contractor to be relieved of the duty to defend, there must be no possible factual or legal basis on which Independent Contractor duty to indemnify under any provision of this indemnity agreement could be held to attach.

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONTRACTOR**

Maria Campanella

Firm/Individual Name

[Signature]  
Signature

Independent Contractor  
Title

[Signature]  
Date

65

## INDEPENDENT CONTRACTOR AGREEMENT

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

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516.759.9610

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

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

Name: Carol Rodriguez

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

Address: 77 Mountain Avenue

City/State/Zip: Bayville, NY 11709

Business Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

3. WORK TO BE  
PERFORMED

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

Dance Therapy

4. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

(12) Sessions at \$60 / Session for \$720.00

Dates: January 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023

5. REIMBURSE-  
MENT OF EXPENSES

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

For Senior Center Use  
Log #: \_\_\_\_\_  
Date: \_\_\_\_\_

6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. FRINGE BENEFITS &  
COMPEN-  
SATION

Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT  
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY

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

11. TERM OF  
AGREEMENT

This agreement shall become effective on January 1<sup>st</sup>, 2023  
and shall terminate on December 31<sup>st</sup>, 2023

12. TERMINATION  
WITHOUT CAUSE

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

For Senior Center Use  
Log #: \_\_\_\_\_  
Date: \_\_\_\_\_

13. TERMINATION  
WITH CAUSE

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

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

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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

Date: \_\_\_\_\_

**\*AGENCY:**

Agency Name

Title

Date \_\_\_\_\_

**\*INDEPENDENT CONTRACTOR**

**Firm/Individual Name**

Title

Date \_\_\_\_\_



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## CONSULTANT AGREEMENT

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

### 1. IDENTITY OF AGENCY

AGENCY is identified as follows:

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

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 759-9610

Program Name: Social Work Services

Prog. Contract #: 2023-SCADPSWS

### 2. IDENTITY OF INDEPENDENT CONTRACT

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

Name: Sherri Meagher

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

Address: 47 Fenwick Street

City/State/Zip: Greenlawn, New York 11740

Business Telephone: (516) 759-9610

License # & Exp. Date (if any): 083265-1 Exp 4/30/25

3. WORK TO BE PERFORMED
- AGENCY desires that IC perform and IC agrees to perform the following work:
- Social Worker Services; Mental Health Support, Caregiver Support, Home Assessment, and Referral Services for the Adult Day Program of the Glen Cove Senior Center.
4. TERMS OF PAYMENT
- AGENCY shall pay IC according to the following terms and conditions: IC shall be paid (23) payments of \$996.66 and (1) payment of \$996.82
- Dates: Twice per month, for 12 months, January 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023
5. REIMBURSEMENT OF EXPENSES
- AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES
- Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES
- Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS & COMPENSATION
- Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT OWNERSHIP
- Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY

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

11. TERM OF  
AGREEMENT

This agreement shall become effective on January 1, 2023  
and shall terminate on December 31, 2023

12. TERMINATION  
WITHOUT CAUSE

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

13. TERMINATION  
WITH CAUSE

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

A. Material violation of this agreement

B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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



18. **INDEMNIFICATION** To the fullest extent permitted by law, the Independent Contractor shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, Independent Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Independent Contractor are responsible for the claim does not relieve Independent Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Independent Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. In order for Independent Contractor to be relieved of the duty to defend, there must be no possible factual or legal basis on which Independent Contractor duty to indemnify under any provision of this indemnity agreement could be held to attach.

\*AGENCY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONTRACTOR (CONSULTANT)**

**Sherri Meagher**  
Firm/Individual Name

Sheni Meagher Consultant  
Signature Title  
12-24-22  
Date

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## CONSULTANT AGREEMENT

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

### 1. IDENTITY OF AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 759-9610

Program Name: Social Work Services

Prog. Contract #: 2023-SCSWS

### 2. IDENTITY OF INDEPENDENT CONTRACT

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

Name: Sherri Meagher

Type Entity: (\*) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 47 Fenwick Street

City/State/Zip: Greenlawn, New York 11740

Business Telephone: (516) 759-9610

License # & Exp. Date (if any): 083265-1 Exp 4/30/25

3. WORK TO BE PERFORMED
- AGENCY desires that IC perform and IC agrees to perform the following work:
- Social Worker Services; Mental Health Support, Caregiver Support, Home Assessment, and Referral Services for the Glen Cove Senior Center.
4. TERMS OF PAYMENT
- AGENCY shall pay IC according to the following terms and conditions: IC shall be paid (11) payments of \$1714.26 and (1) payment of \$1714.27  
Dates: January 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023
5. REIMBURSEMENT OF EXPENSES
- AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES
- Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES
- Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS & COMPENSATION
- Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT OWNERSHIP
- Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY

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11. TERM OF  
AGREEMENT

This agreement shall become effective on January 1, 2023  
and shall terminate on December 31, 2023

12. TERMINATION  
WITHOUT CAUSE

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

13. TERMINATION  
WITH CAUSE

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

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

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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

18. **INDEMNIFICATION** To the fullest extent permitted by law, the Independent Contractor shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.
- Additionally, Independent Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Independent Contractor are responsible for the claim does not relieve Independent Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Independent Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. In order for Independent Contractor to be relieved of the duty to defend, there must be no possible factual or legal basis on which Independent Contractor duty to indemnify under any provision of this indemnity agreement could be held to attach.

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONTRACTOR (CONSULTANT)**

Sherri Meagher  
Firm/Individual Name

Sherri Meagher  
Signature

\_\_\_\_\_  
Consultant  
Title

12-24-22  
Date

6 M

## CONSULTANT AGREEMENT

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

### 1. IDENTITY OF AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9610

Program Name: Social Work Services

Prog. Contract #: 2022-SCSWS2

### 2. IDENTITY OF INDEPENDENT CONTRACT

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

Name: Marilyn Mohsin, LMSW

Type Entity: ( ☒ ) Sole Proprietorship ( ☐ ) Partnership ( ☐ ) Corporation

Address: 46 Convent Street

City/State/Zip: Syosset, New York 11791

Business Telephone: (516)476-8125

License # & Exp. Date (if any): \_\_\_\_\_

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

3. WORK TO BE PERFORMED  
AGENCY desires that IC perform and IC agrees to perform the following work:  
Social Worker Services; Mental Health Support, Caregiver Support, Home Assessment, and Referral Services for the Glen Cove Senior Center.
4. TERMS OF PAYMENT  
AGENCY shall pay IC according to the following terms and conditions: IC shall be paid  
(23) Payments of \$939.83 and (1) Payment of \$939.85  
Dates: January 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023
5. REIMBURSEMENT OF EXPENSES  
AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES  
Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES  
Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS & COMPENSATION  
Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT OWNERSHIP  
Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY

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

11. TERM OF  
AGREEMENT

This agreement shall become effective on January 1, 2023  
and shall terminate on December 31, 2023

12. TERMINATION  
WITHOUT CAUSE

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

13. TERMINATION  
WITH CAUSE

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

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

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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



18. INDEMNIFICATION To the fullest extent permitted by law, the Independent Contractor shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, Independent Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Independent Contractor are responsible for the claim does not relieve Independent Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Independent Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. In order for Independent Contractor to be relieved of the duty to defend, there must be no possible factual or legal basis on which Independent Contractor duty to indemnify under any provision of this indemnity agreement could be held to attach.

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature Title Date

**\*INDEPENDENT CONTRACTOR (CONSULTANT)**

Marilyn Mohsin  
Firm/Individual Name

Marilyn Mohsin Consultant 12/23/2022  
Signature Title Date

## **FIRE SPRINKLER SIGNATURE PAGE**

02/25/23 To 02/24/24

**\*\*For your convenience, please sign and return only the yellow copy of the signature with your payment.**

Customer Name: Glen Cove Senior Center Site Name: Glen Cove Senior Center

AMOUNT DUE: \$675.00 tax exempt organization Site Address: 130 Glen St., Glen Cove, NY 11542

**Fire Sprinkler System(s):**

Where there is installed (1) 4" Wet Pipe Automatic Sprinkler System(s) at the site address.

**\*\*We require the following information in order to perform testing and maintenance.**

Alarm Company Name: Telstar Security

Telephone Number: 1-516-676-7700 Alarm Company Policy #: \_\_\_\_\_

Alarm Company ID# for each system (or code name) \_\_\_\_\_

**\*ACCEPTANCE BY OWNER:**

ACCEPTANCE BY MACCARONE PLUMBING INC.

DATE

DATE

**\*\*\*If there are changes to page one, please complete below with the correct information\*\*\***

Customer Name: \_\_\_\_\_

Customer Street: \_\_\_\_\_

Customer City, State, Zip: \_\_\_\_\_

Customer Phone Number: \_\_\_\_\_ Customer Fax Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Email: \_\_\_\_\_

**Customer owns or occupies site known as:**

Site Name: \_\_\_\_\_

Site Street: \_\_\_\_\_

Site City, State, Zip: \_\_\_\_\_

Site Phone Number: \_\_\_\_\_ Site Fax Number: \_\_\_\_\_

Site Contact Name: \_\_\_\_\_ Site Contact Email: \_\_\_\_\_

**\*PAYMENT METHOD:**

I would like to use the payment method selected below (Select One):

\_\_\_\_ Check or Money Order: **\*\*Made payable to Maccarone Plumbing, Inc.\*\***

\_\_\_\_ Credit/Debit Card: Circle one: Visa MasterCard AMEX

Name as Appears on Credit Card: \_\_\_\_\_ Account#: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_ Security Code/V-Code: \_\_\_\_\_

I authorize Maccarone Plumbing Inc. to charge my account as specified above and my financial institution to debit these payments from the account provided.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_



MAIN OFFICE  
10 SEA CLIFF AVE.  
GLEN COVE, NY 11542  
T: 516-671-3232 (8AM-5:00PM)  
T: 516-674-1553 (AFTER HOURS)  
FAX: 516-671-3239

NEW YORK CITY  
199-02 32ND AVENUE  
FLUSHING, NY 11358  
T: 718-634-3500

[maccaroneplumbing.com](http://maccaroneplumbing.com)

**FIRE SPRINKLER CONTRACT**  
**Inspection, Testing and Maintenance Contract**  
**For Wet and Dry Pipe Automatic Fire Sprinkler Systems**  
**02/25/23 to 2/24/24**

This agreement made between Maccarone Plumbing Inc. and

Customer Name: Glen Cove Senior Center

Customer Street: 130 Glen Street

Customer City, State, Zip: Glen Cove, NY 11542

Customer Phone Number: 759-9610

Customer Fax Number: 759-5331

Contact Name: Christine Rice

Contact Email: crice@glencoveny.gov

1. Customer owns or occupies site known as:

Site Name: Glen Cove Senior Center

Site Street: 130 Glen Street

Site City, State, Zip: Glen Cove, NY 11542

Site Phone Number: 759-9610

Site Fax Number: 759-5331

Site Contact Name: Christine Rice

Site Contact Email: crice@glencoveny.gov

**\*\*\*If changes need to be made to the above information, please make corrections on the yellow signature page located in the back of this contract on the space provided. \*\*\***

**Fire Sprinkler System(s):**

Where there is installed **(1) 4" Wet Pipe Automatic Sprinkler System(s)** at the referenced address.

2. Maccarone Plumbing Inc. shall inspect said mechanical installation (4) times per year and shall report to the Customer all needed items of maintenance, repairs, and replacements, which in the judgment of Maccarone Plumbing Inc. to be necessary. Maccarone Plumbing Inc. will also post an inspection card on premises for review by the local jurisdiction and your insurance company personnel.
3. This agreement is limited to inspections, testing, and maintenance; **it does not include** alterations, repairs, and/or replacements to the automatic sprinkler equipment, unless otherwise noted on this agreement. Any repairs, alterations and/or replacements shall be made by Maccarone Plumbing Inc. upon Customers order and acceptance by Maccarone Plumbing Inc. (**\*except as noted herein**).
4. Maccarone Plumbing Inc. may enter at all reasonable times any part of said premises for the purpose hereof. All work is to be performed during normal working hours.

MACCARONE PLUMBING WILL PERFORM THE FOLLOWING SCHEDULED MAINTENANCE AT THE INTERVALS STATED BELOW:

**QUARTERLY**

Quarterly service includes a visual inspection of the following:

- a) Fire Department Connections
- b) Control Valves
- c) Alarm Valve
- d) Spare Sprinkler Heads and Emergency Head Wrench
- e) Alarm Devices
- f) Pressure Readings
- g) Dry Pipe Valves
- h) Trim Valves

**ANNUALLY**

Inspections, testing and maintenance of the following:

- a) A Water Flow Test Will Be Performed And The Results Recorded
- b) Test The Water Motor Alarm
- c) Inspect the Fire Department Connection and Related Equipment
- d) Inspection of Signage
- e) Exercise All Sprinkler Control Valves
- f) Conform That The Hydraulic Information Plate is Attached to The Riser If Applicable
- g) Check Priming Water on The Dry Valve If Applicable
- h) Test quick opening device if applicable
- i) Test the Supervisory Switches On The Control Valves
- j) A Visual Inspection of All Sprinkler Heads and Pipe Hangers For Defects

- k) Before Freezing Weather, Inspect the Building to Assure Exterior Wall Openings Will Not Expose Wet Sprinkler Piping To Freezing Temperatures.
- l) Lubricate and operate all Above Ground Sprinkler Control Valves
- m) Exercise Underground Control Valves If Necessary
- n) Clean Strainers as Required
- o) Inspect Interior of The Dry Valve If Applicable
- p) Perform Partial Trip Test of The Dry Pipe Valve System
- q) Drain All Low Point Drain Valves
- r) Drain All Drum Drips
- s) Provide Written Reports of Inspection to The Customer

**PAYMENT:**

The customer agrees to pay the Contract Price in the amount of \$675.00 per year.

*\*Contract Prices are subject to yearly increases.*

*Customers to be notified thirty (30) days prior to the renewal date of this contract.*

**RATES:**

Repairs and part replacements as well as emergency service calls will be charged to the Customer's account at the following rates:

**MATERIAL** @ 5% off list price

**LABOR:**

Regular Time	\$ 165.00 Per Hour
Overtime	\$ 247.50 Per Hour

*\*Labor rates are subject to yearly increases. Customer to be notified thirty (30) days prior to the renewal date of the contract. Weekly testing and inspection procedures will be the responsibility of the building owner or tenant. Maccarone Plumbing Inc. will instruct building personnel as to these procedures during the first annual maintenance and testing visit.*

**TERMS AND CONDITIONS:**

- a. No changes in the terms hereof shall be binding upon either party unless approved in writing by an executive officer of each.
- b. Customer is required to keep a minimum temperature of 40 degrees Fahrenheit in all areas protected by the sprinkler system.
- c. This agreement takes effect on the date of acceptance by Maccarone Plumbing Inc. as indicated below and continues in effect for (1) one year
- d. Maccarone Plumbing Inc. reserves the right to cancel as inspection contract, without prior notification for:
  - 1.) Customer's non-payment of any invoices payable to Maccarone Plumbing Inc. within the terms of net 10 days
  - 2.) Sprinkler system shut down for more than thirty (30) consecutive days
  - 3.) Unable to access building or areas where sprinkler system is located for more than (2) consecutive months.

- e. This agreement is not transferable to future occupants, owners or agents of said site, and is automatically cancelled when/if the Customer relocates.
- f. Maccarone Plumbing Inc. is responsible for its errors or acts of negligence and shall carry appropriate insurance to cover such liability. The customer agrees to limit Maccarone Plumbing Inc.'s liability to the customer and to all other parties connected with the customer, such that the total aggregate liability of Maccarone Plumbing Inc. to the Customer and others, due to Maccarone Plumbing Fire Sprinkler's negligent acts, errors or omissions, shall not exceed the amount listed on the current Certificate of Insurance.
- g. Customer does hereby indemnify Maccarone Plumbing Inc. in connection with the loss of life, bodily or personal injury or property damage arising directly or from the installation, maintenance, use, repair, alteration, operation and replacement of the automatic fire sprinkler system and associated devices as described in this contract located at 130 Glen Street including associated piping, valves and other components thereof, excepting only however, any suits, actions, damages, claims, liability costs and expenses, including reasonable attorney's fees directly incurred by reason of the gross negligence or willful misconduct of Maccarone Plumbing Inc.
- h. Excludes-Fire Pump Testing.

60

## INDEPENDENT CONTRACTOR AGREEMENT

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

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516.759.9610

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

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

Name: Kathleen Pagano

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

Address: 1514 Cleveland Avenue

City/State/Zip: East Meadow, NY 11554

Business Telephone: 516.286.5430

Email: kitkathy7@gmail.com

3. WORK TO BE  
PERFORMED

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

Line Dance Instruction 1 x / week for 12 months

4. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$2,400 total; \$60 / session for 40 sessions

Dates: January 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023



5. REIMBURSE-  
MENT OF  
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES

Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. FRINGE BENEFITS &  
COMPEN-  
SATION

Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT  
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY

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

11. TERM OF  
AGREEMENT

This agreement shall become effective on January 1st, 2023  
and shall terminate on December 31<sup>st</sup>, 2023

12. TERMINATION  
WITHOUT CAUSE

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

13. TERMINATION  
WITH CAUSE

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

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

14. NO AUTHORITY  
TO BIND CLIENT

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

15. ENTIRE  
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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

For Senior Center Use  
Log #:  
Date:

18. INDEMNIFICATION To the fullest extent permitted by law, the Independent Contractor shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, and employees from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or the Amendment as defined in this Agreement, unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

Additionally, Independent Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Independent Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Independent Contractor are responsible for the claim does not relieve Independent Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Independent Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. In order for Independent Contractor to be relieved of the duty to defend, there must be no possible factual or legal basis on which Independent Contractor duty to indemnify under any provision of this indemnity agreement could be held to attach.

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature Title Date

**\*INDEPENDENT CONTRACTOR**

Kathleen Pagano  
Firm/Individual Name

Kathleen Pagano Independent Contractor 12/21/22  
Signature Title Date

**BY-LAWS  
OF  
THE GLEN COVE VOLUNTEER  
EMERGENCY MEDICAL SERVICE CORPS**  
*REVISED APRIL 14<sup>TH</sup>, 2022*



ARTICLE I: CORPS OFFICERS, ELIGIBILITY, ELECTIONS, VACANCIES & DUTIES .....	2
SECTION 1. CORPS OFFICERS .....	2
SECTION 2. ELIGIBILITY .....	2
SECTION 3. NOMINATIONS .....	4
SECTION 4. ELECTIONS.....	4
SECTION 5. VACANCIES.....	6
SECTION 6. DUTIES OF OFFICERS.....	6
ARTICLE II: COMMITTEES.....	8
SECTION 1. COMMITTEES.....	8
SECTION 2. DUTIES OF COMMITTEES .....	8
ARTICLE III: MEMBERSHIP .....	9
SECTION 1. APPLICATION AND ELECTION .....	9
SECTION 2. MEMBERSHIP STATUS.....	9
SECTION 3. RESPONSIBILITY OF MEMBERS .....	12
SECTION 4. CONFLICT OF INTEREST .....	12
ARTICLE IV: MEETINGS.....	13
SECTION 1. REGULAR AND SPECIAL MEETINGS.....	13
ARTICLE V: DISCIPLINARY PROCEDURES .....	14
SECTION 1. REMOVAL.....	14
SECTION 2. EXPULSION OF MEMBERS.....	14
SECTION 3. RESPONSIBILITY OF MEMBERS .....	14
SECTION 4. PROCEDURE FOR FILING CHARGES.....	14
SECTION 5. INVESTIGATION AND DISPOSITION OF CHARGES .....	15
SECTION 6. RIGHT TO APPEAL .....	18
SECTION 7. INTERIM SUSPENSION.....	18
ARTICLE VI: AMENDMENTS.....	19

## **ARTICLE I: CORPS OFFICERS, ELIGIBILITY, ELECTIONS, VACANCIES & DUTIES**

### **SECTION 1. CORPS OFFICERS**

The officers of the Corps shall consist of Chief Officers, Line Officers, Administrative Officers, and Trustees. The term of office of Chief Officers, Line Officers, and Trustees is two years. The term for all other officers is one year.

- A. Chief Officers. The Chief Officers of the Corps shall be a Chief, 1<sup>st</sup> Assistant Chief, and a 2<sup>nd</sup> Assistant Chief.
- B. Line Officers. The Line Officers of the Corps shall be a Captain and no more than three (3) Lieutenants. Line Officers are appointed at the discretion of the Chief of the Corps and must meet the eligibility criteria outlined in Article 1, Section 2B.
- C. Administrative Officers. The Administrative Officers shall be an Administrative Manager, Secretary, and a Treasurer.
- D. Trustees. Two members of the Corps shall serve as members of the Board of Trustees.

No member may hold more than one Chief Officer or Line Officer position at the same time. A member may hold multiple Administrative Officer Positions and may serve as a Chief Officer or Line Officer and an Administrative Officer. A Trustee may hold any position so long as it does not conflict with any of the above requirements.

### **SECTION 2. ELIGIBILITY**

No one shall be eligible to be a candidate for a Chief Officer or Line Officer position unless they are a permanent full time member in good standing as defined by the Policies & Procedures of Glen Cove EMS, certified as an EMT-B or higher, and have taken an approved Officers Training Course. In order to remain in office, Chief and Line Officers must remain as full-time members in good standing, and maintain, at minimum, an EMT-B Certification.

- A. Chief Officers. No one shall be eligible for the office of Chief of the Corps who is not a full time member and has not served as a Chief or an Assistant Chief. No one shall be eligible for the office of Assistant Chief who has not served as a Chief, Assistant Chief, or Captain.
- B. Line Officers. No one shall be eligible to be appointed as a Line Officer who is not a full time member and has not successfully completed ~~the~~an Officers Training Course. No one shall be eligible to be appointed to the office of Captain who has not served as Lieutenant. No one shall be eligible to be appointed to the office of Lieutenant who has not served as an Administrative Officer and has two (2) years of service.
- C. Administrative Officer. No one shall be eligible for an administrative office who has not been a member for at least one year by the time they take office. Part-Time and Full Time members are eligible for any administrative office.

- D. Trustees. No one shall be eligible for the office of Trustee who has not been a member for at least five years by the time they take office.



### SECTION 3. NOMINATIONS

Nominations for the Department Election of officers shall take place at the regular October meeting of the Corps. Nominations for Chief Officers and Trustees shall take place in the year preceding the January in which the Mayor takes office. Nominations for Administrative Officers shall take place annually. A person does not have to be present to be nominated, but at the time of nominations must have shown intent, in writing to the Corps, in order to be nominated in their absence. Nominations for the Department Election may only take place after the October meeting if a quorum was not present at the October meeting.

### SECTION 4. ELECTIONS

- A. Elections. Elections for Officers and Trustees shall take place at the regular November meeting of the Corps from 1900-2030 hours.
- B. Absentee Ballots. Absentee Ballots shall be accepted if placed in a sealed envelope, and then placed inside a second sealed envelope which shall have the seal signed by the absent member. The absent member may then either hand deliver it to a Chief or Trustee, or send it via certified mail to EMS Headquarters. All absentee ballots must be received prior to the meeting in which the election is held.
- C. Write-In Candidates. Votes for write-in candidates shall be accepted provided that the write-in candidate meets all the requirements for said office. All write-in votes for a non-qualified candidate shall be deemed invalid but shall be counted in the total votes cast.
- D. Election Committee. The current Board of Trustees shall act as the election committee and shall see that the election is carried out in a proper manner. At least two (2) members of the Board of Trustees shall be present at all elections and shall serve as the election committee. They shall be responsible for counting and validating the votes. During any vote where Trustees are being elected, any trustee whose name is on the ballot may not serve on the Election Committee. If two (2) eligible trustees are unable to be present at the election, one (1) member of the committee can be replaced with a former Trustee, Ex-Chief or Ex-Captain.
- ~~D.~~ At the time of elections, the Officers shall provide the election committee with a roll-call sheet containing all members eligible to vote and all members who are eligible to hold office. This committee shall have each member sign a roll-call sheet at the time they cast their ballot.
- E. Election Results. For all offices except Trustee, the winner shall be the candidate that receives a simple majority of the votes cast. Simple majority is defined as having one more vote than the next candidate. In the event of a tie, or if a write-in candidate has simple majority and does not accept the position, the election shall be suspended for two weeks (fourteen days), at which time a special meeting shall be called – as per Article IV, Sec. 2 C – to continue the Department election with the remaining candidates. In the event a candidate is elected to more than one Chief Office, The candidate shall accept only one Chief Officer position and the election for the other(s) shall be suspended for two weeks (fourteen days), at which time a special meeting shall be called – as per Article IV, Sec. 2 C – to continue the regular election with the remaining eligible candidates. A write-in candidate for the continuation of the regular election shall only be accepted if that write-in candidate tied for the most votes in the original election.

For the office of Trustee, the two candidates that receive the most votes shall win the election. In the event of a tie for the second office for Trustee, the election shall be suspended for two weeks



(fourteen days) at which time a special meeting shall be called – as per Article IV, Sec. 2 C – to continue the election. Absentee ballots shall be permitted at the special meeting. If another tie results, the same procedure shall be repeated until the second Trustee is elected.

- F. Voter Eligibility. No member may cast a vote for an Officer, Trustee or for any By- Law revision unless they are a Full Time or Part Time member in good standing and have served as permanent member for a total of eight of the last twelve months preceding the election. Up to six months of a permanent member's probationary time may be included in the eight-month requirement if served during said twelve-month period.
- G. Terms. The newly elected and appointed Officers and Trustees shall take office at 0001 hours on the January 1<sup>st</sup> following the election, and shall serve until their successors take office. Said Officers and Trustees shall take the oath of office at the Installation Dinner which follows their selection.
- H. Special Election. Special Elections may be called by the Chief of the Corps ~~whenever a vacancy arises with more than half of the term remaining in the vacated position~~ in accordance with Article I, Section 5 of these Bylaws. ~~Nominations for the Special Election shall take place at the next regular meeting after the position is known to be vacant. The election must be held no sooner than seventy-two (72) hours after the nomination in the event a Special Meeting is called for the purpose of election, but not later than after the following regularly scheduled meeting. Absentee Ballots may be cast for the Special Election but must adhere to all rules outlined in Article I, Sec. 4-B.~~

## **SECTION 5. VACANCIES & SPECIAL ELECTIONS**

- A. In the event that an office (other than Chief-of-the-Corps) becomes vacant, other than between July 1<sup>st</sup> and December 31<sup>st</sup> of a year when elections are scheduled, the Chief shall notify the members of the Corps within seventy-two hours of the receipt of a resignation and/or official knowledge of such vacancy. Once the Corps has been notified, nominations to fill said vacancy shall take place at the next regular meeting of the Corps. Elections shall be held no earlier than seventy-two hours after nominations – in the event that a special meeting is called pursuant to these By- Laws – but no later than at the next regular meeting following nominations. Absentee Ballots may be cast for the Special Election but must adhere to all rules outlined in Article I, Sec. 4 B.
- B. In the event that the office of Chief-of-the-Corps becomes vacant other than between July 1<sup>st</sup> and December 31<sup>st</sup> of a year when Chiefs' elections are scheduled, the First Assistant Chief shall assume the office of Chief-of-the-Corps until such time as the vacancy is filled.
- C. In the event than an office (other than Chief-of-the-Corps) becomes vacant between July 1<sup>st</sup> and December 31<sup>st</sup> of a year when elections are scheduled, a member meeting the qualifications of said office shall be selected by a majority vote of the remaining officers within two weeks of knowledge of the vacancy, and shall serve the remainder of the term.
- D. In the event that the office of Chief-of-the-Corps becomes vacant between July 1<sup>st</sup> and December 31<sup>st</sup> of a year when elections are scheduled, the First Assistant Chief shall assume the office of Chief-of-the-Corps for the remainder of the term.

## **SECTION 6. DUTIES OF OFFICERS**

- A. Chief. The Chief shall be the Chief Executive Officer, responsible for the management, administration, and operation of the Corps, and shall regulate and oversee all duties of the Officers. The Chief shall preside over Corps meetings, serve on Board of Trustees, and appoint chairpersons of committees and committee members.
- B. First Assistant Chief. The First Assistant Chief shall assist the Chief in discharge of his/her duties. The First Assistant Chief shall assume the duties of the Chief when the Chief is ill, out of town, or otherwise unable to act.
- C. Second Assistant Chief. The Second Assistant Chief shall assist the Chief in the discharge of his/her duties. The Second Assistant Chief shall assume the duties of the Chief when the Chief and First Assistant Chief are ill, out of town, or otherwise unable to act.
- D. Captain. The Captain shall report to the Chief and shall supervise the Lieutenants in the discharge of their duties. The Captain shall ensure that the emergency ambulance service vehicles are always in a ready condition to respond to calls, that the vehicles are clean, that checklists are completed regularly, and that equipment maintenance and checks are performed regularly. The members of the Corps shall assist the Captain in maintaining the vehicles in a ready-to-respond condition. As per Article II, Section 1A of the Glen Cove V.E.M.S Corps Constitution, the Captain shall be an ex-officio member of the Board of Trustees.

- E. Lieutenant. Each Lieutenant shall be in charge of one ambulance, as assigned by the Captain. The Lieutenants shall ensure that their assigned ambulance is always in a ready condition to respond to calls, that the ambulance is clean, that checklists are completed regularly, and that maintenance checks are performed regularly. The members of the Corps shall assist the Lieutenants in maintaining equipment and vehicles in a ready-to-respond condition. The Lieutenants shall be responsible for manpower assignments for duty crews and standbys for emergencies and public events. The Lieutenants shall verify that checklists are properly completed, and that any problems noted on the checklists are properly resolved.
- F. Administrative Manager. The Administrative Manager shall be responsible for the overseeing of personnel records. As per Article II, Section 1A of the Glen Cove V.E.M.S Corps Constitution, the Administrative Manager shall be an ex-officio member of the Board of Trustees.
- G. Secretary. The Recording Secretary shall keep a correct record of each meeting and of all proceedings of the Corps. The Secretary shall prepare such correspondence and communications, on behalf of the Corps, as may be directed by a Line Officer. The Secretary shall notify all Corps members of special meetings, at least seventy-two (72) hours in advance of said meeting. The records of the Secretary shall be available for inspection by the Board of Trustees and the Mayor of the City of Glen Cove.
- H. Treasurer. The Treasurer shall oversee accounts receivable, accounts payable, report the state of funds at each meeting, and render an account annually. The Treasurer shall serve as a fiscal liaison between the Corps and the City of Glen Cove.

## **ARTICLE II: COMMITTEES**

### **SECTION 1. COMMITTEES**

The following Committees and their Chairpersons shall be appointed by the Chief of the Corps in January of each year, unless otherwise specified in the By-Laws:

- A. Membership
- B. By-Laws
- C. Training
- D. Policies and Procedures
- E. Statistics
- F. Such other committees as the Chief authorizes

### **SECTION 2. DUTIES OF COMMITTEES**

- A. **MEMBERSHIP**: The membership Committee shall be responsible for recruiting and screening applicants for membership. Said Committee shall make recommendations to the Corps as to whether an applicant should be accepted as a Probationary member.

During the probationary period, the Committee shall oversee all Probationary members and shall apprise the Officers of the successful completion of each member's probationary period.

- B. **BY-LAWS**: The By-Laws Committee shall review all matters pertaining to the Constitution and may propose such additions and revisions as may be required from time to time.
- C. **TRAINING**: The Training Committee shall be responsible for developing regular training programs for the benefit of the Corps and the community. The First Assistant Chief shall be the Chairperson of the Training Committee.
- D. **POLICIES AND PROCEDURES**: The Policies and Procedures Committee shall be responsible for establishing standard operating procedures for the Corps. The Policies and Procedures shall be written as operational guidelines only and shall never supersede these By-Laws. Any policy or procedure must be approved by two of the three Chief Officers. The Second Assistant Chief shall be the Chairperson of the Policies and Procedures Committee.
- E. **STATISTICS**: The Statistics Committee shall submit a monthly report to the Officers containing pertinent statistical information for each member regarding the number of calls, shift time, drills, meetings attended, and any other information requested by the Officers.

## **ARTICLE III: MEMBERSHIP**

### **SECTION 1. APPLICATION AND ELECTION**

- A. **APPLICATION**: All applications for membership shall be submitted to the Membership Committee, which shall investigate and interview each applicant. The Committee shall notify the Corps at the next regular meeting and report their findings on the proposed applicant.
- B. **ELECTION**: At the meeting following notification by the Membership Committee of the proposed applicant, the Membership Committee shall make a recommendation to accept or reject said proposed applicant. The Corps shall then vote to accept or reject the proposed applicant by a simple majority vote.

### **SECTION 2. MEMBERSHIP STATUS**

- A. **PROBATIONARY**: every new Corps member shall require a probationary period of six cumulative active duty months. Said member will be responsible for fulfilling all duty requirements and attending meetings, details, and training sessions. Probationary members may not vote for the election or removal of Officers of the Corps or for By-Law changes.

At any time during the probationary period, the Officers of the Corps, in consultation with the Membership Committee, shall review the Probationary member's record and shall then, by a majority vote of the Officers, take one of the following actions:

- 1) Terminate the probationary period and change the Probationary member's status to that of a Permanent member.
- 2) Extend the period of probation up to a maximum of six additional months.
- 3) Expel the Probationary member from the Corps.

In the event that the Probationary member is either expelled from the Corps or the period of probation is extended, the Chief of the Corps shall set forth the reasons therefore in writing. Said Probationary member may appeal in writing to the Board of Trustees, which shall render a final decision within 30 days of receiving such appeal. The member in question shall be notified by the Board of Trustees by certified mail, return receipt requested, within 72 hours of the decision.

Any member who resigns or is asked to leave during their probationary period shall be prohibited from reapplying to the Corps for a period of one year from the date of resignation or expulsion.

- B. **FULL-TIME MEMBER**: A Full-Time member shall be required to fulfill duty requirements as outlined in the Policies and Procedures of Glen Cove EMS. Said member shall also be responsible for attending 50% of scheduled meetings and drills annually unless excused by the Chief upon submission of a written request either prior to or within 72 hours following the missed meeting or drill. A Full-Time member shall have full voting privileges and is entitled to all benefits of the Corps. The status of a Full-Time member can only be changed for just cause by order of the Chief, following consultation with the other Officers.

C. PART-TIME MEMBER: A Part-Time member shall be required to meet the following in order to apply for Part-Time membership or be afforded Part-Time membership if currently a Permanent member.

- a. A Part-Time member must commit to 50% of the monthly requirement currently in effect for a Full-Time member.
- b. A Part-Time member must maintain a current valid NYS driver's license.
- c. Once accepted by the corps, an applying Part-Time member must obtain a physical in accordance with the current corps physical policy.
- d. An applying Part-Time member must become a Driver within their six month probationary period.
- e. Part-Time members are urged to attend meetings, drills, and other Corps functions whenever possible; A Part-Time member shall have voting privileges.
- f. A Part-Time member shall only be eligible for the annual service award program if they meet the current requirements in effect for a Full-Time member.
- g. A Part-Time member is required to obtain and maintain CPR Certification and is encouraged to obtain First Aid Certification which shall be funded by Glen Cove EMS Corp.
- h. Unless otherwise provisioned in this section, a Part-Time member will follow the same Bylaws, Policies & Procedures, and other Rules & Regulations set forth by the Glen Cove Volunteer Emergency Medical Services Corps.
- i. The maximum number of Part-Time members shall be no more than twenty-five percent (25%) of the number of active members of the Corp, including members on any leave.

D. PERSONAL LEAVE OF ABSENCE: Requests for a personal leave of absence must be made in writing to the Chief of the Corps who, in conference with the other Officers, shall accept or reject the request. Leaves will be granted for no longer than three months at a time.

Members on a personal leave of absence are excused from, and may not participate in, any Corps duties or activities while on leave, and are inactive for the duration of the leave.

If a leave of absence needs to be extended, another request must be submitted in writing to the Chief, before the end of the previously granted leave.

Should a member be in need of a leave of absence, which would extend beyond 12 months, the member must resign from the Corps and reapply at a later time. In such cases, the probationary period may be waived, at the discretion of the Chief, upon reapplication.

E. MEDICAL LEAVE OF ABSENCE: Request for a medical leave of absence must be submitted in writing to the Chief of the Corps who, in conference with the other Officers, shall accept or reject the request. Requests for a medical leave of absence must be accompanied with a letter from a physician stating the approximate time frame of the leave. A maximum time of three months shall be granted at the time of each request. This may be extended a maximum of three times for a total of 12 months. A separate note must be submitted from the member's physician for each additional three months of leave. At the discretion of the Chief of the Corps, the Medical Leave may be extended beyond 12 months.

Members on medical leave of absence are excused from, and may not participate in, any Corps duties while on leave, and are inactive for the duration of their leave. A member on medical leave as a result of a Line-of-Duty injury shall be continued on the rolls as a permanent member as long as necessary.

Any member on a medical leave who wishes to return to active duty must submit a clearance letter from their own physician to the Chief of the Corps.

Any member who finds that they cannot return to active duty after 12 months of medical leave (excluding Line-of-Duty medical leave) must either:

- a. Resign from the Corps and reapply when able to return to active duty.
- b. If eligible, petition in writing to the Chief of the Corps to become an Exempt Member.
- c. Petition in writing to the Chief of the Corps for an additional extension beyond the 12-month Medical Leave.

- F. MILITARY LEAVE OF ABSENCE: The Chief of the Corps may grant a military leave of absence to a member entering active military service. In order to be eligible for a military leave of absence, the member must submit a copy of his/her military orders, with the request for a leave of absence to the Chief of the Corps within thirty (30) days of entering active military service. Such leave of absence shall only be for a maximum of four (4) total years of active duty. The member must receive an honorable discharge in order to return to their previous membership status with the Corps. A member will continue to accrue years of service with the Corps while they are on military leave.

A member on Military Leave who is able to complete all LOSAP requirements shall remain eligible for LOSAP participation.

- G. EXEMPT MEMBER: A member may apply, in writing, for Exempt status after completion of ten (10) years of active service, excluding Personal, or Non Line of Duty Medical Leaves of Absence. No member may apply for exempt status who is not in "Good Standing" at the time of their application, as defined by the GCEMS Policies and Procedures. The application shall be reviewed by the Line Officers of the Corps and shall either be accepted or rejected with explanation.

Exempt members shall be non-voting members, eligible to serve on committees, perform administrative duties under the guidance of an officer, and attend all corps functions, but may not take part in any EMS alarms. Any Exempt member who is employed as a Full-Time or Part-Time Emergency Medical Technician (BASIC) or Emergency Medical Technician (ADVANCED) with the City of Glen Cove (excluding seasonal employees) may take part in EMS alarms only while they are employed in their respective capacity.

Members who have joined the Corps prior to the date of approval of this bylaw change (09/26/2017) shall continue to be eligible for exempt status after 5 years of service. Any current or former member who has previously been approved for Exempt status shall remain eligible for Exempt Status no matter their years of service. Any member who rejoins the Corps after the above date with less than ten (10) years of previous service is required to complete ten (10) total years of cumulative service before being eligible for Exempt status unless any of the above criteria are met.

- H. HONORARY MEMBER: Honorary membership may be granted to any person not a member of the Corps, who has substantially and voluntarily aided and assisted the Corps, or rendered distinctive or valuable service to the Corps.



In order to be considered for Honorary Membership, a person must be nominated by the Chief of the Corps at a regular Monthly Meeting. The Chief of the Corps shall state the reason(s) why the person should be considered for Honorary Membership. The nomination shall be referred to a Committee of at least three (3) active members, to be appointed by the Chief of the Corps, which shall make a recommendation to the membership within two (2) months of the formation of the committee. A vote shall be taken at the meeting when the recommendation of the committee is made. A ninety (90) percent vote of the members present and voting is required to grant an honorary membership.

Honorary Members shall have all rights and privileges of active members in the use of EMS Headquarters, but may not take an active part in any EMS alarms. Honorary members shall have no voice or vote at any meeting(s) they attend. Honorary Members may participate in Parades & Social Events at the discretion of the Chief of the Corps.

- I. LIFE MEMBER: Any member may apply for Life Membership status who has been an active member (Full or Part-Time, or any combination of the two) for at least twenty (20) years, excluding all leaves of absence except Medical Leave due to Line of Duty Injury/Illness or the first three (3) years of Military Leave. Life members retain all rights and privileges of a permanent member as stated in Article III, Section 2B.

### **SECTION 3. RESPONSIBILITY OF MEMBERS**

All members shall be responsible for conducting themselves in accordance with the Constitution, By-Laws, and Operating Procedures of the Corps. Said members shall obey all lawful orders of the Officers of the Corps and shall be responsible for fulfilling all duty requirements and attending meetings and training sessions. All members shall be responsible for performing to their level of training in accordance with the New York State Emergency Medical Protocols. All members are required to be familiar with all equipment pertinent to their level of training. All members shall conduct themselves in a professional manner while representing the Corps and shall not offer any opinion on behalf of the membership of the Corps unless directed by the Chief of the Corps.

### **SECTION 4. CONFLICT OF INTEREST**

Any member who becomes aware that he/she or a member of his/her family holds a position of financial interest in any outside concern which sells goods or services to the Glen Cove Volunteer EMS Corps shall declare such conflict of interest in writing to the Chief of the Corps. Said declaration shall be made known to the members of the Corps at the next meeting of the Corps.

## **ARTICLE IV: MEETINGS**

### **SECTION 1. REGULAR AND SPECIAL MEETINGS**

- A. Regular meetings of the Corps shall be held on the second Thursday of each month at 2000 hours at a place to be designated by the Chief of the Corps.
- B. The Chief of the Corps may change the date, time, or place of any regular meeting if such change is necessary and would be in the best interest of the Corps.
- C. Special meetings may be called at any time by the Chief of the Corps, First Assistant Chief, the Board of Trustees, or upon written request to the Chief of the Corps by any five Permanent members. Members shall receive seventy-two (72) hours advance notice of any special meeting.
- D. No action may be taken at any regular or special meeting unless a quorum is present. A quorum shall consist of twenty-five (25) percent of the membership of which at least half are Permanent members.
- E. Procedures at meetings shall be governed by these By-Laws and *Robert's Rules of Order* (current edition).

## **ARTICLE V: DISCIPLINARY PROCEDURES**

### **SECTION 1. REMOVAL**

Any elected Officer may be removed from office:

- A. By two-thirds written ballot of the Corps members present and eligible to vote, as per Article I, Section 2, Subsection G, after they have heard the recommendations from the Board of Trustees who will have conducted their own investigation at the written request of ten or more members.
- B. Any officer appointed by the Chief of the Corps may be removed from their position at the discretion of the Chief of the Corps in consultation with his/her Assistant Chiefs.
- C. Any officer may be removed by the Mayor for just cause.

Any Officer removed from office shall still remain a member of the Corps unless convicted and expelled by an investigation held pursuant to Article V of these By-Laws.

### **SECTION 2. EXPULSION OF MEMBERS**

No member shall be expelled from the Corps unless convicted and expelled by an investigation held pursuant to this Article, with the exception of the following:

- A. Probationary members may be expelled for just cause, as stated in Article III, Section 2 A.
- B. Any member who fails to respond to Corps correspondence related to their membership status for a period of three months may be deemed an inactive member and may be expelled by a majority vote of the Officers. Said member shall be notified of this action by certified mail, return receipt requested, within seventy-two (72) hours of the vote.
- C. Any member who fails to fulfill the annual Corps requirements, as stated in Article III, Section 2 of these By-Laws.

Any member who is expelled from the Corps, for a reason other than attendance, or who resigns while being investigated on charges shall be prohibited from reapplying to the Corps. Any member who has been expelled two (2) times for attendance shall be prohibited from reapplying to the Corps.

### **SECTION 3. RESPONSIBILITY OF MEMBERS**

Any member having knowledge of any violation of the By-Laws, Constitution, or Operating Procedures of the Corps by another member shall have the obligation to bring said violation to the attention of the Chief of the Corps or to file written charges against the offending member.

### **SECTION 4. PROCEDURE FOR FILING CHARGES**

- A. All Charges against non-Officers must be submitted in writing to the Chief of the Corps and shall specify the article or section of the By-Laws, Constitution or Operating Procedures, which have allegedly been violated. The time, date and place of the violation must also be specified. The notice of charges must be signed by the member filing said charges.

All charges brought against any Officer must be submitted in writing to the Board of Trustees which shall investigate said charges, pursuant to Article V, Section 4, Subsection E.

- B. Charges must be made within seventy-two (72) hours of obtaining knowledge of any alleged violation, but in no event more than sixty (60) days from the date of occurrence.
- C. The charges against non-Officers shall be presented to the Chief of the Corps, who shall meet with one or both Assistant Chiefs and the By-Law Committee Chairperson to determine, within seventy-two (72) hours, whether the alleged charges, if proven, would constitute a violation of the By-Laws, Constitution, or Operating Procedures.

After a review of the charges, they may direct that the charges be dismissed or that an investigation be conducted. The findings shall be sent to the accused in writing, by certified mail with ~~return receipt requested~~, by email with read receipt to the email on file for the member, or be hand delivered by the Chief of the Corps, within seventy-two (72) hours of the determination.

- D. In the event that the By-Law Chairperson is brought up on charges, the Chief shall appoint ~~one non-Officer as a substitute and proceed~~ a member of the Bylaw Committee who is not a current officer, pursuant to Article V, Section 4, Subsection C.
- E. In the event that charges are filed against any Officer of the Corps, the member filing said charges shall present them to the President of the Board of Trustees. The Board of Trustees shall determine whether the alleged charges, if proven, would constitute a violation of the By-Laws, Constitution, or Operating Procedures. After a review of the Charges, they may direct the charges be dismissed or that an investigation be conducted. The President of the Board of Trustees shall send a copy of the findings to the accused Officer by certified mail with return receipt requested, by email with read receipt to the email on file for the member, or be hand delivered by the President of the Board of Trustees, ~~return receipt requested~~, within seventy-two (72) hours of the determination.

## SECTION 5. INVESTIGATION AND DISPOSITION OF CHARGES

- A. If an investigation is warranted against a non-officer, the Chief of the Corps, within ten business days following notification of the accused, shall appoint a Charge Investigation Committee of five members of the Corps, one whom shall be designated as Chairperson. The Chief of the Corps shall provide the accused member with the names of the Charge Investigation Committee. In the event that the accused member objects to any member(s) of the Charge Investigation Committee, the accused may request that the Board of Trustees, for just cause, remove the objected member(s) from the Charge Investigation Committee. If the Board of Trustees removes a member of the Charge Investigation Committee, they must immediately appoint another member to fill the vacancy. The accused member has one week from receipt of names to object to any member(s) of the Charge Investigation Committee.
- B. If an investigation is warranted against an Officer, the President of the Board of Trustees shall appoint a Charge Investigation Committee as per Article V, Section 5, Subsection A.
- C. The Charge Investigation Committee shall hold an initial meeting with committee members to conduct a preliminary investigation of the charges. At this meeting, the committee will review all charges against the accused, and ~~The preliminary investigation shall include interviews with the accused, witnesses and involved persons as well as a review of~~ all documents, incident reports and any other evidence pertinent to the charges to obtain factual evidence of the charges against



the accused. The Charge Investigation Committee may also conduct interviews in person, or by phone with the accused, any witnesses and/or involved persons.

D. Following the preliminary investigation by the Charge Investigation Committee, the accused member shall be notified within 72 hours, by certified mail with return receipt requested, by email with read receipt to the email on file for the member, or be hand delivered by the Chairman of the Charge Investigation Committee, ~~return receipt requested~~, of the date, time, and place of a hearing. ~~The accused~~ Notice must be given at least ten days notice, but no more than thirty days notice before the date of hearing. The accused member shall be entitled to request a rescheduling of the hearing upon a showing of good cause. Prior to the meeting, the accused member may request a meeting with the Chairman of the Charge Investigation Committee to review all evidence gathered by the Charge Investigation Committee related to the charges to construct a defense for the hearing.

~~D.~~ At any point after the preliminary investigation by the Charge Investigation Committee, the accused member shall have the right to plead guilty, in writing, to the finding(s) of the preliminary investigation and wave his/her rights to a hearing on the charge(s) he/she has pleaded guilty to. If the accused member is accused of more than one charge, the hearing will only be held for any charges the accused pleads innocent to.

E.

~~E.F.~~ The Chief of the Corps or President of the Board of Trustees (in the case of an accused Officer) may appoint a person from inside or outside of the Corps to assist the Charge Investigation with the hearing process. The Chief of the Corps or President of the Board of Trustees (in the case of an accused Officer), shall appoint a stenographer or secretary to keep a verbatim transcript or tape recording of all proceedings, which shall be available to the accused at his/her request upon completion of the hearing.

G. At the hearing, the accused member shall have the right to be represented by a person of his/her choice ~~and to review and rebut all evidence gathered by the Charge Investigation Committee.~~ The representative may only advise the accused member and may not question any witnesses or members of the Committee. The Chairman of the Charge Investigation Committee must be notified at least one week in advance of who will be representing the accused member at the hearing. During the hearing, The Charge Investigation Committee shall present evidence and/or witnesses to provide details on the charge(s) and allow the accused member to present evidence on their behalf and cross examine any witnesses. The accused ~~Said~~ member shall also have the right to present additional witnesses and other evidence on his/her behalf.

At any point during the hearing, the Chairman of the Charge Investigation Committee may request an adjournment of at least 24 hours but no more than 7 days to:

1. obtain additional information
2. Call additional witnesses
3. Other extenuating circumstances not outlined above

~~F. — The Chief of the Corps or President of the Board of Trustees (in the case of an accused Officer), shall appoint a stenographer or secretary to keep a verbatim transcript or tape recording of the proceedings, which shall be available to the accused at his/her request upon completion of the hearing.~~



H. Within ten business days following the conclusion of the hearing, the Charge Investigation Committee shall determine the innocence or guilt of the accused based on the facts presented at the hearing. In the event the accused is found guilty, the Charge Investigation Committee shall also determine the penalty to be imposed to the accused within these ten business days. This report shall be submitted to the Chief of the Corps (or President of the Board of Trustees in the event of an accused Officer) and contain all factual findings to support the charge(s).

~~G.~~ Upon receipt of the report from the Charge Investigation Committee, the Chief of the Corps or President of the Board of Trustees (in the case of an accused officer), shall send the report of the Charge Investigation Committee as well as penalty to be imposed (in the case of guilt) to issue a written report in which they shall set forth their decision of innocence or guilt, along with a factual basis to support their finding. Said report shall be sent to the accused by certified mail, return receipt requested, within seventy-two (72) hours of its completion the Committee's determination of innocence or guilt.

~~H.~~ If the said member is found guilty, a second meeting with the Charge Investigation Committee shall be scheduled within ten business days from the time of the finding for the purpose of determining the penalty to be imposed. The convicted member shall have the right to present a statement, orally or in writing, which shall be directed only to the nature of the penalty to be imposed. The Charge Investigation Committee shall determine the penalty to be imposed and shall submit this in writing to the Chief of the Corps or the President of the Board of Trustees (in the case of an accused Officer), to officially notify the convicted member of the penalty to be imposed by certified mail, return receipt requested, within five (5) business days. The penalty, as determined by the Charge Investigation Committee, shall take effect immediately upon the mailing of notification.

I.

~~I.~~ J. In the event that the accused member fails to appear ~~at either~~ any of the above stated hearings or investigations on the date scheduled, without notifying the Charge Investigation Committee in advance of his/her inability to appear and without having requested an alternate date, then the Charge Investigation Committee may, at its discretion, either proceed with the hearings or investigations in the absence of the accused member or reschedule the hearing or investigation.

~~J.~~ In the event that the accused member pleads guilty to the preliminary findings of the Charge Investigation Committee, said member may, in writing, waive his/her right to a hearing and face sentencing pursuant to Article V, Section 5, Subsection H.

K. In the event that a member is found not guilty of the charges, said member shall be restored completely to the status held prior to charges being brought against him/her and the record shall be expunged of any reference to the charges.

~~L.~~ Any other correspondence between the Corps and the accused member, which is not specifically mentioned above, shall be done by certified mail with, return receipt requested or email with read receipt. All notifications to the accused shall be considered official upon the receiving of the return receipt or read receipt by either the Chief of the Corps, ~~or the~~ President of the Board of Trustees, or the Chairman of the Charge Investigation Committee with the exception of the notification of the penalty, as stated in Article V, Section 4, Subsection H.

L.

~~M. — All written documents and media pertaining to any hearing are to be officially sealed and kept in a special file with the Chief of the Corps. At the end of the Chief's term, this file shall be handed over to the new chief and placed in the members file. If an accused member is found guilty of any charges, those charges and penalty are to be visible in the members file.~~

M.

## **SECTION 6. RIGHT TO APPEAL**

A non-officer convicted by the Charge Investigation Committee may appeal his/her conviction to the Board of Trustees by notifying the Chief or either Assistant Chief of the Corps in writing of his/her intention to appeal within thirty (30) days of his/her notification of conviction.

The appeal shall be heard by the Board of Trustees within fourteen (14) days of notification or as soon as it is possible to assemble a quorum. After hearing the member or his/her representative and reviewing the Charge Investigation Committee's records, the Board may affirm or reverse the conviction. The convicted member will then be sent the Board of Trustees' decision by mail, return receipt requested, within five business days.

Any Officer convicted by the Charge Investigation Committee may appeal his/her conviction directly to the Mayor by notifying the Mayor in writing of his/her intention to appeal within thirty (30) days of his/her notification of conviction. The appeal shall be heard by the Mayor at his/her earliest convenience. After hearing the member or his/her representative and reviewing the Charge Investigation Committee's records, the Mayor may affirm or reverse the condition. The convicted member will then be sent the Mayor's decision by certified mail, return receipt requested, within five (5) business days.

## **SECTION 7. INTERIM SUSPENSION**

Nothing contained in this Article shall negate the right of the Chief of the Corps or either Assistant Chief to suspend a member if it appears that it would be disruptive and contrary to the best interest of the Corps to allow said member to continue to function as a member of the Corps. No member may be temporarily suspended pursuant to this section for a period of time in excess of ten (10) business days unless, within the suspension period, written charges are filed.

Should written charges be filed during the suspension period, said member shall remain on suspension throughout the duration of the disciplinary process.

Any member or officer on suspension shall be prohibited from any and all Corps activities, to include attending meetings, drills, parades, etc., ~~and riding on the ambulance~~ including all alarms. Said member shall also be denied access to E.M.S headquarters unless the member is on official business with their employer or with another emergency service agency.



## **ARTICLE VI: AMENDMENTS**

These By-Laws are subject to change or amendment pursuant to the provisions of Article VI of the Constitution of the Glen Cove Volunteer Emergency Medical Service Corps. Members shall be considered eligible to vote for any changes in these By-Laws if they meet requirements as defined in Article I, Section 2, Subsection G of these By-Laws.



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

## BUDGET AMENDMENT

6Q

Department: Senior Center

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-42351	NC ARPA & Other Pandemic Aid	\$75,000.00	
A7030-55438	Contractual Services		\$75,000.00

### Reason for Amendment:

To accept Coronavirus State and Local Fiscal Recovery Funds, as provided by the American Rescue Plan Act of 2021 through Nassau County Department of Health and Human Services, Office for the Aging.

Department Head Signature:

*Christine Rice*

Date: 12/30/22

City Controller Approval:

*Michael J....*

Date: 12/30/22

City Council Approval-Resolution Number:

Date: