



November 30, 2023

Via email to: MarkPa@dep.nyc.gov, AlyssaP@dep.nyc.gov

Mr. Mark Page, Jr.
Executive Director
Bureau of Environmental Compliance
Department of Environmental Protection
59-17 Junction Blvd., 8th Floor
Flushing, NY 11373

Alyssa Preston, Esq.
Deputy Director
Bureau of Environmental Compliance
Department of Environmental Protection
59-17 Junction Blvd., 8th Floor
Flushing, NY 11373

Dear Mr. Page and Ms. Preston:

On behalf of DJ Transportation [D&J Service, Inc. ; D-J Ambulette Service Inc. DBA Citicare ; 2622 LLC DBA Genesis ; Haight, Inc. ; MJSA, Inc. ; MJJ Service, Inc. ; and Local Express LLC] ("D&J"), we write to request a variance from Section 24-163 of the New York Administrative Code.

I am enclosing our completed Air Code Variance application. Please let me know if there is any additional information you need to process our application.

Respectfully submitted,

Joseph Gallitto
President



I. Details of the Vehicle or Description of the fleet:

Make _____ Model _____ Year _____

See Attached Fleet List

II. Does this vehicle or fleet run on gasoline or diesel?

Gasoline

III. What is the vehicle's weight rating (GVWR) and registered weight for the vehicle? If the vehicles are identical, please provide just one weight of the vehicle.

GVWR _____ lbs.

Registered weight _____ lbs.

See Attached Fleet List

IV. How much power is required to power all the required units in the vehicle fleet?

a. List all the equipment that requires external power.

Air Conditioning, Heating, Wheelchair Lift, Sensors for Wheelchair Lift Safety, Onboard Cameras, GPS and Driver Monitoring System, and Emergency Exit Alarms

b. How many hours is required for each piece of equipment to run on external power?

All of the equipment listed above needs the vehicle running in order to operate for the safety of our disabled passengers while we are waiting to on-board passengers and when passengers are on-board the vehicle.

V. Have you considered installing a Battery power APU unit or Gasoline power APU

1. If yes, list APU details _____

We have inquired with our bus sales reps as to the availability of installing external battery or gasoline APU's that can supply the power necessary to keep our vehicles at the appropriate temperature when turned off. At this time, there isn't anything compatible to our vehicles, but they are looking into ways these can be put onto vehicles for future purchases.

2. Explain in detail why we should approve your waiver, including a cost analysis, undue hardship burdens, and improvements to your fleet to reduce engine idling.



Part V – Question (2)

DJ Transportation (“D&J”) is a dedicated, family owned, non-emergency medical transportation service that specializes in providing transportation solutions for disabled individuals throughout New York City, specifically transportation for the Office for People With Developmental Disabilities (OPWDD). We understand the unique challenges faced by individuals with physical and mental disabilities, and we are committed to offering a reliable and compassionate transportation service to meet their specific needs. Our service is designed to ensure that every client experiences safe, comfortable, and dignified transportation to and from various destinations.

Due to the unique population we serve and our need to maintain a consistent temperature for our passengers, we hereby request a variance from Section 24-163 of New York City’s Administrative Code to allow our vehicles to idle for more than three minutes when they are waiting to on-board passengers and when passengers are on-board the vehicle. Many of the passengers we transport are non-verbal and are unable to communicate if or when they are having a medical emergency. With the disabilities that our clientele have, excess hot or cold temperatures can cause agitation and cause life threatening medical issues to arise.

D&J provides transportation services for various agencies that have contracts with the New York State Office of People with Developmental Disabilities (“OPWDD”). All our agency contracts have standard provisions that require our vehicles to provide a consistent temperature for our passengers prior to their boarding our vehicles or face a monetary penalty. Often, we have 15-minute window where we are contractually obligated to onboard a passenger. During that time, a consistent temperature must be maintained. Thus, if we are not granted a waiver, we will face an unreasonable hardship since we will either violate New York City law or in breach of our contracts.¹

There are no comparable zero-emission vehicles that meet the operational specifications for the services we provide. Significant technological advances are necessary to fully, or even mostly, electrify D&J’s fleet.

We have explored electrifying our fleet, but at present, a vehicle that holds a battery big enough to operate a complete day does not presently exist. We have been actively engaging with our bus sales representatives and they are actively exploring electric vehicles that will allow us to begin transitioning our fleet. We have even set up charging terminals at our bus hub in preparation for the time when an electric vehicle can meet our transportation needs.

OPWDD regulations mandate that no individual passenger trip can last longer than 90 minutes based on medical need. A fully fueled gasoline powered bus can transport passengers for an entire workday. As indicated above, an electric bus (which does not yet exist) may not provide similar transportation longevity. Unlike a gasoline powered engine that can be quickly refueled, an electric bus would require significant time during the day to recharge. This is incompatible with OPWDD regulations.

¹ See attached contract excerpts attached hereto.



Finally, the type of equipment we need to operate - air conditioning in the summer and heat in the winter cannot be provided using an alternative power source.

Therefore, D&J respectfully requests that the NYC Department of Environmental Protection grant us a variance exception to the Idling Prohibition for vehicles under §24-163 of the New York City Administrative Code.

D&J also respectfully requests that all pending §24-163 violations and associated hearings be dismissed upon the granting of this variance.

VEHICLE LIST

Vehicle Number	Company	Year	Make	Model	Plate Number	V.I.N. Number	GVWR	Registered Weight	Fuel Type
025	D-J Ambulette	2018	FORD	E-450	26714BT	1FDXE4FSSJDC40117	14500	10500	Gas
114	D&J SERVICE	2024	FORD	E-450	19548LY	1HA3GSB70PN002029	14500	10500	Gas
118	D&J SERVICE	2024	FORD	E-450	16823BT	1HA6GUB75PN002861	14500	10500	Gas
121	HAIGHT	2012	FORD	E-450	21268BT	1FDWE3FL1CDB04911	14500	10500	Gas
125	D&J SERVICE	2024	FORD	E-450	16817BT	1HA6GUB77PN002604	14500	10500	Gas
214	D&J SERVICE	2024	FORD	E-450	19547LY	1HA3GSB70PN002127	14500	10500	Gas
218	D&J SERVICE	2024	FORD	E-450	16821BT	1HA6GUB76PN002870	14500	10500	Gas
225	D&J SERVICE	2024	FORD	E-450	16816BT	1HA6GUB74PN002589	14500	10500	Gas
318	D&J SERVICE	2024	FORD	E-450	16825BT	1HA6GUB74PN002852	14500	10500	Gas
325	D&J SERVICE	2024	FORD	E-450	16818BT	1HA6GUB77PN002554	14500	10500	Gas
418	D&J SERVICE	2024	FORD	E-450	16824BT	1HA6GUB7XPN002886	14500	10500	Gas
425	D&J SERVICE	2024	CHEVROLET	G-3500	16814BT	1HA6GUB73PN002535	14500	10500	Gas
520	2622 LLC	2024	CHEVROLET	G-3500	16847BT	1HA6GUB79PN006539	14500	10500	Gas
525	D&J SERVICE	2024	FORD	E-450	16820BT	1HA6GUB76PN002528	14500	10500	Gas
620	2622 LLC	2025	FORD	E-450	27276BT	1FDXE4FN0PDD14899	14500	10500	Gas
625	D&J SERVICE	2024	FORD	E-450	16815BT	1HA6GUB7XPN002919	14500	10500	Gas
720	2622 LLC	2025	FORD	E-450	16849BT	1FDXE4FN6RDD21603	14500	10500	Gas
725	D&J SERVICE	2024	FORD	E-450	16826BT	1HA6GUB76PN002903	14500	10500	Gas
820	2622 LLC	2025	FORD	E-450	16848BT	1FDXE4FNXRDD21605	14500	10500	Gas
825	D&J SERVICE	2024	FORD	E-450	16819BT	1HA6GUB7XPN002855	14500	10500	Gas
920	2622 LLC	2025	FORD	E-450	27275BT	1FDXE4FN1RDD21606	14500	10500	Gas
925	D&J SERVICE	2024	FORD	E-450	16829BT	1HA6GUB77PN002909	14500	10500	Gas
1009	HAIGHT	2017	FORD	E-250	15602LY	1FTYR2CM6HKA73456	7400	4987	Gas
1020	D&J SERVICE	2024	FORD	E-450	16822BT	1HA6GUB71PN002923	14500	10500	Gas
1025	D&J SERVICE	2024	FORD	E-450	16813BT	1HA6GUB72PN002915	14500	10500	Gas
1109	HAIGHT	2018	FORD	E-250	15601LY	1FTYE2CM7JKA80532	7400	4987	Gas
1115	D&J SERVICE	2023	CHEVROLET	G-3500	13273LY	1HA3GSB76NN003988	14500	10500	Gas
1120	D&J SERVICE	2024	FORD	E-450	16828BT	1FDFE4FN7RDD02845	14500	10500	Gas
1125	LOCAL EXPRESS	2008	FORD	E-450	24892BT	1FD4E45S68DB51946	14500	10500	Gas
1207	HAIGHT	2019	FORD	E-250	41724LV	1FTYR2CM8KKA29305	7400	4987	Gas
1215	D&J SERVICE	2023	CHEVROLET	G-3500	13274LY	1HA3GSB71NN004157	14500	10500	Gas
1220	D&J SERVICE	2024	FORD	E-450	16827BT	1FDFE4FN2RDD02851	14500	10500	Gas
1307	HAIGHT	2019	FORD	E-250	41723LV	1FTYR2CM1KKA29307	7400	4987	Gas
1315	D&J SERVICE	2023	CHEVROLET	G-3500	13272LY	1HA3GSB72NN004202	14500	10500	Gas
1407	HAIGHT	2019	FORD	E-250	45100LV	1FTYR2CMXXKA29306	7400	4987	Gas
1425	D-J Ambulette	2009	FORD	E-450	61179BA	1FDFE45S09DA61816	14500	10500	Gas
1507	D&J SERVICE	2020	FORD	E-250	14941LY	1FTBR1C8XLKA16673	7400	4987	Gas
1525	LOCAL EXPRESS	2010	FORD	E-450	24891BT	1FDFE4FSXADA42306	14500	10500	Gas
1607	D&J SERVICE	2020	FORD	E-250	14942LY	1FTBR1C85LKA16810	7400	4987	Gas
1625	LOCAL EXPRESS	2010	FORD	E-450	26103BT	1FDFE4FS3ADA42308	14500	10500	Gas
1725	LOCAL EXPRESS	2010	FORD	E-450	26102BT	1FDFE4FS2ADA46401	14500	10500	Gas
1825	LOCAL EXPRESS	2010	FORD	E-450	24893BT	1FDFE4FS6ADA46403	14500	10500	Gas
1925	LOCAL EXPRESS	2010	FORD	E-450	26105BT	1FDFE4FS1ADA05855	14500	10500	Gas
2125	LOCAL EXPRESS	2010	FORD	E-450	21294BT	1FDFE4FS8ADA49240	14500	10500	Gas
2225	LOCAL EXPRESS	2010	FORD	E-450	26101BT	1FDFE4FS3ADA90195	14500	10500	Gas
2425	LOCAL EXPRESS	2011	FORD	E-450	24888BT	1FDFE4FS3ADB01678	14500	10500	Gas
2520	D&J SERVICE	2009	FORD	E-450	20798BT	1FDFE45S79DA44138	14500	10500	Gas
2625	LOCAL EXPRESS	2011	FORD	E-450	21295BT	1FDFE4FS4ADB01690	14500	10500	Gas
2725	LOCAL EXPRESS	2011	FORD	E-450	24896BT	1FDFE4FS4ADB01687	14500	10500	Gas
2820	D&J SERVICE	2010	FORD	E-450	20796BT	1FDFE4FS3ADA55804	14500	10500	Gas
2920	LOCAL EXPRESS	2011	FORD	E-450	24889BT	1FDFE4FS1ADB00593	14500	10500	Gas
2925	LOCAL EXPRESS	2011	FORD	E-450	24863BT	1FDFE4FS3ADB01700	14500	10500	Gas
3020	D&J SERVICE	2011	FORD	E-450	21261BT	1FDFE4FS2ADB02546	14500	10500	Gas

3025	LOCAL EXPRESS	2011	FORD	E-450	12567BT	1FDFE4FS3ADB01695	14500	10500	Gas
3120	D&J SERVICE	2011	FORD	E-450	10128BT	1FDFE4FS8ADB02552	14500	10500	Gas
3220	HAIGHT	2011	FORD	E-450	54078BB	1FDFE4FS3ADB02555	14500	10500	Gas
3225	LOCAL EXPRESS	2011	FORD	E-450	12566BT	1FDFE4FS2ADB01719	14500	10500	Gas
3420	LOCAL EXPRESS	2011	FORD	E-450	24862BT	1FDFE4FS2BDA80307	14500	10500	Gas
3425	LOCAL EXPRESS	2011	FORD	E-450	12544BT	1FDFE4FS5ADB01696	14500	10500	Gas
3520	D&J SERVICE	2011	FORD	E-450	21271BT	1FDFE4FS4BDA80308	14500	10500	Gas
3525	LOCAL EXPRESS	2011	FORD	E-450	12559BT	1FDFE4FSXADB01709	14500	10500	Gas
3620	D&J SERVICE	2011	FORD	E-450	21262BT	1FDFE4FS4BDA86822	14500	10500	Gas
3625	LOCAL EXPRESS	2011	FORD	E-450	54091BB	1FDFE4FS4ADB01737	14500	10500	Gas
3720	D&J SERVICE	2011	FORD	E-450	20797BT	1FDFE4FS2BDA80310	14500	10500	Gas
3725	LOCAL EXPRESS	2011	FORD	E-450	54089BB	1FDFE4FS8ADB01739	14500	10500	Gas
3815	MJJ SERVICE	2019	FORD	E-250	13555BT	1FBAX2XM0KKB71718	7400	4987	Gas
3820	D&J SERVICE	2011	FORD	E-450	21272BT	1FDFE4FS8BDA80490	14500	10500	Gas
3825	LOCAL EXPRESS	2011	FORD	E-450	54088BB	1FDFE4FS3ADB01714	14500	10500	Gas
3915	MJJ SERVICE	2019	FORD	E-250	13554BT	1FBAX2XM2KKB71719	7400	4987	Gas
3920	LOCAL EXPRESS	2011	FORD	E-450	24890BT	1FDFE4FS6BDA80309	14500	10500	Gas
3925	LOCAL EXPRESS	2011	FORD	E-450	54094BB	1FDFE4FS4ADB01723	14500	10500	Gas
4020	D&J SERVICE	2011	FORD	E-450	20799BT	1FDFE4FSXBDA83469	14500	10500	Gas
4025	LOCAL EXPRESS	2011	FORD	E-450	54092BB	1FDFE4FS8ADB01742	14500	10500	Gas
4120	D&J SERVICE	2011	FORD	E-450	10129BT	1FDFE4FS8BDA86824	14500	10500	Gas
4125	LOCAL EXPRESS	2011	FORD	E-450	13550BT	1FDFE4FS8ADB01725	14500	10500	Gas
4220	D&J SERVICE	2011	FORD	E-450	11481BT	1FDFE4FS6BDA86823	14500	10500	Gas
4225	LOCAL EXPRESS	2011	FORD	E-450	54090BB	1FDFE4FS0ADB01735	14500	10500	Gas
4320	LOCAL EXPRESS	2011	FORD	E-450	24864BT	1FDFE4FS8BDA83468	14500	10500	Gas
4325	LOCAL EXPRESS	2012	FORD	E-450	24895BT	1FDFE4FS4ADB00622	14500	10500	Gas
4420	D&J SERVICE	2012	FORD	E-450	19495BT	1FDFE4FS4BDB39017	14500	10500	Gas
4425	LOCAL EXPRESS	2012	FORD	E-450	24894BT	1FDFE4FS8ADB00624	14500	10500	Gas
4520	D&J SERVICE	2012	FORD	E-450	19498BT	1FDFE4FS7BDB39027	14500	10500	Gas
4525	LOCAL EXPRESS	2012	FORD	E-450	12545BT	1FDFE4FS7CDA96195	14500	10500	Gas
4620	D&J SERVICE	2012	FORD	E-450	21250BT	1FDFE4FS4CDA96154	14500	10500	Gas
4625	LOCAL EXPRESS	2012	FORD	E-450	12560BT	1FDFE4FS5CDA70582	14500	10500	Gas
4720	D&J SERVICE	2014	FORD	E-450	19496BT	1FDFE4FS9DDA93283	14500	10500	Gas
4725	MJJ SERVICE	2014	FORD	E-450	51544BB	1FDFE4FS8DDA06053	14500	10500	Gas
4820	D&J SERVICE	2014	FORD	E-450	11412BT	1FDFE4FS5EDA05878	14500	10500	Gas
4825	MJJ SERVICE	2014	FORD	E-450	51548BB	1FDFE4FSXDDA20780	14500	10500	Gas
4920	D&J SERVICE	2014	FORD	E-450	28448BB	1FDFE4FS3EDA05894	14500	10500	Gas
4925	MJJ SERVICE	2014	FORD	E-450	51545BB	1FDFE4FS9DDB00068	14500	10500	Gas
5020	D&J SERVICE	2011	FORD	E-450	19497BT	1FDFE4FS8BDB10135	14500	10500	Gas
5025	LOCAL EXPRESS	2009	FORD	E-450	12543BT	1FDFE45S09DA47365	14500	10500	Gas
5120	HAIGHT	2013	FORD	E-450	21601BT	1FDFE4FS2CDB04994	14500	10500	Gas
5125	LOCAL EXPRESS	2010	FORD	E-450	12542BT	1FDFE4FS0ADA97508	14500	10500	Gas
5220	HAIGHT	2015	FORD	E-450	54086BB	1FDFE4FS5FDA15988	14500	10500	Gas
5225	MJJ SERVICE	2015	FORD	E-450	32879BB	1FDFE4FS3FDA09784	14500	10500	Gas
5320	HAIGHT	2015	FORD	E-450	54084BB	1FDFE4FS3FDA15987	14500	10500	Gas
5325	MJJ SERVICE	2015	FORD	E-450	51546BB	1FDFE4FS5FDA10693	14500	10500	Gas
5425	MJJ SERVICE	2015	FORD	E-450	51547BB	1FDFE4FS2FDA09792	14500	10500	Gas
5520	D&J SERVICE	2016	FORD	E-450	11411BT	1FDFE4FS3GDC21067	14500	10500	Gas
5525	LOCAL EXPRESS	2011	FORD	E-450	12541BT	1FDFE4FS5BDB14952	14500	10500	Gas
5620	MJJ SERVICE	2016	FORD	E-450	34593BB	1FDFE4FS3GDC21070	14500	10500	Gas
5625	LOCAL EXPRESS	2015	FORD	E-450	12558BT	1FDFE4FS2FDA23935	14500	10500	Gas
5720	HAIGHT	2016	FORD	E-450	54079BB	1FDFE4FS1GDC26364	14500	10500	Gas
5725	MJSA INC	2016	FORD	E-450	54050BB	1FDFE4FS9GDC56924	14500	10500	Gas
5820	HAIGHT	2016	FORD	E-450	54082BB	1FDFE4FS5GDC49257	14500	10500	Gas
5825	MJSA INC	2016	FORD	E-450	51549BB	1FDFE4FS9GDC33398	14500	10500	Gas

5925	MJSA INC	2016	FORD	E-450	54051BB	1FD FE4FS2GDC57042	14500	10500	Gas
6020	HAIGHT	2017	FORD	E-450	37947BB	1FD FE4FS9HDC06803	14500	10500	Gas
6025	MJSA INC	2017	FORD	E-450	54053BB	1FD FE4FS0HDC27619	14500	10500	Gas
6120	D&J SERVICE	2017	FORD	E-450	11423BT	1FD FE4FS9HDC02542	14500	10500	Gas
6125	MJSA INC	2017	FORD	E-450	54052BB	1FD FE4FS8HDC27612	14500	10500	Gas
6220	LOCAL EXPRESS	2017	FORD	E-450	37945BB	1FD FE4FS0HDC02543	14500	10500	Gas
6225	MJSA INC	2017	FORD	E-450	54056BB	1FD FE4FS4HDC27624	14500	10500	Gas
6320	D&J SERVICE	2017	FORD	E-450	11414BT	1FD FE4FS8HDC02581	14500	10500	Gas
6325	MJSA INC	2017	FORD	E-450	54055BB	1FD FE4FS8HDC27626	14500	10500	Gas
6420	D&J SERVICE	2017	FORD	E-450	11418BT	1FD FE4FS3HDC27615	14500	10500	Gas
6425	MJJ SERVICE	2017	FORD	E-450	37949BB	1FD FE4FSXGDC30977	14500	10500	Gas
6520	D&J SERVICE	2017	FORD	E-450	54087BB	1FD FE4FS7HDC27617	14500	10500	Gas
6525	MJJ SERVICE	2017	FORD	E-450	51542BB	1FD FE4FS1GDC50485	14500	10500	Gas
6620	HAIGHT	2017	FORD	E-450	41960BB	1FD FE4FS0HDC28592	14500	10500	Gas
6625	MJJ SERVICE	2017	FORD	E-450	51543BB	1FD FE4FS0HDC07483	14500	10500	Gas
6720	2622 LLC	2017	FORD	E-450	37988BB	1FD FE4FS5HDC33738	14500	10500	Gas
6725	LOCAL EXPRESS	2017	FORD	E-450	54093BB	1FD FE4FSXHDC07491	14500	10500	Gas
6820	2622 LLC	2017	FORD	E-450	12534BT	1FD FE4FS2HDC33745	14500	10500	Gas
6825	MJSA INC	2017	FORD	E-450	37967BB	1FD FE4FS0HDC26678	14500	10500	Gas
6920	D&J SERVICE	2017	FORD	E-450	11417BT	1FD FE4FS8HDC33748	14500	10500	Gas
6925	MJSA INC	2017	FORD	E-450	54054BB	1FD FE4FS1HDC27628	14500	10500	Gas
7020	2622 LLC	2017	FORD	E-450	12536BT	1FD FE4FSXHDC33749	14500	10500	Gas
7025	MJSA INC	2017	FORD	E-450	37966BB	1FD FE4FS4HDC26649	14500	10500	Gas
7120	2622 LLC	2017	FORD	E-450	12537BT	1FD FE4FS5HDC33688	14500	10500	Gas
7125	MJSA INC	2017	FORD	E-450	37964BB	1FD FE4FSXHDC26655	14500	10500	Gas
7220	2622 LLC	2017	FORD	E-450	12538BT	1FD FE4FS3HDC33690	14500	10500	Gas
7225	MJSA INC	2017	FORD	E-450	37962BB	1FD FE4FS2HDC26665	14500	10500	Gas
7309	D&J SERVICE	2017	FORD	E-250	19945LY	1FTYR2CM2HKB20708	7400	4987	Gas
7320	2622 LLC	2017	FORD	E-450	12539BT	1FD FE4FS9HDC33693	14500	10500	Gas
7325	MJSA INC	2017	FORD	E-450	37963BB	1FD FE4FSXHDC27630	14500	10500	Gas
7409	D&J SERVICE	2017	FORD	E-250	19946LY	1FTYR2CM3HKB20703	7400	4987	Gas
7420	D&J SERVICE	2017	FORD	E-450	21602BT	1FD FE4FS2HDC33700	14500	10500	Gas
7425	MJSA INC	2017	FORD	E-450	37990BB	1FD FE4FS6HDC27639	14500	10500	Gas
7509	HAIGHT	2016	FORD	E-250	27646LV	1FTYR2CM2GKA79639	7400	4987	Gas
7520	D&J SERVICE	2017	FORD	E-450	21603BT	1FD FE4FS6HDC33702	14500	10500	Gas
7525	MJSA INC	2017	FORD	E-450	37991BB	1FD FE4FS5HDC33545	14500	10500	Gas
7620	2622 LLC	2017	FORD	E-450	37995BB	1FD FE4FS8HDC33703	14500	10500	Gas
7625	MJSA INC	2017	FORD	E-450	37987BB	1FD FE4FS3HDC24973	14500	10500	Gas
7709	HAIGHT	2016	FORD	E-250	15643LY	1FTYR2CM6GKA79644	7400	4987	Gas
7720	D&J SERVICE	2017	FORD	E-450	21600BT	1FD FE4FS9HDC27621	14500	10500	Gas
7725	MJSA INC	2017	FORD	E-450	37986BB	1FD FE4FS5HDC24974	14500	10500	Gas
7809	HAIGHT	2016	FORD	E-250	15641LY	1FTYR2CM4GKA79643	7400	4987	Gas
7820	2622 LLC	2017	FORD	E-450	38545BB	1FD FE4FS6HDC29388	14500	10500	Gas
7825	MJSA INC	2017	FORD	E-450	42584BB	1FD FE4FS5HDC29401	14500	10500	Gas
7909	HAIGHT	2016	FORD	E-250	15603LY	1FTYR2CM0GKA79641	7400	4987	Gas
7925	MJSA INC	2017	FORD	E-450	42587BB	1FD FE4FSXHDC29393	14500	10500	Gas
8009	MJJ SERVICE	2016	FORD	E-250	26856LV	1FTYR2CM4GKA15327	7400	4987	Gas
8020	D&J SERVICE	2017	FORD	E-450	11424BT	1FD FE4FS8HDC29392	14500	10500	Gas
8025	MJSA INC	2017	FORD	E-450	42578BB	1FD FE4FS0HDC29399	14500	10500	Gas
8109	LOCAL EXPRESS	2016	FORD	E-250	26855LV	1FTYR2CM8GKA15329	7400	4987	Gas
8120	D&J SERVICE	2017	FORD	E-450	21251BT	1FD FE4FS7HDC32123	14500	10500	Gas
8125	MJSA INC	2017	FORD	E-450	42580BB	1FD FE4FS3HDC29400	14500	10500	Gas
8209	MJJ SERVICE	2016	FORD	E-250	25504LV	1FTYR2CM6GKA15328	7400	4987	Gas
8220	2622 LLC	2017	FORD	E-450	38549BB	1FD FE4FS6HDC32145	14500	10500	Gas
8225	MJSA INC	2017	FORD	E-450	42577BB	1FD FE4FS0HDC29967	14500	10500	Gas

8309	MJJ SERVICE	2016	FORD	E-250	25495LV	1FTYR2CM6GKA15331	7400	4987	Gas
8320	2622 LLC	2017	FORD	E-450	12540BT	1FD FE4FS3HDC32152	14500	10500	Gas
8325	MJSA INC	2017	FORD	E-450	42583BB	1FD FE4FS4HDC32113	14500	10500	Gas
8409	MJJ SERVICE	2016	FORD	E-250	25518LV	1FTYR2CM2GKA79642	7400	4987	Gas
8420	D&J SERVICE	2017	FORD	E-450	11419BT	1FD FE4FS7HDC32526	14500	10500	Gas
8425	MJSA INC	2017	FORD	E-450	42581BB	1FD FE4FS3HDC32118	14500	10500	Gas
8509	HAIGHT	2016	FORD	E-250	15640LY	1FTYR2CM2GKA15326	7400	4987	Gas
8520	D&J SERVICE	2018	FORD	E-450	11482BT	1FD FE4FS8JDC09780	14500	10500	Gas
8525	MJSA INC	2017	FORD	E-450	42588BB	1FD FE4FS7HDC29397	14500	10500	Gas
8609	HAIGHT	2016	FORD	E-250	15645LY	1FTYR2CM9GKA79640	7400	4987	Gas
8620	LOCAL EXPRESS	2018	FORD	E-450	37821BB	1FD FE4FS0JDC09787	14500	10500	Gas
8625	MJSA INC	2017	FORD	E-450	42579BB	1FD FE4FS3HDC29963	14500	10500	Gas
8709	HAIGHT	2016	FORD	E-250	15639LY	1FTYR2CM4GKA85121	7400	4987	Gas
8720	HAIGHT	2018	FORD	E-450	54083BB	1FD FE4FS2JDC09791	14500	10500	Gas
8725	MJSA INC	2017	FORD	E-450	42582BB	1FD FE4FS4HDC29972	14500	10500	Gas
8820	D&J SERVICE	2019	FORD	E-450	11413BT	1FD FE4FS3KDC12376	14500	10500	Gas
8825	MJSA INC	2017	FORD	E-450	42585BB	1FD FE4FS6HDC32100	14500	10500	Gas
8909	HAIGHT	2016	FORD	E-250	25122LV	1FTYR2CM5GKA85127	7400	4987	Gas
8920	D&J SERVICE	2019	FORD	E-450	11421BT	1FD FE4FS3KDC13379	14500	10500	Gas
8925	MJSA INC	2017	FORD	E-450	42586BB	1FD FE4FS8HDC32101	14500	10500	Gas
9020	D&J SERVICE	2019	FORD	E-450	11422BT	1FD FE4FS8KDC09988	14500	10500	Gas
9025	MJSA INC	2019	FORD	E-450	37825BB	1FD FE4FS4JDC01708	14500	10500	Gas
9109	MJJ SERVICE	2016	FORD	E-250	25517LV	1FTYR2CM5GKA85130	7400	4987	Gas
9120	D&J SERVICE	2019	FORD	E-450	11416BT	1FD FE4FSXKDC09989	14500	10500	Gas
9125	MJSA INC	2019	FORD	E-450	37824BB	1FD FE4FS6JDC08465	14500	10500	Gas
9209	HAIGHT	2016	FORD	E-250	25116LV	1FTYR2CM2GKA85134	7400	4987	Gas
9220	HAIGHT	2019	FORD	E-450	12546BT	1FD FE4FS6KDC06636	14500	10500	Gas
9225	MJSA INC	2019	FORD	E-450	37823BB	1FD FE4FS8JDC09777	14500	10500	Gas
9309	MJJ SERVICE	2016	FORD	E-250	25496LV	1FTYR2CM7GKA85131	7400	4987	Gas
9320	HAIGHT	2019	FORD	E-450	39209BB	1FD FE4FS6KDC06653	14500	10500	Gas
9325	MJSA INC	2019	FORD	E-450	39707BB	1FD FE4FS4KDC06652	14500	10500	Gas
9409	HAIGHT	2016	FORD	E-250	27672LV	1FTYR2CM7GKA85128	7400	4987	Gas
9420	HAIGHT	2019	FORD	E-450	39287BB	1FD FE4FS8KDC29853	14500	10500	Gas
9425	MJSA INC	2019	FORD	E-450	39706BB	1FD FE4FS2KDC04673	14500	10500	Gas
9509	HAIGHT	2016	FORD	E-250	15604LY	1FTYR2CM4GKA85135	7400	4987	Gas
9520	D&J SERVICE	2019	FORD	E-450	12856BB	1FD FE4FS4KDC47914	14500	10500	Gas
9525	MJSA INC	2019	FORD	E-450	39709BB	1FD FE4FSXKDC04677	14500	10500	Gas
9609	HAIGHT	2016	FORD	E-250	15644LY	1FTYR2CM9GKA85129	7400	4987	Gas
9620	D&J SERVICE	2019	FORD	E-450	12857BB	1FD FE4FS9KDC47939	14500	10500	Gas
9625	MJSA INC	2019	FORD	E-450	39230BB	1FD FE4FS7KDC13286	14500	10500	Gas
9709	HAIGHT	2016	FORD	E-250	15636LY	1FTYR2CMXGKA79646	7400	4987	Gas
9720	D&J SERVICE	2020	FORD	E-450	11410BT	1FD FE4FS6KDC47980	14500	10500	Gas
9725	MJSA INC	2019	FORD	E-450	39718BB	1FD FE4FS3JDC09783	14500	10500	Gas
9809	HAIGHT	2016	FORD	E-250	15638LY	1FTYR2CM8GKA79645	7400	4987	Gas
9820	D&J SERVICE	2023	FORD	E-450	10659BT	1FD FE4FN8PDD17156	14500	10500	Gas
9825	MJSA INC	2019	FORD	E-450	39271BB	1FD FE4FS9KDC27898	14500	10500	Gas
9909	D&J SERVICE	2016	FORD	E-250	T617273C	1FTYR2CM1GKA79647	7400	4987	Gas
9920	2622 LLC	2024	FORD	E-450	24870BT	1FD FE4FN3RDD27967	14500	10500	Gas
132	LOCAL EXPRESS	2015	FORD	E-550	13564BT	1FDGF5GY8FED71467	19500	12500	Gas
232	LOCAL EXPRESS	2013	FORD	E-550	13560BT	1FDAF5GY3DEA24826	19500	12500	Gas
332	LOCAL EXPRESS	2015	FORD	E-550	13568BT	1FDGF5GY9FEC42184	19500	12500	Gas
432	LOCAL EXPRESS	2015	FORD	E-550	13565BT	1FDGF5GY4FEC42187	19500	12500	Gas
532	LOCAL EXPRESS	2021	FORD	E-550	18986BT	1FDUF5GN0MED62350	19500	12500	Gas
130	LOCAL EXPRESS	2017	FORD	E-550	20793BT	1FDAF5GYXHEE66444	19500	12500	Gas
230	LOCAL EXPRESS	2017	FORD	E-550	20794BT	1FDAF5GY1HEE66445	19500	12500	Gas

a. Regulatory Compliance. ALL VEHICLES AND EQUIPMENT TO BE USED, INCLUDING ALL SPARE VEHICLES, AND ALL TRANSPORTATION OPERATIONS HEREUNDER MUST COMPLY WITH THE APPLICABLE REGULATIONS OF ALL GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE TRANSPORTATION TO BE PROVIDED PURSUANT TO THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, THE UNITED STATES DEPARTMENT OF TRANSPORTATION, THE UNITED STATES DEPARTMENT OF LABOR, THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES, AND THE NEW YORK STATE OFFICE OF PEOPLE WITH DEVELOPMENTAL DISABILITIES, AS SUCH REGULATIONS NOW EXIST OR MAY BE MODIFIED OR FIRST ENACTED DURING THE TERM OF THIS CONTRACT. In the event new equipment specifications are promulgated during the term of this Contract, the Transporter shall install equipment meeting the new specifications in accordance with such regulations. In the event of a change in laws or regulations which would require a Transporter to incur an expense in excess of \$4,000.00 per Vehicle operated under the Contract, the Transporter shall have the right, on 90 days' notice to AHRC, to terminate this Contract without penalty or cost to either party.

b. Registration, Inspection and Insurance. All Vehicles must be currently registered, inspected and insured, with appropriate documentation displayed and/or carried as required by law, and these requirements must be maintained during the duration of this Contract and any of its extensions.

c. Condition. All Vehicles to be used in the performance of this Contract must be maintained in good operating and physical condition.

d. Ultra-Low Sulfur Diesel Fuel and Clean Fuel Vehicles. The Transporter shall be required to phase in the use of ultra-low sulfur diesel fuel and clean fuel vehicles where required by applicable law.

e. Air Conditioning/Heating/Climate Control Systems. All Vehicles must have functioning heating and air conditioning systems. The interior bus temperature must be maintained between 60° Fahrenheit and 78° Fahrenheit (or at least 15° Fahrenheit lower than outside air temperature when the outside temperature exceeds 93° Fahrenheit) as measured by AHRC staff. Failure to comply may result in financial penalties as specified in Section 16.

f. Vehicle Capacity. Vehicle size shall be appropriate for the needs of the Individuals to be transported, and appropriate to the number of Individuals served on the Route. The Transporter's Vehicle fleet shall have the lift and restraint equipment necessary to serve all non-ambulatory or limited-mobility Individuals assigned to the Routes in each Cluster.

g. Vehicle Age. Vehicles placed in service on any Route at the start of this Contract shall have been manufactured no more than twelve (12) years prior to their first use on any Route, and shall have accurate odometer readings of no more than 225,000 miles. If a vehicle thereafter exceeds mileage or age limits within a contract period said vehicle is exempt from this requirement, providing that the vehicle continues to pass all DOT inspections and is deemed safe by regular AHRC inspections. Notwithstanding the foregoing, all vehicles shall comply with New York State regulatory requirements, even if such change requirements are more stringent than those stated above.

pick-up arrangements, but only if the Participant was dropped off at the Program in time to receive four hours of service time at the Program; *provided, however*, that the deduction will be imposed in any event if the Transporter has not timely advised AHRC and the Program of the delay as required by the *AHRC Transporters Manual*.

(vii) The Transporter is responsible at all times for maintaining an operational (as defined by this contract) GPS system and Navigation System on all vehicles utilized for AHRC business. If, at any time, a vehicle does not have an operational GPS system, the Transporter must immediately communicate this fact in writing to AHRC staff. In such circumstance, AHRC may impose a \$200 penalty per occurrence. In this situation, "per occurrence" is defined as any single run either going to program or returning passengers to their homes.

(viii) In the event AHRC determines a vehicle has insufficient heat or air conditioning (as defined by this contract) AHRC may impose a \$200 penalty per occurrence per route. In this situation, "per occurrence" is defined as any single run either going to program or returning passengers to their homes.

(ix) In extreme circumstances, (such as a declared "state of emergency," severe weather conditions, or other disasters), see Section 5 C above.

Section 18. Insurance and Indemnification Requirements

a. Prior to rendering any services under this Contract, the Transporter must submit proof of (i) motor vehicle liability insurance, including coverage for owned, non-owned and hired vehicles, and (ii) general liability insurance, with all policies issued by insurance companies approved and licensed by the New York State Superintendent of Insurance to do business in New York State.

b. Minimum limits of insurance are: \$3 million combined single limit for motor vehicle liability coverage, and \$5 million per occurrence and aggregate for general liability insurance.

c. Required insurance must remain in effect throughout the term of this Contract, with proof of continued coverage submitted to AHRC on or before July 1 of each Contract year, or more frequently as AHRC may direct.

d. A lapse of required insurance coverage shall be grounds for immediate termination of this Contract; and should the Transporter continue to furnish transportation service with knowledge that any required coverage has lapsed or been suspended, all amounts theretofore paid by AHRC to the Transporter shall be forfeit.

e. All certificates of insurance; (i) must name NYSARC Inc., AHRC New York City Chapter (including AHRC), and each Agency which runs a Program served by the Transporter as additional insured parties; (ii) must expressly confirm that the coverage is primary to any coverage which AHRC, or the participating Agencies may have in effect; and (iii) must commit to provide at least 30 days advance written notice to the named insured's and additional insured's in the event of cancellation or material change to the coverage.

Lifespire Contract

close, the Transportation will be suspended for the duration of such inclement weather or emergency.

- b. As a general rule, (i) inclement weather means weather severe enough to cause the closure of the school districts in which the Programs are located and (ii) an emergency means an emergency declared by the Local, State or Federal government. In the event of inclement weather or emergency, the Program shall be notified of closure prior to 7:00 a.m. on the day of the closure.
- c. There shall be no payment due to the Transporter for days that vehicles do not operate due to inclement weather, emergency suspension of transportation, or days when Programs served by the run are closed, unless the vehicle has already started its route without being notified in advance of the cancellation.

SECTION 4. VEHICLE SPECIFICATIONS

- a. **Regulatory Compliance.** All transportation operations, vehicles, spare vehicles, and equipment to be used by Transporter must comply with any rules and regulations, as such regulations now exist or may be modified during the term of this Agreement, of all government agencies having jurisdiction over the transportation; this includes, but not limited to, the United States Department of Transportation, the New York State Department of Transportation, the New York State Department of Motor vehicles, and the New York State Office for People With Developmental Disabilities.
- b. **Registration, Inspection, and Insurance.** All vehicles must be currently registered, inspected, and insured, with appropriate documentation displayed and/or carried as required by law. These requirements must be maintained during the duration of this Agreement and any of its extensions.
- c. **Condition.** All vehicles to be used in the performance of this Agreement must be maintained in good operating and physical condition.
- d. **Air Conditioning/Heating/Climate Control Systems.** All vehicles must have functioning heating and air conditioning systems. The interior bus temperature must be maintained between 60° Fahrenheit and 78° Fahrenheit (or at least 15° Fahrenheit lower than the outside air temperature, when the outside temperature exceeds 93° Fahrenheit) as measured by Lifespire staff.
- e. **Vehicle Capacity.** Vehicle size shall be appropriate for the needs of the Individuals to be transported, and appropriate to the number of Individuals served on the Route. The Transporter's vehicle fleet shall have the lift and restraint equipment necessary to serve all non-ambulatory or limited-mobility Individuals assigned to each Program.
- f. **Vehicle Records.** The Transporter shall maintain current service and repair logs for all vehicles used in the performance of the Agreement.
- g. **Maintenance and Repair Facilities.** The Transporter shall maintain sufficient trained maintenance and repair personnel, sufficient storage, maintenance and repair facilities, and equipment to satisfy New York State Department of Transportation requirements.

YAI Contract

declared by the Local, State or Federal government. In the event of inclement weather or emergency, the Program shall be notified of closure prior to 6:00 a.m. on the day of the closure.

- c. There shall be no payment due to the Transporter on days that vehicles do not operate due to inclement weather, emergency suspension of transportation, or days when Programs served by the run are closed.

SECTION 4. VEHICLE SPECIFICATIONS

- a. Regulatory Compliance. All transportation operations, vehicles, spare vehicles, and equipment to be used by Transporter, must comply with any rules and regulations, as such regulations now exist or may be modified during the term of this Agreement, of all government agencies having jurisdiction over the transportation; this includes, but not limited to, the United States Department of Transportation, the New York State Department of Transportation, the New York State Department of Motor vehicles, and the New York State Office for People With Developmental Disabilities. If new equipment specifications are promulgated during the term of this Agreement, the Transporter shall install equipment that meets the new specifications in accordance with such regulations.
- b. Registration, Inspection, and Insurance. All vehicles must be currently registered, inspected, and insured, with appropriate documentation displayed and/or carried as required by law. These requirements must be maintained during the duration of this Agreement and any of its extensions.
- c. Condition. All vehicles to be used in the performance of this Agreement must be maintained in good operating and physical condition.
- d. Ultra-Low Sulfur Diesel Fuel and Clean Fuel Vehicles. The Transporter shall be required to phase in the use of ultra-low sulfur diesel fuel and clean fuel vehicles where required by applicable law.
- e. Air Conditioning/Heating/Climate Control Systems. All vehicles must have functioning heating and air conditioning systems. The interior bus temperature must be maintained between 60° Fahrenheit and 78° Fahrenheit (or at least 15° Fahrenheit lower than the outside air temperature, when the outside temperature exceeds 93° Fahrenheit) as measured by YAI staff.
- f. Vehicle Capacity. Vehicle size shall be appropriate for the needs of the Individuals to be transported, and appropriate to the number of Individuals served on the Route. The Transporter's vehicle fleet shall have the lift and restraint equipment necessary to serve all non-ambulatory or limited-mobility Individuals assigned to each Program.
- g. Vehicle Records. The Transporter shall maintain current service and repair logs for all vehicles used in performance of the Agreement, which shall be available to YAI for inspection on 24 hours' notice to the Transporter.
- h. Repair and Replacement. YAI may require the Transporter to repair or replace any vehicle that YAI shall determine: (i) to be out of compliance with applicable safety regulations; or (ii) to be

Ridehealth Contract
S.U.S.

- b. As a general rule, (i) inclement weather means weather severe enough to cause the closure of the school districts in which the Programs are located and (ii) an emergency means an emergency declared by the Local, State or Federal government. In the event of inclement weather or emergency, the Program shall be notified of closure prior to 7:00 a.m. on the day of the closure.
- c. There shall be no payment due to the Transporter on days that vehicles do not operate due to inclement weather, emergency suspension of transportation, or days when Programs served by the run are closed, unless the vehicle has already started its route without being notified in advance of the cancellation

SECTION 4. VEHICLE SPECIFICATIONS

- a. **Regulatory Compliance.** All transportation operations, vehicles, spare vehicles, and equipment to be used by Transporter, must comply with any rules and regulations, as such regulations now exist or may be modified during the term of this Agreement, of all government agencies having jurisdiction over the transportation; this includes, but not limited to, the United States Department of Transportation, the New York State Department of Transportation, the New York State Department of Motor vehicles, and the New York State Office for People With Developmental Disabilities.
- b. **Registration, Inspection, and Insurance.** All vehicles must be currently registered, inspected, and insured, with appropriate documentation displayed and/or carried as required by law. These requirements must be maintained during the duration of this Agreement and any of its extensions.
- c. **Condition.** All vehicles to be used in the performance of this Agreement must be maintained in good operating and physical condition.
- d. **Air Conditioning/Heating/Climate Control Systems.** All vehicles must have functioning heating and air conditioning systems. The interior bus temperature must be maintained between 60° Fahrenheit and 78° Fahrenheit (or at least 15° Fahrenheit lower than the outside air temperature, when the outside temperature exceeds 93° Fahrenheit) as measured by S:US staff.
- e. **Vehicle Capacity.** Vehicle size shall be appropriate for the needs of the Individuals to be transported, and appropriate to the number of Individuals served on the Route. The Transporter's vehicle fleet shall have the lift and restraint equipment necessary to serve all non-ambulatory or limited-mobility Individuals assigned to each Program.
- f. **Vehicle Records.** The Transporter shall maintain current service and repair logs for all vehicles used in performance of the Agreement.
- g. **Maintenance and Repair Facilities.** The Transporter shall maintain sufficient trained maintenance and repair personnel, sufficient storage, maintenance and repair facilities, and equipment to satisfy New York State Department of Transportation requirements.
- h. **Communication Devices (see also Section 8 below).**
 - I. Each vehicle used to perform this Agreement, including maintenance and spare vehicles, must be equipped with fully operational two-way voice communication