



Health & Human Services Committee

Wednesday, September 7, 2022 4PM

40 McMaster Street, Ballston Spa, NY

Chair: Phil Barrett

Members:

C. Eric Butler
Eric Connolly
Diana Edwards
John Lant
Jonathan Schopf-VC
Tom Wood

- I. Welcome and Attendance
- II. Approval of the minutes of the August 3, 2022 meeting.
- III. Renewal agreement with Berkshire Farm Center and Services for Youth, Inc. for the operation of the Enhanced Stepping Stones Program – Tina Potter, DSS
- IV. Amending Resolution 238-2022 authorizing an agreement with Shelters of Saratoga Inc. for reimbursement of costs associated with the short term lease of a portion of 145 South Broadway, also known as 4 Adelphi Street – Tina Potter, DSS
- V. Authorizing an agreement with the Town of Clifton Park to provide \$30,000 in funding for the purchase of a transportation vehicle for seniors – Sandi Cross, Department of Aging & Youth Services
- VI. Authorizing an agreement with the Town of Halfmoon to provide \$30,000 in funding for the purchase of a transportation vehicle for seniors – Sandi Cross, Department of Aging & Youth Services
- VII. Other Business
- VIII. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Social Services

DATE: August 17, 2022

COMMITTEE: Health and Human Services

RE: Contract Extension - Berkshire Farms - Raise the Age (RTA) -
Enhanced Stepping Stones Program (ESSP)

1. Is a Resolution Required:

Yes, Contract Renewal

2. Proposed Resolution Title:

Contract Extension - Berkshire Farms - Enhanced Stepping Stones Program

3. Specific Details on what the resolution will authorize:

The current contract with Berkshire Farms ESSP expires on September 30, 2022. The resolution will authorize the Chairman to continue the contract from October 1, 2022 through September 30, 2023. This program is included in the Saratoga County RTA plan which is currently under review. Once approved the reimbursement for ESSP will be 100% state funded.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office Consulted <input checked="" type="checkbox"/>
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Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.60.610-7601.RTA
- b. Budget year impacted 2022-2023
- c. Details

Department has funds in its 2022 budget to cover the expense in this contract. Department has included funds for this contract in its proposed 2023 budget.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term: 10/01/2022

f. Termination of contract date: 9/30/2023

g. Contract renewal and term: 10/01/2022 - 9/30/2023

h. Contact information: Brian Parchesky, President and Chief Executive Officer
Berkshire Farm Center and Services for Youth, 13640 Route 22,
Canaan, New York 12029

i. Is the vendor/contractor an LLC, PLLC or partnership: No

j. State of vendor/contractor organization: New York

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Berkshire Farms has been contacted and is in agreement with an extension through 9/30/2023. Berkshire Sole Source Letter of Attestation is attached.

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

State

b. Agency granting funds:

Office of Children and Family Services

c. Amount of grant:

\$107,651.00

d. Purpose grant will be used for:

Contract with Berkshire Farms for ESSP

e. Equipment and/or services being purchased with the grant:

Intensive family based in home case management services to alleged/adjudicated Juvenile Delinquents and Adolescent Offenders.

f. Time period grant covers:

10/01/2022-9/30/2023

g. Amount of county matching funds:

0.00

h. Administrative fee to County:

0.00

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Pertinent section of RTA Plan Submittal

10. Remarks:

On April 10, 2017, New York Governor Andrew M. Cuomo signed legislation raising the age of criminal responsibility to age 18 to provide young people in New York who commit non-violent crimes with the intervention and evidence-based treatment they need. The new measures were phased in over time, raising the age of criminal responsibility from age 16 to age 17 beginning on October 1, 2018, and subsequently raising the age to 18 on October 1, 2019. The RTA Law provides, among other things, LDSS eligibility for 100% State Raise the Age funding, net of Federal funding from Title IV-E, for Raise the Age eligible youth claims for services that are included in NYS Division of Budget-Approved Comprehensive Fiscal Plans. To be eligible for 100% reimbursement, the law required that counties submit a Comprehensive Plan to the Office of Children and Family Services (OCFS). Each year OCFS has approved and DSS has included funds for this contract in its annual budget. There are funds to cover the cost of this contract in the 2022 DSS budget and DSS will include funds to cover this in its 2023 budget submittal. Attached are the 2 most recent Board of Supervisor Resolutions regarding this contract and program.

SARATOGA COUNTY

Services

Child Protective 884-4151
Preventive 884-4152
Foster Care 884-4157
Family/Adult 884-4159
Fraud 884-4163
Support/Collection 884-4142

Tina Potter
Commissioner



DEPARTMENT OF SOCIAL SERVICES

152 West High Street
Ballston Spa, New York 12020
(518) 884-4140
Fax:# 884-4199

Eligibility

SNAP 884-4155
HEAP 884-4146
Medicaid 884-4148
Temporary Assist. 884-4144
Managed Care 884-4153

Patrick Maxwell
Deputy Commissioner

MEMORANDUM

Memo To: John Warmt, Director
Saratoga County Purchasing Department

From: Tina Potter, Commissioner *T.P.*
Saratoga County Department of Social Services

Date: August 18, 2022

Re: Sole Source Exemption: Berkshire Farms- Enhanced Stepping Stones Program

Berkshire Farms Enhanced Stepping Stones Program (ESSP) was developed in response to Raise the Age (RTA) legislation passed by the NYS legislature in 2017 targeting youth ages 16 and 17 involved in the Juvenile Justice system. ESSP staff work with youth and their families as an alternative to detention and foster care placement. Due to its uniqueness, the ESSP has been included in Saratoga County's Annual RTA plan approved by NYS Office of Children and Family Services. This plan brings 100% reimbursement to the county for the costs of the ESSP and without the utilization of this program in 2021 it is estimated the foster care costs alone would have been \$2,765,186 for the 19 youth that avoided placement. The cost of this program in 2021 was \$100,608 and therefore very cost effective.

I am unaware of any other similar or comparable services available in the marketplace for this target population. Therefore, I do not believe there currently exists the possibility of competition from competing service providers.

Tina Potter, Commissioner
Saratoga County Department of Social Services



Corporate Office
13640 State Route 22
Canaan, NY 12029
(518) 781-4567

berkshirefarm.org

June 23, 2022

Tina Potter, Commissioner
Saratoga County Department of Social Services
152 West High Street
Ballston Spa, New York 12020

Brian Parchesky
President and
Chief Executive Officer

Dear Commissioner Potter:



I am writing to discuss the Berkshire Farm Enhanced Stepping Stones program. The original Stepping Stones program was developed by Berkshire Farm over 16 years ago to work with youth involved in the juvenile justice system. The program has been functioning in Saratoga County for over 10 years. When New York State passed legislation for Raise the Age in 2017, Berkshire saw that there was a need for programming for older youth who would be impacted by this legislation. Berkshire reviewed the needs of these youth and added new components to the Stepping Stones to create the Enhanced Stepping Stones Program which was marketed to counties across the state. Both the Stepping Stones and Enhanced Stepping program for youth involved with the juvenile justice system were developed by and are only utilized by Berkshire Farm Center and Services for youth.

Thank you and please reach out with any questions or for further discussion at any time. Please contact me at 518-346-6201. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lucas Jacobs".

Lucas Jacobs

Vice President of Detention and Prevention Services

Our Mission:

To strengthen children and families so they can live safely, independently and productively within their home communities.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 237 - 2022

Introduced by Supervisors ~~Barrett, Butler, Connolly, Edwards, Lant, Schopf, Wood~~

**AUTHORIZING A RENEWAL AGREEMENT WITH
BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH, INC. FOR THE
OPERATION OF THE ENHANCED STEPPING STONES PROGRAM**

WHEREAS, as a result of the Raise the Age legislation enacted in 2017, the age of criminal responsibility for youths who commit crimes was raised to 18 years of age effective October 1, 2019; and

WHEREAS, under the provisions of the Raise the Age ("RTA") law, counties are to be reimbursed for all incremental costs associated with the implementation and ongoing services associated with raising the age of criminal responsibility, including local costs incurred in such areas as law enforcement, local detention, court services, Sheriff's transportation, probation, youth services and capital expenditures; and

WHEREAS, in order to qualify for reimbursement of RTA related expenditures, counties are required to adhere to the New York State imposed property tax cap and submit to the State for approval a comprehensive plan of work for raising the age locally which identifies eligible incremental costs for which reimbursement will be required; and

WHEREAS, pursuant to Resolution 114-2020, the County entered into an agreement with Berkshire Farm Center and Services for Youth, Inc. ("Berkshire Farm Center") for the provision of intensive family-based in-home case management services to at-risk youth for a term of one (1) year commencing on July 1, 2020 and terminating on June 30, 2021; and

WHEREAS, pursuant to Resolution 197-2021, the County entered into an agreement with Berkshire Farm Center and Services for Youth, Inc. ("Berkshire Farm Center") for the provision of intensive family-based in-home case management services to at-risk for a term of one (1) year commencing on July 1, 2021 and terminating on June 30, 2022; and

WHEREAS, pursuant to Resolution 237-2022, the County entered into an agreement with Berkshire Farm Center and Services for Youth, Inc. ("Berkshire Farm Center") for the provision of intensive family-based in-home case management services to at-risk youth for a term commencing on July 1, 2021 and terminating on September 30, 2022; and

DRAFT – MARKUP RESOLUTION

WHEREAS, our Health and Social Services Committee and the County's Commissioner of Social Services have recommended the County enter into a renewal agreement with Berkshire Farm Center for the provision of intensive family-based in-home case management services to at-risk youth for a term commencing on October 1, 2022 through September 30, 2023 at an annual cost not to exceed \$107,651.00; now therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute a renewal agreement with Berkshire Farm Center and Services for Youth, Inc. of Canaan, New York, for the provision of its Enhanced Stepping Stones Program which provides for the provision of intensive family-based in-home case management services to at-risk youth for a term of commencing on October 1, 2022 and terminating on September 30, 2023, at an annual cost not to exceed \$107,651.00; and, be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney.

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are available in the Department budget.



7/19/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 237 - 2022

Introduced by Health and Human Services: Supervisors Barrett, Butler, Connolly, Edwards, Lant, Schopf, and Wood

AUTHORIZING A RENEWAL AGREEMENT WITH BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH, INC. FOR THE OPERATION OF THE ENHANCED STEPPING STONES PROGRAM

WHEREAS, as a result of the Raise the Age legislation enacted in 2017, the age of criminal responsibility for youth who commit crimes was raised to 18 years of age effective October 1, 2018; and

WHEREAS, under the provisions of the Raise the Age ("RTA") law, counties are to be reimbursed for all incremental costs associated with the implementation and ongoing services associated with raising the age of criminal responsibility, including local costs incurred in such areas as law enforcement, local detention, court services, Sheriff's transportation, probation, youth services, and capital expenditures; and

WHEREAS, in order to qualify for reimbursement of RTA related expenditures, counties are required to adhere to the New York State imposed property tax cap and submit to the State for approval a comprehensive plan of work for raising the age locally which identifies eligible incremental costs for which reimbursement will be required; and

WHEREAS, pursuant to Resolution 114-2020, the County entered into an agreement with Berkshire Farm Center and Services for Youth, Inc. ("Berkshire Farm Center") for the provision of intensive family-based in-home case management services to at-risk youth for a term of one (1) year, from July 1, 2020 through June 30, 2021; and

WHEREAS, pursuant to Resolution 197-2021, the County entered into an agreement with Berkshire Farm Center and Services for Youth, Inc. ("Berkshire Farm Center") for the provision of intensive family-based in-home case management services to at-risk youth for a term of one (1) year, from July 1, 2021 through June 30, 2022; and

WHEREAS, our Health and Human Services Committee and the Commissioner of Social Services have recommended that the County enter into a renewal agreement with Berkshire Farm Center for the provision of intensive family-based in-home case management services to at-risk youth; for a term commencing on July 1, 2022 through September 30, 2022, at a cost of \$8,384.00 per month; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute a renewal agreement with Berkshire Farm Center and Services for Youth, Inc., of Canaan, New York, for the provision of its Enhanced Stepping Stones Program which provides for the provision of intensive family-based in-home case management services to at-risk youth for a term commencing on July 1, 2022 through September 30, 2022, at the monthly pro-rated cost of \$8,384.00 per month; and it is further

RESOLVED, that the form and content of such renewal agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are available in the department budget.

July 19, 2022 Regular Meeting

Motion to Adopt by Supervisor Schopf, Seconded by Supervisor Butler

AYES (210426): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), John Lant (17361).

NOES (0):

ABSENT (25083): Joseph Grasso (4328), Michael Smith (3525), Edward D. Kinowski (9022), John Lawler (8208)

7/20/21



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 197 - 2021

Introduced by Supervisors Gaston, Barrett, Connolly, Grasso, Lant, O'Connor and Wood

AUTHORIZING THE CHAIRMAN TO ENTER INTO A RENEWAL AGREEMENT WITH BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH, INC. FOR THE OPERATION OF THE ENHANCED STEPPING STONES PROGRAM

WHEREAS, as a result of the Raise the Age legislation enacted in 2017, the age of criminal responsibility for youths who commit crimes was raised to 18 years of age effective October 1, 2019; and

WHEREAS, under the provisions of the Raise the Age ("RTA") law, counties are to be reimbursed for all incremental costs associated with the implementation and ongoing services associated with raising the age of criminal responsibility, including local costs incurred in such areas as law enforcement, local detention, court services, Sheriff's transportation, probation, youth services and capital expenditures; and

WHEREAS, in order to qualify for reimbursement of RTA related expenditures, counties are required to adhere to the New York State imposed property tax cap and submit to the State for approval a comprehensive plan of work for raising the age locally which identifies eligible incremental costs for which reimbursement will be requested; and

WHEREAS, Saratoga County's Comprehensive 2020-2021 RTA Plan was approved by the New York State Office of Children and Family Services, Division of Criminal Justice Services and the Division of the Budget; and

WHEREAS, pursuant to Resolution 114-2020, the County entered into an agreement with Berkshire Farm Center and Services for Youth, Inc. ("Berkshire Farm Center") for the provision of intensive family-based in-home case management services to youth at risk in order to reduce and prevent the costly placement of 16 and 17 year old juvenile delinquents and adolescent offenders in specialized secure detention facilities for a term of one (1) year commencing on July 1, 2020 and terminating on June 30, 2021, at a cost of \$100,608; and

WHEREAS, our Health and Social Services Committee and the County's Commissioner of Social Services have recommended the County enter into a renewal agreement with Berkshire Farm Center for the provision of intensive family-based in-home case management services to youth at risk in order to reduce and prevent the placement of 16 and 17 year old juvenile delinquents and adolescent offenders; now therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute a renewal agreement with Berkshire Farm Center and Services for Youth, Inc. of Canaan, New York, for the provision of its Enhanced Stepping Stones program services which render intensive family-based in-home case management services to youth at risk in Saratoga County in order to reduce

and prevent the placement of 16 and 17 year old juvenile delinquents and adolescent offenders in specialized secure detention facilities; which renewal agreement shall be for a term of one (1) year commencing on July 1, 2021 and terminating on June 30, 2022, and at a cost of \$100,608; and, be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. 100% State Aid

Berkshire Farm Center and Services for Youth

Enhanced Stepping Stones Program

Juvenile Justice and Raise the Age Legislation: In October of 2018 a historic piece of juvenile justice legislation, Raising the Age of criminality will be enacted across New York State. This will be one of the most positive juvenile justice reforms in the state in many years. It will have a multitude of positive impacts on youth and families including keeping youth out of adult correctional facilities, decreasing future incarceration in adult facilities, and helping young people enter adulthood without the stigma of a criminal record. Along with the many potential positives of this law, come numerous challenges in working with this new population of youth. There will need to be new and innovative community based preventive services designed to engage these youth and help them become positive members of their home community. Berkshire Farm is on the cutting edge of this type of program development.

Berkshire Farm has a long history of working with youth and families involved in the Juvenile Justice system across the state. For over thirty years Berkshire has provided community based programming in the form of the Stepping Stones program to work with youth involved in the court system at risk of detention and placement. In the past two years, Berkshire's community prevention programs have helped more than 95% of referred youth avoid being placed outside of their home community. Berkshire also has over three decades of experience operating quality Non-Secure and Secure Detention programs in the state.

Service Delivery Plan: Stepping Stones is an intensive home and community based JD Diversion program. Its overarching goal is to maintain youth safely at home and in the community while averting the need for out-of-home placement, detention services and re-arrests. Stepping Stones is founded on best practice principles - trauma and evidence informed, client-centered, family-focused program design; cultural competency; strategies that promote positive youth development; and linkages to community supports. The Stepping Stones Program's goals are: to reduce the use of detention; increase family preservation and reduce risk of out of home placement; provide services to support the least restrictive environment for youth needing out-of-home placement; reduce the risk of future contact with the juvenile justice system; and prevent return to placement. It is through experience that we realized there need to be enhanced elements added to the program to address the needs of 16 and 17 year old youth involved in the juvenile justice system. These youth are historically more difficult to engage than their younger counterparts, and their needs and requisites for success are much different. This has led us to develop an innovative program to focus on the needs of this population with the same positive outcomes expected of Berkshire's other community preventive programming.

Target Population: The target population for the program are 15-17 year old youth impacted by Raise The Age legislation which includes all youth involved with the juvenile justice system both pre-adjudication and post-dispositional youth. In keeping with Berkshire's commitment to maintain flexibility within programs, Stepping Stones accepts *all referrals* from the County.

Days and Hours of Service Availability: Each Family Specialist works a flexible schedule to respond to referrals and accommodate all youth and families' schedules and time constraints. This includes early mornings, evenings, weekends and holidays. The program operates under an

immediate crisis response 24 hours a day, seven days a week, for program participants, through its on-call rotation. A Program Coordinator is also available for assistance and supervision regardless of day or time.

Timeframes for Intake and Engagement: Referrals are accepted from the County during business hours, Monday through Friday. A Family Specialist responds to the referral within 24 business hours. The Family Specialist then rapidly engages the youth and family, explains the program, conducts an assessment, and determines the youth and family's interest in/appropriateness for participation.

Rapid Engagement: Rapid engagement is the most important aspect of working with this population. From the first day of a family's involvement, Stepping Stones staff utilizes a combination of strategies to engage the youth and family in services and maintain their level of engagement. We know, through experience, that this older population will require new and innovative engagement strategies that include assisting them with vocational and work force readiness development and helping them to meet their educational goals and needs. All strategies require Family Specialists to display empathy, understanding and foremost a non-judgmental attitude. This demeanor, combined with providing services in the home, is necessary conditions for the youth and family to respond to services and treatment.

Another facet of engagement is ensuring that the youth are treated as, and feel they are, true partners in all aspects of the program. This results empowerment and engagement which is instrumental for youth to achieve their treatment plan goals.

Berkshire has also embraced the model of Motivational Interviewing with clients to increase engagement. Motivational Interviewing realizes that direct persuasion is not effective in helping clients become engaged and motivated to change. The Family Specialist is a partner with the youth and family in the therapeutic relationship. The focus is on helping them articulate their own needs and, through the relationship with the Family Specialist, develop the readiness to change.

In addition to Stepping Stones and families working as partners and collaborating to motivate change, the Youth Support Team (YST-see details below) is another integral piece of the engagement process. This team will consist of all primary support people from all of the systems involved, as well as the family, and will focus on identifying and providing opportunities to engage in home, school and community based activities to provide a wrap-around system of support for and monitoring of the youth.

Caseload Size: The program is staffed by Master's level Family Specialists; each maintains a caseload size of six (6) youth. The expected length of stay in the program is 90 - 120 days.

Contacts with Youth and Families: Each week, the Family Specialist meets face to face at least twice with each youth and family and have unlimited collateral contacts. This includes home visits, Family Court and Probation appearances, and all other contacts needed to reduce behaviors placing the youth at risk. The Family Specialist evaluates the level of risk and need of

each family, and when appropriate, may adjust the frequency of face to face contacts to better address risk and needs.

Length of Service: At the end of the initial 90-day period, the County and Berkshire staff evaluates each youth's progress and determines the need for continued services. If needed, participation may be extended an additional 30 days. Based on past experience, most families receive extended services; the projected length of participation is 90 - 120 days.

Family Assessments: Ongoing assessment is critical to determine needs for safe transition and permanency. Once the family has completed the Service Agreement, Initial Intake and initial Home Safety Assessment, the Family Specialist begins the full assessment process. This strength-based, family focused process serves as the basis for the development and implementation of treatment plans for each family. The process is completed within the first seven (7) to 30 days of services, and includes:

- Berkshire Home Safety Assessment: identifies safety/risk factors and develops a plan to address them immediately. This is completed with families within seven days of intake, with reassessment every 90 days and at discharge. The frequency of this assessment allows to staff to continually address home environment issues to maintain a safe and therapeutic setting for all family members.
- Berkshire Comprehensive Assessment: Berkshire Comprehensive Assessment: is completed within the first 30-45 days of service to assess and identify areas of need to determine subsequent interventions. Areas covered include: prior trauma, legal/law enforcement, medical, mental health, family, school, behavioral issues, domestic violence, and substance abuse. This assessment includes the evidence based assessment tools, the Family Advocacy and Support Tool (FAST) and the CANS-NY.
 - *Family Advocacy and Support Tool (FAST)* - is the family version of the CANS and ANSA tools. The purpose of the FAST is to support effective interventions when the focus of those efforts are on entire families rather than single individuals. The most common use of the FAST is in efforts to address the needs of families who are at risk of child welfare involvement.
 - *Child and Adolescent Needs and Strength – New York (CANS-NY)*: an open domain tool for use in service delivery systems that address the mental health of children and their families. It provides a structured assessment of children along a set of dimensions relevant to service planning and decision-making and it provides information regarding the youth and family's service needs for use in system planning and/or quality assurance monitoring.
- Adverse Childhood Experiences (ACES) Questionnaire: examines childhood trauma across ten domains and is used to collect information on childhood maltreatment, household dysfunction, and other socio-behavioral factors examined in the ACE Study. The assessment is conducted in the first 30-45 of service.

Treatment Planning Process: This process focuses on skills and behaviors necessary for youth and families to function safely and appropriately. It begins with the initial treatment plan that identifies interventions drawn from results of the initial risk assessment. As services continue and assessments are completed, the Treatment Team identifies enhanced/different interventions to address needs. The Team is comprised of the youth, family, Family Specialist, community

service providers, school, and the County Departments of Social Services and Probation. The Team meets monthly to monitor each case - to review treatment goals and progress toward them, identify/build on strengths of the family, and make recommendations for continuation of services. Goals are also reviewed weekly with the youth and family to ensure they are relevant and achievable, and to address obstacles that may be preventing progress.

Therapeutic/Clinical Services: The Family Specialist works with youth and families, including parents and siblings to address home, community and school issues that are impacting functionality. Interventions are based on needs and draw from strategies including cognitive behavioral, crisis intervention, parent training, and skills building. Through treatment, barriers such as poor parenting skills or mental health issues are identified and addressed. Individual and family counseling focuses on helping youth and families address issues that led to problems at home, school and/or the community, and on helping families develop the skills, knowledge and resources necessary to achieve outcomes and live safely and independently in the community.

Vocational Support: Developing workforce readiness skills and finding employment is a key support offered by the Stepping Stones program. Youth will participate in the World of Work Curriculum. The curriculum is a NYS Education Department Best Practice and focuses on developing the soft skills needed to be successful in the workplace. Some of these skills include how to interview effectively, how to work appropriately with supervisors and coworkers, and how to appropriately conduct themselves during work time. The Family Specialist will also assist in linking youth to employment or additional support programs throughout program participation. This will include working closely with community employers to assist all program youth in achieving either an internship/volunteer opportunity and/or employment. The Family Specialist will build relationships with local employers so that the employers understand the population of youth better, are able to have employment issues addressed quickly, and serve as an employer for future program youth. The Family Specialist will work with the youth to identify references for potential employment, and will also serve as a resume reference themselves.

Youth Support Team: The Berkshire Family Specialist will help coordinate a Youth Support Team (YST) for each youth that consists of the youth, their family, probation, educational and vocational providers, and any other community based providers the youth is involved with. The team meets regularly so that all members recognize their role in helping the youth be successful and are constantly updated on progress and newly found needs. The ultimate goal is that the youth will be able to continue working with their support team after discharge from the program. The Family Specialist facilitates these meetings and makes sure all Team members are kept apprised of all events. Through ongoing communication, the Family Specialist ensures all YST members continuously work to assist the youth with their treatment plan goals.

Educational Support and Advocacy: Many of these youth will have ambitions to be productive, but because they are no longer involved in a formal educational setting or their current educational programming does not support their needs, they are stagnant and uninvolved. The Berkshire Family Specialist will work with them to find appropriate educational and vocational training programs in their area that they can access to help them make progress. The Family Specialist will help the youth and family navigate the sometimes confusing arena of what is available to them and how to enroll in programming. The Family Specialist will also help the

youth and family to effectively and appropriately advocate for their own educational needs and develop a long term educational plan.

Skill Building and Social Development: The youth involved in the Stepping stones population often need to develop skills so that they can be successful in the community, especially as they progress towards adulthood. Emotional regulation is a difficult skill that many youth involved in the Juvenile Justice System struggle with but one of the most important to develop. To address this, the Family Specialist will work with youth on the Power Source curriculum. This is an evidence based curriculum that has been used with youth across juvenile settings, most notably successfully with youth in Riker's Island, to help youth develop emotional regulation skills and reduce recidivism. The curriculum is designed to be accessible to youth with activities that are meaningful and attractive to 16 and 17 year olds. There is also a Power Source curriculum designed to be used with teen parents that can be accessed if warranted. At the same time as developing the youth's social skills, the Family Specialist will assist the youth in developing Independent Living Skills in areas such as housing, health care, and nutrition so that youth has the confidence to advance into a successful adulthood.

Transportation: All transportation needs are immediately addressed by the Family Specialist until formal services are put in place. This includes ensuring that youth get to school on time and that youth and families are present for all appointments. A goal of the Stepping Stones Program is to empower families to identify public transportation options and/or natural resources within their community to assist with their transportation needs. This ensures that upon discharge from the program, families are able to meet their own transportation needs without additional services.

Referral Services/Community Linkages: The Family Specialist ensures that all youth and family members are linked to services and resources based on needs identified through intake, assessment, or ongoing participation in the program. The Family Specialist facilitates linkages to the appropriate community based service provider and provides/arranges for transportation as needed. This is an important facet to empower the family to remain successful after the 90 - 120 day service provision period is completed.

Crisis Intervention: Family Specialists are available for crisis intervention during business hours and Berkshire Prevention's On-Call system is available at all other times. In the event a family is in crisis during program hours, their Family Specialist responds immediately and the Program Coordinator is available for assistance and support. The Family Specialist uses the energy of the crisis to move the family through and mediate the crisis. Through this process, families learn skills to help them avoid crises, or respond more appropriately, in the future.

For after hour crisis intervention, Berkshire Prevention programs operate an on-call rotation. The on-call number is responded to by a Prevention Program Coordinator. The Program Coordinator initially conducts an assessment over the phone. If it is determined that the family needs immediate support or assistance, the Coordinator guides the family in the necessary calls. Berkshire staff may further assist by going to the home, if needed. When the situation does not warrant an immediate intervention, the on-call staff discusses the situation with the family's assigned worker the next business day and that worker contacts the family at that time. If the situation is critical, the on-call Program Coordinator contacts the Department on-call worker as

soon as the crisis has been defused; if not critical, the Department is contacted the next business morning. The incident with all notifications is documented within progress notes and incident report forms. Through this system, all families, who are encouraged to reach out when they need assistance, have access to crisis support, regardless of time of day or day of the week.

After stabilizing the crisis, the Family Specialist uses various techniques to assist the family with problem resolution, developing new behavior management skills to ease family conflicts, and negotiating positive changes. To reinforce skills, the Family Specialist participates with the family in activities including household chores, family discussions, communication exercises, problem solving, and activities using community resources. The ultimate goal is to empower the family to avoid or minimize risk and/or crisis situations, and function safely, effectively and independently.

Service Coordination and Collaboration: Family Specialists coordinate services among agencies involved with each family. This includes pre-conferences with Probation, facilitating family participation in other programs/services, and maintaining regular communication/sharing of information with other providers. In addition, each provider involved with a family is invited to participate and give input into regularly scheduled treatment plan reviews. This ensures collaboration among all providers to address each family's diverse needs comprehensively in order for them to meet their goals. Finally, the Family Specialist maintains ongoing communication on a weekly basis with Probation, the Department and parents to monitor progress of each youth and family in the program.

Case Documentation: Each Family Specialist provides all necessary case documentation, utilizing all required County documentation and Berkshire's clinical case management paperwork. All documentation adheres to all applicable federal, state and local regulations, as well as best practice standards set by the Council of Accreditation.

1. Staff Associated with Stepping Stones

- **Program Coordinator:** is programmatically and fiscally responsible for the program. The Program Coordinator supervises the Family Specialists, reports to the Vice President of Detention and Prevention Services and prepares all program reports. This position represents the Agency as liaison with the County and community agencies, and is a member of Berkshire's On-Call rotation for after-hours emergencies. Qualifications are Master's degree in social work/related human services field preferred, Bachelor's degree required; at least four years' experience working with youth and families; and one year of supervisory experience
- **Family Specialist:** reports to the Program Coordinator, and works with youth, families, and communities. The Family Specialist (FS) uses a culturally competent, trauma-responsive, and strength-based approach when working with families. The FS works collaboratively with families, County representatives and community providers to develop, implement, evaluate and monitor service plans. The FS completes all documentation required by Berkshire and County and is 100 percent devoted to the program. Qualifications are Master's degree in social work/ related human services field and at least one-year experience working with youth and families.

RAISE THE AGE IMPLEMENTATION PLANNING INSTRUMENT

All Other

NOTE: All requests for additional reimbursement must be accompanied by a corresponding narrative in the "Justification/Reasonableness" section at the bottom of this page. All requests for reimbursement must include detailed information on current workload and demonstrate the clear need for additional staff resources and other expenses commensurate with RTA data projections for the district.

SFY 2022-23 (April 1, 2022 - March 31, 2023)
(except STS/PRTA which follows the STS/P program year and RF-4)
Independent living on 10/1/22 - 9/30/23)

List Staffing Needs By Title:	FTE in Relation to RTA	Average Salary	Fringe Benefits	Percent of Year Worked	Enter 2022-23	
					Total Personal Service Costs for the Year	Total Other Than Personal Service Costs for the Year
	0.00	\$0	\$0	0%	\$0	
	0.00	\$0	\$0	0%	\$0	
List Other Than Personal Service Costs:						
STS/PRTA Program Contract Enhanced Stepping Stones Program - Berkshire Farms						\$107,651
						\$0
						\$0
Grand Total:	0.00	\$0	\$0		\$0	\$107,651

Justification/Reasonableness

Area of request (examples: staffing; contracted services; fleet vehicles; office space; equipment; etc.)	Current workload/capacity	Projected RTA increase	Narrative
List Staffing Needs By Title:			
	0		
	0		

List Other / Non Personal Service Costs:

<p>STSJ/PRTA - Program Contract -Enhanced Stepping Stones Program - Berkshire Farms</p>	<p>18 RTA Youth</p>	<p>18 RTA youth annually</p>	<p>DSS contracts with Probation in order to pass the STSJP funds to probation. As a part of the approved STSJP plan Probation contracts with Berkshire Farms for the purpose of diverting youth alleged to be, or adjudicated as juvenile delinquents (JDs) from placement in juvenile detention or placement. Raise the Age (RTA) data provided to Saratoga County in Regional Forums indicates the potential for arrests handled via the Family/Court process at RTA full implementation may be as high as 150 for 16/17 year-olds. The Enhanced Stepping Stones Program is staffed by a Master's level Family Specialist with a caseload of six (6) youth. The expected length of stay in the program is 90-120 days with the potential to meet the needs of 18-24 children per year. The program includes: Therapeutic/Clinical Services; Vocational Support; Youth Support Team; Coordination; Educational Support and Advocacy; Skill Building and Social Development; Transportation needs; Referral Services and Community Linkages and; Crisis Intervention. Engagement begins within 24 hours of referral and the treatment team identifies enhanced/different interventions to address the specific needs assessed. After several years of STSJP experience with Berkshire Farms Saratoga County can attest to the success this program model has had in averting detention and foster care placements. The program has achieved a 95% success rate in keeping children with their families and in the community. As an Alternative to Detention Program, there has been a 90% success rate. The annual cost of the Enhanced Stepping Stones Program is anticipated to be \$107,651 (Estimated 18 youth @ \$6,908.61/youth). Saratoga County Probation makes referrals to Enhanced Stepping Stones Program.</p>
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SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Social Services

DATE:

COMMITTEE: Health and Human Services



RE: Amending Resolution 238-2022 to authorize an agreement with Shelters of Saratoga to implement the lease of 4 Adelphi St., Saratoga Springs for the purposes of the 2022 - 2023 Code Blue Shelter.

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Amend Resolution 238-2022 to authorize an agreement with Shelters of Saratoga for the rent of 4 Adelphi Street

3. Specific Details on what the resolution will authorize:

Resolution 238-2022 authorized a lease agreement with Joanne Kodagianis for the lease of space in Saratoga Springs to provide space for a Code Blue Shelter. An amended resolution is sought to alternatively authorize an agreement between the County and Shelters of Saratoga to provide reimbursement for lease of the space at 4 Adelphi. Under this proposal, Shelters of Saratoga will be the primary lessee for the space and the County will provide reimbursement of the cost to Shelters of Saratoga on the same terms including duration (July 19, 2022 - April 30, 2023) and pricing (\$8,000/Month) as provided in Resolution 238-2022. The purpose of the amendment is to maximize the ability of the County to obtain reimbursement of NY State funding for the Code Blue program.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

- Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted **A.60.601-7601.CDBLU**
- b. Budget year impacted **2022**
- c. Details

The costs of this agreement are anticipated to be reimbursed through a grant from NYS OTDA. The amount of this funding has not be determined.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Agreement between Shelters and Kodogianis

10. Remarks:

Attachments: Resolution 238 - 2022; SOS - Kodogiannis Lease Agreement; Proposed Draft Resolution.

7/19/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 238 - 2022

Introduced by Health and Human Services: Supervisors Barrett, Butler, Connolly, Edwards, Lant, Schopf and Wood

AUTHORIZING A LEASE AGREEMENT WITH JOANNE KODOGIANNIS FOR A SHORT-TERM LEASE OF A PORTION OF 145 SOUTH BROADWAY IN THE CITY OF SARATOGA SPRINGS ALSO KNOWN AS 4 ADELPHI STREET

WHEREAS, Shelters of Saratoga, Inc. ("SOS") provides individuals with safe shelter, supportive services and sustainable strategies to end homelessness in Saratoga County; and

WHEREAS, SOS operates the Code Blue Shelter in the City of Saratoga Springs providing shelter and shelter services to homeless individuals whenever inclement winter weather temperatures are at or below 32 degrees Fahrenheit; and

WHEREAS, SOS previously provided shelter and shelter services to homeless individuals at 145 South Broadway in the City of Saratoga Springs and that location has all the necessities to effectuate the Code Blue program; and

WHEREAS, the rear portion of 145 South Broadway in the City of Saratoga Springs is currently unoccupied and available to rent, and Saratoga County recognizes the importance of ensuring a location to enable SOS to provide for the shelter and shelter services to homeless individuals during the 2022-2023 Code Blue season; and

WHEREAS, for the past six years the New York State Office of Temporary and Disability Services ("OTDA") has provided grant funding to our County Department of Social Services for the provision of shelter and shelter services to the homeless during inclement winter weather conditions and it is anticipated that OTDA grant funding will again be available this year; and

WHEREAS, our Health and Human Services Committee and the Commissioner of Social Services have recommended that the County enter into a lease agreement with Joanne Kodogiannis for the short-term lease the rear portion of 145 South Broadway for the term from July 19, 2022 through April 30, 2023 at a cost of \$8,000 per month, for purposes of establishing and operating a resource center for homeless individuals; now, therefore, be it

RESOLVED, that the Chair of the Board is hereby authorized to execute a lease agreement with Joanne Kodogiannis for the short-term lease of the rear portion of 145 South Broadway in the City of Saratoga Springs (also known as 4 Adelphi Street), for the term from July 19, 2022 through April 30, 2023 at a cost of \$8,000 per month; and be it further

RESOLVED, that the form and content of such lease agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds for this agreement are included in the department budget.

July 19, 2022 Regular Meeting

Motion to Adopt by Supervisor Barrett, Seconded by Supervisor M. Veitch

AYES (210426): Eric Connolly (11831), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Willard H. Peck (5242), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), John Lant (17361).

NOES (0):

ABSENT (25083): Joseph Grasso (4328), Michael Smith (3525), Edward D. Kinowski (9022), John Lawler (8208)



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XX - 2022

Introduced by [Health and Human Services Committee]:

AMENDING RESOLUTION 238-2022 AUTHORIZING AN AGREEMENT WITH SHELTERS OF SARTOGA, INC. FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH THE SHORT-TERM LEASE OF A PORTION 145 SOUTH BROADWAY IN THE CITY OF SARATOGA SPRINGS KNOWN AS 4 ADELPHI STREET FOR THE PROVISION OF CODE BLUE SHELTER SERVICES

WHEREAS, Resolution 238-2022 authorized the execution of a lease agreement with Joanne Kodogiannis. for the short-term lease of a portion of 145 South Broadway in the City of Saratoga Springs, also known as 4 Adelphi Street, for the term from July 19, 2022, through April 30, 2023 at a cost of \$8,000 per month, for purposes of the establishment and operation of a Code Blue Shelter for homeless individuals; and

WHEREAS, Shelters of Saratoga, Inc. (“SOS”) provides individuals with safe shelter, supportive services and sustainable strategies to end homelessness in Saratoga County; and

WHEREAS, SOS operates the Code Blue Shelter in the City of Saratoga Springs providing shelter and shelter services to homeless individuals whenever inclement winter weather temperatures are at or below 32 degrees Fahrenheit, inclusive of National Weather Service calculations for windchill; and

WHEREAS, Shelters of Saratoga, Inc. has executed a short-term lease of a portion of 145 South Broadway for the term from July 19, 2022 through April 30, 2023, for purposes of establishing and operating a resource center for homeless individuals, and has thereafter sought reimbursement from the County;

WHEREAS, costs associated with the Code Blue Shelter program may be eligible for reimbursement through the NYS Office of Temporary Disability Assistance (“OTDA”); and

WHEREAS, for at least the past six years the New York State OTDA has provided grant funding to our County Department of Social Services for the provision of shelter and shelter services to the homeless during inclement winter weather conditions provided through SOS; and

WHEREAS, in order to maximize the potential for state reimbursement of County costs associated with the Code Blue Shelter program, it would be beneficial for Shelters of Saratoga, Inc. to lease the premises and for the County to provide Shelters of Saratoga, Inc. with reimbursement of the rental costs;

DRAFT – MARKUP RESOLUTION

WHEREAS, our Health and Human Services Committee and the Commissioner of the Department of Social Services have recommended that the Resolution 238-2022 be modified to provide authorization of an agreement to provide reimbursement to Shelters of Saratoga, Inc. for the costs associated with a short-term lease of a portion of 145 South Broadway for the term from July 19, 2022 through April 30, 2023, for purposes of establishing and operating a resource center for homeless individuals, and; now, therefore, be it

RESOLVED, that the first *RESOLVED* paragraph of Resolution 238-2022, be modified to provide:

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with Shelters of Saratoga, Inc., for reimbursement of costs associated with the short-term lease of the rear portion of 145 South Broadway in the City of Saratoga Springs (also known as 4 Adelphi Street), for the term from July 19, 2022 through April 30, 2023 at a cost of \$8,000 per month, to provide for the establishment and operation of a resource center for homeless individuals, including the Code Blue Shelter services; and be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that the terms and provisions of Resolution 238-2022, not inconsistent with the amendments herein shall remain in full force and effect; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds for this agreement are included in the 2022 budget.

LEASE AGREEMENT

This Agreement of Lease (the "Lease"), made to be effective as of the 1st day of July, 2022, by and between JOANNE KODOGIANNIS of Saratoga Springs, New York with an address at 28 Spa Drive, Saratoga Springs, New York 12866 (the "Landlord") and SHELTERS OF SARATOGA, INC., having an office and place of business at 14 Walworth Street, Saratoga Springs, New York 12866 (the "Tenant").

1. DEMISED PREMISES.

A. On and subject to the terms and conditions hereinafter set forth, Landlord does hereby lease to Tenant, and Tenant does hereby rent and lease from Landlord the land and improvements thereon (collectively, the "Demised Premises") located in in the rear portion 145 South Broadway in the City of Saratoga Springs, New York (the "Property") situated on Tax Map Parcel Number 178.27-1-36 (also known as 4 Adelphi Street). The Demised Premises is shown on Exhibit A attached hereto and made a part hereof. The Demised Premises includes the parking area that extends 35 feet east from the eastern wall of the building and the traffic lane that extends 10 feet from the northwest corner of the building (that extends to Union Street) as shown on Exhibit A.

B. Tenant shall obtain, at its sole cost and expense, any and all governmental permits and approvals necessary to enable Tenant to operate Code Blue (as defined herein). Any conditions to such permits and approvals shall be satisfactory to Landlord.

2. TENANT FINISH WORK OBLIGATIONS.

A. Building Obligations.

(1) Tenant hereby accepts the Demised Premises in its "as is" condition. Tenant shall complete all work required to maintain the Demised Premises for its use at Tenant's sole cost and expense ("Tenant's Finish Work" or the "Finish Work") including all work necessary to continue the Premises for business, install all fixtures, signs and equipment.

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(2) Work required to be performed by the Tenant under this Lease, including without limitation this Article 2, shall be performed in a good and workmanlike manner and in accordance with Legal Requirements. As used in this Lease, "Legal Requirements" shall mean all applicable laws, statutes, ordinances, orders, codes, rules, regulations and requirements of all Federal, State, County and municipal governments, and the appropriate agencies, officers, departments, boards and commissions thereof, and the board of fire underwriters and/or the fire insurance rating organization or similar organization performing the same or similar functions whether now or hereafter in force, applicable to the Demised Premises and the conduct of the Tenant's business therein (including without limitation any of the foregoing relating in any manner to so-called hazardous, or toxic materials, substances or wastes).


3. [INTENTIONALLY OMITTED.]

4. COMMENCEMENT DATES.

A. Rent Commencement Date. The term of this Lease ("the Term") shall commence on July 1, 2022 (the "Lease Commencement Date") and shall end (unless sooner terminated as provided below) on April 30, 2023. Tenant's obligations to pay rent hereunder shall commence July 1, 2022 the "Rent Commencement Date"), and shall (unless sooner terminated as provided below) continue for ten (10) months.

5. USE OF THE DEMISED PREMISES.

A. Permissible Use. The ~~only~~ purpose for which the Tenant may use and occupy the Demised Premises shall be for the purpose of housing Code Blue ("Code Blue"), an emergency ~~winter~~ shelter for homeless people from ~~November 1st~~ until the April 30th.

DURING TERM of lease 
B. Operation of Business. Tenant covenants and agrees:

(1) To store refuse in proper and fireproof containers in areas and to promptly at its expense remove same from the Property in compliance with all Legal Requirements.

(2) To comply with any rules and regulations attached to this Lease.

(3) To do the following in good faith: (a) conduct its business at all times in a first-class manner consistent with reputable business standards (b) comply with all Legal Requirements applicable to the Demised Premises and the operation of Code Blue and (c) keep the Demised Premises in a neat, clean and orderly condition.

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6. RENT.

A. Tenant hereby agrees to pay to Landlord, in lawful money of the United States, at the office of Landlord set forth above or at such other address as Landlord may from time to time designate in writing, without notice, offset, deduction or counterclaim of any kind whatsoever, the monthly rent (the "Monthly Rent") on the first day of each and every month during the Term commencing on the Rent Commencement Date in the amount of \$8,000.00 (Eight Thousand Dollars and 00 Cents).

B. Tenant agrees that if any installment of Monthly Rent or additional rent is not received by Landlord within ten (10) days following its due date, a late charge equal to two percent (2%) of the unpaid amount shall be due as additional rent hereunder.

7. [INTENTIONALLY OMITTED.]

8. INSURANCE.

A. Tenant's Insurance.

(1) Tenant shall maintain, at its sole cost and expense, during the entire Term, the following insurance coverage in form and substance reasonably acceptable to Landlord:

(a) Public liability insurance naming the Landlord its officers, directors and employees as an additional insured in the minimum amount of \$1,000,000.00 for loss from an accident resulting in bodily injury to or death of one person (and umbrella liability coverage of not less than \$2,000,000), and \$1,000,000 for loss from an accident resulting in damage to or destruction of property, in all cases with deductibles of not more than \$25,000.00;

(b) Fire and extended coverage insurance on Tenant's fixtures, goods, wares, and merchandise in or on the Demised Premises, in an amount equal to at least ninety percent (90%) of the value of such fixtures, goods, wares and equipment (provided in all events such insurance includes a full guaranteed replacement cost rider);

(c) All risk insurance covering all of Tenant's leasehold improvements, trade fixtures and all personal property from time to time in, on or upon the Demised Premises, and all alterations, additions or changes made by Tenant pursuant to the terms of this Lease, in an amount equal to the greater of (a) ninety (90%) percent of the full replacement cost thereof or (b) Three Hundred Thousand Dollars (\$300,000.00), providing protection

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against perils included within the standard New York form of fire and extended coverage insurance policy, together with insurance against sprinkler damage (but Landlord makes no representation that the Demised Premises or any other portion of the Property is equipped with a sprinkler system), vandalism and malicious mischief; and

(d) Such other insurance against other insurable hazards as Landlord may from time to time reasonably require.

(2) Tenant shall also carry (and shall cause all contractors or other persons performing work for Tenant at the Demised Premises to carry) workers compensation insurance in at least statutory amounts. In addition, during any period that Tenant is performing work in the Demised Premises, Tenant shall carry Builder's Risk insurance in the full amount of the completed value of such construction work.

(3) If Tenant shall fail, refuse or neglect to, obtain or maintain in force the insurance required of it under this Lease and to provide evidence thereof in a manner and at the times set forth in Section 8C of this Lease, then Landlord shall have the right (but not the obligation) to purchase such insurance and to pay the premiums thereon. The amount so paid by Landlord plus interest thereon at the Default Rate (as defined in Section 6B hereof) for such insurance shall be reimbursed by Tenant to Landlord as additional rent hereunder within thirty (30) days following written demand.

(4) Tenant agrees that all insurance Tenant is required to maintain under this Lease shall be with insurance companies satisfactory to Landlord and that the original policies, or true copies or abstracts evidencing all of the aforementioned insurance coverage shall be delivered to Landlord within twenty (20) days prior to the commencement of the Term hereof and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord not less than thirty (30) days prior written notice thereof. New or renewal policies shall be delivered by Tenant to Landlord at least thirty (30) days before the expiration date, or sooner termination, of each policy.

B. Delivery of Insurance Certificates. Not less than twenty (20) days prior to the Lease Commencement Date, Tenant shall deliver to Landlord certificates evidencing all insurance required to be carried by Tenant under this lease naming Landlord, Landlord's managing agent (if any) and any Known Mortgagee each as additional named insured. Throughout the Term, not less than thirty (30) days' prior to the expiration dates of policies required to be carried by Tenant under this lease, certificates of initial or renewal policies, as the case may be, shall be delivered to Landlord by Tenant. All certificates issued by either party

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which names the other party as an additional named insured shall provide that such insurance may not be canceled or modified without at least 30 days' prior written notice to all additional named insureds.

C. No Violations of Insurance Coverage. Tenant will not do, omit to do, or suffer to be done or keep or suffer to be kept anything in, upon or about the Demised Premises which will violate the provisions of Landlord's policies insuring against loss or damage by fire or other hazards (including but not limited to public liability), which will adversely affect Landlord's fire or liability insurance premium rating, or which will prevent Landlord from procuring such policies at standard prices and in companies acceptable to Landlord. If anything done, omitted to be done, or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Demised Premises shall by itself or in combination with other circumstances existing at the Property cause the premium rate of fire or other insurance on the Demised Premises, or other portion of the Property to be increased beyond the established rate fixed by the appropriate underwriters from time to time applicable to the Demised Premises for use for the purpose permitted under this Lease, Tenant shall pay the full amount of such increase. Any flammable or combustible material kept by Tenant in or upon the Demised Premises must be kept in special containers and at such locations as may be specified by the insurance carrier, fire insurance underwriter, and any and all state, local, or other governmental authorities, and no explosive material, high pressure steam generating equipment, or similarly hazardous material or equipment, shall be kept on the Demised Premises.

9. INDEMNIFICATION – WAIVER OF SUBROGATION.

A. Indemnity. Tenant hereby indemnifies Landlord, its officers, directors and employees from and against any and all demands, claims, judgments, liabilities, losses, costs and expenses (including without limitation reasonable attorneys' fees) arising from, related to or in connection with the Tenant's use, occupancy or control (including, without limitation, performing Finish Work) of the Demised Premises.

B. Waiver of Subrogation. In respect of any real, personal or other property located in, at or upon the Demised Premises, and in respect of the Demised Premises itself, Tenant hereby releases Landlord from any and all liability or responsibility to Tenant or anyone claiming by, through or under Tenant, by way of subrogation or otherwise, for any loss or damage caused by fire or any other casualty whether or not such fire or other casualty shall have been caused by the fault or negligence of Landlord or anyone for whom Landlord may be legally responsible. Tenant shall require its fire, extended coverage and other casualty insurance carriers to include in

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Tenant's policies a clause or endorsement whereby the insurer waives any rights of subrogation against Landlord.

C. Landlord Not Personally Liable. Any provisions of this Lease to the contrary notwithstanding, no personal liability of any kind or character whatsoever now attaches or at any time hereafter under any conditions shall attach to Landlord or any officers, directors, employees, agents or servants of Landlord for payment of any amounts due from Landlord under this Lease or for the performance of any obligations by Landlord under this Lease. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to proceed against the interest of Landlord in and to the Demised Premises, it being understood that in no event shall a judgment for any deficiency or monetary claim be sought, obtained or enforced personally against Landlord or any officers, directors, employees, agents or servants of Landlord under the terms of this Lease or otherwise.

10. [INTENTIONALLY OMITTED]

11. MAINTENANCE AND REPAIRS.

① In order as received (OV)

A. Maintenance by Tenant. Tenant shall keep and maintain at its sole cost and expense the Demised Premises and every part thereof (including, but not limited to, the foundation, outer walls, structural parts, roof, interior of all walls, wall coverings, all doors and other entrances, plate glass, Signage, door checks, fixtures, interior non-structural walls, floors and floor coverings, and ceiling of the Building) in ^② first class order, condition and repair and in compliance with all Legal Requirements. If Tenant refuses or neglects to repair, replace and maintain the Demised Premises properly as required hereunder, and to the reasonable satisfaction of Landlord as soon as reasonably possible after written notice from Landlord to do so, Landlord may (but shall not be obligated to) and without waiving any of its rights hereunder make such repairs and replacements or perform such maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as additional rent Landlord's cost for making such repairs and/or replacement upon presentation of bills therefore plus ten percent (10%) for overhead and supervision. Said bills shall include interest at the per annum rate of eighteen percent (18%) or the highest rate permitted by law, whichever is less on said cost (including overhead and supervision), from the date of completion by Landlord.

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B. Landlord Entry and Self-Help. Landlord and its designees shall have the right to enter upon the Demised Premises at reasonable hours upon reasonable notice for the purpose of inspecting or making repairs to the same, or showing the Demised Premises to prospective

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lenders and purchasers and, during the last 12 months of the Term, to prospective tenants in such a manner as not to materially interfere with Tenant's operation and conduct of its business. In addition, in the event of an emergency, Landlord shall have the right to enter the Demised Premises at any time and without prior notice to Tenant.

12. ALTERATIONS AND ADDITIONS; COMPLIANCE WITH LEGAL REQUIREMENTS.

Tenant shall not make any structural improvements, modifications or alterations to the Demised Premises (or any portion thereof), nor make any modifications, alterations or improvements that may affect any of the Demised Premises' electrical, plumbing, HVAC or other systems, or that are visible from the Building exterior, or that may affect or touch upon the roof or structure of the Building, or that are not architecturally harmonious with the other improvements then on or in the Property without, in each case, Landlord's prior written consent. Without limiting the generality of the foregoing, Tenant acknowledges that the configuration and exterior of the Demised Premises in their condition on the date hereof are important to Landlord and that it is unlikely that Landlord will ever consent to changes being made to the configuration or exterior of the Demised Premises. With respect to any other interior improvements or alterations to the Demised Premises, Landlord's prior written consent shall not be required (but not less than thirty (30) days prior notice shall be given to Landlord), provided that such interior improvements or alterations do not (a) adversely affect the value, rentability or rental value of the Demised Premises, (b) reduce or increase the cubic content or the square foot area of the Building, (c) weaken, temporarily or permanently, or affect the structure of the Building, or (d) diminish the general utility of the Demised Premises. All improvements, modifications and alterations shall be performed in a good and workmanlike manner using new materials free of all liens, and once commenced shall be promptly and continuously completed. Tenant shall promptly pay when due the entire cost of all work done by it to the Demised Premises and shall keep the Demised Premises free of liens for labor materials. Should mechanics', materialmen's or other liens be filed against the Property or the Demised Premises (or any portion thereof) by reason of the act or omission of Tenant, Tenant shall cause the lien to be canceled and discharged or record by bond or otherwise within ten (10) days of receiving actual notice of the lien. All permitted alterations, modifications and improvements to the Demised Premises made by Tenant shall be made in accordance with all Legal Requirements and shall, except as otherwise provided herein, be and remain the property of Tenant, which Tenant may remove at any time during the Term. Tenant shall bear the costs and expenses of any alterations, improvements or repairs to the Demised Premises ordered by any governmental authority having competent jurisdiction or are otherwise required by Legal Requirements, but only if such alterations, improvements or repairs are either (i) required due to Tenant's specific manner of use of the Demised Premises, or (ii) are

due to Tenant's default under any of the terms, covenants and conditions contained in this Lease, or (iii) are required in connection with any alterations made by or on behalf of Tenant. Landlord shall perform any other alterations, improvements or repairs to the Demised Premises ordered by any governmental authority having competent jurisdiction (and not otherwise required to be made by Tenant hereunder) in a manner designed, where practicable to minimize interference with Tenant's business operations at the Demised Premises.

13. UTILITIES.

A. Charges and Expenses. Tenant shall be responsible for and shall promptly pay the cost of such utilities.

B. Repair and Maintenance of Utility Lines. As between themselves, Landlord shall repair and maintain the trunk lines, mains and conduits for the transmission of electricity, water, gas, telephone service, sewage service and other Utilities (collectively the "Utility Lines") located outside, below and within the meters on Demised Premises. Tenant shall maintain and repair at its own cost and expense any Utility Line located within, on or under the Demised Premises and servicing only the Demised Premises and shall pay the cost of all repairs or replacements to other Utility Lines necessitated by the intentional misconduct or negligence of Tenant or any person for whom Tenant is legally responsible.

C. Interruptions in Utility Services. In the event utility service to the Demised Premises is interrupted for any reason (other than nonpayment of utility bill by Tenant), Landlord shall use diligent efforts to restore such utility service as soon as possible. As long as Landlord complies with the obligations set forth in the preceding sentence and such interruption is not caused by the intentional act or gross negligence of Landlord or its agents, employees or contractors, Landlord shall not be responsible for any interruption in utility service.

14. DESTRUCTION OF OR DAMAGE TO DEMISED PREMISES.

A. Partial Damage. If during the Term the Demised Premises shall be partially damaged (as distinguished from "substantially damaged") by fire or other casualty, Landlord may, but is not required, to proceed to repair such damage and restore the Demised Premises to substantially its condition immediately prior to the time of such damage.

B. Substantial Damage. If the Demised Premises and/or the Building shall be substantially damaged or destroyed by fire, windstorm, or otherwise, during the Term, either party shall have the right to terminate this Lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction.

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C. Restoration After Damage or Destruction; Rent Abatement. In the event neither party is entitled to terminate this Lease as described in Sections 14(A) and 14(B) above, then Landlord shall begin, following actual receipt of such sufficient insurance proceeds to repair and restore the damaged portions of the Demised Premises. Should Landlord fail to substantially complete such repair and restoration within one hundred eighty (180) days (weather permitting) after the receipt of insurance proceeds, then Tenant shall be entitled to terminate this Lease by written notice to Landlord and to any Known Mortgagee, specifying a termination date no earlier than forty-five (45) days after the date of such notice, at any time after the end of such one hundred eighty (180) day period but before the completion of such repair and restoration. During such repair and restoration, the Monthly Rent and other charges under this Lease shall be abated in an amount that is fair and equitable under the circumstances, taking into account, among other things, the extent to which Tenant shall be required to close down all or a portion of its operations until such repair and restoration has been completed and the nature and extent of the interference with Tenant's business operations as a result of such casualty as well as the repair and restoration process.

15. EMINENT DOMAIN.

A. Termination of Lease Permitted. In the event all or a substantial portion of the Demised Premises is permanently taken by eminent domain or conveyed in lieu of a taking by eminent domain, then Tenant shall be entitled to terminate this Lease by written notice to Landlord and to any Known Mortgagee within sixty (60) days after the occurrence of such event (which, in the case of an actual taking, shall be deemed to be the date the order authorizing such taking is entered and tenant receives written notice of such order, whether from Landlord or otherwise).

B. Monthly Rent and Restoration. In the event a taking by eminent domain or conveyance in lieu of a taking by eminent domain or and Tenant is not entitled to terminate this Lease under the terms of Section 15(A) above or is allowed and declines or fails to do so, then the Monthly Rent and other charges due under this Lease shall be decreased by an amount that is fair and equitable under the circumstances, taking into account, among other things, the reduction in the size of the Demised Premises, as of the date of the occurrence of such event and Landlord shall refund any excess amounts paid for the period after the occurrence of such event.

C. No Right of Tenant to Award. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns and releases to Landlord any award which may be made in such taking or condemnation, except that Tenant may assert a claim only for the value of its trade fixtures (if any).

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16. ENVIRONMENTAL MATTERS.

A. Landlord's Representation, Warranty, Covenant and Agreement. Landlord hereby represents and warrants that to the best of its knowledge as of the date of delivery of the Demised Premises to Tenant there will be no reportable amounts of hazardous wastes, hazardous substances, asbestos, urea formaldehyde insulation, petroleum or petroleum-based products or any derivative thereof, fuel or lubricating oils, hazardous chemicals, extremely hazardous substances, toxic or hazardous wastes or substances, solid wastes, wastes or pollutants, as those terms are defined in any Applicable Environmental Law (as defined below), nor will there be any other substances which would require reporting, registration, notification, removal, abatement and/or special treatment under any Applicable Environmental Law (as defined below) in the Demised Premises (collectively "Hazardous Substances" and individually a "Hazardous Substance").

B. Applicable Environmental Laws. As used in this lease, the term "Applicable Environmental Laws" or "Applicable Environmental Law" shall mean collectively and singly (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended, (2) the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, as amended, (3) the Spill Compensation and Control Act, as amended, (4) the New York State Navigation Law, as amended, and (5) any and all other federal, state, county, city, or municipal environmental or health laws, rules, regulations, orders or ordinances at any time applicable to the Property (or any portion thereof).

C. Indemnity by Landlord. Landlord hereby indemnifies Tenant and agrees to defend and hold Tenant harmless from and against any and all causes of action, claims, damages, demands, liabilities, losses, obligation, costs and expenses suffered or incurred by Tenant at any time and relating to any breach of the representation, warranties, covenants and agreements set forth in Section 16(A) above, or the presence of any Hazardous Substance on the Property resulting from the action or inaction of Landlord, and (2) any reasonable attorneys' and consultant's fees and court costs reasonably incurred by Tenant in connection with the foregoing. No amounts paid by Landlord as a result of the foregoing indemnity shall be in any way reimbursed by Tenant to Landlord.

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D. Indemnity by Tenant. Tenant shall during the Term comply with all Applicable Environmental Laws. Tenant hereby indemnifies Landlord and agrees to defend and hold Landlord and Landlord's mortgagee harmless from and against any and all causes of action, claims, damages, demands, liabilities, losses, obligations, costs and expenses suffered or incurred by Landlord (or its mortgagee) at any time and relating to, connected with or arising from any violation by Tenant (or any party for which Tenant is legally responsible) at the Property of any Applicable Environmental Laws. The foregoing indemnity shall include, without limitation, (1) any removal or remediation obligation imposed under any Applicable Environmental Laws, and (2) any reasonable attorneys' and consultant's fees and court costs reasonably incurred by Landlord in connection with any of the foregoing.

E. Performance Obligation. If any action or proceeding is brought against Landlord or Tenant which is the subject of the indemnities set forth above, then such party shall immediately notify the other in writing and the responsible party shall defend such action or proceeding at its own expense. Notwithstanding anything set forth elsewhere in this Section 16, in no event shall Landlord or Tenant be obligated to undertake or satisfy any cause of action, claim, damage, demand, liability, loss, obligation, cost or expense for which it is indemnified by the other party, although it may choose to do so and be fully and completely covered and protected by the terms and provisions of such indemnity. Rather, Landlord and Tenant may each require the other party to undertake satisfy directly any such cause of action, claim, damage, demand, liability, loss, obligation, cost or expense for which such party has indemnified it.

F. Survival of Obligation. The obligations of Tenant and Landlord contained in this Section 16 shall survive the expiration or termination of this lease for whatever reason.

17. ASSIGNMENT AND SUBLETTING.

Tenant covenants and agrees not to assign in whole or in part this Lease or to sublet the whole or any part of the Demised Premises, or to permit or suffer any other persons to occupy same without the written consent of the Landlord first having been obtained. Any attempted assignment or subletting, without such consent of Landlord, or in violation of this provision, shall be null and void and shall not relieve Tenant from liability for payment of rent or other sums herein provided or from the obligations to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this lease or the subletting of the Demised Premises. In the event that the Tenant subleases in whole or in

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part any of the Demised Premises, rent collected by Tenant (and paid by sublessee) that exceeds the Tenant's Annual Rent will be paid to the Landlord.

18. DEFAULT AND REMEDIES.

A. Definitions. The Tenant shall be in default under this Lease if any of the following events occurs and the terms "event of default" or "default," as used in this Lease, shall mean any one or more of the following events:

(1) The Tenant fails to pay any installment of the Monthly Rent or any additional rent within ten (10) days of the date when due;

(2) The Tenant fails to perform or observe any other covenant, condition, obligation or agreement on its part to be observed or performed (except the obligation referred to in subparagraph (1) of this Section 18(A)) for a period of thirty (30) days following Landlord's giving notice to Tenant of such failure and demanding that it be remedied; provided, however, that is such covenant, condition, obligation or agreement is of such a nature that is cannot reasonably be fully cured within such thirty (30) day period and thereafter diligently proceeds with all action required to complete such cure within 120 days of its receipt of such notice; or

(3) The Tenant files a request or petition for relief, liquidation, reorganization, adjustments of debts, adjudication as a bankrupt or similar relief under any law or code.

B. Rights and Remedies.

(1) Upon the occurrence and continuation of any event of default, Landlord, may give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice which date shall be at least five (5) days after the giving of such notice of termination, and upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant under this Lease, including any renewal or extension privileges whether or not exercised shall expire and terminate, but Tenant shall, nevertheless, remain liable as hereinafter provided. Upon any such expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Demised Premises in the condition specified in Section 20(A) hereof to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Demised Premises and possess and repossess itself thereof, by summary proceedings or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises and may have, hold and enjoy the

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Demised Premises and the rights to receive all rental income of and from the same. No such expiration or termination of this Lease, or summary proceedings, reentry or dispossession, shall relieve Tenant of its liability and obligations under this Lease, whether or not the Demised Premises shall be relet.

(2) In addition to all other rights and remedies at law, in equity and/or in this Lease available to it, Landlord, after this Lease has been terminated, shall have the right to do any or all of the following:

(a) To reenter the Demised Premises and remove all persons and property. Such property may be removed and stored or sold or otherwise disposed of at the cost of and for the account of Tenant. Landlord shall not be liable to Tenant for any loss or damage resulting from an entry in the Demised Premises and removal of such property by Landlord, and Tenant shall pay as additional rent upon demand the expenses and fees incurred or paid by Landlord in connection with such reentry and removal. Tenant hereby waives notice of reentry (or the institution of legal proceedings), including the right to receive notice pursuant to any law of the State of New York. Any notice other than the notice specifically set forth in Section 18(A), is hereby waived by Tenant to the fullest extent waivable under Law;

(b) To recover from Tenant any deficiency of the Annual Rent payable hereunder for the period which otherwise would have constituted the unexpired portion of the Term and the net amount of rent ("Net Rent") collected under any reletting of the Demised Premises (or any part thereof) by Landlord (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with such reletting including, without limitation, all repossession costs, brokerage commissions, legal expenses, alteration costs and other expenses of preparing the Demised Premises (or any part thereof) for such reletting). Any deficiency shall be paid in monthly installments by Tenant on the days specified in this lease for the payment of Monthly Rent. Landlord shall be entitled to recover from Tenant each monthly deficiency as the same shall arise and no suit to collect the amount of the deficiency for any month shall prejudice Landlord's right to collect the deficiency for any prior or subsequent month by a similar proceeding. Alternatively, one or more suits for the recovery of such deficiencies may be brought by Landlord from time to time at its election. In no event shall Tenant be entitled (i) to receive any excess of any Net Rent over the sums payable by Tenant to Landlord hereunder or (ii) in any suit for the collection of damages pursuant to this section, to a credit in respect of any Net Rent from a reletting except to the extent that such Net Rent is actually received by Landlord prior to the commencement of such suit. If the Demised

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Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square footage basis shall be made of the rent received from such reletting and the expenses of reletting;

(c) Whether or not Landlord shall have collected any monthly deficiencies, to recover from Tenant, on demand, as and for liquidated and agreed final damages and not as a penalty, a sum equal to the amount by which the Annual Rent and additional rent payable hereunder for the period to the expiration date of this lease (as determined in Section 4(A) hereof) from the earlier of (i) the last date to which all rental payments have been made, or (ii) the latest of the date of termination of this lease, the date of reentry, or the date through which monthly deficiencies have been paid in full, exceeds the then fair and reasonable rental value of the Demised Premises for the same period, both discounted at the rate of four percent (4%) per annum to present value.

(d) To recover all rent (including Monthly Rent and all additional rent) as it becomes due;

(e) To recover from Tenant all legal expenses, including, without limitation, attorney and expert witness fees, and all other costs and expenses paid or incurred by Landlord, directly or indirectly, arising out of such default; or

(f) To relet the Demised Premises or any part thereof upon such terms and conditions, at such rent and for such a period of time as Landlord in its sole discretion may deem advisable. Landlord shall also have the right to make alterations and repairs to the Demised Premises. The Landlord shall have no duty to mitigate its damages in the event of the occurrence of an Event of Default.

(3) Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to reenter provided for in any statute, or of the institution of legal proceedings to that end, and Tenant for and on behalf of itself and all persons claiming through or under Tenant, also waives any and all right of redemption or reentry or repossession under present or future laws, including any amendments hereafter, or to restore the operation of this lease. In case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of reentry or repossession by Landlord or in case of any expiration or termination of this lease, Landlord and Tenant, so far as permitted by law, waive and will waive trial by jury in any action, proceeding or counterclaim brought by either parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use of occupancy of the Demises Premises, or any claim or injury

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or damage. The terms "enter," "entry," or "reentry" as used in this lease are not restricted to their technical legal meaning.

(4) The various right and remedies granted to Landlord under this lease shall be cumulative and in addition to any others Landlord may be entitled to by law or in equity, and the exercise of one or more right or remedies shall not impair Landlord's right to exercise any other right or remedy.

19. ESTOPPEL CERTIFICATES, SUBORDINATION AND ATTORNMENT.

A. Estoppel Certificates. Landlord and Tenant agree at any time and from time to time, upon not less than twenty (20) days prior written request by either of them to the other, to execute, acknowledge and deliver to the requesting party or any other party designated by the requesting party, a statement in writing identifying this Lease and any amendment or amendments hereto, certifying that this Lease has not been modified and is in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), the date to which the rental and other charges have been paid in advance, if at all, the amount of a security deposit, if any, whether or not to the best knowledge of the certifying party any violations are in existence as of the date of said statement, and any other matters such requesting party may reasonably request.

B. Subordination and Attornment.

(1) This Lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the Demised Premises or the Property. Tenant agrees to execute, at no expense to Landlord, any instrument which may be deemed necessary or desirable by Landlord to further effect the subordination of this Lease to any such mortgage, deed of trust or encumbrance.

(2) So long as any mortgage remains a lien on all or any portion of the Demised Premises and the Mortgagee is a Known Mortgagee, Tenant shall, simultaneously with the giving of any notice to Landlord which is required to be given under this Lease, give a duplicate copy thereof to the mortgagee, Landlord shall notify Tenant of any mortgagee or trustee to whom such notice must be sent. Further, Tenant agrees that if Landlord defaults in its performance of any of the covenants under this Lease and if such default would, but for this Article, entitle Tenant to terminate this lease, the mortgagee may, but shall not be obligated to, cure such default within a reasonable amount of time which may include any time period required of Landlord, and, if necessary, be permitted entry upon the Premises for the purposes of curing such default. The giving of any notice to Landlord which notifies Landlord of a default

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which, if uncured, would give rise to a right on Tenant's part to terminate the lease shall not be properly given under the terms of this Lease and shall be of no force and effect (as between Known Mortgagee and Tenant) until a duplicate copy thereof is also given to Known Mortgagee pursuant to this Article.

(3) If any holder of a mortgage, deed of trust or similar lien on all or any part of the Property succeeds to the rights of Landlord under this lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party succeeding to Landlord's rights ("Successor Landlord") and upon such Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease subject to the terms and conditions of the Non-Disturbance Agreement, and shall promptly execute and deliver any instrument that such Successor Landlord reasonably requests to evidence such attornment. Upon such attornment this lease shall continue in full force and effect as direct lease between the Successor Landlord and Tenant upon all of the terms and conditions set forth in this lease except that the Successor Landlord shall not be (a) liable for any previous act or omission of Landlord under this Lease, (b) subject to any offset which had accrued to Tenant against Landlord written notice of which has not been previously delivered to Successor Landlord, (c) required to account for any security deposit other than any actually delivered to the Successor Landlord, or (d) bound by any previous modification of this lease or by any prepayment of more than one month's Monthly Rent or additional charges unless such modification or prepayment was expressly approved in writing by the holder of the lien though or by reason of which the Successor Landlord succeeded to the rights of Landlord under this Lease.

(4) If any prospective or actual mortgagee requires any modification of this Lease, Tenant shall, upon notice thereof from Landlord, promptly execute and deliver to Landlord the instrument accompanying said notice from Landlord to effect such modification if such instrument does not affect in any respect any of Tenant's rights under this Lease and does not increase any of Tenant's obligations under this Lease.

20. MISCELLANEOUS.

A. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises, vacant, broom clean, and in good order and condition, ordinary wear and tear excepted.

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B. Fixtures and Personal Property. Except as otherwise provided in Section 20C (2) below, any trade fixtures, signs and other personal property of Tenant whether or not affixed to the Demised Premises shall remain the property of Tenant, and Landlord waives and acknowledges that it has no liens, whether constitutional, statutory or consensual, upon any of Tenant's merchandise, fixtures, equipment or other personal property, and Landlord agrees that Tenant shall have the right to remove at any time during the Term any and all of its trade fixtures, signs and other personal property which it may have stored or installed in the Demised Premises. Tenant shall repair any damage to the Demised Premises or to any other improvements on, in or under the Property (or any portion thereof), caused by such removal.

C. Observance of Laws. Tenant shall at all times comply with all Legal Requirements now or hereafter in force pertaining to the Demised Premises and to the use and occupancy of the Demised Premises.

D. Relationship of Parties. The relationship between the parties under this Lease is that of Landlord and Tenant.

E. Litigation, Court Costs, Attorneys' Fees and Venue. This Lease shall be construed in accordance with the laws of the State of New York. Any action arising out of or related to this lease shall be brought in any court of competent jurisdiction located in Saratoga County, New York (including, without limitation, Supreme Court and City Court), and both parties hereto submit to the exclusive jurisdiction of and taking of venue in such court.

F. Gender. Pronouns in this Lease importing any specific gender, shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties hereto, or the parties herein referred to, may require. Pronouns, verbs and other words in this lease importing the singular number shall be interpreted as plural and pronouns, verbs and other words importing the plural number shall be interpreted as singular, as the identity of the parties hereto, or the parties or objects herein referred to may require.

G. Successors and Assigns. This Lease and the covenants and agreements herein contained shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, devisee, personal representatives, and permitted successors and assigns (except as otherwise provided in Section 23 hereof).

H. Headings; Construction. The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed without regard to the fact that it was drafted on behalf of Landlord and with equal weight for the rights of both parties;

the terms hereof having been determined by fair negotiation with due consideration for the rights and requirements of both parties and both parties being represented by counsel.

I. Waiver. It is expressly covenanted and agreed that no breach under this Lease shall be deemed to have been waived, nor shall either party be guilty of laches, because of any failure of either party to take action pertaining to said breach.

J. Entire Agreement; Modifications. This Lease (including the attached Exhibit A) contains the entire agreement between the Landlord and Tenant and any modification of this lease must be in writing and duly signed by both Landlord and Tenant.

K. Severability. If any term or provision of this Lease shall be found to be invalid, illegal, or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, and each term and provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

L. Exhibits. This lease consists of 24 pages, not including Exhibit "A" DEMISED PREMISES attached to the lease.

M. Notices. All notices or requests given, sent or required to be given with respect to any matter pertaining to this lease shall be in writing. Any notice or document required or permitted to be delivered under this lease shall be deemed delivered or received (i) upon actual receipt, or (ii) if earlier, and regardless of whether actually received (except changes of address which shall only be effective if received) or not, three (3) days after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the addresses set forth below, or to such other address as Landlord or Tenant may designate in writing:

If to Tenant:

Shelters of Saratoga, Inc.
Attn: Duane Vaughn
14 Walworth Street
Saratoga Springs, NY 12866

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with a copy to:

If to Landlord:

Mrs. Joanne Kodogiannis
28 Spa Drive
Saratoga Springs, NY 12866

with copies simultaneously sent to:

Pantelis Kodogiannis
28 Spa Drive
Saratoga Springs, NY 12866

If Landlord sells or otherwise transfers the Property, Tenant shall be entitled to pay all rent and other amounts due under the terms of this lease to Landlord at Landlord's last known address unless and until Tenant receives written notice from Landlord (or any Known Mortgagee) authorizing Tenant to pay such amounts to the new owner of the Property.

N. Brokers. Tenant and Landlord represent and warrant to each other that neither has had any contacts or engaged in any other actions which would give rise to any claim from any other broker in connection with the negotiation or execution of this Lease.

O. Force Majeure. Notwithstanding anything to the contrary contained in this Lease, the time of Landlord or Tenant to perform any of their respective obligations hereunder (excluding payment of Monthly Rent, additional rent or any other sums required to be paid by either hereunder) shall be extended if and to the extent that the performance thereof shall be prevented due to any strikes, lockouts, civil commotion, warlike operations, invasions, rebellions, hostilities, military or usurped power, governmental regulations or controls, inability to obtain labor or materials despite due diligence, acts of God, or other causes beyond the control

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of Landlord or Tenant, as applicable (in any such case, "Force Majeure"). Force Majeure shall not include the inability to obtain financing or the inability of a party to perform its obligation hereunder because of a lack of funds.

P. Interest. Except as otherwise provided herein, in the event either party fails to pay the other any amount under this Lease when due, such amount shall bear interest at the lesser of four percent (4%) over the prime rate of interest for commercial borrowers announced from time to time by Wall Street Journal or the maximum rate of interest permitted under applicable law.

Q. Quiet Possession. Landlord represents and warrants that as of the date of this Lease there exist no restrictive covenants, laws, statutes, zoning or other restrictions prohibiting the use of the Demised Premises as permitted in Section 5(A). Provided Tenant is not in default under this Lease, Landlord warrants to Tenant lawful, peaceable and quiet occupancy, possession and enjoyment of the Demised Premises and all appurtenances and rights granted to Tenant under this Lease during the Term of this Lease without hindrance or ejection by Landlord or the successors or assigns of Landlord or anyone acting by, through or under Landlord.

R. Waiver; Remedies Cumulative.

(1) No waiver of any condition or covenant hereof by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant hereof. No obligation not stated herein shall be imposed on either party hereto, except as may be otherwise imposed by law.

(2) Any and all rights and remedies which either party may have under this lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusions of any other; and any two or more of all of such rights and remedies may be exercised at the same time. Without limiting the generality of the foregoing, if any restriction contained in this lease for the benefit of either party shall be violated, such party, without waiving any claim for breach or agreement against the other party, may bring such proceedings as it may deem necessary, either at law or in equity, in its own name against the person violating said restriction.

S. Waiver of Jury Trial; Waiver of Counter-Claim. Landlord and Tenant each hereby waive all right to trial by jury in any summary or other action, proceeding or counterclaim arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, the Demised Premises and the use and occupancy thereof, and any claim of injury or damages.

JW

(2)

T. Notice to Known Mortgagees, etc. After receiving written notice of any Known Mortgagee including the mailing address to which notices should be delivered, Tenant shall, so long as such mortgage is outstanding, simultaneously with the giving of notices to Landlord required or permitted to be given under this Lease, give copies of such notices to such Known Mortgagee. It is further agreed that such Known Mortgagee shall have the same opportunity (but not the obligation) to cure any default by Landlord under this lease, and if necessary, to cure such a default, such Known Mortgagee shall have access to the Demised Premises.

U. Tenant's Assurances. To induce Landlord to execute this lease, and in consideration thereof Tenant warrants, represents, covenants and agrees that Tenant shall not use or permit to use of the Demised Premises for any illegal purposes nor in any manner as to violate Legal Requirements of any governmental body, and agrees not to commit waste therein and to use the Demised Premises only for the purpose permitted by this Lease as set forth in Section 5A hereof.

V. Accord and Satisfaction. No payment by either party or receipt by the other party of a lesser amount than the rental and other charges herein stipulated shall be deemed to be other than payment on account of the earliest rent and other charges then unpaid and due hereunder nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to its right to recover the balance of such rent and other charges or pursue any other remedy provided for in this lease or available at law or in equity.

W. Submission Not an Option. The submission of this document for examination does not constitute an option of offer to lease space at the Property. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to both the Landlord and the Tenant.

X. Landlord Not Liable in the Event of Transfer. The term "Landlord" as used in this lease shall refer only to the owner for the time being of Landlord's estate in the Demised Premises or the Building of which it is a part. Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the Building of which it is a part, and it shall be construed without further agreement between the parties that the transferee has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises. The provisions of this section shall apply to each successive transfer of Landlord's interest or estate. The liability of the Landlord under the lease shall be, and is hereby limited to Landlord's interest in the Demised

JW

①

Premises and the building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord may have to Tenant, or to any other person by reason of this lease, the execution thereof, or the acquisition of Landlord's interest.

Y. Tenant's Fixtures at the End of Term: The Tenant is not allowed to remove any fixtures that are installed in the building as a result of taking occupancy of the Demised Premises but for the security and phone systems that the Tenant will be installing in the Demised Premises. Tenant covenants that the removal of the security and phone systems will be done in a workmanlike manner and covenants that no damage will result to any part of the building as a result of said removal.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

JW

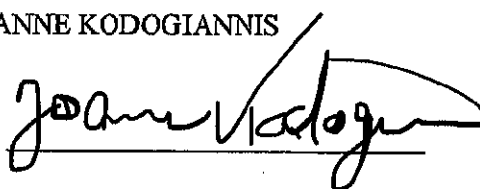
2

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first herein before mentioned.

LANDLORD:

JOANNE KODOGIANNIS

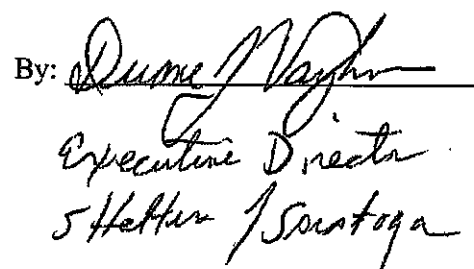
By:

A handwritten signature in cursive script, appearing to read "Joanne Kodogiannis", written over a horizontal line.

TENANT:

SHELTERS OF SARATOGA, INC.

By:

A handwritten signature in cursive script, appearing to read "Dume Naylor", written over a horizontal line. Below the signature, the text "Executive Director" and "5 Heltzer / Saratoga" is written in cursive.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

This column must be completed prior to submission of the request.

DEPARTMENT: Department of Aging & Youth Services

DATE: 8/29/22

COMMITTEE: Health and Human Services

RE: Agreement with the Town of Clifton Park to provide funding for the purchase of a vehicle.

1. Is a Resolution Required:

County Attorney's Office
Consulted

2. Proposed Resolution Title:

Authorizing an agreement with the Town of Clifton Park to provide \$30,000 in funding for the purchase of a vehicle.

3. Specific Details on what the resolution will authorize:

Authorize the Chairman to execute an agreement with the Town of Clifton Park providing for the County to issue a one-time grant for the Towns purchase of a van to use to transport local seniors, sixty or over to and from medical appointments and shopping. The grant would not exceed \$30,000.

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office Consulted <input checked="" type="checkbox"/>
--

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget ▼

- a. G/L line impacted A.76.763-8350
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

N/A

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

N/A

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Invoice, voucher, purchase order, Town resolution 99-2021

10. Remarks:

The contract dates would be 10/1/22 - 9/30/23. There would be one lump sum payment of \$15,000.00 in the fourth quarter of 2022 and one lump sum payment of \$15,000 in the second quarter of 2023.

7/19/16



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~171 - 2016~~ ²⁰²⁷

Introduced by Supervisors ~~Lucia, Allen, Congdon, DeLucia, Martin, Schopf and Tollisen~~

Clifton Park

AUTHORIZING AN AGREEMENT WITH THE TOWN OF ~~HALFMOON~~ TO PROVIDE ~~\$25,000.00~~ ^{30,000} IN FUNDING FOR THE PURCHASE OF A TRANSPORTATION VEHICLE FOR SENIORS

Department of Aging + Youth Services

WHEREAS, the Saratoga County Office for the Aging administers funds for transportation of the County's elderly citizens; and

Clifton Park has purchased

WHEREAS, the Town of ~~Halfmoon~~ ^{Clifton Park} is purchasing a vehicle for transportation of its senior citizens to local senior programs, and has requested that the County provide funding assistance in the form of a onetime grant in the amount of ~~\$25,000.00~~ ^{30,000} to be applied towards the costs of purchasing such vehicle; and

Medical appointments + shopping

Department of Aging + Youth Services

WHEREAS, the Director of the Office for the Aging recommends approval of this request; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors execute an agreement with the Town of ~~Halfmoon~~ ^{Clifton Park} providing for the County's issuance of a grant to the Town in an amount not to exceed ~~\$25,000.00~~ ^{30,000} for the Town's purchase of a vehicle to be used in the transportation of local senior citizens to ~~seniors' programs~~ ^{seniors' programs}, with the form and content of such agreement being subject to the approval of the County Attorney. *Medical appointments + shopping*

BUDGET IMPACT STATEMENT: None. 100% State Aid.

TOWN OF CLIFTON PARK PURCHASE ORDER

P.O. No. 2521-094

Delivery Address:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> One Town Hall Plaza
Clifton Park, NY 12065
(518) 371-6651 | <input type="checkbox"/> 5 Municipal Plaza
Clifton Park, NY 12065
(518) 371-6668 | <input type="checkbox"/> 217 Vischer Ferry Rd.
Rexford, NY 12148
(518) 371-6669 | <input type="checkbox"/> 639 Clifton Park Center Rd.
Clifton Park, NY 12065
(518) 371-7310 |
| <input type="checkbox"/> Two Town Hall Plaza
Clifton Park, NY 12065
(518) 371-7989 | <input type="checkbox"/> 477 Clifton Park Center Rd.
Clifton Park, NY 12065
(518) 348-7313 | <input type="checkbox"/> 6 Clifton Common Court
Clifton Park, NY 12065
(518) 383-1343 | <input type="checkbox"/> _____
_____ |

VENDOR'S ADDRESS

Name	Matthew's Bus Alliance
Street	4802 West Colonial Drive
Street	
City	Orlando
State	Florida
Zip	32808
Contact	Rich Solano

APPROVAL FOR PURCHASE		
Available	<u>5/24/21</u> Date	<u>S80</u> Comptroller's Office
Approved	<u>5/25/21</u> Date	<u>[Signature]</u> Town Supervisor
Encumbered	<u>6/2/21</u> Date	<u>RAC</u> Comptroller's Office

Quantity	Product #	Description	Unit Price	Total
1		2022 Elkhart Coach EC11 with standard equipment and options	65,948	65,948
		Per Resolution 99 of 2021		

ACCOUNT DISTRIBUTION	AMOUNT
A-6772-200	65,948.00

DEPARTMENTAL REQUEST

The above service or materials can be furnished to the municipality on the dates and the charges are correct.

DEPARTMENT HEAD

DATE 5/25/21



4802 West Colonial Drive
 Orlando, FL 32808
 407-219-3820

Invoice Number
101695

Customer 10721-B					
TOWN OF CLIFTON PARK				PO: 2521-094	
477 CLIFTON PARK CENTER ROAD				Terms: CASH ON DELIVERY	
CLIFTON PARK, NY 12065				Date Invoice: 1/19/2022	
Year	Make	Model Number	Unit Id	VIN	Price

2022	ELKHART	ECII BUS	173664	1FDDEE3FN3NDC25780	\$65,948.00
------	---------	----------	--------	--------------------	-------------

<i>Options</i>					
<hr/> SELLING PRICE INCLUDES REBATE AMOUNTS GPC REBATE \$5,400.00 MOBILITY REBATE \$1,000.00 <hr/> <div style="text-align: right;">\$65,948.00</div>					

Sales Price	\$65,948.00
Options	\$0.00
Sales Tax	\$0.00
<hr/>	
Total Sales Price	\$65,948.00
Less Volume Discount	
Less Down Payment	\$0.00
Less Trade-In	\$0.00
Amount Due	\$65,948.00

Comptroller
SD

Resolution No. 99 of 2021, a resolution authorizing the purchase of an ADA Compliant Shuttle Bus for the Senior Express shuttle service.

Introduced by Councilwoman Standaert, who moved its adoption, seconded by Councilwoman Flood.

WHEREAS, Town Supervisor Philip Barrett, has requested authorization for the purchase of a new shuttle bus for the senior van service, per the attached, and

WHEREAS, a request for bids was published, and bids were opened on April 14, 2021, and

WHEREAS, Supervisor Barrett has recommended that the 2022 Elkhart Coach ECII with standard equipment and options, as per the attached bid submission from Matthews Bus Alliance, Inc. Orlando, FL, be accepted to best meet the needs of the Senior Express, for a price not to exceed \$65,948; now, therefore, be it

RESOLVED, that the Supervisor is authorized to purchase one 2022 Elkhart Coach ECII with standard equipment and options, from Matthews Bus Alliance, Inc., 4802W. Colonial Dr., Orlando, FL, per the attached list, and be it further

RESOLVED, that the Clifton Park Town Board hereby authorizes the purchase, in an amount not to exceed \$65,948, to be paid with a transfer from A-914 (unassigned fund balance) to A-6772-200 (General Fund – Senior Support - Equipment).

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

May 3, 2021

Teresa Brobston, Town Clerk



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Aging & Youth Services

DATE: 8/29/22

COMMITTEE: Health and Human Services

RE: Agreement with the Town of Halfmoon to provide funding for the purchase of a vehicle.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with the Town of Halfmoon to provide \$30,000 in funding for the purchase of a vehicle.

3. Specific Details on what the resolution will authorize:

Authorize the Chairman to execute an agreement with the Town of Halfmoon providing for the County to issue a one-time grant for the Towns purchase of a van to use to transport local seniors, sixty or over to and from medical appointments and shopping. The grant would not exceed \$30,000.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office Consulted <input checked="" type="checkbox"/>
--

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget	<input type="button" value="v"/>
---	----------------------------------

- a. G/L line impacted A.76.763-8350
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

N/A

Purchasing Office Consulted

N/A

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Invoice, quote, Town resolution 250-2021

10. Remarks:

The contract dates would be 10/1/22 - 9/30/23. There would be one lump sum payment of \$15,000.00 in the fourth quarter of 2022 and one lump sum payment of \$15,000.00 in the second quarter of 2023.

7/19/16



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~171 - 2016~~ 2022

Introduced by Supervisors ~~Lucia, Allen, Congdon, DeLucia, Martin, Schopf and Tollisen~~

AUTHORIZING AN AGREEMENT WITH THE TOWN OF HALFMOON TO PROVIDE ~~\$25,000.00~~^{30,000} IN FUNDING FOR THE PURCHASE OF A TRANSPORTATION VEHICLE FOR SENIORS

WHEREAS, the Saratoga County Office for the Aging administers funds for transportation of the County's elderly citizens; and

WHEREAS, the Town of Halfmoon ~~is purchasing a vehicle for transportation of its senior citizens to local senior programs,~~ ^{has purchased} and has requested that the County provide funding assistance in the form of a onetime grant in the amount of ~~\$25,000.00~~^{30,000} to be applied towards the costs of purchasing such vehicle; and

WHEREAS, the Director of the Office for the Aging recommends approval of this request; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors execute an agreement with the Town of Halfmoon providing for the County's issuance of a grant to the Town in an amount not to exceed ~~\$25,000.00~~^{30,000} for the Town's purchase of a vehicle to be used in the transportation of local senior citizens to ~~seniors' programs,~~ ^{Medical appointments + shopping} with the form and content of such agreement being subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. 100% State Aid.



DON BROWN BUS SALES, INC.
703 COUNTY HIGHWAY 107
JOHNSTOWN, NY 12095

800.272.0842

P: 518.762.7380 F: 518.762.5448

www.buscrazy.net

INVOICE

BUYER TOWN OF HALFMOON
STREET 2 HALFMOON TOWN PLAZA
CITY,ST,ZIP CLIFTON PARK, NY 12065
COUNTY SARATOGA

DATE 09/30/2021 STOCK No. 102866B
QUOTE No. DEAL No. 0010792
SALESPERSON DAWN JACON
DEALER ID No. 7037214
RETAIL / WHOLESALE RETAIL

VEHICLE

Year: 2022 Make: FORD Manufacturer: Model: ALLSTAR VIN: 1FDFE4FN3NDC17656
New/Used: NEW Mileage: Color: WH Body Type: BUS Capacity:

TRADES

PRICING

Year	Make	Model	Mileage	MVNO	VEHICLE PRICE (+)	71955.00
VIN:					TRADE ALLOWANCE (-)	NA
Leinholder:					TRADE PAYOFF (+)	NA
Trade Allowance: NA					NON TAXABLE REBATES (-)	NA
Payoff:					TOTAL ADDITIONAL FEES (+)	75.00
Year	Make	Model	Mileage	MVNO	VEHICLE SERVICE CONTRACT (+)	NA
VIN:					DEALER INSTALLED OPTIONS (+)	NA
Leinholder:						
Trade Allowance: NA						
Payoff: NA						

REBATES / ALLOWANCES

SUBTOTAL

Program No.	Incentive	Amount	Taxable	ALL REBATES AND INCENTIVES WILL BE COLLECTED BY THE DEALER, AND WILL BE REFLECTED IN THE FINAL PRICE OF THE VEHICLE UNLESS OTHERWISE STATED	SALES TAX (+)	NA
		NA			TAXABLE REBATES (-)	NA
		NA			NYS WASTE TIRE MANAGEMENT FEE (+)	NA
		NA			DEPOSIT (-)	NA
		NA			TOTAL DUE	\$ 72030.00

ADDITIONAL FEES

NOTES

Delivery Fee	NA
Documentation Fee	NA
NYS Inspection Fee	NA
*DMV Title & Registration Fee	NA
**Dealer Mabr Vehicle Processing Fee	75.00

WE OWE
1 DOUBLE FLIP DOWN PASSENGER SEAT INCLUDING INSTALLATION

*THE AMOUNT INDICATED ON THE SALES CONTRACT FOR DMV TITLE & REGISTRATION FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE TO THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY AND WITHIN 180 DAYS OF SECURING SUCH REGISTRATION AND TITLE REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.
** DEALER'S OPTIONAL FEE FOR PROCESSING AN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE AND FOR SECURING SPECIAL OR OBSTRUCTIVE PLATES IF APPLICABLE THIS IS NOT A DMV FEE - THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE (\$75.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE (\$50.00 MAXIMUM) ARE NOT NY STATE OR DMV FEES UNLESS A LENS IS BEING RECORDED OR THE DEALER ISSUES NUMBER PLATES. YOU MAY SUBMIT YOUR OWN APPLICATION FOR THE REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR OBSTRUCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE.

MANUFACTURER'S LIMITED WARRANTIES - NEW VEHICLES: Any warranties on new vehicles or products sold under this contract are those made by the manufacturer. The Selling Dealer hereby specifically disclaims all warranties either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and the Selling Dealer does not assume and does not authorize any other person to assume for the Selling Dealer or impose upon the Selling Dealer any liability in connection with the sale of said vehicle or products.

LIMITED WARRANTY ON USED VEHICLES: If the vehicle sold hereunder is a used vehicle, the Selling Dealer hereby specifically disclaims all warranties either express or implied including any implied warranty of merchantability or fitness for a particular purpose and the Selling Dealer does not assume and does not authorize any other person to assume for the Selling Dealer or impose upon the Selling Dealer any liability in connection with the sale of the used vehicle unless it may be otherwise specifically provided in writing in which case the warranty agreement must be separately attached to this contract signed by the selling dealer to be binding on the Selling Dealer.

PAYMENT AND VEHICLE POSSESSION: By signing this agreement the buyer understands that the deposit to hold the vehicle is non-refundable, and that the buyer must take possession of the vehicle within 60 days of the deposit, unless otherwise agreed upon in writing by both parties.

IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THE DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY.

Buyer's Signature _____

Seller's Signature _____

TOWN BOARD MEETING – SEPTEMBER 15, 2021

RESOLUTION NO. 250-2021

Offered by Councilman Hotaling, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, & Catricala
Resolution Introduced by Town Clerk Bryan

WHEREAS, the Town Board of the Town of Halfmoon has previously approved the purchase of a 2022 Senior Transport Bus with a capacity of 12 passenger seats and 2 wheelchairs plus the Driver; and

WHEREAS, the purchase involved letting bids to determine the apparent low bidder for the purchase contract; and

WHEREAS, the only bid received for the purchase of the vehicles was from Don Brown Bus Sales, Inc. in the amount of \$72,030.00;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Town Board of the Town of Halfmoon hereby awards the bid for the purchase of a 2022 Senior Transport Bus with a capacity of 12 passenger seats and 2 wheelchairs plus the driver to Don Brown Bus Sales, Inc. in the amount of \$72,030.00, and authorizes the Supervisor to execute any and all necessary documents to proceed with this purchase, subject to the review and approval of the Town Attorney.

APPROVED BY THE
HALFMOON TOWN BOARD

DATE:

9/15/2021

Lynne A. Bryan
TOWN CLERK

THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND. DO NOT CASH IF THE WORD "VOID" IS VISIBLE. THIS PAPER HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE AND IS ALTERATION PROTECTED.

TOWN OF HALFMOON
2 HALFMOON TOWN PLAZA
HALFMOON, NY 12095

KeyBank 
KeyBank National Association
23-77213

576805

CHECK NO. | CHECK DATE | VENDOR NO.

PAY

576805 09/30/2021 99-1923

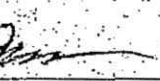
SEVENTY TWO THOUSAND THIRTY 00/100 DOLLARS

CHECK AMOUNT

TO THE
ORDER
OF

\$****72,030.00

*** DON BROWN BUS SALES, INC. ***
703 CO HWY 107
JOHNSTOWN, NY 12095


AUTHORIZED SIGNATURE



576805

10/7/21



72,030.00

Hello Paul~

This is to confirm that the bus we put in for a bid is in fact a 2022 model.

Product

102866b

Product Name 102866b

Product Code

New/Used New

Chassis Ford

Body Make Starcraft

Seating 12/4WC

Miles 688

Promise Date

Year 2022

Please feel free to contact me with any questions.

Thank you,



2020 ALLSTAR - STARLITE - ALLSTAR MVP Price & Order Form

This area is reserved to enter contract names or fleet names, template names, etc.

Date: **August 24th, 2021**

TO ADD FACTORY PDI TO THIS ORDER ENTER YES HERE:

ARE FTA FUNDS USED? ENTER YES OR NO HERE: NO

ORDER#:

FR SHORT VIN:

DAX SO #:

Dealer Code Number: _____
Dealer Name: **Don Brown Bus Sales Inc**
Address: **703 County Highway 107**
City/State: **Johnstown NY 12095**
Dealer Contact: **Dawn Jacon**
Phone: **518-860-3333**
Dealer Contact Email: **dawn@buscrazy.net**
Starcraft Sales Rep: _____
Starcraft Print #: _____

Shipping Method: _____
Shipping Location: **Town of Halfmoon**
Address: **2 Halfmoon Town Pla**
City/State: **Halfmoon, NY 12065**
Phone: _____
Contact: _____
Payment Method: _____
Order Quantity: **1** Dealer P.O. Number: **SD1456-SD1457**
End User Name: **Town of Halfmoon**
Chassis Releasing Dealer: _____
FIN CODE if applicable: _____

If Alternate Fuel Conversion, Enter Fuel Type Here:

CHASSIS INFORMATION FOR ORDER

CHASSIS V.I.N. KEY CODE: CHASSIS YEAR: **2021**

FOR AIRPORTER ORDERS ENTER DUAL DOOR HERE:

Special Order Chassis Options:

Drop Ship Chassis Details Needed:
Shipping Dealer, VIN, Options

SEAT COLOR & EXTERIOR GRAPHIC INFORMATION REQUIRED

Passenger Seat Fabric: **NEWPORT ASH GRAY #686**
Driver Seat Fabric: **SEE SEAT DIAGRAM**
Co Pilot Seat Fabric: _____

Std. Exterior Graphic: **BLUE** Enter NONE, BLUE, BURGUNDY OR GREEN
CUSTOM GRAPHICS: **ENTER THE GRAPHICS AND VENDOR INFORMATION IN THE BOX BELOW:**

MODEL INFORMATION

*Model 26 with 190" wheelbase required for 25 passenger unit. Limited Options and Requires Engineering Approval

**Model 25 with 176" wheelbase requires approval for paratransit applications.

***Model 27 with 208" & 212" wheelbase has Limited Options and Requires Engineering Approval

NON-RETRACTABLE SEAT BELTS ARE STANDARD EQUIPMENT - NO DELETIONS ALLOWED

Pricing and specifications are subject to change without notice - COD or approved financing only - FOB Goshen, IN

ORDER#:

FR SHORT VIN:

CHASSIS PRICING

CHASSIS PRICE ADDED	DELETES "C" FROM MODEL CODE
DISCOUNT FOR:	FORD FLEET REBATES APPLICABLE
DISCOUNT FOR:	MOBILITY REBATE APPLICABLE
NET CHASSIS PRICE (CHASSIS PRICE LESS DISCOUNTS)	
ALLSTAR - FORD E450	CONVERSION ONLY PRICING
Allstar 24 158" WB E-450 7.3L Premium Gas W/240 AMP OEM ALT	

SPECIAL INSTRUCTIONS OR NOTES

EXTERIOR HANDLE ON REAR DOOR- NON LOCKING ONLY
 BUMPER FILLER AT REAR DOOR TO BE SOLID- NO PERFORATIONS
 EXTERIOR HANDLE ON LIFT DOOR- NON LOCKING ONLY
 DOOR AJAR WARNING ON WHEELCHAIR- LIGHT ONLY IN DRIVER AREA
 DUAL RECESSED LIGHTS UNDER LIFT DOOR
 MUST UNDERCOAT FRAMERAILS AND FLOORING ABOVE FUEL TANK
 2021 BODY MCO

SPECIAL BUILD OPTIONS

ENTRANCE DOOR STANCHION TO BE ASSEMBLY #NB1000
 INSTALL NYS SPEC METAL EXHAUST HEAT SHEILD ON FUEL TANK
 INTALL MCL-57RB RED LIGHT OVER DRIVER ACTIVATED IF WC DOOR
 LIGHT IN DRIVER COMPARTMENT MUST OPERATE FROM ROD OF LIFT DOOR
 2' RED LIGHT OVER REAR DOOR- NO BUZZER
 DUAL RECESSED LIGHTS UNDER LIFT DOOR
 WHEEL CHAIR STANCHION FILLER TO WALL

TAFM452 SUPER 60K - TAFM45 EVAP - SMC2S COND - 10 C.I.D. COMP
 TAFM452 SUPER 10 FORD 7.3 LITRE GAS ENGINE

WARRANTY

Optional Starcraft 5 Year / 100,000 Mile Limited Warranty

ELECTRICAL SYSTEM

Intermotive Flex Tech Electrical System

SIDEWALL / REARWALL / CEILING

Sidewall: Grey FRP
 Rearwall: Grey Seaspray Fabric
 Ceiling: Grey Seaspray Fabric
 Driver Area: Grey Padded Vinyl

FLOORING, WHITE NOSING IS STANDARD

Gerflor Sirius NT #6727 Anthracite (Grey) I.L.O. Graphite
 Yellow Step Nosing - Per Step
 Raised Floor 3 Step Flat to Front **ALLSTAR OPTION ONLY - NOT AVAILABLE ON CHEVY CHASSIS**

CHASSIS

Front Mud Flaps, pair - NOT AVAILABLE ON FORD TRANSIT
 Stainless Steel Wheel Insert, set of 4 (2 front & 2 rear) Ford E & GM
 Valve Stem Extender Inner Dual Rear Wheel, pair

ENVIRONMENTAL CONTROL

TRANS/AIR AIR CONDITIONING SYSTEMS

HEATERS

Hot Water Heater, 65K BTU Floor Mounted 3 Speed Low Profile OK Side Sliders

MISCELLANEOUS

Insulate Heater Hoses

ELECTRICAL

Wiring Diagram "AS BUILT" ON USB Flash Drive

EXTERIOR LIGHTS

Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds
 LED Rear Center Mount Brake Light Long & Narrow

AUDIO / VISUAL

Deluxe AM/FM/CD With Clock & 4 Speakers PA Ready

ORDER#:

FR SHORT VIN:

DOORS / HATCH / WINDOWS	
Electric Entry Door Is Standard. Add Option #2058 If Manual Is Desired	
Passenger Door Electric (standard)	
Passenger Door 36" ROUGH OPENING (STANDARD)	
Rear Door, No Window - Standard Left Hand Hinge	
Additional Window for Rear Door	
Twin Windows Either Side of Rear Door	
INTERIOR	
Driver Coat Hook	
LUGGAGE RACK / STORAGE	
Driver Storage In Cab Overhead with Lock	
PARATRANSIT OPTIONS	
Single W/C Door w/Window, LED Interior Lights, Leaf Spring, LED Exterior Lighting	
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?	REAR
INSTALL T-Latch W.C. Door Hold Open Each - Note: Deletes Gas Shocks	
BRAUN LIFTS	
Braun Century NCL919-2 800# Lift (34"x51") *N/A FRONT LIFT 138/139"WB	
Seat Belt on Braun Lift - Installed	
LIFT FAST IDLE WITH 403 INTERLOCK	
Intermotive Gateway 505-F Ford E or 515-F Transit Fast Idle with Lift Interlock	
Q Straint W.C. Securement Kits, Accessories	
Q8-8500-L Upper Shoulder Harness Mount Fixed Point to L Track Adaptor	
Q-8301-L Max Retrctr Tie Down, Q8-6326-A1 Comb Lap/Shldr, L Trk	
Q Straint Belt Storage Pouch	
Q-Straint Belt Cutter (ship loose)	
Miscellaneous Accessories	
Priority Seating Sign **Required for ADA Compliance**	
Wheelchair Decal (International Symbol of Accessibility) Each	
SAFETY OPTIONS	
Back-Up Alarm SAE Type C 97 db(A)	
STANDARD ROSCO STSK4750 BACK-UP CAMERA SYSTEM W/ 7" REARVIEW MONITOR / MIRROR COMBO	
Interior Flat Mirror, 6" x 16" (N/A ON DUAL DOOR CHASSIS)	
White "Standee" Line	
GRAB RAIL / STANCHION / PANELS	
Ceiling Grab Rail - Install on Street Side	
Left Hand Entry Vertical Grab Rail - 1/4"	
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	
Stanchion and Modesty Panel Behind Driver	
Modesty Panel at Wheelchair Lift (extend from floor to ceiling)	
Add Tinted Plexiglass Upper Panel	LOCATION: DRIVER
SEATING - DRIVER	
SHIELD FC Recliner(GM&Ford), RH Arm, 4 Position Lumbar, Mesh Pocket	
FREEDMAN SHIELD & LO CAM DRIVER SEAT FABRICS	
Driver Seat Cover - Level 2 Vinyl w/Regions Inserts	
SEATING - PASSENGER	
STD RIGID SEATS	
Mid High Double Seat	
FOLDAWAY SEATS	
Foldaway Seat, Double AM Benchback	
PASSENGER SEAT FABRICS	
Seat Cover - Level 1 Newport Vinyl; Oxen Vinyl; Olefin	
SEAT OPTIONS	
Anti-Vandal Grab Handle, Black Ea on:	aisle
Black US Armrest - Each - on:	aisle
SEAT BELTS	
Seat Belt, Non-Retractable ****STANDARD ITEM - ENTER QUANTITY	
MISCELLANEOUS	
DBBS & FACTORY DISCOUNTS	
DBBS DOCUMENTATION FEE	
NYS WASTE TIRE FEE	
DBBS PREP, INSPECTION, DOT & DELIVERY	

ORDER#:

FR SHORT VIN:

				1			\$	-
				1			\$	-
CONVERSION ONLY PRICE TOTAL				1			\$	41,655.00
NET CHASSIS PRICE (SHOW ALL DISCOUNTS AT TOP)				1			\$	29,259.00
FREIGHT CHARGE *ENTER MILES	MILES: 677	ST	1.50	1		\$	1,016.00	1,018.00
CHASSIS HANDLING FEE				1		\$	200.00	200.00
TOTAL				117			\$	72,030.00

PAYMENTS AS LOW AS \$ 936.90

Delivery Date Approved OR Reschedule to:

AUTHORIZED STARCRAFT SIGNATURE

DATE

THANK YOU FOR YOUR ORDER!